



230 North Tubb Street
P.O. Box 98
Oakland, Florida 34760
407- 656-1117 (voice)

TOWN COMMISSION MEETING AGENDA

MARCH 14, 2023 – 7:00 P.M.
OAKLAND MEETING HALL
221 N. ARRINGTON STREET, OAKLAND, FL 34760
(Details to view meeting through Zoom are at bottom of agenda)

PLEASE NOTE: All hearings are open to the public. Any interested party is invited to offer comments about any public hearing items in-person or in advance by 5:00 p.m. on Monday, March 13, 2023, in writing to the Town of Oakland, PO Box 98, Oakland FL 34760, or by e-mail to ehui@oaklandfl.gov. A copy of the request can be inspected by contacting the Town Clerk. Any party appealing a land use decision made at a public hearing must ensure that a verbatim record of the proceedings is made, which includes the evidence and testimony that is the basis of the appeal. (§286.0105). Any person needing special accommodations to attend a public hearing must contact Elise Hui, Town Clerk, at 407-656-1117 x2110, at least 24 hours before the meeting.

1. **CALL TO ORDER:**

Pledge of Allegiance and Invocation

2. **ROLL CALL: Town Clerk**

3. **PRESENTATION(S):**

Introduction of Officer Justin Gau

4. **PUBLIC FORUM:**

You may be recognized to address matters not on the agenda. The Mayor may limit each addressee to three minutes.

5. **CONSENT AGENDA:**

- a. Minutes – 2-28-2023 Town Commission Regular Meeting
- b. Infrastructure Construction, Repair and Replacement Contract
- c. Inter-Local Agreement for Police Dispatching Services
- d. Manager’s Report

6. **OTHER POLICY MATTERS:**
 - a. Land Donation to Habitat for Humanity
 - b. Johns Lake Outfall Canal Update
7. **TOWN MANAGER REPORT:**
8. **MAYOR & COMMISSION REPORTS:**
9. **ADJOURNMENT**

PLEASE NOTE: This meeting will be held as an in-person meeting and livestreamed to Zoom. Attendees may watch the livestream of the meeting via the Zoom link below, however, attendees will be in listen-only mode and will not have the opportunity to provide public comment virtually. Any interested party is invited to offer comments about any public hearing items in-person or in advance by 5:00 p.m. on Monday, March 13, 2023, in writing to the Town of Oakland, PO Box 98, Oakland FL 34760, or by e-mail to ehui@oaklandfl.gov.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81065342895>

Passcode: SB2VYB

Or One tap mobile:

+13052241968,,81065342895#,,,,*540203# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 305 224 1968 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782

Webinar ID: 810 6534 2895

Passcode: 540203

**TOWN COMMISSION REGULAR MEETING MINUTES
TUESDAY, FEBRUARY 28, 2023
7:00 P.M.
OAKLAND MEETING HALL**

CALL TO ORDER:

This meeting was held in-person and livestreamed as a Zoom webinar. Mayor Stark called the regular meeting to order at 7:00 p.m. This was followed by the Pledge of Allegiance and Invocation by Commissioner Ramos.

ROLL CALL

COMMISSIONERS PRESENT: Commissioner McMullen (*Attended virtually)
 Commissioner Polland
 Commissioner Ramos
 Vice Mayor Satterfield
 Mayor Stark

COMMISSIONERS ABSENT: None

*Motion was made by Vice Mayor Satterfield, seconded by Commissioner Polland to allow Commissioner McMullen to attend virtually due to extenuating circumstances.

AYE: Polland, Ramos, Satterfield, Stark

NAY: None

PRESENTATION(S):

Proclamation – Women’s History Month – March

Mayor Stark read the proclamation for Women’s History Month proclaiming the month of March as Women’s History Month in the Town of Oakland.

PUBLIC FORUM:

There were no public comments.

CONSENT AGENDA:

- a. Minutes – 2-14-2023 Town Commission Regular Meeting
- b. OACS Lottery Process Change
- c. OACS School Calendar Approval
- d. OACS Out-of-Field Teacher Assignment
- e. OACS Policy and Procedure School Safety & Security Approval
- f. Appointment of Interim Town Manager
- g. Manager’s Report

Mayor Stark announced the items on the Consent Agenda.

MOTION was made by Vice Mayor Satterfield, seconded by Commissioner Polland to approve the Consent Agenda.

AYE: McMullen, Polland, Ramos, Satterfield, Stark

NAY: None

OTHER POLICY MATTERS

Remington Plaza Architectural Site Review

Sarah Mastison, Contracted Town Planner with Wade Trim provided a PowerPoint presentation on the Remington Plaza Architectural Site Review. Please see attached presentation for details.

A summary of the discussion was as follows:

- Looking to the P&Z Board to review and make a recommendation on the proposed building and site design for Remington Plaza.
- The applicant is Atlas + Pearl Investments, LLC.
- The location is 20 Remington Road, Remington Plaza would be on Lot 2.
- The property size is approximately 1 acre.
- The property is in the Urban Corridor Design District and is zoned C-1 with a Commercial Future Land Use.
- The proposed project is a commercial/office building and would be 60 feet by 225 feet.
- The Appearance Review Board unanimously recommended approval with a condition that businesses do not operate later than 7 p.m. due to concerns with noise impacts to adjacent residential area to the rear of the building. The applicant agreed to the ARB condition.
- Noise impacts to the adjacent residential area can be addressed by the Town's Noise Ordinance without the recommended ARB condition. Section 30-48(9), Town Code of Ordinances prohibits noise: "...between the hours of 9:00 p.m. and 7:00 a.m. of such volume as to disturb or interrupt the quiet, comfort or repose of any individual."
- The Planning and Zoning Board unanimously recommended approval with no conditions since the town's noise ordinance will take care of the concerns.
- Staff recommend approval of the applicant's building elevation and the proposed site plan based on substantial compliance with the Town of Oakland Land Development Code (LDC) and criteria set forth for the "Urban Corridor" Design District.

Town Commission discussion was as follows:

- Commissioner Ramos asked what type of business are they planning on having there?

- Sarah Mastison said there is no plan yet but they will be office or commercial spaces so could be offices, medical offices, restaurants, those type of businesses.
- Town Manager Koontz said the property is tucked away so it doesn't have a lot of sight so is probably more suited for medical offices and that type of thing. It is more of a destination than people seeing it from the road.
- Commissioner Ramos said that if there were a restaurant or something, the noise limitations of 7:00 p.m. versus 9:00 p.m. might be a problem.
- Town Manager Koontz said that ARB was making that recommendation but the town's noise ordinance already covered it so that is why the recommendation is to follow the town's noise ordinance which is between 9:00 p.m. and 7:00 a.m.
- Commissioner Ramos stated that north of the property is already a medical building there. He doesn't think they are open at night but is wondering if they create excess no, he hasn't heard anything.
- Town Manager Koontz said the 7-11 right by the property is open later and it is right there.
- Commissioner Ramos said he likes the building design.
- Mayor Stark wanted to confirm that Mike Morrissey had looked at the design.
- Town Manager Koontz said yes and it is compliant with our design.
- Mayor Stark said she thinks 9:00 p.m. for quiet time is reasonable.
- There was discussion about hours of operation for 7-11 and RaceTrac.

MOTION was made by Commissioner Polland, seconded by Commissioner Ramos, to approve the applicant's building elevations.

AYE: McMullen, Polland, Ramos, Satterfield, Stark

NAY: None

Motion passed with a vote of 5 in favor; 0 opposed.

Johns Lake Outfall Canal

Town Manager Koontz provided an update on activities surrounding the Johns Lake Outfall Canal.

