

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

September 17, 2024

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

Hispanic Heritage Month

• **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 August 20, 2024. **(City Clerk Sibbitt)**
2. Approval to Ratify Appointment of the Fifth Trustee to the General Employees' Pension Board. **(City Clerk Sibbitt)**
3. Approval of Appointment of a Trustee to the Police Officer's/Firefighters' Retirement Board. **(City Clerk Sibbitt)**
4. Renewal of a Contract with the McKinnon Corporation for Economic Development and Transportation Consultant Services. **(Acting Assistant City Manager Rumer)**
5. Approval for Renewal of the E-Payment Services Agreement with Point & Pay, LLC and Client Application. **(Finance Director Roberts)**
6. Approval of the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. **(Police Chief Ogburn)**
7. Approval of Interlocal Agreements for Police Dispatching Services between the City of Winter Garden, the Town of Windermere, and the City of Ocoee. **(Police Chief Ogburn)**
8. Approval of Change Order No. 1 for ITB #24-002 W. Oakland Avenue Reconstruction. **(Acting Utilities Director Bolling)**

9. Approval of License Agreement Between Florida Central Railroad Company, LLC (FCEN) for the Floral Street Sewer Project. **(Acting Utilities Director Bolling)**
10. Approval of Florida Central Railroad Company, LLC (FCEN) License Agreement for the W. Oakland Avenue Reconstruction Project. **(Acting Utilities Director Bolling)**
11. Approval of Change Order No. 1 for RFQ #23-004 Construction Manager at Risk (CMR) for Floral Street Water, Sewer and Road Reconstruction. **(Acting Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

12. First Reading of Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code. **(Acting Assistant City Manager Rumer)**
13. First Reading of Ordinances for Shoppes on the Bluff Small-Scale Comprehensive Plan Future Land Use Map Amendment & Rezoning; Project No. CPA-2024-003 & RZ-24-03-05. **(Zoning Manager Whitfield)**

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

14. Second Reading of Ordinance for a Temporary Six (6) Month Moratorium on the Processing and Consideration of Development Approvals. **(Acting Assistant City Manager Rumer)**

• **PUBLIC HEARING**

15. Approval of HomeTowne Studios Special Exception; Project No. 5-24-SE-032. CONTINUED TO OCTOBER 1, 2024, CITY COMMISSION MEETING AT THE REQUEST OF THE APPLICANT. **(Concurrency & Commitment Coordinator McFarlane)**

• **REGULAR AGENDA**

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

• **ADJOURNMENT**

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

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



Proclamation

- WHEREAS,** each year, Americans observe National Hispanic Heritage Month by celebrating the history, culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, South America and the Caribbean islands; and
- WHEREAS,** this observance celebrates the achievements of Hispanic Americans in the arts, education, entertainment, government, history, law, literature, medicine, the military, music, politics, science and other endeavors; and
- WHEREAS,** the United States first observed what was then National Hispanic Heritage Week in 1968 under President Lyndon Johnson, calling upon public officials, educators, librarians and all of the people of the United States to observe this time with ceremonies, activities and programs; and
- WHEREAS,** Hispanics make up 29.8 percent of the City of Ocoee's population have enriched and shaped our community for generations; and
- WHEREAS,** Hispanics continue to make significant and diverse contributions to the cultural, educational, economic and political vitality of the City of Ocoee.
- NOW, THEREFORE, BE IT RESOLVED,** the Ocoee City Commission does hereby proclaim September 15th – October 15th, 2024, as

HISPANIC HERITAGE MONTH

and encourage all residents to honor the rich diversity of the Hispanic community and celebrate the many ways they contribute to our nation and society.

**IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
17th day of September, 2024.**

Rusty Johnson, Mayor

August 20, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

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

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

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

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

West Orange Healthy Selfie Day Proclamation read by **Commissioner Wilsen** and proclaimed by **Mayor Johnson**, accepted by a Representative from Healthy West Orange.

9/11 Remembrance Day Proclamation read by **Commissioner Firstner** and proclaimed by **Mayor Johnson**, accepted by Police Chief Ogburn and Fire Chief Smothers.

Recognition of TNXL Academy 2024 NAA Premier Division Championship - Coach Brian Martinez acknowledged the achievements of TNXL and recognized the players present at the event. He also expressed his gratitude to the City of Ocoee for their ongoing support.

• **STAFF REPORTS AND AGENDA REVIEW 6:27 PM**

Acting City Manager Shadrix announced that he has three items to bring before the City Commission. He introduced and explained an Emergency Item for the Purchase of Water Meters, MXU's, and Backflows per Emergency Notification - Section 21.6, Chapter 21, City of Ocoee Code of Ordinances.

Motion: Move to approve Emergency Item for the Purchase of Water Meters, MXU's, and Backflows per Emergency Notification - Section 21.6, Chapter 21, City of Ocoee Code of Ordinances; Moved by Commissioner Kennedy, seconded by Commissioner Oliver; Motion carried 5-0.

Acting City Manager Shadrix notified the City Commission that the updated scope of work for Item #6, provided by the marketing firm BeatCreative, has been uploaded to the agenda, and a copy has been placed before them.

Acting City Manager Shadrix noted that City Attorney Geller will brief the City Commission on the situation regarding the Forest Lake Golf Course. **City Attorney Geller** briefed the City Commission on their motion from August 6th and the City's efforts to work out a solution. He summarized the proposed Seventh Amendment to the Ground Lease, recommending that the

City Commission deny, without prejudice, the request to assign the ground lease agreement from Forest Lake Golf Course to JA Hospitality, while allowing Forest Lake Golf Course the opportunity to return with the requested information.

Logan Opshal, Attorney with Lowndes Law Firm, addressed the City Commission to support the 60-day extension of the right-of-first refusal, as requested at the August 6th City Commission Meeting. He explained that they disagree with the Seventh Amendment to the Ground Lease, which is why they requested a meeting with staff before the current deadline of August 26th. He also clarified the 60-day right-of-first refusal and the terms of the purchase and sale agreement that were provided to them.

Commissioner Kennedy inquired about the issue with the setting of a meeting date and the timing of the execution of the Seventh Amendment to the Ground Lease Agreement. **Mr. Opshal** expressed his concerns regarding the amendment. In response, **City Attorney Geller** explained the Seventh Amendment to the Ground Lease Agreement and stated that he is not aware of any issues with it. Further discussion ensued on the request for a date to meet, and the request for the financials.

Motion: Move to deny the request to assign the Ground Lease Agreement from Forest Lake LLP to J.A. Hospitality dated June 26, 2024, without prejudice, due to multiple reasons, including but not limited to Forest Lake LLP's failure to provide complete financial and other information requested on multiple occasions by the City in order to make a determination; Moved by Commissioner Kennedy, seconded by Commissioner Firstner;

Commissioner Oliver inquired how much longer is left on the current lease. **Mr. Opshal** addressed his question. **Commissioner Oliver** further commented on protecting the interest of the City, and the need for the financial data in order to properly evaluate.

Motion carried 5-0.

• **PUBLIC COMMENTS 7:07 PM**

The following persons addressed the City Commission:

- **Jim Moyer, Ocoee Resident**, expressed congratulations to Dr. Lori Hart and soon-to-be Dr. Van Camp. He announced the upcoming national recognitions for the months of August and September, and updated the City Commission on the disbursement of CACOPD funds. He also provided an overview of upcoming events sponsored by the Police Department.
- **Dave Sargent, American Legion Post 109**, presented a proposal to expand the Veterans Memorial Recognition in the City. **Commissioner Wilsen** shared the City Commission has already spoken about memorial bricks being placed at the current Veteran's Memorial site, and requested a meeting with Mr. Sargent to determine the best location.
- **Brad Lomneck, Ocoee Resident**, apologized to Commissioner Wilsen for an outburst made last meeting. He also thanked the Mayor and Commissioner Kennedy for directing staff to initiate Item 4 on the Consent Agenda, and additionally requested that staff discuss the possibility of adding a turn lane. **Public Works Director Krug** addressed his comments on the turn lane.

• **CONSENT AGENDA 7:21 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-15; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy;

Commissioner Wilsen asked that, in regards to item #4, staff create a smooth transition when they proceed with the stop signs. **Public Works Director Krug** addressed her concern.

Commissioner Kennedy commented on items #4 and #15 and thanked staff for the work on these items.

Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held August 6, 2024, and Budget Workshop Meeting held August 12, 2024. **(City Clerk Sibbitt)**
2. Approval of the 2025 Holiday Schedule and Canceling Five (5) Scheduled Meeting Dates. **(City Clerk Sibbitt)**
3. Approval of Ocoee High School Homecoming Parade and Pep Rally on September 25, 2024. **(Acting Assistant City Manager Rumer)**
4. Approval of All-Way Stop Control (AWSC) Warrants and Conclusion Reports for Adair/Wurst and White/Montgomery Roads. **(Acting Assistant City Manager Rumer)**
5. Approval of 606 Ocoee Apopka Sports Training Center Large Scale Final Site Plan & Development Agreement - LS-2024-0002. **(Acting Assistant City Manager Rumer)**
6. Approval of the Scope of Services for the Marketing and Graphics Firms for the City of Ocoee's 100-Year Anniversary. **(Acting Support Services Director Gaines)**
7. Approval to Replace Electrical Panels at City of Ocoee Lift Stations 14, 15, 46, 47. **(Acting Utility Director Bolling)**
8. Approval of an Escrow Agreement with Lamberts Cable Splicing Company, LLC for Replacement of City's Force Main. **(Acting Utility Director Bolling)**
9. Approval of the First Amendment to the Development Agreement with GS Crown Point Owner, LLC. **(Concurrency & Commitment Coordinator McFarlane)**
10. Approval of Interlocal Agreement Between Orange County and City of Ocoee for Fire Dispatch Services. **(Deputy Fire Chief Van Camp)**
11. Approval of Wynwood Phase 1 & 2A Replat; Project No. LS-2024-004. **(Development Engineer Keaton)**
12. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for SYM Capital Partners, LLC for the Hampton Inn Ocoee. **(Development Engineer Keaton)**
13. Approval of Piggyback Uniform Vendor Contract. **(Police Lieutenant Olson)**
14. Approval of Stormwater Improvement Projects for 2024-2025 with Inliner Solutions. **(Public Works Director Krug)**

15. Approval of a Resolution Adopting the Vision Zero Philosophy and Action Plan.
(Redevelopment Program Manager Vaca)

• **FIRST READING OF ORDINANCE 7:28 PM**

16. First Reading of Ordinance for a Temporary Six (6) Month Moratorium on the Processing and Consideration of Development Approvals. (Acting Assistant City Manager Rumer)

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on September 17, 2024, at 6:15 PM or soon thereafter.

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

• **PUBLIC HEARING 7:30 PM**

17. Approval of a Resolution to Opt Out of the Live Local Act Property Tax Exemption.
(Concurrency & Commitment Coordinator McFarlane)

Acting Assistant City Manager Rumer provided a brief overview of the proposed resolution to opt out of the Live Local Act Property Tax Exemption. He explained the provisions that establish a new ad valorem tax exemption for newly constructed multifamily developments that offer affordable housing within specific income thresholds.

City Attorney Geller read the title of the resolution.

The public hearing was opened.

The following person addressed the City Commission:

- **Doug Gomer**, *Ocoee Resident*, inquired about the time period for the tax exemption. **Acting Assistant City Manager Rumer** addressed his question.

The public hearing was closed.

Motion: Move to approve Resolution No. 2024-10, to Opt Out of the Live Local Act Property Tax Exemption; moved by Commissioner Oliver, seconded by Commissioner Wilsen; Motion carried 5-0.

• **REGULAR AGENDA**

• **COMMENTS FROM COMMISSIONERS 7:34 PM**

Commissioner Oliver – Commented on the following:

- 1) Announced the commencement of the Clarke Road Project, which began as promised by the Acting City Manager.

**Regular City Commission
August 20, 2024**

- 2) Announced that he recently attended the Florida League of Cities Conference and discussed the sessions and how they provided good information and tools to help keep the city moving forward.
- 3) Reminded everyone that school is now back in session and urged drivers to be mindful of children walking and new drivers.
- 4) Read an inspirational quote.

Commissioner Firstner – Commented on the following:

- 1) Announced the Disaster Preparedness Sales Tax Holiday, which runs from August 21st through September 26th and reminded residents to stock up on supplies.

Commissioner Wilsen – Commented on the following:

- 1) Announced the Shred-It Event, taking place on September 14th, hosted by the Ocoee Police Department.
- 2) Announced that she received an email regarding school traffic, and urged residents to be mindful of safe driving practices.

Commissioner Kennedy – None

Mayor Johnson – Commented on the following:

- 1) Commented on the speed bumps in Village Greens and questioned if the City could afford to place similar speed bumps in areas of the City. **Acting City Manager Shadrix** addressed his comment.
- 2) Questioned a lawsuit over the road construction on Oakland Avenue. **Acting City Manager Shadrix** and **City Attorney Geller** informed him that they have no knowledge of said lawsuit.

• ADJOURNMENT 7:42 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

September 11, 2024

MINUTES

6:00 PM

TENTATIVE BUDGET PUBLIC HEARING

• CALL TO ORDER 6:00 PM

Mayor Johnson called the tentative budget hearing to order at 6:00 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.

• PUBLIC HEARING 6:00 PM

A. Mayor's Announcement

This is a public hearing on the tentative budget and proposed millage rate for the City of Ocoee. Notice of this hearing was contained in the Notice of Proposed Property Taxes mailed by the Property Appraiser. The City Commission has previously set a proposed millage rate of 4.950 mills which represents a 4.36% increase in millage over the rolled-back rate of 4.743 mills.

B. Briefing by City Attorney 6:01 PM

The preliminary millage rate set by the City Commission and contained in the TRIM Notice is 4.950 mills. The maximum millage rate, which may be levied by the City by regular majority vote for the 2024-2025 fiscal year is 7.0235 mills, such maximum millage rate having been determined pursuant to Section 200.185(3)(a), Florida Statutes. The establishment of a millage rate between 7.0236 mills and 7.7259 mills requires a two-thirds vote (super majority) of the membership of the City Commission (or 4 votes). The establishment of a millage rate between 7.726 mills and 10.000 mills requires a unanimous vote of the City Commission. Additionally, any millage rate adopted above the preliminary millage rate of 4.950 mills would require notice by first-class mail to each taxpayer. The tentative millage rate adopted at this hearing will become the maximum millage rate which may be adopted by the City Commission at the public hearing on the final millage rate. A unanimous vote or a two-thirds vote may be required to adopt the tentative millage rate as the final millage rate. At the final public hearing, the City Commission may adopt a millage rate which is less than the tentative millage rate.

C. Briefing by Finance Director 6:02 PM

Finance Director Roberts thanked Acting City Manager Shadrix and Acting Assistant City Manager Rumer for their guidance and assistance with the proposed budget, and further presented a PowerPoint which summarized the budget priorities and commitments for FY 2024-2025. Highlights in the presentation covered:

- Economic Highlights
- Retaining Employment
- Increasing Public Safety Costs for Police and Fire
- Rising Costs of Health Insurance
- Millage Rate Trends.

Mayor Johnson inquired about the handout placed at the dais and noted that the Recreation Department was not included. **Finance Director Roberts** addressed his concern.

Tentative Budget Public Hearing September 11, 2024

1. Public Comments 6:15 PM

Mayor Johnson opened the floor for public comments.

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, commended Finance Director Roberts and staff on a job well done on the budget. He thanked the City for flying flags at half-staff on Patriot's Day and provided a brief history overview of the day. **Mr. Moyer** requested that the City Commission earmark an amount of money, not less than \$15,000 for patriotic events throughout the year and also proposed setting aside no less than \$10,000 per fiscal year for patriotic projects for the next two fiscal years.

The Public Hearing was closed.

2. Commissioners Comments

Commissioner Oliver expressed that one major concern was public safety, and he thanked staff for being able to handle that and distinguish those concerns. He voiced that staff did a great job balancing the budget. He noted that the City already hosts patriotic events each year but expressed openness to adding more. He voiced his support for Mr. Moyer's efforts to highlight additional patriotic events.

Commissioner Firstner echoed Commissioner Oliver's comments and expressed satisfaction that the City was able to address the public safety issues. He urged the City Commission and staff to exercise caution, particularly with the Police and Fire Departments, as they are the largest departments with the biggest budgets. He also concurred that while the city celebrates patriotic holidays throughout the year, he supports adding more celebrations.

Commissioner Wilsen commended City staff for a great job on the budget. She expressed that it will be a very tight budget this year; however, the City will continue to move forward. She also thanked Acting City Manager Shadrix, Acting Assistant City Manager Rumer, and City Manager Frank for their role in putting the budget together, and keeping the millage rate at 4.950.

Commissioner Kennedy requested that Finance Director Roberts review information provided on the Fire Department. **Acting City Manager Shadrix** informed the City Commission that the fire fee has remained unchanged since its implementation, set at \$69.50 per fire protection unit. **Commissioner Kennedy** echoed the comments of the previous Commissioners and commended staff for a job well done on the budget. **Finance Director Roberts** noted that fire fees were \$710,000 in 2014, increased to \$2.9 million in 2022, and have remained flat since, with expectations of another increase in 2025.

Mayor Johnson commended the City Manager and staff on a job well done, stating that he is amazed at the great job staff does each year.

NOTE: RECESS (if needed) to recompute the proposed millage rate and rolled-back percentage increase.

D. Announcement by Finance Director: 6:29 PM

Finance Director Roberts announced the proposed millage rate remains at 4.95 mills which is 4.36 % greater than the rolled-back rate of 4.743 mills. This percentage is the proposed tentative increase in property taxes and would require a regular majority vote.

Mayor Johnson stated that Contingency Funds could be used during the requested budget cycle to help finance the patriotic events proposed by Mr. Moyer.

1. Public Comments 6:30 PM

Mayor Johnson opened the floor for public comments.

No speaker reservation forms were received; therefore, the public hearing was closed.

2. Commissioners Comments – None

E. Motion to Adopt the Tentative Millage Rate 6:31 PM

City Attorney Geller read the title of the ordinance.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ESTABLISHING A TENTATIVE MILLAGE RATE OF 4.95 MILLS FOR AD VALOREM TAXES FOR THE CITY OF OCOEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR MILLAGE ADJUSTMENT; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR A 4.36% IN MILLAGE RATE OVER THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Motion: Move that the City Commission adopt the tentative millage rate at 4.95 mills for the fiscal year beginning October 1, 2024, and ending September 30, 2025, providing for 4.36% increase in the millage rate over the rolled-back rate; Moved by Commissioner Oliver, seconded by Commissioner Kennedy. Motion carried 5-0.

F. Motion to Adopt the Tentative Budget 6:33 PM

City Attorney Geller read the title of the ordinance.

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

**Tentative Budget Public Hearing
September 11, 2024**

Motion: Move that the City Commission adopt the tentative budget as distributed along with the revisions resulting from the Budget Workshop for the fiscal year beginning October 1, 2024, and ending September 30, 2025; Moved by Commissioner Wilsen, Seconded by Commissioner Firstner. Motion carried 5-0.

Mayor Johnson announced the public hearing to consider the final millage rate, and final budget, is scheduled to be held Wednesday, September 18, 2024, at 6:00 PM in the City Hall Commission Chambers. The hearing has been advertised in accordance with the provisions of Section 200.065, Florida Statutes, and Section C-37 of Article VI of the Ocoee City Charter. The appropriate Ordinances necessary to adopt the Final Millage Rate and Final Budget will be prepared by City staff, and all other action necessary to comply with the requirements of Section 200.065, Florida Statutes, will be undertaken.

• ADJOURNMENT

The meeting was adjourned at 6:34 PM.

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: September 17, 2024
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval to Ratify Appointment of the Fifth Trustee to the General Employees' Pension Board. (City Clerk Sibbitt)

Background Summary:

Trustees for the Pension Board serve four (4) year terms, as amended in Ordinance 2009-020. The City Commission appoints two (2) of the trustees, two (2) are elected from the employee body, and the fifth trustee is chosen by those four (4) trustees and presented to the City Commission for certification of the appointment as a ministerial act.

At their meeting on August 7, 2024, the General Employees' Pension Board voted to appoint employee elected Trustee Gequita Cowan to serve as their board appointed Fifth Trustee to complete a four-year term expiring on September 30, 2026. At this time, no other applications have been received for serving on this board.

Issue:

Should the Honorable Mayor and City Commissioners ratify the appointment of Gequita Cowan as Fifth Trustee for the General Employees' Pension Board of Trustees with a term ending September 30, 2026?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners ratify the appointment of Gequita Cowan as Fifth Trustee for the General Employees' Pension Board of Trustees with a term ending September 30, 2026.

Attachments:

1. Ratification of 5th Trustee Seat, Ocoee General - Gequita Cowan
2. Board List

Financial Impacts:

None

Type of Item: Consent

From: [Tiffany Fair](#)
To: [Parks, Victoria](#)
Cc: [Chrissy Stoker](#)
Subject: Ratification of 5th Trustee Seat, Ocoee General - Gequita Cowan
Date: Friday, August 9, 2024 6:17:35 PM
Attachments: [image006.png](#)
[image007.png](#)

Good afternoon,

At the last quarterly pension board meeting, the board voted and appointed Gequita Cowan to serve in the 5th Trustee seat. The City Commission which shall, in accordance with the state law, ratify the appointment of the 5th Trustee seat as a ministerial act.

Can you please add this ratification to the next City Commission agenda. Please let me know when this is set to ratified so I can update the board.

Thank you,

Tiffany Fair, *Plan Administrator*

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General Employees' Retirement Trust Fund Board of Trustees

Commission Appointed	Email	Term Expires
Patricia Gleason, CPPT	pgleason@cfl.rr.com	9/30/26
Steven G. Sanders	sgstayfocus@yahoo.com	9/30/25
Board Appointed	Email	Term Expires
Vacant		9/30/26
Elected by Employees	Email	Term Expires
Gary Gleason	ggleason@ocoe.org	9/30/25
Gequita "Gee" Cowan, CPPT	gcowan@ci.ocoe.fl.us	9/30/26
City Liaison	Email	Term Expires
Jenetta Wilson <i>Human Resource Director</i>	Jwilson@ocoe.org	N/A

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Tampa, FL 33607

Lynn.Skinner@Salemtrust.com
(813) 301-1603



Meeting Date: September 17, 2024
Item #: 3

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Appointment of a Trustee to the Police Officer's/Firefighters' Retirement Board. (City Clerk Sibbitt)

Background Summary:

Trustees for the Pension Boards serve four (4) year terms, as amended in Ordinance 2010-019. The City Commission appoints two (2) of the trustees from the legal residential body of the City of Ocoee, two (2) are elected from the employee body (one (1) police officer and one (1) firefighter), and the fifth trustee is chosen by those four (4) trustees and presented to the City Commission for certification of the appointment as a ministerial act.

The term of police elected Trustee Bryan Pace expires on September 30, 2024, and he has indicated he is willing to complete the open vacant term, as the Commission appointed Trustee. Mr. Pace is a City of Ocoee resident and employee. In 2006, it was determined by Former Pension Attorney Lee Dehner that Florida Statutes do not prohibit current city employees from serving as the City Commission appointed Trustee. At this time, no other applications have been received for serving on this board.

Issue:

Should the Honorable Mayor and City Commissioners consider appointing Bryan Pace as City Commission appointed Trustee for the Police Officers' and Firefighters' Retirement Board with a term ending September 30, 2025?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners appoint Bryan Pace as City Commission appointed Trustee for the Police Officers' and Firefighters' Retirement Board with a term ending September 30, 2025.

Attachments:

1. Board Application
2. Board List

Financial Impacts:

None

Type of Item: Consent



Request for Confidential or Exempt Status

(Please print clearly)

Florida law allows certain persons to request that an agency not publicly disclose specific identification and/or location information contained in any of its agency records. Please refer to Section 119.071, Florida Statutes, or other applicable law for scope of protection which may include home address, phone numbers, photographs, and date of birth.

I, Bryan Pace am filing this request with the City of Ocoee City Clerks Department for confidentiality or exemption from a public records request of certain information as allowed in accordance with Section 119.071, Florida Statutes, or other applicable law.

As a Police Officer (state basis for exemption) I am covered under section 119.071, Florida Statutes, or other applicable law and hereby request that all information specified in law pertaining to me and my family, be maintained as confidential or exempt.

Pursuant to section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

Bryan Pace
Signature

9/9/24
Date



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@occoee.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Bryan Pace E-mail Address bpace@occoee.org

Home Address [REDACTED]

Phone [REDACTED] City Resident at Least 6 Months? ☒ Yes ☐ No City District #

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Ocoee Police Dept. Position Lieutenant

Business Address 646 Ocoee Commerce Pkwy

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

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

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

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

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

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

Is this for Reappointment? ☐ Yes ☒ No

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

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

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.

Is a Resume Attached? ☐ Yes ☒ No

Education: Bachelors of Business Administration Columbia Collge

Experience: Currently serving a Chairman of the Police and Fire Pension board with approximately 8 years of experience as a trustee.

Special Knowledge or Skills: Certified Public Pension Trustee per FPPTA.

Community/Civic Organizations & Involvement: Member of winter Garden Elks

Hobbies or Special Interests: Family

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

Race

- ☐ African-American
- ☐ Asian- American
- ☐ Hispanic-American
- ☐ Native American
- ☒ Caucasian

Gender

- ☒ Male
- ☐ Female

Disability

- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Bryan Pace Date 9/9/24

Police Officers’/Firefighters’ Retirement Trust Fund Board of Trustees

Commission Appointed	Email	Term Expires
William Maxwell	wemaxcom@aol.com	9/30/26
Vacant		9/30/25
Board Appointed – Fifth Trustee	Email	Term Expires
Joe Moy	Jmoy66@hotmail.com	9/30/25
Elected by Employees	Email	Term Expires
Trey Littlefield – Fire Dept. Elected	tlittlefield@ocoe.org	9/30/25
Bryan Pace - Police Dept. Elected	bryan.pace@ci.ocoe.fl.us	9/30/24

CONSULTANTS

Attorney:

Pedro A. Herrera, Esq.
David Robinson, Esq.
Jessica De la Torre Vila
Sugarman Susskind
100 Miracle Mile
Suite 300
Coral Gables, FL 33134

pherrera@sugarmansusskind.com
drobinson@sugarmansusskind.com
jess@sugarmansusskind.com
(305)529-2801
(305)447-8115 fax

Consultant:

The Bogdahn Group
4901 Vineland Road, Suite 600
Orlando, FL 32811

(863) 293-8289
(863) 292-8717 (Fax)
mikew@bogdahnconsulting.com

Actuary:

Foster and Foster, Inc.
13420 Parker Commons Boulevard, Suite 104
Fort Myers, FL 33912

(239) 433-5500
(239) 481-0634 (Fax)
data@foster-foster.com

Custodian:

Fiduciary Trust
Amed Avila
2 Alhambra Plaza, Penthouse 1-A,
Coral Gables, FL 33134

tel 305-349-2376
fax 305-372-8566
email aavila@ftci.com

Plan Administrator:

Benefits USA
3810 Inverrary Blvd., Suite 303
Lauderhill, FL 33319

(954) 730-2068 x 203
(954) 730-0738 (Fax)
pete@benefits-usa.org



Meeting Date: September 17, 2024
Item #: 4

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Renewal of a Contract with the McKinnon Corporation for Economic Development and Transportation Consultant Services. (Acting Assistant City Manager Rumer)

Background Summary:

The City currently utilizes McKinnon Corporation consulting for economic development and transportation services for regional and local economic development and transportation systems development efforts. In 2019, the City Commission authorized this approach over traditional staffing. Scott Boyd of the McKinnon Corporation has extensive experience working with state and local agencies to help make major roadway projects a reality and utilizes extensive relationships with regional partners.

The renewal contract is for 12 months at \$5,000 per month for a total of \$60,000. With this contract, the City would still realize savings versus hiring inside staff, which would take extensive onboarding time to develop the local relationships and lobbying firms that can navigate the Central Florida transportation agencies.

Issue:

Should the Honorable Mayor and City Commissioners execute a contract renewal with McKinnon Corporation for economic development and local and regional transportation consulting?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve to execute a contract renewal with McKinnon Corporation for economic development and local and regional transportation consulting.

Attachments:

1. Scott Boyd City of Ocoee Contract - 2025

Financial Impacts:

Development Services has budgeted adequate funding in Contractual Services to fund this.

Type of Item: Consent

Client Consulting Agreement

THIS CONSULTING AGREEMENT ("Agreement") is entered into as of _____ by and between the City of Ocoee ("Client" or "City"), a municipal corporation existing under the laws of the State of Florida, with its principal place of business at 1 N. Bluford Avenue, Ocoee, Florida 34761 and McKinnon Corporation, ("Consultant"), a Florida corporation, with its principal place of business at P.O. Box 979, Oakland FL 34760. (Client and Consultant are each referred to herein as a "Party" and collectively as the "Parties")

In consideration of the mutual promises and covenants set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the Parties hereby agree as follows:

ARTICLE I -AGREEMENT AND DUTIES

Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, Client retains Consultant to provide certain defined services and Consultant agrees to provide such services.

Scope of Work. Consultant's services ("Services") shall be rendered in accordance with professional standards and shall be those assigned by the City Manager with duties including but not limited to:

- Promotion of the City to local, state and federal transportation agencies including but not limited to:
 - " Local municipalities
 - " Orange County
 - " Central Florida Expressway Authority
 - " Florida Department of Transportation
 - " Federal Highway Administration
- Meeting weekly and providing updates and recommendations to the City Manager and/or the Assistant City Manager.
- Assisting the City with state and local legislative transportation matters.

ARTICLE II- COMPENSATION AND PAYMENT TERMS

A monthly fee of \$5,000 shall be paid to Consultant in monthly installments on the first day of each month.

Unless prior approval of the City Manager is obtained, the Scope of Work and responsibilities of Consultant does not include the following expenses:

- Travel expenses.
- Admission or sponsorship fees for conferences, events and organizations.

Any of the foregoing expenses to be incurred by Consultant shall first be approved in writing by the City Manager and shall be reimbursed to Consultant within thirty (30) days following submittal of an expense reimbursement form acceptable to the City and in accordance with the Florida Prompt Payment Act.

ARTICLE III- TERM AND TERMINATION

Term. The term of this Agreement is approximately twelve **(12)** months, beginning on October 1, 2024 through September 30, 2024 (the "Term").

Renewals: This Agreement shall renew automatically under the same terms for up to two **(2)** twelve **(12)** month renewals beginning on October 1, 2025.

Termination: Termination of this Agreement may be with or without cause and may be done by either Party with a 30 day written Notice of Termination.

ARTICLE IV- PUBLIC RECORDS

Public Records. Each Party acknowledges that the City is bound by Florida's public records law. Consultant agrees to comply with public records law in accordance with chapter 119, FS, and more specifically as follows:

1. Keep and maintain public records required by the City to perform the service described in this Agreement.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, FS, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law (a) for the duration of the Agreement Term; and (b) following completion of the Agreement if the Consultant does not transfer the records to the public agency.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK MELANIE SIBBITT, at (407)-905-3100, extension 1026, msibbitt@ocoee.org. mailing address: 1 N. Bluford Avenue, Ocoee, Florida 34761.

ARTICLE V- MISCELLANEOUS

Status. The Consultant shall be deemed an independent contractor for purposes of this Agreement and in connection therewith. Neither Party shall have the authority to bind the other nor shall represent to third parties that it does have such authority.

Compliance with Law. Both parties shall comply with all federal, state and local laws, regulation, rules, ordinances and orders of any kind, which are applicable to performance hereunder.

Conflicts. During the Term of this Agreement, Consultant may continue to represent other organizations including private companies, other municipalities and government agencies. Should any matter come before the City Commission, a City board, or City staff in which Consultant represents another Party, Consultant shall notify the City and shall not participate in negotiations for either Party except as requested to do so by the City.

Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Default. In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof the non-breaching Party may (a) terminate this Agreement immediately upon written notice to the Party in breach; and (b) exercise all remedies afforded to it under Florida law.

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.

Force Majeure. If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident; strikes or labor disputes, inability to procure parts, supplies or power; war or other violence; any

law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected shall, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the Party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

Notices. Any notice or communication from one Party to the other shall be in writing and shall be effective, when personally delivered to the party for whom intended or the day following deposit when sent by overnight courier or three (3) days following deposit of the same into the United States mail (certified mail, postage prepaid and return receipt requested) addressed, to such other Party at the address specified below or such other address as either Party may from time to time designate in writing to the other Party. All notices and other correspondence directed to Consultant shall be addressed to:

McKinnon Corporation
P.O. Box 979
Oakland, FL 34760

All notices and other correspondence directed to Client shall be addressed to:

City of Ocoee City Manager
1 N. Bluford Avenue Ocoee,
FL 34761
Craig.Shadrix@occoee.org

Legal Action and Entire Agreement. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Florida. Any action or proceeding brought by either Party against the other arising out of or related to the Agreement shall be brought only in a state or federal court of competent jurisdiction located in Orange County, in the state of Florida and the parties hereby consent to the personal jurisdiction of said courts. This Agreement constitutes the entire agreement between Consultant and Client with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of Client and by Consultant. In the event of any action to enforce the terms of this Agreement the prevailing Party shall be entitled to all attorneys' fees, court costs and other expenses incurred both at the trial and appellate level.

Time is of the Essence. Time is of the essence under this Agreement.

Survivability. The provisions of Article IV (relating to Public Records) and Article V (regarding legal action) shall survive the expiration or termination of this Agreement, except as expressly stated therein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

CLIENT: City of Ocoee

By: Craig Shadrix, City Manager

CONSULTANT: McKinnon Corporation

CITY OF OCOEE SIGNATURE PAGE
Client Consulting Agreement
Scott Boyd / City of Ocoee Contract 2025

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

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

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20__.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STAFF REPORT

Meeting Date: September 17, 2024
Item #: 5

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Craig Shadrix

Subject: Approval for Renewal of the E-Payment Services Agreement with Point & Pay, LLC and Client Application. (Finance Director Roberts)

Background Summary:

In 2015, the City Commission approved an E-Payment Services Agreement with Point & Pay, LLC. The Agreement provides for automatic one-year renewals.

Finance reviewed the fees charged for credit card payment transactions and determined current fees are consistent with or lower than fees charged throughout the industry. E-Check fees were reduced to \$1.00 in a negotiated fee structure in 2020.

All other terms and fees remain unchanged from the original 2015 agreement.

Point & Pay, LLC has proven to be a reliable partner for the City.

Issue:

Should the Honorable Mayor and City Commissioners approve the renewal of the E-Payment Services Agreement with Point & Pay, LLC?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the renewal of the E-Payment Services Agreement with Point & Pay, LLC.

Attachments:

1. City of Ocoee Agreement

Financial Impacts:

None. All electronic payment fees are born by the customer. Estimated fees are approximately \$13,000 monthly.

Type of Item: Consent

POINT AND PAY, LLC

E-PAYMENT SERVICES AGREEMENT

PARTIES:

Point and Pay, LLC ("**PNP**") d/b/a Point & Pay
A subsidiary of NAB, doing business in Delaware

City of Ocoee, FL

SECTION 1 E-PAYMENT SERVICES

1.1 ACCESS TO PAYMENT MODULES

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Onboarding**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Onboarding form. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**SERVICES DESCRIPTION**").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("**e-Check**"). A "**Debit Card**" is a valid payment card with a VISA, MasterCard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "**Credit Card**" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, MasterCard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("**MasterCard**"), Visa International ("**VISA**"), Discover Network ("**Discover Network**"), American Express ("**AXP**") (collectively, the "**Rules**") and National Automated Clearing House Association rules and regulations ("**NACHA Rules**"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Onboarding form to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate that uses the Services shall complete a Client Onboarding form prior to commencement of the Services after which

PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 CLIENT REPRESENTATIVES

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 PAYMENT DEVICE TRANSACTIONS

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 E-CHECK TRANSACTIONS ACH AUTHORIZATIONS

1.4.1 DEFINITIONS

1.4.1.1 "ACH Entry" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("**Debit Entry**") or a debit to a designated account ("**Credit Entry**");

1.4.1.2 "ACH System" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 E-CHECK TRANSACTIONS. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services

to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("**ODFI**") with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 SERVICE PROMOTION

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Bill inserts, counter displays, and announcements in Client's newsletter
- Main website page announcements with an easily accessible, one-click link to payments page.
- Pre-recorded phone message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 TRADEMARK LICENSE

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way

which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 CLIENT LOGO LICENSE

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 SERVICES TRANSACTION FEE

PNP will charge the transaction fee to use the Services set forth on the Client Onboarding form. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 ACTIVATION AND MONTHLY FEES

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Onboarding form. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 CHARGEBACKS AND RETURNS

Unless otherwise specified in the Client Onboarding form, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH DEBIT OF FEES

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing

House (“ACH”) Authorizations to credit and debit Client’s bank account as set forth on the Client Onboarding form attached as Exhibit B, or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 NO TRANSFER OR LICENSE

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, “**Intellectual Property Rights**” means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 OWNERSHIP AND USE OF PNP MATERIALS

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client’s personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party,

including Client’s end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 REVERSE ENGINEERING

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP’s intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 CONFIDENTIAL INFORMATION

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, “**Confidential Information**” means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and

techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 EXCLUSIONS

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 FAILURE TO COMPLY

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 SURVIVAL

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 WARRANTIES

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 DISCLAIMERS

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 DAMAGES AND LIABILITY LIMIT

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 REFUSALS OF PAYMENT

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 ERRORS AND OMISSIONS

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 BANK ACTIONS

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standards ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at: <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client may not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 TERM

The initial term of this Agreement will commence on the Effective Date and will end on the Third (3rd) anniversary of the Effective Date (the **"Initial Term"**). This Agreement will automatically renew for successive one (1)-year terms (each, a **"Renewal Term,"** and the Initial Term and any Renewal Term may be referred to as a **"Term"**). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 IN THE EVENT OF BREACH; EFFECT ON AFFILIATES

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach (**"Notice"**).

