



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

October 15, 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

Presentation on City Wide Golf Cart. **(Assistant City Manager Rumer and Police Chief Ogburn)**

• 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 October 1, 2024. **(City Clerk Sibbitt)**
2. Approval of Resolution Rescheduling the City's Referendum on Proposed Amendments to the Charter to Coincide with the Regular Municipal Election Day. **(City Attorney Geller)**
3. Approval for Transfer of Assets Due to the Reorganization of the Support Services Department. **(Chief Accountant Meruena)**
4. Approval of Utility Easement Agreement with DKC Ocoee Village Center SE, LLC for 7-Eleven (Southeast Commercial at Ocoee Village Center). **(Development Engineer Keaton)**
5. Approval of Ratification of the Florida Police Benevolent Association Agreements with the City Regarding Article 16: Wages and Appendix B. **(Human Resources/Risk Management Director Wilson)**
6. Approval of School Resource Officer Agreement with Orange County Public Schools for 2024/2025 School Year. **(Police Chief Ogburn)**
7. Approval of Master Services Agreement with Panasonic Corporation of North America. **(Police Chief Ogburn)**

8. Approval of FY 2024-2025 Budget Vehicle and Equipment Purchases. **(Assistant Public Works Director Gajadhar)**
9. Approval to Surplus and Replace Air Conditioning System (HVAC) for Jim Beech Recreation Center. **(Assistant Public Works Director Gajadhar)**
10. Approval to Rebuild Bar Screen #1 at the City of Ocoee Wastewater Treatment Plant (WWTP). **(Acting Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

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

11. Second Reading of Ordinance Amending Section 5-3 of the Code of Ordinances for Qualification of Candidates. **(City Clerk Sibbitt)**
12. Second Reading of Ordinance Amending Section 11-1 of the Code of Ordinances for Regular City Commission Meetings. **(City Clerk Sibbitt)**

• **PUBLIC HEARING**

13. Approval of Land Agreement to Sell City-Owned Property. **(Assistant City Manager Rumer)**

• **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.

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

October 1, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

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

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

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

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

Fire Prevention Month proclamation was read, and proclaimed by **Mayor Johnson**. The proclamation was accepted by Fire Chief Smothers and his staff.

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

• **PUBLIC COMMENTS 6:22 PM**

The following persons addressed the City Commission:

- **Gina Cappiello**, *Ocoee Resident*, read a letter written by Sleepy Harbour HOA Resident, Mike Smarrito, regarding his concerns on the water conditions of Lake Prima Vista and Starke Lake. **Public Works Director Krug** addressed concerns raised in the letter, elaborating on the future treatment plans of Lake Prima Vista and Starke Lake. **Acting City Manager Shadrix** commented on the decades of agricultural buildup, predating the Clean Water Act and the Environmental Protection Act, citing that to be the case in this situation. **Commissioner Wilsen** reiterated that this subject is Item #4 on tonight's agenda, and further noted that the letter read by Ms. Cappiello along with photos of the lakes were emailed to the Elected Officials, and are available for viewing upon request. **Commissioner Oliver** commented on the programs in place by the St. Johns Water Management District to help with these issues.
- **Jim Moyer**, *Ocoee Resident*, provided information regarding Hispanic Heritage Month.
- **Doug Gomber**, *Ocoee Resident*, asked for an update on the Golf Course negotiations and **City Attorney Gellar** stated that documents have not yet been received.

• **CONSENT AGENDA 6:38 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-4; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held September 17, 2024, and the Final Budget Public Hearing held September 18, 2024. **(City Clerk Sibbitt)**
2. Approval of Reappointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
3. Approval for Declaration of Surplus and Disposal of Assets from FY23/24 Annual Inventory. **(Finance Director Roberts)**
4. Approval for Monitoring, Treatment, and Lake Planting to Improve Water Quality in Starke Lake and Lake Prima Vista. **(Public Works Director Krug)**

• **FIRST READING OF ORDINANCE 6:38 PM**

5. First Reading of Ordinance Amending Section 5-3 of the Code of Ordinances for Qualification of Candidates. **(City Clerk Sibbitt)**

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 October 15, 2024, at 6:15 PM or soon thereafter.

6. First Reading of Ordinance Amending Section 11-1 of the Code of Ordinances for Regular City Commission Meetings. **(City Clerk Sibbitt)**

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 October 15, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:40 PM**

7. Second 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)**

Acting Assistant City Manager Rumer introduced the proposed ordinance for Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code. **Principal Urban Designer Parish** explained that the purpose of the ordinance is to promote construction practices that enhance the long-term durability of buildings. The use of high-quality materials and compliance with these building codes will help extend the life of the structures, minimizing future repair and maintenance costs. City staff has identified wood-framed multifamily buildings as particularly vulnerable to issues such as moisture damage, mold, mildew, wood rot, and infestations that can lead to structural damage caused by wood-destroying organisms.

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.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to approve Ordinance No. 2024-29, Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code; moved by Commissioner Kennedy, seconded by Commissioner Firstner; Motion carried 5-0.

8. Second 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)**

Zoning Manager Whitfield presented a brief overview of the Small-Scale Comprehensive Plan Future Land Use Map Amendment and Rezoning. The subject property 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, and consists of two (2) parcels totaling approximately 4.29 acres.

The applicants would like to rezone the property from R-1AA (Single-Family Dwelling District) to PUD (Planned Unit Development District). The proposal is to construct two buildings totaling 23,052 SF of commercial space that would comprise uses within C-2 zoning, with primarily retail and restaurant. The applicant is requesting a waiver to reduce the required 10-foot building perimeter landscaping to 5-feet in certain areas to allow for increased pedestrian access and improve the aesthetics of the building. Staff recommends that the Honorable Mayor and City Commission approve the proposed ordinances subject to the conditions that the Land Use Plan be revised to add "Tattoo Establishments" and "Smoke/Vape and Tobacco Shops and Other Like Establishments" to the list of not included uses.

City Attorney Geller read the titles of the ordinances.

The public hearing was opened.

The following person(s) addressed the City Commission:

- **John Bass**, *Ocoee Resident*, voiced his opposition to the project and shared his concerns with traffic accidents at the intersection of Clarcona Ocoee Road and Clarke Road.

The public hearing was closed.

Motion: Move to approve Ordinance No. 2024-30, for Shoppes on the Bluff Small-Scale Comprehensive Plan Future Land Use Map Amendment; Project No. CPA-2024-003, subject to staff's recommendation; moved by Commissioner Oliver, seconded by Commissioner Firstner; Motion carried 5-0.

Mayor Johnson stated that he believes Mr. Bass's main concerns are related to the road's design, which falls under the County's responsibility. He mentioned that he has spoken with Orange County Commissioner Christine Moore multiple times, but no action has been taken so far.

Commissioner Kennedy stated that the motion should include the conditions, as recommended by staff to not include tattoo establishments, tobacco shops, and other like establishments.

Motion: Move to approve Ordinance No. 2024-31, for Shoppes on the Bluff Rezoning; RZ- 24-03-05, subject to staff's recommendation that the Land Use Plan be revised to add "Tattoo Establishments" and "Smoke/Vape and Tobacco Shops and Other Like Establishments" to the list of not included uses; moved by Commissioner Oliver, seconded by Commissioner Wilsen; Motion carried 5-0.

• **PUBLIC HEARING 6:51 PM**

9. Approval of 1 Taylor Street Right of Way Vacation; Project No. VAC-24-36. (Concurrency & Commitment Coordinator McFarlane)

Concurrency & Commitment Coordinator McFarlane summarized the 1 Taylor Street right of way vacation. The request is to vacate and abandon approximately 5,000 square feet of unimproved public ROW. The City does not have plans to use this portion of ROW as a public street.

No objections were received from all applicable utility companies. The Orange County Property Appraiser's Office reviewed the area to be vacated along with the legal description and has no objections. It has stated that no other entities are entitled to the proposed area to be vacated.

City Attorney Geller read the title of the resolution.

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

Commissioner Oliver asked what would be the future use of the property and **Acting Assistant City Manager Rumer** and **Acting City Manager Shadrix** addressed his question.

Motion: Move to approve Resolution No. 2024-11, for 1 Taylor Street Right of Way Vacation; Project No. VAC-24-36, subject to staff's recommendation; moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

**10. Approval of HomeTowne Studios Special Exception; Project No. 5-24-SE-032.
(Concurrency & Commitment Coordinator McFarlane)**

Concurrency & Commitment Coordinator McFarlane summarized the HomeTowne Studios special exception, which encompasses a hotel on a 3.71-acre parcel that is part of the Ladybird Academy PUD, to include C-2 zoning uses. In accordance with Permitted Use Regulations Table 5-1, Section 5-8A of Article V, a Special Exception approval is required to place a hotel on property zoned C-2. He summarized the Special Exception criteria reviewed by staff and noted that the applicant is available to answer any questions from the City Commission. **Concurrency & Commitment Coordinator McFarlane** mentioned that the applicant informed City staff of their intention to rebrand the Special Exception from HomeTowne Studios to either Holiday Inn Express or a Holiday Inn Express/Candlewood Studio combination. He further briefed the City Commission on the recommendation from the Planning and Zoning Commission which resulted in a denial of the proposed Special Exception, by a 4 to 1 vote.

Concurrency & Commitment Coordinator McFarlane outlined three options for the Special Exception regarding hotel use on a property zoned C-2, as follows:

Option #1: Approve the Special Exception with conditions. Conditions would be consistent but not limited to maximum duration of stay, minimum rate structure, amenities, etc.;

Option #2: Deny the Special Exception;

Option #3 Continue the item to a future date with or without a date certain.

Russell Maynard, *Central Florida Engineering Consultants*, stated that the change of brand to an IHG Hotel will result in a decrease of rooms; there will be 110 rooms as opposed to 124.

The public hearing was opened.

The following person(s) addressed the City Commission:

- **Kellie Beck**, *Ocoee Resident*, encouraged the Commission to choose option two and deny this special exception, based on the compatibility with nearby properties and the safety and welfare of the surrounding community.
- **Brad Lomneck**, *Ocoee Resident*, suggested including conditions in case the project is revised again, should it be approved.

The public hearing was closed.

Russell Maynard expressed that the applicant is proposing a hotel/studio combo; however, if the extended stay of the Candlewood Studio is truly an issue, then it would solely be a Holiday Inn Express.

Commissioner Kennedy voiced his disapproval of the last-minute revision to the plans and stated that he intends to vote against the special exception request.

Commissioner Wilsen echoed the comments of Commissioner Kennedy.

Commissioner Firstner questioned the definition of extended stay and **Acting Assistant City Manager Rumer** stated that by code, they do not have a definition to provide. **Commissioner Firstner** also echoed the comments of Commissioner Kennedy and suggested denial.

Commissioner Oliver expressed support for the rebranding but agreed with the rest of the City Commission that an extended stay does not align with the area's aesthetics.

Mayor Johnson concurred with previous remarks in denying the request.

Motion: Move to deny HomeTowne Studios Special Exception; Project No. 5-24-SE-032; moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

• **REGULAR AGENDA 7:17 PM**

11. Centennial Planning Update and Direction. (Acting Assistant City Manager Rumer)

Acting Assistant City Manager Rumer summarized the City Commission's July 16th approval to waive the procurement policy, allowing staff to work with the selected marketing and graphic design firms. He noted that three action items will be presented by City staff this evening.

Community Relations Manager Wright presented and summarized the two (2) Centennial Logo concept options for the City Commission to consider. The City Commission briefly discussed the options presented.

Motion: Move to approve logo 'Option B'; moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-1 with Commissioner Oliver opposing.

Acting Development Services Director/CRA Administrator Corless presented and summarized the proposed time capsule idea. She shared some possible time capsule items, marker inscription options, and the proposed marker location.

Consensus of the City Commission was that they support the time capsule location proposed by staff. Further discussion took place regarding the time capsule contents and inscription options, and the Commission agreed that their names were not necessary on the marker as items such as a proclamation placed in the capsule would include their names.

Principal Urban Designer Parish briefed the City Commission on the downtown mural purpose and proposed location. The mural should consist of vibrant imagery that reflects historic, community-life, natural or environmental elements significant to the City. Selection of an artist will be brought back before the City Commission at a future meeting.

Acting Development Services Director/CRA Administrator Corless summarized the planned centennial events for the upcoming 2025 year, and noted a change she made to the date for the Spring into Conservation event.

• **COMMENTS FROM COMMISSIONERS 7:44 PM**

Commissioner Kennedy – Commented on the following:

- 1) Suggested that as staff reviews the Land Development Code, they consider enhancing the process, particularly in terms of communication and engagement with the citizens in our City.

Commissioner Wilsen – Commented on the following:

- 1) Announced that effective tomorrow, Craig Shadrix will be the City Manager.

Commissioner Firstner – No further comments.

Commissioner Oliver – Commented on the following:

- 1) Shared that he researched an app called “See it, Click it, Fix it”, and would like to bring it forward for discussion at a future meeting.
- 2) Shared that there was a fatality at the intersection of Clarcona Ocoee Road, which has deeply impacted him emotionally. He then asked if staff could draft a letter to the County requesting the installation of a turn signal at this intersection. **Mayor Johnson** advised that he has sent emails to Orange County Commissioner Moore about the issues at this intersection, and a letter can be sent through the City Manager’s Office.
- 3) Shared an inspirational quote.

Mayor Johnson – Commented on the following:

- 1) Announced the Halloween Howl Night event date, time, and location.
- 2) Announced the Jolly Jamboree event date, time, and location. He further asked that the Golf Cart Parade be included in the flyer.
- 3) Expressed concerns about the mowing of City property and semi-trucks parking on City property, noting that the City Manager has informed him that the issue will be addressed.
- 4) Expressed concern for the families in North Carolina affected by the hurricane and reminded residents that natural disasters can occur at any time.

Acting City Manager Shadrix briefly updated the City Commission on upcoming items for a future meeting, including the Golf Cart Ordinance and the Downtown Master Development Contract. He also mentioned that an appeal regarding staff’s denial of the Live Local project on Clarke Road, a quasi-judicial proceeding, will come before the City Commission on November 5th. **City Attorney Geller** advised the Commission not to pre-judge the case until all evidence is presented on November 5th and encouraged them to avoid any ex parte communications related to the project.

Acting City Manager Shadrix announced that, Michael Rumer will be Assistant City Manager effective tomorrow.

- 5) Announced that a four-way stop is being designed for White Road and Montgomery Road,

and will be installed soon.

• **ADJOURNMENT 7:57 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: October 15, 2024
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Resolution Rescheduling the City's Referendum on Proposed Amendments to the Charter to Coincide with the Regular Municipal Election Day. (City Attorney Geller)

Background Summary:

On March 5, 2024, the City Commission adopted Ordinance No. 2024-05, approving the proposed Charter Amendments to Sections C-9, C-10, and C-17 of the City Charter and placing them on the November 2024 General City Election ballot. However, the Orange County Supervisor of Elections informed the City that due to the length of the November 5, 2024, election ballot, municipalities could not include referendum questions. As a result, Ocoee voters will have the opportunity to vote on the referendum questions during the Regular Municipal Election, expected on Tuesday, March 11, 2025, or on such other day the Orange County Supervisor of Elections may set in March 2025.

Issue:

Should the Honorable Mayor and City Commissioners approve the resolution to have the proposed Charter amendments included on the March 11, 2025, ballot, or on such other day the Orange County Supervisor of Elections may set in March 2025?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the resolution to have the proposed Charter amendments included on the March 11, 2025, ballot, or on such other day the Orange County Supervisor of Elections may set in March 2025.

Attachments:

1. Resolution

Financial Impacts:

Election costs are adequately funded in the budget for FY24/25.

Type of Item: Consent

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, RESCHEDULING THE CITY’S REFERENDUM ON PROPOSED AMENDMENTS TO THE OCOEE CITY CHARTER TO COINCIDE WITH THE REGULAR MUNICIPAL ELECTION DAY ON TUESDAY, MARCH 11, 2025, OR ON SUCH OTHER DAY THE ORANGE COUNTY SUPERVISOR OF ELECTIONS MAY SET IN MARCH 2025; AND PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section C-19 C. of the Ocoee City Charter, the City Commission approved of Ordinance 2024-05, which proposed certain amendments to Sections C-9, C-10, and C-17 of the Ocoee City Charter for qualified voters of the City to consider in a referendum; and

WHEREAS, Section 7.2 of Ordinance 2024-05 authorized “City Staff, under direction of the City Manager...to take such actions as are necessary and advisable to effect and carry out this Ordinance and the...election provided for herein, including working with the Orange County Supervisor of Elections to put the questions set forth herein on the ballot at the next general city election after the effective date of this Ordinance, on November 5, 2024 or as otherwise set by the City Commission”; and

WHEREAS, the Orange County Supervisor of Elections advised the City that, due to the length of the November 5, 2024 election ballot, municipalities could not add referendum questions to the ballot; and

WHEREAS, the Orange County Supervisor of Elections advised that the City of Ocoee voters could vote on the referendum questions on the Regular Municipal Election Day, expected to take place on Tuesday, March 11, 2025, or on such other day the Orange County Supervisor of Elections may set in March 2025.

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

SECTION 1. **Authority.** The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to: (1) Article VIII of the Constitution of the State of Florida; (2) Chapter 166, Florida Statutes; (3) Section C-49 of the Ocoee City Charter, which states, “The City Commission may set the dates of elections...by resolution or ordinance”; and (4) Ordinance 2024-05, which specifically authorizes the City Commission to change the date of the vote on the proposed Charter amendments.

SECTION 2. **Regular Municipal Election Date.** The City Commission of the City of Ocoee hereby adopts the Regular Municipal Election Day, expected to take place on March 11, 2025, or on such other date the Orange County Supervisor of Elections may set in March 2025, as the date for the City’s qualified voters to vote in a referendum on proposed amendments to Sections C-9, C-10, and C-17 of the Ocoee City Charter. The City Commission hereby authorizes the City Clerk, under the direction of the City Manager, to work with the Orange County Supervisor of Elections to put the questions set forth in Ordinance 2024-05 on the ballot in March 2025.

SECTION 3. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 portions hereto.

SECTION 4. **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**APPROVED BY THE OCOEE CITY
COMMISSION ON Oct. _____, 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



Meeting Date: October 15, 2024

Item #: 3

Contact Name: Eileen Meruena
Contact Number:

Department Director: Rebecca Roberts
City Manager: Craig Shadrix

Subject: Approval for Transfer of Assets Due to the Reorganization of the Support Services Department. (Chief Accountant Meruena)

Background Summary:

Effective FY25, the Support Services Department was reorganized. The Code Enforcement Department has been moved to the Police Department, while Community Relations is now part of Parks and Leisure Services. Additionally, Support Services has been renamed Information Services and Technology. As a result of these changes, vehicles assigned to Code Enforcement Officers will be transferred to the Police Department. Attached is a list of vehicles along with the asset transfer form, which has been prepared and approved by both department heads.

Issue:

Should the Honorable Mayor and City Commissioners approve the asset transfers from the previously structured Support Services Department to the Police Department?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the asset transfers from the previously structured Support Services Department to the Police Department?

Attachments:

1. FY25 Items for Transfer

Financial Impacts:

All assets on the list were fully depreciated; therefore, there is no financial impact from this action.

Type of Item: Consent

ASSET TRANSFER LIST FY 23/24

ASSET #	ASSET DESCRIPTION	SERIAL No.	DATE ACQUIRED	COST BASIS	CURRENT VALUE	FROM DEPARTMENT	TRANSFER FROM DEPARTMENT APPROVAL	TO DEPARTMENT	TRANSFER TO DEPARTMENT APPROVAL	DEPARTMENT COMMENTS
VEH1115	2016 FORD FUSION	3FA6P0G78GR398129	4/19/2016	17,433.00	-	SUPPORT SERVICES	APPROVED BY D. GAINES	POLICE	APPROVED BY V. OGBURN	CODE ENFORCEMENT MOVING TO PD
VEH1116	2016 FORD F-150	1FTMF1C86GFC00959	4/29/2016	18,965.00	-	SUPPORT SERVICES	APPROVED BY D. GAINES	POLICE	APPROVED BY V. OGBURN	CODE ENFORCEMENT MOVING TO PD
VEH1175C	Ford F-150, 2018	1FTMF1CB6JKE38191	6/25/2018	19,907.00	-	SUPPORT SERVICES	APPROVED BY D. GAINES	POLICE	APPROVED BY V. OGBURN	CODE ENFORCEMENT MOVING TO PD
VEH1176C	Ford F-150, 2018	1FTMF1CB4JKE38190	6/25/2018	19,907.00	-	SUPPORT SERVICES	APPROVED BY D. GAINES	POLICE	APPROVED BY V. OGBURN	CODE ENFORCEMENT MOVING TO PD
VEH1226	2019 FORD F-150 XL TRIM	1FTMF1CB7KKE51971	9/11/2019	19,635.00	-	SUPPORT SERVICES	APPROVED BY D. GAINES	POLICE	APPROVED BY V. OGBURN	CODE ENFORCEMENT MOVING TO PD

ASSET #	ASSET DESCRIPTION	FROM DEPARTMENT	TO DEPARTMENT	CURRENT BOOK VALUE
VEH1115	2016 FORD FUSION	SUPPORT SERVICES	POLICE	0
VEH1116	2016 FORD F-150	SUPPORT SERVICES	POLICE	0
VEH1175C	Ford F-150, 2018	SUPPORT SERVICES	POLICE	0
VEH1176C	Ford F-150, 2018	SUPPORT SERVICES	POLICE	0
VEH1226	2019 FORD F-150 XL TRIM	SUPPORT SERVICES	POLICE	0
Grand Total				0

STAFF REPORT

Meeting Date: October 15, 2024

Item #: 4

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Utility Easement Agreement with DKC Ocoee Village Center SE, LLC for 7-Eleven (Southeast Commercial at Ocoee Village Center). (Development Engineer Keaton)

Background Summary:

As part of the Ocoee Village Center Southeast Commercial 7-Eleven project, potable and reclaimed water services were installed to provide domestic and irrigation services for the project. Additionally, a public fire hydrant was installed to provide fire protection for the project. As a condition of the Small-Scale Site Plan approval, the Developer agreed to provide utility easements for the public portion of the utility services, allowing the City to operate and maintain its public utilities. See the attached utility easement document.

Issue:

Should the Honorable Mayor and City Commissioners accept the Utility Easement as provided by DKC Ocoee Village Center SE, LLC for the 7-Eleven (Southeast Commercial at Ocoee Village Center)?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners accept and authorize the Mayor to execute the Utility Easement with DKC Ocoee Village Center SE, LLC for the 7-Eleven (Southeast Commercial at Ocoee Village Center) Development.

Attachments:

1. Utility Easement

Financial Impacts:

None

Type of Item: Consent

PREPARED BY:
Shamsia Sheehan, Esq.
7-Eleven, Inc.
3200 Hackberry Road
Irving, Texas 75063

Tax Parcel Identification Number: 05-22-28-6160-19-032

UTILITY EASEMENT

THIS UTILITY EASEMENT (the "Easement") is made this ____ day of _____, 2024, is by DKC Ocoee Village Center SE, LLC, a Florida limited liability company, having a mailing address of 431 Fairway Drive, Suite 201, Deerfield Beach, Florida 33441 ("GRANTOR"), in favor of the City of Ocoee, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("GRANTEE").

