



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

March 4, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

2025 National MS Awareness Week Proclamation

Black History Month Essay Contest Awards

• 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 February 18, 2025. **(City Clerk Sibbitt)**
2. Approval of Resolution and the Florida Department of Transportation Highway Maintenance Memorandum of Agreement. **(City Engineer Womack)**
3. Approval of Renewal of Service Agreement for Software and Hardware Maintenance and Repair for the Fire Department's Fire Station Alerting System. **(Deputy Fire Chief Van Camp)**
4. Approval of TEAM Equipment Inc. as a Sole Source Provider for Paratech Technical Rescue Equipment. **(Deputy Fire Chief Van Camp)**
5. Approval of Reserve at Lake Meadows Plat; Project No. LS-2024-003. **(Development Engineer Keaton)**
6. Approval of the West Orange Narcotics Task Force Agreement for 2025-2026. **(Police Chief Ogburn)**
7. Approval of the Retirement of Police Canine "Reno". **(Police Chief Ogburn)**
8. Approval for Declaration of City Surplus Property. **(Procurement Manager Tolbert)**
9. Approval to Replace Fuel Dispensers City-Wide and Surplus of Old Equipment. **(Assistant Public Works Director Gajadhar)**

10. Approval of Rush Truck Centers of Florida, Inc., as Single Source Vendor. **(Public Works Director Krug)**
11. Approval of Resolution of Pending Legislation to Provide for New Governing Policy Framework and Land Development Regulations. **(Zoning Manager Whitfield)**

• **FIRST READING OF ORDINANCE**

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

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

• **PUBLIC HEARING**

• **REGULAR AGENDA**

13. Approval of Resolution Adopting an Updated Fee Schedule for Fire Permits and Related Fees. **(Concurrency & Commitment Coordinator McFarlane)**
14. City Attorney Discussion Regarding the Contract for Purchase of 17.96 acres of City-Owned Property by GPK OET LLC

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

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

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



Proclamation

- WHEREAS,** The second full week in March is MS Awareness Week throughout the country; and
- WHEREAS,** In 2025, March 9-15 is MS Awareness Week and a time to drive awareness of Multiple Sclerosis to achieve our vision of a world free of MS; and
- WHEREAS,** In 2019, the National MS Society released the findings of a prevalence study that found that nearly one million people in the US live with MS. That’s twice as many as we originally thought and it means you very likely know someone living with the disease, or someone who is caring for someone living with MS; and
- WHEREAS,** People with MS can better manage their disease when they have the support and understanding of the people around them— when their support networks, from doctors to employers to family members, have a better idea of what people with MS experience every day; and
- WHEREAS,** The National MS Society is a movement by and for all people affected by multiple sclerosis. We embrace and are committed to bringing our entire MS community together, representative of all the various dimensions of diversity, so that everyone feels at home and supported by their National MS Society; and
- WHEREAS,** The Society paved the way for every effective MS treatment available today, including the first therapies for primary progressive and pediatric MS; and we’ve achieved more advances in MS than have been achieved for any other neurological condition. We continue to lead the way for discoveries in neurological diseases; and
- WHEREAS,** Our progress is accelerating. We’ve made more progress in the last five years than the 70 that preceded it, changing all aspects of life for people affected by MS; and
- WHEREAS,** MS is a complex disease that requires many solutions. The National MS Society helps people piece it all together so they can live their best lives; and
- WHEREAS,** To reach a world free of MS it will take all of us—our time, our energy, our resources. Together is the only way forward.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF OCOEE *does hereby declare the week of March 9-15, 2025, as*

NATIONAL MS AWARENESS WEEK

in the City of Ocoee.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 4th day of March, 2025.

Rusty Johnson, Mayor

February 18, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **David Williamson**, *Central Florida Freethought Community*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Kennedy**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

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

Presentation on Energy Choice Initiatives at Lake Apopka Natural Gas District - **General Manager/CEO Brent Haywood** spoke on the topic of the electrification movement and the cost involved. He summarized the energy choices in Florida and encouraged the City to adopt an ordinance that requires developers to pay for and install natural gas mains as part of their Development Agreements. He shared this proposal will ensure families the right of energy choice.

Mr. Haywood answered all questions from the City Commission regarding the cost-sharing of natural gas installation in new subdivisions, as well as the costs associated with installation in existing subdivisions.

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

• **PUBLIC COMMENTS 6:42 PM**

The following persons addressed the City Commission:

- **Jim Moyer**, *Orange County Water and Soil Conservation District 2 Supervisor*, spoke on the importance of clean water and soil.
- **Brad Lomneck**, *Ocoee Resident*, commented on the natural gas presentation and expressed his discontent with the support of bringing natural gas with new development when existing homes are not offered the same benefit as there are no lines to tie into. **Mayor Johnson** commented that lines have been installed near existing homes and the costs to tie into the lines were minimal.

• **CONSENT AGENDA 6:48 PM**

Consent Agenda Motion

Commissioner Oliver moved to pull Item #5 for brief discussion and separate consideration. Motion died for lack of second.

Motion: Move to adopt the Consent Agenda Items #1-10; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-1 with Commissioner Oliver opposing.

1. Approval of Minutes from the Regular City Commission Meeting held February 4, 2025. **(City Clerk Sibbitt)**
2. Appointment of an Alternate Member to the 2025 Canvassing Board. **(City Clerk Sibbitt)**
3. Approval of the 429 Business Center Plat. **(Development Engineer Keaton)**
4. Approval of the Assignment of Contract between BeatCreative Marketing LLC (Assignor) to Beyond Marketing & Business Solutions LLC (Assignee) for Marketing Services for the City of Ocoee's 100-Year Anniversary and Annual Sole Source Marketing Services for the Ocoee Lakeshore Center. **(Parks and Leisure Services Deputy Director Gaines)**
5. Approval for the City to Take Control of Ocoee Little League Operations. **(Parks and Leisure Services Director Johnson)**
6. Approval of the Repeal of the Arden Park North 2A and 2B Traffic Enforcement Agreements and Authorize a New Master Traffic Enforcement Agreement with the Arden Park Master Homeowners Association, Inc. **(Police Chief Ogburn)**
7. Approval of Orange County Intergovernmental Radio System Encryption Key Request. **(Police Chief Ogburn)**
8. Approval to Piggyback Volusia County Contract for Coatings for Wet Well and Manholes with Atlantic Pipe Services. **(Utilities Director Bolling)**
9. Approval to Contract Raftelis Financial Consultants, Inc. to Perform a Water, Wastewater, and Reclaimed Water Revenue Sufficiency Study. **(Utilities Director Bolling)**
10. Approval for the Covington Oaks Large Scale Final Subdivision Plan (LS-2024-001). **(Zoning Manager Whitfield)**

• **FIRST READING OF ORDINANCE 6:49 PM**

11. First Reading of Ordinance Amending Chapter 51, Building Code, Code of Ordinances, Providing for Updated and New Permitting and Inspection Fees. **(Concurrency & Commitment Coordinator McFarlane)**

City Attorney Geller read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the City Commission meeting scheduled for March 4, 2025, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:50 PM**

12. Second Reading and Public Hearing of an Ordinance for Ocoee Regional Sports Complex Large-Scale Comprehensive Plan Future Land Use Map (FLUM) Amendment from Low Density Residential (LDR) and Conservation (CON) to Commercial (COMM) and Corresponding Text Amendment to the Future Land Use Element; Project No. CPA-2024-006. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented an overview of the Ocoee Regional Sports Complex Large-Scale Comprehensive Plan Future Land Use Map Amendment to convert approximately 117.7 acres of Low Density Residential and 32.3 acres of Conservation to approximately 150 acres of Commercial future land use designation. She further briefed the City Commission on the proposed text amendment to certain provisions and policies within the Future Land Use Element for the Ocoee Regional Sports Complex. The development of the Ocoee Regional Sports Complex, located within the Northwest Activity Center, will involve the removal and disposal of contaminated soil from the Brownfield site. A Conceptual Plan was shown that highlighted the project facilities. **Zoning Manager Whitfield** explained staff's analysis to be sure there is consistency with Chapter 163 F.S. and JPA, internal consistency with adopted elements, access and circulation, transportation (based on the maximum 17,960 net new external daily trips), utilities (water, sewer, wastewater), stormwater, environmental resources (wetlands, surface waters, flora, fauna, habitat), and public safety (fire and police).

Zoning Manager Whitfield provided a summary of the subject parcels and the proposed Planned Unit Development (PUD) for the Ocoee Regional Sports Complex. She also outlined the parameters of the required Land Use Plan (LUP) required as part of the proposed PUD, the development sequencing plan, and the proposed emergency access and sheltering plan. At the request of the City Manager, **Zoning Manager Whitfield** summarized the extensive review process of a comprehensive plan amendment, and the agencies who are involved with this review process.

City Attorney Geller read the title of the ordinances for both Items #12 and #13.

The public hearing was opened.

The following persons addressed the City Commission:

- **Marcos Bastian**, *AECOM*, thanked the City staff and City Commission for their time. He remarked on the high level of support and collaboration he has received from staff since the start of the project and expressed his gratitude for all organizational levels within the City. He further presented a PowerPoint which highlighted the planning timeline, design concept, and vision of the Ocoee Regional Sports Complex. He noted the development would include multi-purpose sports fields, hotels, retail, restaurants, entertainment, and indoor sports. This project is expected to create nearly 10,000 short-term construction jobs and approximately 5,000 permanent positions, generating an estimated \$500 billion in annual positive economic impact for the local community. **Mr. Bastian** shared that there are plans to enhance the existing roadway network, and that environmental concerns are being addressed through the improvements to the brownfield.
- **Ed Roberts**, *Ocoee Resident*, shared his support of the project and asked about the possibility of installing a sound barrier around his neighboring property. Additionally, he inquired about the access points to his property. **Mr. Douglas** addressed his concerns. **City Manager Shadrix** clarified that this will be addressed as part of the site plan process.
- **Judah Howell**, *Glad Tidings Church Representative*, expressed support for the project

and shared his enthusiasm about the proposed plans.

- **Chris Adkins**, *Ocoee Resident*, inquired about the arsenic, expressed concerns regarding the project's timeline and scale, and voiced his concerns about the low-density residential issue he believes exists in the City. He also asked if there is an agreement or bond in place to protect the City in case the project is not completed. **City Manager Shadrix** addressed his concerns.
- **Victoria Graver**, *Ocoee Resident*, expressed support for the project, stating that it will put Ocoee on the map and benefit the children in the community.

The public hearing was closed.

Jaime Douglas, *Montierre Development*, addressed the concerns raised during public comments and shared that his team is focused on improving the community.

Commissioner Oliver acknowledged that many of the questions regarding property contamination and infrastructure, which were his primary concerns, have been addressed. He also expressed his support for the project and hopes that the citizens will view it as a great addition to the City.

Commissioner Firstner expressed support for the project, citing the economic boost it will bring to the City. He also shared his appreciation for Montierre Development, noting their willingness to collaborate and address every issue raised, as the City Commission shares the same concerns as the residents. He mentioned that infrastructure improvements will be made to help resolve traffic issues.

Commissioner Wilsen also expressed support for the project and stated that she wished other development projects could progress as quickly as this one. She noted that given the scale of the project, the timeline appropriately reflects the progress made.

Commissioner Kennedy commented on the land's multi-use potential and the economic boost it will bring to the City. He pointed out that citizens are excited about the job opportunities. He thanked City Manager Shadrix and the team for their competence in handling the project. He also inquired if there were any disagreements with staff regarding the concerns raised at the DRC meeting. **Mr. Douglas** responded to his question. **Commissioner Kennedy** then asked Mr. Douglas about the likelihood of a single-family home builder cleaning up the brownfield, to which Mr. Douglas provided an answer and explained the extensive process for cleaning the site.

Mayor Johnson commented on the benefits the project will bring to the community, including an expanded tax base and job opportunities for local contractors and residents. He noted that the traffic issues on Ocoee Apopka Road are largely caused by residents from neighboring cities using the road. He also mentioned that the County has provided little assistance in funding to help address this issue. He further commended Mr. Douglas and his team for their excellent work.

Motion: Move to approve Ordinance 2025-01 for Ocoee Regional Sports Complex Large-Scale Comprehensive Plan Future Land Use Map (FLUM) Amendment from Low Density Residential (LDR) and Conservation (CON) to Commercial (COMM) and Corresponding Text Amendment to the Future Land Use Element; Project No. CPA-2024-006, subject to

staff's recommendation; Moved by Commissioner Wilsen, Seconded by Commissioner Firstner; Motion carried unanimously.

13. Second Reading of Ordinance for the Ocoee Regional Sports Complex Rezoning to PUD; Project No. RZ-24-09-07. **(Zoning Manager Whitfield)**

Zoning Manager Whitfield presented this item in conjunction with Item #12.

City Attorney Geller read the title of the ordinance under Item #12.

The public hearing was opened and comments were heard under Item #12 before the vote below.

Motion: Move to approve Ordinance 2025-02 for Ocoee Regional Sports Complex Rezoning to PUD; Project No. RZ-24-09-07, subject to staff's recommendations; Moved by Commissioner Kennedy, Seconded by Commissioner Oliver; Motion carried unanimously.

Jaime Douglas, Montierre Development, expressed his gratitude to the City Commission and City staff for their support and the time they have dedicated throughout this process.

14. Second Reading of Ordinance Updating Chapter 45, Arbor Code, and Chapter 163, Trees on Public Lands, Code of Ordinances, Relating to the Definition of a Protected Tree and Tree Protection, Trimming, and Removal Requirements. **(Development Services Director Corless)**

Development Services Director Corless summarized the proposed ordinance for updating Chapter 45, Arbor Code, and Chapter 163, Trees on Public Lands, Code of Ordinances, relating to the definition of a Protected Tree and Tree Protection, Trimming, and Removal Requirements. She outlined the related regulations, requirements, and the application process for tree removal.

Commissioner Kennedy asked about the penalty for failing to use a certified arborist, not submitting the required report within 10 days, cutting a tree without a permit, or not planting replacement trees. **Development Services Director Corless** addressed his questions. He also asked whether stump grinding is required and requested clarification on the terminology regarding not altering the aesthetic character. **Development Services Director Corless** addressed his question.

Commissioner Firstner asked if the City would be reaching out to the HOAs and tree companies to inform them about the changes to the arbor code. **Development Services Director Corless** responded to his question and explained the outreach process.

Commissioner Oliver thanked the City for maintaining the balance between the ecosystem and development.

City Attorney Geller read the title of the ordinance.

The public hearing was opened.

The following persons addressed the City Commission:

- **Frances Roberts**, *Ocoee Resident*, asked if it would be possible to require fruit trees instead of just shade trees to benefit the environment. **Development Services Director Corless** addressed her question.

The public hearing was closed.

Motion: Move to approve Ordinance 2025-03 Updating Chapter 45, Arbor Code, and Chapter 163, Trees on Public Lands, Code of Ordinances, Relating to the Definition of a Protected Tree and Tree Protection, Trimming, and Removal Requirements, subject to staff's recommendation; Moved by Commissioner Kennedy, Seconded by Commissioner Firstner; motion carried unanimously.

- **PUBLIC HEARING** - None
- **REGULAR AGENDA** - None
- **COMMENTS FROM COMMISSIONERS** 8:22 PM

Commissioner Oliver – Commented on the following:

- 1) Announced that Clarke Road is nearly complete and is expected to be fully open by February 28th.
- 2) Announced the Municipal Election on March 11th and reminded those wishing to vote by mail that you must re-register their vote by mail request.
- 3) Announced that he wanted to discuss Item #5 from the consent agenda, because he would like to see a full business plan.
- 4) Read an inspirational quote.

Commissioner Firstner – No further comments.

Commissioner Wilsen – Commented on the following:

- 1) Announced the date, time, and location for the Shred to Protect and Spring into Conservation events held in March.

Commissioner Kennedy – Commented on the following:

- 1) Stated that for Item #5 of the consent agenda, the City is not taking over a business and there is no business plan. He stated that the board that runs the little league dissolved and the City is taking control of the operations.
- 2) Asked for clarification on the voter registration information. **City Clerk Sibbitt** announced the voter registration deadline date, stating the information is located on the City's website. She also suggested that voters go to the Supervisor of Elections website for more voter registration information. **Commissioner Kennedy** encouraged residents to go to the website for accurate information on voter registration information.

Mayor Johnson – Commented on the following:

- 1) Announced the Annual Black History Month Essay Contest.
- 2) Announced upcoming City events taking place in March
- 3) Announced the March 11th Municipal Election and urged residents to visit the City's website for up-to-date information.
- 4) Addressed a concern regarding his attendance at the Political Forum hosted by the Ocoee Women's Club on February 12th, clarifying that he attended as a resident.
- 5) Read the eligibility requirements for a resident to run for the Office of Mayor or Commissioner and announced that he will be running for Mayor again, in 2027.
- 6) Addressed comments made by a Commissioner to their congregation and expressed his disappointment with those remarks.

• **ADJOURNMENT 8:41 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: March 4, 2025
Item #: 2

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Resolution and the Florida Department of Transportation Highway Maintenance Memorandum of Agreement. (City Engineer Womack)

Background Summary:

This agreement provides for funding from the Florida Department of Transportation (FDOT) to the City for routine maintenance activities on several State highways within Ocoee's corporate limits. The work order under this Agreement will provide the City of Ocoee with an annual payment of \$53,210.00 for the duration of the three (3) year term. This figure reflects a 76% increase from the previous agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve and sign the Resolution and the Florida Department of Transportation Highway Maintenance Memorandum of Agreement?

Recommendations:

City Staff recommends the Honorable Mayor and City Commissioners approve and sign the Resolution and the Florida Department of Transportation Highway Maintenance Memorandum of Agreement

Attachments:

1. FDOT Highway Maintenance Memorandum of Agreement AT067
2. Resolution

Financial Impacts:

The \$53,210.00 represents a 76% increase over the current yearly FDOT highway maintenance reimbursement.

Type of Item: Consent

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT067

FINANCIAL PROJECT NO.:244298-1-78-05

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Ocoee, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

CONTRACT NO.: **AT067**

FINANCIAL PROJECT NO.: **244298-1-78-05**

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$13,302.50 per quarter, equating to \$53,210.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Fulton Montgomery. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Project Manager

Name: Fulton Montgomery

Address: 420 West Landstreet Road, Orlando, Florida, 32824

Telephone: 321-319-8125

Email: Fulton.Montgomery@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: City Engineer and Assistant Public Works Director

Name: Milen Womack, P.E.

Address: City of Ocoee, 301 Maguire Road, Ocoee, FL, 34761

Telephone: 407-554-7313

Email: mwomack@ocoe.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

CITY OF OCOEE SIGNATURE PAGE

Florida Department of Transportation
Highway Maintenance Memorandum Of Agreement, AT067

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

DATE:_____

(SEAL)

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

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

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
75050-000	50	W. Colonial Drive from S.R. 429 (MP 6.081) to Good Homes Road (MP 9.338)	3.257 Miles
75180-000	437	Ocoee-Apopka Road from Franklin Street (MP 0.000) to Silver Star Road (MP 0.106)	0.106 Miles
75230-000	438	Franklin Street/Silver Star Road from S. R. 429 (MP 6.752) to S.R. 437 (MP 7.151)	0.399 Miles
75250-000	438	Silver Star Road from Ocoee-Apopka Road (MP 0.000) to Silver Bend Boulevard (MP 2.533) and from Coventry Lane (MP 3.082) to Woodhaven Court (MP 3.262)	2.713 Miles
75250-003	438	Silver Star Road (Realignment) from Silver Bend Boulevard (MP 0.000) to Coventry Lane (MP 0.524)	0.524 Miles

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☒	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☒	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☐	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☐	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☒	464	Outfall Ditches – Clean and Repair: Cleaning outfall ditches and restoration of slopes and bottom area. Do not report to this activity when efforts are limited to brush and weed cutting.
☒	540	Graffiti Removal: Removal (by paint, chemicals or pressure washing) of unsightly markings from bridges, barrier walls, and other structures within the right of way. Does not include any sign work.
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RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE A STATE HIGHWAY MAINTENANCE
MEMORANDUM OF AGREEMENT BETWEEN THE CITY
AND THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR THE MAINTENANCE OF STATE ROAD RIGHT-OF-
WAYS BY THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida statutes.

SECTION 2. The Mayor and City Clerk are hereby authorized and directed to execute the State Highway Maintenance Memorandum of Agreement, Contract No.: AT067, between the City and the Florida Department of Transportation, a copy of which is attached hereto and incorporated by reference.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of the Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

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

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____, 2025.**

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

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney



Meeting Date: March 4, 2025
Item #: 3

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of Renewal of Service Agreement for Software and Hardware Maintenance and Repair for the Fire Department's Fire Station Alerting System. (Deputy Fire Chief Van Camp)

Background Summary:

Since 2019, the Ocoee Fire Department has utilized Honeywell International Inc., through its US Digital Designs group (USDD) to provide service and maintenance to its dispatching system and software. The current agreement expires in May 2025 and is required to be renewed.

The new Service Agreement with USDD will commence on May 25, 2025, and will include software maintenance, hardware repairs, 24/7 emergency support, software updates, and system troubleshooting. The agreement also allows for advanced hardware replacement and remote technical assistance, ensuring minimal system downtime. It will ensure the continued operation and maintenance of the Phoenix G2 Fire Station Alerting System.

The initial term of the new agreement is for one-year with the option to renew for four additional one-year terms.

Issue:

Should the Honorable Mayor and City Commissioners approve the renewal of the Service Agreement with USDD including the option to renew it for four additional one-year terms?

Recommendations:

Given the critical nature of the Fire Station Alerting System in emergency response operations, staff recommends the Honorable Mayor and City Commissioners approve the new Service Agreement and annual renewals with USDD to ensure continued operational readiness and efficiency.

Attachments:

1. Service Agreement 2025

Financial Impacts:

The financial commitment will be \$10,508.64 for the first year, which is included in the Department's FY24/25 budget.

