

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

January 7, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• **STATE OF THE CITY - 5:45 PM**

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

Legacy Events for Education Scholarship Recipient Update - **David Terry, President**

• **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 December 17, 2024. **(City Clerk Sibbitt)**
2. Approval of Elections Services Contract with the Orange County Supervisor of Elections and Allow Them to Open and Run Unquestionable Vote-By-Mail Ballots for the March 2025 General Municipal Election Utilizing the Orange County Canvassing Board Criteria. **(City Clerk Sibbitt)**
3. Approval of Authorization to Terminate Negotiations with Fortress Secured LLC for the Construction of a New Fire Station #38. **(Finance Director Roberts)**
4. Approval of Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement. **(Police Chief Ogburn)**
5. Approval of Utility Easement Agreements for Rewis Street Properties. **(Project Manager Tomlinson)**

• **FIRST READING OF ORDINANCE**

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

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

December 17, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

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

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

Absent: Commissioner Kennedy

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

• **PRESENTATIONS AND PROCLAMATIONS - None**

• **STAFF REPORTS AND AGENDA REVIEW 6:17 PM**

City Manager Shadrix expressed his disappointment over an email sent by Orange County Public Schools (OCPS) to parents in the community concerning the renewal of the School Resource Officers (SRO) agreement with several local cities. He shared information on the OCPS budget and requirements for safety of their students. **Police Chief Ogburn** provided additional details about the City's expenses for placing an SRO in the schools and highlighted that there are currently nine SROs assigned to Ocoee schools. He also addressed questions from the City Commission regarding the costs associated with the SRO program. **Mayor Johnson** commented on the school impact fees and taxes provided to the schools by local cities and encouraged residents to contact the Orange County School Board about this issue.

• **PUBLIC COMMENTS 6:37 PM**

The following persons addressed the City Commission:

- **Josh Given**, *Ocoee Resident*, shared his views on why the Commission should deny the development on Clarke and White Rd.
- **Jim Moyer**, *Ocoee Resident*, delivered a presentation on military history, specifically the U.S. Army, Navy, and Marines. He asked the Honorable Mayor and City Commissioners to consider a 250th anniversary celebration in 2025, coinciding with the City's Centennial event, to honor these branches and their veterans.
- **Ages Hart**, *Ocoee Resident*, expressed his disappointment with the School Resource Officer negotiations being held with Orange County Public Schools and expressed the importance of school safety.

• **CONSENT AGENDA 6:49 PM**

Consent Agenda Motion

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

1. Approval of Minutes from the Regular City Commission Meeting held December 3, 2024 and Final Budget Hearing held December 11, 2024. **(City Clerk Sibbitt)**
2. Approval of Reappointment to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(City Clerk Sibbitt)**
3. Approval of Third Amendment to the Development Agreement for The Regency at Ocoee. **(Assistant City Manager Rumer)**
4. Approval to Proceed with a Contract with Raftelis Financial Consultants, Inc. for a Municipal Impact Fee Study. **(Concurrency & Commitment Coordinator McFarlane)**
5. Approval of Second Amendment to Lease Agreement with TNXL Baseball Academy. **(Parks and Leisure Services Director Johnson)**

• **FIRST READING OF ORDINANCE- None**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:49 PM**

6. Second Reading of Ordinance for MDTL Enterprise LLC Property (Conservation Tract) Annexation; Project No. AX-10-24-01. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield provided a brief overview of the subject parcel, explaining that the property is eligible for annexation. She advised that the proposed annexation aims to support the protection and preservation of conservation and existing wetland areas, and will be dedicated to the City for wetlands mitigation and inclusion with floodplains. She further noted that the Planning and Zoning Commission considered this item at its November 12, 2024, meeting and made a recommendation of approval subject to a timing condition that the property be dedicated to the City at the time of project kickoff.

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 adopt Ordinance No. 2024-35, for MDTL Enterprise LLC Property (Conservation Tract) Annexation, Project Number AX-10-24-01, subject to staff's recommendation; moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Kennedy absent.

7. Second Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2024-007. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield explained that, per Florida Statutes, the Comprehensive Plan must include a Five-Year Schedule of Capital Improvements. She presented an overview of the proposed Five-Year Capital Improvements Plan, which aligns with the Fiscal Year 2024/2025 – 2028/2029 Budget approved by the City Commission. This plan includes only projects and improvements previously authorized by the City Commission.

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 adopt Ordinance No. 2024-36, for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements and Update the Capital Improvement Element (CIE); Project No. CPA-2024-007, subject to staff's recommendation; moved by Commissioner Oliver, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Kennedy absent.

• **PUBLIC HEARING** - None

• **REGULAR AGENDA 6:55 PM**

8. Acceptance of Rehab & Emergency Shelter Transport Bus from Central Florida Disaster Medical Coalition. **(Deputy Fire Chief Van Camp)**

Deputy Fire Chief Van Camp explained the details and benefits of acceptance of a mass casualty bus from the Central Florida Disaster Medical Coalition, in partnership with Lynx and Firstline, at no cost to the City. He further summarized the multiple functions the bus could be utilized for, the conversion proposed and covered by the Coalition, and the one-year time frame commitment required by the Fire Department. If approved, the bus will not be a staffed unit and can be declared surplus if deemed out of service, as there is no formal contract or agreement between the City and the Coalition.

Commissioner Firstner asked how the Fire Department was made aware of this partnership program, and if any other agency is a recipient of a bus. **Deputy Fire Chief Van Camp** addressed his question.

Commissioner Wilsen expressed concerns about the current mileage of the bus, as well as the associated maintenance and costs. **Deputy Fire Chief Van Camp** explained that the program could be discontinued, and the vehicle declared surplus if the City determines that the expenses are excessive. **Commissioner Wilsen** requested that, if approved, the Fire Department provide an update on the program at the end of the year.

Commissioner Oliver asked about the lifespan of a fire engine and the associated insurance costs. **Deputy Fire Chief Van Camp** provided information regarding the engine's lifespan but apologized for not having details on the insurance costs at that time. He further shared he would also like to see the cost benefit analysis at the end of the year.

Mayor Johnson inquired who would be driving the bus and if it would need to be staffed. **Deputy Fire Chief Van Camp** addressed his question. **Mayor Johnson** further expressed concerns

about the costs associated with accepting the bus and the existing EMS services available to City residents.

Motion: Move to accept the Rehab & Emergency Shelter Transport Bus from Central Florida Disaster Medical Coalition; however, should the expenditures exceed what is forecasted, the Fire Department will report such expenditures to the City Commission; moved by Commissioner Firstner, seconded by Commissioner Oliver;

Commissioner Wilsen sought Fire Chief Smothers' opinion on accepting the bus, and he responded to her inquiry. Discussion ensued about unexpected expenditures that may occur.

Motion carried 3-1 with Mayor Johnson opposing and Commissioner Kennedy absent.

• **COMMENTS FROM COMMISSIONERS 7:23 PM**

Commissioner Wilsen – Commented on the following:

- 1) Addressed H.R.8753, a Bill passed by the House of Representative, regarding unique ZIP Codes for certain communities, and for other purposes. She requested staff send a letter to the Legislative Delegation in support of this Bill. Additionally, she requested a letter be sent to the residents of Rose Hill encouraging them to reach out to the Legislative Delegation to support this Bill. She gave her approval to use her discretionary funds to cover the costs associated with staff sending the letters. **Consensus of the City Commission was to support the request for sending out letters.**
- 2) Wished everyone a Happy Holiday and urged everyone to be safe.

Commissioner Oliver – Commented on the following:

- 1) Commended the work being done on Clarke Road, stating that it will be beautiful when completed.
- 2) Announced the construction on McCormick Road, and the expansion of the West Orange Trail.
- 3) Updated the Commission on discussions he has had with Orange County Staff about the possibility of installing a traffic light at the intersection of McCormick and Apopka Vineland Road.
- 4) Read an inspirational quote and wished everyone a Happy Holiday.

Commissioner Firstner – Commented on the following:

- 1) Wished everyone a Merry Christmas, Happy New Year, and Happy Holidays and thanked the community for supporting the City and the City Commission.

Mayor Johnson – Commented on the following:

- 1) Announced that City Hall and all City Administrative Offices will be closed on Wednesday, December 25th and Thursday, December 26th in observance of the Christmas Holiday.
- 2) Announced that candidate qualifying ended on Friday, December 13th and an election will be held on Tuesday, March 11, 2025, for District 4 Commissioner and Referendum Ballot questions. District 2 Commissioner Rosemary Wilsen was unopposed, so no election will be held for that district.

Regular City Commission
December 17, 2024

- 3) Announced upcoming City event dates, times, and locations through January 2025.
- 4) Gave kudos to the Recreation Department for putting on an excellent Jolly Jamboree event this past weekend, and acknowledged the Ocoee Youth Council and City Clerk Team for assisting with serving at the Brunch with Santa event.

• **ADJOURNMENT 7:35 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: January 7, 2025
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Elections Services Contract with the Orange County Supervisor of Elections and Allow Them to Open and Run Unquestionable Vote-By-Mail Ballots for the March 2025 General Municipal Election Utilizing the Orange County Canvassing Board Criteria. (City Clerk Sibbitt)

Background Summary:

The Supervisor of Elections Office has submitted a contract for the March 11, 2025, General Municipal Election. Attached for your review is the 2025 Vote Processing Equipment Use and Elections Services Contract for Municipal Elections.

City staff requests approval to authorize the Supervisor of Elections to process all vote-by-mail ballots deemed non-questionable through the tabulator on Election Day (March 11th, after 9:00 a.m.). This approach will significantly reduce the workload for the Canvassing Board, as those ballots will be processed before their arrival. The Canvassing Board will then focus solely on reviewing and deciding on any vote-by-mail ballots flagged for issues, such as missing signatures or mismatched signatures, in accordance with the established criteria.

Issue:

Should the Honorable Mayor and City Commissioners approve the Elections Contract and allow the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on Election Day (March 11th after 9:00 a.m.) that are not questionable utilizing the Orange County Canvassing Board criteria?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the 2025 Vote Processing Equipment Use and Elections Services Contract for Municipal Elections to be in effect for the 2025 Election and approve the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator (March 11th after 9:00 a.m.) that are not questionable utilizing the Orange County Canvassing Board criteria.

Attachments:

1. 2025 Municipal Election Vote Processing Equipment Use and Elections Services Contract
2. Orange County 2024-2025 Canvassing Criteria

Financial Impacts:

The cost of the election is adequately funded in the City Clerk Department's Budget.

Type of Item: Consent



**2024-2025 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE AGREEMENT
AND ELECTIONS SERVICES CONTRACT
ORANGE COUNTY SUPERVISOR OF ELECTIONS**

*This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the _____, **Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").*

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on Election Date - General, if necessary, to be held on Election Date - Run-off, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services.

- 3.1 **DS300.** For each precinct, MUNICIPALITY shall pay SOE Three Hundred Dollars and no/100 Cents (\$300.00) for the program and maintenance of one (1) DS300 tabulator and One Hundred Fifty Dollars and no/100 Cents (\$150.00) for each additional identically programmed tabulator. For Early Voting, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program, maintenance, and operation of each DS300 tabulator that is identically programmed and operated as the Early Voting DS300 tabulators.