WITNESSETH:

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to GRANTEE a perpetual, non-exclusive utility easement to enter upon, construct and maintain, as GRANTEE deems necessary, a water meter, pipes, and related appurtenances (the "Utility Improvements") under and across that certain easement area more particularly described and depicted in the attached Exhibit "A" and Exhibit "B" (the "Easement Area").

TO HAVE AND TO HOLD said Easement onto GRANTEE and its assigns forever, subject to all matters of record.

GRANTOR AGREES not to build, construct, install or create, nor permit others to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder the access, operation, and maintenance of the Utility Improvements within the Easement Area. Any landscaping to be installed within the Easement Area shall be approved by the City of Ocoee Utilities Department. In addition, no trees shall be installed within ten (10) feet of the Utility Improvements.

GRANTEE shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation, and maintenance of the Easement. GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to GRANTEE'S landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards. Any irrigation, sidewalk or pavement installed within the Easement Area that will impede the GRANTEE'S ability to maintain or repair the Utility Improvements shall be restored at GRANTOR'S expense.

This Easement shall inure to the benefit burden of both GRANTOR and GRANTEE, their successors, and assigns.

GRANTEE may at any time increase its use of the Easement, change the location of the water meters, pipes or other facilities within the boundaries of the Easement right of way, or modify the size of existing water meters, pipes or other facilities as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S successors or assigns, provided GRANTEE does not expand its use of the Easement beyond the Easement Area.

[Signatures on following page]

IN WITNESS WHEREOF GRANTOR has caused this Easement to be executed in its name on the day and year first above written.

Signed, Sealed and Delivered in the Presence
Of Witnesses:

By: 

Print Name: Beatrice T. Williams
Address: 431 Fairway Drive, Suite 201
Deerfield Beach, Florida 33441

By: 

Print Name: Devika Francis
Address: 431 Fairway Drive, Suite 201
Deerfield Beach, Florida 33441

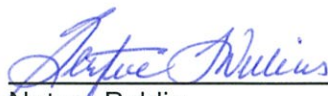
DKC OCOEE VILLAGE CENTER SE, LLC,
a Florida limited liability company

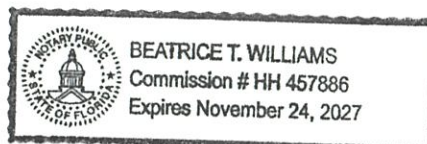
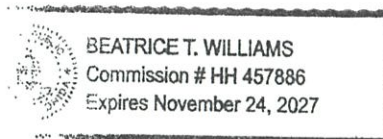
By: 
Name: David Coppa
Title: Chief Executive Officer

STATE OF FLORIDA §
 §
COUNTY OF BROWARD §

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☒ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **David Coppa** as **Chief Executive Officer of DKC Ocoee Village Center SE, LLC**, personally known to me to be the person whose name is subscribed to the foregoing instrument, and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 16th day of September, 2024.


Notary Public
My Commission Expires: 11/24/27



Signed, Sealed and Delivered in the Presence
Of Witnesses:

By: _____

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

By: _____

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

GRANTEE:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
Approved as to form and legality
This ____ day of _____, 202__

APPROVED BY THE CITY OF OCOEE COMMISSION
AT A MEETING HELD ON _____, 202__
UNDER AGENDA ITEM NO. _____.

FISHBACK DOMINICK

By: _____
Richard Geller, Attorney

STATE OF FLORIDA
COUNTY OF _____

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

WITNESS my hand and official seal in the County and State last aforesaid on this
____ day of _____, 202__.

Signature of Notary

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

Sketch of Description

EXHIBIT "A"

Legal Description: Utility Easement

A portion of Tract SC2, Ocoee Village Center, according to the plat thereof, as recorded in Plat Book 110, Pages 80 through 89, of the Public Records of Lake County, Florida, described as follows:

Commencing at the Southeast corner of said Tract SC2 and being on the Northerly Right-of-Way Line of 2nd Avenue, thence with the Northerly Right-of-Way Line of said 2nd Avenue, North 89°13'22" West, 158.15 feet, to the beginning of a curve concave Northerly, with a radius of 1685.41 feet, a delta of 11°34'38", and a chord bearing and distance of North 83°26'03" West, 339.97 feet; thence continuing with said Northerly Right-of-Way Line of said 2nd Avenue, Westerly along said curve, an arc length of 340.55 feet, to the Point of Beginning.

Thence continuing with said Northerly Right-of-Way Line of said 2nd Avenue, Westerly along said curve, with a radius of 1685.41 feet, a delta of 00°37'47", a chord bearing and distance of North 77°19'51" West, 18.53 feet, and an arc length of 18.53 feet; thence departing said Northerly Right-of-Way Line of said 2nd Avenue, for with the following six (6) courses: North 57°36'27" East, 33.65 feet; North 07°48'32" East, 10.00 feet; South 82°11'28" East, 10.00 feet; South 07°48'32" West, 14.63 feet; South 57°36'27" West, 22.07 feet; South 12°49'58" West, 4.42 feet, to the Point of Beginning.

Containing 443.01 Square Feet or 0.01 Acres, more or less.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 07/17/24

Drawn By: BMJ

Approved By: PKI

Field: N/A

Sketch and Description Certified To:
MICHAEL K. PURDY CONSTRUCTION, INC.

-Notes-

- >Sketch is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Fence Ownership is NOT determined.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

-Legend-

C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pg	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-D-	- Wood Fence		

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
Patrick K. Ireland, PSM 6637, LB 7623
Date Signed: 07/17/24
This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-121134

Sketch of Description

Curve Table

Curve #	Radius	Delta	Arc	Chord Bearing	Chord
C1	1685.41'	11°34'38"	340.55'	N 83°26'03" W	339.97'
C2	1685.41'	00°37'47"	18.53'	N 77°19'51" W	18.53'

Line Table

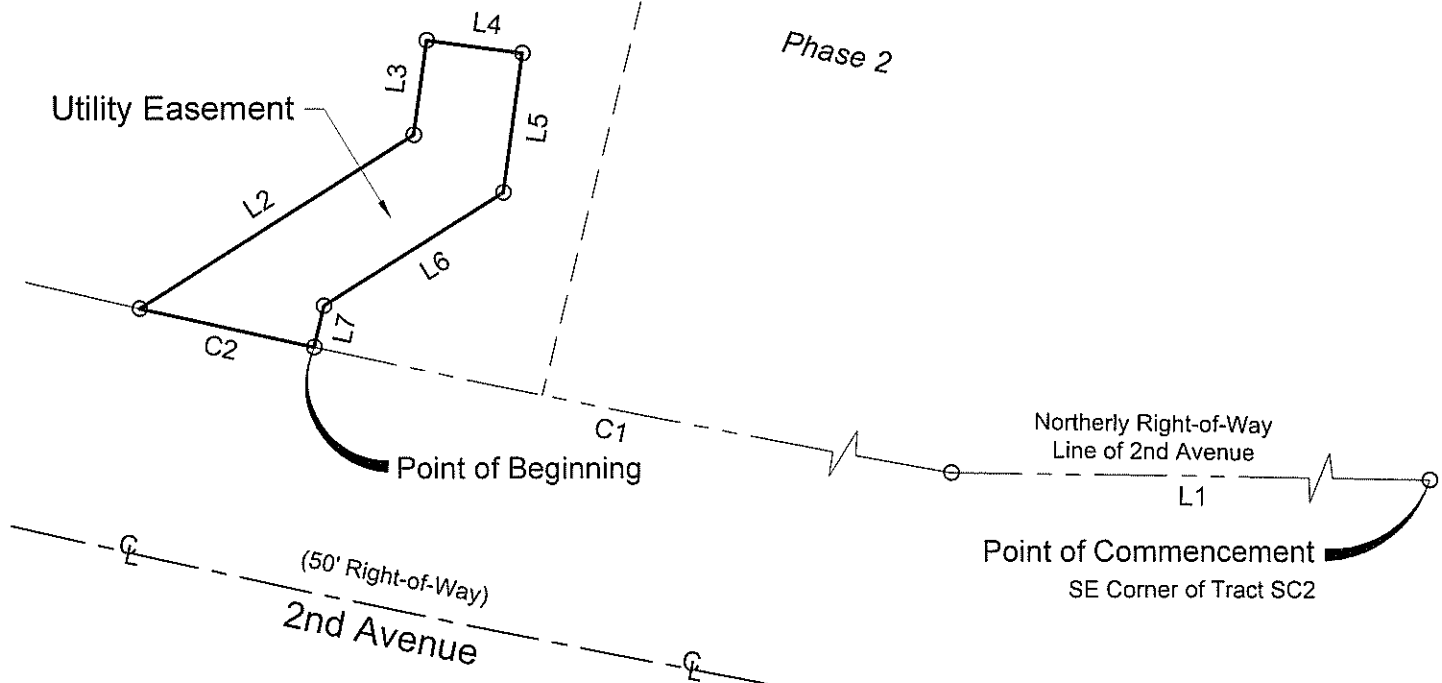
Line #	Bearing	Length
L1	N89°13'22"W	158.15'
L2	N57°36'27"E	33.65'
L3	N07°48'32"E	10.00'
L4	S82°11'28"E	10.00'
L5	S07°48'32"W	14.63'
L6	S57°36'27"W	22.07'
L7	S12°49'58"W	4.42'

Tract SC2
Ocoee Village Center
Plat Book 110, Pages 80-89

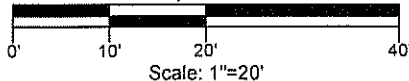
Phase 1

Phase 2

Utility Easement



Graphic Scale



Ireland & Associates
Surveying, Inc.

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

File No. IS-121134

This is NOT a Survey.This is ONLY a Description.

This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.

Bearings shown hereon are based on the Westerly Right-of-Way Line
of Lee Street, being South 00°54'30" West, an assumed bearing.





Meeting Date: October 15, 2024

Item #: 5

Contact Name: Jenetta Wilson
Contact Number: Ext. 1030

Department Director: Jenetta Wilson
City Manager: Craig Shadrix

Subject: Approval of Ratification of the Florida Police Benevolent Association Agreements with the City Regarding Article 16: Wages and Appendix B. (Human Resources/Risk Management Director Wilson)

Background Summary:

The Florida Police Benevolent Association, Inc. and the City have reached a tentative agreement on Article 16: Wages and Appendix B (Salary Scale). The agreement will allow the City to provide competitive wages and provide better recruitment opportunities. This agreement, which covers Officers, Corporals, and Sergeants, was ratified by the bargaining unit employees and must now be ratified by the City Commission to be effective. The contract provides for an industry-based competitive adjustment for the final year of this contract, whereby each member remains placed on a matrix based on time in grade and overall, to address compression and discrepancies within and among subgroups of members. Therefore, the wage increases vary percentage-wise. Unit members will receive their adjustment based on their years of service as outlined within the contract. Additionally, the starting wages for a Police Officer will increase to a competitive level with surrounding agencies that the City normally competes with for staffing.

Issue:

The City Commission is required to vote on whether to ratify the amendments made to the Collective Bargaining Agreement that was ratified by the police bargaining unit employees. The Commission is prohibited from amending any of the terms of the Collective Bargaining Agreement.

Recommendations:

It is the recommendation of staff that the Honorable Mayor and City Commissioners vote to ratify and approve the amended Collective Bargaining Agreement.

Attachments:

1. Sergeants Wage Article
2. Officers Wage Article

Financial Impacts:

These fiscal impacts are accounted for in the approved fiscal year 24/25 budget.

Type of Item: Consent

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF OCOEE

AND THE

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

THIS MEMORANDUM OF AGREEMENT is made and entered into on this ____ day of _____, 2024, by and between the Florida Police Benevolent Association, Inc., hereinafter called the "Association" and the City of Ocoee, hereinafter called "City."

WHEREAS, there are no opportunities in the current City of Ocoee Sergeants Collective Bargaining Agreement effective October 1, 2022, and terminating September 30, 2025; to reopen Article 16, Wages, until June of 2025 and;

WHEREAS, the City wishes to amend the amounts in Article 16 and Appendix B, and those changes were not negotiated in the Collective Bargaining Agreement which became effective on October 1, 2022, and;

NOW, THEREFORE, the parties agree as follows:

Effective upon ratification by both parties, the parties agree amend Article 16 and Appendix B, as attached.

RECOMMENDED FOR THE CITY

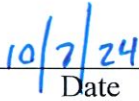
Craig Shadrix, City Manager

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



Matt Serrao
President
Central Florida Chapter
Florida Police Benevolent Association



Date

ARTICLE 16:

WAGES

T/A 
9-30-24


Section 16.1: Wage Implementation

Effective October 1, 2022, bargaining unit members will be adjusted based on the criteria outlined in Section 16.2 below to meet the Industry Based Competitive Scale as listed in Appendix B:

- Sergeants - \$65,750.10 to \$91,013.52

Effective October 1, 2023, bargaining unit members will be adjusted based on the criteria outlined in Section 16.2 below to meet the Industry Based Competitive Scale as listed in Appendix B:

- Sergeants - \$69,500.08 to \$96,204.42

Effective October 1, 2024, bargaining unit members will be adjusted based on the criteria outlined in Section 16.2 below to meet the Industry Based Competitive Scale as listed in Appendix B:

- Sergeants - ~~\$72,500.48~~ \$84,100.64 to ~~\$100,357.66~~ \$116,415.31

It is noted that the Industry Based Competitive Scale shall have a one-time increase of 1.00% and it shall be funded for the duration of this contract only (Fiscal Years 2022-2023, 2023-2024 and 2024-2025) in order to maintain the City's competitiveness in the retention of Police Sergeants.

Section 16.2: Slotting of Sergeants

1. Bargaining unit members will be slotted using the following method:

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a. When a bargaining unit member is promoted to the rank of Sergeant, the member's complete number of years as a sworn law enforcement member shall be calculated. This calculation will be known as "x."

b. The "x" calculation above shall then be divided by two (2) to determine the slot credit for previous City of Ocoee sworn law enforcement service time. This calculation will be known as "y."

c. For the slotting of bargaining unit members during the initial implementation, the product of "y" above shall be added to the bargaining unit member's time in grade as a Sergeant to determine the correct slot of the Sergeant in the Industry Based Competitive Scale.

Example – Officer J. Rockford is promoted to the rank of Sergeant and at the time of promotion, he has completed a full fifteen (15) years of service as a Police Officer and Corporal.

- i. Officer J. Rockford
 - a. Total Service Years (x) = 15
 - b. Divide "x" by 2 = 7 (y = 7 slots)
 - c. Add current Sergeant's years of service to "y" in order to determine an existing Sergeants slot during this implementation.
 - d. Current Sergeants will be slotted according to Appendix C, attached to this Agreement.

Section 16.3: Other Wages

1. Bargaining unit members receiving a longevity check shall continue to receive the longevity as currently calculated.

2. Bargaining unit members who are at or above the top of the pay range shall receive a one-time lump sum payment not added to base for any portion of the GWI increases that exceed the maximum of their pay ranges.

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9-30-2024
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Section 16.3: Shift Differential, Assignment and Incentive Pays

1. Shift Differential for Patrol Division Evening and Night shift shall be \$1,600 per year.

Specialty Unit Personnel

2. Detective Incentive shall be \$2,800 for undercover and \$2,300 for other Detectives, per year for bargaining unit members assigned as Detectives and their unit supervisors.

3. K-9 Officers shall receive \$2,400 assignment pay, to include "dog days."

4. SRO, Community Affairs Officers, Training Officers, Traffic and Motor Officers, and their immediate Sergeant supervisors shall receive a unit assignment pay of \$1,500 per year. All shift differential, incentive and assignment pays shall be computed to an hourly rate of pay and calculated into the member's base salary.

5. Field Training Sergeants shall receive \$2.50 per hour when training newly promoted Sergeants.

6. Officers fluent in speaking Creole, Spanish, Portuguese, and translating Sign Language shall receive an additional \$550 per year. If the bargaining unit member is a certified translator (from the Court Interpreters Program from the State of Florida), they shall receive an additional \$450 per year. Check shall be separate from normal payroll check. Once a member becomes certified and upon submission of certification to the City, the City shall reimburse the member for 50% of the cost of the examination and recertification fees.

1/19-30-2024
H
JLL

7. If a bargaining unit member is acting in the capacity of a Watch Commander in Uniform Patrol for more than 50% of their shift or acting in the capacity of a Lieutenant in a Specialty Unit, then the bargaining unit member shall be paid at the rate of \$20 per shift which will be added to the member's pensionable salary.

a. Watch Commander – A "Watch Commander" holds the rank of Lieutenant.

1. If a Lieutenant is unavailable to command their assignment, the Lieutenant or their supervisor shall provide written documentation, unless exigent circumstances exist, to the Sergeants and/or Corporals who will be the acting Watch Commander of the shift during their absence.

2. If a Patrol Lieutenant fails to designate a Watch Commander, it shall default to the Sergeant on-duty assigned to the Night Shift (1800-0600) Patrol. If there is not a Night Shift Sergeant on-duty, it shall default to the Sergeant on-duty assigned to the Evening Shift Patrol. At no time will a Corporal be designated if a Sergeant is working. If there is no Night or Evening Shift Sergeant on-duty, the Patrol Lieutenant shall designate an on-duty Corporal as acting Watch Commander.

3. The City shall hold the Watch Commander or acting Watch Commander accountable for their actions or inactions.

Completed Years in Rank as of October 1st, 2024

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Hourly	40.4330	41.6460	42.8954	44.1823	45.5078	46.873	48.2792	49.7276	51.2194	52.756
Sergeant	\$ 84,100.64	\$ 86,623.68	\$ 89,222.43	\$ 91,899.18	\$ 94,656.22	\$ 97,495.84	\$ 100,420.74	\$ 103,433.41	\$ 106,536.35	\$ 109,732.48
Position	10 Years	11 Years								
Hourly	54.3387	55.9689								
Sergeant	\$ 113,024.50	\$ 116,415.31								

TIA R
9-30-2024
KWL

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF OCOEE
AND THE
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

THIS MEMORANDUM OF AGREEMENT is made and entered into on this _____ day of _____, 2024, by and between the Florida Police Benevolent Association, Inc., hereinafter called the "Association" and the City of Ocoee, hereinafter called "City."

WHEREAS, there are no opportunities in the current City of Ocoee Officers and Corporals Collective Bargaining Agreement effective October 1, 2022, and terminating September 30, 2025; to reopen Article 16, Wages, until June of 2025 and;

WHEREAS, the City wishes to amend the amounts in Article 16 and Appendix B, and those changes were not negotiated in the Collective Bargaining Agreement which became effective on October 1, 2022, and;

NOW, THEREFORE, the parties agree as follows:

Effective upon ratification by both parties, the parties agree amend Article 16 and Appendix B, as attached.

RECOMMENDED FOR THE CITY

Craig Shadrix, City Manager

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



Matt Serrao
President
Central Florida Chapter
Florida Police Benevolent Association

10/7/24

Date

AMENDED ARTICLE 16:

WAGES

T/4
9/30/24
TA
B

Section 16.1: Wage Implementation

Effective October 1, 2022, bargaining unit members will be adjusted based on their completed years of service to meet the Industry Based Competitive Scale as listed in Appendix B:

- Officers - \$47,000.00 to \$73,224.47
- Corporals - \$49,080.00 to \$75,304.47 (Inclusive of the \$1 per hour in the Corporals article).

Effective October 1, 2023, bargaining unit members will be adjusted based on their completed years of service to meet the Industry Based Competitive Scale as listed in Appendix B:

- Officers - \$50,000.00 to \$77,898.37
- Corporals - \$52,080.00 to \$79,978.37 (Inclusive of the \$1 per hour in the Corporals article).

Effective October 1, 2024, bargaining unit members will be adjusted based on their completed years of service to meet the Industry Based Competitive Scale as listed in Appendix B:

- Officers - ~~\$52,000.00~~ \$63,993.49 to ~~\$81,014.31~~ \$93,976.90
- Corporals - ~~\$54,080.00~~ \$66,073.49 to ~~\$83,094.31~~ \$96,056.90 (Inclusive of the \$1 per hour in the Corporals article).

It is noted that the Industry Based Competitive Scale shall have a one-time increase of 0.8% and it shall be funded for the duration of this contract only (Fiscal Years 2022-2023, 2023-2024 and 2024-2025) in order to maintain the City's competitiveness in the

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recruitment and retention of Police Officers.

The parties agree that the City may increase the starting pay for experienced police officers (from an agency that has a sworn size of 70% of Ocoee PD budgeted FTEs). The City may award one year of service with the City of Ocoee in the Industry Based Competitive Scale for each three (3) complete years of service of previous experience. The parties agree that a maximum of three (3) years of service may be awarded for previous service. The parties agree that these members will continue to advance in the Industry Based Competitive Scale through the duration of this Agreement.

Example – A member is hired with six (6) years of previous experience and the City awards the members two years of completed service in the Industry Based Competitive Scale. The member now completes one (1) year of service with the City and the member will be recognized as having completed three (3) years of service for the purpose of the Industry Based Competitive Scale.

The following employees shall be adjusted according to the schedule below effective upon both parties signature of this agreement:

Employee and Step Movement	October 1, 2024
1. City Employee Number 977 – Moves to Step 13	Step 14
2. City Employee Number 1280 – Moves to Step 7	Step 8
3. City Employee Number 1474 – Moves to Step 4	Step 5

Section 16.2: Other Wages

1. Bargaining unit members receiving a longevity check shall continue to receive the longevity as currently calculated.
2. Bargaining unit members who are at or above the top of the pay range shall receive an annual lump sum payment of 2% which will not be added to their base salary.

Section 16.3: Shift Differential, Assignment and Incentive Pays

TA / *[Signature]*
9/30/24
TMA
[Signature]

1. Shift Differential for Patrol Division Evening and Night shift shall be \$1,600 per year.

Specialty Unit Personnel

2. Detective Incentive shall be \$2,800 for undercover and \$2,300 for other Detectives, per year for bargaining unit members assigned as Detectives and their unit supervisors.

3. K-9 Officers shall receive \$2,400 assignment pay, to include "dog days."

4. SRO, Community Affairs Officers, Training Officers, Traffic and Motor Officers, and their immediate Sergeant supervisors shall receive a unit assignment pay of \$1,500 per year. All shift differential, incentive and assignment pays shall be computed to an hourly rate of pay and calculated into the member's base salary.

5. FTOs shall receive \$2.50 per hour when training new employees.

6. Officers fluent in speaking Creole, Spanish, Portuguese, and translating Sign Language shall receive an additional \$550 per year. If the bargaining unit member is a certified translator (from the Court Interpreters Program from the State of Florida), they shall receive an additional \$450 per year. Check shall be separate from normal payroll check. Once a member become certified and upon submission of certification to the City, the City shall reimburse the member for 50% of the cost of the examination and recertification fees.

7. If a bargaining unit member is acting in the capacity of a Watch Commander in Uniform Patrol for more than 50% of their shift or acting in the capacity of a Lieutenant in a Specialty Unit, then the bargaining unit member shall be paid at the rate of \$20 per shift which will be calculated into the member's base salary.

