



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

June 4, 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

Recognition of GGS Boys 2008 Gold Team State Cup Winners. **(Mayor Johnson)**

Presentation of Checks to High School Seniors by Ocoee City Commission

2024 Small Cities 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 May 21, 2024. **(City Clerk Sibbitt)**
2. Approval of Reappointment on the Code Enforcement Board (3-year term). **(City Clerk Sibbitt)**
3. Approval of Appointment to the Parks and Recreation Advisory Board. **(City Clerk Sibbitt)**
4. Approval of Fourth Amendment to the Contract for Interment and Inurnment Services at the City of Ocoee Cemetery and Approval of Resolution Amending Exhibit "B" Schedule of Product and Service Fees. **(City Clerk Sibbitt)**
5. Approval to Piggyback Florida Ag & Lawn Equipment Contract for Two (2) Utility Vehicles. **(Parks and Recreation Director Johnson)**
6. Approval to Surplus and Replace Air Conditioning System (HVAC) for Ocoee Clinic / Parks and Recreation Department. **(Public Works Director Krug)**
7. Approval for Consent to Novation, Assignment, and Amendment Agreement with WSP USA Inc. **(Public Works Director Krug)**

8. Approval to Upgrade the SCADA Communication System at each City of Ocoee Lift Station. **(Utilities Director Croteau)**
9. Approval to Install Cured in Place Pipe Liner at the Intersection of Colonial Drive and Maguire Road. **(Utilities Director Croteau)**
10. Approval for Structural Repairs and the Purchase of a New Pump for Well #3 at the Forest Oaks Water Treatment Plant. **(Utilities Director Croteau)**

• **FIRST READING OF ORDINANCE**

11. First Reading of Ordinance for 338 N. Bluford Avenue - Rodriguez Property Small Scale Comprehensive Plan Future Land Use Map Amendment from LDR (Low Density Residential) to COMM (Commercial) and corresponding Rezoning from R-1AA (Single Family Dwelling) to C-2 (Community Commercial); Project No(s). CPA-2024-005 & RZ-24-03-04. **(Development Services Director Rumer)**
12. First Reading of Ordinance for Amendment to the Ocoee Land Development Code (LDC) pertaining to Part IA, Article VII, Floodplain Management. **(Zoning Manager Whitfield)**

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

13. Second Reading of Ordinance to Implement Speed Enforcement Cameras in School Zones. **(Police Chief Ogburn)**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

• **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,** Small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and
- Whereas,** Small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and
- Whereas,** The federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and
- Whereas,** State governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and
- Whereas,** Organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and
- Whereas,** During these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and
- Whereas,** The National League of Cities President *and* the Small Cities Council of the National League of Cities have declared June 2024 as Small Cities Month;

Now, Therefore, the City Commission of the City of Ocoee does hereby proclaim **June 2024**, as

SMALL CITIES MONTH

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

**IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
4th day of June, 2024.**

Rusty Johnson, Mayor

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

May 21, 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 Central Florida Freethought Community was not present for their invocation request; therefore, the invocation was led by **Ages Hart, Ocoee Resident**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Wilsen**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

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

2024 Asian American and Pacific Islander Heritage Month Proclamation – read and proclaimed by **Mayor Johnson**.

Ocoee Music Festival Chick-fil-A 5k Beneficiary Check Presentation - **Parks and Recreation Director Johnson** introduced Beth Otts, with Chick-Fil-A, who provided a brief overview of the 2024 Music Fest 5K event and thanked City staff, sponsors, and the Community for their support. She then presented the check to the Kelly Carr, Director of Operations and Programs for Eight Waves.

Ocoee Youth Council (OYC) Program 2023/2024 Year in Review and Recognition of OYC High School Graduates - **OYC Members and City Clerk Sibbitt** provided an overview of this year's many accomplishments, explained the Ocoee Youth Council Scholarship Program, and recognized their four graduating seniors.

• **STAFF REPORTS AND AGENDA REVIEW 6:40 PM**

Assistant City Manager Shadrix explained that City staff has been monitoring the activities of the Orange County Charter Review Commission. They have proposed measures that could impact the City's ability to manage growth, specifically raising concerns about the County controlling annexations. **City Attorney Ardaman** summarized that the Orange County Charter Review Commission has considered putting the boundary rule area to a vote by Orange County residents. The Orange County Commission has reviewed these Charter proposals but cannot overturn the recommendations and adoptions of the Orange County Charter Review Commission. He briefly shared some comments from a County Commissioner regarding voluntary annexations, which will require City annexations to also be approved by the Orange County Commission. **City Attorney Ardaman** expressed concerns about several flaws and

Regular City Commission Meeting May 21, 2024

inconsistencies in the proposal by Orange County. He recommended that the Ocoee City Commission authorize City staff and the City Attorney to engage with the County and other cities to address these issues, thereby protecting each city's ability to annex and preserve their city's authority. **Consensus of the City Commission was to support City staff and the City Attorney on their efforts to monitor the City's best interest.**

• PUBLIC COMMENTS 6:47 PM

The following persons addressed the City Commission:

- **Sherri Beach**, *Ocoee Resident*, voiced concerns about traffic on Ocoee Crown Point Parkway, Ocoee Apopka Road, and West Road near the Towns of Westyn Bay Community, noting that it has become increasingly dangerous each year. Members of the City Commission addressed her concerns, and thanked her for her comments. **Commissioner Kennedy** shared that he has spoken with City Management about placing funds in the budget to address the safety concerns she expressed.
- **Jim Moyer**, *Ocoee Resident*, reminded everyone that on Thursday, June 6th, the Human Relations Diversity Board will hold their Speaker Series Workshop on Inclusive Communications. He recognized board members in the audience with the Florida Asian American Justice Alliance and thanked the Mayor for reading the 2024 Asian American and Pacific Islander Heritage Month Proclamation. He further announced the observances recognized in the month of June, and congratulated the recipient of the Chick-Fil-A check as well as City Clerk Sibbitt for her work with the Youth Council. He extended congratulations to all the graduating seniors.

• CONSENT AGENDA 6:58 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-8; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy;

Commissioner Kennedy requested a list of open contracts that the City would maintain related to Item #5.

Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held May 7, 2024. (**City Clerk Sibbitt**)
2. Approval of JAG Grant 15PBJA-23-GG-03230-JAGX. (**Assistant Police Chief McKinstry**)
3. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Commerce 429. (**Development Engineer Keaton**)
4. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Christian Brothers Automotive. (**Development Engineer Keaton**)
5. Approval of First Amendment to the 15 S. Kissimmee Street and 214 W. McKey Street

**Regular City Commission Meeting
May 21, 2024**

Contract. **(Development Services Director Rumer)**

6. Approval of Award of ITB #24-008 Ocoee WWTF Electrical Upgrade and Expansion - Rebid. **(Procurement Manager Tolbert)**
7. Approval of 2023-2024 Capital Improvement Project with Superior Sheds. **(Public Works Director Krug)**
8. Approval of Change Order No.1 for Contracted Sidewalk Repairs Utilizing Existing City of Kissimmee Contract with APEC LLC. **(Public Works Director Krug)**

• **FIRST READING OF ORDINANCE 6:59 PM**

9. First Reading of Ordinance to Implement Speed Enforcement Cameras in School Zones. **(Police Chief Ogburn)**

City Attorney Ardaman read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on June 4, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:00 PM**

10. Second 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)**

Development Services Director Rumer presented a brief overview of the Small-Scale Comprehensive Plan Amendment. The subject property is located north of Palm Drive, west of Ocoee Apopka, and east of Pine Street. He detailed its current and proposed future land use designation, zoning, and overlays. He also explained that the property is within the Business Character Area designated by ordinance, and is proposed to serve as the stormwater facility for the 606 Ocoee Apopka Road project.

City Attorney Ardaman read the title of the ordinances.

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

Motion: Move to adopt Ordinance No. 2024-16 for 789 Pine Street Small-Scale Comprehensive Plan Amendment from Low-Density Residential (LDR) to Light Industrial (LI), Project Number CPA-2024-002, subject to staff's recommendation; moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried 5-0.

Motion: Move to adopt Ordinance No. 2024-17 for 789 Pine Street Rezoning from Single-Family Dwelling (R-1A) to Restricted Manufacturing & Warehousing (I-1), Project Number RZ-24-02-01, subject to staff's recommendation; moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried 5-0.

**Regular City Commission Meeting
May 21, 2024**

11. Second 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)**

Development Services Director Rumer presented a brief overview of the Small-Scale Comprehensive Plan FLU Amendment. The subject parcel is located within the City's Downtown Redevelopment Area (DRA) and was purchased by the City in January, removing years of Code violations. The Land Use Amendment and Rezoning are proposed to ensure the property entitlements remain only for commercial, office, retail, and restaurant uses, which are in line with the vision and future planning of the City Downtown Master Plan.

City Attorney Ardaman read the title of the ordinances.

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

Motion: Move to adopt Ordinance No. 2024-18 for 1 Taylor Street Small-Scale Comprehensive Plan FLU Amendment from Heavy Industrial (HI) to Commercial (COMM), Project Number CPA-2024-004, subject to staff's recommendation; moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

Motion: Move to adopt Ordinance No. 2024-19 for 1 Taylor Street Rezoning from Restricted Manufacturing and Warehousing (I-1) to Community Commercial (C-2), Project Number RZ-24-03-02, subject to staff's recommendation; moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

12. Second Reading of Ordinance for 1059 Ocoee Apopka Road - Rodgers Property Annexation; Project No. AX-03-24-03. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented a brief overview of the Rodgers Property Annexation. The subject parcel is located on the east side of Ocoee Apopka Road, approximately 3,284 feet south of Fullers Cross Road at its intersection with Ocoee Apopka Road. The property is logical and eligible for annexation, and will further the City's efforts to reduce enclaves within the city limits. Rezoning to a City zoning classification has not been proposed at this time.

City Attorney Ardaman 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. 2024-14 for 1059 Ocoee Apopka Road – Rodgers Property Annexation, Project Number AX-03-24-03, subject to staff's recommendation; moved by Commissioner Oliver, seconded by Commissioner Wilsen; Motion carried 5-0.

13. Second Reading of Ordinance for 1102 & 1104 N. Lakewood Avenue - Lott Property Annexation; Project No. AX-03-24-01. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented a brief overview of the Lott Property Annexation. The subject parcels are located on the west side of North Lakewood Avenue, approximately 946 feet south of Wurst Road at its intersection with North Lakewood Avenue. The property is logical and eligible for annexation, and will further the City's efforts to reduce enclaves within the city limits. Rezoning to a City zoning classification has not been proposed at this time.

City Attorney Ardaman 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. 2024-15 for 1102 & 1104 N. Lakewood Avenue – Lott Property Annexation, Project Number AX-03-24-01, subject to staff's recommendation; moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

14. Second Reading of Ordinance for 1305 & 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property Annexation; Project No. AX-03-24-02. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented a brief overview of the 1305 & 1113 Ocoee Apopka Road - MDTL Enterprise LLC Property Annexation. The subject parcels are located on the east side of Ocoee Apopka Road, approximately 2,616 feet south of Fullers Cross Road at its intersection with Ocoee Apopka Road. The property is logical and eligible for annexation, and will further the City's efforts to reduce enclaves within the city limits. Rezoning to a City zoning classification has not been proposed at this time.

City Attorney Ardaman 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. 2024-13 for 1305 & 1113 Ocoee Apopka Road – MDTL Enterprise LLC Property Annexation, Project Number AX-03-24-02, subject to staff's recommendation; moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried 5-0.

- 15. Second Reading of Ordinance for MDTL Enterprise LLC Property Annexation; Project No. AX-03-24-04. (Zoning Manager Whitfield)**

Zoning Manager Whitfield presented a brief overview of the MDTL Enterprise LLC Property Annexation. The subject parcels are 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. The property is logical and eligible for annexation, and will further the City's efforts to reduce enclaves within the city limits. Rezoning to a City zoning classification has not been proposed at this time.

City Attorney Ardaman 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. 2024-12 for the MDTL Enterprise LLC Property Annexation, Project Number AX-03-24-04, subject to staff's recommendation; moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

- 16. 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)**

City Attorney Ardaman explained the process for quasi-judicial proceedings and the associated rules of conduct and decorum. The City Clerk swore in all residents wishing to provide public testimony, and each member of the City Commission was asked to disclose any ex-parte communication they had regarding the Gardenia Pointe Rezoning project.

Commissioner Kennedy asked if Commissioner Oliver had to disclose anything related to his representation by Gray Robinson Law Firm, as it is the same firm representing the applicant for this project. **City Attorney Ardaman** opined that there was no conflict.

Development Services Director Rumer presented an overview of the Gardenia Pointe Rezoning explaining its zoning, future land use designations, and history. The subject property consists of four (4) parcels, totaling approximately 37.37 acres. He 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. The applicant proposes to develop an 84-lot single-family attached (fee simple townhome) residential subdivision at a proposed density of under the 4 units per acre. He further displayed the preliminary subdivision plan, which also indicates the wetland and buffer areas that will remain untouched. He reminded the City Commission that Clarke Road is presently being widened and is scheduled to be completed by mid to late July, and will provide a full four lanes from just north of Ocoee Vista Parkway to Clarcona Ocoee Road, and explained that Tract D has been planned for a public roadway since it was dedicated to the City.

**Regular City Commission Meeting
May 21, 2024**

Development Services Director Rumer summarized technical staff review on school and utility capacity, engineering (stormwater pond), and traffic impacts. He mentioned that traffic professionals from both the City and the applicant's team are present to answer any questions. Additionally, he relayed the recommendation of approval from the Development Review Committee, Planning & Zoning Commission, and City staff.

City Attorney Ardaman read the title of the ordinance.

Jason Searl, *Attorney with Gray Robinson*, testified before the City Commission on behalf of the applicant. He expounded on the standard of review to be applied to the rezoning's use and outlined competent and not competent substantial evidence standards. He also presented legal opinions from similar cases to the City Commission. He requested that the City Commission evaluate this rezoning, like any development application, based solely on the definite objective criteria established in the City's regulations. As confirmed in Development Services Director Rumer's presentation, adding or basing a decision on anything outside of those criteria is not permitted under Florida law.

Commissioner Kennedy called a point of order and asked the City Attorney to comment on the role of a witness before a quasi-judicial proceeding, and who can brief the City Commission on matters of the law verses matter of the fact. **City Attorney Ardaman** addressed his question.

Ayman As-Saidi, *Vice Present of Engineering with Traffic & Mobility Consultants*, provided testimony on his professional credentials and explained his role in the traffic study conducted in June 2023. This study was conducted in accordance with the guidelines of the traffic impact analysis approved by the City and reviewed by the City's traffic consultant, Kimley-Horn. Additionally, a signal warrant study for the intersection of Clarke Road and Ocoee Vista Parkway was submitted and included in the report. **Mr. Searl** stated that, unless there is an objection, he would like to present Mr. As-Saidi as an expert in the field of Transportation Planning and Engineering. No objection was made.

Geoff Summit, *Summit Engineering*, provided testimony on his professional credentials and explained the compatibility of uses for the proposed development. He stated that they are proposing the exact same type of use and lot sizes as the other neighboring existing developments. He emphasized that it would be hard to achieve more compatibility in terms of density and lot size than what is being proposed with this application.

Mr. Searl requested to add the remaining 6 minutes of his 15-minute allotment to the 6 minutes of rebuttal time allowed under the City's adopted procedures for public hearings.

The public hearing was opened.

The following person(s) sworn in to speak, addressed the City Commission:

- **Angela D.** (*handwriting illegible on speaker form*), *Ocoee Resident*, provided testimony regarding her desire for her community to remain small and with limited traffic, stating that this

**Regular City Commission Meeting
May 21, 2024**

rezoning and project will take away from that scenery.

- **Chris Adkins**, *Ocoee Resident*, asked the commission to explain what a quasi-judicial proceeding is. **City Attorney Ardaman** provided an explanation. **Mr. Adkins** went on to express his concern with the density of the proposed rezoning.
- **Robert Toney**, *Ocoee Resident*, provided testimony expressing opposition to this project, due to traffic and possible crime increase.
- **Alfred Elia**, *Ocoee Resident*, provided testimony expressing his concern with the increase in traffic flow, and tree removal associated with the proposed project.
- **David Brennan**, *Ocoee Resident*, provided testimony expressing his concern for the wildlife in the area and the removal of trees, the proposed density, and the City's image.
- **Chris Rogers**, *Ocoee Resident*, provided testimony expressing his concerns about the increased traffic congestion and the potential for accidents.
- **Sulaine Gonzalez**, *Ocoee Resident*, provided testimony expressing her concerns about the increased traffic flow and the issues with parents blocking private driveways and mailboxes during afterschool pick-up. She also stated that local wildlife will become more prevalent as they search for new habitats; and further, presented photos of wildlife (bears) that have been spotted on her property.
- **Joe Fana**, *Ocoee Resident*, provided testimony supporting the growth in the community and does not fully oppose this project; however, he is concerned about the proposed subdivision exit. He suggested reconfiguring the proposed plan while keeping the zoning unchanged, and requested a traffic light.
- **Jan Rogers**, *Ocoee Resident*, provided testimony expressing her concern about the potential decrease in value of the surrounding homes, and explained external obsolescence.
- **Andrea Jones**, *Ocoee Resident*, provided testimony stating that she spoke at the April 16th City Commission Meeting, where she expressed her concerns about increased traffic and noise due to tree removal. The developer indicated at that meeting that public concerns would be addressed; however, she felt they did not address any public concerns during their presentation.
- **Nicole Webster**, *Ocoee Resident*, provided testimony expressing her concerns with increased traffic, safety of the children at the bus stop and walking to school, and the ability for safety vehicles to maneuver through the property.

Recess – 8:27 PM – 8:34 PM

Jason Searl, *Attorney with Gray Robinson*, addressed 7 of the 11 audience questions related to

**Regular City Commission Meeting
May 21, 2024**

density, zoning use, wildlife concerns specific to the eagle's nest, and devaluation of homes. He further asked the traffic experts to address the traffic related concerns.

Ayman As-Saidi, *Vice Present of Engineering with Traffic & Mobility Consultants*, provided testimony explaining that the crash data from FDOT and the signal warrant study, which included crash analysis, did not warrant the need for a traffic light. He suggested that adjusting the timing of the signal at Clarke Road and AD Mims Road after the widening could help improve traffic flow. **Mr. Searl** confirmed with Mr. As-Saidi that the traffic impact analysis, including the conclusion regarding the traffic signal warrant analysis, was submitted to the City and reviewed by the City's consultant. **Mr. As-Saidi** answered in the affirmative.

James Taylor, *Kimley Horn*, provided testimony that he was engaged by the City to review all traffic-related materials submitted by the applicant. He stated that comments were exchanged, but after reviewing the responses, they concurred with the findings that the traffic volumes and crash data do not currently warrant a signal.

The public hearing was closed.

Commissioner Kennedy asked for the low density to be explained. **Development Services Director Rumer** explained the calculation of density as outlined in the Land Development Code. **Commissioner Kennedy** inquired whether any additional mitigation had been submitted in response to the comments made on April 16th regarding the traffic concerns. **Development Services Director Rumer** addressed his question. **Commissioner Kennedy** shared a comment made by Mr. Searl during the last City Commission Meeting, where he stated that he could not foresee the concerns raised by citizens, despite these same concerns being voiced at the Planning & Zoning Commission. **Mr. Searl** thanked the Commissioner for allowing the continuance of this item, and further defended his previous comment by explaining his support for his response. **Commissioner Kennedy** asked Mr. Searl what type of expert witness would be the best person to speak about the character of the City. **Mr. Searl** addressed his question.

Commissioner Wilsen emphasized that City Commission members are also residents who empathize with the concerns raised by citizens regarding wildlife, trees, and other factors. However, in this quasi-judicial proceeding, the central question is whether they possess the authority to reject the property owner's development rights. **City Attorney Ardaman** clarified that the question is whether the information presented is sufficient and competent enough to meet the criteria for rezoning based on their determination. He further explained the need to determine if the testimony presented meets the criteria. **Commissioner Wilsen** noted that the primary concern expressed in the numerous emails received, as well as in tonight's testimony, was related to traffic issues, which can be addressed during budget discussions to consider installing a traffic signal. It did not seem that the residents wished to deny the development of new homes. She further commented that if the project is approved, she would like the City Commission to advocate for a traffic light at the intersection in question.

**Regular City Commission Meeting
May 21, 2024**

Commissioner Firstner thanked everyone who spoke and shared their concerns. He noted that, unfortunately, most of what he heard were opinions and speculations about the project. He did not hear any testimony on studies conducted or professional evidence that contradicts or refutes the applicant's presentation. Therefore, his decision will be based on the law, and he agrees that a traffic signal is needed at Ocoee Vista Parkway and Clarke Road.

Commissioner Oliver expressed his gratitude to those who attended this evening to voice their concerns about safety issues. He also asked whether there is a notice requirement for a quasi-judicial hearing and inquired if the residents were informed about it. **City Attorney Ardaman** addressed his concerns and explained that required notices were published for the hearing and the residents were properly noticed. **Development Services Director Rumer** clarified the steps involved in advertising legal notices, posting property, and notifying nearby property owners. He mentioned that all meetings are quasi-judicial, but since there's no magistrate present, the City usually doesn't administer oaths for testimony. **City Attorney Ardaman** further explained that all laws have been complied with and should the City Commission wish to change the properly adopted rules, they can do that in the future. **Commissioner Oliver** emphasized the necessity for additional notifications when related to quasi-judicial proceedings. He went on to mention that the City Commission is obligated to adhere to the rule of law, and cited the case law provided by the applicant. He then outlined the concerns expressed by residents tonight, asserting that they are not supported by the case law examples provided. Additionally, he discussed the implications of science and human behavior, noting that these aspects were not adequately addressed.

Mayor Johnson addressed the criticism regarding the City's image, he highlighted the community's family-friendly environment and its positive attributes. He expressed that property values in the City are on an upward trend, contrary to any testimony of decline, and interpreted the testimony heard tonight as primarily addressing traffic issues.

Commissioner Kennedy remarked that he did not hear any objections to the development itself but noted that residents preferred the original plans when they bought their homes, which involved single-family residences. **Mayor Johnson** added that there was testimony expressing opposition to further development.

Motion: Move to adopt Ordinance No. 2024-20 for Rezoning from R-1A (Single-Family Dwelling District) to PUD (Planned Unit Development District) for Gardenia Pointe, assigned parcel ID numbers 10-22-28-0000-00-003, 10-22-28-0000-00-011, 10-22-28-0000-00-128, and 03-22-28-2834-01-201 (RZ-23-02-02), subject to staff's recommendation; Moved by Commissioner Firstner, Seconded by Commissioner Wilsen.

Commissioner Wilsen expressed gratitude to Commissioner Oliver for his remarks. **Mayor Johnson** addressed the necessity of a traffic signal and suggested that discussions about it should take place during the budget session.

Motion carried 3-2 with Commissioner Kennedy and Commissioner Oliver opposing.

**Regular City Commission Meeting
May 21, 2024**

• **PUBLIC HEARING** – None

• **REGULAR AGENDA** - None

• **COMMENTS FROM COMMISSIONERS** 9:24 PM

Commissioner Oliver – Commented on the following:

- 1) Announced the light at Clarcona Ocoee Road is now operational and the speed limit has been reduced from 45 mph to 40 mph.
- 2) Spoke with the County Mayor and his staff regarding safety issues on the West Orange Trail and found out that they are interested in coming up with solutions to give pedestrians the right-of-way. More information is forthcoming.
- 3) Announced the last day of school is Friday, Memorial Day is on Monday and that is the official start of summer, so everyone needs to be cognitive on summer safety.
- 4) Announced that it is bicycle safety month.
- 5) Announced that hurricane season is from June 1st until November 30th and urged everyone to become hurricane prepared.
- 6) Concluded with an inspirational quote.

Commissioner Firstner – Commented on the following:

- 1) Invited everyone to the Memorial Day Service on Thursday, May 23rd at the Ocoee Lakeshore Center at 11:00 AM.

Commissioner Wilsen – Commented on the following:

- 1) Gave kudos to the Police Department on a successful Community Picnic
- 2) Announced that the Asian American Pacific Islander Event was a successful event.
- 3) Announced the Golden Goal Sports (GGS) Youth Soccer Academy's 2008 Gold Team won the State Cup, this weekend, which is the highest program competition at the State level. **Mayor Johnson** announced GGS were also the recipient of \$10,000 from their sponsor VMG.
- 4) Announced a ribbon cutting for a new grocery store on Thursday at 10:00 AM.
- 5) Asked for clarification on if HOA meetings are private meetings or open to the general public. **City Attorney Ardaman** stated that it is up to the HOA, but cautioned on two or more members of the City Commission being present and encouraged a notice be posted, if that occurs.