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this

Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 MODIFICATION/DISCONTINUATION OF THE SERVICE

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Onboarding form. PNP shall initiate such deposits as specified on the attached Client Onboarding form. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of _____Florida_____ without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Client Onboarding

If to PNP: Point and Pay, LLC
110 State Street East
Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or

represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the “Effective Date”).

Point and Pay, LLC

City of Ocoee, FL

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

SERVICES DESCRIPTION

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client on the Client Onboarding form. Applicable fees, if any, for Client's elections are set forth on the Client Onboarding form. The Services include support and training outlined below at no additional charge to Client.

SERVICE MODULES

- **COUNTER MODULE.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) devices.
- **WEB MODULE.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Onboarding form under "Other Fees."
- **INTERACTIVE VOICE RESPONSE (IVR) MODULE.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Onboarding form in section, "Other Fees."

CUSTOMER PAYMENT METHODS

Each of the Service Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check. Some of the hardware options for the Counter Module provide contactless and digital wallet (i.e., Apple Pay, Google Pay) capabilities.

TRAINING

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

SUPPORT

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

EXHIBIT B
CLIENT ONBOARDING



Meeting Date: September 17, 2024
Item #: 6

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. (Police Chief Ogburn)

Background Summary:

The Institute of Police Technology is awarding the City of Ocoee Police Department \$10,000.00 in grant funding to support Florida's Bicycle Pedestrian Focused Initiative of Communication and High Visibility Enforcement. These funds aim to use law enforcement to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in severe and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

Issue:

Should the Honorable Mayor and City Commissioners authorize the Mayor to sign the Letter of Agreement and Contract to accept the additional \$10,000.00 made available to the Ocoee Police Department through Florida's Bicycle Pedestrian Focused Initiative of Communication and High Visibility Enforcement Grant?

Recommendations:

It is recommended that the Honorable Mayor and City Commissioners authorize the Mayor to sign the Letter of Agreement and Contract to accept the additional \$10,000.00 made available for the Ocoee Police Department through Florida's Bicycle Pedestrian Focused Initiative of Communication and High Visibility Enforcement Grant.

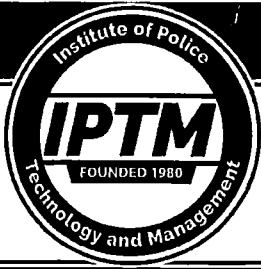
Attachments:

1. Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program

Financial Impacts:

An additional \$10,000.00 in grant funding has been made available to the Ocoee Police Department through Florida's Bicycle Pedestrian Focused Initiative of Communication and High Visibility Enforcement Grant. There is no financial impact on the city.

Type of Item: Consent



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2024

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G2X22

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Ocoee in the amount of \$10,000.00. Under the contract, Ocoee Police Department will conduct overtime high visibility education and enforcement operations through May 9, 2025.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Angel Williams". The signature is fluid and cursive.

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Ocoee ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 9, 2025.

Total contract amount will not exceed \$10,000.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract G2X22. All services must be completed by May 9, 2025. The final invoice must be received by June 6, 2025 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. **PURPOSE:**

In 2022, 3,553 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (786) and more than 6% were bicyclists (220).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. **IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. **VENDOR SERVICES AND RESPONSIBILITIES:**

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐ Only Tier 1 locations shall be worked from contract execution through May 9, 2025

☐ Only Tier 2 locations shall be worked from contract execution through May 9, 2025

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices.*" To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" **prior to June 30, 2023.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- | | |
|------------------|--|
| Intense: | Enforcement activities are over and above what normally takes place. |
| Frequent: | Enforcement occurs often enough to create general deterrence. |
| Visible: | A majority of the public sees or hears about the enforcement. |

Strategic: Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 28, 2025.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

**FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN**

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐ Only Tier 1 locations shall be worked from contract execution through May 9, 2025.
☐ Only Tier 2 locations shall be worked from contract execution through May 9, 2025.
☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$10,000.00

EXHIBIT "C"

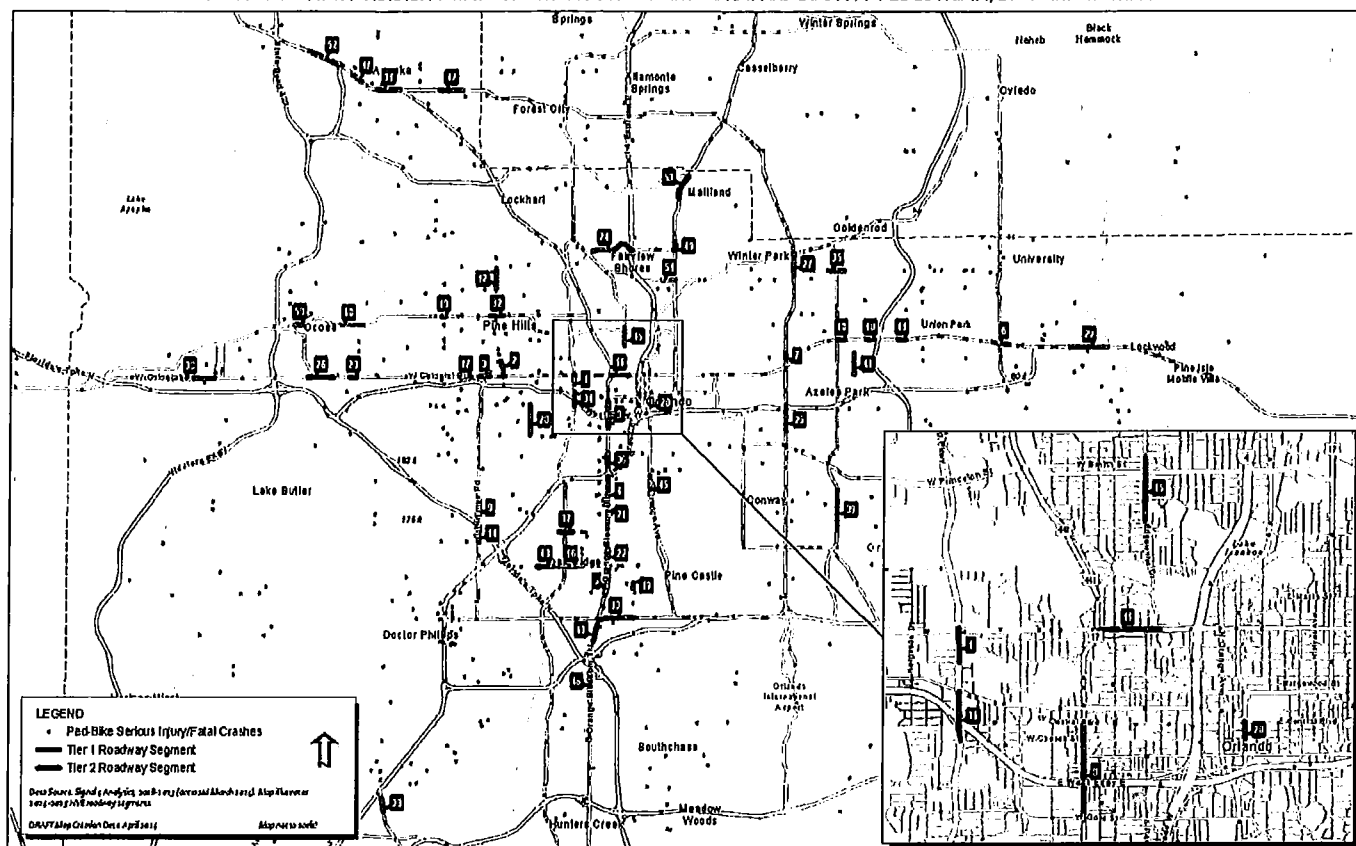
**Locations for Ocoee Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign**

Rank	Roadway Name	From	To	Tier	Time Range		Day of the Week
					From	To	
23	West Colonial Drive	Jacob Nathan Boulevard	Citrus Oaks Avenue	1	1800	2300	Monday, Wednesday, Friday, Sunday
26	West Colonial Drive	Maguire Road	Blackwood Avenue	1	200	2300	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday
48	E Silver Star Road	1st Street	Lake Johlo Road	2	1100	2200	Tuesday, Friday, Saturday, Sunday
50	W Silver Star Road	W Circle Key Drive	N Bluford Avenue	2	1300	2300	Monday, Wednesday, Friday

Data Source: Crash Analysis Reporting System 7/1/2018-6/30/2023 (downloaded March 2024). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

EXHIBIT "C"

2024-2025 HIGH VISIBILITY ENFORCEMENT PROGRAM - ORANGE COUNTY PEDESTRIAN/BICYCLE SEGMENTS



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

Vince Smyth, Associate Vice President

Date _____

Cameron Pucci, Director

Date _____

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Ocoee

Address: 150 N Lakeshore Dr, Ocoee, FL 34761

Vendor's Authorized Agent Signature

Date _____

Printed Name

Title

-DocuSigned by:

Chris Craig

07/02/2024 | 10:34 AM EDT

FDOT APPROVAL

Exhibit "D"

FY2024 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G2X22. A final invoice must be received by June 6, 2025 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA
 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xi. **Indemnification and Insurance.** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.



Meeting Date: September 17, 2024
Item #: 7

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Interlocal Agreements for Police Dispatching Services between the City of Winter Garden, the Town of Windermere, and the City of Ocoee. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department is requesting to renew the contract with the City of Winter Garden for police dispatching services. Dispatching services for FY 2024-2025 will cost \$711,584.00. The cost for dispatching shall not exceed a 5% increase for subsequent fiscal years, 2025-2026 and 2026-2027. The City of Winter Garden Commission has approved the proposed contract. Additionally, as the City of Winter Garden provides dispatch services for the Town of Windermere, there is an additional Interlocal Agreement that allows the City of Winter Garden to continue its current practice of dispatching Windermere Police units on the City of Ocoee radio talk groups.

Issue:

Should the Honorable Mayor and City Commissioners approve the contract with the City of Winter Garden for Police Communication Services and the Sub-Interlocal Agreement with the City of Winter Garden, the Town of Windermere, and the City of Ocoee?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve the Interlocal Agreement for Police Dispatching Services with the City of Winter Garden for Police Communication Services and the Sub-Interlocal Agreement with the City of Winter Garden, the Town of Windermere and the City of Ocoee.

Attachments:

1. Interlocal Agreement for Police Dispatching Services between City of Winter Garden and City of Ocoee
2. Interlocal Agreement for Police Dispatching Services between the City of Winter Garden, Town of Windermere, and City of Ocoee

Financial Impacts:

The cost for dispatching services for FY 2024–2025 will be \$711,584.00 with a maximum 5% increase for subsequent Fiscal Years 2025-2026 and 2026-2027.

Type of Item: Consent

INTERLOCAL AGREEMENT FOR POLICE DISPATCHING SERVICES
between
CITY OF WINTER GARDEN, FLORIDA
and
CITY OF OCOEE, FLORIDA

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Winter Garden, a Florida Municipal Corporation, hereinafter referred to as "WINTER GARDEN", whose mailing address is 300 West Plant Street, Winter Garden, FL 34787 and the City of Ocoee, a Florida Municipal Corporation, hereinafter referred to as "OCOEE", whose mailing address is 150 N. Lakeshore Drive, Ocoee, FL 34761:

WITNESSETH:

WHEREAS, WINTER GARDEN currently operates and maintains modern emergency communications facilities capable of receiving and dispatching public safety personnel; and

WHEREAS, Ocoee's dispatching services are currently undertaken by the City of Winter Garden personnel utilizing equipment owned by Orange County (the "Ocoee Dispatching Equipment") and maintained by Ocoee; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this Agreement to provide superior communications services for the benefit of both agencies, more particularly herein; and

WHEREAS, Winter Garden owns and maintains a twenty-four (24) hour public safety communications center located at the Winter Garden Police Department, 235 West Plant Street, Winter Garden, FL (the "Winter Garden Communications Center"); and

WHEREAS, Ocoee recognizes this agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and has requested Winter Garden to provide dispatching services for the Ocoee Police Department from the Winter Garden Communications Center and has agreed to be bound by the provisions of this interlocal agreement; and

WHEREAS, Winter Garden recognizes this agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and has agreed to provide dispatching services for the Ocoee Police Department from the Winter Garden Communications Center and has agreed to be bound by the provisions of this interlocal agreement; and

NOW THEREFORE, in consideration of mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between the City of Winter Garden and City of Ocoee.

SECTION 1: WINTER GARDEN'S RIGHTS AND RESPONSIBILITIES

- A. Winter Garden shall provide twenty-four (24) hour police dispatching services for the Ocoee Police Department in response to "911" calls, receive and process ten-digit

telephone calls for emergency service, direct dial, or other agency request for the service provided within the areas of the City of Ocoee's jurisdiction.

Winter Garden agrees to answer all "911 PSAP" calls at its public safety answering point in the following time frame for Ocoee calls for service:

Percentage of Time	95%	96%	97%
Seconds Answered In	5 Seconds	7.5 Seconds	10 Seconds

The percentage of time in answering the calls for service shall be calculated over a given month period.

- B. Winter Garden will receive and transfer emergency medical and fire calls for service, including notifications for automatic fire alarms, and automatic aid and mutual aid for fire services to Orange County, as agreed upon pursuant to a separate Interlocal Agreement for Fire Dispatch Services between the City of Ocoee and the Orange County Fire Services Division or such comparable agreement as may be entered into between Ocoee and Orange County subsequent to the date of this agreement or as otherwise directed by Ocoee in the event the foregoing agreement with Orange County terminates. This agreement in no means shall imply that the City of Winter Garden shall or will track statistical data related to the calls for emergency medical and fire services within the City of Ocoee.
- C. Winter Garden shall electronically provide a Winter Garden Communications Division Policies and Procedures manual outlining formally established regulations to Ocoee and shall provide Ocoee with any updates thereof.
- D. Winter Garden shall keep adequate records and recordings including assignment of appropriate means of identification of Calls for Service and provide access to this information to Ocoee law enforcement officers or the general public as required by the appropriate public records laws.
- E. Winter Garden shall provide access to Ocoee law enforcement personnel, 24 hours a day, seven days a week, to information contained within the Florida Crime Information Center (FCIC) system, National Crime Information Center (NCIC) system and Orange County Sheriff's Computer System. The Orange County Sheriff's records shall be limited to those records that the Sheriff deems appropriate to share with neighboring law enforcement agencies. Winter Garden shall not be responsible for errors contained within the aforementioned system regarding information entered into the system by any other agency. In addition, Winter Garden shall not be responsible for loss of service or access to the aforementioned systems due to circumstances beyond Winter Garden's control. This is to include, but not limited to: Disasters, instances when the system is down due to work by the Florida Department of Law Enforcement, the Orange County Sheriff's Office, Florida Crime Information Center system or the National Crime Information Center system or other networks connected to these systems of which Winter Garden does not control; routine maintenance; or unforeseen computer problems of Winter Garden owned equipment or the Ocoee Dispatching Equipment.

- F. Winter Garden shall enter law enforcement information into the FCIC and/or NCIC system upon the order of a duly certified law enforcement officer of the City of Ocoee according to the laws, rules and regulations of the Florida Department of Law Enforcement (FDLE), FCIC and NCIC.
- G. Winter Garden shall provide written notification to Ocoee when any record is canceled and/or modified in accordance with FDLE, FCIC and/or NCIC standards. Winter Garden will notify the Ocoee Police Chief or his designee of cases that require validating. The validation confirmations shall be returned to Winter Garden within 20 days of mailing date. In addition, Winter Garden shall maintain records in accordance with the aforementioned agency standards including removing entered information when the proper validations and/or documentation are not received by Winter Garden from Ocoee and Winter Garden shall not be held liable for any consequence due to the removal of the record according to the above agency standards. The Winter Garden Chief of Police reserves the right to remove any and all records from the aforementioned system(s), after notification to Ocoee for failing to validate the records in accordance with the rules and regulations established by the Florida Department of Law Enforcement.
- H. Winter Garden shall maintain records of all entries and cancellations in the aforementioned system for review by the City of Winter Garden's Administration, the Florida Department of Law Enforcement and the City of Ocoee or the public as authorized by public records laws. Winter Garden shall also maintain all 911 recordings and dispatch recordings for review by the City of Winter Garden's Administration, the Florida Department of Law Enforcement and the City of Ocoee or the public as authorized by public records laws.
- I. Winter Garden shall provide dedicated dispatching circuit(s) linking Winter Garden to Ocoee for the purposes of mobile computer terminals, printing or stationary computers.
- J. Unless requested by Ocoee, Winter Garden will not record any talk groups not covered by Winter Garden's maintenance contract and if any additional talk groups are requested to be monitored by Ocoee, Ocoee shall pay for any associated costs.
- K. All Ocoee records maintained by Winter Garden pursuant to this agreement shall be maintained and retained by Winter Garden in accordance with the applicable records retention schedule.
- L. Ocoee agrees to provide Winter Garden with the necessary equipment for recording said talk groups. Winter Garden will continue to record the foregoing as part of the services provided under this agreement. Ocoee shall be responsible for any maintenance to the recording equipment used for the sole purpose of recording Ocoee's transmissions.

- M. Winter Garden accepted the Ocoee Dispatching Equipment and utilizes it in connection with the providing of the services required by this agreement. Following Winter Garden's acceptance thereof, Ocoee shall maintain maintenance contracts for the Ocoee Dispatching Equipment and portable radios provided to Ocoee's personnel and shall be responsible for any and all associated costs.
- N. Winter Garden will be available to hold quarterly meetings with Ocoee to discuss operational issues related to this agreement.

SECTION 2: OCOEE'S RIGHTS AND RESPONSIBILITIES

- A. On the effective date of this agreement, Ocoee must have the necessary software to be compatible with Winter Garden's computer aided dispatch system, CAD, reporting system and records management system. Throughout the term of this agreement and unless otherwise agreed to between the parties, Ocoee agrees to and understands that Winter Garden shall continue to upgrade the aforementioned systems as software and/or hardware becomes available and that Ocoee shall upgrade the necessary software and/or hardware to ensure that the aforementioned software and/or hardware provide for the best public safety responses to their respective communities. Every effort will be made to ensure that this is a coordinated effort between the respective cities but in no way restrict Winter Garden from upgrading its system. Ocoee understands that under the terms of this agreement, it shall be responsible for ensuring that it maintains a maintenance agreement with the records management system vendor and any respective vendor(s) to ensure the software's efficient functioning that are not otherwise outlined and/or contained herein under the terms of this agreement.
- B. Ocoee under the terms of this interlocal agreement shall maintain a T-1 communications line between the City of Winter Garden and the City of Ocoee for means of communicating data transmissions between the respective cities. The City of Winter Garden shall be the responsible party to ensure that the line is operating from the Information Technology equipment (server) maintained by the City of Winter Garden to the router which will be located at the City of Ocoee. Any equipment on the opposite side of the router located at the City of Ocoee shall remain the responsibility of the City of Ocoee Information Technology Department.
- C. Ocoee shall observe the instructions and procedures to be provided by Winter Garden for the use of radios and for coordination of dispatching efforts under the terms of this agreement. Ocoee may have a representative coordinate with the representative of Winter Garden with respect to the revisions or other updates as necessary to the Winter Garden Communications Center policies and procedures manual. Ocoee shall enforce the policies of such with its own members.
- D. Ocoee shall provide radio equipment for use by Ocoee's personnel to include handheld (portable) and/or vehicle mounted (mobile) radios that are capable of

communicating with the Winter Garden Communications Center.

- E. Ocoee shall retain ownership of the portables and mobiles under their control and shall be responsible for all associated costs of maintenance of and/or replacement of such. Ocoee also may be charged a fee for any and all programming, updates, modifications, or changes in the Winter Garden Communications system for the City of Ocoee to include console, portable, or mobile programming. Any costs incurred by Winter Garden for the specific aforementioned services shall be negotiated in advance with the Ocoee signatory agent or designee.
- F. In situations where the Ocoee Chief of Police or his designee directly dispatches police units, the Winter Garden Communications Center is to be notified as soon as possible as to the location and nature of the call to which the Ocoee unit has been dispatched.
- G. Ocoee shall provide the Winter Garden Communications Manager with a list of persons who are authorized to direct the dispatching of police units for Ocoee city business and shall provide a list of all duly sworn and employed Ocoee police personnel, contact phone numbers, and pager numbers of such.
- H. Ocoee is responsible for any costs associated with the recording of police talk groups that are not covered under the City of Winter Garden's maintenance contract.
- I. Ocoee shall be responsible for giving all data to Winter Garden which may be needed for Winter Garden to update all Ocoee records entered by Winter Garden into the FCIC and/or NCIC system in accordance with FDLE established policy and procedures. This is to include ensuring the validation process of the records is conducted in a manner consistent with established rules and regulations.
- J. In order for the Winter Garden Communications Division to comply with validation policies set forth by the Florida Department of Law Enforcement, Florida Crime Information Center system and the National Crime Information Center system, Ocoee will be required to send a copy of the initial and/or recovery request, on acceptable forms as agreed upon by the Winter Garden Communications Division to the Communications Center not to exceed forty-eight (48) hours after the original request for entry. If this request is not received, the Winter Garden Communications Division may cancel the entry from the system and will provide written notification to the Ocoee Chief of Police.
- K. Validations are accomplished by reviewing the original entry and current supporting documents and recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry file, or other appropriate source or individual. The original report shall be maintained by the Ocoee Police

Department and all contacts for validation of said records will be the sole responsibility of the Ocoee Police Department. When the entries are validated, Ocoee shall forward notification to the Winter Garden Communications Division with the case numbers and case status. Any failure by the Ocoee Police Department to validate the records within the 20 days provided under this agreement may result in the record being canceled from the appropriate FCIC/NCIC system.

- L. This agreement in no way restricts the response patterns of the City of Ocoee, allowing Ocoee to dictate the number and type of emergency units that should be deployed on each type of emergency call in Ocoee or any other jurisdiction to which Ocoee provides service.
- M. Ocoee agrees that the 911 surcharge monies collected by Orange County on behalf of Ocoee shall be directed to and made payable to the City of Winter Garden since Winter Garden shall be the answering point for the 911 calls originating out of the City of Ocoee.
- N. Ocoee agrees and fully understands that Winter Garden may agree at a later date to provide a talk group on Winter Garden's 700/800 trunked radio system, however, Winter Garden makes no guarantee either written or implied as to the coverage of the radio system within the coverage area of Ocoee's emergency response area. Ocoee further understands and agrees that at any time in the future, the City of Winter Garden may negotiate the institution of a user fee for the use of radio equipment owned and operated by the City of Winter Garden for the transmission and receiving of radio communications. Any fees shall be agreed upon by both parties to this agreement and would be considered operational services and outlined in an addendum to be attached at a later date.
- O. The Ocoee Dispatching Equipment has been delivered by Ocoee to Winter Garden at Winter Garden's Communications Center for use by Winter Garden in providing the services required under this agreement. Ownership of the Ocoee Dispatching Equipment shall not be changed by virtue of this agreement.
- P. The City of Ocoee shall be the responsible party to ensure that the necessary programming of their PBX System occurs and that all non-emergency 10-digit communication lines are transferred to the designated phone number at the City of Winter Garden. Costs associated with this programming shall be the responsibility of the City of Ocoee.
- Q. Ocoee shall be responsible for the maintenance of the individual laptops assigned to their personnel and owned by the City of Ocoee under the terms of this agreement.
- R. Ocoee understands that in order to ensure effective use of the software, that both the City of Winter Garden and the City of Ocoee are required to upgrade records management system software simultaneously and agrees that software

updates shall be coordinated with the Winter Garden IT Director prior to updating their system.

- S. Ocoee is in agreement that there are continued costs associated with maintaining connectivity to Winter Garden (such as T-1 data links and router) and records management system software. Upon termination of this agreement, Ocoee understands that Ocoee shall be responsible for the cost of transferring and/or maintaining this equipment and software.
- T. Ocoee shall provide dedicated communications circuit(s) linking Winter Garden to Ocoee for the purposes of providing a ringdown phone outside of the Ocoee Police Department and associated Fire Departments for after-hour access to the communications personnel.

SECTION 3: SUPPLEMENTAL/ OPERATIONAL SERVICES

Ocoee may elect, and at any time during this agreement, to purchase those supplemental services from Winter Garden that are not specifically listed in this agreement. Supplemental services purchased are considered "services" and Winter Garden shall retain all proprietary right, title, or interest to services. Upon termination of this Agreement, Ocoee shall not be entitled to any of the intellectual software, property, equipment or devices purchased by Winter Garden, unless otherwise negotiated and documented.

SECTION 4: SERVICES NOT COVERED OR PROVIDED

Ocoee agrees that the following services and fees are the responsibility of Ocoee:

- A. Purchase of Mobile Data Computers (MDC) and Automatic Vehicle Location (AVL) in-vehicle equipment and leased airtime.
- B. Mobile Data Computer Aided Dispatching software licenses and maintenance costs for Ocoee units.
- C. Mobile Data Computer Field Reporting software licenses and maintenance costs of Ocoee units.
- D. Purchase of mobile, portable and/or console radios for use by Ocoee.
- E. Ocoee agrees and is of the understanding that they shall install or have installed by a contractor of their choice any and all communications lines for direct dial ring-down emergency communication phones between the Ocoee Police Department and Ocoee Fire Stations. It shall be Ocoee's responsibility to maintain these communication lines and to ensure that any repairs are conducted as needed. Ocoee also shall remain the responsible party for the monthly costs for these communication lines.

SECTION 5: PAYMENT OF SERVICES RENDERED

The intent of this section of the interlocal agreement is to establish method of payment by Ocoee to Winter Garden for providing public safety dispatching services as set forth in this agreement. Payment is established by this interlocal agreement and paid by Ocoee to Winter Garden. The payment is subject to periodic cost adjustments as set forth as follows:

- A. During the term of this Agreement, the cost to the CONTRACTOR will be calculated as follows:
 - 1. The cost for the fiscal year beginning October 1, 2024 and ending September 30, 2025 will be \$711,584.00 for a full year. Fees will be paid in equal quarterly payments and will be due in October, January, April, and July.
 - 2. The cost for the fiscal year beginning October 1, 2025 and ending September 30, 2026, shall not exceed a 5% 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.
 - 3. The cost for the fiscal year beginning October 1, 2026 and ending September 30, 2027, shall not exceed a 5% 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.
- B. Whenever there is an annexation or a new development is built, the Winter Garden reserves the right to increase the yearly cost to Ocoee based upon the projected increase in calls for service or Ocoee's police personnel.
- C. Should the percentage of calls increase by more than 10% over the previous year, city representatives from Ocoee 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.

SECTION 6: WORKER'S COMPENSATION/ HOLD HARMLESS

- A. Any employee of Ocoee (whether paid or not; or working within the scope of, or under the direction of an Ocoee employee), who is dispatched in accordance with this agreement, shall be deemed to have been acting within the course and scope of his employment with Ocoee and not Winter Garden. Said employee shall be subject to the sole control and supervision of Ocoee and shall not be construed to be an employee of Winter Garden.
- B. The parties hereto and their respective officials, officers and employees do not assume any liability for the acts, omissions, and negligence of the other party.

Ocoee agrees that Ocoee shall not bring lawsuits or claims against Winter Garden and its officials, officers and employees arising out of dispatching services provided to Ocoee by Winter Garden under this Agreement with the exception of a specific performance action to enforce Winter Garden's contractual obligations to perform the dispatch services contracted for hereunder in the event of a material default of this Agreement by Winter Garden. Each party (and their respective officers, officials, employees and agents) to this Agreement expressly retain all rights, benefits and immunities of sovereign immunity and other privileges, immunities and defenses that they presently (or may in the future) enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Nothing in this Agreement shall be deemed a waiver of parties' or their respective officials', officers' and employees' sovereign immunity protections or any other defenses, privileges or immunities afforded by law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party (or their respective officials, officers, employees and agents), including without limitation, any claims that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- C. Any employee of Winter Garden (whether paid or not; or working within the scope of, or under the direction of a Winter Garden employee), who is performing services for Ocoee in accordance with this agreement, shall be deemed to have been acting within the course and scope of his employment with Winter Garden and not Ocoee. Said employee shall be subject to the sole control and supervision of Winter Garden and shall not be construed to be an employee of Ocoee. It is not the intent of this agreement to differentiate between Winter Garden employees assigned to perform Ocoee function versus Winter Garden functions.

SECTION 7: EFFECTIVE DATE AND TERM

- A. The terms of this agreement shall remain in full force for term of three (3) years, beginning on/or about October 1, 2024 and continuing until September 30, 2027 unless either party delivers written notice to the other party of its intention to terminate this agreement. Each party agrees that should such party elect to terminate this agreement they shall give the other party at least twelve (12) months advance notice of their intent to terminate this agreement.
- B. Notice of termination as set forth above and any other notices which may be required to be provided in writing under this agreement shall be made in writing and shall be served personally or by certified mail to the City Manager, City of Winter Garden, 300 West Plant Street, Winter Garden, Florida 34787 or to the City Manager, City of Ocoee, 150 North Lakeshore Drive, Ocoee, Florida 34761.
- C. The Effective Date of this agreement shall be the day this agreement is last

executed by a party hereto and such date shall be inserted on Page 1 of this agreement.

SECTION 8: CONFLICT RESOLUTION

Winter Garden intends to work closely with Ocoee to resolve any dispatch issues or service performance conflicts which may arise out of this Agreement. Formal conflict resolution shall use the following procedure:

- A. The Ocoee Chief of Police or his designee shall discuss (verbally, by email, or in a formal communication) the issue with the Winter Garden Communications Manager who shall respond within three (3) business days. Winter Garden's response may be made verbally, by email or in a formal letter response.
- B. If Ocoee is not satisfied with the response, Ocoee may appeal the decision, within five (5) business days of receipt of the response, to the City of Winter Garden Chief of Police who shall provide a written response within three (3) business days.
- C. If Ocoee is not satisfied with the decision of the City of Winter Garden Police Chief, Ocoee may appeal within five (5) business days of receipt of the response, to the City Manager of Winter Garden who shall provide a written response within twenty (20) days. The decision of the Winter Garden City Manager shall be considered final.

The foregoing shall not be construed to authorize Winter Garden to make unilateral amendments to this Agreement or provide a basis for Winter Garden disregarding any provision of this Agreement.

SECTION 9: MISCELLANY

- A. It is understood that the services called for in this agreement do not include telephone complaint report writing or walk-in complaint handling by the City of Winter Garden.
- B. All amendments to this agreement shall be in writing and signed by all parties.
- C. This written agreement supersedes all previous agreements between the parties and is the complete agreement between the parties with respect to the subject matter of this Agreement.
- D. The recitals set forth in the WHEREAS clauses are true and correct.
- E. This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- F. At any time following a request by the other party, each shall execute and

deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

- G. Both Ocoee and Winter Garden shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance; provided, however, that prior to taking any action to enforce this Agreement by an action for specific performance, a 15-day written notice and opportunity to cure shall be given to the other party.
- H. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this agreement or because of a breach by the other party of any terms hereof, each party shall be responsible for their attorney's fees and costs.

SECTION 10: PUBLIC RECORDS

- A. In the event Winter Garden receives a public records request for Ocoee records maintained by Winter Garden pursuant to this agreement, Winter Garden will promptly forward the public records request and the responsive records to Ocoee and Ocoee will be responsible for responding to such request.
- B. In light of both parties being public entities and the requirements of Sec. 119.0701, the following shall apply:
 - 1. IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SUCH PARTY'S CLERK'S OFFICE.
 - 2. Each party shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the public agency to perform the service.
 - ii. Upon request from the other public agency's custodian of public records, provide that public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - iv. Upon completion of the contract, transfer, at no cost, to the other public agency all public records in possession of the party or keep and maintain public records required by the public agency to perform

the service. If the party transfers all public records to the other public agency upon completion of the contract, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the party keeps and maintains public records upon completion of the contract, the party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 11: SECURITY

- A. If Ocoee maintains a Florida Department of Law Enforcement terminal (FDLE), an FDLE direct connect, or Mobile Data (or Mobile Computer) terminals used to access NCIC, FCIC or Orange County Computer Services, Ocoee shall maintain a separate FDLE Terminal Agency Coordinator and Point of Contact with FDLE separate from any agreement with Winter Garden. Winter Garden shall not be responsible for the security and maintenance of any terminal not under the direct control of the City of Winter Garden.
- B. Winter Garden does not waive any of their exclusive legal rights, statutory or otherwise, associated with the ownership of the proprietary computer programming information or data or intellectual property as defined in Chapter 815 F.S.
- C. Ocoee acknowledges and understands that Ocoee has no proprietary right, title, or interest whatsoever in the proprietary information programmed into radios and/or computers by Winter Garden and that Ocoee is allowed to use this proprietary information subject to the provisions of this agreement.
- D. Ocoee acknowledges and understands that Winter Garden can, subject to the provisions of this agreement, revoke the use of the proprietary information programmed into the computers and/or radios by Winter Garden and that upon request of Winter Garden, Ocoee will immediately make the equipment available to Winter Garden for removal of the proprietary information.
- E. Ocoee agrees not to sell, trade, give away, or discard the radio until after the radio has been delivered to Winter Garden and the proprietary information previously installed by Winter Garden has been removed by Winter Garden. Ocoee is not authorized to make any modifications to the information programmed into Ocoee's computers or radios without the prior consent of Winter Garden.
- F. Ocoee shall not allow anyone access to the proprietary information programmed into Ocoee's computers or radios unless required to do so by law.
- G. Ocoee shall retain all rights to the user licenses associated with the computer

aided dispatch system (CISCO and/or records management system vendor) and will not transfer to Winter Garden any such license. Ocoee shall provide a copy of their records management system vendor agreement indicating the number of concurrent licenses that they own at the execution of this agreement to the Winter Garden Chief of Police.

SECTION 12: IMPLEMENTATION PLAN

Staff from Winter Garden and Ocoee will negotiate and implement specific operational procedures and policies unique to Ocoee's operation. Winter Garden recognizes that Ocoee may be desirous of meeting the Commission of Law Enforcement Accreditation Standards and will comply and assist Ocoee in their move to become an accredited law enforcement agency with regards to the Communications portion of the accreditation standards.

SECTION 13: DISCLAIMER OF THIRD-PARTY BENEFICIARIES

This agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue by reason hereof to or for the benefit of any third party who is not one of the parties executing this Agreement.

SECTION 14: ASSIGNMENT OF INTEREST

This Agreement may not be assigned, in whole or in part, by any of the parties hereto without the express written consent of the other party.

SECTION 15: SEVERABILITY

This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

SECTION 16: CONSTRUCTION OF AGREEMENT

This Agreement is the result of mutual negotiations between the parties hereto and all parties have contributed substantially and materially to the preparations hereof. Accordingly, this Agreement shall not be construed more strictly against either party.

SECTION 17: SIGNED, DATED, AND AGREED:

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

CITY OF OCOEE

BY:

Rusty Johnson
Mayor

ATTEST BY:

Melanie Sibbett, City Clerk

APPROVED BY THE OCOEE
CITY COMMISSION AT A MEETING
HELD ON _____, 2024.

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

BY: _____
City Attorney

CITY OF WINTER GARDEN

BY:

John Rees
Mayor

ATTEST BY:

Angee Grimage, City Clerk

APPROVED BY THE WINTER GARDEN
CITY COMMISSION AT A MEETING
HELD ON _____, 2024.