Completed Years in Rank as of October 1st, 2024										
Position			Base to 2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Officer	29	29.87	30.7661	31.6891	32.6398	33.619	34.6276	35.6664	36.7364	37.8385
	\$ 60,320.00	\$ 62,129.60	\$ 63,993.49	\$ 65,913.33	\$ 67,890.78	\$ 69,927.52	\$ 72,025.41	\$ 74,186.11	\$ 76,411.71	\$ 78,704.08
Position	10 Years	11 Years	12 Years	13 Years	14 Years	15+ Years				
Officer	38.9737	40.1429	41.3472	42.5876	43.8652	45.1812				
	\$ 81,065.30	\$ 83,497.23	\$ 86,002.18	\$ 88,582.21	\$ 91,239.62	\$ 93,976.90				

T/A 
 9-30-2024




Meeting Date: October 15, 2024

Item #: 6

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of School Resource Officer Agreement with Orange County Public Schools for 2024/2025 School Year. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department provides to Orange County Public Schools a total of nine officers and one supervisor: five School Resource Officers for five elementary schools, two School Resource Officers for one middle school, and two School Resource Officers for one high school, all of which are located within the City of Ocoee. An agreement between the City and the School Board of Orange County is required in order for the Police Department to delineate officers' responsibilities and for the City to be reimbursed by the School Board of Orange County for a portion of the officers and a supervisor's salaries. The Police Department, in consultation with the City Attorney's Office, is requesting to enter into a one-year agreement covering the 2024/2025 school years. The agreement will commit the School Board of Orange County to pay for reimbursement of \$72,000.00 for one supervisor and \$72,000.00 per School Resource Officer for the 2024/2025 school year.

Issue:

Should the Honorable Mayor and City Commissioners approve the one-year agreement with the School Board of Orange County, which reimburses the City of Ocoee Police Department for providing School Resource Officers to the public schools in the City of Ocoee?

Recommendations:

It is recommended that the Honorable Mayor and City Commissioners approve the one-year agreement with the School Board of Orange County, which reimburses the City of Ocoee Police Department for providing School Resource Officers and one supervisor for the public schools located in the City of Ocoee.

Attachments:

1. SRO Agreement

Financial Impacts:

The agreement reimburses the City a total of \$720,000.00 for providing nine officers and one supervisor to staff the public schools located within the City of Ocoee for the 2024/2025 school year.

Type of Item: Consent

AGREEMENT

Between

The School Board of Orange County, Florida

And

City of Ocoee

For

The School Resource Officer Program

This agreement is entered into this ____ day of _____, 2024 between the School Board of Orange County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, hereinafter referred to as “SBOC” and the City of Ocoee, hereinafter referred to as the “Law Enforcement Agency” or “the Agency.” Collectively referred to as the “Parties.”

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled “Safe-School officers at each public school,” requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the Florida Legislature further amended the laws relating to school safety through the Implementation of Legislative Recommendations of the Marjory Stoneman Douglas High School Public Safety Commission, which was signed by the Governor on May 8, 2019 and went into effect on October 1, 2019.

WHEREAS, SBOC has elected to comply with Section 1006.12, Florida Statutes, with a School Resource Officer program as defined in Section 1006.12(1), Florida Statutes.

WHEREAS, SBOC has identified those schools within each agency’s jurisdiction that requires the assignment of an SRO in order to comply with Section 1006.12, Florida Statutes.

WITNESSETH NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and SBOC agree as follows:

DEFINITIONS

A. OCPS District Police- Orange County Public Schools District Police Department.

- B. School Resource Officers (SROs) - Sworn law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12(1), Florida Statutes.
- C. TDY Officers (non-SROs) - Sworn law enforcement officers, employed by a law enforcement agency or working in an off-duty capacity, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.
- D. School Safety Officers (SSO) - Sworn Law Enforcement Officers employed by SBOC.
- E. School Year - The ten (10) month, regular school year, consisting of 1441 hours worked.
- F. Summer School - The period of time at the end of the regular school year where certain identified schools are open for students to receive additional instruction.
- G. School Based Enrichment Camps – Camps put on by SBOC at certain schools during periods of school closure to offer students additional instruction.

SCOPE OF SERVICES

The Law Enforcement Agency shall make all reasonable efforts to assign one or more SROs or non-SROs at each school within its jurisdiction as identified in “**Exhibit A.**”

- A. Any requests for additional SRO services during the term of this Agreement and during regular school hours by any SBOC school shall be further negotiated through OCPS’ District Police and the Law Enforcement Agency. Any changes to the staffing levels contained in this Agreement shall be in writing and signed by both parties.
- B. If during the term of this agreement either party determines that staffing levels need to be adjusted for any reason including but not limited to an increase in a school’s population or additions to the number of schools covered by the Agency, such requests will be made in writing to the other party for consideration of temporary or permanent staffing adjustments. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- C. SBOC shall provide notice to the Law Enforcement Agency for the jurisdiction where the school is located, at least two (2) years prior to the commencement of any new school construction or conversion or the elimination of any school within the Agency's jurisdiction, to discuss and negotiate the need for changes to the Law Enforcement Agency's staffing levels at the subject school. Both parties acknowledge that the budgetary cycle for the Law Enforcement Agency requires sufficient lead time to properly budget for, select, train and equip law enforcement officers. Notwithstanding the foregoing, SBOC

shall provide the Law Enforcement Agency with SBOC's adopted five (5) year Capital Improvement Plan ("5 Year CIP") on a yearly basis, no later than October 1 of each year. SBOC shall also promptly provide the Law Enforcement Agency any amendments to the 5 Year CIP adopted by SBOC.

- D. Each SRO and non-SRO work year will follow the schedule established by OCPS for 10-month teachers.
- E. If SBOC schedules summer school or school based enrichment camps during 2024-2025, the Law Enforcement Agency shall make all reasonable efforts to assign one or more SROs or non-SROs at each school located within its jurisdiction and listed on "Exhibit A". SBOC shall provide the Law Enforcement Agency a list of schools scheduled to host Summer School or each school-based enrichment camp as soon as reasonably practicable but no later than forty-five (45) days prior to the beginning of the school-based enrichment camp or the end of the regular school year. The list will include the school's address, the number of SROs requested for each location, the specific dates and times that the services are needed and the number of students expected to attend at each location.

The Agency shall provide written notice within fifteen (15) days of the disclosure of the summer school and school based enrichment camp list if the Agency cannot provide staffing for these programs.

- F. During summer school, if there are any schools or school-based enrichment camps with less than fifty (50) students enrolled, the Agency will provide a TDY officer. SBOC agrees to reimburse the Agency at a rate of \$55.00 per hour for providing services. Any summer school program staffed by an SRO shall be billed for a period of no less than eight (8) hours.
- G. In the event that the Agency provides staffing for a school-based enrichment camp or Summer School, the Agency will provide SBOC an invoice after the conclusion of the school based enrichment camp and at the end of Summer School providing the same level of detail as those invoices provided during the regular school year. SBOC shall remit payment to the agency within forty-five (45) days from receipt.
- H. The SROs or non-SROs, shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.
- I. The Law Enforcement Agency will make reasonable efforts to provide additional SRO or non-SRO services at the request of the OCPS District Police. All such requests will be

reviewed and approved by the Law Enforcement Agency based upon staffing availability and internal agency policy.

- J. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the school administration and OCPS District Police in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or Non-SROs who are absent from campus in a timely manner. If the Agency Staffs two SROs at a particular school, but one is temporarily absent, a relief SRO may or may not be provided depending on the staffing needs of the Law Enforcement Agency. Notwithstanding the foregoing, the Agency shall ensure at least one officer is assigned to be on campus every school day.
- K. OCPS District Police and the Law Enforcement Agency will coordinate all safety protocols required by statute and Florida Administrative Code in a mutually agreeable manner.
- L. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.
- M. The parties agree that representatives of the OCPS District Police and Agency management will hold a pre-school year planning meeting and if deemed necessary by the Parties a post school year debriefing meeting to address operational issues and concerns.

RATE

The rates described below apply to the 2024-2025 school year:

- A. SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$72,000.00 per full-time SRO for the 10-month school year at schools identified in “**Exhibit A**” for the 2024-2025 school year.
- B. SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$55.00 an hour (\$79,255.00 per regular school year for 1441 hours) for each non-SRO officer or off-duty officer assigned to SRO duties or covering SRO duties temporarily, for the 10-month school year at schools identified in “**Exhibit A**,”
- C. In the event the Law Enforcement Agency assigns a full time SRO to a school previously serviced by a non-SRO officer, the Law Enforcement Agency shall immediately notify SBOC and the following change will be made:
 - 1. SBOC will reimburse the Agency for the new SRO at the rate of \$72,000.00 for the 2024-2025 school year.

- D. Rates for Summer School and school based enrichment camps will be on a pro rata basis of the 10 month rate for SROs. Should the Agency have to utilize non-SROs to provide adequate coverage at a school listed in “Exhibit A”, SBOC will reimburse the Agency at a rate of \$55.00 per hour for non-SROs providing services.
- E. SBOC will reimburse the Law Enforcement Agency at a rate of \$72,000.00 for supervisors in the 2024-2025 school year. Supervisors include, but are not limited to, sergeants and corporals, or others in similar positions assigned whose primary responsibility is to provide direct supervision of the sworn law enforcement officers or SROs providing services hereunder. If the Law Enforcement Agency has a designated supervisor for School Resource Officers who have additional duties, the supervisor will be paid on the following pro rata rate:
1. If the SRO Sergeant or SRO Corporal or other in similar position supervises 1 to 2 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$18,000.00 for supervision costs in the 2024-2025 school year for supervision costs.
 2. If the SRO Sergeant or SRO Corporal or other in similar position supervises 3 to 4 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$36,000.00 for supervision costs in the 2024-2025 school year for supervision costs.
 3. If the SRO sergeant or SRO Corporal or other in similar position supervises 5 to 7 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$54,000.00 for supervision costs in the 2024-2025 school year for supervision costs.
 4. If the SRO sergeant or SRO Corporal or other in similar position supervises 8 or more SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$72,000.00 for supervision costs in the 2024-2025 school year for supervision costs.

A list of said positions shall be attached hereto as “**Exhibit B.**”

- F. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in “Scope of Services.” Law enforcement personnel needed for extracurricular activities involving students, staff, or SBOC facilities shall be available through the Agency's “Off Duty Services” program. This Agreement does not guarantee the availability of off-duty officers.
- G. If SBOC receives monies for the “Guardian Program” as established in the Marjory Stoneman Douglas High School Public Safety Act SBOC will notify the Law Enforcement Agency of this new money.
- H. Provided the Law Enforcement Agency is not in material violation of any of the terms of this Agreement, payment shall be made in two installments (one half of each school year rate) with payments due on or before January 31, 2025, June 30, 2025. If SBOC believes

that the Law Enforcement Agency is in violation of the terms of this Agreement, SBOC shall deliver written notice to the head of the Law Enforcement Agency of the violation(s) and allow the Law Enforcement Agency thirty (30) days to correct any violation. If SBOC does not provide written notice of the violation and provide the Law Enforcement Agency the opportunity to correct said violation(s), SBOC shall not withhold payment. Additionally, if SBOC provides written notice of a violation and the Law Enforcement Agency corrects the violation(s) within the thirty (30) days, SBOC shall not withhold payment. The Law Enforcement Agency will deliver an invoice to SBOC at least forty-five (45) days prior to the agreed upon payment date.

- I. The Law Enforcement Agency shall submit invoices that reference valid SBOC Purchase Order numbers on all requests for payment. Any invoice submitted as a result of this Agreement shall be submitted in an Excel formatted spreadsheet itemized to identify the SRO, assigned school and dates of services provided. Non-SRO services shall be billed on a separate Excel spreadsheet itemized to identify the non-SRO, assigned school, dates of service and hours on duty. Lump Sum invoices shall not be submitted and will not be accepted for multiple line Purchase Orders.
- J. The Parties recognize that providing law enforcement services to certain extra-curricular school events is a community safety priority. Subject to restrictions found in the applicable collective bargaining agreement (s) regarding detail rates and staffing availability of the Law Enforcement Agency, the Parties will work together to ensure adequate staffing from the Agency during these events. This Agreement does not guarantee the availability of officers to cover these events.

OPTIONAL SERVICES

An SRO or non-SRO's main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

- A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches shall be an approved program or be submitted to the OCPS District Police for approval.
- B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.
- C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.

- D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.
- E. The assigned SROs and non-SROs will be on the premises of the school as a uniformed presence while the OCPS District Police conduct their weapons screening program. The weapons screening is solely the responsibility of SBOC and the SROs and non-SROs will not participate in screening or searching any student, SBOC employee, or any other person as part of SBOC's screening program, unless the officer can articulate reasonable suspicion that the person is armed justifying a pat down or probable cause to search based upon the belief weapons or contraband are illegally possessed. Where staffing levels permit temporary re-assignment of SROs from other schools is permissible. OCPS must provide a minimum of two (2) business days' notice to the Law Enforcement Agency management staff.
- F. If the Law Enforcement Agency cannot temporarily re-assign an SRO or non-SRO to another school for the weapons screening program, SBOC will decide if they want to operate the weapons screening with just the assigned SRO or if they want to request an off-duty officer to be present. This agreement does not guarantee the availability of off-duty officers.
- G. Upon receiving a records request from SBOC and as permitted by law and agency policy, any reports or documentation created in the course of a criminal investigation may be forwarded to the OCPS District Police for appropriate action and dissemination to the affected school as necessary.
- H. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

COOPERATION BETWEEN PARTIES

- A. At the request of the Chief-District Police, the Law Enforcement Agency will submit an individual or combined agency SRO activity log to OCPS District Police by the 15th day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on SBOC-owned property taken by the SRO or other law enforcement officer while school is in session, or other security related functions carried out by the SRO(s).
- B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school,

criminal gang activities, and other issues that could affect the safety of the school environment with the OCPS District Police.

- C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs activities on SBOC campuses will be coordinated with the Chief-District Police.
- D. Within the first thirty (30) days of school, SRO supervisors will meet with school principals to discuss expectations and cultivate a working relationship. Parties agree this meeting may be conducted in person or virtually.
- E. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by SBOC shall be subject to student privacy laws.
- F. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on: school campus, school transportation or involving current or past students which a reasonable person would believe to be criminal activity or which constitutes a potential threat. Said notification shall be made immediately if there is a reasonable concern for the immediate safety of students or personnel, or on the next business day if there is no immediate threat.
- G. Behavior that could be defined as a "petty act of misconduct," shall be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. The Parties also agree that they will continue to comply with the Collaborative Agreement on School Discipline. If the parties agree that the offense should be handled by the school, the offense will be handled by SBOC. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.
- H. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the Law Enforcement Agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities
- I. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The

Parties shall cooperate in informing the student's parents in the event the student is being transported to another location.

- J. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. SBOC personnel shall cooperate with those efforts.
- K. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.
- L. If an SRO becomes aware of any safety and security concerns, the SRO will bring it to the attention of the principal or designee as soon as practicable.
- M. The Law Enforcement Agency will notify the Chief District Police or their designee within twenty-four (24) hours whenever an SRO is dismissed for misconduct, otherwise disciplined, or discharges their firearm in the exercise of the SROs duties other than for training. For purposes of this paragraph, "otherwise disciplined" means: there was a sustained finding of misconduct by the agency which the agency will be reporting to the Criminal Justice Standards and Training Commission.
- N. The decision to designate a particular law enforcement officer as a School Resource Officer or the decision to temporarily fill an empty School Resource Officer position with a particular law enforcement officer is solely in the discretion of the Chief of Police or their designee. While the Law Enforcement Agency will engage in communication with the Chief-District Police when the Chief-District Police raises objections to a particular person being assigned to an SRO position, the staffing decision ultimately rests with the Chief of Police or their designee.
- O. The Law Enforcement Agency agrees to notify the Chief-District Police, or designee, within twenty-four (24) hours once the Agency becomes aware that an SRO has been arrested or whenever an SRO has been newly assigned, transferred, or removed from their school assignment. If an SRO is reassigned they are required to immediately, but no later than forty-eight (48) hours after the reassignment, return proximity cards and school keys.
- P. The agency shall provide the Chief-District Police, or designee with a roster which includes the proximity card identification number and the officer assigned to each card.
- Q. The Law Enforcement Agency shall notify the Chief-District Police, or designee within twenty-four (24) hours once the Agency becomes aware that a proximity card has been lost or stolen.

- R. Proximity Cards issued to non-SROs shall only be used to participate in scheduled OCPS Active Assailant drills, to respond to critical incidents and in progress criminal activity, or when acting as the SRO.
- S. The Law Enforcement Agency agrees to have in place a social media policy for their agency which their SROs will be required to follow.
- T. The Agency will promptly respond to SBOC requests for records to assist SBOC with audit requests

SRO TRAINING

- A. The Agency will assign statutorily qualified individuals to the role of SRO. SBOC will pay for the SRO Basic, Intermediate, and Advanced Certification as funding permits. SBOC will not reimburse for CPTED training.
- B. The Law Enforcement Agency agrees to have all SROs complete mental health crisis intervention training ("CIT") as soon as practical within one year of taking an SRO assignment in compliance with Section 1006.12 (1), Florida Statutes.
- C. The Agency will maintain all records related to SRO training.
- D. SBOC shall offer youth mental health awareness and assistance training and will make it available to all SROs and any Law Enforcement Officer who trains SROs.
- E. SBOC shall offer training to all SROs assigned to Special Day Schools or Schools with Exceptional Student Education ("ESE") separate class settings. The parties will strongly encourage attendance by all SROs and Law Enforcement Officers who train SROs.
- F. The Law Enforcement Agency is encouraged to collaborate with the OCPS District Police to select or develop an SRO training curriculum that supports the SBOC's objective of maintaining a positive climate and safe environment in schools.
- G. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the School Based Threat Management Team at each school listed in "Exhibit A." The SRO shall complete the Florida Model training pursuant to Florida Administrative Code 6A-1.0019 within sixty (60) days of their assignment to the SRO program. Additionally, pursuant to Florida Administrative Code 6A-1.0019 all SROs and SRO supervisors will take the annual refresher training within the first sixty (60) days of school.
- H. The parties agree threat management meetings may be conducted virtually, through internet/video links if needed to ensure the efficiency of the process. In the event the SRO assigned to the School-Based Threat Management Team is absent or unavailable, a threat management trained law enforcement officer must fulfill the requirement for attendance at the meeting either in person or virtually.

TERM AND TERMINATION

- A. The agreement shall commence on July 1, 2024, and will terminate on June 30, 2025. The Agreement may be renewed at the end of the contract term for one (1) additional two (2) year period.
- B. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a thirty (30) day opportunity to cure any material default.
- C. Neither party may assign this Agreement. However, the Law Enforcement Agency may utilize other agencies to staff non-SRO positions provided that the Law Enforcement Agency has a valid mutual aid agreement with the other agency that allows for such cooperation.
- D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
- F. All concerns and conflicts regarding SROs and SBOC schools will be administered through the Chief - District Police and the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.
- G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of SBOC. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
- H. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2025 in preparation for the 2025-2026 school year, with the intent of having a finalized agreement on or about July 1, 2025. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.
- I. In the event SBOC enters into an agreement with another law enforcement agency, which contains terms more favorable to either party than those contained in this Agreement, the parties hereto agree to amend this Agreement to mirror all terms contained in the more favorable agreement.

MISCELLANEOUS TERMS

- A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.
- B. SBOC and the Law Enforcement Agency shall mutually agree on a location at each school where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.
- C. SBOC will provide work space for use by SROs or non-SROs in each assigned school. The space shall be secure and climate controlled. The SRO(s) must be the sole occupant to maintain CJIS security protocols.
- D. All body-worn camera recordings captured by the Agency's SROs within the school remain the property and work product of the law enforcement agency. Any requests made to the School Board by a third party for copies of video recordings shall be referred to the Agency's Records Division for handling in accordance with Florida law. The Agency and SBOC further agree that if equipped with the use of a body-worn camera, then the camera operation is part of the SRO's uniform. It is the intention of this Agreement that within the school setting, the body-worn cameras will only be used when taking law enforcement action, or as otherwise authorized by the Agency's policy.
- E. Pursuant to Section 1006.07(4)(a), Florida Statutes, Law enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the district's safety specialist, must be physically present on campus and directly involved in the execution of active assailant emergency drills. SBOC must notify law enforcement officers at least twenty-four (24) hours before conducting an active assailant emergency drill at which such law enforcement officers are expected to attend.
- F. To the extent Services provided hereunder pertain to the access of student information, the Law Enforcement Agency shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records.
- G. Nothing in this Agreement shall be deemed to affect the rights, privileges or constitute a waiver, or limitation, of the parties' sovereign immunity protection and limitations of liability pursuant to section 768.28, Florida Statutes.

- H. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at schools within its jurisdiction.
- I. SBOC will, in compliance with Section 1006.07(4)(b)4c, Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. Upon request, SBOC will advise the Agency of the testing schedule and shall make reasonable efforts to correct any deficiencies. Additionally, each school will provide access to a school radio to the SRO.
- J. SBOC will provide the Agency with the radio frequencies utilized by SBOC, and provide assistance to permit law enforcement to monitor those frequencies in an emergency.
- K. In an emergency, SBOC will make all reasonable efforts to provide the Agency with sufficient physical access to each school facility so the responding agency will have the ability to access the school.
- L. All parties to this agreement will comply with all applicable state and federal laws.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

CITY OF OCOEE

THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA

BY: _____

BY: _____
Teresa Jacobs, Chair

BY: _____
City Clerk

BY: _____
Maria F. Vazquez, Ed. D. Superintendent

Approved as to Form and Legality

This document has been reviewed by the
Office of the General Counsel on behalf of
The School Board of Orange County, Florida
of its exclusive use and reliance, this ____ day
of _____, 2024.

BY: _____
Counsel

Date: _____, 2024

BY: _____
Keshara D. Cowans, Staff Attorney

CITY OF OCOEE SIGNATURE PAGE
School Resource Officer Program
2024-2025 School Year

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

_____, _____
UNDER AGENDA ITEM NO. _____

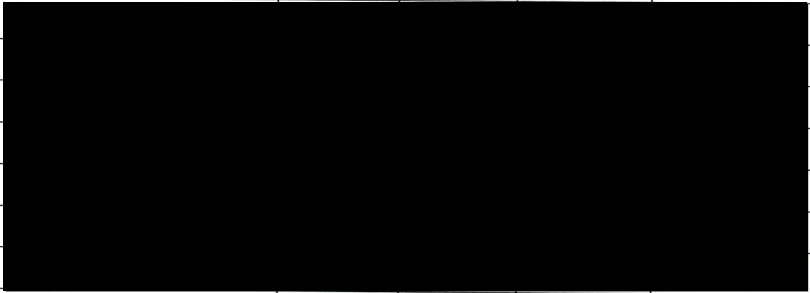
FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20__.

FISHBACK DOMINICK

By: _____
Richard Gellar, City Attorney

Exhibit "A"

Ocoee Police Department
2024-2025 School Year
Reimbursement for School Resource Officers

	School	School #	Level	# of Officers	Amount NTE*
1					
2					
3					
4					
5					
6					
7					
	Total		7	9	648,000.00

	
Total No. of Schools	
7	

Exhibit "B"

Ocoee Police Department
2024-2025 School Year
Reimbursement for School Resource Officer Supervisors

Ocoee Police Department		
"Exhibit B"		
2024-2025 School Year		
	Supervisors	Amount
1	Supervisor	\$72,000.00
TOTAL		\$72,000.00



STAFF REPORT

Meeting Date: October 15, 2024

Item #: 7

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Master Services Agreement with Panasonic Corporation of North America. (Police Chief Ogburn)

Background Summary:

The Police Department intends to purchase ruggedized laptops through Panasonic as approved in the 2024-2025 budget. In order to complete the purchase, Panasonic requires approval of their Master Services Agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the Master Services Agreement between the City and the Panasonic Corporation of North America?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Master Services Agreement between the City and the Panasonic Corporation of North America.