Type of Item: Consent



US DIGITAL DESIGNS
by Honeywell

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Honeywell International Inc., through its US Digital Designs group (“Honeywell”), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity (“Customer”):

City of Ocoee Fire Rescue Department
Attn: Fire Chief Tom Smothers
City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761
Email: tsmothers@occoee.org

Recitals. Customer requires Honeywell to provide Software maintenance and Hardware repair services for its USDD Phoenix G2 Fire Station Alerting System Products (as those terms are defined below). Honeywell has agreed to service Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 8, below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. **“Commencement Date” shall be May 25, 2025.**
- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. “Emergency Support” means telephone access for Customer’s “System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.
- f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of

Honeywell's direct control does not constitute a Mission Critical Failure.

- g. "Services" shall have the meaning set forth in Section 2, below;
- h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;
- i. "System" means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;
- j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 12, below.

2. **Honeywell Scope of Services.** During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by Honeywell;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

3. **Claims.** Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

4. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

5. **Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of a Hardware component during the Term, the Customer shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that the Customer is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

6. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

7. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of

Honeywell, use with non-Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract.

8. **Additional Services by Honeywell.** Except for the Services, all other acts or performances requested or required of Honeywell by Customer ("Additional Services") will be charged at Honeywell's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

9. **Authorized Support Contacts.** In order to facilitate Honeywell's delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services ("Authorized Contacts"). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

10. **Customer Facilitation of Services.** Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 11 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;

- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with Honeywell's operating instructions; and
- f. The security and integrity of the System.

11. **Remote Access.** Honeywell requires remote network access to the Customer's System, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer's System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. **Timely Access.** Customers must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. **Physical Security Tokens.** Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens this may delay after hours service.

12. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of Customer’s intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the “Annual Fee” (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Honeywell may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

13. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), Customer shall pay Honeywell an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances (“Base Amount”), multiplied by .10. ***The parties acknowledge the base amount for the initial term is \$105,086.42; which equates to the initial term annual fee of \$10,508.64.*** Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. Honeywell may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

14. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. Honeywell reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of Honeywell.
- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.

- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by Honeywell to have been abandoned by Customer. Honeywell will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

15. Exclusions and Limitations. Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF

RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Service Agreement.

17. **Dispute Resolution/Arbitration.** Before the Parties initiate any dispute resolution process related to this Agreement, other than for injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each Party. At the conference, each Party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one Party refuses to attend the conference, then the Parties further agree that any remaining dispute between them arising out of or relating to this Agreement, other than claims related to Honeywell's Intellectual Property rights (or those of any of its licensors, affiliates and partners), will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's regional Phoenix office and by single arbitrator. Discovery may be conducted either upon mutual consent of the Parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon the Parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Parties hereto expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing Party shall be entitled to the payment of its reasonable attorneys' fees and costs, including expert witness fees and costs, as determined by the arbitrator. Each of the Parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

18. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

19. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

20. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

21. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

22. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

23. **Review.** The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

24. **Assignment.** The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

25. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

26. **Images and Testimonials.** During the term of this Agreement, Customer agrees that Honeywell may take, make, or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "**Images**"). In addition, Honeywell may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "**Testimonials**"). Customer consents to Honeywell's use of such Images and Testimonials for verification, training, and promotional purposes in Honeywell's sole discretion and agrees that all such Images and Testimonials shall remain the property of Honeywell and may be used and exploited in any media format.

27. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Ocoee Fire Rescue Department

**Honeywell International Inc.
Through Its US Digital Designs Group**

By: _____

By: _____

Name: _____
Its: _____
Date: _____

Name: Andrew Blate
Its: Vice President/GM-Fire America
Date: _____

CITY OF OCOEE SIGNATURE PAGE
(US Digital Designs – Service Agreement 2025)

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

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

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney



Meeting Date: March 4, 2025
Item #: 4

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of TEAM Equipment Inc. as a Sole Source Provider for Paratech Technical Rescue Equipment. (Deputy Fire Chief Van Camp)

Background Summary: The Ocoee Fire Department seeks approval from the City Commission to designate TEAM Equipment Inc. ("TEAM") as a sole source provider for Paratech specialized technical rescue equipment. This designation will allow the department to procure specialized rescue tools, ensuring continuity of operations, compatibility with existing equipment, and compliance with industry standards.

TEAM is a recognized leader in technical rescue solutions, including structural collapse, vehicle extrication, and trench rescue equipment. The department has utilized Paratech products due to their reliability, durability, and industry-standard compliance. Based on the attached authorized letter from TEAM, the company has confirmed its status as a sole source provider for Paratech products in the region. The designation is essential to maintain uniformity in the department's rescue operations and ensure seamless integration with its current inventory.

RATIONALE FOR SOLE SOURCE PROCUREMENT:

- **Equipment Standardization:** The department has extensively invested in rescue tools and continued procurement ensures compatibility with current assets.
- **Operational Efficiency:** Utilizing standardized equipment reduces training time and enhances firefighter proficiency during emergency operations.
- **Proven Reliability:** TEAM Paratech products are known for their superior performance, longevity, and compliance with fire service industry standards.
- **Manufacturer Authorization:** The attached documentation confirms that TEAM is the sole source for Paratech equipment, eliminating competitive alternatives.

Issue:

Should the Honorable Mayor and City Commissioners approve the designation of TEAM as a sole source provider for Paratech technical rescue equipment for the Fire Department?

Recommendations:

City staff recommends that the Honorable Mayor and City Commissioners approve the designation of TEAM as a sole source provider for Paratech technical rescue equipment for the Fire Department.

Attachments:

1. Paratech-Team Authorized Letter

Financial Impacts:

The cost of purchasing equipment from this vendor will be funded and incorporated into the department's annual budget.

Type of Item: Consent



January 15, 2025

Ocoee Fire Department
563 S Bluford Ave.
Ocoee, FL 34761

Attn: Fire Chief Tom Smothers

I am pleased to inform you that TEAM Equipment Inc. is the only authorized Master Distributor of the Paratech Product Line and the only dealer providing product familiarization of our products in the State of Florida.

Please feel free to refer your product inquiries to TEAM.

They are well trained and properly equipped to service your requirements for Paratech products. I am quite proud of our long-standing relationship with TEAM and know they will serve you well before and after the sale.

I appreciate your interest in our fine products and along with TEAM look forward to providing you with the most advanced and highest quality equipment available for today's hazardous rescue operations.

Best Regards
PARATECH INC.

Hans Frank Normolle
Chief Sales Officer

STAFF REPORT

Meeting Date: March 4, 2025
Item #: 5

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of Reserve at Lake Meadows Plat; Project No. LS-2024-003. (Development Engineer Keaton)

Background Summary:

The Reserve at Lake Meadows subdivision property is located in Commission District 1, at 2149 Lauren Beth Ave., approximately 1,130 feet south of Lake Meadow Rd., which is 2,720 feet south of the intersection of Lake Meadow Rd./Ingram Rd and Clarcona Ocoee Rd. The Reserve at Lake Meadows property is identified as Parcel ID number 04-22-28-0000-00-024. The total area of the property amounts to approximately 18.58 acres.

The Final Subdivision Plan for the Reserve at Lake Meadows was approved by the City Commission on April 5, 2022, and is still under site construction for the required infrastructure. The final step in the development process is to plat the property in order to set the boundaries for all lots, rights-of-way, tracts, etc. The proposed Plat for The Reserve at Lake Meadow will create 46 lots for the residential subdivision, associated street right-of-way, and tracts for open space, recreation, and retention facilities. The Plat also includes easements for emergency vehicle access, reclaim water lines, drainage, stormwater retention pond, and other public utility easements.

The Reserve at Lake Meadows subdivision is platting prior to receiving a Certificate of Completion. Therefore, the developer is required to provide a Surety covering the outstanding proposed improvements as approved in the Preliminary / Final Subdivision Plans for Reserve at Lake Meadows. The Developer, Park Square Enterprises LLC, has provided the City with a Letter of Credit (United Community Irrevocable Stand-By Letter of Credit Number 6000562998) in the amount of \$854,134.03.

Issue:

Should the Honorable Mayor and City Commissioners approve and sign the Reserve at Lake Meadows Plat?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners approve the Reserve at Lake Meadows Plat and authorize the Mayor and City Clerk to sign the Plat.

Attachments:

1. Irrevocable Stand-By Letter of Credit
2. Reserve at Lake Meadows Plat

Financial Impacts:

There are no financial impacts to the City in accepting this Plat.

Type of Item: Consent



IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 6000562998

DATE: 01/29/2025

BENEFICIARY:
City of Ocoee
Attn: Martrivus Keaton
1 N. Bluford Ave.
Ocoee, Florida 34761

APPLICANT:
Park Square Enterprises LLC
5200 Vineland Road, Ste. 200
Orlando, Florida 32811

AGGREGATE AMOUNT: \$854,134.03 (EIGHT HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED THIRTY-FOUR AND 03/100 U.S. DOLLARS)

EXPIRY DATE: 01/29/2026

SUBDIVISION/PROJECT NAME: RESERVE AT LAKE MEADOWS

LADIES AND GENTLEMEN:

WE, UNITED COMMUNITY BANK (BANK), HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 6000562998, IN FAVOR OF THE CITY OF OCOEE, A MUNICIPAL CORPORATION ESTABLISHED UNDER THE LAWS OF THE STATE OF FLORIDA (BENEFICIARY), BY ORDER AND FOR ACCOUNT OF **PARK SQUARE ENTERPRISES LLC** (APPLICANT) UP TO THE AGGREGATE SUM OF **\$854,134.03 (EIGHT HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED THIRTY-FOUR AND 03/100 U.S. DOLLARS)**, WHICH IS AVAILABLE BY YOUR DRAFT AT SIGHT WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY OF THE FOLLOWING DOCUMENTS:

1. A STATEMENT SIGNED BY THE CITY OF OCOEE MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "WE HEREBY CERTIFY THAT THE FUNDS DRAWN UNDER LETTER OF CREDIT NO. 6000562998 ISSUED BY BANK ARE DUE BY REASON OF APPLICANT'S FAILURE TO COMPLETE THE FOLLOWING OBLIGATION: _____ (LIST WHAT APPLICANT FAILED TO COMPLETE AND REFERENCE PROVISION OF CITY CODE)"; OR
2. A STATEMENT SIGNED BY THE CITY OF OCOEE MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "WE HEREBY CERTIFY THAT THE PERFORMANCE OF APPLICANT'S OBLIGATION HAS NOT YET BEEN COMPLETED AND THE LETTER OF CREDIT WILL EXPIRE WITHIN 30 DAYS FROM THE DATE OF THE DRAWING WITHOUT BEING EXTENDED OR REPLACED TO THE CITY OF OCOEE'S SATISFACTION"; OR
3. A STATEMENT SIGNED BY THE CITY OF OCOEE MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "WE HEREBY CERTIFY THAT WE HAVE



ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED "DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. 6000562998 ISSUED BY UNITED COMMUNITY BANK (BANK NAME)."

THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING A PARTIAL DRAW SO LONG AS A SUM REMAINS TO BE DRAWN OR UNTIL THE LETTER OF CREDIT HAS EXPIRED.

THIS LETTER OF CREDIT SHALL BE IN FULL FORCE AND EFFECT UNTIL 01/29/2026, AND SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ONE NINETY (90) DAY PERIOD UNLESS THE BENEFICIARY IS PROVIDED WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED. SAID NOTICE SHALL BE PROVIDED VIA OVERNIGHT COURIER SERVICE OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY EXTENDED TERM.

EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR AGREEMENT REFERENCED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO, OR THIS LETTER OF CREDIT RELATES. ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO: UNITED COMMUNITY BANK- 250 SOUTH ORANGE AVE, SUITE 1200 ORLANDO, FL

THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" OF THE INTERNATIONAL CHAMBER OF COMMERCE IN EFFECT ON THE DATE OF ISSUANCE OF THIS LETTER OF CREDIT, AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" AND FLORIDA LAW SHALL ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN FLORIDA LAW AND THE LAW OF ANY OTHER STATE OR COUNTRY SHALL ARISE, FLORIDA LAW SHALL PREVAIL.

SIGNED,

A handwritten signature in blue ink, appearing to read 'Steve Rogner', written over a horizontal line.

Steve Rogner

Commercial Relationship Manager for United Community Bank

RESERVE AT LAKE MEADOWS

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AND A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF OCOEE, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST AND A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF OCOEE, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 RUN NORTH 89°07'16" EAST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF LAUREN BETH AVENUE, BEING A 60.00 FEET WIDE A RIGHT-OF-WAY AND SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°03'53" EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE, A DISTANCE OF 30.25 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 89°07'59" EAST, A DISTANCE OF 203.42 FEET; THENCE RUN NORTH 00°05'38" EAST, A DISTANCE OF 208.44 FEET; THENCE RUN SOUTH 89°07'59" WEST, A DISTANCE OF 203.53 FEET TO A POINT OF SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE RUN NORTH 00°03'53" EAST, A DISTANCE OF 422.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE DEPARTING SAID EASTERN RIGHT-OF-WAY LINE ALONG SAID NORTH LINE RUN NORTH 89°10'12" EAST, A DISTANCE OF 1293.99 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 RUN SOUTH 00°45'20" WEST, A DISTANCE OF 660.29 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE ALONG AFORESAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 RUN SOUTH 89°07'16" WEST, A DISTANCE OF 668.81 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 39°07'16", AND A CHORD DISTANCE OF 36.83 FEET WHICH BEARS SOUTH 69°34'03" WEST; THENCE DEPARTING SAID SOUTH LINE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 37.55 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE ALONG SAID TANGENT LINE RUN SOUTH 89°07'41" WEST, A DISTANCE OF 205.42 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF 38°00'03" AND A CHORD DISTANCE OF 37.77 FEET WHICH BEARS NORTH 71°52'15" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 38.47 FEET TO A POINT OF NON-TANGENCY WITH A LINE BEING AFORESAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE RUN SOUTH 89°07'16" WEST ALONG SAID NON-TANGENCY LINE, A DISTANCE OF 341.41 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 812,877 SQUARE FEET OR 18.661 ACRES, MORE OR LESS.

LEGEND

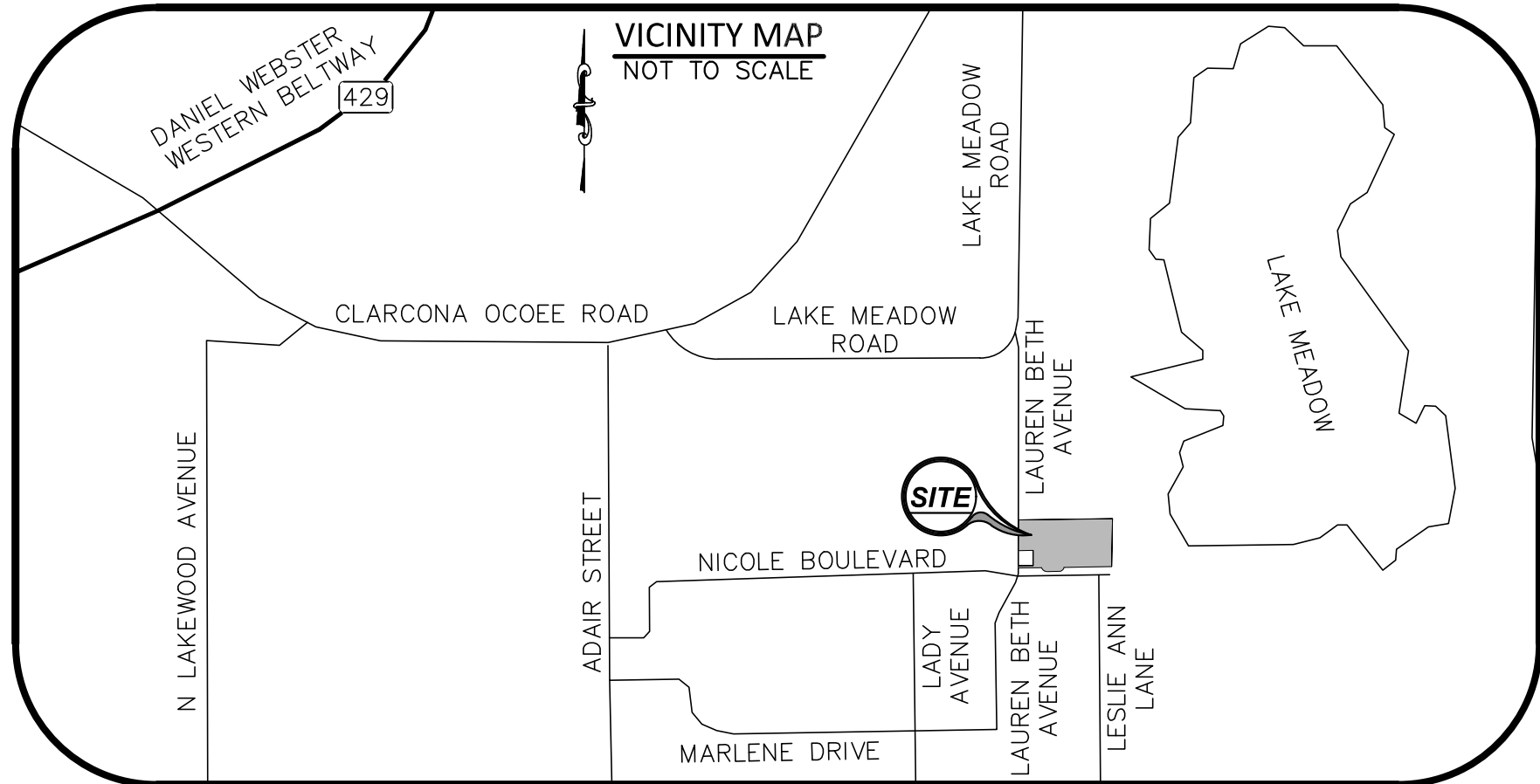
- ☐ = SET 4"x4" CM (CONCRETE MONUMENT) INSCRIBED 'PRM LB 6393' IN ACCORDANCE WITH F.S. 177.091(7) (UNLESS OTHERWISE NOTED)
- ☒ = SET NAIL AND DISK (PCP LB 6393) IN ACCORDANCE WITH F.S. 177.091(8)
- = CENTERLINE
- = CURVE TAG (SEE CORRESPONDING CURVE TABLE)
- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- DB = DEED BOOK
- DE = DRAINAGE EASEMENT
- DOC# = ORANGE COUNTY OFFICIAL RECORDS DOCUMENT NUMBER
- F.S. = FLORIDA STATUTES
- L# = LINE TAG (SEE CORRESPONDING LINE TABLE)
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- (NR) = NON-RADIAL
- (OA) = OVERALL DISTANCE
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PG(S) = PAGE(S)
- PI = POINT OF INTERSECTION
- PNT = POINT OF NON-TANGENCY
- PRM = PERMANENT REFERENCE MONUMENT
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- PT = POINT OF TANGENCY
- R/W = RIGHT-OF-WAY
- UE = UTILITY EASEMENT

PLAT NOTES:

- THE BEARINGS SHOWN HEREON ARE ASSUMED NORTH BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, BEING NORTH 89°07'16" EAST, ASSUMED.
- ALL CORNERS AND CHANGES IN DIRECTION OF LOTS AND TRACTS SHALL BE MONUMENTED BY A 1/2" IRON ROD AND CAP STAMPED "ASM LB 6393" SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE SHOWN.
- ALL LINES INTERSECTION CURVES ARE RADIAL UNLESS OTHERWISE SHOWN AS NON-RADIAL (NR).
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES; THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (SECTION 177.091 (28), FLORIDA STATUTES).
- THERE IS A 10.00' PUBLIC UTILITY EASEMENT (UE) ALONG ALL FRONT LOT AND TRACT LINES. A SIDEWALK EASEMENT, WITHIN THIS UTILITY EASEMENT, MAY BE NECESSARY TO PROTECT EXISTING TREES WITHIN THE PUBLIC RIGHT-OF-WAY. NO REMOVAL OF PROTECTED TREES SHALL BE UNDERTAKEN WITHOUT OBTAINING A PERMIT FROM THE CITY. UTILITY EASEMENTS ALONG ALL FRONT LOT LINES AND TRACTS SHALL ALSO BE FOR THE BENEFIT OF THE ASSOCIATION; HOWEVER, THE FEE SIMPLE OWNERS OF SAID LOTS AND TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN THE UTILITY EASEMENTS LOCATED UPON THEIR LOT AND/OR TRACT.
- CITY OF OCOEE UTILITIES AND ITS ASSIGNS SHALL HAVE THE RIGHT TO CLEAR AND KEEP CLEAR ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT REASONABLY INTERFERE WITH THE NORMAL OPERATION OR MAINTENANCE OF UTILITIES AND ANY FACILITIES PLACED WITHIN THE UTILITY EASEMENTS THEREON BY UTILITY PROVIDERS OR THEIR ASSIGNS. THE OWNER OF THE REAL PROPERTY DEPICTED ON THIS PLAT AGREES NOT TO BUILD, CONSTRUCT OR CREATE ANY BUILDINGS OR OTHER STRUCTURES ON THE HEREIN GRANTED UTILITY EASEMENTS THAT MAY INTERFERE WITH THE NORMAL OPERATION OR MAINTENANCE OF THE UTILITY FACILITIES INSTALLED THEREON.
- ANY IRRIGATION OR HARDSCAPE INSTALLED WITHIN THE HEREIN GRANTED UTILITY EASEMENTS THAT WILL IMPEDE THE ABILITY OF THE CITY OF OCOEE UTILITIES AND ITS ASSIGNS TO MAINTAIN OR REPAIR THE UTILITY FACILITIES INSTALLED THEREON SHALL BE RESTORED AT THE EXPENSE OF THE OWNER OF THE REAL PROPERTY.
- THE OBLIGATION OF THE CITY OF OCOEE UTILITIES AND ITS ASSIGNS TO RESTORE LANDSCAPING WITHIN THE HEREIN GRANTED UTILITY EASEMENTS SHALL BE LIMITED TO AN OBLIGATION TO RESTORE LANDSCAPING TO LANDSCAPING STANDARDS FOR CITY OF OCOEE RIGHT-OF-WAY AND SHALL NOT INCLUDE AN OBLIGATION TO RESTORE EXOTIC OR ENHANCED LANDSCAPING STANDARDS.
- THE COMMON AREAS AS MORE PARTICULARLY DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, MAY BE AMENDED OR SUPPLEMENTED THERETO (THE "DECLARATION") IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE RESERVE AT LAKE MEADOWS HOA, INC., A FLORIDA NON-PROFIT CORPORATION (THE "ASSOCIATION") AND SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE ASSOCIATION.
 - TRACT B (AMENITY)
 - TRACT C (OPEN SPACE)
 - TRACTS D, E, AND F (STORMWATER POND)
 - TRACT H (MEDIAN 'A')
 - ALL DRAINAGE EASEMENTS, AS SHOWN HEREON.
- TRACT A (WETLAND CONSERVATION), AS WELL AS THE UPLAND PRESERVATION AND WETLAND BUFFERS THEREIN, SHALL BE OWNED AND MAINTAINED BY THE CITY OF OCOEE, FLORIDA.
- TRACT G (LIFT STATION) SHALL BE OWNED AND MAINTAINED BY THE CITY OF OCOEE, FLORIDA.
- PROPERTY, AS DESCRIBED AND DEPICTED BY THIS PLAT, IS SUBJECT TO THE FOLLOWING TITLE MATTERS AS REPORTED BY THE PROPERTY INFORMATION REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FATIC FILE NO. 7222-6359580.
 - ORANGE/COUNTY/PRIMA VISTA UTILITY COMPANY, INC. FOR SEWER SERVICE TERRITORIAL AGREEMENT CONTRACT NO. S-87-8 RECORDED JUNE 10, 1987 IN OFFICIAL RECORDS BOOK 3894, PAGE 1363 AS AFFECTED BY FIRST AMENDMENT RECORDED FEBRUARY 23, 1994 IN OFFICIAL RECORDS BOOK 4702, PAGE 2589 AND SECOND AMENDMENT TO ORANGE COUNTY/CITY OF OCOEE SEWER SERVICE TERRITORIAL AGREEMENT AND TERMINATION OF THE ORANGE COUNTY/CITY OF OCOEE/WEST OAKS SQUARE, INC. WASTEWATER AGREEMENT RECORDED DECEMBER 7, 1999 IN OFFICIAL RECORDS BOOK 5896, PAGE 3531 AND THIRD AMENDMENT TO ORANGE COUNTY/CITY OF OCOEE SEWER SERVICE TERRITORIAL AGREEMENT (CONTRACT NO. S-87-8) RECORDED JANUARY 11, 2002 IN OFFICIAL RECORDS BOOK 6432, PAGE 2130, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. NOTE: THERE ARE NO PRIVATE RIGHTS.
 - ORANGE COUNTY/CITY OF OCOEE WATER SERVICE TERRITORIAL AGREEMENT CONTRACT NO. W-88-06 RECORDED NOVEMBER 23, 1988 IN OFFICIAL RECORDS BOOK 4034, PAGE 291 AND ORANGE COUNTY/CITY OF OCOEE WATER SERVICE TERRITORIAL AGREEMENT RECORDED AUGUST 1, 1989 IN OFFICIAL RECORDS BOOK 4102, PAGE 367, AS AFFECTED BY FIRST AMENDMENT RECORDED FEBRUARY 23, 1994 IN OFFICIAL RECORDS BOOK 4702, PAGE 2576 AND SECOND AMENDMENT RECORDED JANUARY 11, 2002 IN OFFICIAL RECORDS BOOK 6432, PAGE 2116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
 - ORDINANCE NO. 2007-019 FOR ANNEXATION OF THOMAS PROPERTY CASE NO. AX-04-07-07 TO THE CORPORATE LIMITS OF THE CITY OF OCOEE RECORDED AUGUST 23, 2007 IN OFFICIAL RECORDS BOOK 9405, PAGE 3874, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
 - ORDINANCE NO. 2007-020 FOR REZONING OF THOMAS PROPERTY CASE NO. RZ-07-04-08 BY THE CITY OF OCOEE CHANGING ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 TO OCOEE A-1 RECORDED AUGUST 23, 2007 IN OFFICIAL RECORDS BOOK 9405, PAGE 3879, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
 - ORDINANCE NO. 2020-039 OF THE CITY OF OCOEE, FLORIDA CHANGING THE ZONING CLASSIFICATION FROM OCOEE A-1 TO OCOEE PUD CASE NO. RZ-20-08-06 RESERVE AT LAKE MEADOW PUD RECORDED DECEMBER 16, 2020 IN INSTRUMENT NO. 20200659577, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
 - ASSIGNMENT OF DEVELOPMENT RIGHTS IN FAVOR OF PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 27, 2021 IN INSTRUMENT NO. 20210585540, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SHEET KEY
SEE SHEET 1 OF 2 FOR: LEGAL DESCRIPTION, PLAT NOTES, DEDICATION, VICINITY MAP, SIGNATORY BLOCKS, AND LEGEND
SEE SHEET 2 OF 2 FOR: OVERALL VIEW & LOT, TRACT AND EASEMENT DETAIL

ASM
AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
3191 Maguire Blvd, Suite 200, Orlando, FL 32803 Phone: 407-426-7979
LB#6393 nationalduediligenceservices.com



NOTICE
THE PROPERTIES DELINEATED ON THIS PLAT ARE SUBJECT TO AIRCRAFT NOISE THAT MAY BE OBJECTIONABLE

NOTICE
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PLAT BOOK PAGE

RESERVE AT LAKE MEADOWS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF A PORTION OF THE LANDS IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES ALL STREETS AND UTILITY EASEMENTS SHOWN ON THIS PLAT TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSE.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ON THIS ____ DAY OF ____ 2024.

PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
PRINT NAME TITLE

SIGNED AND SEALED IN THE PRESENCE OF:

SIGNATURE SIGNATURE

PRINT NAME PRINT NAME

STATE OF FLORIDA
COUNTY OF ____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION THIS ____ DAY OF ____ 2024, BY AS _____ OF PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY. SAID PERSON (CHECK ONE) IS [] PERSONALLY KNOWN TO ME OR [] PRODUCED _____ AS IDENTIFICATION

NOTARY PUBLIC: STATE OF FLORIDA
PRINTED NAME:
COMMISSION NO.:
MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT. THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED THEREIN AND PLATTED AND WAS MADE UNDER HIS DIRECT SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED OR SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA.

E. GLENN TURNER, P.S.M. DATE
REGISTRATION NUMBER: LS #5643
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NUMBER OF LEGAL ENTITY: LB 6393

CERTIFICATE OF APPROVAL BY
DEVELOPMENT SERVICES DIRECTOR

THE FOREGOING PLAT HAS BEEN EXAMINED AND APPROVED.

CITY DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

SIGNATURE DATE

MAX RAMOS, P.S.M. 6459
WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. LB 7932
550 NORTHLAKE BOULEVARD, SUITE 1000
ALTAMONTE SPRINGS, FLORIDA 32701

APPROVED BY OCOEE CITY
COMMISSION

THIS IS TO CERTIFY, THAT ON _____
2024 THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSIONERS OF OCOEE, FLORIDA.

CITY ATTORNEY MAYOR OF OCOEE

ATTEST: _____
CITY CLERK

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON _____ AS DOCUMENT NO. _____
COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA

BY: _____

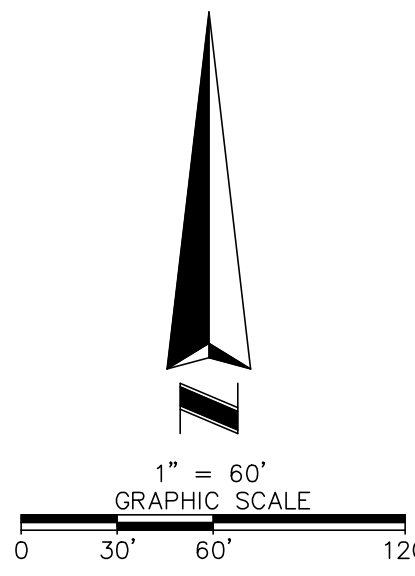
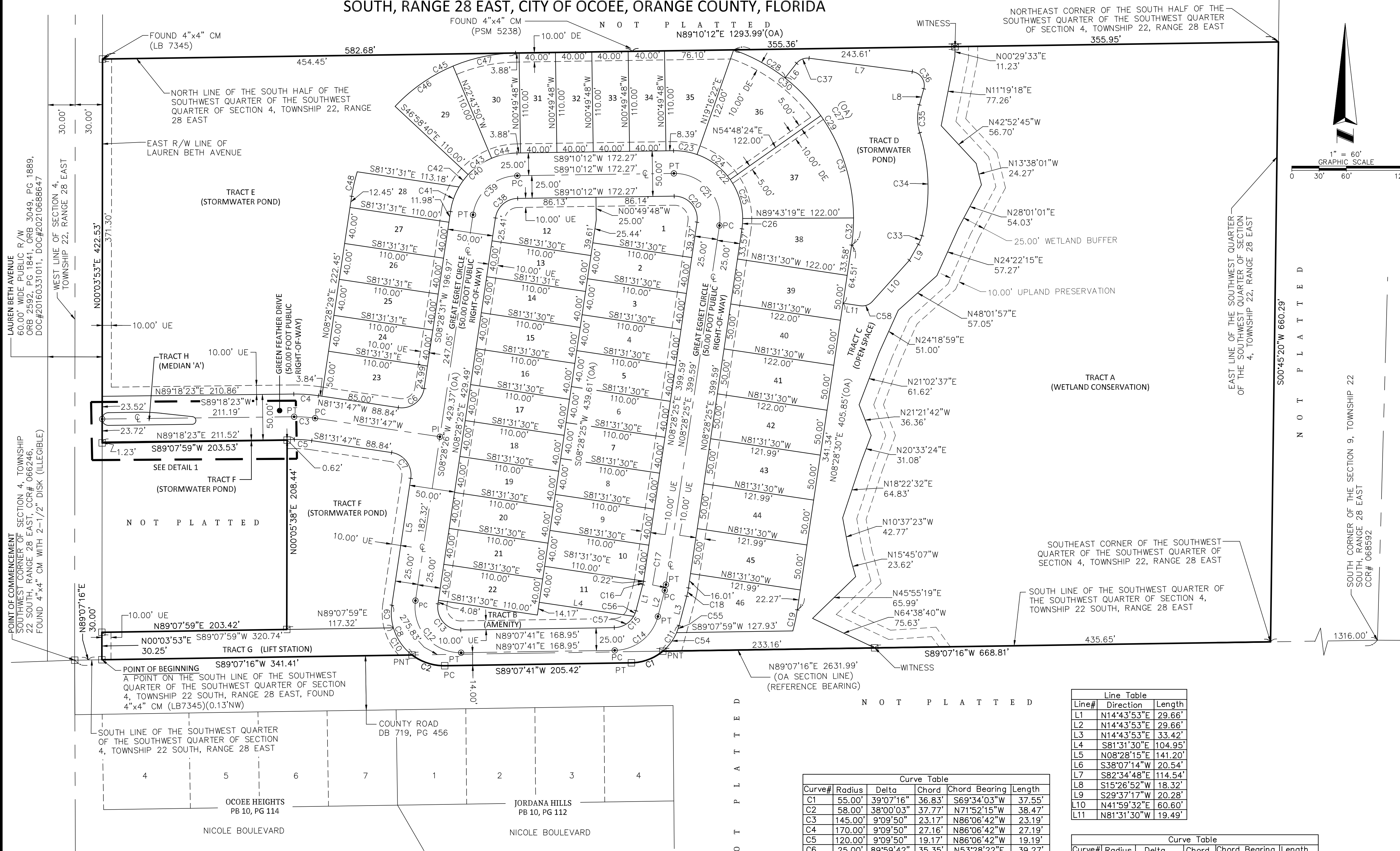
RESERVE AT LAKE MEADOWS

SHEET 2 OF 2

PLAT BOOK

PAGE

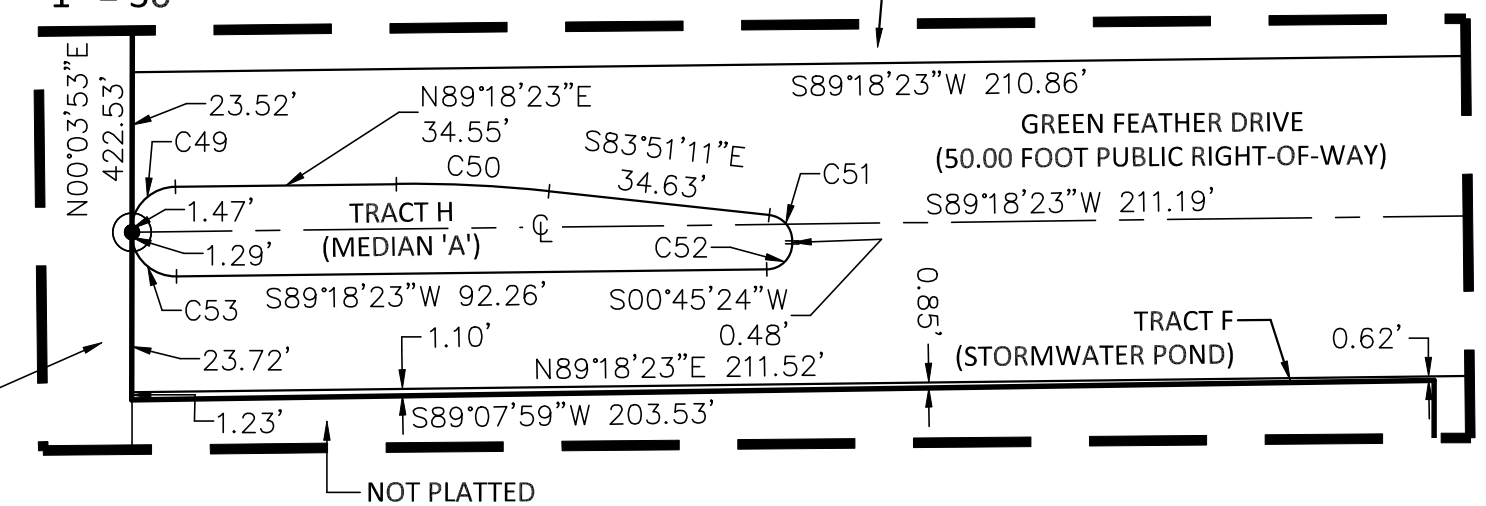
A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AND A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF OCOEE, ORANGE COUNTY, FLORIDA



SHEET KEY
SEE SHEET 1 OF 2 FOR: LEGAL DESCRIPTION, PLAT NOTES, DEDICATION, VICINITY MAP, SIGNATORY BLOCKS, AND LEGEND
SEE SHEET 2 OF 2 FOR: OVERALL VIEW & LOT, TRACT AND EASEMENT DETAIL

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DETAIL 1
1" = 30'



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NOTICE

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Curve Table				
Curve#	Radius	Delta	Chord	Chord Bearing
C1	55.00'	39°07'16"	36.83'	S89°34'03"W
C2	58.00'	38°00'03"	37.77'	N71°52'15"W
C3	145.00'	9°09'50"	23.17'	N86°06'42"W
C4	170.00'	9°09'50"	27.16'	N86°06'42"W
C5	120.00'	9°09'50"	19.17'	N86°06'42"W
C6	25.00'	89°59'42"	35.35'	N53°28'22"E
C7	25.00'	89°59'20"	35.35'	N36°31'09"W
C8	58.00'	61°20'35"	59.17'	S22°11'53"E
C9	58.00'	24°52'35"	24.98'	S03°57'52"E
C10	58.00'	36°28'00"	36.29'	S34°38'10"E
C11	55.00'	35°16'32"	33.33'	N32°22'09"E
C12	50.00'	99°20'38"	76.24'	S41°12'00"E
C13	25.00'	99°20'03"	38.11'	S41°12'18"E
C14	50.00'	74°23'48"	60.46'	N51°55'47"E
C15	25.00'	74°23'48"	30.23'	N11°36'09"E
C16	35.00'	6°15'28"	3.82'	N11°36'09"E
C17	60.00'	6°15'28"	6.55'	N11°36'09"E
C18	85.00'	6°15'28"	9.28'	N11°36'09"E
C19	197.00'	6°52'09"	23.60'	N11°54'35"E
C20	25.00'	99°18'13"	38.11'	N41°10'41"W
C21	50.00'	99°18'13"	76.21'	N41°10'41"W
C22	75.00'	99°18'18"	114.32'	N41°10'39"W
C23	75.00'	20°06'10"	26.18'	N80°46'43"W
C24	75.00'	35°32'03"	45.77'	N52°57'37"W
C25	75.00'	34°54'55"	45.00'	N17°44'08"W
C26	75.00'	8°45'11"	11.45'	N04°05'55"E
C27	197.00'	79°12'14"	251.15'	N31°07'34"W
C28	197.00'	18°50'55"	64.51'	N61°18'13"W
C29	197.00'	60°21'19"	198.05'	N21°42'07"W
C30	197.00'	35°32'05"	120.23'	N52°57'38"W
C31	197.00'	34°54'57"	118.20'	N17°44'07"W
C32	197.00'	8°45'12"	30.07'	N04°05'57"E

Line Table		
Line#	Direction	Length
L1	N14°43'53"E	29.66'
L2	N14°43'53"E	29.66'
L3	N14°43'53"E	33.42'
L4	S81°31'30"E	104.95'
L5	N08°28'15"E	141.20'
L6	S38°07'14"W	20.54'
L7	S82°34'48"E	114.54'
L8	S15°26'52"W	18.32'
L9	S29°37'17"W	20.28'
L10	N41°59'32"E	60.60'
L11	N81°31'30"W	19.49'

Curve Table				
Curve#	Radius	Delta	Chord	Chord Bearing
C33	40.00'	14°58'46"	10.43'	S22°07'54"W
C34	207.07'	31°43'29"	113.20'	S01°31'14"E
C35	55.00'	32°31'50"	30.81'	S00°49'03"E
C36	15.19'	96°37'25"	22.69'	S33°56'26"E
C37	15.00'	59°17'51"	14.84'	N67°46'09"E
C38	25.00'	81°19'22"	32.58'	S48°30'31"W
C39	50.00'	81°08'20"	65.04'	S48°36'02"W
C40	75.00'	81°03'26"	97.47'	S48°38'29"W
C41	75.00'	21°55'01"	28.51'	S19°04'16"W
C42	75.00'	12°59'33"	16.97'	S36°31'33"W
C43	75.00'	24°14'50"	31.50'	S55°08'45"W
C44	75.00'	21°54'02"	28.49'	S78°13'11"W
C45	185.00'	46°08'52"	145.01'	S66°05'47"W
C46	185.00'	24°14'59"	77.71'	S55°08'46"W
C47	185.00'	21°54'11"	70.28'	S78°13'12"W
C48	185.00'	8°33'56"	27.63'	S12°45'27"W
C49	7.00'	77°53'46"	8.80'	N50°21'30"E
C50	200.00'	6°50'26"	23.86'	S87°16'24"E
C51	4.00'	84°36'34"	5.38'	S41°32'54"E
C52	4.00'	88°32'59"	5.58'	S45°01'53"W
C53	7.00'	79°24'35"	8.94'	N50°59'20"W
C54	55.00'	26°40'47"	25.38'	N36°40'02"E
C55	55.00'	8°35'45"	8.24'	N19°01'46"E
C56	25.00'	15°19'55"	6.67'	N22°23'51"E
C57	25.00'	59°03'53"	24.65'	N59°33'44"E
C58	14.51'	57°50'49"	14.03'	S69°33'06"W



Meeting Date: March 4, 2025
Item #: 6

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of the West Orange Narcotics Task Force Agreement for 2025-2026. (Police Chief Ogburn)

Background Summary:

This West Orange Narcotics Task Force Agreement ("Agreement") is entered into by and between the City of Winter Garden ("Winter Garden"), the City of Apopka ("Apopka"), the City of Ocoee ("Ocoee"), and John W. Mina, as Sheriff of Orange County, Florida ("Sheriff") ("Parties"). The Parties desire to continue operating the joint West Orange Narcotics Task Force ("WONTF") to combat illegal narcotics and related criminal activity in or near Winter Garden, Apopka, and Ocoee and the unincorporated areas of Orange County. Winter Garden, Apopka, and Ocoee wish to continue providing sworn law enforcement officers to staff the WONTF, and the Parties benefit from their joint efforts to combat illegal narcotics and related criminal activities, which often cross jurisdictional lines. Winter Garden, Apopka, and Ocoee each have an Operational Assistance and Voluntary Cooperation Agreement with the Sheriff, which requires requests for mutual aid to be in writing for specific events unless certain circumstances present themselves. Many quality-of-life concerns brought forward by our residents can be addressed by the combined efforts of the West Orange Narcotics Task Force as a force multiplier for the Ocoee Police Department.

Issue:

Should the Honorable Mayor and City Commissioners approve the renewal of the West Orange Narcotics Task Force Agreement?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve the renewal of the West Orange Narcotics Task Force Agreement.

Attachments:

1. West Orange Task Force Agreement 2025-2026

Financial Impacts:

There are no financial impacts to the City of Ocoee.

Type of Item: Consent

WEST ORANGE NARCOTICS TASK FORCE AGREEMENT

2025-2026

This West Orange Narcotics Task Force Agreement ("Agreement") is entered into by and between the City of Winter Garden ("Winter Garden"), the City of Apopka ("Apopka"), the City of Ocoee ("Ocoee"), and John W. Mina, as Sheriff of Orange County, Florida ("Sheriff") ("Parties").

The Parties desire to continue operating the joint West Orange Narcotics Task Force ("WONTF") to combat illegal narcotics and related criminal activity in or near Winter Garden, Apopka, and Ocoee and the unincorporated areas of Orange County.

Winter Garden, Apopka, and Ocoee wish to continue providing sworn law enforcement officers to staff the WONTF, and the Parties benefit from their joint efforts to combat illegal narcotics and related criminal activities, which often cross jurisdictional lines.

Participation in WONTF may require assigned Winter Garden, Apopka, and Ocoee law enforcement officers to take law enforcement action outside their jurisdictional limits.

Winter Garden, Apopka, and Ocoee each have an Operational Assistance and Voluntary Cooperation Agreement with the Sheriff, which requires requests for mutual aid to be in writing for specific events unless certain circumstances present themselves.

The parties wish to allow for broader authority when Winter Garden, Apopka, and Ocoee law enforcement task force officers are conducting approved WONTF operations.