Commissioner Kennedy – Commented on the following:

- 1) Thanked those in the audience that were still at the meeting for being engaged and participating.
- 2) Remarked that this is the second time that Commissioner Oliver has announced his meetings with Orange County Government. He instructed staff, the Mayor, and the City Attorney to investigate what can be done to stop this, as it violates their rules and procedures.

**Regular City Commission Meeting
May 21, 2024**

Mayor Johnson – Commented on the following:

- 1) Urged each member on the City Commission to have the ability to make decisions on development, regardless of whether residents agree or not.
- 2) Concluded with an inspirational quote.

• ADJOURNMENT 9:45 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: June 4, 2024
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Reappointment on the Code Enforcement Board (3-year term). (City Clerk Sibbitt)

Background Summary:

The Code Enforcement Board was created by Ordinance No. 741 on June 16, 1981. The purpose of this Board is to review residential property infractions of the City Technical Codes, negotiate compliance and impose fines for failure to comply. The City utilizes a magistrate apart from the Code Board for code enforcement issues involving commercial properties. The Code Enforcement Board shall consist of seven (7) regular members and two (2) alternate members, all with three-year terms.

The terms of Members David Brennan and Johnmichael Fernandez expire June 2024. Both members have expressed an interest in being considered for reappointment. In 2023, Member Brennan attended six (6) out of seven (7) meetings. Member Fernandez was appointed in February 2024 to fill a vacant seat and complete a term; since his appointment, he has attended all the meetings.

Issue:

Should the Honorable Mayor and City Commissioners consider reappointing Member Brennan and Member Fernandez to the Code Enforcement Board to serve another three-year term ending June 2027?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners consider reappointing Member Brennan and Member Fernandez to the Code Enforcement Board to serve another three-year term ending June 2027.

Attachments:

1. 2023 Attendance Log
2. 2024 Attendance Log
3. Board List

Financial Impacts:

None

Type of Item: Consent

CODE ENFORCEMENT BOARD ATTENDANCE 2023

Board Member		Term Expires	January	February	March	April	May	June	July	August	September	October	November	December <i>No Meeting Scheduled</i>	Attendance Ratio
Chair	Valerie Odom	Jun-24	P	P	NO M E E T I N G	P	NO M E E T I N G	P	P	NO M E E T I N G	P	P	NO M E E T I N G	NO M E E T I N G	7/7
Vice-Chair	Joe Bandur	Jun-25	P	P		P		A	P		P	P			6/7
Member	Warren Lewis	Jun-26	P	P		P		P	P		P	A			6/7
Member	William Mann	Jun-25	P	P		A		P	A		P	P			5/7
Member	David Brennan	Jun-24	P	P		P		P	P		A	P			6/7
Member	Laini Schultz	Jun-25	P	P		A		P	P		P	P			6/7
Member	Crystal Smalldon	Jun-26						P			P	P			3/3

ALTERNATE MEMBERS															
Alt. Member #1	Vacant	N/A													
Alt. Member #2	Vacant	N/A													

RSND = resigned

CODE ENFORCEMENT BOARD ATTENDANCE 2024

Board Member		Term Expires	January	February	March	April	May	June	July	August	September	October	November	December <i>No Meeting Scheduled</i>	Attendance Ratio
Chair	Joe Bandur	Jun-25	P	NO M E E T I N G	P	P								NO M E E T I N G	/10
Vice-Chair	Warren Lewis	Jun-26	P		P	P									/10
Member	William Mann	Jun-25	A/E		A/E	A/E									/10
Member	David Brennan	Jun-24	P		P	P									/10
Member	Laini Schultz	Jun-25	P		P	P									/10
Member	Crystal Smalldon	Jun-26	P		P	A/E									/10
Member	Johnmichael Fernandez	Jun-24			P	P									/9

ALTERNATE MEMBERS															
Alt. Member #1	Vacant	N/A													
Alt. Member #2	Vacant	N/A													

RSND = resigned

CODE ENFORCEMENT BOARD

Created by Ord. #741 on 6-16-81/Amended by Ord. #1004 on 9-1-87/ #89-43 on 11-21-89/ #95-06 on 3-7-95 / #2017-005 on 1-17-17.
Members must be City residents per § 7-5.A, Code of Ordinances and they will serve 3 year terms.
Election for Chair and Vice-Chair held in June.

(7 Regular and 2 Alternate Members ~ 4 is a Quorum)

Member	District	Email	Term Expires
1. Johnmichael Fernandez	4	Johnmichaelf98@yahoo.com	June 2024
2. Warren Lewis	1	walewis051515@gmail.com	June 2026
3. Joe Bandur	1	joecodee@yahoo.com	June 2025
4. William Mann	4	Malachiyehuda17@gmail.com	June 2025
5. David Brennan	4	mrhometurf@aol.com	June 2024
6. Laini Schultz	2	lainischultz@gmail.com	June 2025
7. Crystal Smalldon	2	crystal-smalldon@gmail.com	June 2026

Alternate Members	District	Email	Term Expires
1. Vacant			
2. Vacant			

Board Attorney

Fowler, Feeney & Associates **407/425-2684 (W)**
James A. Fowler "Skip", Esq. **407/487-0005 (Fax)**
Sharyn Hudson – Executive Assistant [**sharyn@ffalaw.org**](mailto:sharyn@ffalaw.org)
28 West Central Blvd.
Suite 400
Orlando, FL 32801



Meeting Date: June 4, 2024
Item #: 3

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Appointment to the Parks and Recreation Advisory Board. (City Clerk Sibbitt)

Background Summary:

Members of the Parks and Recreation Advisory Board (PRAB) serve three-year terms. According to the resolution, the board consists of nine (9) members, and only legal residents of the City of Ocoee or members of a city sporting organization that uses Ocoee parks are eligible for membership. Currently, the board has six (6) members.

In January 2024, former member Qubeliah Graham was considered to have resigned from the board after missing three consecutive meetings. The Board's Bylaws, enacted by the Ocoee City Commission, state that any member who misses three consecutive regular meetings, five regular meetings in a 12-month period, or does not participate in one Board-sponsored event is deemed to have resigned (Article 3.5).

On May 17, 2024, Ms. Graham contacted the City Clerk expressing her interest in rejoining the PRAB, citing her renewed availability to commit to the board. No other applications are currently on file.

Issue:

Should the Honorable Mayor and City Commissioners consider appointing Qubeliah Graham to the Parks and Recreation Advisory Board to serve a three-year term ending October 2027?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners consider appointing Qubeliah Graham to the Parks and Recreation Advisory Board to serve a three-year term ending October 2027.

Attachments:

1. Board Application
2. Board List

Financial Impacts:

None

Type of Item: Consent



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoee.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) Qubeliah Graham E-mail Address trooperQ@hotmail.com
 Home Address 1374 Plumgrass Circle, Ocoee FL 34761
 Phone 407-900-1332 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 4

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 Temporarily Disabled Position _____

Business Address _____

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

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

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

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

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

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

Is this for Reappointment? ☒ Yes ☐ No

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

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

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

Education: BS dual Management and Marketing. MS Ed Special and Elementary

Experience: 11+ years of prior City of Ocoee Parks and Recreation Advisory Board

Special Knowledge or Skills: Prior to my car accident and Covid (2021), which left me disabled, I attended Board meetings/ events and carried out the duties required of me to the best of my abilities. I look forward to serving again- while trying to regain some of my past activities.

Community/Civic Organizations & Involvement: Non-profit Founder- feeding the homeless, mission trips, toiletry drives etc.

Hobbies or Special Interests: Gardening, Crafting

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 Qubeliah Graham

Date 5/20/24

PARKS AND RECREATION ADVISORY BOARD

Created by Ordinance No. 908, 9-02-86/Amended by Ordinance Nos. 937, 93-02, 98-29, 2009-012 and Repealed by 2021-052
Reestablished by Resolution No. 2021-011, Amended by Resolution No. 2022-03
Members must be legal residents of the City of Ocoee or members of a City sporting organization that utilize the Ocoee parks
(9 Members/Three-Year Terms/Quorum is 50% plus One)

Member	District	Email	Term Expires
1. Jane Rainer <i>Ocoee Youth Soccer League Rep</i>	4	jrainer@ggssocceracademy.com	10/25
2. Ahmad Hassan	4	Hassan.ah1992@gmail.com	10/26
3. Sherrall Applegate	1	acodapple@gmail.com	10/26
4. Brad Lomneck	2	bradlovesocoe@gmail.com	10/26
5. Eli Salhab	4	Elisalhab@yahoo.com 4thekidsentertainment@gmail.com	10/25
6. Jim Moyer	4	Jimmoyer1956@gmail.com	10/25
7. Vacant			
8. Vacant			
9. Vacant			

Commission Liaison

Rosemary Wilsen

407-298-1574

RWilsen@ci.ocoe.fl.us

Staff Liaison

Mark Johnson

407-905-3100 ext. 9/5002

Recording Clerk

Kim McMillin

407-905-3100 ext. 9/5110

kmcmillin@ocoe.org



Meeting Date: June 4, 2024

Item #: 4

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Fourth Amendment to the Contract for Interment and Inurnment Services at the City of Ocoee Cemetery and Approval of Resolution Amending Exhibit “B” Schedule of Product and Service Fees. (City Clerk Sibbitt)

Background Summary:

On September 18, 2012, the City of Ocoee entered into a Contract with Quality Vaults and Monument, Inc., to perform interment and inurnment work as set forth in RFP #12-006 (the “Contract”). The First Amendment to the contract was approved on August 7, 2018, to automatically renew the agreement on an annual basis unless City or Contractor provide written notice to the other in accordance with the terms of the Agreement; the Second Amendment was approved on May 18, 2021, to add a cost for engraving the date of death; and the Third Amendment was approved on January 18, 2022, to increase costs associated with engraving niche doors due to a supply demand. The City was again notified by Quality Vaults that the costs associated with engraving niche doors have drastically increased due to a change in the vendor. Therefore, staff desires to amend the existing Contract to increase the costs associated with performing this service.

Section 3 of Chapter 61 of the Code of Ordinances authorizes the City Commission to amend the City of Ocoee Cemetery Rules and Regulations by resolution from time to time, as deemed necessary. Exhibit “B” Schedule of Product and Service Fees will require an amendment to include the additional fee for the engraving.

Quality Vaults and Monument, Inc., is the sole provider of services to the City at this time. If approved, both the amendment and resolution will become effective immediately.

Issue:

Should the Honorable Mayor and City Commissioners approve the Fourth Amendment to the Contract for Interment and Inurnment Services at the City of Ocoee Cemetery with Quality Vaults and Monuments, Inc., and the resolution amending Exhibit “B” Schedule of Product and Service Fees?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Fourth Amendment to the Contract for Interment and Inurnment Services at the City of Ocoee Cemetery with Quality Vaults and Monuments, Inc., and the resolution amending Exhibit “B” Schedule of Product and Service Fees.

Attachments:

1. Quality Vaults Letter

2. Fourth Amendment to Contract for Interment and Inurnment Services - Quality Vaults
3. Exhibit B
4. Resolution - Amending Cemetery Rules Regulations

Financial Impacts:

There is no Financial Impact on the budget with the approval of the Amendment.

Type of Item: Consent



QUALITY VAULTS & MONUMENTS, INC.



May 2, 2024

Dear Valued Customer,

Due to the recent passing of our former owner James Tramonte and with the new change of ownership, we have had to make some changes in our vendors. With this change of vendors our prices for engraving and final death dates have had to increase. We would like to file an addendum to our current contract with you.

I have included on a separate page the old prices and the new current prices.

Thank for your business. If you have any questions feel free to contact us anytime.

Thanks,

Susan Schneider

A handwritten signature in black ink, appearing to read 'Susan', with a long, sweeping horizontal line extending to the right.



QUALITY VAULTS & MONUMENTS, INC.

Please see below Current and Old Engraving Cost for Niche Doors for Ocoee.

Old Price: (Price on the contract with us)

Engrave Niche Door: \$175.00
Add date of Passing on Existing Engraved Door: \$145.00

Current New Pricing (Wholesale Cost):

Single Niche Door: \$250.00
Double Niche Door: \$315.00

Add date of Passing on Existing Engraved Door: \$245.00

We let all future customers know future inscriptions such as DOD are not included in the cost.

Thank You.

Ocoee – Corporate Office	DeLand Shop	Lake Wales Office
751 S. Bluford Avenue	870 West Avenue	801 Henry Street
Ocoee, Florida 34761	DeLand, Florida 32720	Lake Wales, Florida 33853
Phone: 407-656-8781	Phone: 386-738-9055	Phone: 863-679-5400
Fax: 407-656-4403	Fax: 386-738-7063	Fax: 863-679-8900

**FOURTH AMENDMENT TO CONTRACT FOR INTERMENT AND INURNMENT
SERVICES AT THE CITY OF OCOEE CEMETERY
RFP-12-006**

THIS FOURTH AMENDMENT TO CONTRACT FOR INTERMENT AND INURNMENT SERVICES AT THE CITY OF OCOEE CEMETERY (the "Amendment") is entered into on the _____ day of _____, 2024, by and between the **CITY OF OCOEE**, a Florida municipal corporation, hereinafter referred to as "Ocoee", and **QUALITY VAULTS AND MONUMENTS, INC.**, a Florida corporation, 751 S. Bluford Avenue, Ocoee, Florida 34761, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, on July 1, 2012, Ocoee issued RFP#12-006 to seek a contractor for interment and inurnment services at the City of Ocoee Cemetery; and

WHEREAS, Contractor was the sole respondent to RFP#12-006; and

WHEREAS, Ocoee and Contractor entered into an AGREEMENT FOR INTERMENT AND INURNMENT SERVICES AT THE CITY OF OCOEE CEMETERY (the "Agreement") dated September 18, 2012, for Contractor to perform interment and inurnment work as set forth in RFP #12-006; and

WHEREAS, Ocoee and Contractor entered into the FIRST AMENDMENT TO CONTRACT FOR INTERMENT AND INURNMENT SERVICES AT THE CITY OF OCOEE CEMETERY on August 7, 2018, to automatically renew the agreement on an annual basis unless City or Contractor provide written notice to the other in accordance with the terms of the Agreement; SECOND AMENDMENT TO CONTRACT FOR INTERMENT AND INURNMENT SERVICES AT THE CITY OF OCOEE CEMETERY on May 18, 2021, to add a cost for engraving the date of death; and the THIRD AMENDMENT TO CONTRACT FOR INTERMENT AND INURNMENT SERVICES AT THE CITY OF OCOEE CEMETERY on January 18, 2022, to increase costs associated with engraving niche doors due to a supply demand.

WHEREAS, Ocoee and Contractor desire to amend the Agreement subject to the terms and conditions set forth herein.

AGREEMENT

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

1. **Compensation.** Section 3 of the Agreement is amended to provide an updated **Exhibit "B"**, attached hereto. The rates and prices as specified, by this Amendment, will be in effect upon approval. Thereafter, the amount as specified in **Exhibit "B"** may be increased or decreased by the City. The Contractor may request a unit price adjustment each year at least sixty (60) days prior to the renewal date of this Contract. The Contractor must provide reliable and verifiable justification for the unit price adjustments. The City's Superintendent, as defined in Chapter 61 of the City of Ocoee Code of Ordinances (the "Superintendent"), may recommend or reject the request. Any rate escalation shall be subject to approval by the City Manager.

2. **Effective Date of Amendment.** This Amendment shall become effective upon approval. All of the terms, covenants, conditions, and provisions of the Agreement, unless modified by this Amendment, are hereby reinstated and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Fourth Amendment to be executed by their authorized representatives on the day and year first above written.

QUALITY VAULTS & MONUMENTS, INC.

By:_____
Title:_____
Date:_____

CITY OF OCOEE

By:_____
Rusty Johnson, Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION IN A MEETING HELD ON,
_____, 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:_____
Rick Geller, City Attorney

EXHIBIT "B"

RATES AND PRICES

Service	Contractor Price
<i>Interment</i>	
a. Open and Close Adult Grave	\$575
b. Open and Close Um Vault	\$175
c. Open and Close Infant Grave	\$175
d. Set-up for Service as Part of Interment	\$150
e. Set-up for Service without Interment	\$175
<i>Disinterment</i>	
a. Open and Close Each Grave	\$575
b. Handling within One Cemetery	\$250
c. Handling between Two Cemeteries	\$400
<i>Inurnment</i>	
a. Open and Close Niche	\$200
b. Set-up for Service as Part of Inurnment	\$150
c. Set-up for Service without Inurnment	\$175
d. Engrave Niche Door	\$175 \$250
e. Add Date of Passing to Existing Engraved Door	\$145 \$245
<i>Additional Items</i>	
a. Extra Tent and 12 Chairs (Requires Set-up)	\$150
b. Surcharge for Less than 24 Hours Notice	\$200
c. Surcharge for Services after 3:00 pm	\$100
d. Surcharge for Saturday Service	\$100
e. Surcharge for Sunday Service	\$300
f. Surcharge for Holiday Service	\$350

Notes:

1. The Standard Set-up includes 15 ft. by 15 ft. tent, 12 chairs with covers, and artificial turf cover of exposed soil.
2. There may be additional charges from the Contractor for the cost of removing and replacing monuments that encroach into the grave space. Any such charges shall be negotiated between the Contractor and the funeral service provider and paid directly to the Contractor by the funeral service provider.
3. The cost of opening and closing a grave in another cemetery is not included in the price for disinterment. The actual cost will be set by the receiving cemetery and paid directly by the requesting party to the Contractor.

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA
AMENDING RESOLUTION 2022-04 RULES AND
REGULATIONS FOR OPERATION OF THE CITY
CEMETERY; SPECIFICALLY AMENDING EXHIBIT “B”;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, Section 3 of Chapter 61 of the Code of Ordinances of the City of Ocoee authorizes the City Commission of the City of Ocoee from time to time to adopt, by resolution, rules and regulations for operating the City Cemetery; and

WHEREAS, the Cemetery is a valuable asset of the City and its citizens; and

WHEREAS, the proper management and appearance of the Cemetery is a vital City function; and

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

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Section 3 of Chapter 61 of the Code of Ordinances of the City of Ocoee, Article VIII of the Constitution of the State of Florida, and Chapter 166, Florida Statutes.

SECTION 2. Amendment of Cemetery Rules and Regulations. The Ocoee City Cemetery Rules and Regulations, as set forth in Exhibit “A,” inclusive of the Schedule of Products and Services Fees, as set forth in Exhibit “B” attached hereto and, by this reference, made a part hereof are hereby adopted.

SECTION 3. Conflicts. All resolutions, parts of resolution, or acts of the City Commission of the City of Ocoee in conflict herewith are hereby repealed and rescinded.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution 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 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____, 2024.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2024
UNDER AGENDA ITEM NO. _____.**

FISHBACK DOMINICK

By: _____
Rick Geller, City Attorney

EXHIBIT “A”
Ocoee City Cemetery Rules and Regulations

1 Definitions. The following terms have the meaning described below when used in these Rules and Regulations:

- 1.1 “Administrator” or “Cemetery Administrator” is that person described in § 61-6 of the Code of Ordinances of the City of Ocoee and having the duties described in § 61-7 of that Code. The Administrator is the person appointed to serve as the Cemetery Administrator for the purposes of implementing these Rules and Regulations.
- 1.2 “Burial Right” means the right to use a grave space or columbarium niche for the interment, inurnment, or other disposition of human remains or cremated remains.
- 1.3 “Casket” means a rigid container that is designed for the encasement of human remains and that is usually constructed of wood, metal, or fiberglass, and is typically ornamented and lined with fabric.
- 1.4 “Cemetery” is a place dedicated to and used for the permanent interment or inurnment of human remains or cremated remains. A cemetery may include land or earth interment; mausoleum, vault, or crypt interment; a columbarium, ossuary, scattering garden, or other structure or place for the disposition of cremated remains; or any combination of two or more of such structures or places.
- 1.5 “City Clerk” is the person described under Article V, § C-28 of the Charter of the City of Ocoee.
- 1.6 “City Manager” is the person described in Article IV of the Charter of the City of Ocoee and with the authority over cemetery operations described in Chapter 61 of the Code of Ordinances of the City of Ocoee.
- 1.7 “Columbarium” is a structure or building that is substantially exposed above the ground and that is intended for the inurnment of cremated remains in individual niches.
- 1.8 “Cremated Remains” or “Cremated Human Remains” are all the remnants of the human body recovered after the completion of the cremation process and may include the residue of any foreign materials, such as casket, bridgework, or eyeglasses, that were cremated with the human body.
- 1.9 “Cremation” is a mechanical or thermal process whereby a dead human body is reduced to ashes and bone fragments.
- 1.10 “Cremation Urn Vault” or “Cremation Interment Container” is an urn designed for the underground storage of cremated remains. Such an urn has a rigid outer container constructed of concrete. Cremated remains may be placed directly within the urn vault; a separate internal urn is not required.

- 1.11 “Designation” is the process of assigning the right of burial or inurnment to a person who is not the owner of a cemetery plot or the subscriber to a columbarium niche. Absent a designation, the owner of a plot or the subscriber of a niche is assumed to be the person for whom use is designated.
- 1.12 “Designee” is the person for whom a burial or inurnment right has been designated.
- 1.13 “Disinterment” is the removal of a dead human body, typically in a casket or other container, from the earth or an aboveground interment.
- 1.14 “Entombment” is the process of placing a deceased person’s remains in an aboveground mausoleum.
- 1.15 “Funeral” or “Funeral Service” means the observances, services, or ceremonies held to commemorate the life of a specified deceased human being and at which the human remains are present.
- 1.16 “Grave Space” is an entire plot or a designated portion of a multiple-space plot set aside for the interment of human remains. Each grave space provides an area of ground for the burial of one casket in a vault or one cremation urn vault.
- 1.17 “Human Remains” or “Remains” is the body of a deceased human person for which a death certificate or fetal death certificate is required under State law and includes the body in any stage of decomposition. As used herein, the term will typically refer to the contents of an urn or casket.
- 1.18 “Inurnment” refers to the placement of an urn containing cremated remains above ground in a niche or below ground in a cremation urn vault.
- 1.19 “Interment” refers to the placement of a casket containing the remains of a deceased person in a grave space; a.k.a., a burial.
- 1.20 “Legally Authorized Person” or “Legally Authorized Representative” is a person defined under § 497.005(3), Florida Statutes; i.e., is authorized by an owner, subscriber, or designee to act on their behalf.
- 1.21 “Mausoleum” is a structure or building that is substantially exposed aboveground and used for the interment of human remains.
- 1.22 “Memorial Service” is a service that recognizes the life of one or more persons at a time subsequent to a funeral.
- 1.23 “Monument” is any product used to identify a gravesite or serve as a cemetery memorial of any kind, including monuments, markers, lights, mementos, and vases, which may be permanent or temporary in nature.

- 1.24 “Niche” is a compartment or cubicle for the permanent placement of an urn in a columbarium.
- 1.25 “Occupant” is an individual who has the right to have his or her remains placed in a niche or grave space.
- 1.26 “Plot” or “Burial Plot” is a rectangular area containing one or more grave spaces and is the smallest area of ownership within the Cemetery.
- 1.27 “Plot Owner” is an individual who has acquired a plot from the original or subsequent owner of the land. The plot owner is the current owner of the burial plot. Any references herein to plot owner includes any designated alternate or legally authorized person unless otherwise apparent from the wording.
- 1.28 “Resident” is a person who presently resides in the City of Ocoee.
- 1.29 “Subscriber” is an individual who has paid all fees for the reservation of a niche. Any references herein to subscriber includes any designated alternate unless otherwise apparent from the wording.
- 1.30 “Subscription” is the perpetual right to use a columbarium niche for the storage of a deceased person’s cremated remains in an urn. The term applies to both the preservation of a future right of use and the actual use of a niche. Subscriptions are permanent unless terminated under one of the provisions of these Rules and Regulations.
- 1.31 “Superintendent” or “Cemetery Superintendent” is the person described by § 61-4 of the Code of Ordinances of the City of Ocoee with the powers and duties provided in § 61-5 of that Code. The Superintendent is an employee of the City.
- 1.32 “Urn” is a device or receptacle for permanently storing and encasing cremated remains in a columbarium niche. As used herein, an urn is a container into which cremated remains may be placed and closed in such a manner as to prevent leakage or spillage of the remains. A cremation urn vault serves as an urn for underground inurnment.
- 1.33 “Vault” or “Outer Burial Container” is a reinforced structure typically constructed of concrete and designed to support the weight of earth overlaying a burial site. A single casket is placed in a vault.