- 3.2 **ADA Equipment.** For each precinct, MUNICIPALITY shall pay SOE Two Hundred Fifty Dollars and no/100 Cents (\$250.00) for the program and maintenance of one (1) ADA Voting machine and One Hundred and Fifty Dollars and no/100 Cents (\$150.00) for each additional identically programmed machine. For Early Voting, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program, maintenance, and operation of each ADA machine that is identically programmed and operated as the Early Voting ADA machines.
- 3.3 **Vote-by-Mail Ballot Counting Equipment.** For each election, MUNICIPALITY shall pay SOE Three Hundred Fifty Dollars and no/100 Cents (\$350.00) for the program, maintenance, and operation of any DS950 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of tabulating time, election set-up and coordination, programming of high-speed ballot counting equipment, and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars and no/100 Cents (\$50.00) per hour.
- 3.4 **ePoll Books.** For each precinct, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for database setup and maintenance of two (2) ePoll books (check-in tablets) and one (1) HDOP tablet per precinct. Additional ePoll books will be charged at One Hundred Fifty Dollars and no/100 Cents (\$150.00) each.
- 3.5 **Repairs.** For any election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method.

- 4.1. **Tablets.** For each Early Voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Four Hundred Fifty Dollars and no/100 Cents (\$450.00) for the program and operation of two (2) check-in tablets and One Hundred Fifty Dollars and no/100 Cents (\$150.00) for each additional check-in tablet setup. Such a service fee includes the downloading or uploading of any necessary data. These charges are per election.
- 4.2. **Printers.** For each Early Voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred Seventy-Five Dollars and no/100 Cents (\$175.00) for the programming, configuration, and setup of any connected printer. These charges are per election.
- 4.3. **Delivery.** For each Early Voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Seven Hundred Dollars and no/100 Cents (\$700.00) for the delivery, setup and/or pickup of any Early Voting equipment. These charges are per election.

SECTION 5. Other Election Charges.

- 5.1. **Consumable Supplies.** For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars and no/100 Cents (\$150.00) for each precinct, and Two Hundred Forty Dollars and no/100 Cents (\$240.00) for each Early Voting site. SOE will arrange pickup of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.
- 5.2. **Paper PL/PR.** For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print, and

bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third-party vendor to perform the requisite printing and binding services.

- 5.3 **Communication.** For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third-party telecommunications provider for the setup, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third-party telecommunications providers shall be the preference of SOE.
- 5.4 **Indexes.** For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars and no/100 Cents (\$9.00) as a setup fee, plus Twenty-Five Cents (\$0.25) for each printed page.
- 5.5 **Vote-by-Mail Ballots.** For each election, MUNICIPALITY shall pay SOE One Dollar and Ninety-Five Cents (\$1.95) for each Vote-by-Mail Ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents (\$0.10) for each Vote-by-Mail Ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote-by-Mail Ballots at the actual cost incurred.
- 5.6 **Early Voting.** MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting sites including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff reach each Early Voting site, in accordance with Florida law.
- 5.7 **Notices.** For each election, MUNICIPALITY shall pay SOE Twenty-Five Cents (\$0.25) for each Notice of Election that is mailed to each eligible voter, plus actual postage costs.
- 5.8 **Fee Schedule.** For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.
- 5.9 **Other.** For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term. For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse, and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders, and providing any public records which the SOE maintains or otherwise controls.

SECTION 7. Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions, or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the statutes, codes, municipal charter provisions, and ordinances referenced above. MUNICIPALITY and SOE agree that the terms of this contract may require

modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

SECTION 8. Notice and Advertisement of Elections. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter, and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying Candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE Ten Cents (\$0.10) per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. Printing of Ballots and Ballot Services. MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third-party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote-by-Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place the ballot order with the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers. SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting. If additional staff through a temporary employment agency is required for Early Voting sites located at the SOE office, SOE will recruit staff through the agency and MUNICIPALITY will be billed directly for the cost incurred.

SECTION 12. Selection of Polling Places and Early Voting Sites. SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet the necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than Thirty-Five (35) Days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. Sample Ballots. SOE shall lay out, check, and deliver sample ballot layout to a third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Vote-by-Mail Ballots. MUNICIPALITY shall refer all requests for Vote-by-Mail Ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote-by-Mail Ballots by telephone, mail, or in person. SOE also agrees to mail Vote-by-Mail & overseas ballots as requested by registered voters, receive, and securely store any voted Vote-by-Mail Ballots. SOE will verify the signatures on any returned voted Vote-by-Mail Ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote-by-Mail Ballots.

MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote-by-Mail Ballots during the counting process and shall coordinate a date for the opening and counting of such Vote-by-Mail Ballots with SOE.

SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pickup of any voting equipment. Either the Friday or Monday prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. The Wednesday following Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment.
MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.

SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled indoor room or facility. Once the voting equipment is

delivered to a Polling Place or Early Voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. Canvassing of Election Results. MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election. MUNICIPALITY shall convene the canvassing board to determine which voted Vote-by-Mail Ballots are to be tabulated.

SECTION 18. Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

SECTION 19. Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History. SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

SECTION 21. Other Necessary Costs. Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. **Recounts.** Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. **Attorney's Fees and Costs.** Actual attorney's fees and costs incurred by SOE for research on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.
- C. **Law Enforcement Officer Labor Costs.** Actual labor costs incurred by law enforcement officers present during the VBM ballot opening process and the transport of voted ballots.

SECTION 22. Hold Harmless Covenant. MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a

waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments. The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY will use current SOE Canvassing Criteria (provided)		

IN WITNESS
WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Glenton Gilzean, Jr.

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Canvassing Board Criteria Chart

Vote-by-Mail	Accept	Reject	Case by Case	CB Review?
No Signature [101.68(2)(c)1], if left uncured		* X		
No signature, with cure affidavit [101.68(4)(b)]	X			
Signature does not match** [101.68(2)(c)1] [98.077(4)(a), 101.65-must match the signature on file upon return of ballot], if left uncured or incomplete cure		* X		
Signature does not match, received completed cure affidavit 101.68(2)(c)1]	X			
Signature printed and does not match the signature on file [101.68(2)(c)1] [98.077(4)(a), 101.65], if left uncured/or incomplete cure		* X		
Signature printed does not match, with completed cure affidavit [101.68(4)(b)]	X			
Voter signed someone else's envelope, both voters had a request on file (only one envelope returned)	X			
Voters signed each other's envelope, both voters had a request on file (both envelopes returned)	X			
Certificate envelope has two signatures and both voters requested ballots, and both received the same card numbers	X			
Voter sends ballot in blank envelope that does not have the oath [101.64(2)]		X		
Voted wrong ballot card (voter has moved/party change, <u>only one ballot card returned</u>) [101.045] <u>If two ballot cards returned, refer to Special Instances.</u>		X		
Voter deceased or canceled since ballot returned [101.68(2)(c)2] (postmarked)	X			
Late return of vote-by-mail ballot (Except UOCAVA voters) [101.67(2)]		X		
Voted early or at the polls [101.69]		X		
Two or more vote-by-mail ballots for the same election are returned in one mailing envelope [101.68(1)(c)]		X		
Vote-by-Mail - Cure Affidavit				
Cure Affidavit received with Tier 1 Identification [101.68(3)(a)]	X			
Cure Affidavit received with Tier 2 Identification and the cure signature matches a signature on record. [101.68(3)(b)]	X			
Cure Affidavit received with Tier 2 Identification and the signature on the cure does not match** a signature on record.		* X		
Cure not received prior to 5PM on the 2nd day after the election.		X		
First time voters who registered by mail - Special Vote-by-mail				
Voter provides proper identification or indicates exemption [101.6923]	X			
Voter does not provide proper identification or indicate an exemption by 7 pm [101.6923]		X		

Provisional Ballots [F.S. 101.048]	Accept	Reject	Case by Case	CB Review?
Voter is eligible, signature matches, correct precinct	X			
Voter is eligible but did not have proper ID - Signature matches that on file	X			
Voter given the provisional in error--should have voted a regular ballot	X			
Voter's application was not verified by State, voter furnished additional information prior to 5 p.m. of second day. Voter deemed eligible	X			
Ballot cast in wrong precinct		X		
Voter name not found - not registered to vote		X		
Voter moved into county- Eligible, signature matches, correct precinct [101.045]	X			
Voter moved out of county		X		
Voter was canceled as a Felon or for other reasons		X		
Voter registered after the books closed		X		
Voter's application was not verified by State, voter did not furnish additional identification by 5 p.m. of the second day		X		
Voter's application was incomplete so not eligible to vote		X		
Voter's signature does not match** and voter does not sign "Signature Differs" Affidavit; but signature on Provisional matches that on file in the SOE office	X			
Voter's signature does not match and voter does not sign "Signature Differs" Affidavit; but voter completes the cure affidavit	X			
Voter's signature does not match and does not sign "Signature Differs" Affidavit; but left uncured/incomplete		X		
Voter had been sent a vote-by-mail ballot, did not surrender it, but vote-by-mail ballot not received by SOE	X			
Voter's right to vote has been challenged			X	
[PPP or Primary Only] Voter has disputed party affiliation; provisional ballot is the wrong party according to SOE research		X		
Voter has already voted by vote-by-mail or at an early voting center		X		
Voting hours extended - voter is eligible and in the correct precinct [101.049]	X			
Voting hours extended - voter is eligible and NOT in the correct precinct		X		
Absentees from Overseas Voters (10 days after the election)	Accept	Reject	Case by Case	
No Postmark or date [101.6952 and 1S-2.030]		X		
Dated or postmarked on or by election day [101.6952 and 1S-2.030]	X			
Dated on or before election day but postmarked later or no postmark	X			
Dated and postmarked after election or dated after election with no postmark		X		

Canvassing Board Criteria Chart

State Write-In Ballot 101.6951	Accept	Reject	Case by Case	
Wait to see if we have requests - never had one			X	
Special Instances				
Voter submitted a voted sample ballot with clear voter intent, inside of their Certificate Envelope that has a valid signature. Duplicated ballot created.	X			
Voter's ballot delayed due to staff error.			X	
Voter changed address, sent two ballots in separate envelopes; both ballots received, correct ballot accepted	X			
[PPP or Primary only] Voter changed political affiliation, sent two ballots in separate envelopes; both ballots received, correct ballot accepted	X			
Segregated vote-by-mail received from voter pending felony final determination. Voter contact attempted. [101.67(1)(b)]			X	
Voter leaves unscanned ballot***	X			
Federal Write-In Absentee Ballot [F.S. 101.6952, 102.166]	Accept	Reject	Case by Case	CB Review?
Not a registered voter in the county		X		
Signed the FWAB and the signature verified, no other issues	X			
No date and no postmark - received after election day		X		
Dated or postmarked on election day or earlier	X			
No request received, FWAB returned		X		
Challenge of overseas voter based on not meeting definition of [97.021(24)]			X	
Not registered by deadline - all voters		X		
Signature Issue - Refer to vote-by-mail Section				
10-Day Extension for Overseas Voters: A federal write-in absentee ballot may not be canvassed until 7 p.m. on the day of the election. A federal write-in absentee ballot from an overseas voter in a presidential preference primary or general election may not be canvassed until the conclusion of the 10-day period specified in subsection (5). Each federal write-in absentee ballot received by 7 p.m. on the day of the election shall be canvassed pursuant to ss. 101.5614(5) and 101.68, unless the elector's official absentee ballot is received by 7 p.m. on election day. 101.6952 (2)(a) An absent uniformed services voter or an overseas voter who makes timely application for but does not receive an official absentee ballot may use the federal write-in absentee ballot to vote in any federal, state, or local election.				
*Provisional Rejection: Per F.S. 101.68(4) until 5pm on the 2nd day after the election, the supervisor shall allow an elector who has returned a vote-by-mail ballot that does not include the elector's signature or whose signature does not match to submit an affidavit with copy of identification to cure.				
**Beyond reasonable doubt; a finding by the Canvassing Board that an elector's signatures do not match must be by majority vote and beyond a reasonable doubt. [101.68 (2)(c)]				
***any races marked with clear voter intent are counted as votes, any unmarked races are counted as undervotes				
Date Adopted:	County Canvassing Board			
County Judge				
County Commissioner				
Supervisor of Elections				



Meeting Date: January 7, 2025
Item #: 3

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Craig Shadrix

Subject: Approval of Authorization to Terminate Negotiations with Fortress Secured LLC for the Construction of a New Fire Station #38. (Finance Director Roberts)

Background Summary:

In August 2023, the City Commission authorized staff to negotiate a contract with Fortress Secured LLC for the design and construction of Fire Station #38.