In consideration of the mutual promises, covenants, and conditions hereinafter contained, the Parties agree as follows:

A. Term and Termination:

1. The term of this Agreement is from January 1, 2025, to December 31, 2026, regardless of date of execution. This Agreement may be extended by written agreement of all the Parties.
2. Any one of the Parties may terminate this Agreement upon delivery of written notice to the other Parties. If any one of the Parties terminates their participation, the Agreement ends for only that Party. One Party's termination shall have no force and effect as to the other Parties. In the event of a termination, any and all property or equipment provided to WONTF by the terminating Party shall be immediately returned to the providing agency. The provisions of paragraphs D.8, D.9, E.1, and F of this Agreement shall survive any termination or expiration of the Agreement.

B. Task Force Resources:

1. Winter Garden shall designate a minimum of one (1) full-time sworn law enforcement officer from the Winter Garden Police Department to participate in WONTF.

2. Apopka shall designate a minimum of one (1) full-time sworn law enforcement officer from the Apopka Police Department to participate in WONTF.
3. Ocoee shall designate a minimum of one (1) full-time sworn law enforcement officer from the Ocoee Police Department to participate in WONTF.
4. Sheriff shall designate two (2) full-time deputy sheriffs, comprised of one (1) sergeant and one (1) corporal, to assist and supervise the day-to-day operations of WONTF.
5. WONTF shall be housed within Sheriff's facilities.

C. Task Force Responsibilities:

1. WONTF operations shall be primarily focused on the sections of Orange County that encompass Winter Garden, Apopka, and Ocoee, and the unincorporated area west of North Apopka Vineland Road that is bounded on the north and south by the Orange County line.
2. Sheriff's supervisory personnel assigned to WONTF shall generate monthly reports on WONTF activities for Sheriff and the Chiefs of Police for Winter Garden, Apopka, and Ocoee.

D. Cross-Swearing, Authority, and Liability:

1. Pursuant to section 30.09(4)(b), Florida Statutes (2024), Sheriff shall swear in as Special Deputy Sheriffs those officers assigned by Winter Garden, Apopka, and Ocoee to WONTF with the following limitations:
 - a. The powers given to the officer shall be solely to aid Sheriff in the performance of his duties as the elected Sheriff of Orange County.
 - b. The time limits of the deputization shall be from the time the officer is officially sworn in as a Special Deputy Sheriff of Orange County until revoked or rescinded.
 - c. Sheriff expressly reserves the right to revoke the officer's authority as an Orange County Special Deputy Sheriff at any time with or without cause.
 - d. This special deputization shall automatically rescind upon the officer's termination, suspension, retirement, or resignation from the employing agency, or having their credentials suspended or revoked by the Criminal Justice Standards and Training Commission.
 - e. This special deputization shall automatically rescind upon the officer's reassignment of duties from WONTF.
 - f. This special deputization does not create any employment or contractual rights between Sheriff and the assigned officer(s).

2. Assigned officers from Winter Garden, Apopka, and Ocoee shall comply with their respective agency's policies and procedures as well as Sheriff's policies and procedures. In case of a conflict between Sheriff's policy or direction from a Sheriff's supervisor and the assigned officer's agency policy, the assigned officer shall immediately refer the issue to the appropriate manager at his or her agency for resolution. During the pendency of such a conflict referral, the Sheriff's order(s) at issue shall be suspended.
3. Except in case of an emergency where his/her action is needed to prevent the loss of life or great damage to property, before an assigned officer may exercise any power in the name of Sheriff, other than those related to WONTF investigations, the officer must receive the specific authority to do so from Sheriff or his designee. Any arrests made in the name of Sheriff by the officer shall be immediately reported on whatever forms are required by the Orange County Sheriff's Office.
4. Under no circumstances will the officer exercise his/her powers as a Special Deputy Sheriff of Orange County to initiate or further an investigation not related to WONTF investigations beyond authorization of Sheriff or his designee.
5. The powers given to the officer as a Special Deputy Sheriff of Orange County are strictly limited to the time he/she is working (actual hours) to perform duties and functions for the WONTF. The officer shall not have deputy sheriff power outside the actual time assigned to WONTF, except as otherwise provided.
6. The officer shall not use his/her powers as a Special Deputy Sheriff of Orange County to work off-duty employment.
7. The officer shall actively participate in WONTF operations. Failure to comply with this requirement may result in the revocation of his/her deputization.
8. Winter Garden, Apopka, and Ocoee shall bear any liability arising from acts undertaken or omissions by their assigned officer(s) while assigned to WONTF. Winter Garden, Apopka, and Ocoee shall also bear the risk of loss or damage to any equipment provided to their assigned officer(s).
9. Winter Garden, Apopka, and Ocoee are responsible for providing compensation and benefits to their respective officers and employees assigned to WONTF, including, but not limited to, salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death.

E. Forfeitures:

1. The proposed seizure of any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement shall be referred to Sheriff's Legal Services Section. The referring officer shall

specifically identify it from the start as a WONTF case. An attorney with Sheriff's Legal Services Section shall determine if a forfeiture action is appropriate in accordance with applicable law and Sheriff's policy. Sheriff's Legal Services Section shall have the exclusive right to control, and responsibility to maintain, the proceedings in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Upon the conclusion of a WONTF forfeiture action, Sheriff shall equitably share the net proceeds of any forfeiture(s) initiated by WONTF based upon the percentage of total officers assigned and working in WONTF by the participating agency. The net proceeds are the value of the seized asset less any liens, filing fees, and litigation costs incurred by Sheriff in perfecting title to the seized asset.

2. If Sheriff's Legal Section declines to pursue a forfeiture of any property presented as a WONTF case which could be lawfully seized in accordance with the Florida Contraband Forfeiture Act, then Winter Garden, Apopka, or Ocoee may pursue a forfeiture action on its own or jointly. The party bringing the forfeiture action shall be solely responsible for all costs and liabilities associated with it. Any proceeds of such forfeiture action will be divided between the parties who sought such action. Sheriff, his deputies, employees, and agents, shall not be held accountable for any costs or liabilities associated with said action, including but not limited to storage fees, filing fees, court reporter fees, attorney's fees, or judgments.

F. Miscellaneous

1. This Agreement contains the entire understanding between the parties with respect to the specific subject matter (Party participation in the WONTF) and shall not be modified or renewed except in writing. This Agreement shall supersede all previous such agreements.
2. Nothing in this Agreement shall be construed as transfer of, or contracting away, the powers or functions of one Party to another.
3. This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the Parties hereto, the right to damages or any other form of relief against any Party to this Agreement for operations or omissions hereunder.
4. This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.
5. Notwithstanding anything in this Agreement to the contrary, the Parties do not waive their respective sovereign immunity protections, and each entity expressly reserves such rights.

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

[Remainder of page intentionally left blank.

Signature pages to follow]

**SHERIFF'S OFFICE OF ORANGE
COUNTY, FLORIDA**

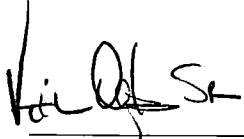
John W. Mina
As Sheriff of Orange County, Florida

Date

FOR USE AND RELIANCE ONLY BY
THE SHERIFF OF ORANGE
COUNTY, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY
THIS ____ DAY OF _____
20____.

Assistant General Counsel
Orange County Sheriff's Office

CITY OF OCOEE



VINCENT OGBURN
Chief of Police, Ocoee

Date: 3-4-2025

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:

City Clerk

RUSTY JOHNSON
Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY OF
OCOEE, FLORIDA, AT A
MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE,
FLORIDA. APPROVED AS TO FORM
AND LEGALITY THIS ____ DAY OF
_____, 202_.

City Attorney

STAFF REPORT

Meeting Date: March 4, 2025
Item #: 7

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of the Retirement of Police Canine "Reno". (Police Chief Ogburn)

Background Summary:

The City of Ocoee Police Department's Canine Program currently consists of three officers and their respective canine partners. One of these canines, "Reno," an eleven-year-old Belgian Malinois, has been recommended for retirement by our contract veterinarian. Reno has faithfully served since 2015, with 43 career apprehensions and 81 narcotics sweeps, with successful narcotics discoveries, and now the Ocoee Police Department would like to retire him. His ownership will be transferred to his handler, Officer Eric Edwards, who has been Reno's partner throughout most of his career. Officer Edwards and his family have cared for Reno off-duty as a beloved member of their family and look forward to welcoming him into full-time retirement.

Issue:

Should the Honorable Mayor and City Commissioners declare Canine "Reno" retired and transfer ownership to his handler, Officer Eric Edwards?

Recommendations:

It is recommended that the Honorable Mayor and City Commissioners declare Canine "Reno" retired and transfer his ownership to Officer Eric Edwards, so he can enjoy the rest of his canine years.

Attachments:

1. Asset Disposal -Transfer Reno Retirement

Financial Impacts:

There is no financial impact to the City of Ocoee

Type of Item: Consent



CITY OF OCOEE
ASSET DISPOSAL / TRANSFER

Date: 11/30/2023
Asset Numbers: EQPX
Asset Description: Belgian Malinois Canine "Reno"
Serial Number/VIN: N/A Make: N/A
Model Number: N/A Year: N/A

Type of change requested: Disposal ☒ Transfer ☐

I. Disposal details:

Date of Disposal: March 4, 2025

Reason why asset is being disposed: Canine Reno has been retired and transferred to Officer Eric Edwards.

Department Director Approval: Chief Vincent Se

Finance Director Approval: _____

II. Transfer details:

Date of Transfer: N/A

Reason why asset is being transferred: N/A

Current Department: Ocoee Police Department
Current Location: On file with OPD

Department Director Transfer from Approval: _____

New Department: N/A
New Location: N/A

Department Director Transfer to Approval: _____

Finance Director Approval: _____

** Assets requested for disposal/transfer might be subject for commission's approval.
* Assets will be transferred with their current book value, if any.*



Meeting Date: March 4, 2025
Item #: 8

Contact Name: Joyce Tolbert
Contact Number: Ext. 1516

Department Director: Rebecca Roberts
City Manager: Craig Shadrix

Subject: Approval for Declaration of City Surplus Property. (Procurement Manager Tolbert)

Background Summary:

Attached is a departmental listing of items requested to be declared as surplus property. A tentative listing was given to all departments, allowing an opportunity to request any items meeting their departmental needs. All transfer requests are removed from the surplus list, and any capital transfer requests will come before the City Commission for approval at a later date. The Police Department's unclaimed evidence and abandoned property have been transferred to the City, per the attached memorandum. The fire equipment items on the surplus list identified as **ID Code "D"** will be donated to the First Response Training Group-Fire Academy, per the attached request.

Staff requests the approval of the City Commission to contract with George Gideon Auctioneers, Inc., Zellwood, Florida for the public sale of the City's surplus property. These items are identified on the list as **ID Code "G"**. Due to market demand, Gideon Auctioneers performs online auctions only. Gideon Auctioneers will continue to act as the dealer in transferring all titles and collecting sales tax, collecting payments, removing city markings and preparing items for sale, taking auction pictures and listing each item, which includes answering questions and showing the items to the public. This action will present the City with the opportunity for a larger coverage area with more convenience for the public and would alleviate the overtime costs and auctioneer fees incurred in conducting the auction in-house. The City successfully utilized Gideon Auctioneers for previous surplus sales, and found the proceeds received for items sold by Gideon Auctioneers to be comparable to those sold directly by the City or by other online auction platforms.

Gideon Auctioneers has contracted with numerous other governmental agencies, and the City would be piggybacking on the School District of Osceola County's Online Auction Services Contract, competitively solicited RFP #SDOC-25-P-007-LV, Contract #C-25-0393-LV, which expires January 25, 2028, and may be extended by the School District. Gideon Auctioneers receives a 9% buyer paid premium for all titled items (vehicles/on-road equipment), an 18% buyer paid premium for miscellaneous items, and a 2% buyer paid online bid processing fee, which is common for this industry. There is no commission charge to the City.

Any items that do not sell will be listed again, or other selling options will be explored by staff and brought back to the City Commission for approval. A detailed report of all items sold and their respective amounts will be forwarded to the City along with payment within fourteen (14) business days of the end of the auction. The surplus property will be transported to the Gideon Auctioneers property located at 2753 N. Hwy. 441, Zellwood, FL 32798. The public inspection of items at the auction site is during business hours from 9:00 a.m. to 4:00 p.m., 3:00 p.m. for deliveries. A link to the City's surplus auctions on Gideon Auctioneer's auction site will be placed on the City's website. In compliance with Florida Statute §274, the public notice of auction will be advertised in the Orlando Sentinel, the West Orange Times, and the City's website.

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

Issue:

Should the Honorable Mayor and City Commissioners declare the attached listed items as surplus property and approve the disposition thereof?

Recommendations:

Staff recommends the Honorable Mayor & City Commissioners:

1. Declare the items listed as surplus property; and
2. Approve the contract with George Gideon Auctioneers, Inc. for the public online sale of the City's surplus property, piggybacking on the School District of Osceola County's contract to include any renewals, and authorize the Mayor, City Clerk, and Staff to execute the contract documents between the City and George Gideon Auctioneers, Inc; and
3. Approve the donation of the listed fire equipment surplus property to the First Response Training Group-Fire Academy.

Attachments:

1. FY 25 Surplus List
2. Gideon's Proposed Contract
3. SDOC 2024 Contract
4. Transfer of Unclaimed Property Memo
5. First Response Training Group Donation Letter

Financial Impacts:

City expenses would be administrative and labor to move or prepare the items for sale, plus any transport or city marking removal fees. However, the money received for all items sold should offset these expenses. Auction proceeds will be deposited back into the respective funds, and the City Commission will be notified of the final auction proceeds.

Type of Item: Consent

City of Ocoee FY 24/25 Surplus List

Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
1	G	Parks & Leisure Services	Bunn	120V3S Merch SF	SNG0061334	Single burner commercial coffeemaker	N/A	Used-w/water connection
2	G	Parks & Leisure Services	Bunn	120V3S Merch SF	Ssng0061336	Single burner commercial coffeemaker	N/A	Used-w/water connection
3	G	Parks & Leisure Services	Bunn	ITB-LP120V	ITB0010650	commercial iced tea maker	N/A	Used-w/water connection
4	G	Parks & Leisure Services	Bunn	ITB-LP120V	ITB0010652	commercial iced tea maker	N/A	Used-w/water connection
5	G	Parks & Leisure Services	JBL	N/A	N/A	(2) Black Floor Speakers	N/A	no wires
6	G	Parks & Leisure Services	Koblenz	N/A	N/A	vacuum	N/A	no wires
7	G	Parks & Leisure Services	Hoover	c1703900	1835400128	vacuum	N/A	no wires
8	G	Parks & Leisure Services	Dayton	SUMR1	SUMR1-001092	vacuum	N/A	no wires
9	G	Parks & Leisure Services	Hoover	U5491-900	40900113660	Wind tunnel vacuum	N/A	no wires
10	G	Parks & Leisure Services	Star Trac	9-9001-MUSAP0	TREN0711-U03597	Treadmill	N/A	malfunctions no longer used
11	G	PW-Facilities 1038	Ford	F-150 Truck	1FTMF1CM8EKD62481	2014 Truck w/38691	VEH0450	not running estimated mileage
12	G	PW-Parks 987	Smith Co	Infield Groomer	42-000-1	2007 w/1200 hrs	MEQ0230	not running estimated hours
13	G	PW-Parks	Triple Crown	Dump	1XNBD1023L1103293	2020 Dump Trailer	1259	Damaged Dump Bed.
14	G	PW-Police	Generac	2001	1847570100	Generator (2 piece)-hrs unknown	1004	Does not start/run
15	G	PW-Police	Dodge	Charger	2C3CDXAG9FH826277	2015 Sedan w/63552	1073	not running estimated mileage

City of Ocoee FY 24/25 Surplus List

Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
16	G	PW-Police	Chevy	Tahoe	1GNLC2EC4FR686431	2015 SUV w/49912	1082	not running estimated mileage
17	G	PW-Police	Chevy	Tahoe	1GNLC2EC6FR689427	2015 SUV w/78146	1083	not running estimated mileage
18	G	PW-Police	Dodge	Charger	2C3CDXAG5GH180818	2016 Sedan w/73894	1095	not running estimated mileage
19	G	PW-Police	Dodge	Charger	2C3CDXAG3GH205067	2016 Sedan w/93885	1100	not running estimated mileage
20	G	PW-Police	Dodge	Charger	2C3CDXAG6HH649240	2017 Sedan w/96162	1156	not running estimated mileage
21	G	PW-Police	Dodge	Charger	2C3CDXAG3JH325829	2018 Sedan w/70150	1186	not running estimated mileage
22	G	PW-Police	Dodge	Charger	2C3CDXAG3JH325832	2018 Sedan w/70826	1188	not running estimated mileage
23	G	PW-Police	Dodge	Charger	2C3CDXAGXJH325830	2018 Sedan w/94094	1192	not running estimated mileage
24	G	PWPolice	Dodge	Charger	2C3CDXAG1KH742044	2019 Sedan w/43770	1254	not running estimated mileage
25	G	PW-Storm Water 914	Polaris	700 Ranger	4XARF68A984404092	2008 w/2744 hrs	VEH0371	not running estimated hours
26	G	PW-Storm Water 1018	International	Tymco Sweeper	1HTJTSKN0EH485039	2014 w/64820	VEH0428	not running estimated mileage
27	G	PW-Storm Water	Kaiser	S2 Gator	S2-4-GA-EKD-2433/16	2016 w/3325 hrs	1128	not running estimated hours
28	G	PW-Storm Water	Homemade	1987	NOVIN0200947312	Utility Trailer	TRL0023	past useful life
29	G	PW-Streets 858	Ford	F-350	1FTWF32568EA28662	2008 Truck w/95075	VEH0349	not running estimated mileage
30	G	PW-Streets 1039	Ford	F-150	1FTMF1CM6EKD62480	2014 Truck w/46024	VEH0451	not running estimated mileage

City of Ocoee FY 24/25 Surplus List

Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
31	G	PW-Utilities 860	Ford	F-350	1FTWW30Y28EA28669	2008 Truck w/83235	VEH0347	not running estimated mileage
32	G	PW-Utilities 959	Generac	Generator	SD0050-G363	2006 w/712 hrs portable	959	not running estimated hours
33	G	PW-Utilities 1063	Ford	Focus	1FADP3R42FL234058	2015 Sedan w/unknown mileage	1063	not running EV Battery dead
34	G	PW-Utilities 1091	Polaris	Gem E-2	52CG2AGA4G0014159	2016 w/unknown	1091	past useful life/dead battery
35	G	PW-Utilities 1092	Polaris	Gem E-2	52CG2AGA6G0014163	2016 w/unknown	1092	past useful life/dead battery
36	G	PW-Bucket	N/A	N/A	no markings	Bucket Attachment	N/A	overcome by rust
37	G	PW-Fleet	Betco	N/A	N/A	Floor Sweeper	N/A	past useful life
38	G	PW-Storm Water	Kaiser	N/A	N/A	Motor Head attachment S2 Gator	1128	mower not running
40	D	Fire	Angus	N/A	N/A	(13) 5" Yellow Hose	N/A	Outside its life cycle.
41	D	Fire	Key Hose	N/A	N/A	(17) 1 3/4" Hose	N/A	Outside its life cycle.
42	G	Fire	Vizio	M550VSE	LWJANKAN3505256	55" Flat Sceen TV	N/A	Used-functional.
43	G	Fire	Speed Queen Top Load	AWN63RSN115TW01	1809029839	3.2 Cu Ft Commercial Washer	N/A	Used-functional.
44	G	Fire	Elmo	EV-2000AF	410034	Elmo Visual Presenter	N/A	Used-functional.
45	G	Fire	Dermal-Tech	N/A	N/A	(2) Backpack Heavy Duty Foggers	N/A	Used-functional.
46	G	Fire	Dermal-Tech	N/A	N/A	(2) Handheld Heavy Duty Foggers	N/A	Used-functional.