A summary of the update and discussion was as follows:

- Debra Dremann has been facilitating stakeholder meetings. There was a meeting last Wednesday with staff on there from Lake County and Orange County. Orange County is looking at updating the 2021 study that was done for the Johns Lake Outfall and has already been in contact with the CDM Smith who was the consultant on that project and are working with them on scope. With that, there could be a tangible plan put together and having Orange County behind that would be huge part of an

overall plan for the functioning of the canal in the future. If Orange County could put together a plan and then get all the stakeholders in the room to talk about how proportionate share could be billed out as well as interlocal agreements, he feels that there is some definite positive movement on the big picture.

- Town Manager Koontz had a conversation with Jon Williams, City Manager for the City of Winter Garden and let him know that Orange County had opened up their decision making as far as working on this and hopefully Winter Garden will also be part of that when we get everybody together as far as looking at the big picture.
- Town Manager Koontz said that as far as the immediate issue with the silt and the erosion that has happened within the last few years, nobody is stepping up to put money out there at this point. Orange County did say that if they were going to be part of that, they would have to look at it from their procurement lens and all their criteria. He said he doesn't think they are ready to jump in at this time and if they were, it would take a very long time. After a number of conversations with Vice Mayor Satterfield and Debra Dremann, he does have some quotes to accomplish 2 things: 1) to straighten out the canal and have it go to the north; and 2) to remove the accumulation of silt and sediment. One quote to do both came in right under \$130,000 however there is a caveat on that because when they had the discussion on Wednesday and St. Johns was also on that call, there was an idea that the silt and sediment removed could be redeposited somewhere else in Lake Apopka probably on the other side of the lake and St. Johns would not permit something like that. The silt and sediment will have to be taken away so that changes the scope of the quote so the \$129,500 will increase substantially. Town Manager Koontz also has another quote for both pieces of the project being done all at once at \$147,480. If you wanted to do just the straightening of the canal and not the sediment side of it, it would be around \$80,000 for that part then \$115,000 to do the rest of the project for a total of \$196,000. The other quote was revised to add in the depositing of the silt and sediment upland for a total of \$280,000 or \$108,000 just to redirect the canal. The magnitude of the project is \$130,00-\$280,000.
- Town Manager Koontz said that the idea to stop the bleeding and redirect the canal so it is not going out west anymore is something that can certainly be considered. In talking with Debra Dremann, they might be able to come up with \$30,000 towards this to put together with some other resources. His concern is that if you have expectations that other stakeholders are going to step in with such a short amount of time that it is not going to be a very short amount of time and most likely they are not going to step in until there is a plan, an interlocal agreement, and a procurement process in place. He is not holding his breath that anyone else is coming to the table. The idea is that the town could possibly take this on as a project, get proposals, work with Landeavor on an agreement to get their \$30,000, the town would put up \$30,000, and once the bids come in look for other sources of funding. This is probably an achievable goal. If the town wants to work on something more immediate then the town and Landeavor could match funds, the town would put it out to bid and manage the project, and Landeavor could reimburse the town for that piece of it per an agreement in place.

- Mayor Stark asked if Town Manager Koontz had talked with Public Works Director Parker about looking for grants?
 - Public Works Director Parker said that he looks at grant opportunities for this as well as everything else the town needs every Monday.
 - Town Manager Koontz said grants would be great for the bigger picture. St. Johns is also now in the loop and knows what is going on and if this plan gets put together by Orange County through the consultant and meets all the procurement procedures, there is a real opportunity through St. Johns to get some grants that way for the bigger plan. Trying to get a grant for the smaller piece in the next 3-6 months is probably not feasible.
 - Mayor Stark said she knows grant move quickly but she just wants to be able to say we are covering all possibilities and you never know, Public Works Director Parker has been finding money for a long time.
 - Town Manager Koontz said it will certainly go a lot further with Orange County and other stakeholders are part of that because St. Johns in normally a matching grant and if everybody is in the boat and everybody has a piece of the pie then St. Johns can certainly be more open. That part will come into focus, it is just going to take a little more time.
 - Vice Mayor Satterfield said that the \$21,000 figure we received as part of the quote a few weeks ago was only contingent on us doing the entire project. The entire project is \$218,000.
 - Commissioner Ramos asked why the SJRWMD not allowing the silt/sediment being removed to be redeposited somewhere else in the lake?
 - Town Manager Koontz said if you are going to remove silt/sediment, they are going to want it out of the lake and not left in the lake.
 - Commissioner Ramos said do you think SJRWMD will allow you to temporarily leave it in the lake and remove it later on?
 - Town Manger Koontz said that if you want to get this done, it is better to follow SJRWMD conditions upfront instead of wasting time asking for an exception.
 - Vice Mayor Satterfield said that it is best just to have it removed because we are talking about a fairly immediate need since it already almost March now. We really need to start to keep this from getting any worse and then go on from there. He also said that we probably need to sit down with the Southern Oaks HOA to talk about where we are at.
 - Bob Christie, 141 Millholland said that he is willing to contribute personally.
 - Commissioner Ramos asked if the lowest cost we had right now is \$129,000?

- Town Manager Koontz said it was \$129,500 however needed to be updated due to the requirement for the silt removal off site. The other one right now looks like it is \$147,480. It gets to be cost prohibitive when you are getting into those kinds of numbers. Maybe we can at least start by getting the canal end plugged up and straightened out between the town's funds and what Landeavor is willing to come to the table with.
- Commissioner Ramos said that is the \$80,000 part, right?
- Town Manager Koontz said around that amount. If we want to do this as the town, we will really need to bid it out and go through the proper process.
- Commissioner Ramos said so right now we have \$30,000 from the town, \$30,000 from Landeavor, and we could get some investment from the Southern Oaks HOA?
- Bob Christie, 141 Millholland said that he could not speak for the HOA, he would have to take it to the HOA.
- Commissioner Ramos said so right now we have \$60,000 without talking to the HOA.
- Vice Mayor Satterfield said that we don't know at this point if it is going to be a whole lot more than that because the quote amount may increase.
- Commissioner Ramos said that we should know that soon.
- Vice Mayor Satterfield said that in order for us to commit to something and Landeavor to commit that we need some sort of written agreement in place.
- Mayor Stark if there were any stipulations tied to the money Landeavor was willing to bring to the table?
- Town Manager Koontz said not that he was aware of, that would all have to be worked out.
- Vice Mayor Satterfield said he believes this gets us the quickest solution so that the problem can't get any worse. This gets the ball rolling so there is something concrete; this shows Orange County and the other jurisdictions that Oakland is putting their foot forward. He stated that at this point, he is very pleased with what is happening.
- Mayor Stark agrees we need to move forward.
- Town Manager Koontz said that if the commission agrees, we will move forward with the process and get bids and if the money doesn't come together, we can cancel the bids. We can go ahead and start the process, get bids, put together an agreement with Landeavor, put together an agreement with the HOA for access to the property, and if they are going to contribute how that is going to work. If the funding comes together and matches the bids, we will be able to move forward and get the work done.

- Commissioner Ramos said he feels we should move forward.
- Town Manager Koontz asked Town Attorney Velo if she sees any issues with this?
- Town Attorney Velo said she will certainly ask Town Attorney Vose tomorrow but does not currently see any issue.
- Town Manager Koontz said in a perfect world, you would have everybody contributing and doing the entire project but he is not going to hold his breath that is going to happen.
- Commissioner Ramos said we cannot wait on a perfect world. Every time there is a hurricane, it is only going to get worse.
- Town Manager Koontz said he agrees with that.
- Mayor Stark asked what Town Manager Koontz needs to move forward?
- Town Manager Koontz said just consensus because we can bid it out and it will have to come back to the commission for any agreements as well as to put in the budget.

Mayor Stark opened up the floor to the public.

