



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

December 17, 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**

- **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 December 3, 2024 and Final Budget Hearing held December 11, 2024. **(City Clerk Sibbitt)**
2. Approval of Reappointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(City Clerk Sibbitt)**
3. Approval of Third Amendment to the Development Agreement for The Regency at Ocoee. **(Assistant City Manager Rumer)**
4. Approval to Proceed with a Contract with Raftelis Financial Consultants, Inc. for a Municipal Impact Fee Study. **(Concurrency & Commitment Coordinator McFarlane)**
5. Approval of Second Amendment to Lease Agreement with TNXL Baseball Academy. **(Parks and Leisure Services Director Johnson)**

- **FIRST READING OF ORDINANCE**

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

6. Second Reading of Ordinance for MDTL Enterprise LLC Property (Conservation Tract) Annexation; Project No. AX-10-24-01. **(Zoning Manager Whitfield)**
7. Second Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2024-007. **(Zoning Manager Whitfield)**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

8. Acceptance of Rehab & Emergency Shelter Transport Bus from Central Florida Disaster Medical Coalition. **(Deputy Fire Chief Van Camp)**

- **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.

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

December 3, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

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

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

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

• **PRESENTATIONS AND PROCLAMATIONS** - None

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

• **PUBLIC COMMENTS 6:17 PM**

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, discussed the possibility of a Veteran's Advisory Council in Ocoee and expressed his willingness to help with its creation.
- **Norine Dworkin**, *VoxPopuli*, expressed her support for the memorial at Unity Park and commended the city for the healing work that has been done following the 1920 massacre. She then questioned why there was not a public ceremony for the unveiling of the new memorial.

• **CONSENT AGENDA 6:23 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-15; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held November 19, 2024. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
3. Approval of Master Development Consulting Services Agreement for the Downtown Developer with G3 Development (RLI #24-003). **(Assistant City Manager Rumer)**
4. Approval of Educational Affiliation Agreement with Orlando Medical Institute. **(Deputy Fire Chief Van Camp)**
5. Approval to Piggyback Omnia's Contract for the Prairie Lake Park Playground Project. **(Parks and Leisure Services Director Johnson)**

6. Approval to Piggyback Omnia's Contract for the Jim Beech Center Playground Project. **(Parks and Leisure Services Director Johnson)**
7. Approval of FY 2024-2025 Budget Vehicle and Equipment Purchases. **(Assistant Public Works Director Gajadhar)**
8. Approval to Piggyback St. Augustine Beach Contract and Award the Northern Durango Avenue Storm Drain Pipe Lining Project to Inliner Solutions. **(Public Works Director Krug)**
9. Approval of Disaster Debris Monitoring Services with Thompson Consulting Services, LLC Under Cost Proposal RFP #19-011. **(Public Works Director Krug)**
10. Approval of Disaster Debris Removal Services with Ceres Environmental, Inc. Under Cost Proposal RFP #24-009. **(Public Works Director Krug)**
11. Approval for Hazen & Sawyer to Provide Design Services for the Forest Oaks Above Ground Chemical Injection Station/Assembly. **(Acting Utilities Director Bolling)**
12. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Purchase Generators for Lift Station 21 (Pioneer Key II) and Lift Station 14 (Lake Olympia). **(Acting Utilities Director Bolling)**
13. Approval to Redesign the Return Activated Sludge Manifold Station at the City of Ocoee Wastewater Treatment Plant. **(Acting Utilities Director Bolling)**
14. Approval of the Indemnification Agreement with DKC Ocoee Village Center SE, LLC, for the Southeast Commercial Development Water Infrastructure. **(Acting Utilities Director Bolling)**
15. Approval to Piggyback City of Zephyrhills Contract to Rehabilitate City of Ocoee Lift Station #34 (Lake Bennet Center). **(Acting Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE 6:24 PM**

16. First Reading of Ordinance for MDTL Enterprise LLC Property (Conservation Tract) Annexation; Project No. AX-10-24-01. **(Zoning Manager Whitfield)**

City Attorney Geller 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 December 17, 2024, at 6:15 PM or soon thereafter.

17. First Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2024-007. **(Zoning Manager Whitfield)**

City Attorney Geller 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 December 17, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:26 PM**

18. Second Reading of Ordinance for City Wide Golf Cart. **(Police Chief Ogburn)**

City Attorney Geller read the title of the ordinance.

Police Chief Ogburn provided a brief overview of the City-Wide Golf Cart ordinance. He explained that, due to safety and behavioral concerns, he proposes implementing the ordinance in phases, starting with the Downtown area to observe vehicular behavior patterns. He also highlighted concerns regarding parking issues. **Commissioner Oliver** inquired what the timeframe for the phases would be. **Police Chief Ogburn** expressed his desire to implement a 30-day trial period in the identified Downtown areas to capture behavioral data. If an extension proves necessary, he plans to request it. **Commissioner Oliver** suggested a longer trial period to prioritize public safety. **Commissioner Kennedy** asked whether the ordinance, as written, contemplates for the proposed phase implementation. **City Attorney Geller** responded by referring to Section 153-22 of the ordinance, which grants City staff discretion in ensuring safe implementation. A brief discussion followed.

The public hearing was opened.

The following person(s) addressed the City Commission:

- **Jane Rainer**, *Ocoee Resident*, inquired if riders in golf carts are required to wear seatbelts. **Police Chief Ogburn** addressed her question.

The public hearing was closed.

Motion: Move to adopt Ordinance No. 2024-34, for City Wide Golf Cart; moved by Commissioner Kennedy, seconded by Commissioner Oliver; Motion carried 5-0.

• **PUBLIC HEARING - None**

• **REGULAR AGENDA 6:37 PM**

19. Update and Request Direction to the City Manager and City Attorney regarding City Consultants' Investigation, City's Right of First Refusal ("ROFR") and Forest Lake's Request for Approval of Assignment Related to City-owned Property Located at 10521 Clarcona, Ocoee Road (Forest Lake Golf Course and Facilities). **(City Attorney Ardaman)**

City Attorney Ardaman provided the City Commission with an overview of the Forest Lake Golf Club timeline outlined in the staff report and explained the subsequent chain of events following the City Commission's motion on August 20, 2024. He explained that the City Commission is addressing two issues this evening: whether to approve the lease assignment and whether to exercise the City's right of first refusal. He further detailed the City's meetings with JA Hospitality and outlined the significant concerns identified during the evaluation.

Logan Opshal, *Attorney with Lowndes Law Firm*, discussed the timeline presented by City Attorney Ardaman and expressed that since their meeting with the City, they have had little to no interaction with City representatives. He emphasized that the concerns raised about JA Hospitality tonight were not previously communicated and this is the first time they are hearing about the identified issues. He stated that the ground lease grants his client the right to assign their lease while also providing the City with the right of first refusal. He further addressed mentions of a default under the ground lease and read several sentences from the agreement to clarify.

The following person(s) addressed the City Commission:

- **George Clifton**, *Forest Lake Golf Course Owner*, spoke about the establishment of the golf course 32 years ago and detailed the associated costs.
- **Ken Ezell**, *Forest Lake Golf Course Owner*, also spoke about the establishment of the golf course and the wonderful relationship they have had with the City. He further spoke on the success of their business and expressed that, at present, they do not feel they are being treated fairly.

Commissioner Kennedy asked Mr. Opshal if he is a representative of JA Hospitality, and inquired if there was anyone present this evening to speak on their behalf. **Mr. Opshal** advised he is the attorney for Forest Lake Golf Club, and was not part of the meeting the City had with JA Hospitality. Brief discussion followed. **City Attorney Ardaman** explained the decision for this evening is regarding the City's approval or denial of the Assignment to JA Hospitality. He further shared that the City has not received any follow-up responses from JA Hospitality regarding the second notice of default that was provided to them. **Commissioner Wilsen** expressed her concerns about the many unknowns related to JA Hospitality. **Commissioner Firstner** inquired from Mr. Opshal if JA Hospitality was aware of this meeting. **Mr. Opshal** addressed his question, and advised they were made aware of this meeting through conversations he had with them. **Commissioner Oliver** inquired if this was a quasi-judicial hearing. **City Attorney Ardaman** addressed his question. **Commissioner Oliver** further voiced his concerns with JA Hospitality not being present as they are a key party in the matter being considered that evening. He mentioned that the agreement was executed before the City Commission's decision, which raised concerns for him. **Mayor Johnson** spoke about the meeting with JA Hospitality and mentioned that their interest in using the Golf Course as an investment property is not aligned with the City's best interests.

Motion: Move to deny Forest Lake Golf Club's Request for Assignment to JA Hospitality Related to City-owned property located at 10521 Clarcona Ocoee Road, with prejudice; moved by Commissioner Kennedy, seconded by Commissioner Oliver; Motion carried 5-0.

City Attorney Ardaman commented on the Right of First Refusal and stated that it is moot with the denial.

• **COMMENTS FROM COMMISSIONERS 7:37 PM**

Commissioner Firstner – No further comments

Commissioner Wilsen – Commented on the following:

- 1) Announced the 4-way stop at Montgomery Road and Orlando Avenue is now operational and urged residents to drive carefully and be mindful.
- 2) Announced the Jolly Jamboree date and time.
- 3) Congratulated Jim Moyer for being elected as Soil & Water Conservation Supervisor.
- 4) Asked City Manager Shadrix to announce the upcoming FLUEDRA Informational Sessions scheduled for Tuesday, December 10th. **City Manager Shadrix** provided the date and times for the meeting, which will cover the developer's appeal process following staff's denial of two development applications in the Clarke and White Road area.

Commissioner Oliver – Commented on the following:

- 1) Asked for an update on the completion of Clarke Road. **City Manager Shadrix** addressed his question.
- 2) Read a Biblical quote.

Commissioner Kennedy – Commented on the following:

- 1) Asked if staff can evaluate the idea of the Veteran's Advisory Council mentioned by Jim Moyer, and bring the findings on an upcoming agenda. **Mayor Johnson** stated that his idea is to have a veteran come out monthly or quarterly and have information sessions with veterans. He was not seeking to have an advisory board.

Mayor Johnson – Commented on the following:

- 1) Announced the events scheduled for December and shared the date, time, and locations for each.
- 2) Announced the Youth Basketball winter season registration deadline and associated cost.