City of Ocoee FY 24/25 Surplus List

Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
47	G	Fire	Honda	6500SX	EBJC-1030979	Honda EM 6500 SX Generator	N/A	Not Operational
48	G	Fire	Honda	3800 SX	EMAC-1007321	Honda EM 3800 SX Generator	N/A	Not Operational
49	G	Fire	Milwaukee	2310-21	N/A	Milwaukee Inspection Camera	N/A	Not Operational
50	G	Fire	Circle D	N/A	N/A	(2) Junction Boxes w/box mounts	N/A	Used-functional.
51	D	Fire	Super Vac	716 E2	4139 and 4147	(2) PPV Fans	N/A	Used-functional.
52	D	Fire	Super Vac	716 EVS	4032	PPV Fan	N/A	Used-functional.
53	D	Fire	Ziamatic Corp	QM-ROLO-SA	N/A	Air Pack Mount	N/A	Used-functional.
54	G	Fire	4ARE	2392VSIR1	N3330849	White Truck Topper	N/A	Used-functional.
55	G	Fire	Extendo Bed	EB1072	G2069 1	Command Pull Out Tray	N/A	Used-functional.
56	D	Fire	Milwaukee	N/A	N/A	(6) Reciprocating Saws	N/A	Used-functional.
57	G	Fire	Partner	N/A	N/A	Rescue Saw	N/A	Not Operational
58	G	Police	Brother	ML300	M5K399887	electronic typewriter	N/A	Obsolete
60	G	Police	Palm	Zire	00VAV8C314X0	Zire 71 handheld pc	N/A	Obsolete
61	G	Police	Microsoft	Keyboard 1.1	X801524-100	wireless keyboard	N/A	Not functioning properly
62	G	Police	Microsoft	Keyboard 2000	X823055-001	wireless keyboard	N/A	Not functioning properly

City of Ocoee FY 24/25 Surplus List

Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
63	G	Police	Logitech	K350	FCC ID: JNZYR0053	keyboard	N/A	Not functioning properly
64	G	Police	Logitech	K350	M/N: Y-RBN90	keyboard	N/A	Not functioning properly
65	G	Police	Logitech	K330	1543SY02SJ08	keyboard	N/A	Not functioning properly
66	G	Police	Logitech	K350	FCC ID: JNZYR0053	keyboard	N/A	Not functioning properly
67	G	Police	Logitech	K270	1718SY026F58	keyboard	N/A	Not functioning properly
68	G	Police	Logitech	K400+	2114SCF04HP8	keyboard	N/A	Not functioning properly
69	G	Police	Logitech	K360	1848CE109548	keyboard	N/A	Not functioning properly
70	G	Police	Logitech	K345	JNZYR0042	keyboard	N/A	Not functioning properly
71	G	Police	Logitech	M275	N/A	mouse	N/A	Missing USB Dongle
72	G	Police	Logitech	M570	2045LZD4CGP8	mouse	N/A	Missing USB Dongle
73	G	Police	Dell	N/A	N/A	(7) Computer AC Power Adapter	N/A	Obsolete
74	G	Police	Dell	4M529	0HJ590	Used battery- 90Wh	N/A	Obsolete
75	G	Police	Dell	External Battery	N3X1D	Dell 65Wh	N/A	Obsolete
76	G	Police	Dell	N/A	N/A	(10) Messenger Bags	N/A	Heavily used
77	G	Police	Dell	SK-8135	E145614	keyboard	N/A	Not functioning properly

City of Ocoee FY 24/25 Surplus List

Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
78	G	Police	Dell	Thunderbolt	CN-05FDDV-CMC00-8AM-0F39-A09	docking station	N/A	Obsolete
79	G	Police	Dell	Thunderbolt	8DWHHJ3	docking station	N/A	Obsolete
80	G	Police	Dell	Thunderbolt	B6WHHJ3	docking station	N/A	Obsolete
81	G	Police	Dell	Thunderbolt	HCV6XK3	docking station	N/A	Obsolete
82	G	Police	Dell	Thunderbolt	K17A001	docking station	N/A	Obsolete
83	G	Police	Dell	N/A	0XF9MR	Computer Monitor	N/A	Damaged display
84	G	Police	Dell	N/A	CN-0D319J-74261-95V-2M95	Computer Monitor	N/A	Obsolete
85	G	Police	Office Depot	HP 15A	740409-M00282 578424	Laser Toner Cartridge	N/A	no longer have printer
86	G	Police	Brother Pocket Jet 6 Plus	PJ-623	U62864-G3Z902729	in-car printer	N/A	Not functioning properly
87	G	Police	Brother Pocket Jet 6 Plus	PJ-623	U62864-F5Z696158	in-car printer	N/A	Not functioning properly
88	G	Police	Brother Pocket Jet	PJ-723	U64146K0Z411742	in-car printer	N/A	Not functioning properly
89	G	Police	Brother Pocket Jet	PJ-723	U64146G0Z7911081	in-car printer	N/A	Not functioning properly
90	G	Police	GPS	BU-353S4	N/A	GPS	N/A	Not functioning
91	G	Police	GPS	BU-353S4	132158	GPS	N/A	Not functioning
92	G	Police	GPS	BU-353S4	0.0184633	GPS	N/A	Not functioning

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
93	G	Police	GPS	BU-353S4	0.0184595	GPS	N/A	Not functioning
94	G	Police	GPS	BU-353N	.003712.	GPS	N/A	Not functioning
95	G	Police	GPS	BU-353S4	N/A	GPS	N/A	Not functioning
96	G	Police	GPS	BU-353S4	N/A	GPS	N/A	Not functioning
97	G	Police	Motorola	NNTN7037A	50000059403C	radio battery	N/A	Obsolete
98	G	Police	Motorola	PMNN4486A	500000158736F	radio battery	N/A	Obsolete
99	G	Police	Motorola	PMNN4486A	5000001B894D3	radio battery	N/A	Obsolete
100	G	Police	Motorola	PMNN4486A	500000204C521	radio battery	N/A	Obsolete
101	G	Police	Motorola	PMNN4486A	50000020508D2	radio battery	N/A	Obsolete
105	G	Police	Motorola Prep Mic	PMMN4060B	N/A	cable	N/A	Frayed
106	G	Police	Motorola	XTL5000	500CFR1047	Astro Radio System	N/A	Obsolete
107	G	Police	Motorola	H18UCF9PW6AN	721CJB0625	Radio	743374	Obsolete
111	G	Police	Watch Guard	4RE	WGA00480-101	In-Car Video System	N/A	Obsolete
112	G	Police	Watch Guard	Zero Sightline	CAM5-014136	Zero Sightline Camera	EQP 1258	Obsolete
113	G	Police	Watch Guard	MIC-WRL-TRN-400	LTR1-055450	Wireless Mic	N/A	Obsolete

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
114	G	Police	Kenwood	TK-760G	20900132	VHF FM Tranreceiver	N/A	Obsolete
115	G	Police	PowerLine	N/A	N/A	300 Watts DC-AC Inverter	0C052	Obsolete
116	G	Police	CCTV Camera	WDM-V6001B-CML	2.0162E+11	Part of old CCTV camera	N/A	Obsolete
117	G	Police	IOGear	HD 1080P	OU72USZ3100900	3D-HD Kit w/transmitter	N/A	Obsolete
118	G	Police	Cobra	MicroTalk	N/A	(8) Radios w/Charger	N/A	Obsolete
119	G	Police	SignatureGem	T-S261-HSB-R	HE14K3472	Signature Capture Device	N/A	Obsolete
120	G	Police	Topaz	T-LBK462-HSB	N/A	Signature Capture Device	N/A	Defective
121	G	Police	Orbic Verizon	N/A	N/A	MiFi	N/A	Obsolete
122	G	Police	Digitz	DZ3-600	01-23885	Digital Pocket Scale	N/A	Obsolete
123	G	Police	Dell	Nimble Bezel	BZ08696	Storage Drive Faceplate	N/A	Obsolete
124	G	Police	Sabrent	USB-SNDB	4.07305E+13	Docking Station	N/A	Obsolete
125	G	Police	Epson	N/A	159917600	Projector Remote Control	N/A	Obsolete
126	G	Police	StarTech.com	N/A	N/A	(8) Power Cords	N/A	Obsolete
127	G	Police	screws	N/A	N/A	Bag of miscellaneous screws	N/A	Good condition-no longer needed
128	G	Police	mounting brackets	N/A	N/A	Bag of miscellaneous brackets	N/A	Good condition-no longer needed

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
129	G	Police	Canon	104	N/A	Cartridge Printer	N/A	No longer needed
130	G	Police	HP	Deskjet 1010	CN42E195HG	Desktop Printer	N/A	Obsolete
131	G	Police	HP	Laserjet	92298A	Cartridge Printer	N/A	No longer needed
132	G	Police	Room Alert	RA4E-188865	N/A	Safety Monitor	N/A	Obsolete
133	G	Police	Hitec	Laser6	CAN3420104303	FM Digital Radio Control System	N/A	Obsolete
134	G	Police	Axon	ABW3	N/A	Body camera mount	N/A	Obsolete
135	G	Police	Axon	ABW3	N/A	Body camera mount	N/A	Obsolete
136	G	Police	Cannondale	N/A	KL485893DDMN94XL	Mountain Bike	EQP0373	over 20 years old
137	G	Police	Cannondale	N/A	KL465998DDMN31XL	Mountain Bike	N/A	over 20 years old
138	G	Police	Robotronics	100-024-006.6	20101117002	PC The Patrol Car	N/A	Non working condition/15 years old
139	G	Police	Apple	Airpods	GX7HK4621059	White Apple Airpods w/case	Unclaimed Evidence Labels not verified	Fair condition; signs of use.
140	G	Police	Assorted Costume Jewelry	Misc.	N/A	rings/bracelets/watch/charm/cross/ne cklaces/earrings	Unclaimed Evidence Labels not verified	Good to Fair condition.
141	G	Police	Apple	Series 9	N/A	Gray Apple watch	Unclaimed Evidence Labels not verified	Good condition.
142	G	Police	Beats	Solo3	N/A	Black Beats headphones	Unclaimed Evidence Labels not verified	Fair condition.
143	G	Police	Unknown	Unknown	N/A	Black bi-fold wallet with cross shape emblem	Unclaimed Evidence Labels not verified	Fair condition; inside shows wear from use.

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
144	G	Police	Myra Bay	Unknown	N/A	Brown leather & cowhide gun holster	Unclaimed Evidence Labels not verified	Good condition; inside has some rust stains
145	G	Police	Unknown	Unknown	N/A	Black nylon gun holster	Unclaimed Evidence Labels not verified	Good condition; like new.
146	G	Police	Anker	A2536	AFCM4K0C45311156	Black wireless charger	Unclaimed Evidence Labels not verified	Fair condition; scuff marks on surface.
147	G	Police	Wireless Gear	BL2188 / BL2185	N/A	Black & Blue wireless chargers	Unclaimed Evidence Labels not verified	Fair condition; no charging cables.
148	G	Police	D'Addario	Celluloid Picks	N/A	25 Pack Classic Celluloid Picks	Unclaimed Evidence Labels not verified	Brand new in the package.
149	G	Police	Juicy Couture	Viva La Juicy	N/A	Viva La Juicy perfume	Unclaimed Evidence Labels not verified	Full; like new.
150	G	Police	Juicy Couture	Oui	N/A	Oui perfume	Unclaimed Evidence Labels not verified	Used-fair condition
151	G	Police	Assorted Sunglasses	N/A	N/A	(6) pairs sunglasses	Unclaimed Evidence Labels not verified	Fair condition.
152	G	Police	Unknown	Unknown	N/A	Peach Jelly Floral	Unclaimed Evidence Labels not verified	Great condition; like new.
153	G	Police	Coach	Unknown	N/A	Brown coach bag with tan trim	Unclaimed Evidence Labels not verified	Fair condition; shows signs of wear.
154	G	Police	Swiss Gear	Unknown	N/A	Black travel rolling duffle bag	Unclaimed Evidence Labels not verified	Fair condition; shows signs of wear & use.
155	G	Police	Gerber	Unknown	N/A	Black knife holster	Unclaimed Evidence Labels not verified	Fair condition.
156	G	Police	Samsung/LG/Apple	Unknown	N/A	9 black & 9 white travel chargers (no cables)	Unclaimed Evidence Labels not verified	Used condition; no charging cables.
157	G	Police	Philips	GoGear Raga	JF1E1046104080	Silver & black 4GB MP3 Player w/little cable	Unclaimed Evidence Labels not verified	Good condition
158	G	Police	Samsung	Unknown	N/A	2 car chargers w/5 earphones	Unclaimed Evidence Labels not verified	Like new/in package

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
159	G	Police	E-Circuit	Unknown	N/A	Purple micro usb cable	Unclaimed Evidence Labels not verified	New in the package.
160	G	Police	Merkury Innovations	Unknown	N/A	White Charge + Sync Cable	Unclaimed Evidence Labels not verified	Like new in the package (opened)
161	G	Police	DSSPORT	Unknown	N/A	Mini Kalimba (finger/thumb piano)	Unclaimed Evidence Labels not verified	Good condition; signs of use.
162	G	Police	Armitron	Prosport	N/A	(2) wrist watches, 1 black/blue & 1 black/green	Unclaimed Evidence Labels not verified	Fair condition; a little dirty.
163	G	Police	Unknown	Unknown	N/A	Small red Crunch gym bag	Unclaimed Evidence Labels not verified	Good condition; like new.
164	G	Police	Richardson	N/A	N/A	Blue & white "Spooled" trucker hat	Unclaimed Evidence Labels not verified	Good condition; some signs of use.
165	G	Police	Justice	JUS1000-BTD	1500223	Multicolored earpod case w/earpods	Unclaimed Evidence Labels not verified	Good condition
166	G	Police	Vivitar	TWE2-BLK	4510723	Black earpods w/case	Unclaimed Evidence Labels not verified	Good condition
167	G	Police	Powertek	Unknown	N/A	Pink sparkle USB cord	Unclaimed Evidence Labels not verified	Good condition; like new.
168	G	Police	Anker	Unknown	N/A	Black power bank	Unclaimed Evidence Labels not verified	Fair condition; signs of use.
169	G	Police	Mophie	Unknown	N/A	Blue power bank	Unclaimed Evidence Labels not verified	Fair condition; signs of use.
170	G	Police	Unknown	Unknown	N/A	Black zipper bag w/rhinestones	Unclaimed Evidence Labels not verified	Fair condition; signs of wear.
171	G	Police	Reebok	Unknown	N/A	Black side bag	Unclaimed Evidence Labels not verified	Good condition; a couple dirty spots
172	G	Police	Northvale	Jumbo	N/A	Playing cards	Unclaimed Evidence Labels not verified	Unopened pack
173	G	Police	Unknown	Unknown	N/A	Black bag with gold dots	Unclaimed Evidence Labels not verified	Good condition.

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
174	G	Police	G-Project	G-Storm	N/A	Weather Radio	Unclaimed Evidence Labels not verified	Good condition
175	G	Police	Viz Media	Unknown	N/A	Naruto Hat	Unclaimed Evidence Labels not verified	Like new.
176	G	Police	Onn.	N/A	WIAPRM100026180	Pink power bank	Unclaimed Evidence Labels not verified	Used condition; no charging cables.
177	G	Police	Onn	N/A	N/A	2 Onn rechargeable Power Bank	Unclaimed Evidence Labels not verified	Fair condition; some scuff marks.
178	G	Police	Onn	N/A	N/A	Blue headset	Unclaimed Evidence Labels not verified	Good condition.
179	G	Police	Unknown	Unknown	N/A	Black wallet	Unclaimed Evidence Labels not verified	Like new.
180	G	Police	Unknown	Unknown	N/A	Anime style backpack	Unclaimed Evidence Labels not verified	Great condition.
181	G	Police	LENOVO	80S6	YD0191T1	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
182	G	Police	LENOVO	80S6	YD0192WB	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
183	G	Police	LENOVO	80S6	YD01U51K	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
184	G	Police	LENOVO	80S6	YD02N0DA	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
185	G	Police	LENOVO	80S6	YD03DLJ9	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
186	G	Police	LENOVO	80S6	YD01P5T2	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
187	G	Police	LENOVO	80S6	YD02B20Q	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
188	G	Police	LENOVO	80S6	YD02B1Z2	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
189	G	Police	LENOVO	80S6	YD03DLHE	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
190	G	Police	LENOVO	80S6	YD03DLJC	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
191	G	Police	LENOVO	80S6	YD02N0C2	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
192	G	Police	LENOVO	81AF	YD02KQBS	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
193	G	Police	LENOVO	81AF	YD02KE6G	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
194	G	Police	LENOVO	81AF	YD02N3VK	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
195	G	Police	LENOVO	81AF	YD02N3V3	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
196	G	Police	LENOVO	81AF	YD02FG0W	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
197	G	Police	LENOVO	81AF	YD02KQE2	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
198	G	Police	LENOVO	81AF	YD02N3AM	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
199	G	Police	LENOVO	81AF	YD02KQC3	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
200	G	Police	LENOVO	81AF	YD02KQBR	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
201	G	Police	LENOVO	81AF	YD02KQB7	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
202	G	Police	LENOVO	81AF	YD02KQCH	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
203	G	Police	LENOVO	81AF	YD02KQDX	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
204	G	Police	LENOVO	81AF	YD02QC8K	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
205	G	Police	LENOVO	81AF	YD02KQDE	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
206	G	Police	LENOVO	81AF	YD02QP49	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
207	G	Police	LENOVO	81AF	YD02KQBx	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
208	G	Police	LENOVO	81AF	YD02KQCE	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
209	G	Police	DELL	LATITUDE 3190	F9QJ9Y2	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
210	G	Police	DELL	LATITUDE 3190	GZH77S2	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
211	G	Police	HP	ELITE BOOK 840 G3	5CG80445G5	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
212	G	Police	HP	ELITE BOOK 840 G3	5CG6473G6N	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
213	G	Police	HP	ELITE BOOK 840 G3	5CG63024VZ	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
214	G	Police	HP	ELITE BOOK 840 G3	5CG8044533	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
215	G	Police	HP	ELITE BOOK 840 G3	5CG6435TRK	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
216	G	Police	HP	ELITE BOOK 840 G3	5CG7162R04	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
217	G	Police	HP	ELITE BOOK 840 G3	5CG7424FLC	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
218	G	Police	HP	ELITE BOOK 840 G3	5CG7384FVL	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
219	G	Police	HP	ELITE BOOK 840 G3	5CG7162RL9	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
220	G	Police	HP	ELITE BOOK 840 G3	5CG7162VJP	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
221	G	Police	HP	ELITE BOOK 840 G3	5CG7162V08	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
222	G	Police	HP	ELITE BOOK 840 G3	5CG80442SL	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
223	G	Police	HP	ELITE BOOK 840 G3	5CG6524Y6J	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
224	G	Police	HP	ELITE BOOK 840 G3	5CG7203RXV	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
225	G	Police	HP	ELITE BOOK 840 G3	5CG804450X	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
226	G	Police	HP	ELITE BOOK 840 G3	5CG80443FV	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
227	G	Police	HP	ELITE BOOK 840 G3	5CG7162V34	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
228	G	Police	HP	ELITE BOOK 840 G3	5CG804438T	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
229	G	Police	HP	ELITE BOOK 840 G3	5CG73833FN	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
230	G	Police	HP	ELITE BOOK 840 G3	5CG72579LV	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
231	G	Police	HP	ELITE BOOK 840 G3	5CG804458M	Unclaimed Laptop from PD	Unclaimed Evidence	HardDrive Removed-IT
232	G	IT	Arris	DG1670A	F27BUA6AV500192	Modem	N/A	No Known Issues/Outdated
233	G	IT	Cisco	CISCO 1941 W-A/K9	FGL183920YH	Switch	N/A	Warranty Expired, but working order

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
234	G	IT	Cisco	ASA 5516-X	JMX2346X0E4	Switch	N/A	Warranty Expired, but working order
235	G	IT	Cisco	CISCO ASA 5512X	FTX2188WGS	Switch - Light Gray	N/A	Warranty Expired, but working order
236	G	IT	Cisco	ASA 5515-X	F7X184110BY	Switch - Light Gray	N/A	Warranty Expired, but working order
237	G	IT	HP	V1910-24G-poe	CN35BX31Z6	Switch - Dark Gray	N/A	Warranty Expired, but working order
238	G	IT	Digital Watchdog	DW-VP16-169	VPE163016420148	Network Video Recorder - 24TB Storage	N/A	Warranty Expired, but working order
239	G	IT	Digital Watchdog	DW-VP16-169	VPE163016420057	Network Video Recorder - 24TB Storage	N/A	Warranty Expired, but working order
240	G	IT	Dell	PowerEdge R420	GKSMZ12	Rack Server	CPUX	Warranty Expired, but working order
241	G	IT	Dell	PowerEdge R230	DHJ4HQ2	Rack Server	CPU1551	Warranty Expired, but working order
242	G	IT	Dell	PowerEdge R230	DHJ3HQ2	Rack Server	CPU1552	Warranty Expired, but working order
243	G	IT	Dell	PowerEdge T710	9NLXXR1	Server - GIS Hyper-V Host Server	CPU1020 / EQP1377	Hard Drives Removed
244	G	IT	Dell	Precision Tower 5810	7GCBW52	Tower Desktop - Intel Xeon CPU E5-1650 v3 @ 3.50GHz	CPU1357	Data Transmission Issues . Hard Drives Removed
245	G	IT	Dell	Optiplex 790	5CVDHS1	Small Desktop - Core i3 2120 3.3 GHz;4GB;250GB	CPU1023	Hard Drives Removed
246	G	IT	Dell	Optiplex 790	7T44XV1	Small Desktop -	CPU1072 / CPU1112	Hard Drives Removed
247	G	IT	Dell	Optiplex 3020	DP2LQ22	Desktop - Intel Core i5-4570 CPU @ 3.20GHz	CPU1150	Hard Drives Removed
248	G	IT	Dell	Optiplex 9020	C6Q2CZ1	Desktop - Core i7 4770 3.40GHz;8GB;500GB	CPU1216	Hard Drives Removed

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
249	G	IT	Dell	Optiplex 3020	H06SR12	Desktop -Core i5 4570 3.2 GHz; 4GB; 500GB	CPU1276	Hard Drives Removed
250	G	IT	Dell	Optiplex 3020	306SR12	Desktop	CPU1282	Hard Drives Removed
251	G	IT	Dell	OptiPlex 3050 SSF XCTO	821MXM2	Desktop - Core i5; 8GB RAM	CPU1522	Hard Drives Removed
252	G	IT	Dell	Optiplex 3060 SFF XCTO	3R54BT2	Desktop - 8GB i5-8400	CPU1573	Hard Drives Removed
253	G	IT	Dell	Latitude 7212 Rugged Extreme Tablet	2L28TG2	Rugged Tablet	CPU1562	Hard Drives Removed
254	G	IT	Dell	Latitude 7212 Rugged Extreme Tablet	5L28TG2	Rugged Tablet	CPU1563	Hard Drives Removed
255	G	IT	Dell	Latitude 5420 Rugged	BSJNYX2	Rugged Laptop - Core i5-8350U; 8GB Ram; 256 SSD	CPU1716	Bad Motherboard.Hard Drive Removed
256	G	IT	Dell	Latitude 5420 Rugged	7SJNYX2	Rugged Laptop - Core i5-8350U; 8GB Ram; 256 SSD	CPU1719	Damaged Simcard slot, moderate frame damage.Hard Drives Removed
257	G	IT	Dell	Lattitude D410	66J2491	Laptop - PM 2.00GHz NB;1GB;80GB	CPU0692	Hard Drives Removed
258	G	IT	Dell	Lattitude E6410	BV005Q1	Laptop - Dual Core vPro i5-580M 2.66GHz NB;4GB;160 GB;14.1"	CPU1003	Hard Drives Removed
259	G	IT	Dell	Lattitude E6420	88H47R1	Laptop - Core i5 2520M 2.5 GHz;4GB;128GB SSD;14"	CPU1048	Hard Drives Removed
260	G	IT	Dell	Latitude E5540	7FC5WZ1	Laptop - Intel Core i5-4200U CPU @ 1.60GHz	CPU1222	Hard Drives Removed
261	G	IT	Dell	Lattitude E6440	GLYML12	Laptop - Core i5-4310M 2.7GHz;8GB;500GB; 14"	CPU1264	Hard Drives Removed
262	G	IT	Dell	Latitude E5470	1S8WLC2	Laptop - Core i5 2520M 2.5 GHz;4GB;128GB SSD	CPU1403	Hard Drives Removed
263	G	IT	Dell	Latitude 5285	BYDKLH2	Tablet	CPU1484	Hard Drives Removed