Public comments were as follows:

- Shane Taylor, 61 Demens - Asked if we had explored the option yet of FEMA funds or state funds since it was caused by a national disaster tied to a hurricane?
 - Town Manager Koontz said that we may have missed the opportunity since Ian was in the Gulf however we may be eligible for some flood mitigation funds through the state if we put together a good plan. St. Johns isn't the only way to get grant money and he feels the Johns Lake Outfall Canal study update will be a good way for us to go after additional money especially with the 700 houses on Johns Lake and the potential flood issue.
 - Shane Taylor said it might be a way to get money to offset any costs the town spends in the beginning.
 - Town Manager Koontz said that he hopes that with the initial town investment that it will be considered as a credit later on. He doesn't feel like it is money lost, he feels it will help the project get started and will be using our procurement.
 - Shane Taylor said he agrees, there is only a limited amount of time before rainy season.
- Bob Christie, 141 Millholland – FEMA has closed down all of their stuff and Orange County was not included with Hurricane Nicole. He wants to thank the everyone for their efforts to get his moving forward. He wants to know if the hesitancy to take action more quickly is a budgeting issue or a funding issue? Would it work if someone paid \$147,000 upfront and then the town paid the money back over a period of time?
 - Commissioner Ramos said that we are getting prices to straighten the canal out, but we do have 30 and 30.

- Vice Mayor Satterfield asked Bob if he was referring to the entirety of the whole canal?
- Bob Christie said the entirety of the whole thing or obviously his biggest interest is the Southern Oaks portion as well as getting the silt out of the lake so they could have a useable lakefront again. If we had the \$147,000, could we go ahead and budget it and later pay that money back?
- Mayor Stark said she thinks the things that are being talked about are the process like getting the permitting, and all of that.
- Town Manager Koontz said that the idea of the town advancing \$147,000 for the project whether we put it in the budget or not and then the idea that anyone else would pay it back would probably not happen. The town would be on the hook for \$147,000.
- Commissioner Ramos said and then once we are on the hook, it could take months or years to pay us back and we don't want that.
- Bob Christie said that he didn't know if Orange County or Lake County would put it into future budgets and then say they would give us a certain amount back in the future, if that we could do the work now and recoup the costs. Apparently, it doesn't work that way.
- Vice Mayor Satterfield said it doesn't work that way but what does work maybe is the fact that we put that foot forward and are investing some money in it, it might speed them up some on the process.
- Town Manager Koontz said that with Orange County, if it is not a specific line item in their budget, they are not going to want to put in \$60,000 anyway. If they put it in their 23-24 budget and we don't have an agreement right now that says they are going to reimburse us and that they are okay with how we are procuring it, you are still going to run into the bureaucracy of the process. What they need to do right now is to get the scope and get that in the budget, then we will have something to work off of. There are a lot of expectations Orange County will have if they are going to reimburse us and you would spend most of the next 3 or 4 months just trying to get to that point.
- Commissioner Polland asked if it would be helpful to approach Orange County, Winter Garden, and Ocoee and let them know we are in a dire situation and need to do something in the next couple of months and see if we can get them to also put \$30,000 into the project?
- Town Manager Koontz said if someone were to come to the Town of Oakland asking for that kind of money, how quickly would we be able to make a decision on it. It is that same type of situation, it would have to get approvals at different levels and go to commission for approval. Then they would want to know if we are following their procurement procedures, did we get all of the right quotes, those kind of things.
- Commissioner Ramos said that would kill a bunch of time.
- Vice Mayor Satterfield said that doesn't mean if someone offered us money that we wouldn't take it.

- Town Manager Koontz said if on the front end someone like Orange County puts together this plan and everyone agrees this is a great project for stabilization and maintenance, here is a interlocal agreement and your share is 20 percent based off on this criteria and everyone signs off on it then the agreement will cover the scope of the project, how the project is going to work and who is going to bid it out and all that stuff.
- Commissioner Ramos stated one bite at a time. We need to do this one bite at a time. We take the first bite out and straighten it out. At least we are moving forward.
- Vice Mayor Satterfield said that in the next week as we are putting this together that Town Manager Koontz needs to get a definitive answer from St. Johns regarding if there is any flexibility in moving the silt/sediment to another location in the lake.
- Town Manager Koontz said they were pretty definitive in their last meeting. It was pretty black and white.
- Bob Christie asked if the quotes that Debra Dremann put together will give us a start?
- Town Manager Koontz said that the town really needs to put it out to bid formally.
- Joe Dunn, 525 Lake Cove Pont Circle, Winter Garden – Spends a lot of time in Oakland. Said that that his background is as a retired aerospace executive from Lockheed Martin; he is used to working on very complex problems. He lives on Lake Apopka, so it is literally his back yard. He is immediate past president of Friends of Lake Apopka (FOLA) and is on the FOLA Board of Directors. He feels that the town has a great plan; our sense of immediacy is spot on. Stop the bleeding and then come up with some creative ways to move the silt. This is a very, very complex outfall and whatever sliver of it we pick to work on has to help distribution. His experience from working at Lockheed Martin is that sometimes if you use a simple solution on a complex problem, you make the problem worse so kudos to the town for the short term game plan. The town has been working independently in the background with a lot of stakeholders including St. Johns, Orange County, and all different levels of Orange County including Commissioner Nicole Wilson. He feels like we are doing all the right things and FOLA is grateful for that and will support us in anyway they can. FOLA has been in the background with some of the meetings and appreciates the Town of Oakland for taking the lead.
 - Mayor Stark said that Joe adds another perspective on what is going on and we appreciate that.
- Nancy Ross, 504 Gulley Avenue – Stated that there is a homeowner in Winter's Landing whose eastern foundation wall is right at the canal wall which is deteriorating quickly and they just found out recently that the homeowner has been packing in stone and different things to support that wall to keep his foundation from cracking. They have a more immediate urgency than what the commission is talking about tonight. She understands all this as she was in a

meeting with Assistant Town Manager Butler and the Winter's Landing HOA Board about this and their homeowner is very anxious about this.

- Town Manager Koontz thanks Nancy for bringing this up. He said that the homeowner had sent an e-mail out which was very well written and did a very good job laying out the issue. The e-mail was sent to Orange County and Town Manager Koontz and Assistant Town Manager Butler were both copied on it. There is a sense of urgency because the homeowner is right at the corner where the canal goes under the West Orange Trail and it creates a whirlpool right there with all the water going on which is why the homeowner is having some issues. There seems to have been quite a bit of erosion on that side of the canal. Orange County is very much aware of this and has a legal easement in that area. It is on the record and is being considered as part of the bigger plan.
- Mayor Stark said that this is why we need to proceed with caution so that we don't have any unintended consequences because we have people like this homeowner on the canal and we also have the people on Johns Lake. If there are unintended consequences for people living on Johns Lake, we have to consider that.
- Nancy Ross added the Winter's Landing HOA does not have a reserve fund or they would jump in and help right away. Debra Dremann brought up the idea of pillars that you could fill up to help stabilize the wall. She was wondering if maybe some of the dirt being removed on Sadler could be used for this purpose. They are just trying to come up with ideas since they do not have money to put toward the problem.
- Town Manager Koontz said there is also the issue of the two stormwater ponds in Winter's Landing. The berms to those ponds are deteriorating.
- Vice Mayor Satterfield said that he believes as we go up the canal that there is going to be that immediate need for everyone that is on the canal wall. It all needs to be considered as part of the larger project.
- Bob Christie said he believes Orange County was out by the Winter's Landing house today looking at the issue.
- Vice Mayor Satterfield would like to hear Orange County's opinion after the site visit.
- Town Manager Koontz said he expects to get updates during the stakeholder meetings.
- Commissioner Ramos asked how many houses could potentially be affected on Johns Lake?
- Town Manager Koontz said there are about 700 houses on and around Johns Lake. Some of the older houses like in the section of Oakland that are still in the county are at lower elevations so if the lake hits the 99 foot FEMA level, they would probably have water in their houses. The canal can only carry so much water so if you have a 100-year flood event, you might still have some of these issues however if the canal is not functioning at its fullest capacity, you are going to run into problems.