• **ADJOURNMENT 7:49 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

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

December 11, 2024

MINUTES

6:00 PM

FINAL BUDGET PUBLIC HEARING

• **CALL TO ORDER 6:00 PM**

Mayor Pro Tem Kennedy called the final budget hearing to order at 6:00 PM in the Commission Chambers of City Hall. **City Clerk Sibbitt** called the roll and declared a quorum present.

Mayor Pro Tem Kennedy asked for a 5-minute recess as Mayor Johnson was en route to the meeting. *Mayor Johnson arrived at 6:05 PM.*

The invocation was led by **City Manager Shadrix**, followed by the Pledge of Allegiance to the Flag led by **City Attorney Geller**.

Present: Mayor Johnson (*arrived at 6:05 PM*), Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner

Absent: Commissioner Oliver

Also Present: City Manager Shadrix, City Attorney Geller, City Clerk Sibbitt, and Finance Director Roberts

• **PUBLIC HEARING 6:08 PM**

Briefing by Finance Director

Finance Director Roberts briefed the City Commission on the non-compliance with the TRIM advertisement. She clarified that the TRIM notices submitted to the Property Appraiser and the millage rate provided to residents were accurate and complete. The error in the advertisement did not have any financial impact on the City's residents. She also confirmed that the budget presented to the City Commission remains structurally balanced. Additionally, she outlined the steps necessary to address the violation, which included re-advertising and readopting of the ordinances in accordance with F.S. 200.065.

Mayor Johnson opened the floor for public comments. No speaker reservation forms were received; therefore, the public hearing was closed.

Mayor Johnson opened the floor for Commissioner comments. No comments were made from the City Commission.

A. Re-Adoption of Final Millage Rate 6:10 PM

City Attorney Geller read the title of the ordinance.

The ordinance as re-adopted carries the following title:

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ESTABLISHING A FINAL MILLAGE RATE OF 4.9500 MILLS FOR AD VALOREM TAXES FOR THE CITY OF OCOEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR MILLAGE ADJUSTMENT; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR 4.36% INCREASE IN MILLAGE RATE OVER THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Mayor Johnson opened the floor for public comments. No speaker reservation forms were received; therefore, the public hearing was closed.

Motion to Re-adopt an Ordinance Setting the Final Millage Rate, followed by Vote.

(TIME: 6:11 PM)

Motion: Move to re-adopt Ordinance No. 2024-27 setting a final millage rate of 4.9500 mills for the fiscal year beginning October 1, 2024, and ending September 30, 2025. Moved by Commissioner Wilsen , seconded by Commissioner Firstner. Motion carried 4-0 with Commissioner Oliver absent.

B. Re-Adoption of Final Budget

City Attorney Geller read the title of the ordinance.

The ordinance as re-adopted carries the following title:

ORDINANCE NO. 2024-28

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Mayor Johnson opened the floor for public comments. No speaker reservation forms were received; therefore, the public hearing was closed.

Motion to Re-adopt an Ordinance for the Final Budget, followed by Vote. **(TIME: 6:13 PM)**

Motion: Move to re-adopt Ordinance No. 2024-28, approving a final budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025. Moved by Commissioner Kennedy, seconded by Commissioner Firstner. Motion carried 4-0 with Commissioner Oliver absent.

• ADJOURNMENT 6:13 PM

The meeting was adjourned at 6:13 PM.

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: December 17, 2024

Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

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

Background Summary:

Members of the Citizen Advisory Council for Ocoee Police Department (CACOPD) serve three-year terms. The Resolution creating the Board allows no more than nine (9) members. Currently, the Board has seven (7) members due to the recent resignation of one member after missing three (3) consecutive meetings and another member declining reappointment.

The term of Member Annette Brown expires in January 2025. She has expressed interest in serving another three-year term if reappointed. In 2024, Member Brown attended two (2) out of the three (3) scheduled meetings. The January meeting was canceled due to a lack of quorum and the September meeting was canceled because of the hurricane.

Issue:

Should the Honorable Mayor and City Commissioners reappoint Member Brown to the CACOPD Board to serve a three-year term ending January 2028?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners consider reappointing Member Brown for a three-year term ending January 2028.

Attachments:

1. Board List
2. Attendance Log

Financial Impacts:

None

Type of Item: Consent

CITIZEN ADVISORY COUNCIL FOR OCOEE POLICE DEPARTMENT

Created by Res. #88-06 on 2/16/1988 (amended by Res. #91-09, 92-07, 96-20, 2003-19, 2006-006, 2010-006 & 2022-02)

Members are appointed for three-year terms.

(9-member board)

(50% plus one constitutes a quorum)

Member	District	Email	Term Expires
1. Brad Lomneck	2	blomneck1@gmail.com	1/2026
2. Warren Lewis	1	walewis051515@gmail.com	1/2026
3. Annette Brown	2	annettebrown.ocoee@yahoo.com	1/2025
4. Gregory Meeks	1	gmeeks74@gmail.com gregory.meeks@24-7intouch.com	1/2027
5. Jason Mellen	4	jasonmellen74@gmail.com	1/2026
6. Robert Garay	4	robert.j.garay@gmail.com	1/2026
7. Cory Garone	3	cory.garone@gmail.com	1/2027
8. Vacant			1/2025
9. Vacant			1/2025

Commission Liaison	District	Phone Number	Email
Commissioner Kennedy	1	407-554-7130	skennedy@ocoee.org
Staff Liaisons		Phone Number	Email
Vincent Ogburn, Acting Police Chief		407-554-7223	vogburn@ocoee.org
Kurtis Beck, Sergeant		407-554-7074	kbeck@ocoee.org
Andrea Sanders, Officer (Backup)		407-554-7204	asanders@ocoee.org
Recording Clerk		Phone Number	Email
Yazmin Maldonado		407-554-7188	ymaldonado@ocoee.org

2024 CACOPD BOARD ATTENDANCE

Board Member	District	Term Expires	January - No Quorum	March	May	July	September - Cancelled Hurricane	Attendance Ratio	
Brad Lomneck	2	Jan-26		P	P	P		3 of 3	
Warren Lewis	1	Jan-26		P	P	P		3 of 3	
Darryl Braunskill, Sr.	4	Jan-25		A	A	A		0 of 3	*considered resigned due to missing 3 consecutive meetings
Annette Brown	2	Jan-25		P	A	P		2 of 3	
Gregory Meeks	1	Jan-27		P	P	P		3 of 3	
Cory Garone	3	Jan-27		P	P	P		3 of 3	
Jim Moyer	4	Jan-25		P	P	P		3 of 3	*resigned due to schedule conflicts
Jason Mellen	4	Jan-26		P	P	P		3 of 3	
Robert Garay	4	Jan-26		P	P	A		2 of 3	

P = Present
A = Absent



Meeting Date: December 17, 2024

Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Third Amendment to the Development Agreement for The Regency at Ocoee. (Assistant City Manager Rumer)

Background Summary: On June 6, 2023, the Honorable Mayor and City Commissioners approved the Large-Scale Preliminary Site Plan and First Amendment to the Development Agreement for The Regency Mixed-Use Development which will be located in the Community Redevelopment Area (CRA) Special Overlay District titled CRA Target Area 1. The property contains three (3) parcels identified as parcel numbers 30-22-28-0000-00-018, 30-22-28-0000-00-059, and 30-22-28-0000-00-016. The subject properties combined are approximately 16.88 acres in size and are more generally located on the north side of the Florida Turnpike and west side of the Maguire Road at the Old Winter Garden Road Intersection and also within Commission District 3 - Richard Firstner.

The Large-Scale Preliminary Site Plan approval by the City Commission entitled the Mixed-Use Urban Development project is as follows: 300 luxury multi-family units on approximately 16.68 acres & seven (7) buildings:

- Building 1: 12 units and +/- 7,000 SF of retail uses
- Building 2: 32 units (Studio, 1 and 3 Bedrooms)
- Building 3 & 4: 88 units (1,2, and 3 Bedroom Units)
- Phase 5, 6, & 7: 168 units (1,2, & 3 Bedrooms)

Buildings 1 and 2 will be located on the north side of the extension of Old Winter Garden Road. There will be two access points, with one on a northern road connection as required in the CRA Target Area 1 Development Plan.

Buildings 3–7 and the Club House will be located on the south side of the extension of Old Winter Garden Road. The project will have two (2) access points. The main access/entrance will be off Old Winter Garden Road. An amenity center/clubhouse, dog park, and a stormwater pond will also be located on this site. Utilities will be extended to the site from Maguire Road.

The First Amendment to the Development Agreement approved on June 6, 2023, provided credits for the Transportation Impact fees, Parks and Recreation Impact fees, and participation in improvements to the Maguire Road / Old Winter Garden Road intersection. The Second Amendment to the Development Agreement approved on April 16, 2024, approved the deferment of some impact fees to Certificate of Occupancy.

In the request for this Third Amendment, the developer is requesting to reduce the total amount of the fee to be paid to the City in order to be issued Building Permits (14 permits) to a total of \$4,356,759.31. Then, in order to receive the first Certificate of Occupancy on a building, the remaining Building Permit Fees due and impact fees will be paid in full. This payment plan will allow the Developer to secure subcontractors for trades such as mechanical, gas, electrical, and plumbing at a later date and to better fit within their construction schedule.

Issue:

Should the Honorable Mayor and City Commissioners approve the Third Amendment to the Development Agreement for the Regency at Ocoee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Third Amendment to the Development Agreement for the Regency at Ocoee.

Attachments:

1. Third Amendment

Financial Impacts:

The City will bare no cost for the Third Amendment.

Type of Item: Consent

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Daniel T. O’Keefe, Esq.
Shutts & Bowen, LLP
300 Orange Ave. Suite 1600
Orlando, FL 32801

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
(The Regency at Ocoee)**

This **THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (The Regency at Ocoee)** (“**Third Amendment**”) is made and entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761, Attention: City Manager (“**City**”), and **OCOEE ACQUISITION COMPANY, LLC**, a Florida limited liability company, with an address of 5911 Turkey Lake Road, Suite 303, Orlando, Florida 32819 (collectively, the “**Developer**”). The City and the Developer are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, Developer and City entered into that certain Development Agreement executed on May 3, 2022 and recorded on May 9, 2022, DOC # 20220294398 in the Public Records of Orange County, Florida (the “**Public Records**”), as amended by that certain First Amendment to Development Agreement executed on June 6, 2023 and recorded on June 13, 2023, DOC # 20230329692 in the Public Records, and as amended by that certain Second Amendment to Development Agreement executed on April 16, 2024 and recorded on April 19, 2024, DOC # 20240229060 in the Public Records (collectively, the “**Agreement**”);

WHEREAS, the Parties desire to amend the Agreement as specifically provided herein;
and

WHEREAS, any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Agreement.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein and the sum of ten dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby conclusively acknowledged the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this Third Amendment in full as if set forth herein.