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Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
264	G	IT	Dell	Latitude 5290 2-in-1 XCTO	G2HB5Q2	Tablet - i7-8650U 16Gb SSD	CPU1535	Screen, Harddrive, and battery removed
265	G	IT	Dell	Latitude 5490 XCTO	6M35RQ2	Laptop- i5, 8Gb RAM, Fingerprint reader	CPU1547	UBS port and left click button non-operational. Hard Drives Removed
266	G	IT	Dell	Latitude 5490 XCTO	5KFRSQ2	Laptop- i5, 8Gb RAM, Fingerprint reader	CPU1555	Charging issues & some keys have issues. Hard Drives Removed
267	G	IT	Dell	Latitude 5490 XCTO	2W1HLQ2	Laptop- i5, 8Gb RAM, Fingerprint reader	CPU1557	Screen is loose, charging issues, some keys have issues. Hard Drives Removed
268	G	IT	Dell	Latitude 5490 XCTO	48KDXT2	Laptop-Fingerprint Reader. i5, 8GB	CPU1582	Hard Drives Removed. Device would not boot up
269	G	IT	Dell	Latitude 5400 XCTO	8CZKZY2	Laptop-Fingerprint Reader. i5, 8GB, 128 GB SSD	CPU1615	Hard Drives Removed
270	G	IT	Dell	Inspiron 5000	HTYK4P2	Laptop - i7-8650U 16Gb SSD 256 GB	CPU1637	Hard Drives Removed
271	G	IT	Dell	Latitude 7200	HHVL433	Laptop - i7, 16 GB, 256GB SSD	CPU1647	Hard Drives Removed
272	G	IT	Dell	Latitude 5400 CTO Base	9P3N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1663	Hard Drives Removed
273	G	IT	Dell	Latitude 5400 CTO Base	933Q433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1670	Hard Drives Removed
274	G	IT	Dell	Latitude 5400 CTO Base	GZGN433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1680	Hard Drives Removed, Some Buttons non-responsive.
275	G	IT	Dell	Latitude 5400 CTO Base	9N3N433	Laptop - I5-8365U, 128 GB SSD, 8GB, Fingerprint Reader	CPU1689	Hard Drives Removed
276	G	IT	HP	Laserjet Pro 400 M001Idne	JPDFH00739	Printer	N/A	No Known Issues/Outdated
277	G	IT	Toshiba	7LP-X3000	39733709	Projector	EQP0617	Case with Cords
278	G	IT	Fujitsu	Fi-7160	C10A134370	Scanner	N/A	Bad Rollers

City of Ocoee FY 24/25 Surplus List

Tag #	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
279	G	IT	Linksys	SE3005	13P10C88602723	5 Port Switch	N/A	Lightening Damage
280	G	PD-IT	Dell	AXIM	N/A	Pocket PC	CPU 0736	Obsolete-Data removed
281	G	PD-IT	Qlogic	N/A	BFD1349S36904	Motherboard	N/A	Obsolete-Data removed
282	G	PD-IT	Reolink	RLN8-410	N/A	Network Video Recorder	N/A	Obsolete-Data removed
283	G	PW-Parks	Ford	F-150XL	1FTMF1CM1EKD62483	2014 Truck w/58179	1042	not running estimated mileage
284	G	PW-Police	Ford	Taurus	1FAHP2DW8BG149636	2011 Sedan w/92229	968	not running estimated mileage
		G=Gideon Auctioneers						
		D=Donation						

**AGREEMENT TO PIGGYBACK ON A CONTRACT
FOR COMMODITIES OR CONTRACTUAL SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT is entered into this ____ day of _____, 2025, by and between the **CITY OF OCOEE**, a Florida municipal corporation, 1 N. Bluford Avenue, Ocoee, FL 34761 (hereinafter referred to as "CITY") and **GEORGE GIDEON AUCTIONEERS, INC.**, a Florida Corporation, 2753 N Hwy 441, Zellwood, FL 32798, (hereinafter referred to as CONTRACTOR); hereinafter referred to as the "Parties";

WITNESSETH:

WHEREAS, on October 22, 2024, CONTRACTOR entered into an Online Auction Services Agreement (Contract #C-25-0393-LV) with The School District of Osceola County, Florida (SDOC) pursuant to solicitation RFP #SDOC-25-P-007-LV and corresponding proposal by CONTRACTOR.; and

WHEREAS, the Contract was competitively procured by The School District of Osceola County; and

WHEREAS, CITY has the legal authority under chapter 287, Florida Statutes, and Chapter 21 of the City of Ocoee Code of Ordinances to "piggyback" onto a contract procured pursuant to section 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar commodities or services provided for in said Contract; and

WHEREAS, CITY desires to "piggyback" onto the above-referenced Contract between CONTRACTOR and The School District of Osceola County for Online Auction Services in order to dispose of surplus property as approved by the City of Ocoee City Commission, and CONTRACTOR agrees to provide the required services to CITY;

NOW THEREFORE, in consideration of the above recitals and the provisions set forth in this Agreement, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Parties agree as follows:

1. **Incorporation by Reference.** CONTRACTOR and CITY agree to incorporate by reference and supplement the terms and conditions of the agreement between Contractor and The School District of Osceola County (Contract #C-25-0393-LV). CONTRACTOR'S Fee and Commission Proposal is incorporated and attached hereto as Exhibit "A" and shall constitute the working contract between CONTRACTOR and CITY.

2. **Term.** The term of this agreement shall be in accordance with the term of The School District of Osceola County's Online Auction Services Agreement, which is effective January 26, 2025 through January 25, 2028, and shall include any subsequent renewals.

3. **Notices.** Whenever either party desires to give notice to the other, notice may be sent to:

CITY

City of Ocoee
Finance Department
1 North Bluford Avenue
Ocoee, FL 34761-2258
(407) 905-3100

CONTRACTOR

George Gideon
President
PO Box 1179
Zellwood, FL 32798-1179
(407) 886-2211

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

4. **Records and Audits.** CONTRACTOR shall maintain, in its place of business, all books, documents, papers, and other evidence pertaining to work performed under this agreement. CONTRACTOR shall maintain such for three (3) years from the date of final payment under this agreement for audit or inspection by the CITY or other entity authorized by the CITY.

5. **Public Records Compliance.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:

1. Keep and maintain public records required by City to perform the service.
2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

6. **Conflict Of Interest Disclosure.** Respondent certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Respondent agrees to immediately notify the City in writing. Conflict of Interest Disclosure Form attached hereto as Exhibit "B."

7. **Human Trafficking.** Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. Human Trafficking Affidavit attached hereto as Exhibit "C."

8. **Foreign Countries of Concern.** Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is not owned by or have a controlling interest in a foreign country of concern or does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). attached hereto as Exhibit "D."

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed as of the date first written above.

CONTRACTOR: GEORGE GIDEON AUCTIONEERS, INC.

BY: Jason Gideon

PRINT NAME: Jason Gideon

TITLE: Sales Manager

WITNESS:

NAME: Karl Raimond

TITLE: Transportation Manager

CITY: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Melanie Sibbitt, City Clerk

APPROVED:

BY: _____
Rusty Johnson, Mayor

(SEAL)

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

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

FISHBACK DOMINICK

By: _____
Richard S. Geller, Esq., City Attorney

EXHIBIT "A" **FEE AND COMMISSION** **PROPOSAL**

The undersigned hereby submits the following fee proposal and agrees to execute a contract with THE CITY OF OCOEE in accordance with the terms and conditions as set forth in this agreement.

FEE STRUCTURE

Items that are transported to George Gideon Auctioneers facility and posted by George Gideon Auctioneers:

- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **2% Online Bid Processing Fee for all transactions (paid by the buyer and not the agency)**

This will include collection of all Auction funds, collecting and remitting all State of Florida Sales Tax and transfer of Titles included.

Transport Charges:

\$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees

\$100/hr. 16-ft Box Truck loaded & unloaded by Transport employee

\$90 for each vehicle less than 1 ton

\$175 for each vehicle 1 ton and over

\$400 per bus

\$400 for a landoll load (this can include heavy trucks 1 ton & greater and equipment)

Company Name: GEORGE GIDEON AUCTIONEERS, INC.

Phone: 407/886-2211 Fax: 407/886-2248

FEIN: 59-3404789



EXHIBIT "B"
BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. Bidder must disclose: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, City Consultant(s) who owns assets or capital stock, directly or indirectly, in Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

 X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

George Gideon Auctioneers Inc.

Firm Name

Signature

Jason Gideon, Sales Manager

Name and Title (Print or Type)

2/13/20225

Date

EXHIBIT "C"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below and hereby represent that I: make the above attestation based upon personal knowledge; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: *Jason Gideon*

Print Name: Jason Gideon

Print Title: Sales Manager

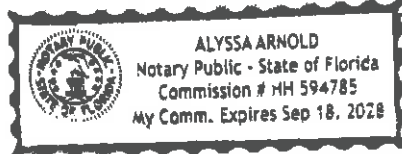
Company Name: George Gideon Auctioneers Inc.

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of February, 2025, by Jason Gideon, as Sales Manager of George Gideon Auctioneers Inc. who is ☐ personally known to me or ☒ produced Florida Drivers License as identification.

(Seal)



Alyssa Arnold
Public Notary Signature

Print Notary Name: Alyssa Arnold

My Commission Expires: September 18, 2028

EXHIBIT "D"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

For purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

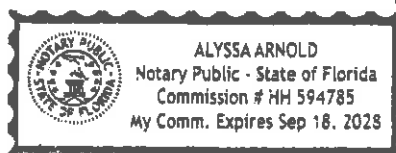
1. I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of George Gideon Auctioneers Inc. (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
3. Entity is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in Entity.
5. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
7. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: *Jason Gideon*
Print Name: Jason Gideon
Title: Sales Manager

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of February, 2025, by Jason Gideon, as Sales Manager of George Gideon Auctioneers, Inc. who is ☐ personally known to me or ☒ produced Florida Drivers License as identification.

(Seal)



Alyssa Arnold
Public Notary Signature
Print Notary Name: Alyssa Arnold
My Commission Expires: September 18, 2028



Contract# C-25-0393-LV

Approval Date: 10/22/2024

The School District of Osceola County, Florida

Online Auction Services Agreement

The School Board of Osceola County, FL, 817 Bill Beck Blvd., Kissimmee, FL 34744, ("**School Board**") does hereby retain the services of George Gideon Auctioneers, Inc., with an address of 2753 N HWY 441, Zellwood, FL 32798 (hereinafter called "**Contractor**") to furnish services in accordance with the following terms and conditions:

1. **Description of Services.** **Contractor** shall perform the following services:
Online Auction Services in accordance with the provisions of the School Board's Request for Proposals RFP #SDOC-25-P-007-LV that was Board Approved on September 10, 2024. See the attached Exhibits:

- Exhibit "A" - Fee Structure
- Exhibit "B" - Scope of Services as listed in RFP
- Exhibit "C" - Respondent's Written Submittal, RFP Proposal and Attachments

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
The **Contractor's** place of business and/or School District approved locations as determined by both parties.

3. **Term of Agreement.** The term of this agreement shall be from January 26, 2025, until January 25, 2028, unless terminated as provided herein, or extended by supplement to this agreement. The RFP allows for one (1) subsequent one (1) year renewal. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

4. **Termination.** The **School Board**, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only. Any advance monies paid by the **School Board** shall be prorated to the date of termination and refunded to the **School Board**.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive payment as listed below:

- Please see Exhibit "A" for fee structure.

School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

Expenses are not authorized. Expenses shall only be incurred as authorized by **School Board** and as provided for by section 112.061, Florida Statutes.

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board**.

Vendor Name: George Gideon Auctioneers

7. **Insurance.** The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) automobile and, when applicable, (c) workers' compensation in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The **Contractor** will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage. The School Board shall be named as an additional insured on the following policies as applicable, and may reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will provide at least thirty (30) days' notice prior to any material changes in the provisions or cancellations of the policy.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

(b) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.

(c) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. **Governing Law and Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.

9. **No Attorney's Fee Provision or Arbitration.** The **School Board** does not agree to arbitrate in any manner whatsoever any issue arising out of the Agreement. The **School Board** does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Agreement. Prior to initiating any litigation related to this Agreement, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve the dispute in an expedient manner. Each party shall bear their own attorney's fees and costs incurred by such mediation.

10. **Waiver of Jury Trial.** The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Agreement and the performance of services in accordance with this Agreement.

11. **Background Check.** Pursuant to Section 1012.465, and except as provided in Sections 1012.467 and 1012.468, *Florida Statutes*, if services provided under this agreement require **Contractor** and/or Contractor's personnel or subcontractors to be on campus while students are present, or to have direct contact with students, said Contractor, personnel or subcontractors shall submit to a background check and must meet level 2 screening requirements as described in Section 1012.32, *Florida Statutes*. **Contractor** shall bear the cost of acquiring the background screening as well as any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided by the **Contractor** and its personnel or subcontractors. **Contractor** agrees to notify the **School Board** immediately upon becoming aware that one of its employees or subcontractors, who was previously certified as completing the background check and meeting the statutory requirements, is subsequently arrested or convicted of any disqualifying offense. The parties agree that the failure of **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with the requirements of this section.

Vendor Name: George Gideon Auctioneers

12. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

13. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

14. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

15. **Public Records Act/Chapter 119 Requirements.** Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.

(b) Contractor and its subcontractors shall upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School Board; and

(d) Contractor and its subcontractors upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the School Board to perform the service. If the Contractor and its subcontractors transfer all public records to the School Board upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: DANA.SCHAFFER@OSCEOLASCHOOLS.NET.

Vendor Name: George Gideon Auctioneers

16. **Indemnity and Hold Harmless.** Contractor will indemnify and hold harmless the **School Board**, its officers, agents and employees from and against any and all claims, demands, suits, judgments, damages to person or property, injuries, losses, expenses or liabilities of any nature whatsoever (including attorneys' fees and costs at the trial, appellate and administrative levels), arising directly or indirectly from or out of any negligent act or omission of **Contractor**, its officers, agents, employees and representatives; any failure of **Contractor** to perform its services under this agreement in accordance with generally-accepted professional standards; any breach by **Contractor** of its obligations and duties to perform under this agreement; any breach by **Contractor** of its representations made in this agreement; and the failure of any good, product, or service furnished by **Contractor** under this agreement. This indemnity shall not be deemed to include matter which may be caused by or result solely from a negligent act or omission of the **School Board**. Nothing in this agreement shall be interpreted or construed as an agreement on the part of the **School Board** to indemnify or hold harmless any party, including, but not limited to **Contractor**.

17. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

19. **Patents, Copyrights and Royalties.** All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by the School Board of Osceola County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as part of this agreement. **Contractor** shall defend, indemnify and hold the School Board, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with the foregoing. **Contractor** will indemnify and hold harmless the **School Board**, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the **School Board**, its officers, agents, employees, successors and assigns. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which grantee, subgrantee or **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Osceola County for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

20. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The **Contractor**, as required by this Agreement and any state or federal rules, regulations or laws respecting audit, shall retain all required books, records and accounts for a period of five (5) years after the **School Board** has made final payment and all

Vendor Name: George Gideon Auctioneers

services have been performed satisfactorily under this Agreement or the Agreement has been terminated, whichever comes first, or for such longer period as may be required by law. The **School Board** shall retain the right to audit the books, records, and accounts during the five-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. If **Contractor** receives notification of a dispute or the commencement of litigation or other proceedings regarding any services performed under this Agreement within this five-year retention period, then **Contractor** shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding, or until the expiration of the five-year period, whichever is later. This paragraph shall survive the termination of this Agreement.

21. **Debarment.** By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (a) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Are not presently, nor have been within the last three years, listed on the convicted vendor list.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to Contractor or its principals.

22. **Right to Enter Into this Agreement.** Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

23. **Binding Effect.** Each and all of the covenants, terms, provisions, and Agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

24. **Severability.** In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

Vendor Name: George Gideon Auctioneers

25. **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent to, or waiver of, any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

26. **Confidentiality.** Unless otherwise required by law, any reports, data or other similar information given to or prepared or assembled by **Contractor** under this Agreement which the School Board requests to be kept as confidential shall not be made available to any individual or organization by **Contractor** without prior written approval of the School Board. The parties hereto acknowledge the applicability of Chapter 119, Florida Statutes, to this Agreement.

27. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement, **Contractor** and its officers, employees, agents, and representatives shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. Further, **Contractor**, for itself and its officers, employees, agents, and representatives, shall fully indemnify and hold the **School Board**, and its officers, employees, agents, and representatives harmless for any violation of this covenant including, but not limited to, defending the **School Board** and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **School Board**, or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the **School Board** arising out of the breach of this covenant by the **Contractor**, or its officers, employees, agents, or representatives, to the extent that the **Contractor**, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate the provisions of this covenant, FERPA, Sections 1002.22 or 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon **Contractor**.

28. **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the **School Board** and **Contractor** or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

29. **No Third-Party Beneficiaries.** There is no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

30. **Contractor's Representations.** Contractor hereby represents to the School Board that:

- a) The **Contractor** possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the **School Board**.
- b) The Contractor shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the School Board may at any time require **Contractor** to remove, and **Contractor** shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of the **School Board** is unfit for the proper performance of his/her duties.
- c) The **Contractor** shall comply with applicable federal, state and local laws, and codes, including without limitation, professional registration and licensing requirements, if applicable, in effect during the term of this Agreement, and shall, if requested by the **School Board**, provide certification of compliance with all registration and licensing and/or certification requirements.
- d) The **Contractor** shall perform said services in accordance with generally accepted professional standards and to the extent consistent with the best interests of the **School Board**.
- e) The **Contractor** is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Vendor Name: George Gideon Auctioneers

- f) The **Contractor** will maintain the duty of care required in one's profession of this nature and will train and employ only those people that will uphold such standards and duty of care that are required in this field.
- g) The **Contractor** shall take all necessary and required precautions to ensure and protect the health, safety, and welfare of the **School Board** and its students.

31. **Funding Out.** Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

32. **Protection and Handling of Data.**
Data Confidentiality- CONTRACTOR shall implement appropriate measures designed to ensure the confidentiality and security of any information which applicable law requires be held confidential ("Protected Information"), to protect against any anticipated hazards or threats to the integrity or security of the Protected Information, to protect against unauthorized access or disclosure of the Protected Information, and to prevent any other action that could result in substantial harm to SCHOOL BOARD or an individual identified with the Protected Information in CONTRACTOR's custody.

Data Security - Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.):

a. Data Transmission. CONTRACTOR agrees that any and all transmission or exchange of system application data with SCHOOL BOARD and/or any other parties, -shall take place via secure means, e.g. HTTPS, FTPS, SFTP or equivalent means.

b. Data Storage and Backup. CONTRACTOR agrees that any and all SCHOOL BOARD data will be stored, processed, and maintained solely on designated servers and that no SCHOOL BOARD data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the CONTRACTOR's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an SCHOOL BOARD officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by SCHOOL BOARD Chief Information Security Officer for any general or specific case. CONTRACTOR agrees to store all SCHOOL BOARD

backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128- bit key.

c. Data Re-Use. CONTRACTOR agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of CONTRACTOR. As required by Federal law, CONTRACTOR further agrees that no SCHOOL BOARD data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other CONTRACTORS or interested parties except on a case-by-case basis as specifically agreed to in writing by the SCHOOL BOARD.

Safekeeping and Security - As part of the services provided under this Agreement, CONTRACTOR will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by SCHOOL BOARD to CONTRACTOR's employees, agents or subcontractors, if any. CONTRACTOR agrees to require its employees to promptly report a lost or stolen access device or information.

Rights in Data - The School Board is and will remain the owner of all data provided to CONTRACTOR by the School Board pursuant to this Contract. CONTRACTOR will not use such data for any purpose other than providing Services

Vendor Name: George Gideon Auctioneers

and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of CONTRACTOR. CONTRACTOR will not possess or assert any lien or other right against such data. The School Board agrees not to provide or otherwise make the Software (including the software used to provide the services described herein, related documentation and training videos, website, and the screen images created by such software), or any portion of thereof, available in any form to any person, except in strict conformity with the terms and conditions of this Agreement.

33. **Illegal Alien Labor. State of Florida, Executive Order 11-116.** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

34. **Required Instruction.** In an effort to assure compliance with Florida Law, the Vendor hereby agrees that the services provided under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be grounds for immediate termination of the Agreement between the Parties.

35. **Use of Coercion for Labor and Services.** Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Osceola County School Board is a governmental entity for purposes of this statute.

36. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any attachments, exhibits, end user license agreements, invoices, quotes, proposals, and subsequent purchase orders (or similar documents) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

37. **Additional Terms and Conditions.**
N/A

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA:**

By: H. Kah
Heather Kahoun, Chair

Date Approved: 10/22/24

ATTEST (WITNESS):
By: [Signature]
Dr. Mark Shanoff, Superintendent

CONTRACTOR:

By: Jason Gideon

Print Name: Jason Gideon

Title: Sales Manager

Date: 10/1/24

ATTEST (WITNESS):
By: [Signature]
Print Name: Amy Reinhard
Title: Office Manager

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Contractor Contact Name: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

Tab 9 – Fee Structures (options A & B)

OPTION A (Vehicles, Buses and Gas/Diesel Equipment only)
George Gideon Auctioneers does not have to be the sole vendor for this option

Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:

- **9% Buyers Premium (paid by the buyer and not the agency)**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

OPTION B (Buses, Vehicles, Gas/Diesel Equipment and Miscellaneous items) This option is only applicable if George Gideon Auctioneers is the sole awarded vendor

- **Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:**
- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

Transport Charges:

\$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees at the Auction facility

\$100/hr 16-foot Box Truck loaded and unloaded by Transport employee

\$90 for each vehicle less than 1 ton

\$175 for each vehicle 1 ton or more

\$400 per bus

\$400 for a landoll load (for equipment and large miscellaneous items) loaded on site by agency employees and unloaded by Auction employees at the Auction facility

For any loads outside of the 50-mile range of our facility an extra charge of \$3/mile will apply (hourly rate pickups are excluded)

Any transport options not listed are available by request

Due to liability the following items cannot be accepted for Auction:

- **Moldy items**
- **Biological contaminates (I.E. needle containers, lab equipment with biological contaminates, uncleaned morgue equipment, etc..)**
- **Perishable items**
- **Flammable items not in a proper storage container (vehicles, equipment, and generators with sealed gas tanks are fine)**
- **IT equipment that has not been wiped of sensitive data**
- **Blue lights on law enforcement equipment**
- **Alcohol**
- **Firearms**
- **Animals**
- **Mattresses**

Exhibit "B"

2.0 SCOPE OF SERVICES

The awarded respondent(s) shall:

- a. Provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to online auction process.
- b. Be experienced at auctioning via the internet, have considerable knowledge of the advertising media in prospective markets and must have demonstrated municipal/governmental experience.
- c. Provide information about the technical and non-technical support features of your proposed solution. Please include information about the following:
 - Training
 - Technical Support / Help Desk
 - Maintenance
 - Account Representatives
- d. Provide the School Board with complete records of all transactions to include identification of each item sold, the name of the successful bidder and the sale amount. The successful proposer must separately provide the School Board with a sales reconciliation to include gross sale proceeds, auction expenses and net amount due to the School Board on a monthly basis.
- e. Provide training and instruction to SDOC pertaining to the implementation of the online auction process at no cost.
- f. Remit proceeds to the School Board within ten (10) business days from the online auction.
- g. Provide real-time monitoring of the auction progress.
- h. Provide additional surplus transportation services.

