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

February 4, 2025 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

  2025 Black History Month Proclamation

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

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

  1. Approval of Minutes from the Regular City Commission Meeting held January 7, 2025. **(City Clerk Sibbitt)**
  2. Approval of Utility Easement for the OTC at Westside Campus Development by the Orange County School Board. **(Development Engineer Keaton)**
  3. Approval of the 429 Business Center Plat. **(Development Engineer Keaton)**
  4. Approval to Replace the Base Station for the Sensus FlexNet Metering System. **(Utilities Director Bolling)**
  5. Approval of Locke Well & Pump as the Single Source Vendor for Well Inspections, Repairs and Equipment. **(Utilities Director Bolling)**
  6. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace a Mobile Generator. **(Utilities Director Bolling)**
  7. Approval to Piggyback City of Zephyrhills Contract to Rehabilitate City of Ocoee Lift Stations. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

  8. First Reading of Ordinance for the Ocoee Regional Sports Complex Rezoning to PUD; Project No. RZ-24-09-07. **(Zoning Manager Whitfield)**

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

- **PUBLIC HEARING**

9. Public Hearing for 304 Calliope Street - Renwick Variance Request; Project No. VR-24-03. **(Planner I Belizaire)**
10. Public Hearing for a Fourth Amendment to the JPA Agreement between the City of Ocoee and Orange County. **(Zoning Manager Whitfield)**

- **REGULAR AGENDA**

11. Appointment of Members to the 2025 Canvassing Board. **(City Clerk Sibbitt)**
12. Update and Request Direction: Kurt Ardaman of the City Attorney's Office (Fishback Dominick) regarding City-owned property located at 10521 Clarcona Ocoee Road (Forest Lake Golf Course).

- **COMMENTS FROM COMMISSIONERS**
  (Limit to Five Minutes)

- **ADJOURNMENT**

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

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

Proclamation

WHEREAS, *Black History Month is celebrated annually in February across the United States; it serves as a celebration of African American achievements and the crucial role they had in U.S History as well as time to recognize the severe adversity generations of Black Americans had to overcome to achieve legitimate citizenship in our society; and*

WHEREAS, *in 1926, Dr. Carter G. Woodson and the Association for the Study of African American Life and History (ASALH) sponsored a national Negro History Week, choosing the second week of February to coincide with the birthdays of Abraham Lincoln and Frederick Douglass; by the late 1960s, the weeklong celebration evolved into Black History Month calling our attention to the continued need to battle racism and build a society that lives up to its democratic ideals;*

WHEREAS, *the City of Ocoee continues to work toward becoming an inclusive community in which all residents are respected and recognized for their contributions and potential contributions to our community; and*

WHEREAS, *the City of Ocoee established the Human Relations Diversity Board comprised of residents who volunteer to bring cultural awareness throughout our community. Since its inception 20 years ago, the HRDB has worked to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee.*

WHEREAS, *the City of Ocoee is proud to host its 20th Annual Black History Month Essay Contest. The essay contest is open to 5th grade students attending Ocoee schools. The winners will receive prizes and be recognized at an Ocoee City Commission Meeting.*

WHEREAS, *residents can tune in to Ocoee TV Channel 493 during the month of February to watch programs that highlight significant people and events from African American history. Citizens may also visit City Hall to see a Black History Month display with biographical portraits of notable African Americans.*

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, *does hereby declare the month of February 2025 as*

Black History Month

The city shall celebrate the vibrant culture and achievements African Americans have contributed to our country; this month, and throughout the year, we urge our residents to celebrate that heritage and continue to fight for equality and opportunity for all.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 4th day of February, 2025.*

Rusty Johnson, Mayor

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

January 7, 2025 **MINUTES** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **STATE OF THE CITY - 5:45 PM – Video Presentation**

- **CALL TO ORDER** 6:16 PM

Mayor Johnson called the regular session to order at 6:16 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 Wilsen**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

- **PRESENTATIONS AND PROCLAMATIONS** 6:18 PM

Legacy Events for Education Scholarship Recipient Update - **David Terry, President** provided an overview of Legacy Academy and the scholarships awarded to students who give back to the community. The Academy currently offers sixteen classes annually and have plans for 2025 to offer eight additional classes in the City of Ocoee. Legacy Academy would like to partner with the Parks and Leisure Services Department to offer classes at the Lakeshore Center, where their largest fundraiser, Central Florida Chili Cookoff, is held. They are currently soliciting community support to help fund this year's event. **Mayor Johnson** inquired if the City has donated funds to the program yet and asked David Terry to leave his business card for Commissioners to reach out to him, if they have the desire to donate funds, from their discretionary funds.

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

- **PUBLIC COMMENTS** 6:24 PM

The following persons addressed the City Commission:

- **Pam Jones**, *Community Relations Representative for Congressman Webster*, brought greetings from Congressman Webster's office and expressed that she enjoyed the State of the City address. She encouraged anyone with questions pertaining to the federal government agency to contact their office, located in Clermont, FL.

- **Hector Corrales**, *Small Business Administration*, provided a PowerPoint that covered programs and loans that will assist with any damages from hurricanes for businesses, homeowners, and renters.

- **Jim Moyer**, *Ocoee Resident*, gave kudos for a great State of the City presentation. He also reminded everyone of the upcoming swearing in of newly elected officials in state and county offices, including himself. He also shared that, in the future, he would like the opportunity to give a presentation on soil and conservation and ended with a quote the importance of healthy soil and water.

- **Cortney Jones** and **Stephanie Smith**, *Community Legal Services – Pro Bono Unit*, gave a presentation explaining the services their office offers and emphasized on the importance of sealing/expunging criminal records.

- **Kellie Beck,** *HRDB Chair***,** presented a brochure that was previously presented before the City Commission and received funding approval for mailing last fiscal year. The board missed the mailing deadline for last fiscal year; therefore, they are requesting $1,800 from the City Commission to mail out the brochures this fiscal year, and to have extra copies in City Hall. **Commissioner Wilsen** asked to see the brochure again**. Mayor Johnson** asked which budget the funds would come from; **City Manager Shadrix** suggested taking it out of the contingency fund.

Motion: Move to approve $1,800 to come out of the contingency fund for the mailing and copying of the HRDB information brochures; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

- **Sue Lowrie and Cathy Sills,** *Woman's Club of Ocoee,* requested the approval for use of the Commission Chambers for Wednesday, February 12, 2025, starting at 7:00 PM, as the date and time for the political forum. They will arrive for setup at 6:30 PM. **Commissioner Wilsen** questioned if they are requesting the forum to be televised, and **Ms. Lowrie** stated they would like the same accommodations as they have had in the past. **Consensus of the City Commission was to televise and allow use of the Commission Chambers for the Political Forum on Wednesday, February 12, 2025 at 7:00 PM.**

- **Brad Lomneck,** *Ocoee Resident,* shared that Orange County is moving to two additional districts, with that they will be developing a citizen's redistricting panel, and each Commissioner will choose two positions for that panel. He does not believe that Ocoee will have a voice on the panel, so he requested that the City Commission send a letter to Mayor Demings requesting one of his three positions. **Commissioner Wilsen** suggested sending a letter to County Commissioner Christine Moore as well. **Mayor Johnson** stated that he has already spoken to Commissioner Moore and she has already named two individuals, neither of whom live in the City of Ocoee. He agreed to have a letter sent to Mayor Demings requesting that at least one representative from Ocoee to be on the panel. **Brad Lomneck** went on to give praise to Legacy Academy and the work they do with the citizens in the community and urged the Commission to donate $500 to the Chili Cookoff fundraiser.

- **CONSENT AGENDA** **6:47 PM**

Consent Agenda Motion

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

1. Approval of Minutes from the Regular City Commission Meeting held December 17, 2024. **(City Clerk Sibbitt)**

2. Approval of Elections Services Contract with the Orange County Supervisor of Elections and Allow Them to Open and Run Unquestionable Vote-By-Mail Ballots for the March 2025 General Municipal Election Utilizing the Orange County Canvassing Board Criteria. **(City Clerk Sibbitt)**
3. Approval of Authorization to Terminate Negotiations with Fortress Secured LLC for the Construction of a New Fire Station #38. **(Finance Director Roberts)**
4. Approval of Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement. **(Police Chief Ogburn)**
5. Approval of Utility Easement Agreements for Rewis Street Properties. **(Engineering Manager Tomlinson)**

- **FIRST READING OF ORDINANCE** 6:47 PM

6. First Reading of Ordinance Updating Chapter 45, Arbor Code, Code of Ordinances, Regarding Tree Removal Process. **(Development Services Director Corless)**

City Manager Shadrix stated that this was an issue that had arisen previously, and staff was asked to come back with a new ordinance to address several concerns mentioned by the City Commission. Staff anticipates having the second reading at the February 18, 2025 Commission Meeting.

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 City Commission meeting scheduled for February 18, 2025, at 6:15 PM or soon thereafter.

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

- **PUBLIC HEARING** – None

- **REGULAR AGENDA** - None

- **COMMENTS FROM COMMISSIONERS** 6:50 PM

Commissioner Kennedy – No further comment.

Commissioner Wilsen – No further comment.

Commissioner Firstner – No further comment

Commissioner Oliver – Commented on the following:

1) Announced that he has Legacy Academy on his list for donating funds; he is in support of the program and the children.

2) Gave kudos for the State of the City address, opining that it was phenomenal.

3) Stated that Congressman Daniel Webster's office is very receptive and responsive and encouraged residents to reach out his office if they encounter any issues within the district.

4) Encouraged residents to contact Community Legal Services and utilize their free legal services, if need be.

5) Read an inspirational quote.

Mayor Johnson – Commented on the following:

1) Announced registration dates for upcoming youth sports.

2) Announced the Dr. Martin Luther King, Jr. parade and post-parade celebration will be held on Monday, January 20, 2025; information can be found on the City's website.

3) Announced HAPCO – Ocoee Jazz Fest 2025 will be held on Friday, January 31, 2025 at the Ocoee Lakeshore Center.

4) Announced that City Hall and all City Administration Offices will be closed on Monday, January 20, 2025 in observance of Dr. Martin Luther King, Jr. Day.

5) Announced the January 21, 2025 City Commission Meeting is canceled

6) Addressed installing lights on Kissimmee Ave and the south end of Maguire Road; **City Manager Shadrix** responded that he and staff will look into this and bring forth information to a future Commission Meeting.

7) Thanked staff for a great State of the City address and for all that staff does.

- **ADJOURNMENT** **6:55 PM**

APPROVED:

Attest:	**City of Ocoee**
_____	_____
Melanie Sibbitt, City Clerk	**Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 2

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of Utility Easement for the OTC at Westside Campus Development by the Orange County School Board. (Development Engineer Keaton)

Background Summary:
As part of the Orange County Technical College West Campus project, a reclaimed water service was installed to provide irrigation service to the project. The Technical College is located between Ocoee Crown Point Pkwy and Ocoee-Apopka Road, just north of the 429 Beltway. The existing City reclaim main on Ocoee Crown Point was extended up to the Technical College property, as part of the Ocoee Crown Point Pkwy extension (Phase 1) project. The Technical College project connected to the extended reclaim main and installed a meter to provide reclaim service to the Campus. Orange County Public Schools agreed to provide a utility easement for the public portion of the reclaimed service, which will allow the City to operate and maintain its public utilities.

Issue:
Should the Honorable Mayor and City Commissioners accept and execute the Utility Easement for the OTC at Westside Campus Development by the Orange County School Board?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners accept and authorize the Mayor to execute the Utility Easement for the OTC at Westside Campus Development.

Attachments:
1. Utility Easement - OTC at Westside Campus

Financial Impacts:
None

Type of Item: Consent

This instrument prepared by and return to:
Jad M. Brewer, Esq.
Orange County Public Schools
445 West Amelia Street
Orlando, FL 32801

Project: 73-T-W-7 – OTC at Westside Campus
Permit No: 22-U-096

This easement constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2024 between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("GRANTOR"), and CITY OF OCOEE, a municipal corporation organized and existing under the laws of the State of Florida, whose post office address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("GRANTEE").

WITNESSETH, that GRANTOR, in consideration of the sum of $10.00 and other good and valuable considerations, paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to GRANTEE and its assigns, a perpetual, non-exclusive easement for the limited purpose of constructing reclaimed water and irrigation meters, water mains, valves and any appurtenances thereto (the "Facilities"), including installation, repair, replacement and maintenance of same, with fully authority to enter upon, excavate, construct, repair, replace and maintain, as the GRANTEE and its assigns may deem necessary, under, upon and above the following described lands situated in Orange County, Florida aforesaid, to wit:

See attached Exhibit "A"

A portion of Tax Parcel I.D. Number: 06-22-28-0000-00-081
(the "Easement Area")

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

GRANTEE shall use all commercially reasonable efforts to direct its employees, contractors, consultants and agents, to undertake all work in the Easement Area in a safe and prudent manner, and in such manner that the normal, orderly construction and operation of any adjacent public school is not unreasonably disturbed. GRANTEE, its successors, assigns, employees, contractors, subcontractors, laborers, consultants, agents, licensees, guests and invitees shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the construction, use or operation of any adjacent public school, or that would weaken, diminish or impair the lateral or subjacent support to any improvement located or to be constructed on the campus of any adjacent public school. Further, GRANTEE shall comply with all applicable federal, state, and county laws, regulations and ordinances, and such permits that GRANTEE requires, with respect to the construction, installation, repair, replacement, maintenance and use of the Facilities in the Easement Area; further, GRANTEE shall comply with GRANTOR'S policies that are applicable to GRANTEE'S activities under this easement to the extent such policies do not unreasonably impair GRANTEE'S rights provided herein.

GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the Facilities placed thereon by GRANTEE and its assigns; however, GRANTEE shall have no responsibility for the general maintenance of the Easement Area.

GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures within the Easement Area that interferes with the normal operation or maintenance of the Facilities. In the event any of the Facilities are located above-ground, GRANTEE shall have the right to build, construct or install fencing around the Facilities in the Easement Area if reasonably required to protect the safety and security of the Facilities and normal operation thereof; provided; however, the fencing shall not unreasonably interfere with GRANTOR's use of the Easement Area or the remaining property owned by GRANTOR, and the exact location and type of fencing must be previously approved by GRANTOR in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

GRANTEE may at any time change the location of the Facilities within the boundaries of the Easement Area, or modify the size of the Facilities as it may determine in its sole discretion from time to time (the "Modifications") without paying any additional compensation to Grantor or Grantor's heirs, successors or assigns, provided Grantee does not expand its use beyond the Easement Area. Prior to commencing any Modifications, Grantee shall notify Grantor's Department of Facilities Services and furnish such department with a description of the proposed Modifications. Grantee shall notify the Principal of the adjacent public school prior to performing Modifications; provided, however, no prior notification to the Department of Facilities Services or the Principal shall be required in the event the Grantee determines that Modifications must be performed on an emergency basis, so long as the Grantee notifies the Principal and Department of Facilities Services as soon as possible thereafter.

GRANTEE shall repair any damage to any property, facilities or improvements of GRANTOR located in the Easement Area or adjacent thereto, including, without limitation, parking areas, driveways, walkways, recreational facilities and landscaping, if such damage is incident to GRANTEE'S use of the Easement Area.

GRANTEE shall exercise its rights and privileges hereunder at its own risk and expense. Throughout the term of this easement, GRANTEE shall maintain general liability insurance or self-insurance in compliance with the limits provided in §768.28, Fla. Stat. Upon request by GRANTOR, GRANTEE shall furnish evidence of such insurance or self-insurance to GRANTOR. For actions attributable to the exercise of its rights under this easement, GRANTEE will indemnify and hold harmless GRANTOR, its agents, employees and elected officials to the extent provided in §768.28, Fla. Stat., as same may be amended from time to time. The terms of this indemnification shall survive any termination of this easement.

GRANTEE expressly acknowledges and agrees to comply with any and all rules and regulations of the Jessica Lunsford Act, if applicable, and any and all rules or regulations implemented by GRANTOR in order to comply with the Jessica Lunsford Act, if applicable.

THIS EASEMENT is granted subject to all matters of record and without warranty as to the Easement Area's suitability for use as an easement.

Nothing herein shall be construed as a waiver of GRANTEE'S or GRANTOR'S sovereign immunity provided under §768.28, Fla. Stat., as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

The acceptance of this easement by GRANTEE, as evidenced by the recordation of same in the Public Records of Orange County, Florida, or the entry onto the Easement Area by GRANTEE, its agents or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused theses presents to be signed on the dates provided below.

GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA

Teresa Jacobs, as Chair

Grantor(s) mailing address:
445 West Amelia Street
Orlando, Florida 32801-1129

Witness

Print or Type Name of First Witness
445 West Amelia
Orlando, Florida 32801

Witness

Print or Type Name of Second Witness
445 West Amelia
Orlando, Florida 32801
*(Names must be typed on or printed under each signature)

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 24 day of April, 2024, by Teresa Jacobs, Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. She is personally known to me or has produced _____ (type of identification) as identification.

LISA ANTONIO
MY COMMISSION # HH283316
EXPIRES: July 04, 2026

Notary Public:
Name: Lisa Antonio
Commission No: HH283316
My Commission Expires: 7/4/2026

ATTEST:

Maria F. Vazquez, Ed.D.
as Superintendent

Witness

Print or Type Name of First Witness
445 West Amelia
Orlando, Florida 32801

Witness

Print or Type Name of Second Witness
445 West Amelia
Orlando, Florida 32801
*(Names must be typed on or printed under each signature)

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 24 day of April, 2024, by Maria F. Vazquez, Ed.D., Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or has produced _____ (type of identification) as identification.

LISA ANTONIO
MY COMMISSION # HH283316
EXPIRES: July 04, 2026

Notary Public
Name: Lisa Antonio
Serial Number:
Commission No. HH283316
My Commission Expires: 7/4/2026

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: Rory A. Salimbene
Chief Facilities Officer
Date: Apr 24, 2024

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

By: Jad Brewer
Staff Attorney III, Planning and Real Estate
Date: April 23, 2024

CITY:

Signed, sealed and delivered in the Presence of:

CITY OF OCOEE, FLORIDA

By:_____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____
Rusty Johnson, Mayor

By: _____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this ____ day of _____, 20___.

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

_____
Signature of Notary

_____
Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal):_____
Commission expires (if not legible on seal):_____

Exhibit "A"

Please See Attached

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST
CITY OF OCOEE, ORANGE COUNTY, FLORIDA

PROJECT NAME: OCPS OTC AT WESTSIDE CAMPUS SITE 73-T-W-7
PURPOSE: UTILITY EASEMENT
PERMIT NUMBERS: 22-U-096

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF OCOEE, ORANGE COUNTY FLORIDA, BEING A PORTION OF THE LANDS CONVEYED BY DEED TO SCHOOL BOARD OF ORANGE COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 10881, PAGE 8146, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF SAID SECTION 1, S89°41'40"W, A DISTANCE OF 538.22 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 1, N00°00'00"W, A DISTANCE OF 107.57 FEET TO THE POINT OF BEGINNING;

THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 10°42'00" AND A CHORD BEARING AND DISTANCE OF N65°50'18"W, 93.24 FEET) FOR AN ARC DISTANCE OF 93.37 FEET; THENCE N44°55'46"E, A DISTANCE OF 10.38 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 03°18'24" AND A CHORD BEARING AND DISTANCE OF S62°27'52"E, 28.27 FEET) FOR AN ARC DISTANCE OF 28.28 FEET; THENCE N25°16'24"E, A DISTANCE OF 32.90 FEET; THENCE S64°43'36"E, A DISTANCE OF 23.08 FEET; THENCE S25°16'24"W, A DISTANCE OF 32.60 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 04°22'08" AND A CHORD BEARING AND DISTANCE OF S69°00'06"E, 37.35 FEET) FOR AN ARC DISTANCE OF 37.36 FEET; THENCE S18°42'18"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.038 ACRES (1669 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A UTILITY EASEMENT.

2. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE SOUTH LINE OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST WHICH BEARS S89°41'40"W.

3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

5. THIS IS NOT A SURVEY.

THIS SKETCH OF DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION: 01/05/2024 UPDATED PROJECT NAME

LEADING EDGE LAND SERVICES INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
WHARTON-SMITH, INC.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.

DATE: 1/05/2024

MIKE BAERHOLD
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575

STATE OF FLORIDA REGISTERED SURVEYOR

DATE OF DRAWING: 29 NOV 2023	
MANAGER: MB	CADD: JAA
PROJECT NUMBER: 299-22038	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 299038_SD2.DWG	
SCALE: N/A	SHEET 1 OF 2

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST
CITY OF OCOEE, ORANGE COUNTY, FLORIDA

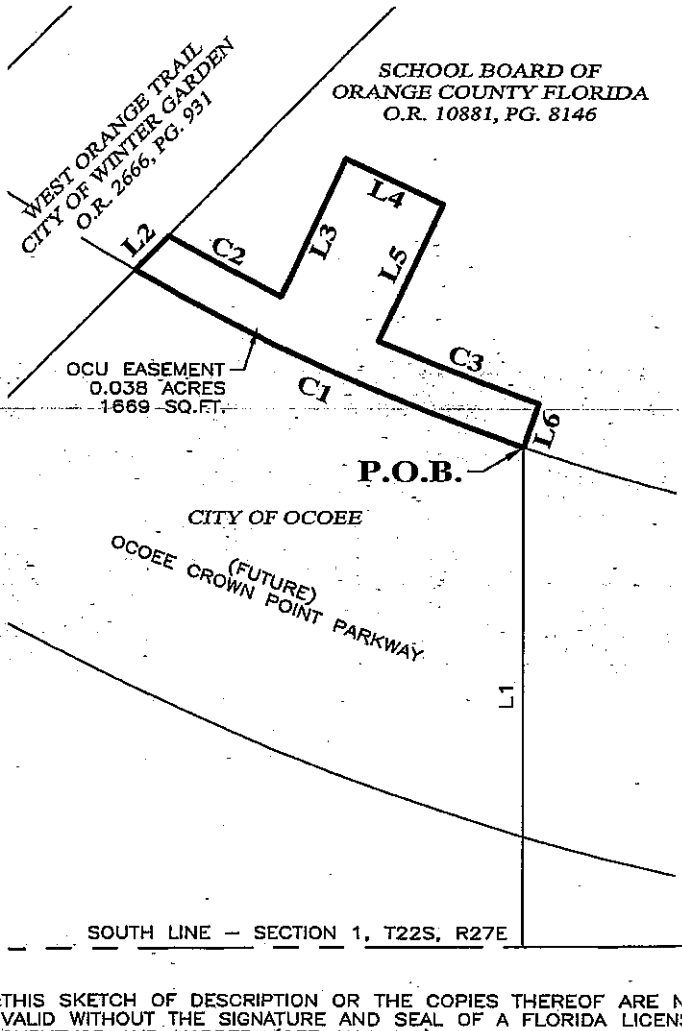
PROJECT NAME: OCPS OTC AT WESTSIDE CAMPUS SITE 73-T-W-7
PURPOSE: UTILITY EASEMENT
PERMIT NUMBERS: 22-U-096

0 40 80

GRAPHIC SCALE 1"=40'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	500.00'	10°42'00"	N65°50'18"W	93.24'	93.37'
C2	490.00'	03°18'24"	S62°27'52"E	28.27'	28.28'
C3	490.00'	04°22'08"	S69°00'06"E	37.35'	37.36'



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°00'00"W	107.57'
L2	N44°55'46"E	10.38'
L3	N25°16'24"E	32.90'
L4	S64°43'36"E	23.08'
L5	S25°16'24"W	32.60'
L6	S18°42'18"W	10.00'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
M.B.	MAP BOOK
PG./PGS.	PAGE/PAGES
SQ.FT.	SQUARE FEET
T	TOWNSHIP
R	RANGE
LB	LICENSED BUSINESS
OCU	ORANGE COUNTY UTILITIES

THIS SKETCH OF DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1)

REVISION: 01/05/2024 UPDATED PROJECT NAME

LEADING EDGE LAND SERVICES INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
WHARTON-SMITH, INC.

THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREIN

THIS IS NOT A SURVEY

DATE OF DRAWING: 29 NOV 2023	
MANAGER: MB	CADD: JAA
PROJECT NUMBER: 299-22038	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 299038_SD2.DWG	
SCALE: 1" = 40'	SHEET 2 OF 2

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 3

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of the 429 Business Center Plat. (Development Engineer Keaton)

Background Summary:

The 429 Business Center property is located at 450 Ocoee Apopka Road, approximately 2,184 feet north of the intersection of Silver Star Road and Ocoee Apopka Road, between the west side of Ocoee Apopka Road and east side of Pine Street. The property parcels included in the plat consist of Parcel ID numbers 18-22-28-0000-00-006, 18-22-28-0000-00-105, 18-22-28-0000-00-106, and 18-22-28-0000-00-005.

This plat is required in order to create two new lots (Lot #1 and #2), Tract A - Corporate Park Road (50' public Right of Way) and Tract B, (24.50' of Public Right of Way). The plat also shows a 50' Drainage Easement over the NW ditch system per O.R. 901, pg. 209.

The 429 Business Center is platting during the development of 429 Business Center Phase 2, which is near substantial/Certificate of Completion; therefore, the developer is not required to provide a Plat Surety covering any outstanding proposed improvements as approved in the Large-Scale Site Plans since there will be a 2-year warranty surety provided by the developer at the sitework closeout phase.

Issue:

Should the Honorable Mayor and City Commissioners approve the plat for 429 Business Center Lot 1, Lot 2, Tract A and Tract B.

Recommendations:

Staff respectfully recommends the Honorable Mayor and City Commissioners approve the plat for 429 Business Center Lot 1, Lot 2, Tract A and Tract B.

Attachments:

1. 429 Business Center Plat

Financial Impacts:

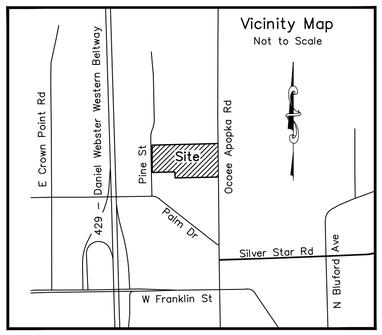
There is no financial impact for approval of the Plat.

Type of Item: Consent

429 Business Center

A portion of the Northwest 1/4 of Section 18, Township 22 South, Range 28 East, City of Ocoee, Orange County, Florida

Sheet 1 of 1

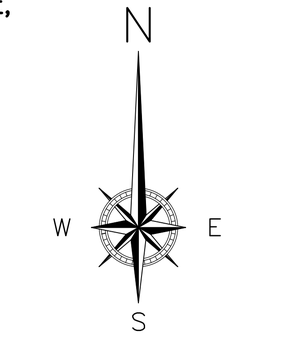


Property Description

A parcel of land being a portion of the Northwest 1/4 of Section 18, Township 22 South, Range 28 East, Orange County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 18, Township 22 South, Range 28 East, Orange County, Florida; thence South 00°48'01" East, along the East line of said Northwest 1/4, a distance of 323.07 feet; thence, departing said East line, South 88°39'35" West a distance of 30.00 feet to the West right of way line of Ocoee Apopka Road, a variable width public right of way and POINT OF BEGINNING; thence South 00°48'01" East, along said West right of way line, a distance of 633.38 feet; thence South 88°57'28" West a distance of 614.70 feet; thence South 00°45'43" East a distance of 20.86 feet; thence South 88°11'15" West a distance of 176.20 feet; thence North 00°12'57" West a distance of 2.93 feet to a point on the South line of the North 1/2 of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 18; thence South 88°25'49" West, along said South line of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 18, a distance of 17.06 feet to a point on the East line of the West 448.00 feet of North 1/2 of Southwest 1/4 of Northeast 1/4 of said Northwest 1/4 of Section 18, thence North 00°26'58 West, along said East line, a distance of 120.02 feet; thence South 88°25'49" West, a distance of 438.08 feet to a point on the East Right of Way line of Pine Street according to that Special Warranty Deed recorded in Instrument number 20200486135 of the Public Records of Orange County, Florida; thence North 00°26'58" West, along said East Right of Way line of Pine Street, a distance of 531.42 feet to the North line of the South 1/2 of the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 18; thence North 88°39'35" East, along said North line, a distance of 1242.02 feet to the POINT OF BEGINNING.

Contains 17.11 acres, more or less.



Legend and Abbreviations

R/W	denotes right of way
P.B.	denotes Plat Book
O.R.	denotes Official Records Book
Pg.	denotes Page
PRM	denotes permanent reference monument
PSM	denotes Professional Surveyor and Mapper
LB	denotes Licensed Business
UE	denotes Utility Easement
DE	denotes Drainage Easement
(BB)	denotes basis of bearings
℄	denotes center line of right of way
●	denotes change of direction
■	denotes Set 4" x 4" concrete monument and disk stamped 'PRM PSM 5205', unless otherwise noted

Notes

1. Bearings shown hereon are based on the East line of the Northwest 1/4 of Section 18, Township 22 South, Range 28 East being assumed as South 00°48'01" East.

2. Tract A and B are right of way tracts to be dedicated to the City of Ocoee and the perpetual use of the public.

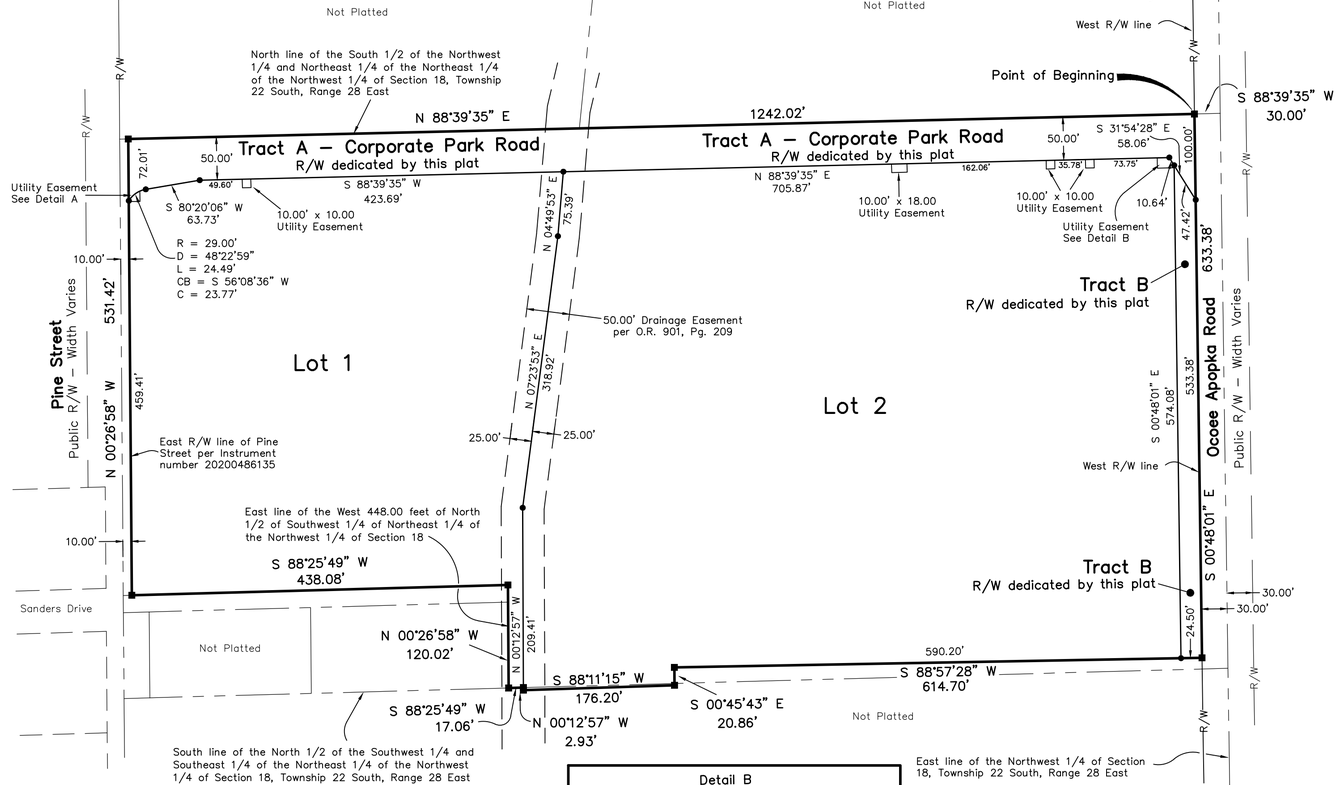
3. All platted Utility Easements shall also be non-exclusive easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This paragraph shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Further, such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

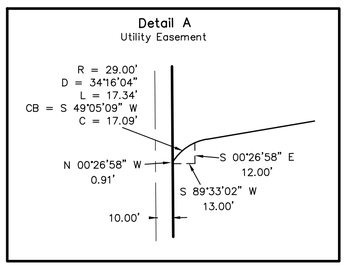
4. Property is subject to that certain Easement by and between SFG Ocoee Owner, LP and Duke Energy Florida, LLC recorded March 19, 2024, in Official Records Instrument Number 20240159903, Public Records of Orange County, Florida. (Document describes a 20.00' wide easement, 10.00 feet on either side of the installed facilities. No facilities were marked at the time of survey and easements areas are not shown hereon)

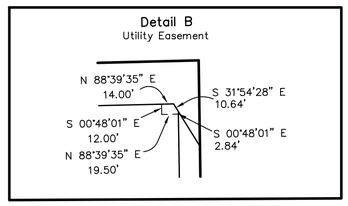
5. City of Ocoee Utilities and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that reasonably interfere with the normal operation or maintenance of the utilities and any facilities placed within the utility easements thereon by utility providers or their assigns. The owner of the real property depicted on this plat agrees not to build, construct or create any buildings or other structures on the herein granted utility easements that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

6. Any irrigation or hardscape installed within the herein granted utility easements that will impede the ability of the City of Ocoee Utilities and its assigns to maintain or repair the utility facilities installed thereon shall be restored at the expense of the owner of the real property.