2. **Payment of Building Permit Fees.** Developer is pursuing receipt of building permits in order to construct the Project and City requires Developer to pay certain fees in order to obtain building permits (“**Building Permit Fees**”). In order to receive building permits, simultaneous

with the execution of this Agreement, Developer shall pay a portion of the Building Permit Fees to the City in the amount of Four Million Three Hundred Fifty Six Thousand Seven Hundred Fifty Nine and 31/100 Dollars (\$4,356,759.31), this portion of Building Permit Fees to be paid is more particularly described in **Exhibit "A"** attached hereto.

Then, in order to provide the City security for the payment of the balance of the Building Permit Fees, as a condition to obtaining the first certificate of occupancy for the Project, Developer shall:

- a. provide to the City copies of all executed subcontractor contracts and any other documentation reasonably required by the City; and
- b. pay the balance of the Building Permit Fees, as more particularly described in **Exhibit "B"** attached hereto.

3. **Counterparts.** This Third Amendment may be executed in two or more counterparts, each of which shall be and be taken to be an original and are collectively but one instrument.

4. **Effect on Agreement.** Except as modified herein, the Agreement shall remain in full force and effect binding upon each of the Parties. In the event of a conflict between the Agreement and this Third Amendment, the terms of this Third Amendment shall control.

/SIGNATURES APPEAR ON FOLLOWING PAGES/

DEVELOPER:

Witnesses:

OCOEE ACQUISITION COMPANY, LLC, a
Florida limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of Ocoee Acquisition Company, LLC, a Florida limited liability company, on behalf of the company. He appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:

CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

Approved as to Form:

Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of the City of Ocoee, Florida, a municipal corporation of the State of Florida, on behalf of the City of Ocoee, Florida. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

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

EXHIBIT “A”

First portion of Building Permit Fees due for issuance of building permits:

Fee Type	Fee Cost
Water Capital Fee (Potable)	\$584,755.20
Sewer/Waste Capital Fee	\$1,734,412.80
Water Connection	\$2,187.22
Notice of Commencement	\$70.00
Interim Fire Fee	\$10,034.09
School Impact Fee	\$2,025,300.00
Sum	\$4,356,759.31

EXHIBIT “B”

Estimated remainder of Building Permit Fees due prior to issuance of CO:

Fee Type	Fee Cost
Plan Check Fee Commercial*	\$170,495.92
Plan Check Fee Fire	\$170,347.00
Building and Inspection Fee**	\$153,673.50
Electrical	Contract Price
Plumbing	Contract Price
Mechanical	Contract Price
Roofing	Contract Price
Low Voltage	Contract Price
Gas	Contract Price
Police Impact Fee	\$163,913.28
Fire Impact Fee	\$210,171.52
Road Impact Fee***	\$0.00
Recreation Impact Fee****	\$351,000.00
State BCAIB Fee 1.5%	\$12,282.52
State DBPR Fee 1%	\$8,188.35
Sum	\$1,240,072.09

* = Total before discount is **\$340,991.83** with a 50% Credit on Plan Check Fees (Development Agreement)

** = Total before discount is **\$307,347.00** with 50% credit on Inspection Fee (Private Provider for Inspections)

*** = Total before discount is **\$845,161.55** with \$845,161.55 Road Impact Fees for the Creditable Improvements (Development Agreement) (i.e. design, engineering, and construction of the Old Winter Garden Road Extension and Street A, including the dedication of right- of-way)

**** = Total before discount is **\$468,000** with \$117,000.00 in Park Impact Fee Credits (Development Agreement)



Meeting Date: December 17, 2024

Item #: 4

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval to Proceed with a Contract with Raftelis Financial Consultants, Inc. for a Municipal Impact Fee Study. (Concurrency & Commitment Coordinator McFarlane)

Background Summary:

The City charges Police, Fire, and Recreational Park Impact Fees for new development. Police and Fire Impact Fees are charged for both new commercial and residential development, while Recreational Park Impact Fees are charged solely for new residential development. Funds from these impact fees are critical in providing new infrastructure and maintaining existing infrastructure to serve new development in the City. The City last updated its Police, Fire, and Recreational Park Impact Fees in March 2005. In the last 20 years, there have been significant increases in costs related to maintaining, purchasing, and constructing infrastructure and equipment necessary to provide Police, Fire, and Parks & Recreation services.

Staff have contacted Raftelis Financial Consultants, Inc. for their services in conducting a Municipal Impact Fee Study and Raftelis has submitted the attached proposal to perform the study. If approved, the proposal would allow for Raftelis to perform an analysis of the Police, Fire, and Recreational Park Impact Fees and provide the City with a full report detailing their findings and suggestions, which would require future action of the City Commission in order to effect. A comprehensive description of all (6) tasks, (2) deliverables, and project schedule can be found in the attached proposal.

Staff is requesting authorization to move forward with the proposal.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposal submitted by Raftelis Financial Consultants, Inc. to perform a Municipal Impact Fee Study for the City's Police, Fire, and Recreational Park Impact Fees?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the proposal submitted by Raftelis Financial Consultants, Inc. to perform a Municipal Impact Fee Study for the City's Police, Fire, and Recreational Park Impact Fees.

Attachments:

1. Raftelis Proposal

Financial Impacts:

The total cost for the proposal's Scope of Services is \$49,650. Payment for the proposal will come from Development Services's budget for professional services (GL Code 001-515-00-3128).

Type of Item: Consent



November 15, 2024

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

Subject: **City of Ocoee, Florida – Proposal to Perform a 2025 Municipal Impact Fee Study**

Dear Mr. Rumer:

Attached for your consideration is a proposal to the City of Ocoee, Florida (the “City”) to perform a municipal impact fee study to update the fees for Police, Fire, and Parks & Recreation services in consideration of F.S. 163.31801 (the “Proposed Authorization”). These fees have not been updated in many years and the City is actively making upgrades, expansions, and improvements to facilities necessary to service continued development in the City. In order to have growth pay its fair share of the cost, it is necessary to update the fees based on the most recent and local data available. This proposal is intended to: i) present the proposed direct labor rate and indirect cost fee schedule (Attachment A); ii) set forth the scope of services to be performed by Raftelis (Attachment B); and iii) present the estimated project schedule based on our discussions to date and understanding of the scope to perform such services and other supporting attachments for consideration by the City.

This Proposed Authorization provides services as detailed in Attachment C for a total compensation of forty-nine thousand six hundred fifty dollars (\$49,650). It is proposed that this project be set up as a lump sum contract amount with monthly billing to be based on the percentage complete. The issuance of a Purchase Order by the City will serve as notice to Raftelis of the City’s acceptance of our proposal to provide municipal impact fee consulting services to the City.

We appreciate the opportunity to assist the City. If you should have any questions regarding the proposal, please do not hesitate to contact us.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in blue ink that reads 'Joe Williams'.

Joe Williams
Senior Manager

ATTACHMENT A

**RAFTELIS FINANCIAL CONSULTANTS, INC.
SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES**

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates
Vice President	\$360.00
Senior Manager	\$320.00
Manager	\$285.00
Senior Consultant	\$250.00
Consultant	\$220.00
Associate Consultant	\$185.00
Administrative	\$100.00

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

ATTACHMENT B

CITY OF OCOEE, FLORIDA

PROPOSAL FOR 2025 MUNICIPAL IMPACT FEE STUDY

SCOPE OF SERVICES

The following represents the scope of services to be performed by Raftelis Financial Consultants, Inc. (“Raftelis”) as it relates to providing consulting services associated with the municipal impact fee study for police, fire, and parks & recreation related facilities. The tasks included in the scope of services are described below:

Task 1: Project Management, Initiation and Kick-off Meeting – This task will involve working with City staff to establish the objectives, project schedule, and overall data needs and constraints. Responsibilities for data collection, project deliverables, and ongoing communication will be established and assigned as part of this task. This task will include a meeting onsite with City staff in order to initiate the project.

Raftelis will provide the City with a data request identifying relevant study information and data including but not limited to existing and projected: i) population and land use estimates; ii) level of service standards for each service; iii) police and fire call data by land use; iv) equipment and facility inventory; v) capital improvement plans and cost estimates for each service; vi) grant and other funding sources; and vii) loan agreements, interlocal agreements, developer agreements, or other similar obligations of the City for relevant services.

Task 2: Review of Population and Level of Service – This task includes an evaluation of the current service area demographics as well as a forecast of the service area needs. A review of the population projections and other service area demographics as contained in such documents as any comprehensive plans; Orange County population forecasts, Bureau of Economic and Business Research (BEBR); and other available data sources. The purpose of this task is to identify the future service area demands for each service and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. Other sources will be review including the Institute of Transportation Engineers (ITE) trip generation manual to review functional population projections should a multi-land use approach be warranted, and any available recent and localized call data.

This task also includes a review and update to level of service criteria for each impact fee. Typical level of service analysis are identified in terms of service levels per population. Any existing deficiencies will be identified with appropriate adjustments to apportionment of capital improvement costs to growth (identified in next task). This task also includes consideration of level of service dynamics and interaction with population growth.

Task 3: Police, Fire, and Parks and Recreation Impact Fee Analysis – Raftelis will review the City’s recreation standards, open space requirements, and associated facilities as set forth in any comprehensive plans for providing adequate park & recreation facilities. The police and fire impact fees will be developed recognizing the cost to provide the necessary facilities, vehicles, and equipment where appropriate and equating such costs on an equivalent residential unit (e.g., single-family residential) basis as the standard unit of measurement. In addition to this background information, this task will consider the following:

- Review of and recommended changes to the current impact fee application methodology (land use, residential/commercial/industrial, etc.);
- Analysis of equipment/vehicle costs, existing facility costs, and incremental costs to provide service to future service area needs or build-out population;
- Identification of appropriate impact fee credits, if any;
- Design police, fire, and recreation impact fee unit cost;
- Develop impact fee schedules;
- Provide impact fee comparisons; and
- Meeting with City staff to review preliminary results.

