

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

March 18, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• SWEARING IN CEREMONY - 6:00 PM

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

• CONSENT AGENDA

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

1. Approval of Minutes from the Regular City Commission Meeting held March 4, 2025.
(City Clerk Sibbitt)
2. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**
3. Approval of Memorandum of Agreement 287 (g) Task Force Model Between the United States Immigration and Customs Enforcement (ICE) and the City of Ocoee. **(Police Chief Ogburn)**

• FIRST READING OF ORDINANCE

• SECOND READING OF ORDINANCE – PUBLIC HEARING

• PUBLIC HEARING

• REGULAR AGENDA

4. Approval of Commission Liaisons to Various Boards. **(City Clerk Sibbitt)**
5. Approval to Execute Agreements for Installation of Second Centennial Mural.
(Redevelopment Program Manager Vaca)

6. Update on Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Club, LLLP and Authorization to Release a Request for Proposal for a Permanent Operator. **(City Attorney Ardaman)**
7. Request for Selection of Interim Operator for Forest Lake Golf Course (May 1 – Nov. 2, 2025), Located at 10521 Clarcona Ocoee Road. **(Assistant City Manager Rumer)**

• **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.

March 4, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Mayor Johnson**. **Deputy City Clerk Parks** 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, Deputy City Clerk Parks

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

2025 National MS Awareness Week Proclamation read and proclaimed by **Mayor Johnson** and accepted by Therese “Tess” O’ Hara, *Vice-Chair to the Orlando Community Council for the National MS Society*.

Black History Month Essay Contest Winners – **Community Event Aide Ochoa** recognized the first-place winners and the overall winner from the participating schools, and the overall winner read their essay. The City Commission each thanked the essay writers and City staff for this contest.

• **STAFF REPORTS AND AGENDA REVIEW 6:44 PM**

City Manager Shadrix mentioned the new monitors on the dais, stating that there is a 30-day return policy if the City Commission is not satisfied with them. He also provided an update on Fire Station 38, noting that the review committee is set to evaluate the new architectural designs in about a week and a half, with a report to follow for the City Commission. He gave an update on the Law Enforcement Training Center, announcing that the final contract will be presented at the March 18th City Commission Meeting, with the date and time for the groundbreaking to be confirmed afterward. Additionally, he updated the Commission on the Wholesale Reclaim Agreement with Orange County, highlighting new terms the City must meet before October 1st. Staff will present options to the City Commission at a later meeting.

• **PUBLIC COMMENTS 6:57 PM**

The following persons addressed the City Commission:

- **Dakara Murphy**, *Ocoee High School Girls Basketball Team Captain*, stated that this team made school history this year, by being the first Ocoee High School Girls Basketball Team to make it to the Basketball State Championship Tournament. The team requested funds from

the City Commission to help with travel expenses for their game this Friday. **Mayor Johnson** asked for a motion to donate \$2,000 from Contingency Funds to the Ocoee Girls Basketball team, for their trip to compete in the State Championship Tournament.

Motion: Move to donate \$2,000 from the contingency fund to the Ocoee High School Girls Basketball Team for their trip to Lakeland to compete in the Basketball State Championship Tournament; Moved by Commissioner Kennedy, seconded by Commission Oliver; Motion carried unanimously.

- **Chris Adkins**, *Ocoee Resident*, addressed the reclaimed water update. He also spoke on the Ocoee Sports Complex and suggested that the developers take on the responsibility of compensating the first responders, due to the potentially significant increase in the need for police and fire. **Mr. Adkins** asked for an update on the golf course and the specific process moving forward. Lastly, he expressed his disappointment in Mayor Johnson's announcement to run for re-election at the end of the last Commission Meeting, stating that the dais is not a place for campaigning. **Mayor Johnson** addressed Mr. Adkin's comments and mentioned an article he read urging residents not to vote 'yes' on the charter amendments on the upcoming election ballot. He encouraged residents to research and get out and vote on the charter amendments.
- **Doug Gomber**, *Ocoee Resident*, expressed his happiness with the completion of Clarke Road. He also spoke on the golf course and urged the City Commission to think about the affordability for the citizens of Ocoee to play golf at Forest Lake Golf Course.
- **Jim Moyer**, *Ocoee Resident*, spoke on issues with the Arden Park HOA and asked the City to look into it.

• **CONSENT AGENDA 7:10 PM**

Consent Agenda Motion

Motion: Move to pull and discuss Consent Agenda Item #1 and adopt Consent Agenda Items #2-11; Moved by Commissioner Kennedy; seconded by Commissioner Wilsen; Motion carried unanimously.

Commissioner Kennedy addressed the Commissioner's comments portion of the minutes, stating that Commissioners have broken the rules and regulations regarding the length of time they are speaking. He requested that, moving forward, the minutes show the specific times each member of the City Commission speaks.

Commissioner Wilsen stated that she does not believe the minutes need to include the times, as the meetings are recorded and taped. She also mentioned that this item did not need to be pulled, as no corrections were necessary.

Motion: Move to include time stamps for each Commissioners' comments on the February 18, 2025, minutes and all City Commission Meeting minutes moving forward; Moved by Commissioner Kennedy; seconded by Commissioner Wilsen; Motion carried unanimously.

1. Approval of Minutes from the Regular City Commission Meeting held February 18, 2025. **(City Clerk Sibbitt)**
2. Approval of Resolution and the Florida Department of Transportation Highway Maintenance Memorandum of Agreement. **(City Engineer Womack)**
3. Approval of Renewal of Service Agreement for Software and Hardware Maintenance and Repair for the Fire Department's Fire Station Alerting System. **(Deputy Fire Chief Van Camp)**
4. Approval of TEAM Equipment Inc. as a Sole Source Provider for Paratech Technical Rescue Equipment. **(Deputy Fire Chief Van Camp)**
5. Approval of Reserve at Lake Meadows Plat; Project No. LS-2024-003. **(Development Engineer Keaton)**
6. Approval of the West Orange Narcotics Task Force Agreement for 2025-2026. **(Police Chief Ogburn)**
7. Approval of the Retirement of Police Canine "Reno". **(Police Chief Ogburn)**
8. Approval for Declaration of City Surplus Property. **(Procurement Manager Tolbert)**
9. Approval to Replace Fuel Dispensers City-Wide and Surplus of Old Equipment. **(Assistant Public Works Director Gajadhar)**
10. Approval of Rush Truck Centers of Florida, Inc., as Single Source Vendor. **(Public Works Director Krug)**
11. Approval of Resolution of Pending Legislation to Provide for New Governing Policy Framework and Land Development Regulations. **(Zoning Manager Whitfield)**

• **FIRST READING OF ORDINANCE** - None

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:19 PM**

12. Second Reading of Ordinance Amending Chapter 51, Building Code, Code of Ordinances, Relative to Updated and New Permit Application and Inspection Fees. **(Concurrency & Commitment Coordinator McFarlane)**

Concurrency & Commitment Coordinator McFarlane presented an overview of the Ordinance Amending Chapter 51, Building Code, of the Code of Ordinances, regarding the updated and new permit application and inspection fees. In 2002, the City adopted an ordinance establishing Chapter 51 of the Code of Ordinances, which set the current fee schedule for building and inspection fees. Since then, there has been no significant update to these fees. He advised that the proposed fees have slightly decreased from the first to the second reading, based on information received from other municipalities. **Concurrency & Commitment Coordinator McFarlane** gave a brief overview of Item #13, a resolution to adopt an updated fee schedule for

fire permits and related fees. He noted that this will ensure fire permitting fees are aligned with building permitting fees.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to approve Ordinance 2025-04 for Amending Chapter 51, Building Code, Code of Ordinances, Relative to Updated and New Permit Application and Inspection Fees; Moved by Commissioner Wilsen, Seconded by Commissioner Kennedy; Motion carried unanimously.

• **PUBLIC HEARING** - None

• **REGULAR AGENDA 7:24 PM**

13. Approval of Resolution Adopting an Updated Fee Schedule for Fire Permits and Related Fees. **(Concurrency & Commitment Coordinator McFarlane)**

Concurrency & Commitment Coordinator McFarlane presented this item in conjunction with Item #12. **City Attorney Geller** read the title of the resolution.

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

Motion: Move to adopt Resolution 2025-03 for Adopting an Updated Fee Schedule for Fire Permits and Related Fees; Moved by Commissioner Kennedy, Seconded by Commissioner Firstner; Motion carried unanimously.

14. City Attorney Discussion Regarding the Contract for Purchase of 17.96 acres of City-Owned Property by GPK OET LLC

Mayor Johnson read a brief background summary of the GPK OET LLC contract and expressed his desire to either remove the apartment use from the contract or, if possible, cancel the contract entirely.

City Attorney Geller explained that this issue was initially presented in the summer of 2024, and he and City staff have been reviewing the funds received in relation to the contract. He shared that it appears that not all monies owed under the contract have been paid to the escrow agent. Additionally, GPK OET was required to provide evidence of insurance naming the City of Ocoee as an additional insured, but the City has no record of receiving any insurance certificates. According to the contract, the governmental approval deadline should not have extended beyond June 17, 2022. If the City Commission decides to terminate the contract, there is a 10-day cure period that must be given to GPK OET. Due to conflicting language regarding the deposit, if the contract is terminated, the City should anticipate a claim for the return of the deposit.

Assistant City Manager Rumer provided the history of the contract with GPK OET LLC, explaining that in 2019, the City released an RFP for the property, and GPK was selected. GPK initially proposed developing apartments, but City staff denied the request. They then presented the idea to the City Commission, which approved it. Since the original development plan, several changes have taken place. **Assistant City Manager Rumer** emphasized that staff never intended or anticipated an apartment community being developed on this property.

City Attorney Geller stated that one option is to declare the buyer in default and terminate the contract, allowing them 10-days to cure. Another option is to rescind the previously approved use of the property.

Commissioner Wilsen asked if GPK has walked away, as the financial responsibility has not been fulfilled, and inquired about the last contact the City had with them. **Assistant City Manager Rumer** responded that January 13th was the last communication with GPK, and that GPK is supposed to submit another preliminary site plan for approval any day now.

City Manager Shadrix stated that there have been complications that the City has worked with the developer to address; however, there should be controls in place to prevent developers from proceeding past certain points. He reiterated that this was commercial property, and the multi-family use should be dealt with. **City Attorney Geller** asked if the proper procedures took place with respect to approval of uses in a planned development, first reading of an ordinance, and second reading of an ordinance. **Assistant City Manager Rumer** responded that at the time there was room in the planned development without adding new usages or density, so it was not required. **City Attorney Geller** stated that there are clear instances of non-compliance with the contract and expressed that termination is the best option to consider. **Commissioner Kennedy** noted that at the time, approval for the use was not required, but questioned whether that would change if the project were proposed today. **Assistant City Manager Rumer** responded, explaining that the total density would be assessed.

Motion: Move to declare default of the GPK OET LLC Purchase and Sale Agreement with 10 days to cure the defaults; Moved by Commissioner Kennedy, Seconded by Commissioner Firstner; Motion carried unanimously.

Mayor Johnson announced the upcoming City events for March and April. 7:46 PM

• **COMMENTS FROM COMMISSIONERS** 7:48 PM

Commissioner Oliver – Commented on the following: 7:48 PM – 7:52 PM

- 1) Announced that Clarke Road is complete and open.
- 2) Commented on the Civility Code and addressed a remark that was made by the Mayor toward his spouse that he felt warranted an apology as misinformation was shared.

7:52 PM – 7:53 PM **Mayor Johnson** addressed the request for an apology and shared information he received from a member of the Ocoee Woman's Club. He also commented on

the defamatory remarks directed at the City Commission as published in a local article. **Clock was stopped for one minute at 7:54 PM at the Mayor's request**

Commissioner Wilsen – Commented on the following: 7:55 PM – 7:57 PM

- 1) Announced the Shred to Protect event being hosted by the Ocoee Police Department, Ocoee Lions Club, and Ocoee Woman's Club.
- 2) Commented on the success of the Spring into Conservation event that was held this past weekend.
- 3) Asked to defer her remaining time to the City Attorney to explain the three Charter Amendment questions on the current ballot.

7:57 PM Mayor Johnson announced a request from the American Asian Heritage Council to waive rental fees to host their Annual Asian Cultural Festival at the Ocoee Lakeshore Center.

Motion: Move to approve waiving the Ocoee Lakeshore Center rental fees for the American Asian Heritage Council's 2025 Annual Asian Cultural Festival; Moved by Commissioner Wilsen, Seconded by Commissioner Kennedy; motion carried unanimously.

7:58 PM - 8:03 PM City Attorney Geller read and clarified the three City Charter Amendments that will appear on the upcoming election ballot.

Commissioner Kennedy – Commented on the following: 8:03 PM – 8:08 PM

- 1) Commented on the adoption of the City Commission Rules and Regulations, noting that they are not being properly followed. He thanked the City Attorney for providing the Charter section that states the City Commission is responsible for determining the eligibility of its members. He mentioned that when the Mayor stated during last month's comments that the Charter had changed and that he had been informed he could run for a fourth term, the Mayor initially said this information came from the City Clerk and City Manager but later clarified it was from the City Attorney. He emphasized that this matter should have been brought before the City Commission. He also referenced a memorandum from the City Attorney and an article announcing the Mayor's intention to run again in 2027. He further explained that he had requested the charter amendments as a purpose to clarify the rules so that any questions are addressed in a public forum before the City Commission, rather than through staff.

Mayor Johnson – Commented on the following: 8:08 PM – 8:13 PM

- 1) Asked the City Manager to explain how he was made aware of the Charter section regarding term limits. **City Manager Shadrix** shared that he did not make any determination on election law but did inform the Mayor of the discussion that was had with the City Attorney on the request from another Commissioner about their final term. He voiced that neither himself nor the City Clerk ever made an interpretation regarding the Charter. **City Attorney Geller** read the language from C-26 of the Charter which allows him to make an opinion on any question of law affecting the City and he was asked to interpret C-11 of the Charter. **Commissioner Kennedy** asked for a point of order and asked the City Attorney if C-26 is to advise the City Commission. **City Attorney Geller** answered in the affirmative and explained that he can

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advise the City Commission by way of public forum or by way of memorandum which he did. **Commissioner Wilsen** affirmed that any member of the City Commission can approach him privately for interpretation. She further voiced the unprofessionalism of the City Commission this evening and apologized to the members of the public.