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

BY: _____
City Attorney

INTER-LOCAL AGREEMENT FOR POLICE DISPATCHING SERVICES

CITY OF WINTER GARDEN, FLORIDA

TOWN OF WINDERMERE, FLORIDA

CITY OF OCOEE, FLORIDA

This AGREEMENT is entered into by and between the **Town of Windermere**, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as "CONTRACTOR"), the **City of Ocoee**, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as "SUBCONTRACTOR") 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 and Ocoee Police Departments**; and

WHEREAS, the police department for the **Town of Windermere** 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:

Beginning on the effective date, 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. On the effective date of this agreement, CONTRACTOR must, at their expense, have the necessary software to be compatible with VENDOR's computer aided dispatch system, CAD, reporting system and records management system. Throughout the term of this agreement and unless otherwise agreed to between the parties, CONTRACTOR agrees to and understands that VENDOR shall continue to upgrade the aforementioned systems as software and/or hardware becomes available and that CONTRACTOR shall upgrade the necessary software and/or hardware to ensure that the aforementioned software and/or hardware provide for the best public safety responses to their respective communities. Every effort will be made to ensure that this is a coordinated effort between the respective cities but in no way restrict VENDOR from upgrading its system. CONTRACTOR understands that under the terms of this agreement, it shall be responsible for ensuring that it maintains a maintenance agreement with the records management system vendor and any respective vendor(s) to ensure the software's efficient functioning that is not otherwise outlined and/or contained herein under the terms of this agreement.
2. CONTRACTOR under the terms of this inter-local agreement shall install, at their expense, a communications line (such as a T-1, Metro E, DSL, etc.) between the VENDOR and the CONTRACTOR for means of communicating data transmissions between the respective municipalities. The VENDOR shall be the responsible party to ensure that the line is operating from the Information Technology equipment (server) maintained by the VENDOR to the CONTRACTOR's router. The router and any equipment on the opposite

side of the CONTRACTOR's router shall remain the responsibility of the CONTRACTOR's Information Technology Department.

3. CONTRACTOR shall observe the instructions and procedures to be provided by VENDOR for the use of radios and for coordination of dispatching efforts under the terms of this agreement. CONTRACTOR may have a representative coordinate with the representative of VENDOR with respect to the revisions or other updates as necessary to the VENDOR's Communications Center policies and procedures manual. CONTRACTOR shall enforce the policies of such with its members.
4. CONTRACTOR shall provide radio equipment for use by CONTRACTOR's personnel to include handheld (portable) and/or vehicle-mounted (mobile) radios that are capable of communicating with the VENDOR's Communications Center.
5. CONTRACTOR shall retain ownership of the portables and mobiles under their control and shall be responsible for all associated costs of maintenance of and/or replacement of such. CONTRACTOR also may be charged a fee for any and all programming, updates, modifications, or changes in the VENDOR's Communications system for the CONTRACTOR to include console, portable, or mobile programming. Any costs incurred by VENDOR for the specific aforementioned services shall be negotiated in advance with the CONTRACTOR's signatory agent or designee.
6. In situations where the CONTRACTOR's Chief of Police or his designee directly dispatches police units, the VENDOR's Communications Center is to be notified as soon as possible as to the location and nature of the call to which the CONTRACTOR's unit has been dispatched.
7. CONTRACTOR shall provide the VENDOR's Communications Manager with a list of persons who are authorized to direct the dispatching of police units for the CONTRACTOR and shall provide a list of all duly sworn and employed Windermere police personnel, contact phone numbers, and pager numbers of such.
8. CONTRACTOR is responsible for any costs associated with the recording of police talk groups that are not covered under the VENDOR's or SUBCONTRACTOR's maintenance contract.
9. CONTRACTOR shall be responsible for giving all data to VENDOR which may be needed for VENDOR to update all CONTRACTOR records entered by VENDOR into the FCIC and/or NCIC system in accordance with FDLE's established policy and procedures. This is to include ensuring the validation process of the records is conducted in a manner consistent with established rules and regulations.
10. In order for the VENDOR's Communications Center to comply with validation policies set forth by the Florida Department of Law Enforcement, Florida Crime Information Center system and the National Crime Information Center system, CONTRACTOR will be required to send a copy of the initial and/or recovery request, on acceptable forms as

agreed upon by the VENDOR's Communications Center to the Communications Center not to exceed forty-eight (48) hours after the original request for entry. If this request is not received, the VENDOR's Communications Center may cancel the entry from the system and will provide written notification to the CONTRACTOR's Chief of Police.

11. Validations are accomplished by reviewing the original entry and current supporting documents and recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry file, or other appropriate source or individual. The original report shall be maintained by the CONTRACTOR and all contacts for validation of said records will be the sole responsibility of the CONTRACTOR. When the entries are validated, CONTRACTOR shall forward notification to the VENDOR's Communications Center with the case numbers and case status. Any failure by the CONTRACTOR to validate the records within the 20 days provided under this agreement may result in the record being canceled from the appropriate FCIC/NCIC system.
12. This agreement in no way restricts the response patterns of the CONTRACTOR, allowing CONTRACTOR to dictate the number and type of emergency units that should be deployed on each type of emergency call in CONTRACTOR's service area.
13. CONTRACTOR agrees that the 911 surcharge monies collected by Orange County on behalf of CONTRACTOR shall be directed to and made payable to the VENDOR since VENDOR shall be the answering point for the 911 calls originating out of the Town of Windermere. These monies are independent of, and shall not be applied towards, the compensation for services as outlined in Section H.
14. CONTRACTOR agrees and fully understands that VENDOR may agree at a later date to provide a talk group on VENDOR's 700/800 trunked radio system, however, VENDOR makes no guarantee either written or implied as to the coverage of the radio system within the coverage area of CONTRACTOR's emergency response area.
15. The CONTRACTOR shall be the responsible party to ensure that the necessary programming of their PBX System occurs and that all non-emergency 10-digit communication lines are transferred to the designated phone number at the VENDOR. Costs associated with this programming shall be the responsibility of the CONTRACTOR.
16. CONTRACTOR shall be responsible for the maintenance of the individual laptops assigned to their personnel and owned by the CONTRACTOR under the terms of this agreement.
17. CONTRACTOR understands that in order to ensure effective use of the software, that the VENDOR, SUBCONTRACTOR and CONTRACTOR are required to upgrade records management system software simultaneously and agrees that software updates shall be coordinated with the VENDOR's IT Director prior to updating their system.

18. CONTRACTOR is in agreement that there are continued costs associated with maintaining connectivity to VENDOR (such as data links and router) and records management system software. Upon termination of this agreement, CONTRACTOR understands that CONTRACTOR shall be responsible for the cost of transferring and/or maintaining this equipment and software.
19. CONTRACTOR shall be responsible for providing any and all data to the records management system vendor for the data transfer and set-up of table for the initial startup under the terms of this agreement.
20. CONTRACTOR shall provide dedicated communications circuit(s) linking VENDOR to CONTRACTOR for the purposes of providing a ring-down phone outside of the Windermere Police Department and associated Fire Departments for after-hour access to the communications personnel.

C. SERVICES NOT COVERED OR PROVIDED

CONTRACTOR agrees that the following services and fees are the responsibility of CONTRACTOR:

1. Purchase of Mobile Data Computers (MDC) and Automatic Vehicle Location (AVL) in-vehicle equipment and leased airtime for use by CONTRACTOR's personnel.
2. Mobile Data Computer Aided Dispatching software licenses and maintenance costs for CONTRACTOR's units.
3. Mobile Data Computer Field Reporting software licenses and maintenance costs for CONTRACTOR's units.
4. Purchase of mobile, portable and/or console radios for use by CONTRACTOR.
5. CONTRACTOR agrees and is of the understanding that they shall install or have installed by a vendor of their choice any and all communications lines for direct dial ring-down emergency communication phones between the Windermere Police Department and any Fire Stations that service the CONTRACTOR's area. It shall be CONTRACTOR's responsibility to maintain these communication lines and to ensure that any repairs are conducted as needed. CONTRACTOR also shall remain the responsible party for the monthly costs for these communication lines.

D. MUTUAL COOPERATION:

1. The SUBCONTRACTOR agrees to allow the CONTRACTOR to utilize and be dispatched on their radio talk groups.
2. The SUBCONTRACTOR agrees, based upon the availability of resources, to allow the

SUBCONTRACTOR's units to be dispatched 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. SUBCONTRACTOR'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 SUBCONTRACTOR's agents to just handle the call for service.
3. Any response by SUBCONTRACTOR's units per the terms of "D. 2." 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.

E. PUBLIC RECORDS

1. In the event Winter Garden receives a public records request for Windermere records maintained by Winter Garden pursuant to this agreement, Winter Garden will promptly forward the public records request and the responsive records to Windermere and Windermere will be responsible for responding to such request.
2. In light of both parties being public entities and the requirements of Sec. 119.0701, the following shall apply:
 - a. IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SUCH PARTY'S CLERK'S OFFICE.
 - b. Each party shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the public agency to perform the service.
 - ii. Upon request from the other public agency's custodian of public records, provide that public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - iv. Upon completion of the contract, transfer, at no cost, to the other public agency all public records in possession of the party or keep and maintain public records required by the public agency to perform the service. If the party transfers all public records to the other public agency upon completion of the contract, the party shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the party keeps and maintains public records upon completion of the contract, the party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

F. MUTUAL AID:

This agreement does not provide CONTRACTOR's sworn law enforcement officers with any authority to take law enforcement action within the VENDOR'S or SUBCONTRACTOR's jurisdictions other than that provided pursuant to any separate Mutual Aid Agreement in effect between the parties.

G. INDEMNIFICATION

The VENDOR, CONTRACTOR and SUBCONTRACTOR 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.

H. TERM OF AGREEMENT

1. This Agreement shall take effect on October 1, 2024 and shall continue in full force and effect until September 30, 2027, unless terminated prior thereto by any and all parties herein.
2. A 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.

I. COMPENSATION

1. During the term of this Agreement, the cost to the CONTRACTOR will be calculated as follows:
 - a. The cost for the fiscal year beginning October 1, 2024 and ending September 30, 2025 will be \$52,258.00 for a full year. 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, 2025 and ending September 30, 2026, shall not exceed a 5% 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, 2026 and ending September 30, 2027, shall not exceed a 5% 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, representatives from Windermere 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.

J. 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 or SUBCONTRACTOR.
- 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
 - SUBCONTRACTOR - 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.

TOWN OF WINDERMERE

BY:

Jim O'Brien
Mayor

Date: _____

ATTEST BY:

Dorothy Burkhalter, Town Clerk

CITY OF WINTER GARDEN

BY:

John Rees
Mayor

Date: _____

ATTEST BY:

Angee Grimmage, City Clerk

CITY OF OCOEE

BY:

Rusty Johnson
Mayor

Date: _____

ATTEST BY:

Melanie Sibbitt, City Clerk

STAFF REPORT

Meeting Date: September 17, 2024
Item #: 8

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

**Subject: Approval of Change Order No. 1 for ITB #24-002 W. Oakland Avenue Reconstruction.
(Acting Utilities Director Bolling)**

Background Summary:

The approved W. Oakland Avenue Reconstruction Project includes the construction of a gravity sewer system that will provide service to the parcels along W. Oakland Avenue, East of Florida Central Railroad Company, LLC's (FCEN) railroad tracks. Due to the elevation constraints of the existing gravity sewer system along Bluford Avenue, and the strict depth requirements from FCEN, the original gravity sewer design did not extend west of FCEN's railroad tracks.

Staff worked with CPH, the Engineering Consultant for this project, to overcome the elevation and depth constraints. As a result of this effort, the existing manhole cone will be modified and a 16-inch steel casing will be installed underneath the railroad tracks to provide future developments west of the railroad tracks the ability to connect to gravity sewer.

Change Order No. 1 will allow for the Contractor, J Malever Construction Company, of the W. Oakland Avenue Reconstruction Project to modify the existing manhole cone and construct the 16-inch steel casing at a cost of \$81,945.00.

Issue:

Should the Honorable Mayor and City Commissioners approve Change Order No. 1 for ITB #24-002 W. Oakland Avenue Reconstruction at a cost of \$81,945.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve Change Order No. 1 for ITB #24-002 W. Oakland Avenue Reconstruction in the amount of \$81,945.00.

Attachments:

1. Change Order No. 1
2. W. Oakland Ave Railroad Crossing(S&S)

Financial Impacts:

None, as the City has adequate funding in the Capital Improvements Fund for this change order.

Type of Item: Consent



CITY OF OCOEE
1 N. Bluford Avenue
Ocoee, Florida 34761

This Change Order Requires Action by the City Commission

ITB #24-002 W. Oakland Ave Reconstruction
CHANGE ORDER NO. 1

DATE: 9/4/2024 PURCHASE ORDER: 1429501

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	<u>\$3,033,893.00</u>
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	<u>\$3,033,893.00</u>
Net Increase (Decrease) Resulting from this CHANGE ORDER	<u>\$81,945.00</u>
The current CONTRACT PRICE including this CHANGE ORDER	<u>\$3,115,838.00</u>
Original CONTRACT COMPLETION DATE:	<u>10/05/2025</u>
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	10/05/2025
Net Increase Resulting from this CHANGE ORDER	<u>0 days</u>
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	<u>10/05/2025</u>

CHANGES ORDERED:

I. REQUIRED CHANGES

1. This change order will cause a net increase to the contract total in the amount of \$81,945.00
2. Increase in Pay Items to complete the project: N/A
3. Added Pay Items to complete the project:

CO1.01 Additional Work to replace Existing Manhole Cone by One (1) Lump Sum in the amount of One Thousand Four Hundred Forty-Five and 00/100 (\$1,445.00) Dollars

CO1.02 Additional Work to install 16-inch Steel Casing Under Railroad Right-of-Way by One Hundred Fifteen (115) Linear Feet in the total amount of Eighty Thousand Five Hundred and 0/100 (\$80,500.00) Dollars

II. JUSTIFICATION

CO1.01 Due to changes in design for the road elevation for Phase II of this project, the existing manhole has to be modified. The Contractor will be removing the existing manhole cone and replacing it with a short cone section.

CO1.02 Due to the elevation constraints from the existing manhole on Bluford Ave and the strict elevation requirements to cross under the railroad tracks, the gravity sewer designed in this project cannot extend past the railroad tracks. The installation of a 16" sleeve under the railroad tracks will allow for a future force main to be constructed under the railroad tracks and connect to the gravity sewer designed in this project. This will allow for parcels west of the railroad tracks to connect to City sewer.

III. NARRATIVE OF NEGOTIATIONS

The Contractor has agreed to do the additional work to construct a 16" Steel Casing under the Railroad Right-of-Way as part of the W Oakland Ave Phase II Project.

IV. PAYMENT

The Utilities Department provided funding in the amount of \$47,000 for the construction of sanitary sewer as part of this project. This funding only covers the cost of the Utility Sewer Infrastructure items bid in this project. Additional funding will be need to cover the expenses of Change Order #1.

Funding for CO1.01 of this Change Order in the amount of \$1,445.00 shall come from 417-535-10-6302 of Job #P000302. There is adequate funding for CO1.02 of this Change Order in the amount of \$80,500.00 in the Capital Improvements Fund. These changes will not affect the funding for Utility Potable Water Infrastructure funding and Public Works Infrastructure funding.

V. APPROVAL AND CHANGE AUTHORIZATION

The original project and funding allocation was established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Commission under the CITY's Purchasing Rules and Regulations and is consistent with any prior action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: Jennifer Bell
Signature

Date: 9/19/24

Title: Acting Utilities Director

ACCEPTED BY:

J Malever Construction Company

By: Scott Eyre
Signature

Date: 9/19/24

Title: V.P.

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, APPROVED AS TO FORM
AND LEGALITY THIS _____ DAY OF
_____, 20____

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

By: _____
Richard S. Geller, City Attorney

From: [Scott Tyre](#)
To: [Womack, Milen](#); [Tomlinson, T"Jean](#)
Subject: Change Order to Adjust the existing sanitary manhole with a shorter cone
Date: Thursday, August 8, 2024 1:57:25 PM
Attachments: [23-10818_SAN-EXIST.pdf](#)

Milen / TJ,

The existing sanitary manhole located at the NE corner of Oakland and Cumberland was set at a higher RIM elevation than what our plan set shows. We will need to remove that old cone (36" tall) and reinstall a shorter cone (20" Tall) to meet the plan elevation. The cost to purchase and install the shorter cone is \$1,445. Please review the cost and attached shop drawing, then sign a return the shop drawing so that we can order the cone and set a delivery date.

--

Scott Tyre
Project Manager - Estimator
J. Malever Construction
301 Sampey Road
Groveland, FL 34736

Phone - 352-429-9507

Fax - 352-429-8705

Cell - 407-267-6768

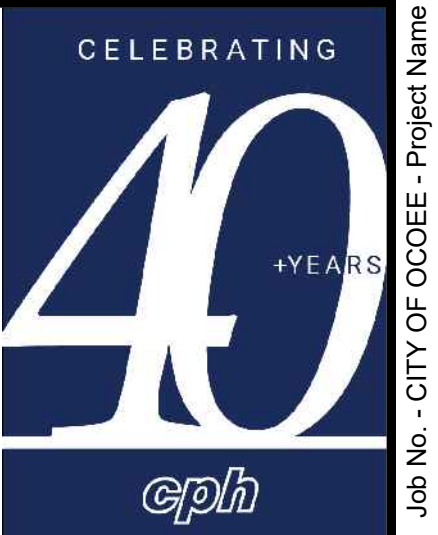
Email - scott@jmalever.com - NEW EMAIL ADDRESS

Jack & Bore 16" Steel Casing Under RR - Oakland Ave

ITEM DESCRIPTION	UNIT	QTY	UNIT BID	AMOUNT BID
J & B 16" .281" Thick Steel Casing Under RR on Oakland Ave - Seal Ends and cover with Fiberglass Board	LF	115	700.00	80,500.00
		1		0.00
		1		0.00
		1		0.00
Totals				80,500.00

City of Ocoee W. Oakland Avenue Railroad Crossing

April 2024



CITY OFFICIALS:

MAYOR:	RUSTY JOHNSON
COMMISSIONER DISTRICT 1:	SCOTT R. KENNEDY
COMMISSIONER DISTRICT 2:	ROSEMARY WILSEN
COMMISSIONER DISTRICT 3:	RICHARD FIRSTNER
COMMISSIONER DISTRICT 4:	AGES HART
CITY MANAGER:	ROBERT D. FRANK
ASSISTANT CITY MANAGER:	CRAIG SHADRIX
UTILITIES DIRECTOR:	JAMIE CROTEAU
ASSISTANT UTILITIES DIRECTOR:	JENNIFER BOLLING, P.E.



VICINITY MAP
N.T.S.

INDEX OF SHEETS:

C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	PLAN AND POFILE



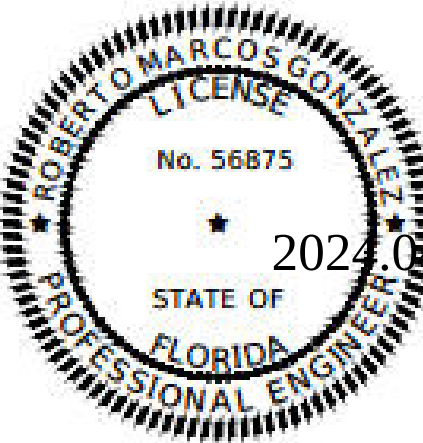
1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

Plans Prepared By:
CPH, LLC

A Full Service A & E Firm
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect No. A42000926
Landscape No. LC000298

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This item has been electronically signed and sealed by Roberto Marcos Gonzalez, P.E., on the date/time stamp shown using a digital signature. This stamp is considered signed and sealed and the signature must be verified on any electronic copies.

ROBERTO MARCOS GONZALEZ, P.E.
P.E. LIC. # 56875

Sheet No.

C-1

PERMIT SET

GENERAL PROVISIONS

1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.
2. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP, COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
3. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
4. CONTRACTOR SHALL PROVIDE A PRECONSTRUCTION VIDEO DOCUMENTING THE EXISTING CONDITIONS FROM RIGHT-OF-WAY TO RIGHT-OF-WAY ALONG PROJECT LIMITS.
5. THE CONTRACTOR SHALL SUBMIT ELECTRONIC COPIES OF SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION. PRIOR TO SUBMISSION, THE CONTRACTOR SHALL THOROUGHLY CHECK SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES FOR COMPLETENESS AND FOR COMPLIANCE WITH THE CONSTRUCTION PLANS AND SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND SHALL COORDINATE THE SHOP DRAWINGS WITH THE REQUIREMENTS FOR OTHER RELATED WORK. THE CONTRACTOR'S RESPONSIBILITY FOR ERRORS AND OMISSIONS IN SUBMITTALS IS NOT RELIEVED BY THE ENGINEER'S REVIEW OF SUBMITTALS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING AT THE TIME OF SUBMISSION, OF DEVIATIONS IN SUBMITTALS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
6. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME.
7. THE CONTRACTOR SHALL COORDINATE QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE A) PIPING AND STRUCTURAL EXCAVATION, BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS; B) DETERMINATION OF COMPACTIVE EFFORT NEEDED FOR COMPLIANCE WITH THE DENSITY REQUIREMENTS; C) PORTLAND CEMENT CONCRETE AND ASPHALT PAVING QUALITY CONTROL TESTING INCLUDING DESIGN MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, AND FIELD AND LAB CURED STRENGTH SAMPLES AND TESTING.
8. IN ADDITION TO QUALITY CONTROL TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.
9. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS.
10. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.
11. CHAPTER 556, FLORIDA STATUTES, REQUIRES EXCAVATORS TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA (SSOCOF) BEFORE BEGINNING ANY EXCAVATION IN THE STATE OF FLORIDA UNLESS A SPECIFIC EXEMPTION LISTED IN F.S. 556.108 APPLIES. AN EXCAVATOR MUST NOTIFY SSOCOF TWO FULL BUSINESS DAYS BEFORE EXCAVATING. EXCAVATORS MAY CALL 1-800-432-4770 DURING BUSINESS HOURS OR USE THE INTERNET TO PROVIDE NOTIFICATION INFORMATION.

UTILITY GENERAL NOTES

1. THE UTILITY DATA SHOWN ON THESE PLANS WAS LOCATED BY THE RESPECTIVE UTILITY, OR IS BASED ON UTILITY DRAWINGS, MAPS, OR FIELD RECONNAISSANCE.
2. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.
3. A SINGLE POINT UTILITY IDENTIFICATION SERVICE HAS BEEN SET UP FOR EXISTING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER BY DIALING '811' AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL NON-PARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. PER FLORIDA STATUTE 553.851, THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE GAS COMPANY TWO (2) WORKING DAYS PRIOR TO STARTING EXCAVATION.
4. THE FOLLOWING UTILITIES MAY HAVE FACILITIES IN THE VICINITY OF THE CONSTRUCTION AREA:
- CITY OF OCOEE
DUKE ENERGY
CENTURYLINK
CHARTER
5. THE CONTRACTOR SHALL KEEP LOCATE TICKETS UP TO DATE AT ALL TIMES.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH EACH UTILITY AND ALL COSTS ASSOCIATED WITH THE PROTECTION OF EXISTING FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE NECESSARY RELOCATIONS OR OTHER CONSTRUCTION RELATED MATTERS WITH EACH UTILITY.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING PIPING ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER AND THE ENGINEER.
8. TYPICAL DETAILS AS SHOWN ARE TO ILLUSTRATE THE ENGINEER'S INTENT AND ARE NOT PRESENTED AS A SOLUTION TO ALL CONSTRUCTION PROBLEMS ENCOUNTERED IN THE FIELD. THE CONTRACTOR MAY ALTER THE METHOD OF CONSTRUCTION TO SUIT FIELD CONDITIONS, PROVIDING HE SUBMITS A PROPOSAL FOR AN ALTERNATE METHOD TO THE ENGINEER FOR APPROVAL AND USES MATERIALS AS DESIGNATED IN THE SPECIFICATIONS.
9. FOR EACH RESPECTIVE PIPELINE CONSTRUCTION REQUIRED, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, AND ALIGNMENT OF ALL EXISTING PIPES, CABLES, ETC. TO BE CROSSED OR CONNECTED TO. IF THE CONTRACTOR DEEMS NECESSARY (A) A CHANGE IN ALIGNMENT OR DEPTH, OR THE NEED FOR ADDITIONAL FITTINGS, BENDS, OR COUPLINGS, WHICH REPRESENT A DEPARTURE FROM THE CONTRACT DRAWING, OR (B) A NEED FOR RELOCATION OF EXISTING UTILITIES, THEN DETAILS OF SUCH DEPARTURES, RELOCATIONS, OR ADDITIONAL FITTINGS, INCLUDING CHANGES IN RELATED PORTIONS OF THE PROJECT AND THE REASONS THEREFORE, SHALL BE SUBMITTED WITH SHOP DRAWINGS. APPROVED DEPARTURES FOR THE CONTRACTOR'S CONVENIENCE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
10. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TEST PUMPING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC, LEAKAGE, AND PRESSURE TESTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER IN WRITTEN FORM, FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL PERFORM SATISFACTORY PRETESTING PRIOR TO NOTIFICATION. THE CONTRACTOR SHALL NOTIFY THE CITY UTILITIES INSPECTOR IN WRITING 48 HOURS IN ADVANCE OF PROPOSED TESTING.
11. THE CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS, APPROVED MATERIALS LIST, AND DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
12. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.

AS-BUILT DRAWING REQUIREMENTS

1. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER THREE WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY.
2. AS BUILT NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARD MANUAL IN THE FOLLOWING FORMATS:
- ONE PDF COPY.
 - ONE CAD COPY DRAWN IN STATE PLANE COORDINATES.

SITE PREPARATION

1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES AS INDICATED ON THE DRAWINGS. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
2. STAKE OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCH MARKS, BATTER BOARDS, CENTERLINES, BASELINES, AND REFERENCE POINTS FOR THE WORK, AND VERIFY ALL DIMENSIONS RELATING TO INTERCONNECTION WITH EXISTING FEATURES. REPORT ANY INCONSISTENCIES IN THE PROPOSED GRADES, LINES AND LEVELS, DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK.
3. PROTECT ALL TREES AND SHRUBS, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.
4. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BRANCH SPREAD.
5. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER.
6. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT ENCROACH UPON OR OTHERWISE OBSTRUCT THE WORK.
7. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.
8. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 2" IN DIAMETER, AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND.
9. ALL COMBUSTIBLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

EXCAVATION, TRENCHING, AND FILL

1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.80-553.84). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
2. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES. DIRECT SITE RUNOFF TO THE PONDS TO MINIMIZE RUNOFF TO OFFSITE AREAS.
3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES, OR THE POND VOLUME IS NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR MAY BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COST TO THE OWNER.
4. FIELD DENSITY TESTING FREQUENCIES: A) ONE TEST FOR EACH 10,000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING, MINIMUM 2 TESTS EACH LAYER; B) ONE TEST FOR EACH 100 SQUARE FEET OR FRACTION THEREOF OF BACKFILL AROUND AND UNDER STRUCTURES; C) ONE TEST FOR EACH 300 LINEAL FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING IN THE PIPELINE TRENCH; D) ONE TEST PER LIFT PER EACH CHANGE IN TYPE OF FILL; E) ONE TEST PER 1000 SQUARE FEET OF PAVEMENT SUBGRADE, MINIMUM OF 2 TESTS.
5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER POSSIBLE.
- A. ACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-1, A-3, A-2.4, A-2.6; ASTM D2487 CLASSIFICATION GW, GP, GM, SM, SW, SP; UNLESS OTHERWISE DISAPPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN 12% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE.
- B. UNACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-2.5, A-2.7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT; UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS.
6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.
7. SIDEWALKS, ROADS, STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS, EXCEPT AS AUTHORIZED BY THE ENGINEER, IN WHICH CASE ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO TENANTS OCCUPYING ADJOINING PROPERTY.
8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROVIDED, TO SUPPORT THE SIDES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED.
9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATIONS OVER 20 FEET DEEP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA.
10. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT.
11. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED FOR INDICATED FLOW LINES AND INVERT ELEVATIONS. OVER EXCAVATE TRENCHES A MINIMUM OF 2 FEET WHERE EXCAVATIONS OCCUR WITHIN UNSUITABLE SOILS, AND REPLACE OVER EXCAVATED MATERIAL WITH SUITABLE SOILS.
12. EXCEPT AS OTHERWISE INDICATED, EXCAVATE FOR PRESSURE PIPING SO TOP OF PIPING IS MINIMUM 3 FEET BELOW FINISHED GRADE.
13. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND STABLE TO A DEPTH TWO FEET BELOW THE BOTTOM OF THE TRENCH OR STRUCTURE.
14. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS OR FLOWABLE FILL. WHERE TRENCH OR EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH.
15. MINIMUM DENSITY REQUIREMENT (ASTM D1557 OR AASHTO T180): BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS = 98 PERCENT; BACKFILL AND FILL PLACED WITHIN PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS = 95 PERCENT; BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT = 95 PERCENT; BACKFILL AND FILL PLACED IN ALL OTHER AREAS = 90 PERCENT.

UTILITY SEPARATION REQUIREMENTS

1. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
2. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, WASTEWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
- A. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, VACUUM TYPE SANITARY SEWER AND RECLAIMED WATER MAIN.
- B. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF TEN FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN THE OUTSIDE OF WATER MAINS AND THE OUTSIDE OF GRAVITY SANITARY SEWERS CAN BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- C. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF TEN FEET FROM ALL PARTS OF ANY EXISTING OR PROPOSED ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS DO NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITIES.
3. THE VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY AND STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
- A. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES ABOVE THE OUTSIDE OF THE SEWER. WHERE IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, THEN THE WATER MAIN CAN CROSS UNDER THESE TYPES OF PIPELINE SYSTEMS PROVIDED THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE PIPELINE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM VACUUM TYPE SANITARY SEWER OR STORM SEWER JOINTS, AND AT LEAST SIX FEET FROM GRAVITY SANITARY SEWER JOINTS.
- B. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED RECLAIMED WATER MAINS, WASTEWATER FORCE MAINS AND STORMWATER FORCE MAINS. WHETHER THE WATER MAIN CROSSES OVER OR UNDER THESE TYPES OF PIPELINE SYSTEMS, THE OUTSIDE OF THE WATER MAIN SHALL BE AT LEAST 18 INCHES FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN, WASTEWATER FORCE MAIN AND STORMWATER FORCE MAIN. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM RECLAIMED WATER MAIN JOINTS AND STORMWATER FORCE MAIN JOINTS, AND AT LEAST SIX FEET FROM THE JOINTS OF WASTEWATER FORCE MAINS.
4. WHERE SEPARATION IN ACCORDANCE WITH CITY OF OCOEE DETAIL UT013 CAN NOT BE MET, A LESSER SEPARATION IN ACCORDANCE WITH 62.555.314 MAY BE ALLOWED.

EROSION AND SEDIMENT CONTROLS

1. AN EROSION CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT AS THAT ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION PERIOD. PROVISION MUST BE MADE TO PRESERVE THE INTEGRITY AND CAPACITY OF CHECK WEIRS, SEDIMENT BASINS, SLOPE DRAINS, GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE HAY BALES, SILT BARRIERS, TEMPORARY GRASSING, ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.
- A) STOCKPILING MATERIAL
NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
- B) EXPOSED AREA LIMITATION
THE SURFACE AREA OF OPEN, RAW ERODABLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL BE CONTROLLED, SO THAT THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFFSITE DEPOSIT SEDIMENTS.
- C) INLET PROTECTION
INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORM WATER RUNOFF UNTIL THE COMPLETION OF THE ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
- D) TEMPORARY SEEDING
AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY (30) DAYS SHALL BE SEEDDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AND EARLY COVER, DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDINGS SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. THE RATE OF SEEDINGS SHALL BE 30 POUNDS PER ACRE.
- E) TEMPORARY SEEDING AND MULCHING
SLOPES STEEPER THAN 6:1 THAT FAIL WITHIN THE CATEGORY ESTABLISHED IN 4 ABOVE, SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY TWO (2) INCHES, LOOSE MEASURE, OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDDED AREA TO A DEPTH OF FOUR (4) INCHES.
- F) TEMPORARY GRASSING
THAT SEEDDED OR SEEDDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.
- G) TEMPORARY RE-GRASSING
IF, AFTER 14 DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEEDS APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER.
- H) MAINTENANCE
ALL FEATURES OF THE PROJECT SHALL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
2. TEMPORARY SILT FENCES AND STAKED SILT BARRIERS, SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION, SEC. 104.6, 104.7 AND SEC. 985.
3. THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE EPA NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) REGULATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST ALSO PREPARE AND SUBMIT A NOTICE OF INTENT (NOI) FORM TO FDEP 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
4. UNDER PROVISIONS OF THE CLEAN WATER ACT, OPERATOR(S) OF CONSTRUCTION SITES, PURSUANT TO CONDITIONS OF THE NPDES PERMIT, MUST SUBMIT A NOI TO OBTAIN COVERAGE UNDER THE NPDES STORM WATER CONSTRUCTION GENERAL PERMIT.
5. NOIS MUST BE SENT TO THE FOLLOWING ADDRESS:
NPDES STORMWATER PROGRAM
2600 BLAIR STONE ROAD
MAIL STATION 2500
TALLAHASSEE, FL 32399
PHONE: (850) 245-7522
UPON SUBMITTAL TO FDEP IN TALAHASSEE, THE CONTRACTOR SHALL ALSO SUBMIT A COPY TO THE CITY ENGINEER.