Task 4: Impact Fee Report and Presentation – A draft impact fee study report will be prepared for staff review. The draft report will include a description of the existing assets and planned future investment for each of the impact fee components. The assumptions utilized in the analysis will be documented in the report. The draft report will be provided to staff in electronic format for staff review and comment. After receiving comments, a final report will be prepared in electronic format. In addition, this task includes a presentation to the Commission facilitated through development of a briefing document. Subtasks as listed in our cost proposal are as follows:

- Draft rate study report.
- Final rate study report.
- Preparation of presentation materials.
- Presentation to City Commission.

Task 5: Ordinance Review – Raftelis will review the City's impact fee ordinance(s) and recommend adjustments based on the impact fee report and other City policy directives. This task assumes the City attorney will draft the impact fee ordinance for Raftelis' review.

Task 6: Meetings – During the course of the Project, Raftelis has assumed the attendance of a few meetings with City staff to i) perform a kick-off meeting including each City department that will be involved in the study; ii) present the analyses and preliminary findings; and iii) present the findings to the City management and the City Commission. The meetings identified in the development of this scope of services and the corresponding project budget include:

Description	Number of Meetings
On-site Meetings	
Kick-Off / Data Compilation Review Meeting	1
Meeting with City Staff and City Administration During Project Analysis to Review Results	2
Presentation of Recommendations to the City Commission at a Public Hearing	1
	<u>4</u>
Total Number of On-site Meetings	4
	=
Off-site Virtual Meetings	
Review of Assumptions, Preliminary Findings, Presentations to Staff	<u>2</u>

For the purposes of determining the contract budget, the scope recognizes the following: i) an allowance of three (3) hours per on-site meeting, which would include preparation, travel, and attendance, and ii) an allowance of two (2)

hours per virtual or teleconference meeting. The attendance of any additional on-site or virtual meetings may be considered as an additional service to this scope of services.

Two specific deliverables will be provided:

Deliverable 1 – A technical report detailing the approach, findings, and recommendations of the impact fee analysis and corresponding fee calculations.

Deliverable 2 – A presentation or briefing document to present the results of the study to the City Commission.

Project Schedule

Raftelis will complete tasks 1-3 within 120 days of notice-to-proceed, except for delays beyond the Consultants control. The draft report will be completed withing 30 days of completion of tasks 1-3 and the remaining of Task 4 and Task 5 will be completed as mutually agreed. The completion of the analysis will be subject to the availability of information provided to Raftelis from the City that will be necessary to conduct the financial evaluation.

Additional Services

During the course of the study, the City may request additional services from Raftelis. Such services will not be conducted until authorized by the City as mutually agreed between the City, and Raftelis. Billing for such additional services based on the hourly rate schedule of Raftelis members as shown in this proposal or some other basis as mutually agreed between the City and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of on-site and virtual meetings in addition to what is contemplated in the scope of services.
2. Delays in the project schedule that are no fault of Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

(Remainder of page intentionally left blank)

MUNICIPAL ADVISOR DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the City should issue debt based on the terms and assumptions used to develop the financial evaluation, or that the City will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of a potential course of action for the City. If the City decides at some future date to issue debt, then at that time the City will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the City’s credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By issuing a purchase order that includes the terms of this proposal, the City is indicating its approval and acceptance of the of the proposed scope of work and fees, the City is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board (“MSRB”) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

Attachment C - Cost Estimate
City of Ocoee 2025 Municipal Impact Fee Study

Tasks	Web Meetings	In-person Meetings	Hours					Total Fees & Expenses
			SM	JW	TT	DV	Total	
1. Project Kick-off Meeting and Data Acquisition		1	0	8	8	2	18	\$4,770
2. Review of Population and Level of Service	1		0	12	16	20	48	\$11,060
3. Parks and Recreation, Police, and Fire Protection Impact Fee Analysis	1	2	0	12	35	40	87	\$19,100
4. Impact Fee Report and Presentation		1	0	16	20	16	52	\$12,560
5. Ordinance Review			0	4	4	0	8	\$2,160
Total Meetings / Hours	2	4	0	52	83	78	213	
Hourly Billing Rate			\$320	\$320	\$220	\$185		
Total Professional Fees			\$0	\$16,640	\$18,260	\$14,430	\$49,330	
Total Fees								\$49,330
Total Other/Expenses								\$320
Total Fees & Expenses								\$49,650

SM - Steven McDonald
 JW - Joe Williams
 TT - Tristen Townsend
 DV - Devarsh Vaghela



Meeting Date: December 17, 2024

Item #: 5

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of Second Amendment to Lease Agreement with TNXL Baseball Academy. (Parks and Leisure Services Director Johnson)

Background Summary:

TNXL Baseball Academy ("TNXL") opened its Ocoee doors in 2019, with approximately 50 high school baseball players in their program. In the five years since opening, TNXL has had every player that has graduated either commit to play at the college level with seven (7) players drafted by Major League Baseball. Hosting professional scouts and college coaches at all levels, TNXL has put Ocoee on the baseball map and has become the #1 high school baseball academy in the United States. In 2024, the academy increased its enrollment to 110 athletes, and expanded to four teams within the organization, which won the Premier Division Championship of the NAA Conference in 2024.

On July 18, 2019, the City Commission approved a Lease Agreement with TNXL to allow the construction of a baseball training facility and use of the fields at Sorenson Park. On July 21, 2020, the City Commission approved the First Amendment to the Lease Agreement allowing TNXL Academy to add a permanent structure to Sorenson Park. Currently, TNXL Academy pays a lease cost of \$4,057.46/month. Under the new proposal, TNXL Academy is making a capital investment of \$640,000. The proposed amendment allows the operator to recover their costs while saving the city an additional \$50,000/year in utility and maintenance costs. The proposed amendment will not impact or change the current use of the fields by the city or city-sponsored leagues (Little League). With the increase in notoriety and as a next step in the growth of the TNXL Academy, TNXL is requesting to improve Sorenson Park into one of the best youth baseball facilities in central Florida. TNXL is requesting to make improvements to Sorenson Park in order to improve the baseball facilities. The improvements planned and funded are: i) upgrade both the Senior and Junior ball fields to a synthetic turf infield, ii) raise the outfield fencing on the junior field (\$25,000), iii) add netting on the junior fields (\$50,000), and other additional upgrades as listed below. With these upgrades, TNXL Academy is requesting a Second Amendment to the Lease Agreement with the following terms:

1. Extend the terms an additional 10 years with an automatic renewal of 5 years,
2. Upgrade both the Senior and Junior ball fields to a synthetic turf infield at a cost of \$640,000,
3. Convert the lease to a Triple Net Lease which will require TNXL Academy to pay all expenses including taxes, maintenance and all utilities,
4. A revised lease rate to a new \$1,500/month lease amount with 5% increase each year plus they pay the real estate taxes and perform all maintenance,
5. Pay all utility costs,
6. Raise the fence and add netting on the Junior Field (\$75,000),
7. Laser Level and re-sod both outfields (Approx. \$75-100K); and
8. Parties wishing to terminate the agreement will do so in writing 60 days prior to expiration. At the

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

Phone: (407) 905-3100 ▪ www.ocoe.org

termination of the lease, the amendment will allow the City to elect to retain the facility upgrades constructed on-site.

Issue:

Should the Honorable Mayor and City Commissioners approve the Second Amendment to the Lease Agreement and authorize the Mayor and City Clerk to execute the amendment?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Second Amendment to the Lease Agreement and authorize the Mayor and City Commission to execute the amendment.

Attachments:

1. Second Amendment to Lease Agreement- TNXL

Financial Impacts:

The base amount of the Lease Agreement will be \$1,500.00 plus an annual increase of 5%. TNXL Academy will also be required to pay the taxes, insurance and any maintenance costs over the fifteen-year agreement.

Type of Item: Consent

**SECOND
AMENDMENT TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made and entered into on this day __ in ____ 202_, by and between the CITY OF OCOEE, a Florida municipal corporation, whose address is 1 Bluford Ave, Ocoee, FL 34761 ("Landlord" or "City"), and TNXL ACADEMY DUCKS LLC, a Florida limited liability company, whose address is 707 Chase Oaks Court, Winter Garden, Florida 34787 ("Tenant").

RECITALS

- A. **Whereas**, Landlord and Tenant entered into a Lease Agreement effective July 1, 2019, as amended by the First Amendment to Lease Agreement dated August 4, 2020 (collectively the "Lease"); and
- B. **Whereas**, Landlord and Tenant desire to amend the Lease to include provisions regarding taxes, utilities, improvements, rent, field usage, and other terms, as detailed below; and
- C. **Whereas**, Landlord and Tenant have agreed to extend the Lease.

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. **Capitalized Terms.** All capitalized terms not defined in this Second Amendment shall have the same meanings ascribed to them in the Lease.
- 2. **Term and Renewal.** The Lease term shall be extended for an additional 10 years, commencing on January 1, 2025, with one automatic 5-year renewal unless either party provides written notice of non-renewal at least 60 days prior to the expiration of the term.
- 3. **Rent:** Effective January 1, 2025, the monthly rent shall be a base rent of \$1,500.00. The base rent shall increase annually by 5%, effective on the anniversary of the commencement date of this Second Amendment.
- 4. **Triple Net Lease (NNN):** In addition to the base rent, Tenant shall be responsible for all Triple Net Lease obligations. This includes, but is not limited to, the following expenses:
 - Real Estate Taxes for the leased premises;
 - Maintenance of the leased premises, including repairs and upkeep;
 - Utilities used on the premises, including water, electricity, and any other services or utilities.
- 5. **Additional Costs:** These Triple Net obligations are in addition to the base rent of \$1,500.00 per month and shall be paid by Tenant directly to the applicable parties or as otherwise instructed by the Landlord. These costs shall be paid monthly, in addition to the base rent, and may be subject to periodic adjustments as outlined in the lease agreement.

6. Facility Improvements and Maintenance.

- a. Tenant shall invest \$640,000 for turfing the infields on the two fields (Senior and Junior) at Bob Sorenson Park.
- b. Tenant shall, at Tenant's sole cost and expense, laser level and re-sod both outfields with natural grass by the summer of 2025.
- c. Tenant shall, at Tenant's sole cost and expense, raise the Junior Field fence by an additional 6 feet.
- d. Tenant shall, at Tenant's sole cost and expense, add netting along the first base line of the Junior Field.
- e. Any additional costs related to field maintenance or insurance required due to Tenant's activities shall be borne by Tenant.
- f. Tenant shall mow outfield turf for all fields a minimum of three times a week, empty trash cans on the facility grounds daily, coordinate to have the trash picked up on facility grounds daily, maintain the landscape around the building in good condition, including but not limited to weed-eating the fence line, and maintain the windscreen on the facility ground fences.
- g. The Lessor may perform periodic maintenance inspections and require the Lessee to take action when necessary.