7. The obligation of the City of Ocoee Utilities and its assigns to restore landscaping within the herein granted utility easements shall be limited to an obligation to restore landscaping to landscaping standards for City of Ocoee right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards.







Benchmark Surveying & Mapping, LLC
Certificate of Authorization Number – LB–7874
Post Office Box 771065, Winter Garden, Florida 34777–1065
3110 Red Fox Run, Kissimmee, Florida 34746
(407) 509–9674 www.benchmarksurveyingandmapping.com

Notice

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

PLAT BOOK PAGE

429 Business Center

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That SFG OCOEE OWNER, LP, a Delaware limited partnership, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed, including as set forth in the plat notes, and dedicates Tracts A and B and the Utility Easements to the City of Ocoee, Florida and the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the officer named below on _____.

SFG OCOEE OWNER, LP, a Delaware limited partnership

Signature: _____

Printed Name: _____

Title: _____

Signed in the presence of:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notorization, this _____day of _____, 2025, by _____ of SFG OCOEE OWNER, LP, a Delaware limited partnership, who is personally known to me or has produced _____ as identification.

Notary Public Signature _____

Printed Notary Public Name _____

Commission # _____

Expiration Date _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and Professional Land Surveyor, does hereby certify that on May 21, 2024 completed a survey of said lands shown in the foregoing plat was prepared under his responsible direction and complies with all requirements of Florida Statutes, Chapter 177, Part 1 and that the permanent reference monuments have been placed as required by Florida Statutes, Chapter 177, Part 1; and that said land is located in the City of Ocoee, Orange County, Florida.

Signed _____ Date _____
Billy Joe Jenkins, Jr.
Florida Professional Surveyor and Mapper License # 5205
Benchmark Surveying and Mapping, LLC
Certificate of Authorization Number 7874
3110 Red Fox Run, Kissimmee, Florida 34746
P.O. Box 771065, Winter Garden, Florida 34777–1065

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY that this plat has been reviewed for the conformity to the requirements of Chapter 177, Part I of Florida Statutes. No confirmation of mathematical closure or the placement of PRM's and PCP's in the field was made in this review.

By: _____ Date: _____
Max Ramos, Professional Surveyor and Mapper
State of Florida Licensed Number 6458
WSP USA Environmental & Infrastructure Inc. LB 7932
550 Northlake Boulevard, Suite 1000
Altamonte Springs, Florida 32701

CERTIFICATE OF APPROVAL BY THE BOARD OF CITY COMMISSIONERS

THIS IS TO CERTIFY, that on _____ 2025, the foregoing plat was approved by the City Commissioners of Ocoee, Florida

_____ _____
City Attorney Mayor of Ocoee

Attest: _____
City Clerk

CERTIFICATE OF APPROVAL BY THE DEVELOPMENT SERVICES DIRECTOR

Examined and Approved _____
Development Services Director

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on _____ as File No. _____

County Comptroller in and for Orange County, Florida.

By: _____

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 4

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Replace the Base Station for the Sensus FlexNet Metering System. (Utilities Director Bolling)

Background Summary:
As part of the approved City of Ocoee Budget for Fiscal Year 2024-2025, the Water Field Capital Improvement budget includes $70,000.00 to replace the communication base station for the Sensus FlexNet® Water Metering System. The communication base station is the radio read system that collects customer consumption data from the City's smart water meters and transmits this data for utility billing. Base stations have a typical life span of 10 years. This base station is the oldest of the City's three (3) stations, was installed in 2010, and utilizes outdated technology that has reached the end of its useful life.

Core & Main, who is the sole source provider of Sensus products, has provided a quote of $72,340.02 to install a new base station that is supported by a five-year protection plan. While this is higher than the budgeted amount, Staff was able to realize savings on other capital improvement projects and apply those funds to cover the overage for this project.

Issue:
Should the Honorable Mayor and City Commissioners approve to contract Core & Main to replace the base station for the Sensus FlexNet® Metering System?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to contract Core & Main to replace the base station for the Sensus FlexNet® Metering System. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:
1. Ocoee Base Stations Bid Proposal

Financial Impacts:
None, as this a Water Field Capital Improvement funded project.

Type of Item: Consent

Bid Proposal for Ocoee Base Stations

CUSTOMER

OCOEE, CITY OF
STOCK
1 NORTH BLUFORD AVE
OCOEE, FL 34761

Job
Ocoee Base Stations
Orlando, FL
Bid Date: 01/03/2025
Bid #: 3937246

CONTACT

Sales Representative
Jason Milhorn
(T) 407-450-2425
Jason.Milhorn@coreandmain.com

Core & Main
590 Ferguson Dr
Orlando, FL 32805
(T) 4072911545

NOTES

Bid Proposal for Ocoee Base Stations

OCOEE, CITY OF
Job Location: Orlando, FL
Bid Date: 01/03/2025
Core & Main Bid #: 3937246

Core & Main
590 Ferguson Dr
Orlando, FL 32805
Phone: 4072911545
Fax: 4072912006

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10	1	NS	M420 BASE STATION	EA	40,606.72	40,606.72
20	1	NS	BASE STATION INSTALL	EA	20,000.00	20,000.00
30	1	NS	5 YEAR PROTECTION PLAN	EA	11,733.30	11,733.30
					Sub Total	**72,340.02**
					Tax	0.00
					Total	**72,340.02**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 5

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Locke Well & Pump as the Single Source Vendor for Well Inspections, Repairs and Equipment. (Utilities Director Bolling)

Background Summary:

The City of Ocoee's water treatment plants use wells to extract water from the Floridan Aquifer and, after the water is treated, High Service Pumps (HSP) are used to pump treated water into the City's water distribution system. The Utilities Department utilizes a rolling 10-year maintenance plan to schedule and budget well inspections and fund the repair or replacement of pumps, motors and other appurtenances used to maintain the City of Ocoee's potable water supply. There are a limited number of contractors with the necessary qualifications to provide well inspections and make required repairs. For several years, Locke Well & Pump has consistently provided the lowest bid for well inspections & equipment against other qualified contractors (Florida Armature Works, PSI Technology, Power & Pump, Mader Electric and CMS Florida) and provide outstanding service when needed. As such, the City of Ocoee has issued purchase orders totaling $79,184.45 with Locke Well & Pump this fiscal year, which brought the cumulative total over the City Manager's approval level of $49,999.99.

Issue:

Should the Honorable Mayor and City Commissioners approve Locke Well & Pump as the Single Source vendor for well inspections, repairs and equipment?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve Locke Well & Pump as the Single Source vendor for well inspections, repairs and equipment. Staff also recommends the City Manager be authorized to approve future purchases with Locke Well & Pump up to the limit of his purchasing authority for each purchase, not to exceed the budgeted amount, each fiscal year.

Attachments:

1. FY24-25 Locke Well & Pump Purchase Orders with Competitor Quotes

Financial Impacts:

This item is adequately funded in the budget.

Type of Item: Consent

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

EMERGENCY

PURCHASE ORDER: 1429665

*** * * * * VENDOR * * * * ***

LOCKE WELL & PUMP COMPANY
3685 OLD WINTER GARDEN RD
ORLANDO FL 32805-1066

*** * * * * DELIVER TO * * * * ***

Wastewater Treatment Plant
1800 A D MIMS RD
OCOEE FL 34761-4001

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
10.17.2024	**11.16.2024**		**dest**	**Net 30**		**MHILL**

Requisition No	Vendor No	Vendor Phone	Email Address	Jobs
UT004699	**7890-1**	**(407)299-8888**	**sales@lockewell.com**	**RR040-25**

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		REPLACEMENT OF TWO 100 HSP MOTORS AT SWP-THESE MOTORS ARE ESSENTIAL TO OPERATIONS AT THE SWTP	11,316.4600	11,316.46	410-533-00-4608
				** TOTAL **	11,316.46	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS & PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

ESTIMATE #E24-0090

Procurement Manager

Locke Well & Pump Company
Sales and Service Since 1952

3685 OLD WINTER GARDEN RD
ORLANDO, FL 32805
PH: 407-299-8888 / Fax: 407-578-1840
Email: Sales@lockewell.com

Estimate

Date	Estimate #
9/25/2024	E24-0090

Name / Address	Ship To
City Of Ocoee Attn: Accounts Payable 1 N Bluford Ave. Ocoee, FL 34761	City Of Ocoee 1 N Bluford Ave. Ocoee, FL 34761 407-427-6336

Terms	Due Date	Rep
Net 15	10/10/2024	DD

Qty	Description
2	100hp, 1785rpm, 460V, Inverter Duty, ODP, Horizontal US Motor Cat#D100V2B ** Freight Included ** 2 Instock Today

Estimate $11,316.46

MADER ELECTRIC MOTORS
JOHN MADER ENT., INC
7401 Adamo Drive
Tampa, FL 33619
(813) 626-2000
Fax (813) 626-2002

Estimate

Date	Estimate #
9/23/2024	89714

Name / Address:
City of Ocoee

Qty	Description	Cost	Total
2	Baldor 100HP Motor # EM2555T, 3ph, 460volt, 1785rpm, 404T Frame ODP, (no thermals installed in motor) 3-5 days delivery (Freight included)	8,995.50	17,991.00

Subtotal	$17,991.00
Sales Tax (0.0%)	$0.00
Total	$17,991.00

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

PURCHASE ORDER: 1429902

*** * * * * VENDOR * * * * ***

LOCKE WELL & PUMP COMPANY
3685 OLD WINTER GARDEN RD
ORLANDO FL 32805-1066

*** * * * * DELIVER TO * * * * ***

Wastewater Treatment Plant
1800 A D MIMS RD
OCOEE FL 34761-4001

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
01.03.2025	**02.02.2025**		**dest**	**Net 30**		**MHILL**

Requisition No	Vendor No	Vendor Phone	Email Address	Jobs
UT004734	**7890-1**	**(407)299-8888**	**sales@lockewell.com**	**RR040-25**

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		PULL, INSPECT, AND REPAIR SOUTH WATER PLANT WELL 2-TO MAINTAIN THE POTABLE WATER SYSTEM	14,372.5000	14,372.50	410-533-00-4608
				** TOTAL **	14,372.50	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS & PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

ESTIMATE #E24-0106

Procurement Manager

Locke Well & Pump Company
Sales and Service Since 1952

3685 OLD WINTER GARDEN RD
ORLANDO, FL 32805
PH: 407-299-8888 / Fax: 407-578-1840
Email: Sales@lockewell.com

Estimate

Date	Estimate #
11/14/2024	E24-0106

Name / Address	Ship To
City Of Ocoee Attn: Accounts Payable 1 North Bluford Ave Ocoee, FL 34761	City Of Ocoee Forest Oaks Water Plant 407-427-6336

Terms	Due Date	Rep
Net 15	1/3/2024	DD

Description	Qty	Cost	Total
Serive to pull and inspect 12" flanged pipe and turbine pump	1	3,650.00	3,650.00
1 Day crane and rigging - Removal	1	1,950.00	1,950.00
Video well while pump is out	1	3,022.50	3,022.50
Serive to reinstall 12" pipe and turbine pump	1	3,800.00	3,800.00
1 Day crane and rigging - Reinstall	1	1,950.00	1,950.00

Subtotal	$14,372.50
Sales Tax (6.5%)	$0.00
Total	$14,372.50

Contract Management Services Florida LLC
1402 Carreno Estates Lane Lutz, Florida 33549
MAIL ALL PAYMENTS TO- P.O. Box 17711
Tampa, FL 33682

(352) 232-7784

ESTIMATE

DATE	ESTIMATE #
12/05/2024	1084

BILL TO:
City of Ocoee
1800 A D Mims Road
Ocoee, FL 34761

SHIP TO:
City of Ocoee
1800 A D Mims Road
Ocoee, FL 34761

General	P.O. NUMBER	TERMS	PROJECT
Well #2		Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1.00	Service and Pull Well #2 at South Water Plant. Estimate Includes Video of Well and Inspection of Pump and Reinstallation	$17,500.00	$17,500.00

Thank you for allowing CMSF to quote your Needs.

TOTAL **$17,500.00**

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

PURCHASE ORDER: 1429903

*** * * * * VENDOR * * * * ***

LOCKE WELL & PUMP COMPANY
3685 OLD WINTER GARDEN RD
ORLANDO FL 32805-1066

*** * * * * DELIVER TO * * * * ***

Wastewater Treatment Plant
1800 A D MIMS RD
OCOEE FL 34761-4001

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
01.03.2025	**02.02.2025**		**dest**	**Net 30**		**MHILL**

Requisition No	Vendor No	Vendor Phone	Email Address	Jobs
UT004739	**7890-1**	**(407)299-8888**	**sales@lockewell.com**	**RR040-25**

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		PURCHASE FOR WELL #2 AT SOUTH WATER PLANT 150 HSP MOTOR-TO MAINTAIN QUALIT POTABLE WATER IN THE CITY OF OCOEE	22,460.1200	22,460.12	410-533-00-4608
				** TOTAL **	22,460.12	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS & PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

ESTIMATE #E24-0091

Procurement Manager

PSI Technologies Inc

3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 954-410-0175 Email: nikki@psi-techinc.com

Quotation

Company:	City of Ocoee	Date: 12.17.2024	
Contact:	Mark Brownold	Quote# QNB121724B	
Street:		Quote Valid: 01.30.2025	
CSZ:		Terms: Net 30	
Phone:		Shipping: Included	
Email:	MBrownold@ocoee.org	Prepared By: Nikki Blews	

Quantity	Description	Unit Price	Total Price
	City of Ocoee 150HP Nidec Motor		
1 each	CHT150V2CLG Nidec: Premium efficiency, 150HP, TEFC, 460V, 1800RPM	$31,215.00	$31,215.00
	Lead time 7-10 days.		
	Total Pricing as Described:		**$31,215.00**

'Quality Products, Professionally Applied, Exceptional Service and Support'

Florida Armature Works, Inc.
2460 Smith Street
KISSIMMEE, FL 34744-2446 US
(407) 846-1745
www.flarmworks.com

Quote

ADDRESS
City of Ocoee Attn: ACCOUNTS PAYABLE 150 N. Lakeshore Drive Ocoee, FL 34761-2258

SHIP TO
City of Ocoee Ocoee Utility Department 1800 A.D. Mims Road Ocoee, FL 34761 Larry Miller

QUOTE #	DATE	
11066SB	12/16/2024	

DESCRIPTION	QTY	RATE	AMOUNT
150 HP U.S. VHS Motor *Sold New* Catalog #: CHT150V2CLG ID # X 11 20161045-0001 R 0001 (Provided) 1790 RPM, TEFC, 460V 447TP - Frame • Shaft Slinger - Pulley End • Corro-Duty • CCW Rot. FODE w/Rotation Arrow • Ground Lug In Conduit Box • Aegis Grd Ring/Grd Term on Frm • Insul. Bearing - Upper Bracket • 115 Volt Space Heaters • MOTOR IN STOCK AT NIDEC	1	28,267.00	28,267.00

SUBTOTAL	28,267.00
TAX	0.00
TOTAL	**$28,267.00**

Accepted By

Accepted Date

Locke Well & Pump Company
Sales and Service Since 1952

3685 OLD WINTER GARDEN RD
ORLANDO, FL 32805
PH: 407-299-8888 / Fax: 407-578-1840
Email: Sales@lockewell.com

Estimate

Date	Estimate #
12/17/2024	E24-0091

Name / Address	Ship To
City Of Ocoee Attn: Accounts Payable 1 N Bluford Ave. Ocoee, FL 34761	City Of Ocoee 1 N Bluford Ave. Ocoee, FL 34761 407-427-6336

Terms	Due Date	Rep
Net 15	1/1/2025	DD

Qty	Description
1	150hp, 1790rpm, 460V, 447TP frame, Type TUCI, Premium Efficient, Inverter Duty, Catalog # CHT150V2CLG, Model # FU38, US VHS Motor
	*** Free Freight

Estimate $22,460.12

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

PURCHASE ORDER: 1429919

*** * * * * VENDOR * * * * ***

LOCKE WELL & PUMP COMPANY
3685 OLD WINTER GARDEN RD
ORLANDO FL 32805-1066

*** * * * * DELIVER TO * * * * ***

Wastewater Treatment Plant
1800 A D MIMS RD
OCOEE FL 34761-4001

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
01.08.2025	**02.07.2025**		**dest**	**Net 30**		**MHILL**

Requisition No	Vendor No	Vendor Phone	Email Address	Jobs
UT004740	**7890-1**	**(407)299-8888**	**sales@lockewell.com**	**RR040-25**

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		PURCHASE FOR WELL #3 FOREST OAKS WATER PLANT 250 HSP MOTOR-TO MAINTAIN QUALITY POTABLE WATER IN THE CITY OF OCOEE	21,416.1500	21,416.15	410-533-00-4608
				** TOTAL **	21,416.15	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS & PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

ESTIMATE #E24-0126

Procurement Manager

Locke Well & Pump Company
Sales and Service Since 1952

3685 OLD WINTER GARDEN RD
ORLANDO, FL 32805
PH: 407-299-8888 / Fax: 407-578-1840
Email: Sales@lockewell.com

Estimate

Date	Estimate #
12/18/2024	E24-0126

Name / Address	Ship To
City Of Ocoee Attn: Accounts Payable 1 N Bluford Ave. Ocoee, FL 34761	City Of Ocoee Forest Oaks Water Plant 407-427-6336

Terms	Due Date	Rep
Net 15	1/2/2025	DD

Qty	Description
1	250HP, 1800 RPM, 460V, H445TP, 3PH, WPI - US VHS Motor
	*** Free Freight

Estimate $21,416.15

PSI Technologies Inc

3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 954-410-0175 Email: nikki@psi-techinc.com

Quotation

Company:	City of Ocoee	Date: 12.17.2024	
Contact:	Mark Brownold	Quote# QNB121724A	
Street:		Quote Valid: 01.30.2025	
CSZ:		Terms: Net 30	
Phone:		Shipping: Included	
Email:	MBrownold@ocoee.org	Prepared By: Nikki Blews	

Quantity	Description	Unit Price	Total Price
	City of Ocoee 250HP Nidec Motor		
1 each	HO250P2SLHX (replaces HO250S2SLHX) Nidec: Premium efficiency, 250HP, WPI, 460V, 1800RPM	$29,765.00	$29,765.00
	Lead time 7-10 days.		
	Total Pricing as Described:		**$29,765.00**

'Quality Products, Professionally Applied, Exceptional Service and Support'

Florida Armature Works, Inc.
2460 Smith Street
KISSIMMEE, FL 34744-2446 US
(407) 846-1745
www.flarmworks.com

Quote

ADDRESS
City of Ocoee Attn: ACCOUNTS PAYABLE 150 N. Lakeshore Drive Ocoee, FL 34761-2258

SHIP TO
City of Ocoee Ocoee Utility Department 1800 A.D. Mims Road Ocoee, FL 34761 Larry Miller

QUOTE #	DATE	
11071SB	12/17/2024	

DESCRIPTION	QTY	RATE	AMOUNT
250 HP U.S. Motor **SOLD NEW** ID # W 10 7633024-0011 R0006 Cat # HO250P2SLHX 1800 RPM, H445TPA - Frame 460V, WP1 * 1 11/16” standard coupling – Coupling size must be specified when ordering * Shipping is included	1	27,950.00	27,950.00

SUBTOTAL	27,950.00
TAX	0.00
TOTAL	**$27,950.00**

Accepted By

Accepted Date

CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

EMERGENCY

PURCHASE ORDER: 1429665

*** * * * * VENDOR * * * * ***

LOCKE WELL & PUMP COMPANY
3685 OLD WINTER GARDEN RD
ORLANDO FL 32805-1066

*** * * * * DELIVER TO * * * * ***

Wastewater Treatment Plant
1800 A D MIMS RD
OCOEE FL 34761-4001

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
10.17.2024	**11.16.2024**		**dest**	**Net 30**		**MHILL**

Requisition No	Vendor No	Vendor Phone	Email Address	Jobs
UT004699	**7890-1**	**(407)299-8888**	**sales@lockewell.com**	**RR040-25**

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		REPLACEMENT OF TWO 100 HSP MOTORS AT SWP-THESE MOTORS ARE ESSENTIAL TO OPERATIONS AT THE SWTP	11,316.4600	11,316.46	410-533-00-4608
				** TOTAL **	11,316.46	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
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6. INSURANCE REQUIREMENTS HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

ESTIMATE #E24-0090

Procurement Manager

Locke Well & Pump Company
Sales and Service Since 1952

3685 OLD WINTER GARDEN RD
ORLANDO, FL 32805
PH: 407-299-8888 / Fax: 407-578-1840
Email: Sales@lockewell.com

Estimate

Date	Estimate #
9/25/2024	E24-0090

Name / Address	Ship To
City Of Ocoee Attn: Accounts Payable 1 N Bluford Ave. Ocoee, FL 34761	City Of Ocoee 1 N Bluford Ave. Ocoee, FL 34761 407-427-6336

Terms	Due Date	Rep
Net 15	10/10/2024	DD

Qty	Description
2	100hp, 1785rpm, 460V, Inverter Duty, ODP, Horizontal US Motor Cat#D100V2B ** Freight Included ** 2 Instock Today

Estimate $11,316.46

MADER ELECTRIC MOTORS
JOHN MADER ENT., INC
7401 Adamo Drive
Tampa, FL 33619
(813) 626-2000
Fax (813) 626-2002

Estimate

Date	Estimate #
9/23/2024	89714

Name / Address:

City of Ocoee

Qty	Description	Cost	Total
2	Baldor 100HP Motor # EM2555T, 3ph, 460volt, 1785rpm, 404T Frame ODP, (no thermals installed in motor) 3-5 days delivery (Freight included)	8,995.50	17,991.00

Subtotal	$17,991.00
Sales Tax (0.0%)	$0.00
Total	$17,991.00

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 6

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace a Mobile Generator. (Utilities Director Bolling)

Background Summary:

The City of Ocoee Utilities Department currently operates and maintains seventy wastewater lift stations that collect and pump sewage from their respective areas to the City's wastewater treatment plant. During widespread power outages and extreme weather events, the Utilities Department deploys five mobile generators to combat power outages at the wastewater lift stations and avoid catastrophic failures. During preventative maintenance, generator #959, a 19-year old generator, experienced a total mechanical failure. Due to the advanced age of the now inoperable generator, repairs are both cost prohibitive and unreliable. Staff recommends upgrading the replacement generator with a 100-kilowatt unit that can provide backup power supply redundancy by also meeting the high-power demands at the City's larger wastewater lift stations. The upgraded generator provides emergency backup power supply and supports the Utilities Department ongoing resiliency efforts.

The City is a member of the Sourcewell, a cooperative purchasing agency that has the legal authority to do national solicitations or national bids for competitive pricing. A replacement mobile generator is available for purchase under Sourcewell Contract #09222-CAT at a total cost of $103,470.58

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the Sourcewell Cooperative Purchasing Contract to purchase a mobile generator, from Ring Power CAT?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve to purchase a mobile generator from Ring Power CAT utilizing Sourcewell Contract #09222-CAT. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Quote

Financial Impacts:

This project will be fully funded using capital improvement funds.

Type of Item: Consent

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	4752 Capital Circle NW	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Tallahassee, FL 32303	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 1/6/2024

QUOTATION NO: MB25-002

CUSTOMER NAME: City of Ocoee
ADDRESS:
CITY/STATE/ZIP: , FL
CONTACT: Bruce
PHONE:

ESTIMATED SHIPPING LEAD TIME: stock and subject to prior sale weeks or depending on stock
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: **6 weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: FL
PROJECT NAME: Ocoee

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		

Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Source well Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # #092222-CAT**. Ring Power is authorized to use Source well for Federal, State & Local Government projects.**

For your reference, your Sourcewell Member ID is 75029

One (1) New Caterpillar Diesel Generator – Model Rated 100 KW standby at 0.8 PF, 480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

C04DF82_I 480V 60 HZ (XQ125) DS
3 PHASE NEMA LOCK RECEPTACLE List $525.00

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Mark Barbarulo*
Mark Barbarulo, EPG Sales. Central Florida

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
ALT SPACE HEATER	List $332.00	
480V 60 HZ (XQ125) DS	List $101,308.00	
OPTIONAL CONNECTION GROUP	List $2,086.00	
HITCH PINTLE	List $91.00	
TRAILER- HYDRAULIC BRAKES XQ60	List $6,385.00	
IVR12 PERMANENT MAGNET	List $1,185.00	
BATTERY CHARGER UL10A 120VAC	List $608.00	
JACKET WATER HTR XQ35/60/125BM	List $82.00	

Total LIST Price for Above for CAT Items	**$ 112,602.00**	
Sourcewell DISCOUNT – 21% off from List Price	($23,646.42)	
CAT Genset Price with Sourcewell Discount	**$88,955.58**	**$88,955.58**

CAT DEALER ADDITIONS:
All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract

• Freight -Factory to Ring Power		$3,675.00
• Freight Orlando Ring Power – to site		$2,850.00
• One day training on customer site		$2,955.00
• One day start up at Orlando shop		$5,035.00
Total cost # 120617-CAT		**$103,470.58**

Purchase orders must include the current Source well Contract Number 120617-CAT

Ring Power invoices in full for Equipment & Services at the time of delivery. If Installation and/or Start-up Services need to be invoiced for separately, please advise. A schedule of values will be provided prior to the Purchase Order process to avoid payment delays on equipment delivered.

Exceptions & Clarifications:

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Exceptions & Clarifications:

NOTE:

********DUE TO THE VOLATILITY OF THE MATERIALS MARKET, ALL PROJECTS WILL BE RE-PRICED AT TIME OF RELEASE TO PRODUCTION. ANY INCREASE OR DECREASE WILL BE ASSESSED AND APPLIED AT THAT TIME.**
BASED ON RECENT MATERIAL COSTING, ESTIMATED PRICING ESCALATION IS 10% INCREASE PER MONTH ON ENCLOSURES,TANKS AND GENERATORS.*******

Notice to Buyer:

The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."

NOTE:

1. The above price includes start-up, testing, and customer training.
2. No, fuel is included.
3. No third party testing or NETA testing included and is by others.
4. No sales tax included
5. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
6. In some cases the enclosure, tank and exhaust are shipped loose, installation is by others.
7. Work to be done during normal business hours 8am to 4pm.
8. Proposal is based on information supplied by the Customer.
9. Generators that come with an **800 amp breaker** or larger are supplied with buss bar, Lugs are by others.
10. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
11. Ring Power will be supplying equipment as described in the attached documentation.
12. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
13. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.
14. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer.

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo
Mark Barbarulo
Ring Power Systems, Generator Sales Central Florida,
407-472-6231 Office - 407-472-6271 Fax - 407-383-5840 Cell

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Mark.barbarulo@ringpower.com

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 7

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback City of Zephyrhills Contract to Rehabilitate City of Ocoee Lift Stations. (Utilities Director Bolling)

Background Summary:

As part of the approved City of Ocoee budget for Fiscal Year 2024-2025, the Wastewater Facilities Repair & Replacement (R&R) and Wastewater Field Appurtenance includes the funds to rehabilitate Lift Stations #11 (Oak Forest Apts), #20 (Johio Bay), #31 (Admiral Point), and #41 (Olympia PUD) in the amount of $71,800.00. In addition to the budgeted items, Staff identified additional hurricane resilience infrastructure improvements needed at Lift Station #27 (Reflections). Increases in storm intensity and frequency have resulted in Lift Station #27 being submerged during major storm events, creating station access and safety issues. The most time and cost-effective solution to rehabilitate all (5) lift stations is to contract a single company to complete the work. RCM Utilities is currently under contract with the City of Zephyrhills for "Water & Wastewater Miscellaneous Construction/Maintenance Service" and provided quotes for each lift station for a total cost of $190,083.55. While this is higher than the budgeted amount, both the Wastewater Facilities Repair & Replacement (R&R) and Wastewater Field Appurtenance accounts have additional funds available and will apply those funds to cover the overage for this project. Staff continues to assess the R&R project list to be responsive to critical infrastructure needs while maintaining a proactive R&R program.

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the City of Zephyrhills Contract 41-19-30C to rehabilitate Lift Stations #11 (Oak Forest Apts), #20 (Johio Bay), #31 (Admiral Point), #41 (Olympia PUD), and Lift Station #27 (Reflections)?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the rehabilitation of Lift Stations #11 (Oak Forest Apts), #20 (Johio Bay), #31 (Admiral Point), #41 (Olympia PUD), and Lift Station #27 (Reflections) by utilizing the City of Zephyrhills Contract 41-19-30C. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. RCM Utilities & City of Zephyrhills Agreement
2. Lift Station 11 Risers Estimate
3. Lift Station 20 Wet Well Rehab Estimate
4. Lift Station 27 Rehab Estimate

5. Lift Station 31 Rehab Estimate
6. Lift Station 41 Risers Estimate

Financial Impacts:
This project is fully funded using funds from both the Wastewater Facilities Repair & Replacement (R&R) and Wastewater Field Appurtenance accounts.

Type of Item: Consent

RENEWAL OF AGREEMENT FOR RCM UTILITIES 41-19-30C

THIS AGREEMENT made and entered into effective 8 day of August, 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **RCM Utilities**, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and CONTRACTOR entered into an Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing August 12, 2019, and ending August 11, 2022, provided for one (1), three (3) year renewal, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **THAT** the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019, will exercise the three (3) year renewal option through August 11, 2025.
2. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

By: _____ August 8, 2022
Jodi Wilkeson, Council President Date

ATTEST:

_____
Lori L. Hillman, City Clerk

COMPANY NAME RCM Utilities, LLC

By: Christopher R Creech 7/26/22
Print Name of Representative Date

_____
Signature of Representative

ATTEST:

_____
Corporate Secretary

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities,** a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** "Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $ 1,000,000(this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered
In the presence of:

Witness

Witness

CITY OF ZEPHYRHILLS

Kenneth M. Burgess, Jr., Council President

Attest:
Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

Witness John C. Riggs

Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager

Exhibit A

SUBMIT BID RESPONSE TO:		REQUEST FOR PROPOSAL
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement

PURCHASING AGENT: Karen Miller	AN EQUAL OPPORTUNITY EMPLOYER	
Phone: 813-780-0000 x3536	FLORIDA TAX EXEMPT	#85-8012740166C-4
Email: Purchasing1@ci.zephyrhills.fl.us	FEDERAL IDENTIFICATION NUMBER	#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, https://www.bidnetdirect.com/

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019 **TIME:** 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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City of Zephyrhills
RFP Response Form

PROJECT IDENTIFICATION NUMBER: 35-19–01
PROJECT NAME: Water & Wastewater Miscellaneous Construction Services
RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- ☐ **RFP Acceptance**
- ☐ **Drug Free Workplace Form**
- ☐ **Non-Collusive Affidavit**
- ☐ **Public Entity Crimes**
- ☐ **Addenda Receipt Acknowledgement**
- ☐ **E-Verify**
- ☐ **TAB 3-References**
- ☐ **TAB 5-Equipment List**
- ☐ **RFP Cover Response Form**
- ☐ **Firm Data Sheet**
- ☐ **Firm Data Sheet-Sub Consultant**
- ☐ **Fee Proposal Form**
- ☐ **TAB 1-Licenses**
- ☐ **TAB 2-Resume**
- ☐ **TAB 4-Office Location**

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ Date _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30)** days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.

1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.

1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.

1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

1.14.1 Indemnification: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for $1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at https://www.bidnetdirect.com/florida/cityofzephyrhills or the City Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted *(mailed or delivered by the deadline listed in the Time Table)* to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies **(a total of six)** shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m.**, EDT. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was receive after the delivery time designated for the receipt and opening of the proposals."

1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.19 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.

1.20 Acceptance of Applicable Policies & Procedures.

1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.

1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.22 Written Selection Process.

Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall I be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.

1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.

1.34 **IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

a) Underground utility contractors
b) General contractors
c) Utility electricians
d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

a) Construction supervision/administration
b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
d) Demolition associated with renovations/retrofits
e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
f) Estimating cost of future projects
g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

a) One (1) year warranty for all service work performed
b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.

a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.

b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.

2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.

2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.

2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed **32**. Each copy must contain the following:

3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.

3.1 **Cover sheet** and Tab Sheets of your response *(Not part of the page count)*

3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. *(Not part of the page count)*

3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.

3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.