- Mayor Stark said that canal was dug without any permission or permits 70 years ago. It was a short term fix to water citrus and then citrus went away and everybody who had interest in the canal went away. It is an example of looking at the short-term and not the long-term. There should have been funding involved and there wasn't.
- Commissioner Polland asked Bob Christie if the canal was still flowing at all since we haven't had any rain.
- Bob Christie said the lake levels and canal water flow are both down. He said that is really a good thing because of the gentleman in Winter's Landing and the retention ponds. Their area is just as important as anybody else's.
- Mayor Stark said Town Manager Koontz has commission consensus to move forward.

TOWN MANAGER REPORT:

Town Manager Koontz updated the Town Commission on the following items:

- The Take Over the Trail Event on February 17th was a pretty cool event and well attended. It was a good event.
- On March 16th the Town of Oakland will be hosting the Tri-County lunch. We are working on a getting a sponsor.

COMMISSION REPORTS:

Commissioner Ramos – Thanked Principal Dwyer and Assistant Town Manager Butler. He attended the Black History Month event at OACS. He felt it was very well coordinated and he really enjoyed it.

Commissioner Polland – Nothing additional to add.

Commissioner McMullen – Nothing additional to add.

Vice Mayor Satterfield – There will be some other school things coming forward to commission in the next few weeks.

Mayor Stark – A meeting was held with Congressman Webster on February 16th to provide him with an update of things going on.

Town Manager Koontz added that Congressman Webster's office will be at the meeting hall for office hours in March.

Mayor Stark added that Senator Scott's staff will be here on Monday for office hours.

Town Manger Koontz said that the town provides the space however the office markets the office hours through their own channels.

ADJOURNMENT

There being no further business, Commissioner McMullen adjourned the meeting at 8:02 p.m.

TOWN OF OAKLAND:

KATHY STARK, MAYOR

ATTEST:

ELISE HUI, TOWN CLERK



DATE: March 14, 2023

TO: Town Commission

FROM: Mike Parker – Public Works Director

Handwritten initials "MP" in black ink, enclosed in a hand-drawn oval.

Re: Infrastructure Construction, Repair and Replacement Contract

BACKGROUND: The 2022/2023 Impact Fee budget, approved in September 2022, outlines various road paving and infrastructure repair/replacement projects to be completed. These include paving and drainage improvements of West Sadler Avenue, the reconstruction of a section of South Walker Street, water main and fire hydrant installations, and paved “turnouts” at various intersections where dirt roads meet paved roads.

It has become painfully obvious in recent years that finding contractors to individually perform these small tasks, has become difficult. Staff believes that it would be advantageous to lump them all together, whereas reducing the costs for mobilization, and making the projects more fiscally accountable.

The City of Altamonte Springs recently solicited bids for city-wide infrastructure improvements, ITB-23-009-RS, which was subsequently awarded to Cathcart Construction Company. The work that the town needs to get completed falls under the awarded contract, therefore staff is recommending that we utilize, or piggy-back, the City of Altamonte Springs contract. Our Purchasing Policy, adopted in July 2016, allows for this type of procurement of services as outlined in Section 6.9.2, Cooperative Purchase. You may remember that Cathcart has previously worked for the town, and their performance caused no negative concerns. Just a few of the previous projects successfully completed were the CDBG Septic to Sewer Project, the East Hull Avenue Sewer Extension Project, and the “turnouts” at the intersections of W. Hull Ave. and S. Tubb St. and S. Arrington St. and E. Oakland Ave.

In the interest of keeping this Agenda Item to a minimum, only the first three pages of the Bid Proposal are included in this submission. The entire 73 pages of the Cathcart bid response is on file and can be viewed by contacting the Clerk’s office.

RECOMMENDATION: Staff recommends that the Oakland Town Commission approve the utilization of the City of Altamonte Springs contract with Cathcart once it has been executed, to complete various paving, drainage and utility infrastructure improvements outlined in the 2022/2023 Budget.

ATTACHMENTS:

Cathcart Bid Response Form

Altamonte Springs Bid Award



INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)

PROPOSAL BID FORM

To: Procurement Division
 City Hall, Suite 1030
 CITY OF ALTAMONTE SPRINGS
 225 Newburyport Avenue
 Altamonte Springs, FL 32701

The undersigned hereby declares that after carefully examining these Bid Documents am fully aware of all conditions affecting such Work, for which Bids were advertised to be returned by 11:00 AM, Wednesday, January 18, 2023, does hereby submit the following Bid for completion of said Work.

CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH SITE RESTORATION BASE BID 'A' - PLANNED PROJECT AREAS	
TOTAL BASE BID 'A' AMOUNT (In Numbers)	750,040.50
TOTAL BASE BID 'A' AMOUNT (In Writing)	SEVEN HUNDRED FIFTY THOUSAND FORTY DOLLARS AND FIFTY CENTS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH SITE RESTORATION BASE BID 'B' - HILLCREST-CHARTER OAKS NEP	
TOTAL BASE BID 'B' AMOUNT (In Numbers)	1,290,362.00
TOTAL BASE BID 'B' AMOUNT (In Writing)	ONE MILLION, TWO HUNDRED NINETY THOUSAND, THREE HUNDRED SIXTY TWO DOLLARS

Company Name: Cathcart Construction Company - Florida LLC

PBF - 1



**INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)**

Per Section 5.4.1 REQUIRED A copy of current and active State of Florida General Contractor License.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Per Section 5.4.2 REQUIRED A copy of Sub-Contractors List is attached to the submittal. (SC-1)	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Per Section 5.4.3 REQUIRED An unendorsed insurance certificate or letter from insurance agent conforming to Section 4 requirements is included in submittal.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Per Section 5.4.5 REQUIRED A copy of the Bidders Project Experience - References is attached to the submittal. (R-1)	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Per Section 5.4.8 REQUIRED E-Verify Memorandum of Understanding has been included in the submittal.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Per Section 5.4.9: REQUIRED A copy of the Bidders List of Equipment is attached to the submittal. (E-1)	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Per Section 5.4.10: REQUIRED A copy of the Bidders List of Supervisory Personnel is attached to the submittal. (P-1)	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No

**FOR THIS BID TO BE CONSIDERED VALID
IT IS MANDATORY THAT THE BID BE SIGNED
IN THE SPACE PROVIDED BELOW**

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. 1 Dated 01/06/2023
 No. 2 Dated 01/19/2023
 No. _____ Dated _____

Company Name: Cathcart Construction Company - Florida LLC

PBF - 2



**INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)**

The City reserves the right to accept any or all Bids, to waive informalities, and to reject all or any part of any Bid as they may deem to be in the best interest of the City.

This Proposal Bid Form is a mandatory form to ease Bid tabulation and analysis; however, additional supportive forms can accompany it. An officer or representative who has official authorization to sign Bids **MUST** sign this Proposal Bid Form. Failure to sign in the space provided below will result in the Bid being rejected.

Bids not received by advertised due date and time (see Bidding Instruction Terms and Conditions section) will be returned to the sender unopened.