7. Field Usage Schedule.

Junior Field:

- Monday – Friday:
 - 8:00 AM – 5:00 PM: TNXL Academy
 - 5:00 PM – 10:00 PM: City of Ocoee (*Tenant may reserve with 48-hour notice*)
- Saturday & Sunday:
 - 8:00 AM – 10:00 PM: TNXL Academy & Little League (*Landlord may reserve with 48-hour notice*)

Senior Field:

- Monday – Friday:
 - 8:00 AM – 5:00 PM: TNXL Academy
 - 5:00 PM – 10:00 PM: City of Ocoee
- Saturday & Sunday:
 - 8:00 AM – 10:00 PM: TNXL Academy & Little League (*Landlord may reserve with 48-hour notice*)

- 8. Termination of Lease.** Either party wishing to terminate the Lease shall do so in writing at least 60 days prior to the expiration of the term. Upon termination, the City shall have the right to retain any facility upgrades constructed by Tenant on the premises. Any remaining balance of unpaid rent or property tax reimbursement shall be immediately due and payable.

- 9. Notice.** Section 17 of the Lease is hereby replaced in its entirety with the following:

17. Any notice, request, consent, approval, demand, or other communication required or permitted to be given or served by either party to this Lease to or on the other shall be given or served and shall not be deemed to have been duly given or served unless in writing and delivered: (a) in person; (b) by overnight courier; or (c) by certified or registered mail, return receipt requested, to the

following addresses or to such other addresses as may be specified from time to time, in writing, delivered to the other party as provided herein:

To Landlord:

City of Ocoee
Attn: Craig Shadrix, City Manager
1 Bluford Ave,
Ocoee, FL 34761

With a copy to:

Fishback Dominick
Attn: Paul "JJ" Johnson
1947 Lee Road
Winter Park, FL 32789

To Tenant:

TNXL Academy Ducks LLC
707 Chase Oaks Court
Winter Garden, Florida 34787

10. All provisions of the Lease not modified (whether explicitly or implicitly) by this Second Amendment will remain in full force and effect according to their terms. This Second Amendment and the Lease shall be construed as a single document and shall be collectively referred to as the "Lease" or this "Lease," except to the extent the terms of this Second Amendment conflict or are inconsistent with the terms of the Lease, in which case this Second Amendment will control. Each term used in this Second Amendment will have the same meaning as was given or intended in the Lease, unless such is specifically defined differently herein. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. This Second Amendment, signed and transmitted by facsimile, shall be deemed to be and shall be treated as an original document for all purposes, and shall be considered to have the same binding legal effect as an original signature on an original document. This Second Amendment shall take effect upon execution and delivery by both Parties.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to Lease Agreement to be duly executed by their respective duly authorized officer or agent.

Witnesses:

Print: _____

Print: _____

Landlord:

CITY OF OCOEE, FLORIDA
a Florida municipal corporation

By:

Name:

Title:

Witnesses:

Print: _____

Print: _____

Tenant:

TNXL ACADEMY DUCKS LLC, a Florida
limited liability company

By:



STAFF REPORT

Meeting Date: December 17, 2024
Item #: 6

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance for MDTL Enterprise LLC Property (Conservation Tract) Annexation; Project No. AX-10-24-01. (Zoning Manager Whitfield)

Background Summary: First Reading of Ordinance was held on December 3, 2024.

Owner/Applicant: The property owner is MDTL Enterprise LLC, and the applicant is Marcos Bastian, AECOM.

Site Location: The property is located in Commission District 3 and is on the east side of Ocoee Apopka Road, beginning approximately 2,300 feet north of the intersection of Ocoee Apopka Road at Palm Drive and approximately 508 feet east of Ocoee Apopka Road.

Property Size & Parcel Identification Number: The property consists of one (1) parcel containing approximately 9.9 acres and assigned parcel ID numbers 07-22-28-0000-00-087.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Conservation (per JPA)	County A-1 (Citrus Rural District)	Vacant wooded land	Wetlands

The table below lists the jurisdictions, future land use designations, zoning districts, and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1AA	Vacant, scattered wooded areas

South	Orange County & City of Ocoee	County LDR/City Conservation	County A-1/City A-2	Agriculture uses along with wooded wetlands
East	City of Ocoee	Conservation	I-2	Mostly vacant wooded areas and an industrial warehouse
West	City of Ocoee	Low Density Residential	County A-1	Commercial recreation facility (Girls Softball Field)

Proposed Development: The applicant is requesting an annexation only. An initial rezoning to a City zoning classification is not being processed at this time because the intent of this annexation is to provide the property as a future wetland dedication to the City as part of the Ocoee Regional Sports Facility (AKA) Dynasty Sports Complex's, wetland mitigation program. The dedication of this land will provide protection and preservation of existing conservation lands adjacent to and connected to wetlands within the future Dynasty Sports Complex development.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered by the City's jurisdictional limits on its north, east and south sides and, as such, is contiguous to the City. The annexation does not create a new enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation is consistent with the terms of the JPA Agreement as the JPA designates this property as Conservation.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The annexation is also consistent with Conservation Element Objective 4 and its implementing policies with respect to the protection and preservation of wetlands.

Transportation and Access: The site is currently landlocked as it does not have frontage on a public road right-of-way; however, access will be coordinated with the Ocoee Regional Sports Complex development, which borders this property along its northern boundary. Access to the property would be for monitoring and maintaining the wetlands and natural resources on the site per the terms of an approved Monitoring and Maintenance Plan.

Utilities: The Utilities Department has no issues with this annexation.

Stormwater: Not applicable.

Schools: Not applicable.

Public Safety: Not applicable as no development is proposed. Annexation of the property is for the purposes of preservation of existing wetlands.

Recreation and Open Space: Not applicable.

Issue:

Should the Honorable Mayor and City Commissioners approve a proposed ordinance for the Annexation of the

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

Phone: (407) 905-3100 • www.ocoe.org

MDTL Enterprise LLC Property, assigned parcel ID number 07-22-28-0000-00-087, for purposes of protection of conservation/wetland lands?

Recommendations:

Development Review Committee (DRC) Recommendation

The DRC met on Tuesday, October 29, 2024, to consider this annexation and, identifying no issues, recommended approval.

Planning & Zoning Commission Recommendation

The Planning and Zoning Commission, acting as the Local Planning Agency, considered this item at its November 12, 2024, public hearing and made a recommendation of approval of the proposed ordinance for the Annexation of the MDTL Enterprise LLC Property, assigned parcel ID number 07-22-28-0000-00-087, for purposes of protection and preservation of conservation/wetland lands, subject to a timing condition that the property be dedicated to the City at the time of project kickoff.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance for the Annexation of the MDTL Enterprise LLC Property, assigned parcel ID number 07-22-28-0000-00-087, for purposes of protection and preservation of conservation/wetland lands, subject to the condition that the property be dedicated to the City by or before project kickoff.

Attachments:

1. Location Map
2. Aerial Map
3. Surrounding FLUM Map
4. Surrounding Zoning Map
5. Ordinance
6. Business Impact Estimate Form
7. Advertisement

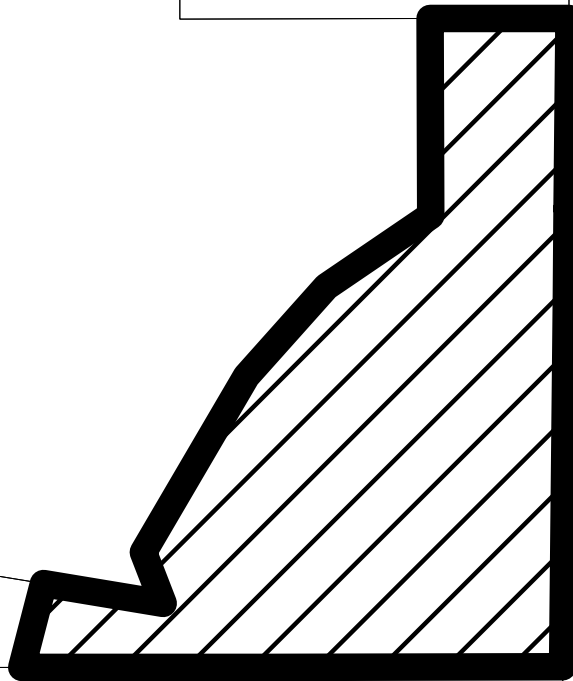
Financial Impacts:

N/A

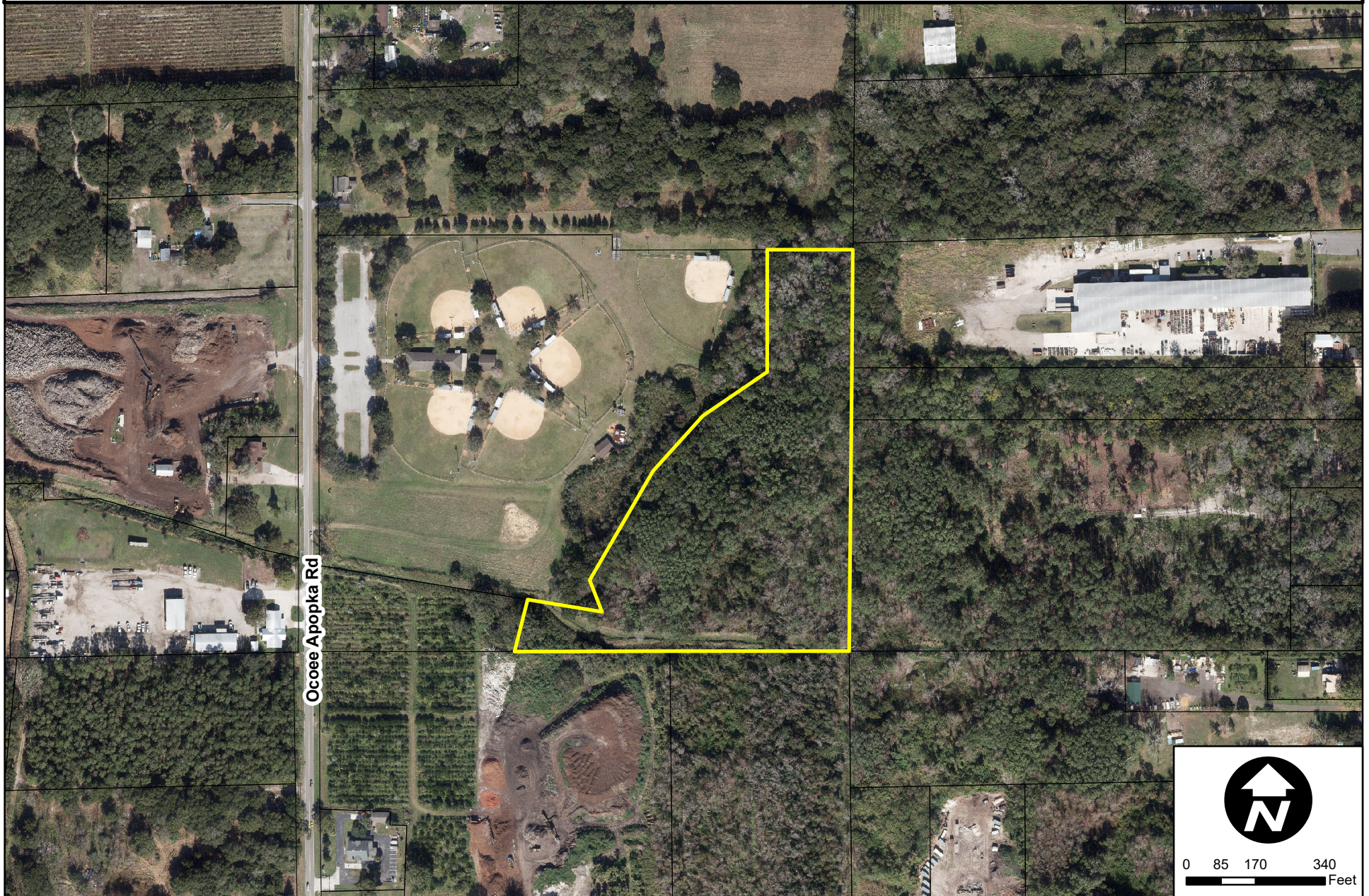
Type of Item: Second Reading Public Hearing

MDTL Enterprise LLC Property (Conservation Tract) Annexation Location Map

Ocoee Apopka Rd



MDTL Enterprise LLC Property (Conservation Tract) Annexation Aerial Map



MDTL Enterprise LLC Property (Conservation Tract) Annexation Surrounding Future Land Use Map



Development Services
Department

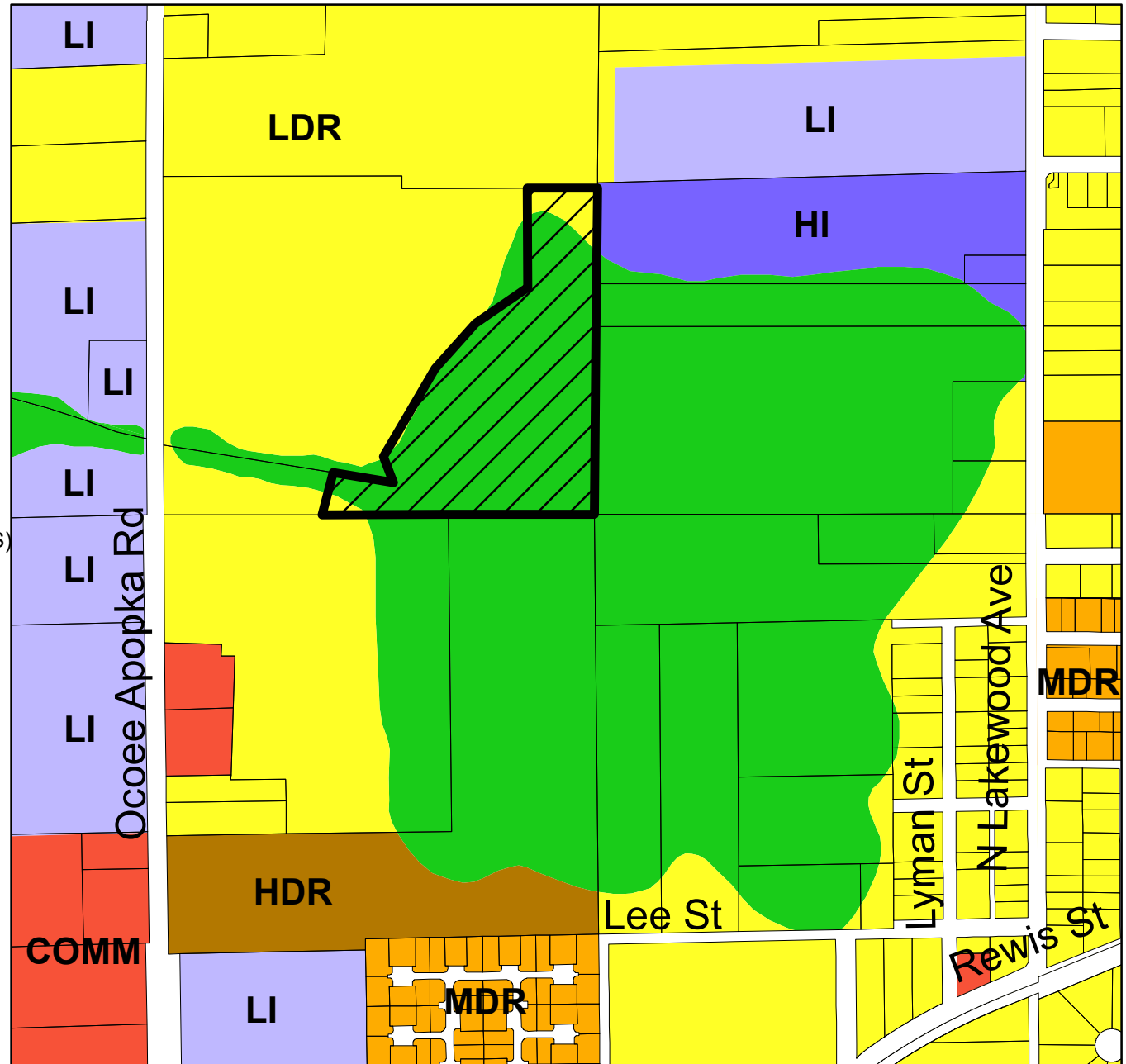
0 115 230 460
Feet

Created: November 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)



MDTL Enterprise LLC Property (Conservation Tract) Annexation Surrounding Zoning Map



Development Services
Department

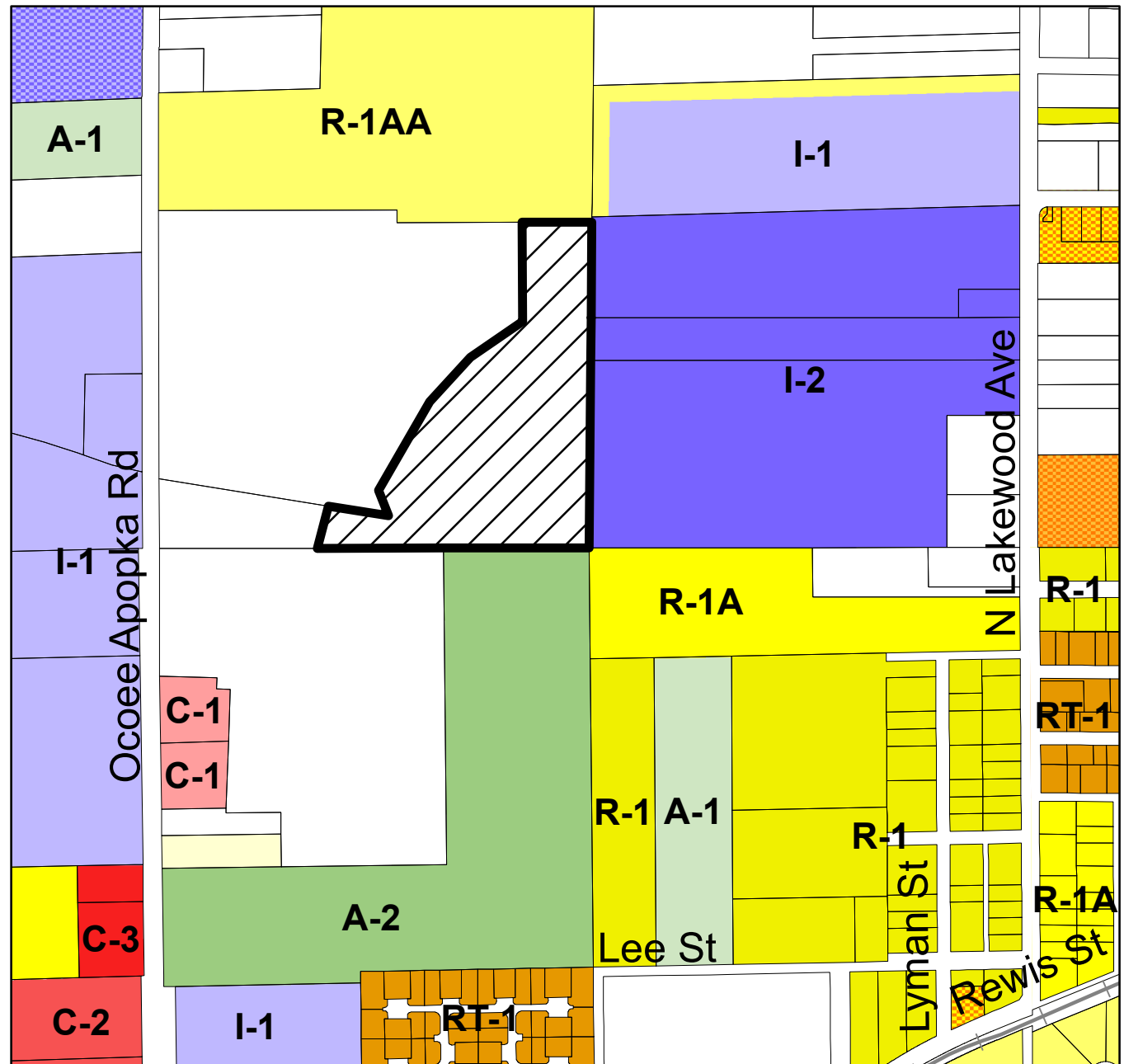
0 115 230 460
Feet

Created: November 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-
(Annexation Ordinance for
MDTL Enterprise LLC Property)**