3.2.3 The **FIRM DATA SHEET** for the prime firm only.

3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

a. Company name and address.
b. Contracting officer and telephone number.
c. Technical representative and telephone number.
d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points)**. Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. **(Maximum 10 Points).** Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. **(Maximum 10 Points).** Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ❑ Must include list of equipment owned
- ❑ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above *(Not part of the page count)*

- ❑ Proposer's Checklist
- ❑ Firm Data Sheet
- ❑ Firm Data Sheet-Subcontractor
- ❑ Drug Free Workplace
- ❑ Statement of No Response
- ❑ E-Verify
- ❑ RFP Acceptance
- ❑ Public Entity Crimes
- ❑ Addenda
- ❑ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9**. Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
10	Hourly Rates for Personnel & Equipment
100	*Ranking based on 100 point system-maximum*
-5	Missing Documentation

SECTION 5 - FORMS

APPLICANT FIRM NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

_____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

_____

_____

Name/Title/Phone Number of two Principals in the firm:

_____

_____

Present Offices: City/State/Number of personnel for each:

_____

_____

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known_____

Or Produced identification_____
Notary Public – State of _____

_____
My commission expires_____
(Type of Identification)

_____
(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

_____
Officer

_____ *(Company Name)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____
Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

_____ _____
Authorized Signature Date

_____
Printed Name

_____
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this _____ day of _____A.D. 2019

_____(Seal) By:_____
Title:_____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor		
Foreman		
Helper - Labor Only		
Helper with Truck/Trailer		
Backflow Technician		
Other: (EXPLAIN)		
Please provide when after hours would apply		

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:

RCM UTILITIES
100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

RFP 35-19-01
WATER & WASTEWATER MISC. CONSTRUCTION / MAINTENANCE SERVICES

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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

Lift station rehabilitation, installation, inspection & repair
Water treatment plant rehabilitation, new construction & repair
Wastewater treatment plat rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

Hawthorne – Remove & replace High Service Pump at WTP – September 2018
Hawthorne – Installation of water main line valves – October 2018
City of Tavares – Lift Station #9 Rehab – April 2019
City of Tavares – Lift Station #47 – July 2019
City of Groveland – Lift Station #16 – June 2019
The Villages CPM – SEWWCA IPS #2 - June 2019
The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

Underground Utility Contractor: CUC1225240
Backflow Prevention Tester – T12-18-8167
Backflow Prevention Assembly Repair & Maintenance
Introduction to Lift Station Electrical Troubleshooting
Department of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Infiltrator Systems Training

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
100 WEST MILLS AVENUE
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

American Water Works Association
FloridaSection
Peggy Guinyard

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: **04/10/2019**
TREEO FDEP OCP **04191040**: CEUs **1.6 DW WW DS**
FBPE Provider #: **0004021** : CEHs **16**

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present	RCM Utilities, LLC
Position:	Owner, Estimator, General Manager
Mar 2015 – April 2018	Utility Technicians, Inc.
Position:	Project Manager, Estimator, Vice President, General Manager
Duties:	Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations
July 2011 – Mar 2015	Utility Technicians, Inc.
Position:	Foreman, Construction & Service Technician
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes
Feb, 2008-July 2011	Utility Technicians, Inc.
Position:	Laborer
Duties:	Assisted foreman with installation of lift stations, water line repairs and service work
May 2007-Feb 2008	Kerr's Truck and Car Sales
Position:	Mechanic and sales
Duties:	Maintained vehicles and sold vehicles.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training

EDUCATION: Umatilla High School, graduated 2007

Signature Christopher R. Creech

WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 1994

Signature Weston Hartwright

JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities **July 2019 to Present**

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services **Feb 2016 to July 2019**

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians **Apr 2006 to Feb 2016**

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil **Jun 2002 to Apr 2006**

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group **Jan 2002 to Jun 2002**

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing **Jun 1990 to Dec 2001**

General Manager for company with $4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975
Attended Valencia Community College
Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines, OSHA Construction Safety

Signature John C. Riggs

BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

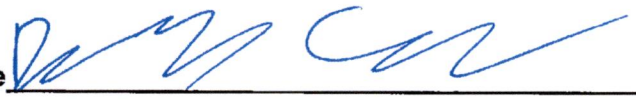
May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS: Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic (MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 2014

Signature 

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:

- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
- Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
- Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
- Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
- Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
- Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
- Answer, direct or handle all incoming telephone calls
- Maintain corporate personnel manual and drug-free workplace manual
- Maintain office equipment leases, repairs and supplies

Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians

April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.

Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing

June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature Melissa Moss

Bradley Miller
(561) 398-2781
brad@maxxenvironmental.com

Feb 2016-Present **Supervisor – Maxx Environmental, Riviera Beach**
(3.5 Years)

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat;.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016 **Account Manager - Fortiline Waterworks, Riviera Bch**
(3 Years)

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from $500,000 to $10 million dollars.

Aug 2002–Feb 2013 **Supervisor – CEES, Inc, West Palm Beach, Fl**
(11 Years)

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida.
I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

Sep 1986 – May 1989 **American Academy High School, Nicosia Cyprus**

Aug 1989 – May 1993 **Wheeling Jesuit University (BA), Wheeling, WV**

7/9/19 BRADLEY MILLER

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;
David Waters; (352) 483-6434 ***(Porter & Assoc. – Sewpercoat Florida rep)***
Joseph Talley; (757) 339-3327 ***(Sewpercoat national manufacturers rep)***

Brad Miller:
Supervisor
Total Years Experience - 15+ years
Total Manholes Coated - 12,000+ (72,000vf)
Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote:
Crew Leader / Gunner & Mixer
Total Years Experience - 3+ years
Total Manholes Coated - 500+ (3,000vf)
Total Wet Wells Coated - 30+ (600vf)

Israel Soto:
Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 11+ years
Total Manholes Coated - 5,000+ (30,000vf)
Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto:
Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 2+ years
Total Manholes Coated - 300+ (1,800vf)
Total Wet Wells Coated - 20+ (300vf)

TAB 3 - REFERENCES

City of Tavares
201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

City of Groveland
156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat and full electrical replacement including control panel

City of Umatilla
1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

Sun Communities
27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management
3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:
Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, Fl 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:
Kevin Swisher – Utility Maintenance Supervisor
380 Riverside Cir., Naples, Fl 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:
Corey Robinson – Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington Fl 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:
Juan Mata – Utility Operations Supervisor
6300 Stirling Rd., Hollywood, Fl 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:
Brent Weidenhamer – O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, Fl 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation

kerneos
ALUMINATE TECHNOLOGIES

October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

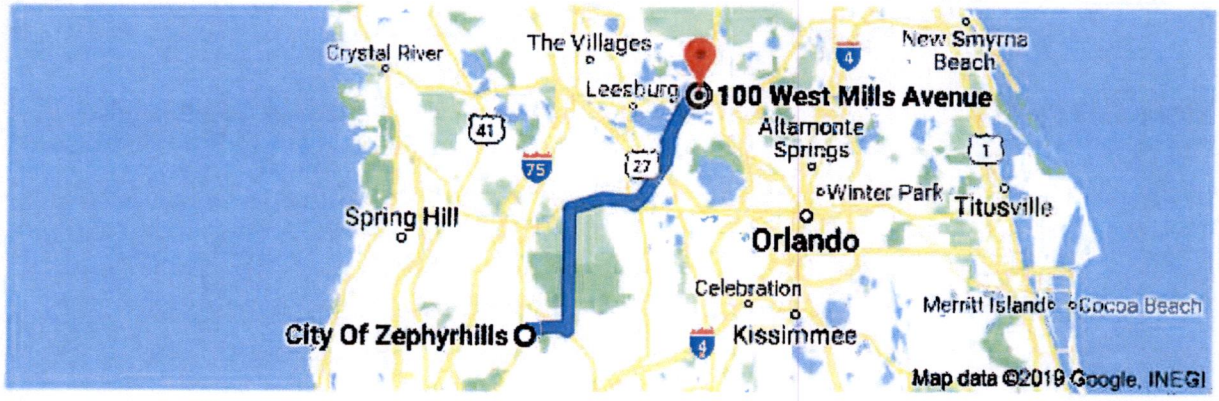
Kerneos Inc. - 1316 Priority Lane, Chesapeake, VA 23324
Phone: (757) 284-3200 FAX: (757) 284-3300

CICS

TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)

TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at 100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

SCHEDULING: We can be on-site next day for emergencies.

COMPLETION: Manholes; 3-7 per day / Lift Stations; 2.5 days max

EMERGENCY: We can be on-site within 24-48 hours.

MOBILIZATION: No additional cost – included within our bid pricing.

EQUIPMENT: Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.

MATERIALS: Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety

PICTURES: We shall provide before and after pictures of all work.

SUB-CONTRACTORS: None. Maxx shall perform all services

SEWERCOAT

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES WORKING HOURS	RATES AFTER HOURS
Supervisor	$50.00	$75.00
Foreman	$75.00	$113.00
Helper - Labor Only	$35.00	$53.00
Helper with Truck/Trailer	$50.00	$75.00
Backflow Technician	$40.00	$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED: O	OWNED or RENTED: R
Mini Excavator with Operator	$150.00	$80.00	$800.00	$2,400.00	$9,600.00	O	
Back Hoe with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00		R
Vac Truck - 2 Man Crew	$250.00	$280.00	$2,800.00	$14,000.00	$56,000.00		R
CCTV Camera Trailer with Operator	$250.00	$175.00	$1,750.00	$8,750.00	$35,000.00		R
Tractor with Bucket with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	
4" Sewage Bypass Pump with Hoses	$250.00	$40.00	$250.00	$650.00	$2,600.00		R
Bypass Pump Fuel Additional	$4.50 per gallon						
~~1500 Gallon Temporary Hydro Tank~~							
~~3000 Gallon Temporary Hydro Tank~~							
~~10000 Gallon Temporary Hydro Tank~~							
~~Aerator for Ground Storage Tank~~							
13000 Watt Generator	$250.00	$40.00	$170.00	$850.00	$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	$150.00	$25.00	$150.00	$750.00	$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	$150.00	$75.00	$750.00	$3,750.00	$15,000.00	O	
Metal Fabrication/Welder	$150.00	$65.00	$650.00	$3,250.00	$13,000.00	O	
Sand Blast Trailer Rig with Crew	$250.00	$295.00	$2,950.00	$14,750.00	$59,000.00		R
Sand Blasting Sand	$5.00 per 50 lb bag						
Compactor with Operator	$150.00	$100.00	$1,000.00	$5,000.00	$20,000.00	O	
Air Compressor Road Bore	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	25%
Materials from Stock	25%
Subcontract Labor	20%
Performance and Payment Bond	Cost 2%

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

Christopher R. Creech Manager

TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for $1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

APPLICANT FIRM NAME: RCM Utilities, LLC

ADDRESS: 100 West Mills Ave Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

FAX NUMBER: 352-292-0139

EMAIL ADDRESS: chris@rcmutilities.com

FEIN NUMBER: 82-4160762

CONTACT PERSON/TITLE: Christopher R. Creech Owner/ Manager

Type Ownership: Limited Liability Company

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

John C. Riggs Operations Manager 352-267-6264
Weston Hartwright Field Supervisor 352-456-8623
Melissa Moss Executive Assistant 352-267-0874

Present Offices: City/State/Number of personnel for each:
Eustis, FL 8

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1. Betts Electrical Services, LLC 9590 SE 190th Court Ocklawaha, FL 32179	1. Electrical
2. Max Environmental, LLC 3610 Fiscal Court Rivera Beach, FL 33404	2. Sewpercoat
3.	3.
4.	4.
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Christopher R. Creech
Bidder's Signature Christopher R. Creech

07/26/2019
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)

by Christopher R. Creech Manager / Owner
(print individual's name and title)

for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____

Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(Printed, Typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # 1 Date 07/01/2019 Initials CRC

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

Christopher R. Creech

Signature/Date **(Executed by Corporate Authority)**
Christopher R. Creech Manager

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is Manager of RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christm R. Creech
Officer

RCM Utilities, LLC *(Company Name)*

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager *(name and title of corporate officer)*
of RCM Utilities, LLC *(Name of Corporation),*
a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

Melissa Moss *(Signature line for notary public)*

Melissa Moss *(Name of notary type, printed or stamped)*

AMBR / Executive Assistant *(Title or rank)*

My commission expires: November 8, 2019
Serial number, if any _____

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC

Authorized Signature: Christopher R. Creech

Title: Manager / Owner

Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26 day of July A.D. 2019

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

(Seal) By: Melissa Moss
Title: AMBR / Executive Assistant

Karen,

Can you please clarify why the title of the renewal agreement is Renewal of Agreement for RCM Utilities 41-19-30C and the original RFP's # was RFP #35-19-01?

Thank You,
Melissa Moss
Controller
RCM Utilities, LLC
100 W. Mills Ave
Eustis, FL 32726
rcmutilities.com
melissa@rcmutilities.com
352-561-2990 / office
352-267-0874 / cell
352-292-0139 / fax

RFP numbering is different than a contract number. In the original contract it referenced the RFP # in Article 2. Basically, it refers to the RFP for all the details and requirements listed for the contract. 2.1.1 is the original solicitation, 2.1.2 refers to your company's response. The original contract is the 41-19-30c includes all documentation from the solicitation of 35-19-01. This renewal is 41-22-21 is the extension of the original 41-19-30c. They are similar in the numbering but are completely different for a purpose. I hope this explains it….if not, please let me know.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

Karen Miller
Purchasing Agent/Finance Specialist
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
813-780-0000 ext. 3536

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23456743
Estimate Date 1/15/2025

Billing Address
City Of Ocoee
1 Bluford Ave
Ocoee, FL 34761 United States

Job Address
Lift Station 11 Riser's
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station Riser's

RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:

Wet Well
- Supply, install, and maintain duplex bypass pumping system with auto dialer alarm box.
- Remove existing base elbows, piping and valving from the wet well floor to the existing discharge piping.
- New (2ct.) 316 stainless steel base elbow base plates.
- New (2ct.) 4" base elbow.
- New 4" HDPE DR11 green strip piping from the new base elbows to the check valves in the valve box.
- 316 stainless steel cross brace to be installed on HDPE risers.

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration will be backfill and compact only, all sod, seed, mulch, rock, and/or landscaping by others.
- Line Stop not included in proposal, City to verify force main goes to manhole, or if there is a isolation valve and location.

Sub-Total	$22,176.55
Tax	$0.00
Total Due	$22,176.55
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including

those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23449319
Estimate Date 1/15/2025

Billing Address
City Of Ocoee
1 Bluford Ave
Ocoee, FL 34761 United States

Job Address
Lift Station 20 Wet Well Rehab
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station 20 Wet Well Rehab

RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:

OPTION 1
- Supply, install, and maintain duplex bypass pumping system with auto dialer alarm box.
- Remove existing risers from base elbows to check valves.
- New 4" HDPE DR11 green strip piping from existing base elbows to the check valves in the valve box.
- 316 stainless steel cross brace to be installed on HDPE risers.
- Install drop bowl on invert
----- $18,191.00

OPTION 2
Wet Well
- Option 1 PLUS
- Remove existing base elbows
- New (2ct.) 316 stainless steel base elbow base plates.
- New (2ct.) 4" base elbow.
----- $22,135.00

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration will be backfill and compact only, all sod, seed, mulch, rock, and/or landscaping by others.
- Line Stop not included in proposal, City to verify force main goes to manhole, or if there is a isolation valve and location.

Service #	Description	Quantity	Your Price	Total
LSR	Option No. 1	1.00	$18,191.00	$18,191.00
LSR	Option No. 2	1.00	$22,135.00	$22,135.00

Sub-Total	~~$40,326.00~~
Tax	$0.00
Total Due	~~$40,326.00~~
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those

causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
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5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in

writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23456753
Estimate Date 1/15/2025

Billing Address
City Of Ocoee
1 Bluford Ave
Ocoee, FL 34761 United States

Job Address
Lift Station 27 Rehab
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station 27 Rehab

RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:
Wet Well
- Supply, install, and maintain duplex bypass pumping system with auto dialer alarm box.
- Remove existing base elbows, piping and valving from the wet well floor to the existing discharge piping.
- New (2ct.) 316 stainless steel base elbow base plates.
- New (2ct.) 4" base elbow.
- New guide rail brackets and guide rails
- New 6" HDPE DR11 green strip piping from the new base elbows to the check valves in the valve box.
- 316 stainless steel cross brace to be installed on HDPE risers.

Valving
- Valve box hatch to be removed.
- Discharge piping to come through top slab to P401 DI 90's
- New (2ct.) 6" flange check valves.
- New (2ct.) 6" flange plug valve with op nut.
- New (1ct.) 6" Cross for above ground pump off.
- New (1ct.) 6" flange plug valve with op nut for pump off isolation.
- New (1ct.) 4" Kam Lok adapter with dust cap.
- New (1ct.) Install Sewage ARV
- Pipe supports to be installed as needed
- Valve vault to be filled with 57 stone and brought to existing grade.

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration will be backfill and compact only, all sod, seed, mulch, rock, and/or landscaping by others.
- Line Stop not included in proposal, City to verify isolation valve is operational.

Sub-Total	$86,561.00
Tax	$0.00
Total Due	$86,561.00
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
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Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of

this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
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7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
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10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
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Approved By:_____Date:_____

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23484642
Estimate Date 1/19/2025

Billing Address
City Of Ocoee
1 Bluford Ave
Ocoee, FL 34761 United States

Job Address
Lift Station 31 Risers
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:

Wet Well
- Supply, install, and maintain duplex bypass pumping system with auto dialer alarm box.
- Remove existing base elbows, piping and valving from the wet well floor to the existing discharge piping.
- New (2ct.) 316 stainless steel base elbow base plates.
- New (2ct.) 4" base elbow.
- New 4" HDPE DR11 green strip piping from the new base elbows to the check valves in the valve box.
- New (1ct.) 316 stainless steel cross brace to be installed on HDPE risers.
- New (2ct.) check valves
- New (2ct.) plug valves
- New (1ct.) pump off assembly. Tee, plug valve, kam-lock and dust cap
- Stoping at existing discharge ductile leaving the valve box

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration will be backfill and compact only, all sod, seed, mulch, rock, and/or landscaping by others.
- Line Stop not included in proposal, City to verify force main goes to manhole, or if there is a isolation valve and location

Sub-Total	$38,925.00
Tax	$0.00
Total Due	$38,925.00
Deposit/Downpayment	$0.00

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8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys’ fees from the other party.
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12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA’S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23485268
Estimate Date 1/19/2025

Billing Address
City Of Ocoee
1 Bluford Ave
Ocoee, FL 34761 United States

Job Address
Lift Station 41 Riser's
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station 41 Riser's

RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:

Wet Well
- Supply, install, and maintain duplex bypass pumping system with auto dialer alarm box.
- Remove existing base elbows, piping and valving from the wet well floor to the existing discharge piping.
- New (2ct.) 316 stainless steel base elbow base plates.
- New (2ct.) 4" base elbow.
- New 4" HDPE DR11 green strip piping from the new base elbows to the check valves in the valve box.
- 316 stainless steel cross brace to be installed on HDPE risers.

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration will be backfill and compact only, all sod, seed, mulch, rock, and/or landscaping by others.
- Line Stop not included in proposal, City to verify force main goes to manhole, or if there is a isolation valve and location.

Sub-Total	$24,275.00
Tax	$0.00
Total Due	$24,275.00
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including

those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
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Approved By:_____Date:_____

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 8

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for the Ocoee Regional Sports Complex Rezoning to PUD; Project No. RZ-24-09-07. (Zoning Manager Whitfield)

Background Summary:

Request: The applicant is requesting to amend approximately 150 acres of land from City PUD (95.11 acres), City R-1AA (37.11 acres) and County A-1 (approximately 17.78 acres) to City PUD for purposes of developing the Ocoee Regional Sports Complex.

Owner/Applicant: The developer/owner is Jaime Douglas, MDTL Enterprise/Owner, as represented by Marcos Bastian, AECOM, the applicant. However, the proposed Ocoee Regional Sports Complex (ORSC) is a partnership project between the City and Montierre Development, PLLC. In 2022, the City partnered with Montierre Development to facilitate the development of the ORSC, a proposed 150-acre multi-use project, in an effort to generate substantial economic benefits for the residents of Ocoee and for the public in the region by creating thousands of jobs in various industries and delivering on the City's continued commitment to create attractive and connected places for residents and the public to dine, shop, work, gather, and recreate.

General Location: The subject property is within Commission District 1 and is generally located in the southeast corner of the intersection of Ocoee Apopka Road and Fullers Cross Road.

Property Size and Parcel ID No.: The subject property consists of nine (9) parcels totaling approximately 150 acres, assigned parcel identification numbers 07-22-28-0000-00-001 (the Chevron Property), 07-22-28-0000-00-023, 07-22-28-0000-00-057, 07-22-28-0000-00-041, 07-22-28-0000-00-039, 07-22-28-0000-00-043, 07-22-28-0000-00-105, 07-22-28-0000-00-060, and 07-22-28-0000-00-074.

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

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Commercial (150 acres)	PUD-LD, R-1AA and County A-1	Most of parcels are vacant, partially wooded lots; a few are occupied by single-family dwelling	Wetlands, man-made canal, and Basinger, other hydric fine sandy soils. The property is within the Lake Apopka Drainage Basin, which is within the Ocklawaha

			River Basin. A large portion of property contains contaminated soils and has been designated a Brownfield.

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts and existing land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	Ocoee & Orange County	City Commercial County Low Density Residential	City PUD-COMM & R-1A Orange County A-1	Church facility, single-family residential & Vacant
South	Orange County	County Low Density Residential	County A-1	Sports facility & vacant wooded land with wetlands
East	Ocoee & Orange County	City Low Density Residential, Conservation, & Light Industrial County Rural & Low Density Residential	City A-1, PUD-LD, I-1 & R-1AA County A-1	Various uses, including single-family residential, school, agricultural uses and vacant lands
West	Ocoee & Orange County	City Commercial & Light Industrial County Low Density Residential	City PUD-COMM, PUD-IND, & C-3 County R-CE & A-1	Various uses, including single-family residential, light industrial/flex warehousing, and vacant lands

Proposed Land Use Plan: The applicant proposes to change the zoning classification of approximately 150 acres of Commercial FLUM designated property from City PUD, City R-1AA, and County A-1 zoning to City PUD. As part of the PUD rezoning, a Land Use Plan (LUP) establishing the development parameters for that specific PUD is required. The table below summarizes the proposed Land Use Plan for the PUD.

Proposed Zoning Classification	Proposed Use	Proposed Development Program
Planned Unit Development (PUD)	Multi-sport sports complex, hotel, indoor/outdoor entertainment, restaurant, retail, office and assembly/conference uses and associated infrastructure	In accordance with the adopted text amendment, development on the property is limited to: • 42 acres of sports fields & entertainment venues, • 1.33 million SF of mixed-use commercial (inclusive of hotel square footage for 1,250 hotel keys), and • Maximum of 17,960 net new external daily trips. • The development will be served by an amenitized, pedestrian-activated stormwater

		"riverwalk" and surface, podium, and garage parking. • Inclusive of parking facilities, the maximum development is 2.46 million SF.

The LUP proposes the below development standards for development on the property:

Maximum Building Heights	Maximum heights for buildings and structures within the development shall be limited to the following: • Retail, Restaurant, and entertainment Uses: 3 stories • Office Use: 5 stories • Hotel Use: 10 stories • Parking Structure: 6 stories/7 parking levels • Other Uses: Per City Land Use Administrator's Determination
PUD Perimeter Buffer	The below buffer standard will be applicable to the property as a whole within the Northwest Activity Center: • 25-foot Minimum along Ocoee Apopka Road and Fullers Cross Road • 10-foot Minimum landscaping buffer from adjacent properties and new 17th Avenue Extension
Internal Setbacks	Building setback requirements as applied to current or future property lines: • Buildings/structures up to 3 stories: Minimum 20-foot front and 7.5-foot side and rear setbacks • Buildings/structures 4 or more stories: Minimum 25-foot front and 10-foot side and rear setbacks
Building Separation Requirements	Separation between buildings/structures, irrespective of property lines: • Buildings/structures up to 3 stories: Minimum 15 feet • Buildings/structures 4 stories or greater: Minimum 20 feet
Maximum Impervious Surface Area (ISA)	Maximum 50% of net developable acreage
Parking Requirements	Per the Parking Requirements Table in the Land Use Plan, parking will be as follows: • Sports fields: 1 space per 4 seats • Retail: 1 space per 200 GSF • Restaurant: 1 space per 4 fixed seats, plus 1 space for each 75 GSF of patron use where fixed-seat calculation is not applicable

	• Entertainment: 1 space for each 250 GSF • Indoor sports: 1 space for each 300 GSF • Offices: 1 space for each 250 GSF • Hotels: 1 space for each hotel key, plus 1 space for each 3 employees (1 employee for every 4 keys) • Assembly/conference: 1 space for each 250 GSF • Other/unlisted: Per Land Use Administrator's determination • Shared Parking Ratio: 15% maximum reduction applied to total parking requirement within the project site for the development

The LUP also proposes several waivers to the Land Development Code (LDC) as follows:

- Waiver to Article VIII Sign Code to allow signage for the project to be regulated per a Master Sign Plan to be developed, reviewed and approved as part of the Large-Scale Preliminary Site Plan review process.
- Waiver to Sections 6-7 Surface Water Management and 6-10 Landscaping requirements to allow flexibility in the design of drainage easements, open drainage ways, drainage maintenance berms and landscaping plan at the time of Large-Scale Preliminary Site Plan review process, which by Code includes a public hearing process.

Staff Analysis: The findings of staff's evaluation of the proposed rezoning are provided below.

1) Stormwater: The subject property is located within the Ocklawaha River Basin (which includes the Lake Apopka Drainage Basin) and the Wekiva Recharge Protection Basin, and, as such, drainage and stormwater design shall be subject to the engineering and protection criteria of each basin. To mitigate impacts from the use of fill within the 100-year FEMA floodplain, compensatory storage for drainage shall be required to accommodate approximately 8.03 acres of impacted floodplain on-site and 0.82 acres of impacted floodplain off-site (within the right-of-way). A Letter of Map Revision (LOMR) shall be sought, and no fill shall be used within the floodplain prior to the approval of FEMA and the City. Stormwater management design will be evaluated at the time of Large-Scale Preliminary Site Plan review process and engineered/finalized at the time of Final Site Plan review.

2) Utilities: Potable water, reclaimed water, and wastewater utilities will be provided by the City of Ocoee. Points of connection to the City's system shall be assessed during the Large-Scale Preliminary Site Plan review. The Utilities Department continues to evaluate reclaimed water offsets needed for compliance with the City's Consumptive Use Permit (CUP) with the St. Johns River Water Management District. The closest point to reclaimed water is a 12-inch reclaimed main located north of State Road 429 on Ocoee Apopka Road. The Utilities Department continues to work with the water/sewer/reclaimed water designer to accurately quantify utility demands and has provided to the applicant team a series of comments and conditions of approval that are to be used for the preparation Preliminary Site Plan. In addition to the conditions of approvals listed on page 2 of 13 of PUD plan set, the Utilities Department has requested the following:

- Revision of the Development Sequencing Plan to add a note stating that all relocations and extensions of public utilities shall be completed with Sequence 01/Phase 01;
- Addition of a Condition of Approval stating that the developer shall assume maintenance responsibility, including the costs of any maintenance, repair, or FDEP fines, for the portion of the Commerce 429 project's 4-inch force main located on this project site. The Developer shall assume maintenance responsibility for the entirety of the mass grading and site work, and such responsibility shall terminate when the Site Certificate of Completion (CoC) is issued for the final sequence/phase of the project.

- Revision to the Conceptual Utility Plan to add a note stating that all City utilities shall be located in the public right-of-way or a utility easement and to correct the location of the existing 4-inch force main serving Commerce 429 (per the as-builts provided to the applicant team).
- Either revise the Development Sequencing Plan to include phasing of utilities or revise the Conceptual Utility Plan to show a phasing/sequencing plan that is consistent the Development Sequencing Plan.

3) Transportation / Traffic: A traffic impact analysis (TIA) for the maximum 17,960 net external daily trips (per adopted text amendment) was performed during the review/approval of the Large-Scale Comprehensive Plan Future Land Use Map and Text Amendment (CPA). The TIA identified the study network, existing and anticipated deficiencies and needed transportation improvements, including roadway capacity improvements (i.e. widening of Ocoee Apopka Road and extension of 17th Avenue) and intersection and driveway improvements. Commitments for transportation improvements were addressed/documented in the CPA submittal. Design and engineering of the needed transportation improvements will be at time of Large-Scale Preliminary Site Plan submittal and review. Timing/phasing and details of construction will be developed in a Development Agreement. Per the adopted text amendment, "the owner/developer shall be responsible for improvements to transportation, utilities, or any other infrastructure associated with the project's development, as specified in the applicable Land Use Plan(s), Development Agreement(s), Conditions of Approval, or equivalent legal instruments."

4) Schools: N/A

5) Public Safety: Fire, police and other emergency services will be provided by the City of Ocoee. Conditions of approval relative to public/life safety, including the preparation of an Emergency Plan, to be approved by the Fire and Police Departments, at time of Preliminary Site Plan submittal, are incorporated in the Conditions of approval (also on page 2 of 13 of the LUP plan set). Fire and Police Department staff have provided the below concerns and comments:

- Heights of multi-story buildings and structures (7 to 10 stories) continue to be a concern as Ocoee Fire Department is unable to protect that tall of a structure. The Fire Department will need at least a 100-foot to 110-foot dual axel ladder truck.
- Relative to fire protection for the proposed parking garages, the Fire Department will need a blitz type vehicle to extinguish vehicle fires inside the structures as the fire engines are too tall to enter parking/garage structures. Additionally, standpipe/sprinklers will be needed in the parking garages.
- The Fire Department remains concerned about fire access/life safety issues, as outlined below, that will need to be worked out during the Large-Scale Preliminary Site Plan review:
    - Limited access to some of structures due to the water feature and parking layout.
    - Evaluation of the access road that is being proposed in order to ensure that all of the Fire Department's vehicles can utilize it without significant issues, i.e. sufficient room for fire engines/units to turn around, maneuver, ingress/egress safely, etc.
    - Evaluation of each component of the development, i.e. hotel, parking garages, retail buildings, etc.
    - Additional EMS components that function within the property may be needed, including one to two ruggedized EMS golf carts (gas operated), one fully stocked EMS treatment room, potentially one EMS substation (depending upon the location of the primary EMS treatment room), and AED/AED towers strategically located throughout the property.
- Water supply throughout the project/hydrant-standpipes.
- Additional fire protection may be needed if delayed access/response is expected (i.e. fire sprinklers/fire alarm).
- Consideration must be given to alternative suppression cart/vehicle for interior structures.
- EMS station or stations at specified locations to house rescue/supplies, etc.
- Provision of AEDs throughout the project site.
- Provision/assurance of additional fire safety personnel during large events.

- Preparation of an Emergency Management Plan, along with a Crowd Manager monitoring overcrowding during entertainment events.
- Bridges to be used for Fire Department access may be needed. The Emergency Management Plan must also include a strategy for ensuring that emergency shelters or other safe areas are available so that players, spectators, and other patrons can take refuge safely during inclement weather, i.e. lightning and severe rain delays.
- A condition that the Ocoee Fire Department shall be the only entity approved to provide and manage the Emergency Medical System (EMS) within the development and property.
- Ocoee Fire Department's current ambulance fleet will not suffice if there are a significant amount of EMS calls generated by the growth in this sector of the city. An additional rescue ambulance and associated equipment (Life pack monitor, stretcher, Power load system, Lucas device, staffing, etc.) will be needed to transport patients.

6) Wetlands: Impacts were evaluated as part of the Large-Scale Comprehensive Plan Future Land Use Map and Text Amendment. Based on the 9.34 acres of anticipated impact and the required 2:1 remediation ratio, the applicant would need to provide approximately 18.68 acres of equivalent quality wetlands area (9.34 acres of functional units loss x 2). Due to the limited availability of land that would meet the provisions of Policy 4.3 of the Conservation Element, the applicant will provide a combination of wetland replacement and a mitigation strategy pursuant to Policy 6.2 of the Conservation Element. Specifically, to achieve consistency with the Comprehensive Plan and Land Development Code, the applicant has committed to (1) preserving, via dedication to the City, a 9.9-acre vacant wooded parcel which is designated Conservation on the Future Land Use Map and which contains wetlands, and (2) establishing a Monitoring and Maintenance (M&M) Plan for the restoration and maintenance of approximately 287.82 acres of conservation lands (comprised of 277.92 acres of Conservation lands owned by the City plus the 9.9-acre to-be-dedicated property).

A Monitoring and Maintenance (M&M) Plan was provided to Public Works, and they have found it to be acceptable. The applicant will need to conduct a UMAM Evaluation of the 9.9-acre Conservation Tract and the 277.92 acres of City-owned lands that are covered by the M&M Plan and will need to establish a perpetual funding mechanism for the implementation of the M&M Plan covering the 287.82 acres of conservation land.

7) Recreation and Open Space: Not required as there are no proposed residential units; however, the LUP includes a dedication of two (2) acres of land for the development of a city park.

8) Joint Planning Area (JPA) Agreement: A Fourth Amendment to the JPA will be needed to amend the future land use designations of the seven (7) properties annexed into the City in May 2024 from Low Density Residential (LDR) to Commercial (COM). These properties are parcel ID numbers 07-22-28-0000-00-074, 07-22-28-0000-00-105, 07-22-28-0000-00-039, 07-22-28-0000-00-041, 07-22-28-0000-00-043, 07-22-28-0000-00-057, and 07-22-28-0000-00-060. It is anticipated that this Rezoning and the Fourth JPA amendment will be presented to the City Commission on February 4, 2025, for a First Reading of the Rezoning application and approval/adoption of the JPA Amendment in anticipation of the CPA and Rezoning ordinances being presented to the City Commission for their respective Second Readings/Public Hearings on February 18, 2025.