Attachments:

1. Certificate of Incumbency and Authority
2. Master Services Agreement
3. Schedule-001

Financial Impacts:

Funding for the purchasing of ruggedized laptops was approved in the 2024-2025 budget. There are no additional financial impacts.

Type of Item: Consent

Certificate of Incumbency and Authority

Company: City of Ocoee
Company's full legal name as specified in its organizational documents.

Company Form: Municipality
Form of Company's organization.

Company Jurisdiction: Florida
State or other jurisdiction of Company's organization.

Authorized Signers:

<i>Name</i>	<i>Title</i>	<i>Signature</i>	<i>Email</i>
<i>The maker of this certificate <u>must not</u> be one of these authorized signers.</i>		<i>ail addresses must be specified below and a separate electronic signatures agreement must be executed if electronic signatures are to be permitted.</i>	
_____	_____	_____	_____@_____
_____	_____	_____	_____@_____
_____	_____	_____	_____@_____

I certify:

- I hold the position of authority with the Company indicated by my signature below. I am authorized to communicate and act for the Company, including through the email addresses specified below by my name or through which I make or communicate this certificate. I have access to the Company's books and records. I am authorized to make this certificate. The Company is organized in the form and under the laws of the jurisdiction indicated above.
- Each Authorized Signer holds the office or other position of authority or representative capacity with the Company indicated above. Each Authorized Signer's exemplar signature is genuine. Each Authorized Signer's email address is an email address through which the Authorized Signer may communicate and act for the Company.
- Each Authorized Signer is authorized to act from time to time for the Company in making, communicating, and performing agreements, master agreements, documents, and instruments ("**Documents**") relating to the purchase, sale, assignment, lease, financing, pledge, provision, or procurement of or otherwise dealing with goods, services, property, rights, and interests (including agreements, documents, and instruments dealing with other agreements, documents, and instruments).
- This certificate is made for persons to whom this certificate or any Documents are made or communicated with or without notice to the Company, including any account holders through whose DocuSign or other e-signature accounts this certificate or any Documents are made or communicated, and including any other persons who are parties to or otherwise to benefit from Company's making, communicating, or performing any Documents, and all such persons' successors, assigns, affiliates, principals, agents, predecessors-in-interest, and all other persons related to or authorized by any such persons, parties, or beneficiaries. Any act previously or hereinafter taken by an Authorized Signer for the Company is the act of the Company and not restricted by the Company's organizational documents or internal regulations.
- Each authorization described in this certificate may only be modified or discontinued by written notice to the persons to whom this certificate is delivered, at their main offices, but no such notice, modification, or discontinuance will affect any existing agreements, documents, instruments, instructions, notices, or any previously taken or undertaken performance, obligations, liabilities, or undertakings.

This certificate is dated and made on _____.

Certifier's Signature: _____

Certifier's Name: _____

Certifier's Title with the Company: _____

Public

Master Services Agreement
dated October 9, 2024 (“Agreement”)
(Toughbook-as-a-Service)

Customer: City of Ocoee	Provider: Panasonic Corporation of North America, acting through its Panasonic Connect North America division
Customer’s Initial Address for Notices: 1 N. Bluford Avenue Ocoee, FL 34761	Provider’s Initial Address for Notices: Two Riverfront Plaza, 6th Floor Newark, New Jersey 07102-5490
Customer’s Form of Organization: A Florida Municipality	Provider’s Form of Organization: A Delaware corporation

1. Services. This Agreement applies to schedules (each, a “**Schedule**”) from time to time entered into with reference to (and thereby incorporating) this Agreement. Provider will provide Customer the following services subject to the terms and conditions thereof and hereof (“**Services**”) in respect of the hardware, software, services, licenses, and other products identified in the Schedule (together with any attachments, alterations, or additions thereto, whether or not required or permitted to be made hereunder, “**Products**”):

- (a) Provider will ship Products that are equipment (“**Equipment**”) to the Delivery Location specified in the applicable Schedule, and provide Customer the right to possess and use the Equipment from delivery thereof to the end of the Service Term;
- (b) Provider will provide any operating systems or other identified software (“**Provided Software**”), and activation thereof, and the paid-up license or other rights to use the Provided Software on the terms thereof and hereof from delivery thereof to the end of the Service Term;
- (c) Provider will provide the Products (other than Equipment and Provided Software) that are to be provided during the portion of the Service Term preceding the Acceptance Date (“**Pre-Acceptance Services**”), including, if and as applicable, any identified installation, deployment, imaging, and other services;
- (d) Provider will provide the Products (other than Equipment and Provided Software) that are to be provided during the portion of the Service Term commencing with the Acceptance Date (“**Post-Acceptance Services**”), including, if and as applicable, any identified:
 - (i) Provider warranties and obligations on the Equipment and Provided Software under the Terms of Service applicable to any period on or after the Acceptance Date and for the remainder of the Service Term;
 - (ii) Provider performance or other provision of the service and other Products identified in the Schedule to be performed on or after the Acceptance Date and for the remainder of the Service Term; and
 - (iii) Provider undertaking to satisfy, on behalf of Customer, promptly as and when due, at or after the Acceptance Date, Customer’s specific obligations to Provider or third parties (including taxing authorities) to pay specific charges that would otherwise be payable by Customer in connection herewith or as otherwise identified, but only if and to the extent such specific obligations and charges are expressly identified as Provider’s responsibility in the Schedule (which undertaking may include, by way of example, Provider’s satisfaction of an “up-front” Tax imposed at the beginning of the Initial Fixed Term).

Services will be provided in accordance with “**Terms of Service**” consisting of: (x) Provider’s standard terms for the ordering, sale, and provision thereof; (y) any other written purchase, product, or solutions agreements, orders, quotes, specifications, statements of work, and related documents relating to any Products in effect between the parties at the beginning of the Service Term, including any “**Additional Terms of Service**” identified in the Schedule; and (z) for Provided Software, the terms of service, end user license agreements, and similar documents applicable thereto, issued by the owner or licensor of the Provided Software. Provider’s only obligation in respect of the delivery, performance, or license of third-party provided Products (including Provided Software) is to pass through to Customer any warranties, representations, and promises made by the third party to Provider, as-is and without recourse, and to reasonably cooperate with Customer, at Customer’s request and additional expense, in pursuing Customer’s obtaining the benefit of such rights. Notwithstanding anything to the contrary therein or herein, all Terms of Service will at all times be subject to the disclaimers herein and any inconsistent provisions hereof.

2. Acceptance. Customer will sign an acceptance certificate for all Services and Products, in a form designated by Provider, promptly upon

Customer’s receipt and acceptance of the Equipment, Provided Software, and Pre-Acceptance Services (“**Acceptance Date**”). All of Provider’s obligations under the Terms of Service will On the Acceptance Date be deemed duly performed and satisfied by Provider, or waived by Customer, except that notwithstanding anything to the contrary herein or in any other Terms of Service, the Post-Acceptance Services will survive the Acceptance Date continue to be enforceable in a Separate Action At Law.

3. Term. The “**Pre-Acceptance Term**” of the Services (including as to the delivery and provision of Equipment, Provided Software, and Pre-Acceptance Services) begins when the Schedule is executed or, as to any Services and related Products, such later date as may be provided in the Terms of Service) and then continues to the Acceptance Date. The “**Initial Fixed Term**” of the Services begins at the Acceptance Date and continues to the “**Base Term Commencement Date**” specified in the Schedule and then continues for the “**Base Term**” specified in the Schedule. Any renewal term (each, a “**Renewal Term**”) begins at the end of, as applicable, the Initial Fixed Term or next-preceding Renewal Term. The total term hereof (“**Service Term**”) consists of the Pre-Acceptance Term, the Initial Fixed Term, and all Renewal Terms at any time currently in effect, previously in effect, or that are to come into effect, as provided herein or in any other written agreement of the parties.

4. Public Customers. This section applies only if Customer notifies Provider at the time the Schedule is entered into that Customer is a governmental or similar public entity for which the enforceability of transactions of the kind hereby provided for are generally subject to moneys being duly appropriated on an annual basis.

Customer affirms its intention to continue the Services and pay all amounts hereunder for the entire scheduled Service Term hereof, and, to the extent permitted by law, to do all things lawfully within its power to obtain and maintain funds from which amounts hereunder may be paid, including allocating in its budget request for each fiscal year during the Service Term all amounts anticipated to become due in such fiscal year, and also using its best efforts and all reasonable and lawful means available to secure the appropriation of such amounts and any other amounts that may come due hereunder. While such appropriation is a governmental function for which Customer cannot contractually commit itself in advance (and no such a commitment is hereby made), Customer does reasonably believe moneys sufficient to make payments hereunder for the Service Term can and will lawfully be appropriated and available to permit Customer’s continued use and benefit of the Services in the performance of its essential functions.

If Customer fails to appropriate sufficient moneys in any fiscal year for amounts due hereunder and other funds are not available therefor, Customer shall give Provider notice and written evidence of the non-appropriation at least 60 days before the end of the current fiscal year or, if the non-appropriation has not occurred by then, immediately upon the occurrence thereof. At the end of the fiscal year for which appropriations have been made, the Services and the Service Term hereof will terminate, without penalty or fee to Customer, and Customer shall return all of the Products to Provider in accordance with Section 14 below on or before that date, and Customer shall in all events be pay all amounts due or to become due hereunder for which moneys shall have been appropriated or are otherwise available, and, for the avoidance of doubt, a ratable amount of Service Fees for any period in which Customer fails to return Products as required.

5. Service Fees. Customer will pay Provider the periodic/recurring and one-time fees provided in the Schedule (“**Service Fees**”) and any other amounts that may become payable hereunder at such address as Provider may from time to time specify (including in any invoice). Customer’s sole remedy for Provider’s failure to issue an invoice for Service Fees is that no late interest will accrue under this section thereon until payment has invoiced (or otherwise demanded in writing) for at least 30 days. Provider will apply payments received from Customer to obligations owed to

Provider in such order and manner as Provider may determine in its sole discretion. **On the Acceptance Date, Customer's obligations of payment and performance hereunder will (except to the limited extent provided in Sections 4 above and 20 below, and only to such extent) become and thereafter at all times remain irrevocable, independent, absolute, unconditional, and not subject to rescission, cancellation, termination, modification, repudiation, excuse, substitution, abatement, reduction, offset, recoupment, compensation, crossclaim, counterclaim, demand, notice, or any other defense whatsoever, arising hereunder, under any Terms of Service, or otherwise, or against Provider, or any Assignee, or any Products' manufacturer, licensor, or provider, or any other persons, and, without limitation, Customer must pay Service Fees and other amounts hereunder regardless of its dissatisfaction with or the failure or quality of any Services or Products.** The foregoing does not limit Customer's enforcement, in a Separate Action At Law, of rights it may have against Provider for Provider's negligence or willful misconduct hereunder or breach hereof or of the Post-Acceptance Services or another written agreement between the parties. Periodic payments for partial periods will be prorated on the basis of a 360-day year, 90-day quarter, or 30-day month, as applicable. Amounts due to Provider hereunder that are not paid within 10 days of their due dates will bear interest, payable upon demand, at 12% per year, or such lesser rate as may be the maximum lawful rate, from their due dates.

6. Customer's End of Term Options. At the end of the Service Term, Customer may exercise one of these options, but only if Customer gives irrevocable notice to Provider unequivocally electing one of these options ("**Exercise Notice**") and the Exercise Notice is received by Provider at least 90 days before the end of the Service Term:

- (a) **Renewal Option.** If no Event of Default is continuing at the time of the Exercise Notice or at the end of the Service Term and Provider determines that no material adverse change in Customer's business or financial condition has occurred since the date of the Schedule, Customer may renew the Service Term for a Renewal Term of 3 months or more as specified in the Exercise Notice, at the same Service Fee, and otherwise on the provisions hereof. The parties will enter into a supplement hereto confirming the exercise of this option, but their failure to do so will not condition or affect Customer's obligations during the Renewal Term.
- (b) **Return Option.** Customer may return all of the Equipment in accordance with Section 14 below within 10 days of the end of the Service Term.

If one of the foregoing options (or an end-of-Service-Term option given in the Schedule) is not exercised, the Service Term will automatically renew for successive 1-month Renewal Terms in which case Customer will continue to pay Provider Service Fees at the rate of the total Service Fee previously in effect for the Services, and all other provisions hereof will continue to apply. Customer's end-of-Service-Term options and the automatic renewal provisions provided for in this section apply at the end of the Base Term and all optional or automatic Renewal Terms. If Customer fails to comply with the terms of any end-of-Service-Term option elected by it, Provider may in its absolute discretion terminate the Exercise Notice, in which case the automatic renewal provisions set forth above will apply as if no Exercise Notice were given, or Provider may proceed as otherwise permitted hereby, including exercising the remedies provided for herein or at law.

7. Taxes. Except as provided in the next paragraph, Customer will pay Provider (or pay directly to the applicable taxing authority if instructed in writing by Provider) all taxes, fees, and assessments that may be imposed by any governmental entity or taxing authority on any Services, Service Fees, or Products or any ownership, delivery, return, possession, operation, sale (by Provider to Customer) thereof, on whomever or whatever imposed ("**Taxes**"). Taxes include license and registration fees, environmental fees, and sales, use, personal property, and other taxes, and any related penalties, fines and interest, that may be imposed before the end of the Service Term and Possession Period or thereafter and relating to events or conditions theretofore occurring or existing. Customer will not be liable for: tax penalties, fines, and interest to the extent resulting from Provider's negligence or willful misconduct; taxes imposed on or measured by Provider's net income or tax preference items; overall business taxes that is in lieu of net income tax; or Provider's corporate franchise or net worth taxes. If Customer is required by law or administrative practice to make any report or return with respect to Taxes, Customer will promptly give Provider notice and cooperate with Provider to ensure that such action is properly made and Provider's interests accurately reflected. Provider has no obligation to contest or preserve any right to contest Taxes.

If Customer (or, as a result of Customer's use or benefit of the Services or related Products, Provider) is exempt or Customer is permitted directly to file for and pay a Tax under applicable law or administrative practice, or if a Tax that Provider believes to be applicable does not in law apply, Customer shall provide Provider with satisfactory certificates or other satisfactory evidence of the exemption, direct-pay ability, or inapplicability. Customer will not be liable to Provider for such Tax to the extent Provider receives all such evidence before the imposition or accrual of the Tax. If after the imposition or accrual of a Tax Provider receives a refund or the actual benefit of an exemption from or the inapplicability of a Tax previously reimbursed to Provider by Customer, Provider shall reimburse Customer to the extent the Tax of such refund or benefit. In all events, Customer will remain liable for any Tax for which an exemption or direct-pay ability terminates or is later determined not to apply or that is otherwise later determined to apply.

8. Covenants. Before the end of the Service Term and Possession Period:

- (a) Customer will procure, use, and benefit from the Services and related Products only: for business purposes (except incidental personal use); for their intended purposes; in compliance with all laws applicable thereto or hereto; and in compliance with manufacturer standards.
- (b) Customer will keep the Equipment at the Delivery Location, but Customer may move Equipment to other Customer business locations in the USA (50 states and DC) with 30 days' notice, but items intended for travel may be temporarily moved without notice so long as their domicile remains at the Delivery Location or other previously notified location.
- (c) Customer will not permit any Equipment to become an accession to other property or alter or add to any Equipment except alterations or additions that are readily removable without damage to the Equipment and do not result in an encumbrance thereon.
- (d) Customer will promptly take such further actions as Provider may from time to time reasonably request to protect or perfect its rights, interests, and remedies reasonably intended to be created thereunder.
- (e) Customer will promptly furnish Provider Customer's annual certified or audited and quarterly financial statements or make them readily available on the internet through a free governmental website.
- (f) Customer will furnish Provider with opinions of counsel to Customer and certifications of the names, titles, signatures, email addresses, and authority of those persons executing documents relating hereto on behalf of Customer, and such other information and documents as Provider may reasonably request.
- (g) Customer will (i) maintain insurance against all risks to the Equipment for its full replacement value, naming Provider and its successors and assigns as sole lender loss payee; (ii) maintain commercial general liability insurance of \$1 million or such other amount as Provider may request, per occurrence, naming Provider and its successors and assigns as additional insured; and (iii) provide Provider with certificates of all such insurance which must require the insurers to give Provider 30 days' written notice before cancellation or material change, be payable to Provider regardless of Customer's act, omission or breach, and provide for commercially reasonable deductibles satisfactory to Provider.
- (h) Customer will notify Provider within 30 days of any change in its name, chief executive office, or form or jurisdiction of organization.
- (i) Customer will with reasonable prior notice permit inspection of the Equipment at any reasonable time (subject to Customer's usual, reasonable security procedures) and, on request, affix to the Equipment any labels Provider may supply.

9. Title. The parties intend this transaction to be an operating transaction; Customer's interest in the Equipment and Provided Software is limited to that of the right to possession and use thereof as a part of the Services and Customer acquires no ownership interest in any Products, vested or contingent, and Provider or the Provided Software owner retains all ownership rights therein; and all Equipment will remain Provider's separate personal property even if physically attached to other property. Customer will keep all Services and related Products free of encumbrances other than those created hereby or by, through, or under Provider. Provider and any prospective Assignee may file financing statements give public notice of their interests or anticipated interests hereunder. The parties may have no ownership or other proprietary rights in the Provided Software and other software (which term as used herein includes all forms of intangible rights) included in the Products. Where required by Provider or a software owner or manufacturer or Provider, Customer will enter into a license or other agreement for the provision and use of any software that is not Provided Software provided hereunder as part of the Services. Any such agreement

will be separate and distinct herefrom, and Provider will have no rights or obligations thereunder unless otherwise agreed by it in writing.

10. Delivery. The initial shipping of Equipment and Provided Software is at Provider's risk and expense and receiving and installation of such Products are Customer's responsibility and additional expense (unless part of the Services). Customer shall inspect each unit of Equipment and Provided Software delivered pursuant hereto and immediately notify Provider of any non-delivery of any Equipment or Provided Software or any discrepancies in items or condition.

11. Loss; Disrepair.

(a) ***Possession Period; Notice of Loss or Disrepair.*** From delivery of any Products to Customer, and until all Equipment is returned to and received by Provider hereunder (the "***Possession Period***"), Customer will: (i) bear all risk and additional expense of any whole or partial loss, theft, destruction, or damage to or requisition or taking of any Products from any cause or by any person (collectively, "***Loss***"); (b) keep the Equipment in good working order, repair, and condition and cosmetically good ("***Good Condition***"; any Equipment's ceasing to be in Good Condition from any cause other than a Loss, or for no discernible cause, means "***Disrepair***"). Additionally, before the Possession Period, and after Customer has been advised of the delivery of any Equipment to a carrier for shipment to the Delivery Location, Customer will bear all risk of non-delivery of or damage to the Equipment for any reason (which non-delivery or damage will also be a Loss hereunder). Customer will give Provider notice within 10 days of any Loss of any Equipment and prompt notice of any Equipment coming into Disrepair, and no Loss or Disrepair will condition, reduce, or relieve Customer's obligations hereunder, including its obligation to pay Service Fees in full, except as provided in this section.

(b) ***Repair.*** If any Equipment is damaged or comes into Disrepair and but the Loss or Damage can be economically repaired, Customer will have Provider effect repair, at Provider's location, at Customer's additional expense (including as to shipping and return) at Provider's then usual rates, and pursuant to Provider's usual repair terms, including as to warranties and disclaimers of warranties of workmanship; however, to the extent any Disrepair is covered under warranty as part of the Services, the applicable Terms of Service will apply.

(c) ***Replacement.*** If any Equipment is subject to any other kind of Loss or otherwise comes into Disrepair, and replacement equipment is then available for supply by Provider, Customer will in its notice of Loss or Disrepair under this section continue all Service Fees without interruption and purchase from Provider, at then applicable prices, at Customer's additional expense, payable in cash and on Provider's standard sale terms, replacement equipment of identical model, manufacturer, configuration, features, and capacity, and upon delivery, installation, and acceptance by Customer thereof and payment by Customer therefor the replacement equipment will be replaced for the Equipment subject to the Loss or Disrepair, and Provider shall thereupon assign the Equipment subject to the Loss or Disrepair to Customer; however, to the extent any Disrepair is covered under warranty as part of the Services, the applicable Terms of Service will apply.

(d) ***Payment for Non-Repair/Non-Replacement.*** If the repair or replacement of Equipment subject to a Loss or Disrepair is not completed within 30 days of the Loss or Disrepair (or in the case of Disrepair covered under warranty as part of the Services, such longer period as may be permitted for the repair under the applicable Terms of Service), including if the completion of the repair or replacement is hindered by any cause, whether or not under the control of any person, other than Provider's own negligence, Customer will upon Provider's demand pay Provider the Remaining Compensation (as defined in Section 16 below) ratably attributable to such Equipment, calculated by Provider as of the date of its demand, and in lieu of all Service Fees for such Equipment to become due after that date, and upon receipt of such amount and related Taxes and all other amounts then due hereunder, the Services and Service Term will terminate as to such Equipment, and Provider will assign the Equipment to Customer.

12. Disclaimers and Limitations. Without limiting Customer's right to enforce, in a Separate Action At Law, any rights of rights Customer may have against Provider due to its negligence or willful misconduct hereunder or its breach hereof or of the Post-Acceptance Services, **at all times on and after the Acceptance Date Customer accepts the Services and related Products AS-IS, WHERE-IS and, except as expressly provided in the Post-Acceptance Services (as enforceable only in a Separate Action At Law), Provider disclaims any and all representations or warranties, including with respect to design, compliance with specifications,**

durability, quality, operation, or condition (whether discoverable or not), title, merchantability, workmanship, or fitness for particular purposes, as well as the status hereof for tax or accounting classification purposes, or issues regarding or any patent, trademark, copyright infringement or any other infringement of any persons' rights. Without limitation, the foregoing applies to any assignment of Equipment to Customer hereunder, except that Provider will warrant the absence of encumbrances by, through, or under Provider on the Equipment assigned and, on request following the assignment Provider will provide Customer with Provider's standard bill of sale to the foregoing effect. Provider will have no liability to Customer, or its customers, or any other persons, for damages or specific performance arising hereunder or relating hereto, including direct, indirect, special, or consequential damages, or damages based on strict or absolute tort liability, and also as to any programs or data residing on any Equipment or anywhere else at any time, including upon return to or repossession of any Equipment by Provider.