No	Date	Revision	No	Date	Revision
△			△		
△			△		
△			△		
△			△		



Building Better Communities Together

1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

www.cphcorp.com

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Plans Prepared By:
CPH, LLC

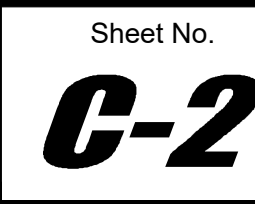
A Full Service A & E Firm

State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB143
Architect No. AA25000926
Landscape No. LC5000298

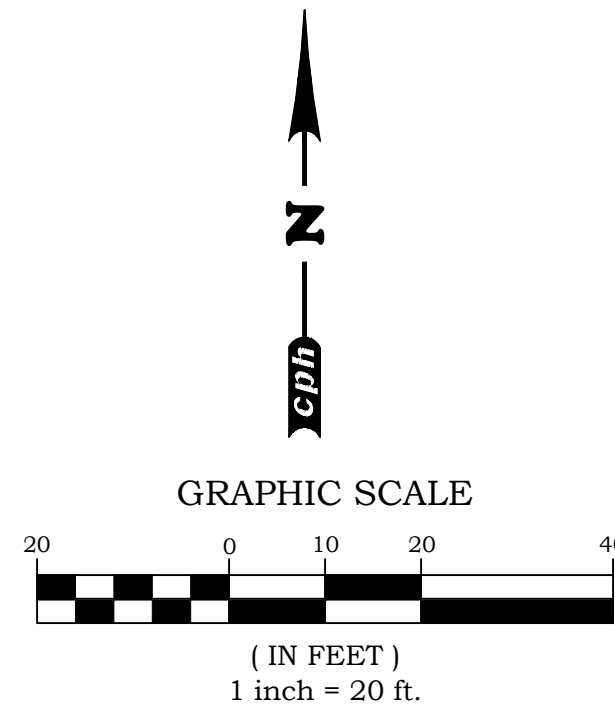
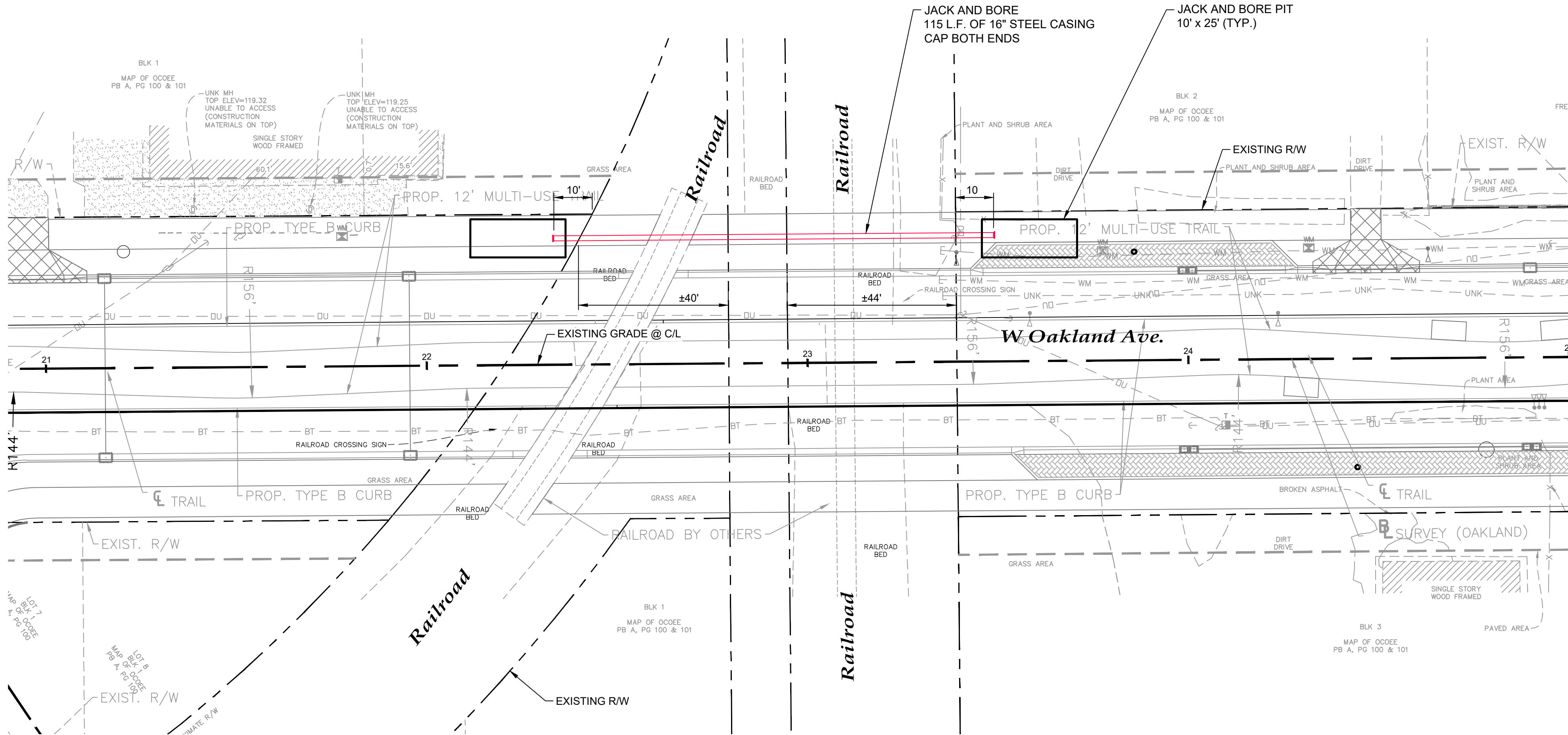
Designed by:	MEI
Drawn by:	GCM
Checked by:	RMG
Date:	4/4/2024
Job No.	O6030

City of Ocoee
W.Oakland Avenue Railroad Crossing
Ocoee, Florida

GENERAL NOTES

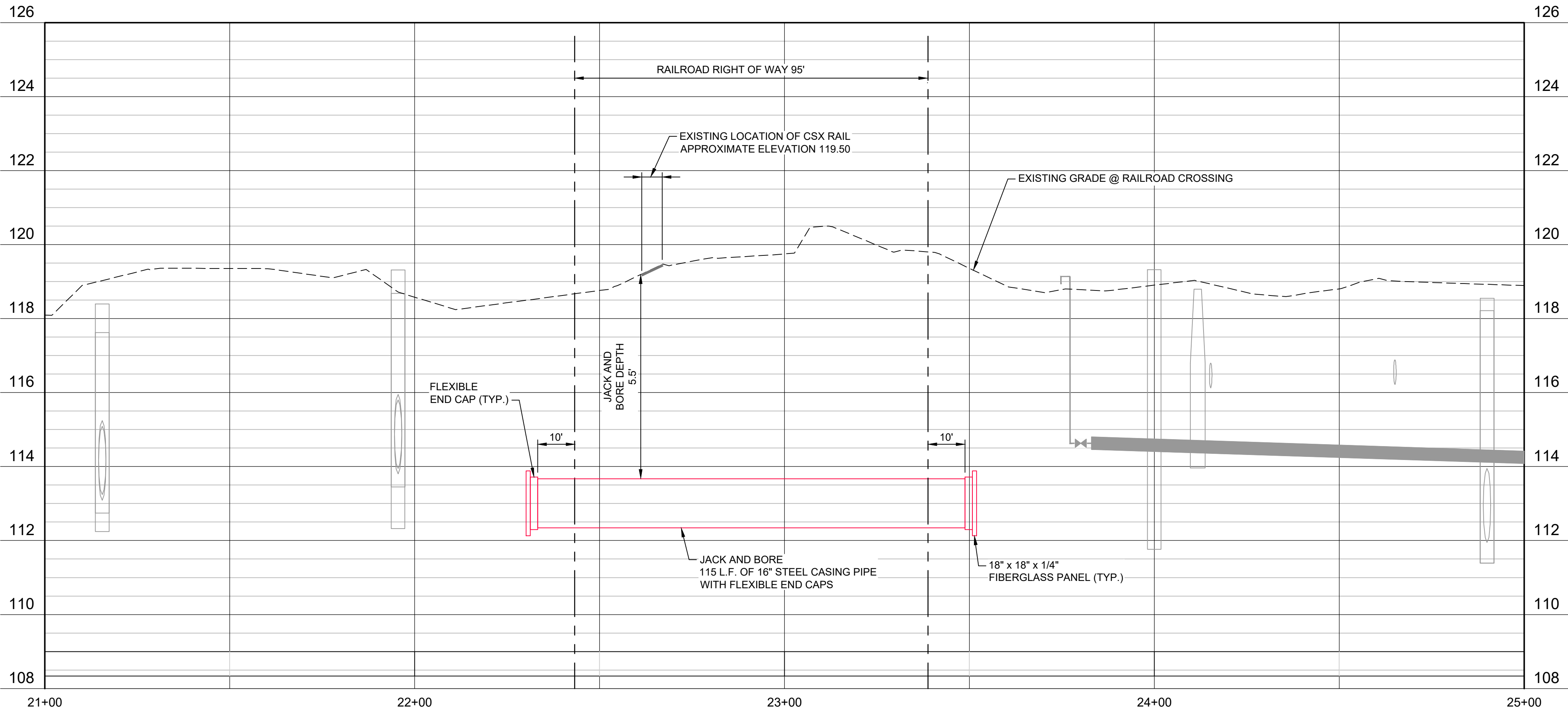


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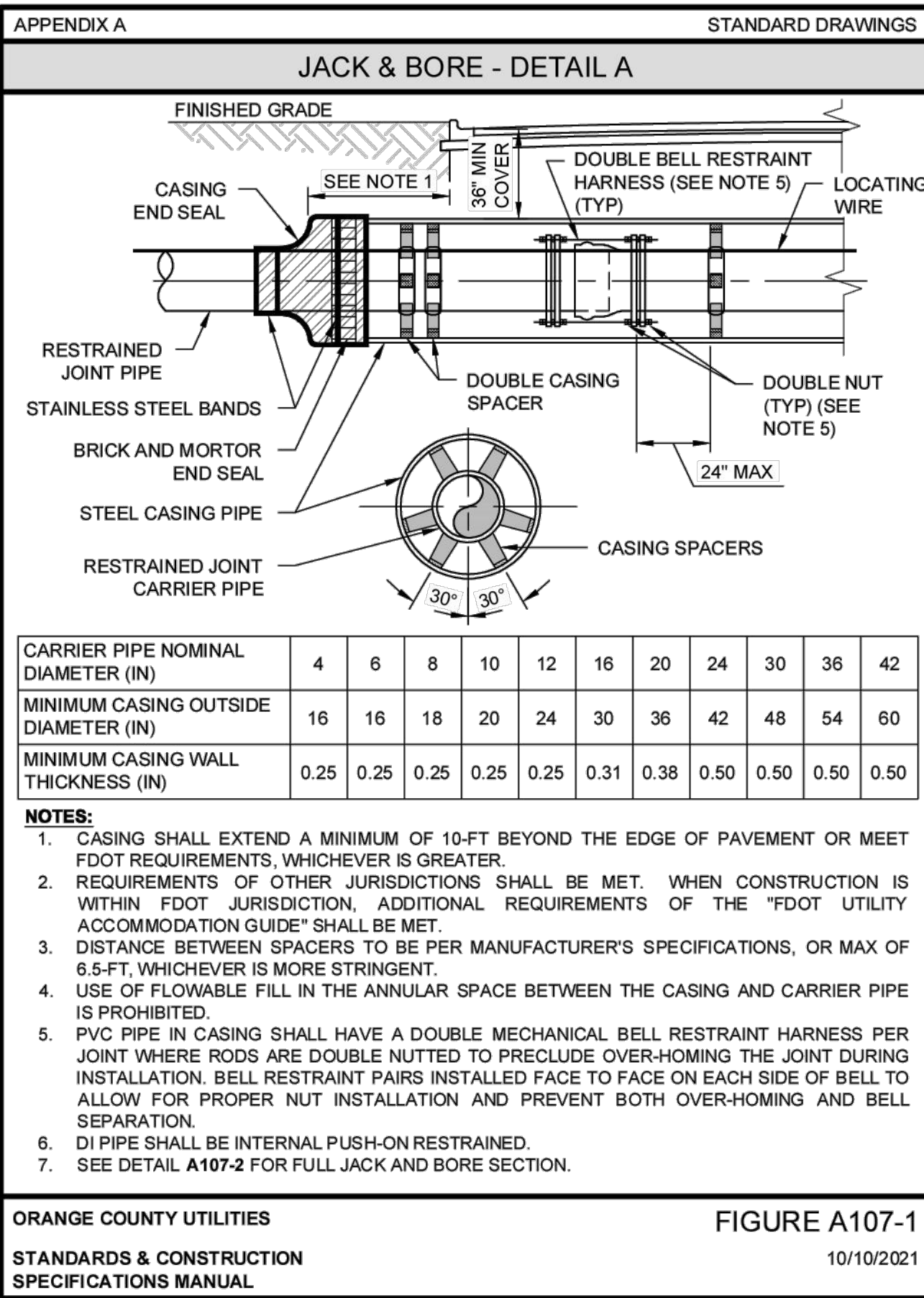


- NOTES:**
1. REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.
 2. FOR JACK AND BORE INSTALLATIONS THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE."
 3. LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.
 4. CASING PIPE ENDS MUST BE SEALED.

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS	
	Commodity Description:	Sanitary Sewer Force Main
	Maximum Operating Pressure:	75 PSI
	Is Commodity Flammable:	☐ Yes ☒ No
CARRIER/CASING PIPE DETAILS		
	Carrier Pipe	Casing Pipe
	Pipe Material:	N/A
	Material Specifications & Grade:	N/A
	Specified Minimum Yield Strength:	N/A
	Nominal Size Outside Diameter (Inches):	N/A
	Wall Thickness (Inches):	N/A
	Type of Seam:	N/A
	Type of Joints:	Restrained
	Tunnel Liner Plates Required:	☐ Yes ☒ No
	Cathodic Protection:	☐ Yes ☒ No
	Protective Coating:	☐ Yes ☒ No
	Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No



- NOTES:**
1. MINIMUM ALLOWABLE VERTICAL DISTANCE FROM CSX RAIL IS 5.5 FT.
 2. MINIMUM YIELD POINT STRENGTH OF 35,000 PSI ASTM A 252 GRADE 2 OR ASTM A 139 GRADE B, 0.281" WALL THICKNESS.



No.	Date	Revision	No.	Date	Revision
1			2		
2			3		
3			4		
4			5		



Building Better Communities Together
1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452
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Plans Prepared by:
CPH, LLC
A Full Service A & E Firm
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect No. JA26000025
Landscape No. LC000298

Designed by: MEI
Drawn by: GCM
Checked by: RMG
Date: 4/4/2024
Job No.: C0630

City of Ocoee
W. Oakland Avenue Railroad Crossing
Ocoee, Florida

PLAN AND PROFILE
STA 19+00 TO STA 25+00

Sheet No.

C-3



Meeting Date: September 17, 2024
Item #: 9

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of License Agreement Between Florida Central Railroad Company, LLC (FCEN) for the Floral Street Sewer Project. (Acting Utilities Director Bolling)

Background Summary:

The Floral Street Sewer Project was designed to provide gravity sewer service for residents in the Downtown Ocoee area. Staff worked with FCEN to obtain permission to install a 16-inch steel casing and a 4-inch sewer force main underneath the railroad tracks at the intersection of Floral Street and S. Kissimmee Avenue. This will allow the parcels located on the western corners of the intersection to connect to the gravity sewer system that was constructed during the Floral Street Sewer Project.

To obtain permission from FCEN to construct any utilities under their tracks, the City must enter into a licensing agreement for each application. Past agreements with FCEN have required the City to pay an annual license fee and that was increased annually based on the Consumer Price Index (CPI). This agreement will require the City to pay a one-time application fee of \$1,500.00 and a one-time license fee of \$23,400.00, providing the City with substantial savings over the lifetime of the agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the License Agreement between Florida Central Railroad Company, LLC (FCEN) for the Floral Street Sewer Project at a total cost of \$24,900.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the License Agreement with FCEN for the Floral Street Sewer Project at a total cost of \$24,900.00.

Attachments:

1. License Agreement
2. Force Main Extension Plans Final

Financial Impacts:

None, as the City has adequate funding in the Capital Improvements Fund for this agreement.

Type of Item: Consent

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this ____ day of _____, 2024 by and between **FLORIDA CENTRAL RAILROAD COMPANY, LLC**, a Florida corporation with an address of 3001 West Orange Avenue, Apopka, FL 32703 (“FCEN”) **CITY OF OCOEE**., a municipal corporation of Florida with an address of 1 North Bluford Avenue, Ocoee, FL 34761 (the “Licensee”).

Preliminary Statement

- A. Licensee, for the economical and convenient conduct of Licensee’s business, desires to obtain from FCEN a license to use a portion of FCEN’s right of way leased to FCEN pursuant to a lease agreement between FCEN and CSX Transportation, Inc. (the “CSX Lease”), without establishing, claiming, or possessing any estate or interest therein (the “License”), for the benefit of Licensee.
- B. FCEN has the right, power, and authority to enter into this License Agreement, pursuant to the CSX Lease.
- C. Licensee desires to construct and maintain an underground force main, (the “Pipe”) within the License Area, defined below

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. **GRANT OF LICENSE**
FCEN hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Pipe one under the FCEN’s right of way at Floral St., via 34 line foot trench , in the vicinity of Railroad Mile Post AVB 832.4, former DOT Crossing 622140V Ocoee, Orange County, Florida (the “License Area”), described on Exhibit A, which is attached hereto and incorporated herein.
2. **SUBJECT TO MASTER LEASE AGREEMENT**
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.
3. **STATUS OF SUBCONTRACTORS**
For purposes of this Agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees, and others acting under its or their authority.

4. USE

Licensee shall use the License Area for the construction, maintenance and operation of the Pipe that are the subject of this Agreement only for the conveyance of sewer water within main, and any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCEN, its successors or assigns. The Pipe shall be constructed, maintained and operated by Licensee in accordance with Exhibit A.

5. CONDUCT OF WORK

All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCEN's General Manager. Any and all work shall be performed in a manner satisfactory to the FCEN. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCEN. At the sole discretion of FCEN's General Manager, flag protection services may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. FEE

Licensee shall pay to FCEN for this License a one-time fee of Twenty-Three thousand four hundred Dollars (\$23,400.00) per occupancy, (the "Fee") plus Fifteen Hundred Dollars (\$1,500.00) for application and document processing. Licensee shall pay the Fee to FCEN within thirty (30) days after presentation of an invoice. Notwithstanding any contrary provisions herein, Licensee shall not access, enter upon, or use the License Area until FCEN receives the Fee from Licensee. In the event FCEN terminates this License prior to the expiration of the Term, it will return a prorated portion of the Fee to Licensee.

7. TERM

The term of this License Agreement shall run for a period of twenty (20) years from the above date. Thereafter, this Agreement shall automatically renew for successive five (5) year periods unless or until it is terminated as provided below.

8. TERMINATION

Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party twelve (12) months advance written notice of its intention to so terminate. In the event of termination, Licensee shall remove the Pipe and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by said Licensee, at its sole expense, cost, and liability. Upon failure to do so, FCEN may at any time thereafter, remove the Pipe and repair the License Area at the sole expense, cost, and liability of Licensee.

9. GOVERNMENT REQUIREMENTS

Installation of the Pipe pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.

10. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Pipe to other areas within FCEN's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Pipe at the reasonable request of FCEN. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent permitted by applicable law and expressly limited to the amounts set forth in in §768.28, Fla. Stat. (2023), except Contractors on behalf of Licensee. Licensee shall defend, indemnify and save FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence, existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Pipe, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition. Other than the above limited indemnity not to exceed the amounts set forth in §768.28 Fla. Stat. (2023), nothing in this Agreement shall be construed as a waiver of Licensee's sovereign immunity.

12.2. Use of FCEN's right of way involves certain risks of loss or damage as a result of FCEN's operations. Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Pipe, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCEN's operations. For purposes of this section, Licensee's property shall include the contents of the Pipe as well as property of third parties situated or placed upon FCEN's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipe or the required depth and support for the Pipe.

12.4 Without limiting the generality of other provisions contained herein, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, Licensee's use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising from the circumstances referenced in (a) of this provision or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCEN's tracks caused by Licensee's use of the License Area or the presence of Licensee's facilities.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCEN harmless shall also extend to companies or other legal entities that control or are under common control with FCEN and its/their respective officers, shareholders, directors, agents, and employees.

12.6 Nothing in this Agreement shall require Licensee to indemnify FCEN or its other subsidiaries or affiliates or hold them harmless from damages caused exclusively by FCEN's own willful misconduct or gross negligence.

12.7. Licensee's duty to defend, indemnify, and hold FCEN harmless shall survive the expiration and/or termination of this License Agreement.

13. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, LLC.**, 3001 West Orange Avenue, Apopka, Florida 32703.

All notices on the part of FCEN to Licensee shall be given in writing to the City of Ocoee, 1 N Bluford Avenue, Ocoee, Florida 34761 Attn: City Manager

All notices shall be delivered in person, or via overnight courier, or email.

14. FCEN COSTS AND EXPENSES

Licensee agrees to pay to FCEN all reasonable costs and expenses incurred by FCEN due to FCEN's granting of this License or due to the use, maintenance, or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCEN's cost of providing flag protection services pursuant to Paragraph 5 above. Licensee's cost for such flag protection services shall be the then-current rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

15. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

16. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained. FCEN will consent to an assignment by the Licensee provided that the assignee assumes all obligations and duties of the Licensee to the reasonable satisfaction of FCEN, and the Licensee and the assignee execute FCEN's usual and customary assignment and assumption agreement.

17. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors, and assigns.

18. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

19. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit, or describe the scope of this Agreement or any provision thereof.

20. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

21. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

22. INSURANCE

Licensee and its Contractors shall maintain insurance in the following amounts:

- (a) General liability insurance in the amount of Two Million dollars (\$2,000,000);
- (b) Contractual liability in the amount of Two Million dollars (\$2,000,000);

- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000).

All such insurance shall name FCEN as an additional insured. The original of the railroad protective liability policy shall be provided to FCEN and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCEN prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Pipe and whenever the Pipe will be reconstructed, updated, maintained, or otherwise improved.

23. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

24. MERGER

This Agreement represents the final, complete, and exclusive understanding of the Parties of the subject matter hereto.

25. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of: **FLORIDA CENTRAL RAILROAD
COMPANY, LLC.**

By: Mark Meyer

By: Karen Kuivinen Digitally signed by Karen Kuivinen
Date: 2024.08.26 14:20:53 -04'00'

CITY OF OCOEE SIGNATURE PAGE

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

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

FOR USE AND RELIANCE
ONLY BY THE CITY OF
OCOEE, FLORIDA; APPROVED
AS TO FORM AND
LEGALITY this _____ day of
_____, 20__.

FISHBACK DOMINICK

By: _____ Richard Geller, City Attorney

EXHIBIT A
LICENSEE'S 2024 APPLICATION FOR PIPE CROSSING
(7 pages below)

Application for Facility Installation

Plans for proposed installation shall be submitted to and meet the approval and requirements of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code (NESC) or the American Railway Engineering Association (AREMA) which ever applies. **An original Plan, Section and Elevation views** from field survey showing location in respect to Mile Post, width of Railroad Right of Way, location of adjacent structures affecting crossing must accompany application. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall also be shown. Flagging as defined by Railroad is required during installation and costs are responsibility of Agreement Holder.

THIS SECTION RAILROAD USE ONLY

Railroad Approval:

Application Fee: **2024 \$1,500.00**

RR Agreement No: OCOE-62-207

Licensing Type: 1x Fee

Licensing Amount: \$23,400.00

FIELDS BELOW TO BE FILLED IN BY APPLICANT

Narrative

Please provide a Description / Scope of work to be performed (include purpose, scope of work, special conditions)

Open cut (trench) 34 LF of 16-inch steel casing for a 4-inch force main under the existing rail corridor.

With sleeve

Installation Location Information

City: Ocoee

State: Florida

County: Orange

Railroad Location Initials: FCEN

GPS Latitude Entering ROW: 28.34055

GPS Longitude Entering ROW: 81.32477

Feet: 34

Select a direction from nearest railroad mile post:

Mile Post No: AVB 832.4

Angle between center line of right of way and occupancy will be (degrees): 90

No of RR Tracks to be crossed: 0 - tracks have been removed.

Total length within RR right of way measured in feet: 60

Will facility be located near a public roadway?: Yes

Street Name: Floral Street

AAR/DOT Crossing 622140-V Inventory Number:

Facility Owner Information

Legal Information

Owner's Complete Legal Company Name: City of Ocoee

Legal Address Line 1: 1 N Bluford Ave

Legal Address Line 2:

City: Ocoee

State: Florida

Zip: 34761

Business Type: Municipality

Other Business Type:

State of Business Registration: FL

The following must be provided for the person who will sign off on agreement:

Name: Rusty Johnson

Title: Mayor

Billing Information

If same as legal address above, check here: ☒		
Billing City: Ocoee	Billing State: Florida	Billing Zip: 34761
Billing Address Line 1: 1 N Bluford Ave	Billing Address 2:	

Owner Contact Information

Contact Name: Jennifer Bolling	Title: Acting Utilities Director	E-mail: jbolling@occoee.org
Office Phone: 407-905-3159	Extension:	Mobile Phone:
Emergency Phone:		

Project Engineer/Consultant/Agent Information

If same as legal address above, check here:	Engineer/Consultant/Agent Company Name: Hazen and Sawyer
Contact Name: Derek W. Bieber	
Address Line 1: 2420 S Lakemont Avenue	
Address Line 2: Suite 325	
City: Orlando	State: FL Zip: 32814
Office Phone: 407-362-1104	Mobile Phone: 321-948-6064 E-mail: dbieber@hazenandsawyer.com

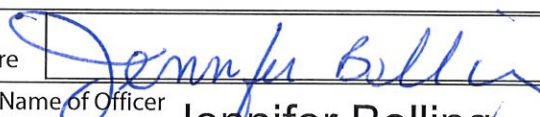
Project Information

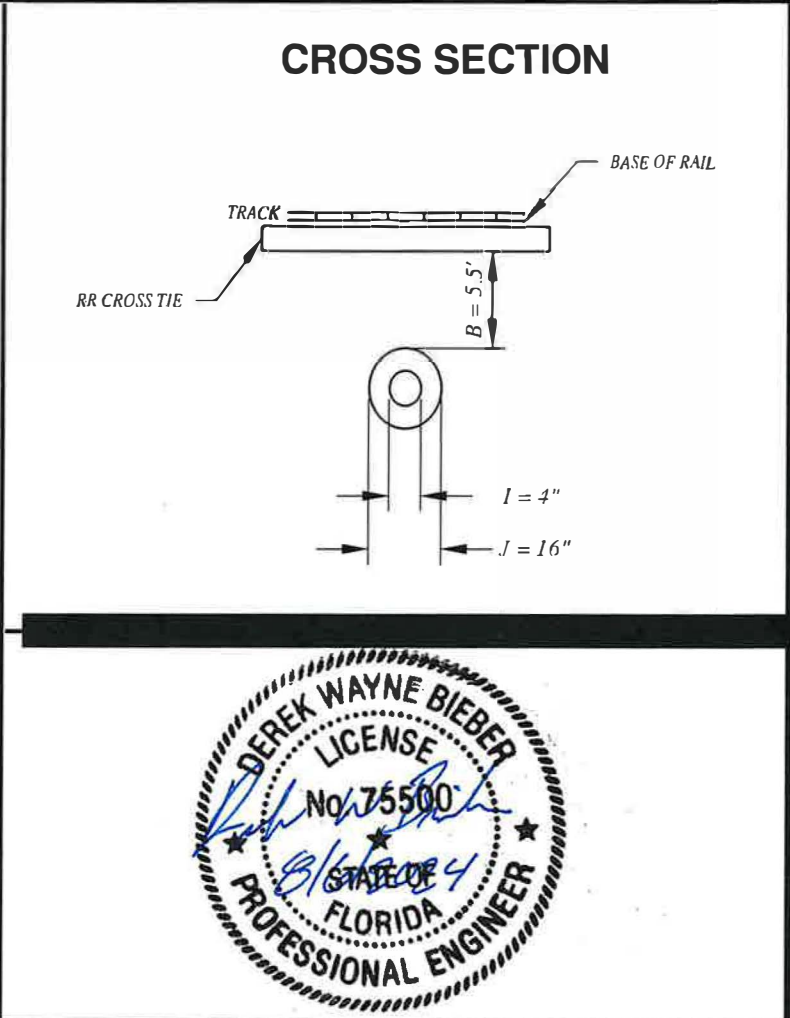
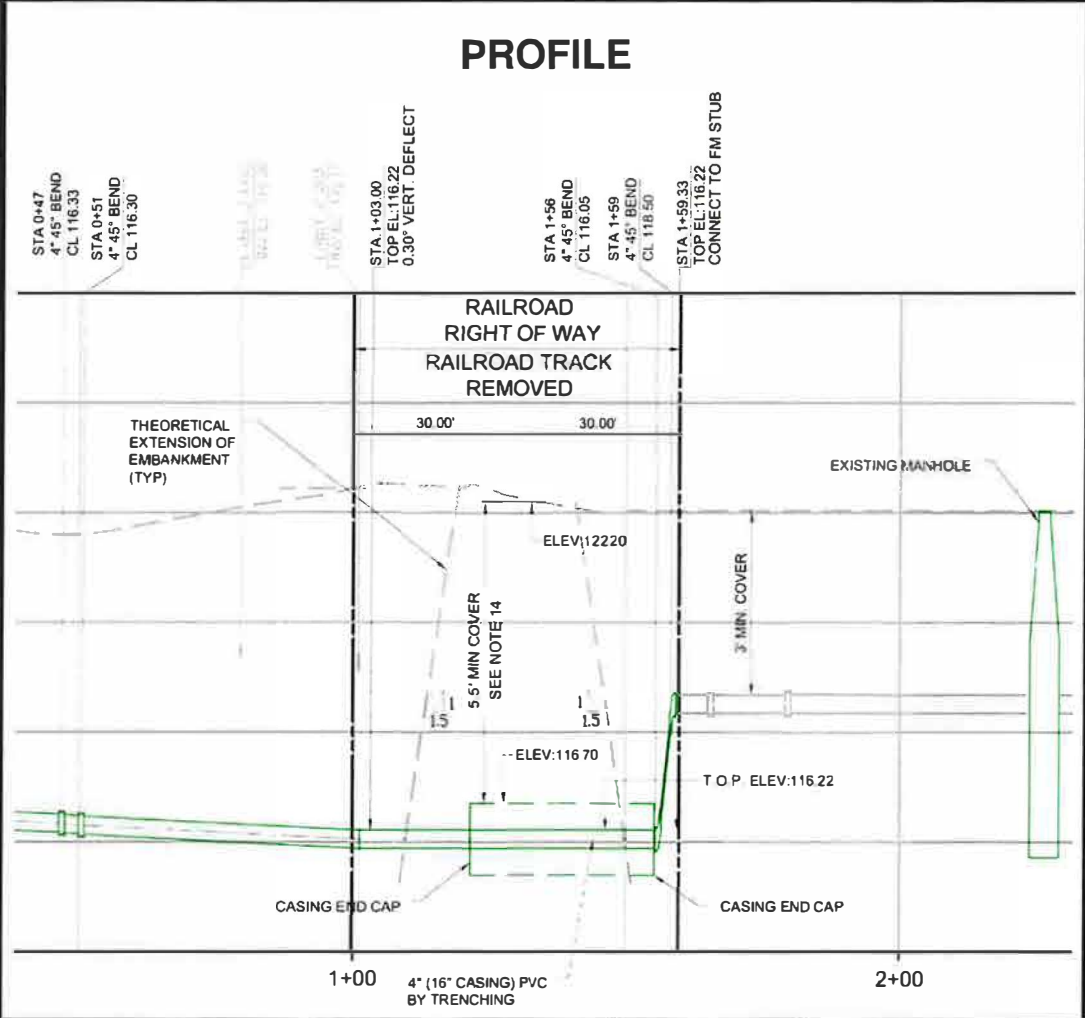
Is this covered by existing Railroad permit/agreement or master agreement?	No	If Yes provide detail below: Open cut (trench) 34 LF of 16-inch steel casing for a future 4-inch force main under the existing rail corridor
Is this project related to another transaction/project with railroad?	No	
Is this a new installation? New Installation Request Yes		
Will proposed installation connect to an existing facility within railroad corridor?	No	
Type of Installation: Pipe- Water/Sewer/Gas		Method: Sub Grade Plans of any sub-grade ≥30" diameter are subject to review by Engineers of Railroad choice at cost & expense of facility owner.
Will this installation be parallel to railroad company tracks anywhere in excess of 150 feet?	No	If yes indicate length in feet.

Sub-grade Installation Information		
If sub-grade, select the proposed method of installation: Trench		Additional Information Tracks have already been removed. Minimum cover under the area where the tracks were previously installed will be a minimum of 5'-6" to the top of casing.
Bury: Base of rail to top of casing: 5'-6"		
Bury: Not beneath tracks: 5'-6"		
Bury: Roadway ditches: 5'-6" (no ditches)		
Temporary track support or riprapping required: Tracks removed		
Wires, pole obstructions to be relocated: No obstructions.		
Pipe Installation		
Pipe Type: C900 PVC	Flammable: No	
Max working pressure (PSI): 250	Test Pressure Type: Hydrostatic	
Pipe Specifications	Carrier Pipe	Casing Pipe
Materials Specs & Grade	C900 PVC	Grade B Steel
Minimum Yield Strength of Material PSI	21,000 psi	35,000 psi
Mill Test Pressure PSI	610 (DR 14)	
Inside Diameter	4.00	15.72
Wall Thickness	0.80	0.28
Outside Diameter	4.80	16.00
Type of Seam	None	Straight
Laying Lengths	20 ft	20 ft
Kind of Joints	Restrained	Welded
Number of Vents: 0	Size of Vents: N/A	Height Above Ground: N/A
Seals: Provided	Cathodic Protection: No	Protective Coating: No
Type, size and spacing of insulators or supports: CCS Series by Cascade Waterworks or equal, Max 6' Spacing		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

IF THE APPLICATION IS APPROVED, THE APPLICANT SHALL EXECUTE THE RAILROAD'S STANDARD FORM OF LICENSE AGREEMENT. IN THE EVENT THE RAILROAD INCURS LEGAL FEES IN EXCESS OF \$500 IN CONNECTION WITH THE COMPLETION OF THE LICENSE AGREEMENT THE APPLICANT SHALL PAY FOR ALL SUCH LEGAL FEES OF THE RAILROAD IN EXCESS OF \$500. WHETHER APPROVED OR DENIED, IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION OR THE UNDERLYING SUBJECT MATTER OF THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RAILROAD. THE APPLICANT AGREES THAT THERE IS VALID CONSIDERATION EXCHANGED BY ALL PARTIES HERETO TO SUPPORT ALL OBLIGATIONS CREATED BY THIS APPLICATION.

Date: 8/12/24	Written Signature: 
Title of Officer: Acting Utilities Director	Printed Name of Officer: Jennifer Bolling
Signing Application:	Signing Application:



NOTES:

REFER TO HDD INTERIM GUIDELINES AND ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.

LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.

CASING PIPE ENDS MUST BE SEALED.

IF APPLICABLE, HDPE DR 11 OR BETTER MUST BE USED.

YOUR DRAWING MUST SHOW ALL SETS OF TRACKS PRESENT AT THE PROPOSED UTILITY CROSSING LOCATION.

CSX BORE PLAN TEMPLATE AND FRACTION MITIGATION PLAN TO BE SUBMITTED TO CSX FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION

LEGEND	
Letter	Description
(a)	Distance from centerline of track to FCEN R/W
(b)	Distance from base-of-rail to top-of-casing
(c)	Distance from base-of-ditch to top-of-casing
(d)	Total length of pipe on FCEN R/W
(e) (N/A)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s) (N/A)
(f) (N/A)	Distance from top-of-vent pipe to ground surface (4' minimum required) (N/A)
(g) (N/A)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s) (N/A)
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down
(i)	Carrier pipe diameter
(j)	Casing pipe diameter
(k)	Depth of Launching/Receiving Pit (TRENCH AREA)

PIPELINE CONTENT DETAILS			
Commodity Description:		Sanitary Sewer Force Main - 4 Inch Carrier Pipe	
Maximum Operating Pressure:			
Is Commodity Flammable:		☐ Yes ☒ No	
CARRIER/CASING PIPE DETAILS			
		Carrier Pipe	Casing Pipe
	Pipe Material:	PVC	Steel
	Material Specifications & Grade:	C900	Grade "B"
	Specified Minimum Yield Strength:	21,000 psi	35,000 psi
	Nominal Size Outside Diameter (Inches):	4.80	16
	Wall Thickness (Inches):	0.57	0.281
	Type of Seam:	None	Straight
	Type of Joints:	Restrained	Welded
	Tunnel Liner Plates Required:	☐ Yes ☒ No	
	Cathodic Protection:	☐ Yes ☒ No	Type: N/A
	Protective Coating:	☐ Yes ☒ No	Type: N/A
	Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No	Must Describe & Show on Dwg.