Issue:

Should the Honorable Mayor and City Commissioners adopt a proposed ordinance for a Rezoning to reclassify approximately 150 acres of land, assigned parcel identification numbers 07-22-28-0000-00-001 (the Chevron Property), 07-22-28-0000-00-023, 07-22-28-0000-00-057, 07-22-28-0000-00-041, 07-22-28-0000-00-039, 07-22-28-0000-00-043, 07-22-28-0000-00-105, 07-22-28-0000-00-060, and 07-22-28-0000-00-074, from City PUD (95.11 acres), City R-1AA (37.11 acres) and County A-1 (approximately 17.78 acres) to City PUD for the Ocoee Regional Sports Complex?

Recommendations:

Development Review Committee (DRC) Recommendation:

The DRC considered this item at its December 17, 2024, meeting, and discussion ensued regarding:

- Need for preparation of a life safety/Emergency Management Plan, including how fire/EMS rescue units and personnel will access and circulate throughout the project site and the provision for emergency shelters within the open field areas so that players, visitors and other patrons can take shelter safely from inclement or severe weather),
- Construction phasing plan,
- Status of master sign plan,
- Showing of correct locations of existing storm culverts and any proposed alterations of the culverts (this would be addressed during the site plan review),
- For the landscape plan, plantings would need to be properly separated away from utility lines,
- Avoidance of impacts to the Commerce 429's force main,
- Assurances on how contaminants/pollutants will be contained on site (including how contaminated soils will be moved, stockpiled and capped during mass grading and construction activity) and number of construction entrances/exits, and
- Utility comments and conditions of approval (as detailed in the Background Section).

Following discussion, the DRC made a unanimous recommendation of approval subject to the condition that all outstanding issues discussed during the DRC meeting be addressed.

Since the DRC meeting, the applicant provided revisions to the Land Use Plan set, including the inclusion of a Development Sequencing Plan, and has met with various staff reviewers to discuss whether their respective previous comments made during the DRC meeting have been addressed. To summarize, Fire and Public Works have no further comments relative to the PUD Land Use Plan, with the understanding that technical comments made on the PUD Rezoning will be carried and addressed at the time of site plan submittal and review.

Planning and Zoning Commission (PZC) Recommendation:

The PZC considered this item at its January 14, 2025, public hearing and, following clarification on how the contaminated soils will be managed throughout the process, made a recommendation of approval subject to the satisfaction of all outstanding issues, comments, and recommendations made by the DRC.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners adopt the proposed ordinance for a Rezoning to reclassify approximately 150 acres of land, assigned parcel identification numbers 07-22-28-0000-00-001 (the Chevron Property), 07-22-28-0000-00-023, 07-22-28-0000-00-057, 07-22-28-0000-00-041, 07-22-28-0000-00-039, 07-22-28-0000-00-043, 07-22-28-0000-00-105, 07-22-28-0000-00-060, and 07-22-28-0000-00-07, from City PUD (95.11 acres), City R-1AA (37.11 acres) and County A-1 (approximately 17.78 acres) to City PUD for the Ocoee Regional Sports Complex subject to the satisfaction of the outstanding comments and conditions of approval recommended by the DRC.

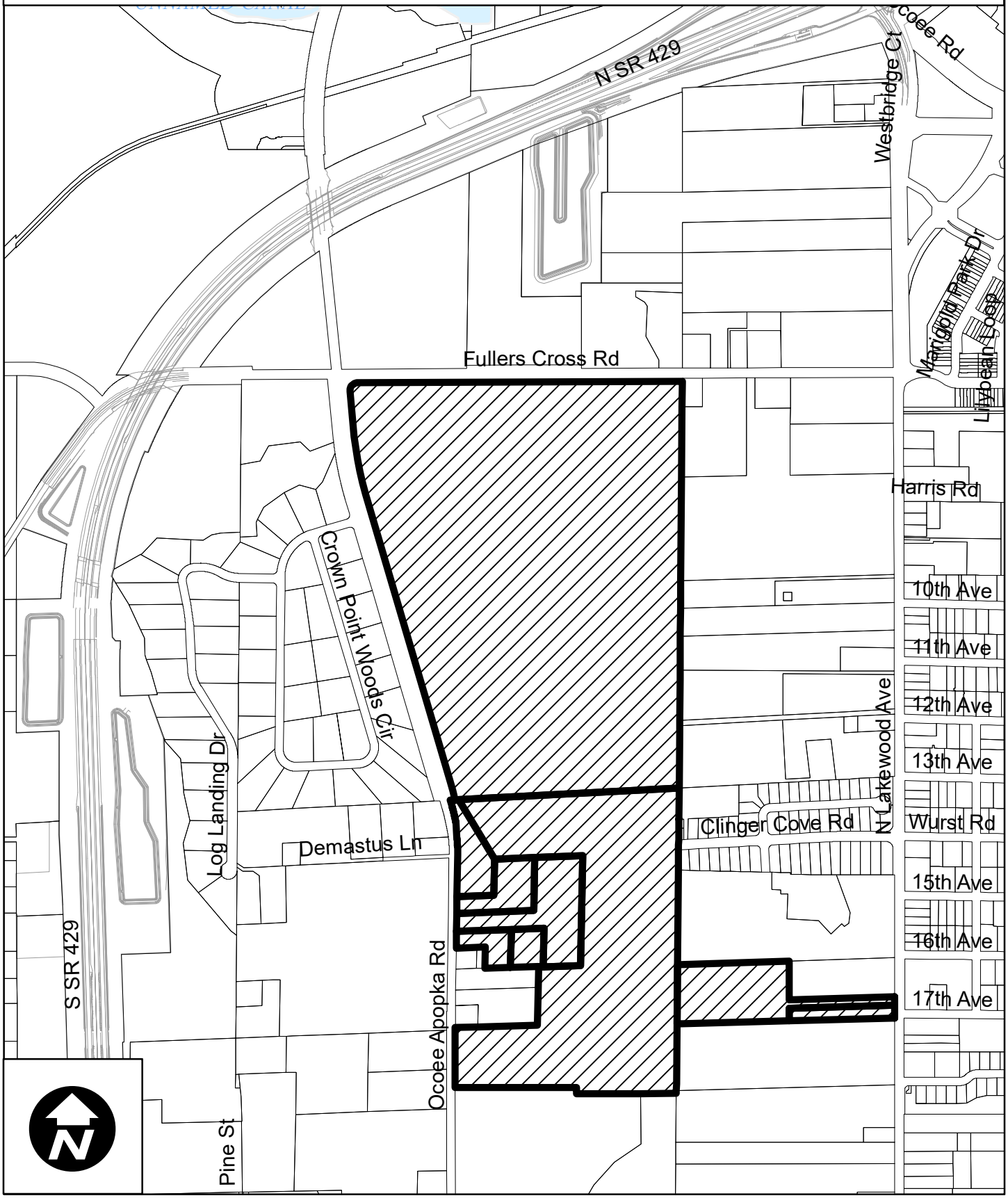
Attachments:

1. Location Map
2. Aerial Map
3. Surrounding Zoning Map
4. Surrounding FLUM
5. Land Use Plan
6. Rezoning Ordinance
7. Business Impact Estimate - ORSC Rezoning to PUD

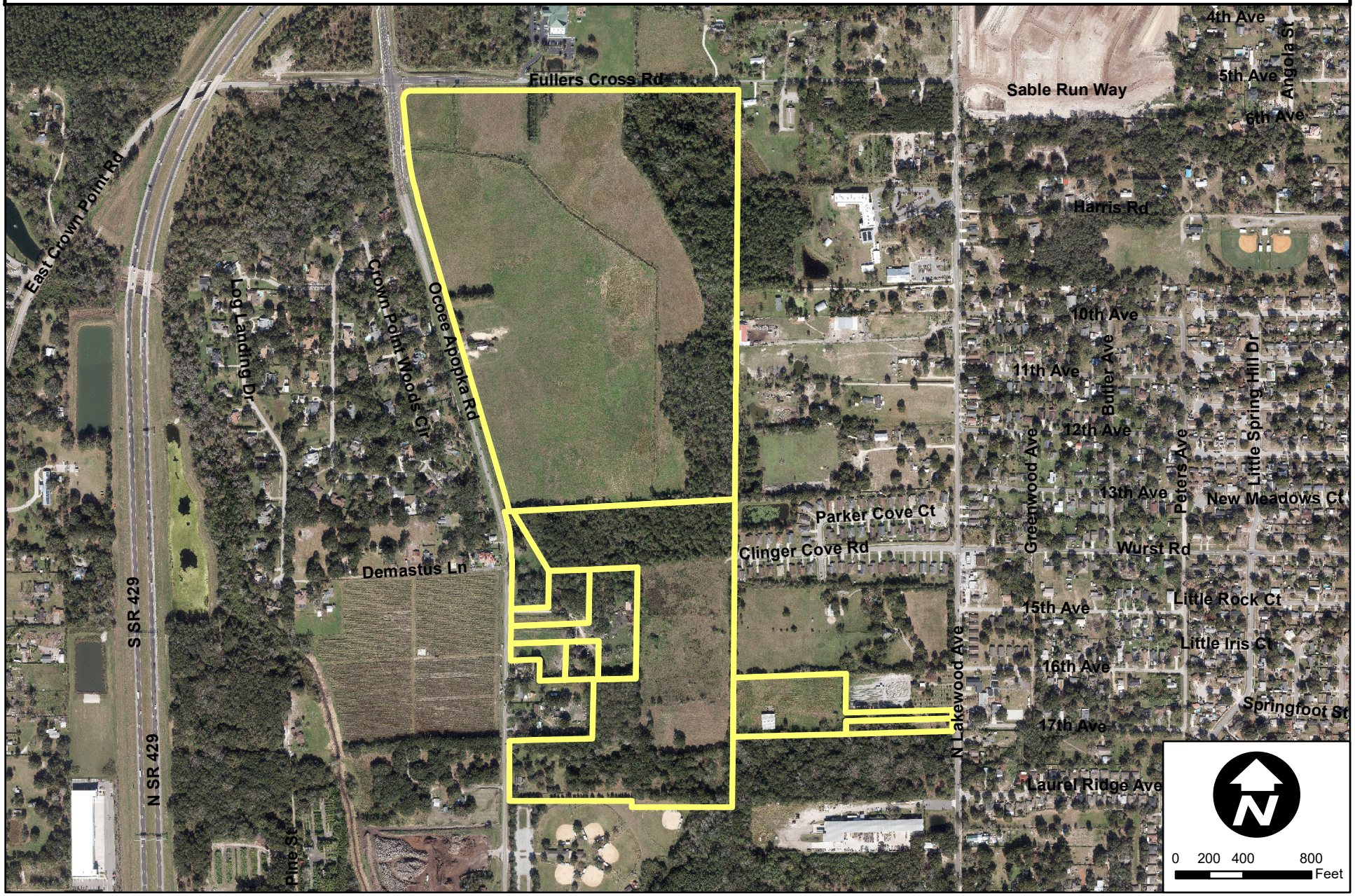
Financial Impacts:
N/A

Type of Item: First Reading

Ocoee Regional Sports Complex Rezoning
Location Map



Ocoee Regional Sports Complex Rezoning
2022 Aerial Photography

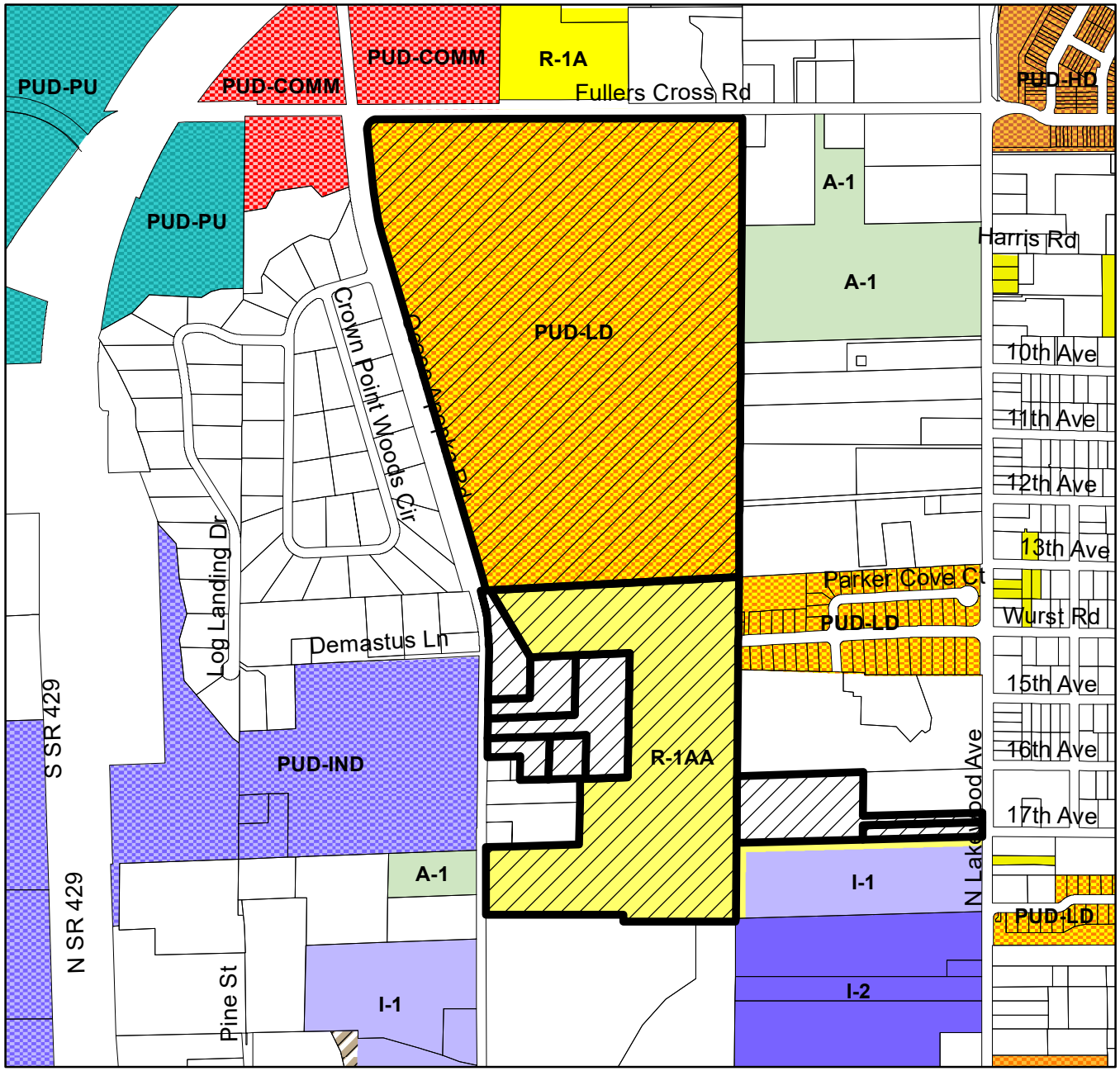


Ocoee Regional Sports Complex Rezoning
Surrounding Zoning Map

Development Services Department

0 205 410 820
Feet

Created: month year



- Subject Property

Zoning Classification:

- General Agricultural (A-1)
- Suburban (A-2)
- Single-Family Dwelling (R-1AAA)
- Single-Family Dwelling (R-1AA)
- Single-Family Dwelling (R-1A)
- Single-Family Dwelling (R-1)
- One- & Two-Family Dwelling (R-2)
- Multiple-Family Dwelling (R-3)
- Mobile Home Subdivision (RT-1)
- Professional Offices & Services (P-S)
- Neighborhood Shopping (C-1)
- Community Commercial (C-2)
- General Commercial (C-3)
- Restricted Manufacturing & Warehousing (I-1)
- General Industrial (I-2)
- Commercial (PUD)
- Low Density (PUD)
- Medium Density (PUD)
- High Density (PUD)
- Public Use (PUD)
- Unclassified

Ocoee Regional Sports Complex Rezoning
Surrounding Future Land Use Map

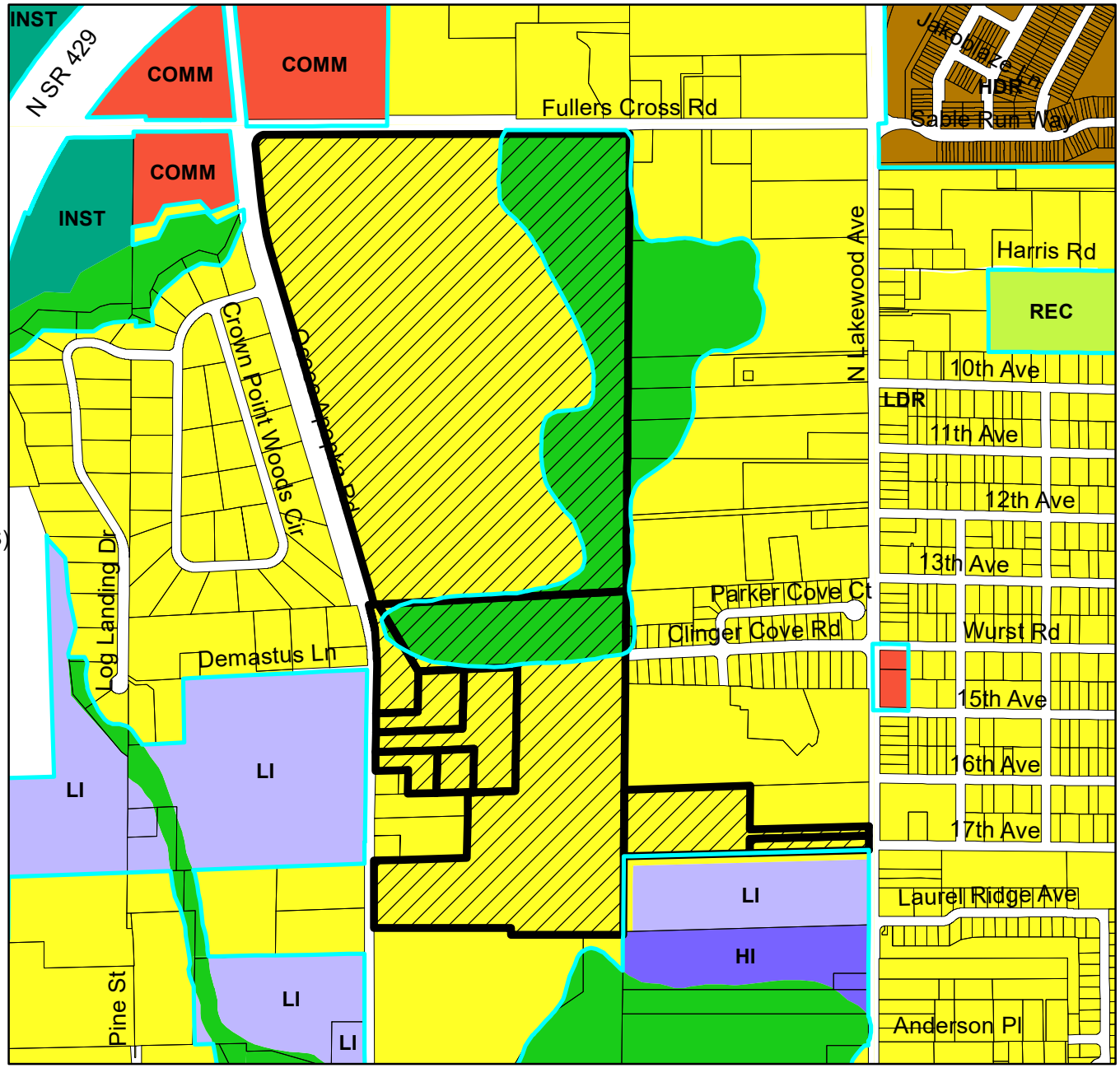
Development Services
Department

0 205 410 820
Feet

Created: month year

Subject Property

Future Land Use Classification:
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (INST)



OCOEE REGIONAL SPORTS CENTER

PUD REZONING
CASE # _____

OCOEE, FL
DECEMBER 27, 2024

Applicant:
AECOM
20 N Orange Ave, Suite 1100
Orlando, FL 32801
c/o: Marcos Bastian, AICP
marcos.bastian@aecom.com
407.284.4728

Planning & Design:
AECOM
20 N Orange Ave, Suite 1100
Orlando, FL 32801
c/o: Marcos Bastian, AICP
marcos.bastian@aecom.com
407.284.4728

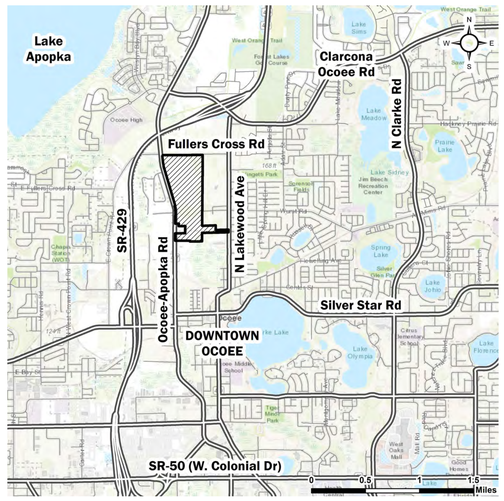
Civil Engineering:
McIntosh Associates
1950 Summit Park Drive, Suite 600
Orlando, FL 32810
c/o: Chad Wildup, PE
cwidup@lja.com
407.887.5311

Traffic & Transportation:
Kimley-Horn
200 S Orange Ave, Suite 600
Orlando, FL 32801
c/o: James Taylor, PE
James.Taylor@kimley-horn.com
407.409.7006

Environmental Management:
Bio-Tech Consulting
3025 East South Street
Orlando, FL 32803,
c/o: Daniel Gough
danny@bio-techconsulting.com
877.894.5969 Ext. 7006

Surveying:
Allen & Company
16 E Plant Street
Winter Garden, FL 34787
c/o: Duane Young
Duane@allen-company.com
407.654.5355 Ext. 113

Geotechnical Engineering:
Terracon
1675 Lee Rd
Winter Park, FL 32789
c/o: Lori G. Rosario Rivera
lgrosariorivera@terracon.com
407.618.8355



PROJECT LOCATION
2290 Fullers Cross Road
Ocoee, FL 34761

Located Generally South of Fullers Cross Rd, East of Ocoee Apopka Rd, in Ocoee FL

OWNER & DEVELOPER:

Montierre Development, PLLC
5669 SE Crooked Oak Ave
Hobe Sound, FL 33455

PREPARED BY:
AECOM

SHEET INDEX

P00. COVER SHEET
P01. GENERAL NOTES
P02. FEMA & WETLANDS
P03. SOILS & LAND COVER
P04. AERIAL IMAGE
P05. TOPOGRAPHY & EXISTING CONDITIONS
P06. CONCEPTUAL SITE PLAN
P07. DEVELOPMENT PHASING / SEQUENCING
P08. EMERGENCY ACCESS
P09. PERVIOUS / IMPERVIOUS AREAS PLAN
P10. PUBLIC OPEN SPACE PLAN
P11. CONCEPTUAL DRAINAGE PLAN
P12. CONCEPTUAL UTILITIES PLAN

APPENDICES
1. SURVEYS & LEGAL DESCRIPTIONS

PUD PARCELS

- **2290 Fullers Cross Road; Parcel 07-22-28-0000-00-001 ("the Chevron Parcel"); owner: Montierre Development PLLC; 95.1 acres**

  THE W1/2 OF NE1/4 & E1/2 OF NW1/4 LYING E OF SR 437 IN SEC 07-22-28 & (LESS PT TAKEN FOR R/W DESC AS COMM AT N1/4 CORNER OF SEC 7-22-28 TH S1-3-52W ALONG W LINE OF NE1/4 OF SEC 7-22-28 30.01 FT TO POB TH N89-50-37E 1280.94 FT TO E LINE OF W1/2 OF NE1/4 OF SEC 7-22-28 TH S0-27-1W 20 FT TH S89-50-37W 1281.16 FT TH S89-43-45W 648.52 FT TO POINT OF CURVATURE OF A CURVE CONCAVE SELY TH SWLY ALONG CURVE HAVING A RADIUS OF 50 FT CENTRAL ANGLE OF 95-9-26 ARC LENGTH OF 83.04 FT CHORD LENGTH OF 73.82 FT AND CHORD BRG OF S42-9-2W TO POINT OF TANGENCY TH S5-25-41E 266.84 FT TO POINT OF CURVATURE OF A CURVE CONCAVE NELY TH SELY ALONG CURVE HAVING A RADIUS OF 1849.9 FT CENTRAL ANGLE OF 10-47-31 ARC LENGTH OF 348.43 FT CHORD LENGTH OF 347.92 FT AND CHORD BRG OF S10-49-27E TO THE POINT OF TANGENCY TH S16-13-12E 1773.29 FT TH S15-21-49E 59.23 FT TH S13-39-3E 55.93 FT TO POINT LYING ON S LINE OF NW1/4 OF SEC 7-22-28 TH S86-56-26W ALONG S LINE 28.44 FT TO POINT ON NON-TANGENT CURVE CONCAVE SWLY TH NWLY ALONG NON-TANGENT CURVE HAVING A RADIUS OF 1941.86 FT CENTRAL ANGLE OF 3-11-30 ARC LENGTH OF 108.17 FT CHORD LENGTH OF 108.15 FT AND CHORD BRG OF N14-37-29W TO THE POINT OF TANGENCY TH N16-13-13W 16.18 FT TH N16-20-6W 500 FT TH N16-2-55W 1000 FT TH N15-27-46W 407.21 FT TH N7-33-7W 524.34 FT TH N5-25-43W 24.17 FT TH N89-43-45E 740.7 FT TO POB PER DOC 20190042931)

- **951 Ocoee-Apopka Road; Parcel 07-22-28-0000-00-023 (the "Rodgers Adjacent Property", or the "Haunted House" Property); owner: Montierre Development PLLC; 37.1 acres (1,546,320 sf, or 35.50 per most recent survey)**

  BEG NW COR OF SW1/4 OF SE1/4 OF SEC 7-22-28 TH RUN N86-56-10E 1310.03 FT TH S00-31-51W 1398.44 FT TH S00-31-51W 355.17 FT TH N89-35-48W 592.6 FT N01-06-44E 37.61 FT TH S87-37-29W 726.4 FT TH N00-48-40E 322 FT TH N88-29-43E 489.51 FT TH N01-04-18E 345.22 FT TH N88-06-20E 248.67 FT TH N01-04-18E 652.77 FT TH S87-43-51W 523.06 FT TH N31-10-03W 411.03 FT TO POB (LESS RD R/W) & COMM AT THE CENTER OF SEC 7 TH ALONG W LINE OF SE 1/4 TH S01-04-18W 1672.03 FT TH DEPARTING W LINE RUN S88-55-42E 5.55 FT TO POB TH N87-37-29E 726.4 FT TH S01-06-44W 37.61 FT TH S89-35-48E 592.6 FT TH S00-31-51W 57.88 FT TH S89-55-44W 590.37 FT TH N00-04-16W 37.61 FT TH S89-55-44W 726.8 FT TH N00-48-40E 33.58 FT TO POB (LESS RD R/W)

- **1104 N Lakewood Avenue; Parcel 07-22-28-0000-00-057; owner: MDTL Enterprise, LLC; 6.1 acres**

  BEG SW COR NE1/4 OF SE1/4 N 349.5 FT E 663 FT S 353.9 FT W 663.8 FT TO POB & N 50 FT OF S 125 FT OF E1/2 OF NE1/4 OF SE1/4 OF SEC 07-22-28

- **1113 Ocoee-Apopka Road; Parcel 07-22-28-0000-00-041; owner: MDTL Enterprise, LLC; 2.2 acres**

  BEG 574.86 FT S 1 DEG W FROM CENTER OF SEC RUN N 87 DEG E 219.78 FT N 1 DEG E 214.5 FT N 87 DEG E 239.66 FT TH S 1 DEG W 314.53 FT S 87 DEG W 458.80 FT N 100 FT TO POB (LESS W 30 FT RD R/W) IN SEC 07-22-28

- **1305 Ocoee-Apopka Road; Parcel 07-22-28-0000-00-039; owner: MDTL Enterprise, LLC; 2.1 acres**

  BEG NW COR OF SE1/4 RUN S 8.71 CHS E 3.33 CHS N 3.35 CHS NWLY TO BEG & NE1/4 OF SW1/4 E OF RD SEC 07-22-28

- **1059 Ocoee-Apopka Road; Parcel 07-22-28-0000-00-043; owner: MDTL Enterprise, LLC; 5.0 acres**

  FROM THE NW COR OF NW1/4 OF SE1/4 RUN S 1 DEG W 674.86 FT N 87 DEG E 0.98 FT FOR POB THN N 87 DEG E 458.80 FT N 1 DEG E 314.53 FT N 87 DEG E 283.06 FT S 1 DEG W 650.10 FT S 87 DEG W 221.90 FT N 1 DEG E 228.76 FT W 519.27 FT N 1 DEG E 104.17 FT TO POB (LESS W 30 FT RD R/W) IN SEC 07-22-28

- **Ocoee-Apopka Road; Parcel 07-22-28-0000-00-105; owner: MDTL Enterprise, LLC; 1.2 acres**

  (AGRICULTURAL PORTION OF FOLLOWING DESCRIBED PROPERTY) FROM THE CENTER OF SEC RUN S 01 DEG W 779.03 FT TH N 88 DEG E 1.48 FT FOR POB TH N 88 DEG E 519.27 FT S 01 DEG W 228.76 FT S 87 DEG W 27 FT N 01 DEG W 3.91 FT S 88 DEG W 318.03 FT N 01 DEG E 125 FT S 88 DEG W 173.77 FT N 01 DEG E 100 FT TO POB IN SEC 07-22-28 (LESS RD R/W ON W)

- **1102 N Lakewood Avenue; Parcel 07-22-28-0000-00-060; owner: MDTL Enterprise, LLC; 1.1 acres**

  BEG AT SE COR OF NE1/4 OF SE1/4 RUN W 656 FT N 75 FT E 656 FT S 75 FT TO POB (LESS E 30 FT FOR R/W) IN SEC 07-22-28

- **1053 Ocoee-Apopka Road; Parcel 07-22-28-0000-00-074; owner: MDTL Enterprise, LLC; 1.0 acre**

  (NOTE: HX PORTION OF FOLLOWING DESCRIBED PROPERTY) FROM THE CENTER OF SEC RUN S 01 DEG W 779.03 FT TH N 88 DEG E 1.48 FT FOR POB TH N 88 DEG E 519.27 FT S 01 DEG W 228.76 FT S 87 DEG W 27 FT N 01 DEG W 3.91 FT S 88 DEG W 318.03 FT N 01 DEG E 125 FT S 88 DEG W 173.77 FT N 01 DEG E 100 FT TO POB IN SEC 07-22-28 (LESS RD R/W ON W)

REZONING REQUEST

This request seeks a REZONING to convert approximately 150 acres from Low-Density PUD, R-1AA, and Unclassified Zoning Districts to Commercial Planned Unit Development (PUD-COMM), establishing the ***Ocoee Regional Sports Center Planned Unit Development (PUD)****.*

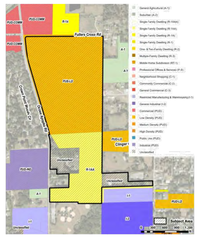


Figure 1. Existing Zoning

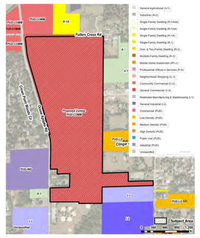


Figure 2. Proposed Zoning

Adjacent Zoning Districts

The following Zoning Districts are adjacent to the subject area:

North: *Commercial PUD (PUD-COMM); Single-Family Dwelling (R-1A); Citrus Rural District (A-1, Unincorporated)*

East: *Citrus Rural District (A-1, Unincorporated); General Agricultural (A-1); Low Density PUD (PUD-LD); Restricted Manufacturing & Warehousing (I-1), General Industrial (I-2).*

South: *Citrus Rural District (A-1, Unincorporated); Restricted Manufacturing & Warehousing (I-1), General Industrial (I-2).*

West: *Commercial PUD (PUD-COMM); Rural Country Estates (R-CE, Unincorporated); Industrial PUD (PUD-IND); Citrus Rural District (A-1, Unincorporated); General Agricultural (A-1)*

SUPPORTING FUTURE LAND AMENDMENT REQUEST

A supporting Future Land Use Map Amendment request has been submitted under a separate application seeking to convert approximately 150 acres from Low Density Residential (LDR, at 117.7 acres) and Conservation (CONS, at 32.3 acres) to Commercial (COMM), along with a text amendment to the Future Land Use Element, creating a new Activity Center (Northwest Activity Center).

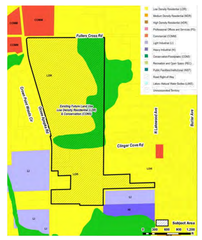


Figure 3. Existing Future Land Use Map

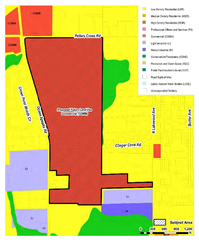


Figure 4. Proposed Future Land Use Map

Adjacent Future Land Uses

The following existing Future Land Uses are adjacent to the subject area:

North: Low Density Residential (LDR) and Commercial (COMM).

East: Low Density Residential (LDR), Conservation (CONS), Light Industrial (LI), and Heavy Industrial (HI).

South: Low Density Residential (LDR), Light Industrial (LI), Heavy Industrial (HI), and Conservation (CONS).

West: Low Density Residential (LDR), Light Industrial (LI), Commercial (COMM), Conservation (CONS).