13. Net Agreement. Based only on its and its advisors' (and not Provider's) judgment, Customer selected, evaluated, determined suitable for its needs, and approved the Services and related Products and Provider. Customer's payment obligations to Provider hereunder are net obligations and, if and to the extent not expressly prohibited by law, Customer will reimburse Provider for damages, taxes, losses, penalties, expenses (including legal fees and disbursements and costs), claims, actions, and suits, whether based on a theory of strict liability or statutory or regulatory liability or otherwise incurred by Provider, directly or indirectly relating to Provider's provision of Services or related Products or their use, operation, selection, licensing, ownership, return, or sale or provision (by Provider to Customer). However, Customer will not be liable under this section to: (a) Provider (and Provider only) for Provider's negligence or willful misconduct hereunder or its breach hereof or of the Terms of Service before the Acceptance Date or of the Post-Acceptance Services on or after the Acceptance Date; or (b) in the performance of any obligation hereunder undertaken by an Assignee in writing, the Assignee's negligence, willful misconduct, or breach.

14. Surrender of Equipment. Whenever Customer is required or permitted to return Equipment, Customer will at Customer's additional cost and expense (or, at Provider's request, Customer will have the manufacturer or Provider or another party acceptable to Provider at their standard rates and on their standard terms of service) deinstall, inspect, and properly pack the Equipment, and return the Equipment to Provider by such common carrier as Provider may specify, to a destination within the continental USA specified by Provider, accompanied by the relocation inventory or similar form completed by the deinstaller (provided, however, Provider will be responsible for the foregoing activities to the extent expressly identified as Post-Acceptance Services). Any return of Equipment accepted by Provider releases Customer of its right to possess and use the Equipment, but will not otherwise constitute a termination of the Service Term or Customer's obligations hereunder. When received by Provider, the Equipment shall be in Good Condition and reasonably clean, in the same condition as when shipped to Customer (reasonable wear and tear excepted), and free of password protection, data, and user-installed software ("***Return Condition***"). Customer will be additionally liable to Provider for all expenses Provider incurs or would incur in placing the Equipment in the condition required hereby, up to the Fair Market Value price of the Equipment. Any additions to any Equipment not removed before return shall become Provider's exclusive property (lien free) or, at Provider's option and Customer's additional expense, removed and returned to Customer or sold, destroyed, or otherwise disposed of, all without any liability on the part of Provider or any other person to Customer or any other person, and the Equipment restored to its original condition.

15. Remedies. If an Event of Default is continuing or has been declared, Provider may in its absolute discretion exercise any one or more of these remedies: (a) terminate any or all Services and the related Services Term; (b) take possession of or render unusable any or all Products wherever located, without notice or process of law (but without breaching the peace and subject to any applicable law), and without liability for damages occasioned by such actions (except for direct damages to the extent caused by Provider's negligence or willful misconduct); (c) require Customer to return the Products to a location designated by Provider in accordance with Section 14 above and there surrender control to Provider as though the Service Term had expired; (d) declare all or, in one or more declarations, any portion of the Remaining Compensation, calculated by Provider as of the date of the declaration, due and payable (and in lieu of all Service Fees to thereafter become due); and (e) exercise any other right or remedy available at law or in equity.

Upon Provider's full receipt of the entire Remaining Compensation under this section, plus all other amounts that are or become due hereunder, the Services and Service Term will terminate and Provider will assign the Equipment to Customer. Upon a declaration of the entire Remaining Compensation being due and payable under this Section 15, any Service Fees remaining to come due hereunder before the end of the then effective Service Term will cease.

Customer will additionally reimburse Provider for all expenses (including legal fees and disbursements and costs and fees of collection agencies) incurred by Provider in the enforcement hereof. Provider's sole obligation to mitigate its damages is that if it repossesses any Equipment pursuant to this section Provider will sell, rent, or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice, in a public or private transaction, and apply the net proceeds (after deducting all expenses of disposition), if any, to the amounts owed to Provider; and Customer will remain liable to Provider for any deficiency that remains after any such disposition. With respect to any notice of sale required by law, 10 days' notice is reasonable notice. The remedies provided herein are in addition to all other rights or remedies now or hereafter existing hereunder, or at law or in equity, and may be enforced concurrently therewith, and from time to time.

16. Remaining Compensation. "Remaining Compensation" means, as Provider's anticipated benefit of its bargain and profit herefrom (to which it will specifically be entitled), as liquidated damages, and in addition to any Service Fees, taxes, late interest, and other amounts due and outstanding hereunder, or (except for Service Fees) that are scheduled to become due after the date the Remaining Compensation is declared due, together with related Taxes, an amount calculated by Provider as the Present Value of:

- (a) the Service Fees scheduled to become due until the end of the then scheduled Service Term; plus
- (b) the Fair Market Value price of the Equipment at the end of the Service Term, or if Customer is given the express option herein to purchase all of the Equipment at the end of the Service Term for a price which is (or is limited to) a stated sum certain, the sum so stated; minus
- (c) Provider's estimate, as determined by it on any reasonable basis, of its cost savings, if any, of not having to perform the Post-Acceptance Services through the then effective expiration date of the Service Term, and Customer acknowledges that (i) such savings may be limited or nonexistent in a variety of circumstances, including as a result of Provider's commitments at any time made to its subcontractors, Assignees, and others, and (ii) that to the fullest extent permitted by law Provider's obligation to mitigate damages is absolutely limited as provided in Section 15 above.

Provider's calculation of the Remaining Compensation, including all arithmetic and any estimates and any determinations of Fair Market Value that are a part thereof, will be presumed correct and dispositive and binding on the parties in the absence of clear and convincing evidence to the contrary.

17. Assignment By Provider. Provider may unqualifiedly assign a Schedule, this Agreement as applicable thereto, and any Equipment, in whole or in part, without notice to or the consent of Customer, to any third party ("Assignee"). **Each party acknowledges that any such assignment will not materially change the parties' respective obligations hereunder.** No such assignment will relieve Provider of its obligations hereunder, and no Assignee will be obligated to perform any of Provider's obligations hereunder or under any Terms of Service, other than those obligations expressly undertaken by Assignee in writing; nor will Assignee be liable for Provider's action or inaction or breach hereof or of any Terms of Service or other agreements with Customer; nor will any action or inaction or such breach by Provider affect the obligations of Customer to Assignee hereunder. Customer will unless and until otherwise instructed absolutely, independently, and unconditionally pay all amounts due hereunder to Assignee without abatement, reduction, offset, recoupment, compensation, crossclaim, counterclaim, notice, demand, or any other defense whatsoever, arising hereunder, otherwise, or against any person (including as provided in Section 5 above). If notified of an assignment, Customer will execute such acknowledgments of the assignment as may be reasonably requested by Provider or Assignee and not permit any amendment hereto or any waiver hereunder without the consent of Assignee. Assignee will have all of Provider's rights, powers, benefits, and privileges hereunder, to the extent of the assignment, including the right to make further assignments. Assignee and Provider do not make any statement, representation, warranty, or promise made by the other, and are not agents of one another (even if they are affiliated or closely connected by ownership, contract, or otherwise), except to the limited extent they may agree to bill and receive amounts hereunder for one another in any of their names. Provider may provide

copies hereof or of related documents or information concerning Customer and its obligations hereunder to any Assignee, prospective Assignee, affiliate, or other person.

18. Assignment By Customer. Customer cannot, without Provider's prior written consent, not to be unreasonably withheld: make any assignment hereof or of any benefit hereunder or of any Services or related Products; and, if Customer is a private entity (whether for-profit or not-for-profit), neither Customer nor any guarantor, may undergo a change-in-control. No such assignment or change-in-control by Customer will discharge or diminish Customer's obligations hereunder, and Customer will continue to be primarily, absolutely, irrevocably, unconditionally, and independently liable for the full and prompt observance of all of its obligations hereunder (including as provided in Section 5 above). Subject to the foregoing, the provisions hereof bind and benefit the parties' successors and assigns.

19. Counterparts; Electronic Signatures; Facsimiles. This Agreement, any Schedule, and any related documents may be executed in one or more counterparts. If there is only one such counterpart, it will be the *original*, otherwise, one will be marked as and be the *original* and each other will be marked as and be a *duplicate*. No security interest herein may be perfected by possession or control except by possession or control of the original Schedule, along with possession of a duplicate or other reliably made copy of this Agreement. Customer will make only one original of any document and on request deliver any tangible original to Provider. At Provider's option documents will be signed and delivered electronically via its or its actual or prospective Assignee's account with DocuSign or another electronic signature provider under the electronic contracting process and terms applicable to the account, and such electronic signatures will be as valid and effective as manual signatures. In any proceeding relating hereto or to any Services or related Products, a party may produce a reasonable textual or graphical representation on paper of a document, however created, stored, accessed, authenticated, or communicated, including photocopies and other representations made by scanning or printing electronic files, database entries, or other electronic records, rather than a tangible or electronic original (or duplicate), and the paper representation will be considered a true and valid original for all evidentiary purposes. In signing this Agreement a party acknowledges it has received and reviewed this Agreement in full, and none of the content hereof is missing or illegible.

20. Quiet Enjoyment. So long as no Event of Default is continuing, Provider will not interfere with Customer's quiet enjoyment of the Equipment and Provided Software. If Provider material breach of the foregoing warranty of quiet enjoyment continues for 10 days after notice, Customer may in its absolute discretion exercise any one or more of the following remedies (which shall be its exclusive remedies for such breach): (a) by notice terminate the Services and Services Term (including its obligation to pay Service Fees) as they relate to such Products subject to such breach; or (b) proceed in a Separate Action At Law to recover all direct damages suffered by Customer resulting from such breach.

21. Applicable Law. The terms hereof are governed without regard to conflicts of law principles by the law of the State of New York or, if Customer is a governmental or similar public entity, by the state in which Customer is organized. The parties consent to the jurisdiction of the local, state, and federal courts located within such state or any other states in which Equipment may be located. The parties waive any objection relating to improper venue or *forum non conveniens* or otherwise to the conduct of any proceeding in any such courts. **The parties irrevocably waive all right to trial by jury in any proceeding between them relating hereto or any Services or Products.**

22. Survival; Entire Agreement. Notwithstanding anything to the contrary herein or in any Terms of Service, or related documents, on the Acceptance Date the Terms of Service will be fully satisfied and thereby terminate, except that the Post-Acceptance Services will survive and in all events be enforceable: only under the exclusive terms thereof in a Separate Action At Law. The indemnities, immunities, and other rights and provisions hereof will survive its performance, expiration, or termination. To the fullest extent permitted by law, this transaction is to be governed solely by the terms hereof and Customer waives any contrary terms of law, Terms of Service, or other applicable terms. A Schedule and this Agreement as applicable thereto constitute the entire agreement of the parties relating to the subject matter thereof and supersede any other agreements previous hereto except to the extent of the survival of the Post-Acceptance Services as provided in this section and Section 2 above.

23. Notices; Waivers; Consents; Amendments. Notices must be given in writing will be effective when delivered to the receiving party's address for notice set forth herein, which address may be changed by notice. Any waiver hereunder or failure of a party to require strict observance hereof will not constitute a waiver of any other breach of the same or any other provision

hereof or of any other agreement. No waiver, consent, or approval hereunder or amendment hereto will be effective unless expressly made in a written instrument signed by the party to be bound.

24. Force Majeure. Provider will not be liable for any alleged loss or damages resulting from the provision of Services or related Products being delayed by acts of Customer, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Provider.

25. Interpretation; Definitions. Each Schedule is an agreement separate and distinct from this Agreement and any other Schedule and governs over this Agreement in the case of any inconsistencies. Terms hereof that are or become unenforceable will be severed, but only to the extent of their unenforceability. The page numbering of a document may be exclusive of its attachments, if any. Unless the context clearly requires otherwise, the singular includes the plural and vice versa, terms of one gender may refer to any gender, and terms of inclusion are without limitation. The terms *person* and *entity* are synonymous and may refer to any individual or organization. Headings of provisions herein are for ease of reference and not for interpretation. Capitalized terms used in this Agreement are defined in this Agreement or in the Schedule (with the redefinitions in a Schedule applying throughout this Agreement as applicable thereto). Whether not the following terms are capitalized when used:

The terms *hereunder*, *herein*, *hereof*, and similar terms refer to the applicable Schedule and this Agreement as applicable thereto, as a whole, and not just to the document or provision containing the term.

The term *separate action at law* means an action or proceeding at law, for direct damages, and not for specific performance or declaratory or equitable or other kind of relief or for rescission, cancellation, termination, or modification hereof, which action or proceeding is separate from (and not maintained by way of any offset, crossclaim, counterclaim, or defense in or to or affecting) any action, proceeding, claim, right, or remedy a liable or allegedly-liable person does or might in future maintain or assert relating hereto or to any related documents or the subject matter hereof or thereof.

The term *assign* and similar terms mean and include any kind of sale, assigning, rental, licensing, or other transferring of, or any granting of any security, collateral, or other kind of interest in, or any assignment or other delegation of an obligation under, the thing assigned, in whole or in part, including by operation of law or in connection with a sale of all or some of the assignor's assets.

The term *change-in-control* means, with respect to a person (or its guarantor, whether or not identified), an acquisition, merger, reorganization, consolidation, or other event or series of related events whereby the direct and indirect holders of more than 1/2 of its equity and voting power immediately before the event(s) do not directly and indirectly hold more

than 1/2 of its or its successor's equity and voting power immediately thereafter.

The term *credit event* means, with respect to a person (or its guarantor, whether or not identified), that it is insolvent, or it seeks or makes an assignment for the benefit of creditors or an arrangement or composition with creditors, or it or any of its assets are or become subject to or it takes any action to seek or approve a proceeding under (or it otherwise acts under) any bankruptcy, reorganization, arrangement of debts, insolvency, receivership, or similar law, or it dies or takes any act or is the subject of any action taken with a view to the dissolution or termination of it or its business, or it assigns or seeks to assign any substantial portion of its inventory, equipment, or assets other than in the ordinary course of business, and, if any of the foregoing events is not voluntary and not acceded to by it, the event continues for 60 days.

The term *event of default* and similar terms mean: Customer's failure to observe any provision hereof continues for 10 days after notice in the case of nonpayment or for 30 days otherwise; Customer is or becomes the subject of a credit event, or any Products are levied against, seized, or attached, or any representation or warranty or statement made by Customer herein or in any other instrument provided by Customer is incorrect in any material respect when made, or Customer breaches Sections 8(b) or 18 above; Customer defaults under any other agreement at any time entered into between Customer and Provider or any Assignee (as the term *default* or a similar term is defined, provided for, or used therein); or during the continuance of any of the foregoing events of default Provider in writing declares Customer to be in default hereof.

The term *fair market value* means the price or rent, as applicable, that would be obtained at arm's length between informed and willing parties, neither under compulsion to contract, for the sale or rental of Equipment assuming the Equipment is installed and in continued use by the buyer or user and otherwise in the Return Condition, as such value is determined by Provider, but if Customer objects in writing to Provider's determination within 10 days after Provider communicates its determination to Customer's representative in writing or by email, then as determined at Customer's additional expense by an independent appraiser selected by Provider and reasonably satisfactory to Customer.

The term *present value* means the present value of the amount(s) in question discounted to the date present value is to be determined at the Present Value Rate on the last day of the complete week most recently reported on the date of determination or on the Base Term Commencement Date, whichever is less; where the *present value rate* three-fifths of the annualized daily prime rate of interest, as described in Federal Reserve Statistical Release H.15 – Selected Interest Rates, or any successor publication of the US Federal Reserve System (or if there is no such publication, the lowest prime rate published in *The Wall Street Journal*).

City of Ocoee (Customer)

By: _____

Name/Title: _____

Date: _____

Panasonic Corporation of North America (Provider),
acting through its Panasonic Connect North America division

By: _____

Name/Title: _____

Date: _____

Schedule No. CYO-001
Date October 9, 2024

Customer: City of Ocoee	Provider: Panasonic Corporation of North America, acting through its Panasonic Connected Company of North America division
Customer's Initial Address for Notices: 1 N. Bluford Avenue Ocoee, FL 34761	Provider's Initial Address for Notices: Two Riverfront Plaza, 6th Floor Newark, New Jersey 07102-5490
This Schedule incorporates the Master Services Agreement dated October 9, 2024 (" Agreement ") between Customer and Provider.	
Services: As more particularly described in the Agreement and Terms of Service, the Services to be provided hereunder relate to the Products described in the attached Exhibit A. Delivery Location: Ocoee Florida Police Department 150 N. Lakeshore Drive Ocoee, FL 34761 Additional Terms of Service: Panasonic TaaS Quote ID Q-706718. Base Term: 48 months. Base Term Commencement Date: The first day of the calendar month to occur on or to next follow the Acceptance Date. Outside Acceptance Date: December 31, 2024.	Service Fees: (i) Recurring Fees: \$49,045.95 due and payable in advance on the first day of each year of the Service Term beginning with the period in which the Base Term Commencement Date occurs; plus (ii) One-Time Fees: • $\frac{1}{360}$ of the Recurring Fee described in clause (i) for each day from and including the Acceptance Date to but excluding the Base Term Commencement Date, due and payable <u>on demand</u>.

Special Terms:

- A. **Assignment to HTE.** Customer understands and expressly agrees that concurrently with Provider's countersigning of this Schedule Provider has assigned this Schedule (which includes the Agreement as applicable hereto), and sold the Equipment and all Service Fees due and to come due hereunder, to Huntington Technology Finance, Inc. as Assignee hereof ("**Huntington**"), but such assignment is subject to any contrary notice that may be given by Provider or Huntington to Customer before the consummation of the assignment. Huntington's initial address for notices hereunder is 2285 Franklin Road, Suite 100, Bloomfield Hills, MI 48302. Customer agrees that pursuant to such assignment, it will remit all payments hereunder in the name of Provider to such address as Huntington may from time to time specify in writing (including in any invoice), in all cases identifying itself as the source and this Schedule as the application of funds.

Each party acknowledges its receipt and review of this Schedule and that none of its provisions are missing or illegible. The terms of this Schedule may differ from other Schedules incorporating the Agreement. **As more particularly provided herein, this Schedule and the Agreement constitute the entire agreement of the parties relating to the subject matter hereof.**

City of Ocoee (Customer)

Panasonic Corporation of North America (Provider),
acting through its Panasonic Connect North America division

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

**Exhibit A
to Schedule No. CYO-001**

Product Description

<u>QTY</u>	<u>MFR.</u>	<u>TYPE/MODEL/FEATURE</u>	<u>DESCRIPTION</u>
<u>A. EQUIPMENT</u>			
45	PCNA	FZ-55J2-01BM	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7511, GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Mobility Field Engineering Service
30	PCNA	HA-55LVDLT2L	Havis Lite Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. Includes LIND power supply. USB-A (2), Serial, LAN, Dual RF.
<u>B. PROVIDED SOFTWARE</u>			
-	-	-	-
<u>C. PRE-ACCEPTANCE SERVICES</u>			
-	-	-	-
<u>D. POST-ACCEPTANCE SERVICES</u>			
45	PCNA	CF-SVCSEBAT4Y	4 YEAR SMART BATTERY WARRANTY WITH B2M SMART ESSENTIALS SOFTWARE FOR WINDOWS TOUGHBOOKS PRIMARY BATTERY. ELIGIBLE MODELS INCLUDE CF-33, FZ-40, FZ-55, FZ-G2; AND REQUIRES INSTALLATION OF SMART BATTERY MONITORING SOFTWARE.
45	PCNA	SVC-SCLECME4Y	4 YEARS OF PANASONIC SMART COMPLIANCE SOLUTION FOR ENDPOINTS. SUBSCRIPTION LICENSE TO PROVIDE CONTINUOUS MONITORING OF ENDPOINT DEVICES, INCLUDING TOUGHBOOKS AND NON-PANASONIC DESKTOPS AND LAPTOPS. SUPPORT INCLUDED. ONE LICENSE PER DEVICE. LICENSE CAN BE TRANSFERRED TO A DIFFERENT ENDPOINT.
45	PCNA	SVC-ABLRGOV4YA	Absolute Resilience - 48 Month Term - 1-249 Unit Volume - For Local, State and Federal Government
45	PCNA	CF-SVCPSY4	4th year Public Safety Service Bundle Add on (Year 4 only) Must be purchased in conjunction with PS bundle base unit Includes Premier Protection Plus Customer Portal Disk Image Management HDD No Return
45	PCNA	CF-SVCFES80	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per unit price with completed SOW)-Project Based, contact Panasonic Proservice Team for further information



Meeting Date: October 15, 2024

Item #: 8

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of FY 2024-2025 Budget Vehicle and Equipment Purchases. (Assistant Public Works Director Gajadhar)

Background Summary: The City traditionally purchases vehicles through various competitively bid annual contracts. Public Works has researched pricing and has found the Bradford County Sheriff and Florida Sheriff's Association contracts provide the lowest competitively bid pricing for vehicles utilizing competitively bid contracts. City of Orlando continuing contract #IFB22-0160-3 also provided the most competitive pricing for the Police Department vehicle upfitting through JCO Corporation. The following vehicles and upfitting are incorporated into the approved budget for purchase through these contracts:

- 4 - Ford Police Interceptor Utility AWD @ \$47,270.35 = \$189,081.40 (Police - 4 Replacements).
- 4 - Upfitting for the above Police Interceptors @ \$74,260.46.
- 3 - Ford F-150 Super Crew Cab Police Responder 4x4 @ \$50,713.32 = \$152,139.95 (Police - 3 Replacements).
- 3 - Upfitting for the above Police Responders @ \$58,576.59.
- 1 - Ford F-150 Super Crew Cab @ \$42,000.01 (Utilities - Replacement).

The approved budget also includes the following equipment items, priced through the Florida Sheriff's Association bid contract:

- 1 - Kaiser Walking Excavator Model S8 Gator @ \$513,099 (Stormwater - Replacement).

Public Works recommends approval to purchase the above vehicles, upfitting, and equipment based on published pricing for the 2024/2025 term contracts from the City of Orlando, Bradford County Sheriff, and the Florida Sheriff's Association.

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2024/2025 vehicle, upfitting, and equipment purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicles, upfitting, and equipment from the City of Orlando, Bradford County Sheriff, and the Florida Sheriff's Association contracts, and authorize the City Manager and staff to approve changes to the vehicle and

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.ocoe.org

equipment orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. Proposal - PD F150s and Explorers
2. Proposal - Upfitting Explorers
3. Proposal - Upfitting F150s
4. Proposal - Utilities F-150
5. Proposal - Kaiser Excavator

Financial Impacts:

The vehicles, upfitting, and equipment are adequately funded in the 2024/2025 Department budgets.