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Tab 5 – Approach and Methodology

**Tab 6 – District's Small Business Enterprise ("SBE") and Veteran Business
Enterprise ("VBE") Program Participation Guidelines**

Tab 7 – Other Services

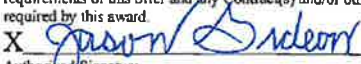
Tab 8 – References

Tab 9 – Fee Structure

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Tab 11 – Additional Requirements Attachments

Tab 1 – Completed Respondents Information Form

SUBMIT TO: The School District of Osceola County, Florida Purchasing Department, Building 2000 817 Bill Beck Blvd. Kissimmee, FL 34744		REQUEST FOR PROPOSAL AN EQUAL OPPORTUNITY EMPLOYER www.osceolaschools.net ITB/RFP Notices available through the VendorLink website https://vendorlink.osceola.org/common/search/solicitations.aspx Date issued: July 8, 2024
CONTACT PERSON: Loni VanBenthuyssen – Senior Buyer Loni.vanbenthuyssen@osceolaschools.net Telephone #: 407.870.4626 Fax #: 407.870.4616		
TITLE: Online Auction Services	NUMBER: SDOC-25-P-007-LV	SUBMITTAL DEADLINE: August 8, 2024, at 2:00 PM
PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: July 23, 2024, at 9:00 AM in the Purchasing Conference Room, 817 Bill Beck Blvd. Kissimmee or at this Link		SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED
FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this RFP.):		Florida Division of Corporation Document Number:
MAILING ADDRESS: 2753 N Hwy 441 CITY – STATE – ZIP: Zellwood, FL 32798 TELEPHONE NO: 407-886-2211 FAX NO: 407-886-2248 FEDERAL ID NO. OR SOCIAL SECURITY NO. 59-3404789		I hereby certify that I have read and understand the requirements of this Request For Proposal and that I, as the bidder, will comply with all requirements of this offer and any Contract(s) and/or other transactions required by this award. X  Authorized Signature George Jason Gideon Typed Name Sales Manager 8/7/2024 Title Date Email Address onlineales@ggauctions.com
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS **** PLEASE READ CAREFULLY ****		
Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.		
SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered. Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed. OPENING: The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(e), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors. No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.		

The primary contact for this solicitation for George Gideon Auctioneers regarding all questions, notifications and the primary contact would be Jason Gideon the Sales Manager. He can be reached at 407-886-2211 or onlinesales@ggauctions.com . Conversely, he can also be reached via the USPS at P.O. Box 1179 Zellwood, FL 32798 & via UPS and FedEx at 2753 N Hwy 441 Zellwood, FL 32798.

Tab 2 – Respondent's Profile and Submittal Letter

Ms. Loni VanBenthuisen
Senior Buyer
School District of Osceola County
817 bill Beck Blvd.
Kissimmee, FL 34744

Ms. VanBenthuisen:

Thank you for the opportunity to submit this On-Line Auction Services proposal for the disposal of surplus vehicles, equipment and miscellaneous items for the School District of Osceola County.

In this proposal we will provide the School District of Osceola County with our proven concepts and details of our management philosophy as well as utilization of our On-Line Auction skills to perform successful sales of your assets. **George Gideon Auctioneers, Inc.** has Forty-Five (45) years of experience working for Governmental Entities and businesses throughout the Southeastern and Midwestern United States, which is a testament to our ability to conduct successful and profitable On-Line Auctions for the School District of Osceola County.

The staff of **George Gideon Auctioneers, Inc.** has over 150 combined years of experience in conducting successful Governmental Auctions. We pride ourselves in the teamwork of our employees and the professional and friendly way they perform their duties. They personify Service and are a complement to our Mission Statement and to you, our client. Our Mission Statement is, *"As a Service Company, our ability is surpassed only by our desire for success. We pledge to our clients the respect and honor they deserve, because in the end, our success is directly linked to their success."*

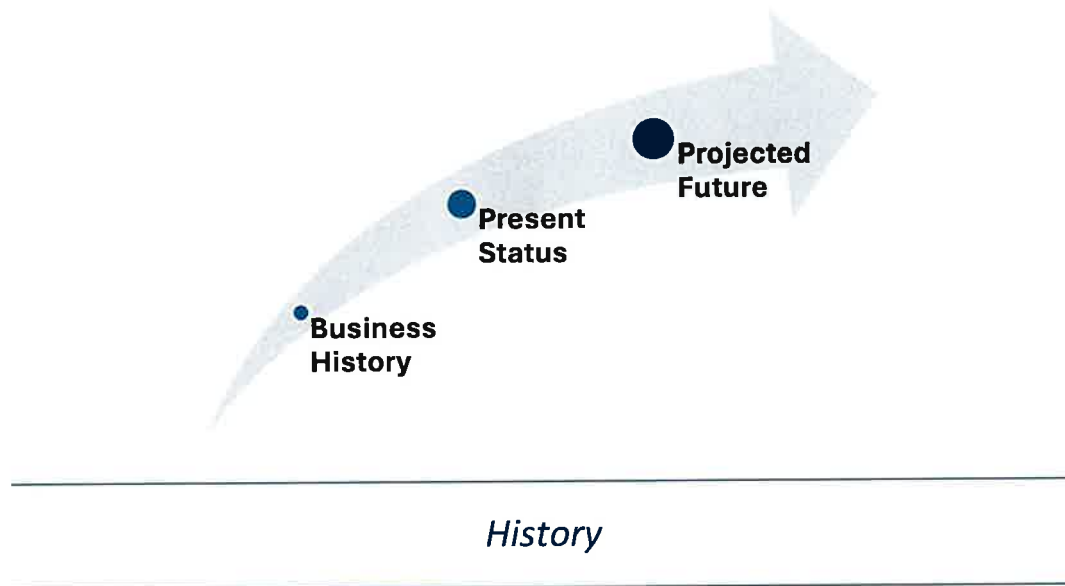
Our experience with Governmental Entities makes us aware of the multitude of legal requirements to maintain an audit trail for all surplus items. Our customized multi-user computer software gives you, our client, this tracking and On-Line sales ability.

The individuals with **George Gideon Auctioneers, Inc.** authorized to commit the Company by signature are George Gideon, President, Amy Reinhard, Office Manager, and Jason Gideon, Online Auction Manager, Karl Reinhard, Transportation Manager. We may be reached at PO Box 1799, Zellwood, FL 32798-1799, location 2753 N Hwy 441, Zellwood, FL 32798 or by phone at 407-886-2211, or e-mail Onlinesales@ggauctions.com

If you have any questions as to how we may serve you, please feel free to contact me.

Sincerely,

Jason Gideon
George Gideon Auctioneers, Inc.
Onlinesales@ggauctions.com



George Gideon Auctioneers, Inc. was formed in 1996 by George and Anita Gideon. It has grown from its inception to one of the largest On-Line Auction companies based in the State of Florida, specializing in the Auctioning of Governmental Surplus. We chose to represent Governmental Agencies because of the extensive bidding base we have acquired in marketing Governmental Surplus Property during the previous twenty-eight (28) years and our reputation and relationship with these buyers.

George Gideon has a total of over forty-five (45) years of experience in conducting Governmental Fleet Vehicular Auctions, both On-line and Live. This experience is outlined as twenty-eight (28) years of experience as President for **George Gideon Auctioneers, Inc.** and seventeen (17) years as Regional Manager, Lead Auctioneer and Sales Representative for a major National Governmental Auction Company. Mr. Gideon was instrumental in conducting some of the first Nationally attended Auctions for Volusia County, Brevard County, The City of Fort Lauderdale, and Florida Power and Light. He now augments his own business with over seventy (70) Central Florida Governmental Agencies.

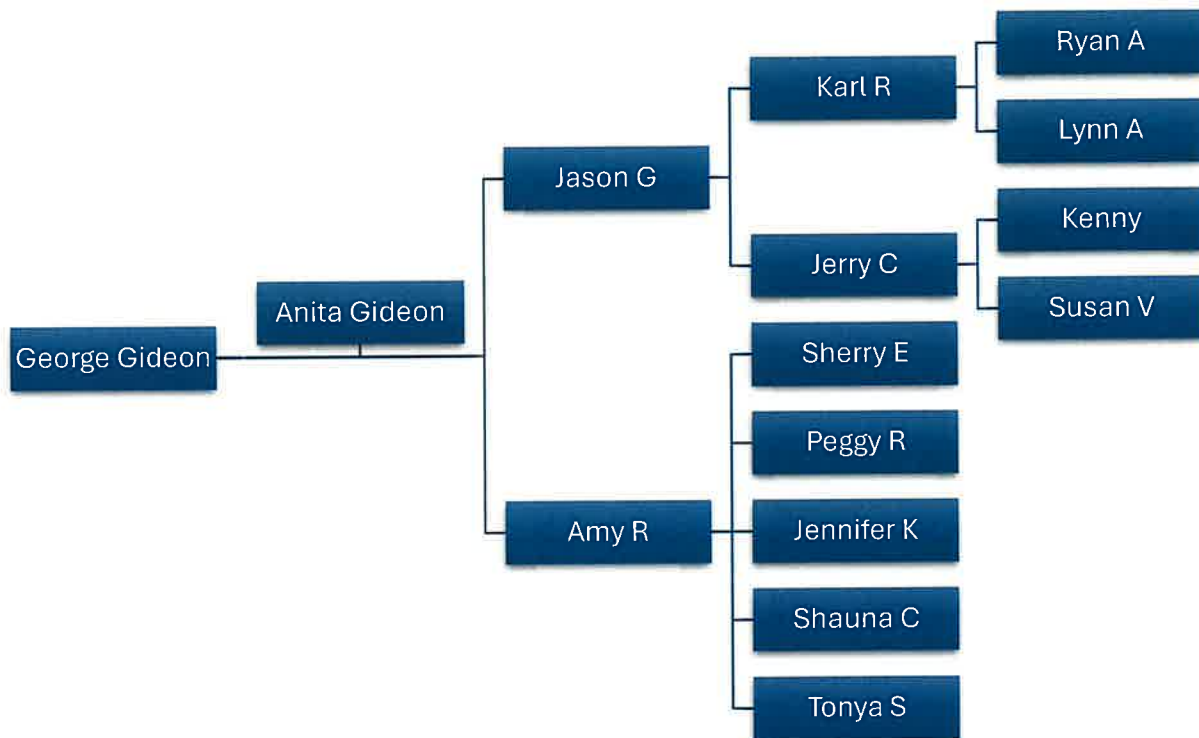
George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

Our thirty-seven (37) plus years of Live Auctions and twenty-three (23) years of On-Line Auctions held for Governmental Agencies has given us an exceptionally large following of repeat buyers from across the United States, Canada, Mexico, and other foreign countries. This has given us the opportunity to expose our clients, in an ever-changing Internet based market, to an expanded base of potential buyers for their surplus items. Our many years of Live and Online Auctions has given us the hands-on insight for the newest and most innovative ways to recover the largest return on your assets.

George Gideon Auctioneers, Inc. was one of the first in Florida to offer On-line Auctions that had an Automatic Bidding Extension for items bid on in the last minutes of the scheduled ending. This Automatic Bid Extension brought the on-line bidding process into the world of Live Auction bidding frenzy, with many items increasing in bidding value of 20% or more in the last minutes of bidding.

Florida Online Auctions Operation Team

George Gideon Auctioneers, Inc. is comprised of many talented employees with 150+ years of experience in conducting Government and Private Business Auctions.



Project Manager

Sales Manager

Jason Gideon



Education

Associate of Science, UCF
Mechanical Engineering

April 2011

Experience

Sales Manager, George
Gideon Auctioneers

May 2010- Current

- Exceeded sales goals and improved profitability by aligning sales strategies and business plans with market trends
- Maintained professional network of potential clients and business opportunities
- Developed and implemented new sales strategies to update product lines
- Formalized sales process to enhance operations and promote acquisition of new customers
- Researched and capitalized on emerging opportunities to build business and expand customer base
- Oversaw management and implementation of new revenue strategies, sales initiatives and customer engagement tactics to increase market share
- Hired and motivated high-performing service team achieving over \$1,000,000 in new sales per year
- Achieved company growth for several consecutive years through market expansion and sales

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

onlinesales@ggauctions.com

Relevance to this bid

- Profit and revenue generating strategies
- Service driven sales
- Technical knowledge of software systems implemented
- Risk mitigation
- Contract management
- Implementing requested service adjustments

Manager Support Staff

Professional Auctioneer

George Gideon



Education

Brookhaven College, Dallas TX
General Studies

April 1973

Experience

President, George Gideon
Auctioneers

August 1996- Current

- Administers day-to-day operations, including accounting and budget management, business development, performance metrics and customer service.
- Coordinates work across departments to keep teams on track with company goals.
- Leads startup and opening of business and provided business development, creation of operational procedures and workflow planning.
- Determines performance goals and offered tactics for achieving milestones.
- Oversees all aspects of business expansion objectives and opportunities, including new market exploration.
- Generates and implements business strategies to increase revenue while executing operational base development.
- Represents company interests before all relevant parties, including federal agencies, city representatives and regulatory entities.

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

George@ggauctions.com

Relevance to this bid

- Setting terms of the bid submitted
- Adherence to terms of the contract on George Gideon Auctioneers end
- Management of staff working on bid details
- Accounting for sale of items and payment to the Agency

Manager Support Staff

Vice President

Anita Gideon



Education

Bachelor of Science, University
of North Texas, Denton TX
Business Administration and
Human Resources

April 1974

Experience

Vice President, George Gideon Auctioneers August 1996- Current

- Communicated regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinated work across departments to keep teams on track with company goals.
- Hired and managed employees to maximize productivity while training staff on best practices and protocol.
- Created business process flows to identify opportunities for improvement.
- Attended trade shows and client meetings to promote company brand.
- Researched underlying issues, regulatory compliance status and processes to resolve complex business issues and recommend strategic corrective actions.
- Implemented best practices to strengthen internal systems and spearhead proactive change.

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Delwood, FL 32798

Email

info@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Office Manager

Amy Reinhard



Education

Bachelor of Arts, UCF, Orlando December 2004
FL
Psychology

Experience

Office Manager, George May 2001- Current
Gideon Auctioneers

- Management of daily operations of Auction office and facility
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinates work across Departments to keep teams on track with Company goals.
- Created business process flows to identify opportunities for improvement.
- Assist in the planning and scheduling of Internet Auctions
- Coordinates with Advertising Department on layout and placement and personal phone calls to promote Auctions
- Involved with all phases of Auction Sales Set-up Department from receiving to pickup and delivery requests to consignor payment
- Supervises all phases of Title Department work and proper title transfers for Internet Sales (if warranted)
- Handle Customer and Client relations
- Closes Auctions and generates Buyer invoices for email notification
- Supervises the collection all funds from Internet purchases

Contact

Phone
407-734-1109
Address
2753 N Hwy 441
Zellwood, FL 32798
Email
admin@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Transportation Manager

Karl Reinhard



Education

Bachelor of Science, UCF,
Orlando FL
Finance

May 2003

Experience

Transportation Manager,
George Gideon Auctioneers

August 2023-
Current

- Oversee daily, weekly transportation schedules
- Coordinate inventory to achieve maximum efficiency
- Organize scheduling of entity item pickup with drivers to achieve optimal workflow
- Attends trade shows and client meetings to promote company brand
- Monitors Auction item input
- Reconciles client inventories
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects
- Assist in the planning and scheduling of Internet Auctions
- Involved with all phases of Auction Sales Set-up from receiving to pickup and delivery requests to consignor payment

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

kartreinhard@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Company Details

INCORPORATED IN THE STATE OF FLORIDA

- FEIN 59-3404789

LICENSED TO CONDUCT AUCTIONS IN FLORIDA

- Florida Auctioneers License AB 1501/AU672
- Florida Automobile Dealers License
- Orange County Florida Business License and Polk County Florida Business License

MAILING ADDRESS (USPS)

- P.O. Box 1179 Zellwood, FL 32798-1179

LOCATION (UPS AND FEDEX MAILING ADDRESS)

- 2753 North Highway 441 Zellwood, FL 32798

BUSINESS TELEPHONES

- Office 407/886-2211
- Office 866/890-5841
- Fax 407/886-2248
- E-mail admin@ggauctions.com

INSURANCE GROUP

- National Risk Management, Longwood, FL.
- Gentry Group, Apopka, FL.

LEGAL ENTITY DESIGNATION

- George Gideon Auctioneers, Inc. operates under its name, in the State of Florida licensed as a Sub Chapter S Corporation.

OWNERSHIP INTERESTS

- Anita Gideon 51%
- George Gideon 49%

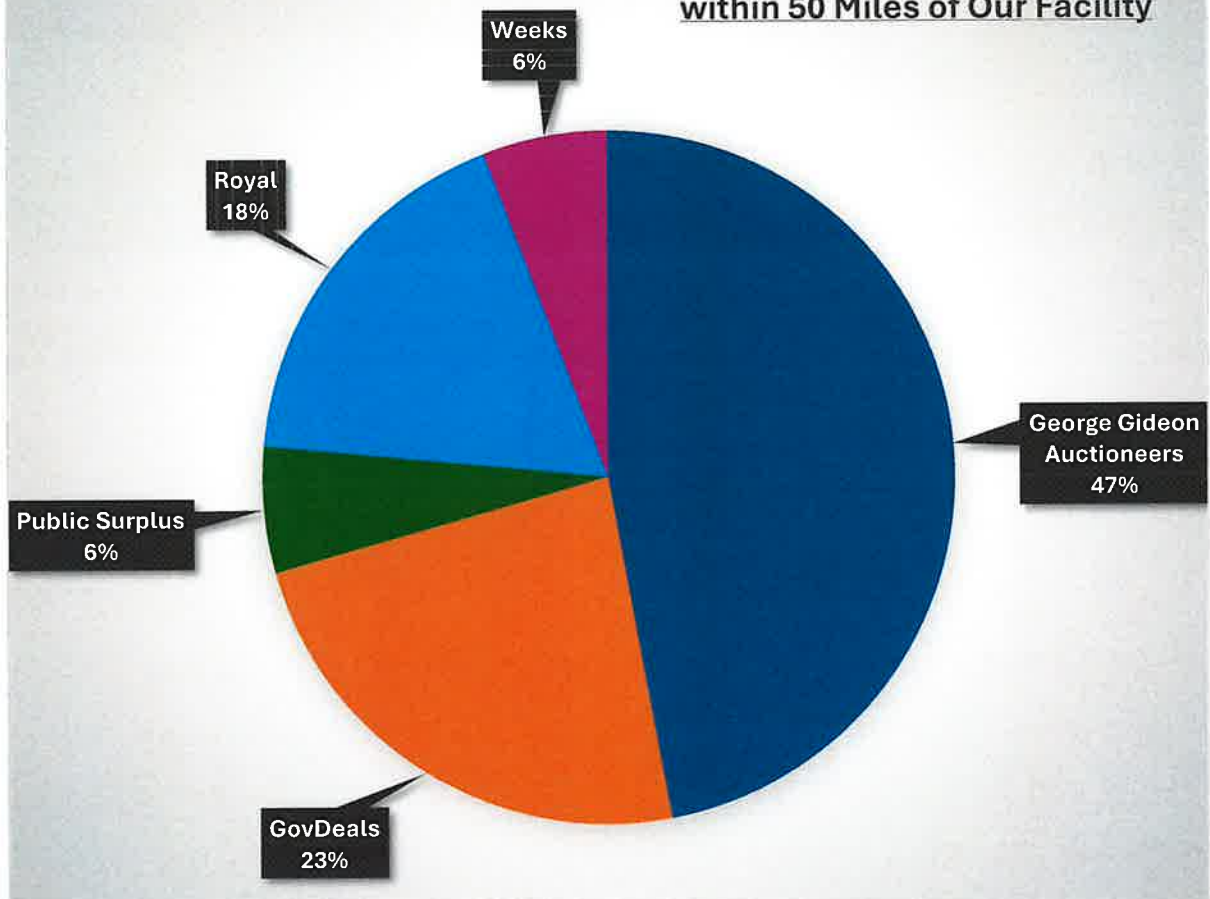
DUNN AND BRADSTREET NUMBER

- 039195925

COUNTYS WE SELL FOR



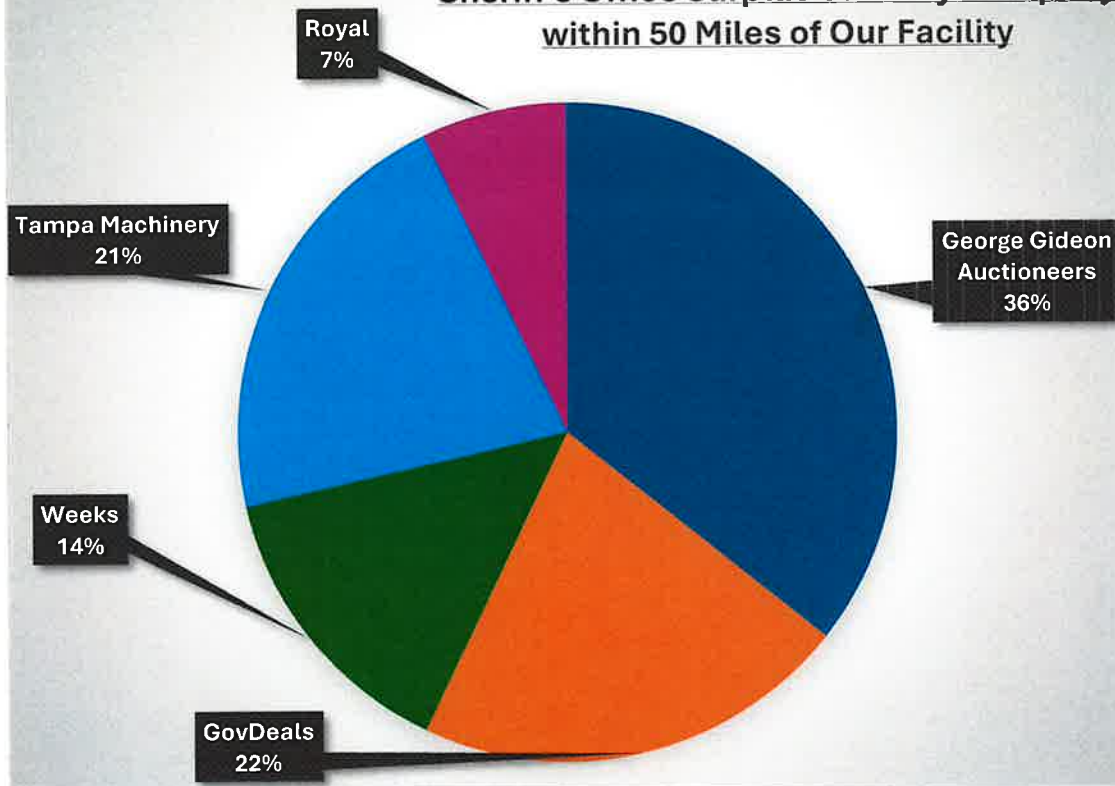
County Surplus Sales by Company within 50 Miles of Our Facility



SHERIFFS OFFICES WE SELL FOR



Sheriff's Office Surplus Sales by Company within 50 Miles of Our Facility



SCHOOL BOARDS WE SELL FOR



**Orange County
Public Schools**



LAKE COUNTY SCHOOLS



flaglerschools
Engage. Educate. Empower.