PUD CONDITIONS OF APPROVAL

1. The City continues to evaluate reclaimed water offsets needed for compliance with its consumptive use permit. The closest connection point to reclaimed water is a 12" reclaimed main located north of State Road 429 on Ocoee Apopka Road. A preliminary study to extend this reclaim main is currently underway. If determined feasible, the cost to extend the main shall be shared between property owners adjacent to the new reclaim main, including the Ocoee Regional Sports Complex Developer.
2. The City's existing 12" water main on the east side of the Ocoee Apopka Rd right-of-way shall be relocated outside of the roadway at the cost of the Developer as part of the Ocoee Apopka Rd Widening project. Relocation of the water main shall be reviewed and approved by the City during the Final Site Plan review.
3. All City utility lines located under Fullers Cross Rd as a result of road widening or addition of turn lanes shall be relocated outside of the roadway at the cost of the Developer. Relocation of City utility lines shall be reviewed and approved by the City during the Final Site Plan review.
4. A portion of the City's existing 12" water main - located on the north side of the Fullers Cross Rd right-of-way in the vicinity of the Ocoee Apopka Rd intersection - shall be relocated outside of the roadway to the south side of the right-of-way at the Developer's expense. Relocation of the water main shall be reviewed and approved by the City during the Final Site Plan review.
5. The proposed development shall not encroach on the City's utility easement for the Commerce 429 project's 4" force main. All structures, structure footers, pavement, and trees shall have at least 10' of horizontal separation to the force main. If the location of the existing force main conflicts with the proposed development, the force main and utility easement may be relocated at the Developer's expense. Relocation of the force main and utility easement shall be reviewed and approved by the City during the Final Site Plan review.
6. Signage shall be regulated by the Ocoee Regional Sports Center Master Signage Plan. The plan and standards shall be submitted during the Preliminary Site Plan Review process, in coordination with City staff.
7. An Emergency Plan shall be submitted during the Preliminary Site Plan Review process, in coordination with the Fire Marshall.
8. A Master Landscape Design Plan shall be submitted during the Preliminary Site Plan Review process, in coordination with City staff.

REQUESTED LAND DEVELOPMENT CODE WAIVERS

1. Waiver from Article VIII – Signs.

   Justification: Signage will be regulated by the Ocoee Regional Sports Center Master Signage Plan, to be submitted during the Preliminary Site Plan Review process.

2. Waivers from Article VI – Design and Performance Standards:

   §6-7. - Surface Water Management.

   Justification: Design criteria for drainage easements, open drainage ways, and maintenance berms will be specified during the Preliminary Site Plan Review process, in coordination with City staff.

   §6-10. - Landscaping.

   Justification: Landscaping Plan and Landscaping Design Standards will be submitted during the Preliminary Site Plan Review process, in coordination with City staff.

SERVICE PROVIDERS

1. Electric Power Service will be provided by Duke Energy.
2. Water & Sewer Services will be provided by the City of Ocoee.
3. Solid Waste & Recycling Services will be provided by the City of Ocoee.
4. Fire Protection will be provided by the City of Ocoee.
5. Emergency Services will be provided by the City of Ocoee.
6. Police Protection will be provided by the City of Ocoee.

SITE OVERVIEW

Table 1. Site Data		
Overview		
Gross Area	150.0 Acres	
Conveyances / Deductions	6.2 Acres[a]	
Net Area	143.8 Acres (95.9 % of Gross Area)	
Stormwater & Open Space	**Required**	**Proposed**
Stormwater Management	n/a	Approx. 15.2 Acres (10.6 % of Net Dev. Acreage) (25.7% of Impervious Area)
Public Open Space[b]	35% Min.	Approx. 53.0 Acres Approx. 36.9 % of Net Developable Acreage[c]
Land Use & Zoning	**Existing**	**Proposed**
Future Land Use	Low Density Residential (LDR) 117.7 Acres Conservation (CONS) 32.3 Acres	Commercial (COMM) 150.0 Acres
Future Land Use Element Policies	As adopted in *Section XII* and *FLUE Objective 3*	*FLUE Objective 3* (Activity Center)
Zoning	PUD-LD, R-1AA and Unclassified	Commercial Planned Unit Development (PUD-COMM) (Ocoee Regional Sports Complex PUD)
School Capacity	119 students [d]	No additional school capacity required [d]
Densities & Intensities	**Existing**	**Proposed**
Maximum Intensity (FAR)	3.0 (LDR) 0.1 (CONS)	0.4[e]
Maximum Density (DU/Acre)	4.0	n/a (no residential uses proposed)
Additional Regulations	Per Zoning Districts, and: Eagle Creek of Ocoee PUD - Land Use Plan, Site Plan, PSP; - Development Agreement; - Conditions of Approval.	Proposed Planned Unit Development: - Land Use Plan & Site Plan; - Development Agreement; - Conditions of Approval.
Proposed Planned Unit Development ***(to be submitted under separate application)***		
PUD Standards	See Table 3	
Development Program	See Table 2	

Notes:
(a) Estimated conveyances: 4.2 Ac. ROWs; 2.0 Ac. City Park.
(b) See Table 6 and Sheet 10 or open space calculations.
(c) A comprehensive open space system that includes passive and active recreation, public gathering spaces, and stormwater management is included with the PUD Land Use Plan Set. See Table 6 for details.
(d) Eagle Creek of Ocoee PUD School Concurrency Mitigation Agreement OCE-16-003 (09/2017 - assumed to be expired)
(e) Actual FAR of proposed development program: 2.5M sf / 143.8 Ac = 0.3991. Excluded from FAR: (6.2 Ac. Conveyances)

DEVELOPMENT STANDARDS

Table 2. Proposed Development Program	
Use Description	**Proposed Development Program (gross area) [a]**
Sports Fields[b]	42 Acres / 17 Multi-Purpose Fields
Retail *(excluding restaurants)*	130,000 sf
Restaurants	90,000 sf
Entertainment	65,000 sf
Offices	10,000 sf
Hotels	810,000 sf / 1,114 keys (1,250 keys max.)
Assembly / Conference	40,000 sf
Indoor Sports	160,000 sf
Outdoor Entertainment / Services	25,000 sf
Parking	1,170,000 sf (structured) / 230,000 sf (surface)
Parking Required/Provided	3,438 spaces required[c] / 4,000 spaces provided
Total:	2,500,000 sf (excluding sports fields and surface parking)

Notes:
(a) Square footages may be adjusted during design process, using conversion ratios provided by Table 7. Trip Equivalency Matrix.
(a) May include sports fields, play courts, batting cages, spectator seating areas, training facilities, and other ancillary uses.
(c) total parking requirement includes 15% shared parking reduction.

PUD STANDARDS

Table 3. Proposed PUD Standards	
Description	**Proposed Standard**
Development Intensity (FAR)	0.4 Max.
Development Density (DU/Acre)	n/a – No residential uses allowed
Open Space	Min. 35% of Net Developable Acreage
Building Coverage	Max. 30% of Net Developable Acreage
Impervious Surface	Max. 50% of Net Developable Acreage
PUD Perimeter Buffer	25' Min. 10' Min. Landscaping Buffer from adjacent properties
Internal Setbacks	20' front / 7.5' all other (structures with 1-3 stories) 25' front / 10' all other (structures with 4 stories of more)
Building Separation	15' Min / 20' Min. for structures with 4 stories of more
Parking Requirements	See Table 4. Parking Requirements
Maximum Height[b]	
Retail	3 stories
Restaurants	3 stories
Entertainment	3 stories
Offices	5 stories
Hotels	10 stories
Parking Structures	6 stories / 7 parking levels
Other / unlisted	per Land Use Administrator's determination

Notes:
(b) Excluding mechanical areas / mechanical floors.

PARKING REQUIREMENTS

Table 4. Parking Requirements	
Use Description	**Required Parking**
Sports Fields	1 space for each 4 seats
Retail	1 space for each 200 gross sf
Restaurants [a]	1 space for each 4 fixed seats, plus; 1 parking space for each 75 gross sf of patron use where fix-seat calculation is not applicable.
Entertainment	1 space for each 250 gross sf
Indoor Sports	1 space for each 300 gross sf
Offices	1 space for each 250 gross sf
Hotels	1 space for each hotel key, plus; 1 space for each 3 employees (1 employee for every 4 keys)
Assembly / Conference	1 space for each 250 gross sf
Other / unlisted	per Land Use Administrator's determination
Shared Parking Ratio	15% maximum reduction, applied to total parking requirement

Notes:
(a) Kitchen, services, and restroom square footages are excluded from parking calculation requirements.

PERVIOUS / IMPERVIOUS AREA CALCULATIONS

Table 5. Pervious / Impervious Areas			*Gross Area: 150.0 Ac. / Net Area: 143.8 Ac.*	
Area Description	**Impervious**	**% of Net**	**Pervious**	**% of Net**
Building Footprints	17.0 Ac.	11.8%		
Sports Fields			39.6 Ac.	27.5 %
Structures (w/ Sports Fields)	2.3 Ac.	1.6 %		
Hardscaping Areas	26.5 Ac.	18.4 %		
Landscaping Areas			29.9 Ac.	20.8 %
Water Features			11.0 Ac.	7.6 %
Dry Stormwater Areas			4.2 Ac.	2.9 %
Parking & Circulation	13.3 Ac.	9.2%		
Total	**59.1 Ac.**	**41.1%**	**84.7Ac.**	**58.9 %**
Notes: *Excluded from calculation: 4.2 Ac. ROW conveyance & 2.0 Ac. City Park conveyance*				

(Refer to Sheet 09 for Large-Scale Exhibit)

PUBLIC OPEN SPACE AREA CALCULATIONS

Table 6. Public Open Space Areas			*Gross Area: 150.0 Ac. / Net Area: 143.8 Ac.*	
Area Description	**Excluded from OS Calculation**	**% of Net**	**Public Open Space**	**% of Net**
Building Footprints	17.0 Ac.	11.8 %		
Sports Fields	39.3 Ac.	27.3 %	0.3 Ac.	0.2 %
Structures (w/ Sports Fields)	2.3 Ac.	1.6 %		
Hardscaping Areas	7.7 Ac.	5.3 %	18.8 Ac	13.1 %
Landscaping Areas	9.0 Ac.	6.2 %	20.9 Ac.	14.5 %
Water Features			11.0 Ac.	7.6 %
Dry Stormwater Areas	2.2 Ac	1.5 %	2.0 Ac	1.4 %
Parking & Circulation	13.3 Ac.	9.2 %		
Total	**90.8 Ac.**	**63.1%**	**53.0 Ac.**	**36.9 %**
Notes: *Excluded from calculation: 4.2 Ac. ROW conveyance & 2.0 Ac. City Park conveyance*				

(Refer to Sheet 10 for Large-Scale Exhibit)

TRIP EQUIVALENCY MATRIX

Transportation impacts associated with this application were assessed based on a proposed development program that generated a maximum of 17,960 net new daily trips. The specific mix of uses was based on the current preliminary development program, but if changes were to be required, total development would be capped by the 17,960 net new daily trips, according to the Trip Equivalency Matrix listed below:

TABLE 7 TRIP EQUIVALENCY MATRIX					TO										
	LAND USE [1]	**ITE Land Use Code**	**PM Peak Hour Trip Rate**	**Equivalency Statement [2]**	**Baseball Fields [3]**	**Single Family Detached Residential (DU)**	**Single Family Attached Residential (DU)**	**Multifamily Residential Low-Rise (DU)**	**Multifamily Residential Mid-Rise (DU)**	**Hotel (Rooms)**	**Recreational Community Center (ksf)**	**General Office Building (ksf)**	**Shopping Center (ksfs)**	**Fast Food Restaurant (kfs)**	**Coffee / Donut Shop (ksf)**	**Gas Station (5.5 - 10 ksf) (VFP)**
FROM	**Baseball Fields [3]**	-	12.33	1 Field is equal to	1	13.117	21.632	24.176	31.615	20.898	4.932	8.563	3.626	0.373	0.316	0.334
	Single Family Detached Residential (DU)	210	0.94	1 DU is equal to	0.076	1	1.649	1.843	2.410	1.593	0.376	0.653	0.276	0.028	0.024	0.025
	Single Family Attached Residential (DU)	215	0.57	1 DU is equal to	0.046	0.606	1	1.118	1.461	0.966	0.228	0.396	0.168	0.017	0.015	0.015
	Multifamily Residential Low-Rise (DU)	220	0.51	1 DU is equal to	0.041	0.543	0.895	1	1.308	0.864	0.204	0.354	0.150	0.015	0.013	0.014
	Multifamily Residential Mid-Rise (DU)	221	0.39	1 DU is equal to	0.032	0.415	0.684	0.765	1	0.661	0.156	0.271	0.115	0.012	0.010	0.011
	Hotel (Rooms)	310	0.59	1 Room is equal to	0.048	0.628	1.035	1.157	1.513	1	0.236	0.410	0.174	0.018	0.015	0.016
	Recreational Community Center (ksf)	495	2.50	1 ksf is equal to	0.203	2.660	4.386	4.902	6.410	4.237	1	1.736	0.735	0.076	0.064	0.068
	General Office Building (ksf)	710	1.44	1 ksf is equal to	0.117	1.532	2.526	2.823	3.692	2.440	0.576	1	0.423	0.044	0.037	0.039
	Shopping Center (ksfs)	820	3.40	1 ksf is equal to	0.276	3.617	5.966	6.667	8.719	5.763	1.360	2.362	1	0.103	0.087	0.092
	Fast Food Restaurant (kfs)	934	33.06	1 ksf is equal to	2.681	35.166	57.995	64.815	84.759	56.027	13.223	22.957	9.721	1	0.847	0.895
	Coffee/Donut Shop (ksf)	937	39.02	1 ksf is equal to	3.165	41.509	68.456	76.506	100.047	66.133	15.608	27.098	11.475	1.180	1	1.057
	Gas Station (5.5 - 10 ksf) (VFP)	945	36.92	1 VFP is equal to	2.994	39.272	64.796	72.383	94.656	62.569	14.766	25.638	10.856	1.117	0.946	1

Notes:
1. Trip Equivalency Matrix was developed using Average PM Peak Hour trip generation rates published in the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 11th Edition.
2. DU= Dwelling Unit; ksf = 1,000 gross square feet; VFP = Vehicle Fueling Position
3. Trip rate obtained from trip generation study performed for USSSA Space Coast Complex

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5669 SE Crooked Oak Ave
Hobe Sound, FL 33455

AECOM
150 N. Orange Ave, Suite 201
Orlando, FL 32801
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OCOEE REGIONAL SPORTS COMPLEX
2290 FULLERS CROSS ROAD
OCOEE, FLORIDA

Key plan:

Drawing Title:
GENERAL NOTES

Revisions		
N°	Date	Description
	09/15/24	PUD - 1st Submittal
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DESIGNED BY: BSTN	QA/QC BY: –
DWN BY: BSTN	DATE: 09/15/2024
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PROJECT # 60729465

P. 01

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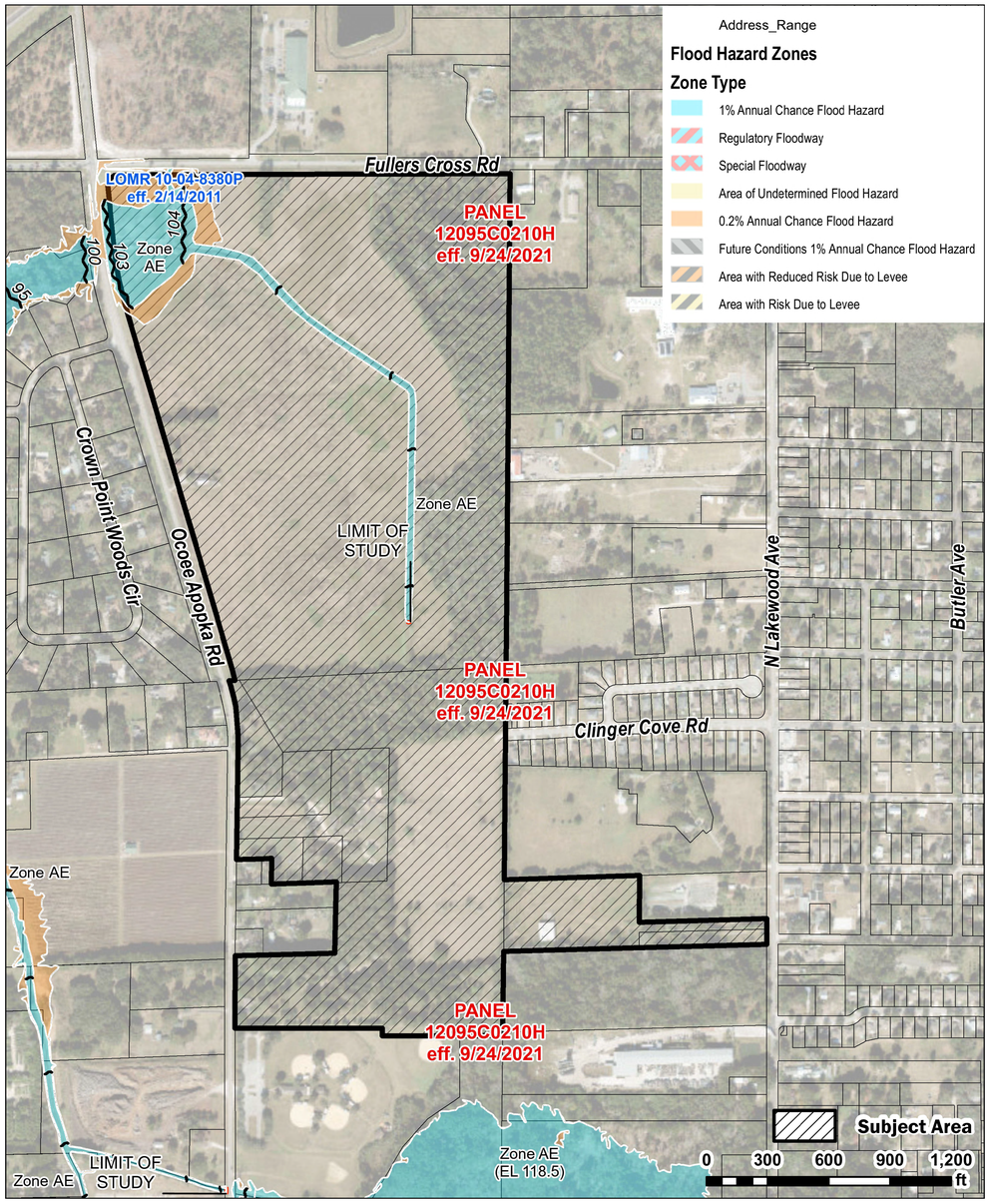
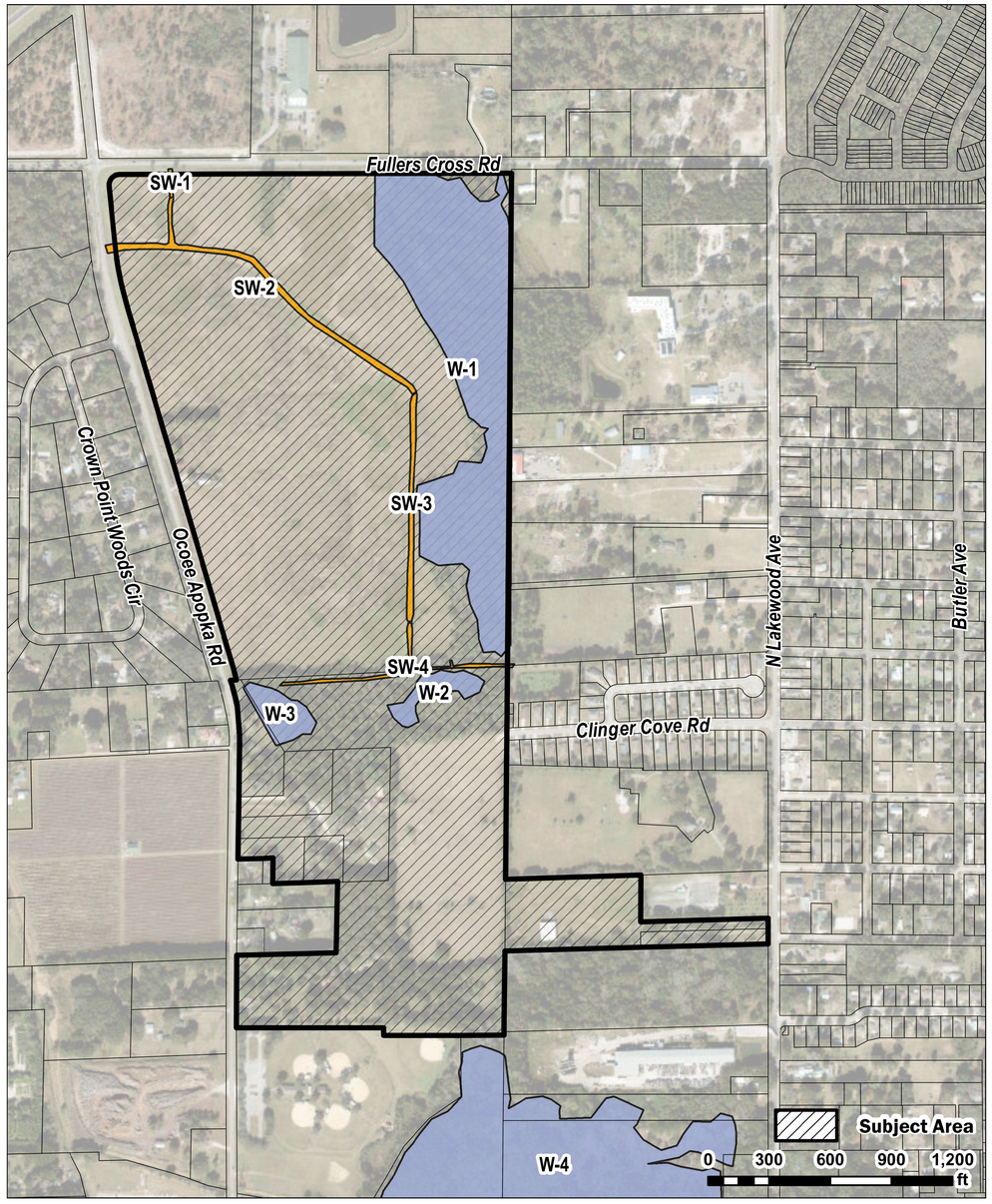


FEMA FLOOD HAZARD ZONES MAP



WETLANDS AND SURFACE WATERS MAP

WETLANDS AND SURFACE WATERS	
Wetlands	**Approximate Acreage**
W-1	± 19.49 Acres
W-2	± 1.1 Acres
W-3	± 1.35 Acres
W-4	± 20.89 Acres
Surface Waters	**Approximate Acreage**
SW-1	± 0.06 Acres
SW-2	± 1.15 Acres
SW-3	± 0.38 Acres
SW-4	± 0.38 Acres

Note: All boundaries have been field-delineated in accordance with State and Federal requirements. Final configuration subject to approval by regulatory agencies.

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Key plan:

Drawing Title:
FEMA & WETLANDS

Revisions		
N°	Date	Description
	09/15/24	PUD - 1st Submittal
	12/27/24	PUD - 2nd Submittal

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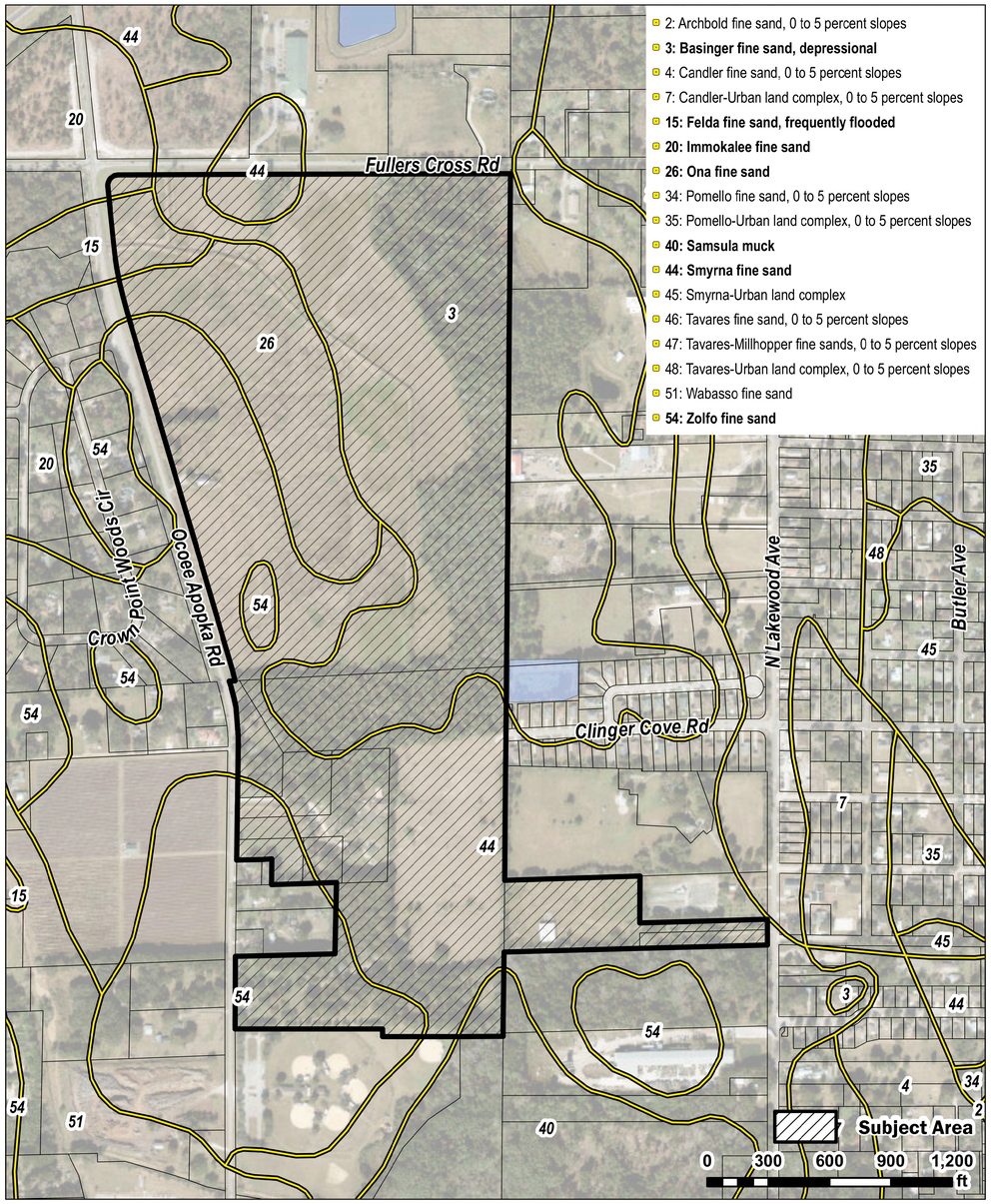
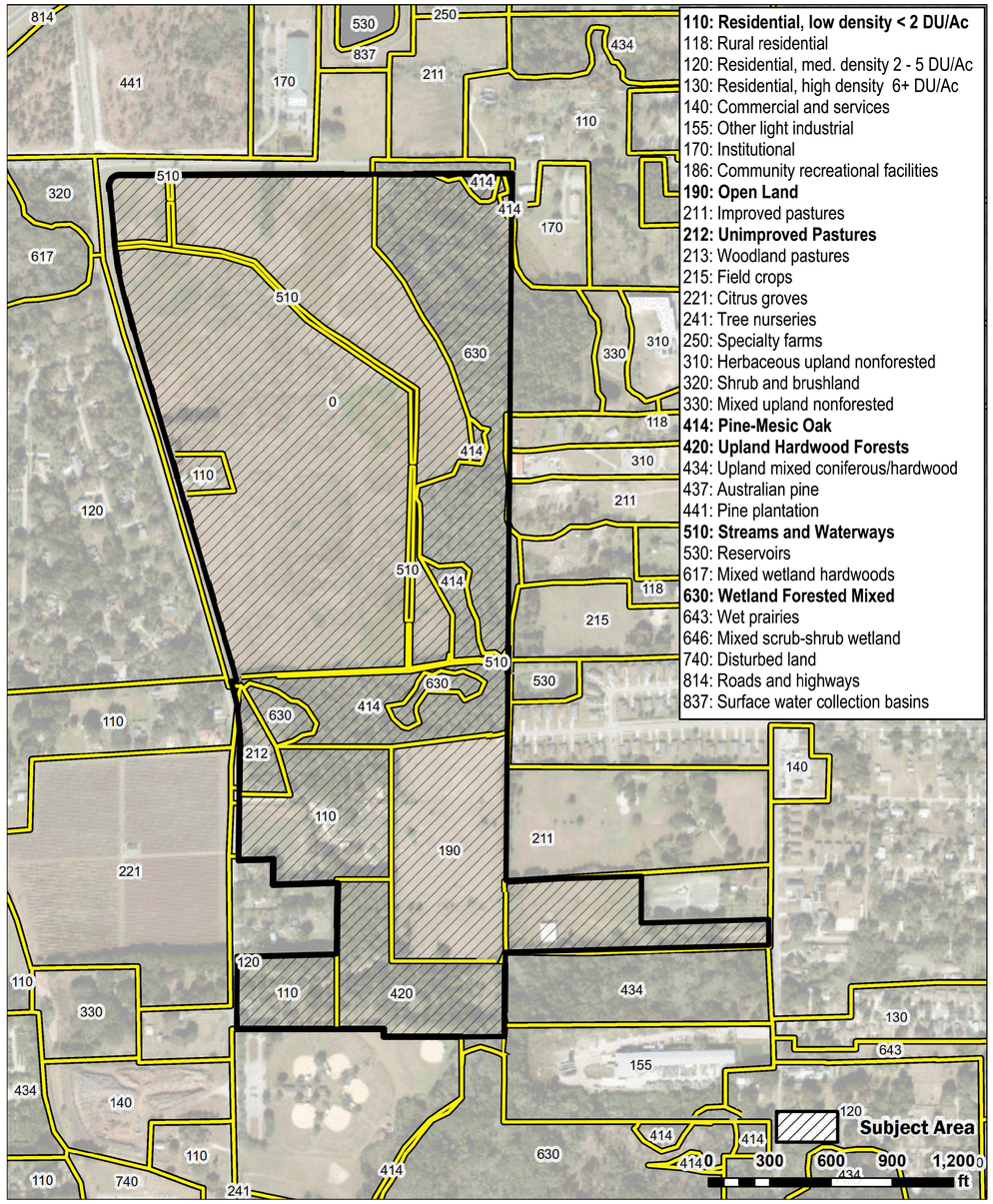


SOILS MAP



LAND USE / LAND COVER MAP (FLUCFCS)

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1601 Lyndon B Johnson Fwy, Suite 201
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(469) 444-4000

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Key plan:

Drawing Title:
SOILS & LAND COVER

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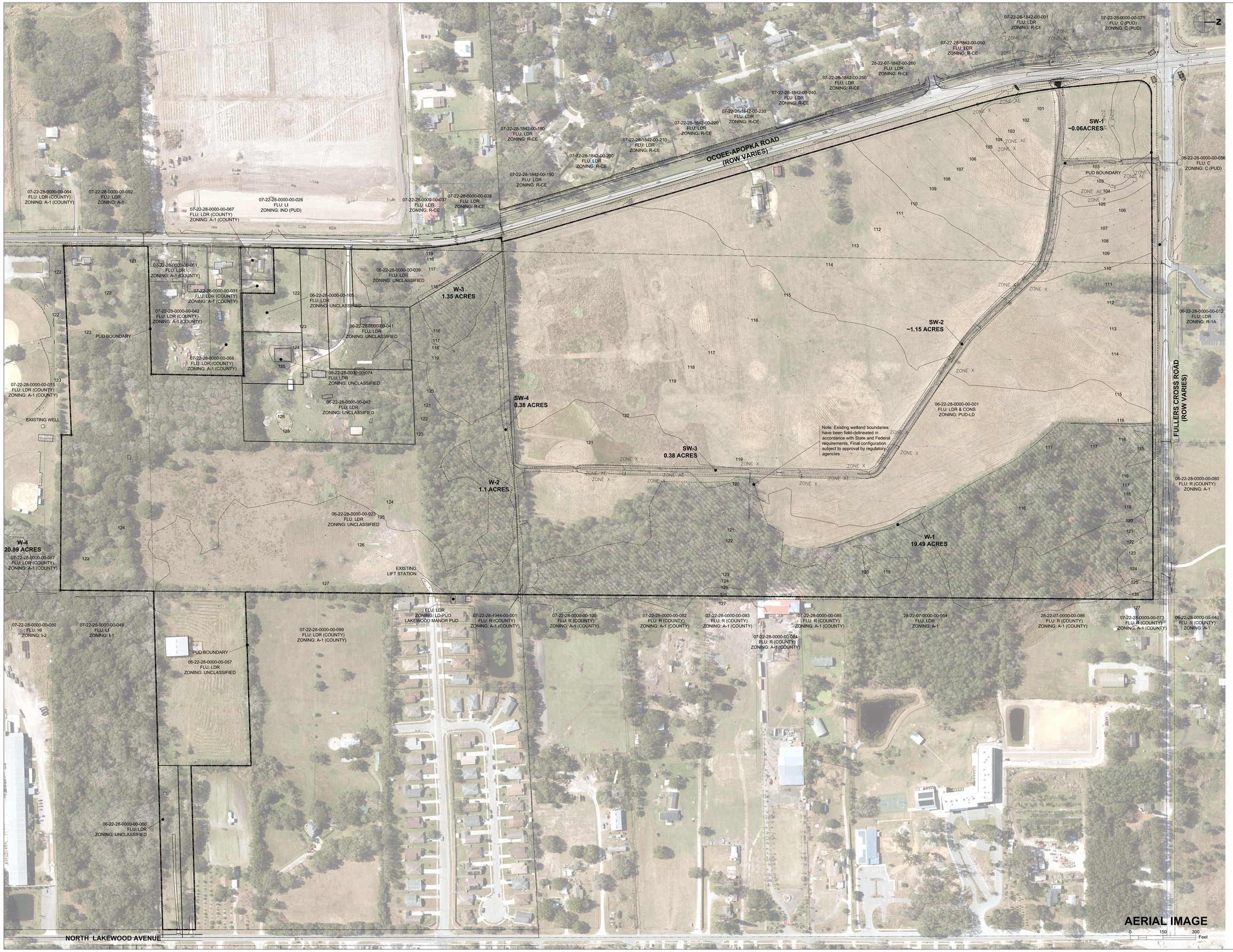