Commissioner Firstner – No further comments. 8:14 PM

• **ADJOURNMENT 8:14 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: March 18, 2025
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval to Appoint the Mayor Pro Tem. (City Clerk Sibbitt)

Background Summary:

Section C-9 of the Ocoee City Charter states: ... *"The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general city election ... and shall serve as Mayor pro tem until the successor is elected."*

On March 20, 2007, the City Commission established a policy to annually select the Mayor pro tem, even during non-election years. Then, on April 6, 2021, the City Commission agreed to rotate the Mayor pro tem annually based on districts. In 2023, Commissioner Wilsen (District 2) was selected to serve as Mayor pro tem due to the vacancy in the District 4 seat, followed by Commissioner Kennedy (District 1) in 2024. To maintain the annual rotation based on districts, Commissioner Wilsen (District 2) should be elected as Mayor pro tem for the 2025-2026 term.

Issue:

Should the Honorable Mayor and City Commissioners elect Commissioner Wilsen (District 2) as Mayor pro tem in accordance with City Charter Section C-9 and Commission Policy?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners elect Commissioner Wilsen (District 2) as Mayor pro tem for the 2025-2026 term in accordance with City Charter Section C-9 and Commission Policy.

Attachments:

1. 03-20-2007 Minutes
2. 04-06-2021 Minutes

Financial Impacts:

None

Type of Item: Consent

Mayor Vandergrift clarified that the new language would not impose any costs on the City unless the City sought a modification of the Permit in the future due to a necessary drainage project.

ADD ON ITEM – Election of Mayor Pro Tem

Commissioner Anderson said he would like to rotate this position by seniority per Commissioner Johnson's suggestion, and start with Commissioner Johnson this year because he is the most senior Commissioner. **Consensus of the Commission was to rotate down through the seniority list on an annual basis, beginning next year even though there is no election next year.**

Commissioner Anderson, seconded by Commissioner Keller moved to appoint Commissioner Johnson as Mayor Pro Tem for this year, which term shall expire in March 2008 when the successor is elected. Motion carried 5-0.

ADD ON ITEM – Transfer of Funds to Cover Founder's Day Encumbrances

Commission Johnson said they need more money in the Founder's Day budget, until funds can be raised. They are trying to line up the entertainment. **Commissioner Anderson** asked for clarification that this is a loan that will be reimbursed. **City Manager Frank** said that the money is needed at this time to book the talent. If the amount needed goes over the budgeted amount it will be brought back to the Commission to increase the funds, but at this time we need the funding to book the entertainment. **Commissioner Johnson** said last year we budgeted \$45,000 and we raised \$82,000.

Commissioner Hood, seconded by Commissioner Keller, moved to authorized that funds be transferred from the contingency fund, or another fund deemed more appropriate by the City Manager, up to \$70,000, to cover encumbrances for the Founder's Day event until the funds are raised and the transferred funds can be reimbursed. Motion carried 5-0.

Returned to Item #6 at 9:29 p.m.

I. STAFF REPORTS

City Manager Frank said we need to discuss two workshop issues; the Economic Development Workshop, can be held on April 3, 2007, prior to the Commission Meeting at 6:00 p.m. We would also like to bring back the Health Insurance issue in a workshop session; he suggested doing that at the April 17th Regular Meeting. **Consensus of the Commission to approve the two workshops for April 3, and April 17, 2007, prior to the regular Commission Meetings.**

Commissioner Anderson asked if they could supply as much information in advance as possible prior to the workshops.

8. Approval of the Florida Midland Railroad Company License Agreement for Downtown Stormwater Park Improvements. (Public Works Director Krug)

The City Commission approved the Downtown Master Plan in October 2016 and the project list associated with the plan. A key element of the Plan is the development of the Downtown Stormwater Park which will provide stormwater retainage and treatment for much of the downtown area. The drainage basin of the Downtown Stormwater Park includes the area bounded between W. Oakland Ave. and Floral St. on the north and south and N. Bluford Ave. and the Kissimmee Ave. railroad tracks on the east and west. The Downtown Stormwater Park will also provide a connection point on the west side of the railroad tracks on Franklin Ave for future connection of developments. The City will have to enter into an agreement with Florida Midland Railroad Company in order to install the stormwater pipe under the railroad tracks.

Approved on Consent. Motion carried 5-0.

PUBLIC HEARING - None

FIRST READING OF ORDINANCE - None

SECOND READING OF ORDINANCE – PUBLIC HEARING - None

REGULAR AGENDA - 6:31 PM

9. Election of Mayor Pro Tem. (City Clerk Sibbitt)

Section C-9 of the Ocoee City Charter states, "The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general city election ... and shall serve as Mayor pro tem until the successor is elected." On March 20, 2007, the Commission created a policy to elect the Mayor pro tem annually, even in non-election years, by rotating down through the seniority list.

Mayor Johnson handed the gavel over to Mayor Pro Tem Brinson.

Motion: Move to appoint Commissioner Wilsen as Mayor Pro Tem; Moved by Mayor Johnson, seconded by Commissioner Firstner; Motion carried unanimously.

Commissioner Oliver commented that at a previous meeting they had a discussion which indicated they would make appointments in order of District seats. He asked for that wording to be added to future staff reports. **City Clerk Sibbitt** briefly explained the CRA Board did agree to this type of procedure for the position of Chair, and if the City Commission is seeking to do the same for the Mayor Pro Tem position, she will be sure to include such wording in future staff reports. **Consensus of the City Commission was to rotate the annual position of Mayor Pro Tem, in order of District seats.**



Meeting Date: March 18, 2025
Item #: 3

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Memorandum of Agreement 287 (g) Task Force Model Between the United States Immigration and Customs Enforcement (ICE) and the City of Ocoee. (Police Chief Ogburn)

Background Summary:

Recently, around 700,000 administrative (civil) arrest warrants (Form I-205) issued by U.S. Immigration and Customs Enforcement (ICE) were entered into the National Crime Information Center (NCIC) database. As a result, officers engaged in everyday policing activities may encounter individuals for whom ICE has issued an administrative arrest warrant. However, officers who are not 287(g) deputized by the Department of Homeland Security are not authorized to serve or make arrests based on these administrative warrants, even if they appear in NCIC records. Only federal agents or officers with immigration authority, or state or local officers/deputies who are 287(g) deputized, have the authority to make arrests on these warrants.

ICE is currently updating its virtual immigration enforcement training to enable law enforcement officers to become 287(g) deputized. The training spans 40 hours, and it must be completed within 60-days. The Ocoee Police Department is looking to have one sworn officer become 287(g) deputized to comply with the 287 (g) Task Force Model Memorandum of Agreement (MOA). According to ICE, the 287(g) program allows the delegation of certain immigration officer functions to state and local law enforcement under ICE's direction and oversight. The Task Force Model acts as a force multiplier for law enforcement agencies, granting limited immigration authority under ICE supervision during routine police duties. This MOA outlines the terms and conditions under which selected law enforcement agency (LEA) personnel will be nominated, trained, and approved by ICE to carry out specific immigration officer functions under ICE's direction and supervision within the LEA's jurisdiction. It also details the scope of immigration officer duties that DHS authorizes participating LEA personnel to perform.

Issue:

Should the Honorable Mayor and City Commissioners approve the Memorandum of Agreement 287 (g) Task Force Model from Immigration and Customs Enforcement and the Department of Homeland Security to allow one sworn member to be 287(g) deputized in order to be in compliance?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Memorandum of Agreement

287 (g) Task Force Model from Immigration and Customs Enforcement and the Department of Homeland Security to allow one sworn member to be 287(g) deputized in order to be in compliance.

Attachments:

1. Memorandum of Agreement 287 (g) Task Force Model

Financial Impacts:

There is no financial impact on the City of Ocoee.

Type of Item: Consent

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the _____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the _____ (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____ in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

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photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

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on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

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defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at _____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

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used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

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misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: _____

Signature: _____

Title: _____

For ICE:

Date: _____

Signature: _____

Title: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA:

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs



STAFF REPORT

Meeting Date: March 18, 2025

Item #: 4

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

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

Background Summary: Each year the Commission reviews the Liaisons Appointments to various boards and makes changes, if needed. In 2024 the following appointments were made:

Parks and Recreation Board ***	Commissioner Wilsen
Citizens Advisory Board for the Police Dept. ***	Commissioner Kennedy
Citizens Advisory Board for the Fire Dept. ***	Commissioner Firstner
Human Relations Diversity Board **	Mayor Johnson
Personnel Board **	Mayor Johnson
Tri-County League of Cities *	Commissioner Wilsen
West Orange Airport Authority *	In 2024, no appointment was made to this committee due to it being inactive.
W.O. Chamber of Commerce *	City Manager Shadrix (Assumed role following retirement of City Manager Frank, as approved by the City Commission on April 16, 2024)
Education Incentive Board **	Commissioner Oliver
MetroPlan Orlando Municipal Advisory Committee (MAC) *	Commissioner Kennedy (An alternate member is also being requested by the committee. In 2024, no appointment was made)

* Required by Organization

** Required by Code or Bylaws

*** Not required by Code or Bylaws

Since the West Orange Airport Authority is presently inactive, staff is not seeking an appointment at this time. Any potential appointment will be reconsidered at a later time, if necessary.

Issue:

Should the Honorable Mayor and City Commissioners appoint commission liaisons to the various boards?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners make appointments to the above-listed boards.

Attachments:

1. 04-16-2024 Minutes

Financial Impacts:

None

Type of Item: Regular

• **REGULAR AGENDA 7:48 PM**

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

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

Parks and Recreation Board – Commissioner Wilsen

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

Citizens Advisory Board for the Police Department – Commissioner Kennedy

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

Citizens Advisory Board for the Fire Department - Commissioner Firstner

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

Human Relations Diversity Board – Mayor Johnson

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

Personnel Board – Mayor Johnson

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

Tri-County League of Cities – Commissioner Wilsen

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

W.O. Chamber of Commerce – City Manager Frank

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

Education Incentive Board – Commissioner Oliver

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

MetroPlan Orlando Municipal Advisory Committee (MAC) - Commissioner Kennedy

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

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

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

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

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

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

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

STAFF REPORT

Meeting Date: March 18, 2025

Item #: 5

Contact Name: Carolina Vaca
Contact Number: Ext. 1027

Department Director: Ginger Corless
City Manager: Craig Shadrix

**Subject: Approval to Execute Agreements for Installation of Second Centennial Mural.
(Redevelopment Program Manager Vaca)**

Background Summary:

On November 19, 2024, staff presented to the Commission two mural design options for the Centennial Celebration. The Commission approved one design for installation and requested that staff explore an alternative location to install the other mural design by Shea Monahan Art & Design LLC. Staff subsequently worked on identifying potential locations and ultimately found the north elevation of the building at 2 South Bluford to be suitable for its visibility and ease of access from the public right-of-way. Furthermore, the owner of this property is agreeable to the installation of the mural. Staff then worked with the artist, Shea Monahan, to modify the design to work around elements on this building that did not exist on the prior building (three windows, two doors, light fixtures, etc.) Tonight, staff is bringing back to the Commission a mockup of the mural design on the 2 South Bluford building and is seeking authorization to execute agreements with the artist and property owner for its installation.

Issue:

Should the Honorable Mayor and City Commissioners authorize the execution of the agreements with the property owner of 2 South Bluford and artist Shea Monahan for the installation of the mural design?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners authorize the execution of the agreements with the property owner of 2 South Bluford and artist Shea Monahan for the installation of the mural design.

Attachments:

1. Mural Design Mockup
2. Centennial Mural Art Easement Agreement
3. Centennial Mural Artist Agreement

Financial Impacts:

The cost for the installation of this mural is \$28,830, which is \$1,170 less than the price presented to the Commission at the November 19, 2024, meeting. This cost is also less than the cost to install the first mural on 114 W. McKey Street, which was \$29,500. This price includes the design modifications, licensing,

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Phone: (407) 905-3100 ▪ www.ocoe.org

materials/supplies, and installation. There are no fees from the property owner for the installation of the mural. This project is funded by funds allocated for the Centennial Celebration in GL 116-574-00-5202.

Type of Item: Regular



ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date (hereinafter defined) by and between the **CITY OF OCOEE**, a Florida municipal corporation (the “City”), having an address at 1 N. Bluford Ave. Ocoee, FL 34761, and **S & T MOON LLC**, a Florida Limited Liability Company (the “Grantor”), whose principal address is 12750 West Colonial Dr. Winter Garden, FL 34787. City and Grantor may hereinafter be collectively referred to as “Parties”

RECITALS:

WHEREAS, as part of Ocoee’s Centennial Celebration, the City desires to install an outdoor mural that showcases the rich history, diversity, and vibrancy of the community; and

WHEREAS, the Grantor owns the property described in Exhibit “A” (the “Property”) and is willing to make the Property available to the City for the placement of a mural (“the Mural”) by Shea Monahan Art & Design LLC (the “Artist”) as generally depicted in Exhibit “B”;

NOW, THEREFORE, in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties hereto do hereby agree as follows:

1. **Grant of Easement.** Grantor conveys, grants, and warrants to the City, its successors and assigns, an Easement (the “Easement”) for the purpose of installing, exhibiting, and maintaining the Mural on the Property. Following completion of the Mural, as described in Exhibit “B”, the Mural shall be the property of the City.

2. **Term.** This Agreement, and the Easement granted hereunder, shall be for a period of three (3) years from the date when it has been executed by both parties (the “Effective Date”) unless extended by mutual agreement of the Parties.

3. **Termination.**

- a. **Termination by Grantor.** This Agreement, and the Easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days’ written notice to City and City’s written consent to terminate, upon Grantor’s showing of any of the following:
 - i. That the Property is to be sold and the buyer requires removal of this Easement as a condition of the purchase and sale; or
 - ii. That the Property is to be refinanced and the lender requires removal of this Easement as a condition of the refinancing; or
 - iii. That the Property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural; or
 - iv. That Grantor’s circumstances have materially changed and the continued existence of this Easement or maintenance of the Mural substantially impedes Grantor’s reasonable use and enjoyment of the Property.

City shall not unreasonably withhold consent to termination upon Grantor’s satisfactory demonstration of any of the foregoing conditions of termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor’s sole expense. Such removal and restoration shall occur within thirty (30) days of the termination of the Easement, unless this period is extended in writing by the City.

- b. **Termination by City.** This Agreement, and the Easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days' written notice to Grantor, if City determines that Grantor has failed to substantially perform Grantor's obligations under this Agreement, or if City determines that the continued existence of the Easement or maintenance of the Mural is no longer desired or if City is unable to maintain the Mural due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City's sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City so elects, shall occur within thirty (30) days of the termination of the Easement, unless this period is extended in writing by Grantor.
- c. **Expiration of Term.** Upon expiration of the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City expressly agrees and warrants that City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition within thirty (30) days of the expiration of the easement, unless this period is extended in writing by the Grantor.

4. **Maintenance and Repair of Mural.** During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

5. **Right of Entry.** City and Artist shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Agreement.