TAX PARCEL ID: 07-22-28-0000-00-087

**CASE NO. AX-10-24-01: MDTL Enterprise LLC
Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.9 ACRES LOCATED ON THE EAST SIDE OF OCOEE APOPKA ROAD, BEGINNING APPROXIMATELY 2,300 FEET NORTH OF THE INTERSECTION OF OCOEE APOPKA ROAD AT PALM DRIVE THEN APPROXIMATELY 508 FEET EAST OF OCOEE APOPKA ROAD AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-087, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 9.9 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on November 12, 2024, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

**SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF**

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in Florida Statutes § 171.044, the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____, 2024.
READ SECOND TIME AND ADOPTED
_____, 2024.
UNDER AGENDA ITEM NO. _____

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

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

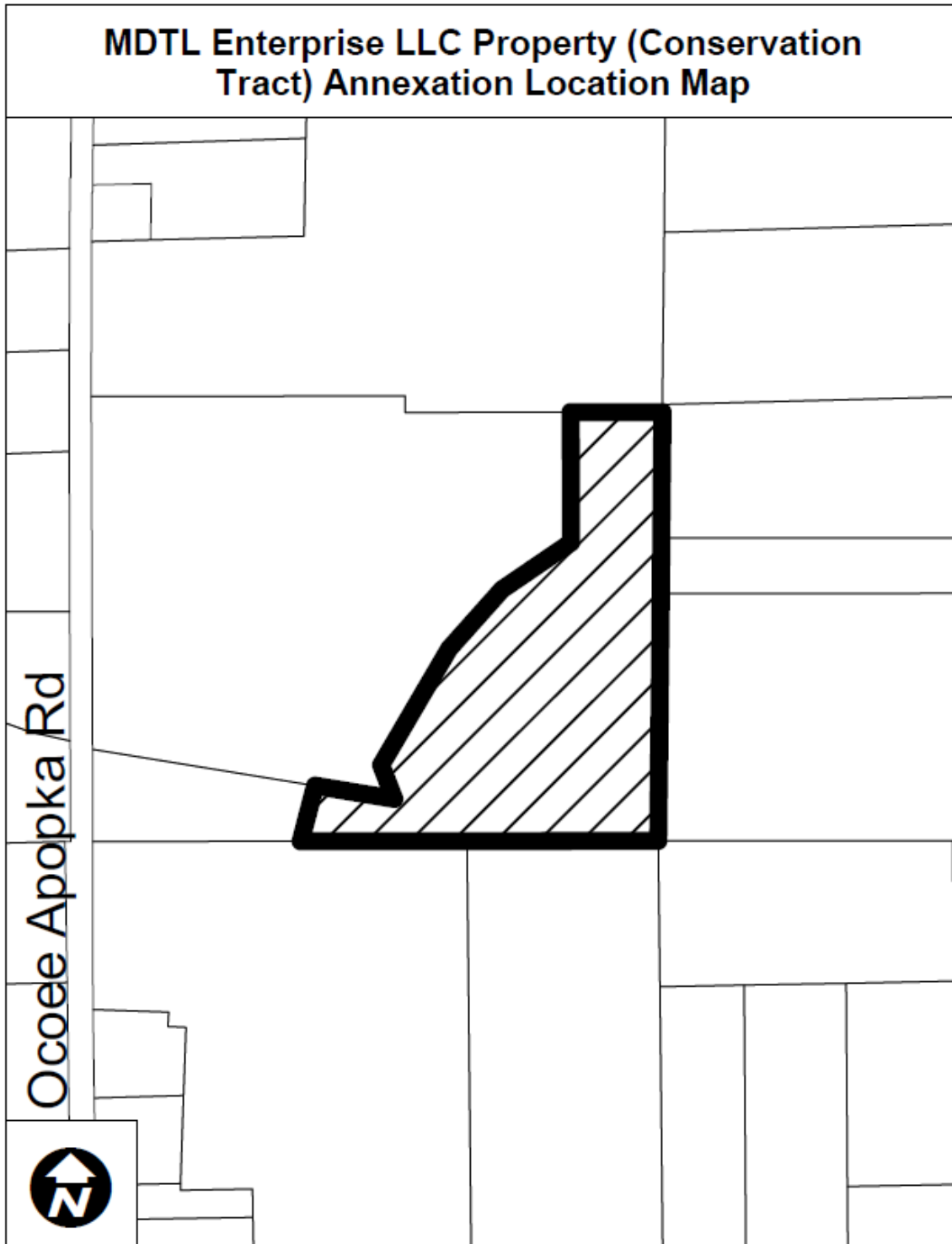
LEGAL DESCRIPTIONS

PARCEL ID NO.: 07-22-28-0000-00-087

COMM SW COR OF SE1/4 OF SEC 07-22-28 TH N88-52-07E 511.50 FT TO POB N13-25-08E 131.50 FT
S81-48-37E 184.66 FT N22-27-24W 83.25 FT N29-08-55E 309.66 FT N40-58-21E 182.58 FT N54-29-
39E 191.59 FT N01-14-03W 299.33 FT N88-51-46E 210.90 FT S00-32-25E 985.38 FT S8852-07W
821.87 FT TO POB

EXHIBIT "B"

LOCATION MAP



City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.9 ACRES LOCATED ON THE EAST SIDE OF OCOEE APOPKA ROAD, BEGINNING APPROXIMATELY 2,300 FEET NORTH OF THE INTERSECTION OF OCOEE APOPKA ROAD AT PALM DRIVE THEN APPROXIMATELY 508 FEET EAST OF OCOEE APOPKA ROAD AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-087, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance will annex conservation and wetland area into the City, and such land will be dedicated to the City for the protection of such conservation and wetland area as mitigation for a land use amendment and development activity. Preservation of wetlands serves the public health, safety, morals and welfare as it improves the City's flood resiliency.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur: N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of this annexation is so that the conservation and wetlands acreage will be within and dedicated to the City in order to increase the City's total wetlands protection acreage as part of the City's FEMA Community Rating System.

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

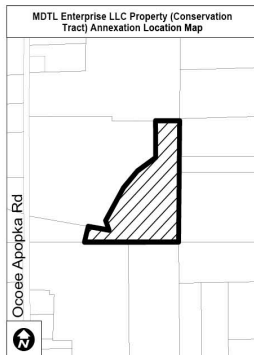
Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE
MDTL ENTERPRISE LLC PROPERTY ANNEXATION
CASE NUMBER: AX-10-24-01

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10, of the City of Ocoee Land Development Code, that on **TUESDAY, DECEMBER 17, 2024, at 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider an Annexation for the MDTL Enterprise Property. The subject property is assigned Parcel ID # 07-22-28-0000-00-087 and consists of approximately 9.9 acres. The property is located on the east side of Ocoee Apopka Road, beginning approximately 2,300 feet north of the intersection of Ocoee Apopka Road at Palm Drive then approximately 508 feet east of Ocoee Apopka Road.

If the applicant's request for annexation is approved, the annexation will incorporate the property into the City of Ocoee. Pursuant to Subsection 5-9 B. of the Land Development Code, the Planning Director has determined that the requested annexation is within the Ocoee-Orange County Joint Planning Area (JPA) and is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.9 ACRES LOCATED ON THE EAST SIDE OF OCOEE APOPKA ROAD, BEGINNING APPROXIMATELY 2,300 FEET NORTH OF THE INTERSECTION OF OCOEE APOPKA ROAD AT PALM DRIVE THEN APPROXIMATELY 508 FEET EAST OF OCOEE APOPKA ROAD AND ASSIGNED PARCEL ID NUMBERS 07-22-28-0000-00-087, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

Melanie Sibbitt, City Clerk
December 5, 12, 2024

24-03779W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



Meeting Date: December 17, 2024

Item #: 7

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2024-007. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance was held on December 3, 2024.

Section 163.3177(3)(a), Florida Statutes (F.S.), requires that the Comprehensive Plan contains a Capital Improvements Element (CIE) designed to consider the need for, prioritization and location of public facilities in order to encourage the efficient use of such facilities as development occurs within the city. The CIE is required to include a Schedule of Capital Improvements (Schedule) incorporating publicly and privately funded projects necessary to ensure that the adopted level of service standards is achieved and maintained. The schedule shall cover at least a 5-year period. Section 163.3177(3)(b), F.S., requires that the City review, modify, and update the Schedule and Capital Improvements Element on an annual basis. This annual update may be accomplished by ordinance and may not be deemed an amendment to the local comprehensive plan under Section 163.3184, F.S.

Capital Improvements Element Policy 1.5 states that the City shall continue, in conjunction with the annual process for the preparation of the operating budget, to prepare/update and adopt a five-year capital improvements program (CIP) in accordance with the timeline and priorities set forth in that Policy as well as Policies 1.1, 1.2 and 1.3. Pursuant to these policies, the City has reviewed its existing public services and facilities and future needs over the next five (5) years and prepared a five-year capital improvement plan and budget. The City conducted two (2) advertised and publicly noticed public hearings to consider the budget and the proposed improvements. The first public hearing was held on September 11, 2024. After consideration of public comments, the City Commission adopted the FY 24/25 - FY 28/29 Budget and Schedule of Capital Improvements at its September 18, 2024, public hearing.

This ordinance proposes to amend the Capital Improvements Element to incorporate the capacity capital improvements from the adopted Five-Year Schedule of Capital Improvements. As such, it does not propose any new projects or improvements not previously reviewed and approved by the Ocoee City Commission. This amendment is applicable city-wide. Thus, no maps are included in the staff report.

Issue:

Should the Honorable Mayor and City Commissioners approve a proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element?

Recommendations:**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission, acting as the Local Planning Agency (LPA), considered this item at its November 12, 2024, public hearing and made a recommendation of approval of the proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinance to amend the Capital Improvements Element and update the Five-Year Schedule of Capital Improvements within the City's Comprehensive Plan in accordance with Section 163.3177(3), Florida Statutes (F.S.), and Policy 1.5 of the Capital Improvements Element.