Signing the Proposal Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

Company Name (as it appears on the W9) Cathcart Construction Company - Florida LLC
 D/B/A Name (if applicable) n/a
 F.E.I.N 46-4740152
 DUNS _____

Name of Owner/Partner/Officer (Print) Matt Blanton
 Title/Position of Owner/Partner/Officer (Print) President

Signature of Owner/Partner/Officer _____

Business Telephone 407-629-2900
 Fax Telephone 321-203-4900
 Email Address mblanton@cathcartconstructioncompany.com

Business Address 1056 Wlla Springs Drive
 City/State/Zip Winter Springs, FL 32708

Mailing Address same as above
 City/State/Zip _____

Address To Send PO same as above
 City/State/Zip _____

Remittance Address same as above
 City/State/Zip _____

Cathcart Construction Company - Florida LLC
 Company Name: Cathcart Construction Company - Florida LLC PBF - 3



**CITY COMMISSION AGENDA
REGULAR MEETING
FEBRUARY 21, 2023 AT 7:00 P.M.**

- 1. INVOCATION AND PLEDGE OF ALLEGIANCE**
- 2. PRESENTATION** Florida League of Cities Municipal Safety Excellence Initiative - Certificate of Safety Recognition
- 3. APPROVAL OF MINUTES FROM THE REGULAR MEETING OF FEBRUARY 7, 2023**
- 4. INFORMAL COMMUNICATIONS FROM THE FLOOR**
- 5. PUBLIC HEARING (2nd Reading)** Ordinance No. 1793-23 – Annual Update of the Comprehensive Plan’s Five-Year Capital Improvement Program
- 6. FINANCE ITEM** Solicitation Award to Cathcart Construction Company – Florida, LLC for Citywide Infrastructure (Improvements) Potable, Sanitary, Reclaimed, & Stormwater with Site Restoration, ITB-23-009-RS
- 7. INFORMAL COMMUNICATIONS FROM THE FLOOR**
- 8. REPORTS**

The above meeting will be held at 225 Newburyport Avenue, Altamonte Springs, FL 32701 and is open to the public. Persons with disabilities needing assistance in participating in any of these proceedings must contact the City Clerk Department ADA Coordinator 72 hours in advance of the meeting at (407) 571-8122 (Voice) or (407) 571-8126 (TTY) or email cityclerk@altamonte.org.

Persons are advised if they wish to appeal any decision made at the hearing/meetings, they will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. The City of Altamonte Springs does not provide this verbatim record.

INTER-LOCAL AGREEMENT FOR POLICE DISPATCHING SERVICES

CITY OF WINTER GARDEN, FLORIDA TOWN OF OAKLAND, FLORIDA

This AGREEMENT is entered into by and between the **Town of Oakland**, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as “CONTRACTOR”) and the **City of Winter Garden**, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as “VENDOR”).

WHEREAS, the VENDOR maintains an around-the-clock Communications Center which provides 911 call taking and dispatching services for the **Winter Garden Police Department**; and

WHEREAS, the police department for the **Town of Oakland** requires dispatching services; and

WHEREAS, the VENDOR is willing to provide police dispatching services to the CONTRACTOR.

NOW, THEREFORE, the parties hereby agree as follows:

A. SERVICES TO BE PROVIDED BY THE VENDOR:

The VENDOR agrees to:

1. Provide all police dispatching services required within the corporate limits of CONTRACTOR’s jurisdiction. Calls for such services are to be directed to telephone numbers provided by the VENDOR, in addition to 911 calls, and the VENDOR will dispatch the CONTRACTOR’s police units in response to such calls.
2. Provide necessary instruction and training in the proper use of radios and other communications equipment utilized by the parties.
3. Maintain an appropriate means of identifying Calls for Service generated within the CONTRACTOR’s jurisdiction.
4. Keep adequate records, including the assignment of appropriate case/event numbers, in regard to the handling of calls for the CONTRACTOR.

5. Agree to provide to CONTRACTOR with access 24 hours a day, 7 days a week, in accordance with state and federal laws and regulations and with various contractual agreement, to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry, and administrative information systems as required to perform their law enforcement functions.
6. Provide programming changes to the CONTRACTOR's equipment to the extent such is available through the VENDOR to ensure it remains functional and can interface with the VENDOR's Communications Center.

B. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

The CONTRACTOR agrees to:

1. Comply with the procedures and policies implemented by the VENDOR for the use of radios and for coordination of dispatching efforts under this Agreement.
2. Provide adequate radio equipment compatible with radio equipment utilized by the VENDOR for use by CONTRACTOR's police units.
3. Supply the VENDOR's Communications Section with a list of persons who are authorized to direct the dispatching of police units for CONTRACTOR's agency.
4. Supply and maintain all hardware/equipment and software required to provide or maintain connectivity to the VENDOR's Communications Center and Records Management System.
5. That the 911 surcharge monies collected by Orange County on behalf of the CONTRACTOR shall be directed to and made payable to the VENDOR since the

VENDOR shall be the answering point for all 911 calls originating out of the CONTRACTOR's jurisdiction. These monies are independent of, and shall not be applied towards, the compensation for services as outlined in Section H.

C. MUTUAL COOPERATION:

1. The VENDOR agrees, based upon the availability of resources, to dispatch the VENDOR's units into CONTRACTOR's jurisdiction when:
 - a. A felony-in-progress or life-threatening situation is reported, or
 - b. A police unit from CONTRACTOR's agency is unable to respond. VENDOR's police units that have been so dispatched will do what is necessary upon arrival on the scene to assume control of the situation until the CONTRACTOR's agents arrive and are able to assume control unless it is more expedient for the VENDOR's agents to just handle the call for service.
2. Any response by VENDOR's units per the terms of "C. 1." of this agreement will be deemed to be a formal request for assistance by the CONTRACTOR in accordance with the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement.

D. MUTUAL AID:

This agreement does not provide CONTRACTOR's sworn law enforcement officers with any authority to take law enforcement action within the City of Winter Garden other than that provided pursuant to any separate Mutual Aid Agreement in effect between the parties.

F. INDEMNIFICATION:

The VENDOR and CONTRACTOR do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by Section 768.28, F.S., each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses

arising out of or resulting from the performance of their respective operations under this agreement.

G. TERM OF AGREEMENT:

1. This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect until September 30, 2024, unless terminated prior thereto by any and all parties herein.
2. Either party may terminate this Agreement for convenience by providing advance written notification to the other party, at least sixty (60) days prior to any termination. In the event of such termination, payment will be made on a pro rata basis to the date of termination.

H. COMPENSATION:

1. During the term of this Agreement, the cost to the CONTRACTOR will be calculated as follows:
 - a. The cost will be \$42,960 for the fiscal year beginning October 1, 2018 and ending September 30, 2019. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - b. The cost for the fiscal year beginning October 1, 2019 and ending September 30, 2020, shall not exceed a 10% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - c. The cost for the fiscal year beginning October 1, 2020 and ending September 30, 2021, shall not exceed a 10% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.

- d. The cost for the fiscal year beginning October 1, 2021 and ending September 30, 2022, shall not exceed a 10% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - e. The cost for the fiscal year beginning October 1, 2022 and ending September 30, 2023, shall not exceed a 10% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - f. The cost for the fiscal year beginning October 1, 2023 and ending September 30, 2024, shall not exceed a 10% increase above the previous fiscal year cost. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
- 2. Whenever there is an annexation or a new development is built, the VENDOR reserves the right to increase the yearly cost to the CONTRACTOR based upon the projected increase in calls for service or CONTRACTOR's police personnel.
 - 3. Should the percentage of calls increase by more than 10% over the previous year, city representatives from Oakland and Winter Garden will review the call data and determine if an adjustment in the annual fee is necessary in order to equitably allocate the cost incurred by Winter Garden.

I. MISCELLANEOUS PROVISIONS:

- 1. It is understood that the services called for in the Agreement do not include telephone complaint report writing or walk-in complaint handling by the VENDOR.

2. The following individuals are hereby appointed by the respective parties to address and resolve any questions or complaints regarding matters covered under this Agreement.