2 Authority.

- 2.1 The use and care of the Cemetery are subject to the management and control of the Ocoee City Commission through Chapter 61-1 of the Code of Ordinances of the City of Ocoee and these Rules and Regulations. The City Commission reserves the right to make, amend, and repeal such regulations and policies, as it deems appropriate. The City may, at any time, amend or waive any of its Cemetery Rules and Regulations upon direction of the City Manager. Waiver of any rule or regulation does not constitute a continuing waiver with respect to any situation arising thereafter.

3 Cemetery Plots

- 3.1 A plot owner has the right to inter or inurn the remains of one (1) person in a cemetery plot he or she owns. A plot consists of one grave space that may contain the remains of a single deceased person, as designated by the plot owner and as applicable and subject to the restrictions provided below. The remains of the designated person may be contained in a casket and buried in a vault below ground or entombed in a mausoleum above ground within the plot. Alternatively, the cremated remains of the designated person may be buried in a cremation urn vault or entombed in a mausoleum within the plot. The City does not supply the required vault, cremation urn vault, or mausoleum but does maintain a list of approved vaults and suppliers to inform the public. A request for a special exception to inter two urn vaults in a single, previously-owned grave space may be submitted to the Cemetery Administrator and approved by the City Manager. Each case will be considered individually.
- 3.2 Ownership of a plot may be voluntarily transferred to the City, which may reimburse the owner in an amount equal to the original purchase price, as provided in § 61-8 D of the Code of Ordinances. In the absence of acceptable proof of the actual price paid, as determined by the Administrator, the price of \$50 shall be used as the amount to be reimbursed.
- 3.3 A plot owner may designate the right to use an owned grave space by any person. Such a person, or designee, may not transfer the right of use to a third party. Right of occupancy may be demonstrated by a notarized statement executed by the plot owner granting the right for the named individual to utilize the grave space upon death. Either the owner or designee may end the right of use through a notarized document terminating the designation. Purchases made after September 30, 2012, shall require a designation at time of purchase.
- 3.4 Each plot owner may authorize another person to make or change designations or take other action in case the plot owner dies or becomes incapacitated. Such an authorization must be made in writing to the Administrator and the signature of the owner taking such action must be notarized, and may be revoked or modified by the owner in the same manner at any time. Such a person will be treated as a legally authorized representative.

- 3.5 The City permits the interment of the inurned cremated animal remains of the decedent's pet or pets with the decedent's human remains or cremated remains in a plot, provided the human remains and cremated animal remains are not intermingled and the interment with the cremated animal remains is with the authorization of the decedent or other legally authorized person acting for the decedent. For example, the cremated animal remains may be placed in an urn and the urn placed in the casket of a deceased person for burial.
- 3.6 Monuments in all sections of the cemetery must be markers, headstones, or flat ledgers and must be made of bronze, marble, or granite. A monument to a plot may be added upon the granting of a permit to do so by the Administrator following acceptance of the proposed monument and payment of the appropriate fees. In considering whether to grant the permit, the Administrator shall determine if the monument is compliant with Cemetery Rules and Regulations. Should the Administrator reject the application, the applicant may appeal the decision to the City Manager. Should the City Manager affirm the decision of the Administrator, the applicant may appeal the decision to the City Commission. All facilities, markers, and monuments installed in or on a plot are the property and responsibility of the owner, as provided in § 61-8 J of the Code of Ordinances.
- 3.7 Only the City and/or its authorized agent(s) may perform interment, inurnment, and other services related to the cemetery. A permit must be obtained from the Administrator for all such services.
- 3.8 Permission to inter or inurn the remains of a deceased person in a grave space must be secured from the Administrator at least 24 hours in advance of the anticipated date and time for such an event. Friday at noon is the cut-off time for scheduling a weekend service.
- 3.9 The City reserves the right to inspect improvements to a plot for compliance with these Rules and Regulations, conformance with other applicable laws, and consistency with any City permit granted for the improvement. Should problems be found, the plot owner or appropriate legally authorized person shall be notified of the deficiency in writing by the Administrator and given a stated period of time for corrective action to be taken. The cost to correct any issues will be the responsibility of the decedent's authorized representative. Failure to take the required corrective action within the designated period shall be treated as a code violation under the provisions of Chapter 7 of the Code of Ordinances.
- 3.10 Demonstrating proof of the right to use a grave space for the interment or inurnment of a deceased person's remains is the responsibility of the person seeking to use the space. The Administrator may determine the manner of demonstrating the right of use and accept such evidence as may be presented in order to determine whether to issue a permit to utilize a given grave space.

- 3.11 Due to incomplete records prior to the city's ownership of the cemetery, the City cannot confirm or defend the ownership of any plot or burial right. Providing evidence of plot ownership or burial right within a grave space is the responsibility of the person seeking to establish such ownership or right. The Administrator may determine the manner of demonstrating plot ownership, accept such evidence as may be offered to demonstrate ownership, and reach a determination as to ownership for the purposes of managing the Cemetery and the use of plots and grave spaces. In general, proof of ownership must be demonstrated by a deed, probated will, or notarized bill of sale.
- 3.12 Each plot owner is required to provide the City with his or her residential address at all times, as required by § 497.286, Florida Statutes. Failure to do so will result in an assumption of abandonment by the owner as provided in § 61-8H of the Code of Ordinances.

4 Columbarium Niches.

- 4.1 A columbarium niche may be used to inurn the cremated remains of a single deceased person. A subscription entitles the subscriber or a designated person to use the identified niche in perpetuity, subject to the limitations listed herein. Any subscriber obtaining more than one niche must designate at time of purchase the person(s) using each niche as provided in § 61-9 H of the Code of Ordinances. The subscription fee does not include the cost of cremation or the urn and the City has no involvement with the cremation process.
- 4.2 Each subscriber may authorize another person to make or change designations or take other actions in case the subscriber dies or becomes incapacitated. Such an action must be made in writing to the Administrator and the signature of the subscriber making the appointment must be notarized. Any such appointment may be revoked or modified by the subscriber in the same manner at any time.
- 4.3 Once a niche has been utilized for inurnment, the subscriber may seek permission from the Administrator to remove the cremated remains originally inurned and inurn a different individual upon payment of the prescribed fees. The normal fee to open a niche shall apply when the cremated remains are removed.
- 4.4 Subscriptions may be canceled by a subscriber prior to inurnment and thereby released back to the City. Should a subscription be canceled in the manner herein described, a refund equal to the original subscription fee shall be refunded to the subscriber.
- 4.5 A subscriber may seek permission to remove the cremated remains originally inurned and cancel the subscription. Should a subscription be canceled in the manner herein described, a refund equal to the original subscription fee shall be refunded to the subscriber subject to a deduction \$200 for each year or part of a year in which the niche was used to store cremated remains. The normal fee to open a niche shall apply when the cremated remains are removed.

- 4.6 Inurnment of cremated remains in a niche requires the use of an urn. The Administrator shall approve any urn used prior to inurnment. The City does not supply the urn. The Standards section of these Rules and Regulations provides the controlling specifications for urns.
- 4.7 Each subscriber must notify the Administrator in writing of changes to his or her residential mailing address and phone number as provided in 61-8G of the Code of Ordinances.
- 4.8 No remains may be inurned in a niche except those of the subscriber or the person designated by the subscriber for that niche. A subscriber may declare or modify the designated user at any time prior to inurnment upon written application to the Administrator. A subscription cannot be sold or otherwise transferred to a third party by any subscriber; subscriptions may only be canceled.
- 4.9 Permission to inurn the remains of a deceased person must be secured from the Administrator at least 24 hours in advance of the anticipated date and time for such an event. Permission may be granted only upon filing and approval of the appropriate permit with the cemetery Administrator.
- 4.10 If corrective action is required for any unauthorized changes, the cost to correct such issues will be the responsibility of the decedent's legally authorized representative.
- 4.11 The only type of monument permitted for a niche is the plaque provided, inscribed, and installed by the City. The cost of the plaque and its inscription and installation are not included in the reservation fee for the niche. The subscriber must notify the Administrator in writing of any error in engraving the plaque within 12 months of installation. Should a change be desired in the plaque's inscription other than to correct an error, the subscriber or authorized representative of the occupant must submit an application to do so and pay the required fees.
- 4.12 The City shall endeavor to protect the cremated remains and urns during the inurnment after they are placed in the columbarium, but it shall have no responsibility for failure to do so. Should the columbarium be damaged through a natural or manmade disaster, the City will take such action as it deems appropriate to recover, identify, and protect inurned remains. Should it be impossible or impractical for the City to repair and/or replace the columbarium, as may be determined by the City, the Administrator will seek to contact the subscriber, known alternate, occupant's legally authorized representative, or known descendant to accept the cremated remains for inurnment at another location. Should no such person be found or such person not timely respond to the notification, the City may respectfully place the cremated remains in an alternative location and retain documentation of such action as a public record. In no case shall a refund of fees be made as a result of the City's inability to operate the columbarium due to damage or loss, as hereinabove described.

- 4.13 The City, while making repairs or improvements to the columbarium, may temporarily remove cremated remains. Otherwise, remains may only be removed with the written consent of both the City and the subscriber, the occupant's legally authorized representative, or when required by law or a court order.

5 Residency.

- 5.1 Residency pricing applies to the purchase of a cemetery plot or the subscription of a columbarium niche from the City when the person seeking to purchase the plot or subscription is a city resident, as defined above. A designee must be established for each plot purchase or niche subscription at the time it is acquired.
- 5.2 Residence may be established by showing a deed, utility bill, voting card, driver's license, or other records that include the name, date, and address of the person seeking to establish residency and covering the period of time for which residency is being established.
- 5.3 Residency, once established, is not affected by any subsequent relocation of the occupant. The occupant need not reside in the City at the time of death once residency has been established.

6 Standards.

- 6.1 A standard grave space for the interment of a single deceased person in a casket contained in a vault shall measure at least 42 inches wide and 96 inches long; these dimensions shall constitute the minimum allowable space for interment of a deceased person. Spaces defined prior to October 1, 2005, are not required to meet this standard. Only one person may be interred in such a space. An above-ground monument must be placed within the grave space.
- 6.2 A standard grave space for the inurnment of a single deceased person is 42 inches wide and 48 inches long; these dimensions shall constitute the minimum allowable space for inurnment of a deceased person in a plot. Only one person may be inurned in such a space. An above-ground monument must be placed within the grave space.
- 6.3 Each casket interred in the Cemetery must be enclosed in an approved underground vault or aboveground mausoleum.
- 6.4 The minimum amount of earth covering a vault or cremation urn vault is 12 inches.

- 6.5 Columbarium niches are 11.75 inches wide, 11.75 inches high, and 12.375 inches deep. Reinforcing brackets protrude into this space on the two upper corners. Urns to be placed in a columbarium niche must fit within these dimensions. Users are advised to make allowances in dimensional variation between niches given the natural materials used in niche construction. All urns must be constructed of durable materials and seal with a positive fastening mechanism. So-called “eco” biodegradable urns may not be used.
- 6.6 No tree or shrub may be planted on any plot. The only permitted permanent vegetative material is sod.
- 6.7 All monuments must be constructed bronze, granite or marble. The location of all or a portion of a monument within a grave space shall preclude the use of that space for the interment of deceased person if the resulting area of ground is less than minimum space stated above. An additional charge may be incurred if it is necessary to remove and subsequently replace a monument in order to conduct an interment or inurnment.
- 6.8 Monuments and grave markers other than ledgers may not exceed twenty-five percent (25%) of the surface area of the plot on which they are located.
- 6.9 No boxes, shells, toys, glassware, sprinkling cans, receptacles, landscape lighting, trinkets, mementos, or similar articles will be permitted on any grave, lot, or tree. No decorative rocks, mulch, landscape edging, or items other than permitted monuments may be used within, on top of, or around the grave space. The City reserves the right to remove decorative landscaping items that are not permitted.
- 6.10 No person may use any form of advertisement on Cemetery grounds.
- 6.11 Flowers and other symbols of tribute may be placed upon graves. Symbols of tribute may include fresh or artificial flowers, wreaths, potted plants or baskets. Except for the funeral service, arrangements should be placed on the grave space only. The use of candles is strictly limited to funeral services and memorial services and may be prohibited due to dry conditions and for other reasons. The area surrounding graves should remain clear for maintenance. The City will remove arrangements that become wilted, faded, or unsightly.
- 6.12 The City may flag or otherwise mark and/or remove items placed within cemetery plots that are not in conformance with these regulations. Plot owners shall have 45 days from the date of such action to remove or claim their item(s), after which time the City is empowered to dispose of them as it sees fit.

7. Fees and Charges.

- 7.1 The following fees (attached tables 7.1A and 7.1B) are to be applied for services and products provided by the City.
- 7.2 Notification must be made to the Administrator no later than 12:00 noon on Friday prior to any weekend interment or inurnment desired for the immediately following Saturday or Sunday. The City does not have staff available on weekends to identify grave sites and supervise interment and inurnment activities.

8. Cemetery Hours.

The Ocoee Cemetery is open to the public during daylight hours every day of the year. Any person found on the grounds after hours without City authorization will be considered to be a trespasser and treated in the same manner as any person found in a City park after hours.

9. Conduct of Persons in the Cemetery.

- 9.1 No person shall break or injure any tree or other plant, pick any flowers, or mar any landmark, marker, or memorial, or in any way deface the grounds of the Cemetery.
- 9.2 Persons within the cemetery grounds shall use only the established avenues, walkways, and roads and are forbidden to trespass on Cemetery plots.
- 9.3 Children under 16 years of age shall not be permitted within the Cemetery or its buildings, unless accompanied by an adult.
- 9.4 No person may consume alcoholic beverages within the Cemetery or carry the same into the premises except as part of a funeral service.
- 9.5 No person shall throw rubbish or debris on walks, drives, or any part of the Cemetery grounds.
- 9.6 Pets of any kind are strictly forbidden in the Cemetery.

10. Cemetery Records.

To the extent permitted by the records available to the City, the Administrator shall keep a record of every owner and designee for each cemetery plot and cremation niche, as provided in § 61-6 of the Code of Ordinances.

EXHIBIT “B”
Schedule of Product and Service Fees

Table 7.1.A

Product or Service	Non-resident Price	Resident Price
Purchase Cemetery Plot	\$1,200	\$800
Reserve Columbarium Niche	\$1,500	\$1,000
Permit to Install Monument	\$50	\$50
Transfer burial right to another person	\$25	\$15
Record a burial right or niche reservation with Orange County Records	\$35	\$35

Table 7.1.B

Service	Fee
<i>Interment</i>	
Open and Close Adult Grave	\$890
Open and Close Urn Vault	\$370
Open and Close Infant Grave	\$370
Set-up for Service with Interment	\$195
Set-up for Service without Interment	\$230
<i>Disinterment</i>	
Open and Close Each Grave	\$890
Handling within One Cemetery	\$325
Handling between Two Cemeteries	\$520
<i>Inurnment</i>	
Open and Close Niche	\$360
Set-up for Service as Part of Inurnment	\$195
Set-up for Service without Inurnment	\$230
Engrave Niche Door Front	\$205 \$280
Engrave Date of Passing	\$175 \$275
<i>Additional Items</i>	
Extra Tent and 12 Chairs (Requires Set-up)	\$195
Surcharge for Less than 24 Hours Notice	\$260
Surcharge for Services after 3:00 pm	\$170
Surcharge for Saturday Service	\$240
Surcharge for Sunday Service	\$500
Surcharge for Holiday Service	\$675

Notes:

1. The Standard Set-up includes 15 ft. by 15 ft. tent, 12 chairs with covers, and artificial turf cover of exposed soil.
2. There may be additional charges from the contractor for the cost of removing and replacing monuments that encroach into the grave space.
3. The cost of opening and closing a grave in another cemetery is not included in the price for disinterment; the actual cost will be set by the receiving cemetery.

STAFF REPORT

Meeting Date: June 4, 2024
Item #: 5

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Piggyback Florida Ag & Lawn Equipment Contract for Two (2) Utility Vehicles. (Parks and Recreation Director Johnson)

Background Summary:

The Parks and Recreation Department has \$70,000 budgeted in Fiscal Year 23/24 for two (2) Utility Vehicles. The Recreation Division has purchased one (1) John Deere Gator for the amount of \$29,626.63 and the Parks Division is purchasing one (1) John Deere Gator for the amount of \$29,361.63, totaling \$58,988.26. The combined purchases exceed the City Manager's approval authority, requiring Commission approval.

Issue:

Should the Honorable Mayor and City Commissioners approve the piggyback contract with John Deere - FL Ag & Lawn Equipment?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve piggybacking the John Deere - FL Ag & Lawn Equipment contract with Deere & Company.

Attachments:

1. John Deere Contract - FL Agriculture and Lawn Equipment
2. Gator #1 Quote
3. Gator #2 Quote

Financial Impacts:

The Parks and Recreation Department has budgeted \$70,000 for two (2) Utility Vehicles in the FY 23/24 Budget. The total cost of the two (2) John Deere Gators is \$58,988.26

Type of Item: Consent

FLORIDA - Agriculture and Lawn Equipment

Contract Number:	25101900-21-STC
Contract Period:	January 1, 2021 - December 31, 2026
Eligibility:	All governmental agencies, which have a physical presence within the State of Florida. State Universities and Colleges. Political Subdivisions including counties, cities, towns, villages and districts. Non-profit organizations. Any school district. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local [John Deere Dealer](#). Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Contract allows discount off Current MSRP at time of quoting.

Upon customer request, must provide Price Pages to justify current MSRP.

Contract Details

Delivery Obligations	Transportation and Delivery 1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order. 2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the receipt of the Equipment from the Manufacturer, with one exception – Equipment requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Equipment from the Manufacturer(s). The Dealer shall give the agency a minimum of one Business Day notice prior to delivery. Equipment shall be delivered as stipulated by the agency.
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All self-propelled operator occupied Equipment delivered by the Dealer to the agency shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the agency's option, Equipment with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Equipment's fuel tank capacity may be deducted from the invoice and payment.

The Dealer shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering an awarded Equipment that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check / Fill all fluid levels to assure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;
7. Assure that the awarded Equipment is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and
8. Where applicable, packaged to insure safe delivery to the destination. Each package shall be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.

All Equipment shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of ordering Agency's Purchase Order;
3. Copy of the applicable Manufacturer(s)'s specification(s);

	4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Equipment, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment; 5. Manufacturer's Window Sticker(s), if applicable; 6. Manufacturer's Certificate of Origin, if applicable; 7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions; 8. Copy of the Manufacturer's Standard Warranty Certifications; 9. Sales Tax Exemption Form, if applicable; 10. Temporary Tag and twenty (20) day Extension Tag, if applicable; and 11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable. Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Agency may be cause for default proceedings and / or Contract termination These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of awarded Equipment that was previously rejected upon initial delivery.
Fees	None.
Financing	Not Allowed.
Machine Hours	Not Allowed: Due to factory delivery, pre-delivery inspection, machine setup and installation of attachments, machines may have minimal hours. Machines designated as demos are not allowed.
Manuals	An operator's manual is included with the delivery of the equipment at no charge.
Miscellaneous	Contract Amendment - Contract allows discount off Current MSRP at time of quoting. Upon customer request, dealer must provide Price Pages to justify current MSRP that shows on Quote and/or Price Quote Form.

Miscellaneous – Price Quote Form and Acknowledgement of Order Form	State Agencies ONLY - The State of Florida has mandated that their Price Quote Form must be filled out prior to an agency issuing a PO. This form can be found by accessing the link above or going to the Florida website for Agriculture and Lawn Equipment Contract Number 25101900-21-STC. Both the Price Quote Form and the Order Acknowledgement Form are on the Florida website under FORMS. State Agencies ONLY - If the agency's Purchase Order cannot be fulfilled (i.e. discontinued equipment), John Deere is mandated by the State of Florida to notify the agency and submit an Acknowledgement of Order Form directly to the agency within fourteen (14) calendar days of the Purchase Order date. The Government Sales Order Processing Center will submit the form to the agency.										
Instructions for Completing Price Quote Form and Acknowledgement of Order Form	Instructions and Two Page Sample Price Quote Form										
Multiple Unit Discount	For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. See discount structure below: <table data-bbox="396 1104 1149 1272"> <thead> <tr> <th>Quantity</th><th>Additional Discount</th></tr> </thead> <tbody> <tr> <td>3-4</td><td>1%</td></tr> <tr> <td>5-6</td><td>2%</td></tr> <tr> <td>7-8</td><td>3%</td></tr> <tr> <td>9 units or more</td><td>4%</td></tr> </tbody> </table> Frontier Equipment is excluded from the Multiple Unit Discount program. “Like self-propelled products” means 3 or more utility vehicles, 3 or more Ztraks, etc. The purchase of 1 utility vehicle and 2 Ztraks would not qualify for MUD because they are not “like” products.	Quantity	Additional Discount	3-4	1%	5-6	2%	7-8	3%	9 units or more	4%
Quantity	Additional Discount										
3-4	1%										
5-6	2%										
7-8	3%										
9 units or more	4%										
Open Market by John Deere (listed in the price book)	Allowed: Open-Market items are implements, attachments, accessories, parts and bundles that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.										
Open Market by Dealer (not listed in the price book)	Allowed. Open-Market items not available from John Deere but offered by the delivering Dealer to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.										

Payment and Remittance	Credit card payments allowed. Remit to Address: Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place Chicago, IL 60673-1217
Substitutions	Government Sales must contact the state for approval.
Trade-In	Allowed: Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer will determine the trade-in value.

Price Structure

Dealers must review equipment discounts in JDQuote2.

Manual discount adjustments may be required if correct discount does not populate in JDQuote2.

<u>Product Description</u>	<u>Discount off MSRP</u>	<u>Price Page Date</u>
Lawn Tractors (X300 Series) - Group 6 – Sub-Group A, B & C	17%	Current
Garden Tractors (X500 and X700 Series) - Group 6 – Sub-Group A, B & C	17%	Current
Equipment for Lawn & Garden Tractors - Group 6 – Sub-Group A, B & C	17%	Current
Commercial Walk Behind Mowers - Group 4 – Sub-Group A & B	22%	Current
Commercial Stand-On Mowers - Group 5	22%	Current
Commercial Zero Turn Mowers - Group 8 – Sub-Group A, B & C	22%	Current
Commercial Front Mowers - Group 7	22%	Current

Commercial Wide Area Mowers - Group 9	22%	Current
Equipment for Commercial Mowing Products - Group 7, 8 & 9	22%	Current
Compact Utility Tractors-Less Than 40HP Group 11 (1023E, 1025R, 2025R, 2032R, 2038R, 3025D, 3035D, 3043D, 3025E 3032E, 3038E, 3033R, 3039R ONLY)	17%	Current
Equipment for Compact Utility Tractors - Group 11	17%	Current
Mid-Size Crossover Utility Vehicles & Equipment - Group 2 – Sub-Group A	13%	Current
Full-Size Crossover Utility Vehicles & Equipment - Group 2 – Sub-Group A	13%	Current
Traditional Utility Vehicles & Equipment - Group 2 – Sub-Group B Excludes GS Gators	16%	Current
HPX Utility Vehicles & Equipment - Group 2 – Sub-Group A	13%	Current
G&T – Reel Mowers - Group 17 – Sub-Group A, B & C	23%	Current
G&T – Special Application Mowers - Group 17 – Sub-Group C	23%	Current
G&T – Special Application Vehicles Group 16 – Sub-Group B & Group 18 – Sub-Group B	23%	Current
G&T – Aercore - Group 18 – Sub-Group A	23%	Current
G&T – Debris Maintenance - Group 18 – Sub-Group A	23%	Current
Compact Utility Tractors-Greater Than or Equal to 40HP but Less Than 75HP Group 12 – Sub-Group A (3046R, 4044M, 4052M, 4066M, 4052M, 4066M, 4044R, 4052R, 4066R ONLY)	15%	Current
Utility Tractors-Greater Than or Equal to 40HP but Less Than 75HP Group 12 – Sub-Group A	15%	

(5050E, 5060E, 5067E ONLY)		
Utility Tractors-Greater Than or Equal to 75HP but Less Than 110HP 5000 Series - Group 12 – Sub-Group B (Excludes 5050E, 5060E and 5067E)	18%	Current
Utility Tractors-Greater Than or Equal to 110HP but Less Than or Equal to 145HP Group 12 – Sub-Group C	22%	Current
Row Crop Tractors-Greater Than 140HP but Less Than 260HP Group 13 – Sub-Group A Excludes Precision Upgrades	23%	Current
Row Crop Tractors-Greater Than or Equal to 260HP but Less Than 370HP Group 13 – Sub-Group B Excludes Precision Upgrades	23%	Current
Ag / Specialty Tractors Less Than 145HP - Group 14 – Sub-Group A	20%	Current
Ag / Specialty Tractors Greater Than or Equal to 145HP but Less Than 370HP Group 14 – Sub-Group B	23%	Current
Implements and Equipment - Group 12, 13 & 14 (Material Handling, Rotary Cutters, Flail Mowers, and Flail Shredders)	23%	Current
The Following Product Descriptions Are All Under Group 15		
Ag Equipment – Combine Excludes Precision Upgrades	17%	Current
Ag Equipment – Cotton	17%	Current
Ag Equipment – Hay and Forage	17%	Current
Ag Equipment – Tillage	17%	Current
Ag Equipment – Planting and Seeding Excludes Precision Upgrades	17%	Current
Ag Equipment – Sprayers Excludes Precision Upgrades	17%	Current

Ag Equipment – Ag Management Solutions (AMS)	Same As Tractors Discount 4% If Purchased w/o Tractor	Current
Frontier Cotton	17%	Current
Frontier Cutting & Mowing	17%	Current
Frontier Hay & Forage	17%	Current
Frontier Landscape	17%	Current
Frontier Livestock	17%	Current
Frontier Material Handling	17%	Current
Frontier Planting & Seeding	17%	Current
Frontier Snow Equipment	17%	Current
Frontier Sprayers	17%	Current
Frontier Tillage	17%	Current

Contract Updates

December 31, 2023 – Contract renewed. New expiration date is December 31, 2026.