6. **Binding Effect.** The Easement granted in this Agreement shall run with the land and shall be binding upon, and inure to the benefit, of the Grantor and the City, and their respective representatives, successors or assigns, and/or any person or entity acquiring any right, title, or interest in the Property.

7. **Contractual Relationships and Assignment.** This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this Agreement without the prior written consent of the other.

8. **Notices.** Any notice consent, authorization, or other communication required to be provided by either party hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by e-mail if receipt is verified, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, properly addressed as follows:

Grantor: Trang Truong
S & T MOON LLC
12750 West Colonial Drive
Winter Garden, FL 34787
Email: VTran6@aol.com

City: City Manager
City of Ocoee
1 North Bluford Ave.
Ocoee, FL 34761
Email: craig.shadrix@ocoe.org

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

10. **Amendments.** No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.

11. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CITY:

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

Date: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 2025.

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

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

GRANTOR:

S & T MOON LLC, a Florida Limited Liability
Company

By:_____

Title:_____

Date:_____

EXHIBIT "A"
PROPERTY DESCRIPTION

Prepared By and Return To:
Kathy Engwer
Treasure Title Insurance Agency, Inc.
12200 West Colonial Drive, Ste. 200B
Winter Garden, FL 34787

File No. 202000147

Property Appraiser's Parcel I.D. (folio) Number(s)
17-22-28-5504-03080 (Parc

WARRANTY DEED

THIS WARRANTY DEED made and executed July 22, 2020, by Church of Christ of Ocoee, Florida, Inc. a Florida Not for Profit Corporation, a corporation existing under the laws of Florida, and having its principal place of business at 2 E Magnolia Street, Ocoee, FL 34761 hereinafter called the grantor, to S&T Moon, LLC, a Florida Limited liability company whose post office address is 3243 Kentshire Blvd, Ocoee, FL 34761, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt, whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Orange County, Florida, to wit

As shown on Exhibit A which is attached hereto and incorporated herein by reference.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to date: December 31, 2019.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
(Witness Signature)

Kathy Engwer
(Print Name of Witness)

[Signature]
(Witness Signature)

Cassandra Saunders
(Print Name of Witness)

Church of Christ of Ocoee, Florida Inc., a Florida Not for Profit Corporation

BY: [Signature]
David A Hartbarger, President

2 E Magnolia Street
(Address)

Ocoee, FL 34761
(Address)

WARRANTY DEED
(Continued)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 22 day of July, 2020 by David A Hartmann, President of Church of Christ of Ocoee, Florida, Inc. a Florida Not for Profit Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

[Notary Seal]

Name:
Title/Rank:
Serial Number, if any:



EXHIBIT A

Lots 9, 10, and a portion of Lot 8, Block C, Marion Park, according to the map or plat thereof, as recorded in Plat Book L, Page(s) 48, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 8, Block C, Marion Park, according to the map or plat thereof, as recorded in Plat Book L, Page(s) 48, of the Public Records of Orange County, Florida, said corner also being a point on the East Right-Of-Way line of South Bluford Street; Thence run North 00°00'00" East along said East Right-Of-Way line a distance of 8.79 feet to a point, said point being the Point of Beginning;

Thence continue along said East Right-Of-Way line run North 00°00'00" East, a distance of 51.21 feet to a point of curvature, concave Southeasterly, having a radius of 20.00 feet, together with a chord bearing of North 45°00'00" East, with a distance of 28.33 feet; thence along said curve run Northeasterly a distance of 31.47 feet, through a Central Angle of 90°10'01" to a Point of Tangency; said point being on the South Right-Of-Way line of McKey Street; thence along said South Right-Of-Way line run South 89°37'00" East, a distance of 65.00 feet to the Northeast corner of said Lot 10, Block C; thence departing said South Right-Of-Way line run South 00°00'00" West, a distance of 70.90 feet to a point; thence run North 89°52'10" West, a distance of 85.01 feet to a point, said point being the Point of Beginning.

EXHIBIT "B"

MURAL CONCEPT/DESIGN

Installation Address: 2 S. Bluford Avenue Ocoee, FL 34761

Mural Location: North-facing building wall



**AGREEMENT FOR PROFESSIONAL SERVICES: MURAL DESIGN, INSTALLATION,
AND MAINTENANCE**

THIS AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date (hereinafter defined) by and between the **CITY OF OCOEE**, a Florida municipal corporation (the “City”), having an address at 1 N. Bluford Ave. Ocoee, FL 34761, and **SHEA MONAHAN ART & DESIGN LLC**, a Florida limited liability company (“the “Artist”), whose principal address is 56 W. Harding Street Unit C Orlando, FL 32806. City and Artist may hereinafter be collectively referred to as “Parties”

RECITALS:

WHEREAS, as part of Ocoee’s Centennial Celebration, the City desires to install a mural that showcases the rich history, diversity, and vibrancy of the community; and

WHEREAS, the City issued a Call to Artists seeking artists to create a unique and original design for the mural and later install the mural on a private property in the downtown area (the “Project”); and

WHEREAS, the Artist’s design as depicted in Exhibit “A” (the “Artwork”) was selected, by the City Commission at a public meeting, to be installed on an exterior wall located at 2 S. Bluford Avenue, Ocoee, FL 34761 (the “Location”); and

WHEREAS, the City and Artist desire to execute an agreement establishing the rights and responsibilities with respect to the Project and the Artwork, including installation, maintenance, and ownership.

NOW, THEREFORE, in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and form a material part of this Agreement and are incorporated herein by this reference.
2. **Artist’s Representations, Warranties, and Responsibilities.**
 - a. Artist shall install the Artwork in the exact manner, or as close to the proposal, approved by the City Commission and depicted in Exhibit “A”.
 - b. Artist shall complete the installation of the Artwork on or before May 9, 2025.
 - c. Artwork shall be installed by Artist at the Location as generally depicted in Exhibit “B”.
 - d. Artist shall furnish all services and labor necessary and as may be required in the performance of this Agreement. Artist shall be responsible for providing all materials and supplies necessary to complete the installation of the Artwork and cleanup of the Project area.
 - e. Artist represents and warrants that all work performed pursuant to this Agreement, including but not limited to the Artwork, is the sole work of the Artist, is an original creation, and does not infringe upon or violate any copyrights or other rights of any person, firm, or organization. Artist acknowledges and agrees to defend, indemnify and hold harmless the City against any claims alleging that the Artwork infringes on the intellectual property rights of any third parties.
 - f. Artist warrants the Project against all defects in workmanship and materials for a period not to exceed two (2) years from the date of Project completion (“Warranty Period”) and

shall repair or replace defective materials and workmanship at Artist's sole cost during the Warranty Period. To be valid, any warranty claim(s) submitted by the City must be made in writing during the Warranty Period.

- g. All work performed under this Agreement shall be done in a professional manner. Artist shall faithfully perform the services required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Project described in this Agreement.
- h. The Project shall be produced to the City's sole satisfaction. The display of the Artwork shall be subject to the sole discretion of the City.

3. **Term of Agreement.** The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and shall end two (2) years from the Project completion.

4. **Termination.** The City shall have the right to terminate this Agreement, for any reason, upon seven (7) days written notice to Artist. If the Artist fails to install the Artwork that is specified in this Agreement, fails to complete installation of the Artwork within the time period required by this Agreement, or otherwise breaches this Agreement, City may terminate this Agreement immediately upon written notice. Artist shall only have the right to terminate this Agreement for special circumstances that prevent Artist from continuing to provide the work under this Agreement. In the event of termination by City, City shall compensate Artist for work actually completed by Artist prior to the date of written notice of termination and any additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder. In the event of termination by Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all work products prepared and submitted or prepared for submission under this Agreement, and all rights, title, and interest thereto, including those described in Section 8 of this Agreement, shall, at City's option, become City's property, and the right to fabricate and/or install the Artwork shall pass to City. If Artist terminates the Agreement, Artist shall return to the City any funds received by Artist from the City within ten (10) days of the date of termination. If this Agreement is terminated for any reason, Artist shall remove all of Artist's property from all City facilities and Project site within seven (7) days of written notice of termination.

5. **Compensation.**

- a. The City shall pay Artist a total amount not to exceed \$28,830. This shall be the only payment made to Artist under this Agreement; there shall be no additional payments to Artist by the City in regard to the Agreement or for costs incurred by Artist. Payments made to Artist by the City are subject to authorization by the City Commission, conformance with any Project rules or procedures established by the City, and subject to an approved W-9 Vendor Registration being submitted by Artist to the City.
- b. Payment to Artist by the City shall be made as follows: a) 50% of the approved amount within thirty (30) days following the execution of this Agreement, authorization by the City Commission, and the approval of the submitted W-9 Vendor Registration information; and b) the remaining 50% of the approved amount within thirty (30) days of the City accepting and issuing a Notice of Completion for the Project.

6. **Subcontracting or Assignment.** The parties agree that Artist's expertise and experience are material considerations for this Agreement. Therefore, Artist shall not subcontract or assign any of Artist's

obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.

7. **Maintenance.** Artist will be granted a first right to perform maintenance of the mural for a period of five (5) years. Whether maintenance is needed and when maintenance is needed will be determined by the City. Maintenance fees, if maintenance is required, will be determined by the City with input by the Artist.

8. **Ownership of the Artwork, Waiver and Acknowledgement.**

- a. Upon City's final acceptance of the Project, City shall own all rights in the Artwork. Artist hereby waives (1) all proprietary rights to, and ownership of the Artwork; (2) all claims that may arise under the Visual Artists Rights Act of 1990, 17 U.S.C., Sections 106A and 113(d) (also known as "VARA") and any other local, state, federal or international laws that convey rights of the same nature as pursuant to 17 U.S.C. 106A; and (3) all rights to replicate, distribute, or reproduce the Artwork. Artist acknowledges the City is entitled to exhibit, publicize, broadcast, advertise, and otherwise use the likeness of the Artwork, in any non-commercial, non-profit manner the City sees fit.
- b. Artist may photographically reproduce the image of the Artwork, and all preliminary studies and sketches thereof, as Artist may desire for marketing, educational and public information purposes. Where practicable, Artist shall acknowledge on each such photographic reproduction the location of such Artwork, provided that reproductions of preliminary studies and sketches shall not be identified as or represented to be the finished Artwork.
- c. City may photographically reproduce the image of the Artwork, and all preliminary studies and sketches thereof, that have been delivered to and accepted, as City may desire for educational and public information purposes. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photographic reproduction to be the creator of the original subject thereof, provided that photographic reproductions of preliminary studies and sketches shall not be identified as or represented to be the finished Artwork.
- d. This provision shall survive the termination or expiration of this Agreement.

9. **Insurance.**

- a. Prior to commencing any work, and until City's final acceptance of the Project, Artist shall pay for and maintain in full force and effect all insurance as required in Exhibit "C" or as may be authorized, and any additional insurance as may be required, in writing by City.
- b. If at any time prior to City's final acceptance of the project, Artist or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Artist shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Artist of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by

City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

10. **Indemnification.** Artist shall indemnify and hold the City harmless, including its elected officials, agents, and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, arising out of the any work activities performed under this Agreement, or constituting a breach of any term of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

12. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

13. **Notice.** Any notice consent, authorization, or other communication required to be provided by either party hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by e-mail if receipt is verified, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, properly addressed as follows:

Artist: Shea Monahan	City: City Manager
Shea Monahan Art & Design LLC	City of Ocoee
56 W. Harding Street, Unit C	1 North Bluford Ave.
Orlando, FL 32806	Ocoee, FL 34761
Email: sheaomonahan@gmail.com	Email: craig.shadrix@occoee.org

Either party may change its address for the purpose of this provision by giving written notice of such change in the manner herein provided.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CITY:

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

Date: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 2025.

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

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

ARTIST:

SHEA MONAHAN ART & DESIGN LLC, a
Florida limited liability company

By:_____

Title:_____

Date:_____

EXHIBIT "A"
MURAL CONCEPT/DESIGN



EXHIBIT "B"
BUILDING/LOCATION INFORMATION

Address: 2 S. Bluford Avenue Ocoee, FL 34761

Mural Location: North-facing building wall

Wall Dimensions: Approximately 50.5' x 17'



EXHIBIT "C"

INSURANCE REQUIREMENTS

Artist shall not commence any work in connection with this Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Artist allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

a) Loss Deductible Clause: City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Artist and/ or subcontractor providing such insurance.

b) Workers' Compensation Insurance: Unless otherwise exempt, Artist shall obtain Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Artist's employees connected with the work of this Project. In the event any work is sublet, the Artist shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Artist. Such insurance shall comply fully with the Florida Workers' Compensation Law. If exempt, Artist shall provide valid *Certificate of Election to be Exempt from Florida's Workers' Compensation Law*.

- Include Waiver of Subrogation in favor of the City of Ocoee

c) General Liability and Property Damage Insurance:

1) Automobile Bodily Injury Liability & Property Damage Liability - Artist shall obtain Commercial Automobile Coverage. This policy shall name the City of Ocoee as an additional insured and shall protect the Artist and City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement, whether such operations be by the Artist or by anyone directly or indirectly employed by the Artist. The amounts of such insurance shall be the minimum limits as follows:

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobiles will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability - Artist shall obtain General Liability Coverage. This policy shall name the City of Ocoee as an additional insured with respect to Premises Liability and Products/Completed Operations. The amounts of such insurance shall be the minimum limits as follows:

- \$2,000,000 General Aggregate
- \$1,000,000 Per Occurrence
- \$2,000,000 Products/Completed Operations
- \$1,000,000 Personal/Advertising Injury
- Include Waiver of Subrogation in favor of the City of Ocoee

d) Certificates of Insurance: Certificate of Insurance Form, naming the City of Ocoee as an additional insured, shall be furnished by Artist prior to commencing any work.

STAFF REPORT

Meeting Date: March 18, 2025
Item #: 6

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Update on Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Club, LLLP and Authorization to Release a Request for Proposal for a Permanent Operator. (City Attorney Ardaman)

Background Summary:

On February 4, 2025, the Ocoee City Commission voted 4-1 to approve City staff and the City Attorney's office to participate in pre-suit mediation to resolve the alleged defaults by Forest Lake Golf Club. Mediation was held on February 26, 2025, and resulted in a mediated settlement agreement which was partially formalized in writing on February 26, 2025, and is subject to City Commission approval. Council for both parties are currently formalizing the final draft of a Seventh Amendment to the Ground Lease which will formalize the entirety of the agreement.

The City Attorney will provide the City Commission an update on the Seventh Amendment to Ground Lease Agreement. Additionally, staff is seeking authorization to release a Request for Proposal (RFP) for a permanent golf operator.

Issue:

Update on the Seventh Amendment to the Ground Lease Agreement and authorize the release of a Request for Proposal (RFP) for a permanent golf operator.

Recommendations:

Staff recommends the release of a Request for Proposal (RFP) for a permanent golf operator.