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

Location: Floral Street, Ocoee, FL

Latitude: N 28 34 05 5

Longitude: W 81 32 47 7

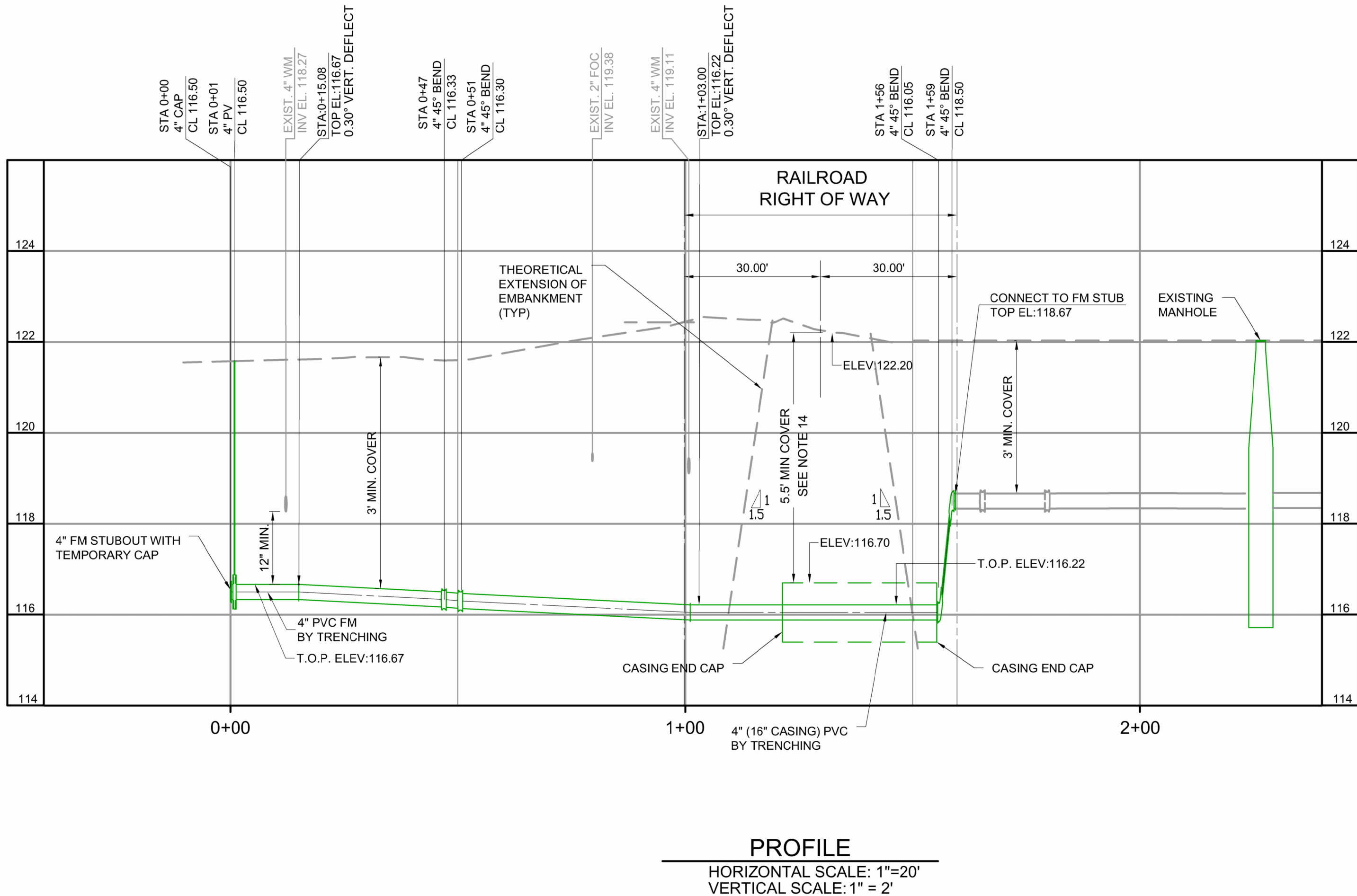
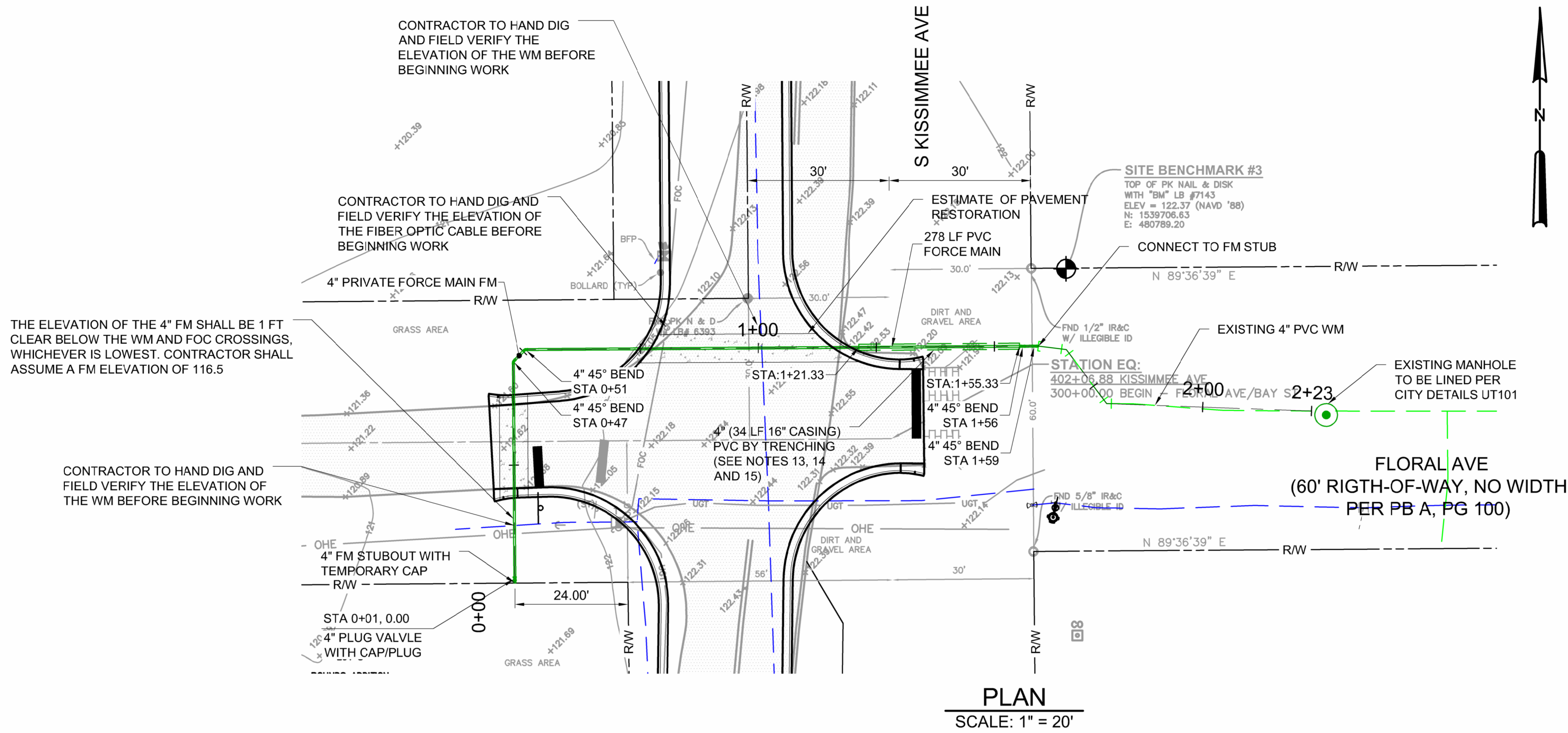
Drawing No.: _____ Sheet: 1 of 1

Drawing Date: 05 / 30 / 24 Revised: 08 / 05 / 24

Drawing Scale: V NTS

Drawing Scale: H NTS

File: C:\USERS\HPD\ACDC\GCS\HAZEN AND SAWYER\41154-001_FLORAL ST SEWER PROJECT\PROJECT FILES\CIVIL\10-18 Sward by HP Save date: 8/5/2024 12:48 p. m.
PLOT DATE: 8/5/2024 3:18 p. m. BY: HP



NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
2. STATIONING IS ALONG CENTERLINE OF THE PIPE WITH OFFSETS.
3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
4. DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY (03/15/2022)
5. CONTRACTOR TO PROTECT EXISTING WATER MAIN DURING CONSTRUCTION OF NEW FORCE MAIN.
6. CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCOEE FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
7. CONTRACTOR TO CONSTRUCT TEMPORARY PAVING/CONCRETE REPAIR ONCE NEW MAINS ARE INSTALLED AND PRIOR TO EXISTING MAINS BEING REMOVED, UNTIL FINISHED PAVING CAN BE CONSTRUCTED.
8. REPLACE ALL SOD AND CITY STANDARD LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
9. CONTRACTOR TO COORDINATE WITH THE CITY PUBLIC WORKS DEPARTMENT ON INTERSECTION STRIPING AND DESIGN.
10. MINIMUM COVER FROM BASE OF THE GROUND TO THE TOP OF THE CASING PIPE.
11. CONTRACTOR SHALL PROVIDE A MINIMUM OF 2 WEEKS NOTICE TO CAPITAL RAIL CONSTRUCTOR PRIOR TO BEGINNING WORK ON THE TRENCH RAIL ROAD CROSSING. WORK SHALL BE COORDINATED WITH CAPITAL RAIL CONSTRUCTORS.
12. SLOPE CASING AS NEEDED FOR INSTALLATION BY CONTRACTOR. REFER TO TRENCH METHODS AS NEEDED TO APPROPRIATELY REMOVE SPOIL.
13. SEE CASING DIAMETER AND THICKNESS IN SPECS SECTION 02446.
14. STEEL CASING PIPE REQUIRES WELDED JOINTS.
15. EXISTING MANHOLE TO BE LINED WITH LINING SYSTEM FROM THE CITY OF OCOEE LIST OF APPROVED PRODUCTS.

LEGEND

- CONCRETE
- PAVERS
- ELEVATION
- OHE
- OVERHEAD WIRES
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- X" UGE
- X" UGC
- X" GAS
- EXISTING ELECTRIC LINE
- EXISTING TELEPHONE LINE
- EXISTING GAS LINE
- PROPERTY LINE
- EASEMENT LINE
- R/W
- CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT TO BE REMOVED



				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
2	CONFORMED SET	09/29	DB	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	
1	100% DESIGN	08/23	DB		
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

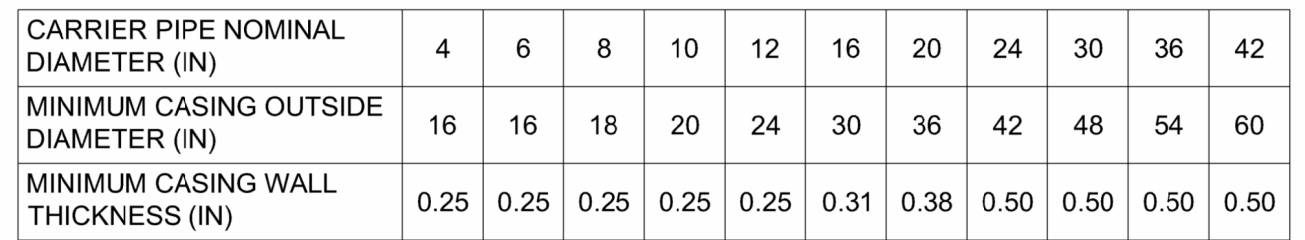


CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

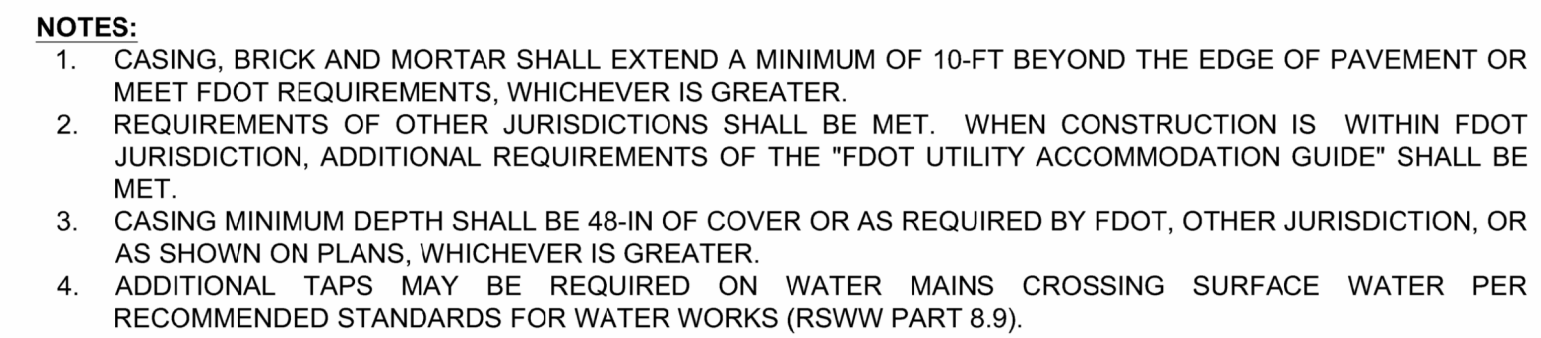
CIVIL
PLAN AND PROFILE
CHANGE ORDER #3 - OPTION 2

DATE:	JULY 2024
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-801B



NOTES:

1. CASING SHALL EXTEND A MINIMUM OF 10-FT BEYOND THE EDGE OF PAVEMENT OR MEET FDOT REQUIREMENTS, WHICHEVER IS GREATER.
2. REQUIREMENTS OF OTHER JURISDICTIONS SHALL BE MET. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE "FDOT UTILITY ACCOMMODATION GUIDE" SHALL BE MET.
3. DISTANCE BETWEEN SPACERS TO BE PER MANUFACTURER'S SPECIFICATIONS, OR MAX OF 6.5-FT, WHICHEVER IS MORE STRINGENT.
4. USE OF FLOWABLE FILL IN THE ANNULAR SPACE BETWEEN THE CASING AND CARRIER PIPE IS PROHIBITED.
5. PVC PIPE IN CASING SHALL HAVE A DOUBLE MECHANICAL BELL RESTRAINT HARNESSE PER JOINT WHERE RODS ARE DOUBLE NUTTED TO PRECLUDE OVER-HOMING THE JOINT DURING INSTALLATION. BELL RESTRAINT PAIRS INSTALLED FACE TO FACE ON EACH SIDE OF BELL TO ALLOW FOR PROPER NUT INSTALLATION AND PREVENT BOTH OVER-HOMING AND BELL SEPARATION.
6. DI PIPE SHALL BE INTERNAL PUSH-ON RESTRAINED.
7. SEE DETAIL **A107-2** FOR BULL JACK AND BORE SECTION.



NOTES:

1. CASING, BRICK AND MORTAR SHALL EXTEND A MINIMUM OF 10-FT BEYOND THE EDGE OF PAVEMENT OR MEET FDOT REQUIREMENTS, WHICHEVER IS GREATER.
2. REQUIREMENTS OF OTHER JURISDICTIONS SHALL BE MET. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE "FDOT UTILITY ACCOMMODATION GUIDE" SHALL BE MET.
3. CASING MINIMUM DEPTH SHALL BE 48-IN OF COVER OR AS REQUIRED BY FDOT, OTHER JURISDICTION, OR AS SHOWN ON PLANS, WHICHEVER IS GREATER.
4. ADDITIONAL TAPS MAY BE REQUIRED ON WATER MAINS CROSSING SURFACE WATER PER RECOMMENDED STANDARDS FOR WATER WORKS (RSWW PART 8.9).

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1" 

DEREK W. BIEBER PE. No. 75500

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET SEWER PROJECT

CIVIL
CITY STANDARD DETAILS

DATE:	JULY 2024
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-801C

STAFF REPORT

Meeting Date: September 17, 2024
Item #: 10

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Florida Central Railroad Company, LLC (FCEN) License Agreement for the W. Oakland Avenue Reconstruction Project. (Acting Utilities Director Bolling)

Background Summary:

The approved W. Oakland Avenue Reconstruction Project includes the construction of a gravity sewer system that will provide service to the parcels along W. Oakland Avenue, East of FCEN's railroad tracks. Staff worked with FCEN to obtain permission to install a 16-inch steel casing underneath the railroad tracks to provide future developments west of the railroad tracks the ability to connect to a gravity sewer.

To obtain permission from FCEN to construct any utilities under their tracks, the City must enter into a license agreement for each application. Past agreements with FCEN have required the City to pay an annual license fee and the fee was increased annually based on the Consumer Price Index (CPI). This agreement will require the City to pay a one-time application fee of \$1,500.00 and a one-time license fee of \$23,400.00, providing the City with substantial savings over the lifetime of the agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the License Agreement with the Florida Central Railroad Company, LLC (FCEN) for the W. Oakland Avenue Reconstruction Project at a total cost of \$24,900.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the License Agreement with FCEN for the W. Oakland Avenue Reconstruction Project at a total cost of \$24,900.00.

Attachments:

1. License Agreement
2. W. Oakland Ave Railroad Crossing(S&S)

Financial Impacts:

None, as the City has adequate funding in the Capital Improvements Fund for this agreement.

Type of Item: Consent

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this ____ day of _____, 2024 by and between **FLORIDA CENTRAL RAILROAD COMPANY, LLC**, a Florida corporation with an address of 3001 West Orange Avenue, Apopka, FL 32703 (“FCEN”) **CITY OF OCOEE**., a municipal corporation of Florida with an address of 1 North Bluford Avenue, Ocoee, FL 34761 (the “Licensee”).

Preliminary Statement

- A. Licensee, for the economical and convenient conduct of Licensee’s business, desires to obtain from FCEN a license to use a portion of FCEN’s right of way leased to FCEN pursuant to a lease agreement between FCEN and CSX Transportation, Inc. (the “CSX Lease”), without establishing, claiming, or possessing any estate or interest therein (the “License”), for the benefit of Licensee.
- B. FCEN has the right, power, and authority to enter into this License Agreement, pursuant to the CSX Lease.
- C. Licensee desires to construct and maintain an underground force main, (the “Pipe”) within the License Area, defined below. It is acknowledged that a casing only shall be installed in advance of the proposed force main.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

- 1. **GRANT OF LICENSE**
FCEN hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Pipe one under the FCEN’s tracks and right of way at Oakland St. , in the vicinity of Railroad Mile Post ATB 832.25, DOT Crossing 621881D Ocoee, Orange County, Florida (the “License Area”), described on Exhibit A, which is attached hereto and incorporated herein.
- 2. **SUBJECT TO MASTER LEASE AGREEMENT**
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.
- 3. **STATUS OF SUBCONTRACTORS**
For purposes of this Agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees, and others acting under its or their authority.

4. USE
Licensee shall use the License Area for the construction, maintenance and operation of the Pipe that are the subject of this Agreement only for the conveyance of sewer water within main, and any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCEN, its successors or assigns. The Pipe shall be constructed, maintained and operated by Licensee in accordance with Exhibit A.

5. CONDUCT OF WORK
All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCEN's General Manager. Any and all work shall be performed in a manner satisfactory to the FCEN. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCEN. At the sole discretion of FCEN's General Manager, flag protection services may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. FEE
Licensee shall pay to FCEN for this License a one-time fee of Twenty-Three thousand four hundred Dollars (\$23,400.00) per occupancy, (the "Fee") plus Fifteen Hundred Dollars (\$1,500.00) for application and document processing. Licensee shall pay the Fee to FCEN within thirty (30) days after presentation of an invoice. Notwithstanding any contrary provisions herein, Licensee shall not access, enter upon, or use the License Area until FCEN receives the Fee from Licensee. In the event FCEN terminates this License prior to the expiration of the Term, it will return a prorated portion of the Fee to Licensee.

7. TERM
The term of this License Agreement shall run for a period of twenty (20) years from the above date. Thereafter, this Agreement shall automatically renew for successive five (5) year periods unless or until it is terminated as provided below.

8. TERMINATION
Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party twelve (12) months advance written notice of its intention to so terminate. In the event of termination, Licensee shall remove the Pipe and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by said Licensee, at its sole expense, cost, and liability. Upon failure to do so, FCEN may at any time thereafter, remove the Pipe and repair the License Area at the sole expense, cost, and liability of Licensee.

9. GOVERNMENT REQUIREMENTS

Installation of the Pipe pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.

10. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Pipe to other areas within FCEN's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Pipe at the reasonable request of FCEN. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent permitted by applicable law and expressly limited to the amounts set forth in in §768.28, Fla. Stat. (2023), except Contractors on behalf of Licensee. Licensee shall defend, indemnify and save FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence, existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Pipe, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition. Other than the above limited indemnity not to exceed the amounts set forth in §768.28 Fla. Stat. (2023), nothing in this Agreement shall be construed as a waiver of Licensee's sovereign immunity.

12.2. Use of FCEN's right of way involves certain risks of loss or damage as a result of FCEN's operations. Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Pipe, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCEN's operations. For purposes of this section, Licensee's property shall include the contents of the Pipe as well as property of third parties situated or placed upon FCEN's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipe or the required depth and support for the Pipe.

12.4 Without limiting the generality of other provisions contained herein, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, Licensee's use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising from the circumstances referenced in (a) of this provision or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCEN's tracks caused by Licensee's use of the License Area or the presence of Licensee's facilities.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCEN harmless shall also extend to companies or other legal entities that control or are under common control with FCEN and its/their respective officers, shareholders, directors, agents, and employees.

12.6 Nothing in this Agreement shall require Licensee to indemnify FCEN or its other subsidiaries or affiliates or hold them harmless from damages caused exclusively by FCEN's own willful misconduct or gross negligence.

12.7. Licensee's duty to defend, indemnify, and hold FCEN harmless shall survive the expiration and/or termination of this License Agreement.

13. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, LLC.**, 3001 West Orange Avenue, Apopka, Florida 32703.

All notices on the part of FCEN to Licensee shall be given in writing to the City of Ocoee, 1 N Bluford Avenue, Ocoee, Florida 34761 Attn: City Manager

All notices shall be delivered in person, or via overnight courier, or email.

14. FCEN COSTS AND EXPENSES

Licensee agrees to pay to FCEN all reasonable costs and expenses incurred by FCEN due to FCEN's granting of this License or due to the use, maintenance, or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCEN's cost of providing flag protection services pursuant to Paragraph 5 above. Licensee's cost for such flag protection services shall be the then-current rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

15. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

16. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained. FCEN will consent to an assignment by the Licensee provided that the assignee assumes all obligations and duties of the Licensee to the reasonable satisfaction of FCEN, and the Licensee and the assignee execute FCEN's usual and customary assignment and assumption agreement.

17. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors, and assigns.

18. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

19. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit, or describe the scope of this Agreement or any provision thereof.

20. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

21. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

22. INSURANCE

Licensee and its Contractors shall maintain insurance in the following amounts:

- (a) General liability insurance in the amount of Two Million dollars (\$2,000,000);
- (b) Contractual liability in the amount of Two Million dollars (\$2,000,000);

- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000).

All such insurance shall name FCEN as an additional insured. The original of the railroad protective liability policy shall be provided to FCEN and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCEN prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Pipe and whenever the Pipe will be reconstructed, updated, maintained, or otherwise improved.

23. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

24. MERGER

This Agreement represents the final, complete, and exclusive understanding of the Parties of the subject matter hereto.

25. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of:

**FLORIDA CENTRAL RAILROAD
COMPANY, LLC.**

By: Mark Meyer

By: Karen Kuivinen Digitally signed by Karen Kuivinen
Date: 2024.08.12 06:19:12 -04'00'

CITY OF OCOEE SIGNATURE PAGE

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

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

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

20_. FISHBACK

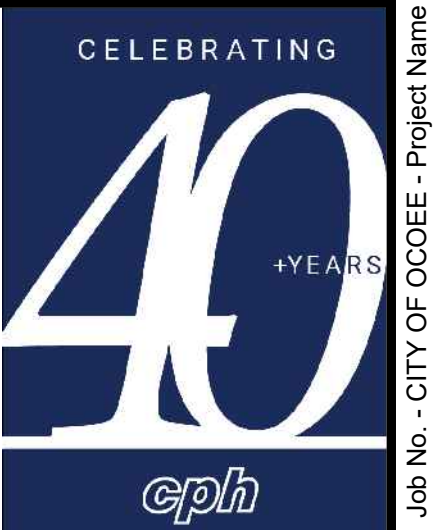
DOMINICK

By: _____ Richard Geller, City Attorney

EXHIBIT A
LICENSEE'S 2024 APPLICATION FOR PIPE CROSSING
(6 pages below)

City of Ocoee W. Oakland Avenue Railroad Crossing

April 2024



CITY OFFICIALS:

MAYOR:	RUSTY JOHNSON
COMMISSIONER DISTRICT 1:	SCOTT R. KENNEDY
COMMISSIONER DISTRICT 2:	ROSEMARY WILSEN
COMMISSIONER DISTRICT 3:	RICHARD FIRSTNER
COMMISSIONER DISTRICT 4:	AGES HART
CITY MANAGER:	ROBERT D. FRANK
ASSISTANT CITY MANAGER:	CRAIG SHADRIX
UTILITIES DIRECTOR:	JAMIE CROTEAU
ASSISTANT UTILITIES DIRECTOR:	JENNIFER BOLLING, P.E.



VICINITY MAP
N.T.S.

INDEX OF SHEETS:

C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	PLAN AND POFILE



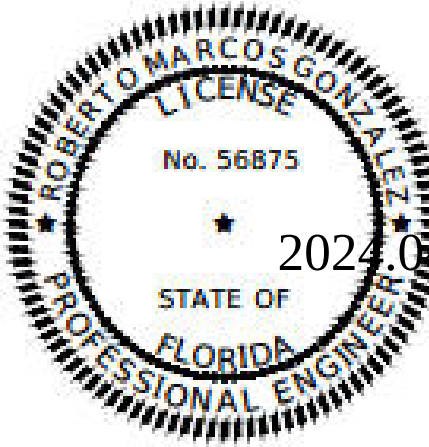
1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

Plans Prepared By:
CPH, LLC

A Full Service A & E Firm
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect No. A42000926
Landscape No. LC000298

www.cphcorp.com

**Building Better
Communities Together**



This item has been electronically signed and sealed by Roberto Marcos Gonzalez, P.E., on the date/time stamp shown using a digital signature. This stamp is considered signed and sealed and the signature must be verified on any electronic copies.

ROBERTO MARCOS GONZALEZ, P.E.
P.E. LIC. # 56875

Sheet No.

C-1

PERMIT SET

GENERAL PROVISIONS

1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.
2. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP, COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
3. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
4. CONTRACTOR SHALL PROVIDE A PRECONSTRUCTION VIDEO DOCUMENTING THE EXISTING CONDITIONS FROM RIGHT-OF-WAY TO RIGHT-OF-WAY ALONG PROJECT LIMITS.
5. THE CONTRACTOR SHALL SUBMIT ELECTRONIC COPIES OF SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION. PRIOR TO SUBMISSION, THE CONTRACTOR SHALL THOROUGHLY CHECK SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES FOR COMPLETENESS AND FOR COMPLIANCE WITH THE CONSTRUCTION PLANS AND SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND SHALL COORDINATE THE SHOP DRAWINGS WITH THE REQUIREMENTS FOR OTHER RELATED WORK. THE CONTRACTOR'S RESPONSIBILITY FOR ERRORS AND OMISSIONS IN SUBMITTALS IS NOT RELIEVED BY THE ENGINEER'S REVIEW OF SUBMITTALS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING AT THE TIME OF SUBMISSION, OF DEVIATIONS IN SUBMITTALS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
6. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME.
7. THE CONTRACTOR SHALL COORDINATE QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE A) PIPING AND STRUCTURAL EXCAVATION, BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS; B) DETERMINATION OF COMPACTIVE EFFORT NEEDED FOR COMPLIANCE WITH THE DENSITY REQUIREMENTS; C) PORTLAND CEMENT CONCRETE AND ASPHALT PAVING QUALITY CONTROL TESTING INCLUDING DESIGN MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, AND FIELD AND LAB CURED STRENGTH SAMPLES AND TESTING.
8. IN ADDITION TO QUALITY CONTROL TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.
9. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS.
10. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.
11. CHAPTER 556, FLORIDA STATUTES, REQUIRES EXCAVATORS TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA (SSOCOF) BEFORE BEGINNING ANY EXCAVATION IN THE STATE OF FLORIDA UNLESS A SPECIFIC EXEMPTION LISTED IN F.S. 556.108 APPLIES. AN EXCAVATOR MUST NOTIFY SSOCOF TWO FULL BUSINESS DAYS BEFORE EXCAVATING. EXCAVATORS MAY CALL 1-800-432-4770 DURING BUSINESS HOURS OR USE THE INTERNET TO PROVIDE NOTIFICATION INFORMATION.

UTILITY GENERAL NOTES

1. THE UTILITY DATA SHOWN ON THESE PLANS WAS LOCATED BY THE RESPECTIVE UTILITY, OR IS BASED ON UTILITY DRAWINGS, MAPS, OR FIELD RECONNAISSANCE.
2. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.
3. A SINGLE POINT UTILITY IDENTIFICATION SERVICE HAS BEEN SET UP FOR EXISTING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER BY DIALING '811' AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL NON-PARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. PER FLORIDA STATUTE 553.851, THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE GAS COMPANY TWO (2) WORKING DAYS PRIOR TO STARTING EXCAVATION.
4. THE FOLLOWING UTILITIES MAY HAVE FACILITIES IN THE VICINITY OF THE CONSTRUCTION AREA:
- CITY OF OCOEE
DUKE ENERGY
CENTURYLINK
CHARTER
5. THE CONTRACTOR SHALL KEEP LOCATE TICKETS UP TO DATE AT ALL TIMES.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH EACH UTILITY AND ALL COSTS ASSOCIATED WITH THE PROTECTION OF EXISTING FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE NECESSARY RELOCATIONS OR OTHER CONSTRUCTION RELATED MATTERS WITH EACH UTILITY.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING PIPING ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER AND THE ENGINEER.
8. TYPICAL DETAILS AS SHOWN ARE TO ILLUSTRATE THE ENGINEER'S INTENT AND ARE NOT PRESENTED AS A SOLUTION TO ALL CONSTRUCTION PROBLEMS ENCOUNTERED IN THE FIELD. THE CONTRACTOR MAY ALTER THE METHOD OF CONSTRUCTION TO SUIT FIELD CONDITIONS, PROVIDING HE SUBMITS A PROPOSAL FOR AN ALTERNATE METHOD TO THE ENGINEER FOR APPROVAL AND USES MATERIALS AS DESIGNATED IN THE SPECIFICATIONS.
9. FOR EACH RESPECTIVE PIPELINE CONSTRUCTION REQUIRED, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, AND ALIGNMENT OF ALL EXISTING PIPES, CABLES, ETC. TO BE CROSSED OR CONNECTED TO. IF THE CONTRACTOR DEEMS NECESSARY (A) A CHANGE IN ALIGNMENT OR DEPTH, OR THE NEED FOR ADDITIONAL FITTINGS, BENDS, OR COUPLINGS, WHICH REPRESENT A DEPARTURE FROM THE CONTRACT DRAWING, OR (B) A NEED FOR RELOCATION OF EXISTING UTILITIES, THEN DETAILS OF SUCH DEPARTURES, RELOCATIONS, OR ADDITIONAL FITTINGS, INCLUDING CHANGES IN RELATED PORTIONS OF THE PROJECT AND THE REASONS THEREFORE, SHALL BE SUBMITTED WITH SHOP DRAWINGS. APPROVED DEPARTURES FOR THE CONTRACTOR'S CONVENIENCE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
10. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TEST PUMPING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC, LEAKAGE, AND PRESSURE TESTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER IN WRITTEN FORM, FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL PERFORM SATISFACTORY PRETESTING PRIOR TO NOTIFICATION. THE CONTRACTOR SHALL NOTIFY THE CITY UTILITIES INSPECTOR IN WRITING 48 HOURS IN ADVANCE OF PROPOSED TESTING.
11. THE CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS, APPROVED MATERIALS LIST, AND DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
12. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.

AS-BUILT DRAWING REQUIREMENTS

1. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER THREE WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY.
2. AS BUILT NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARD MANUAL IN THE FOLLOWING FORMATS:
- ONE PDF COPY.
 - ONE CAD COPY DRAWN IN STATE PLANE COORDINATES.

SITE PREPARATION

1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES AS INDICATED ON THE DRAWINGS. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
2. STAKE OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCH MARKS, BATTER BOARDS, CENTERLINES, BASELINES, AND REFERENCE POINTS FOR THE WORK, AND VERIFY ALL DIMENSIONS RELATING TO INTERCONNECTION WITH EXISTING FEATURES. REPORT ANY INCONSISTENCIES IN THE PROPOSED GRADES, LINES AND LEVELS, DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK.
3. PROTECT ALL TREES AND SHRUBS, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.
4. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BRANCH SPREAD.
5. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER.
6. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT ENCROACH UPON OR OTHERWISE OBSTRUCT THE WORK.
7. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.
8. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 2" IN DIAMETER, AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND.
9. ALL COMBUSTIBLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

EXCAVATION, TRENCHING, AND FILL

1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.80-553.84). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
2. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES. DIRECT SITE RUNOFF TO THE PONDS TO MINIMIZE RUNOFF TO OFFSITE AREAS.
3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES, OR THE POND VOLUME IS NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR MAY BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COST TO THE OWNER.
4. FIELD DENSITY TESTING FREQUENCIES: A) ONE TEST FOR EACH 10,000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING, MINIMUM 2 TESTS EACH LAYER; B) ONE TEST FOR EACH 100 SQUARE FEET OR FRACTION THEREOF OF BACKFILL AROUND AND UNDER STRUCTURES; C) ONE TEST FOR EACH 300 LINEAL FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING IN THE PIPELINE TRENCH; D) ONE TEST PER LIFT PER EACH CHANGE IN TYPE OF FILL; E) ONE TEST PER 1000 SQUARE FEET OF PAVEMENT SUBGRADE, MINIMUM OF 2 TESTS.
5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER POSSIBLE.
- A. ACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-1, A-3, A-2.4, A-2.6; ASTM D2487 CLASSIFICATION GW, GP, GM, SM, SW, SP; UNLESS OTHERWISE DISAPPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN 12% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE.
- B. UNACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-2.5, A-2.7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT; UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS.
6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.
7. SIDEWALKS, ROADS, STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS, EXCEPT AS AUTHORIZED BY THE ENGINEER, IN WHICH CASE ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO TENANTS OCCUPYING ADJOINING PROPERTY.
8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROVIDED, TO SUPPORT THE SIDES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED.
9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATIONS OVER 20 FEET DEEP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA.
10. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT.
11. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED FOR INDICATED FLOW LINES AND INVERT ELEVATIONS. OVER EXCAVATE TRENCHES A MINIMUM OF 2 FEET WHERE EXCAVATIONS OCCUR WITHIN UNSUITABLE SOILS, AND REPLACE OVER EXCAVATED MATERIAL WITH SUITABLE SOILS.
12. EXCEPT AS OTHERWISE INDICATED, EXCAVATE FOR PRESSURE PIPING SO TOP OF PIPING IS MINIMUM 3 FEET BELOW FINISHED GRADE.
13. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND STABLE TO A DEPTH TWO FEET BELOW THE BOTTOM OF THE TRENCH OR STRUCTURE.
14. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS OR FLOWABLE FILL. WHERE TRENCH OR EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH.
15. MINIMUM DENSITY REQUIREMENT (ASTM D1557 OR AASHTO T180): BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS = 98 PERCENT; BACKFILL AND FILL PLACED WITHIN PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS = 95 PERCENT; BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT = 95 PERCENT; BACKFILL AND FILL PLACED IN ALL OTHER AREAS = 90 PERCENT.

UTILITY SEPARATION REQUIREMENTS

1. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
2. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, WASTEWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
- A. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, VACUUM TYPE SANITARY SEWER AND RECLAIMED WATER MAIN.
- B. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF TEN FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN THE OUTSIDE OF WATER MAINS AND THE OUTSIDE OF GRAVITY SANITARY SEWERS CAN BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- C. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF TEN FEET FROM ALL PARTS OF ANY EXISTING OR PROPOSED ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS DO NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITIES.
3. THE VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY AND STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
- A. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES ABOVE THE OUTSIDE OF THE SEWER. WHERE IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, THEN THE WATER MAIN CAN CROSS UNDER THESE TYPES OF PIPELINE SYSTEMS PROVIDED THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE PIPELINE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM VACUUM TYPE SANITARY SEWER OR STORM SEWER JOINTS, AND AT LEAST SIX FEET FROM GRAVITY SANITARY SEWER JOINTS.
- B. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED RECLAIMED WATER MAINS, WASTEWATER FORCE MAINS AND STORMWATER FORCE MAINS. WHETHER THE WATER MAIN CROSSES OVER OR UNDER THESE TYPES OF PIPELINE SYSTEMS, THE OUTSIDE OF THE WATER MAIN SHALL BE AT LEAST 18 INCHES FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN, WASTEWATER FORCE MAIN AND STORMWATER FORCE MAIN. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM RECLAIMED WATER MAIN JOINTS AND STORMWATER FORCE MAIN JOINTS, AND AT LEAST SIX FEET FROM THE JOINTS OF WASTEWATER FORCE MAINS.
4. WHERE SEPARATION IN ACCORDANCE WITH CITY OF OCOEE DETAIL UT013 CAN NOT BE MET, A LESSER SEPARATION IN ACCORDANCE WITH 62.555.314 MAY BE ALLOWED.

EROSION AND SEDIMENT CONTROLS

1. AN EROSION CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT AS THAT ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION PERIOD. PROVISION MUST BE MADE TO PRESERVE THE INTEGRITY AND CAPACITY OF CHECK WEIRS, SEDIMENT BASINS, SLOPE DRAINS, GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE HAY BALES, SILT BARRIERS, TEMPORARY GRASSING, ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.
- A) STOCKPILING MATERIAL
NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
- B) EXPOSED AREA LIMITATION
THE SURFACE AREA OF OPEN, RAW ERODABLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL BE CONTROLLED, SO THAT THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFFSITE DEPOSIT SEDIMENTS.
- C) INLET PROTECTION
INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORM WATER RUNOFF UNTIL THE COMPLETION OF THE ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
- D) TEMPORARY SEEDING
AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY (30) DAYS SHALL BE SEEDDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AND EARLY COVER, DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDINGS SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. THE RATE OF SEEDINGS SHALL BE 30 POUNDS PER ACRE.
- E) TEMPORARY SEEDING AND MULCHING
SLOPES STEEPER THAN 6:1 THAT FAIL WITHIN THE CATEGORY ESTABLISHED IN 4 ABOVE, SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY TWO (2) INCHES, LOOSE MEASURE, OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDDED AREA TO A DEPTH OF FOUR (4) INCHES.
- F) TEMPORARY GRASSING
THAT SEEDDED OR SEEDDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.
- G) TEMPORARY RE-GRASSING
IF, AFTER 14 DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEEDS APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER.
- H) MAINTENANCE
ALL FEATURES OF THE PROJECT SHALL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
2. TEMPORARY SILT FENCES AND STAKED SILT BARRIERS, SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION, SEC. 104.6, 104.7 AND SEC. 985.
3. THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE EPA NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) REGULATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST ALSO PREPARE AND SUBMIT A NOTICE OF INTENT (NOI) FORM TO FDEP 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
4. UNDER PROVISIONS OF THE CLEAN WATER ACT, OPERATOR(S) OF CONSTRUCTION SITES, PURSUANT TO CONDITIONS OF THE NPDES PERMIT, MUST SUBMIT A NOI TO OBTAIN COVERAGE UNDER THE NPDES STORM WATER CONSTRUCTION GENERAL PERMIT.
5. NOIS MUST BE SENT TO THE FOLLOWING ADDRESS:
NPDES STORMWATER PROGRAM
2600 BLAIR STONE ROAD
MAIL STATION 2500
TALLAHASSEE, FL 32399
PHONE: (850) 245-7522
UPON SUBMITTAL TO FDEP IN TALAHASSEE, THE CONTRACTOR SHALL ALSO SUBMIT A COPY TO THE CITY ENGINEER.

No	Date	Revision	No	Date	Revision
△			△		
△			△		
△			△		
△			△		



Building Better Communities Together

1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

www.cphcorp.com

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Plans Prepared By:
CPH, LLC

A Full Service A & E Firm

State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB143
Architect No. AA25000926
Landscape No. LC5000298

Designed by: MEI

Drawn by: GCM

Checked by: RMG

Date: 4/4/2024

Job No. O6030

ROBERTO MARCOS GONZALEZ, P.E.