VENDOR – Chief of Police

CONTRACTOR – Chief of Police

3. All amendments to the Agreement shall be in writing and signed by all parties.
4. The written Agreement supersedes all previous agreements between the parties and is the total and complete agreement between the parties.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

**CITY OF WINTER GARDEN,
FLORIDA**

**TOWN OF OAKLAND,
FLORIDA**

BY:

BY:

John Rees
Mayor

Kathy Stark
Mayor

ATTEST:

ATTEST:

Angee Grimmage, City Clerk

Elise Hui, Town Clerk

APPROVED BY THE WINTER GARDEN

APPROVED BY THE OAKLAND TOWN

CITY COMMISSION AT A MEETING

COMMISSION AT A MEETING

HELD ON _____, 2023

HELD ON _____, 2023



**Steve Koontz Town Manager
Manager and Staff Reports**

DATE: March 14, 2023
TO: Town Commission
FROM: Steve Koontz, Town Manager
SUBJECT: Town Manager Staff Report

Police Chief Esan

Please see attached information from February 2023.

Human Resources:

Please see attached March 2023 Employee Anniversary Report.

Town Manager Koontz:

The March Coffee with the Town Manager was held at the Healthy West Orange Arts and Heritage Center on Thursday, March 9th at 9:00 a.m.

I will be out of the office on personal leave on Friday, March 17th.

Please visit www.Oaklandfl.gov (Town News) for the latest news about the Town.



*Darron Esan
Chief of Police*

March 6, 2023

TO: Steven Koontz, Town Manager

FROM: Darron Esan, Chief of Police

SUBJECT: February 2023 Police & Code Enforcement Activity Report

For the month of February 2023, Code Enforcement initiated sixty-one new cases. None of the previous cases from last month have been brought into compliance. Please see the code enforcement update which is attached.

The police department completed a total of six (6) criminal reports, three (3) arrest reports, fifteen (15) miscellaneous reports, three (3) Information reports, and eleven (11) criminal traffic citations. There were nine (9) traffic crashes with one (1) complaining of injuries as well. There were 169 traffic stops completed with 58 citations and 110 verbal warnings issued. The overwhelming majority of crimes reported involved property crimes.

Moving toward Accreditation, a complete set of Regulations has been developed and distributed to every member of the agency. The next step in this process will involve revising the Policies and Procedures for the agency, some of which have not been reviewed since 2006.

We are hosting the 2nd Annual Oakland PD Bench Press Competition on Saturday, March 11, 2023. We have many participants from area agencies who will be competing, donating to the Special Olympics. The opening ceremony will be at 12:45pm. If any commissioners or the Mayor would like to make comments during the opening ceremony, please let me know as we have set aside time for opening remarks. The competition will be held at the Oakland Avenue Charter School.

Last month, a Smart TV was purchased and installed in the police department conference room. I have conducted some training on this television with command staff, mirroring my Apple MacBook to the computer. This has been a great way to conduct training and is very user friendly.

The Oakland PD Facebook page has seen a huge increase in activity. We are getting a large amount of positive feedback from members of the community who have enjoyed our messages regarding safety and security. I am very pleased with the hard work Stacie Quinn and Kelly Sims have put toward increasing the activity on our social media platform. They worked with Elisha for the past month and have taken the wheel with this project in a great way.

Finally, Linda Ridge, Forensic photographer from Orlando Police Department will be at the police department on March 29th and March 30th to take formal photos of every employee in the town. These photographs will be retained at the PD for the purpose of designing a new identification card which will be distributed to each employee. Kelly Sims is designing the background template for civilian employees while the existing sworn officer template will continue to be utilized. The photos will be taken from 1pm-5pm each day. I will send an email to each Department Manager 7-10 prior so they can communicate this to each town employee.

If you have any questions regarding the above information, please feel free to contact me. Please see the attachments in regard to the Code Enforcement Report.

Thank you,

Darron Esan

Chief of Police

Oakland Police Department

321-624-2878

540 E. Oakland Avenue • P.O. Box 521 • Oakland, FL 34760
phone: 407-656-9797 • www.oaklandpd.com • fax: 407-656-9515

OAKLAND POLICE ACTIVITY REPORT		
February-23		
Criminal Reports		6
Arrest Reports		3
Miscellaneous Reports		15
Information Reports		3
Criminal Traffic Citations		11
Totals		38
Offenses		
	Reports	Arrests
Murder and Manslaughter/Attempted	0	0
Sex Offenses	0	0
Robbery	0	0
Aggravated Assault/Stalking	0	1
Burglary Breaking & Entering - Residential	0	0
Burglary Breaking & Entering - Vehicle	0	0
Burglary Breaking & Entering - Commercial	0	0
Shoplifting	0	0
Grand Theft (\$750 & Above)	0	0
Petit Theft (\$749.99 and Below)	1	0
Motor Vehicle Theft	2	0
Kidnap/Abduction	0	1
Arson	0	0
Simple Assault	2	0
Stalking	0	0
Drugs/Equipment	0	0
Fraud	1	0
Stolen Property	0	0
DUI	0	0
Destruction/Damage/Vandalism	0	0
Weapons Violations	0	0
Miscellaneous Crimes	15	0
Informational	3	0
Traffic Offenses	0	0
Warrant/Writ/VOP/Contempt of Court	0	1
Totals	24	3
Citations Issued		
Driver License Violations		15
Registration Violations		9
Tag Violations		2
Fail to Obey Traffic Control Device		1
Seatbelt Violations		12
Ran Redlight		0
Child Restraint		0
Stop Sign		3
Insurance		2
Faulty Equipment		0
Unlawful Speeding		6
Careless Driving		3
Other Misc. Violations		5
Totals		58
Warnings Issued		110

Traffic Crashes	
Fatality	0
Injuries	1
Without Injuries	8
Total Crashes	9



Oakland Police Department

Code Enforcement Division

Below please find a list of all code enforcement incidents for February 2023 (location and violation):

- | | |
|---------------------------|----------------------------------|
| 1. 16001 W. COLONIAL DR | <i>NOISE- CONSTRUCTION</i> |
| 2. 206 MATHER SMITH DR | <i>SIGNS</i> |
| 3. 41 DEMENS | <i>PARKING ON GRASS</i> |
| 4. 2 OAKLAND POINTE CIR | <i>ZONING</i> |
| 5. 121 S NIXON | <i>LOT</i> |
| 6. 1040 CATORI | <i>PLUMBING</i> |
| 7. 321 W. GULLEY | <i>ABANDONED MV'S</i> |
| 8. REMINGTON/SOUTHERN | <i>SNIPE SIGNS</i> |
| 9. 142 HAMMOCK PRESERVE | <i>ZONING</i> |
| 10. Southern Railway | <i>LOT CLEANING</i> |
| 11. HULL ISLAND DR/SIMEON | <i>SNIPE SIGNS</i> |
| 12. 433 ORIONVISTA | <i>FENCE</i> |
| 13. 823 CURA CT | <i>CARE OF PREMISES</i> |
| 14. REMINGTON/S.R.50 | <i>SNIPE SIGNS</i> |
| 15. S.R.50/S.TUBB | <i>SNIPE SIGNS</i> |
| 16. WINTERS LANDING | <i>ABANDONED VEHICLE</i> |
| 17. 1117 JOHNS COVE | <i>EXPIRED TAGS</i> |
| 18. 1117 JOHNS COVE | <i>EXPIRED TAGS</i> |
| 19. 100 DEMENS ST | <i>DISABLED VEHICLE</i> |
| 20. S.R.50(MEDIAN) | <i>SNIPE SIGNS</i> |
| 21. SOUTHERN RAILWAY | <i>SNIPE SIGNS</i> |
| 22. 1319 JOHNS COVE LANE | <i>PARKING VIOLATION</i> |
| 23. 2 OAKLAND POINTE | <i>PARKING VIOLATION</i> |
| 24. 328 LARGOVISTA DR | <i>DISABLED MV</i> |
| 25. SR 50/REMINGTON | <i>SNIPE SIGNS</i> |
| 26. 17987 S.R.438 | <i>ZONING</i> |
| 27. 21 N. DANIELS | <i>CHECK FOR PERMITS</i> |
| 28. 2612 BOBCAT CHASE | <i>HOUSING (ADDRESS NUMBERS)</i> |