February 16, 2023 – Contract amended to allow discount off Current MSRP at time of quoting.

May 26, 2021 – Non-profit organizations are eligible to use the contract.



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Clinton Lowe

Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715

Tel: 352-394-7181

Fax: 352-394-7372

Email: jclowe@fieldsequip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715
352-394-7181
clermont@fieldsequip.com

Quote Summary

Prepared For:

Chris Hines
CITY OF OCOEE
Chris Hines
301 MAGUIRE RD
OCOEE, FL 34761
Mobile: 407-427-6320
CHINES@OCOEE.ORG

Delivering Dealer:

Fields Equipment Company

17215 Highway 27 North
Minneola, FL 34715
Phone: 352-394-7181
jclowe@fieldsequip.com

Quote ID: 30477918
Created On: 05 March 2024
Last Modified On: 06 March 2024
Expiration Date: 05 April 2024

Equipment Summary

2024 JOHN DEERE GATOR™
XUV835R (Model Year 2024) -
1M0835RAARM071571

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)

Price Effective Date:

Selling Price	Qty	Extended
\$ 29,626.63 X	1 =	\$ 29,626.63

Equipment Total

\$ 29,626.63

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 29,626.63
Trade In	
SubTotal	\$ 29,626.63
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 29,626.63
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 29,626.63

Salesperson : X

Clinton Lowe

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 30477918

Customer Name: CITY OF OCOEE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715
352-394-7181
clermont@fieldsequip.com

2024 JOHN DEERE GATOR™ XUV835R (Model Year 2024) -

Hours: 0

Stock Number: W34144

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2
CG 22)Selling Price *
\$ 29,626.63

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
574EM	2024 JOHN DEERE XUV 835R HVAC,U&P MY24	1	\$ 33,749.00	13.00	\$ 4,387.37	\$ 29,361.63	\$ 29,361.63
Standard Options - Per Unit							
182A	LESS AUTOTRAC/ GREENSTAR HARN	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	LESS JDLINK HARDWARE	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	COUNTRY CODE- US	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	BTO	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1009	MAXXIS BIGHORN 14" BLACK	1	\$ -182.00	0.00	\$ 0.00	\$ -182.00	\$ -182.00
1950	LESS APPLICATION	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2032	SEAT,FRONT,40/60 SPLIT, CLOTH	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	PARK POSITION IN TRANSMISSIO	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2501	COMPONENTS, XUV835R 1R O&B	1	\$ 126.00	0.00	\$ 0.00	\$ 126.00	\$ 126.00
3003	BOX SPRAY LINERBRAKE/ TAILGHT	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	CARGO BOX POWER LIFT	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4022	MIRRORS, CAB, WITH DOOR R4	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4065	PREMIUM HVAC W / BLACK ROOF	1	\$ -126.00	0.00	\$ 0.00	\$ -126.00	\$ -126.00
5006	HEAVY DUTY FRONT BRUSHGUARD	1	\$ 447.00	0.00	\$ 0.00	\$ 447.00	\$ 447.00
6349	LESS WINCH	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 265.00		\$ 0.00	\$ 265.00	\$ 265.00
Technology Options/Non-Contract/Open Market							



JOHN DEERE



Selling Equipment

Quote Id: 30477918 Customer Name: CITY OF OCOEE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715
352-394-7181
clermont@fieldsequip.com

1880	LESS STARFIRE RECEIVER	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	LESS DISPLAY	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 34,014.00		\$ 4,387.37	\$ 29,626.63	\$ 29,626.63



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Clinton Lowe
[REDACTED]

Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715

Tel: 352-394-7181

Fax: 352-394-7372

Email: jclowe@fieldsequip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715
352-394-7181
clermont@fieldsequip.com

Quote Summary

Prepared For:

Chris Hines
CITY OF OCOEE
Chris Hines
301 MAGUIRE RD
OCOEE, FL 34761
Mobile: 407-427-6320
CHINES@OCOEE.ORG

Delivering Dealer:

Fields Equipment Company

17215 Highway 27 North
Minneola, FL 34715
Phone: 352-394-7181
jclowe@fieldsequip.com

Quote ID: 30477918
Created On: 05 March 2024
Last Modified On: 06 March 2024
Expiration Date: 05 April 2024

Equipment Summary

Selling Price	Qty	Extended
\$ 29,361.63 X	1 =	\$ 29,361.63

2024 JOHN DEERE GATOR™
XUV835R (Model Year 2024) -
1M0835RACRM071799

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)

Price Effective Date:

Equipment Total

\$ 29,361.63

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 29,361.63
Trade In	
SubTotal	\$ 29,361.63
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 29,361.63
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 29,361.63

Salesperson : X

Chato Deive

Accepted By : X _____

Confidential



JOHN DEERE

FEC FIELDS
EQUIPMENT CO.
ESTABLISHED 1972

Selling Equipment

Quote Id: 30477918

Customer Name: CITY OF OCOEE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715
352-394-7181
clermont@fieldsequip.com

2024 JOHN DEERE GATOR™ XUV835R (Model Year 2024) -

Hours: 0

Stock Number: C33584

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2
CG 22)

Selling Price *
\$ 29,361.63

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
574EM	2024 JOHN DEERE XUV 835R HVAC,U&P MY24	1	\$ 33,749.00	13.00	\$ 4,387.37	\$ 29,361.63	\$ 29,361.63
Standard Options - Per Unit							
182A	LESS AUTOTRAC/ GREENSTAR HARN	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	LESS JDLINK HARDWARE	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	COUNTRY CODE- US	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	BTO	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	TIRES,HARD SURF, ALLOY,14"YEL	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	LESS APPLICATION	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2032	SEAT,FRONT,40/60 SPLIT, CLOTH	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	PARK POSITION IN TRANSMISSIO	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	COMPNTS,XUV,835R, G&Y	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	BOX SPRAY LINERBRAKE/ TAILGHT	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	CARGO BOX POWER LIFT	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4022	MIRRORS, CAB, WITH DOOR R4	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4066	PREMIUM HVAC W / GREEN ROOF	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	LESS PROTECTION	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
6349	LESS WINCH	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 30477918 Customer Name: CITY OF OCOEE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Fields Equipment Company
17215 Highway 27 North
Minneola, FL 34715
352-394-7181
clermont@fieldsequip.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Total Selling Price	\$ 33,749.00	\$ 4,387.37	\$ 29,361.63 \$ 29,361.63

STAFF REPORT

Meeting Date: June 4, 2024
Item #: 6

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval to Surplus and Replace Air Conditioning System (HVAC) for Ocoee Clinic / Parks and Recreation Department. (Public Works Director Krug)

Background Summary:

The approved Facilities Maintenance Division capital budget includes a replacement HVAC unit for the Ocoee Clinic and Parks and Recreation Department, located at 175 N. Lakeshore Dr. The current unit has reached its end of life and is in need of a replacement. Public Works solicited bids from three (3) HVAC contractors and received one (1) proposal from Apple Air Conditioning and Heating, Inc., our current HVAC maintenance contractor, for the amount of \$140,000. The other two (2) solicited bids were non-responsive. Receiving only one proposal is not uncommon with the current nature of the construction industry where there is a vast amount of work for contractors to choose from, especially during summer. Public Works reviewed the proposal and found the costs to be in line with current industry standards.

Public Works is requesting Commission approval to award the work to the most responsive of the solicited contractors, Apple Air, at their proposal cost of \$140,000, which is within the budget. Public Works would also like approval to surplus the old Trane HVAC unit, which will be disposed of by Apple Air.

Issue:

Should the Honorable Mayor and City Commissioners approve replacement of the HVAC unit at the Ocoee Clinic and Parks and Recreation Department, located at 175 N. Lakeshore Dr., and approve the surplus of the old Trane unit?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve awarding the replacement of the HVAC unit to Apple Air and Heating, Inc., for \$140,000 and authorizing the City Manager and staff to approve additional work up to the limit of his purchasing authority for each change order, and up to the allowable budget for unforeseen conditions. Staff also recommends approval to surplus the old HVAC unit, with Apple Air handling the disposal.

Attachments:

1. Apple Air Proposal

Financial Impacts:

The project is adequately funded in the 2023/2024 capital projects budget.

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

Type of Item: Consent



19240 US 27
Clermont, FL 34715
407-654-3777
www.appleac.com

BID

PROJECT INFORMATION:

PROJECT: CITY OF OCOEE CLINIC / PARKS AND REC
175 N LAKESHORE DR
OCOEE, FL 34761

Date: 04/23/24

SCOPE

- 1.PROVIDE AND INSTALL A NEW TRANE 25 TON AIR CONDITIONING SYSTEM.
- 2.DISCARD OF THE EXISTING SYSTEM.

SUPPLIED:

1. TTA120A300GA TRANE 10 TON CONDENSER
2. TTA150B300EA TRANE 12.5 TON CONDENSER
3. MCCBO21N0B TRANE M-SERIES CLIMATE CHANGER AIR HANDLER
4. 20 KW HEATER
5. SAFETY FLOAT SWITCHES
6. 2-SIGHT GLASSES
7. 2-FILTER DRIERS

8. 2 JUGS OF REFRIGERANT

9. HURRICANE STRAPS

NOT SUPPLIED:

GAS LINES
GAS VALVES
DUCT WORK
AIR BALANCE
PAINTING
PATCHING

100% upon completion

WARRANTY:

1 YEAR LABOR
1 YEAR PARTS
5 YEARS COMPRESSOR

CONDITIONS OF BID:

Our bid is based on the above qualifications and the scope of work.

If any items are changed, we must re-evaluate our bid.

This bid is good for 30 days after which time we reserve the right to review and modify our pricing, if necessary.

Heating, Venting and Air Conditioning

BID PRICE: \$140,000.00

SIGNATURE_____DATE__/__/__

We wish to thank you for the opportunity to bid and look forward to servicing your HVAC needs on this project.

Sincerely,
Apple Air Conditioning & Heating, Inc.
Peter Lattner, Jr. President

STAFF REPORT

Meeting Date: June 4, 2024
Item #: 7

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval for Consent to Novation, Assignment, and Amendment Agreement with WSP USA Inc. (Public Works Director Krug)

Background Summary:

WSP USA Environment & Infrastructure Inc. was one of four companies selected and approved for the Continuing Surveying and Mapping Services Contract with the City in May of 2023. The existing contract is a five-year contract for surveying and mapping services. WSP USA Environment & Infrastructure Inc. is being restructured into its parent company, WSP USA Inc. which is undertaking internal administrative changes. WSP USA Inc. has requested that the City approve their assumption of the current contract. The contractual obligations, duties, liabilities and commitments of the original agreement remain the same along with an allowable increase to the overhead rate from 125.84% to 139.3%. This increased rate remains below current industry standards. Public Works recommends approval of continuing the contract under the parent company's name.

Issue:

Should the Honorable Mayor and City Commissioners approve the Consent to Assignment and Novation of City of Ocoee Continuing Survey and Mapping Services Agreement (RFQ #23-006) with Amendment with WSP USA Inc.?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Consent to Assignment and Novation of City of Ocoee Continuing Survey and Mapping Services Agreement (RFQ #23-006) with Amendment with WSP USA Inc. and to incorporate the nominally increased overhead rate.

Attachments:

1. Consent to Novation Assignment HJSigned
2. WSP Contract Novation to WSP USA Inc. (Ocoee Continuing Survey Services Agreement #23-006)

Financial Impacts:

There are no financial impacts by approving this agreement.

Type of Item: Consent

**CONSENT TO ASSIGNMENT AND NOVATION
OF CITY OF OCOEE CONTINUING SURVEYING AND MAPPING SERVICES
AGREEMENT (RFQ #23-006) WITH AMENDMENT**

The **City of Ocoee, Florida**, a municipal corporation under the laws of the State of Florida, and **WSP USA Inc.**, a New York Corporation and assignee, agree to the following Amendment to the Continuing Surveying and Mapping Services Agreement dated June 6, 2023 (RFQ #23-006), for professional surveying and mapping services (the “Agreement”), effective upon the date signed by the City.

1. Pursuant to section K of the Agreement, the City of Ocoee hereby acknowledges and consents to the assignment and novation of the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, from WSP USA Environment & Infrastructure Inc., a Nevada Corporation (the Assignor) to WSP USA Inc., a New York Corporation (the Assignee).

2. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee is a public agency subject to Chapter 119, Florida Statutes. In accordance with section 119.0701, Florida Statutes, the WSP USA Inc. agrees to comply with Florida’s Public Records Law and acknowledges that the failure to comply could subject a person to the penalties set forth under § 119.10, Florida Statutes. Specifically, WSP USA Inc. shall:

(a) Keep and maintain public records required by the City to perform the service.

(b) 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.

(c) 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.

(d) 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.

Consent to Assignment and Novation of
Amendment to the Continuing Surveying and
Mapping Services Agreement with Amendment

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, LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.



(SEAL)

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2024.

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney

ACCEPTED AND AGREED TO:

WSP USA INC.

By: _____
Name: Hillary Jassey
Title: Corporate Secretary

DATE: May 6, 2024

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

DATE: _____

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2024
UNDER AGENDA ITEM NO. _____.



February 21, 2024

Olena Stokych
City of Ocoee
1 N. Bluford Ave.
Ocoee, FL 34761

Subject: Contract Novation to WSP USA Inc. (Ocoee Continuing Survey Services Agreement #23-006)

Dear Client:

WSP USA Environment & Infrastructure Inc., formerly Wood Environment & Infrastructure Solutions, Inc., was acquired by WSP in September 2022 and is now undertaking internal administrative changes to maximize the high level of service provided to its clients in a more efficient, effective, and integrated corporate manner.

Effective March 4, 2024, WSP USA Environment & Infrastructure Inc. (the "Company") will re-align certain transportation and infrastructure contracts into its parent company, **WSP USA Inc.** in advance of an overall merger of the Company scheduled to occur later in 2024. As part of this present administrative effort, the Company will novate your contract referenced above to WSP USA Inc. and requests your consent for this contract novation. After the contract is novated, project delivery for this contract will fall under WSP USA Inc.'s Federal Tax Identification Number (11-1531569). A copy of the WSP USA Inc. W-9 is included with this letter so you may update your records.

WSP USA Inc. and WSP USA Environment & Infrastructure Inc. are currently covered and will remain covered under the same insurance policies, with the same limits and breadth of coverage currently provided. This contract novation does not modify coverage and the insurance certificates previously provided will remain valid. However, please reach out directly to your client account manager contact at WSP USA should you need to obtain an insurance certificate listing WSP USA Inc. as the insured.

Furthermore, effective on or about February 3, 2024, both WSP USA Environment & Infrastructure Inc. and WSP USA Inc. will migrate onto WSP's new Oracle Fusion ERP financial management system. This integration will mean that your future invoices generated by Oracle Fusion may have a slightly different format and appearance than they did in the legacy BST financial system for WSP USA Environment & Infrastructure Inc. or legacy Oracle ERP financial system for WSP USA Inc. The invoices will still include all the pertinent information necessary for you to process the invoices for payment, including the new entity name, Federal EIN number, and new payment remittance instructions. If we are using an agreed-upon client prescribed format, we will continue to use that template to submit our invoices.

We want to assure you that while our operations complete these administrative changes related to business entities, what you rely on remains the same: our staff and leadership; our passion for quality; and our commitment to collaboration and client service. We remain committed to providing the experienced people and technical skills to achieve the goals of your project(s). The WSP USA teams assigned to your organization – including project managers, project staff, and senior management – will not change due to these changes, and we remain committed to providing the same level of service you have come to expect. What will change is a team that has much more depth of expertise and additional resources to service your needs on the existing contracts.

We also want to make you aware that there will be a change in our Overhead rate. The existing Overhead rate for WSP USA Environment & Infrastructure Inc. was 125.84%. The new overhead rate with WSP USA Inc. will be 139.3%. We will work with your organization to mitigate the impact of this



rate adjustment. As mentioned above, WSP USA Environment & Infrastructure Inc. was purchased by WSP USA Inc. in September 2022, and we have been operating independently as a separate entity owned by WSP USA Inc. since that date allowing us to service you at the lower overhead rate. Administratively, we are at a point now that we need to implement the overhead change in line with the WSP USA Inc. business entity.

We will continue to operate as we always have with a focus on our core values of integrity, teamwork, excellence and respect. We look forward to maintaining our business relationship with you. If your agency or company requires changes to our contract documents, or has any other procedural requirements, please advise at your earliest convenience and we will work with you to process required documentation. If we do not hear back from you by February 23, 2024, we will deem that you have consented to the contract novation. Should you have questions or require additional information, please contact your client account manager directly and they will access resources inside WSP to address and resolve your questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph J. Sczurko, Jr.'.

Joseph J. Sczurko, Jr. PE
President, Earth & Environment
WSP USA Environment & Infrastructure Inc

A handwritten signature in black ink, appearing to read 'Sofia Berger'.

Sofia Berger
Transportation & Infrastructure, National
Business Line Executive
WSP USA Inc.



STAFF REPORT

Meeting Date: June 4, 2024

Item #: 8

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Upgrade the SCADA Communication System at each City of Ocoee Lift Station. (Utilities Director Croteau)

Background Summary:

The approved City of Ocoee budget for Fiscal Year 2023-24 includes funding to upgrade the communication system used by SCADA to monitor the wastewater lift stations. A dependable communication system is critical to receiving alarm notification signaling abnormal events. A delayed or missed notification can allow a small abnormality to turn into a catastrophic failure and result in both increased repair costs and FDEP fines.

Staff contracted CHA to evaluate the existing SCADA system and provide replacement options. CHA determined that the current SCADA system uses technology that is out-of-date and not compatible with modern cellular networks, leading to limited repair services and a high volume of communication errors. CHA recommended installing a new PLC based system that will interface with the City's network via modern cellular technology, and they provided a list of system providers and municipalities currently using this system. After speaking informally with the providers and several municipalities, Staff found that only the SmartComm RTU provides a redundant system that utilizes multiple cellular networks. During the AT&T tower outage in February, none of the municipalities using the SmartComm RTU experienced any communication failures. Process Control Services LLC is the approved Sole Source Vendor for instrumentation & repair of SCADA Systems, and they provided a quote of \$7,099.00 to install the SmartComm RTU at a lift station. This cost includes the first (6) months of cellular service, which will be billed at \$15.00 per subsequent month for each lift station.

Issue:

Should the Honorable Mayor and City Commissioners approve upgrading the SCADA communication system at each of the City of Ocoee lift stations with Process Control Services LLC a cost of \$7,099.00 per lift station?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause upgrades to the SCADA communication system at each of the City of Ocoee lift stations with Process Control Services LLC at a cost of \$7,099.00 per lift station. In addition, Staff recommends approving the standardization of the SmartComm RTU at all City of Ocoee lift stations. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Ocoee SmartComm RTU Retrofit
2. Ocoee SCADA Memorandum

Financial Impacts:

None as this is a fully funded capital improvement project.

Type of Item: Consent

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 4/16/2024

Project: SmartComm RTU

Customer: Trent Hopper

In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

Provide and install SmartComm RTU at lift stations as described below:

1 ea Smart Comm retrofits for lift stations. Includes 1 Micrologix 1400 PLC with Analog input card 1 cellular modem w/antenna, 1 Vega level transmitter with stainless mounting bracket Modification to VT Scada software and new texting modem for the VT Scada server.

- **NOTE This price is good for retrofit only and does not include a stainless steel RTU box to house the PLC and equipment.**
- **First Six months of cellular service to all modems included in price.**
- **PCS's price includes: Engineering Field installation and termination PLC/HMI programming**

Process Control Services LLC

1205 Pinewood Lane

Ocoee FL, 34761

407.252.5033

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and **does not imply the Section is offered in its entirety.**

PRICE: \$7,099.00 TAX if applicable. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY: 1-3 weeks after complete and acceptable approval is received.

SUBMITTAL FOR APPROVAL: after acceptable purchase Agreement is received.

TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

Process Control Services LLC

1205 Pinewood Lane

Ocoee FL, 34761

407.252.5033

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

Wade Mathis

407-252-5033

Wademathis@gmail.com



Memorandum

To: Trent Hopper, Facility Supervisor – City of Ocoee

From: Pete Hoanshelt, PE – EMI
Jeff Grant, PE – CHA

Date: February 16, 2024

Re: SCADA System Rehab Alternatives Evaluation

INTRODUCTION AND OBJECTIVE

The City of Ocoee has sixty-eight (68) wastewater lift stations, owned, and maintained by the City, one (1) Wastewater Treatment Facility, and two (2) Water Treatment Plants. Many of these facilities are equipped with a Sci-Text™ remote monitoring and control system that acts as a two-way alarm/monitoring system and communicates via text messaging service from local cellular providers. The lift stations are primarily duplex type with a few that are triplex type, and some utilizing variable frequency drives or reduced voltage starters.

The graphical interface used by the City is VTScada manufactured by Trihedral. The lift station main polling site is located at the wastewater facility with cellular service provided by AT&T.

The objective of this evaluation is to provide the City with a recommendation related to a replacement of the SCADA system for all existing and future City lift stations.

Existing SCADA System

The existing SCADA system utilizes the Sci-Text™ controller for alarm callouts and two-way communications with an LCD type graphical interface. The devices are programmable and can send commands, alarms, and status via text messaging that is available on most cell phones. The operator interface is located at the wastewater facility where it is possible to configure the system to specific sites, i.e., IP addressing, names, phone numbers, etc. The controller communicates with the base system via a cellular modem as manufactured by Multitech™. The current support hub for this line of products is Barney Pumps in Lakeland, Florida. The writer was unable to locate any other support organizations for this equipment other than Barneys Pumps.

The delay in polling is an inherent problem related to the texting type network. Those familiar with this type of connection have shared with the consultant that the delay causes a large amount of data required to retrieve communications and that the polling from a failed connection is continuous, especially if the communication failure is over a large area.

The Sci-text™ system is not used extensively in the utility sector as compared to other platforms and most users have become dissatisfied with the product and are implementing a replacement program.

Refer to Figure 1 is the main SCADA interface panel located at the Wastewater Plant. Users can request real-time data, acknowledge alarms, and control outputs from a cellular phone. This system was developed by Sanders Company, which was recently acquired by Barney's Pumps.

The original SCADA system was an auto dialer (Microtel) utilizing conventional copper wire phone lines from a local provider to communicate to the City the lag pump running and high-level status only.