Attachments:

None

Financial Impacts:

N/A

Type of Item: Regular



Meeting Date: March 18, 2025

Item #: 7

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Request for Selection of Interim Operator for Forest Lake Golf Course (May 1 – Nov. 2, 2025), Located at 10521 Clarcona Ocoee Road. (Assistant City Manager Rumer)

Background Summary:

In the event the City Commission approves the Seventh Amendment to the Ground Lease Agreement with Forest Lake Golf Course, the City will need an Interim Operator for Forest Lake Golf Course until a permanent replacement operator is chosen via the Request for Proposals ("RFP") process. The current tenant at Forest Lake Golf Course will continue operating all aspects of the club and facilities until the close of business on April 30, 2025. The new permanent operator is anticipated to take over operations at Forest Lake Golf Course on November 3, 2025. Therefore, the City is in need of an Interim Operator of Forest Lake Golf Course from May 1, 2025, to November 2, 2025.

The City has received proposals from three (3) qualified local vendors to take over the Golf Course's interim operations from May 1, 2025, to November 2, 2025. The City has obtained all submittals in the same format, to allow the Commission to easily compare the proposals on an "apples to apples" basis, meaning all submittals include the same types and categories of information as to the proposed operators' experience, level of service to be provided, and their ability to provide the required services. The City Attorney, City staff, and consultants are available to address any questions the Mayor or Commissioners may have regarding the submittals.

Proposals were received from:

SSS Down to Earth OPCO LLC aka Down to Earth
FLGC Golf Manager, LLC aka Hampton Golf
Tamarack Golf Management, LLC aka Tamarack Golf

Issue:

Honorable Mayor and City Commissioners selection of an Interim Operator for Forest Lake Golf Course from May 1, 2025, to November 2, 2025.

Recommendations:

Select an Interim Operator with an Agreement to be Executed upon the City Commission Approval of the Seventh Amendment to the Ground Lease Agreement for Forest Lake Golf Course

Attachments:

1. Proposal Response Summary Sheet
2. Down To Earth Proposal
3. Down to Earth Bio
4. Hampton Golf Proposal
5. Hampton Golf Bio
6. Tamarack Proposal
7. Tamarack Golf Bio

Financial Impacts:

Management Fees will be paid from Golf Course Revenues.

Type of Item: Regular

Forest Lake Proposal Evaluation and Ranking for ZHA Consulting

Services Provided	Compensation Fee, not including all other expenses such as staffing	Course and Grounds Maintenance Plan	Clubhouse & Facilities	Staffing	Financial	Transition
Down to Earth	Management Fee \$8,000/month	Provided detail on agronomic plan, maintenance schedule, and other related operational strategies.	Will operate restaurant and bar during golf hours and marketed for events. Enhanced menu. Will operate pro shop.	Will retain existing staff and described using their key positions: Regional GM, Director of Golf, Food and Beverage Manager, Kitchen Manager, Course Superintendent	Keep existing greens fees with potential for incremental increases when able. Offer player loyalty programs.	Provided transition plan.
Tamarack Golf Management LLC	Proposed alternative management structure where Tamarack will pay City \$10,000 "monthly fee".	Focused on six (6) sub-areas: Tees and fairways, Greens, Bunkers, Roughs, Native Areas, Bodies of Water	Restaurant would be open 9:00 am to 8:00 pm and would remain open during times of course closure. Enhanced menu. Special events. Start golf academy.	Would retain existing staff and would back fill from other course when needed. Would also try to hire locally.	Would keep existing greens fees with Ocoee residents would receive a 15% discount	Provided transition plan
Hampton Golf /FLGC Golf Manager, LLC	Management fee is \$16,500 total: \$12,000 base and \$4,500 for accounting, marketing, and human resources	Lightly addressed proposing agronomic plan, maintenance schedule, and other related strategies to maintain and improve greens, fairways, and other areas.	Stated maintenance of golf club in accordance to standards of quality public golf course.	Stated applicant and Hampton Golf will establish employment procedures, policies, pay scale, and benefits. Current employees would be offered. No other information provided.	Would deliver a monthly report	Explained that a transition plan will be in place.

FOREST LAKE GOLF CLUB

INTERIM OPERATOR – PROPOSAL SUMMARY

APPLICANT: SSS Down to Earth OPCO LLC

To assist the City of Ocoee (the “City”) in the review of Applicant’s proposal as interim operator of Forest Lake Golf Club, including all buildings, structures, improvements, appurtenances, and fixtures located thereon (collectively, the “Golf Club”), the City hereby requests Applicant to timely complete this request for a proposal summary in accordance with the instructions stated herein. No requirement for “marketing messaging” as Applicant has been determined to be qualified. The term of the applicable interim management agreement will be six months, commencing as of April 1, 2025, and continuing until September 30, 2025, subject to change by the City. All responses by Applicant are due by 10:00 a.m. EST on Wednesday, March 12, 2025. Applicant shall limit its response to each section below to the space provided, of which Applicant’s proposal summary shall not exceed 6 pages in aggregate.

SEND PROPOSAL SUMMARY TO:

ZHA, INC.
ATTENTION: ROBERT UTSEY
ROBERT.UTSEY@ZHAINTL.COM

Accordingly, Applicant shall provide a summary of the following:

- (1) Compensation. Provide a total fixed management fee to be paid to Applicant for operating the Golf Club and a clear breakdown of all responsibilities included under said fee and any costs or expenses that would be outside said fee.

Down To Earth Golf Services

The monthly management fee proposed is \$8000.00.

All operating revenues, expenses and profits remain with the course owner.

Capital expenditures above regular agreed upon operations shall be at owners expense.

Management responsibilities include all daily operations of the golf, range, food & beverage and maintenance departments. Operations of these departments may be adjusted based on the goals for the facility by the golf course owner. Consideration will be given to hours of operation, service levels and maintenance levels commiserate with budgeted revenue and expense levels. It is assumed that the course owner wants to maximize the financial potential of the facility while providing a service level and product that reflects well on the course owner.

Golf Operations

- * On-board and train all existing and future staff members.
- * Maximize revenue potential through tee sheet management, pricing strategies and social media marketing.
- * Leverage contacts with tee time purveyors who operate in Central Florida to maximize revenue.
- * Assume or upgrade current point of sale programs.

Food & Beverage

- * On-board and train all existing and future staff members.

(2) Golf Course and Grounds Maintenance Plan. Proposed agronomic plan, maintenance schedule, and other related operational strategies, including applicable reporting practices, to maintain and improve the Golf Club's greens, fairways, and other areas of the golf course.

Maintenance Agreement Specifications

I. Putting Green Maintenance:

Mowing / Rolling

All greens will be mowed and or rolled a total of seven (7) days per week.

Height of cut will be .145" to .200" but, may be modified from time to time as deemed necessary by the golf course superintendent in conjunction with the General Manager.

The practice of alternating mowing patterns will need to be followed.

Collars and approaches will be mowed up to three (3) times per week. During dormancy periods this may be less but must not appear un-maintained at any time.

Aerification

Aerification will be done a minimum of two (2) times per year. The type of aerification such as deep tine, hollow tine or venting may be determined by the Golf Course Superintendent in conjunction with the General Manager. Aerification will be done with a minimum of interference to play.

Verticutting and Grooming

Vertical cutting to be done as needed up to once per week and should complement each aerification and topdressing. Grooming or brushing may also be done at this time.

Topdressing

Following all aerifications, an approved topdressing material, similar to the greens construction sand, shall be applied and brushed into the turf. This application should be done with an approved topdressing spreader. Spot topdressing may be applied as needed to repair damage from ball marks and other damage. Light topdressings may also be done in conjunction with the verticutting process.

Fertilization

Under normal conditions a minimum, 10# N, 16# K and 3# P should be applied per one thousand (1000) square feet. Adjustments will be made based on bi-annual soil nutrient level testing and growing conditions at the time of treatment. A variety of proven effective granular slow release type and foliar type products may be applied.

Weed Control

Post-emergent weed control will be an on-going daily effort and will be distributed in the most efficient manner possible based on course conditions. Invasive species of grass will be mowed but may require additional treatments not covered in this contract scope.

(3) Clubhouse and Facilities Management. Proposed operating plan for the restaurant, bar, pro shop, and other facilities within the clubhouse in order to manage, operate, maintain, and improve the Golf Club's food and beverage service and other departments located therein.

The restaurant and bar shall be available during golf hours to provide food and beverage reliably to golfers as well as other local customers who may wish to utilize the club facilities. Additionally, the facilities will be marketed for private events generally occurring outside of our golf course hours to maximize revenue potential.

Food and beverage menu offerings will include normal golf course offerings supplemented by creative specials to keep interest up. Attractive presentation should be utilized to provide a higher perception of value. Special events pairing Golf with F&B as well as regular "Tasting" events will help elevate the food and beverage experience for the club's customers.

Staff will be trained and encouraged to provide a welcoming and fun atmosphere with friendly service and attractive offerings for guests. The service areas shall be clean and attractive to prospective guests.

Detailed F&B offerings and services shall be discussed with course ownership and shall be matched with a budget that achieves both service and financial goals.

As in the restaurant, the Golf Shop and Player Assistance Staff must provide a fun and welcoming atmosphere for the facility's customers. Golfers return to courses again and again when the atmosphere and tone is right. Tact and nuance is required to gain compliance from golfers with respect to club rules designed for everyone's enjoyment of the facility. Management must be front facing visible to players and service staff alike.

(4) Staffing. Proposed staffing plan for the Golf Club, including list of all key positions, salary structures, hourly wages, benefits package, and incentive programs. Applicant shall confirm whether Applicant is willing to retain current staff, and if so, Applicant shall provide the process and procedure related thereto.

Down To Earth Golf Services prefers to retain existing staff and help them reach their potential within the goals of the club. It's our general policy to give existing staff members every opportunity to be part of future success unless our client asks otherwise. Often our adopted team members are integral to achieving greater success at our new facilities and provide a steady customer facing presence to our regular players. Change may occur when existing staff aren't able to adapt to a new vision. Our goal is to generate enthusiasm within the staff to energize greater results for both the facility and team members.

Existing staff members who wish to continue will be on-boarded as Down To Earth Staff Members. We will meet with all staff whether they are in management or in a front line role to understand strengths and weaknesses as well as to communicate future goals of the facility.

Forest Lake Golf Club already has a good reputation for it's facility and the value it provides. Incremental improvements in conditions as well as customer service will serve to keep improving the club's ongoing success.

Key Positions:

*Regional GM (Employed by Down To Earth)

*Director of Golf - Total employment package \$60 to \$80 thousand including salary, incentives and lessons.

*Food and Beverage Manager - Total employment package can range from \$60 to \$80 thousand depending on business levels and incentives reached.

* Kitchen Manager / Chef - Total employment package can range from \$50 to \$75 thousand depending on the level of expertise needed to fulfill the owner's vision for food and beverage offerings.

*Course Superintendent - Total employment package can range from \$65 to \$80 thousand before benefits and incentives.

*All full time managers and employees have access to medical, dental, 401k and supplemental insurance policies.

(5) Financial. Provide pricing schedule for daily play, discounts, and tee-time management, including projected revenues, operating expenses, and cost-saving strategies.

Having viewed Forest Lake from the outside as a local operator, its my perception that the course has done a good job of providing value to local golfers in the form of reasonably good conditions at an affordable price. Reviews are usually good and the property is generally well thought of in the Central Florida area.

Generally, pricing has been appropriate for the segment of the market in which it lives. That said, it's the goal of the owner and operator to maximize revenue to fund operations as well as capital projects necessary to ensure the long term health of the club. There are many tools employed to achieve maximum revenue while maintaining customer loyalty and value. Among these tools are creating and maintaining relationships with the many tee time wholesalers that exist in a tourism market. Additionally, dynamic pricing strategies can be employed to maximize tee-sheet utilization and fill less desirable times before they parish.

Typically, we are able to find incremental price increases that aren't noticed by players but that have a significant impact on the bottom line. Player loyalty programs as well as regular games and competitions can keep golfers returning time after time to their "home" course. Perhaps the best marketing a course can do is to have steadily good course conditions. We have seen significant increases in revenue at our other facilities by making conditions better.

(6) Transition Plan. Provide a “transition plan” that outlines Applicant’s process and procedure for ensuring a smooth and efficient transition of operations of the Golf Club from the City’s prior tenant to Applicant. Note that the first month of the term (April 1 – April 30) will be a transition period in advance of assuming full operational responsibilities from the current tenant on May 1, 2025.

Transition

Having a month to transition is a luxury we usually aren't afforded. We have had to do it numerous times overnight.

During transition the following steps will occur:

- * Employees are on-boarded to Down To Earth and provided all relevant employee information with respect to company protocol, pay rates as well as policies and procedures
- * All necessary licenses are acquired.
- * The operating bank account is opened either by Down To Earth or by the course owner naming Down To Earth as a signor.
- * The course owner provides funding for the operating account.
- * Vendor accounts are established with our preferred pricing.
- * Book-keeping systems are set up
- * Point of sale software acquisition and /or training occurs.
- * Pricing is planned and reviewed.
- * Employee interviews occur.
- * Maintenance equipment is prepared and moved by Down to Earth.
- * Staff training for policies and procedures as well as staff safety are implemented.
- * Operational tools are purchased as needed such as any computers and software needed.
- * If current cart fleet isn't assumed, a new fleet must be sought.
- * Food, beverage and golf shop merchandise must be ordered
- * General supplies must be purchased
- * Set up or assume website and other social media platforms.
- * Plan content for social media platforms
- * Review existing offerings regarding membership and group deals
- * Work with current operator for a smooth transition if possible.



FOREST LAKE GOLF CLUB



LANDSCAPE | IRRIGATION | CONSTRUCTION | GOLF



PREPARED FOR:

**ROBERT
UTSEY**
Principal

2290 Lucien Way, Suite 300
Maitland, FL 32751
Phone: (407) 739-8358
Email: Robert.utsey@zhaintl.com
Website: ZHAintl.com

Proposal issued:
03 Feb 2025

Proposal valid to:
03 Mar 2025

2/03/2025

Re: Forest Lake Golf Club Management / Maintenance Services

Dear Robert,

Thank you for the opportunity to submit the following proposal for golf course management and maintenance services.

We believe that Down To Earth is best qualified to fulfill the goals of Forest Lake Golf Club and we are excited to prove our capabilities to you and the city. We are committed to improving and protecting the quality and value of your assets through our dedication to our Mission, Vision, and ICARE values. Our Mission? To bring natural joy to our customers. Our Vision is to become the service provider of choice in the Golf Industry, and we achieve this through demonstrating our ICARE values:

INTEGRITY

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

COMMUNITY

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

ACCOUNTABILITY

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

RELENTLESSNESS

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

EXCELLENCE

- We strive to deliver best in class quality and safety while improving our services and results every day.