P.E. LIC. # 56875

City of Ocoee

W.Oakland Avenue Railroad Crossing

Ocoee, Florida

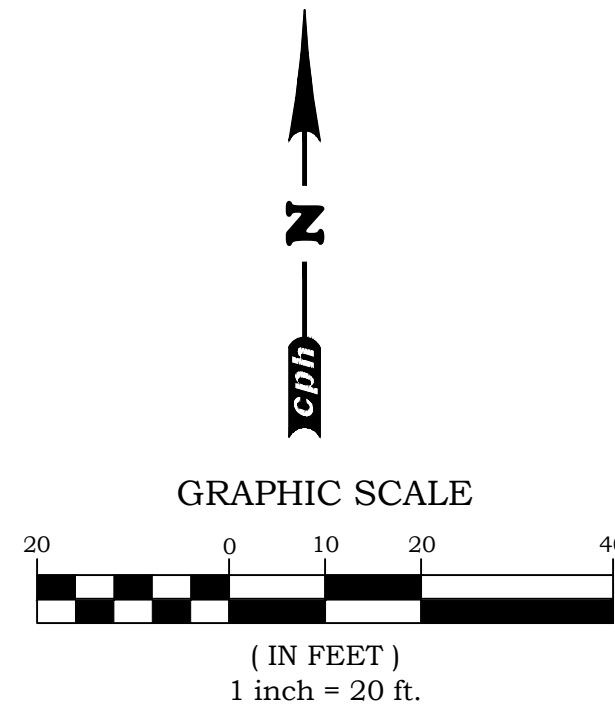
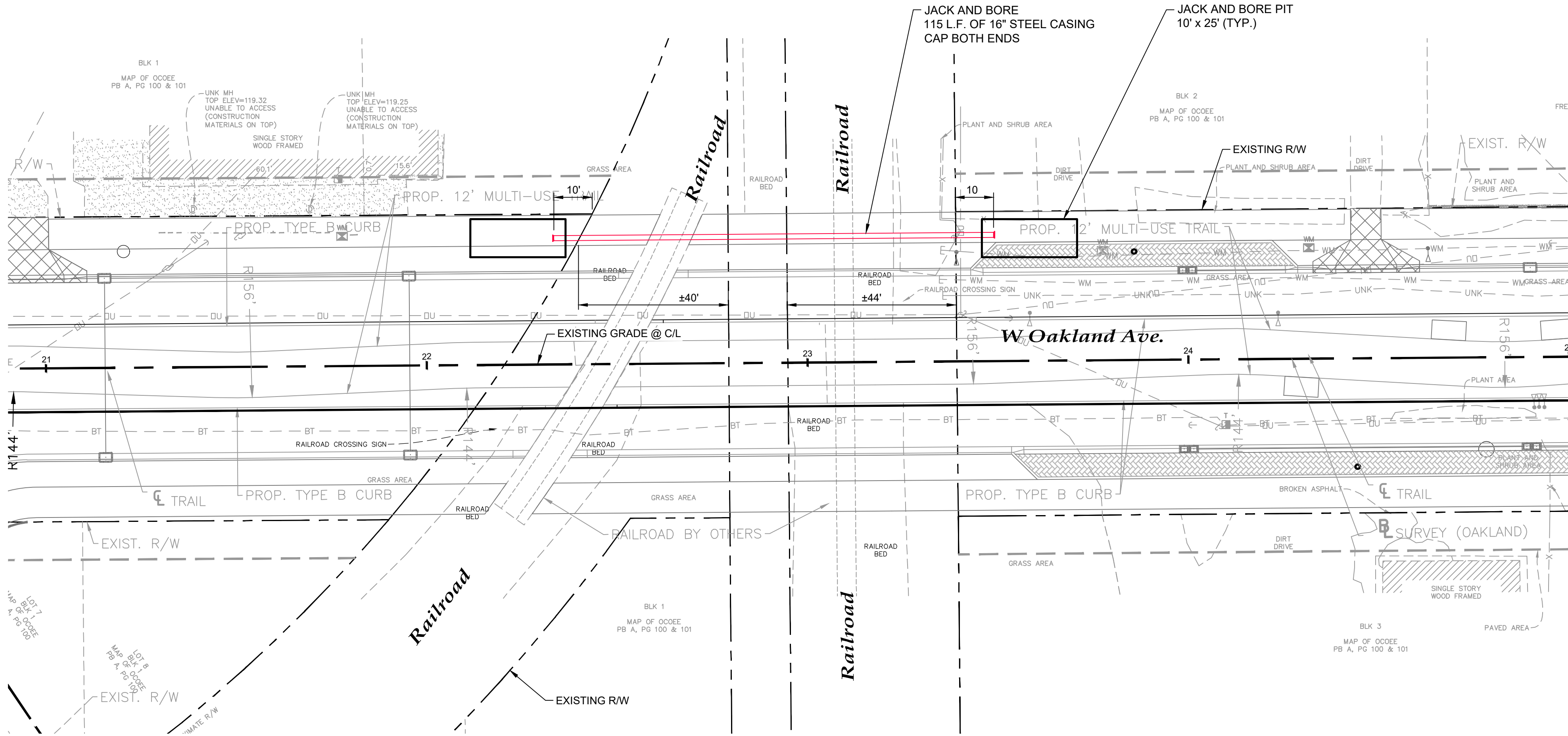
GENERAL NOTES

C-2

Sheet No.

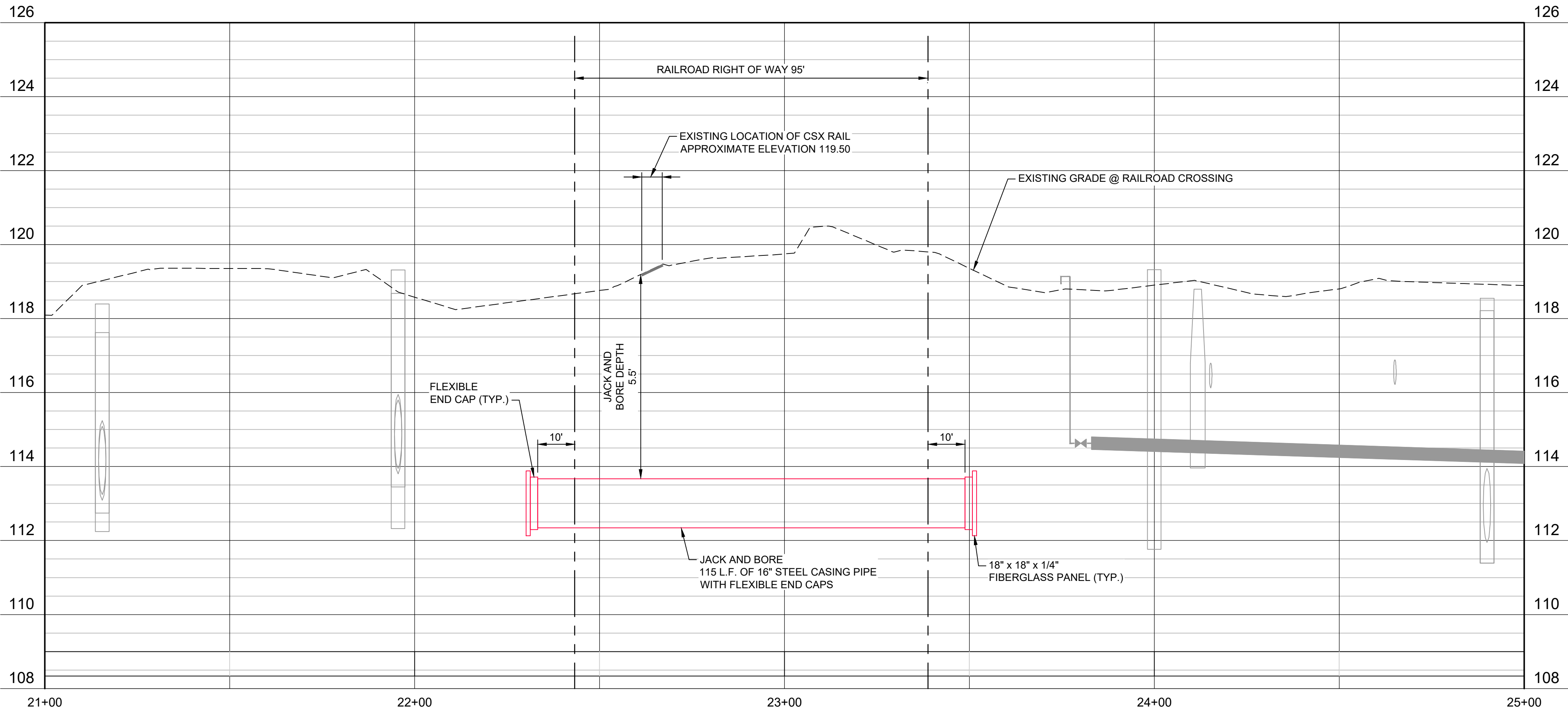
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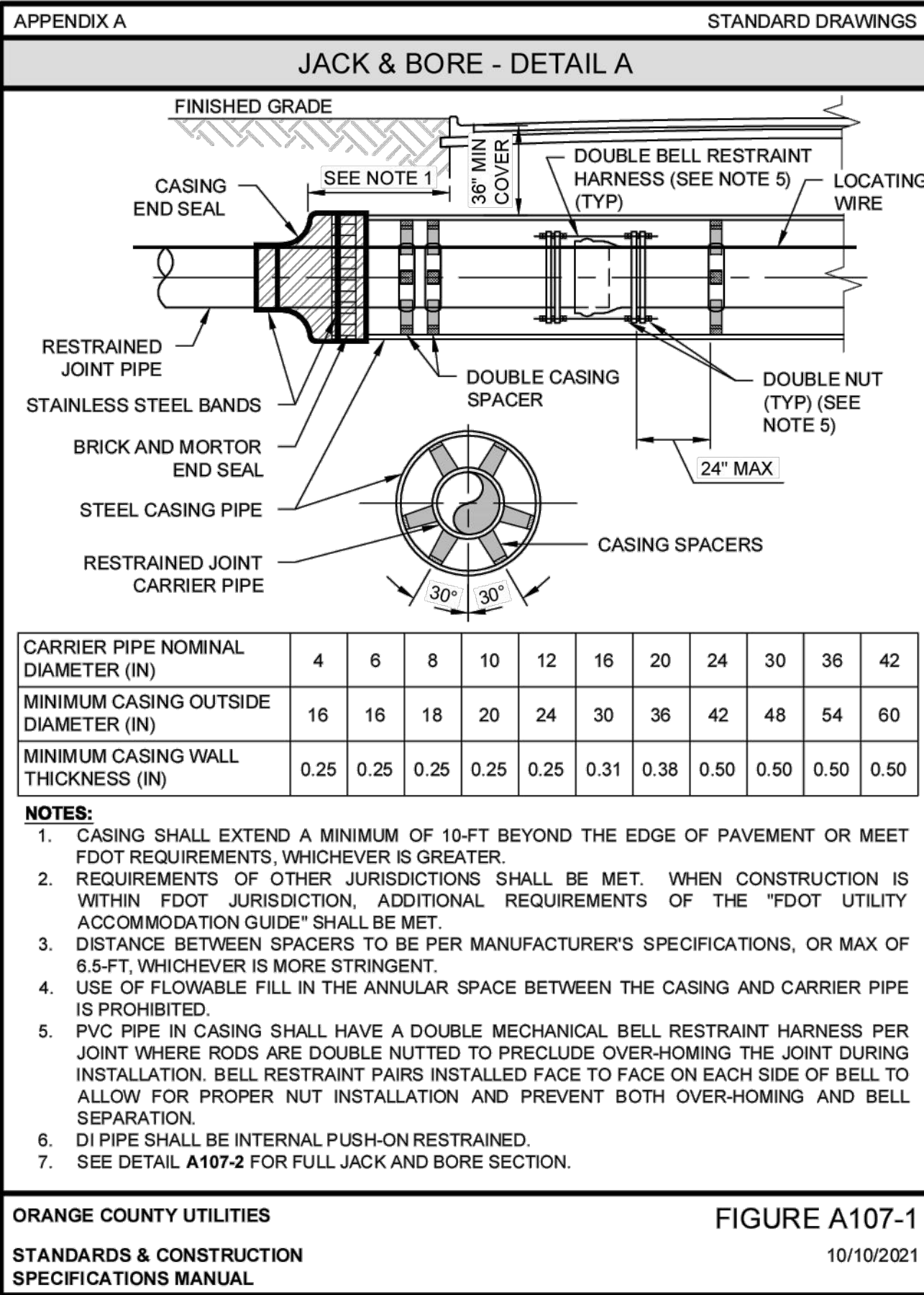


- NOTES:**
1. REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.
 2. FOR JACK AND BORE INSTALLATIONS THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE."
 3. LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.
 4. CASING PIPE ENDS MUST BE SEALED.

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS	
	Commodity Description:	Sanitary Sewer Force Main
	Maximum Operating Pressure:	75 PSI
	Is Commodity Flammable:	☐ Yes ☒ No
CARRIER/CASING PIPE DETAILS		
	Carrier Pipe	Casing Pipe
	Pipe Material:	N/A Steel
	Material Specifications & Grade:	N/A ASTM A252 or ASTM A139
	Specified Minimum Yield Strength:	N/A 35,000 PSI
	Nominal Size Outside Diameter (Inches):	N/A 16
	Wall Thickness (Inches):	N/A 0.281"
	Type of Seam:	N/A N/A
	Type of Joints:	Restrained Welded
	Tunnel Liner Plates Required:	☐ Yes ☒ No
	Cathodic Protection:	☐ Yes ☒ No Type: _____
	Protective Coating:	☐ Yes ☒ No Type: _____
	Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No Must Describe & Show on Dwg.



- NOTES:**
1. MINIMUM ALLOWABLE VERTICAL DISTANCE FROM CSX RAIL IS 5.5 FT.
 2. MINIMUM YIELD POINT STRENGTH OF 35,000 PSI ASTM A 252 GRADE 2 OR ASTM A 139 GRADE B, 0.281" WALL THICKNESS.



No.	Date	Revision	No.	Date	Revision
1			2		
2			3		
3			4		
4			5		



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Designed by: MEI
Drawn by: GCM
Checked by: RMG
Date: 4/4/2024
Job No.: C0630

ROBERTO MARCOS GONZALEZ, P.E.
P.E. LIC. # 56875

City of Ocoee
W.Oakland Avenue Railroad Crossing
Ocoee, Florida

PLAN AND PROFILE
STA 19+00 TO STA 25+00

Sheet No.
C-3



Meeting Date: September 17, 2024
Item #: 11

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Change Order No. 1 for RFQ #23-004 Construction Manager at Risk (CMR) for Floral Street Water, Sewer and Road Reconstruction. (Acting Utilities Director Bolling)

Background Summary:

The Floral Street Water, Sewer and Road Reconstruction project is part of the Downtown Master Plan to stimulate development in downtown Ocoee and includes the extension of the gravity sewer system. Due to the elevation constraints of the existing gravity sewer system along Bluford Avenue, and the strict depth requirements from Florida Central Railroad Company, LLC (FCEN), the original gravity sewer design did not extend west of FCEN's railroad tracks.

Staff worked with Hazen and Sawyer, the Engineering Consultant for this project, to overcome the elevation and depth constraints. As a result of this effort, a 16-inch steel casing and a 4-inch force main will be installed under the railroad tracks at the intersection of Floral Street and S. Kissimmee Avenue. This will allow the parcels on the west side of the intersection to connect to the gravity sewer system that was constructed as part of this project. The City will realize long-term cost savings by proactively installing these items now, while the Floral Street project is still under construction, allowing the City to maintain most of the pricing from the current CMR contract.

Change Order No. 1 will allow for the CMR, J Malever Construction Company, of the Floral Street Water, Sewer, and Road Reconstruction project to construct the 4-inch force main and 16-inch steel casing at a cost of \$92,490.73.

Issue:

Should the Honorable Mayor and City Commissioners approve Change Order No. 1 for RFQ #23-004 Floral Street Water, Sewer, and Road Reconstruction at a cost of \$92,490.73?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve Change Order No. 1 for RFQ #23-004 Floral St Water, Sewer, and Road Reconstruction in the amount of \$92,490.73.

Attachments:

1. Change Order No. 1
2. Force Main Extension Plans Final

Financial Impacts:

None, as the City has adequate funding in the Capital Improvements Fund for this change order.

Type of Item: Consent



**CITY OF OCOEE
1 N. Bluford Avenue
Ocoee, Florida 34761**

This Change Order Requires Action by the City Commission

**RFQ #23-004 Floral Street Water, Sewer, and Road Construction
CHANGE ORDER NO. 1**

DATE: 9/6/2024 PURCHASE ORDER: 1428963

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	<u>\$2,291,950.50</u>
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	<u>\$2,291,950.50</u>
Net Increase (Decrease) Resulting from this CHANGE ORDER	<u>\$92,490.73</u>
The current CONTRACT PRICE including this CHANGE ORDER	<u>\$2,384,441.23</u>
Original CONTRACT COMPLETION DATE:	<u>06/28/2024</u>
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	<u>06/28/2024</u>
Net Increase Resulting from this CHANGE ORDER	<u>170 days</u>
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	<u>12/15/2024</u>

CHANGES ORDERED:

I. REQUIRED CHANGES

1. This change order will cause a net increase to the contract total in the amount of \$92,490.73.

2. Increase in Pay Items to complete the project:

- No. 1 Mobilization/General Conditions by Nineteen Thousandths (0.019) of One (1) Lump Sum in the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars
- No. 2 Traffic Control by Two Hundred Forty-Six Thousandths (0.246) of One (1) Lump Sum in the amount of Eight Thousand Two Hundred Fifty and 00/100 (\$8,250.00) Dollars
- No. 6 Erosion Control by Thirty-One Thousandths (0.031) of One (1) Lump Sum in the amount of Two Hundred and 00/100 (\$200.00) Dollars
- No. 7 Clearing/Demo – Sidewalk, Curbs & Driveway by Eighty-Three Thousandths (0.083) of One (1) Lump Sum in the amount of Five Thousand (\$5,000.00) Dollars
- No. 33 Sod R/W by Fifty (50) Square Yards in the total amount of Three Hundred (\$300.00) Dollars
- No. 104 Construction Fee – 8% by Four Hundredths (0.04) of One (1) Lump Sum in the amount of Six Thousand Five Hundred Forty-Eight and 02/100 (\$6,548.02) Dollars
- No. 105 Contingency Fee – 5% by Thirty-Seven Thousandths (0.037) of One (1) Lump Sum in the amount of Four Thousand Ninety-Two and 51/100 (\$4,092.51) Dollars

3. Added Pay Items to complete the project:

- CO1.01 Connect to Existing 4-inch Force Main by One (1) Each in the total amount of Seven Hundred Fifty and 00/100 (\$750.00) Dollars
- CO1.02 Line the Existing 4-foot Diameter Sanitary Manhole by One (1) Each in the total amount of Eight Thousand and 00/100 (\$8,000.00) Dollars
- CO1.03 4-inch PVC Force Main Pipe by One Hundred Sixty (160) Linear Feet in the total amount of Twenty-Eight Thousand and 00/100 (\$28,000.00) Dollars
- CO1.04 16-inch Steel Casing with End Seals – 0.281 Wall Thickness by Thirty-Four (34) Linear Feet in the total amount of Fourteen Thousand One Hundred Ten and 00/100 (\$14,110.00) Dollars
- CO1.05 16-inch x 4-inch Casing Spacers by Five (5) Each in the total amount of Two Thousand Six Hundred Twenty-Five and 00/100 (\$2,625.00) Dollars
- CO1.06 4-inch Plug Valve by One (1) Each in the total amount of Two Thousand Five Hundred and 00/100 (\$2,500) Dollars
- CO1.07 Asphalt Restoration – 12-inch Stabilized, 8-inch Compacted, and 2-inch Asphalt by One (1) Lump Sum in the amount of Nine Thousand Six Hundred Fifteen and 20/100 (\$9,615.20) Dollars

II. JUSTIFICATION

- No. 1 Added cost for mobilization of equipment, labor, and materials to install the work in this Change Order.
- No. 2 Added cost for equipment, labor, and materials to set up traffic controls to safely route vehicular and pedestrian traffic around the construction zone
- No. 6 Added cost for equipment, labor, and materials to prevent erosion and pollution to the storm water system during the construction work of this Change Order.

- No. 7 Added cost for equipment, labor, and materials to safely clear and demo any concrete or asphalt within the construction path of the work in this Change Order.
- No. 33 Added cost for equipment, labor, and materials to remove and replace sodding within the construction path of the work in this Change Order.
- No. 104 Additional construction fee for the Construction Manager at Risk for the additional work as part of this Change Order.
- No. 105 Additional contingency fee for the additional work as part of this Change Order per the CMR contract.
- CO1.01 Cost for equipment, labor, and materials to connect to an existing 4-inch force main that was stubbed out as part of the contingency of this project.
- CO1.02 Cost for lining the 4-foot diameter manhole constructed as part of this project per City Standards which will receive sewer flow from the 4-inch force main.
- CO1.03 Cost for equipment, labor, and materials to construct the 4-inch force main to provide sewer service.
- CO1.04 Cost for equipment, labor, and materials to construct the 16-inch casing sleeve under the railroad tracks for the 4-inch force main.
- CO1.05 Cost for equipment, labor, and materials to install 16-inch x 4-inch spacers for the 4-inch force main within the 16-inch casing sleeve.
- CO1.06 Cost for equipment, labor, and materials to install a 4-inch plug valve for the isolation of the system and for the connection for the future private lift station.
- CO1.07 Cost of equipment, labor, and materials to restore all roads affected by construction to City standards.

III. NARRATIVE OF NEGOTIATIONS

The Contractor has agreed to do the additional work to construct a 4-inch force main and 16-inch Steel Casing under the Railroad Right-of-Way as part of the Floral St Water, Sewer, and Road Construction Project.

IV. PAYMENT

There is adequate funding for this Change Order in the amount of \$92,490.73 in the Capital Improvements Fund.

V. APPROVAL AND CHANGE AUTHORIZATION

The original project and funding allocation was established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Commission under the CITY's Purchasing Rules and Regulations and is consistent with any prior action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and

satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: Jennifer Boll
Signature

Date: 9/9/24

Title: Acting Utilities Director

ACCEPTED BY:

J Malever Construction Company

By: Scott Tape
Signature

Date: 9/9/24

Title: V.P.

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Date: _____

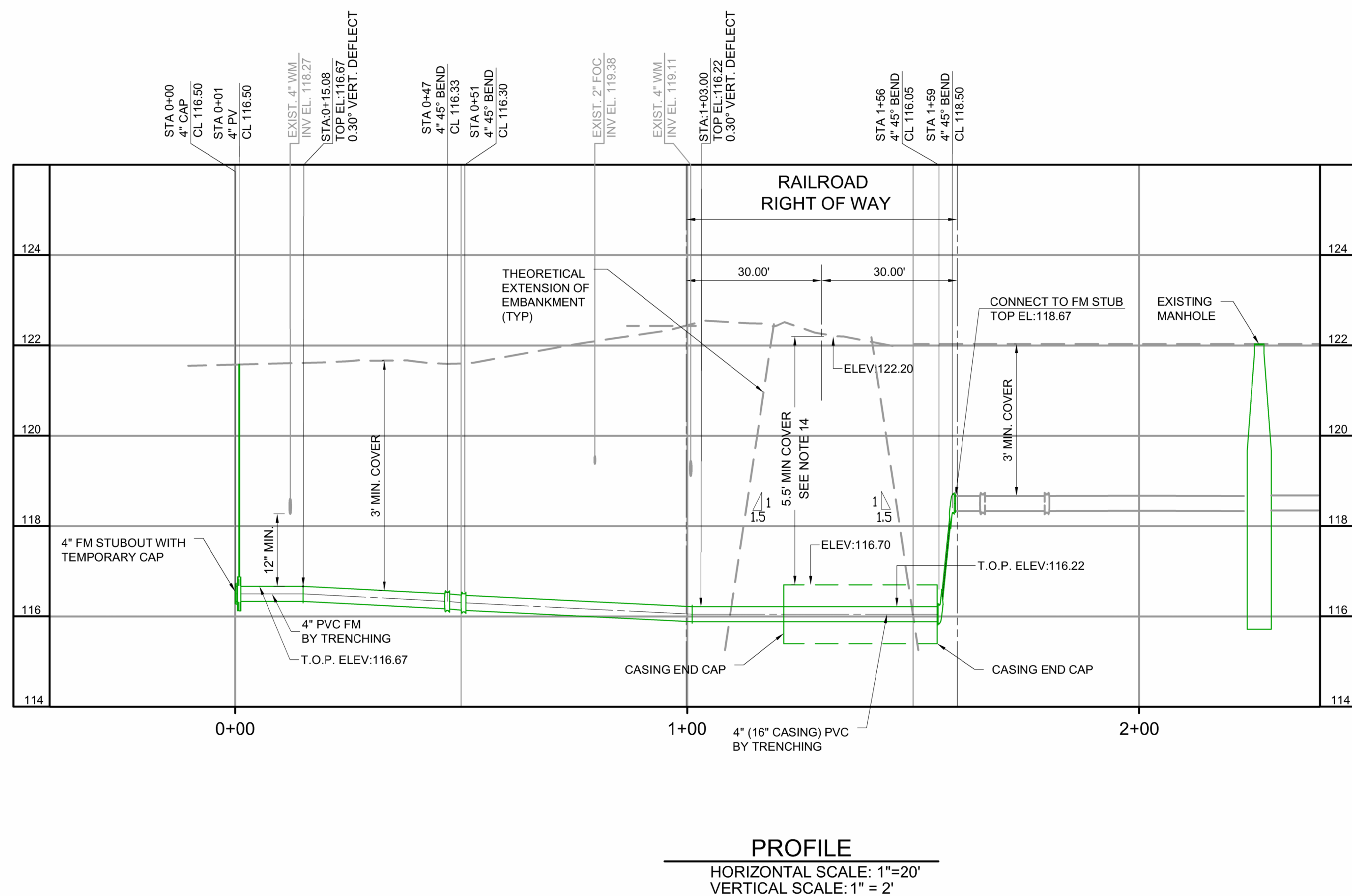
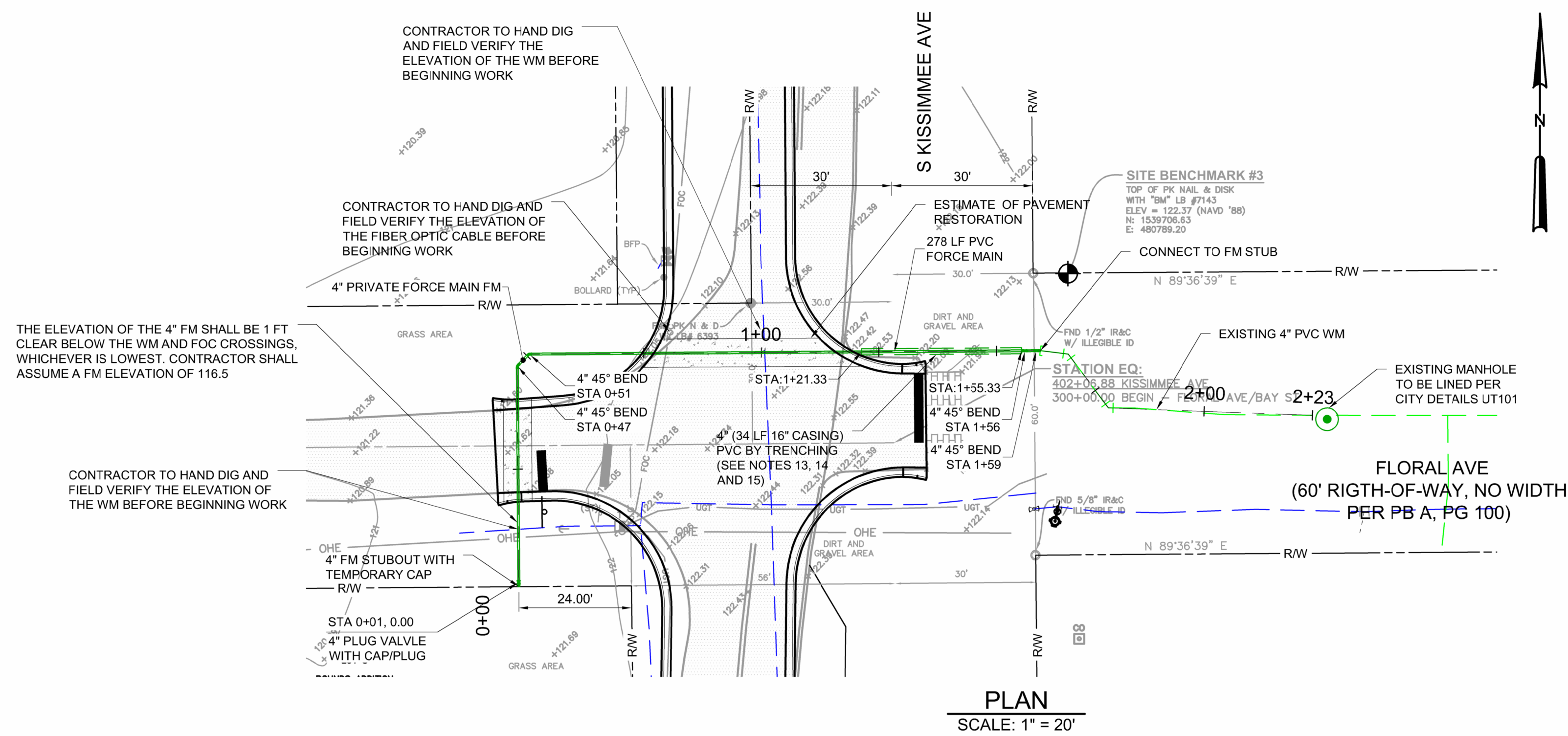
Attest: _____
Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, APPROVED AS TO FORM
AND LEGALITY THIS _____ DAY OF
_____, 20____

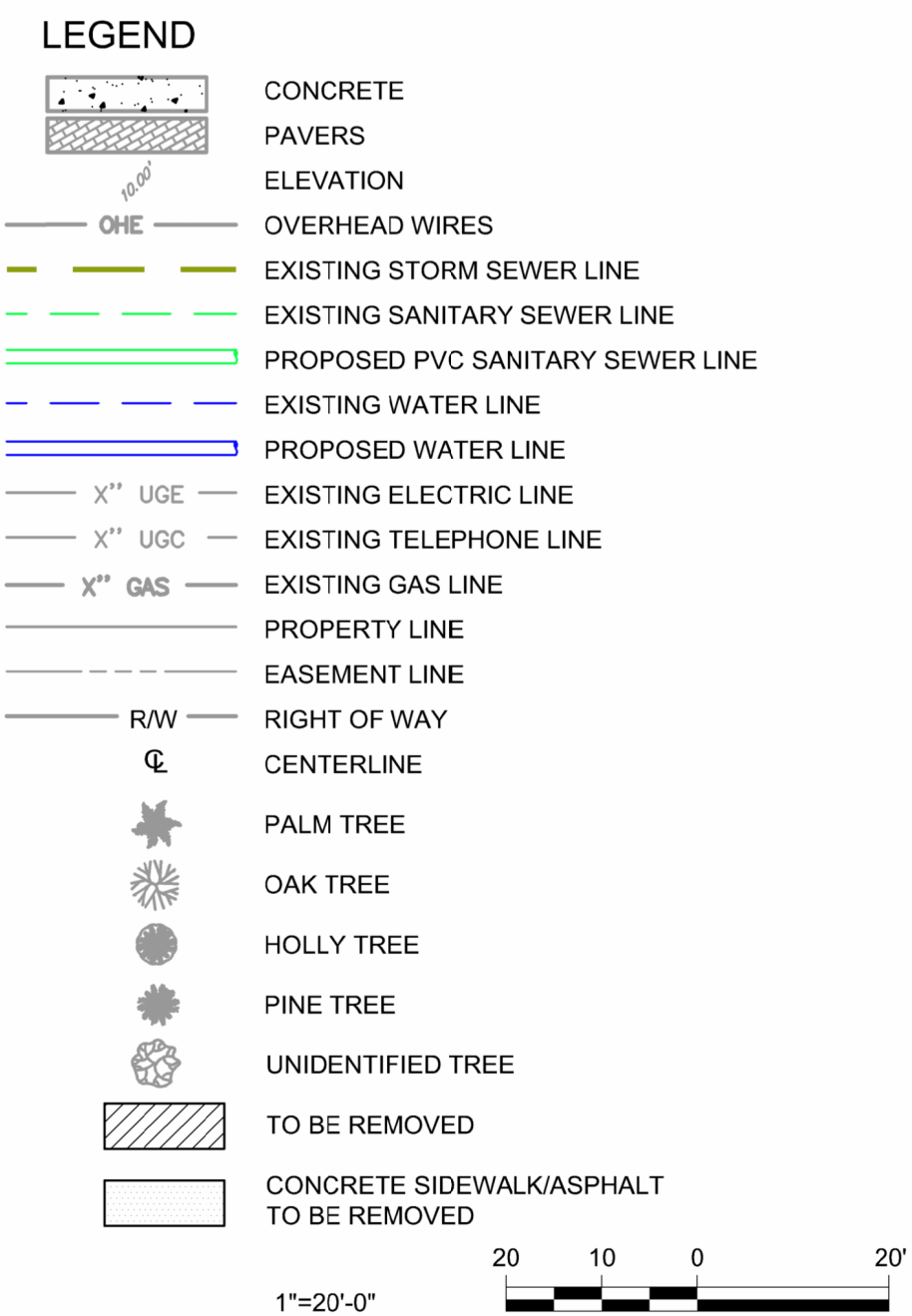
APPROVED BY THE CITY OF OCOEE
COMMISSION IN A MEETING HELD ON
_____, 20____ UNDER
AGENDA ITEM NO. _____.

By: _____
Richard S. Geller, City Attorney

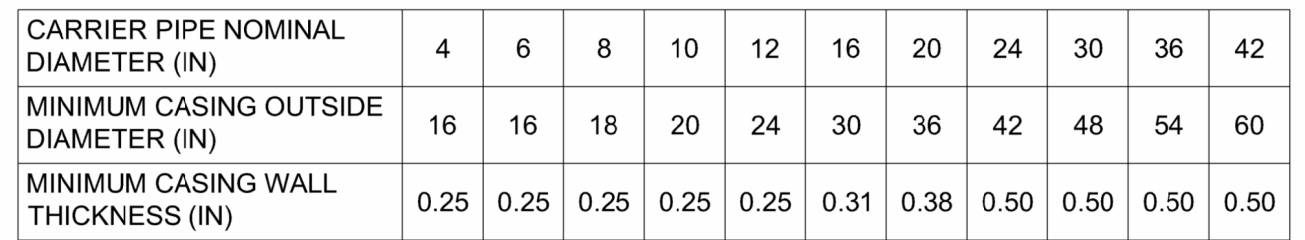
4" Force Main Extension at Kissimmee & Floral					
Item No.	Item Description	Unit	Quantity	Unit Amount	Total Amount
No. 1	Mobilization/General Conditions	LS	1.00	\$2,500.00	\$2,500.00
No. 2	Traffic Control	LS	1.00	\$8,250.00	\$8,250.00
No. 6	Erosion Control	LS	1.00	\$200.00	\$200.00
No. 7	Clearing/Demo – Sidewalk, Curbs & Driveway	LS	1.00	\$5,000.00	\$5,000.00
No. 33	Sod R/W	SY	50.00	\$6.00	\$300.00
CO1.01	Connect to Existing 4-inch Force Main	EA	1.00	\$750.00	\$750.00
CO1.02	Line the Existing 4-foot Diameter Sanitary Manhole	EA	1.00	\$8,000.00	\$8,000.00
CO1.03	4-inch PVC Force Main Pipe	LF	160.00	\$175.00	\$28,000.00
CO1.04	16-inch Steel Casing with End Seals – 0.281 Wall Thickness	LF	34.00	\$415.00	\$14,110.00
CO1.05	16-inch x 4-inch Casing Spacers	EA	5.00	\$525.00	\$2,625.00
CO1.06	4-inch Plug Valve	EA	1.00	\$2,500.00	\$2,500.00
CO1.07	Asphalt Restoration – 12-inch Stabilized, 8-inch Compacted, and 2-inch Asphalt	LS	1.00	\$9,615.20	\$9,615.20
No. 104	Construction Fee – 8%	LS	1.00	\$6,548.02	\$6,548.02
No. 105	Contingency Fee – 5%	LS	1.00	\$4,092.51	\$4,092.51
				Totals	\$92,490.73



- NOTES:
1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 2. STATIONING IS ALONG CENTERLINE OF THE PIPE WITH OFFSETS.
 3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
 4. DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY (03/15/2022)
 5. CONTRACTOR TO PROTECT EXISTING WATER MAIN DURING CONSTRUCTION OF NEW FORCE MAIN.
 6. CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCCEE FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
 7. CONTRACTOR TO CONSTRUCT TEMPORARY PAVING/CONCRETE REPAIR ONCE NEW MAINS ARE INSTALLED AND PRIOR TO EXISTING MAINS BEING REMOVED, UNTIL FINISHED PAVING CAN BE CONSTRUCTED.
 8. REPLACE ALL SOD AND CITY STANDARD LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
 9. CONTRACTOR TO COORDINATE WITH THE CITY PUBLIC WORKS DEPARTMENT ON INTERSECTION STRIPING AND DESIGN.
 10. MINIMUM COVER FROM BASE OF THE GROUND TO THE TOP OF THE CASING PIPE.
 11. CONTRACTOR SHALL PROVIDE A MINIMUM OF 2 WEEKS NOTICE TO CAPITAL RAIL CONSTRUCTOR PRIOR TO BEGINNING WORK ON THE TRENCH RAIL ROAD CROSSING. WORK SHALL BE COORDINATED WITH CAPITAL RAIL CONSTRUCTORS.
 12. SLOPE CASING AS NEEDED FOR INSTALLATION BY CONTRACTOR. REFER TO TRENCH METHODS AS NEEDED TO APPROPRIATELY REMOVE SPOIL.
 13. SEE CASING DIAMETER AND THICKNESS IN SPECS SECTION 0246.
 14. STEEL CASING PIPE REQUIRES WELDED JOINTS.
 15. EXISTING MANHOLE TO BE LINED WITH LINING SYSTEM FROM THE CITY OF OCCEE LIST OF APPROVED PRODUCTS.