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Hobe Sound, FL 33455

AECOM
100 W. Cypress Creek Road, Suite 201
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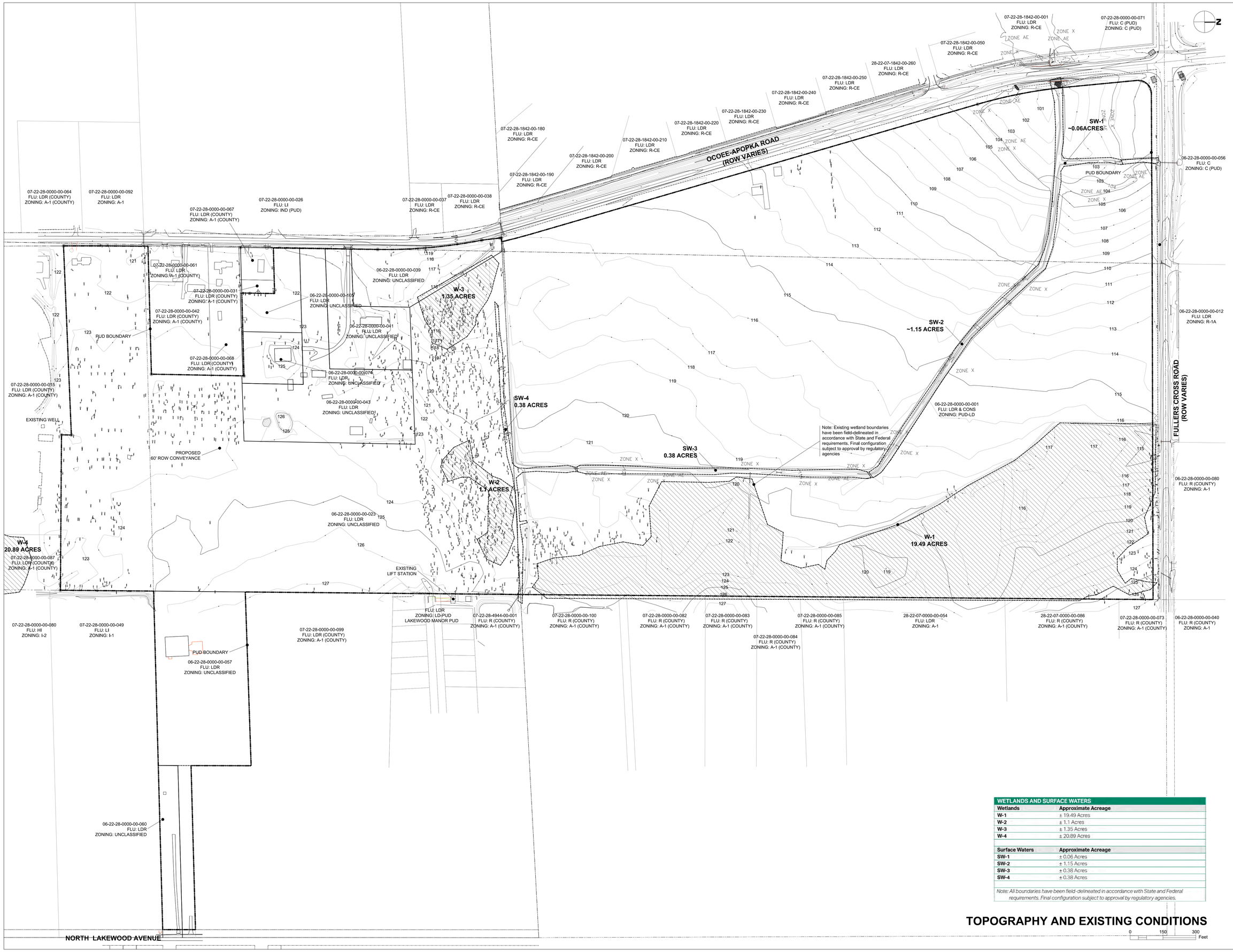

WETLANDS AND SURFACE WATERS	
Wetlands	**Approximate Acreage**
W-1	± 19.49 Acres
W-2	± 1.1 Acres
W-3	± 1.35 Acres
W-4	± 20.89 Acres
Surface Waters	**Approximate Acreage**
SW-1	± 0.06 Acres
SW-2	± 1.15 Acres
SW-3	± 0.38 Acres
SW-4	± 0.38 Acres

Note: All boundaries have been field-delineated in accordance with State and Federal requirements. Final configuration subject to approval by regulatory agencies.

TOPOGRAPHY AND EXISTING CONDITIONS

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OCOEE REGIONAL SPORTS COMPLEX
2290 FULLERS CROSS ROAD
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Key plan:

Drawing Title:
TOPOGRAPHY & EXIST. COND.

Revisions

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CONCEPTUAL SITE PLAN

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OCOEE REGIONAL SPORTS COMPLEX
2290 FULLERS CROSS ROAD
OCOEE, FLORIDA

Key plan:

Drawing Title:
CONCEPTUAL SITE PLAN

Revisions		
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00 DEVELOPMENT SEQUENCING (SINGLE PHASE)

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OCOEE REGIONAL SPORTS COMPLEX
2290 FULLERS CROSS ROAD
OCOEE, FLORIDA

Key plan:

Drawing Title:
DEVELOPMENT SEQUENCING

Revisions		
N°	Date	Description
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	12/27/24	PUD - 2nd Submittal

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P. 07

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Note: conceptual roadway layout provided for preliminary coordination and discussion purposes only. Actual roadway configuration will be subject to design, engineering, review, and approval by regulatory agencies.

N

07-22-28-1842-00-001
FLU: LDR
ZONING: R-CE

07-22-28-0000-00-071
FLU: C (PUD)
ZONING: C (PUD)

07-22-28-1842-00-050
FLU: LDR
ZONING: R-CE

28-22-07-1842-00-260
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-250
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-240
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-230
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-220
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-210
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-200
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-190
FLU: LDR
ZONING: R-CE

07-22-28-1842-00-180
FLU: LDR
ZONING: R-CE

OCOEE-APOPKA ROAD
(ROW VARIES)

06-22-28-0000-00-056
FLU: C
ZONING: C (PUD)

25' PUD SETBACK
PUD BOUNDARY
15' DRAINAGE EASEMENT

07-22-28-0000-00-064
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-092
FLU: LDR
ZONING: A-1

07-22-28-0000-00-026
FLU: LI
ZONING: IND (PUD)

07-22-28-0000-00-067
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

ROW CONVEYANCE
0.4 ACRES

07-22-28-0000-00-037
FLU: LDR
ZONING: R-CE

07-22-28-0000-00-038
FLU: LDR
ZONING: R-CE

FIRST AID /
EMERGENCY TRIAGE

POTENTIAL SHELTER LOCATION

07-22-28-0000-00-061
FLU: LDR
ZONING: A-1 (COUNTY)

07-22-28-0000-00-031
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-042
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

25' PUD SETBACK

PUD BOUNDARY

60' ROW
CONVEYANCE
3.8 ACRES

07-22-28-0000-00-068
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

EMERGENCY ACCES
ROUTES (20' CLEAR PATH)

06-22-28-0000-00-012
FLU: LDR
ZONING: R-1A

FULLERS CROSS ROAD
(ROW VARIES)

07-22-28-0000-00-015
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

EXISTING WELL

SERVICE GATE

10' UTILITY EASEMENT

06-22-28-0000-00-080
FLU: R (COUNTY)
ZONING: A-1

07-22-28-0000-00-087
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

SERVICE / EMERGENCY (PRIVATE ROAD)

EXISTING
LIFT STATION

FIRST AID /
EMERGENCY TRIAGE

15' DRAINAGE EASEMENT
20' UTILITY EASEMENT
10' LANDSCAPE BUFFER

15' DRAINAGE EASEMENT
10' LANDSCAPE BUFFER

07-22-28-0000-00-080
FLU: HI
ZONING: I-2

07-22-28-0000-00-049
FLU: LI
ZONING: I-1

25' PUD SETBACK
PUD BOUNDARY

07-22-28-0000-00-099
FLU: LDR (COUNTY)
ZONING: A-1 (COUNTY)

FLU: LDR
ZONING: LD-PUD
LAKEWOOD MANOR PUD

07-22-28-4944-00-001
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-100
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-082
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-083
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-084
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-085
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

28-22-07-0000-00-054
FLU: LDR
ZONING: A-1

28-22-07-0000-00-086
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

07-22-28-0000-00-073
FLU: R (COUNTY)
ZONING: A-1 (COUNTY)

06-22-28-0000-00-040
FLU: R (COUNTY)
ZONING: A-1

(PROPOSED ROAD - 60' ROW)

NORTH LAKEWOOD AVENUE

EMERGENCY ACCESS PLAN

0 150 300 Feet

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OCOEE REGIONAL SPORTS COMPLEX
2290 FULLERS CROSS ROAD
OCOEE, FLORIDA

Key plan:

Drawing Title:
EMERGENCY ACCESS

Revisions		
N°	Date	Description
	09/15/24	PUD - 1st Submittal
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PERVIOUS / IMPERVIOUS AREA CALCULATIONS

Table 5. Pervious / Impervious Areas — *Gross Area: 150.0 Ac. / Net Area: 143.8 Ac.*

Plan Legend	Area Description	Impervious	% of Net	Pervious	% of Net
	Building Footprints	17.0 Ac.	11.8%		
	Sports Fields			39.6 Ac.	27.5 %
	Structures (w/ Sports Fields)	2.3 Ac.	1.6 %		
	Hardscaping Areas	26.5 Ac.	18.4 %		
	Landscaping Areas			29.9 Ac.	20.8 %
	Water Features			11.0 Ac.	7.6 %
	Dry Stormwater Areas			4.2 Ac.	2.9 %
	Parking & Circulation	13.3 Ac.	9.2%		
	Total	**59.1 Ac.**	**41.1%**	**84.7Ac.**	**58.9 %**
ROW / Park	*Notes:*				
	Excluded from calculation: 4.2 Ac. ROW conveyance & 2.0 Ac. City Park conveyance.				

PERVIOUS / IMPERVIOUS AREAS

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2290 FULLERS CROSS ROAD
OCOEE, FLORIDA

Key plan:

Drawing Title:
PERVIOUS / IMPERVIOUS PLAN

Revisions			
N°	Description	Date	
1	PUD - 1st Submittal	09/15/24	
2	PUD-2nd Submittal	02/28/24	

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P. 09

Sheet 10 / 13

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PUBLIC OPEN SPACE AREA CALCULATIONS

Plan Legend	Table 6. Public Open Space Areas			Gross Area: 150.0 Ac. / Net Area: 143.8 Ac.	
	Area Description	Excluded from OS Calculation	% of Net	Public Open Space	% of Net
	Building Footprints	17.0 Ac.	11.8 %		
	Sports Fields	39.3 Ac.	27.3 %	0.3 Ac.	0.2 %
	Structures (w/ Sports Fields)	2.3 Ac.	1.6 %		
	Hardscaping Areas	7.7 Ac.	5.3 %	18.8 Ac	13.1 %
	Landscaping Areas	9.0 Ac.	6.2 %	20.9 Ac.	14.5 %
	Water Features			11.0 Ac.	7.6 %
	Dry Stormwater Areas	2.2 Ac	1.5 %	2.0 Ac	1.4 %
	Parking & Circulation	13.3 Ac.	9.2 %		
	Total	**90.8 Ac.**	**63.1%**	**53.0 Ac.**	**36.9 %**
ROW / Park	*Notes:* *Excluded from calculation: 4.2 Ac. ROW conveyance & 2.0 Ac. City Park conveyance.*				

PUBLIC OPEN SPACE AREAS

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2290 FULLERS CROSS ROAD
OCOEE, FLORIDA

Key plan:

Drawing Title:
CONCEPTUAL OPEN SPACE PLAN

Revisions		
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PLOT SCALE: AS INDICATED	SIZE: 30"X42"
FILE NAME: ---	

PROJECT # 60729465

P. 10

Sheet 11 / 13

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LEGEND:

- BOUNDARY LINE
- WALL
- DRAINAGE LINE
- MODELED LAND WEIR
- WET POND
- INLET
- CONTROL STRUCTURE
- EXISTING CULVERT

NOTE:
THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE DURING THE PERMIT PROCESS

SCALE: 1" = 150' 0 50' 100' 200'

NOT FOR CONSTRUCTION

AECOM

PROJECT

DYNASTY SPORTS COMPLEX FEILDS

2290 Fullers Cross Road
Ocoee, FL 34761

CLIENT

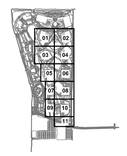
Montierre Development, PLLC
5669 SE Crooked Oak Ave
Hobe Sound, FL 33455
407-562-6311

CONSULTANTS

AECOM
390 North Orange Avenue
Suite 750
Orlando, FL 32801
www.aecom.com

REGISTRATION

KEY PLAN



ISSUE/REVISION

I/R	DATE	DESCRIPTION

PROJECT NUMBER

SHEET TITLE

SHEET NUMBER

Project Management Initials:
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Checked: CHK
Approved: APR
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©2024 AECOM Corporation
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LEGEND:

- BOUNDARY LINE
- WALL
- FORCE MAIN LINE
- SEWER GRAVITY LINE
- WET POND
- SEWER MANHOLE
- LIFT STATION (LS)
- BFP/METER

NOTE:
THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE DURING THE PERMIT PROCESS

SCALE: 1" = 150' 0 20' 100' 200'

NOT FOR CONSTRUCTION

AECOM

PROJECT

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ORDINANCE NO. 2025-
(Rezoning Ordinance for Ocoee Regional Sports Complex)

TAX PARCEL ID: 07-22-28-0000-00-001,
07-22-28-0000-00-023, 07-22-28-0000-00-057,
07-22-28-0000-00-041, 07-22-28-0000-00-039,
07-22-28-0000-00-043, 07-22-28-0000-00-105,
07-22-28-0000-00-060, and 07-22-28-0000-00-074

CASE NO. RZ-24-09-07: Ocoee Regional Sports Complex Rezoing

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM CITY PUD (PLANNED UNIT DEVELOPMENT DISTRICT), CITY R-1AA (SINGLE FAMILY DWELLING DISTRICT), & COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 150 ACRES GENERALLY LOCATED IN THE SOUTHEAST CORNER OF THE FULLERS CROSS ROAD AND OCOEE APOPKA ROAD INTERSECTION; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the "Applicant") of certain real properties located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to rezone said real property (the "Rezoning"); and

WHEREAS, the Applicant seeks to rezone certain real properties containing approximately 150 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from City PUD (Planned Unit Development), City R-1AA (Single Family Dwelling District), and County A-1 (Citrus Rural District) to City PUD (Planned Unit Development District); and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the "Ocoee City Code"), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the "Ocoee Comprehensive Plan"); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the "Planning and Zoning Commission"), acting as the Local Planning Agency; and

WHEREAS, on January 14, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on February 18, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. **AUTHORITY**. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. **REZONING**. The zoning classification, as defined in the Ocoee City Code, of the Properties described in **Exhibit "A"** containing approximately 150 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from City PUD (Planned Unit Development), City R-1AA (Single Family Dwelling Districdt), and County A-1 (Citrus Rural District) to City PUD (Planned Unit Development District). A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit "B"** and by this reference is made a part hereof.

SECTION 3. **COMPREHENSIVE PLAN**. The Ocoee City Commission hereby finds the Rezoning of the lands described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. **ZONING MAP**. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

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

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

SECTION 7. **EFFECTIVE DATE**. This Ordinance shall become effective following the effective date of the corresponding Large-Scale Comprehensive Plan Future Land Use Map and Text Amendment for the Ocoee Regional Sports Complex, to be known as The Dynasty.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

ADVERTISED _____, 2025
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY
this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NOS.:

07-22-28-0000-00-001 (95.11 ACRES)
THE W1/2 OF NE1/4 & E1/2 OF NW1/4 LYING E OF SR 437 IN SEC 07-22-28 & (LESS PT TAKEN FOR R/W DESC AS COMM AT N1/4 CORNER OF SEC 7-22-28 TH S1-3-52W ALONG W LINE OF NE1/4 OF SEC 7-22-28 30.01 FT TO POB TH N89-50-37E 1280.94 FT TO E LINE OF W1/2 OF NE1/4 OF SEC 7-22-28 TH S0-27-1W 20 FT TH S89-50-37W 1281.16 FT TH S89-43-45W 648.52 FT TO POINT OF CURVATURE OF A CURVE CONCAVE SELY TH SWLY ALONG CURVE HAVING A RADIUS OF 50 FT CENTRAL ANGLE OF 95-9-26 ARC LENGTH OF 83.04 FT CHORD LENGTH OF 73.82 FT AND CHORD BRG OF S42-9-2W TO POINT OF TANGENCY TH S5-25-41E 266.84 FT TO POINT OF CURVATURE OF A CURVE CONCAVE NELY TH SELY ALONG CURVE HAVING A RADIUS OF 1849.9 FT CENTRAL ANGLE OF 10-47-31 ARC LENGTH OF 348.43 FT CHORD LENGTH OF 347.92 FT AND CHORD BRG OF S10-49-27E TO THE POINT OF TANGENCY TH S16-13-12E 1773.29 FT TH S15-21-49E 59.23 FT TH S13-39-3E 55.93 FT TO POINT LYING ON S LINE OF NW1/4 OF SEC 7-22-28 TH S86-56-26W ALONG S LINE 28.44 FT TO POINT ON NON-TANGENT CURVE CONCAVE SWLY TH NWLY ALONG NON-TANGENT CURVE HAVING A RADIUS OF 1941.86 FT CENTRAL ANGLE OF 3-11-30 ARC LENGTH OF 108.17 FT CHORD LENGTH OF 108.15 FT AND CHORD BRG OF N14-37-29W TO THE POINT OF TANGENCY TH N16-13-13W 16.18 FT TH N16-20-6W 500 FT TH N16-2-55W 1000 FT TH N15-27-46W 407.21 FT TH N7-33-7W 524.34 FT TH N5-25-43W 24.17 FT TH N89-43-45E 740.7 FT TO POB PER DOC 20190042931)

07-22-28-0000-00-023 (37.12 ACRES)
BEG NW COR OF SW1/4 OF SE1/4 OF SEC 7-22-28 TH RUN N86-56-10E 1310.03 FT TH S00-31-51W 1398.44 FT TH S00-31-51W 355.17 FT TH N89-35-48W 592.6 FT N01-06-44E 37.61 FT TH S87-37-29W 726.4 FT TH N00-48-40E 322 FT TH N88-29-43E 489.51 FT TH N01-04-18E 345.22 FT TH N88-06-20E 248.67 FT TH N01-04-18E 652.77 FT TH S87-43-51W 523.06 FT TH N31-10-03W 411.03 FT TO POB (LESS RD R/W) & COMM AT THE CENTER OF SEC 7 TH ALONG W LINE OF SE 1/4 TH S01-04-18W 1672.03 FT TH DEPARTING W LINE RUN S88-55-42E 5.55 FT TO POB TH N87-37-29E 726.4 FT TH S01-06-44W 37.61 FT TH S89-35-48E 592.6 FT TH S00-31-51W 57.88 FT TH S89-55-44W 590.37 FT TH N00-04-16W 37.61 FT TH S89-55-44W 726.8 FT TH N00-48-40E 33.58 FT TO POB (LESS RD R/W)

07-22-28-0000-00-057 (6.09 ACRES)
BEG SW COR NE1/4 OF SE1/4 N 349.5 FT E 663 FT S 353.9 FT W 663.8 FT TO POB & N 50 FT OF S 125 FT OF E1/2 OF NE1/4 OF SE1/4 OF SEC 07-22-28

07-22-28-0000-00-041 (2.23 ACRES)
BEG 574.86 FT S 1 DEG W FROM CENTER OF SEC RUN N 87 DEG E 219.78 FT N 1 DEG E 214.5 FT N 87 DEG E 239.66 FT TH S 1 DEG W 314.53 FT S 87 DEG W 458.80 FT N 100 FT TO POB (LESS W 30 FT RD R/W) IN SEC 07-22-28

07-22-28-0000-00-039 (2.10 ACRES)
BEG NW COR OF SE1/4 RUN S 8.71 CHS E 3.33 CHS N 3.35 CHS NWLY TO BEG & NE1/4 OF SW1/4 E OF RD SEC 07-22-28

07-22-28-0000-00-043 (5.02 ACRES)
FROM THE NW COR OF NW1/4 OF SE1/4 RUN S 1 DEG W 674.86 FT N 87 DEG E 0.98 FT FOR POB THN N 87 DEG E 458.80 FT N 1 DEG E 314.53 FT N 87 DEG E 283.06 FT S 1 DEG W 650.10 FT S 87 DEG W 221.90 FT N 1 DEG E 228.76 FT W 519.27 FT N 1 DEG E 104.17 FT TO POB (LESS W 30 FT RD R/W) IN SEC 07-22-28

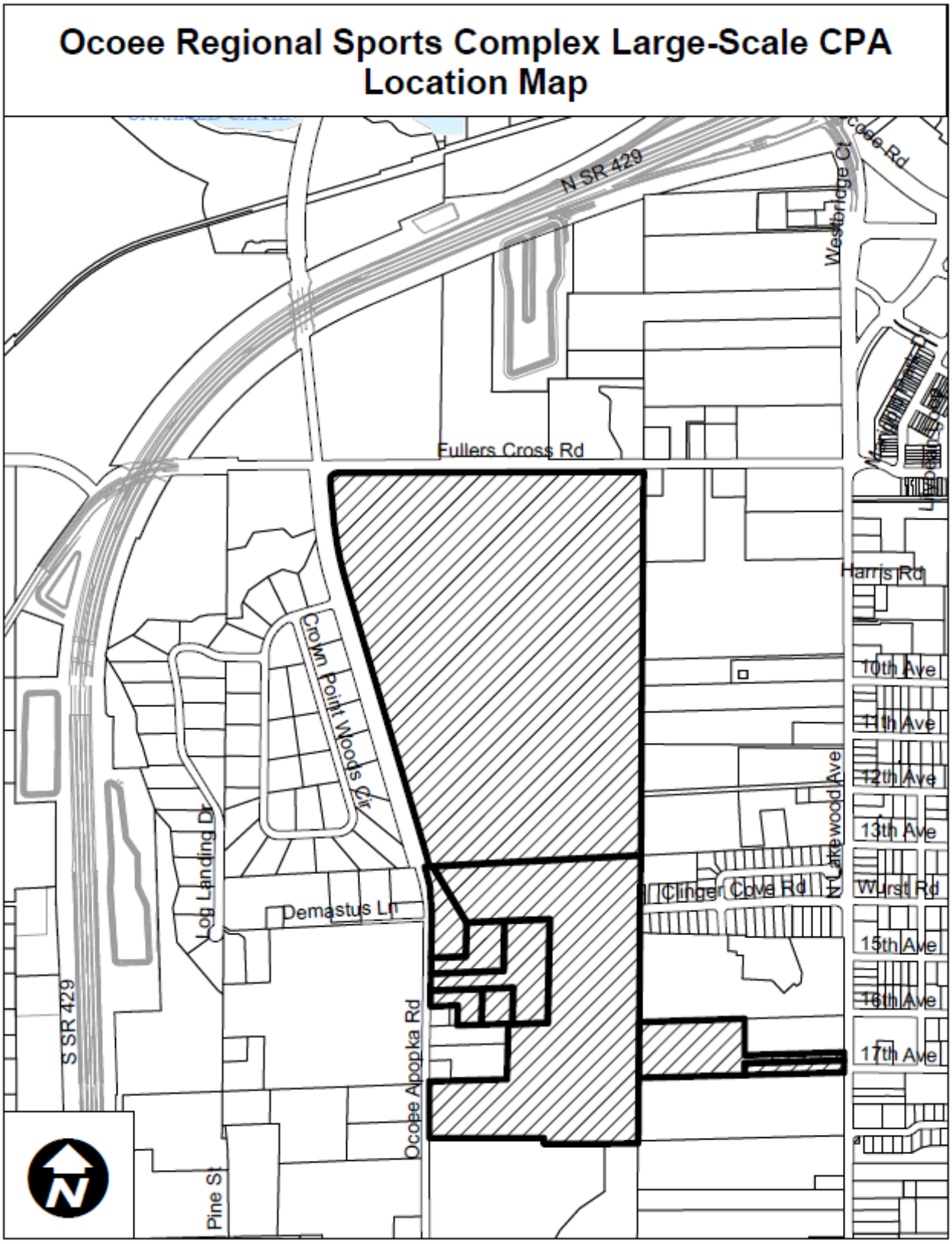
07-22-28-0000-00-105 (1.18 ACRES)
(NOTE: AGRICULTURAL PORTION OF FOLLOWING DESCRIBED PROPERTY) FROM THE CENTER OF SEC RUN S 01 DEG W 779.03 FT TH N 88 DEG E 1.48 FT FOR POB TH N 88 DEG E 519.27 FT S 01 DEG W 228.76 FT S 87 DEG W 27 FT N 01 DEG W 3.91 FT S 88 DEG W 318.03 FT N 01 DEG E 125 FT S 88 DEG W 173.77 FT N 01 DEG E 100 FT TO POB IN SEC 07-22-28 (LESS RD R/W ON W)

07-22-28-0000-00-060 (1.08 ACRES)
BEG AT SE COR OF NE1/4 OF SE1/4 RUN W 656 FT N 75 FT E 656 FT S 75 FT TO POB (LESS E 30 FT FOR R/W) IN SEC 07-22-28

AND

07-22-28-0000-00-074 (1.00 ACRE)
(NOTE: HX PORTION OF FOLLOWING DESCRIBED PROPERTY) FROM THE CENTER OF SEC RUN S 01 DEG W 779.03 FT TH N 88 DEG E 1.48 FT FOR POB TH N 88 DEG E 519.27 FT S 01 DEG W 228.76 FT S 87 DEG W 27 FT N 01 DEG W 3.91 FT S 88 DEG W 318.03 FT N 01 DEG E 125 FT S 88 DEG W 173.77 FT N 01 DEG E 100 FT TO POB IN SEC 07-22-28 (LESS RD R/W ON W)

EXHIBIT "B"


Ocoee Regional Sports Complex Large-Scale CPA
Location Map
N SR 429
Westbridge Ct
Fullers Cross Rd
Harris Rd
10th Ave
11th Ave
12th Ave
13th Ave
Wurst Rd
15th Ave
16th Ave
17th Ave
N Lakewood Ave
Clinger Cove Rd
Crown Point Woods Cir
Log Landing Dr
Demastus Ln
S SR 429
Ocoee Apopka Rd
Pine St
N

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 law[1] 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):

Zoning classifications are required to be consistent with the Future Land Use Map designation(s) of property. Therefore, the proposed ordinance will rezoning the subject property (approximately 150 acres of land) from City PUD, City R-1AA and County A-1 to City PUD for purposes of bringing the zoning district into conformance with the Future Land Use Map designation of Commercial in order to develop the Ocoee Regional Sports Complex.

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; and

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 Ocoee Regional Sports Complex is anticipated to promote and bring about significant positive economic impacts to the City via improvements to transportation and utility infrastructure, dedication of land for a new city park, containment/capping of contaminated soils, and construction and permanent jobs in a variety of industries, including hotel/lodging, professional sports and sports medicine, retail, dining, entertainment, and office.

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 9

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Public Hearing for 304 Calliope Street - Renwick Variance Request; Project No. VR-24-03. (Planner I Belizaire)

Background Summary:
The property is located in Commission District 3 and addressed at 304 Calliope Street. It is zoned R-1AA (Single Family Dwelling District) and is assigned parcel ID number 32-22-28-9285-00-740. Per Section 5-14A and corresponding Table 5-2 (Minimum Zoning Descriptions on Permitted Uses) of Article V of the Land Development Code, the maximum allowable impervious surface area (ISA) for all lots within all residential zoning districts is 50% of the lot area. The property contains 9,380 SF of land area, thus, the maximum ISA permitted is limited to 4,690 SF. The applicant is requesting a total ISA of 7,558.53 SF (or 81% of the lot), representing a 61.2% variance to Table 5-2. This causes the lot to exceed the maximum allowable impervious surface area (ISA) by 31% (approximately 2,907.80 SF) for purposes of installing impervious surface materials in the rear and side yards, specifically:

- Installation of pavers covering nearly the entirety of the rear yard, and
- Installation of paver walkways along the side yards.

According to Article IV, Section 4-9A, approval of a variance requires that the applicant demonstrate compliance with four (4) criteria, as follows:

1. That special conditions and circumstances exist which are peculiar to the land, structures, or required subdivision improvements involved and which are not applicable to other lands, structures, or required subdivision improvements;
2. That a literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions;
3. That the special conditions and circumstances do not result from the actions of the applicant; and
4. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions.

Applicant Response: The applicant's justifications are as follows:
This project involves the installation of pavers in the backyard of a residence in Ocoee, Florida. Specifically, this variance request seeks the City's approval for an increase in the maximum allowable impervious area percentage for the property. The installation of pavers covers the entire patio area and is intended to address a rodent control issue (rats). The current total area of the pavers in the backyard patio is approximately 2,876 square feet. The survey titled "Proposed Survey for 2024 Permit" illustrates the total proposed paver area.

The primary motivation for this intervention is to address the presence of rats and snakes on the property, which have emerged due to the proximity and operation of a sewer pump located behind the residence, belonging to Thornebrooke Elementary School. The implementation of pavers aims to provide an effective and long-lasting solution to the pest problems.

- Pest Control: The presence of rats and snakes in the backyard area, exacerbated by the presence of the sewer pump, indicates a public health and safety concern. Installing pavers can help create a surface that limits hiding spots for these animals, thereby reducing their presence.
- Enhancement of Safety: By reducing hiding spots for rats and snakes, the safety of the residence is increased. This is especially important for the family and neighbors with children and pets, who are more vulnerable to dangerous encounters.
- Stormwater Management: In addition, pavers allow water to filter through their joints, which helps reduce runoff and minimizes the risk of flooding. This contributes to better management of rainwater and protects the surrounding environment. By allowing water to filter through the joints of the pavers, it contributes to sustainable water management.

Finally, the lot has a natural slope that allows for effective drainage of rainwater without affecting neighboring properties, as the water flows toward the back of the residence. During the heavy rains associated with Hurricane Milton, it was clear that the rainwater filtered through the pavers, preventing any accumulation in the neighboring residences. Additionally, most of the pavers have been installed since 2020, which demonstrates that during the various storms experienced in Florida, characterized by substantial rainfall, the natural drainage created by the slope of our patio has successfully mitigated water accumulation and drainage issues.

Staff Analysis: Staff finds that the justifications provided by the applicant do not support and are not sufficient to demonstrate compliance with the four (4) evaluation criteria. Staff's analysis is summarized below:

- Criteria 1: Special Circumstances & Conditions: There are no special conditions and circumstances that exist that are peculiar to the land in that the subject lot is of similar dimensions, shape, and size as all of the lots in this block of the subdivision. The lot is rectangular in shape with a slight bend along the East property line near the front of the lot. Also, like all of the lots in the subdivision, the subject lot has 5-foot drainage and utility easements along the side lot lines where impervious materials are not permitted.
- Criteria 2: Literal Interpretation of Code: The literal interpretation of the provisions of these regulations would not deprive the property owner of rights commonly enjoyed by other properties with similar conditions. Construction of the residence (including the front covered porch and rear covered lanai), driveway, and walkway yielded an ISA of approximately 43%, leaving approximately 7% (or 656.6 square feet) of impervious surface area available for use by the property owner. The remaining 7% (or 656.6 square feet) of impervious surface area coverage allows adequate square footage for the property owner to construct a reasonably sized patio or other accessory structures on the property.
- Criteria 3: Actions of the Applicant: The circumstances of this variance are the result of the actions of the applicant/property owner. The property was cited by Code Enforcement for having unpermitted pavers in the rear and side yards. In an effort to be compliant with Code Enforcement, the applicant/property owner pursued a building permit to account for the 1,922 square feet of existing unpermitted pavers installed in 2020 plus the desired additional 1,569.25 SF of pavers to the property (refer to the attached survey).
- Criteria 4: Conference of Special Privilege: Granting the requested variance would confer a special privilege to the applicant that is denied by these regulations to other lands or required subdivision improvements under similar conditions, as other properties are also not permitted to exceed the maximum ISA.