Figure 1: Sci-Text Controller at Wastewater Plant

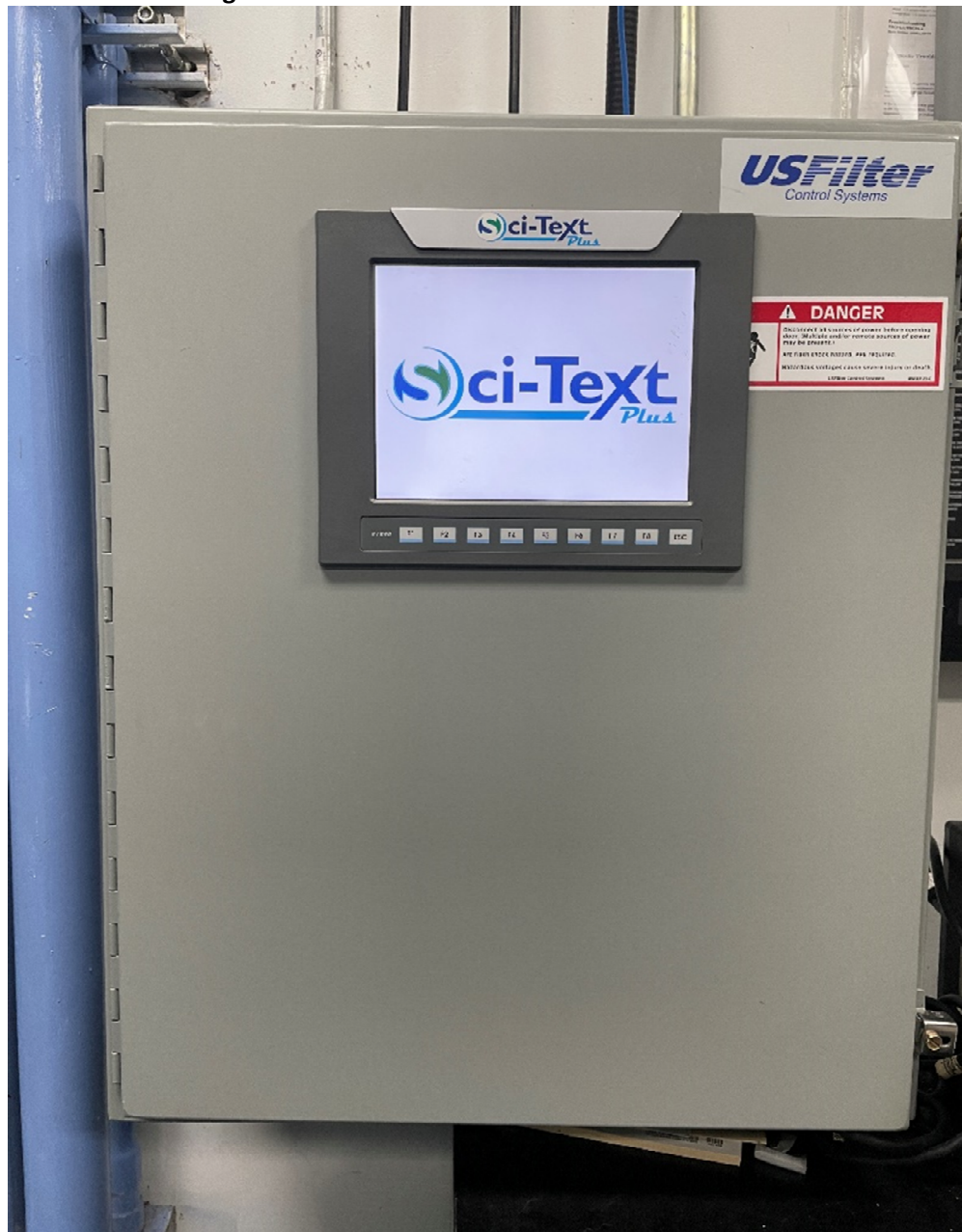
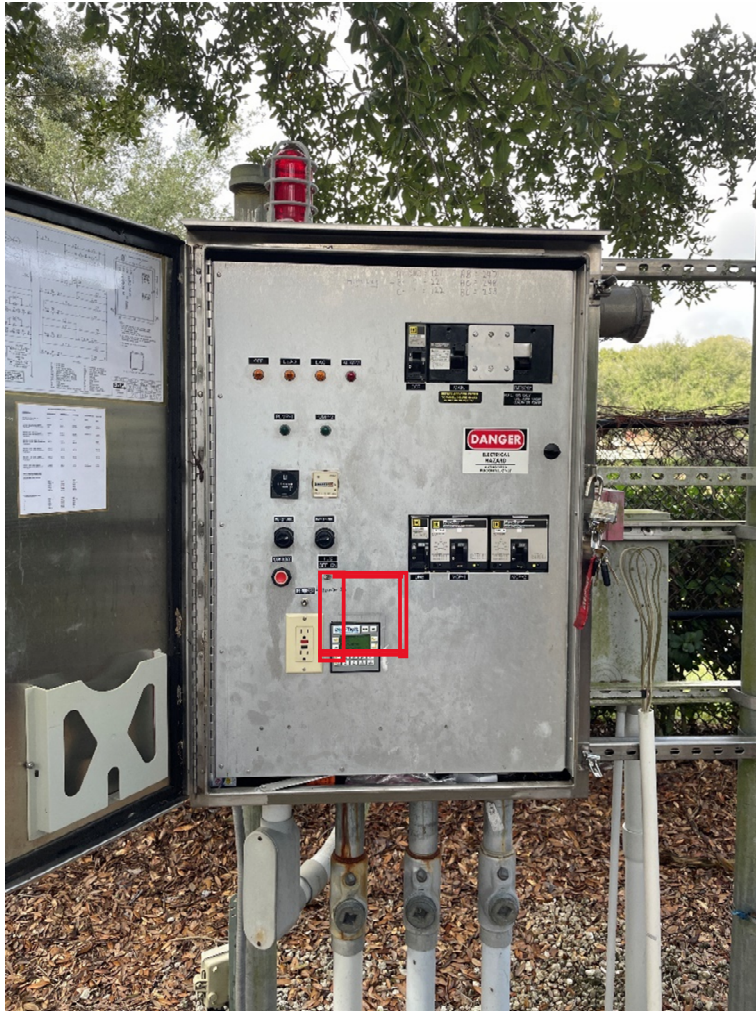


Figure 2: Sci-Text Controller at LS-47



Refer to Figure 2 for an illustration of the typical lift station panel known as Lift Station #46. The red box in the above photo is the Sci-Text panel interface unit.

The typical status and alarms events that the SCADA systems monitors are as follows:

- Pump 1 in Auto
- Pump 2 in Auto
- Lag Float Active
- Low Voltage
- Power Fail
- High Level Active
- Pump 1 Running
- Pump 2 Running

A typical graphic as it appears on a VTScada screen is shown in Figure 3.

Figure 3: Typical HMI Screen for Lift Station



The graphic provides the City personal remote indication of the pump run status, high level alarm, runtimes and lead and lag float elevations and a google map site location. The graphics are very good and is typically called a level 3 graphic in the industry.

The City would like to explore alternatives to the existing Sci-Text™ control network to identify potential non- proprietary systems, systems that allow open-access to the program or control set points, and/or systems that are more easily maintained by multiple providers/integrators. For this project, CHA will subcontract with EMI Consulting Specialties, Inc. (EMI) to evaluate the existing systems and develop a list of alternatives.

During various missions, the consultant has obtained impressions of the status of the SCADA systems in the City of Ocoee. It was observed that when the City had an issue with a Sci-Text™ controller, a technician from Sanders was required to diagnose/troubleshoot the system and make repairs to the controller or modifications to the programming. Over time, the responsiveness of cell service has lagged, which makes the City's control system difficult to operate and maintain. In addition, cellular communication is poor. For example, on one alarm event page we observed 52 percent of the events were communication failures. Given the proprietary nature of the control system, options are limited to use other repair services.

Alternatives Evaluation

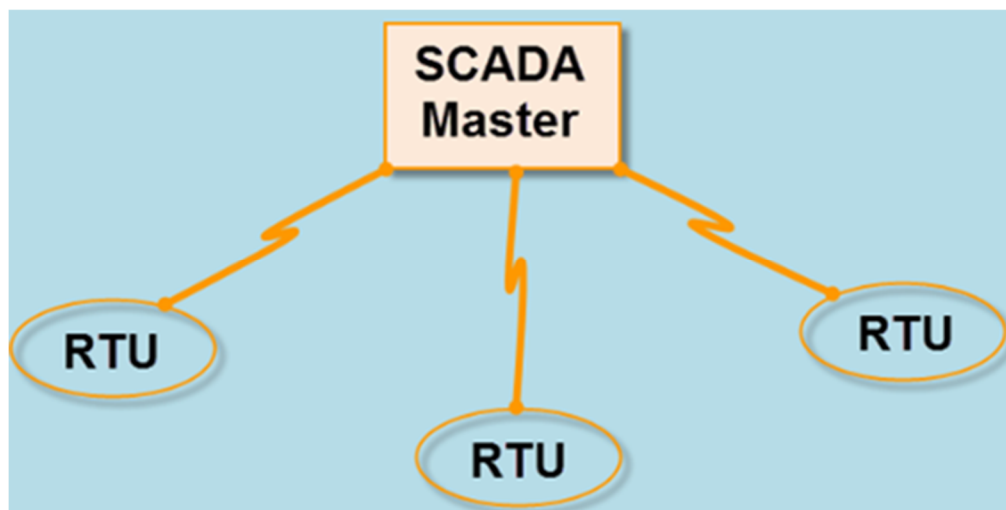
The SCADA (Supervisory Control and Data Acquisition) system concept has been developed to be a universal means to communicate and have remote access and control to multiple sites over great distances versus a distributed control systems used on a particular industrial site. The SCADA networking systems utilized for this task have evolved over the years of many types, 1. Master-slave, 2. Distributed, 3. Networked SCADA and the latest is the IoT (Internet of things). However, recently, they have become hybrids of each type so the distinct differences between the two are becoming indistinguishable.

The main concern that we have inferred from the City is that the support for any digital based system of this type is poor. Therefore, to minimize this concern we offer the following observations:

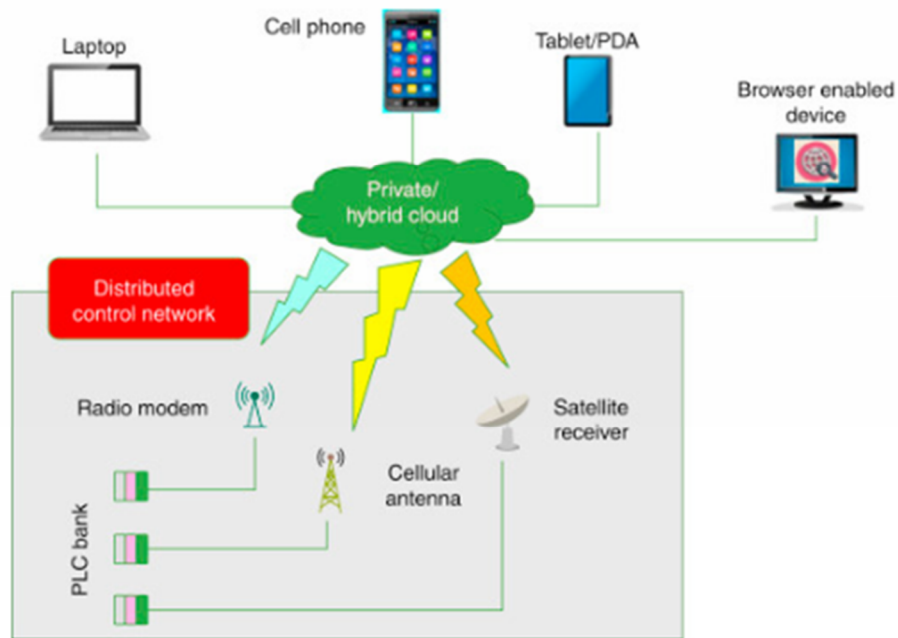
- Select a control and communication system that has a greater market share so that multiple support organizations are available, and obsolescence is less likely.
- Select a control and communication system that is supported by businesses that are independent of products typically used by the utility sector.
- The trained experiences of the City's maintenance/operational staff should be enhanced to gradually transition to internal configuration, repair, and troubleshooting, rather than relying on outside vendors where possible.
- Include a simple backup system in the design of the RTU consisting of a single float or high/low level floats or radar level transmitter to control the pumps if the RTU processor or other panel components fail.
- Develop complete as-built documentation of each RTU and have access to retrievable data files needed to configure the RTU.

The system alternatives to be evaluated will be systems that are commonly used in the State of Florida as follows:

1. SCADA system using a programmable RTU with a radio system owned by the City including all related FCC communication licensing, antenna towers with base computers and HMI software.



2. SCADA system using a programmable PLC based RTU with cellular communication with base computers and HMI software.
3. SCADA system as a prepacked system using cellular communications and utilizing cloud computing and recently IoT technology.



Type 1 is common to large communities where the utility desires full control of the SCADA systems with no dependency on third party communication systems. This system incorporates programmable RTUs, radio or fiber systems with antenna arrays at varying heights to allow each lift station to communicate with the central host. This type is the most expensive but most secure. There are many vendors that can design, install, and support the City if properly specified. Examples are the City of Orlando, Brevard County, and the City of Clermont to name a few.

Average Cost: \$20,000 per station.

Type 2 is common for medium to large size communities where the utility is not interested in servicing a large communication array. They are limited in budget and are willing to allow for communication with the lift stations by a local cellular provider. This system has significantly less cost than type 1. However, the cost, security and reliability are dependent on the cellular provider. Examples are Seminole County, the City of Lake Mary, and the City of Haines City.

Average Cost: \$11,500 per station

Type 3 is common for medium to small size communities where the utility has a very limited budget, no self-performing capabilities, or staff to maintain the system. They are using cloud-based systems for web access and normally running the IoT protocols or other protocols but require robust security measures. Most of these systems are new to our industry. Example products of this type are Mission Communications, Omega and RACO Alarm Agent, Multismart, Hydrolink, and many others. These types of products are used in the City of Maitland, the City of Haines City, and the City of Winter Park.

Average Cost: \$8,500 per station

Recommendations

The consultant has become familiar with the City's SCADA system and has visited some lift stations to determine the best system to recommend. Therefore, we recommend type 2 SCADA system. This system is the most cost effective and readily configured to the existing lift stations and City networks. A few providers for this type systems would be:

1. TLS Automation
2. Rocha Controls
3. Revere Controls
4. Commerce Controls

The new system would be PLC based with an interface to the cities' networks via cellular technology. The existing system uses cellular, so we are confident that it is available to all sites. The advantages of utilizing cellular data networks are lower capital costs since coverage provided by the existing cellular infrastructure may reduce or altogether eliminate the need to erect large telecommunication towers. The disadvantage of cellular data networks may be no coverage available as well as ongoing costs, and packet-based billing may limit the amount of data that can be economically transferred. Monthly Packet data cost is charged to the nearest Kilobyte transferred. Cellular providers have different plans (which could range from a set minimum to an "unlimited" maximum); each consisting of a minimum block of Kilobytes. If the monthly Kilobytes transferred figure is exceeded, the balance is billed as extra charges. Site costs typically range from \$20-\$80 per month (including the Kilobyte transfer).

A typical station would include the installation of a PLC based RTU, conduit and wire, testing, startup, and training. The enclosed Table and P&ID would be a typical scope for a duplex pump station. Triplex pump station would be similar.

The P&ID reflects a typical duplex pump station and recommended new equipment and hardware. The additional radar sensor in each wetwell can be utilized as a backup level control and measuring device. The SCADA system can be used to calculate the station flows over time which will allow the City to make informed decisions.

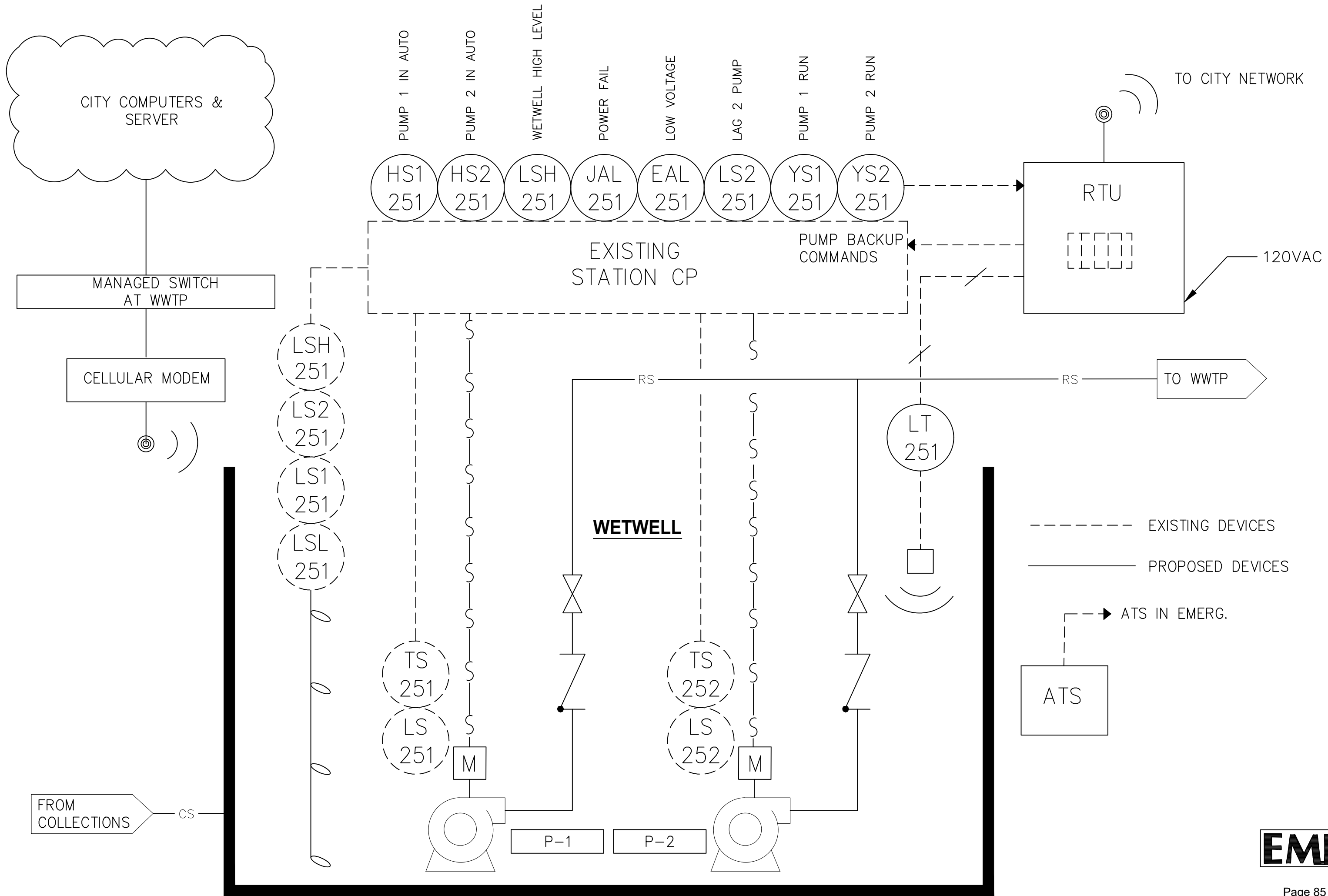
Conclusion

The existing SCADA system is not working to its potential. There are too many communication errors and the repair service is limited to only those few vendors that are familiar with the Sci-Text hardware. The Sci-Text messaging methodology is not conducive to modern cellular networks. The VTSCADA software used as the graphical interface has become widely used in the water and wastewater sectors and should remain.

We believe the City would be better served with a new SCADA communication system and RTUs.

INSTRUMENT IDENTIFICATION LETTERS TABLE

	FIRST LETTER(S)		SUCCEEDING LETTERS		
	PROCESS OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS (+)		ALARM		
B	BURNER FLAME		USERS CHOICE (+)	USERS CHOICE (+)	USERS CHOICE
C	CONDUCTIVITY			CONTROL	
D	DENSITY (S.G.)	DIFFERENTIAL			
E	VOLTAGE		PRIMARY ELEMENT		
F	FLOW RATE				
G	GAUGE		GLASS	GATE	
H	HAND (MANUAL)				HIGH
I	CURRENT		INDICATE		
J	POWER	SCAN			
K	TIME OR SCHEDULE			CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	MOTION				MIDDLE
N	USERS CHOICE (+)		USERS CHOICE (+)	USERS CHOICE (+)	USERS CHOICE (+)
O	USERS CHOICE (+)		ORIFICE		
P	PRESSURE (OR VACUUM)		POINT (TEST CONNECTION)		
Q	QUANTITY OR EVENT (+)	INTEGRATE	INTEGRATE		
R			RECORD OR PRINT		
S	SPEED OR FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE (+)		MULTIFUNCTION (+)	MULTIFUNCTION (+)	MULTIFUNCTION (+)
V	VISCOSITY			VALVE OR DAMPER	
W	WEIGHT OR FORCE		WELL		
X	UNCLASSIFIED (+)		UNCLASSIFIED	UNCLASSIFIED (+)	UNCLASSIFIED (+)
Y	USERS CHOICE (+)			RELAY OR COMPUTE (+)	
Z	POSITION			DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT	



STAFF REPORT

Meeting Date: June 4, 2024
Item #: 9

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Install Cured in Place Pipe Liner at the Intersection of Colonial Drive and Maguire Road. (Utilities Director Croteau)

Background Summary:

As part of its preventative maintenance program, the City of Ocoee Utilities Department budgets the inspection of sanitary sewer pipes and manholes (MH) throughout the city by utilizing a 10-year maintenance schedule. Staff contracted HK Solutions Group to perform a CCTV inspection of the 12" gravity sewer main that is located on the north side of Colonial Drive and runs beneath the intersection at Maguire Road. The CCTV footage revealed numerous areas of joint separation between pipes as well as areas of pipe that are offset. To resolve these deficiencies, 398' of cured-in-place pipe (CIPP) liner will be installed from MH 2305 to MH 3104. The CIPP liner is composed of a fiberglass resin that is UV cured to the pipe, and it has a life expectancy of 70 years. Staff requested quotes from HK Solutions Group, Atlantic Pipe Services, American Inline, and GPH Services. HK Solutions Group and Atlantic Pipe Services provided quotes of \$50,785.00 and \$56,202.24, respectively, while both American Inline and GPH Services were unresponsive.

Issue:

Should the Honorable Mayor and City Commissioners approve the installation of CIPP liner at the intersection of Colonial Drive and Maguire Road by contracting with HK Solutions Group for a cost of \$50,785.00?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the installation of CIPP liner at the intersection of Colonial Drive and Maguire Road by contracting with HK Solutions Group for a cost of \$50,785.00. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. HK Solutions Quote
2. APS Quote
3. Quote Requests - Unresponsive

Financial Impacts:

Funded by Job# P000236 (Wastewater Field Operations - SR50 Lining & Manhole Coating)

Type of Item: Consent



Hydro-Klean, LLC
 333 NW 49th Place
 Des Moines, IA, 50313
 Phone: 515-283-0500

Quote

Quote Nbr.: PQ000859
 Order Date: 05/09/2024
 Valid Until: 08/07/2024
 Sales Person: Jake Nanti
 Customer ID: 107196
 Payment Terms: Net 30 Days

Job Site:	Bill to:
City of Ocoee, FL 1 North Bluford Avenue Ocoee FL 34761 United States of America	City of Ocoee, FL 1 North Bluford Avenue Ocoee FL 34761 United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

See attached proposal

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Mobilization	1.0000	EACH	6,000.0000	6,000.00
	Prep Work	398.0000	FOOT	15.0000	5,970.00
	12" Lining	398.0000	FOOT	92.5000	36,815.00
	Traffic Control	1.0000	EACH	2,000.0000	2,000.00

*NOTE: Quote does not include any applicable taxes

Prepared By: Jake Nanti
 Approved By: Wade Anderson

Accepted By: _____
 Date: _____
 PO#: _____

*Quote Total: 50,785.00

Remit to :



**ENGINEERED
LINING SYSTEMS**
HK SOLUTIONS GROUP COMPANY

THE FUTURE OF PIPE LINING IS HERE TODAY

1234 Orton Street * Jacksonville, Florida * 32205

(904) 378-0900 * fax (904) 378-0960

FEIN 45-2473053

PROPOSAL / SCOPE

DATE: 5/9/2024

PROJECT NAME:

GENERAL CONTRACTOR:

Engineered Lining Systems - An HK Solutions Group Company

CUSTOMER:

City of Ocoee, FL

ATTENTION:

Frank Tagliente

Description of proposed work:

Line approximately 398' of 12 PVC from MH 2305 to MH 3104 with UV Cured CIPP

Fiberglass Liner with 70 year design life.