We have had success with our managed clubs in the area both in improved course conditions and revenue generation. We have extensive infrastructure in the area in the form of equipment, human capital and local market knowledge. If needed, we can supply a complete, up to date, maintenance equipment package and can mobilize quickly.

Additionally, we are committed to utilizing the current staff at Forest Lake to achieve the club's future goals.

Down To Earth is very selective in the courses we choose to service, but in every case, you will find that rounds have increased, and conditions have improved – just ask any of our customers listed in this proposal. You have our commitment to create the very best on-course golf experience possible at Forest Lake!

Respectfully,
Nick Dunleavy
PGA Regional Operations Manager
(407) 928-2100

COMPANY OVERVIEW

A LITTLE ABOUT WHO WE ARE



**ARE YOU READY TO EXPERIENCE THE
DOWN TO EARTH DIFFERENCE?**



Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.

Specializing in large-scale commercial, residential and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

ABOUT US

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** in order to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

OUR GOAL

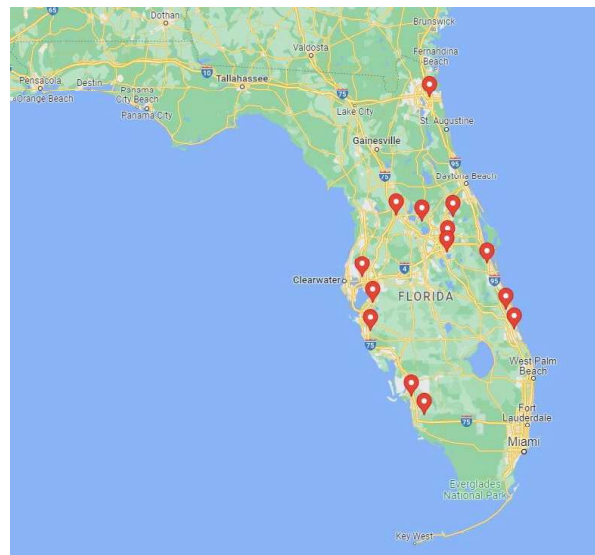
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success since 1989: surround yourself with personnel that demonstrate our **"ICARE"** values and offer a service that demonstrates that to the customer.

1400+ EMPLOYEES

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Employees
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics, Certified 2-Cycle Mechanics)

450+ EMPLOYEE VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans (Managers/Crews)
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



LOCATIONS

CENTRAL

Lake Nona
Mount Dora
Orlando
Sanford
The Villages

NORTH

Jacksonville

SOUTHEAST

Vero Beach
Fort Pierce
Viera

SOUTHWEST

Sarasota
Ruskin
Fort Myers
Naples
Tampa

COMPANY SAFETY PLAN

THE NUMBER ONE PRIORITY



THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. As such, all personnel wear the following necessary protective equipment during the performance of their duties:

- Protective clothing, reflective, high visibility shirts, and safety vests
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary
- Use of reflective, high visibility safety vests on all personnel and vehicles (which are clearly identifiable) as required

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero tolerance policy.
- Each new employee must complete our “**Green Vest Training**” program that focuses on safe operation of all equipment and machinery.
- Use of high visibility uniforms, vests, hats, glasses, and earplugs as required.

SAFETY TRAINING PROGRAM

- Employees participate in periodic equipment training program demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- All Fertilizer/Pest Control Applicators must take the Florida Best Management Practices Class and stay current on continuing education units.
- Weekly Safety topic as well as periodic Safety bulletins to raise awareness and reinforce training.

PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly toolbox talks to review the correct maintenance procedures and inspect current equipment.
- Clean equipment daily as well as sharpen mower blades and service equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by being able to provide superior service to our clients and bringing natural joy to every property we service.

CORE COMPETENCIES

MAINTENANCE

IRRIGATION

CONSTRUCTION

GOLF

OVERVIEW OF SERVICES AVAILABLE

GOLF FACILITY MANAGEMENT

Revenue Management • Marketing
• Golf Shop Operations •
Restaurant / Bar
Management/Operations • Golf Cart
Management • Equipment •
Bookkeeping

MAINTENANCE

Putting Greens • Tee Boxes •
Fairways • Collars/Approaches •
Irrigation Maintenance • Bunkers •
Rough Maintenance • Tree &
Shrub

Construction / Renovation / Design

Bunker • Greens • Irrigation •
Drainage • Cartpaths • Re-
grassing • Mulching • Enhancements

GOLF SHOP SERVICES

Greeting • Stocking • Tournaments
• handicap services • Instruction •
Grow the game

PUTTING GREEN MAINTENANCE

Mowing • Rolling • Aerification •
Verticutting and Grooming •
Topdressing • Fertilization • Weed
Control • Insect & Disease Control •
Overseeding

COURSE RENOVATIONS

Complete Renovations • Shaping
• Sourcing

OUTSIDE SERVICES

Greeting customers • Starter /
Ranger • Range Set up • Golf Cart
Fleet

IRRIGATION SYSTEM MAINTENANCE

Scheduling • Inspection • Repairs

COURSE SETUP

Cups • Teeing Ground

EQUIPMENT MAINTENANCE

ACCOUNTING / RECORD KEEPING

Bookkeeping • Budgeting •
Reporting

TEE MAINTENANCE

Mowing • Aerification • Topdressing
• Fertilization • Weed Control •
Insect & Disease Control •
Overseeding • Litter Control

BUNKER MAINTENANCE

Raking • Edging • Weed Control •
Litter Control

LANDSCAPE ENHANCEMENTS

Irrigation Systems • Water Features
• Landscape Design / Installation •
Tree Care • Grow-in Planting •
Shrubby Installation

MARKETING SERVICES

Rates • Bounce Backs • Tee Times
• Social Media • Website •
Newsletters • Reviews

FAIRWAY AND ROUGH MAINTENANCE

Mowing • Fertilization • Weed
Control • Insect Control • Litter
Control

LAKE BANKS AND DITCHES

Slopes & Bank Maintenance • Litter
Control

Note: Detailed scope of services included with pricing and contract.

SERVICE TECHNOLOGY

LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry.



UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

- As just one example, we frequently consult with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.



INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

- When it comes to tree care, Down To Earth has implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists. This enables us to remain at the forefront of botanical practices to optimize proper pruning, trimming and other services to nurture entire landscapes.

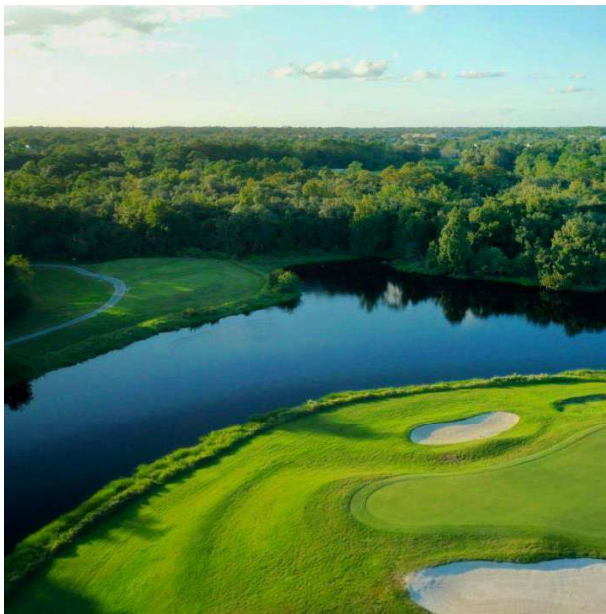


INTEGRATED PEST MANAGEMENT (IPM)

- Our approach to pest control is based on Integrated Pest Management (IPM) - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.

SERVICE TECHNOLOGY OVERVIEW

Over the last several years, Down To Earth has adopted the use of Unmanned Aerial Vehicles (UAV) for a variety of business practices while adhering to established federal and local regulations. Although occasionally utilized for promotional purposes, we primarily employ vehicles to document irrigation systems as well as to monitor turf and plant conditions.



Often, the view provided from a UAV will alert us to issues before they are noticeable on the ground. Our professionals apply data layers over aerial images to visualize otherwise invisible threats such as dehydrated or overwatered turf, invasive pests (such as chinch bugs or water larvae) and fungus, disease, and stress. Early detection dramatically reduces the long-term negative impact on turf and allows for lower application rates of fertilizers or pesticides.

SERVICE REPORTS

FERTILIZATION & PEST CONTROL REPORT

Golf Course Name _____				Address _____		
Name of Certified Supervisor _____				Registration No. _____		

1. Date 2. Start Time 3. End Time	Actual Applicator Name	1. Location/Description of Target Treatment Site 2. Turf/Crop	Total Size of Treatment Area	1. Pesticide Brand Name 2. EPA Registration Number	Total Amount of Pesticide Applied Gallons/Pounds	Application Method

Wetting Agent _____	Rate _____	Other Material _____
Target Pest (s) _____		
Extent and Type of Plant Injury _____		
Nozzle Size _____	Pressure Maintained _____	
Weather Conditions During Application _____		
Air Temperature _____	Wind Velocity _____	Wind Direction _____
Cloudy _____	Number of Days Since Last Rain _____	Amount of Rain _____
Observations and Notes _____		

SERVICE REPORTS

WEATHER – IRRIGATE - FERTIGATE REPORT

Month:					Course:								
Date	Hi	TEMP	Lo	Rainfall	Irrigate	Fertigate	Date	Hi	TEMP	Lo	Rainfall	Irrigate	Fertigate
1	/						17	/					
2	/						18	/					
3	/						19	/					
4	/						20	/					
5	/						21	/					
6	/						22	/					
7	/						23	/					
8	/						24	/					
9	/						25	/					
10	/						26	/					
11	/						27	/					
12	/						28	/					
13	/						29	/					
14	/						30	/					
15	/						31	/					
16	/												

Average High Temp _____
 Average Temp/Month _____

Average Low Temp _____
 Total Rainfall _____

SERVICE REPORTS

DTE GOLF ® QUALITY CONTROL FORM

Down to Earth Golf Course Standards

	Rating Month:																		Date:			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Total	Average		
Greens																					50%	
Fairways																					15%	
Tees																					15%	
Bunkers																					5%	
Rough																					5%	
Water Hazards																					5%	
Cart Path																					5%	
Plants/Trees																					5%	

Rating Scale from 4 - 1

4 Perfect 3 Excellent 2 Good 1 Poor

Final Rating

Comments

PERSONNEL

MEET THE TEAM



Our highly skilled and trained landscape technicians will be onsite to care for your property each day, and supported by our staff of certified horticulturalists, arborists, pest control operators and irrigation specialists.

**THE TEAM COMMITTED TO CREATING
THE HEALTHIEST AND MOST VIBRANT
LANDSCAPE FOR YOU POSSIBLE**

ORGANIZATIONAL CHART

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering on our vision to be the "Service Provider of Choice".

CHIEF
EXECUTIVE
OFFICER

VICE PRESIDENT
OF GOLF

REGIONAL
SUPERINTENDENT

SUPERINTENDENT

IRRIGATION
TECHNICIAN

SPRAY
TECHNICIAN

EQUIPMENT
TECHNICIAN

EQUIPMENT
OPERATORS



YOUR DEDICATED TEAM

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.



VICE PRESIDENT OF GOLF

- KRIS CHAMBROT
- Here to oversee the entire team and operations for your property.
- kris@down2earthinc.com
- (352) 840-3110

REGIONAL GENERAL MANAGER

- NICK DUNLEAVY
- Here to oversee the management of the golf course including but not limited to marketing, F&B, Golf shop..
- NDunleavy@down2earthinc.com
- (407) 928-2100

REGIONAL SUPERINTENDENT

- DAVE CEMINI
- Here to ensure the highest quality and efficiency for your maintenance program.
- Dave@down2earthinc.com
- (407) 267-7328

EXPERIENCE

YOUR TEAM'S BACKGROUND

KRIS CHAMBROT

VICE PRESIDENT OF GOLF

SUMMARY

Results-driven leader with over 20 years of experience in golf course maintenance. Proven ability to provide championship golf conditions for high profile tournaments, recognized by several known publications such as Golf Digest, Golf Magazine, and Golfweek, amongst others. Track record of success delivering employee equipment safety training.

QUALIFICATIONS

- GCSAA Class A Member
- Certificate in Principles of Turfgrass Management from University of Georgia
- Ornamental and Turf Commercial Applicator License
- Advanced knowledge of agronomy and warm/cool season turfgrass practices
- Strong irrigation and chemical background
- Executive ability in problem solving and decision making

EXPERIENCE

Down To Earth – VP of Golf

2010 - Present

Providence Golf Club, Davenport, FL – Golf Superintendent

2009 - 2010

Ginn Reunion Resort, Davenport, FL – Director of Golf

2003 - 2009

TRAVIS ANDERSON

REGIONAL GOLF COURSE SUPERINTENDENT

SUMMARY

Proven leader with over 20 years of experience specializing in golf course maintenance, golf turf management, and environmental quality. Offering skills in the development and implementation of agronomic plans for 171 holes of golf.

QUALIFICATIONS

- Recipient of 2018 North Florida PGA East Central Chapter Superintendent of the Year
- GCSAA Class A Member
- Certified in Best Management Practices of the Florida Green Industries by the FL Department of Environmental Protection and the University of Florida Institute of Food and Agricultural Services
- Certified in Best Management Practices for Enhancement of Environmental Quality on Florida Golf Courses
- Licensed Ornamental and Turf Commercial Pesticide Applicator

EXPERIENCE

Down To Earth – Regional Golf Course Superintendent

2019 - Present

Down To Earth – Golf Superintendent

2012 - 2019

Candler Hills Golf Course, Ocala, FL – Assistant Golf Superintendent

2007 - 2012

Oconee Course at Reynolds Plantation, Greensboro, GA

2006 – 2007

Second Assistant Superintendent

EXPERIENCE

YOUR TEAM'S BACKGROUND

DAVID CIMINI

REGIONAL GOLF COURSE SUPERINTENDENT

SUMMARY

Over 15 years of experience in golf course maintenance with demonstrated management skills that guide teams to success while developing meaningful relationships with clients to sustain business operations. Expertise in daily operations oversight and budget administration with a strong agronomic background and work ethic.

QUALIFICATIONS

- GCSAA Class A Member
- Licensed Ornamental and Turf Commercial Applicator
- Working knowledge of construction principles, practices, and methods
- Knowledgeable in irrigation and pesticides

EXPERIENCE

Down To Earth – Regional Golf Course Superintendent
Ginn Reunion Resort, Orlando, FL
 Assistant Golf Superintendent/Irrigation Technician

2009 - Present
 2006 – 2009

NICK DUNLEAVY

REGIONAL GOLF CLUB MANAGER

SUMMARY

Business administrator with over 30 years of experience in golf course management and accounting. Proven record of improving club financials through revenue generation and expense control with strong multi-tasking skills and ability to simultaneously manage various projects.