				PROJECT ENGINEER:	D. BIEBER	Hazen HAZEN AND SAWYER 2420 S. LAKEMONT AVENUE, SUITE 325, ORLANDO, FLORIDA 32814	 CITY OF OCOEE UTILITIES DEPARTMENT DOWNTOWN FLORAL STREET SEWER PROJECT	CIVIL PLAN AND PROFILE CHANGE ORDER #3 - OPTION 2	DATE:	JULY 2024
				DESIGNED BY:	D. BIEBER				HAZEN NO.:	41154-001
				DRAWN BY:	C. LOMBANA				CONTRACT NO.:	1
				CHECKED BY:	M. PECKHAM				DRAWING NUMBER:	C-801B
2	CONFORMED SET	09/29	DB	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"	DEREK W. BIEBER PE. No. 75500				
1	100% DESIGN	08/23	DB							
REV	ISSUED FOR	DATE	BY							



1. CASING SHALL EXTEND A MINIMUM OF 10-FT BEYOND THE EDGE OF PAVEMENT OR MEET FDOT REQUIREMENTS, WHICHEVER IS GREATER.
2. REQUIREMENTS OF OTHER JURISDICTIONS SHALL BE MET. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE "FDOT UTILITY ACCOMMODATION GUIDE" SHALL BE MET.
3. DISTANCE BETWEEN SPACERS TO BE PER MANUFACTURER'S SPECIFICATIONS, OR MAX OF 6.5-FT, WHICHEVER IS MORE STRINGENT.
4. USE OF FLOWABLE FILL IN THE ANNULAR SPACE BETWEEN THE CASING AND CARRIER PIPE IS PROHIBITED.
5. PVC PIPE IN CASING SHALL HAVE A DOUBLE MECHANICAL BELL RESTRAINT HARNESS PER JOINT WHERE RODS ARE DOUBLE NUTTED TO PRECLUDE OVER-HOMING THE JOINT DURING INSTALLATION. BELL RESTRAINT PAIRS INSTALLED FACE TO FACE ON EACH SIDE OF BELL TO ALLOW FOR PROPER NUT INSTALLATION AND PREVENT BOTH OVER-HOMING AND BELL SEPARATION.
6. DI PIPE SHALL BE INTERNAL PUSH-ON RESTRAINED.
7. SEE DETAIL **A107-2** FOR FULL JACK AND BORE SECTION.

ARV & ENCLOSURE (TYP)

BORE PIT

SEE NOTE 1

EDGE OF PAVEMENT

SEE NOTE 1

LOCATE WIRE

MAIN COVER FOR (VALVE TYP) (SEE CHART)

NOTE 3 (SEE

RESTRAINED JOINT PIPING

CASING END SEAL

(SEE DETAIL A107-1 FOR CASING & RESTRAINT DETAILS)

CASING PIPE

CASING END SEAL

ISOLATION VALVE (TYP)

1. CASING, BRICK AND MORTAR SHALL EXTEND A MINIMUM OF 10-FT BEYOND THE EDGE OF PAVEMENT OR MEET FDOT REQUIREMENTS, WHICHEVER IS GREATER.
2. REQUIREMENTS OF OTHER JURISDICTIONS SHALL BE MET. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE "FDOT UTILITY ACCOMMODATION GUIDE" SHALL BE MET.
3. CASING MINIMUM DEPTH SHALL BE 48-IN OF COVER OR AS REQUIRED BY FDOT, OTHER JURISDICTION, OR AS SHOWN ON PLANS, WHICHEVER IS GREATER.
4. ADDITIONAL TAPS MAY BE REQUIRED ON WATER MAINS CROSSING SURFACE WATER PER RECOMMENDED STANDARDS FOR WATER WORKS (RSWW PART 8.9).

				PROJECT ENGINEER:	D. BIEBER	 HAZEN AND SAWYER 2420 S. LAKEMONT AVENUE, SUITE 325, ORLANDO, FLORIDA 32814	 CITY OF OCOEE UTILITIES DEPARTMENT	CIVIL CITY STANDARD DETAILS	DATE:	JULY 2024
				DESIGNED BY:	D. BIEBER				HAZEN NO.:	41154-001
				DRAWN BY:	C. LOMBANA				CONTRACT NO.:	1
				CHECKED BY:	M. PECKHAM				DRAWING NUMBER:	C-801C
2	CONFORMED SET	09/29	DB	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"	DEREK W. BIEBER PE. No. 75500				
1	100% DESIGN	08/23	DB							
REV	ISSUED FOR	DATE	BY							



Meeting Date: September 17, 2024
Item #: 12

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: First Reading of Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code. (Acting Assistant City Manager Rumer)

Background Summary:

The proposed ordinance functions as a local amendment to the Florida Building Code. The ordinance amends Article II of Chapter 51 by creating a new Section 51-20 to the City of Ocoee Code of Ordinances which establishes more sustainable and hardier construction criteria by requiring that the exterior walls and interior load bearing walls of the first floor (or story) of all structures intended for human habitation or public access must be constructed using masonry block, concrete, or metal, and no other material shall be approved. The only exception being that this requirement does not apply to single-family structures, duplex structures, tri-plex structures, quad-plex structures, or other residential structures having four (4) or fewer dwelling units.

The intent of the ordinance is to provide construction practices that contribute to the long-term durability of buildings. High-quality materials and adherence to these building codes will extend the lifespan of the structures, reducing the need for costly repairs and maintenance in the future. This benefits both residents and property owners, promoting a sustainable approach to housing. The City is currently under a Land Development Code rewrite which will provide new code language to ensure Ocoee clearly states its goals in shaping environments that enhance the quality of life. The new code will blend aesthetics with functionality, creating spaces that are not only visually appealing but also achieves the vision as stated by the City Commission and the citizens of Ocoee. This proposed ordinance is another tool staff can use to achieve those desired outcomes. City staff has determined that wood-framed multifamily buildings are susceptible to moisture damage, mold and mildew, wood rot, and infestation and structural damage from wood-destroying organisms. Additionally, wood-frame construction is potentially combustible and poses a greater risk to the health, safety, and welfare of firefighting personnel, as well as to those who reside in buildings of such construction.

Upon adoption, the City will submit the local amendment to the Florida Building Commission. The amendment will be valid until the next release of the Florida Building Code. At such time, the City will have to re-adopt per FS 553.73.

Issue:

Should the Honorable Mayor and City Commissioners approve an Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code.

Attachments:

1. Ordinance

Financial Impacts:

None

Type of Item: First Reading

ORDINANCE NO. 2024--

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA,
AMENDING ARTICLE II, CHAPTER 51 OF THE CITY OF OCOEE
CODE OF ORDINANCES; CREATING LOCAL TECHNICAL
AMENDMENTS TO THE FLORIDA BUILDING CODE;
CREATING A NEW SECTION 51-20, REQUIRING MASONRY
BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR
LOAD BEARING WALLS IN CERTAIN STRUCTURES;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Ocoee ("City") recognizes that Chapter 553, Florida Statutes, allows local governments to adopt and enact local administrative amendments to the Florida Building Code that are more stringent than the minimum standards described therein so long as such amendments are transmitted to the Florida Building Commission within thirty (30) days after enactment and are made available to the general public in a useable format; and

WHEREAS, the City recognizes that Section 553.73, Florida Statutes, allows local governments to adopt and enact local technical amendments to the Florida Building Code to address local needs by requiring more stringent requirements than those specified in the Florida Building Code, subject to the requirements of subsection 553.73(4)(b), Florida Statutes; and

WHEREAS, the City finds that the local technical amendments to the Florida Building Code, as provided in this Ordinance, meet the requirements for local technical amendments pursuant to subsection 553.73(4)(b), Florida Statutes; and

WHEREAS, the City finds that the local technical amendments adopted pursuant to this Ordinance are no more stringent than necessary to address the local needs, that the additional requirements are not discriminatory against materials, products, or construction techniques of demonstrated capabilities, and that the additional requirements do not introduce a new subject that is not addressed in the Florida Building Code; and

WHEREAS, the City has determined that wood-framed multifamily buildings are susceptible to moisture damage, mold and mildew, wood rot, and infestation and structural damage from wood-destroying organisms, including subterranean termites; and

WHEREAS, wood-frame construction is potentially combustible and poses a greater risk to the health, safety, and welfare of firefighting personnel, as well as to those who reside in buildings of such construction; and

WHEREAS, wood-frame construction is prone to structural issues such as bowing because structural wood components often derived from quickly-grown farmed wood that does not achieve the level of durability and stability provided by the old growth forests that supplied the wood found in many older buildings; and

WHEREAS, concrete, masonry, and metal framing can provide a stronger structure and protection against wind loads associated with hurricanes and tropical storms that strike Central Florida with increasing frequency; and

WHEREAS, concrete and masonry construction provide more effective sound barriers than wood-framed construction, which creates a quieter environment for residents at the street level ground floor or adjacent to a busy amenity such as a swimming pool; and

WHEREAS, concrete and masonry construction have a lower thermal conductivity than wood-framed construction and are, therefore, more energy efficient and result in lower utility costs; and

WHEREAS, the City has determined that all technical amendments enacted herein are based upon a review of local conditions and that the review demonstrates by evidence or data that the City exhibits a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code; and

WHEREAS, the City has and shall make readily available, in usable format, all technical amendments adopted as referenced herein; and

WHEREAS, the City has considered and shall include in its transmittal to the Florida Building Commission a fiscal impact statement which documents the cost and benefits of the proposed technical amendments including its impact to local government relative to enforcement, and the impact to property and building owners, as well as to industry, relative to the cost of compliance; and

WHEREAS, the City finds that it is in the best interest of the health, safety, and general welfare of the residents of Ocoee and the general public that the exterior and interior load bearing walls of the first story of all structures constructed after adoption of this Ordinance be constructed using masonry block, concrete, or metal except as excluded from such requirements as set forth herein; and

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

SECTION 1. Recitals. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

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

SECTION 3. A new Section 51-20, Code of Ordinances of the City of Ocoee Code, Florida, is hereby adopted to read as follows with underlines showing additions:

§ 51-20 First Story Wall Material Requirements.

Subsection 1401.1 of Chapter 14 of the Florida Building Code as adopted by this chapter as it pertains to the construction of structures within the city is hereby amended to require that the exterior walls and interior load bearing walls of the first floor (or story) of all structures intended for human habitation or public access must be constructed using masonry block, concrete, or metal, and no other material shall be approved, except that this requirement does not apply to single-family structures, duplex structures, tri-plex structures, quad-plex structures or other residential structures having four (4) or fewer dwelling units.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. Codification. It is the intention of the City Commission of the City that the provisions stated in Sections 3 and 4 of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6. Effective Date. This Ordinance shall not become effective until thirty (30) days after this Ordinance has been received by and the amendment set forth in Section 3 this Ordinance is published by the Florida Building Commission.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

ADVERTISED _____, 2024

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

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

this ____ day of _____, 2024.

FISHBACK DOMINICK

By: _____
Richard S. Geller, City Attorney



STAFF REPORT

Meeting Date: September 17, 2024
Item #: 13

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: First Reading of Ordinances for Shoppes on the Bluff Small-Scale Comprehensive Plan Future Land Use Map Amendment & Rezoning; Project No. CPA-2024-003 & RZ-24-03-05. (Zoning Manager Whitfield)

Background Summary: Owner/Applicant: Neda & David Khosrowzadeh

General Location: The property is within Commission District 4 and is located on the north side of Clarcona Ocoee Road, beginning approximately 400 feet east of the intersection of North Clarke Road at Clarcona Ocoee Road.

Property Size and Parcel ID No.: The subject property consists of two (2) parcels totaling approximately 4.29 acres, assigned parcel identification numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012.

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

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Low Density Residential	R-1AA	Vacant, wooded	Type A Soils

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

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	City	Low Density Residential	R-1AA	Retention pond
South	City	Low Density Residential	R-1AA	Residential use
East	County	Low Density Residential	A-1	Retention pond
West	City	Low Density Residential	PUD-LD	Residential use

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
Commercial Maximum FAR: 3.0; approximately 560,616 SF	PUD Proposed: 23,052 SF within 2 buildings (Building 1 at 16,710 SF and Building 2 at 6,882 SF)	Commercial (retail and restaurant) plaza and public park/picnic area	Proposed Uses are those consistent with C-2 zoning district with a list of included and not included uses (details in Land Use Plan). Proposed development standards include: • Proposed FAR: 0.123 • Proposed ISA: 54.1% • Min. Open Space (due to Type A soils): 35% • Parking: Restaurant Use - 1 space/4 fixed seats plus 1 space/75 SF of patron use area; Retail Use - 1 space/200 SF (Consistent with Section 6.4, LDC) • Min. Building Setbacks: Front - 50 Ft, Side - 10 Ft, Rear - 20 Ft • Min. Landscape Buffer: Front - 25 Ft, Side - 10 Ft, Rear - 10 Ft • Waiver to Section 6-14C(2)(a), LDC, to create opportunity for active pedestrian zone along front of plaza

The proposed Land Use Plan also incorporates the recommendations from the Healthy West Orange Trails Connection Trailside Development Design and Policy Guidelines relative to buffering, screening, and protecting the trail from development, as well as promoting trail integration and activation. The proposed Land Use Plan and development will provide a shaded and landscaped park/picnic area (with a sidewalk built to the property line) that is open to the public, including trail patrons, should Orange County provide or permit a path from the West Orange Trail to this development's proposed sidewalk.

Consistency with Florida Statutes: N/A

Consistency with JPA Agreement: N/A

Consistency with Adopted Comprehensive Plan: The proposed Future Land Use Map amendment and rezoning are consistent with the adopted 2002 Comprehensive Plan based on the following findings:

- Future Land Use Element VII.F: Commercial uses within this designation "shall be confined to certain arterial and collector roadways". Section 6-14C(1)(d), LDC, designates Clarcona Ocoee Road as a primary road, similar to Clarke Road, Apopka Vineland Road and Silver Star Road.
- Future Land Use Element IX.E., states "Neighborhood commercial uses are anticipated in the Clarke Road/Clarcona Ocoee Road area to serve the existing and proposed residential development."
- FLUE Policy 1.6: "The City shall control strip commercial development through access limitations by restricting commercial land uses to intersections of arterial and non-residential collector roads, along designated arterial and collector roads and within Planned Unit Developments."
- FLUE Policy 7.2: "The City shall permit only low intensity office and low intensity commercial development adjacent to residential areas except where well buffered." Per the proposed Land Use Plan, the proposed intensity, or FAR, is 0.12, which is well below the allowable maximum of 3.0 FAR. Additionally, the Land Use Plan proposes a wider landscape buffer, supplemented by additional landscaping, along the development area facing the trail and residential uses west of the trail.

- FLUE Policy 7.7.1: The proposed development will provide the minimum 35% open space required within the Wekiva Protection Area due to the presence of Type A soils, which is indicative of effective recharge areas.

Access: Access will be from Clarcona Ocoee Road via a full-access driveway at the more easterly side of the development. The applicant's engineer has indicated that the proposed driveway location has been selected in coordination with Orange County. Additionally, in response to a comment from the Fire Department, an emergency services access driveway is proposed at the westerly end of the development and will be signed accordingly. Two (2) pedestrian walkways are proposed for connectivity to Clarcona Ocoee Road, and one (1) sidewalk connecting the subject development to the West Orange Trail property line.

Transportation: As the request is for a Future Land Use Map amendment and rezoning to PUD, which requires an accompanying Land Use Plan, the applicant was asked to provide a Traffic Impact Analysis (TIA) based on both the maximum development potential at a 3.0 FAR under the Commercial FLU designation (based on 70% of total land area, as a minimum 35% is required to be set aside as open space) and the proposed 23,052 SF of commercial uses, using the City's approved traffic methodology.

City Road segments evaluated included Clarcona Ocoee Road from Lakewood Avenue to Apopka Vineland Road (3 segments), Clarke Road from A D Mims to Clarcona Ocoee Road (2 segments), Hackney Prairie Road from Clarke Road to Apopka Vineland Road (1 segment), and Ingram Road from Clarcona Ocoee Road to McCormick Road (1 segment). Segments of McCormick Road and Apopka Vineland Road (County facilities) were also evaluated for significance, in accordance with the approved methodology. Intersections evaluated included Clarcona Ocoee Road at Clarke Road (signalized), Clarcona Ocoee Road at Grapevine Crest (unsignalized), Clarcona Ocoee Road at Apopka Vineland Road/CR 435 (signalized) and Clarcona Ocoee Road at Project Access driveway (unsignalized). Both TIA documents showed that neither the CPA nor the LUP/development program would cause the area roadways and intersections to operate below the adopted level of service standard.

Additionally, a review of warrants for a left and right turn deceleration lane on Clarcona Ocoee Road at the project full access driveway was conducted to determine if auxiliary turn lanes are necessary to maintain integrity of traffic flow and capacity during peak hours (methodology of National Cooperative Highway Research Program (NCHRP) Report 457), which determined that both left and right turn lanes are warranted at the project access on Clarcona Ocoee Road. The lengths of the turn lanes recommended and proposed in the LUP (at 235 feet for westbound left-turn lane and 185 for eastbound right-turn lane, inclusive of the minimum 50-foot taper) are in accordance with the FDOT Design Manual.

Utilities: The site will be served by Orange County Utilities for water and sewer service. Although the site is within the City's reclaimed water service area, reclaimed service is not within reasonable proximity to the property, and as such, the development will not be required to connect to reclaimed water service.

Stormwater: Stormwater drainage will be provided on-site and will be finalized at the time of site plan review.

Environmental Analysis: The subject property contains Type A soils but does not contain any floodplains or wetlands. Thus, development of the site will not result in adverse impacts to wetlands or floodplains. The proposed development will be required to maintain a minimum of 35% of the site as open space.

Schools: N/A

Public Safety: The property is currently within fire and police protection and service zones.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Commercial

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(COMM) and corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the development of a commercial plaza on the properties assigned parcel ID numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012?

Recommendations: Development Review Committee (DRC) Recommendation

The DRC considered this item at its July 30, 2024, meeting. The discussion was relative to the list of permitted uses, building perimeter landscaping, bike parking, and location of signage. Following discussion, the DRC made a recommendation of approval subject to revision of the Land Use Plan to:

- Clarify that "recreation facility, neighborhood" would be an allowed use via approval of a special exception, exclusion of coin laundry uses and other similar commercial convenience uses,
- Inclusion of bike parking in front of both buildings,
- Annotation of the distance of the monument sign from right-of-way lines and sidewalks, and
- Any needed landscape waiver.

Since the time of the DRC meeting, the applicant has addressed the DRC comments/conditions.

Planning and Zoning Commission (PZC) Recommendation

The PZC considered this item at its September 10, 2024, public hearing, and following discussion, made a unanimous recommendation of approval subject to the condition that the Land Use Plan be revised to add "Tattoo Establishments" and "Smoke and Tobacco Shops and Other Like Establishments" to the list of NOT INCLUDED uses.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commission approve the proposed ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Commercial (COMM) and corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the development of a commercial plaza on the properties assigned parcel ID numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012 subject to the condition that the Land Use Plan be revised to add "Tattoo Establishments" and "Smoke and Tobacco Shops and Other Like Establishments" to the list of NOT INCLUDED uses.

Attachments:

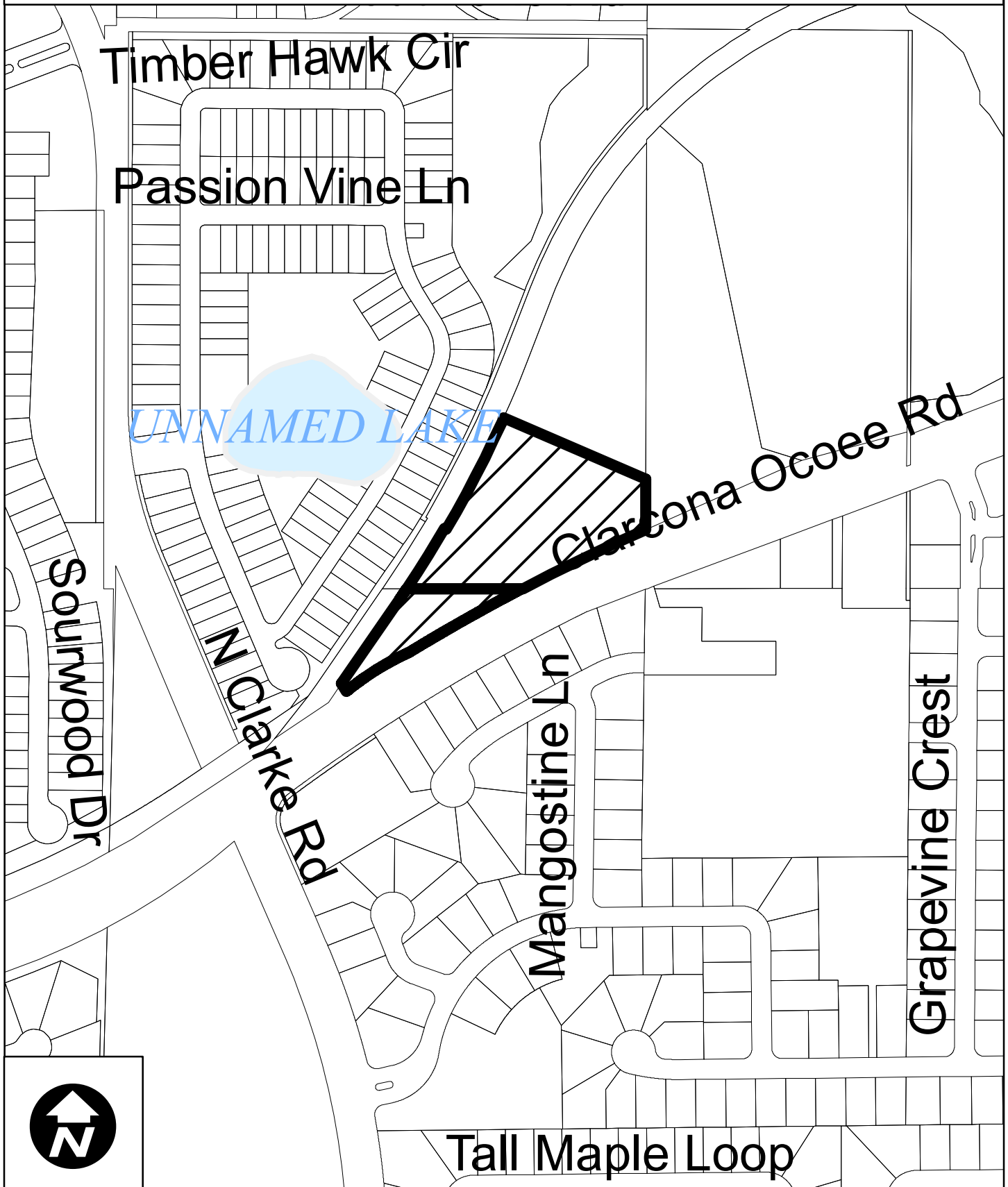
1. Location Map
2. Aerial Map
3. Future Land Use Map
4. Zoning Map
5. SSCPA Ordinance
6. Rezoning Ordinance
7. Civil Concept Plan
8. Landscape Concept Plan
9. Rendering 2
10. Elevation
11. Rendering 1

Financial Impacts:

None

Type of Item: First Reading

Shoppes on the Bluff CPA & Rezoning Location Map



Shoppes on the Bluff CPA & Rezoning 2022 Aerial Photography



Shoppes on the Bluff CPA & Rezoning Surrounding Future Land Use Map



OCOEE
florida
Development Services
Department

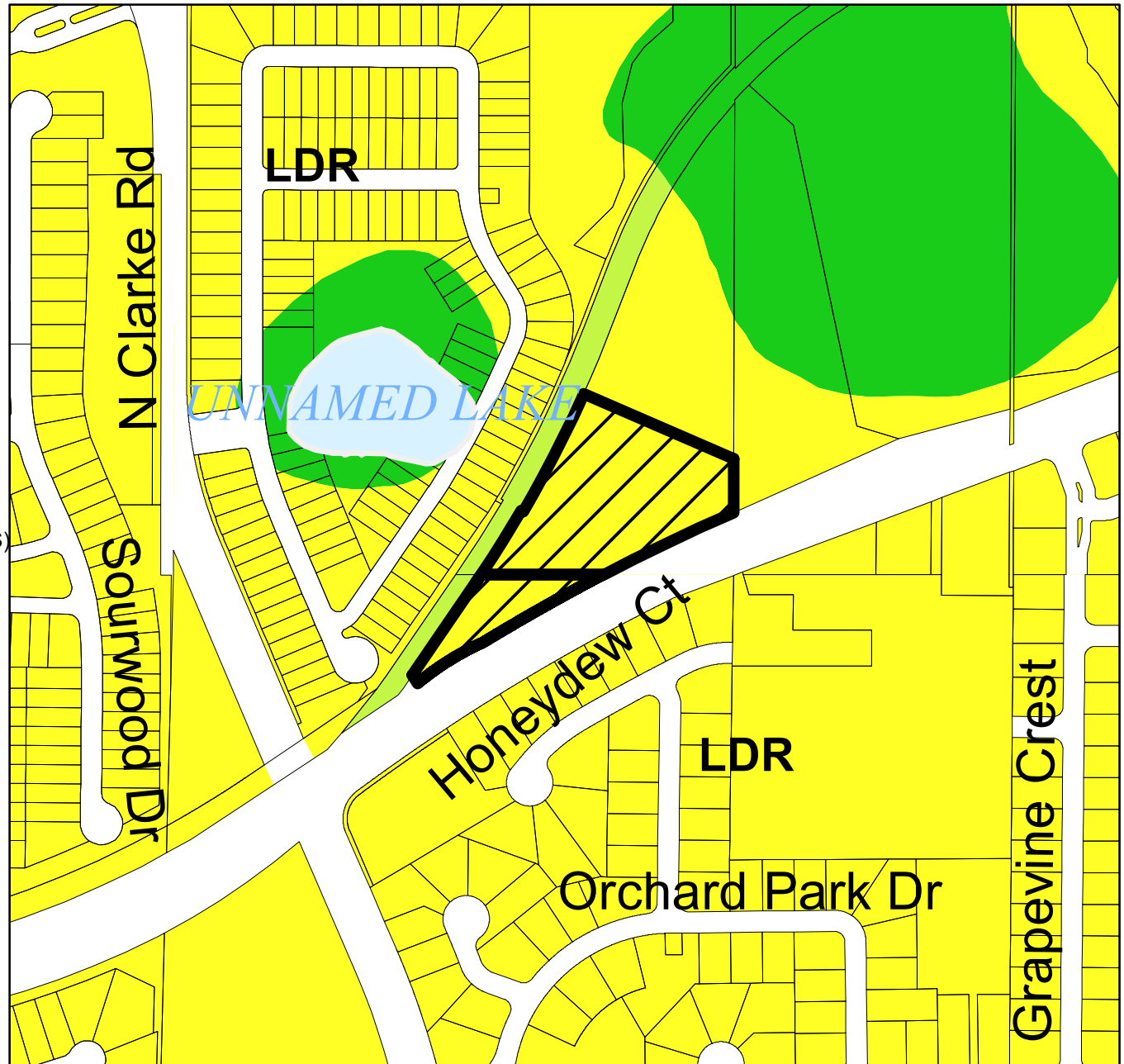
0 90 180 360
Feet

Created: month year

 Subject Property

Future Land Use Classification:

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



Shoppes on the Bluff CPA & Rezoning Surrounding Zoning Map



Development Services
Department

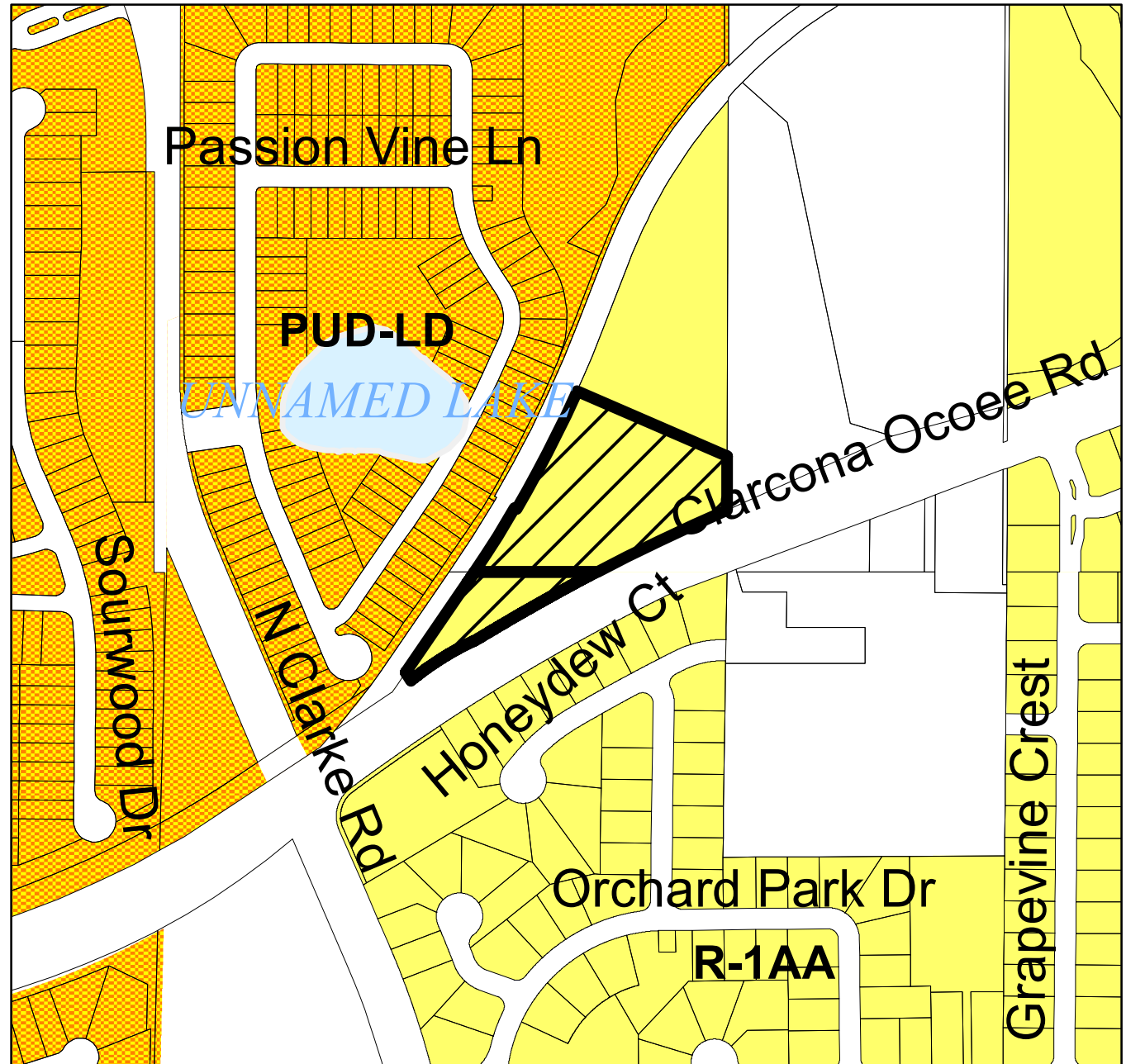
0 90 180 360
Feet

Created: July 2024

 Subject Property

Zoning Classification:

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



**ORDINANCE NO. 2024-
(Small-Scale CPA – Shoppes on the Bluff)**

**TAX PARCEL ID: 33-21-28-0000-00-023
and 04-22-28-0000-00-012**

**CASE NO. CPA-2024-003: Shoppes on the Bluff
Small-Scale Comprehensive Plan Future Land Use Map Amendment**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL FOR CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 4.29 ACRES LOCATED ON THE NORTH SIDE OF CLARCONA OCOEE ROAD, BEGINNING APPROXIMATELY 400 FEET EAST OF THE NORTH CLARKE ROAD AT CLARCONA OCOEE ROAD INTERSECTION; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “Ocoee City Commission”) has adopted the City’s Comprehensive Plan (the “Ocoee Comprehensive Plan”) by Ordinance No. 91-28 on September 18, 1991 pursuant to Chapter 163, Part II, Florida Statutes, the Growth Policy Act (the “Act”); and

WHEREAS, Chapter 163, Part II, Florida Statutes, sets forth procedures and requirements for a local government to adopt a comprehensive plan and amendments thereto; and

WHEREAS, the owner (the “Applicant”) of certain real properties located within the corporate limits of the City of Ocoee, Florida, assigned tax parcel identification numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012, more particularly described in **Exhibit “A”** and depicted in **Exhibit “B”**, has submitted an application to the Ocoee City Commission to amend the Comprehensive Plan Future Land Use designation (the “Comprehensive Plan Amendment”) of said real properties from Low Density Residential to Commercial; and

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

WHEREAS, pursuant to Section 163.3174(4)(a), Florida Statutes, the City’s Local Planning Agency (LPA) conducted a publicly noticed and advertised public hearing on Tuesday,

September 10, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, October 1, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Comprehensive Plan Amendment and determined, after consideration of public comments, that the proposed Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Space intentionally left blank

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

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

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

this _____ day of _____, 2024.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

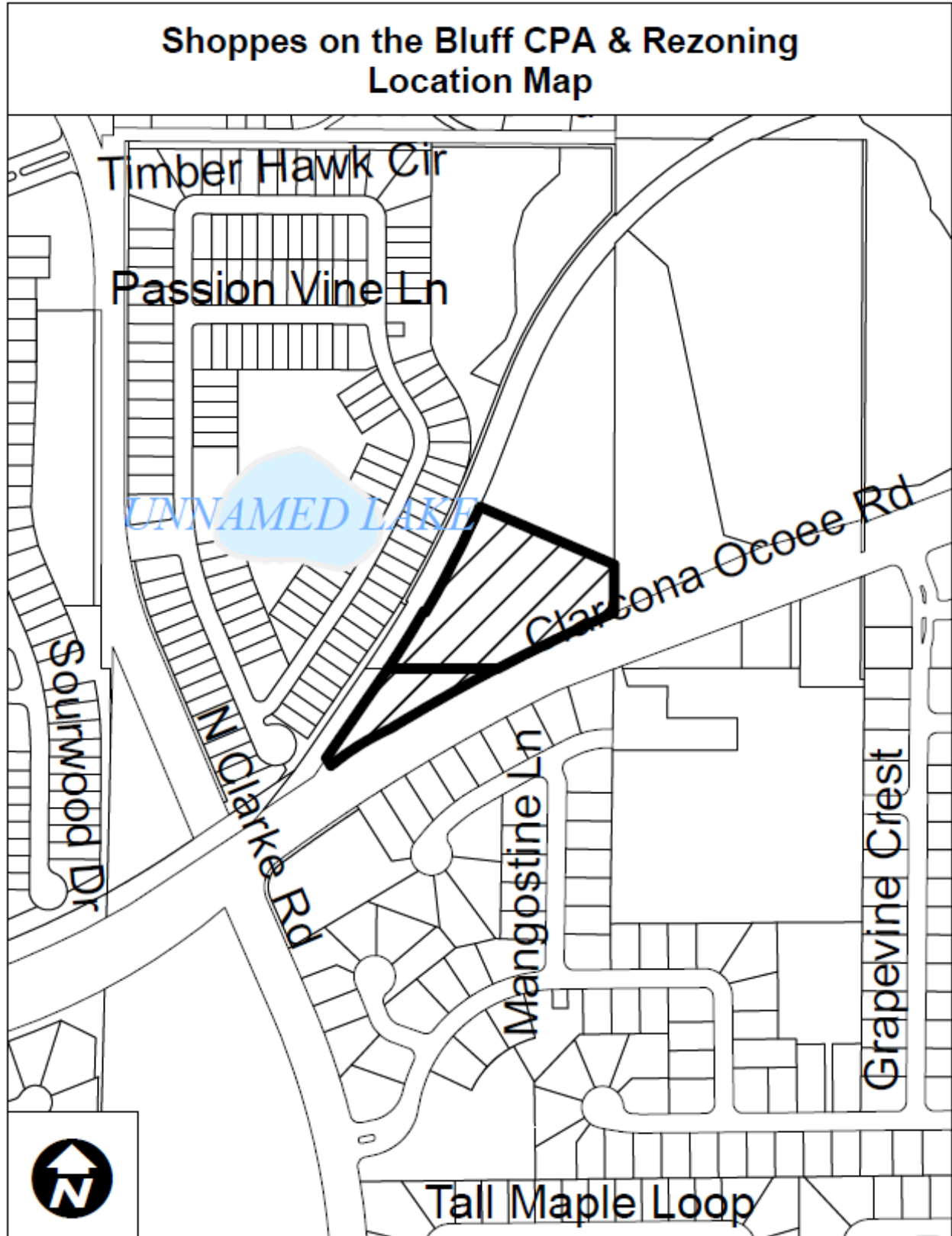
PARCEL ID NO.: 33-21-28-0000-00-023

SW1/4 OF SE1/4 S & E OF RY IN SEC 33-21-28 (LESS COMM AT THE NE COR OF NE1/4 OF SEC 04-22-28 TH S89-58-10W 1324.43 FT N00-11-07E 274.52 FT TO POB TH N66-41-47W 387.06 FT NELY 151.58 FT N21-09-58E 175.70 FT NELY 453.40 FT S00-11-07W 840.80 FT TO POB) & (LESS PT TAKEN FOR R/W 9244/2335)