ENGINEERED LINING SYSTEMS IS PLEASED TO PROVIDE THIS PROPOSAL ON THE REFERENCED PROJECT.

THE FOLLOWING CHECK LIST DEFINE'S OUR SCOPE OF WORK.

INCLUSIONS:

Price is based on one mobilization

Pre Lining Video Inspection

Post Lining Video Inspection

Hydro Jet pipe cleaning

Traffic Control

Bypassing

Night work

EXCLUSIONS:

Repair of possible Hydro Jetting damage

Collapsed Line Repair/Cost

Excavation of piping, structure, etc.

Reinstatement @ 26'

OTHERS TO PROVIDE

Job site water supply

Due to the unknown conditions within the existing pipe, any damage to, or loss of CCTV equipment or lining equipment, as well as excavation or other necessary work to retrieve said equipment, will be billed as an additional charge to the customer.

OUR TOTAL LUMP SUM PER THE ABOVE IS:

\$50,785.00

REMARKS This proposal is valid for 30 days. 40% of the project total will be invoiced on the date of Purchase Order to account for the project specific liner material costs. This project materials invoice will be due net 30. Remaining 60% balance of the project will be invoiced on date of project completion and will also be due net 30.

WE VERY MUCH APPRECIATE THIS BID OPPORTUNITY AND LOOK FORWARD TO BEING OF SERVICE.
IF YOU HAVE QUESTIONS PLEASE CALL.

Jake Nanti

Regional Sales Manager

I hereby accept the proposal as outlined above and authorize Engineered Lining Systems to proceed with the work.

Authorized Signature

Date

Purchase Order #



FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

3086

CUSTOMER: CITY OF OCOEE	PHONE: 407-666-5209	DATE: 04/11/2024
STREET: 301 Maguire Rd	JOB NAME: Colonial & Maguire -,12" CIPP Lining	
CITY/STATE/ZIP: Ocoee, FL, 34761	JOB LOCATION: Colonial Dr. and Maguire Rd., Ocoee, FL, 34761	
ATTN: Frank Tagliente	E-MAIL: ftagliente@occoee.org	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
1.00	Day Rate: Multiple Locations	EA	4,250.00	4,250.00
5.00	Mobilization per Vehicle: MOT	EA	1,850.00	9,250.00
400.00	PreClean VAC	LF	5.00	2,000.00
400.00	PreClean TV	LF	3.00	1,200.00
1.00	CIPP Liner EQ Site Set-Up Per Run	EA	450.00	450.00
400.00	SS 6mm Thickness - 12" Diameter	LF	72.49	28,996.00
2.00	Mainline Invert Reinstatement	EA	865.00	1,730.00
400.00	CCTV/Video Post Installation	LF	2.25	900.00
2.00	Plugging Mainline 12"-16"	DYS	895.00	1,790.00
1.00	*Subcontracted Maintenance of Traffic	EA	5,636.24	5,636.24
			TOTAL	56,202.24

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS



FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Proposal based on prices contained in a contract between Atlantic Pipe Services and City of South Daytona No.23-B-005.
2. Pricing will be based on actual field measurements center of manhole to center of manhole per contract.
3. Price quoted does NOT include point repairs prior to/after installation.
4. Liner(s) to be installed per ASTM 1216 and manufacturer's specification.
5. Others to dewater/bypass flows from force mains for duration of installation (if required).
6. Others to provide reasonable access to line(s) to be rehabilitated.
7. Pricing includes Temporary Traffic Control, limited to 36inch Cones and Construction Ahead Signs.



FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

CUSTOMER RESPONSIBILITIES

- ☒ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☐ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☒ Access to secure site for equipment storage
- ☐ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Jose Molina / Project Manager	DATE	4/11/2024
SIGNATURE			

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

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable, f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

Tagliente, Frank

From: Tagliente, Frank
Sent: Monday, March 25, 2024 10:29 AM
To: 'cody@gphservices.net'
Cc: Schall, Dalton; Jones, Tim
Subject: Request for CIPP Quote / City of Ocoee
Attachments: SR-50, Colonial Drive Gravity Sewer Inspection Area CIPP Marked.pdf

Cody,

Please see map attached with gravity line circled in red the City is requesting a CIPP Liner to be installed. The line is located on State Road Hwy 50 crossing under Maguire Rd.

This Sanitary Gravity line is a 12" PVC / 398 LF run from MH#2305 – Manhole#3104. There is only 1-6" Service Lateral that is abandoned for the entire length of run. No service lateral cuts will be needed. MH#2305 (West MH) is now a Terminal Manhole flowing towards the east to MH#3104. Overnight installation recommended, flows are minimal yet recommend bypass pumping and or a Vac truck during installation of CIPP.

Items requested as part of the quote are as follows:

- FDOT Permit (State Roadway)
- MOT/TTC
- CIPP Liner
- CIPP Liner Material / Info Data Sheets for City's Review
- Bypass Pumping / Vac Truck available
- CCTV Footage of completed liner installation
- Precleaning / CCTV footage of gravity Line.

If you have any questions or concerns and or would like to meet onsite, feel free to email or call me on my mobile # provided below.

Thanks,
Frank Tagliente
City of Ocoee
Utilities Inspection Supervisor
Mobile # 407-666-5209

No Response

Tagliente, Frank

From: Tagliente, Frank
Sent: Friday, February 2, 2024 7:19 AM
To: 'Walt @ American Inline'
Cc: Schall, Dalton; Jones, Tim
Subject: Hwy 50
Attachments: SR-50, Colonial Drive Gravity Sewer Inspection Area.pdf

Good Morning Walt,

Per our phone conversation yesterday, we are requesting a quote for the installation of a CIPP in a 12" PVC Gravity Sewer line located in the Hwy 50 / Maguire Rd intersection flowing east. Please see map attached. The run is approx. 398 LF with no laterals in conflict. The west manhole located on the Northwest corner of Maguire and Hwy 50 is MH#2305 flowing east to MH#3104.

We do have CCTV footage available, yet the file is too large preventing it from being emailed. Let us know if you will need the footage to allow for the quote please. Any questions or concerns call anytime.

Thanks, Frank

No Response
[Signature]

STAFF REPORT

Meeting Date: June 4, 2024
Item #: 10

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval for Structural Repairs and the Purchase of a New Pump for Well #3 at the Forest Oaks Water Treatment Plant. (Utilities Director Croteau)

Background Summary:

The approved City of Ocoee Budget for Fiscal Year 2023-2024, the Water Facilities Repair & Replacement (R&R) budget includes \$70,000.00 to inspect and make necessary repairs to Well #3 at the Forest Oaks Water Treatment Plant (FOWTP). A purchase order in the amount of \$13,200.00 was issued to Locke Well & Pump to pull and inspect the pump and 12" threaded pipe, as well as provide a video inspection of the well while the pump was out. Staff did anticipate that the pump and 12" threaded pipe would require replacement, as they were installed in the late 1990s, but the video inspection of Well #3 also revealed significant damage to both the shaft columns and the pedestal. Of the three wells at FOWTP, Well #3 is the largest and pumps almost twice the amount of water as the other two wells combined. Currently, Well #3 is out of service and is causing the pumps in Wells #1 & #2 to run at capacity. If the remaining pumps fail, the city will lose the ability to supply water to its residents from the FOWTP. Locke Well & Pump provided a quote of \$67,006.05 to replace the pump and make the necessary structural repairs, bringing the combined cost of this project to \$80,206.05. Although this is over the budgeted amount of \$70,000.00, Staff has been able to achieve savings on other items that were included in the Water Facilities R&R budget. Those savings will be used to fund the budget overage of \$10,206.05 for this project.

Issue:

Should the Honorable Mayor and City Commissioners approve the structural repairs and purchase a new pump for Well #3 at the FOWTP with Locke Well & Pump at a cost of \$67,006.05?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause structural repairs and the purchase of a new pump for Well #3 at the FOWTP by contracting with Locke Well & Pump at a cost of \$67,006.05. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Locke Well & Pump Quote

Financial Impacts:

Funded by Job# A000472 (Utilities Water Facilities Repair & Replacement)

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

Phone: (407) 905-3100 • www.ocoe.org

Type of Item: Consent



3685 OLD WINTER GARDEN RD
ORLANDO, FL 32805

PH: 407-299-8888 / Fax: 407-578-1840

Email: Sales@lockewell.com

Estimate

Date	Estimate #
5/13/2024	E24-0056

Name / Address
City Of Ocoee Attn: Accounts Payable 150 North Lakeshore Drive Ocoee, FL 34761

Ship To
City Of Ocoee 671 Thornbrook Dr. near Freedom Park Ocoee, FL 34761 407-427-6336

Terms	Due Date	Rep
Net 15	5/28/2024	DD

Qty	Description				
1	16ENH-2 stage Flowserve pump with Cast Iron Bowls, Standard enclosed style Bronze impeller design, Std Collets, Epoxy Coat (OD only)				
1	Labor & Material to Sandblast clean and epoxy coat (top coat Safety Blue) existing 12" Fabricated Discharge Head with repairing the existing 1-11/16" stuffing box (clean, inspect, new bearing, new packing) and epoxy coat (ID/OD). 1-1/2" x 53" long motor shaft assembly,				
1	Pour 3" concrete riser for discharge head base - Lift & Position discharge head w boom				
1	(150ft) of 12" Threaded Column (Top 12" x 60" Flanged X Threaded adapter column – bolt to bottom of discharge head. Others are 14 of 12" x 120" T&C, and Bottom 12" x 60" T&C) x 1.50"-12TPI 416SS lineshaft and SS couplings, Bronze Drop-In Spider, Buna inserts, .375 wall pipe, (1-1/2" X 65-1/2" head shaft to have 1-1/2" x 1-11/16" sleeve through stuffing box). Epoxy Coating (ID/OD)				
1	12" Threaded with 12" Male Stainless Steel Cone Strainer				
1	Borehole monitoing - Pressure tube extraction				
	(4-6 Weeks ARO)				
<table border="1"> <tr> <td colspan="2">Estimate</td></tr> <tr> <td colspan="2">\$67,006.05</td></tr> </table>		Estimate		\$67,006.05	
Estimate					
\$67,006.05					

STAFF REPORT

Meeting Date: June 4, 2024
Item #: 11

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for 338 N. Bluford Avenue - Rodriguez Property Small Scale Comprehensive Plan Future Land Use Map Amendment from LDR (Low Density Residential) to COMM (Commercial) and corresponding Rezoning from R-1AA (Single Family Dwelling) to C-2 (Community Commercial); Project No(s). CPA-2024-005 & RZ-24-03-04. (Development Services Director Rumer)

Background Summary:

Owner/Applicant: Ana Rodriguez

General Location: The property is located within Commission District 2 on the west side of N. Bluford Avenue and north of W. Silver Star Road.

Property Size and Parcel ID No.: The property contains approximately 0.44 acres and is assigned parcel identification number 18-22-28-4100-00-131.

Actual land use, proposed land use, and unique features of the subject property: 338 N. Bluford Ave is located north of the City's Downtown Redevelopment Area. The property is located in an area that is transitioning to commercial.

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
LDR (Low Density Residential)	R-1AA (Single-Family Dwelling)	Vacant	Adjacent to 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	LDR (Low Density Residential)	R-1AA (Single-Family)	Single-Family Dwelling
South	City	LDR (Low Density Residential)	R-1AA (Single-Family)	Single-Family Dwelling
East	City	LDR (Low Density Residential)	R-1AA (Single-Family)	Single-Family Dwelling
West	City	LDR (Low Density Residential)	R-1AA (Single-Family)	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
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 Bluford Ave.

Utilities: Potable Water and sewer is in the area. There may be conflicts or high cost to connect to sewer.

Transportation: N/A

Stormwater: N/A

Schools: N/A

Public Safety: N/A

Issue:

Should the Honorable Mayor and City Commissioners approve ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from LDR (Low Density Residential) to COMM (Commercial) and corresponding Rezoning from R-1AA (Single Family Dwelling) to C-2 (Community Commercial District) for 338 N. Bluford Avenue ?

Recommendations:

Development Review Committee (DRC) Recommendation:

The Development Review Committee (DRC) met on Tuesday, May 7, 2024, to consider the application for a Small-

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 LDR (Low Density Residential) to COMM (Commercial) and corresponding Rezoning from R-1AA (Single-Family Dwelling District) to C-2 (Community Commercial District) for the property located at 338 N. Bluford Avenue.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, May 14, 2024, to consider the Small-Scale Comprehensive Plan Future Land Use Map Amendment (CPA) and Rezoning C-2. The PZC made a unanimous recommendation of approval.

Staff Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve ordinances for the Small-Scale Comprehensive Plan Future Land Use Map Amendment from LDR (Low Density Residential) to COMM (Commercial) and corresponding Rezoning from R-1AA (Single Family Dwelling District) to C-2 (Community Commercial District) for the property located at 338 N. Bluford Avenue.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Surrounding Zoning Map
5. SSCPA Ordinance - 338 N. Bluford Ave
6. Rezoning Ordinance - 338 N. Bluford Ave

Financial Impacts:

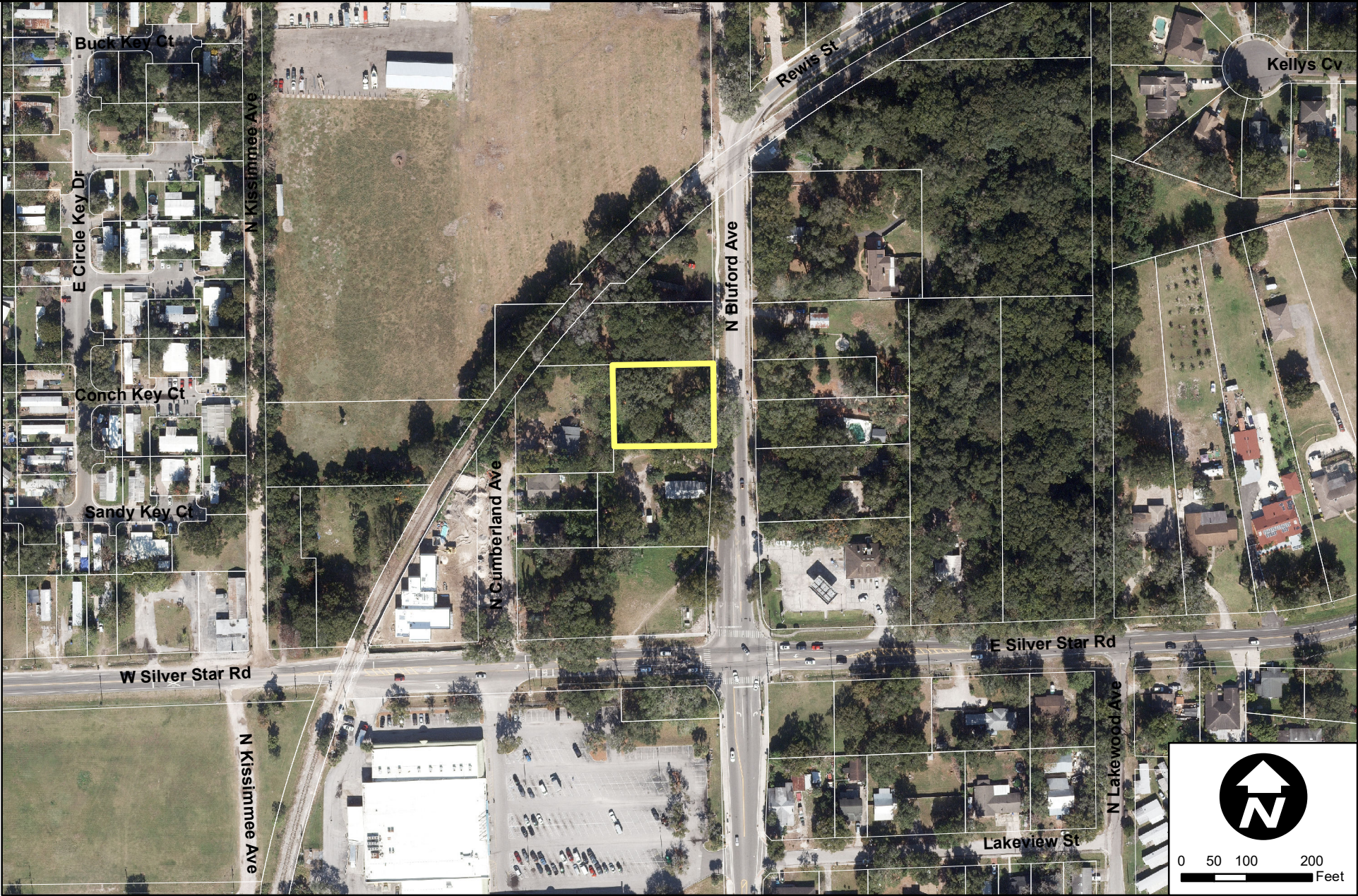
None

Type of Item: First Reading

**338 N Bluford Ave Small Scale Map
Amendment & Rezoning
Location Map**



338 N. Bluford Ave. Small Scale Land Use Amendment
and Rezoning
Aerial Photography



338 N. Bluford Ave Small Scale Land Use Amendment & Rezoning Surrounding Future Land Use Map



Development Services
Department

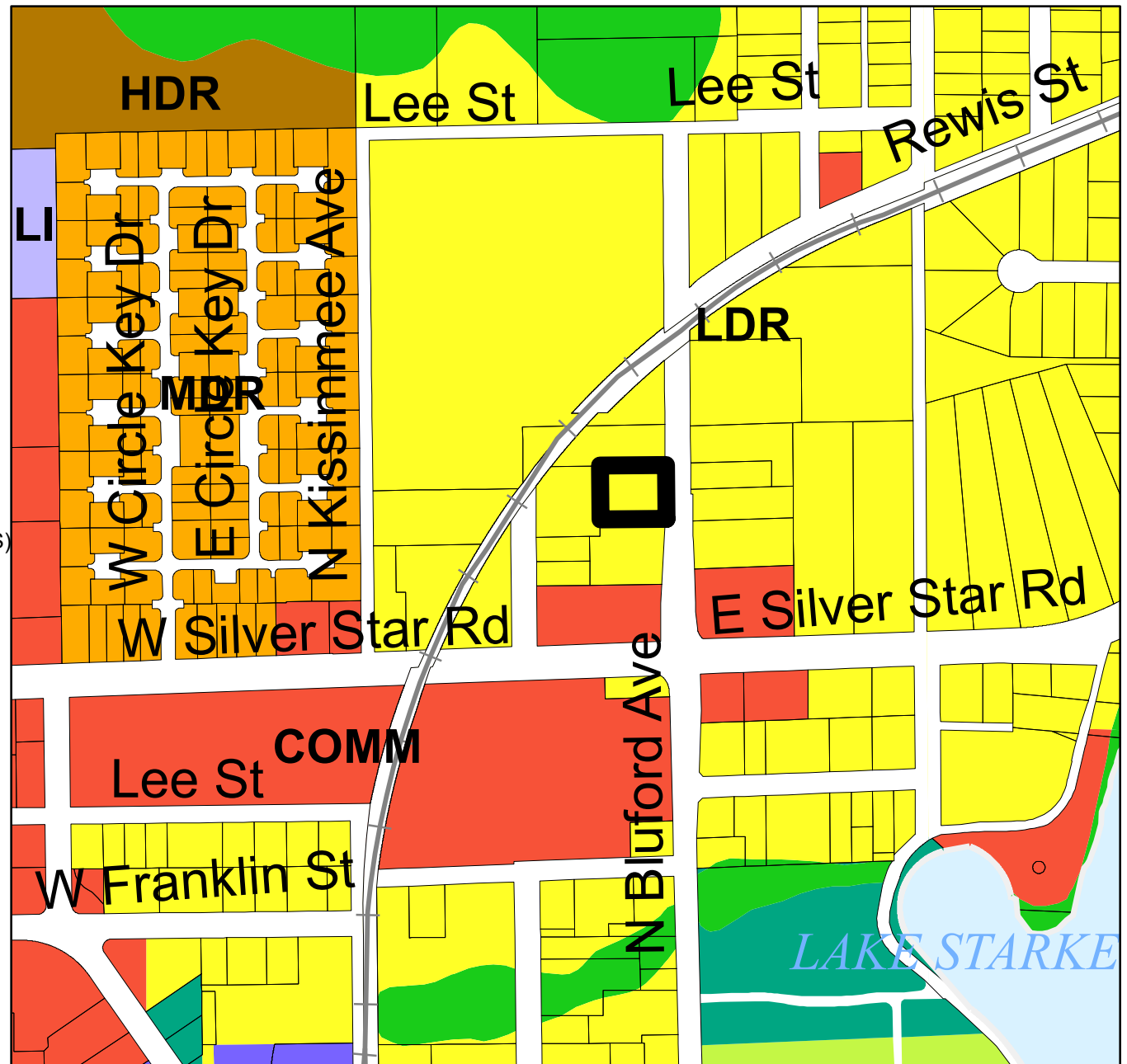
0 90 180 360
Feet

Created: May 2024

 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)



338 N. Bluford Ave Surrounding Zoning Map



Development Services
Department

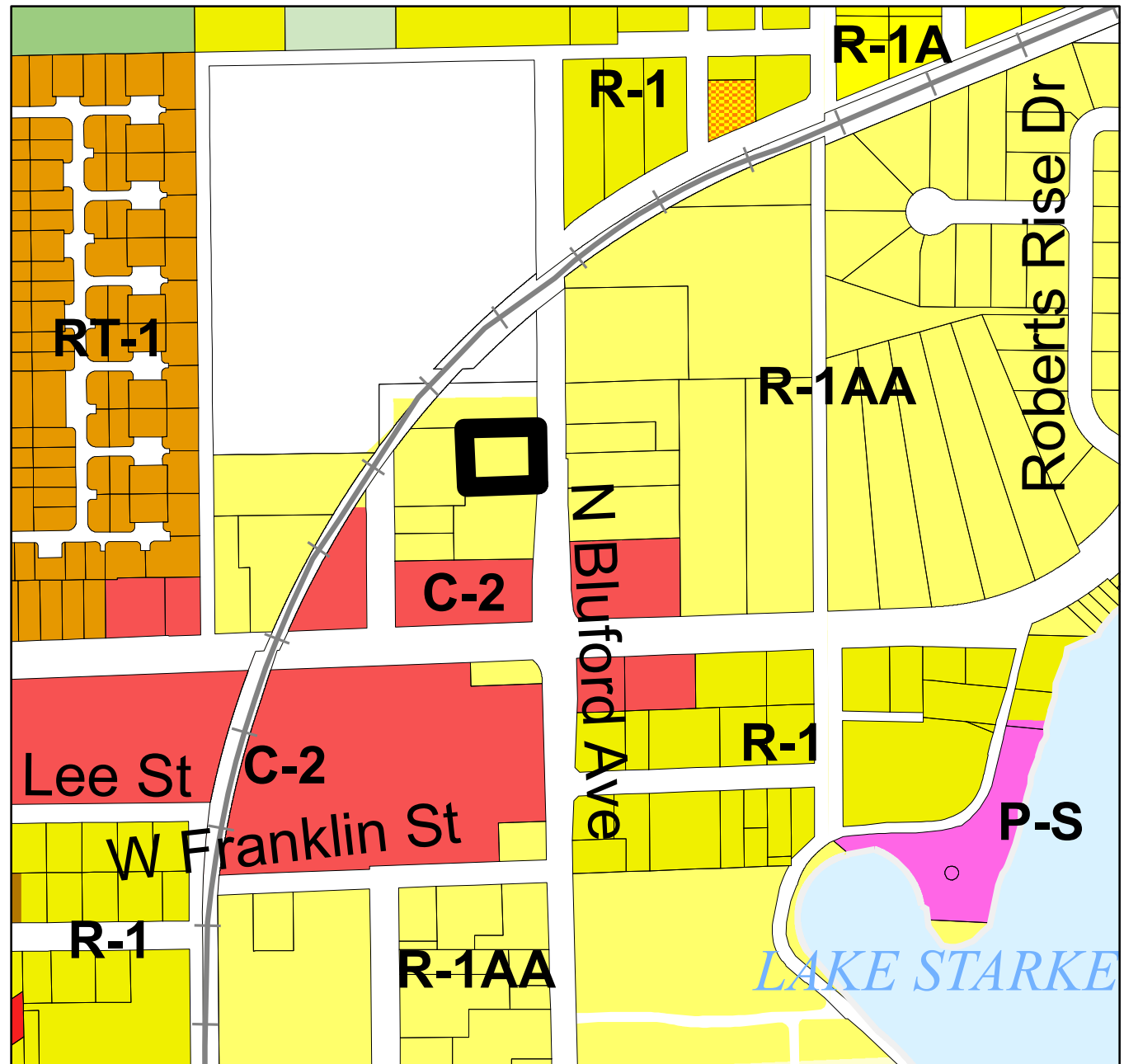
0 80 160 320
Feet

Created: May 2024

 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 – 338 N. Bluford Ave.)**

TAX PARCEL ID: 18-22-28-4100-00-131

CASE NO. CPA-2024-005: 338 N. Bluford Ave Small-Scale Comprehensive Plan Amendment

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL FOR CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.44 ACRES LOCATED AT 338 N. BLUFORD AVE, ON THE WEST SIDE OF N. BLUFORD AVE., APPROXIMATELY 334 FEET NORTH OF E. SILVER STAR RD.; 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 18-22-28-4100-00-131, more particularly described in **Exhibit “A”** and depicted in **Exhibit “B”**, has submitted an application to the Ocoee City Commission to amend the Comprehensive Plan Future Land Use designation (the “Comprehensive Plan Amendment”) of said real property from Low Density Residential to Commercial; and

WHEREAS, pursuant to Section 5-9(C) of Article V of the Land Development Code of the City of Ocoee, Florida, the Development Services Director has reviewed said Comprehensive Plan Amendment application and determined that said Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan, as amended from time to time; and

WHEREAS, pursuant to Section 163.3174(4)(a), Florida Statutes, the City’s Local Planning Agency (LPA) conducted a publicly noticed and advertised public hearing on Tuesday, May 14, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, June 18, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Comprehensive Plan Amendment and determined, after consideration of public comments, that the proposed Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan.