On December 16, 2024, staff met with the applicants to discuss their issues and concerns relative to rodents and snakes in their backyard; however, staff explained that the variance criteria do not speak to nuisance-related concerns and clarified that the variance would not constitute approval of impervious materials (pavers) within the Drainage and Utility Easements. The applicants agreed to reduce the width of the paver walkways along the sides of the residence from 3 feet wide to 2.48 feet wide so as to not encroach into the easements. This will reduce the impervious area by 97.24 square feet, or 1%, bringing the total requested ISA to 80%.

Staff does not support the requested variance as there is insufficient, code-based justification to support the variance.

Issue:

Should the Honorable Mayor and City Commissioners approve the requested variance to Section 5-14A and corresponding Table 5-2 of Article V of the Land Development Code to exceed the maximum allowable impervious surface area (ISA) by 31% (approximately 2,907.80 square feet) for a total ISA of 81% (7,558.53 square feet) for purposes of installing pavers covering nearly the entirety of the rear yard, and paver walkways along the side yards, representing a 61.2% variance?

Recommendations:

Planning and Zoning Commission (PZC) Recommendation:

The Planning and Zoning Commission (PZC) considered this item at its January 14, 2025, hearing. The PZC discussed whether the property owner spoke to Thornebrooke Elementary School or Orange County Public Schools about the sewer pump and any clean up or maintenance that could be done to help alleviate the issues expressed by the applicants. Following discussion and based on the variance request not demonstrating compliance with the approval criteria in Section 4-9A of Article IV, the PZC made a recommendation of denial of the requested variance to Section 5-14A and corresponding Table 5-2 of Article V of the Land Development Code in order to not allow the property to exceed the maximum 50% allowable impervious surface area (ISA) on the property.

Staff Recommendation:

Staff recommends that the City Commission deny the requested variance to Section 5-14A and corresponding Table 5-2 of Article V of the Land Development Code and not allow the property to exceed the maximum 50% allowable impervious surface area (ISA) for the purposes of installing pavers covering nearly the entirety of the rear yard and paver walkways along the side yards.

Attachments:

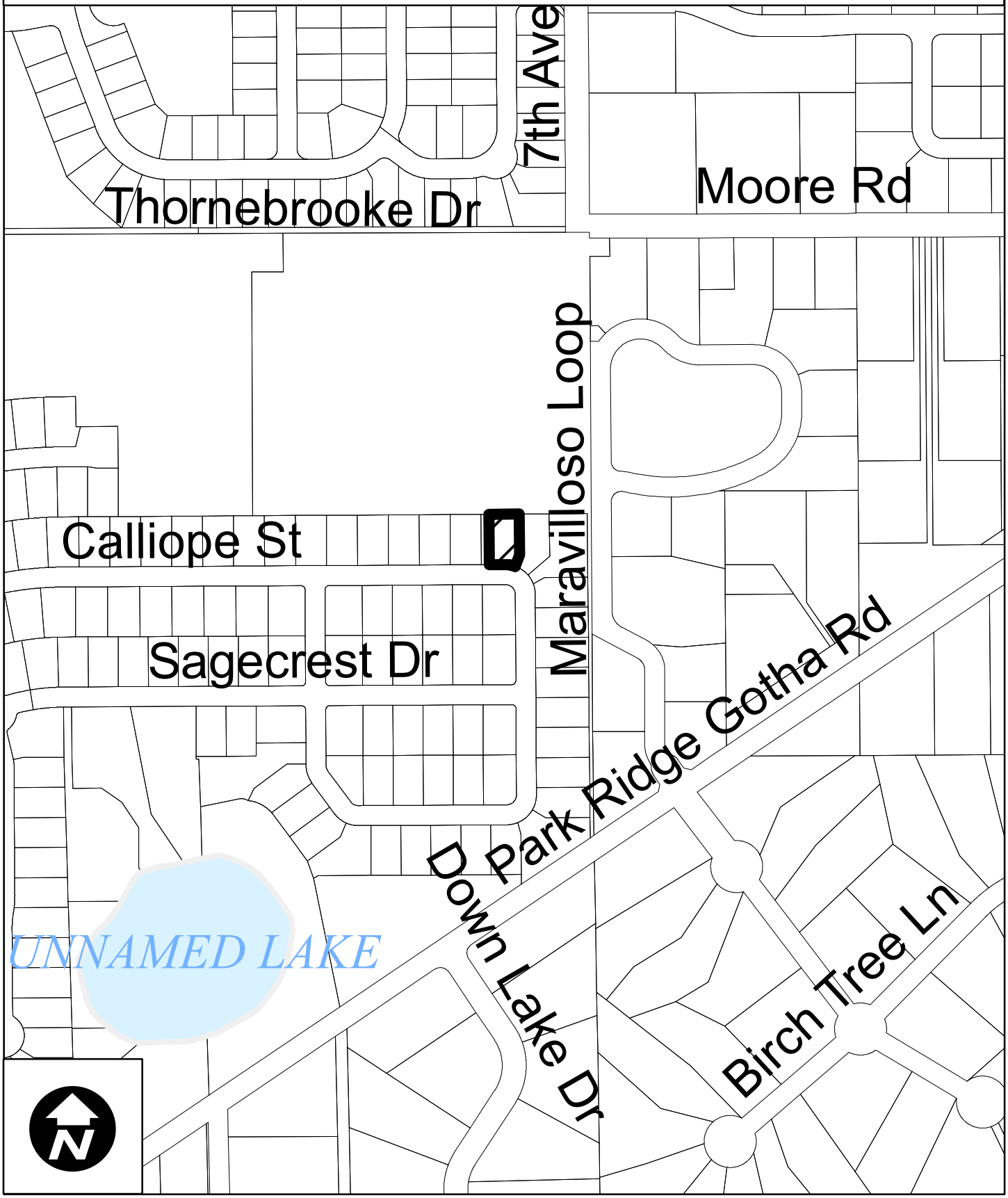
1. Location Map
2. Aerial Map
3. Future Land Use Map
4. Zoning Map
5. Original Survey
6. Existing 2020 Survey
7. Proposed Survey for 2024 Permit
8. 304 Calliope Street Rat Photo
9. Advertisement

Financial Impacts:

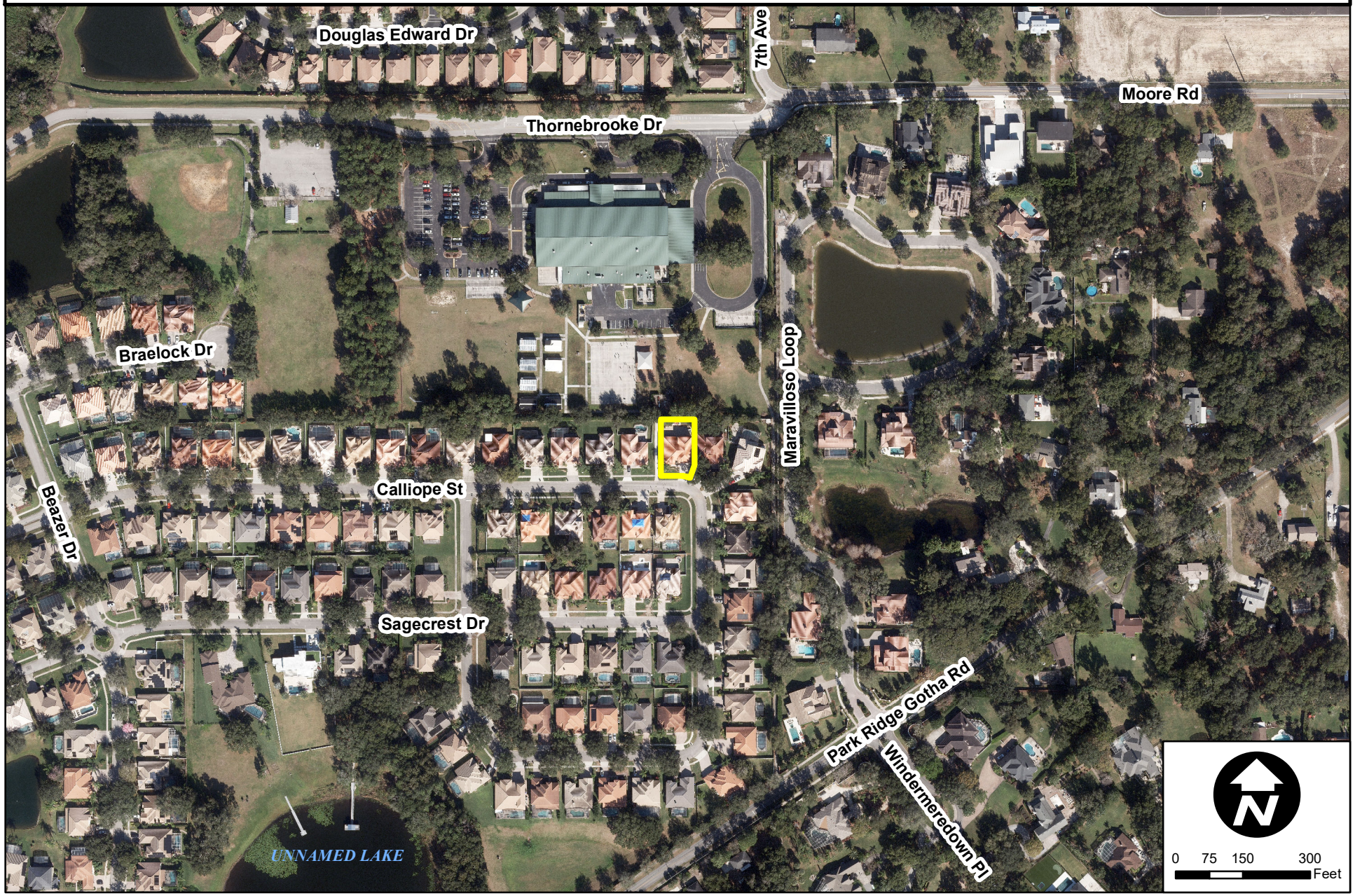
N/A

Type of Item: Public Hearing

304 Calliope Street - Renwick Variance
Location Map



304 Calliope Street - Renwick Variance
2024 Aerial Photography

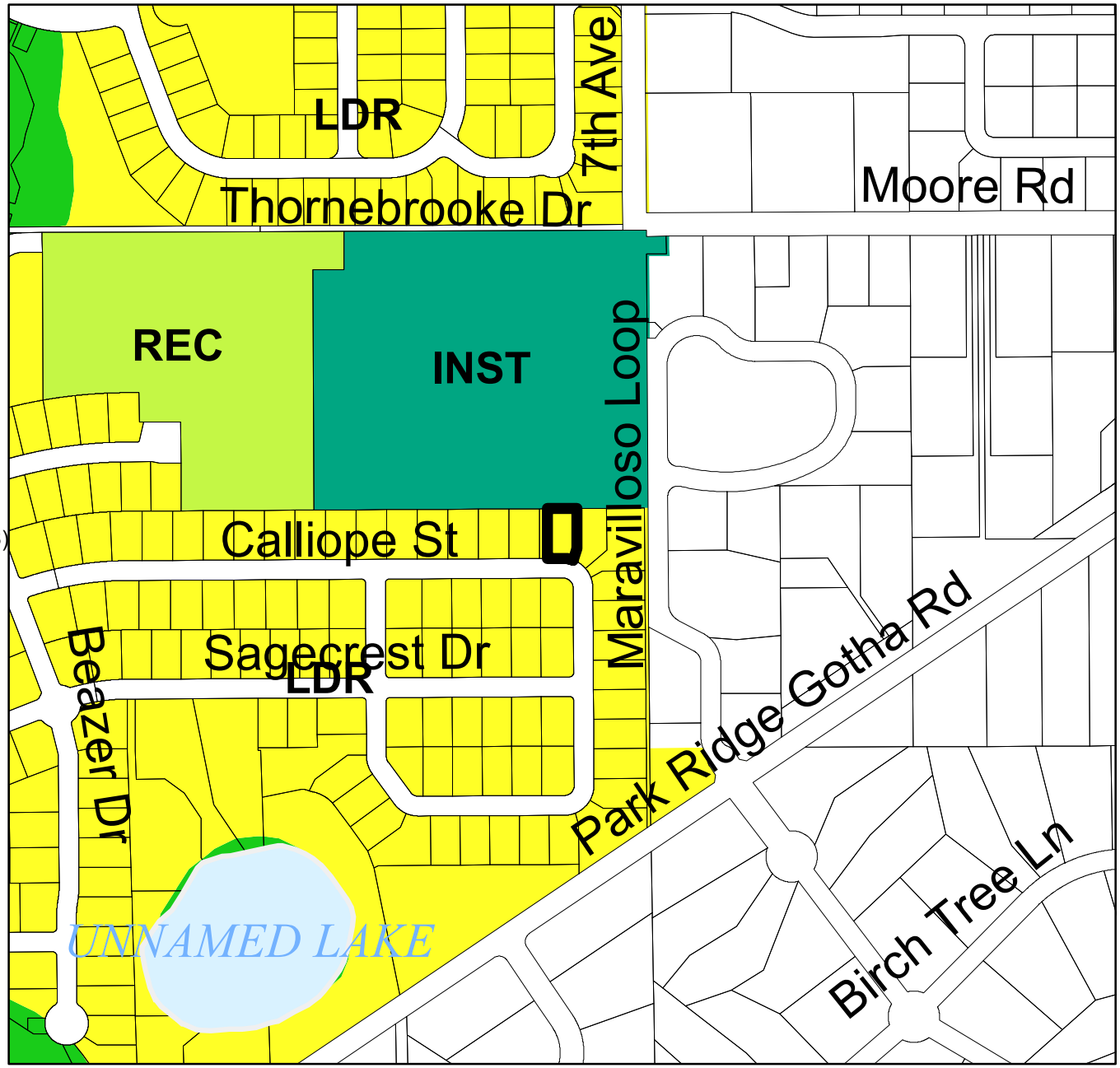


304 Calliope Street - Renwick Variance
Surrounding Future Land Use Map

Development Services Department

0 95 190 380
Feet

Created: November 2024



Subject Property

Future Land Use Classification:

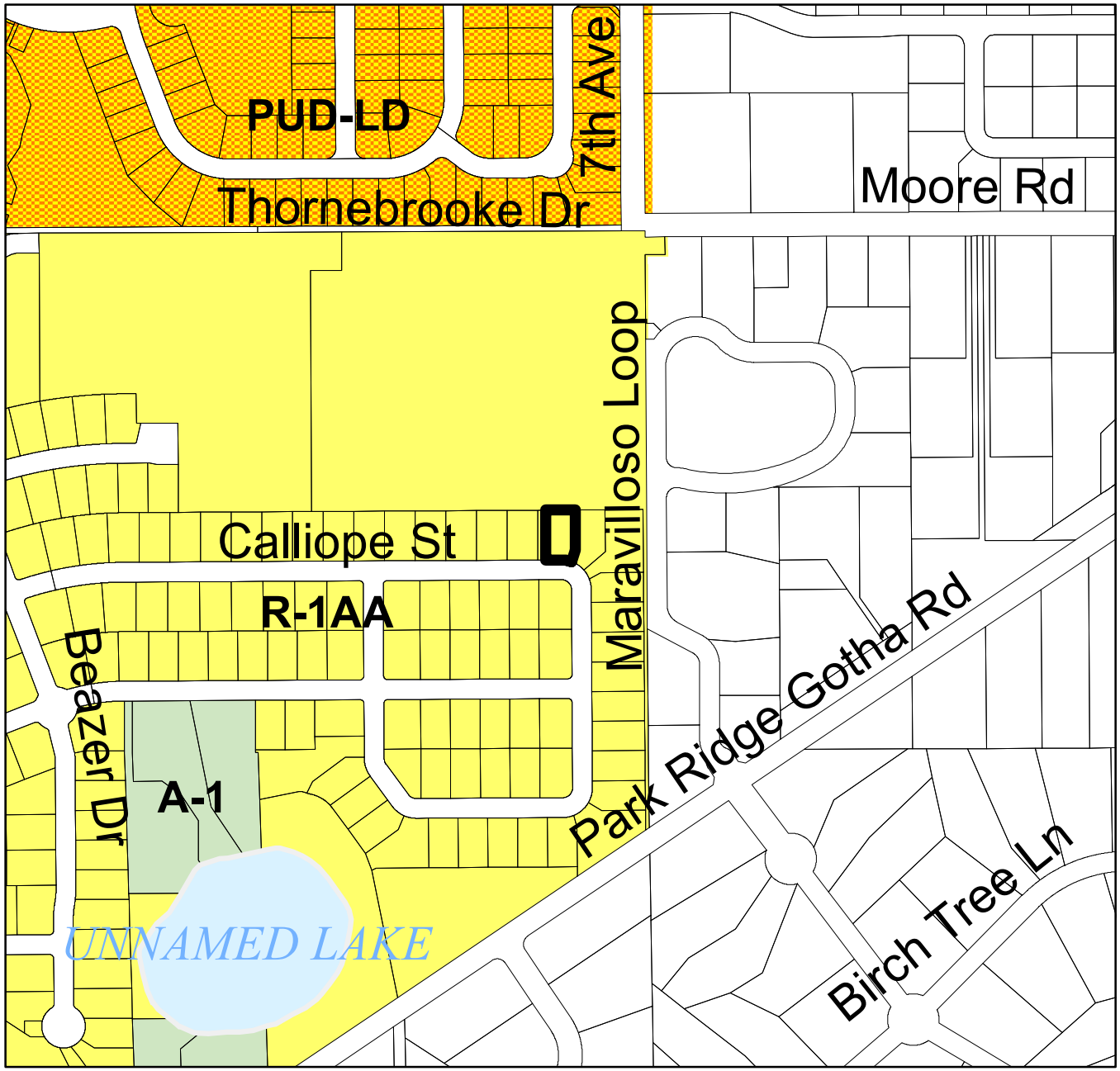
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (INST)

304 Calliope Street - Renwick Variance
Surrounding Zoning Map

Development Services Department

0 95 190 380 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

BOUNDARY SURVEY

Legal Description:

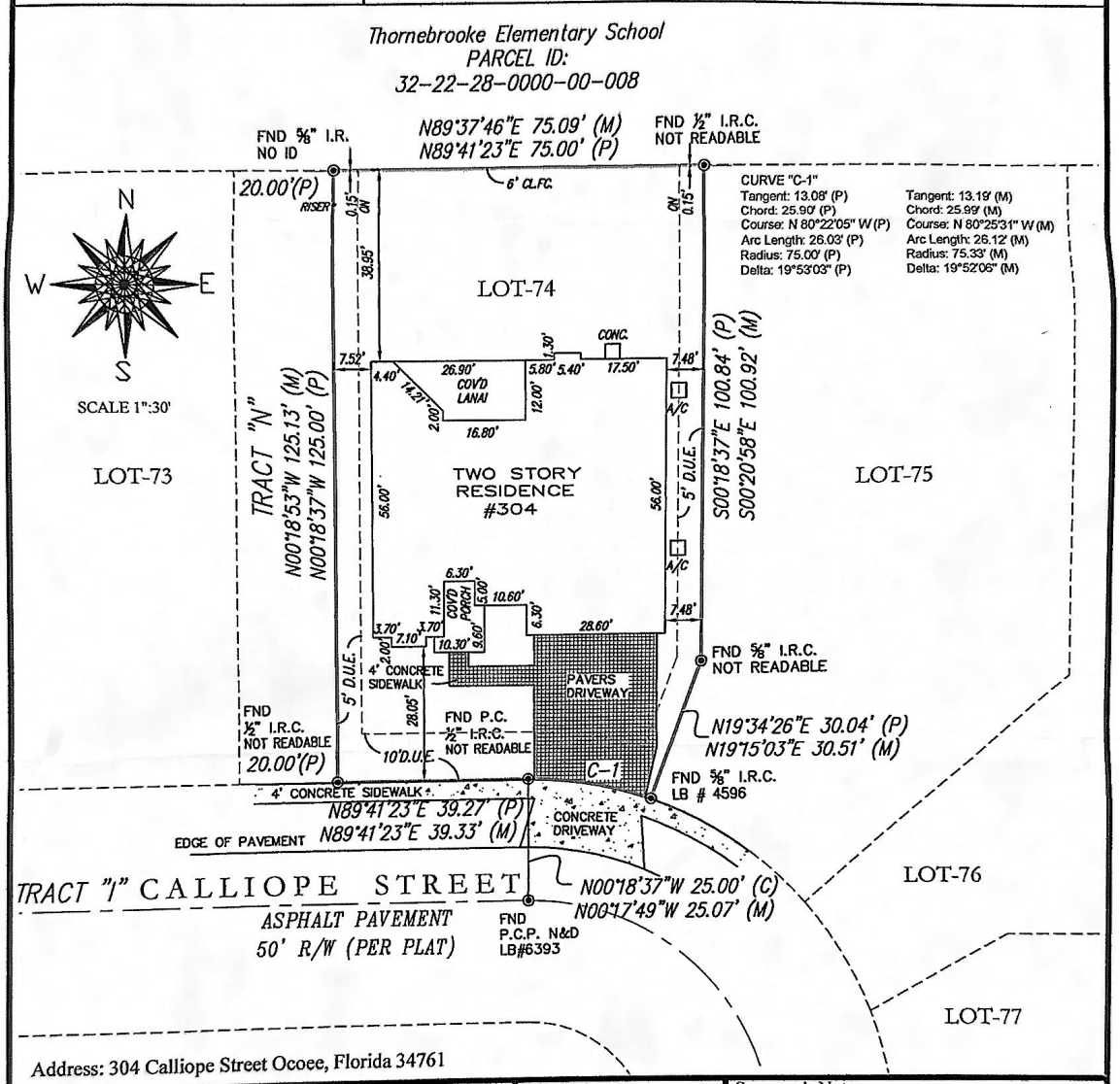
Lot 74, WINDSOR LANDING PHASE 2, according to the Plat thereof, as recorded in Plat Book 54, Page 21 through 65, of the Public Records of Orange County, Florida.

Certified to/ for the exclusive use of:

Rodolfo Renwick
FBC Mortgage LLC
Metes & Bounds Title Company
Alliant National Title Insurance Agency

Flood Insurance Rate Map:

Community Number: 120185 Panel: 0220
Suffix F Flood Insurance Rate Map
Dated September 25, 2009 Flood Zone: " X "
Map ID: 12095C0220F



Address: 304 Calliope Street Ocoee, Florida 34761

LEBRON GROUP LB#7615
LAND SURVEYING AND MAPPING CORP.
* BOUNDARY * HYDROGRAPHY * TOPOGRAPHY * CONSTRUCTION SUPPORT * GPS SERVICES
2236 Winter Woods Blvd Suite 1000 Winter Park Florida 32792
Phone (407) 781-9329 Fax (407) 517-4393
Website WWW.LEBRONGROUP.COM
Email info@lebrongroup.com

Legend:

- 6.0' WOOD FENCE
- 4.0'CHAIN LINK FENCE
- TELEPHONE RAISER
- WOOD POWER POLE
- SET I.R. = 1/2 " I.R. LB 7615
- WOOD DOCK
- COVERED AREA
- CONCRETE

Abbreviations:

P	= PLAT	D	= DEED	P.C.	= POINT OF CURVATURE
D	= DEED	RLS	= REGISTERED LAND SURVEYOR	R	= RADIUS	I.R.C.	= IRON ROD AND CAP
BLK	= BLOCK	F.F.E.	= FINISH FLOOR ELEVATION	Δ	= CENTRAL ANGLE	I.P.C.	= IRON PIPE AND CAP
I.P.	= IRON PIPE	C.B.	= CHORD BEARING	P.O.P.	= POINT ON LINE	C.L.F.	= CHAIN LINK FENCE
I.R.	= IRON ROD	P.O.L.	= POINT ON LINE	D.U.E.	= DRAINAGE AND UTILITY EASEMENT	C.M.	= CONCRETE MONUMENT
M	= MEASURE	D.U.E.	= DRAINAGE AND UTILITY EASEMENT	P.R.C.	= POINT OF REVERSE CURVATURE	P.C.P.	= PERMANENT CONTROL POINT
COV'D	= COVERED	P.R.C.	= POINT OF REVERSE CURVATURE	P.C.C.	= POINT OF COMPOUND CURVATURE	P.R.M.	= PERMANENT REFERENCE MONUMENT
O.H.L.	= OVERHEAD LINES	P.C.C.	= POINT OF COMPOUND CURVATURE	A/C	= AIR CONDITIONER	P.O.C.	= POINT OF COMMENCEMENT
CATV	= CABLE TV RAISER	A/C	= AIR CONDITIONER	N.R.	= NON RADIAL	P.I.	= POINT OF INTERCEPTION
C.L.or ℄	= CENTER LINE	N.R.	= NON RADIAL	W.P.	= WITNESS POINT	A.E.	= ACCESS EASEMENT
N&D	= NAIL AND DISK	W.P.	= WITNESS POINT	CONC.	= CONCRETE	U.E.	= UTILITY EASEMENT
R.O.W	= RIGHT OF WAY	CONC.	= CONCRETE	DESC.	= DESCRIPTION		
R/W	= RIGHT OF WAY	ID. & DESC	= DESCRIPTION	L	= ARC LENGTH		
ESMT.	= EASEMENT	L	= ARC LENGTH	WO.FC.	= WOOD FENCE		
DRAIN	= DRAINAGE	WO.FC.	= WOOD FENCE	LB	= LICENSES BUSINESS		
UTIL.	= UTILITY	LB	= LICENSES BUSINESS	T.B.M.	= TEMPORARY BENCH MARK		
R.P.	= RADIUS POINT	T.B.M.	= TEMPORARY BENCH MARK	P.T.	= POINT OF TANGENCY		
FND	= FOUND	P.T.	= POINT OF TANGENCY	O.R.	= OFFICIAL RECORD		
LS	= LAND SURVEYOR	O.R.	= OFFICIAL RECORD	ELEV.	= ELEVATION		
PLS	= PROFESSIONAL LAND SURVEYOR	ELEV.	= ELEVATION	ID	= IDENTIFICATION		

Basis of Bearing:

Bearings shown hereon are based on the SOUTH line of Lot 74, being *N89°41'23"E*, per Plat.

THE FLOOD DATA PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE INFORMATION PROVIDED. THE LOCAL F.E.M.A. AGENCY SHOULD BE CONTACTED FOR VERIFICATION.

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JOSE RAUL NEGRON LICENSE NUMBER L.S.6850 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

CODE#304CALLIOPESTREET69316 DATE: June 20, 2016

HECTOR LEBRON, PSM #6634
Florida Professional Surveyor and Mapper

JOSE RAUL NEGRON, PSM #6850
Florida Professional Surveyor and Mapper

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

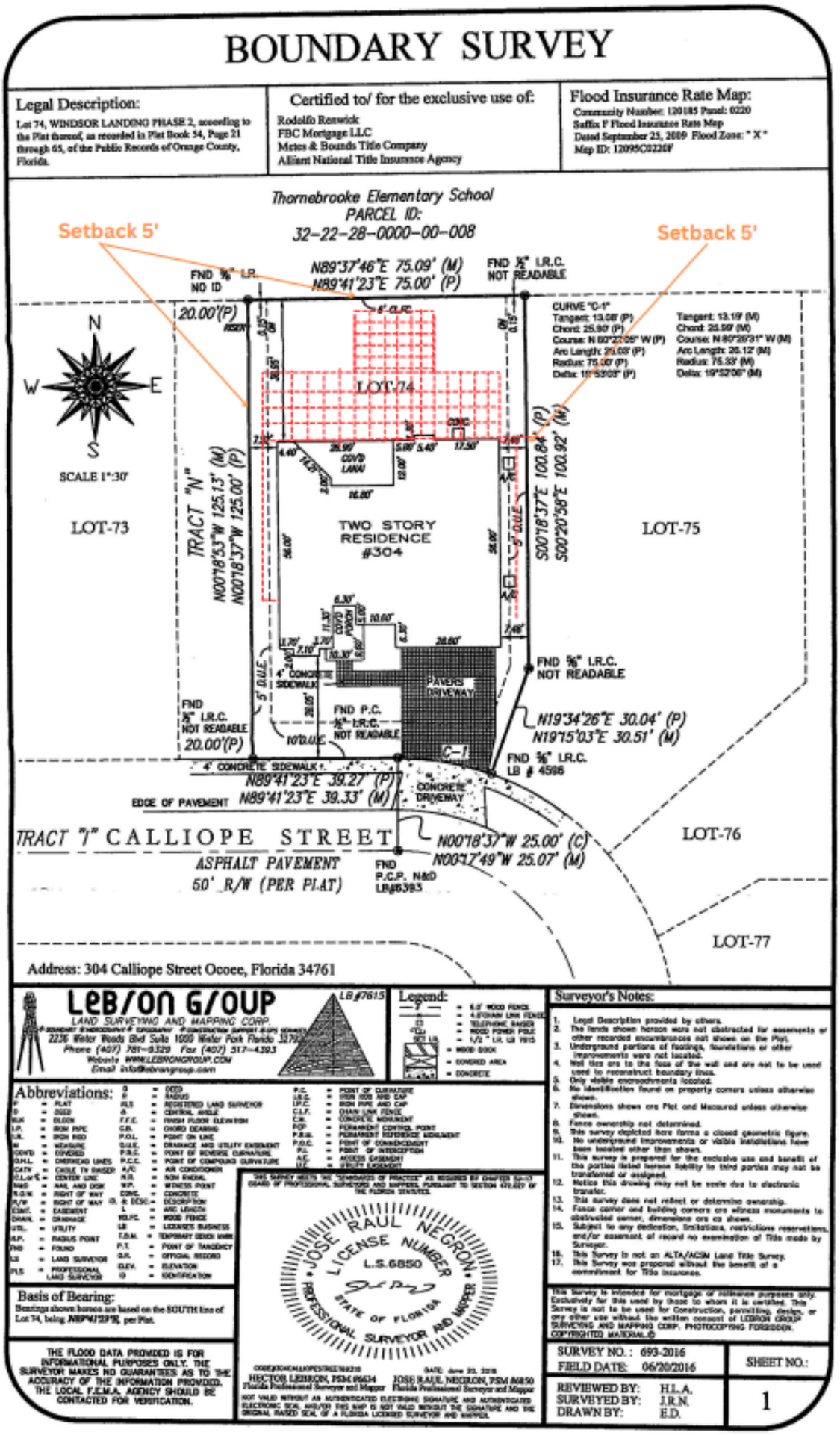
Surveyor's Notes:

1. Legal Description provided by others.
2. The lands shown hereon were not abstracted for easements or other recorded encumbrances not shown on the Plat.
3. Underground portions of footings, foundations or other improvements were not located.
4. Wall ties are to the face of the wall and are not to be used used to reconstruct boundary lines.
5. Only visible encroachments located.
6. No identification found on property corners unless otherwise shown.
7. Dimensions shown are Plat and Measured unless otherwise shown.
8. Fence ownership not determined.
9. This survey depicted here forms a closed geometric figure.
10. No underground improvements or visible installations have been located other than shown.
11. This survey is prepared for the exclusive use and benefit of the parties listed hereon liability to third parties may not be transferred or assigned.
12. Notice this drawing may not be scale due to electronic transfer.
13. This survey does not reflect or determine ownership.
14. Fence corner and building corners are witness monuments to obstructed corner, dimensions are as shown.
15. Subject to any dedication, limitations, restrictions reservations, and/or easement of record no examination of Title made by Surveyor.
16. This Survey is not an ALTA/ACSM Land Title Survey.
17. This Survey was prepared without the benefit of a commitment for Title Insurance.