Type of Item: Consent



CITY OF OCOEE PD

Prepared for:

CITY OF OCOEE PD
CHRIS MCKINSTRY
cmckinstry@ocoe.org
(407) 276-0943

Contract Holder**7/25/24**

Duval Ford
JEFFREY EASON
904-219-1475
jeff.eason@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code		Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours. \$90/ Hr	Parts Quantity	2023 K8A	2023 FORD K8A POLICE INTERCEPTOR UTILITY AWD	\$ 45,750.00	\$ 43,428.88
		OEM freight	Factory Destination	\$ 1,495.00	\$ 1,519.67
		YZ/96	OXFORD WHITE EXTERIOR/ EBONY CLOTH FRT, VINYL REAR INTERIOR	\$ -	\$ -
		99B/44U	3.3L TI-VCT V6 FFV ENGINE / 10 SPEED AUTOMATIC TRANSMISSION	\$ (2,661.00)	\$ (2,704.91)
		52P	HID PLUNGER W/ REAR HANDLE INOP	\$ 150.00	\$ 152.48
		17A	AUX CLIMATE CONTROL	\$ 573.00	\$ 582.45
		51R	DRIVER SIDE LED SPOT LIGHT	\$ 371.00	\$ 377.12
		55F	KEYLESS ENTRY W/4 FOBS	\$ 320.00	\$ 325.28
		60A	WIRING GRILL/LAMP/SIREN SPEAKERS	\$ 47.00	\$ 47.78
		60R	NOISE SUPPRESSION BOND STRAPS	\$ 94.00	\$ 95.55
		61B	OBD-II SPLIT CONNECTOR	\$ 52.00	\$ 52.86
		68G	REAR DOOR HANDLES AND LOCKS INOP	\$ -	\$ -
		76R	REVERSE SENSING SYSTEM	\$ 259.00	\$ 263.27
		86T	REAR TAILLAMP HOUSING PREP	\$ 56.00	\$ 56.92
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CITY OF OCOEE PD

Prepared for:

CITY OF OCOEE PD
CHRIS MCKINSTRY
cmckinstry@ocoe.org
(407) 276-0943

Contract Holder**7/25/24**

Duval Ford
JEFFREY EASON
904-219-1475
jeff.eason@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours. \$90/ Hr	Parts Quantity	2024 W1P	2024 FORD F-150 SUPERCREW POLICE RESPONDER 4X4 145"WB	\$ 49,287.00	\$ 46,353.24	Section One: VEHICLE
		OEM freight	Factory Destination	\$ 1,995.00	\$ 2,027.92	
		UM/PB	AGATE BLACK EXTERIOR / BLACK 40/BLANK/40 INTERIOR	\$ -	\$ -	
		998/44G	3.5L V6 ECOBOOST ENGINE / ELEC 10-SP AUTO TRANS	\$ -	\$ -	
		18B	BLACK PLATFORM RUNNING BOARDS	\$ 232.00	\$ 235.83	
		59E	UNITY DRIVER SIDE LED SPOT LAMP	\$ 368.00	\$ 374.07	
		67P	REMOTE KEYLESS ENTRY W/4 FOBS	\$ 319.00	\$ 324.26	
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0		Discount	Government Concession reflected in Base Vehicle Price			Section 4: FINAL DELIVERY
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
		Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (1,447.00)		
		Ceiling Percentage Markup: Accessories		29%		
		2TPAINT	2 TONE PAINT TRUCK BLACK WITH WHITE DOORS AND ROOF	\$ 925.00	\$ 925.00	
		Final Delivery				
		Labor	Total Labor Hours for installation of parts	\$ -	\$ -	
		Freight	Freight on Parts	\$ -	\$ -	
		150 34761	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00	\$ 300.00	
		Tag	New FL City Tag, processing and handling by dealer	\$ 173.00	\$ 173.00	



JCO Corporation
2054 Platinum Rd
Apopka, FL 32703
+14073959066
sales@jcocorp.com
www.jcocorp.com

Estimate

ADDRESS

City of Ocoee
Chris Mckinstry
1 North Bluford Ave
Ocoee, FL 34761

SHIP TO

City of Ocoee
646 Ocoee Commerce Pky
Ocoee, FL 34761

ESTIMATE #	DATE	
4876A	09/26/2024	

VEHICLE NUMBER

PIU-MARKED PATROL 24/25

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
KIT-TP-SL6U-BB-SS	2020+ PI Utility US Partition Kit (TP-E-SL6-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS)	4	904.87	3,619.48T
AC-20-UV-SET	2020+ PI Utility driver/passenger side set of diamond-punched window screens	4	181.81	727.24T
PS-20-UVFX-OS-R	Plastic seat with OS belts, rear partition (square-hole), with fire compartment	4	1,595.58	6,382.32T
AC-20-UV-HATCH	2020+ PI Utility hatch window screen; Square-hole punched	4	121.44	485.76T
CP-UV20-MNT-EB	2020+ PI Utility cargo elevated box mount. Can bolt box(es) to top.	4	249.91	999.64T
CP-GB44248-T3	Storage vault, 44W x 24"L x 8"H with 1 1/2 lip	4	1,160.40	4,641.60T
AC-EB-SL-TRAY	Electronics tray for CP-UV-MNT-EB	4	265.00	1,060.00T
AC-EB-TRAY-FENCE	Optional fence for AC-EB-SL-TRAY	4	55.65	222.60T
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	4	319.41	1,277.64T
CC-20-UV10-L8	2020+ PI Utility 18" Sloped console, 10" slope, 8" level (no floor plate needed, mounts directly to floor). If needed, includes AC-UV20-HC harness cover.	4	421.90	1,687.60T
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	4	0.00	0.00T
FP-MXTL2500	3" XTL2500/5000/APX6500 remote 05/07	4	0.00	0.00T
FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	4	75.60	302.40T
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	4	55.00	220.00T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
FP-SGTRAY	LOW-PROFILE TRAY 4" (FOR SUNGLASSES, CELL PHONE, LOOSE CHANGE, ETC.)	4	39.00	156.00T
FP-BLNK2	2" Blank filler plate	4	0.00	0.00T
CM-SDMT-SA-LED	Console side ht. adj. mount w/swing arm for docking station	4	370.65	1,482.60T
DS-PAN-435-2	Docking Station For Panasonic TOUGHBOOK 55 Laptop With Standard Port Replication & Dual Pass-Through Antenna Connections With LIND Power Supply	4	960.48	3,841.92T
AC-MCM1	Dog-ear type microphone clip plate and clip assembly.	4	16.80	67.20T
AC-PENPRTR-58-CC	Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58)	4	347.49	1,389.96T
36-6015W2	light channel for 2 whelen ions	4	38.85	155.40T
WES-36-2125WC	PUSH BAR ELITE WIRE COVER	4	38.85	155.40T
36-2125PB	PIT BAR ELITE	4	432.00	1,728.00T
WES-36-2125	PUSH BUMPER ELITE 2020 UTILITY	4	395.00	1,580.00T
36-2125W	WESTIN WING WRAP	4	304.00	1,216.00T
EB2-WHELEN CORE PKG	54 " DUO LEGACY WCX WITH WHELEN CORE PACKAGE	4	2,818.10	11,272.40T
C399	CENCOM CORE WCX CONTROL CENTER	4	0.00	0.00T
C399K4	OBDII CANPORT CABLE KIT FORD	4	0.00	0.00T
CCTL6-PKG	WCX CONTROL HEAD W/ ROTARY KNOB INCLUDED IN ABOVE PRICE	4	0.00	0.00T
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA INCLUDED IN ABOVE PRICE	4	0.00	0.00T
SA315P-PKG	WHELEN 100 WATT SPEAKER INCLUDED IN ABOVE PRICE	4	0.00	0.00T
SAK66D	NEW FORD POLICE INTERCEPTOR UTILITY, 2020, DRIVER SIDE GRILLE	4	0.00	0.00T
		0		0.00
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	4	165.60	662.40T
SAK66P	NEW FORD POLICE INTERCEPTOR UTILITY, 2020, PASSENGER SIDE GRILLE	4	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	4	149.00	596.00T
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - I3JC AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND NEW LINEAR-LED® OPTICS.	4	159.39	637.56T
	* push bumper light channel			
TLI2J	ION T DUO SURFACE MOUNT SUPER-LED LIGHTHEAD - RED/BLUE SPLIT	12	102.00	1,224.00T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	* 2 pit wrap 2 tag area			
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * rear Qtr window	6	101.80	610.80T
PSBKT90	90 MOUNTING BRACKET FOR 1 STRIP-LITE PLUS™ LIGHTHEAD	6	19.87	119.22T
VTX9J	VERTEX SUPER-LED DUO BLU/RED *head lights reverse lights	16	65.00	1,040.00T
TLMi2J	MINI T ION RED /BLUE * bottom of hatch visible when open	8	81.00	648.00T
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO * rockers W/ side flood option	8	575.00	4,600.00T
TCRB50	NEW 2020 FORD POLICE INTERCEPTOR UTILITY RUNNING BOARD MOUNTING KIT, FOR 5 OR 6 LAMP TRACER™, EACH	8	0.00	0.00T
RPLS50	ION REARPILLAR LC SOLO UTILITY	4	811.96	3,247.84T
JCO-75	75 AMP RELAY/DISCONNECT	4	40.00	160.00T
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	4	75.99	303.96T
PJ863	High-Resolution Full-Page Mobile Printer with Bluetooth® Wireless Technology and USB-C®	4	543.39	2,173.56T
LB3692	Brother LB3692 Car Adapter	4	31.99	127.96T
SHOP SUPPLIES	MISC SUPPLIES	4	195.00	780.00T
LABOR-ORL	CONTRACT LABOR RATE PER IFB22-0160-3 24.5hrs @ \$95 per hour	4	2,327.50	9,310.00T
SHIPPING	Freight * activate factory wigwag	4	425.00	1,700.00
CHWLFE29	WCX LOW FREQ SIREN AMP EXPLORER Pricing in accordance with City of Orlando IFB22-0160-3	4	412.00	1,648.00T

SUBTOTAL 74,260.46

TAX 0.00

TOTAL **\$74,260.46**

Accepted By

Accepted Date

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703



JCO Corporation
2054 Platinum Rd
Apopka, FL 32703
+14073959066
sales@jcocorp.com
www.jcocorp.com

Estimate

ADDRESS

City of Ocoee
Chris Mckinsty
1 North Bluford Ave
Ocoee, FL 34761

SHIP TO

City of Ocoee
646 Ocoee Commerce Pky
Ocoee, FL 34761

ESTIMATE #	DATE	EXPIRATION DATE
4875A	09/26/2024	12/31/2024

VEHICLE NUMBER

f150 patrol

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
KIT-TP-SL6-21F1-SS	2021-22 F150 Partition Kit (TP-E-SL6-FS-SS, PM-21F150, KP-F150-15-SS)	3	912.60	2,737.80T
PS-21F1-OSPST-CWS	Ford F150 Bench plastic seat with OS belt system and cab window screen	3	2,284.50	6,853.50T
AC-F150-15-SET	2015-20 F-150 / 2017-20 F-250-550; Driver/passenger side set of diamond-punched window screens	3	252.01	756.03T
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	3	319.41	958.23T
CC-21F1-0709OS-PRTR	2021-22 Ford F150 16" Printer console; open storage along passenger side; 7" slope, 9" level	3	686.88	2,060.64T
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	3	0.00	0.00T
FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	75.60	226.80T
FP-SGTRAY	Low-Profile Tray 4" (For Sunglasses, Cell Phone, Loose Change Etc.)	3	39.00	117.00T
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	3	55.00	165.00T
FP-BLNK2	2" Blank filler plate fill remaining space with blanks plates	3	0.00	0.00T
CM-SDMT-SL-LED	Console side ht. adj. mount w/slide arm for docking station	3	413.47	1,240.41T
DS-PAN-435-2	Docking Station For Panasonic TOUGHBOOK 55 Laptop With Standard Port Replication & Dual Pass-Through Antenna Connections With LIND Power Supply	3	960.48	2,881.44T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AC-MCM1	Dog-ear type microphone clip plate and clip assembly.	3	16.00	48.00T
AC-SIDEARM-9	9" x 3" molded foam arm pad on 5" tall L bracket. Bolts to console side or rear.	3	103.19	309.57T
36-54085	WESTIN PUSH BUMPER ELITE XD 2021-C F-150 Police Responder/SSV/XL	3	572.73	1,718.19T
36-6015W2	light channel for 2 whelen ions	3	38.85	116.55T
36-54085PB	PIT BAR ELITE-XD FOR USE WITH 36-54085 PUSH BUMPER ELITE-XD 2023 f150	3	432.34	1,297.02T
36-52065W	WING WRAPS FOR WESTIN PUSH BUMPER	3	259.74	779.22T
36-52065WC	Wire Cover Accessory For Push Bumper Elite XD	3	50.56	151.68T
EB2-WHELEN CORE PKG	54 " Duo Legacy WCX with Whelen Core Package	3	2,818.10	8,454.30T
C399	CENCOM CORE WCX CONTROL CENTER	3	0.00	0.00T
C399K7	OBD II CANPORT KIT 2021 F-150	3	0.00	0.00T
CCTL7-PKG	3 Section Controller (Head Only) 21 Push-Buttons, 4-Position Slide Switch,	3	0.00	0.00T
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA INCLUDED IN ABOVE PRICE	3	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	3	0.00	0.00T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	3	0.00	0.00T
CHOWLER	WCX Low Frequency Siren System	3	422.37	1,267.11T
HWLRB35	Howler™ Mounting Bracket for 2015-2023 Ford F-150 , 2017-2023 Ford F-250/350/450/550, 2018-2023 Ford Expedition	3	0.00	0.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	3	180.18	540.54T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	3	0.00	0.00T
CEM16	WECANX 16 OUTPUT EXPANSION	3	149.00	447.00T
I3JC	ION TRIO SUPER-LED LIGHTHEAD - RED/BLUE/WHITE - I3JC AVAILABLE WITH TRIO (THREE COLOR INTERLEAVED) TECHNOLOGY AND NEW LINEAR-LED® OPTICS. * Push Bumper light channel	12	159.39	1,912.68T
TLI2J	ION T DUO SURFACE MOUNT SUPER-LED LIGHTHEAD - RED/BLUE duo * pit wrap	6	102.00	612.00T
PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU * under tailgate	6	101.80	610.80T
VTX9J	VERTEX SUPER-LED DUO BLU/RED Reverse housing bed lights top of cab	6	65.00	390.00T

Please remit payment to our business office:

JCO Corporation
2054 Platinum Road
Apopka, FL 32703

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TCRWX5*DUO	WeCanX TRACER 5-LAMP HOUSING DUO	6	575.00	3,450.00T
TCRB47	2015-2020 FORD F-150 SUPERCREW, 2017-2020 FORD F-250/F-350 CREW CAB AND 2018-2020 FORD EXPEDITION SSV, RUNNING BOARD MOUNTING KIT, FOR 6 LAMP TRACER™, EACH	6	0.00	0.00T
UHF2150A	HEADLIGHT/GRILLE LIGHT FLASHER WITH 4 FLASH PATTERNS FOR POSITIVE OR NEGATIVE HEADLIGHT SWITCHING	3	42.00	126.00T
JCO-75	75 AMP RELAY/DISCONNECT	3	40.00	120.00T
JCO-FIRE EXT	10# FIRE EXTINGUISHER WITH BRACKET	3	75.99	227.97T
PJ863	High-Resolution Full-Page Mobile Printer with Bluetooth® Wireless Technology and USB-C®	3	543.39	1,630.17T
LB3692	Brother LB3692 Car Adapter	3	31.99	95.97T
UC2206	21-C F150 CREW CAB 5.5 FT BED-TEXTURED UNDERCOVER SE	3	1,095.00	3,285.00T
DCKDF4	Decked Truck Bed Storage System (5.6ft Bed) DCKDF4	3	1,449.99	4,349.97T
SHOP SUPPLIES	MISC SUPPLIES	3	195.00	585.00T
LABOR-ORL	CONTRACT LABOR RATE PER IFB22-0160-3 23hrs at \$95 per hour	3	2,185.00	6,555.00T
SHIPPING	Freight Pricing in accordance with City of Orlando IFB22-0160-3	3	500.00	1,500.00T

SUBTOTAL	58,576.59
TAX	0.00
TOTAL	\$58,576.59

Accepted By

Accepted Date

Please remit payment to our business office:
JCO Corporation
2054 Platinum Road
Apopka, FL 32703

STANDARD EQUIPMENT

SE F150 A	MECHANICAL ● 2.7L V6 EcoBoost™ with AutoStart-Stop Technology (standard on 141" and 145") ● 5.0L V8 with AutoStart-Stop Technology (standard on 122" and 157") ● 4x4 Electronic Shift-On-the-Fly (ESOF) with Neutral Towing Capability ● Auto Hold ● Axle-Independent Front Suspension (IFS) ● Brakes—4-Wheel Disc with ABS ● Selectable Drive Modes: ● Electronic Ten-Speed Automatic Transmission ● Fail-Safe Cooling ● Jack ● Electric Parking Brake ● Select Shift Automatic Transmission with Progressive Range Select ● Shock Absorbers, Gas-Heavy-Duty, Front ● Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear ● Springs, Front—Coil ● Springs, Rear—Leaf, Two-Stage Variable Rate ● Stabilizer Bar Front ● Steering—Power, Rack-and-Pinion ● Bed Storage Boxes (NAW's Box)
SE F150 B	● Bumper, Front—Black ● Bumper, Rear—Black ● Cargo Lamp—Integrated with Center High-mounted Stop Lamp (CHMSL) ● Daytime Running Lamps (DRL) (On/Off Cluster controllable) ● Easy Fuel Capless Fuel Filler ● Exhaust—Single Rear ● Fuel Tank: 23 Gallon (Regular Cab 6.5' Box) — 36 Gallon (Regular Cab Lwb, SuperCab and SuperCrew*) ● Fully Boxed Steel Frame ● Grille—Black ● Handles, Black—Door and Tailgate with Black Bezel ● Hooks—Pickup Box Tie-Down, four (4) ● Hooks—Front Tow 4x4, two (2) ● Mirrors, Sideview—Manual-folding, Power Glass with Heat ● Power Tailgate Lock ● Spare Tire/ —Rear Under Frame ● Stone Cuffs, Front & Rear ● Tailgate Lift Assist ● Tailgate—removable with key lock ● Tires — 245/70R17BSW—season tires (A/S) 4x2 — 265/70R17BSW—terrain tires (A/T) 4x4 ● Trailer Sway control ● Trailer Towing—4-pin wiring, ball mounting provisions in rear bumper ● Wheels—17" silver steel
SE F150 C	● 12" Touchscreen with Instrument Cluster ● Black Vinyl Floor Covering ● Compass Display in Instrument Cluster ● Cruise Control ● Dome Lights ● Door Trim—Soft armrest ● Fade-to-Off Interior Lighting ● Gauges and Meters—Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer ● Grab Handles ● Horn—Dual-Note ● Illuminated Entry ● Air Conditioning, Single Zone ● Outside Temperature Display ● Powerpoint 12V ● Power Door Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock) ● Power Windows ● Rear window with Fixed Glass and Solar Tint ● Rearview Mirror, Day/Night ● Scuff Plates—MIC, Front ● Seat, Front—Cloth 40/20/40 — 2-Way manual driver/passenger — Armrest ● Seat, Rear — Cloth (SuperCrew*) ● Steering Wheel, Black Urethane—Manual Tilt/Telescoping ● Tilt Driver's Side Mirror with Mirror, Passenger's Side ● AdvanceTrac™ w/ESC™ (Roll Stability Control)
SE F150 D	● Airbags — Driver and Passenger Front Airbags — Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy* Side-Curtain Airbags (1st and 2nd row coverage) ● Curve Control ● LED Reflector Headlamps—Black Bezels ● Perimeter Alarm ● Rain Lamp Wiper Activated Headlamps ● Seat Belts, Active Restraint System (ARS), Three-point ● SecuriLock™ Passive Anti-Theft System (PATs) ● SOS Post-Crash Alert System ● Tire Pressure Monitoring System (TPMS) ● Ford Security Package (3-year Plan Included)
SE F150 E	FORD CO-PILOT360™ TECHNOLOGY ● FORD CO-PILOT360™ (L) — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert — Camera Only AEB Oncoming — Camera Only Evasive Steering Assist — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Aid ○ Driver Alert ○ Road Edge Detection — Intersection Assist — Pre-Collision Assist® with Automatic Emergency Braking (AEB) ○ Pedestrian Detection ○ Forward Collision Warning ○ Dynamic Brake Support — Post-Collision Braking — Rear View Camera — Rear Parking Sensors — Reverse Brake Assist
SE F150 F	FUNCTIONAL ● Auto Lamp — Auto On/Off Headlamps ● AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew*) ● Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver) ● FordPass™ Connect (5G) — 5G LTE Wi-Fi hotspot connects up to 10 devices ● Hill Start Assist ● SYNC® 4 with Enhanced Voice Recognition — 12" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink™ w/App Catalog — 911 Assist* — Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual — Conversational Voice Command Recognition

**TAMPA**

1023 S. 50th Street
Tampa, FL 33619
813-248-4971

FT. MYERS

4555 Laredo Avenue
Ft. Meyers, FL 33905
239-334-6063

POMPANO BEACH

2480 NW 16th Street
Pompano Beach, FL 33069
954-327-8808

ORLANDO

1301 Central Florida Pkwy.
Orlando, FL 32837
407-859-9160

JACKSONVILLE

14790 Old St. Augustine Rd.
Jacksonville, FL 32258
904-268-4400

TALLAHASSEE

31805 Blue Star Hwy.
Midway, FL 32343
850-574-0892

OCALA

31805 Blue Star Hwy,
Midway, FL 32343
850-574-0892

CONSTRUCTION - MATERIAL HANDLING - INDUSTRIAL MACHINERY AND SUPPLIES

www.gsequipment.net

City of Ocoee
1 N. Bluford Ave.
Ocoee, FL 34761
Attn: Russell Oliver
Unit: Kaiser S8 Gator

September 11, 2024

Great Southern Equipment is pleased to present to you the following quote. Contract Prices based on Florida Sheriffs Association & Florida Association of Counties, Contract Bid FSA23-EQU21.0. All Terrain Walking Excavator, Item 64:

			<u>Contract Price</u>
One New Kaiser Walking Excavator Model S8 Gator Base Machine Includes 60" Ditching Bucket, A/C, Manufacturer's Pre-Delivery Inspection, Delivery to Customer And all other items covered as standard			\$474,308.00
<u>Additional Options:</u>			
Central Lubrication			\$16,895.00
Panolin Bio Oil			\$3,088.00
Rotoline Aux. Hyd. Pump & Circuit			\$12,453.00
<u>Non Listed Options:</u>	<u>List Price</u>	<u>Less 4%</u>	<u>Contract Price</u>
Lower Window Guard			Included
Extended PT+H Warranty 7 yr/ 5,000 hours			\$6,355.00
Total Contract Price			\$513,099.00

****Pricing Valid for 60 Days**** Thank you for considering Great Southern Equipment Co. If you have any questions, please do not hesitate to call.

Best Regards,

Ki Frontario
Territory Sales Manager
(407) 768-7448



Meeting Date: October 15, 2024

Item #: 9

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval to Surplus and Replace Air Conditioning System (HVAC) for Jim Beech Recreation Center. (Assistant Public Works Director Gajadhar)

Background Summary:

The approved Facilities Maintenance Division capital budget includes a replacement HVAC unit for the Jim Beech Recreation Center, located at 1820 A D Mims Rd. The current unit failed in May 2024. Due to the nature of the recreation center's use, Public Works requested and received City Manager approval for the rental of a temporary, portable unit, until a new permanent unit is installed. Because of the long industry lead times to receive a custom 40-ton unit, Public Works solicited an emergency bid from our current HVAC maintenance contractor, Apple Air Conditioning and Heating, Inc. for the amount of \$125,000, and utilized a letter of intent in order to secure its delivery. Public Works reviewed the proposal and found the costs to be in line with current industry standards.

Public Works is requesting Commission approval to award the work to our current HVAC maintenance contractor, Apple Air, at their proposal cost of \$125,000, which is within the budget. Public Works would also like approval to surplus the old Trane HVAC unit, which will be disposed of by Apple Air.