QUALIFICATIONS

- PGA of America member
- Canadian PGA member
- Highly experienced in managing food and beverage for clubs and special events
- Knowledge of laws and regulations to ensure permits are current and courses comply with local authorities
- Successful oversight of multiple Golf courses in Central Florida and South Carolina
- Focus on creating a welcoming and fun environment at the clubs

EXPERIENCE

Down To Earth – Regional Golf Club Manager
Mystic Dunes Golf Club, Celebration, FL – General Manager
Rio Pinar Country Club, Orlando, FL – General Manager

2016 - Present
 2013 -2016
 2007 - 2013

EXPERIENCE

YOUR TEAM'S BACKGROUND

JUSTIN MARTINJAK

REGIONAL GOLF COURSE SUPERINTENDENT

SUMMARY

Over 10 years Management experience in the Golf and Landscape Maintenance Industry including successful development and oversight of fertilizer and pest control applications. Real team builder passionate about helping employees with technical, operational, and safety coaching.

QUALIFICATIONS

- Florida Green Industries: Certified Best Management Practices
- State of Florida Licensed Turf and Ornamental Restricted use Pesticide Applicator
- Oversight of chemical applications in compliance with State regulations and industry best practices

EXPERIENCE

Down To Earth – Regional Golf Course Superintendent	2021 - Present
Down To Earth – Branch Manager	2018 – 2021
Davey Management at Silver Dollar Golf Club, Tampa, FL – Superintendent	2013 – 2018

MUNICIPAL COURSES MANAGED



Highland Park Golf Course

- c/o City of Cleveland Department of Public Works
- Time: 2020 – Current
- We offer full-service golf course maintenance for their 36-Hole Champion Course



Tarpon Springs Golf Course

- c/o City of Tarpon Springs
- Time: 2020 - Current
- We offer full-service golf course maintenance for their 18-Hole Golf Facility



The Wellman Club

- c/o City of Johnsonville SC
- Time: 2022 – Current
- We offer full-service golf course maintenance for their 18-Hole Champion Course



Twin Rivers Golf Club

- c/o City of Oviedo
- Time: 2017 - Current
- We offer full-service golf course management for their 318-Hole Golf Facility



Wekiva Golf Club

- c/o Parks and Recreation
- Time: 2022 - Current
- We offer full-service golf course management for their 18-Hole Champion Course

EXECUTIVE COURSES MANAGED



Duval / Double Palms Executive Golf Facility

- 36-Hole Executive Facility
- The Villages, FL
- June 2008 - Present



Lindsey Lane Executive Golf Facility

- 45-Hole Executive Facility
- The Villages, FL
- October 2013 - Present



Pennbrooke Fairways

- 27-Hole Executive Facility
- Leesburg, FL
- May 2020 - Present



Saddlebrook Executive Golf Facility

- 36-Hole Executive Facility
- The Villages, FL
- December 2017 - Present

CHAMPIONSHIP COURSES MANAGED



CALUSA LAKES GOLF CLUB

- 18-Hole Champion Course
- Venice, FL
- January 2020 - Present



CAPRI ISLES GOLF CLUB

- 18-Hole Champion Course
- Venice, FL
- January 2020 - Present



CONTINENTAL COUNTRY CLUB

- 18-Hole Champion Course
- Wildwood, FL
- April 2019 - Present

THE GROVES GOLF & COUNTRY CLUB

- 18-Hole Champion Course
- Land O' Lakes, FL
- September 2018 - Present

VI AT BENTLEY VILLAGE

- 18-Hole Champion Course
- Naples, FL
- January 2016 - Present

HACIENDA HILLS GOLF AND COUNTRY CLUB

- 27-Hole Champion Course
- The Villages, FL
- November 2014 - Present

HERITAGE PINES GOLF COURSE

- 18-Hole Champion Course
- Hudson, FL
- May 2018 - Present

KISSIMMEE BAY COUNTRY CLUB

- 18-Hole Champion Course
- Kissimmee, FL
- November 2017 - Present

LEGENDS GOLF & COUNTRY CLUB

- 18-Hole Champion Course
- Clermont, FL
- June 2020 - Present

WATERFORD GOLF CLUB

- 27-Hole Champion Course
- Venice, FL
- January 2020 - Present

PALMER LEGENDS COUNTRY CLUB

- 27-Hole Champion Course
- The Villages, FL
- November 2014 - Present

SUMMERGLEN GOLF CLUB

- 18-Hole Champion Course
- Ocala, FL
- May 2019 - Present

TIERRA DEL SOL GOLF COURSE

- 27-Hole Champion Course
- The Villages, FL
- November 2014 - Present

TWIN RIVERS GOLF CLUB

- 18-Hole Champion Course
- Oviedo, FL
- August 2017 - Present

FOREST LAKE GOLF CLUB

INTERIM OPERATOR – PROPOSAL SUMMARY

APPLICANT: FLGC GOLF MANAGER, LLC

To assist the City of Ocoee (the “City”) in the review of Applicant’s proposal as interim operator of Forest Lake Golf Club, including all buildings, structures, improvements, appurtenances, and fixtures located thereon (collectively, the “**Golf Club**”), the City hereby requests Applicant to timely complete this request for a proposal summary in accordance with the instructions stated herein. No requirement for “marketing messaging” as Applicant has been determined to be qualified. The term of the applicable interim management agreement will be six months, commencing as of April 1, 2025, and continuing until September 30, 2025, subject to change by the City. All responses by Applicant are due by 10:00 a.m. EST on Wednesday, March 12, 2025. Applicant shall limit its response to each section below to the space provided, of which Applicant’s proposal summary shall not exceed 6 pages in aggregate.

SEND PROPOSAL SUMMARY TO:

ZHA, INC.
ATTENTION: ROBERT UTSEY
ROBERT.UTSEY@ZHAINTL.COM

Accordingly, Applicant shall provide a summary of the following:

(1) Compensation. Provide a total fixed management fee to be paid to Applicant for operating the Golf Club and a clear breakdown of all responsibilities included under said fee and any costs or expenses that would be outside said fee.

\$12,000 base management fee, payable monthly, for the overall operation and management of the Golf Club.

\$4,500 centralized services fee, payable monthly, for accounting, marketing, and human resource services.

(2) Golf Course and Grounds Maintenance Plan. Proposed agronomic plan, maintenance schedule, and other related operational strategies, including applicable reporting practices, to maintain and improve the Golf Club's greens, fairways, and other areas of the golf course.

Maintain the Golf Club at all times in accordance with the standards of a quality public golf course in Central Florida, subject to the financial limitations imposed by the approved budget.

(3) Clubhouse and Facilities Management. Proposed operating plan for the restaurant, bar, pro shop, and other facilities within the clubhouse in order to manage, operate, maintain, and improve the Golf Club's food and beverage service and other departments located therein.

Maintain the Golf Club at all times in accordance with the standards of a quality public golf course in Central Florida, subject to the financial limitations imposed by the approved budget.

(4) Staffing. Proposed staffing plan for the Golf Club, including list of all key positions, salary structures, hourly wages, benefits package, and incentive programs. Applicant shall confirm whether Applicant is willing to retain current staff, and if so, Applicant shall provide the process and procedure related thereto.

All employees at the Golf Club shall be employees of Hampton Golf. Applicant and/or Hampton Golf shall establish employment procedures, policies, pay scales, and employee benefits.

Applicant shall offer employment to all employees who are presently at the Golf Club, provided that said employees shall be placed on an introductory period during the first 90 days of employment.

(5) Financial. Provide pricing schedule for daily play, discounts, and tee-time management, including projected revenues, operating expenses, and cost-saving strategies.

Prepare and deliver monthly financial reports in accordance with GAAP. Prepare an annual budget for the Golf Club's operation for the applicable fiscal year.

(6) Transition Plan. Provide a “transition plan” that outlines Applicant’s process and procedure for ensuring a smooth and efficient transition of operations of the Golf Club from the City’s prior tenant to Applicant. Note that the first month of the term (April 1 – April 30) will be a transition period in advance of assuming full operational responsibilities from the current tenant on May 1, 2025.

Applicant shall engage Hampton Golf to assist with the performance of the services described herein, provided that Applicant shall remain the party of record for all obligations related thereto.

Hampton Golf shall assign a member of its executive team to oversee all aspects of the transition and work directly with the City's former tenant. Within the 30 days after the effective date of the term, Hampton Golf shall meet with all current employees at the Golf Club for an informational session to explain Applicant's and Hampton Golf's expectations of each employee and the applicable policies and procedures to be implemented at the Golf Club.



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VERANDAH CLUB
Fort Myers, Florida

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The Hampton Golf Advantage

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Fort Myers, Florida



THE PLANTATION GOLF AND COUNTRY CLUB
Fort Myers, Florida

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- Payroll
- Tax Services
- Budgeting / Forecasting
- General Ledger Maintenance
- AP / AR
- Inventory Management
- Risk Management (Insurance)

Human Capital (Resources)

- Labor Relations
- Recruitment / Hiring
- Employee Training
- Benefits Management
- Termination and COBRA Compliance
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- PIP Item Purchasing and Procurement
- Club Capital Item Purchasing
- Capital Projects (PIP) Critical Path Development
- Architectural and Design Selection
- Accounting and Project Reconciliation
- Property Construction (PIP) Oversight

Want to talk improvements? Call (904) 564-9129



THE PLANTATION GOLF AND COUNTRY CLUB
Fort Myers, Florida



FALCON'S FIRE GOLF CLUB
Orlando, Florida

CONTACT **US**

Contact Us

For more information on how Hampton Golf can improve your club's experience, financial health and operations, please contact:

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(904) 564-9129





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FOREST LAKE GOLF CLUB

INTERIM OPERATOR – PROPOSAL SUMMARY

APPLICANT: Tamarack Golf Management, LLC

To assist the City of Ocoee (the “City”) in the review of Applicant’s proposal as interim operator of Forest Lake Golf Club, including all buildings, structures, improvements, appurtenances, and fixtures located thereon (collectively, the “Golf Club”), the City hereby requests Applicant to timely complete this request for a proposal summary in accordance with the instructions stated herein. No requirement for “marketing messaging” as Applicant has already been determined to be qualified. The term of the applicable interim management agreement will be six months, commencing as of April 1, 2025, and continuing until September 30, 2025, subject to change by the City. All responses by Applicant are due by 10:00 a.m. EST on Wednesday, March 12, 2025. Applicant shall limit its response to each section below to the space provided, of Applicant’s proposal summary shall not exceed 6 pages in aggregate.

SEND PROPOSAL SUMMARY TO:

ZHA, INC.

ATTENTION: ROBERT UTSEY

ROBERT.UTSEY@ZHAINTL.COM

Accordingly, Applicant shall provide a summary of the following:

(1) Compensation. Provide a total fixed management fee to be paid to Applicant for operating the Golf Club and a clear breakdown of all responsibilities included under said fee and any costs or expenses that would be outside said fee.

Tamarack Golf Management, LLC (“Tamarack”), is proposing a different compensation structure than the typical “monthly fee” that most management companies will offer. We will compensate the City \$10,000 per month for the six months listed in this proposal summary. In turn, Tamarack would be responsible for all accounting and payment of expenses and operating costs, including payroll, utility bills, maintenance bills, and all other costs associated with operating the Club every day. As a result of this type of structure proposal, Tamarack will keep any net income during those same six months as compensation.

This proposal stands to benefit the City of Ocoee and its residents by proposing a no-risk offer. Throughout the six-month period mentioned, all except one month are considered as Florida's "off-peak" months for golf. Nonetheless, regardless of the profit made during those months, the City will still receive a flat rate payment each month.

Tamarack has a proven track record in golf course maintenance and management, highlighted by the successful re-opening of Stoneybrook West Golf Club in Winter Garden, FL. We take extraordinary pride in the strong partnerships and relationships we have developed within our community and with local businesses. Our team has a deep understanding of the City of Ocoee's goals and objectives for managing Forest Lake Golf Club, and we are confident in our ability to meet these expectations. With our extensive management experience, marketing skills, resources, vendor relationships, and our success at Stoneybrook West Golf Club, we are uniquely positioned to be your preferred partner moving forward.

(2) Golf Course and Grounds Maintenance Plan. Proposed agronomic plan, maintenance schedule, and other related operational strategies, including applicable reporting practices, to maintain and improve the Golf Club's greens, fairways, and other areas of the golf course.

Tamarack believes that taking care of a golf course is successful when we focus on all areas dividing them into six (6) sub-areas:

- 1) Tees and fairways,*
- 2) Greens,*
- 3) Bunkers,*
- 4) Roughs,*
- 5) Native areas, and*
- 6) Bodies of water.*

We will then address each sub-area with what is needed specifically regarding mowing, irrigation, fertilization, aerification, pest control, and weed control.

Also, some of the more specific plans to address from the onset:

- Tamarack will perform foliar fertilization with a high iron content to enhance the color of rye grass in playing areas.*
- Beautify overgrown areas that are close to playing areas. These areas will also give a more scenic golf course view for visitors utilizing the West Orange Trail.*
- Edging all eight hundred sprinkler heads throughout the golf course.*
- Maintain waste bunkers daily.*
- Hole 12 & Hole 13: Repair waste bunkers and refine edging boundaries.*
- The pond located by Hole 14 & Hole 16: Clean up and will perform further analysis once on site to determine additional plans for improvement.*
- Hole 15 (right side) & Hole 17 (left side): Clean up dead trees and branches and define palms and Palmetto bushes.*
- Hole 1: Clean up dead branches and weeds, while bringing up the canopy to highlight the natural landscape.*

Currently, Tamarack is operating Stoneybrook West Golf Club located in Winter Garden, Florida. Since acquiring Stoneybrook West Golf Club in 2022, which had been closed since 2018, Tamarack has been able to revitalize the course and facilities to a top championship course in the Central Florida area.

In just over a year, Tamarack was able to open to the public with the restaurant, event space, and driving range in late Summer 2023. Subsequently, in just a few short months from the partial opening, the course was fully operational. In just the last year, which is the first full year Stoneybrook West Golf Club has been open since 2018, we had over 50,000 paid greens fees.

(3) Clubhouse and Facilities Management. Proposed operating plan for the restaurant, bar, pro shop, and other facilities within the clubhouse in order to manage, operate, maintain, and improve the Golf Club's food and beverage service and other departments located therein.

GOLF SIDE:

Tamarack would ensure the golf course is open daily with minimal closures. Even when the weather prohibits course play, the full-service restaurant would be open. The course would be open every day from 6 am until dark.