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

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

SECTION 2. AUTHORITY. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 3. COMPREHENSIVE PLAN AMENDMENT. The Future Land Use Map within the Future Land Use Element of the Ocoee Comprehensive Plan is hereby amended to change the future land use designation of the Subject Property, as particularly described in Exhibit “A” and depicted in Exhibit “B”, from Low Density Residential (LDR) to Commercial (COMM).

SECTION 4. COMPREHENSIVE PLAN. The City Clerk is hereby authorized and directed to revise the adopted Future Land Use Map of the City of Ocoee in order to incorporate the Comprehensive Plan Amendment enacted by this Ordinance.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective thirty-one (31) days after adoption, unless challenged prior to that date pursuant to Section 163.3187(5), Florida Statutes.

PASSED AND ADOPTED this _____ day of _____, 2024.

Space intentionally left blank

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 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

THE EAST 154.00 FEET OF LOT 13 & LOT 14, RUBEN KEGLERS SUB A/ 118

EXHIBIT "B"



**ORDINANCE NO. 2024-
(Rezoning Ordinance – 338 N. Bluford Ave)**

TAX PARCEL ID: 18-22-28-4100-00-131

CASE NO. RZ-24-03-04: 338 N. Bluford Ave

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1AA (SINGLE-FAMILY DWELLING DISTRICT) TO C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.44 ACRES LOCATED AT 338 N. BLUFORD AVE, ON THE WEST SIDE OF N. BLUFORD AVE., APPROXIMATELY 334 FEET NORTH OF E. SILVER STAR RD.; FINDING SAID 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 0.44 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from R-1AA (Single-Family Dwelling 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 May 14, 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 June 18, 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 0.44 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1AA (Single Family Dwelling 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

THE EAST 154.00 FEET OF LOT 13 & LOT 14, RUBEN KEGLERS SUB A/ 118

EXHIBIT "B"





STAFF REPORT

Meeting Date: June 4, 2024

Item #: 12

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for Amendment to the Ocoee Land Development Code (LDC) pertaining to Part IA, Article VII, Floodplain Management. (Zoning Manager Whitfield)

Background Summary: Staff proposes changes to the City's current Floodplain Management Regulations, as established in Part 1A of Article VII, in order to improve the flow and user-friendliness of the floodplain regulations, increase flood resiliency within the City and improve the City's Rate Class in the National Flood Insurance Program (NFIP) Community Rating System (CRS).

Local government participation in the NFIP's Community Rating System provides discounts on the cost of flood insurance premiums for NFIP policyholders, depending on the Rate Class awarded to the local government. The table below details the class rates, credit points required, and respective cost discounts for properties within a Special Flood Hazard Area (SFHA) and outside of an SFHA.

Rate Class	Credit Points Required	NFIP Insurance Discount	
		SFHA Property	Non-SFHA Property
Class 6	2000	20%	10%
Class 7	1500	15%	5%
Class 8	1000	10%	5%
Class 9	500	5%	5%
Class 10	0	0%	0%

Over the past two (2) years, City personnel in various Departments undertook floodplain management activities to qualify the City to participate in the CRS, and on December 7, 2023, the City was officially awarded admittance to the National Flood Insurance Program's CRS as a Class 9, with 1,341 points. This Class 9 Rate, which goes into effect on October 1, 2024, provides a five percent (5%) discount on the cost of flood insurance premiums for most NFIP policies in the City issued or renewed on or after October 1, 2024. This will be in place for five (5) years so long as all Elevation Certificates for construction in flood zone areas continue to be collected and filled out correctly. The City may take steps to increase its class rating at any time; however, re-verification occurs in April to then be implemented the following October, if awarded by the Florida Emergency Management Agency (FEMA). A municipality must maintain a rating for one (1) year before being eligible to change its class rating. A new rating could go into effect as early as October 1, 2025,

with adoption of additional regulations and completion of other necessary steps in the re-verification process.

To that end, staff proposes an ordinance, prepared in collaboration with the Public Works Department and the Florida Department of Emergency Management's Office of Floodplain Management (FDEM OFM), to respond to recommendations from FDEM OFM and to provide guidance and requirements for development and construction activity within flood hazard areas and special flood hazard areas. The table below summarizes the proposed Code changes, compares them to the existing Code and indicates the Rate Class that could be achieved with such Code changes.

Possible Rate Class	Proposed Code Changes	Current Code
TO MEET CLASS 8 PREREQUISITE	City has been awarded sufficient points for Class 8; however, the awarding of this Class has a prerequisite to remove the distinction or differentiation between manufactured homes and new construction, so all buildings are required to be elevated to the same base flood elevation in relation to the nearest special flood hazard area.	Has distinction between manufactured homes and new construction homes and other buildings
TO ACHIEVE HIGHER CRS CLASSIFICATION (VIA POINTS)		
1) Cumulative Substantial Improvements (80 points)	1. Reconstruction and repairs to damaged buildings are counted cumulatively for at least 10 years. (40 points are awarded towards the City's CRS Classification) 2. Improvements, modifications, and additions to existing buildings are counted cumulatively for at least 5 years. (20 points are awarded towards the City's CRS Classification) 3. The adoption of regulatory language that qualifies properties for Increased Cost of Compliance (ICC) insurance coverage for repetitive loss. (20 points are awarded towards the City's CRS Classification) - o Define Increased Cost of Compliance - o Provide a technical amendment to the Florida Building Code	1. There is no defined cumulation period. 2. There is no defined cumulation period. 3. There is no regulatory language. Residents are not eligible for ICC assistance (up to \$30,000)
2) Lower Substantial Improvements Threshold (20 points)	Decrease the regulatory threshold for determining if a building is substantially improved or substantially damaged from 50% to 49%. (20 points are awarded towards the City's CRS Classification)	Current Substantial Damage and Substantial Improvements threshold is 50%.

3) Protection of Critical facilities (80 points)	New critical facilities are prohibited from the 500-year floodplain. (80 points are awarded towards the City's CRS Classification)	Critical Facilities are not differentiated from other buildings or structures, and protections do not extend beyond the 100-year floodplain. Current level of protection could result in future critical facilities to be at flood risk during storms like Hurricanes Irma and Ian.
4) Local Drainage Protection (120 points)	1. Require lowest finished floor at 18-inches above the crown of the adjacent street. (60 points are awarded towards the City's CRS Classification) 2. Lot drainage accounts for street flooding and local drainage from and onto adjoining properties, and protects the building from local drainage flows. (40 points are awarded towards the City's CRS Classification) 3. Positive drainage away from the building to an approved point of collection that does not create a hazard or problem on neighboring properties. (20 points are awarded towards the City's CRS Classification)	1. Currently implemented by the City but not codified 2. Currently implemented by the City but not codified 3. Currently implemented by the City but not codified
5) Other Higher Standards (Points TBD)	Protection of 100-year flood carrying capacity of drainageways both within and outside of the Special Flood Hazard Areas (SFHAs). (TBD, max 100 points that could be awarded towards the City's CRS Classification)	Current City protections include the 25-year, 24-hour storm event conveyance capacity. Lesser protections have resulted in an estimated \$1.25M drainage improvement project in the West Orange Industrial Complex and a \$0.55M drainage improvement along Thornebrooke
6) General Changes (For user-friendliness of Code, not for points)	1. Change the Code reference from Part IA to Part II and update the numbering of renumbered Part II to start at Section 7-10 and place as "Reserved" Sections 7-7 through 7-9 in Part I for any future amendments to Part I Natural Resource Management 2. Moved Definitions to follow the General Provisions Section (similar to Part I Natural Resources Management for consistency) 3. Additional provisions relative to permit submittal documentation to assist in	

	City review and improve documentation of projects	
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Staff is hopeful that the proposed changes in the ordinance will help the City achieve a Rate Class of 7 or better and result in greater insurance cost savings to the community.

Issue:

Should the Honorable Mayor and City Commissioners approve a proposed ordinance to amend Part 1A of Article VII, Floodplain Management, in its entirety, in order to improve the City's Rate Class under the Community Rating System and to increase flood resiliency within the City, specifically with regard to elevations of manufactured homes and critical facilities in flood hazard areas, substantial damage and substantial improvement projects, and development activity within special flood hazard areas?

Recommendations:

Planning & Zoning Commission (PZC) Recommendation:

The Planning & Zoning Commission considered this item at its May 14, 2024, public hearing. Following discussions on how the market value of a building or structure would be determined and the cost/benefit of being in the CRS, the PZC made a recommendation of approval of the proposed ordinance to amend Part 1A of Article VII, Floodplain Management, in its entirety, in order to improve the City's Rate Class under the Community Rating System and to increase flood resiliency within the City, specifically with regard to elevations of manufactured homes and critical facilities in flood hazard areas, substantial damage and substantial improvement projects, and development activity within special flood hazard areas.

Staff Recommendation:

Staff recommends the Honorable Mayor and City Commissioners approve the proposed ordinance to amend Part 1A of Article VII, Floodplain Management, in its entirety, in order to improve the City's Rate Class under the Community Rating System and to increase flood resiliency within the City, specifically with regard to elevations of manufactured homes and critical facilities in flood hazard areas, substantial damage and substantial improvement projects, and development activity within special flood hazard areas.

Attachments:

- 1. Floodplain Mgmt Ordinance

Financial Impacts:

None

Type of Item: First Reading

ORDINANCE NO. 2024-

**(LDC Update relating to Floodplain
Management Requirements)**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE LAND DEVELOPMENT CODE ARTICLE VII, PART 1A, RELATING TO FLOODPLAIN MANAGEMENT, SPECIFICALLY WITH REGARDS TO ELEVATION OF MANUFACTURED HOMES AND CRITICAL FACILITIES IN FLOOD HAZARD AREAS, SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT, DEVELOPMENT ACTIVITY WITHIN FLOOD HAZARD AND SPECIAL FLOOD HAZARD AREAS, AND PROVISIONS FOR DRAINAGE; PROVIDING FOR APPLICABILITY, CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Ocoee has applied to participate in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements in order to improve community flood resiliency which will make citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Ocoee to achieve a Class 8 or better, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the **City of Ocoee** determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the **City of Ocoee** is adopting requirements to (1) require buildings that sustain repetitive flood damage over a 10-year period to be included in the definition of "substantial damage," (2) reduce the percentage used to determine substantial improvement and substantial damage, (3) require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a 5-year period, (4) increase the minimum elevation requirement for buildings and structures in flood hazard areas, (5) define critical facilities and restrict their development within the 500-year floodplain, and (6) adopt regulatory language that

qualifies properties for Increased Cost of Compliance (ICC) insurance coverage for repetitive loss for purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to Section 553.73(5), F.S., is formatting those requirements to coordinate with the *Florida Building Code*; and

WHEREAS, the **City of Ocoee** has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, and are compliant with Section 553.73(4), Florida Statutes.

WHEREAS, on May 14, 2024, the Planning and Zoning Commission, acting as the Local Planning Agency, held an advertised and publicly noticed public hearing and recommended approval of the amendments proposed by staff to revise Part 1A, Article VII, of the LDC as prescribed herein; and

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

WHEREAS, following the advertisement and duly noticed public hearing on the Ordinance on Tuesday, June 18, 2024, the Ocoee City Commission approved the amendments to Part 1A, Article VII, of the LDC.

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 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 3. **AMENDMENTS TO THE LAND DEVELOPMENT CODE**. Part 1A of Article VII of the City of Ocoee Land Development Code is hereby amended to read as depicted in **Exhibit "A"**.

SECTION 4. **FISCAL IMPACT STATEMENT**. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments of the Florida Building Code (FBC) because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. **CONFLICT.** The 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. **CODIFICATION.** It is the intention of the Ocoee City Commission that the provisions stated in this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered, and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

[Space intentionally 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"

Part 1A of Article VII is hereby re-designated as Part II and amended to read as follows, with strike-through representing deletions, underline representing additions, double underline represents a relocation of text, and yellow highlighted underlined text representing language provided by the Florida Department of Management (FDEM) Office of Floodplain Management (OFM) in order to achieve credits towards achieving higher ratings under the Community Rating System (CRS).

PART ~~II~~1A FLOODPLAIN MANAGEMENT

§ 7-1~~0A~~0A. GENERAL PROVISIONS.

A. Title.

These regulations shall be known as the Floodplain Management Ordinance of the City of Ocoee, hereinafter referred to as "this Article."

B. Scope.

The provisions of this Article shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development. Where stated explicitly, certain provisions of this Article shall apply to development in all areas of the City, including lands located outside of mapped special flood hazard areas.

C. Intent.

The purposes of this Article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;

- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- D. Coordination with the Florida Building Code.

This Article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

E. Warning.

The degree of flood protection required by this Article and the Florida Building Code, as amended by the City, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This Article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring the City to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this Article.

F. Disclaimer of Liability.

This Article shall not create liability on the part of the City Commission of the City of Ocoee or by any officer or employee thereof for any flood damage that results from reliance on this Article or any administrative decision lawfully made thereunder.

§ 7-119A. DEFINITIONS.

A. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this articleordinance, have the meanings shown in this section. Where terms are not defined in this Article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in the Florida Building Code. Where terms are not defined in this Article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(1) **Alteration of a Watercourse.** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

(2) **Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this Article.

- (3) **ASCE 24.** A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.
- (4) **Base Flood.** A flood having a one (1) percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."
- (5) **Base Flood Elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the FIRM. [Also defined in FBC, B, Section 202.]
- (6) **Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]
- (7) **Critical facility.** A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. The term includes facilities that are assigned Flood Design Class 3 and Flood Design Class 4 pursuant to the Florida Building Code, Building.
- (7) **Design Flood.** The flood associated with the greater of the following two (2) areas: [Also defined in FBC, B, Section 202.]
- a. Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or
 - b. Area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.
- (8) **Design Flood Elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the City's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 202.]
- (9) **Development.** Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.
- (10) **Dry Floodproofing.** A combination of design modifications, structural and non-structural additions, changes, or adjustments to structures, including the attendant utilities and equipment and sanitary facilities, being water tight with walls substantially impermeable to the passage of water and with structural components having the capacity to resist flood load, which reduces or eliminates flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

- (110)**Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.
- (121)**Existing Building and Existing Structure.** Any buildings and structures for which the "start of construction" commenced before November 1, 1978. [Also defined in FBC, B, Section 202.]
- ~~(12) **Existing Manufactured Home Park or Subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before November 1, 1978.~~
- ~~(13) **Expansion to an Existing Manufactured Home Park or Subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~
- (134)**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.
- (145)**Flood or Flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.

(156)**Flood Damage-Resistant Materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

(167)**Flood Hazard Area.** The greater of the following two (2) areas: [Also defined in FBC, B, Section 202.]
 - a. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
 - b. The area within a floodplain subject to a 0.2% or greater chance of flooding in a year.
 - cb. The area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.

(178)**Flood Insurance Rate Map (FIRM).** The official map of the City on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the City. [Also defined in FBC, B, Section 202.]

(189)**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

(1920) **Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this Article (may be referred to as the Floodplain Manager).

- (201) **Floodplain Development Permit or Approval.** An official document or certificate issued by the City, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this Article.
- (212) **Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]
- (223) **Floodway Encroachment Analysis.** An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.
- (234) **Florida Building Code or FBC.** The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.
- (245) **Functionally Dependent Use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.
- (256) **Highest Adjacent Grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.
- (267) **Historic Structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings.
- (27) **Increased Cost of Compliance (ICC)** means the coverage by a standard flood insurance policy under the NFIP that provides for the payment of a claim for the cost to comply with the State of Florida and the City of Ocoee floodplain management laws or ordinances after a direct physical loss by flood, when the city declares the structure to be "substantially" or "repetitively" flood-damaged. ICC coverage is provided for in every standard NFIP flood insurance policy, and will help pay for the cost to dry floodproof, relocate, elevate, or demolish the structure.
- (28) **Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
- a. **Letter of Map Amendment (LOMA):** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

- b. **Letter of Map Revision (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
 - c. **Letter of Map Revision Based on Fill (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the City's floodplain management regulations.
 - d. **Conditional Letter of Map Revision (CLOMR):** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.
- (29) **Light-Duty Truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:
- a. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
 - b. Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or
 - c. Available with special features enabling off-street or off-highway operation and use.
- (30) **Lowest Floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]
- (31) **Manufactured Home.** A structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]
- (32) **Manufactured Home Park or Subdivision.** A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.
- (33) **Market Value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this Article, the term refers to the market value of buildings and structures, as those terms are used in this article and in the Florida Building Code, excluding the land and other improvements on the parcel.

Market value may be established by a qualified independent appraiser, is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.

(34) **New Construction.** For the purposes of administration of this Article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after November 1, 1978, and includes any subsequent improvements to such structures.

(35) **New Manufactured Home Park or Subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after November 1, 1978.

(36) **Park Trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in Section 320.01, Florida Statutes.]

(37) **Recreational Vehicle.** A vehicle, including a park trailer, which is: [see in Section 320.01, Florida Statutes.]

- a. Built on a single chassis;
- b. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light-duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(38) **Special Flood Hazard Area.** An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

(39) **Start of Construction.** The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred and eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns,

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not

that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

(40) **Substantial Damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) forty-nine (49) percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a building or structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds twenty-five percent (25%) of the market value of the building or structure before the damage occurred. Where cumulative cost of repair of damages equates to forty-nine (49) percent or greater of the market value at the time of each event, during a 10-year period, the building or structure must be brought into compliance. [Also defined in FBC, B Section 202.]

(41) **Substantial Improvement.** Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a 5-year period, the cumulative cost of which equals or exceeds fifty (50) forty-nine (49) percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to June 18, 2024. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

a. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

b. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See Instructions and Notes.]

(42) **Variance.** A grant of relief from the requirements of this Article, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this Article or the Florida Building Code.

(43) **Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

§ 7-122A. APPLICABILITY.

A. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. Areas to Which This Article Applies.

This Article shall apply to all development in the flood hazard areas within the corporate limits of the City of Ocoee, as established in Section 7-122A(C) of this Article.

C. Basis for Establishing Flood Hazard Areas.

The Flood Insurance Study for Orange County, Florida and Incorporated Areas dated ~~June 20, 2018~~ September 24, 2021, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this Article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Ocoee Building Division, ~~150 N. Lakeshore Drive~~ 1 North Bluford Avenue, Ocoee.

D. Submission of Additional Data to Establish Flood Hazard Areas.

To establish flood hazard areas and base flood elevations, pursuant to Section 7-~~155A~~ of this Article, the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the City indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this Article and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

E. Other laws.

The provisions of this Article shall not be deemed to nullify any provisions of Local, State, or Federal law.

F. Abrogation and Greater Restrictions.

This Article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this Article and any other ordinance, the more restrictive shall govern. This Article shall not impair any deed restriction, covenant, or easement, but any land that is subject to such interests shall also be governed by this Article.

G. Interpretation.

In the interpretation and application of this Article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under State statutes.

§ 7-~~133A~~. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR.

A. Designation.

The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. General.

The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this Article. The Floodplain Administrator shall have the authority to render interpretations of this Article consistent with the intent and purpose of this Article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this Article without the granting of a variance pursuant to Section 7-~~177A~~. of this Article.

C. Applications and Permits.

The Floodplain Administrator, in coordination with other pertinent offices of the City, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this Article;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this Article is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this Article.

D. Substantial Improvement and Substantial Damage Determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage" and for improvements and repairs as specified in the definition of "substantial improvement"; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this Article is required.
- E. Modifications of the Strict Application of the Requirements of the Florida Building Code.
- The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 7-~~177A~~. of this Article.
- F. Notices and Orders.
- The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this Article.
- G. Inspections.
- The Floodplain Administrator shall make the required inspections as specified in Section 7-~~166A~~. of this Article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- H. Other duties of the Floodplain Administrator.
- The Floodplain Administrator shall have other duties, including, but not limited to:
- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 7-~~13D3A.(D)~~ of this Article;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps (FIRMs) if the analyses proposed d to change (a) base flood elevations, (b) the flood hazard area boundaries of the 1% and 0.2% flood hazard areas, or (c) floodway designations; such submissions shall be made within six (6) months of such data becoming available;

- (4) Review required design certifications and documentation of elevations specified by this Article and the Florida Building Code to determine that such certifications and documentations are complete; and
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City are modified.

I. Floodplain Management Records.

Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this Article and the flood-resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this Article; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this Article and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Ocoee Building Division, 150 N. Lakeshore Drive1 North Bluford Avenue, Ocoee.

§ 7-144A. PERMITS.

A. Permits Required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this Article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area, shall first make application to the Floodplain Administrator and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this Article and all other applicable codes and regulations has been satisfied.

B. Floodplain Development Permits or Approvals.

Floodplain development permits or approvals shall be issued pursuant to this Article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures, and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. Buildings, Structures, and Facilities Exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this Article:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in Section 604.50, Florida Statutes.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the State correctional system.
- (9) Structures identified in Section 553.73(10)(k), Florida Statutes, are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

D. Application for a Permit or Approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address, or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 7-~~155A~~ of this Article.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent. (If signed by the applicant's authorized agent, an agent authorization form shall accompany the application.)
- (7) Give such other data and information as required by the Floodplain Administrator.

E. Validity of Permit or Approval.

The issuance of a floodplain development permit or approval pursuant to this Article shall not be construed to be a permit for, or approval of, any violation of this Article, the Florida Building Codes, or any other ordinance of this City. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred and eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred and eighty (180) days after the work commences. Extensions for periods of not more than one hundred and eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated for such request.

G. Suspension or Revocation.

The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate, or incomplete information, or in violation of this Article or any other ordinance, regulation, or requirement of the City, County, State, or Federal government.

H. Other Permits Required.

Floodplain development permits and building permits shall include a condition that all other applicable State or Federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:

- (1) The St. Johns River Water Management District; Section 373.036, Florida Statutes.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, Florida Statutes and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, Florida Statutes.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (5) Federal permits and approvals.

§ 7-~~155A~~. SITE PLANS AND CONSTRUCTION DOCUMENTS.

A. Information for Development in Flood Hazard Areas.

The site plan or construction documents for any development subject to the requirements of this Article shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), ~~and~~ ground elevations, and lowest floor elevations shall be provided on the site plan, survey and FEMA Elevation Certificate, if necessary for review of the proposed development.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, these shall be established in accordance with Section 7-~~155A~~-(B)(2) or (3) of this Article.
- (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included

on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 7-~~155A-(B)~~(1) of this Article.

- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation, drainage facilities, and stormwater management plans; elevations shall be referenced to the datum on the FIRM.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse, and the extent to which any swamp, marsh, lake, or pond will be altered, relocated, or created.
- (8) Copy of the proposed stormwater management report and floodplain study, if any, complete with supporting documentation.
- (9) For improvements and repairs to nonconforming structures within the SFHA that do not meet the definitions of substantial damage or substantial improvement, flood damage-resistant materials shall be used.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this Article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this Article.