Issue:

Should the Honorable Mayor and City Commissioners approve replacement of the HVAC unit at the Jim Beech Recreation Center, located at 1820 A D Mims Rd., and approve the surplus of the old Trane unit?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve awarding the replacement of the HVAC unit to Apple Air and Heating, Inc., for \$125,000 and authorizing the City Manager and staff to approve additional work up to the limit of his purchasing authority for each change order, and up to the allowable budget for unforeseen conditions. Staff also recommends approval to surplus the old HVAC unit, with Apple Air handling the disposal.

Attachments:

1. Apple Air Proposal

Financial Impacts:

The project is adequately funded in the 2024/2025 capital projects budget.

Type of Item: Consent



19240 US 27
Clermont, FL 34715
407-654-3777
www.appleac.com

BID

PROJECT INFORMATION:

PROJECT: CITY OF OCOEE /JIM BEECH REC. CENTER
1820 A.D. MIMS RD
OCOEE, FL 34761
RVALENTIN@CI.OCOEE.FL.US
407-509-2594

Date: 10/03/24

SCOPE

- 1.PROVIDE AND INSTALL NEW 40 TON CARRIER PACKAGED UNIT WITH CRANE.
- 2.REPLACE ALL HORIZONTAL METAL DUCTWORK ON THE SYSTEM.
- 3.REPLACE CONDENSATION DRAINLINE.
- 4.BRING ANY ELECTRICAL FITTINGS UP TO CODE AS NEEDED.
- 5.INSTALL NEW CARRIER COMMERCIAL WIFI THERMOSTAT.

SUPPLIED:

PKG1 RTPF 1 50A4B040BRE641EE Packaged Rooftop Cooling Unit

- Constant Volume, Horizontal Unit with ComfortLink Controls
- Puron Refrigerant
- 36 KW Electric Heat
- Nominal Tons: 40 Tons, 460-3-60
- Economizer: EconoMi\$er
- Round Tube Plate Fin - Precoated Fin Condenser, Al/Cu Evaporator
- Galvanized Drain Pan
- 2-inch Filter Track
- Premium Efficiency Motor 25 Hp

- Control Options: Return Air CO2 Sensor
- PKG1 RTPF 2 CRHUMDSN001B00 Outdoor or Return Air RH Sensor
 PKG1 RTPF 1 33CONNECTSTAT CONNECT WI-FI COMMERCIAL THERMOSTAT
 PKG1 RTPF 1 4850A-ST1 Start-up First Unit by factory technician
 PKG1 RTPF 1 4850A-035-050-SL First year labor by factory technician
 PKG1 RTPF 1 4850A-035-050-RC5 Compressor Years 2-5 Parts Only Warranty

NOT SUPPLIED:

GAS LINES
 GAS VALVES
 DUCT WORK
 AIR BALANCE
 PAINTING
 PATCHING
 ELECTRICAL

WARRANTY:

FIRST YEAR LABOR BY FACTORY TECHNICIAN
 COMPRESSOR 2 YEARS
 1 YEAR PARTS ONLY WARRANTY

CONDITIONS OF BID:

Our bid is based on the above qualifications and the scope of work.

If any items are changed, we must re-evaluate our bid.

This bid is good for 30 days after which time we reserve the right to review and modify our pricing, if necessary.

100% upon completion

Heating, Venting and Air Conditioning

BID PRICE : \$125,000.00

SIGNATURE _____ DATE _/ _/ _

We wish to thank you for the opportunity to bid and look forward to servicing your HVAC needs on this project.

Sincerely,
 Apple Air Conditioning & Heating, Inc.
 Peter Lattner, Jr. President

STAFF REPORT

Meeting Date: October 15, 2024
Item #: 10

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Rebuild Bar Screen #1 at the City of Ocoee Wastewater Treatment Plant (WWTP). (Acting Utilities Director Bolling)

Background Summary:

The approved City of Ocoee Budget for Fiscal Year 2024-2025 includes \$115,000.00 to rebuild Bar Screen #1 at the WWTP. Staff contacted FilterONE USA, Inc., a division of Parkson Corporation, the original manufacturer and sole source vendor for the current bar screen, and obtained a quote of \$89,817.00 for the rebuild.

Issue:

Should the Honorable Mayor and City Commissioners approve to rebuild Bar Screen #1 at the WWTP with Parkson Corporation, at a cost of \$89,817.00?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the rebuild of Bar Screen #1 at the WWTP by contracting with Parkson Corporation, at a cost of \$89,817.00, and to approve Parkson Corporation as the Sole Source Vendor for bar screen parts and repairs at the WWTP. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Quote
2. Sole Source Vendor Form

Financial Impacts:

None as this purchase is adequately funded in the FY 24-25 budget.

Type of Item: Consent

**CORPORATE OFFICE**

1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182



Quotation

NUMBER: B02011597 Rev 1

DATE: September 11, 2024

TO: Ocoee WWTF

REF.: Project Name: Ocoee WWTF
Project Location: Ocoee, FL
Original Serial #: 2014050
Rebuild #: n/a
Specification Sec.: n/a

Attn: Bruce Chiesa
Tel: 407-353-6417
Fax:
E-Mail: bchiesa@ocoe.org

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this **Rebuild/Retrofit Quotation** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

Existing Units: 1
Unit #: 2014050
Model: Inflomax

1.A Existing Equipment:

Description

Screen Width: 2'-10.5"
Solids Discharge Height: 8 ft.
[as measured from the bottom of the channel to the discharge point]
Screen Angle: 75 °
Screen Opening: 6 mm
Application / Industry: Municipal

Materials of Construction

Elements: high impact polycarbonate alloy
Frame: 304 SS
Conveyor Chain: 304/410
Filter Element Shafts: 304 SS
Side Plate: high impact phenolic

1.B The following parts are recommended for replacement on one (1) unit:

2014050 Inflomax	B02011597
Ocoee WWTF	
AG-MN-A 2'-10-1/2"x8'DH, 304ss, 6mm	
<u>Item Description</u>	<u>Quantity</u>
Crane	2
Motor, Baldor, 2HP	1
Rotating Brush	1
Rotating Guide Rail	1
Upper Guide Rail, 304ss	2
Lower Guide Rail, 304ss	2
Rail, front	6
Rail, rear	4
Discharge Chute Pan Seal, UHMW	1
Side Seals , Neoprene	2
Flange Bearing, Brush	2
Bearing, Rotating Rail	2
Flange Bearing, Drive shaft	1
Front Seal Brushes 1A-6262	
Brush, 2"	1
Brush, 3"	1
Clips	
Nameplates & Labels set	1
Crane	2
<u>Screen Assembly</u>	
Side Plates 1A-5766	160
Spacer Washer	160
Conveyor Chain	160
Filter Shaft, solid, (total 80 shafts)	80
Snap Rings 3/4	160
Filter Elements 6mm	3280



ITEM 2 OFFERINGS - PURCHASE PRICE

2.A **Parkson Certified On-site Rebuild with OEM Parts & Technicians (Per Unit)**\$89,817.00 USD

1. Customer/owner is responsible for thoroughly cleaning, pressure washing and disinfecting the unit prior to rebuild.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is included.
5. Parkson to supply crane.
6. Customer to disconnect electrical prior to rebuild.
7. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
8. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,400 per day plus travel and living expenses.

ITEM 3 OPTIONS FOR EXISTING UNITS(S) ONLY

1. Add/Deduct..... USD

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule

- Submittal Phase not required on this project.
- Parts availability: 14-16 weeks following receipt of acceptable written Purchase Order. The Parkson Project Manager will coordinate shipment of the unit to and from the factory with the customer for factory rebuilds.
- Field/on-site rebuild will be accomplished within 4 – 6 weeks after parts are delivered to customer, but in no event later than 90 days.
- Rebuild must be completed within 90 days after parts arrive on-site.

4.B Validity:

Price is valid for sixty (60) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.



4.C Payment Terms:

20% net 30 days upon approved PO, 70% net 30 days upon shipment of parts to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

ITEM 5 WARRANTY, DRAWINGS & MANUALS

5.A Mechanical Warranty:

1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by an on-site certified rebuild.
2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | |
|------------------------|--------------|
| 1. Approval Drawings: | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals: | Not required |

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/AFRM-terms.pdf>

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.



BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Disassembling from adjoining equipment / electrical / controls
- Disconnecting shower water connections and water supply
- Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel)
- Removing piping connections, platforms, gratings and railings unless stated otherwise
- Removing any other auxiliary equipment or service not detailed above
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
 1. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum $\frac{3}{4}$ " plywood and ensure it is properly secured.
 2. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
 3. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

Customer must Provide

- At a minimum a forklift.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].

NOTE REGARDING PREVAILING WAGES: Parkson, as the original equipment manufacturer, will be servicing/reconditioning its own proprietary equipment, which service may contain our proprietary trade secrets and knowhow. No craft or trade would be appropriate for apprentices related to this work. If the awarding body requires apprenticeship coverage, then Parkson would need to amend its quoted pricing and completion time



- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Carlos Robaina

Accepted By: (Herein called the Buyer)

PARKSON CORPORATION

1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

A handwritten signature in black ink, appearing to read "Marty Unger", is written over a horizontal line.

Name: Marty Unger
Title: Regional Sales Manager
Phone: 954 383-1757
E-Mail: munger@parkson.com
Fax: 954-252-3775
Date: 9-11-2024

Title:
Date:

Local Rep:

cc: Edna Sugden

Aqua Guard Rebuild 9/26/2018 supersedes 06/09/17



1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969
Phone 1.888.PARKSON
Fax 954.974.6182

Page 1

Sole Source Letter

To:	Bruce Chiesa	Date:	September 12, 2024
Company:	Ocoee WWTF 1810 A D Mims Rd Ocoee, FL 34761	From:	Marty Unger
Tel:	407-353-6417	Tel:	954-383-1757
Fax:		Fax:	954-252-3775
Email:	BChiesa@ocoee.org	Email:	munger@parkson.com
# Pages:	1	Cc:	
Subject Project:	Inflomax		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts. In addition, Parkson is the only company with certified technicians capable of rebuilding/working on the subject product.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Marty Unger
Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Mumbai

www.parkson.com
technology@parkson.com

Rev 4 AF-008

STAFF REPORT

Meeting Date: October 15, 2024
Item #: 11

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance Amending Section 5-3 of the Code of Ordinances for Qualification of Candidates. (City Clerk Sibbitt)

Background Summary:

The First Reading of the Ordinance was held on October 1, 2024.

Before the charter amendments were placed on the ballot, discussions at the June 20, 2023, Charter Review Commission (CRC) meeting between the Charter Review members and the Board Facilitator led to the proposal and approval of an ordinance to amend Section 5-3. This amendment requires a candidate to furnish proof of at least one-year of residency to the City Clerk, and for the City Commission to set the qualifying period for candidates to no time prior to 12:00 noon on the first Friday in December to no time later than 12:00 noon on the second Friday in December, prior to an election that shall take place in March, or such other five (5) business days established by the City Commission, by resolution, for a regular, special, or general election. Following further discussion and approval by the CRC, additional language was included to require all candidates for City government office to consent to a background check. The background check will be done to verify the candidate's residency and to establish that the candidate has not been convicted of any felony that would disqualify the candidate from holding office under Article VI, Section 4 of the Florida Constitution. These proposed procedures will be in addition to any other remedies under the law, including after any person assumes elective office.

On March 19, 2024, the qualified voters of the City of Ocoee approved the amendments to Section C-11 of the City Charter (Eligibility, Residency Requirement and Proof), and approval of this proposed ordinance will streamline the procedures required for qualification of candidates.

Issue:

Should the Honorable Mayor and City Commissioners adopt the ordinance to amend Section 5-3 Qualification of Candidates of the City Code?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners adopt the ordinance to amend Section 5-3 Qualification of Candidates of the City Code.

Attachments:

1. Ordinance
2. Business Impact Estimate

3. Advertisement

Financial Impacts:

None.

Type of Item: Second Reading Public Hearing

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-3 OF THE CODE OF THE CITY OF OCOEE PERTAINING TO THE PROOF REQUIRED FOR MEETING THE ONE (1) YEAR RESIDENCY REQUIREMENT FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER; ESTABLISHING THAT CANDIDATES MUST CONSENT TO A BACKGROUND CHECK TO VERIFY THEIR RESIDENCY AS REQUIRED BY THE CITY CHARTER AND QUALIFICATION TO HOLD OFFICE UNDER ARTICLE VI, § 4 OF THE FLORIDA CONSTITUTION; FOR ELECTIONS TO BE HELD IN MARCH, ESTABLISHING THE QUALIFYING PERIOD FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER BETWEEN NOON ON THE FIRST FRIDAY IN DECEMBER UNTIL NOON ON THE SECOND FRIDAY IN DECEMBER; AND AUTHORIZING THE CITY COMMISSION TO SET ANY OTHER FIVE (5) BUSINESS DAY QUALIFYING PERIODS BY RESOLUTION.

WHEREAS, the City of Ocoee (the "City") is vested with Home Rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes to conduct municipal government, and exercise any power for municipal purposes except as otherwise prohibited by law; and

WHEREAS, in an election held on March 19, 2024, the qualified voters of the City of Ocoee approved of amendments to § C-11 of the Ocoee City Charter (Eligibility, Residency Requirement and Proof), requiring that candidates for Mayor reside in the City for at least one (1) year before qualifying as a candidate, and that candidates for Commissioner reside in the district they seek to represent for at least one (1) year before qualifying as a candidate, and that the candidates should furnish to the City Clerk such proof of meeting the residency requirement as the City Commission may prescribe by ordinance;

WHEREAS, the City of Ocoee Charter Review Commission determined that it is preferable for qualified electors to vote on a successor to a Mayor or City Commissioner who has resigned to run for another office at the same election the resigning Mayor or City Commissioner is seeking the other office; however, a qualifying period in the January before the election does not allow sufficient time for notification and to hold a second qualifying period for candidates to run for the vacated office before the mailing of overseas and military ballots;

WHEREAS, on July 20, 2023, the Charter Review Commission thereupon recommended that the usual qualifying period for the offices of Mayor and City Commissioner take place between noon on the first Friday in December before the election and ending at noon on the second Friday in December before the election, and allow the City Commission discretion to establish by resolution a second five (5) business day qualifying period to fill the vacancy for the same election, or for other purposes, including any requirements of the Orange County Supervisor of Elections;

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

SECTION 1. Recitals. The foregoing recitals are incorporated as if set forth at length herein and are hereby made a part of this ordinance.

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, Chapter 166, Florida Statutes, and § C-49 of the Ocoee City Charter, which authorizes the City Commission to, by ordinance, provide for the conduct of elections and “election details.”

SECTION 3. Amendment to § 5-3 of the Code of the City of Ocoee (Qualification of

candidates). Section 5-3 of the Code of the City of Ocoee is amended as follows:

§ 5-3. Qualification of candidates.

- A. All candidates for election to office in City government, including an incumbent, shall qualify with the City Clerk by filing, on such form as may be required by the City Clerk. The form shall ~~qualification papers~~ designate the office for which the person is a candidate and shall include a consent to a background check to verify the candidate's compliance with the residency requirements of the City Charter. The background check shall also verify that the candidate has not been convicted of a felony that would disqualify the candidate from holding office under Article VI, § 4 of the Florida Constitution. A candidate's signature on the form shall acknowledge an understanding that the results of a background check shall be made available to the City Manager, City Commission, and also will be made available to the members of the public upon request, in compliance with Chapter 119, Florida Statutes. Such qualification papers shall be accompanied by the qualifying fee provided for in § 5-4 of the City Code.
- B. A candidate for Mayor shall furnish to the City Clerk proof of at least one-year of residency in the City and a candidate for City Commissioner shall furnish to the City Clerk proof of at least one-year of residency in the District in which the candidate is running.

Such proof of residency shall consist of a statement sworn-to under penalty of perjury and further consist of a voter registration card, a government-issued photo identification card, and at least one (1) of the following: a deed, lease, utility bills, or other clear and convincing documentary proof.

C. For an election that shall take place in March, such qualification papers shall be filed and the qualifying fee paid at any time after 12:00 noon on the day which is the first Friday in December prior to the date scheduled for the election ~~five business days (excluding weekends and holidays)~~ prior to the date which is ~~46~~ calendar days prior to the scheduled date of the regular municipal election of the year in which the election for such office is scheduled, but not later than 12:00 noon on the date which is the second Friday in December prior to the date scheduled for the election for such office. ~~46~~ calendar days prior to the scheduled date of the regular municipal election of the year in which the election for such office is scheduled The City Commission may establish such other five (5) business day qualifying period for a regular, special, or general election by resolution. Should the last day upon which said qualification papers may be filed fall on a ~~weekend or another~~ day upon which the City Clerk's office is not open for business, then the deadline for said person to file qualification papers shall be extended to 12:00 noon on the next day on which the City Clerk's office is open for business.

- D. Upon receipt of the consent forms for the qualifying period, the City Clerk shall order a background check on all candidates for Mayor and City Commissioner with respect to each candidate's residency in the City of Ocoee and any felony criminal background.
- E. The foregoing procedure is in addition to any other remedies under the law, including after any person assumes elective office.

SECTION 4. Codification & Corrections. In codifying the foregoing amendment to § 5-3 of the Code of the City of Ocoee, any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and similar like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the City Charter may be freely made.

SECTION 5. Directions to City Staff. City Staff, including the City Clerk, under the direction of the City Manager, are directed and authorized to take such actions as are necessary and advisable to effect and carry out this Ordinance.

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, severed, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Conflict. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 8. Effective Date. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2024
READ FIRST TIME _____,
2023.
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

S:\AKA\CLIENTS\Ocoee, City of\Elections 0164-27500\Ordinance Establishing Proof of Residency for Candidates\Ordinance Amending Sec. 5-3 of the City Code (Qualification of Candidates) (Post Amendment Approval) - rsg - 9 27 24.docx

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-3 OF THE CODE OF THE CITY OF OCOEE PERTAINING TO THE PROOF REQUIRED FOR MEETING THE ONE (1) YEAR RESIDENCY REQUIREMENT FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER; ESTABLISHING THAT CANDIDATES MUST CONSENT TO A BACKGROUND CHECK TO VERIFY THEIR RESIDENCY AS REQUIRED BY THE CITY CHARTER AND QUALIFICATION TO HOLD OFFICE UNDER ARTICLE VI, § 4 OF THE FLORIDA CONSTITUTION; FOR ELECTIONS TO BE HELD IN MARCH, ESTABLISHING THE QUALIFYING PERIOD FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER BETWEEN NOON ON THE FIRST FRIDAY IN DECEMBER UNTIL NOON ON THE SECOND FRIDAY IN DECEMBER; AND AUTHORIZING THE CITY COMMISSION TO SET ANY OTHER FIVE (5) BUSINESS DAY QUALIFYING PERIODS BY RESOLUTION.

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):

This ordinance pertains to proof required for meeting the one-year residence requirement for Mayor and City Commissioner candidates, as well as requiring candidates to give consent to a background check, and establishing a set qualifying period.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

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

N/A

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

None

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

**CITY OF OCOEE
PUBLIC HEARING**

A Public Hearing before the **Ocoee City Commission** will be held **Tuesday, October 15, 2024 at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-3 OF THE CODE OF THE CITY OF OCOEE PERTAINING TO THE PROOF REQUIRED FOR MEETING THE ONE (1) YEAR RESIDENCY REQUIREMENT FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER; ESTABLISHING THAT CANDIDATES MUST CONSENT TO A BACKGROUND CHECK TO VERIFY THEIR RESIDENCY AS REQUIRED BY THE CITY CHARTER AND QUALIFICATION TO HOLD OFFICE UNDER ARTICLE VI, § 4 OF THE FLORIDA CONSTITUTION; FOR ELECTIONS TO BE HELD IN MARCH, ESTABLISHING THE QUALIFYING PERIOD FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER BETWEEN NOON ON THE FIRST FRIDAY IN DECEMBER UNTIL NOON ON THE SECOND FRIDAY IN DECEMBER; AND AUTHORIZING THE CITY COMMISSION TO SET ANY OTHER FIVE (5) BUSINESS DAY QUALIFYING PERIODS BY RESOLUTION.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 11-1 OF THE CITY OF OCOEE CODE OF ORDINANCES; REVISING THE START TIME FOR REGULAR CITY COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be 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 at 407-905-3105 at least two days prior to the date of hearing.

October 3, 2024

24-03226W



Meeting Date: October 15, 2024
Item #: 12

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance Amending Section 11-1 of the Code of Ordinances for Regular City Commission Meetings. (City Clerk Sibbitt)

Background Summary:

The First Reading of the Ordinance was held on October 1, 2024.

This ordinance change is being proposed in light of recent modifications to the City Charter that removed the official start time for the swearing in and to grant the City Commission the flexibility to determine meeting times as needed. Situations may arise that require adjustments to meeting times, such as scheduling conflicts, public interest, or significant agenda items. According to Section C-13 of the City of Ocoee City Charter, the City Commission has the authority to establish the timing for regular meetings through ordinance or resolution. On May 16, 2017, the City Commission adopted an ordinance that adjusted the start time from 7:15 p.m. to 6:15 p.m., which took effect during the first regular City Commission meeting in June 2017.

The proposed amendment to Section 11-1 of the City of Ocoee Code of Ordinances will state: "The regular meetings of the City Commission of the City of Ocoee shall be held on the first and third Tuesday of each month at such time as approved by the City Commission, as well as at any additional times called for by resolution of the City Commission. Regular meetings shall be held at a location deemed appropriate by the City Commission."

Issue:

Should the Honorable Mayor and City Commissioners approve an ordinance amending Section 11-1 of the Code of Ordinances for Regular City Commission meetings?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an ordinance amending Section 11-1 of the Code of Ordinances for Regular City Commission meetings.

Attachments:

1. Ordinance
2. Business Impact Estimate
3. Advertisement

Financial Impacts:

None.

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2024 -

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA,
AMENDING SECTION 11-1 OF THE CITY OF OCOEE CODE OF
ORDINANCES; REVISING THE START TIME FOR REGULAR
CITY COMMISSION; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Ocoee City Charter allows the City Commission of the City of Ocoee (“City Commission”) to establish meeting times by ordinance or resolution; and

WHEREAS, the City Commission may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City Commission of the City of Ocoee desires to amend Section 11-1 of the City of Ocoee Code of Ordinances to amend the start time for regular City Commission meetings; and

WHEREAS, the City Commission in good faith determines that this Ordinance is in the best interest of the City and its residents and promotes the health, safety, and welfare of the public.

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

SECTION 1. **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 Chapter 166, Florida Statutes.

SECTION 2. **Amendment of Section 11-1.** Section 11-1 of the City of Ocoee Code of Ordinances is hereby amended as follows with strikethroughs showing deletions and underlines showing additions:

Section 11-1. - Regular City Commission meetings.

The regular meetings of the City Commission of the City of Ocoee shall be held on the first and third Tuesday of each month at ~~6:15 p.m.~~ such time as approved by the City Commission and such other regular meetings as may be called for by resolution of the City Commission. Regular meetings of the City Commission of the City of Ocoee shall be held at such location as the City Commission deems appropriate.

SECTION 3. **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 4. Codification. It is the intention of the City Commission of the City that the provisions 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 5. Effective Date. This Ordinance shall become effective immediately upon passage and adoption.