- | | |
|-----------------------------|-----------------------------------|
| 29. JOHNS LANDING | <i>HOUSING</i> |
| 30. 528 W HULL AVE | <i>LOT CLEANING</i> |
| 31. 1987 WHITE FEATHER LOOP | <i>EXPIRED TAGS</i> |
| 32. 1769 WHITE FEATHER LOOP | <i>EXPIRED TAGS</i> |
| 33. 1945 WHITE FEATHER LOOP | <i>CHECK FOR PERMITS</i> |
| 34. 1957 WHITE FEATHER LOOP | <i>CHECK FOR PERMITS</i> |
| 35. 209 S POLLARD ST | <i>HOUSING(WINDOW)</i> |
| 36. 319 LARGOVISTA | <i>ZONING (CHECK FOR PERMITS)</i> |
| 37. 17987 S.R.438 | <i>DISABLED M.V.</i> |
| 38. 17987 S.R.438 | <i>CARE OF PREMISES</i> |
| 39. 17987 S.R.438 | <i>COMMERCIAL TRAILER</i> |
| 40. REMINGTON/S.R.50 | <i>SNIPE SIGNS</i> |
| 41. SOUTHERN RAILWAY | <i>SNIPE SIGNS</i> |
| 42. 216 LARGOVISTA WAY | <i>EXPIRED TAG</i> |
| 43. OAKLAND PARK | <i>PARKING</i> |
| 44. REMINGTON/SOUTHERN PKY | <i>SNIPE SIGNS</i> |
| 45. 1919 WHITE FEATHER | <i>EXPIRED TAGS</i> |
| 46. 918 HULL ISLAND | <i>UNPERMITTED SIGN</i> |
| 47. 1152 HULL ISLAND | <i>UNPERMITTED SIGN</i> |
| 48. OAKLAND AVE/STARR ST | <i>SNIPE SIGNS</i> |
| 49. OAKLAND AVE/TUBB | <i>SNIPE SIGNS</i> |
| 50. TUBB/COLONIAL | <i>SNIPE SIGNS</i> |
| 51. 1078 CIVITAS WAY | <i>ZONING</i> |
| 52. OAKLAND AVE/TILDEN OAKS | <i>SNIPE SIGNS</i> |
| 53. STARR/OAKLAND AVE | <i>SNIPE SIGNS</i> |
| 54. TUBB/OAKLAND | <i>SNIPE SIGNS</i> |
| 55. SR 438/OAKLAND | <i>SNIPE SIGNS</i> |
| 56. JW JONES/STANDING ROCK | <i>SNIPE SIGNS</i> |
| 57. TRAILSIDE DR | <i>SNIPE SIGNS</i> |
| 58. JW JONES/OAKLAND TRAILS | <i>CONSTRUCTION NOISE</i> |
| 59. REMINGTON/S.R.50 | <i>SNIPE SIGNS</i> |
| 60. 328 LARGOVISTA | <i>NOISE</i> |
| 61. OAKLAND TRAILS | <i>EXPIRED TAGS</i> |



TOTALS FOR FEBRUARY 2023:

HOUSING: 3

ZONING/PERMITS: 11

SNIPES SIGN REMOVALS: 21

COMMERCIAL VEHICLES: 2

LOT CLEANING: 7

DISABLED VEHICLES/PARKING: 14

NOISE COMPLAINTS: 2

PLUMBING: 1

Town of Oakland

March 1, 2023

To: Town of Oakland Commissioners

From: Melody Oliver, Payroll Specialist

Re: Employment Anniversaries for March

The Town of Oakland truly values our employee's contributions to the community and residents. We sincerely appreciate you and thank you for all the work you do.

We would like to recognize the following employee anniversaries for the month of March:

Last Name	First Name	Position	Years of Service
Sikes	Carrie	Teacher	2

DATE: March 14, 2023
TO: Town Commission
FROM: Jack A. Butler, Assistant Town Manager
VIA: Stephen Koontz, Town Manager

RE: Donating property to West Orange Habitat for Humanity

BACKGROUND:

The Town Commission has previously donated property to the West Orange Habitat for Humanity organization for the purpose of constructing affordable housing in the Town of Oakland. The Town currently has a similarly suitable parcel for donation. The property was acquired by the Town on February 4, 2022, through a tax lien process.

RECOMMENDATION:

Staff recommends that the Town Commission donate the surplus property to West Orange Habitat for Humanity, Inc., with the caveat that the property must be used for constructing an affordable single-family residence. Staff additionally recommends that the Town Commission authorize the mayor to execute any related title-transfer documents.

ATTACHMENTS:

- Draft Donation Agreement
- Deed by which the Town acquired title to the property
- Property record from the Orange County Property Appraiser

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (hereinafter known as “the Agreement”) is made this ____ of _____, 2023, by and between the TOWN OF OAKLAND (hereinafter known as “the Town”), a municipal corporation of the State of Florida, and WEST ORANGE HABITAT FOR HUMANITY, INC. (hereinafter known as “Habitat”), a Florida not-for-profit corporation.

WHEREAS, the Town is the fee simple owner of a 3,843 ± square foot (0.09 acre) parcel of land and its improvements located at 532 West Sadler Avenue within the Town’s corporate limits and listed as Property Record 20-22-27-6108-61-060 by the Orange County Property Appraiser (hereinafter “the Donated Property”), that is legally described as Lot 6, Block B on the Plat of the Town of Oakland recorded at Plat Book “B,” Page 99 in the Official Records of Orange County, Florida; and

WHEREAS, the Town desires to donate and convey the Donated Property to Habitat in the interest of facilitating affordable housing opportunities within the Town by allowing Habitat to construct a single-family home with supporting site infrastructure at an affordable price point on the Donated Property; and

WHEREAS, Habitat has agreed to accept the donation and conveyance of the Donated Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for \$10.00 and other valuable consideration, the receipt and adequacy are hereby acknowledged, the parties do hereby agree as follows:

1. Donation. The Town agrees to donate and convey the Donated Property to Habitat, and Habitat agrees to accept the donation and conveyance of the Donated Property.
2. Performance. Habitat agrees to construct a single-family dwelling unit with supporting site infrastructure on the Donated Property. No other monetary consideration is being paid Habitat for the conveyance.
3. Title. Within fifteen (a5) calendar days from the Effective Date of this Agreement, the Town shall convey title in the Donated Property to Habitat by executing and recording a quit claim deed without reservations or warranties. The Town will cause the deed to be recorded in public records of Orange County, Florida and pay the cost of recording. No title insurance is being provided. No credits or prorations are being provided at closing.
4. As-is Condition. Habitat acknowledges that the Town has not investigated and does not warrant or represent to Habitat that the Donated Property is fit for the purposes intended by Habitat or for any other purpose or purposes whatsoever. Habitat further acknowledges that the Donated Property is to be conveyed to Habitat “as-is” in its existing condition without representations or warranties as to title, condition, environment, topography, soils, drainage, or other attributes and characteristics. Habitat is acquiring the Donated Property based solely on its own investigation, inspection, and evaluation. Neither the Town nor any official, employee, or agent of the Town has made any representation or warranty, expressed or implied, concerning the Donated Property or that induced Habitat to execute this Agreement or to accept the deed. Under no circumstances shall the Town have any monetary liability arising out of or relating to this Agreement or the conveyance of the Donated Property.