B. Information in Special Flood Hazard Areas without Base Flood Elevations (Approximate Zone A).

Where special flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants the base flood elevation and floodway data available from a Federal or State agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a Federal or State agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. Additional Analyses and Certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this Section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 7-~~155A-(D)~~ of this Article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities that propose alterations to the boundaries of the special flood hazard area, the applicant shall submit analyses and documentation to FEMA as specified in Section 7-15D of this Article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, to the City with the site plan and construction documents.
- ~~(32)~~ For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the City. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in special flood hazard areas identified as Zone AO or Zone AH.
- ~~(43)~~ For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 7-~~155A-(D)~~ of this Article.
- (5) For Non-Residential Structures, a Floodproofing Certificate is required for a floodproofed non-residential building in addition to the Elevation Certificate. A complete and correct Floodproofing Certificate is required to be submitted to the Building Division once construction is finished on the building but before the certificate of occupancy is issued.

D. Submission of Additional Data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant ~~shall has the right to~~ seek a Letter of Map Change from FEMA, as appropriate, to change the base flood elevations, change floodway boundaries, or change boundaries of the 1% and 0.2% flood hazard areas shown on

FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

§ 7-~~166A~~. INSPECTIONS.

A. General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. Development Other than Buildings and Structures.

The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this Article and the conditions of issued floodplain development permits or approvals.

C. Buildings, Structures, and Facilities Exempt from the Florida Building Code.

The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this Article and the conditions of issued floodplain development permits or approvals.

D. Buildings, Structures, and Facilities Exempt from the Florida Building Code, Lowest Floor Inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 7-~~155A~~.(B)(3)(b) of this Article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

E. Buildings, Structures and Facilities Exempt from the Florida Building Code, Final Inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 7-~~166A~~.(D) of this Article.

F. Manufactured Homes.

The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this Article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

§ 7-~~177A~~. VARIANCES AND APPEALS.

A. General.

The City Commission shall hear and decide on requests for appeals and requests for variances from the strict application of this Article. Pursuant to Section 553.73(5), Florida Statutes, the City Commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements of the Florida Building Code.

B. Appeals.

The City Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this Article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

C. Limitations on Authority to Grant Variances.

The City Commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 7-~~177A~~-(G) of this Article, the conditions of issuance set forth in Section 7-~~177A~~-(H) of this Article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The City Commission has the right to impose such conditions as it deems necessary to further the purposes and objectives of this Article.

D. Restrictions in Floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 7-~~155A~~-(C) of this Article.

E. Historic Buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

F. Functionally Dependent Uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this Article, provided the variance meets the requirements of Section 7-~~177A~~-(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. Considerations for Issuance of Variances.

In reviewing requests for variances, the City Commission shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this Article, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

H. Conditions for Issuance of Variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this Article or the required elevation standards;
- (2) Determination by the City Commission that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the County Comptroller in such a manner that it appears in the chain of title of the affected parcel of land; and

- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

§ 7-188A. VIOLATIONS.

A. Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this Article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this Article, shall be deemed a violation of this Article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this Article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

B. Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this Article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. Unlawful Continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties. Violation of the provisions of this section or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this Code or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than thirty (30) days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Ocoee from taking such other lawful action as is necessary to prevent or remedy any violation.

~~§ 7-9A. DEFINITIONS.~~

- ~~A. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section. Where terms are not defined in this Article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in the Florida Building Code. Where terms are not defined in this Article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.~~

- ~~(1) **Alteration of a Watercourse.** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.~~
- ~~(2) **Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this Article.~~
- ~~(3) **ASCE 24.** A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.~~
- ~~(4) **Base Flood.** A flood having a one (1) percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent annual chance flood."~~
- ~~(5) **Base Flood Elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the FIRM. [Also defined in FBC, B, Section 202.]~~
- ~~(6) **Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)"].~~
- ~~(7) **Design Flood.** The flood associated with the greater of the following two (2) areas: [Also defined in FBC, B, Section 202.]~~
- ~~a. Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or~~
- ~~b. Area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.~~
- ~~(8) **Design Flood Elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the City's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 202.]~~
- ~~(9) **Development.** Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.~~
- ~~(10) **Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.~~
- ~~(11) **Existing Building and Existing Structure.** Any buildings and structures for which the "start of construction" commenced before November 1, 1978. [Also defined in FBC, B, Section 202.]~~

- ~~(12) **Existing Manufactured Home Park or Subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before November 1, 1978.~~
- ~~(13) **Expansion to an Existing Manufactured Home Park or Subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~
- ~~(14) **Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.~~
- ~~(15) **Flood or Flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]~~
- ~~a. The overflow of inland or tidal waters.~~
- ~~b. The unusual and rapid accumulation or runoff of surface waters from any source.~~
- ~~(16) **Flood Damage-Resistant Materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]~~
- ~~(17) **Flood Hazard Area.** The greater of the following two (2) areas: [Also defined in FBC, B, Section 202.]~~
- ~~a. The area within a floodplain subject to a 1 percent or greater chance of flooding in any year.~~
- ~~b. The area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.~~
- ~~(18) **Flood Insurance Rate Map (FIRM).** The official map of the City on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the City. [Also defined in FBC, B, Section 202.]~~
- ~~(19) **Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]~~
- ~~(20) **Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this Article (may be referred to as the Floodplain Manager).~~
- ~~(21) **Floodplain Development Permit or Approval.** An official document or certificate issued by the City, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this Article.~~
- ~~(22) **Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]~~

- ~~(23) **Floodway Encroachment Analysis.** An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.~~
- ~~(24) **Florida Building Code** or **FBC.** The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.~~
- ~~(25) **Functionally Dependent Use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long term storage or related manufacturing facilities.~~
- ~~(26) **Highest Adjacent Grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.~~
- ~~(27) **Historic Structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings.~~
- ~~(28) **Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:~~
- ~~a. **Letter of Map Amendment (LOMA):** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.~~
 - ~~b. **Letter of Map Revision (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.~~
 - ~~c. **Letter of Map Revision Based on Fill (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the City's floodplain management regulations.~~
 - ~~d. **Conditional Letter of Map Revision (CLOMR):** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.~~
- ~~(29) **Light Duty Truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds Gross Vehicular Weight Rating or less which has a~~

~~vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty five (45) square feet or less, which is:~~

- ~~a. — Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or~~
- ~~b. — Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or~~
- ~~c. — Available with special features enabling off-street or off-highway operation and use.~~

~~(30) **Lowest Floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]~~

~~(31) **Manufactured Home.** A structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]~~

~~(32) **Manufactured Home Park or Subdivision.** A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.~~

~~(33) **Market Value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this Article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.~~

~~(34) **New Construction.** For the purposes of administration of this Article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after November 1, 1978, and includes any subsequent improvements to such structures.~~

~~(35) **New Manufactured Home Park or Subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after November 1, 1978.~~

~~(36) **Park Trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in Section 320.01, Florida Statutes.]~~

~~(37) **Recreational Vehicle.** A vehicle, including a park trailer, which is: [see in Section 320.01, Florida Statutes.]~~

- ~~a. Built on a single chassis;~~
- ~~b. Four hundred (400) square feet or less when measured at the largest horizontal projection;~~
- ~~c. Designed to be self-propelled or permanently towable by a light-duty truck; and~~
- ~~d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.~~

~~(38) **Special Flood Hazard Area.** An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B-Section 202.]~~

~~(39) **Start of Construction.** The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred and eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns,~~

~~Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B-Section 202.]~~

~~(40) **Substantial Damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B-Section 202.]~~

~~(41) **Substantial Improvement.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]~~

- ~~a. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions;~~
- ~~b. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See Instructions and Notes.]~~

~~(42) **Variance.** A grant of relief from the requirements of this Article, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this Article or the Florida Building Code.~~

~~(43) **Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.~~

§ 7-~~1910A~~. BUILDINGS AND STRUCTURES.

A. Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 7-~~144A~~.(C) of this Article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 7-~~2516A~~. of this Article.

B. Florida Building Code, Technical Amendments.

a. The Substantial Damage and Substantial Improvement definitions in this Article lower the percentage threshold for buildings and structures to achieve compliance within the SFHA and clarify provisions regarding repetitive flood damage and cumulative substantial improvements. In the Florida Building Code, Building and Existing Building, the definitions for the terms "Substantial Damage" and "Substantial Improvement" shall be as provided in Section 7-11.

b. Minimum building elevations: The minimum elevation for residential and non-residential buildings in flood hazard areas shall be as specified in ASCE 24 or the base flood elevation plus two (2) feet, whichever is higher.

C. Critical facilities. New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2 percent annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard that satisfy the objectives of a proposed critical facility are not available, then the critical facility shall:

a. Have the lowest floor elevated or protected to at least the base flood elevation plus 2.0 feet or the elevation required by ASCE 24, whichever is higher;

b. Be constructed with dry floodproofing and sealing materials to prevent toxic substances from being displaced by or released into floodwaters; and

c. Have access routes elevated to or above the base flood elevation to the maximum extent possible to protect ingress/egress paths for residents, patients and emergency services personnel.

D. Building elevation and drainage, at all location in the City including lands outside of mapped special flood hazard areas:

a. In mapped special flood hazard areas, the lowest floor or elevation of dry floodproofing shall be as required by Section 7-10B(1) or at or above the design elevation of the on-site stormwater management system, whichever is greater.

- b. If a lot or site is reasonably level, or slopes toward the street, the minimum finished floor elevation shall not be less than eighteen (18) inches above the highest crown of that portion of the adjacent street, or right-of-way upon which the structure fronts. This applies to grading classified as Type A or B grading.
- c. If a lot or site slopes away from a street or road with continuous slope to the rear, the finished floor elevation of any structure shall be at least one (1) foot above the finished elevations at the side of the lot lines nearest the front corners of the dwelling. This requirement applies to grading classification as Type C.
- d. In addition to the conditions of paragraphs a, b, and c above, the finished floor elevation shall be a minimum of six (6) inches above the rim elevation of the nearest downstream gravity sewer manhole serving the lot.
- e. It is the intent of the City that lots and buildings sites provide the necessary finished floor elevation without excessive filling of land. Specific grading plans with proposed finished floor elevations and grading shall be submitted for review and approval of the Development Review Committee. When a subdivision lot grading plan has been prepared and approved, specified finished floor elevations and grading types shall be observed. Finished floor elevation shall not deviate below that specified in grading plan by may be increased up to six (6) inches above that specified without approval. Justification shall be provided for raising finished floor elevation more than six (6) inches above that specified. An approved plan that specified individual elevations shall supersede the requirements of b and c above and this paragraph.
- f. Swales shall be constructed to carry runoff alongside the lot lines without allowing unintended runoff to adjacent lots. Grading shall minimize the impact of runoff onto other lots when intended by Type B and C Grading. Use of stem wall construction, retaining walls or other techniques shall be considered to improve drainage and aesthetics. Areas adjacent to structures or paved surfaces shall be graded to drain away from the structures and pavement. Ponding shall be prohibited.
- a-g. All slopes of 4:1 or greater shall be sodded. Sodded slopes shall not exceed 4:1 without approval. Where lots adjoin ponds, natural, conservation, or common areas, the lot line elevation specified on the subdivision plans (or natural elevation) shall be maintained and the lot graded at a slope not to exceed 4:1.

§ 7-~~2011~~A. SUBDIVISIONS.

- A. Minimum Requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

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- B. Subdivision Plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 7-~~15A(3)5A.(B)(1)~~ of this Article; and
 - (3) Compliance with the site improvement and utilities requirements of Section 7-~~2112A.~~ of this Article.

§ 7-~~2112A.~~ SITE IMPROVEMENTS, UTILITIES, AND LIMITATIONS.

- A. Minimum Requirements. All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. Sanitary Sewage Facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- C. Water Supply Facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- D. Limitations on Sites in Regulatory Floodways. No development, including, but not limited to, site improvements, and land-disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 7-~~155A.(C)~~(1) of this Article demonstrates that the proposed development or land-disturbing activity will not result in any increase in the base flood elevation.
- E. With the exception of the roadway drainage system or where a roadway or utility culvert does not restrict the 100-year flood carrying capacity of the drainageway or where piping of drainageway beyond a simple crossing does not restrict the 100-year flood carrying capacity and provides additional water quality treatment beyond the sites required stormwater measures, the following limitations on drainageways shall apply:
- (1) Prohibit channelization within the Ocoee City Limits and;

(2) Maintain a minimum of a five (5) foot buffer from top of bank where there is not a special flood hazard area designation and;

(3) Utilize best management practices (BMPs) for top of bank management within buffer.

F. Where channelization or impacts have occurred or absolutely unavoidable in drainageways, development or redevelopment may occur if enhancements are installed to return the drainageways to a more natural flow regime or improved flood carrying capacity, such as:

(1) Daylighting the stream by removing the piped drainageway and reestablishing a natural open channel flow regime, while maintaining the minimum drainage flood carrying capacity, as per the City's Engineering Standards Manual,

(2) Relocation or redirection of the drainageway in a manner that continues the system's flood carrying capacity without negatively impacting biodiversity, and

(3) Piped channelization is increased to accommodate a 100-year flood capacity with additional water quality treatment beyond the sites required stormwater measures.

GE. Limitations on Placement of Fill. Subject to the limitations of this Article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

§ 7-~~22~~13A. MANUFACTURED HOMES.

A. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, Florida Statutes, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this Article.

B. Foundations. All new manufactured homes and replacement manufactured homes installed in **special** flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this Article. **Foundations for manufactured homes subject to Section 7-13A.(F) of this Article are permitted to be reinforced piers or other foundation elements of at least equivalent strength.**

C. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

D. Elevation. **All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus two (2) feet. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 7-13A.(E) or 7-13A.(F) of this Article, as applicable.**

E. General Elevation Requirement. Unless subject to the requirements of Section 7-13A.(F) of this Article, all manufactured homes that are placed, replaced, or substantially improved on sites located:

~~(1) Outside of a manufactured home park or subdivision;~~

~~(2) In a new manufactured home park or subdivision;~~

~~(3) In an expansion to an existing manufactured home park or subdivision; or~~

~~(4) In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood;~~

~~shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).~~

~~F. Elevation Requirement for Certain Existing Manufactured Home Parks and Subdivisions. Manufactured homes that are not subject to Section 7-13A.(E) of this Article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~(1) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or~~

~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.~~

EG. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 for such enclosed areas.

FH. Utility Equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

§ 7-~~2314A~~. RECREATIONAL VEHICLES AND PARK TRAILERS.

A. Temporary Placement. Recreational vehicles and park trailers placed temporarily in special flood hazard areas shall:

(1) Be on the site for fewer than one hundred and eighty (180) consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. Permanent Placement. Recreational vehicles and park trailers that do not meet the limitations in Section 7-~~2314A~~.(A) of this Article for temporary placement shall meet the requirements of Section 7-~~2213A~~. of this Article for manufactured homes.

§ 7-~~2415A~~. TANKS.

A. Underground Tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

- B. Above-Ground Tanks, Not Elevated. Above-ground tanks that do not meet the elevation requirements of Section 7-~~19D15A.C~~ of this Article shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- C. Above-Ground Tanks, Elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- D. Tank Inlets and Vents. Tank inlets, fill openings, outlets and vents shall be:
 - (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

§ 7-~~2516A~~. OTHER DEVELOPMENT.

- A. General Requirements for Other Development. All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this Article or the Florida Building Code, shall:
 - (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of Section 7-~~2112A.(D)~~ of this Article if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- B. Fences in Regulated Floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 7-~~2112A.(D)~~ of this Article.
- C. Retaining Walls, Sidewalks and Driveways in Regulated Floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 7-~~2112A.(D)~~ of this Article.
- D. Roads and Watercourse Crossings in Regulated Floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one (1) side of a watercourse to the other side, that encroach into

regulated floodways shall meet the limitations of Section 7-~~2112A.(D)~~ of this Article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 7-~~155A.(C)~~(~~34~~) of this Article.

STAFF REPORT

Meeting Date: June 4, 2024
Item #: 13

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Second Reading of Ordinance to Implement Speed Enforcement Cameras in School Zones. (Police Chief Ogburn)

Background Summary:

First Reading of Ordinance held on May 21, 2024.

In an effort to improve safety and compliance with the traffic laws in areas where children are present during school hours, HB 657 was enacted on July 1, 2023, by Governor Ron DeSantis. On Nov 7, 2023, 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. The options to consider are to ratify the ordinance and allow it to remain an option to consider installing the system in the future or ratify the ordinance and move forward with the implementation of the program for one or more school zones.

Issue:

Should the Honorable Mayor and City Commissioners adopt an Ordinance to implement Speed Enforcement Cameras in school zones within the City?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners adopt an ordinance to implement speed zone enforcement cameras in the school zones within the City.

Attachments:

1. Ordinance
2. Advertisement

Financial Impacts:

There is no financial impact.

Type of Item: Regular

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA AMENDING CHAPTER 168 OF THE CODE OF ORDINANCES; DECLARING PURPOSE AND INTENT; AUTHORIZING PLACEMENT AND INSTALLATION OF SCHOOL ZONE SPEED DETECTION SYSTEMS; PROVIDING FOR IMPLEMENTATION OF GENERAL LAW BY THE CITY MANAGER AND DESIGNATION OF LOCAL HEARING OFFICER; PROVIDING FOR SEVERABILITY OF THE NEWLY CREATED SECTION; MAKING FINDINGS REGARDING RELEVANT TRAFFIC DATA AND EVIDENCE; WARRANTING ADDITIONAL ENFORCEMENT PROCEDURES AND DESIGNATING SCHOOL ZONE SPEED DETECTION SYSTEM LOCATIONS WHICH CONSTITUTE A HEIGHTENED SAFETY RISK; PROVIDING FOR SEVERABILITY; RATIFYING APPROVAL OF CONTRACT FOR IMPLEMENTING SCHOOL ZONE SPEED DETECTION SYSTEMS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2023-174, Laws of Florida, enacted and signed by the Governor on May 21, 2023, effective July 1, 2023, amended Chapter 316, Florida Statutes, in regards to enforcement of school zone speed limits and authorized municipalities to enforce the speed limit in a school zone at specified periods through the use of a speed detection system; and

WHEREAS, to promote public safety, especially in regards to the safety of this jurisdiction's children, the City Commission of the City of Ocoee has decided to authorize the use of such a school zone speed limit detection system within the City; and

WHEREAS, the City Commission has considered the relevant traffic data and other evidence supporting the installation of school zone speed limit detection systems within the City; and

WHEREAS, the City Commission has determined, based upon the evidence considered, the location of the specific school zones in this jurisdiction which constitute a heightened safety risk that warrant additional enforcement procedures; and

WHEREAS, the City Commission has determined that it is efficient to utilize the City's existing local hearing officer appointed under § 168-13 of the Code of Ordinances to conduct hearings pursuant to this ordinance and Chapter 2023-174, Laws of Florida, as it may be amended; and

WHEREAS, the City Commission has determined that the public should have an opportunity to comment on the contract for school zone speed detection systems before the City Commission ratifies the approval of such contract in this Ordinance;

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the best interest of the City.

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

SECTION 1. 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 166 and 553, Florida Statutes.

SECTION 2. Amendment. Chapter 168, City of Ocoee Code of Ordinances, is amended to rename Article III and create a new § 15 to read as follows (words that are underlined indicate new language; words that are ~~stricken~~ are deletions; and all other provisions of the Chapter shall remain unchanged):

ARTICLE III – Traffic Light and School Zone Safety

§ 168-15 - SCHOOL ZONE SPEED LIMIT DETECTION SYSTEM, HEARINGS BEFORE A LOCAL HEARING OFFICER.

(A) Purpose and intent. The purpose of this section is to specifically authorize the use of a school zone speed limit detection system, as permitted by general law as of the effective date of this section, within the City's jurisdiction limits.

(B) Authorizing Use of School Zone Speed Limit Detection Systems. The City of Ocoee hereby exercises its option under Chapter 203-174, Laws of Florida (F.S. (2023) § 316.008) to use a speed limit detection system within its jurisdiction and to authorize a traffic infraction enforcement officer under F.S. (2023) § 316.1906 to issue a traffic citation of violation of F.S. (2023) §§ 316.1895 and 316.183 pursuant to § 316.1896. The City may utilize a speed limit detection system as a supplemental means of monitoring the speed of vehicles and assisting law enforcement personnel in the enforcement of compliance with laws related to speed limits within school zones as permitted and provided for by general law, which are designed to protect and improve the public health, safety, and welfare of the community and thereby reduce accidents, injuries, and disruption of traffic associated with such violations.

(C) Implementation of general law by the City Manager and designation of Local Hearing Officer. In accordance with the provisions of Chapter 203-174, Laws of Florida as of the effective date of this section, the City Manager is authorized to take all steps necessary to implement the provisions and requirements of Chapter 203-174, Laws of Florida, as it may be amended, within this jurisdiction in coordination with the Ocoee Police Department, including the designation of traffic infraction enforcement officers. The Ocoee Police Department shall be enabled by this section to oversee the School Zone Speed Limit Detection System program on behalf of the city. This ordinance shall further enable the City of Ocoee to enter into agreements or ratify agreements with vendors authorized to carry out services consistent with implementation and enforcement of the provisions of Chapter 203-174, Laws of Florida, as it may be amended. The Local Hearing Officer appointed under Section 168-13 of the Code of Ordinances shall preside over hearings requested pursuant to this section and Chapter 203-174, Laws of Florida, as it may be amended.

(D) Designation of School Zones. The City Commission finds that, based on the traffic data and other evidence of speeding motorists in the presence of children presented at the public hearing on this date of adoption, the school zones on the roadways surrounding the following schools constitute a heightened safety risk to children and others that warrants additional enforcement measures by installing or placing speed detection systems pursuant to section

316.008, Florida Statutes. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this Ordinance or Resolution in accordance with applicable law.

- Citrus Elementary School 87 N. Clarke Road Ocoee, FL 34761
- Spring Lake Elementary 1105 Sarah Lee Lane Ocoee, FL 34761
- Ocoee Middle School 300 S. Bluford Avenue Ocoee, FL 34761
- Orlando Elementary 400 S. Lakewood Avenue Ocoee, FL 34761
- Ocoee High School 1925 Ocoee Crown Point Ocoee, FL 34761

SECTION 3. Ratification of Amendment to Agreement for School Zone Speed Detection Systems. The Commission hereby ratifies its approval of the Seventh Amendment to City of Ocoee Photo Enforcement Services Agreement: Red Light Safety Cameras, Fixed Speed Safety Cameras and Transportable Speed Safety Camera Systems with Enhanced Video and ALPR Solution Services, which would implement school zone speed enforcement devices, approved initially on the November 7, 2023 consent agenda.

SECTION 4. Severability. The provisions of this section are declared to be severable and if any section, sentence, clause, or phrase of this article shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this article, but they shall remain in effect, it being the legislative intent that this section shall stand notwithstanding the invalidity of any part.

SECTION 5. Codification. It is the intention of the City Commission of the City that the provisions stated in this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6. Conflicting Ordinances. This ordinance shall prevail in the event of any inconsistency with another ordinance or part of an ordinance.

SECTION 7. Effective Date. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

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

this ____ day of _____, 2024.

FISHBACK DOMINICK

ADVERTISED _____, 2024

READ FIRST TIME _____, 2024;

READ SECOND TIME AND

ADOPTED _____, 2024

UNDER AGENDA ITEM NO. _____

By: _____

Richard S. Geller, City Attorney

**CITY OF OCOEE
PUBLIC HEARING**

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, June 4, 2024 at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA AMENDING CHAPTER 168 OF THE CODE OF ORDINANCES; DECLARING PURPOSE AND INTENT; AUTHORIZING PLACEMENT AND INSTALLATION OF SCHOOL ZONE SPEED DETECTION SYSTEMS; PROVIDING FOR IMPLEMENTATION OF GENERAL LAW BY THE CITY MANAGER AND DESIGNATION OF LOCAL HEARING OFFICER; PROVIDING FOR SEVERABILITY OF THE NEWLY CREATED SECTION; MAKING FINDINGS REGARDING RELEVANT TRAFFIC DATA AND EVIDENCE; WARRANTING ADDITIONAL ENFORCEMENT PROCEDURES AND DESIGNATING SCHOOL ZONE SPEED DETECTION SYSTEM LOCATIONS WHICH CONSTITUTE A HEIGHTENED SAFETY RISK; PROVIDING FOR SEVERABILITY; RATIFYING APPROVAL OF CONTRACT FOR IMPLEMENTING SCHOOL ZONE SPEED DETECTION SYSTEMS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at 407-905-3105 at least two days prior to the date of hearing. .

May 30, 2024

24-01745W