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 Gellar, City Attorney

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 11-1 OF THE CITY OF OCOEE CODE OF ORDINANCES; REVISING THE START TIME FOR REGULAR CITY COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

This ordinance gives the City Commission the flexibility to change meeting start times, as needed.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

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

None

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):

**CITY OF OCOEE
PUBLIC HEARING**

A Public Hearing before the **Ocoee City Commission** will be held **Tuesday, October 15, 2024 at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 5-3 OF THE CODE OF THE CITY OF OCOEE PERTAINING TO THE PROOF REQUIRED FOR MEETING THE ONE (1) YEAR RESIDENCY REQUIREMENT FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER; ESTABLISHING THAT CANDIDATES MUST CONSENT TO A BACKGROUND CHECK TO VERIFY THEIR RESIDENCY AS REQUIRED BY THE CITY CHARTER AND QUALIFICATION TO HOLD OFFICE UNDER ARTICLE VI, § 4 OF THE FLORIDA CONSTITUTION; FOR ELECTIONS TO BE HELD IN MARCH, ESTABLISHING THE QUALIFYING PERIOD FOR CANDIDATES FOR THE OFFICES OF MAYOR AND CITY COMMISSIONER BETWEEN NOON ON THE FIRST FRIDAY IN DECEMBER UNTIL NOON ON THE SECOND FRIDAY IN DECEMBER; AND AUTHORIZING THE CITY COMMISSION TO SET ANY OTHER FIVE (5) BUSINESS DAY QUALIFYING PERIODS BY RESOLUTION.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING SECTION 11-1 OF THE CITY OF OCOEE CODE OF ORDINANCES; REVISING THE START TIME FOR REGULAR CITY COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be 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 at 407-905-3105 at least two days prior to the date of hearing.

October 3, 2024

24-03226W

STAFF REPORT

Meeting Date: October 15, 2024
Item #: 13

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Land Agreement to Sell City-Owned Property. (Assistant City Manager Rumer)

Background Summary: On July 16, 2024, the City Commission unanimously authorized staff to proceed with a contract for the sale of City-owned property identified as 1 Taylor St. Per this authorization, attached for your approval is a Land Agreement that facilitates the transfer of city-owned land and the transfer of land owned by the Thomas Milton West Trust. A portion of this property is needed for right-of-way improvements to the W. Oakland Avenue construction project. In lieu of negotiating a "Public" taking with the City's Eminent Domain Attorney, the Thomas Milton West Trust is willing to deed the entire property as part of the proposed transaction. While under City ownership, the property was rezoned from I-1 Light Industrial to C-2 Commercial. This will ensure the property is permitted to develop as a restaurant, retail or other commercial use appropriate in a downtown. The Land Agreement provides for the following:

- 1) The Thomas Milton West Trust agrees to deed the City the entirety of 200 W Oakland Avenue (0.14 acres, parcel ID #17-22-28-6144-01-081).
- 2) The Thomas Milton West Trust agrees to pay the City \$25,000.00.
- 3) The City of Ocoee agrees to deed Thomas Milton West Trust the entirety of 1 Taylor Street (0.21 acres, parcel ID #18-22-28-0000-00-049).
- 4) The City agrees to transfer ownership of the following surplus equipment listed below to Thomas Milton West Trust:

	City ID #	Year	Make	Model	Serial/VIN #	Miles/Hours	Accessories
	#105	2006	Ford	F-250	1FTNF20576ED27115	65,067	Utility Body
	#181	2006	Ford	F-450	1FDXF47PX7EA36620	554,085	Dump Body
	#717	2005	John Deere	Gator	W04X2SD008728	939	
	#988	2012	Vermeer	BC1500	1VR2161V9C1002878	2,215	

- 5) The Thomas Milton West Trust agrees to provide a perpetual public parking easement over the property for

any future development of the site.

6) The Thomas Milton Trust will be responsible for paying all costs for the future connection to the sewer system on W. Oakland Avenue.

City staff is in discussions with the purchaser for a restaurant use that will compliment the downtown and provide public surface parking after hours.

Issue:

Should the Honorable Mayor and City Commissioners approve a Land Agreement to Sell City-Owned Property?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Land Agreement to Sell City-Owned Property.

Attachments:

1. Land Exchange Agreement
2. Boundary Survey
3. Advertisement

Financial Impacts:

City to receive \$25,000.00 in General Fund proceeds.

Type of Item: Public Hearing

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the “**Agreement**”) is made and entered this ____ day of _____, 2024 (“**Effective Date**”) by and between CITY OF OCOEE, a Florida municipal corporation (“**City**”), and THOMAS MILTON WEST, as Trustee of the Thomas Milton West Trust dated December 5, 2013, as amended (“**Trust**”). City and Trust are sometimes referred to herein as a “**Party**” or, collectively as the “**Parties**.”

For and in consideration of Ten Dollars (\$10.00), the agreements made herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Current City Property.** City hereby agrees to convey, and Trust hereby agrees to accept, upon and subject to the terms and conditions herein set forth, **AS-IS**, the following property:

A. That certain real property owned by City having an address of 1 Taylor Street, Ocoee, Florida 34761 with Orange County tax parcel identification number 18-22-28-0000-00049 consisting of approximately 0.21 acres and all improvements, buildings and appurtenances thereon as more particularly described on **Exhibit “A”** attached to and incorporated into this Agreement by reference (“**City Property**”).

2. **Current Trust Property.** Trust hereby agrees to convey, and City hereby agrees to accept, upon and subject to the terms and conditions herein set forth, **AS-IS**, the following property:

A. That certain real property owned by the Trust having an address at 200 W Oakland Ave, Ocoee, Florida 34761 with tax parcel identification number 17-22-28-6144-01-081 consisting of approximately 0.112 acres and all improvements, buildings and appurtenances thereon as more particularly described on **Exhibit “B”** attached to and incorporated into this Agreement by reference (“**Trust Property**”).

3. **Consideration.**

A. In exchange for Trust conveying the Trust Property to City, City will convey the City Property to Trust plus the equipment listed below which personal property will be conveyed “as-is, where-is” without representation or warranty of any kind (collectively, the “**Trust Consideration**”):

<u>City ID #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN/Serial #</u>	<u>Miles/Hours</u>	<u>Accessories</u>
#105	2006	Ford	F-250	1FTNF20576ED27115	65,067	Utility Body
#181	2006	Ford	F-450	1FDXF47PX7EA36620	554,085	Dump Body
#717	2005	John Deere	Gator	W04X2SD008728	939	
#988	2012	Vermeer	BC1500	1VR2161V9C1002878	2,215	

B. In exchange for the City conveying the City Property to Trust, Trust will, in addition to conveying the Trust Property to City, pay City at Closing an additional sum of Twenty-Five Thousand Dollars (\$25,000.00)(collectively, the “**City Consideration**”). Additionally, upon

development of the City Property by Trust, its successor or assigns, any parking lot created will be open for use by the public during non-business hours of the applicable user without additional fees or cost to City or the public. This covenant and restriction will be contained in the deed of the City Property from City to Trust.

4. **Title to Property.** Within fifteen (15) days after the Effective Date, City, at its expense shall order and obtain ALTA Form B (Florida) title insurance commitments for title insurance for the City Property and Trust Property (“**Title Commitment**” and together, the “**Title Commitments**”), to be issued by Fishback Dominick as the Closing Agent and Title Agent. The Title Agent will cause copies of the Title Commitment, all documents of record which are listed as exceptions in the Title Commitment and the Survey, if applicable (collectively, the “**Title Materials**”) to be delivered to the Parties. The Parties shall deliver to the other Party any objections to the Title Materials (the “**Title Objections**”) within fifteen (15) days of receipt. Upon receipt of notice of any Title Objections, the non-objecting Party shall have fifteen (15) days after receipt of such Title Objections to satisfy or elect to cure or not cure such Title Objections. If the non-objecting Party fails or declines to satisfy the Title Objections within such 15-day period, then the objecting Party, at its option, which option shall be exercised within fifteen (15) days, may terminate this Agreement. All title matters and exceptions set forth in the Title Commitment which are not Title Objections, or which are thereafter deemed to be accepted or waived in writing by the Parties, are hereafter referred to as the “**Permitted Exceptions.**”

The City Property and the Trust Property shall be conveyed via general warranty deed, and shall be free and clear of all liens, easements, restrictions, and encumbrances except taxes and special assessments, if any, for the year of closing and subsequent years, and the Permitted Exceptions. Owners’ policies of title insurance pursuant to the Title Commitments shall be issued at Closing. The title insurance policies will be issued at a value to be agreed upon by the Parties.

5. **Conditions Precedent to Closing.** City and Trust will each have thirty (30) days (the “**Inspection Period**”) to inspect the applicable Properties and through their agents, consultants, employees and engineers, enter into and upon the Properties for the purpose of making such surveys, maps, drawings and the collection of engineering data the Parties may, in their sole discretion require during the period of this Agreement. If any material damage is done to either Property by activities of a Party, the Party causing such damage shall return the applicable Property to the same or similar condition as it was prior to the Effective Date. Prior to the expiration of the Inspection Period, either Party may elect to terminate this Agreement for any reason, or no reason, by providing written notice to the other Party. In the event neither Party timely terminates this Agreement prior to the expiration of the Inspection Period, this Agreement will no longer be terminable and the Parties will proceed to Closing.

6. **Closing Costs:**

a. Trust shall pay the recording fees and documentary stamp taxes on the deeds and other documents to be recorded to effectuate the Closing.

b. Trust shall pay the premium for the Owner’s policy of title insurance for the Trust Property and the City Property at the agreed upon value.

c. City and the Trust are each to bear their own due diligence costs.

d. City and the Trust are each to bear their own attorneys' fees and costs.

7. **Closing.** The sale, purchase and exchange of the City Property and the Trust Property shall be consummated simultaneously at a closing (the "**Closing**") to be held at the offices of Fishback Dominick and may be closed as a "mail away" by either Party. The Closing shall occur on or before fifteen (15) days after the expiration of the Inspection Period (the "**Closing Date**"). Real estate taxes and assessments will be prorated as of the date of Closing with each Party responsible for the time in which it owned its Property.

8. **Commissions.** The Parties warrant and represent to each other that they have not employed or dealt with any real estate agent or broker relative to the sale and purchase of the properties. Each Party hereby agrees to indemnify and hold harmless, to the extent allowed by law, the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any agents or brokers with whom such Party may have dealt.

9. **Representations and Warranties and Covenants.**

a. City and Trust each warrant to the other that there are no facts known materially affecting the value of the City Property and Trust Property which are not readily observable or which have not been disclosed, including but not limited to petroleum, hazardous waste and other environmental contamination.

b. City and Trust each warrant to the other that City and Trust are in sole constructive or actual possession of the City Property and Trust Property, respectively, and no other person or entity has any right to possession, or asserts any claim of title or other interests in it.

c. To the best of City and Trust's knowledge, there are no assessments that are now liens on the City Property or the Trust Property, or other liens not shown in the public records. To the best of City and the Trust's knowledge, there are no judgments, claims, disputes, demands or other matters pending against City or Trust that could attach to the City Property and the Trust Property, or affect title or any part thereof, or does or could prohibit or make unlawful the consummation of this transaction, or render the City and the Trust unable to consummate this transaction.

d. City and Trust each warrant to the other that there have been no improvements made upon the City Property and the Trust Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

e. It is a closing condition that to the best of City and Trust's knowledge, the representations and warranties contained in this Agreement will be true on and as of the Closing Date with the same effect as though those representations and warranties have been made on and as of that date. The Parties shall execute affidavits at closing agreeing that the representations and warranties herein are true on and as of the Closing Date and that such warranties survive the Closing Date.

10. **Default.** If the Parties fail to perform any of the covenants of this Agreement, the non-defaulting Party shall (i) have the right to terminate this Agreement; or (ii) seek specific performance of this Agreement. An action for specific performance must be brought within one (1) year of the date of

the first known default of this by the defaulting Party The prevailing Party in any lawsuit filed concerning the breach of this Agreement shall be entitled to reimbursement of reasonable attorneys' fees and reasonable litigation costs incurred in such lawsuit against the non-prevailing Party.

11. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and venue shall be proper in Orange County, Florida.

12. **Miscellaneous.** This Agreement contains the sole and entire understanding between the Parties and with respect to the transactions contemplated by this Agreement, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the Parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect unless by a written Agreement executed by or on behalf of the Parties to this Agreement in the same manner as this Agreement is executed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted between the Parties via facsimile or electronic transmission, and signatures transmitted by facsimile or electronic transmission shall be deemed originals and shall be binding upon the Parties.

13. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the Party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other Party its reasonable attorneys' fees and reasonable litigation costs incurred as a result of litigation.

14. **Notice.** All notices shall be in writing and shall be deemed to have been duly given at the time and on the date when personally delivered, transmitted via facsimile transmission or electronic transmission, or upon being deposited with a nationally recognized commercial courier for next day delivery, to the addresses below. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such communication. By giving prior notice to all other Parties, any Party may designate a different address for receiving notices.

If to City: City of Ocoee
 Attention: Craig Shadrix, City Manager
 1 N. Bluford Avenue
 Ocoee, Florida 34761
 Email: cshadrix@ocoe.org

With a copy to: Fishback Dominick, LLP
 Attn: Richard S. Geller, City Attorney
 1947 Lee Road
 Winter Park, FL 32789
 Telephone: 407-581-9800
 Email: rgeller@fishbacklaw.com
 Telephone: 407-262-8400

If to Trust:

Attn: _____

Telephone: _____
Facsimile: _____
E-mail: _____

With a copy to:

Attn: _____

Telephone: _____
Facsimile: _____
E-mail: _____

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and all understandings and agreements concerning the Property heretofore held between these Parties are merged herein. The provisions in this Agreement shall inure to the benefit to and shall be binding upon the Parties and their respective heirs, successors and assigns and the legal representatives of their estates, as the case may apply. This Agreement may not be changed orally, but only by an agreement in writing signed by the Buyer and the Seller.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and sealed this Land Exchange Agreement, to be effective as of the Effective Date.

CITY:

CITY OF OCOEE, a Florida municipal corporation

Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

CITY ATTORNEY:

Richard S. Geller, Fishback Dominick LLP

TRUST:

THOMAS MILTON WEST, as Trustee of the Thomas
Milton West Trust dated December 5, 2013, as amended

Exhibit "A"
("City Property")

BEGIN AT THE NORTHEAST CORNER OF THE SW1/4 OF THE SE1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, THENCE WEST TO THE EASTERLY RIGHT OF WAY LINE OF TAYLOR STREET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WITHIN THE RAILROAD RIGHT-OF-WAY AND/OR RAILROAD BED.

ALSO LESS ANY PORTION LYING WITHIN KISSIMMEE AVENUE.

Exhibit "B"

("Trust Property")

THAT PART OF LOTS 7, 8 AND 9, BLOCK 1, MAP OF OCOEE, ACCORDING THE TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 100, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING EASTERLY OF TAYLOR STREET, SIMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, PAGE 126, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND NORTHWESTERLY OF CSX RAILROAD RIGHT OF WAY, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERLY RIGHT-OF-WAY OF SAID TAYLOR STREET AND THE NORTH LINE OF SAID LOT 7, BLOCK 1; THENCE RUN S89.26'44"E ALONG THE NORTH LINE OF SAID LOTS 7, 8 AND 9, BLOCK 1, 127.77 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CSX RAILROAD RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°55'13", A RADIUS OF 387.43 FEET, AN ARC LENGTH OF 107.65 FEET, A CHORD BEARING OF S48.08'15"W AND A CHORD DISTANCE OF 107.31 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE RUN N33°17'54"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 87.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.112 ACRES MORE OR LESS.

BOUNDARY SURVEY
SHEET 1 OF 2

DESCRIPTION:

THAT PART OF LOTS 7, 8 AND 9, BLOCK 1, MAP OF OCOEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 100, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING EASTERLY OF TAYLOR STREET, SIMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, PAGE 126, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND NORTHWESTERLY OF CSX RAILROAD RIGHT OF WAY, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERLY RIGHT-OF-WAY OF SAID TAYLOR STREET AND THE NORTH LINE OF SAID LOT 7, BLOCK 1; THENCE RUN S89°26'44"E ALONG THE NORTH LINE OF SAID LOTS 7, 8 AND 9, BLOCK 1, 127.77 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CSX RAILROAD RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°55'13", A RADIUS OF 387.43 FEET, AN ARC LENGTH OF 107.65 FEET, A CHORD BEARING OF S48°08'15"W AND A CHORD DISTANCE OF 107.31 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TAYLOR STREET; THENCE RUN N33°17'54"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 87.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.112 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF TAYLOR STREET AS BEING N33°17'54"W (ASSUMED).
4. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. TAYLOR STREET DOES NOT APPEAR TO BE IN LOCATION AS SHOWN ON THE MAP OF SIMS SUBDIVISION, PLAT BOOK F, PAGE 126, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE LOT DIMENSIONS SHOWN ON THE MAP OF OCOEE, PLAT BOOK A, PAGE 100, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, IN RELATION TO THE PHYSICAL LOCATION OF TAYLOR STREET ARE SHOWN HEREON.
6. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

JOB NUMBER: 24063.000	REVISIONS
SURVEY DATE: 8/13/2024	
FIELD BY: M.WEST	
FIELD BOOK: 2203	
PAGES: 49	
FIELD FILE: 23005TC.MJF	
DRAWING FILE: 24063.DWG	

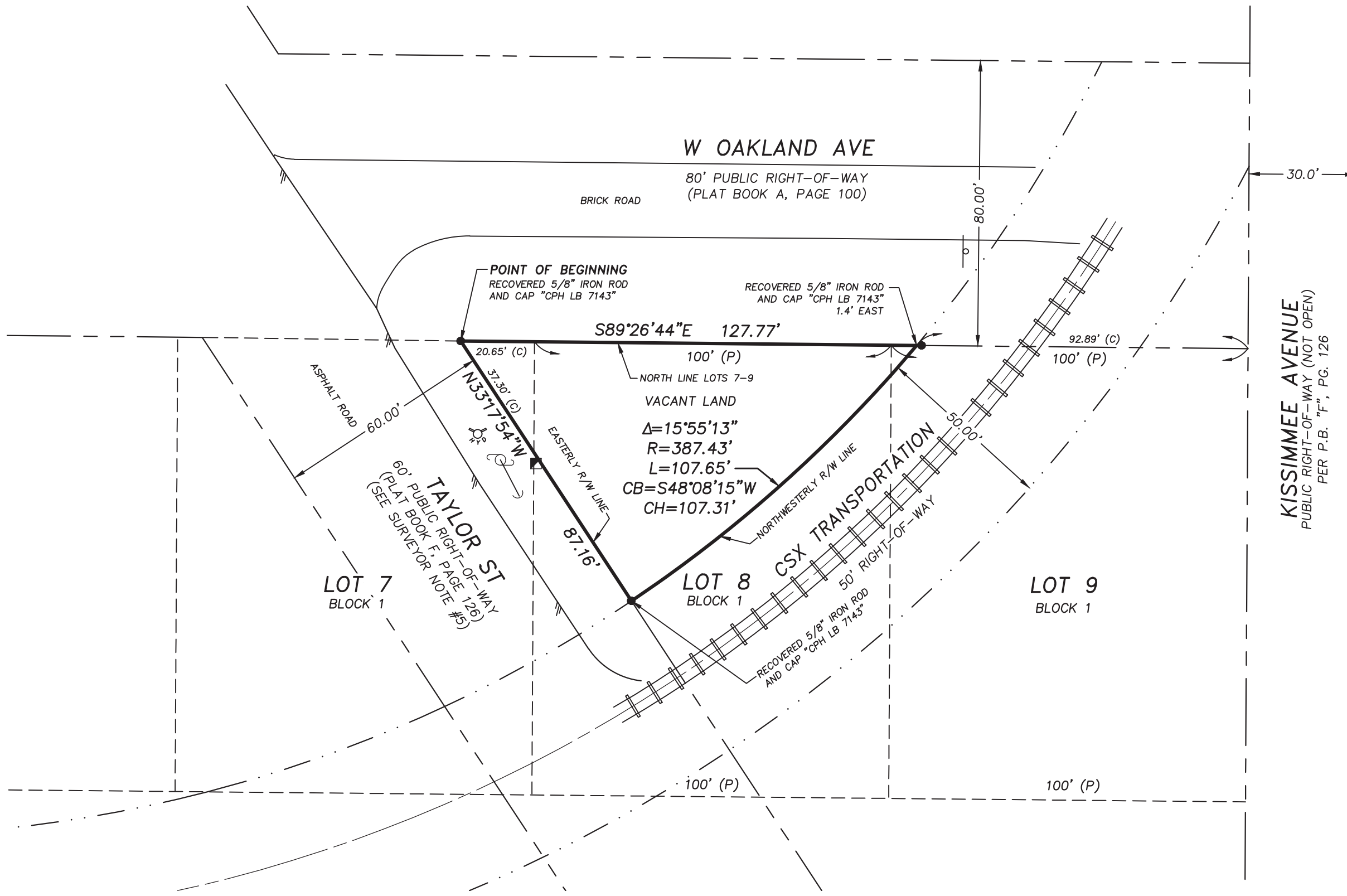
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ARON D. BISHMAN, P.S.M. 5668 ON AUGUST 1, 2024; THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17-062.



Digitally signed by
Aron Bishman
Date: 2024.08.28
13:04:20 -04'00'



CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760
Phone No. 407.905.8877



LEGEND/ABBREVIATIONS:

- △ CENTRAL ANGLE
- R RADIUS
- L LENGTH
- CH CHORD
- CB CHORD BEARING
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER
- (P) PLAT
- (C) CALCULATED
- R/W RIGHT-OF-WAY
- EDGE OF ASPHALT PAVEMENT
- WOOD POWER POLE
- GUY WIRE
- FIRE HYDRANT
- SIGN
- COMMUNICATION RISER

BOUNDARY SURVEY
SHEET 2 OF 2

JOB NUMBER: 24063.000

SURVEY DATE: 8/13/2024

DRAWING FILE: 24063.DWG



CERTIFICATE OF AUTHORIZATION LB 7274

301 N. TUBB STREET, SUITE 106
OAKLAND, FL 34760

Phone No.
407.905.8877

**NOTICE OF INTENT TO
SELL PROPERTY OWNED BY
THE CITY OF OCOEE**

Notice is hereby given that the City of Ocoee, Florida, will consider an offer for the exchange of real property owned by the City and valued at \$100,000 in exchange for \$25,000 and the property described below:

Property owned by the City of Ocoee to be conveyed:

Parcel No. 18-22-28-0000-00-049

.209 Acres Located at 1 Taylor Street, at the NE Corner of W. Mckey Street and
Taylor Street

Property to be conveyed to the City of Ocoee:

Parcel No. 17-22-28-6144-01-081

.143 Acres Located at 200 W. Oakland Ave, at the SE Corner of W. Oakland Ave
and Taylor Street

A public hearing will be held at the Tuesday, October 15, 2024, meeting of the City Commission of the City of Ocoee beginning at 6:15 P.M. or soon thereafter in the City Hall Commission Chambers located at 1 North Bluford Ave, Ocoee, FL 34761. All interested parties are invited to be heard during the public hearing portion of the meeting. City Hall is open to the public.

Melanie Sibbitt, City Clerk

October 3, 2024

24-03185W