Despite extensive efforts by City staff and the City's consultant, ZHA, the City has been unable to reach an agreement that aligns with both our design requirements and budgetary constraints.

After careful evaluation and consultation with City staff and ZHA, it has been determined that it is in the City's best interest to discontinue negotiations with Fortress Secured LLC and explore alternative procurement options for the design and construction of Fire Station #38.

Issue:

Should the Honorable Mayor and City Commissioners authorize the termination of negotiations with Fortress Secured LLC for the design and construction of Fire Station #38?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the termination of negotiations with Fortress Secured LLC for the design and construction of Fire Station #38.

Attachments:

None

Financial Impacts:

There is no financial impact at this time.

Type of Item: Consent

STAFF REPORT

Meeting Date: January 7, 2025

Item #: 4

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

**Subject: Approval of Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement.
(Police Chief Ogburn)**

Background Summary:

The Ocoee Police Department and other municipalities within the Central Florida Area have been in a Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement since January 12, 2012. This agreement is set to expire on January 1, 2025. This agreement is voluntary and in place for the assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for rendering assistance in connection with a law enforcement agency. This assistance may address violations of any Florida Statute. Any agency member of the participating agency, when engaged in mutual cooperation and assistance outside the jurisdictional limits of their respective agencies under the terms of this agreement, shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed. If renewed, this agreement will expire on January 1, 2029.

Issue:

Should the Honorable Mayor and City Commissioners approve the Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement.

Attachments:

1. Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement

Financial Impacts:

There is no financial impact to the City of Ocoee.

Type of Item: Consent

**MUNICIPAL
INTER-LOCAL VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

**City of Apopka
City of Belle Isle
Town of Eatonville
City of Edgewood
City of Kissimmee
City of Maitland
Town of Oakland
City of Ocoee
School Board of Orange County
City of Orlando
The University of Central Florida, Board of Trustees
City of St. Cloud
Town of Windermere
City of Winter Garden
City of Winter Park**

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people and in intensive situations including but not limited to emergencies as defined under Section 252.34 Florida Statutes; and

WHEREAS, the Apopka Police Department, the Belle Isle Police Department, the Eatonville Police Department, the Edgewood Police Department, the Kissimmee Police Department, the Maitland Police Department, the Oakland Police Department, the School Board of Orange County, the Ocoee Police Department, the Orlando Police Department, St. Cloud Police Department, the University of Central Florida Police Department, the Windermere Police Department, the Winter Garden Police Department, and Winter Park Police Department (individually hereinafter the "Party" or "Participating Agency" and collectively hereinafter the "Parties" or "Participating Agencies") have the authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for the rendering of assistance in connection with a law enforcement emergency.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section I. Provisions for Requested Operational Assistance

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the Participating Agencies may request or agree to render law enforcement assistance to any of the other Participating Agencies in law enforcement emergencies to include; but not necessarily be limited to, civil disturbances, large protest demonstrations, aircraft disaster, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units, suspected terrorist incidents, active shooter incidents, any incident or situation that surpasses the resources of the Participating Agencies or other emergency as defined in Section 252.34 Florida Statutes.

Section II. Provisions for Voluntary Cooperation

The Participating Agencies hereby approve and enter into this Agreement whereby each of the Participating Agencies may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, including by way of illustration and not limitation, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, and drug violations, pursuant to Chapter 893, Florida Statutes, back-up services, over-the-line arrests, over-the-line executions of warrants, inter-agency task forces, and/or joint investigations including but not limited to, City/County/State Traffic Enforcement Units, the Metropolitan Bureau of Investigation, Special Weapons and Tactics Teams, Canine Units, and the Bomb Disposal Unit.

Section III. Policy and Procedure

- A. In the event that a Party to this Agreement is in need of assistance as set forth above, it shall notify the agency head or their designee from the Participating Agency whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.
- B. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer, designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.
- C. Where investigative priorities arise during a law enforcement operation that may require the crossing of jurisdictional lines, each Party agrees that the agency administrator or his designee on duty shall notify the agency administrator of the jurisdiction entered, and request enforcement assistance. The responding agency administrator or his designee shall evaluate the situation, consult with his appropriate supervisor if necessary, and, if required, ensure that proper

enforcement assistance is rendered.

- D. Should an officer of a Participating Agency be in another jurisdiction for matters of a routine or investigative nature, such as traveling through the area on routine business, attending a meeting, or going to or from work, and a criminal violation of Florida Statutes occurs in the presence of said officer, and said violation is a felony, an offense constituting a breach of the peace, a crime of violence against a person, or the officer witnesses a driver engaged in a pattern of conduct that constitutes an immediate danger to the motoring public, the officer shall be deemed to have requested and received authorization to render enforcement assistance and act in accordance with the law and this Agreement.
- E. If a law enforcement officer of one of the Parties to this Agreement has probable cause to arrest an individual for a felony offense in their own jurisdiction and requests assistance in the location and apprehension of the suspect, and a law enforcement officer of one of the other Parties to this Agreement is in the jurisdiction of the Party requesting assistance and observes the suspect, the officer of the other Party shall be deemed to have requested and received authorization to render law enforcement assistance and act in accordance with the law and this Agreement.
- F. If a law enforcement officer of one of the Parties of this Agreement establishes probable cause to arrest an individual for a crime which occurred within their own jurisdiction, and learns that the individual has fled to the jurisdiction of another Participating Agency within this Agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has fled into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after the probable cause has been established and a warrant has not yet been obtained. A "reasonable amount of time" will not exceed 24 hours after the offense is reported to the agency.
- G. If one of the Parties to this Agreement requests another Party to assist in coverage of an off-duty assignment within their jurisdiction through the agency off-duty coordinator or system, the out of jurisdiction officer working the detail is authorized to take law enforcement action within the requestor's jurisdiction.
- H. A law enforcement officer of a Party outside of their jurisdiction is deemed to have requested and received authorization under this Agreement to take law enforcement action to continue an investigation of a crime which began in their jurisdiction in another Party's jurisdiction for the purpose of:
 - 1. Transporting a subject to the Orange County Jail or Baker Act facility.
 - 2. Interviewing witnesses, victims, or suspects.

3. Collection of evidence, except pursuant to a search or seizure warrant or when such warrant is required by law.

The Parties recognize that the above referenced activities may not constitute law enforcement action and operational assistance is only requested to the extent required by law. A law enforcement officer of a Party outside of their jurisdiction shall make a mutual aid request if the law enforcement officer intends to interview a suspect in another Party's jurisdiction and believes there is a substantial likelihood that the law enforcement officer will arrest the suspect in another Party's jurisdiction.

- I. If one of the Parties to this Agreement obtains a search warrant to search a location or object based on probable cause for an offense which occurred within their own jurisdiction, and the location or object is located in the jurisdiction of another Party to this Agreement, the original agency will contact the jurisdiction where the location or property is located to assist in the execution of the warrant or request permission to execute the warrant in their jurisdiction.
- J. Prior to enforcement action being taken in the other agency's jurisdiction, the officer shall notify that jurisdiction's Communications Center of the situation unless immediate action is necessary. If immediate action is necessary, the Communications Center of the other jurisdiction shall be notified immediately thereafter.
- K. Should additional violations of Florida Statutes occur in the presence of said officer, representing his or her respective agency in furtherance of this Agreement, he/she shall be deemed to have requested and received authorization to render enforcement assistance and act in accordance with the law and this Agreement.
- L. School Board Safety Officers, who are sworn law enforcement officers, pursuant to sec. 23.1225(1)(a) Fla Stat., may enforced laws in an area within 1,000 feet of an Orange County School or School Board property.

Section IV. Powers, Privileges, Immunities, and Costs

- A. Members of the Participating Agencies, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their respective agencies, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities, as if they were performing their duties in the political subdivision in which they are normally employed.
- B. Each Party agrees to furnish necessary equipment, resources, and facilities, and to render services to the other Parties to the Agreement as set forth above, provided

however, that no Party shall be required to deplete unreasonably its own equipment, resources, facilities, and services, in furnishing such mutual aid.

- C. The Party furnishing aid pursuant to this Agreement shall bear the loss or damages to such equipment and shall pay any expense incurred in the operation and maintenance thereof.
- D. The Party furnishing aid pursuant to this Agreement shall compensate its appointees or employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees or employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees or employees are engaged in rendering such aid.
- E. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.
- F. All employees of a Party, while acting under mutual aid in another Party's jurisdiction, shall be deemed to be acting within the course of their own agency's employment and shall not be construed to be acting as an employee of any other agency.

Section V. Indemnification

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such Party's own appointees or employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other Participating Agency and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable and to the extent permitted by law. Any Party having a duty to indemnify and defend under this Agreement shall have control of the defense of any suit or claim arising under said duty. Each Party shall be responsible for the acts, omissions, or conduct of its own employees. Nothing in this agreement shall be deemed a waiver of any Party's sovereign immunity.

Section VI. Insurance Provisions

Each Party shall provide satisfactory proof of liability insurance by one or more of the

means specified in Section 768.28(16), Florida Statutes, in an amount that is, in the judgment of the governing body of that Party, at least adequate to cover the risk to which that Party may be exposed. Should the insurance coverage, however provided, of any Party be canceled or undergo material change, that Party shall notify all other Parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VII. Disclaimer to Third Party Beneficiaries

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

Section VIII. Effective Date

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2029, unless terminated prior thereto by any or all the Parties herein.

Section IX. Cancellation

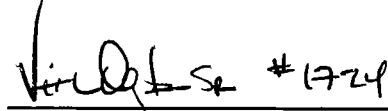
This Agreement may be canceled by any Party upon delivery of written notice to the other Parties.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made.

In acknowledgment and execution of the **MUNICIPAL INTER-LOCAL VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**, pages one through six, inclusive, I hereby set my hand and seal:

(CITY) POLICE DEPARTMENT



Name: Vincent L. Ogburn, Sr.
Chief of Police

Date: 12-19-2024

APPROVED:
OCOEE, FLORIDA

ATTEST: _____

Melanie Sibbett
City Clerk

Rusty Johnson
Mayor



Meeting Date: January 7, 2025
Item #: 5

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Utility Easement Agreements for Rewis Street Properties. (Project Manager Tomlinson)

Background Summary:

The City of Ocoee's Lakewood/Rewis Water Main Replacement project is an ARPA project currently underway. During construction of the watermain on Rewis Street, unforeseen circumstances required that the watermain be realigned. Staff obtained utility easements from the owners of the three (3) properties affected by the realignment. The easements allow the City to maintain the newly constructed watermain in this area. The properties and easements are shown in the attached revised Construction Plans.