Additionally, we would create a golf academy on day one. The academy would provide individual lessons as well as group clinics for women and children. The academy would also offer summer camps, which are popular among families in the area.

We would immediately start reaching out to the Ocoee community, including the local schools, to establish Forest Lake Golf Course as their home course and encourage them to utilize the facility for events.

Tamarack has already established great relationships with a multitude of local schools, which resulted in Stoneybrook West Golf Club being the home course for West Orange High School, as well as being a sought-after location for many events, including golf tournaments, banquets, fundraisers, sports team celebrations, and parties. We want to do the same for the local schools in Ocoee.

We periodically offer club fitting demonstrations with the top name brands in the golf industry.

Tamarack has a great working relationship with Golf Channel, and they filmed a few times at Stoneybrook West Golf Club as recently as last month.

Furthermore, we would want to bring in additional golf events including men's and women's golf leagues (weekly and monthly), couples' golf events, evening light up driving range events, host golf and social events with well-known fraternities who work with the underprivileged communities, hold summer and holiday golf camps for kids, and international golf camps (we currently host a yearly 6-week camp for students from South Korea and plan on expanding this offering).

RESTAURANT SIDE:

Tamarack will offer a full-service bar and an expansive menu for lunch and dinner at the existing restaurant and bar. The restaurant would be open daily from 9 am to 8 pm, with the ability to adjust closing time depending on foot traffic and/or any events being held each night.

The menu would offer a wide range of options from delicious appetizers and entrees to mouth-watering soup-of-the-day specials. Tamarack acknowledges the importance of food and beverage options for the community of Ocoee. We will work with the current kitchen staff and our current executive chef to implement new dishes and update recipes to bring an elevated food service to Forest Lake Golf Club.

We will collaborate with various community organizations and Ocoee residents to bring in and host community events and additional catered events. We want to be a place that people want to come for a quick bite and a drink, or a place to hold meetings and networking events, to just name a few ideas.

Additionally, to provide a professional and consistent appearance, we will be implementing a dress code for each department (golf, maintenance, kitchen, and restaurant).

(4) Staffing. Proposed staffing plan for the Golf Club, including list of all key positions, salary structures, hourly wages, benefit package, and incentive programs. Applicant shall confirm whether Applicant is willing to retain current staff, and if so, Applicant shall provide the process and procedure related thereto.

Tamarack intends to retain all current employees at Forest Lake Golf Club. Though, employees are free to end their employment if they choose. We do have staff that we could utilize to backfill any positions needed right away. We will maintain all employees' current salaries, at a minimum, until further discussion with the employees about their expectations and duties, where there could be potential for an upward adjusted compensation package, but would never fall below their current compensation.

Tamarack believes that employees are essential team members and are vital to the success of the business. To establish a positive work environment, Tamarack will open and maintain communication with all employees to clearly lay out expectations and policies to ensure continuity of service. Our goal is to create a high-performing, knowledgeable team dedicated to delivering exceptional service to our community and customers.

Additionally, we are committed to hiring locally when needed, with a particular focus on employing local high school students. Tamarack genuinely believes in offering a supportive and enriching environment for teens to start their employment journey.

Rocky Hodge, owner of Tamarack and current general manager of Stoneybrook West Golf Club, is a seasoned entrepreneur with over 30 years of experience in owning and operating businesses in the hospitality and service industry. He also has 20 years of experience in property development and business acquisitions and specializes in sports and entertainment.

Juan Rafael Villegas, our current superintendent, has more than 20 years of experience in the industry as both superintendent and assistant superintendent for numerous top Central Florida courses.

Jamie Olvera, our current irrigation specialist, has a deep background in golf course management with an emphasis on irrigation. For more than 10 years he oversaw all irrigation for the Interlachen Country Club in Winter Park, FL. This has given Jamie a special knowledge of how irrigation systems should operate and maintained.

Cristina Campillo, our current executive chef, has more than 15 years of experience in the culinary, restaurant, and hospitality industry. She currently manages the kitchen staff, creates, and collaborates on recipes and menus for restaurant specials, special menu events including our popular steak night, and catered events, and manages inventory and ordering for the restaurant while controlling costs.

Carla Hodge, our current human resources and administrative manager, has an extensive background and knowledge in the management industry with over 28 years of dedicated service. She currently oversees daily administrative operations, prepares payroll, manages resources efficiently to balance quality with cost-effectiveness, and collaborates with management team to enhance guest experiences, including community events.

Leah Lucier is our current marketing manager, event coordinator, and legal secretary. She brings a wealth of experience from the restaurant and hospitality industry, complemented by 14 years of invaluable legal experience as an investigator at the Massachusetts Attorney General's Office.

(5) Financial. Provide pricing schedule for daily play, discounts, and tee-time management, including projected revenues, operating expenses, and cost-saving strategies.

Tamarack plans to keep the current greens fees to ensure a smooth transition. However, we do plan to provide the residents of Ocoee free Forest Lake Golf membership that allows them to access 15% off discount on greens fees. For Ocoee residents who are already members, we will be providing them a \$25 Forest Lake Golf Club gift card to use for any future purchase to offset the \$25 membership fee those members already purchased.

Tamarack currently utilizes Teesnap Golf Course Management software and will continue to use Teesnap at Forest Lake Golf Club to again ensure a smooth transition for everyone – customers and staff.

Though Tamarack cannot provide exact projected revenue without the knowledge of how Forest Lake Golf Club has done historically, we can confidently claim that we will not have a drop in revenue given our plans for additional streams of revenue including expanding the current restaurant menu and providing catered events, as well as operating plans, and cost-savings strategies.

Because Tamarack currently operates another golf course within 10 minutes of Forest Lake Golf Club, we can utilize our purchasing power with umbrella pricing, bulk purchasing, and shared costs across both properties.

We have a proven track record in golf course maintenance and management, highlighted by the successful re-opening of Stoneybrook West Golf Club in Winter Garden, FL. We take extraordinary pride in the strong partnerships and relationships we have developed within our community and with local businesses.

In just over a year, Rocky and his team managed to reopen Stoneybrook, which had been closed since 2018, with a restaurant, event space, and driving range in 2023. Subsequently, in just a few short months from the partial opening, the course was fully operational.

(6) Transition Plan. Provide a “transition plan” that outlines Applicant’s process and procedure for ensuring a smooth and efficient transition of operations of the Golf Club from the City’s prior tenant to Applicant. Note that the first month of the term (April 1 – April 30) will be a transition period in advance of assuming full operational responsibilities from the current tenant on May 1, 2025.

As previously stated, Tamarack intends to retain all current employees of Forest Lake Golf Club but understands that employees may leave if they choose. We do have staff that we could utilize to backfill any positions needed right away.

Tamarack owner and Stoneybrook West Golf Club’s course superintendent would meet with current course maintenance employees and superintendents to collect the most up-to-date information on course conditions and develop a detailed plan of action for items that need immediate attention, as well as a game plan for future improvements.

Tamarack owner and Stoneybrook West Golf Club’s executive chef would meet with current kitchen employees to collect the most up-to-date information on current kitchen conditions and inventory. Then all involved will develop a detailed plan of action for improvements needed immediately, as well as a game plan for long-term improvements.

Tamarack owner and additional management team members will meet with all other employees to collect the most up-to-date information on current conditions and inventory in their applicable departments and develop a detailed plan of action for improvements needed immediately, as well as a game plan for long-term improvements.

Tamarack owner and additional management team members will meet with current Forest Lake Golf Club management team members to collect the most up-to-date information on current operational conditions and inventory. Then all involved will develop a detailed plan of action for improvements needed immediately, as well as a game plan for long-term improvements.

If needed, Tamarack has deep connections with numerous industry vendors and equipment companies who are available immediately to assist in any deficit in materials, inventory, products, or equipment to continue day-to-day operations.

Again, Tamarack operates another golf course just 10 minutes from Forest Lake Golf Club and can utilize inventory, product, equipment, and staff on day one. We aim to maintain the status quo and ensure a seamless transition with minimal disruption while starting to implement positive changes for everyone involved.

Golf Course Management & Maintenance Services Proposal

Forest Lake Golf Club
Ocoee, Florida



Presented To
City of Ocoee

Presented by
Tamarack Golf Management

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Proposal Summary

Tamarack Golf Management, LLC ("Tamarack") is pleased to be submitting a response to the request for proposals for the Maintenance and Management Services at Forest Lake Golf Club.

We have a proven track record in golf course maintenance and management, highlighted by the successful re-opening of Stoneybrook West Golf Club in Winter Garden, FL. We take great pride in the strong partnerships and relationships we have developed within our community and with local businesses.

Our team has a deep understanding of the City of Ocoee's goals and objectives for managing Forest Lake Golf Club, and we are confident in our ability to meet these expectations.

With our extensive management experience, marketing skills, resources, vendor relationships, and our successful proven track record at Stoneybrook West Golf Club, we are uniquely positioned to be your preferred partner moving forward.



Company Overview

About Tamarack Golf Management, LLC

Under the leadership of owner Rocky Hodge, Tamarack and its partners have extensive knowledge and experience in the golf management, entrepreneurship, hospitality, and commercial development industries throughout North America. Tamarack has the ideal background and best qualified to fulfill the goals of the City of Ocoee for Forest Lake Golf Club.

Currently, Tamarack is operating Stoneybrook West Golf Club located in Winter Garden, Florida. Tamarack. Since acquiring Stoneybrook West Golf Club in 2022, which had been completely closed since 2018, Tamarack has been able to revitalize the course and facilities to a top championship course in the Central Florida area.

In just over a year, Hodge and his team were able to take Stoneybrook, which was completely shuttered since 2018, to open with the restaurant, event space, and driving range in 2023. Subsequently, in just a few short months from the partial opening, the course was fully operational.



About Us

Tamarack Golf Management, LLC offers years of experience in the golf course management and hospitality industry. With the combined knowledge, our team clearly understands the commitment and understands what it takes to operate a successful business with clear and concise goals and objectives.

Management and Team Members



Rocky Hodge

OWNER - TAMARACK GOLF
MANAGEMENT, LLC

Rocky is a seasoned entrepreneur with over 30 years of experience in owning and operating businesses in the hospitality and service industry. He also has 20 years of experience in property development and business acquisitions and specializes in sports and entertainment.

After relocating from Canada in 2015, Rocky joined a weekly men's league at Stoneybrook West Golf Club. Like everyone else, he was taken aback when the course unexpectedly closed its doors in 2018.

A few years later, he found an opportunity to take over Stoneybrook West Golf Club. He engaged in discussions with the HOA and numerous residents of the Stoneybrook West community about his vision for the club. His goal was to restore it to a hands-on, single owner/operator management style while ensuring that residents had a say and could participate actively.

In 2022, Rocky secured the lease agreement for Stoneybrook West Golf Club and promptly began restoring the course and clubhouse to operational standards. He continues to implement improvements to maintain the course and clubhouse as a highly desirable destination in the Central Florida region.

Juan Rafael Villegas

GOLF COURSE
SUPERINTENDENT

Juan Rafael has more than 20 years of experience in the industry as both superintendent and assistant superintendent for numerous top Central Florida courses:

- Mystic Dunes Golf Club
- ChampionsGate Golf Club
- Ritz Carlton Grande Lakes Golf Club
- West Orange Country Club
- Disney's Lake Buena Vista Golf Course
- Stoneybrook West Golf Club

Juan Rafael's qualifications include, but are not limited to:

- Fluent in Spanish
- Member of the GCSAA for the last 17 years
- Fully licensed by the Department of Agriculture of Florida for commercial chemical application
- Has assisted to various seminars in turf management over the last 15 years
- Fully experienced in Word, Excel, Outlook, and PowerPoint

Carlos Villegas

GOLF COURSE ASSISTANT
SUPERINTENDENT

Carlos has several years of experience in golf maintenance and is currently responsible for:

- Day-to-day operations for Stoneybrook West Golf Club
- All agronomical practices
- Personnel training
- Management of maintenance team members

Carlos's qualifications include, but are not limited to:

- Fluent in Spanish
- Strong background of more than 15 years in golf course design and construction
- Strong background of more than 10 years in leadership
- Fully experienced in Word, Excel, Outlook, and PowerPoint

Kevin Conway

GOLF COURSE ASSISTANT
SUPERINTENDENT

Kevin has had an extensive experience in golf maintenance.

He has also owned and operated several turf and grass maintenance companies. This has given Kevin a unique set of skills that makes him an indispensable part of the team.

His experience on the golf course has led us to create all kinds of projects that has helped us elevate Stoneybrook West Golf Club to the next level.

Kevin's qualifications include, but are not limited to:

- More than 20 years of experience in group leadership
- Various certifications in equipment usage as well as small tools usage
- Fully experienced in Word, Excel, Outlook, and PowerPoint

Jaime Olvera

IRRIGATION TECHNICIAN

Jaime has a deep background in golf course management with an emphasis in irrigation.

For more than 10 years he oversaw all irrigation for the Interlachen Country Club in Winter Park, FL. This has given Jamie a special knowledge of how irrigation systems should operate and be maintained.

Jamie's qualifications and background include, but are not limited to:

- 10 plus years of experience as head irrigation technician at Interlachen Country Club
- Fully experienced in Rainbird irrigation system
- Fully experienced in Toro Osmac irrigation system

Cristina Campillo

EXECUTIVE CHEF

Cristina has more than 15 years of experience in the culinary, restaurant, and hospitality industry. Her current responsibilities at Stoneybrook West Golf Club include, but are not limited to:

- Management of the kitchen staff, equipment and supplies
- Oversees prep work and ensures that all orders are consistent and to our standards of service
- Creates and collaborates on recipes and menus for restaurant specials, special menu dinners including our popular steak night, and catered events
- Determines plating and presentation plans
- Manages inventory and ordering for the restaurant while controlling costs
- Ensures and maintains kitchen and surrounding areas
- Stays current on restaurant industry trends

Leah Lucier

EVENT COORDINATOR
& MARKETING MANAGER

Leah brings a wealth of experience from the restaurant and hospitality industry, complemented by 14 years of invaluable legal expertise as an investigator at the Massachusetts Attorney General's Office.

Her current duties include, but are not limited to:

- Plans and coordinates various events for upwards of 200 guests
- Strategic planning and coordination for community events
- Schedules and creates posts for social media marketing
- Maintains all aspects of the website, including digital forms for customer usage
- Creates digital and physical marketing materials

Leah's qualifications and background include, but are not limited to:

- Proficient in both digital and traditional marketing
- Experience in analytics, auditing, and research
- Strong organizational skills and document management
- Over 5 years in the restaurant and hospitality industry

Carla Hodge

ADMINISTRATION

Carla has an extensive background and knowledge in the management industry. She has over 28 years of dedicated service primarily working in the animal industry, working with both small and large animals.