Attachments:

1. Ordinance
2. Business Impact Estimate Form
3. Advertisement

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2024-
(Amendment to Capital Improvements Element
of the Comprehensive Plan and Update of the
Five-Year Schedule of Capital Improvements)
CASE NO. CPA-2024-007

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “Ocoee City Commission”) adopted the City of Ocoee Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes (F.S.), which has been amended from time to time (the “Comprehensive Plan”); and

WHEREAS, pursuant to Section 163.3177(3)(a), F.S., the Comprehensive Plan shall contain a Capital Improvements Element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and to include, at a minimum, a five-year schedule of capital improvements which include publicly and privately funded improvements; and

WHEREAS, pursuant to Section 163.3177(3)(b), F.S., the Capital Improvements Element, to include the Five-Year Schedule of Capital Improvements, must be reviewed and updated annually, and such update may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, pursuant to Section 166.041(3), F.S., on November 12, 2024, the Planning and Zoning Commission held an advertised and publicly noticed public hearing to consider the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements; and

WHEREAS, following advertisement and a duly noticed public hearing on the Ordinance, on December 17, 2024, the Ocoee City Commission, in good faith, determined that this Ordinance is in the best interest of the City and its residents and approved the amendment to the Capital Improvements Element to update the Five-Year Schedule of Capital Improvements.

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. AMENDMENT OF THE COMPREHENSIVE PLAN. The Ocoee City Commission hereby amends the Capital Improvement Element of the Comprehensive Plan as set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof, with underlines representing additions and strike-throughs representing deletions.

SECTION 3. TRANSMITTAL. The City Clerk is hereby authorized to transmit the required copies of the amendment to the City’s Capital Improvements Element of the Comprehensive Plan to Florida Commerce in accordance with Section 163.3177(3), Florida Statutes.

SECTION 4. 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 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon 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”

The Capital Improvements Element is hereby amended as follows:

CITY OF OCOEE COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT

IV. GOALS, OBJECTIVES, AND POLICIES

Policy 1.5: The City shall continue, in the conjunction with the annual process for preparation of the operating budget, to prepare/update and adopt a Five-Year Schedule of Capital Improvements, the first year of which shall be the annual capital portion of the adopted budget. The following criteria shall be followed in developing and updating the Schedule:

- A. The timetable for preparation shall be similar to that used for the preparation of the annual budget so that financial resources available for capital projects can be identified, implications of planned capital projects on the operating budget can be reflected.
- B. The Schedule (and the process for its update) shall conform to this plan, including specifically, but not limited to, the level of service standards, the implementation of projects identified in the various elements, the criteria for evaluating projects, and the criteria for establishing project priorities.
- C. This Element shall be reviewed at least annually in conjunction with the update of the CIP and shall be updated as needed to remain consistent with new information.
- D. The limitation on the use of revenue bonds as a percentage of total debt.
- E. The maximum ratio of total debt service and outstanding capital indebtedness to total revenue and property tax base. The City of Ocoee will manage its outstanding debt by limiting outstanding capital debt to a 1:10 ratio of total annual debt service to total annual City revenues.

Policy 1.6: Pursuant to Section 163.3177(3)(b), F.S., amendments to the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the Comprehensive Plan. Table 6 reflects the capacity capital improvements from the City's currently adopted Fiscal Year 2023/2028 Five-Year Schedule of Capital Improvements, as adopted by the Ocoee City Commission on September 20, 2023, to maintain the adopted levels of service standards for parks and recreation, stormwater, transportation and water and sewer utilities.

Table 6. City of Ocoee Five-Year Capital Improvements Plan

# Improvement Request Title	Funding Source	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	Future	Total
Transportation Facilities								
1 Story Road Widening	CRA					\$ 950,000.00	\$18,000,000.00	\$ 18,950,000.00
2 Old Winter Garden Road Extension	CRA		\$ 1,390,616.00	\$ 3,700,000.00	\$ 3,000,000.00			\$ 8,090,616.00
3 Maguire Road Phase 5	CRA			\$ 4,500,000.00	\$ 4,500,000.00			\$ 9,000,000.00
4 Crown Point Road Extension	Public/Private Partnership		\$ 660,000.00					\$ 660,000.00
5 Regency PUD Project	CRA		\$ 560,000.00					\$ 560,000.00
Pine Street ROW Improvements & 6 Construction	Road Impact Fees	\$ 375,000.00	\$ 50,000.00	\$ 3,750,000.00				\$ 4,175,000.00
7 Crown Point Road Project	Road Impact Fees	\$ 2,040,043.00						\$ 2,040,043.00
Transportation Facilities Total:							\$	43,475,659.00
Utility Facilities								
1 Additional Funding ARPA Project	Water/Wastewater Capital Fund	\$ 1,845,000.00						\$ 1,845,000.00
Sewer/Reclaim Line Upsize Associated 2 with Development	Water/Wastewater Capital Fund	\$ 125,000.00						\$ 125,000.00
Additional Funding ARPA Project 3 Lakewood/Rewis/Flewelling	Water/Wastewater Capital Fund	\$ 630,000.00						\$ 630,000.00
Additional Funding Lauren Beth Water 4 Extension	Water/Wastewater Capital Fund	\$ 550,000.00						\$ 550,000.00
Annual Major Water Line Extensions 5 Program	Water/Wastewater Capital Fund	\$ 250,000.00						\$ 250,000.00
Water Line Upsize Associated with 6 Development	Water/Wastewater Capital Fund	\$ 125,000.00						\$ 125,000.00
ARPA Additional Funding - Reclaimed 7 Storage Tank & Pump Facility	Wastewater Capital Fund	\$ 2,178,884.00						\$ 2,178,884.00
Utility Facilities Total:							\$	5,703,884.00

Stormwater Facilities					
1 General Stormwater Improvements	Fund Balance	\$ 320,000.00	\$ 320,000.00		\$ 640,000.00
				Stormwater Facilities	\$ 640,000.00

Parks & Recreation Facilities					
1 Pickle Ball Court	Recreation Impact Fees		\$ 500,000.00		\$ 500,000.00
2 Freedom Park Playground	Recreation Impact Fees		\$ 150,000.00		\$ 150,000.00
3 Prairie Lake Playground	Recreation Impact Fees	\$ 150,000.00			\$ 150,000.00
4 Jim Beech Center Playground Ocoee Crown Point PUD Lake Apopka	Recreation Impact Fees	\$ 100,000.00			\$ 100,000.00
5 Waterside Park		\$ 192,000.00	\$ 650,000.00	\$ 300,000.00	\$ 1,142,000.00
				Parks & Recreation Facilities Total:	\$ 2,042,000.00
GRAND TOTAL:					\$51,861,543.00

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance adopts the 5-Year Capital Improvements Schedule of Capacity Improvements into the City's Capital Improvements Element of the Comprehensive Plan, in accordance with Florida Statutes, to help ensure that adopted levels of service standards for transportation and other public facilities will be achieved or maintained.

As such, the proposed ordinance will serve the public health, safety, morals and welfare.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur: N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

None

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE

NOTICE OF PUBLIC HEARING

**ANNUAL COMPREHENSIVE PLAN TEXT AMENDMENT TO ADOPT THE
FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND UPDATE
THE CAPITAL IMPROVEMENTS ELEMENT
CASE NUMBER: CPA-2024-007**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-8 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, DECEMBER 17, 2024, at 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the adoption of the Five-Year Schedule of Capital Improvements and update the Capital Improvements Element within the City's Comprehensive Plan, in accordance with the requirements of Section 163.3177(3), Florida Statutes.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, IN ORDER TO COMPLY WITH SECTION 163.3177(3), FLORIDA STATUTES; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

Melanie Sibbitt, City Clerk
December 5, 2024

24-03778W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



Meeting Date: December 17, 2024

Item #: 8

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Acceptance of Rehab & Emergency Shelter Transport Bus from Central Florida Disaster Medical Coalition. (Deputy Fire Chief Van Camp)

Background Summary: The Ocoee Fire Department is seeking approval for the acquisition of a Rehab & Emergency Shelter Transport (REST) Bus from the Central Florida Disaster Medical Coalition (CFDMC), in partnership with LYNX and Firstline, at no cost to the City of Ocoee, and authorize associated title transfer, licensing, and operational commitments. The department would like to partner with the CFDMC to secure a bus that can function as a mass casualty transportation, provide AC shelter during outside events, and provide rehabilitation for incidents and training exercises. The REST Bus will be a vital resource for emergency response and community support. The bus, donated by LYNX to the Coalition for allocation to a local agency, will be converted into a specialized medical transportation vehicle with no cost to the City of Ocoee (for the conversion kit or installation). Firstline will perform the installation, which is expected to take 1-2 days and must be completed by December 31, 2024.

Once the vehicle is ready, the CFDMC will transfer the title to the City of Ocoee. The City will then arrange for the title transfer, obtain a license plate (cost of approximately \$150.00), and assign the bus to the Ocoee Fire Department. The department will also have to perform preventive maintenance and replace the tires, which could cost around \$6,000.00. The City would also have to perform annual preventative maintenance and would be responsible for any repairs that may occur.

Operational Commitment:

The department will ensure that the REST bus is available for deployment when requested by the Coalition for one year. The bus will not be a permanently staffed apparatus. Staff will deliver the bus to the incident location (within Central Florida) and then they will return to their assigned apparatus. This obligation ensures the bus is available for its intended purpose while remaining a resource for the Ocoee community. After one year, the department will have no further obligation to maintain the bus or transport it if needed.

Additional Uses:

In addition to mass casualty incidents, the REST Bus will serve multiple roles, including:

- Firefighter rehabilitation during extended incidents.
- A shelter for training exercises to provide relief from harsh environments.
- Support for community events (air-conditioned environment for participants), such as 5K runs or festivals.

Issue:

Should the Honorable Mayor and City Commissioners approve the Fire Department to accept the REST bus from the Central Florida Disaster Medical Coalition?

Recommendations:

City staff recommends the Honorable Mayor and City Commissioners approve the acceptance of the rehab and emergency shelter transport bus; and further, authorize City staff to facilitate the title transfer and obtain necessary registration and license plates, coordinate with LYNX and Firstline to complete the conversion kit installation, and incorporate the vehicle into the Ocoee Fire Department's operations.

Attachments:

None

Financial Impacts:

City staff will have to conduct basic PM (including oil change and replacing the tires), which is anticipated to cost no more than \$6,000. Title transfer and tag fees could cost around \$150.00. The department has funds available for these costs. The department would also be responsible for annual preventative maintenance and repairs.

Type of Item: Regular