Issue:

Should the Honorable Mayor and City Commissioners approve the Utility Easement Agreements for 252 Rewis Street, 302 Rewis Street, and 306 Rewis Street?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Utility Easement Agreements for 252 Rewis Street, 302 Rewis Street, and 306 Rewis Street.

Attachments:

1. 252 Rewis St. Utility Easement
2. 302 Rewis St. Utility Easement
3. 306 Rewis St. Utility Easement
4. Material Quantity Table

Financial Impacts:

None.

Type of Item: Consent

THIS INSTRUMENT PREPARED BY:

D. Andrew Smith, III
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
(407) 622-1772

RETURN TO:

Melanie Sibbitt, City Clerk
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

For Recording Purposes Only

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2024, by **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "Grantee"), and **Michael R Doss and Elizabeth Doss**, whose address is _____ ("hereinafter referred to as the "Grantor").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of a certain tract of real property located in Orange County, Florida, and more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Utility Easement Area"); and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee a non-exclusive utility easement over, upon, across and underneath the Easement Property for purposes hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference as material provisions of this Agreement.

2. **UTILITY EASEMENT GRANT.** Grantor does hereby give, grant and convey to Grantee, a perpetual, nonexclusive easement (the "Utility Easement") to enter upon, construct, use, operate, maintain, inspect and repair the Utility Improvements, as Grantee deems necessary over,

across and under the Utility Easement Area, to have and to hold said Easement unto Grantee and its assigns forever, subject to all matters of record.

3. **GRANTOR'S PROHIBITED ACTS.** Grantor agrees not to build, construct, install or create, nor permit other to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Utility Easement Area that would in any way hinder the access, operation and maintenance of the Utility Improvements within the Utility Easement Area. Any landscaping to be installed within the Utility 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.

4. **GRANTEE'S RIGHTS.** 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 any landscaping damaged by its use of the Utility Easement Area shall be limited to restoration of such damaged landscaping to Grantee's landscaping standards for City of Ocoee right-of-way and shall not include an obligation to restore exotic or enhanced landscaping. Any irrigation, sidewalk or pavement installed within the Utility Easement Area by Grantor that impedes Grantee's use of the Utility Easement Area shall be removed at Grantor's cost. Grantee may at any time increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Utility Easement Area, 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 assigns.

5. **ENFORCEMENT.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties hereto have agreed that in the event it becomes necessary for any party to defend or institute legal proceedings as the result of the failure of either party to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the defaulting party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

6. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the parcel owner as reflected on the tax assessor's records for the affected parcel.

7. **BINDING EFFECT.** This Agreement and the rights and obligations contained herein shall be deemed to run with the title to the Grantor's Property hereby inuring to the benefit

of and binding the parties hereto, as their interest may appear, and their respective successors and assigns. It is expressly covenanted and agreed that the easement conveyed herein does in no way convey the fee simple title to all or any portion of Grantor's Property, but is only an easement for the purposes herein stated.

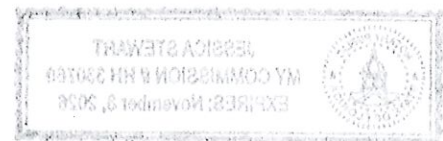
8. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Orange County, Florida.

9. **WARRANTIES OF TITLE.** Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above-described Utility Easement Area is located and that the Utility Easement Area is either free and clear of all liens, mortgages and encumbrances, or if encumbered, Grantor shall obtain a joinder to this Easement from the holder of said encumbrance (b) that Grantor has full right and lawful authority to grant and convey this Utility Easement to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Utility Easement.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and assigns), which written document shall be recorded in the Public Records of Orange County, Florida. No prior oral or written agreement shall have any force or effect whatsoever unless contained within this Agreement.

11. **MISCELLANEOUS.** The headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties as set forth herein, or limit the provisions or scope of any section herein nor shall headings be used in interpreting all or any portion of this Agreement.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed, and delivered

Witness 1: Maki Sekine

Print Name: Maki Sekine

Witness 1 Address:

1719 Louis Dr., Kissimmee,
FL 34758

Witness 2 Name: Frank Tagliante

Print Name: Frank Tagliante

Witness 2 Address:

14414 Indian Ridge Trl
Clearmont FL 34711

GRANTOR:

Michael R. Doss

By: Michael R. Doss

Print Name: Michael R. Doss

Date: 11/21/24

Elizabeth Doss

By: Elizabeth C Doss

Print Name: Elizabeth C Doss

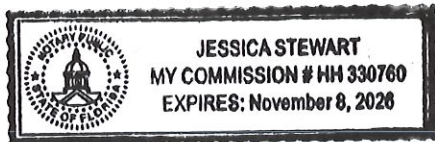
Date: 11/21/24

STATE OF FL)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of November, 2024, by **Michael R. Doss**, who is ☐ personally known to me or who ☒ has produced FL DL as identification.

(Seal)

Jessica Stewart
Signature of Notary



Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of November, 2024, by **Elizabeth Doss**, who is ☐ personally known to me or who ☒ has produced FL DL as identification.

(Seal)

Jessica Stewart
Signature of Notary



Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

Witness 1: _____
Print Name: _____
Witness 1 Address: _____

Witness 2: _____
Print Name: _____
Witness 2 Address: _____

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

GRANTEE:
CITY OF OCOEE,
a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2025
UNDER AGENDA ITEM NO. _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2025 by
_____ and _____ well known to me to be the
Mayor and City Clerk, respectively, of the **CITY OF OCOEE**, a Florida municipal corporation,
and that they severally acknowledged executing the same in the presence of two subscribing
witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 20__.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT "A"
UTILITY EASEMENT AREA

Description

THE SOUTH 10 FEET OF LOTS 3 AND 4, BLOCK D, 3RD ADDITION TO LAKEVIEW AS RECORDED IN PLAT BOOK 0, PAGE 126 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK D, 3RD ADDITION TO LAKEVIEW AS RECORDED IN PLAT BOOK 0, PAGE 126 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING THE NORTH RIGHT OF WAY LINE OF ATLANTIC COAST LINE (ACL) RAILROAD AS RECORDED IN SAID PLAT BOOK 0, PAGE 126; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF SAID LOTS 3 AND 4, SOUTH 67°27'15" WEST, A DISTANCE OF 110.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, BLOCK D, OF SAID PLAT 0; THENCE ALONG THE WEST LINE OF LOT 3, NORTH 00°00'15" EAST, A DISTANCE OF 10.83 FEET TO A POINT ON A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF THE AFORESAID ACL RAILROAD; THENCE ALONG SAID PARALLEL LINE NORTH 67°27'15" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 4; THENCE ALONG SAID EASTERLY LINE SOUTH 00°00'15" WEST, A DISTANCE OF 10.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,100 SQUARE FEET, MORE OR LESS.

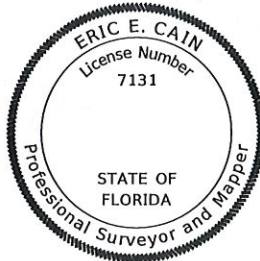
PREPARED FOR:
HAZEN AND SAWYER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF THE FLORIDA ADMINISTRATIVE CODE.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF ATLANTIC COAST LINE RAILROAD BEING SOUTH 67°27'15" WEST.
2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Eric E Cain
Digitally signed by
Eric E Cain
Date: 2024.11.12
11:59:57 -05'00'

ERIC E. CAIN
FLORIDA PROFESSIONAL SURVEYOR &
MAPPER LS 7131

NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.



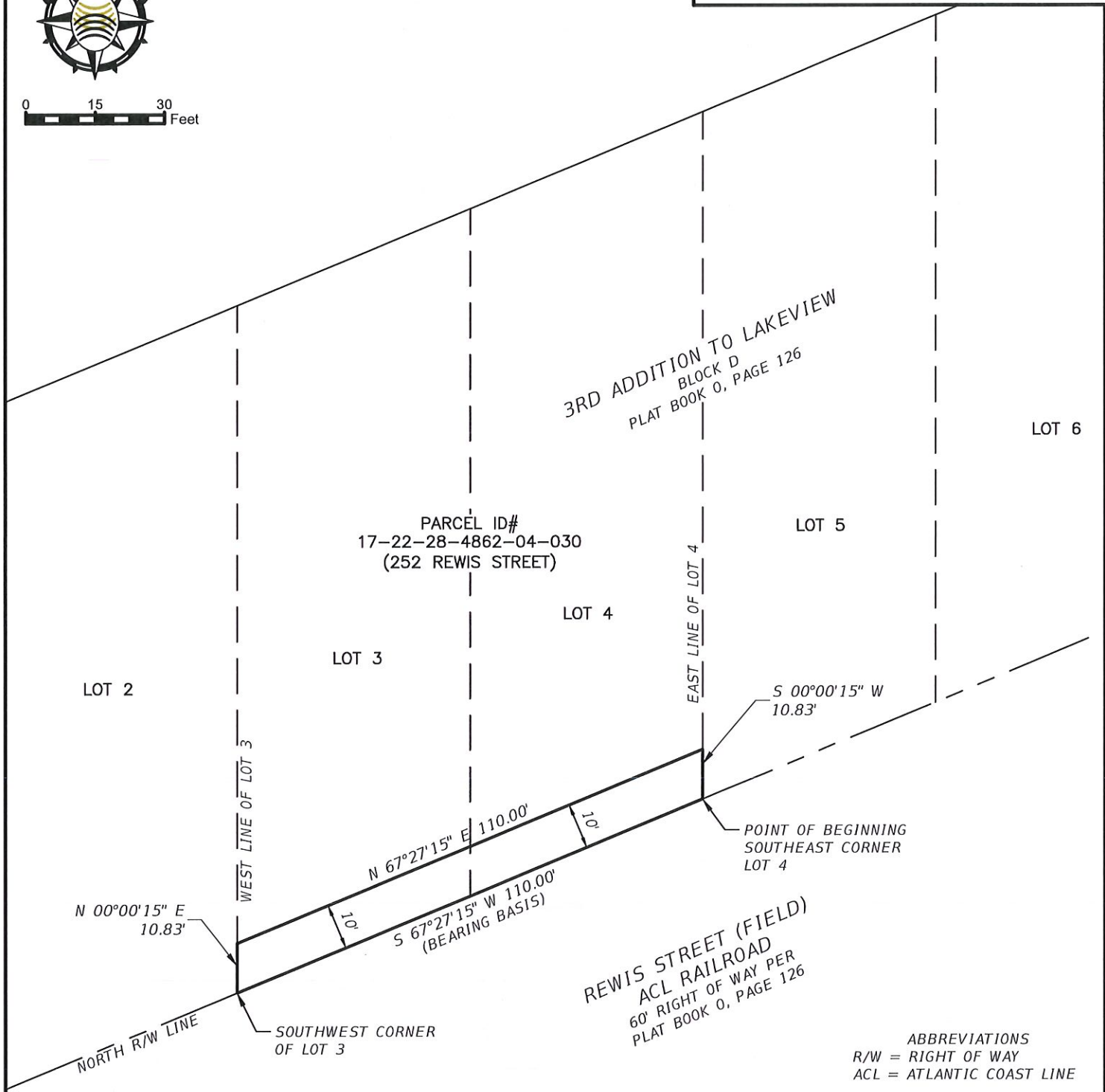
ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com

CLIENT: HAZEN & SAWYER	DRAWING: SKETCH01
DATE: 11/12/2024	PROJECT NUMBER: 24-427
OFFICE: DH	SCALE 1"=30'
CHECKED: EC	SHEET 1 OF 2

Sketch



0 15 30 Feet



NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com

CLIENT: HAZEN & SAWYER	DRAWING: SKETCH01
DATE: 11/12/2024	PROJECT NUMBER: 24-427
OFFICE: DH	SCALE 1"=30'
CHECKED: EC	SHEET 2 OF 2

ABBREVIATIONS
R/W = RIGHT OF WAY
ACL = ATLANTIC COAST LINE

THIS INSTRUMENT PREPARED BY:

D. Andrew Smith, III
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
(407) 622-1772

RETURN TO:

Melanie Sibbitt, City Clerk
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

For Recording Purposes Only

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2024, by **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "Grantee"), and **Ray Allan Doss and Teri Bibbs Doss**, whose address is _____ ("hereinafter referred to as the "Grantor").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of a certain tract of real property located in Orange County, Florida, and more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Utility Easement Area"); and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee a non-exclusive utility easement over, upon, across and underneath the Easement Property for purposes hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference as material provisions of this Agreement.