Before moving to Florida in 2015, she owned and operated her own grooming salon in Canada. This experience allowed her to develop a keen eye for detail and unwavering commitment to excellence, which is evident in her approach to maintaining the aesthetic and function of all aspects of Stoneybrook West Golf Club.

Carla's current responsibilities include, but are not limited to:

- Overseeing daily administrative operations
- Prepares payroll
- Conducts, organizes, cleans, and maintains inventory including linens and equipment
- Manages resources efficiently to balance quality with cost-effectiveness
- Collaborates with management team to enhance guest experiences, including community events



Brian Davis Golf Academy Team



Brian Davis

GOLF COURSE ASSISTANT
SUPERINTENDENT

Brian Davis was born in London, England. He turned professional in 1994, joined the European Tour in 1997, and then joined the PGA Tour in 2005.

Brian has played in almost 400 PGA Tour events, including a playoff loss in 2010 at the Verizon Heritage. His PGA Tour summary:

- 5 runner-up place finishes
- 1 third place finish
- 11 top 5 place finishes
- 28 top 10 place finishes

He also has two international wins:

- 2000 Peugeot Open de Espana
- 2004 ANZ Championship.



Daniel Pachon

ACADEMY DIRECTOR
& PROFESSIONAL COACH

Daniel Pachon was born in Bogota, Colombia. He has been playing golf for more than 16 years and professional golf for over 5 years.

Daniel competed on the Talladega College golf team in Alabama and Keiser University golf team in West Palm Beach, Florida.

- Associate degree in golf management
- Member of the PGA Colombia
- Member of the Florida Professional Golf Tour
- Former program director for TGA Sports Orlando

Andrew Arft

PROFESSIONAL COACH

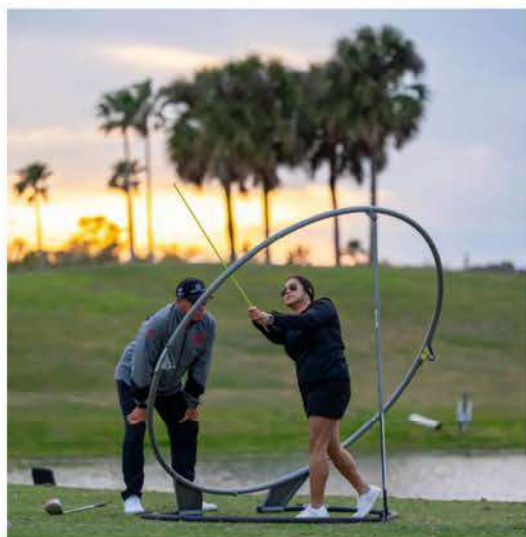
Andrew Arft brings a wealth of experience and expertise to the Brian Davis Golf Academy. Here is just a snapshot of his success:

COLLEGE -

- Competed for University of Central Florida and Columbus State University golf teams
- 11 Top ten finishes & 5 Top five finishes
- 72.7 scoring average senior year
- All Conference selection senior year

PROFESSIONAL -

- Career low round of 62 in 2018 (Sault Ste. Marie Country Club)
- 2018 Sault Ste. Marie Invitational Champion
- Member of PGA Latinoamerica Tour for the 21' and 22' season
- 2023 Jamaican Open presented by Antigua Bay Champion
- Top 20 on year end points list on Dakotas Tour in 23' and 24'
- 18 wins on the Moonlight Golf Tour
- Have been teaching professionally for over two years



Current Portfolio

Tamarack Golf Management, LLC is currently operating Stoneybrook West Golf Club in Winter Garden, FL.

Stoneybrook West Golf Club is a premier semi-public championship golf course that blends beautifully with its natural landscape.

Summary of Stoneybrook West Golf Club:

- 18 holes
- 72 par
- 7,101 yards
- Course is 145 acres
- Total acreage is 152.91
- Aqua driving range
- 2 practice greens
- 10,000 sq ft. clubhouse
- Restaurant with full-service bar
- Event banquet room
- Cigar & bourbon lounge
- Pro shop

Tamarack is currently leasing the course from the Stoneybrook West Homeowners Association, which is a 1,200 home community.



Scope of Services

Renovations

Since acquiring the lease for Stoneybrook West Golf Club, Tamarack has done extensive renovations to all areas of the property, including the golf course, clubhouse, lounge and pro shop.

The largest renovation was to the actual golf course itself.



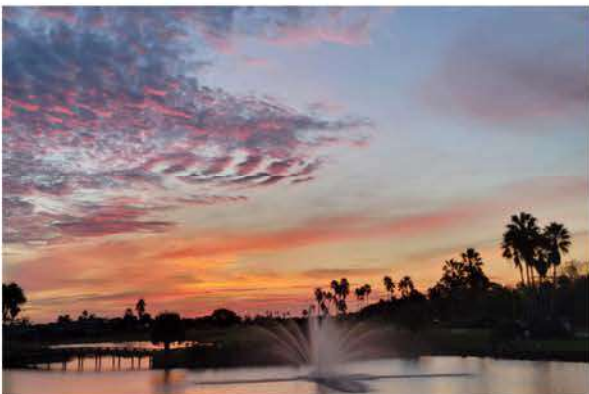
Every aspect of the course has undergone renovations in various ways. Whether through a thorough cleanup or a complete transformation, the fairways, bunkers, tee boxes, and greens have all been elevated to an unparalleled standard of play.

Tamarack continues to renovate parts of the course to keep it in the best shape, challenging, and competitive with other local courses.

The 10,000 square foot clubhouse was also extensively renovated.

The interior and exterior were painted, the pro shop was remodeled and modernized, as well as the restaurant, kitchen, and event space.

One of the more transformative additions was the outdoor bourbon and cigar lounge for additional covered space while still being able to enjoy the beautiful Florida sunsets just over our aqua lounge.



Cigar & Bourbon Lounge Renovation



Restaurant Renovation



Event Banquet Renovation



General Daily Operations

Stoneybrook West is open daily with minimal closures. Even when the weather prohibits course play, our full-service restaurant and lounge are open. Tamarack will ensure Forest Lake Golf Course is operates under the same policy.

We also have ideas on how to expand the current restaurant space so that we can have more guests on a daily basis, but as well as offering a separate event space.

The specific areas of services described in the next few sections will show what Tamarack is current offering at Stoneybrook West Golf Club, but we want to also off implement at Forest Lake Golf Course.

Golf Course Management

We truly believe that taking care of a golf course is successful when we focus in all areas dividing them in 6 sub-areas:

1. Tees and Fairways
2. Greens
3. Bunkers
4. Roughs
5. Native areas
6. Bodies of water

1. Tees and Fairways:

- **Mowing:** These areas are cut at the same height, so they have similarities in their maintenance. These two sub-areas are mowed at least two (2) times a week with exceptions being made when the weather is too adverse. When weather is poor, each situation will dictate the mowing frequency.

A clear example of this is when there are heavy rains and saturation in the ground is present, we will have to wait for waters to recede in order to mow. If mowing is done with too much moisture, ground damage will happen.

- Agronomical practices: The required agronomical practices will be done to the tees and fairways.
 - *Fertilization:* This includes fertilization with both granular and liquid fertilizer. Fertilization will be done at a minimum of once per month.
 - *Pest & Weed Control:* Other practices like pest control (weeds or insects) will be done on a constant basis to keep quality where we want it. Preventative applications will be done at least once a calendar year for insects such as mole crickets, and at least 3-4 times for weeds.
 - *Aerification:* Typically, we perform aerification of the tees and fairways every 1.5 years, on average. This has been industry standard of time for many years and have seen great results with this application.

2. Greens:

- Mowing: We believe greens are the heart of the course. With this in mind, we strive to cut them daily unless we have severe low temperatures for at least two days in a row or excessive water from torrential storms. These two situations are rare, so this happens minimally.
- Agronomical practices:
 - *Fertilization:* The greens require at least one foliar fertilization weekly and one granular fertilization once a month. Pest control is done on a daily basis and preventative applications are done once a year. Aerification is mostly done in the growing season which usually goes from end of april to end of October. We need to do a minimum of one core aerification and 3 solid tine aerifications in this 6 months. Weed control is ongoing and on a weekly basis as well as insect control.

3. Bunkers

- Bunkers are to be raked at least 3-4 days during the week, and the edges maintained (edged and fertilized) monthly.

4. Roughs:

- In the growing season we mow roughs once a week
- During the winter, once a month, adequate irrigation will be used as well as fertilization and pest control.
- Fertilization and pest control practices are done on an as-needed basis.

5. Native areas:

- We try to leave native areas alone so they can flourish and enhance the course.
- Eventually these areas need some cleaning and trimming. This usually happens once a year, especially with areas close to the playing areas.

6. Bodies of water:

- This area needs to be maintained and treated often, especially for algae pressure. This service is usually subcontracted, and monthly treatments are done.
- Trimming and mowing of edges are done on a monthly basis.



Restaurant and Kitchen Services

Located at Stoneybrook West Golf Club is the restaurant, SB Prime. The restaurant can accommodate up to approximately 60 guests, including seats at the bar.

SB Prime has a full-service bar and extensive menu for lunch and dinner. They also offer brunch on Sundays. The menu offers a wide range of options from delicious appetizers and entrees to mouth-watering soup-of-the-day specials.

Additionally, SB Prime caters numerous community events at Stoneybrook West Golf Club.

Given Tamarack's management of SB Prime and established team, Tamarack is prepared to provide the same level of service and oversight to Forest Lake Golf Course.

Tamarack acknowledges the importance of food and beverage options for the community of Ocoee. We will work with the current kitchen staff to enhance and expand offerings and service.



Event Services

Stoneybrook West Golf Club offers a beautiful event venue space that consists of our event banquet room, restaurant, and lounge.

We can offer various configuration options depending on the size of the event but have a maximum capacity of 204. The restaurant and event banquet room are separated by sliding pocket doors but can be retracting to open the entire space.

The banquet room offers a venue for all types of occasions, including weddings, bridal and baby showers, birthday parties, celebration of life, end of school and graduation parties, networking events, or just a social gathering.

SB Prime caters all events held at Stoneybrook West Golf Club; therefore, all menus are customized to each event depending on personal preference and budget.

The event coordinator manages all events by being the main point of contact with the customer, plans all aspects of the event, and coordinates with staff.

We would reach out to the Ocoee community, including the local schools, to establish Forest Lake Golf Course as their home course and encourage them to utilize the facility for events.

Stoneybrook West Golf Club is proud to be a part of the Horizon West Happenings and We Are Winter Garden marketing groups. And through our membership with each, we have established deeper connections with our community.





Golf Services

The Brian Davis Golf Academy

The Academy was founded in 2023 by PGA Tour pro, Brian Davis, and partnered with Stoneybrook West Golf Club.

They offer single and weekly group lessons for women, men, juniors, and kids of all ages and levels, from beginners to someone looking to improve their game.

The Brian Davis academy certainly brings a fun atmosphere to Stoneybrook West Golf Club through their variety of activities, including kid camps, and lessons from their amazing coaches.

Golf Tournaments and Outings

Stoneybrook West Golf Club hosts a variety of golf events, including tournaments, corporate outings, charity scrambles, leagues, and casual rounds with friends.

We assist in planning a large-scale tournament or an intimate golf gathering, our venue provides the perfect environment for a memorable day on the course. And because there is on-site catering, we can offer a seamless experience for both competitive and recreational events.

Stoneybrook West Golf Club and Tamarack Golf Management, LLC has established wonderful relationships with and routinely hold tournaments for:

- Florida State Golf Association
- Florida Professional Golf Tour
- The Claret Junior Tour
- Moonlight Golf Tour



Additional Golf Services

We offer period club fitting demonstrations with the top name brands in the golf industry.

We have a great working relationship with Golf Channel and they have filmed a few times at Stoneybrook West Golf Club.



General Services and Offerings

Tamarack and Stoneybrook West Golf Club offer a wide variety of services and offerings to our customers.

Some of those services and offerings include:

- Golf cart wraps for business sponsorships.
- 55 logoed golf carts with GPS and built in screens for advertisement opportunities and convenience for ordering food off our menu.
- Four (4) remote electric golf caddies
- Monthly calendars and newsletters to keep our customers and members informed on the new and upcoming events and specials.
- The pro shop offers hard goods including golf clubs, golf balls, tees, and various other golf equipment. As well as men's, women's and youth apparel including shirts, hats, caps, dresses, and accessories.
- Annual memberships
 - Junior
 - Couples
 - Family
 - Single
 - Corporate
- Range ball specials
- Daily happy hour
- Resting area on hole 1 proudly displays our American flag and memorial markers.
- We honor and respect our veterans, first responders, and law enforcement by offering a discounted rate for golf.



Community Impact

Local Schools

Tamarack has established a great relationship with our local community schools who host many events, including golf tournaments, banquets, fundraisers, sports team celebrations, and parties at Stoneybrook West Golf Club.

Stoneybrook West Golf Club is home to the West Orange High School boys and girls golf teams.

We also offer donations to the local schools for fundraisers.



Community Social Events

We offer multiple community-based events year-round at Stoneybrook West Golf Club.

GOLF EVENTS:

- Men's and women's golf leagues (weekly and monthly)
- Couples' golf events
- Evening light up driving range events
- Host golf and social events with well-known fraternities who work with the underprivileged communities
- We hold summer and holiday golf camps for kids
- International golf camps
 - We currently host a yearly 6-week camp for students from South Korea

ANNUAL SOCIAL EVENTS:

- Fall Festival
 - Activities include hayrides, bounce houses, crafts, local vendors and musicians
- Halloween party
 - Children are invited to show up in costumes and walk our treat trail
 - We also offer bounce houses, crafts, and have the children play games
- Christmas Parade
 - Santa & Mrs. Claus join everyone in a golf cart parade. Followed by the reciting of "The Night Before Christmas" and handing out gifts
 - We also offer various crafts for the children
- Easter Egg Hunt
- Kid's New Year's Eve countdown
- Other Holiday Dinners and Parties
 - Easter
 - Mother's & Father's Day
 - Cinco de Mayo
 - St. Patrick's Day
 - Thanksgiving

REOCCURING SOCIAL EVENTS:

- Steak Night offers a monthly special dine-in menu in a relaxed setting held in our banquet room
- Once a month, we host a themed party for our customers
- Senior citizen group outings for lunch
- Various community groups host their luncheons and/or meetings at Stoneybrook West Golf Club
- We love supporting our local artists through hosting live music weekly, or during special events. Typically, this type of event is held on our cigar & bourbon lounge.
- Networking Events
 - From weekly local business networking socials to full-scale large networking events of upwards of 200 guests
- Monthly trivia, bingo, or charades evenings
- We are always planning more fun and exciting events to engage with our community