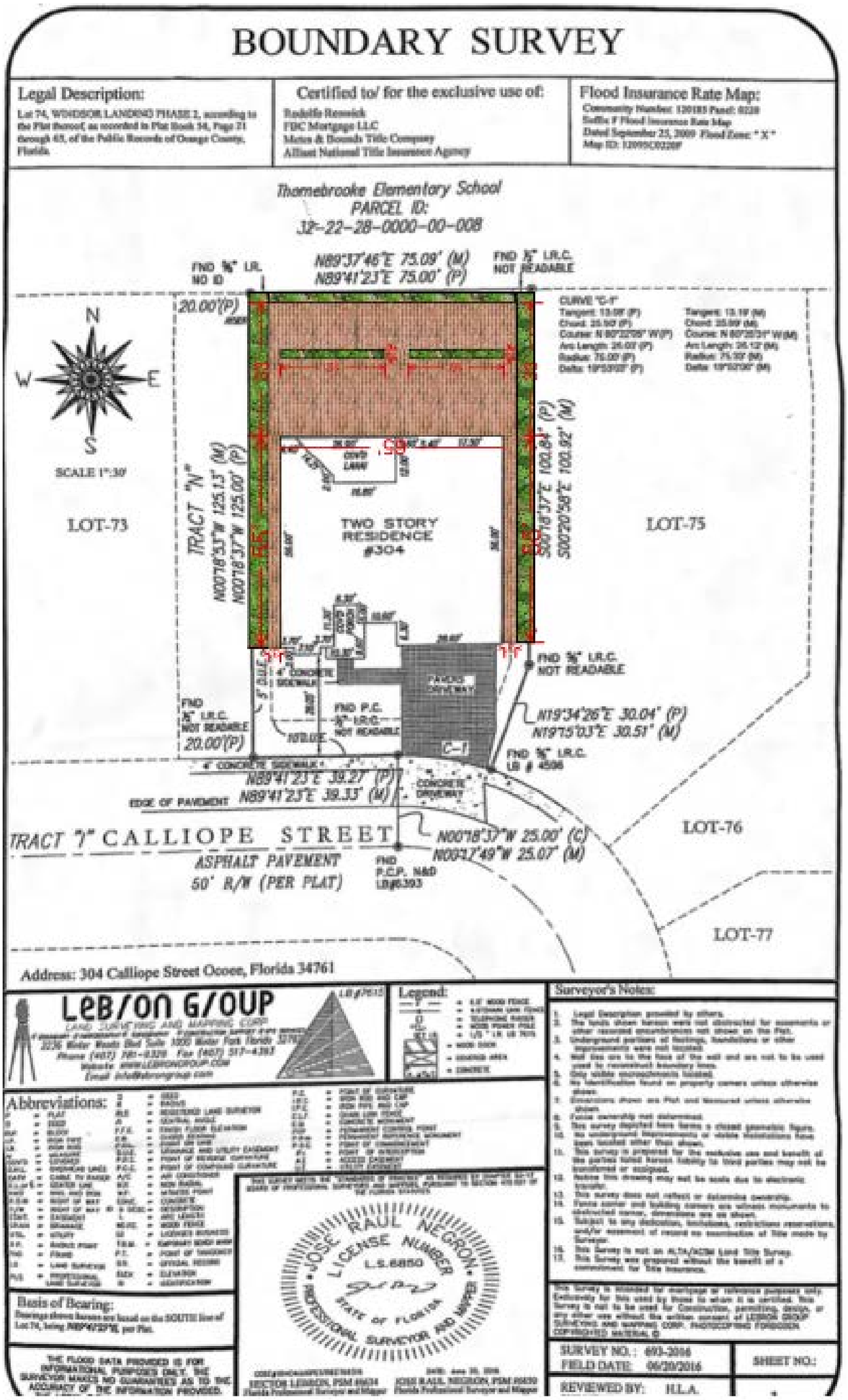
This Survey is intended for mortgage or refinance purposes only. Exclusively for this used by those to whom it is certified. This Survey is not to be used for Construction, permitting, design, or any other use without the written consent of LEBRON GROUP SURVEYING AND MAPPING CORP. PHOTOCOPYING FORBIDDEN. COPYRIGHTED MATERIAL ©

SURVEY NO.: 693-2016 FIELD DATE: 06/20/2016	SHEET NO.:
REVIEWED BY: H.L.A. SURVEYED BY: J.R.N. DRAWN BY: E.D.	1

Existing 2020 Survey (Pavers Installed in Rear and Side Yards Without a Permit



Proposed Survey for 2024 Permit



RAT behind my patio

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
304 CALLIOPE STREET – RENWICK PROPERTY
VARIANCE REQUEST
CASE NUMBER: VR-24-03

NOTICE IS HEREBY GIVEN, that the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** on **TUESDAY, FEBRUARY 4, 2025, at 6:15 P.M.** or as soon thereafter as possible, at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, in order to consider the petition of Rodolfo Renwick for a variance according to the provisions of Article IV, Subsection 4-9 of the City of Ocoee Land Development Code (LDC).

Action Requested: The property is located at 304 Calliope Street and is assigned parcel ID # 32-22-28-9285-00-740. The applicant is requesting a variance to Section 5-14A, and the corresponding Table 5-2 of Article V, of the Land Development Code, to exceed the maximum allowed 50 percent impervious surface area by 31 percent in order to install pavers covering nearly the entirety of the rear yard (North), and paver walkways along the side yards (East and West).

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.

January 23, 2025 25-00267W

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 10

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Public Hearing for a Fourth Amendment to the JPA Agreement between the City of Ocoee and Orange County. (Zoning Manager Whitfield)

Background Summary:

The area proposed for the Fourth Amendment to the City of Ocoee-Orange County Joint Planning Area (JPA) is comprised of seven (7) parcels, assigned parcel ID numbers 07-22-28-0000-00-074, 07-22-28-0000-00-105, 07-22-28-0000-00-039, 07-22-28-0000-00-041, 07-22-28-0000-00-043, 07-22-28-0000-00-057 and 07-22-28-0000-00-060. These properties are part of the Ocoee Regional Sports Complex Planned Unit Development (PUD). Five (5) of the subject properties (parcels ending in -039, -043, -074, and -105) are located on the east side of Ocoee Apopka Road, and the remaining two (2) are generally located on the west side of North Lakewood Avenue. Combined they consist of approximately 17.87 acres. The applicant proposes to develop the 150-acre Ocoee Regional Sports Complex project, which will include baseball fields, retail, restaurant, hotel, civic/assembly, office, indoor sports, and other commercial uses.

In order for the proposed project to proceed, the JPA Future Land Use Map (FLUM) needs to be amended to change the land use designation of the subject properties from Low Density Residential (LDR) to Commercial (COMM). Though the proposed Commercial FLUM designation within the City permits up to a 3.0 floor area ratio, the proposed Regional Sports Complex includes a Large-Scale Comprehensive Plan Future Land Use Map and Text Amendment, which, among other parameters, limits the maximum FAR to 0.4 and establishes a maximum development program of 1.33 MSF of commercial (inclusive of the square footage of the hotel buildings) and maximum net new external daily traffic trips of 17,960 trips. Evaluation of impacts from the proposed project on transportation, utilities and natural resources was conducted as part of the Large-Scale Comprehensive Plan FLUM and Text Amendment and Rezoning processes.

The proposed Fourth JPA Amendment is consistent with the City's goals of increasing availability of commercial lands and improving economic opportunities in the city limits.

Issue:

Should Honorable Mayor and City Commissioners approve the Fourth Amendment to the City of Ocoee-Orange County Joint Planning Area Agreement (JPA), amending the JPA Land Use Map from Low Density Residential (LDR) to Commercial (COMM) for approximately 17.87 acres of land, assigned parcel ID numbers 07-22-28-0000-00-074, 07-22-28-0000-00-105, 07-22-28-0000-00-039, 07-22-28-0000-00-041, 07-22-28-0000-00-043, 07-22-28-0000-00-057 and 07-22-28-0000-00-060?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Fourth Amendment to the

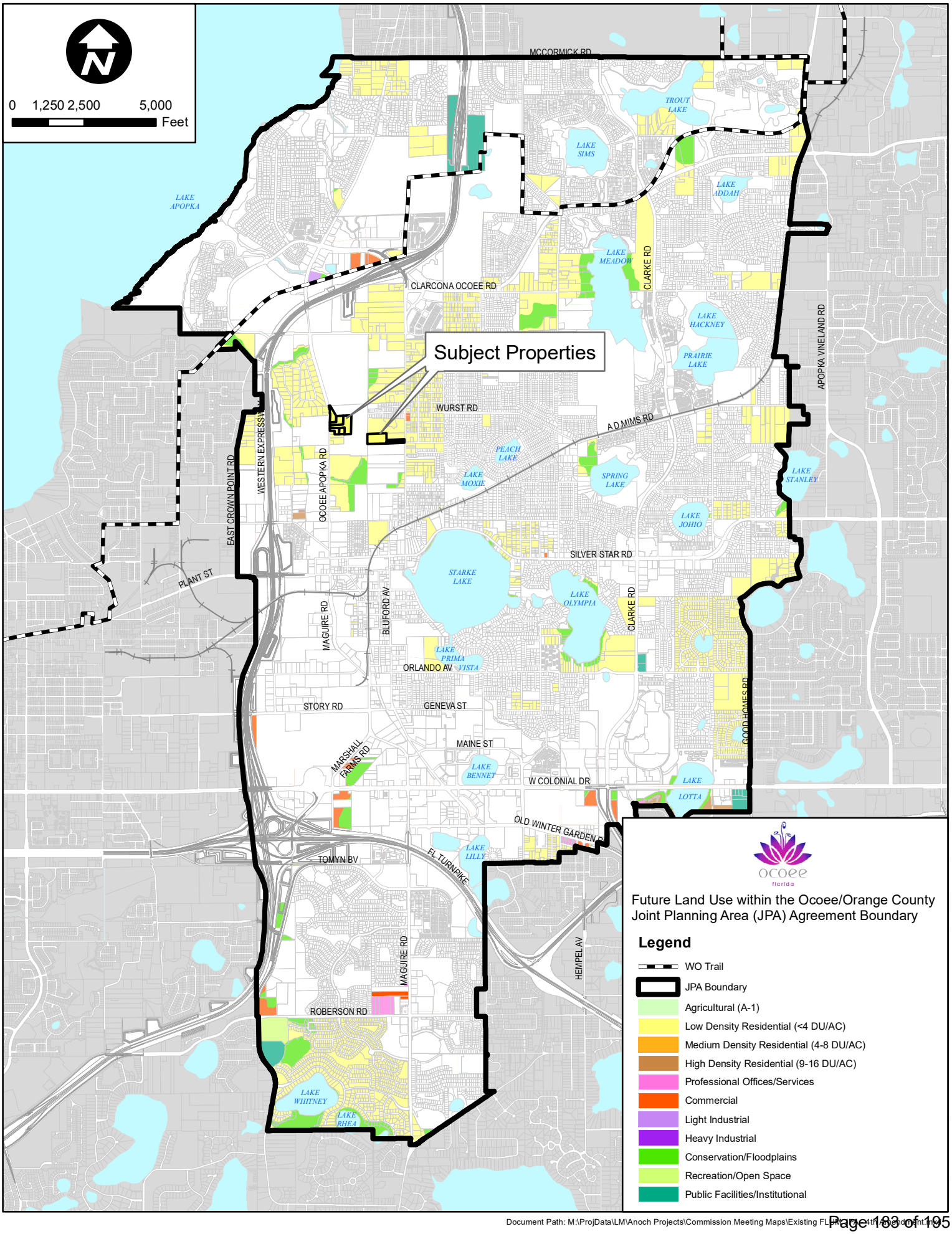
City of Ocoee-Orange County Joint Planning Area Agreement (JPA), amending the JPA Land Use Map from Low Density Residential (LDR) to Commercial (COMM) for approximately 17.87 acres of land, assigned parcel ID numbers 07-22-28-0000-00-074, 07-22-28-0000-00-105, 07-22-28-0000-00-039, 07-22-28-0000-00-041, 07-22-28-0000-00-043, 07-22-28-0000-00-057 and 07-22-28-0000-00-060.

Attachments:
1. Existing FLUM JPA - 4th Amendment
2. Proposed FLUM JPA - 4th Amendment
3. Fourth Amendment to JPA_FLU Map Amendment
4. Advertisement

Financial Impacts:
N/A

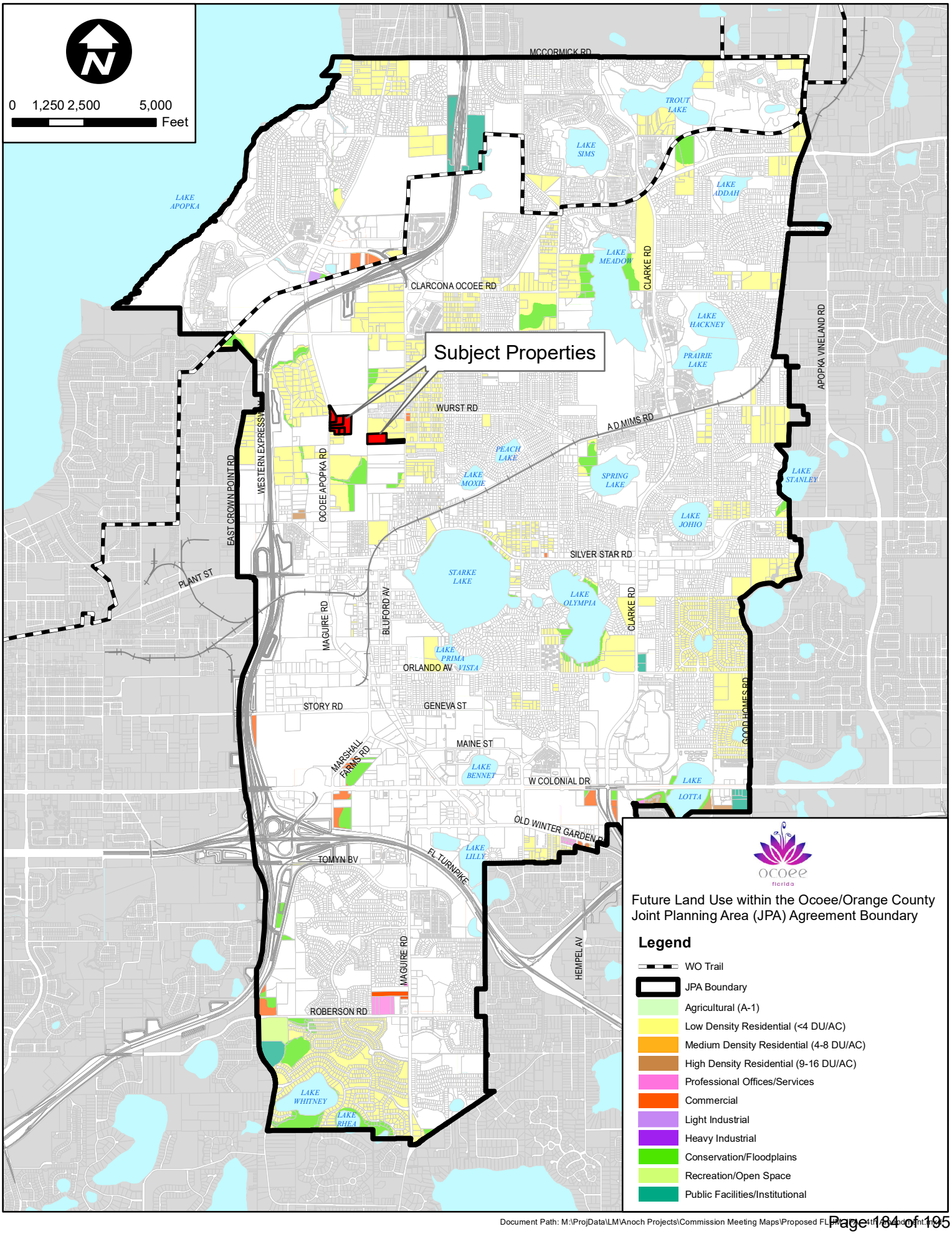
Type of Item: Public Hearing

Existing JPA Future Land Use Map



Document Path: M:\ProjData\LM\Anoch Projects\Commission Meeting Maps\Existing FLU Map with Subject Properties.mxd

Proposed JPA Future Land Use Map



Document Path: M:\ProjData\LM\Anoch Projects\Commission Meeting Maps\Proposed FLU Map with Updated Jurisdictional Lines.mxd

FOURTH AMENDMENT TO JOINT PLANNING AREA AGREEMENT
BETWEEN ORANGE COUNTY AND THE CITY OF OCOEE

THIS FOURTH AMENDMENT TO JOINT PLANNING AREA AGREEMENT (the "**Fourth Amendment**") is made and entered into this _____ day of _____, 2025, by and between **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "**County**") and the **CITY OF OCOEE**, a Florida municipal corporation (the "**City**").

RECITALS

WHEREAS, the County and the City have entered into that certain Joint Planning Area Agreement, dated December 3, 2019, as amended by that certain First Amendment and that certain Second Amendment to Joint Planning Area Agreement both dated on November 30, 2021, and that certain Third Amendment to the Joint Planning Area Agreement dated on September 27, 2022, (collectively, the "**Joint Planning Area Agreement**"); and

WHEREAS, the Joint Planning Area Agreement relates to property described therein which is located in and around the boundaries of the City (the "**Joint Planning Area**"); and

WHEREAS, the County and the City each exercise comprehensive planning authority pursuant to Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, and enforce land development regulations to regulate the development of land within the respective areas of jurisdiction of each party; and

WHEREAS, the County and the City have the authority to enter into this Fourth Amendment pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act in general and Section 163.3171, Florida Statutes, in particular; and

WHEREAS, the provisions of the Joint Planning Area Agreement set forth certain procedures for amending the future land use designations shown on the Joint Planning Area Land Use Map (the "**JPA Land Use Map**"); and

WHEREAS, The County and the City desire to change the future land use designation on certain properties that are subject to the Joint Planning Area Agreement; and

WHEREAS, the local planning agencies of both the City and the County have considered this Fourth Amendment and made recommendations to the Ocoee City Commission and the Orange County Board of County Commissioners, respectively;

WHEREAS, pursuant to Section 163.3171(3), Florida Statutes, and the Joint Planning Area Agreement, this Fourth Amendment has been approved at advertised public hearings by a majority vote of both the Ocoee City Commission and the Orange County Board of County Commissioners.

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the City and the County hereby agree as follows:

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

Section 2. **Authority.** This Fourth Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes, (2) the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements, (3) the Charters of the County and the City, and (4) the Joint Planning Area Agreement.

Section 3. **Definitions.** All terms and phrases used in this Fourth Amendment shall be as defined in the Joint Planning Area Agreement unless otherwise indicated.

Section 4. **Joint Planning Area Land Use Map.** The Joint Planning Area Land Use Map, as set forth in Exhibit "B" to the Joint Planning Area Agreement, is hereby amended and replaced with the **Exhibit "B"** attached hereto and by this reference made a part hereof. The amendment to the JPA Land Use Map changes the future land use designation from Low Density Residential to Commercial of the properties bearing Parcel ID numbers 07-22-28-0000-00-074, 07-22-28-0000-00-105, 07-22-28-0000-00-039, 07-22-28-0000-00-041, 07-22-28-0000-00-043, 07-22-28-0000-00-057, and 07-22-28-0000-00-060 and as further described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

Section 5. **Continuing Effect.** Except as expressly set forth herein, the Joint Planning Area Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the County have executed this Fourth Amendment on behalf of the City and the County, respectively, and have set their seals hereto as of the date set forth above.

Space Intentionally Blank

CITY:

Signed, sealed and delivered in the Presence of:

CITY OF OCOEE, FLORIDA

By:_____
Print Name: _____

By: _____
Rusty Johnson, Mayor

By: _____
Print Name: _____

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this ____ day of _____, 20___.

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

_____
Signature of Notary

_____
Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal):_____
Commission expires (if not legible on seal):_____

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By:_____
JERRY L. DEMINGS
Orange County Mayor

Date:_____

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By:_____
Deputy Clerk
Date:_____

EXHIBIT "A"

Parcel ID Numbers

07-22-28-0000-00-057 (6.09 ACRES)
BEG SW COR NE1/4 OF SE1/4 N 349.5 FT E 663 FT S 353.9 FT W 663.8 FT TO POB & N 50 FT OF S 125 FT OF E1/2 OF NE1/4 OF SE1/4 OF SEC 07-22-28

07-22-28-0000-00-041 (2.23 ACRES)
BEG 574.86 FT S 1 DEG W FROM CENTER OF SEC RUN N 87 DEG E 219.78 FT N 1 DEG E 214.5 FT N 87 DEG E 239.66 FT TH S 1 DEG W 314.53 FT S 87 DEG W 458.80 FT N 100 FT TO POB (LESS W 30 FT RD R/W) IN SEC 07-22-28

07-22-28-0000-00-039 (2.10 ACRES)
BEG NW COR OF SE1/4 RUN S 8.71 CHS E 3.33 CHS N 3.35 CHS NWLY TO BEG & NE1/4 OF SW1/4 E OF RD SEC 07-22-28

07-22-28-0000-00-043 (5.02 ACRES)
FROM THE NW COR OF NW1/4 OF SE1/4 RUN S 1 DEG W 674.86 FT N 87 DEG E 0.98 FT FOR POB THN N 87 DEG E 458.80 FT N 1 DEG E 314.53 FT N 87 DEG E 283.06 FT S 1 DEG W 650.10 FT S 87 DEG W 221.90 FT N 1 DEG E 228.76 FT W 519.27 FT N 1 DEG E 104.17 FT TO POB (LESS W 30 FT RD R/W) IN SEC 07-22-28

07-22-28-0000-00-105 (1.18 ACRES)
(NOTE: AGRICULTURAL PORTION OF FOLLOWING DESCRIBED PROPERTY) FROM THE CENTER OF SEC RUN S 01 DEG W 779.03 FT TH N 88 DEG E 1.48 FT FOR POB TH N 88 DEG E 519.27 FT S 01 DEG W 228.76 FT S 87 DEG W 27 FT N 01 DEG W 3.91 FT S 88 DEG W 318.03 FT N 01 DEG E 125 FT S 88 DEG W 173.77 FT N 01 DEG E 100 FT TO POB IN SEC 07-22-28 (LESS RD R/W ON W)

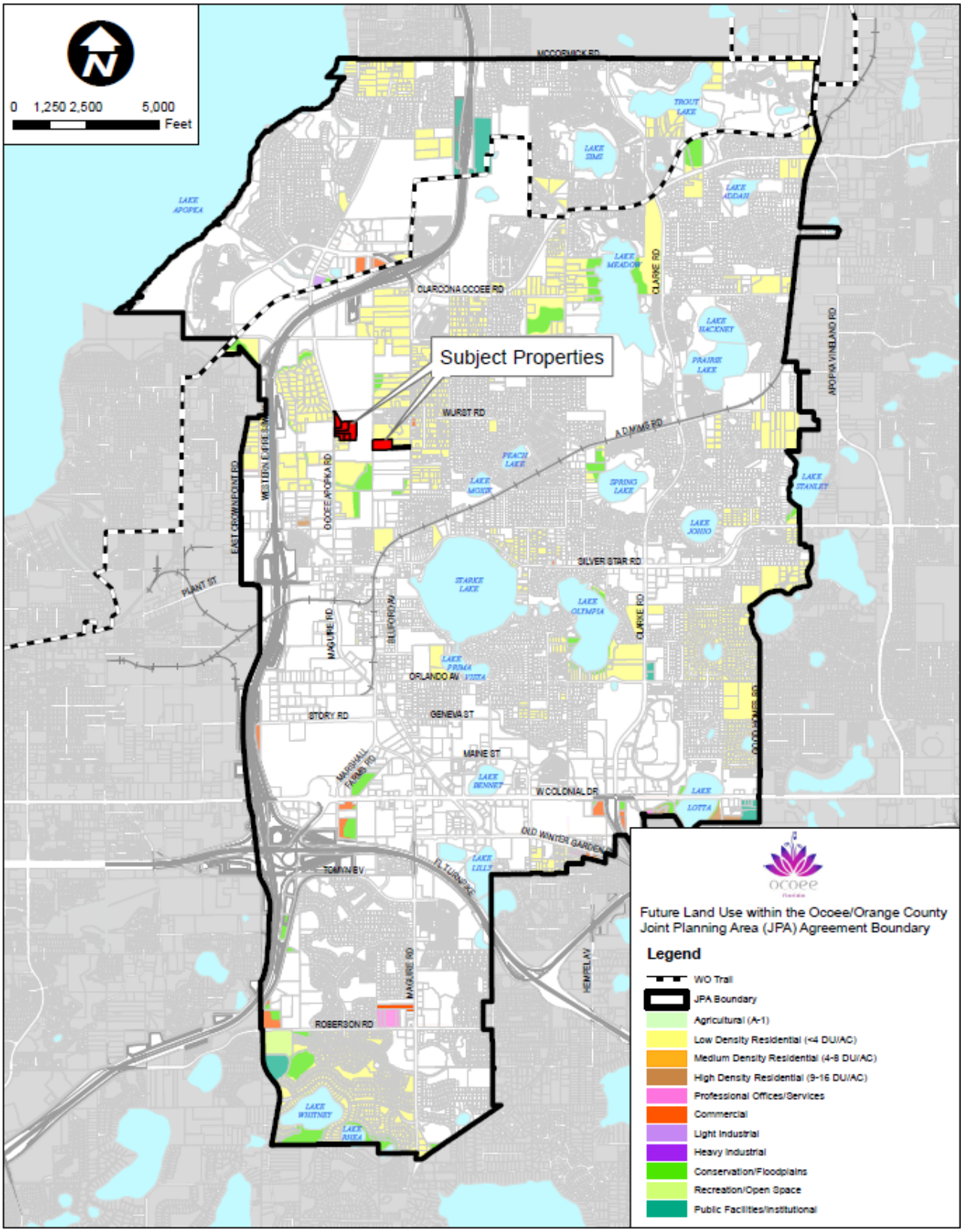
07-22-28-0000-00-060 (1.08 ACRES)
BEG AT SE COR OF NE1/4 OF SE1/4 RUN W 656 FT N 75 FT E 656 FT S 75 FT TO POB (LESS E 30 FT FOR R/W) IN SEC 07-22-28

AND

07-22-28-0000-00-074 (1.00 ACRE)
(NOTE: HX PORTION OF FOLLOWING DESCRIBED PROPERTY) FROM THE CENTER OF SEC RUN S 01 DEG W 779.03 FT TH N 88 DEG E 1.48 FT FOR POB TH N 88 DEG E 519.27 FT S 01 DEG W 228.76 FT S 87 DEG W 27 FT N 01 DEG W 3.91 FT S 88 DEG W 318.03 FT N 01 DEG E 125 FT S 88 DEG W 173.77 FT N 01 DEG E 100 FT TO POB IN SEC 07-22-28 (LESS RD R/W ON W)

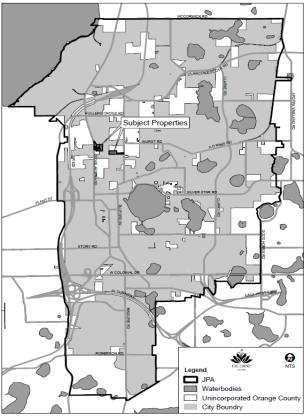
EXHIBIT "B"

JPA Future Land Use Map



CITY OF OCOEE
NOTICE OF PUBLIC HEARING
TO CONSIDER THE
FOURTH AMENDMENT TO THE JOINT PLANNING AREA AGREEMENT
BETWEEN THE CITY OF OCOEE AND ORANGE COUNTY

NOTICE IS HEREBY GIVEN, that the City of Ocoee proposes to amend the Joint Planning Area Agreement (JPA) with Orange County. This agreement sets forth logical areas that could be annexed into the City and the appropriate land uses for annexed parcels. The proposed Fourth Amendment to the Agreement is for proposed changes to the Joint Land Use Map to change the designation for certain properties already in the JPA boundary from Low Density Residential (LDR) to Commercial (COMM). The proposed changes are proposed to proceed with the annexation of properties.



The **OCOEE CITY COMMISSION** will hold a public hearing on the proposed JPA Amendment on **TUESDAY, FEBRUARY 4, 2025, at 6:15 P.M**. or as soon thereafter as practical, at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida.

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. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

Melanie Sibbitt, City Clerk
January 23, 2025 25-00268W

STAFF REPORT

Meeting Date: February 4, 2025
Item #: 11

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Appointment of Members to the 2025 Canvassing Board. (City Clerk Sibbitt)

Background Summary:

In accordance with Section C-50 of the Ocoee City Charter, the Canvasing Board will consist of of the City Clerk and two (2) citizens appointed by the City Commission. The City Commission shall also appoint two (2) additional citizens to serve as alternates to the Canvassing Board. On February 5, 2013, the consensus of the Commission was that the Mayor and two (2) Commissioners whose district seats are not part of the election should each select members for the Canvassing Board. In keeping with that practice, Mayor Johnson, Commissioner Kennedy and Commissioner Firstner would each need to appoint members to the Canvassing Board.

The Orange County Supervisor of Elections has also recommended that all Canvassing Board Members undergo signature verification training prior to the election date. The Canvassing Board will meet on Tuesday, March 11, 2025, at 3:00 p.m., and Friday, March 14, 2025, at 10:00 a.m. at the Supervisor of Elections Office, 119 West Kaley Street, Orlando. The process of canvassing and auditing the election results may take several hours.

Issue:

Appointment of members to the Canvassing Board for the March 11, 2025, General Election.

Recommendations:

City staff recommends Mayor Johnson, Commissioner Kennedy and Commissioner Firstner appoint members to the 2025 Canvassing Board.

Attachments:

1. City Charter Section C-50
2. 02-05-13 Excerpt from Minutes

Financial Impacts:

None

Type of Item: Regular

§ C-50. Certification of results; canvass of returns; notification of successful candidates. [Amended 12-1-2009 by Ord. No. 2009-030[1]; 10-17-2023 by Ord. No. 2023-21[F]]

The results of the voting at each polling place when ascertained shall be certified by return in duplicate signed by the Clerk and a majority of the inspectors of the election, one (1) copy being delivered by the Clerk and inspectors to the Mayor and the other to the City Clerk, both of whom shall transmit such return to a public meeting of the Canvassing Board, which will consist of the City Clerk and two (2) citizens appointed by the City Commission. The City Commission shall also appoint two (2) additional citizens to serve as alternates to the Canvassing Board. The Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law. A majority of the Canvassing Board shall constitute a quorum thereof. Notwithstanding the foregoing, with the agreement of the Orange County Canvassing Board and Orange County Supervisor of Elections, the City Commission may, by ordinance, assign and abdicate the canvassing responsibilities of the City Canvassing Board to the Orange County Canvassing Board. In such event, the Orange County Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law.

[1]Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.

[F]Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-19, 2024. Said ordinance to become effective immediately.

weapon permits, proficiency. This class is full. If interested in future classes please contact Sgt. Scott Nylander at 407-905-3160 ext. 3015.

2. The Parks and Recreation Department will be hosting its monthly Food Truck Friday event on Friday, February 15th, from 6:00 to 9:00 pm. on Lakeshore Drive, in Bill Breeze Park. Food trucks will be offering gourmet food and delectable treats, and the movie "Here Comes the Boom" will be shown during the event; the movie will start at 7:30p.m. Also, Good Luck Penny, a contemporary county band will be performing, starting at 6:00 pm. So come out and enjoy a dinner and a movie in the park.
3. According to the revised Charter the makeup of the Canvassing Board, which will meet at the Supervisor of Election Office at 4pm on March 12th (Election Day), will be three citizens appointed by the City Commission. The Charter is silent on how to select those citizens so they will need direction from the Commission. Traditionally it would be the Mayor and the Commissioners whose districts seats are not part of the election. It was consensus that they would bring names back, from those districts seats are not part of the election, to the next Regular Commission meeting. **City Clerk Eikenberry** gave the Commission a brief timeline of the Canvassing Meeting.

E. COMMISSIONERS ANNOUNCEMENTS

Commissioner Hood – announced Spring sports has started up in the high school. He further named a few of the sports.
Commissioner Wilsen – announced March 23rd will be the 9th Annual Spring Fling and they are looking for vendors to educate the community (not to sell items).
Commissioner Johnson – announced that Founder's Day date has been moved to November 8th and 9th. It will be the 20th Annual Founder's Day for the City. They are currently in the mist of signing their entertainers.
Commissioner Keller – March 16th will be the St. Patrick Day Chili Cook-off hosted by the Ocoee Professional Firefighters.
Mayor Vandergrift – announced Valentine's Day will be a busy month for him since he will be marrying people at the gazebo. He may be contacted by e-mail or call him so he can advise what times he has available. He further shared that Emeritus Assisted Living Home will be recognizing those that will be staying home on Valentine's Day. If anyone knows a senior citizen who will be home alone they will send someone out to spend the day with them.

F. CONSENT AGENDA

Commissioner Hood, seconded by Commissioner Keller, moved to approve the Consent Agenda Items #1 through #7; excluding Item #8 which is being pulled to be heard at a future meeting and Item #9 which is being pulled to be heard for separate consideration. Motion carried 5-0.

1. **Approval of Minutes for the Regular Commission Meeting Held January 15, 2013. (City Clerk Eikenberry)**

Approved on Consent. Motion carried 5-0.

FISHBACK ♦ DOMINICK
ATTORNEYS AND COUNSELORS AT LAW
1947 LEE ROAD
WINTER PARK, FLORIDA 32789-1834

G. BEN FISHBACK (1893-1983)
JULIAN K. DOMINICK (1924-2003)
_____

MARK F. AHLERS
* A. KURT ARDAMAN
JOHN F. BENNETT
JOHN T. CONNER
* RICHARD S. GELLER
HILLARY G. GRIFFITH
PAUL "JJ" JOHNSON, JR.
ERIC B. JONTZ
JEFFRY R. JONTZ
* DANIEL W. LANGLEY
BRANDON E. POWNALL
MICHAEL D. TEMPKINS

TEL (407) 262-8400
FAX (407) 790-4538
FAX (407) 262-8402
WWW.FISHBACKLAW.COM
_____

*FLORIDA BAR BOARD CERTIFIED IN CITY, COUNTY AND LOCAL GOVERNMENT

ardaman@fishbacklaw.com

January 31, 2025

Mayor and Commissioners
Ocoee City Commission
1 N. Bluford Ave.
Ocoee, FL 34761

Re*: *Forest Lake Golf Club update

Dear Mayor and Commissioners:

At the February 4, 2025 City Commission Meeting, the City Attorney and City Staff will update the City Commission on the status of Forest Lake Golf Club, located at 10521 Clarcona Ocoee Road, regarding the City's investigation and the current condition of the premises and its various buildings and fixtures, as well as the course itself and the infrastructure supporting it. The City Attorney and City Staff will look to the City Commission for direction.

The City Staff has been in communication with Forest Lake's principals, and the City Attorney's office has continued to work with Forest Lake's counsel and the City's various experts to determine whether the issues identified in the City's Notices of Default to Forest Lake have been cured. City Staff and the City Attorney will update the City Commission as to the most current findings, present options moving forward, and request guidance from the Commission as to how to proceed.

Very truly yours,

/s/ A. Kurt Ardaman

A. Kurt Ardaman

AKA/ps
S:\AKA\CLIENTS\Ocoee, City of\15 S. Bluford Avenue Parking\CORRESPONDENCE\Ltr. to Mayor Rusty Johnson.docx