2. **UTILITY EASEMENT GRANT.** Grantor does hereby give, grant and convey to Grantee, a perpetual, nonexclusive easement (the "Utility Easement") to enter upon, construct, use, operate, maintain, inspect and repair the Utility Improvements, as Grantee deems necessary over,

across and under the Utility Easement Area, to have and to hold said Easement unto Grantee and its assigns forever, subject to all matters of record.

3. **GRANTOR'S PROHIBITED ACTS.** Grantor agrees not to build, construct, install or create, nor permit other to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Utility Easement Area that would in any way hinder the access, operation and maintenance of the Utility Improvements within the Utility Easement Area. Any landscaping to be installed within the Utility 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.

4. **GRANTEE'S RIGHTS.** 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 any landscaping damaged by its use of the Utility Easement Area shall be limited to restoration of such damaged landscaping to Grantee's landscaping standards for City of Ocoee right-of-way and shall not include an obligation to restore exotic or enhanced landscaping. Any irrigation, sidewalk or pavement installed within the Utility Easement Area by Grantor that impedes Grantee's use of the Utility Easement Area shall be removed at Grantor's cost. Grantee may at any time increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Utility Easement Area, 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 assigns.

5. **ENFORCEMENT.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties hereto have agreed that in the event it becomes necessary for any party to defend or institute legal proceedings as the result of the failure of either party to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the defaulting party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

6. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the parcel owner as reflected on the tax assessor's records for the affected parcel.

7. **BINDING EFFECT.** This Agreement and the rights and obligations contained herein shall be deemed to run with the title to the Grantor's Property hereby inuring to the benefit

of and binding the parties hereto, as their interest may appear, and their respective successors and assigns. It is expressly covenanted and agreed that the easement conveyed herein does in no way convey the fee simple title to all or any portion of Grantor's Property, but is only an easement for the purposes herein stated.

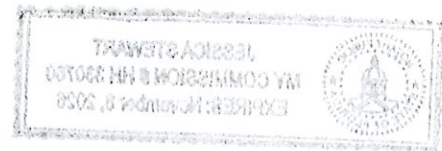
8. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Orange County, Florida.

9. **WARRANTIES OF TITLE.** Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above-described Utility Easement Area is located and that the Utility Easement Area is either free and clear of all liens, mortgages and encumbrances, or if encumbered, Grantor shall obtain a joinder to this Easement from the holder of said encumbrance (b) that Grantor has full right and lawful authority to grant and convey this Utility Easement to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Utility Easement.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and assigns), which written document shall be recorded in the Public Records of Orange County, Florida. No prior oral or written agreement shall have any force or effect whatsoever unless contained within this Agreement.

11. **MISCELLANEOUS.** The headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties as set forth herein, or limit the provisions or scope of any section herein nor shall headings be used in interpreting all or any portion of this Agreement.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed, and delivered

Witness 1: [Signature]

Print Name: Maeki Sekine

Witness 1 Address:
1719 Louis Dr., Kissimmee,
FL 34758

Witness 2 Name: [Signature]

Print Name: Frank Tylante

Witness 2 Address:
14444 Indian Ridge Trl
Charmant FL, 34711

GRANTORS:

Ray Allan Doss

By: Ray A. Doss

Print Name: RAY A. DOSS

Date: Nov 21, 2024

Teri Bibbs Doss

By: Teri B. Doss

Print Name: Teri B. DOSS

Date: Nov. 21, 2024

STATE OF FL)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of November, 2024, by **Ray Allan Doss**, who is ☐ personally known to me or who ☒ has produced FL DL as identification.

(Seal)

[Signature]
Signature of Notary



Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of November, 2024, by **Teri Bibbs Doss**, who is ☐ personally known to me or who ☒ has produced FL DL as identification.

(Seal)

[Signature]
Signature of Notary



Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Witness 1: _____
Print Name: _____
Witness 1 Address: _____

Witness 2: _____
Print Name: _____
Witness 2 Address: _____

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

GRANTEE:
CITY OF OCOEE,
a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2025
UNDER AGENDA ITEM NO. _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2025 by
_____ and _____ well known to me to be the
Mayor and City Clerk, respectively, of the **CITY OF OCOEE**, a Florida municipal corporation,
and that they severally acknowledged executing the same in the presence of two subscribing
witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 20__.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT "A"
UTILITY EASEMENT AREA

Description

THE SOUTH 10 FEET OF LOT 5, BLOCK D, 3RD ADDITION TO LAKEVIEW AS RECORDED IN PLAT BOOK 0, PAGE 126 AND A PORTION OF LOT 6, BLOCK D AS DESCRIBED IN OFFICIAL RECORD BOOK 10744, PAGE 1562, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK D, 3RD ADDITION TO LAKEVIEW AS RECORDED IN PLAT BOOK 0, PAGE 126 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING THE NORTH RIGHT OF WAY LINE OF ATLANTIC COAST LINE (ACL) RAILROAD AS RECORDED IN SAID PLAT BOOK 0, PAGE 126; THENCE ALONG THE WEST LINE OF SAID LOT 5 NORTH 00°00'15" EAST, A DISTANCE OF 10.83 FEET TO A LINE 10 FEET NORTH OF AND PARALLEL WITH THE AFORESAID ACL RAILROAD NORTH RIGHT OF WAY LINE; THENCE ALONG SAID PARALLEL LINE NORTH 67°27'15" EAST, A DISTANCE OF 73.56 FEET TO A POINT ON THE EAST LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 10744, PAGE 1562 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 6, BLOCK D, OF SAID PLAT; THENCE ALONG SAID EAST LINE SOUTH 07°23'24" EAST, A DISTANCE OF 10.36 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6, ALSO BEING THE AFORESAID ACL RAILROAD NORTH RIGHT OF WAY LINE; THENCE ALONG THE SOUTH LINE OF LOTS 6 AND 5, BLOCK D, SOUTH 67°27'15" WEST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 743 SQUARE FEET, MORE OR LESS.

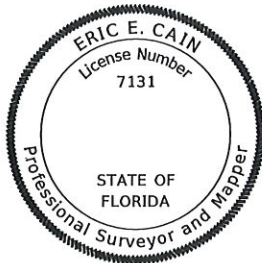
PREPARED FOR:
HAZEN AND SAWYER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF THE FLORIDA ADMINISTRATIVE CODE.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF ATLANTIC COAST LINE RAILROAD BEING SOUTH 67°27'15" WEST.
2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Eric E Cain
Digitally signed by
Eric E Cain
Date: 2024.11.12
12:00:32 -05'00'
ERIC E. CAIN
FLORIDA PROFESSIONAL SURVEYOR &
MAPPER LS 7131

NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com

CLIENT: HAZEN & SAWYER	DRAWING: SKETCH02
DATE: 11/12/2024	PROJECT NUMBER: 24-427
OFFICE: DH	SCALE 1"=30'
CHECKED: EC	SHEET 1 OF 2

Sketch



0 15 30 Feet

3RD ADDITION TO LAKEVIEW
BLOCK D
PLAT BOOK 0, PAGE 126

PARCEL ID#
17-22-28-4862-04-050
(302 REWIS STREET)

LOT 5

LOT 6

LOT 7

LOT 4

LOT 3

N 00°00'15" E
10.83'

WEST LINE OF LOT 5

N 67°27'15" E 73.56'

S 67°27'15" W 75.00'
(BEARING BASIS)

POINT OF BEGINNING
SOUTHWEST CORNER
LOT 5

PORTION OF LOT 6 PER
ORB 10744, PAGE 1562

EAST LINE

S 07°23'24" E
10.36'

NORTH R/W LINE

REWIS STREET (FIELD)
ACL RAILROAD
60' RIGHT OF WAY PER
PLAT BOOK 0, PAGE 126

ABBREVIATIONS
R/W = RIGHT OF WAY
ACL = ATLANTIC COAST LINE
ORB = OFFICIAL RECORD BOOK

NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY



ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com

CLIENT: HAZEN & SAWYER	DRAWING: SKETCH02
DATE: 11/12/2024	PROJECT NUMBER: 24-427
OFFICE: DH	SCALE 1"=30'
CHECKED: EC	SHEET 2 OF 2

THIS INSTRUMENT PREPARED BY:

D. Andrew Smith, III
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
(407) 622-1772

RETURN TO:

Melanie Sibbitt, City Clerk
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

For Recording Purposes Only

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2024, by **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "Grantee"), and **Jeffery W. Hardy**, whose address is _____ ("hereinafter referred to as the "Grantor").

W I T N E S S E T H:

WHEREAS, Grantor is the fee simple owner of a certain tract of real property located in Orange County, Florida, and more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Utility Easement Area"); and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee a non-exclusive utility easement over, upon, across and underneath the Easement Property for purposes hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference as material provisions of this Agreement.

2. **UTILITY EASEMENT GRANT.** Grantor does hereby give, grant and convey to Grantee, a perpetual, nonexclusive easement (the "Utility Easement") to enter upon, construct, use, operate, maintain, inspect and repair the Utility Improvements, as Grantee deems necessary over,

across and under the Utility Easement Area, to have and to hold said Easement unto Grantee and its assigns forever, subject to all matters of record.

3. **GRANTOR'S PROHIBITED ACTS.** Grantor agrees not to build, construct, install or create, nor permit other to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Utility Easement Area that would in any way hinder the access, operation and maintenance of the Utility Improvements within the Utility Easement Area. Any landscaping to be installed within the Utility 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.

4. **GRANTEE'S RIGHTS.** 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 any landscaping damaged by its use of the Utility Easement Area shall be limited to restoration of such damaged landscaping to Grantee's landscaping standards for City of Ocoee right-of-way and shall not include an obligation to restore exotic or enhanced landscaping. Any irrigation, sidewalk or pavement installed within the Utility Easement Area by Grantor that impedes Grantee's use of the Utility Easement Area shall be removed at Grantor's cost. Grantee may at any time increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Utility Easement Area, 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 assigns.

5. **ENFORCEMENT.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties hereto have agreed that in the event it becomes necessary for any party to defend or institute legal proceedings as the result of the failure of either party to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the defaulting party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

6. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the parcel owner as reflected on the tax assessor's records for the affected parcel.

7. **BINDING EFFECT.** This Agreement and the rights and obligations contained herein shall be deemed to run with the title to the Grantor's Property hereby inuring to the benefit

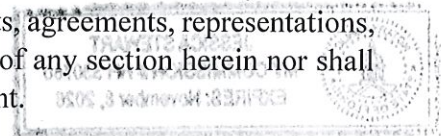
of and binding the parties hereto, as their interest may appear, and their respective successors and assigns. It is expressly covenanted and agreed that the easement conveyed herein does in no way convey the fee simple title to all or any portion of Grantor's Property, but is only an easement for the purposes herein stated.

8. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Orange County, Florida.

9. **WARRANTIES OF TITLE.** Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above-described Utility Easement Area is located and that the Utility Easement Area is either free and clear of all liens, mortgages and encumbrances, or if encumbered, Grantor shall obtain a joinder to this Easement from the holder of said encumbrance (b) that Grantor has full right and lawful authority to grant and convey this Utility Easement to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Utility Easement.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and assigns), which written document shall be recorded in the Public Records of Orange County, Florida. No prior oral or written agreement shall have any force or effect whatsoever unless contained within this Agreement.

11. **MISCELLANEOUS.** The headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties as set forth herein, or limit the provisions or scope of any section herein nor shall headings be used in interpreting all or any portion of this Agreement.



(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed, and delivered

Witness 1: [Signature]

Print Name: Maki Sekine

Witness 1 Address:

1719 Louis Dr., Kissimmee,
FL 34758

Witness 2 Name: [Signature]

Print Name: Frank Tagliac

Witness 2 Address:

14414 Indira Ridge TRL
Cherment FL 34711

GRANTOR:

Jeffery W. Hardy

By: [Signature]

Print Name: JEFF HARDY

Date: 11-21-24

STATE OF FL)
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of November, 2024, by **Jeffery W. Hardy**, who is ☐ personally known to me or who ☒ has produced FLDL as identification.

(Seal)

[Signature]
Signature of Notary



Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

Witness 1: _____
Print Name: _____
Witness 1 Address: _____

Witness 2: _____
Print Name: _____
Witness 2 Address: _____

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

GRANTEE:
CITY OF OCOEE,
a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2025
UNDER AGENDA ITEM NO. _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2025 by
_____ and _____ well known to me to be the
Mayor and City Clerk, respectively, of the **CITY OF OCOEE**, a Florida municipal corporation,
and that they severally acknowledged executing the same in the presence of two subscribing
witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 20____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT "A"
UTILITY EASEMENT AREA

Description

THE SOUTH 10 FEET OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 10537, PAGE 5899 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS LANDS DESCRIBED IN OFFICIAL RECORD BOOK 10744, PAGE 1562 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK D, 3RD ADDITION TO LAKEVIEW, AS RECORDED IN PLAT BOOK 0, PAGE 126 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD (ACL), THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 67°27'15" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 10744, PAGE 1562, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE NORTH 07°23'24" WEST, A DISTANCE OF 10.36 FEET TO A POINT 10.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID PARALLEL LINE NORTH 67°27'15" EAST, A DISTANCE OF 131.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 15.00 FEET OF LOT 8, BLOCK D OF AFORESAID PLAT; THENCE ALONG SAID WEST LINE SOUTH 00°00'15" WEST, A DISTANCE OF 10.83 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID NORTH LINE SOUTH 67°27'15" WEST, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,307 SQUARE FEET, MORE OR LESS.

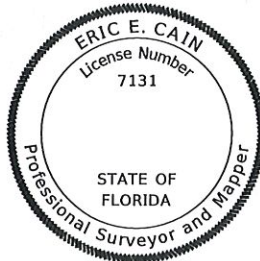
PREPARED FOR:
HAZEN AND SAWYER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF THE FLORIDA ADMINISTRATIVE CODE.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF ATLANTIC COAST LINE RAILROAD BEING SOUTH 67°27'15" WEST.
2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Digitally signed by
Eric E Cain
Date: 2024.11.12
12:01:15 -05'00'

ERIC E. CAIN
FLORIDA PROFESSIONAL SURVEYOR &
MAPPER LS 7131

NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.



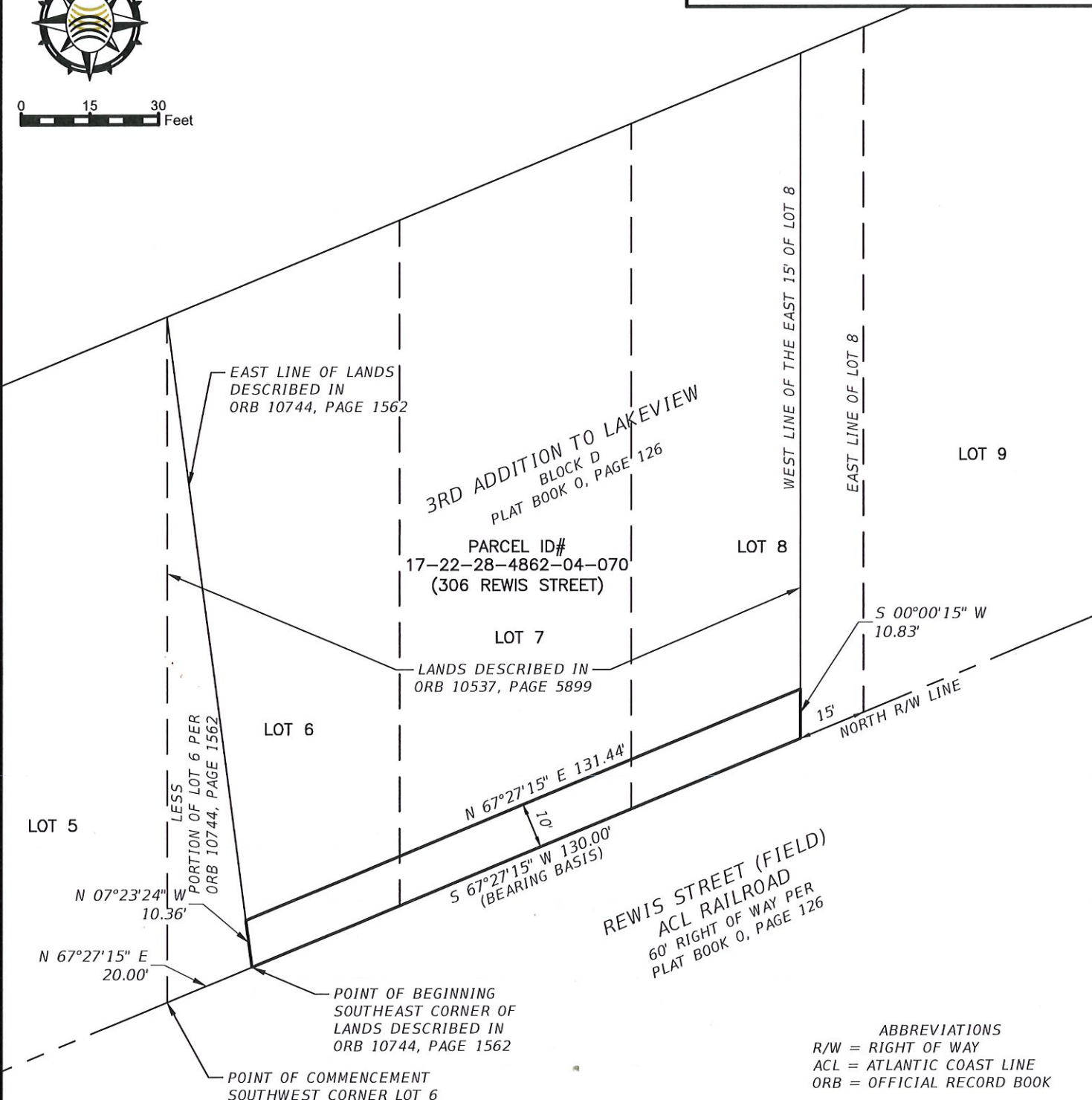
ECHO UES, INC.
CERTIFICATION OF AUTHORIZATION 8184
12612 CHALLENGER PARKWAY, SUITE 320
ORLANDO, FLORIDA 32826
888.778.ECHO | www.echoues.com

CLIENT: HAZEN & SAWYER	DRAWING: SKETCH03
DATE: 11/12/2024	PROJECT NUMBER: 24-427
OFFICE: DH	SCALE 1"=30'
CHECKED: EC	SHEET 1 OF 2

Sketch



0 15 30 Feet



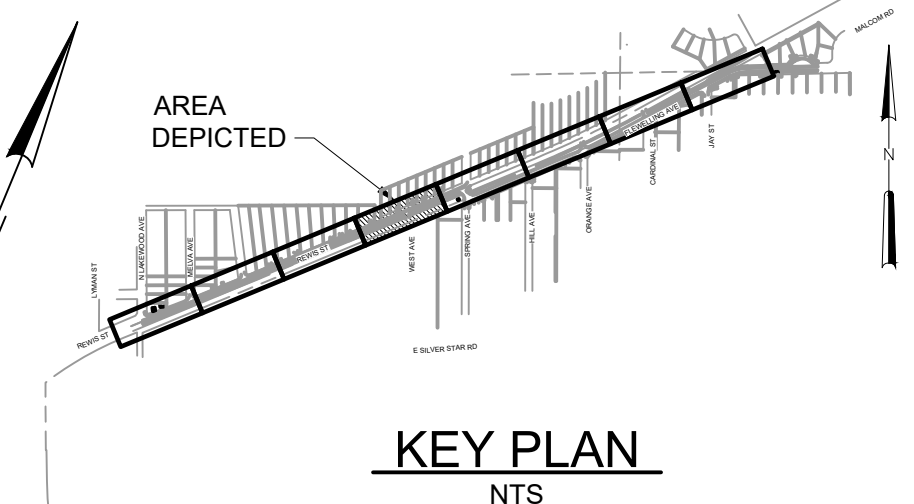
ABBREVIATIONS
 R/W = RIGHT OF WAY
 ACL = ATLANTIC COAST LINE
 ORB = OFFICIAL RECORD BOOK