PARCEL ID NO.: 04-22-28-0000-00-012

N1/2 OF NW1/4 OF NE1/4 LYING BETWEEN HIWAY & RY IN SEC 04-22-28

EXHIBIT "B"



**ORDINANCE NO. 2024-
(Rezoning Ordinance – Shoppes on the Bluff)**

**TAX PARCEL ID: 33-21-28-0000-00-023
and 04-22-28-0000-00-012**

CASE NO. RZ-24-03-05: Shoppes on the Bluff Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1AA (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 4.29 ACRES LOCATED ON THE NORTH SIDE OF CLARCONA OCOEE ROAD, BEGINNING APPROXIMATELY 400 FEET EAST OF THE NORTH CLARKE ROAD AT CLARCONA OCOEE ROAD INTERSECTION; FINDING SAID ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real properties located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real properties containing approximately 4.29 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from R-1AA (Single-Family Dwelling District) to PUD (Planned Unit Development District); and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on September 10, 2024, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning

classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on October 1, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Properties described in **Exhibit “A”** containing approximately 4.29 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1AA (Single-Family Dwelling District) to PUD (Planned Unit Development District). A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the lands described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

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

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

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

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

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

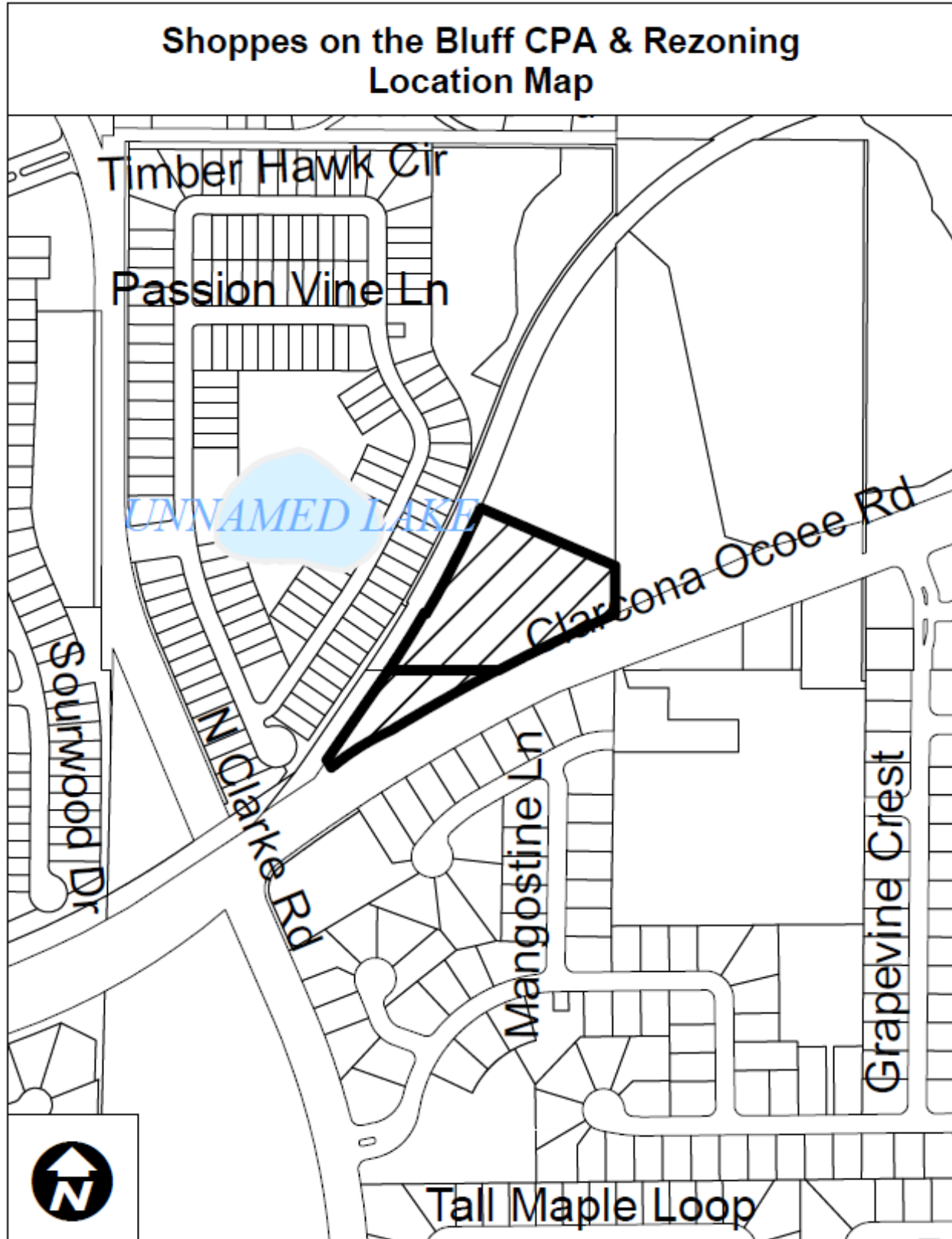
PARCEL ID NO.: 33-21-28-0000-00-023

SW1/4 OF SE1/4 S & E OF RY IN SEC 33-21-28 (LESS COMM AT THE NE COR OF NE1/4 OF SEC 04-22-28 TH S89-58-10W 1324.43 FT N00-11-07E 274.52 FT TO POB TH N66-41-47W 387.06 FT NELY 151.58 FT N21-09-58E 175.70 FT NELY 453.40 FT S00-11-07W 840.80 FT TO POB) & (LESS PT TAKEN FOR R/W 9244/2335)

PARCEL ID NO.: 04-22-28-0000-00-012

N1/2 OF NW1/4 OF NE1/4 LYING BETWEEN HIWAY & RY IN SEC 04-22-28

EXHIBIT "B"



SITE DATA

TOTAL SITE AREA: 186,931 SF / 4.29± AC

JURISDICTION: CITY OF OCOEE

FUTURE LAND USE: COMM (COMMERCIAL), AMENDED FROM LDR (LOW DENSITY RESIDENTIAL)

ZONING: PD (PLANNED DEVELOPMENT), REZONED FROM R-1AA

BUILDING AREA: 23,052 SF

MAX. F.A.R. = 30%
23,052 / 186,931 = 12.3%

MINIMUM OPEN SPACE = 35% DUE TO SITE HAVING TYPE A SOILS

MAX. IMPERVIOUS = 70%
PERVIOUS: 68,769 SF (36.8%)
IMPERVIOUS: 101,202 SF (54.1%)
POND: 16,960 SF (9.1%)

PARKING REQUIRED:
RESTAURANT: ONE SPACE PER FOUR FIXED SEATS PROVIDED FOR PATRON USE, PLUS ONE SPACE FOR EACH SEVENTY-FIVE SF OF FLOOR AREA PROVIDED FOR PATRON USE BUT NOT CONTAINING FIXED SEATS.

RESTAURANT: ONE SPACE FOR EACH FOUR FIXED SEATS PROVIDED FOR PATRON USE, PLUS ONE PARKING SPACE FOR EACH SEVENTY-FIVE SQUARE FEET OF FLOOR AREA PROVIDED FOR PATRON USE BUT NOT CONTAINING FIXED SEATS

= 164 SEATS / 4 + 525 / 75
= 43 + 7 = 50 SPACES

RETAIL: ONE SPACE FOR EACH TWO HUNDRED SF GROSS FLOOR AREA.

= 17,814 SF / 200
= 89.1 OR 89 SPACES

TOTAL PARKING REQUIRED: 50 + 89 = 139 SPACES

PARKING PROVIDED: 139 SPACES

BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT (SOUTH, CLARCONA OCOEE RD)	50 FT	96.6 FT
SIDE (EAST)	10 FT	38.7 FT
REAR (NORTH)	20 FT	55.7 FT

LANDSCAPE BUFFERS:	REQUIRED	PROVIDED
FRONT (SOUTH, CLARCONA OCOEE RD)	25 FT	25.1 FT MIN. (VARIES)
SIDE (EAST)	10 FT	10.3 FT MIN. (VARIES)
REAR (NORTH)	10 FT	10.0 FT MIN. (VARIES)

LEGEND

--- PROPERTY LINE
--- BUILDING SETBACK LINE (B.S.L.)
--- LANDSCAPE BUFFER (L.S.B.)

PROPOSED USES ARE THOSE CONSISTENT WITH THE C-2 ZONING DISTRICT, MORE SPECIFICALLY:

INCLUDING:

- APPLIANCE STORE
- BAR (ASSOCIATED WITH RESTAURANT SEATING 45 PEOPLE)
- CLINIC, DENTAL OR MEDICAL
- COMMERCIAL, CONVENIENCE
- COMMERCIAL, RETAIL
- DEPARTMENT STORE
- FURNITURE STORE
- GROCERY STORE / SUPERMARKET
- INTERIOR DECORATING STORE
- MUSIC, RADIO, TV SHOP
- PROFESSIONAL OFFICES
- RESTAURANT, BOTH WITH AND WITHOUT A DRIVE-THRU FACILITY
- PUBLIC SERVICE, ESSENTIAL
- RECREATION FACILITY, COMMERCIAL-INDOOR
- RECREATION FACILITY, NEIGHBORHOOD

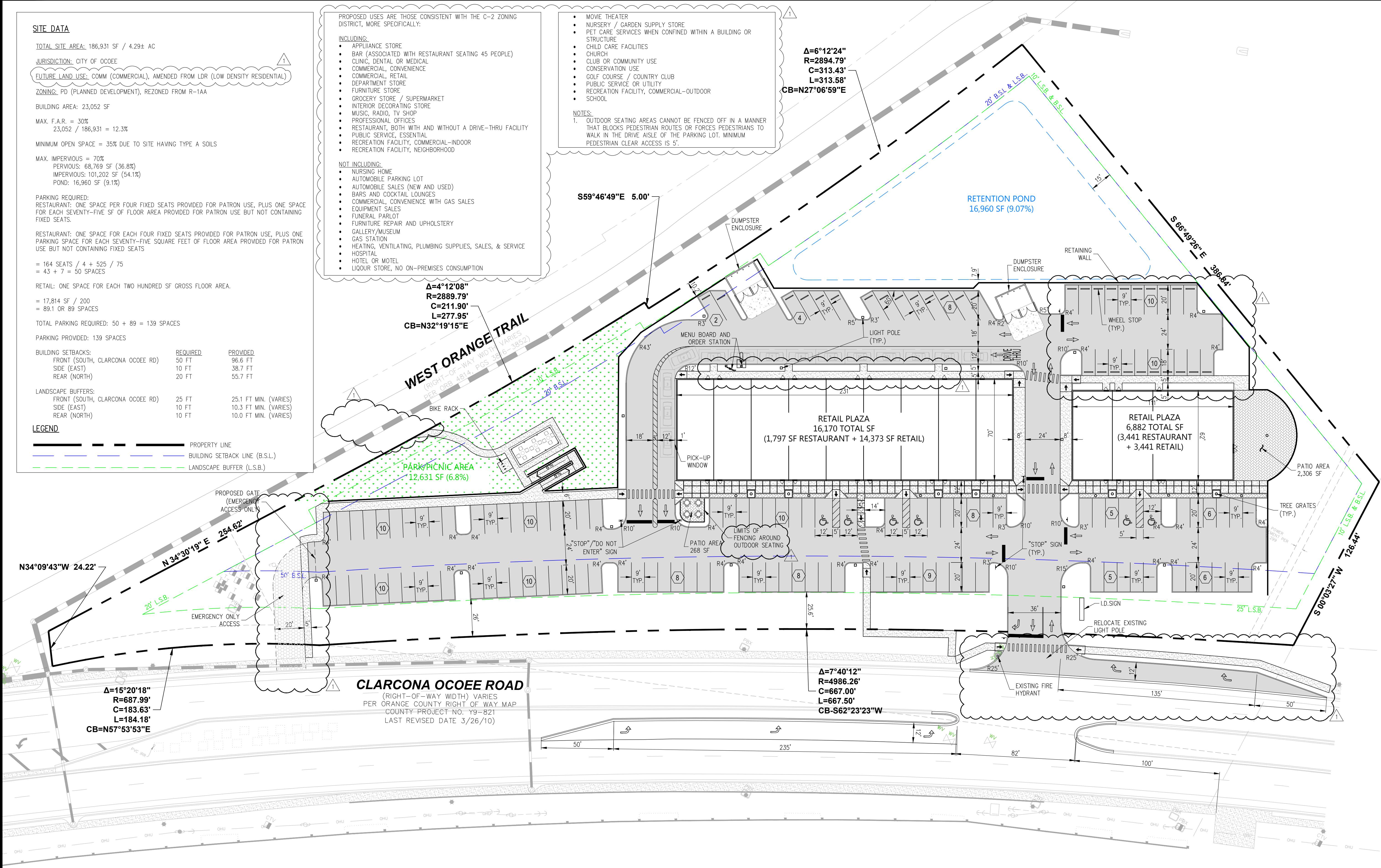
NOT INCLUDING:

- NURSING HOME
- AUTOMOBILE PARKING LOT
- AUTOMOBILE SALES (NEW AND USED)
- BARS AND COCKTAIL LOUNGES
- COMMERCIAL, CONVENIENCE WITH GAS SALES
- EQUIPMENT SALES
- FUNERAL PARLOT
- FURNITURE REPAIR AND UPHOLSTERY
- GALLERY/MUSEUM
- GAS STATION
- HEATING, VENTILATING, PLUMBING SUPPLIES, SALES, & SERVICE
- HOSPITAL
- HOTEL OR MOTEL
- LIQUOR STORE, NO ON-PREMISES CONSUMPTION

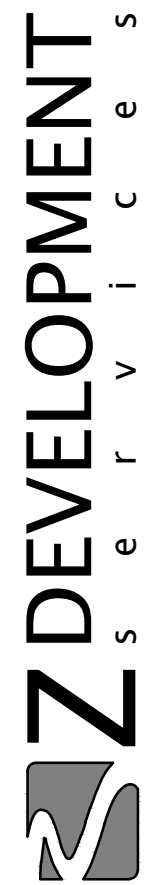
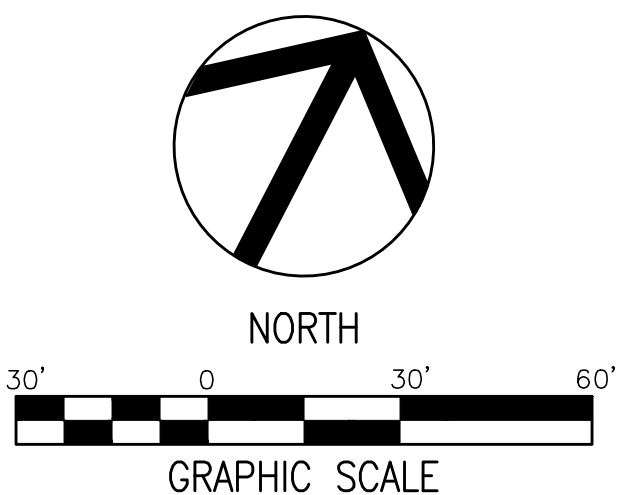
- MOVIE THEATER
- NURSERY / GARDEN SUPPLY STORE
- PET CARE SERVICES WHEN CONFINED WITHIN A BUILDING OR STRUCTURE
- CHILD CARE FACILITIES
- CHURCH
- CLUB OR COMMUNITY USE
- CONSERVATION USE
- GOLF COURSE / COUNTRY CLUB
- PUBLIC SERVICE OR UTILITY
- RECREATION FACILITY, COMMERCIAL-OUTDOOR
- SCHOOL

NOTES:

1. OUTDOOR SEATING AREAS CANNOT BE FENCED OFF IN A MANNER THAT BLOCKS PEDESTRIAN ROUTES OR FORCES PEDESTRIANS TO WALK IN THE DRIVE AISLE OF THE PARKING LOT. MINIMUM PEDESTRIAN CLEAR ACCESS IS 5'.



PUD LAND USE PLAN



CA 29354

1201 E. ROBINSON STREET
ORLANDO, FL 32801

PH: (407) 271-8910

REVISION	DATE	REVISION	DATE
1	06-26-24		

SHOPPES ON THE BLUFF
9251 CLARCONA OCOEE RD
OCOEE, FLORIDA

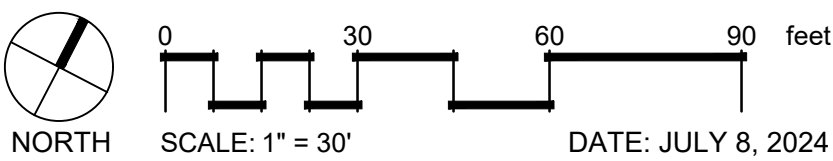
DATE: 02/21/2024
DRAWN: LH
CHECKED: CT

SP1

PROJECT NO.: 2023.110

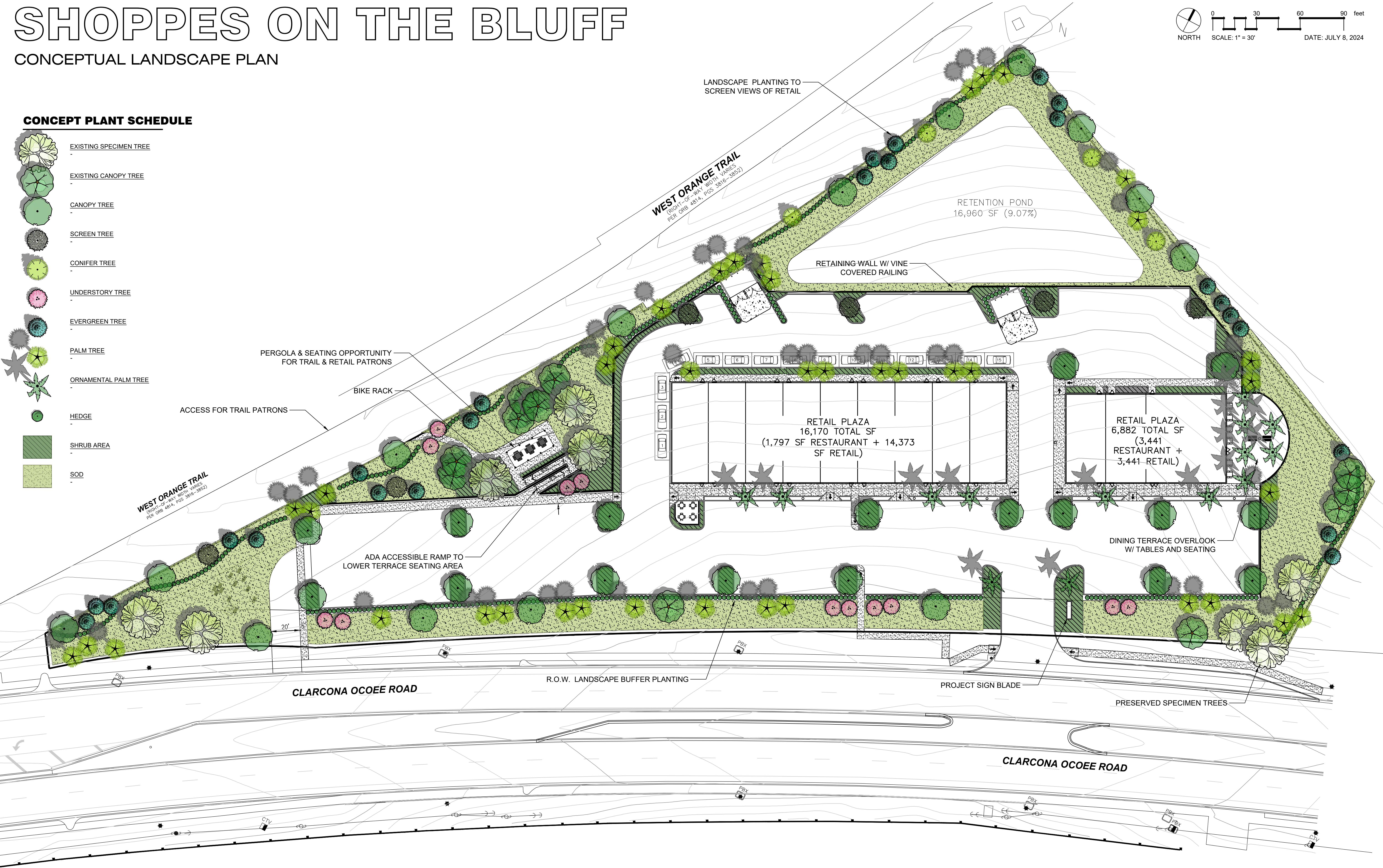
SHOPPES ON THE BLUFF

CONCEPTUAL LANDSCAPE PLAN

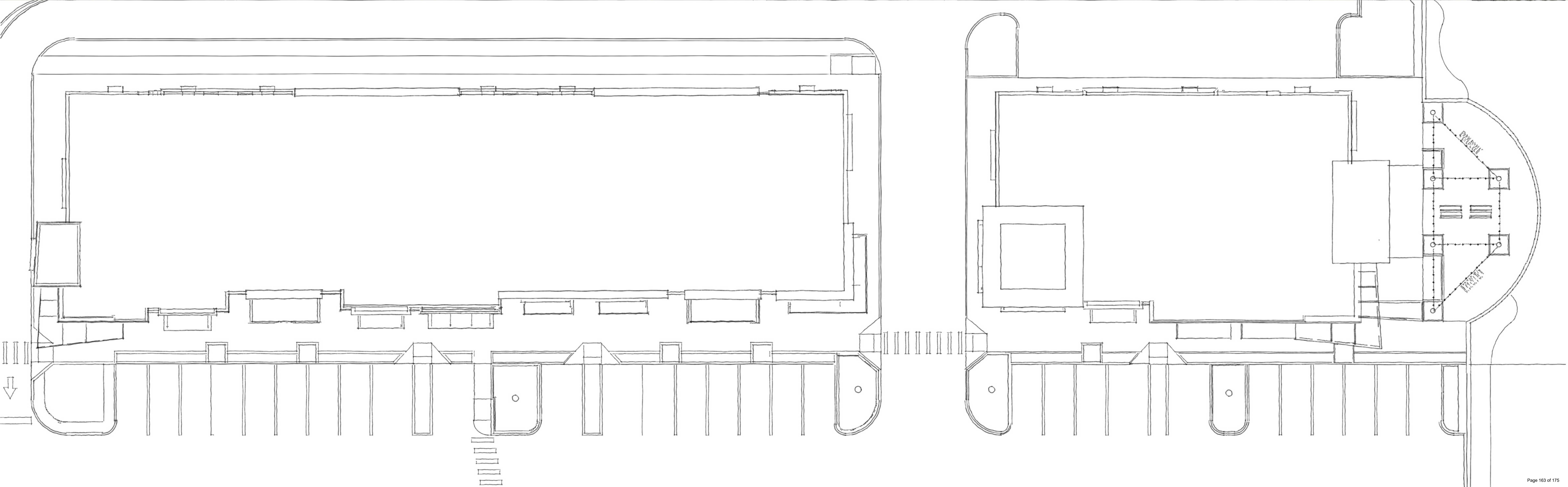


CONCEPT PLANT SCHEDULE

- EXISTING SPECIMEN TREE
- EXISTING CANOPY TREE
- CANOPY TREE
- SCREEN TREE
- CONIFER TREE
- UNDERSTORY TREE
- EVERGREEN TREE
- PALM TREE
- ORNAMENTAL PALM TREE
- HEDGE
- SHRUB AREA
- SOD











Meeting Date: September 17, 2024
Item #: 14

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance for a Temporary Six (6) Month Moratorium on the Processing and Consideration of Development Approvals. (Acting Assistant City Manager Rumer)

Background Summary:

First reading of Ordinance was held on August 20, 2024.

City staff is in the process of evaluating and rewriting the city's Land Development Code (LDC) and rewriting the Comprehensive Plan to a 2045 planning horizon, to reflect the vision that has been articulated by the City Commission and citizens of Ocoee. Each of these, individually, presents a monumental challenge for staff with far-reaching impacts for the next 20 years. Both documents, as adopted, last underwent major revisions in the late 1990s. Since these revisions in the late 1990s, the city has undertaken numerous studies and other public events whereby Commission and citizen input has been solicited. These events included: the CRA Target Area hearings in 2008, Downtown Master Plan workshops in 2016, SR 429 Overlay Character Areas in 2019, Downtown Workshop in 2023, Ocoee Music Festivals, Best Fests, and more recently, comments and direction from Commissioners and citizens on recent denials of development applications.

During this period of evaluation and rewrite, city staff recommends a six (6) month moratorium be established on the acceptance, processing, and consideration of applications for map amendments, rezoning & special exceptions, and site and subdivision plan reviews, concerning properties located within the city limits. This proposed development moratorium is a temporary halt or suspension of new construction or development projects. The objective of a development moratorium is to provide time for staff to focus on writing standards that will improve the city's place-making standards and to develop context-based development regulations so that architecture of buildings, placement and context of streets, frontages, and other infrastructure reflect the vision as stated by the Commission and citizens on numerous occasions before allowing new developments to proceed. During this moratorium, existing projects may continue, but no new applications for development permits are processed. If the moratorium is not approved, new development proposals would be subject to the current LDC and Comprehensive Plan rules and regulations, irrespective of the imminent approval of new regulations.

If the ordinance is approved, the moratorium will expire on March 17, 2025, unless terminated earlier or extended by action of the City Commission.

Issue:

Should the Honorable Mayor and City Commissioners approve an ordinance establishing a temporary moratorium on the acceptance, processing, and consideration of applications for map amendments, rezoning

& special exceptions, and site and subdivision plan reviews concerning properties located within the city limits?

Recommendations:

Planning & Zoning Commission (PZC) Recommendation

The Planning and Zoning Commission met on Tuesday, September 10, 2024, and voted 4-0 with one member recusing from the vote to recommend approval of the ordinance.

Staff Recommendation

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve an ordinance establishing a temporary moratorium on the acceptance, processing, and consideration of applications for map amendments, rezoning & special exceptions, and site and subdivision plan reviews concerning properties located within the city limits.

Attachments:

1. Development Moratorium Ordinance
2. Moratorium Ordinance Business Impact Analysis

Financial Impacts:

None

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA IMPLEMENTING A MORATORIUM PROHIBITING THE PROCESSING AND CONSIDERATION OF CERTAIN COMPREHENSIVE PLAN TEXT AND MAP AMENDMENTS, REZONINGS, SPECIAL EXCEPTIONS, AND SITE PLAN AND SUBDIVISION PLAN REVIEWS AND APPROVALS, TO ALLOW THE PLANNING AND ZONING DIVISION TIME TO THOROUGHLY REVIEW, STUDY, AND PREPARE AMENDMENTS TO THE CITY OF OCOEE COMPREHENSIVE PLAN AND THE CITY OF OCOEE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in Article VIII, Section 2 of the Constitution of the State of Florida and chapters 163 and 166, Florida Statutes, the City of Ocoee (the “City”) enjoys all Home Rule governmental, corporate, and proprietary powers to conduct municipal government, perform municipal services, and exercise any power for municipal purposes except as otherwise provided by law, including police power and authority over land development and zoning; and

WHEREAS, the City Commission has determined that land development and zoning regulations are in the best interest of the health, safety, and welfare of City’s residents, businesses, and visitors; and

WHEREAS, the City adopted its original Comprehensive Plan in April 15, 1980, and original Land Development Code in July 21, 1992; and

WHEREAS, the City’s Comprehensive Plan and Land Development Code guide decision-making by setting policies for future land use, development standards, transportation mobility, and public services; and

WHEREAS, the City has found a need to create a global vision for the development and redevelopment of properties located within the City to reflect the City's growth and changing dynamics; and

WHEREAS, the Planning and Zoning Division is in the process of evaluating the City's Land Development Code and rewriting the Comprehensive Plan with a focus on elevating the City's place-making standards and to develop context-based development regulations so that buildings, streets, frontages, and other infrastructure better reflect, and are more compatible with their intended settings;

WHEREAS, the Planning and Zoning Division intends to present to the City Commission a proposed ordinance or ordinances that would amend the City's Comprehensive Plan and Land Development Code, and may affect permitted uses, conditional uses, prohibited uses, land development standards, building design standards, and other development regulations governing properties within the City limits; and

WHEREAS, the City wishes to place the public and all parties on notice of pending legislation to amend the City's Comprehensive Plan and Land Development Code; and

WHEREAS, the processing of applications to: (a) amend the Comprehensive Plan text or Future Land Use map; (b) to rezone land in the City; (c) to obtain a special exception allowing certain use(s) on land in the City; and (d) for preliminary or final site plan or subdivision approval consume enormous time and personnel resources of the Planning and Zoning Division such as to interfere with the Division's ability to thoroughly review, study, and prepare recommended amendments to the Comprehensive Plan and Land Development Code;

WHEREAS, the Planning and Zoning Division reasonably requires at least six (6) months to thoroughly review, study, and prepare amendments to the City's Comprehensive Plan and Land Development Code;

WHEREAS, a moratorium temporarily suspending new applications to: (a) amend the Comprehensive Plan text or Future Land Use map; or (b) to rezone land in the City; or (c) to obtain a special exception allowing certain use(s) on land in the City; or (d) for preliminary or final site plan or subdivision approval, would be in the best interests of the health, safety and welfare of the citizens of the City, and would allow reasonable time for the Planning and Zoning Division's review, study and preparation of amendments to the City's Comprehensive Plan and Land Development Code, and for the City Commission's consideration of such amendments;

WHEREAS, the City Commission should reserve discretion to extend the moratorium up to several months, if the City Commission deems it reasonably necessary, upon approval of one or more Resolutions.

NOW, THEREFORE BE IT ENACTED by the City Commission of the City of Ocoee that:

SECTION 1: Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth at length.

SECTION 2: Temporary Moratorium Suspending Application Processing. In order to give the Planning and Building Department reasonably sufficient time to thoroughly review, study and prepare amendments to the City's Comprehensive Plan and Land Development Code, the City hereby imposes a six (6) month moratorium temporarily suspending new applications to: (a) amend the City's Comprehensive Plan text or Future Land Use map; or (b) to rezone land in

the City; or (c) to obtain a special exception allowing certain use(s) on land in the City; (d) for preliminary or final site plan or subdivision approval in the City. During this moratorium, the City will not accept or process any new applications for any of the aforementioned land development approvals.

SECTION 3. Extension of Moratorium. The City Commission may extend the moratorium on accepting and processing the aforementioned applications by up to an additional four (4) months upon passage of one or more Resolutions approving of such extension(s), if such extension(s) appear reasonably necessary.

SECTION 4. Existing Applications. The moratorium shall not apply to the processing of any existing and pending application to: (a) amend the Comprehensive Plan text or Future Land Use map; or (b) to rezone land in the City; or (c) to obtain a special exception allowing certain use(s) on land in the City; or (d) for preliminary or final site plan or subdivision approval provided that the City's Planning and Zoning Division has received such application prior to the effective date of this Ordinance. This moratorium shall not affect any business lawfully operating in the City pursuant to valid licenses, permits, and approvals if the existing business is compliant with all applicable Federal, State, County, and municipal code, ordinances, rules, regulations, and policies. Nor shall this moratorium affect any emergency approval of any part of a preliminary site plan or to otherwise permit drainage improvements, if required to protect persons or property from flooding or to otherwise protect the health and safety of persons or property.

SECTION 5: Non-Codification. The provisions of this Ordinance shall not be included or incorporated into the City Code or Land Development Code.

SECTION 6: Severability. The provisions of this Ordinance are declared to be severable and if any section, paragraph, sentence or word of this Ordinance, or if the application as to any

person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If a court of competent jurisdiction finds that any part of this Ordinance is preempted or otherwise superseded, the remainder of this Ordinance shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part.

SECTION 7: Effective Date. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

PASSED AND ADOPTED this _____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

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

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

By: _____
Richard S. Geller
City Attorney

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance No. 24-

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA IMPLEMENTING A MORATORIUM PROHIBITING THE PROCESSING AND CONSIDERATION OF CERTAIN COMPREHENSIVE PLAN TEXT AND MAP AMENDMENTS, REZONINGS, SPECIAL EXCEPTIONS, AND SITE PLAN AND SUBDIVISION PLAN REVIEWS AND APPROVALS, TO ALLOW THE PLANNING AND ZONING DIVISION TIME TO THOROUGHLY REVIEW, STUDY, AND PREPARE AMENDMENTS TO THE CITY OF OCOEE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

The purpose of this Ordinance is to allow time for the Planning and Zoning Division to reasonably review, study, and prepare amendments to the City's Comprehensive Plan and Land Development Code. The City wishes to place the public and all parties on notice of pending legislation to amend the City's Comprehensive Plan and Land Development Code which will focus on elevating the City's place-making standards and to develop context-based development regulations so that buildings, streets, frontages, and other infrastructure better reflect, and are more compatible with their intended settings.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

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

N/A

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

N/A

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

The City has communicated to businesses and developers that the moratorium shall not apply to the processing of any existing and pending application to: (a) amend the Comprehensive Plan text or Future Land Use map; or (b) to rezone land in the City; or (c) to obtain a special exception allowing certain use(s) on land in the City; or (d) for preliminary or final site plan or subdivision approval provided that the City's Planning and Zoning Division has received such application prior to the effective date of this Ordinance. This moratorium shall not affect any business lawfully operating in the City pursuant to valid licenses, permits, and approvals if the existing business is compliant with all applicable Federal, State, County, and municipal code, ordinances, rules, regulations, and policies. Nor shall this moratorium affect any emergency approval of any part of a preliminary site plan or to otherwise permit drainage improvements, if required to protect persons or property from flooding or to otherwise protect the health and safety of persons or property.

Rumer, Michael

From: Russell Maynard <rmaynard@floridaeng.com>
Sent: Wednesday, September 11, 2024 10:55 AM
To: McFarlane, Brett
Cc: Householder, Margie; Rumer, Michael; Amit Patel
Subject: HomeTowne Studios - Upcoming City Commission Meeting

Brent:

Please accept and process this request to continue the HTS Special Exception Item from next week to the October 1st meeting. This request is being made to allow the owners time to address and make needed changes based on the concerns of the Citizens and Planning Board Members expressed at the Planning and Zoning Commission meeting last night.

Thank you for your assistance in this matter, should you have any questions, please feel free to contact me.

Best regards,

Russell C. Maynard, Managing Member
Central Florida Engineering Consultants, LLC

1111 N. Ronald Reagan Boulevard, STE 101
Longwood, Florida 32750
407-599-7010 x202
Fax 407-358-5448
rmaynard@floridaeng.com



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West Orange Times c/o Business Observer

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Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE

NOTICE OF PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL EXCEPTION FOR HOMETOWNE STUDIOS – WEST ROAD REAL ESTATE LLC

CASE NUMBER: 5-24-SE-032

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-8, of the City of Ocoee Land Development Code, that on **TUESDAY, SEPTEMBER 17, 2024, at 6:15 p.m.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, located at 1 North Bluford Avenue, Ocoee, Florida, to consider an application for a Special Exception for HomeTowne Studios – West Road Real Estate LLC to be located at parcel ID # 06-22-28-0000-00-008. The subject property contains approximately 3.71 acres and is generally located south of West Road and approximately 750 feet east of the Ocoee Apopka Road and West Road intersection. Pursuant to Table 5-1 of Article V of the Ocoee Land Development Code, a Special Exception approval is required for the use of property zoned C-2 (Community Commercial District) for a hotel or motel use. The applicant is requesting a Special Exception approval for the use of C-2 property for a 4-story, 124-room hotel.

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

September 5, 2024

24-02817W

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

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