5. Effective Date. The Effective Date of this Agreement shall be the date when it is signed by the last party to execute the Agreement after the Town Commission of the Town has approved the Agreement. The Effective Date shall be written into the initial paragraph of this Agreement by the party that last signs.

IN WITNESS WHEREOF, the parties have executed this document on the dates written below.

TOWN OF OAKLAND, a Florida municipal corporation

Approved by the Oakland Town Commission on March 14, 2023 as Agenda Item 5a.

Attest:

By: _____
Kathy Stark, Mayor

Elise Hui, Town Clerk

Date Executed: _____

WEST ORANGE HABITAT FOR HUMANITY, INC., a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

Date Executed: _____

This instrument was prepared by/return to:
Gretchen R.H. Vose
Vose Law Firm, LLP
324 W. Morse Blvd.
Winter Park, FL 32789

Property Appraiser's
Parcel Identification No.
20-22-27-6108-61-060

DEED IN LIEU OF FORECLOSURE

This Indenture, made this 4th day of February, 2022, between **FLORIDA TAX LIEN ASSETS IV, LLC**, a Florida limited liability company, whose post office address is 2055 US Highway 1, Vero Beach, Florida, 32960, of the county of Indian River, State of Florida, as Grantor, and **TOWN OF OAKLAND, FLORIDA**, a Florida municipal corporation, whose post office address is P.O. Box 98, Oakland, Florida, 34760, of the county of Orange, State of Florida, as Grantee.

Witnesseth that said Grantor, for and in consideration of the sum of ten dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Orange County, Florida, to-wit:

Lot 6, Block B, Plat of the Town of Oakland, according to the plat thereof recorded in Plat Book B, Pages 99 and 100, Public Records of Orange County, Florida.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

THE REAL PROPERTY described in this instrument is neither the constitutional homestead nor the primary physical residence of the Grantor.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set hand and seal the day and year first above written.

Signed or sealed in our presence:

FLORIDA TAX LIEN ASSETS IV, LLC:

Alicia Swanson
Witness

[Signature]
By

Alicia Swanson
Printed Name

Kelly P. Kite Jr.
Print Name

Jana Carrington
Witness

Manager
Title

JANA CARRINGTON
Printed Name

STATE OF FLORIDA
COUNTY OF Indian River

THE FOREGOING DEED IN LIEU OF FORECLOSURE was acknowledged before me by means of either [] physical presence or [] online notarization, this 4th day of February, 2021, by Kelly P. Kite Jr., as Manager of Florida Tax Lien Assets IV, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires: 04/08/2023

Alicia Swanson
Print Name Alicia Swanson
Notary Public, State of Florida

DOC # 20220087433

02/08/2022 07:37 AM Page 1 of 1

Rec Fee: \$10.00

Deed Doc Tax: \$0.00

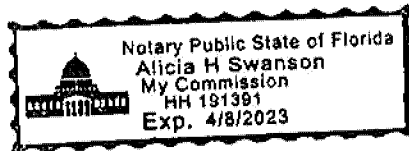
Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LLC



Property Record - 20-22-27-6108-61-060

Orange County Property Appraiser •
<http://www.ocpafl.org>

Property Summary as of 02/14/2023

Property Name

532 W Sadler Ave

Names

Town Of Oakland

Municipality

OAK - Oakland

Property Use

0100 - Single Family

Mailing Address

Po Box 98
Oakland, FL 34760-0098

Physical Address

532 W Sadler Ave
Oakland, FL 34760



QR Code For Mobile Phone



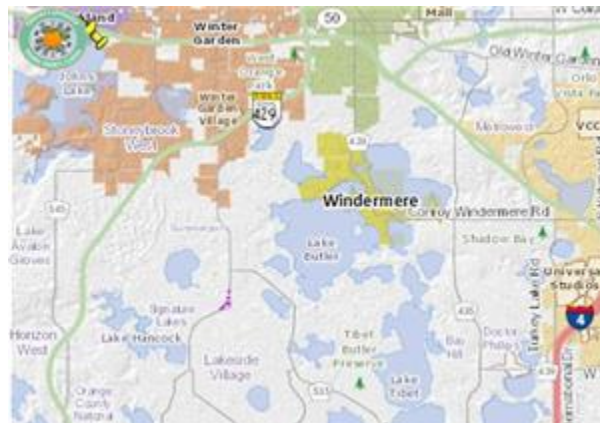
532 W SADLER AVE 03/05/2014

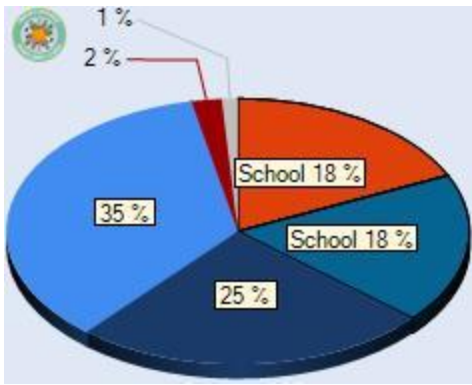


532 W SADLER AVE 12/05/2013











272220610861060 12/18/2006





Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2022  	\$38,430	+	\$490	+	\$0 = \$38,920 (38%) \$38,920 (57%)
2021  	\$27,862	+	\$426	+	\$0 = \$28,288 (11%) \$24,716 (10%)
2020  	\$25,000	+	\$426	+	\$0 = \$25,426 (24%) \$22,469 (10%)
2019  	\$20,000	+	\$426	+	\$0 = \$20,426 \$20,426

Tax Year Benefits	Tax Savings
2022 	\$0
2021  	\$41
2020  	\$34
2019 	\$0

2022 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$38,920	\$0	\$38,920	3.2140 (-7.88%)	\$125.09	18 %
Public Schools: By Local Board	\$38,920	\$0	\$38,920	3.2480 (0.00%)	\$126.41	18 %
Orange County (General)	\$38,920	\$0	\$38,920	4.4347 (0.00%)	\$172.60	25 %
Town Of Oakland	\$38,920	\$0	\$38,920	6.3000 (-1.56%)	\$245.20	35 %
Library - Operating Budget	\$38,920	\$0	\$38,920	0.3748 (0.00%)	\$14.59	2 %
St Johns Water Management District	\$38,920	\$0	\$38,920	0.1974 (-9.82%)	\$7.68	1 %
				17.7689	\$691.57	

2022 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

PLAT OF THE TOWN OF OAKLAND B/99 LOT 6 BLK B

Total Land Area

3,843 sqft (+/-) | 0.09 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	R-1	3843 SQUARE FEET	\$10.00	\$38,430	\$0.00	\$38,430

Buildings

Model Code	Type Code	Building Value	Estimated New Cost	Actual Year Built	Beds	Baths	Floors	Gross Area	Living Area	Exterior Wall	Interior Wall	Subarea Description	Sqft	Value
												BAS - Base Area	612	\$35,319
		\$490	\$48,998	1945	2	1.0	1	1375 sqft	612 sqft	Wood.Shthn	Wall.Bd/Wd	UDU - Unf Dt Uty	440	\$7,618
												UEP - Unf E Prch	99	\$2,886
												UOP - Unf O Prch	80	\$693
												USP - Unf S Prch	144	\$2,482



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
There are no extra features associated with this parcel				

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
03/31/2022	\$100	20220227471 /		Corrective Deed	Florida Tax Lien Assets IV LLC	Town Of Oakland	Improved
02/04/2021	\$0	20220087433 /		Warranty Deed	Florida Tax Lien Assets IV LLC	Town Of Oakland	Improved
01/27/2016	\$100	20160063490 /		Quitclaim Deed	Stearns Bank N A	Florida Tax Lien Assets IV LLC	Improved
07/06/2015	\$13,400	20150344155	10946 / 3626	Tax Deed	Seals Willie M Patterson	Stearns Bank N A	Improved