NOT VALID WITHOUT SHEET 1 OF 2
 THIS IS NOT A SURVEY

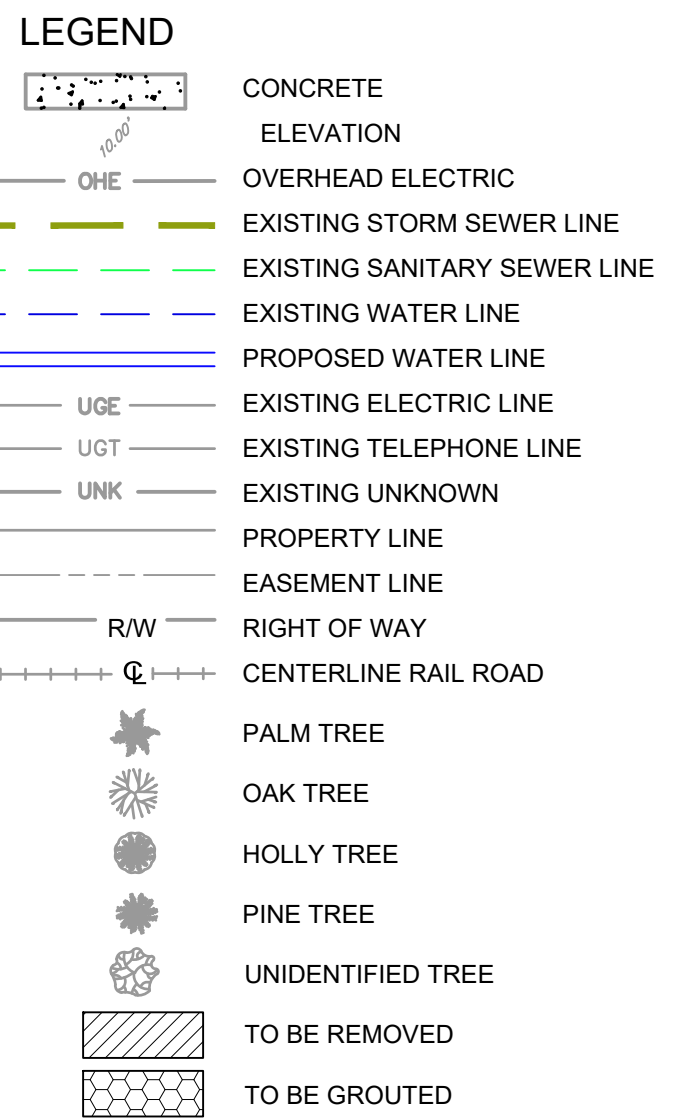


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CHECKED: EC	SHEET 2 OF 2



- NOTES:**
1. CONNECTION LOCATION SHALL NOT BE WITHIN THE RAILROAD RIGHT-OF-WAY.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND COORDINATING WITH EXISTING UTILITIES DURING CONSTRUCTION AND DEMOLITION ACTIVITIES.
 3. IN AREAS WHERE WATER MAIN IS CALLED OUT TO BE REMOVED WHERE WORK CANNOT BE MAINTAINED WITHIN CITY RIGHT-OF-WAY, CONTRACTOR SHALL GROUT SEGMENT OF PIPE. NO DEMOLITION WORK SHALL OCCUR ON PRIVATE PROPERTY. CONTRACTOR SHALL GET APPROVAL FROM OWNER FOR AREAS PROPOSED BY CONTRACTOR TO BE GROUTED.
 4. CONTRACTOR SHALL PROTECT AND/OR REMOVE AND REINSTALL MAILBOXES, SIGNAGE, FENCING, ETC. AS REQUIRED FOR THE WORK. ANY DAMAGED ITEMS AS A RESULT OF THE WORK SHALL BE REPLACED AT NO COST TO THE OWNER.
 5. ASSUME THAT THE EXISTING PIPE IS NOT RESTRAINED. FOR TIE-IN, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH DETAIL 4. ON CD-01. FOR ASBESTOS CEMENT TIE-INS, RESTRAIN EXISTING PIPE JOINTS, FITTINGS AND VALVES WITH THRUST BLOCKS OR CONCRETE DEADMAN IN ACCORDANCE WITH DETAIL 24 AND 25 ON SHEET D-02.
 6. A MAJORITY OF THE EXISTING WATER MAINS ARE ASBESTOS CEMENT (AC) MATERIAL, AND SPECIFIC CONSIDERATION MUST BE GIVEN WHEN WORKING WITH THIS MATERIAL. WHERE AC PIPE IS TO BE PLACED OUT OF SERVICE, ALL PIPING SHALL BE FULLY GROUTED AND CAPPED. WHERE AC PIPE IS DESIGNATED TO BE REMOVED, THE PIPE SHALL BE COMPLETELY REMOVED FROM THE GROUND AND PROPERLY DISPOSED OF, FOLLOWING ALL APPLICABLE LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HANDLING AND DISPOSAL. DEP FORM 62-257.900(1) SHALL BE SUBMITTED BY THE CONTRACTOR. REFER TO SPECIFICATION SECTIONS 02012, 02060 AND 03306 FOR ADDITIONAL REQUIREMENTS.
 7. REFER TO DRAWING C-10 AND C-11 FOR PAVEMENT RESTORATION LIMITS.



				PROJECT ENGINEER:	M. PECKHAM
				DESIGNED BY:	T. KAYALI
5	CONFORMED SET	05/2024	MP	DRAWN BY:	C. LOMBANA
4	BID SET	02/2024	MP	CHECKED BY:	T. BOMARITO
3	100% DESIGN	11/2023	MP		
2	60% DESIGN	09/2023	MP		
1	30% DESIGN	07/2023	MP		
REV	ISSUED FOR	DATE	BY	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1" 

MELANIE PECKHAM PE. No. 66487

Hazen

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



CITY OF OCOEE

UTILITIES DEPARTMENT

LAKEWOOD/REWIS WATER MAIN
REPLACEMENT FEDERAL GRANT
FUNDED ARPA PROJECT

CIVIL
PLAN AND PROFILE
STA 13+60 TO STA18+60

DATE:	MAY 2024
HAZEN NO.:	41154-002
CONTRACT NO.:	
DRAWING NUMBER:	C-05



Meeting Date: January 7, 2025
Item #: 6

Contact Name: Ginger Corless
Contact Number: Ext. 1028

Department Director: Ginger Corless
City Manager: Craig Shadrix

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

Background Summary: On November 7, 2023, the Ocoee City Commission placed a moratorium on tree removal permits whereby Homeowners Association (HOA) or Property Owners Association (POA) requests a form of blanket tree removal permit to remove more than one (1) tree in a private right-of-way, landscape buffer, or common open space. Also, based on a new State law passed in 2022, the Florida legislature amended Section 163.045, Florida Statutes, to limit the circumstances under which the owners of residential property can remove trees without a permit and to require, at the time of tree removal, possession of documentation of an onsite Tree Risk Assessment report meeting industry standards signed by a certified arborist or licensed landscape architect.

On March 5, 2024, the Ocoee City Commission directed staff to evaluate and develop standards for tree pruning and maintenance, especially as they relate to street trees and utility lines.

Thus, staff is proposing an amendment to Chapter 45, Arbor Code, within the Code of Ordinances, in order to:

1. Update the definition of "protected tree",
2. Clarify and revise regulations relative to tree removal requirements, including application, review process, and determination of just cause,
3. Provide a process for City Commission review of tree removal applications in residential developments when such applications are within private residential right-of-ways, landscape buffers, parking areas, and common open space areas,
4. Establish regulations relative to tree removal in conformance with Section 163.045, Florida Statutes,
5. Clarify the purposes of tree pruning and provide regulations on tree pruning and maintenance, and
6. List prohibited activities and techniques.

Staff anticipates bringing this back to the Commission for second reading at the February 18, 2025, City Commission Meeting.

Issue:

Should the Honorable Mayor and City Commissioners approve an amendment to the City Code of Ordinances, Chapter 45 Arbor Code?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an amendment to the City Code of Ordinances, Chapter 45 Arbor Code.

Attachments:

1. Ordinance for Tree Removal Permits
2. Section 163.045 of the 2023 Florida Statutes
3. Business Impact Estimate Form - Ordinance Updating Chapter 45, Arbor Code

Financial Impacts:

None

Type of Item: First Reading

AN ORDINANCE OF THE CITY OF OCOEE AMENDING CHAPTER 45, SECTION 45-4 OF ARTICLE I, AND SECTIONS 45-13 AND 45-15 OF ARTICLE II, AND SECTION 163-8 OF THE CITY OF OCOEE CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF A PROTECTED TREE, TO REQUIRE JUST CAUSE FOR REMOVAL OF A PROTECTED TREE, TO PROVIDE FOR A PROCESS FOR REVIEW AND ADDITIONAL CONSIDERATIONS FOR APPROVAL OF A TREE REMOVAL PERMIT BY THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF OCOEE AND THE CITY COMMISSION, TO ESTABLISH STANDARDS FOR DOCUMENTATION WHEN PROTECTED TREES ARE REMOVED ON RESIDENTIAL PROPERTY WITHOUT A PERMIT, TO ESTABLISH STANDARDS FOR TREE PRUNING AND MAINTENANCE AND TO IDENTIFY PROHIBITED ACTIVITIES; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “City”) recognizes the importance of maintaining or increasing the tree canopy within the City; and

WHEREAS, the City contains many species of native and non-native trees of significant size and quality that contribute in a positive way to the environment, scenic beauty and aesthetics of the City; and

WHEREAS, the Florida Urban Forestry Council has designated the City of Ocoee a Tree City USA community;

WHEREAS, the City recognizes that properly maintained trees increase property values, filter air pollutants, maintain the natural ecology, temper the effects of extreme temperatures, reduce stormwater runoff, prevent topsoil erosion, and otherwise help create and maintain the distinct identity and visual character of the City; and

WHEREAS, the City’s Arbor Code, at Section 45-4, currently defines a “Protected Tree” as, “any tree that has a DBH of more than eight inches, and which is not otherwise exempted from

this code. In addition, all palms with at least four and one-half feet of clear trunk between the ground level and lowest frond are declared to be protected trees. In addition, all specimen and historic trees are protected trees.”

WHEREAS, the City finds that the wanton and wholesale destruction of Protected Trees in the City impairs scenic beauty, causes erosion, reduces property values, and causes heat islands, and may lead to other detrimental effects to the public’s health, safety, and welfare; and

WHEREAS, the City seeks to prevent the misuse of the tree removal permitting system and prevent unjustified and unmitigated removal of healthy of trees, in order to continue its efforts to protect the City’s scenic beauty, property values, and happiness of its citizens through proper tree maintenance, including tree pruning, root pruning, installation of root barriers and other arboricultural best management practices to safeguard and prevent significant damage to roads, sidewalks, and utility infrastructure;

WHEREAS, an onsite Risk Assessment is the industry standard for arborists and landscape architects to determine whether a Protected Tree should be removed;

WHEREAS, in 2022, the Florida legislature amended Section 163.045, Florida Statutes, to limit the circumstances under which the owners of residential property can remove trees without a permit, so as to require, at the time of tree removal, possession of documentation of an onsite Tree Risk Assessment report meeting industry standards signed by a certified arborist or licensed landscape architect;

WHEREAS, the City has deemed it necessary to clarify existing regulations and to revise the City’s tree removal regulations and procedures to conform to Section 163.045, Florida Statutes, and the industry Risk Assessment standard of arborists and landscape architects to promote the City’s health, safety, and welfare; and

WHEREAS, the City desires for the Development Services Department to administratively process most applications for tree removal; and

WHEREAS, the City desires that the City Commission shall determine whether to approve the removal of multiple trees along private rights-of-way in private subdivisions where removal will leave 100 lineal feet or more of the private right-of-way, landscape buffer, parking lot, or common open space tract without tree coverage, or substantially change the aesthetic and landscape character of the community, or cause an inconsistency with an approved landscaping plan; and

WHEREAS, the City finds that the standards set forth herein are reasonable, will promote and protect the best interests of residents and businesses of the City, and will ensure that the goals and policies of the City's tree preservation and protection laws are met; and

WHEREAS, the portions of Chapter 45, the Arbor Code, Sections 45-4, 45-13 and 45-15 of the Code of Ordinances, are to be amended and modified as described in each section and amended to read as shown herein.

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

SECTION 1. That Chapter 45, the "Arbor Code," Section 45-4 of the Code of Ordinances is hereby amended and modified to amend the definition of a Protected Tree to read as follows (underlined language are additions; ~~stricken through~~ language are deletions; sections not included are not being modified):

§ 45-4. - Definitions.

PROTECTED TREE — Any tree that has a DBH of ~~more than~~ eight (8) inches or greater and any tree, regardless of size and height, which has been newly planted as part of the construction

of a single-family dwelling, subdivision infrastructure and open space areas/tracts, non-residential development or required replacement tree, and which is not otherwise exempted from this code. In addition, all palms with at least four and one-half ($4\frac{1}{2}$) feet of clear trunk between the ground level and the lowest frond are declared to be protected trees. In addition, all specimen and historic trees are protected trees.

SECTION 2. That Chapter 45, the “Arbor Code,” Section 45-13 of the Code of Ordinances is hereby deleted in its entirety and amended and modified to read as follows (underlined language are additions:

§ 45-13. - Permit required.

A. *Permit Required for Removal of Protected Trees.* No person shall, directly or indirectly, put down, destroy, remove (as defined herein), or move; or effectively destroy through damaging; or authorize the cutting down, destroying, removing, moving or damaging of any protected tree on private premises without first obtaining a permit from the Building Division unless otherwise provided herein, except that a tree removal permit is not required for a tree within a subdivision landscape buffer along a public right-of-way that is deemed or considered unsafe during construction by the Building or Zoning Official where a road improvement project is underway. Submission of an application for a tree removal permit shall include any fee prescribed by the City’s schedule of fees and photographs of the tree in question clearly showing the distress or disease of the tree, location of the tree in relation to nearby structures, and/or photographs of the infrastructure or other property damage, and shall be made on a form provided by the City. The application shall contain, at a minimum, the following information:

(1) The property location for tree removal by street address or, if not available, by parcel identification number.

(2) A plot plan/survey indicating the property boundaries, surrounding streets, north arrow, scale, and the location and common or scientific name of tree(s) to be removed, tree(s) to be preserved, and trees to be planted as replacement trees, if applicable. Replacement trees must be located or planted a minimum of ten (10) feet from all existing structures or, if less than ten (10) feet is available, at the farthest point possible from any existing structure.

(3) A description of the tree and reason establishing just cause for removal.

(4) A homeowners association that seeks to remove multiple trees on association-owned property or on the property of private homeowners by requiring private homeowners to remove their trees shall:

i. Provide an onsite Risk Assessment report signed by an arborist certified by the International Society of Arboriculture (ISA) or a Florida licensed landscape architect establishing that removal of each tree in its entirety is the only means of practically mitigating its risk to below moderate, as determined by the tree risk assessment procedures outlined in *Best Management Practices – Tree Risk Assessment* (2nd edition 2017); and

ii. Provide a proposed plan for tree removal and replacement of trees in order to adhere to the originally-approved landscape plan for the subdivision.

B. *Just Cause Required for Removal.* No permit shall be issued without the applicant demonstrating just cause for the removal of a Protected Tree. Just cause must include evidence that:

(1) The tree is severely diseased, severely injured, or dead;

(2) The tree has a trunk that is located within ten (10) feet of a structure and poses a clear risk that cannot be mitigated to below moderate or has caused significant damage to the structure;

(3) The tree is at risk of falling onto persons or an existing structure inflicting personal injury or property damage and the risk cannot be mitigated to below moderate, or

(4) The tree interferes with utility lines or other utility appurtenances and creates an unsafe condition or unreasonable risk of property damage that cannot be mitigated to below moderate.

C. *Process of Review.* Each application for a permit to remove a Protected Tree shall be reviewed, a site visit may be conducted by City staff or contractor, and a decision shall be rendered whether to approve or deny the application based on the evidence provided and an on-site tree assessment if needed. A Protected Tree should only be approved for removal if all other professionally acceptable means of pruning, maintenance or thinning, including root pruning and maintenance, have been exhausted and removing the entire tree is the only means of practically mitigating its risk to persons or property to below a moderate risk.

D. *Additional Review Considerations.* Additional considerations in determining whether to approve the removal of a Protected Tree may include, but are not limited to:

- (1) Canopy coverage and available planting space on the lot.
- (2) The health of the tree, including clear evidence of any pest infestation, rot, oozing, broken limbs, cavity, decay, or root girdling.
- (3) Significant to severe damage that is occurring to structures or hardscapes, including sidewalks, driveways, roads, and swimming pools, which the City determines cannot be mitigated through measures other than tree removal, such as pruning of one or more branches or roots.

- (4) Whether structural improvements on the property were designed to avoid or minimize potential need for the removal of the tree(s) under review.
 - (5) Whether denial of the permit would create an unreasonable hardship on the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly zoned and situated properties.
 - (6) The sidewalk can be leveled to a safe condition for pedestrians by grinding the cement where a root has lifted the slab;
 - (7) The applicant has demonstrated to the satisfaction of the City that no reasonable alternatives would allow preservation of the tree(s).
- (F) Separate applications. A separate application, application fee and supporting documentation must be submitted for the removal of Protected Trees to be removed if the trees are located on separate lots, tracts, or parcels.
- (G) Review by the City.
- (1) Administrative Review: The Development Services Department shall consider all applications for tree removal for administrative review and approval, except as otherwise stated in Subsection 2 below.
 - (2) Commission Review of Applications for Tree Removal in Private Communities with City-Approved Landscaping Plans: At a publicly noticed hearing, the City Commission shall consider any application for removal of multiple trees in residential developments along a private road right-of-way, or within a landscape buffer, parking area, or common open space tract when such tree removal will:
 - i. Substantially change the aesthetic and landscape character of the community,

- ii. Cause the landscaping in the pertinent area to be inconsistent with an approved landscape plan, or
- iii. Result in 100 feet or more of contiguous road right-of-way, landscape buffer, parking area, or a sidewalk devoid of native or non-invasive adapted shade trees.

Such application shall follow the Large-Scale Site Plan process as established in Section 4-3, Article IV, Land Development Code, and shall include a Landscape Plan and Irrigation Plan, along with supporting documentation as established in Section 45-13 of this Article. Such Landscape Plan shall clearly identify the trees proposed for removal, the respective Risk Assessment for each tree, and any proposed Tree Replacement Plan. Such tree removal shall require issuance of a Large-Scale Tree Removal Permit following City Commission approval.

(H) Documentation Required for Tree Removal on Residential Property without a Permit.

- (1) A “Residential Property” under this section means a single family, detached building located on a lot that is actively used for single family residential purposes and that is either a conforming use or a legally recognized nonconforming use in accordance with the City’s land development regulations. The term “residential property” for purposes of this subsection does not include any property not meeting the aforementioned definition including, but not limited to, multifamily property, common areas owned by a homeowners or condominium association, vacant land zoned or designated residential or mixed use on the City’s Zoning Map or Future Land Use Map, public rights-of-way, or land subject to particular landscaping, tree planting, or preservation requirements pursuant to an executed

development agreement, landscape easement granted to the City, or conservation easement.

- (2) In accordance with Section 163.045, Florida Statutes, a property owner or other person who removes a Protected Tree on a Residential Property without a permit must, at the time of removal, possess written documentation of an onsite Risk Assessment signed by an arborist certified by the International Society of Arboriculture (ISA) or a Florida licensed landscape architect prior to removal of the tree that the tree poses an unacceptable risk to persons or property. Such documentation must demonstrate that the Protected Tree poses an unacceptable risk and that removal of the entire tree is the only means of practically mitigating its risk to below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices – Tree Risk Assessment (2nd edition 2017), and must be provided for each tree individually and separately. Documentation of an onsite Risk Assessment, even if signed by a certified arborist or licensed landscape architect, that was conducted after a protected tree was removed without a permit shall not constitute appropriate or acceptable documentation or justification.
- (3) The Risk Assessment must identify the credentials, name, address, office and cell phone number and certification signature of the certified arborist or Florida licensed landscape architect.
- (4) Upon request, the onsite Risk Assessment must be presented to any city officer, employee or city contractor requesting review of such documentation. Within ten (10) days after commencement of the tree removal, the property owner shall have

the onsite Risk Assessment delivered to the City's Development Services Department.

- (5) Invoking the provisions of this Section and Section 163.045, Florida Statutes, does not relieve the property owner from compliance with the minimum lot tree requirements of Section 45-12.
- (6) This section does not relieve a property owner of a single family detached home of any requirement under this code to have a minimum of three trees per lot, or one tree per lot if a septic tank services the lot.
- (7) Failure to comply with this subsection or any part thereof constitutes a violation of this code.

SECTION 3. That Chapter Section 163-8 of the Code of Ordinances (Trimming) is hereby amended and modified to read as follows (underlined language are additions; stricken-through language are deletions; sections not included are not being modified):

A. Trees and shrubs standing in or upon any public way, or upon any private premises adjacent to any public way or public area shall be kept trimmed so that the lowest branches projecting over the public street provide a clearance of not less than 14.5 feet, provided that the tree retains a live crown ratio of at least 50% after trimming. The Director or his/her designee may waive the provisions of this Section if he/she determines that they do not interfere with public travel, obstruct the light of any street light or endanger public safety.

C. Clearance from sidewalk to lower branches shall not be less than ~~ten~~ 8.5 feet, provided that the tree retains a live crown ratio of at least 50% after trimming. All trees standing upon private property in the City, the branches of which extend over the line of the street, shall be trimmed so that no branch shall grow or hang over the line of the sidewalk lower than ten feet

above the level of the sidewalk. No tree shall be permitted to grow in such a manner as to obstruct the proper diffusion of light from any public lamp.

E. E. Trees shall be pruned in accordance ~~the ANSI A-300 Pruning standard and ANSI A133.1 safety standard~~ Professional Tree Care Resources – Guide for Tree and Palm Maintenance Along Florida Roadsides, University of Florida IFAS/Extension, as amended.

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

SECTION 5. 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 6. Effective Date. This Ordinance shall become effective upon approval at a second reading.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

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

FISHBACK DOMINICK

By: _____
Richard S. Geller
City Attorney

Select Year: 2023 ▼ Go

The 2023 Florida Statutes (including Special Session C)

[Title XI](#)
COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.045 Tree pruning, trimming, or removal on residential property.—

(1) For purposes of this section, the term:

(a) “Documentation” means an onsite assessment performed in accordance with the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017) by an arborist certified by the International Society of Arboriculture (ISA) or a Florida licensed landscape architect and signed by the certified arborist or licensed landscape architect.

(b) “Residential property” means a single-family, detached building located on a lot that is actively used for single-family residential purposes and that is either a conforming use or a legally recognized nonconforming use in accordance with the local jurisdiction’s applicable land development regulations.

(2) A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on a residential property if the property owner possesses documentation from an arborist certified by the ISA or a Florida licensed landscape architect that the tree poses an unacceptable risk to persons or property. A tree poses an unacceptable risk if removal is the only means of practically mitigating its risk below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017).

(3) A local government may not require a property owner to replant a tree that was pruned, trimmed, or removed in accordance with this section.

(4) This section does not apply to the exercise of specifically delegated authority for mangrove protection pursuant to ss. [403.9321-403.9333](#).

History.—s. 1, ch. 2019-155; s. 1, ch. 2022-121.

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE AMENDING CHAPTER 45, SECTION 45-4 OF ARTICLE I, AND SECTIONS 45-13 AND 45-15 OF ARTICLE II, AND SECTION 163-8 OF THE CITY OF OCOEE CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF A PROTECTED TREE, TO REQUIRE JUST CAUSE FOR REMOVAL OF A PROTECTED TREE, TO PROVIDE FOR A PROCESS FOR REVIEW AND ADDITIONAL CONSIDERATIONS FOR APPROVAL OF A TREE REMOVAL PERMIT BY THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF OCOEE AND THE CITY COMMISSION, TO ESTABLISH STANDARDS FOR DOCUMENTATION WHEN PROTECTED TREES ARE REMOVED ON RESIDENTIAL PROPERTY WITHOUT A PERMIT, TO ESTABLISH STANDARDS FOR TREE PRUNING AND MAINTENANCE AND TO IDENTIFY PROHIBITED ACTIVITIES; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND 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.

- ☒ X 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.

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

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

Amends Chapter 45, Arbor Code to acknowledge Florida Statutes Section 163.045, provides an update to the definition of "protected tree", clarifies and revises tree requirements, provides Commission review process for private residential rights-of-ways, landscape buffers, parking areas, and common open space, and clarifies tree pruning and maintenance regulations.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur; **N/A**

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

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

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

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

None