**Brevard
Public
Schools**



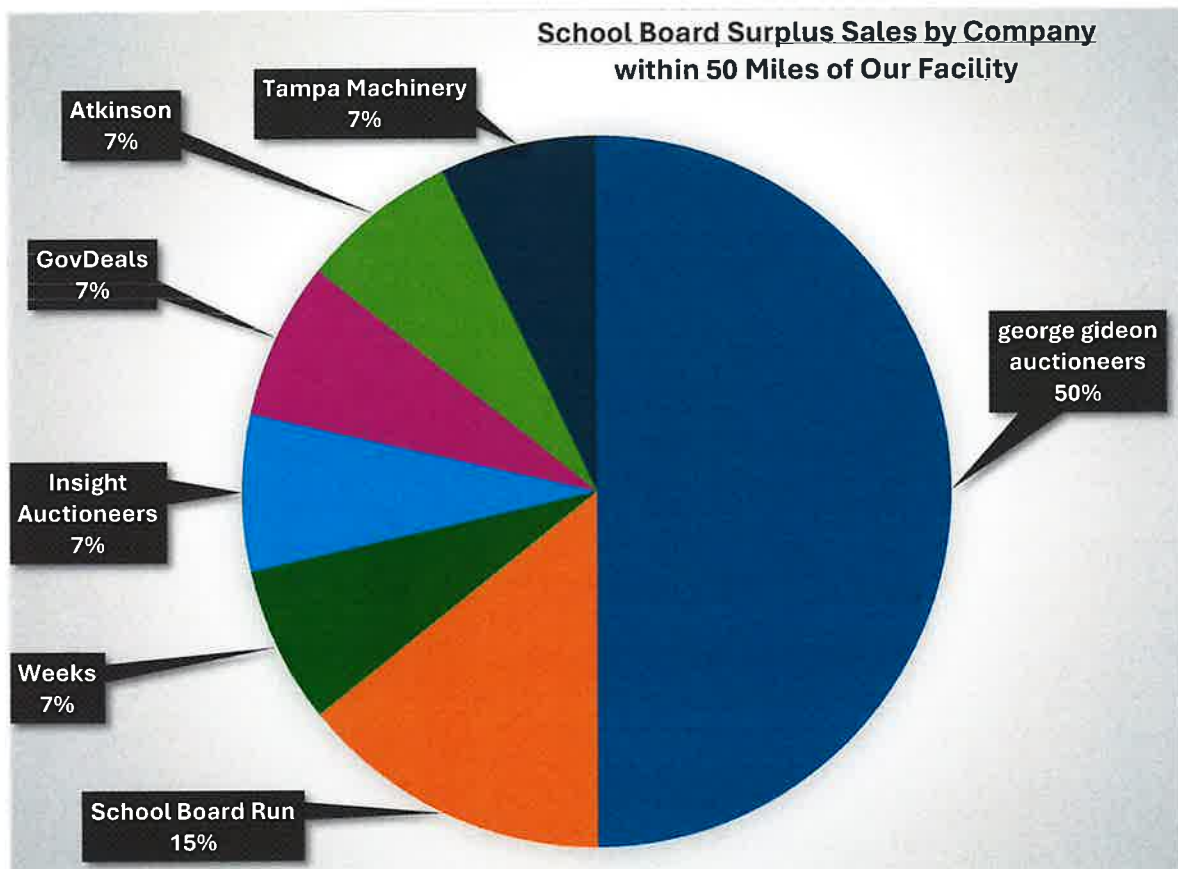
School District of
OSCEOLA COUNTY
FLORIDA



**Seminole County
Public Schools**



**VOLUSIA
COUNTY SCHOOLS**



Cities and Towns in Counties under

George Gideon Auctioneers may be a regional Auction Company, but within our serviceable area we sell for most of the Cities and Towns in Counties under contract! This is in comparison to **ALL** other competitors, including local and national competitors!

We don't just sell for the Government Agencies shown in our infographics, there are many more Government Agencies that we sell for that range from Electric Companies, Community Colleges, Water Districts, to Technical Schools and more.

Cities and Towns under contract

City of Altamonte Springs	Town of Astatula	City of Casselberry
City of Cocoa	City of Debary	City of Deland
City of Eatonville	City of Edgewater	City of Edgewood
City of Eustis	City of Fruitland Park	City of Groveland
Town of Howey-in-the-Hills	City of Kissimmee	town of Lady Lake
City of Lake Helen	City of Leesburg	City of Longwood
City of Maitland	City of Mascotte	City of Minneola
City of Mount Dora	City of Ocoee	City of Oviedo
City of Palm Bay	Town of Ponce Inlet	City of Saint Cloud
City of Titusville	City of Umatilla	City of Winter Park
	City of Winter Springs	

Present Status

George Gideon Auctioneers, Inc. currently sells for 70+ Government Agencies in the Central Florida area. We have an active Auction Facility open to our Agencies and the public for reception, cataloging, inspection, sale, and pickup of surplus from Government Agencies. Offsite sales are also utilized for agencies that wish to have items sold at their facility, with items being catalogued by an Auction employee or Agency employee, with both being able to utilize our easy-to-use mobile cataloging app.

George Gideon Auctioneers, Inc. facility is located in Northwest Orange County. We currently service Government Agencies all throughout Central and Northern Florida.

Future Direction

Our goals over the next few years are to continue to improve and evolve our services to our consignors and bidding customers. We have an approach that focuses on quality over quantity and a mindset that a system can always be improved upon. Some of the goals that we have set are:

- We strive to offer a focus on quality of product & broad scope of services to suit the Agencies we work for instead of a "One-Size-Fits-All" business platform. Each Agency will have different needs, and we strive to provide customized services to suit those needs.
- Continue to have a web-based system giving all consignors quick and easy access to reports with 2 mouse clicks and integrate automation into it that is variable to the consignors needs.
- Having a bidding platform that is intuitive visually and mentally when browsing and keeping track of items and invoices for bidders.
- Expanding our transportation services to include methods for picking up hard to move items incorporating addition transportation and rigging companies.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
GEORGE GIDEON AUCTIONEERS, INC.

Filing Information

Document Number P96000084454
FE/EIN Number 59-3404789
Date Filed 10/10/1996
State FL
Status ACTIVE

Principal Address

2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Changed: 04/18/2005

Mailing Address

PO BOX 1179
ZELLWOOD, FL 32798

Changed: 08/03/2004

Registered Agent Name & Address

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Address Changed: 05/22/2015

Officer/Director Detail

Name & Address

Title P

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title VP

GIDEON, ANITA
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title OFFICE MANAGER

REINHARD, AMY
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title ONLINE SALES MANAGER

GIDEON, GEORGE JASON
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title TRANSPORTATION MANAGER

REINHARD, KARL E
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2024	04/03/2024
2024	08/07/2024

Document Images

08/07/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
12/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
05/22/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

3017 AUCTIONEER	2023	EXPIRES	9/30/2024	3017-0966200
\$30.00		5000 AUCTION BUSINESS	\$30.00	5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0098-01120711 8/7/2023

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

This Local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3017 AUCTIONEER	2023	EXPIRES	9/30/2024	3017-0966200
\$30.00		5000 AUCTION BUSINESS	\$30.00	5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00



GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0098-01120711 8/7/2023

This receipt is official when validated by the Tax Collector



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

69-8012174767-6

GEORGE GIDEON AUCTIONEERS INC
1209 JAGUAR CT
WINTER SPRINGS, FL 32708-3720

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group of Florida 5850 TG Lee Boulevard Suite 340 Orlando FL 32822		CONTACT NAME: Candace Robinson PHONE (A/C, No, Ext): (407) 506-0709 FAX (A/C, No): E-MAIL ADDRESS: c Robinson@hilbgroup.com	
INSURED George Gideon Auctioneers, Inc. Po Box 1179 Zellwood FL 32799		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42376	

COVERAGES

CERTIFICATE NUMBER: CL2441993287

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADULT SUBR INSD	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4413430	04/25/2024	04/25/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debra E. Lubinski

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER National Risk Management & Associates, Inc. P.O. Box 521550 Longwood FL 32752-1550		CONTACT NAME: Robert J. Ray, CIC, CRM, CPRM License #A215767 PHONE (A/C, Ho, Ext): (407) 767-2950 FAX (A/C, No): (407) 767-9117 E-MAIL ADDRESS: cendra.ray@nrmafla.com	
INSURED George Gideon Auctioneers, Inc. P.O. Box 1179 Zellwood FL 32798-1179		INSURER(S) AFFORDING COVERAGE INSURER A: ATEGRITY SPECIALTY INSURANCE COMPANY NAIC # 16427 INSURER B: STARSTONE NATIONAL INSURANCE COMPANY 25496 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ N/A	X		846651232ALI	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 PR/COMP OPS AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert J. Ray, CIC, CRM, CPRM

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ACORD 25 (2016/03)

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Tab 3 - Ability, Capacity, and Skill of the Firm

Project Plan in Relation to the Solicitation Specifications

Our understanding of this RFP is that The School District of Osceola County wishes to Auction its surplus vehicles, equipment, and miscellaneous items with an On-Line Public Auction Company, with the option to have these items transported to the Auctioneers local facility.

George Gideon Auctioneers, Inc. proposes to conduct such Auctions for The School District of Osceola County.

Our years of experience, specifically in Governmental Vehicles, Equipment, and Miscellaneous Auctions, allows us the opportunity to bring our knowledge of the most efficient, cost effective, time efficient and legally correct methods to an On-Line Auction. Our expertise is not in Real Estate or Personal Property; it is in Governmental Fleet Vehicles, Equipment and Miscellaneous Auctions and we offer this expertise to The School District of Osceola County. When your skills are fine tuned in one field, you build a reputation that will grow and a network of buyers and clients that follow your Auctions. **George Gideon Auctioneers, Inc.** has developed such a rapport within our field and has proven a bountiful source for client and buyer information in the area of Governmental Auctions. Contacting buyers and putting them in touch with their buying needs as well as assisting Clients in appraisal, disposal and sometimes the purchase of particular items, has been of benefit to all concerned.

Through the years we have cultivated a loyal following of buyers from our “*permanent buyers*” list as well as our other “*specialty buyers*” list to facilitate top participation at our On-Line Auctions, of a “Right Buying Crowd” for our clients. Our Buyers appreciate the personal touch they receive from us, by the phone call they receive from our office apprising them of items to be sold that are particular to their business needs. This courtesy lets our buyers know that they are as important to us as our clients.

In this section, **George Gideon Auctioneers, Inc.** will outline all the capabilities necessary to handle and conduct On-Line Auctions for The School District of Osceola County.

ON-LINE AUCTIONS

- **System software, installation, and technical support**

George Gideon Auctioneers, Inc. operates its On-Line Auctions with Maxanet software. Maxanet is a tried and true On-Line Auction program that has an exemplary record, as professed to by its widespread use in the On-Line Auction industry. It is the backbone of our system that lists, hosts, and conducts all our On-Line Auctions. These systems are entirely web based and require no installation of downloads of programs to The School District of Osceola County's computer system. These systems are fully compatible with windows or mac operating systems. Maxanet's mobile application, which is available to any smart phone or tablet, takes pictures and descriptions an easy task to be done on the fly, or in the field. All of this is available to The School District of Osceola County, at no additional cost.

- **Training in the use of the proposed system.**

George Gideon Auctioneers Inc. will have an authorized representative dedicated to working with The School District of Osceola County agent. This will bring a seamless transition to the use of our user-friendly On-Line Auction software, at no additional cost.

- **Troubleshooting and maintenance**

George Gideon Auctioneers Inc's authorized representative will be available to The School District of Osceola County representative for any and all questions regarding the input and posting of all On-Line Auction surplus during regular business hours. The District representative will be provided with our Office phone numbers, as well as the cell phone number for their On-Line Auction representative, at no additional cost.

- **On-Line Customer Support for Bidders**

George Gideon Auctioneers, Inc. has email contact for customer questions and client convenience.

- **Bidding and Financial Reporting**

All Bidding and Financial Reporting is available through our On-Line Auction programs and will be demonstrated in the training sessions that are provided to The School District of Osceola County. These reports are only available to The School District of Osceola County and are not available through piggyback of this contract. Some of the reports that are available to The School District of Osceola County for no charge are:

1. On-Line Auction Summary
2. On-line Auction Totals
3. Checkout Summary
4. Credits
5. Expenses
6. Fees
7. Payment Summary
8. Pass Lot List
9. Reconciliation
10. Tax Summary

- **George Gideon Auctioneers Inc.** has maintained an accessibility rate in **excess** of 99.5%

George Gideon Auctioneers, Inc. On-Line Auction program allows for all State of Florida sales tax collected and any Buyers Premiums. On-Line Auction functionality shall include the posting of items on **George Gideon Auctioneers, Inc.** web site(s); operation of an online bidding system permitting continuous, 24 hour, real-time bidding and validation of bids and documentation of high bidder and supporting documentation, at no additional cost.

On-Line Auction functionality George Gideon Auctioneers, Inc. On-line Auction program allows for The School District of Osceola County the ability to incorporate digital photography, and videos into the advertisements for individual items displayed for On-Line Auction. As well as maintenance of complete and accurate records of the bidding for each of the On-Line Auction items and the chronology of the bidding for each of the On-Line Auction items, at no additional cost.

George Gideon Auctioneers, Inc. maintains detailed information on its website(s) to guide prospective bidders through the entire survey, bidding, award of bid, payment, delivery and general information requirements of prospective and successful bid award as well as a customer service function for the benefit of bidders.

George Gideon Auctioneers, Inc. can provide the District access to the On-Line Auction system for the District to track status of items listed for Auction sales and provide various reporting options to include. The School District of Osceola County will have web access to all of its On-Line Auctions for the term of its contract with **George Gideon Auctioneers, Inc.**

ITEMS SOLD AT THE SCHOOL BOARDS FACILITY

The School District of Osceola will be responsible for the following On-Line Auction Process for items sold at the School Boards facility:

- Uploading pictures
- Uploading videos
- Start and Stop Times
- Ability to set a reserve
- Ability to access reports
- Ability to set an "Auto Extension of the Auction Time" option
- The District will field all calls regarding their items
- Delivering all vehicle titles to **George Gideon Auctioneers, Inc.**, at time of On-Line Auction posting

George Gideon Auctioneers, Inc. will be responsible for the following On-Line Auction process of items sold at the School Boards facility:

- Hosting and maintaining a website, and creating a home page for The School District of Osceola County On-Line Auction
- Collecting all proceeds from the Online Auction
- Collecting and remitting to The State of Florida Department of Revenue all sales tax collected
- Transferring all Vehicle titles in accordance with The State of Florida DMV statutes (State of Florida title fees will apply)
- Contacting known buyers
- Advertising as previously outlined.
- Send blast email to our data base of customers regarding The School District of Osceola County's On-Line Auction
- Provide an On-Line Auction settlement and payment to The School District of Osceola County in net 10 days of final buyer payment of On-Line Auction
- Provide all reconciliation work in accordance with the need of The School District of Osceola County

ITEMS SOLD AT GEORGE GIDEON AUCTIONEERS FACILITY

The School District of Osceola will be responsible for the following On-Line Auction Process for items sold at George Gideon Auctioneers facility:

- Requesting a pickup of items from their facility via a provided excel file
- Loading all items onto a freight trailer, or Landoll at their facility
- Delivering all vehicle titles to a **George Gideon Auctioneers, Inc.**, representative at time of pickup or delivery of vehicles from The Osceola County School Board

George Gideon Auctioneers, Inc. will be responsible for the following On-Line Auction process of items sold at George Gideon Auctioneers facility:

- Uploading pictures
- Uploading videos
- Start and Stop Times
- Ability to set an "Auto Extension of the Auction Time" option
- George Gideon Auctioneers will field all calls regarding School Board items
- Hosting and maintaining a website, and creating a home page for The School District of Osceola County On-Line Auction
- Collecting all proceeds from the Online Auction
- Collecting and remitting to The State of Florida Department of Revenue all sales tax collected
- Transferring all Vehicle titles in accordance with The State of Florida DMV statutes (State of Florida title fees will apply)
- Contacting known buyers
- Advertising as previously outlined.
- Send blast email to our data base of customers in regards to The School District of Osceola County's On-Line Auction
- Provide an On-Line Auction settlement and payment to The School District of Osceola County in net 10 days of final buyer payment of On-Line Auction
- Provide all reconciliation work in accordance with the need of The School District of Osceola County

TIMELY MANNER OF WORK

- **George Gideon Auctioneers Inc.** believes in the timely posting of government surplus to reduce depreciation, liability, and atrophy. One of the worst things to see is the depreciation of assets over time unused or awaiting Auction, therefore, being able to act with haste in all aspects of business provides our customers and contract holders with a timely manner of operations. Our On-Line Auction program will give The School District of Osceola County the opportunity to list and sell their surplus expeditiously. **George Gideon Auctioneers, Inc.** is a net 10 company, therefore, alleviating some of the wait time and restrictions of turnaround of net 30 companies.

GRASSROOTS TO NATIONAL EXPOSURE

- Never forgetting where you came from is one of the tenants of good reputation. **George Gideon Auctioneers, Inc.** started small and has grown into one of the largest Government Surplus operations in Florida. Being able to connect to buyers from down the street or internationally keeps us humble, approachable, knowledgeable and promotes our contract holders best interests when it comes to reputation and the good faith bidders have in us and our program.

NO COMPARTMENTALIZATION

- While there are benefits to having one person focus on one specific task, we do believe that the broad understanding of other aspects of the company is beneficial to the knowledge provided to our employees. Being able to answer basic questions about other departments increases customer satisfaction from lack of playing a game of “ping pong” between employees searching for an answer. The ability to perform basic tasks in other departments helps provide a timely manner of work for our contract holders and customers.

CHRONOLOGICAL OPERATION OUTLINE FOR AUCTIONS

George Gideon Auctioneers, Inc. will:

1. Advertise your On-Line Auction Nationally (when warranted)
2. Advertise your On-Line Auction on Internet sites.
3. Provide any training required and requested.
4. Monitor your Auctions online and provide technical support.
5. Personally contact known high value buyers for specialty items.
6. Maintain a website open to the public at all times.
7. Provide computer support before, during, and after your On-Line Auction.
8. Provide bidder support before, during, and after your On-Line Auction.
9. Provide computer reports to The School District of Osceola County.
10. Provide transportation services of goods to George Gideon Auctioneers facility.

Since our reputation is tied to your Auction, be assured that The School District of Osceola County will receive the full scope of our knowledge and expertise to ensure a successful Auction.

ONLINE AUCTIONS HISTORY, BID VALIDATION & BID DOCUMENTATION

- **George Gideon Auctioneers Inc.** has been active within the online Auction market for the past twenty-three (23) years and facilitated the Auction of 100+ Million dollars in that time from Central Florida Agencies alone.
- **George Gideon Auctioneers Inc.** builds, maintains, monitors & updates a website open to the public 24 hours a day, 7 days a week and 365 days a year for purchase of Government surplus with a detailed bid history, including bid amounts in chronological order.
- A server running 24 hours a day, 7 days a week and 365 days lets bidders know when they have been outbid.

Below is example of the **Bid Documentation****Lot - 24077510**

✕

Bidder	Amount	Current	Winning	Received Date	Bid#
3***1	16,200.00	16,300.00	3***7	Sun Aug 04 2024 11:22 AM	14
3***1	16,000.00	16,100.00	3***7	Sun Aug 04 2024 11:21 AM	13
3***1	15,800.00	15,900.00	3***7	Sun Aug 04 2024 11:21 AM	12
3***1	15,600.00	15,700.00	3***7	Sun Aug 04 2024 11:21 AM	11
3***1	15,400.00	15,500.00	3***7	Sun Aug 04 2024 11:21 AM	10
3***1	15,200.00	15,300.00	3***7	Sun Aug 04 2024 11:21 AM	9
3***7	0.00	15,100.00	3***7	Tue Jul 30 2024 4:34 PM	8
3***7	15,100.00	15,100.00	3***7	Thu Jul 25 2024 7:58 PM	7
1***8	10,050.00	10,050.00	1***8	Wed Jul 24 2024 1:31 PM	6
1***8	1,660.00	10,000.00	3***1	Wed Jul 24 2024 1:30 PM	5
5**6	585.00	1,610.00	3***1	Tue Jul 23 2024 8:01 PM	4
5**6	510.00	535.00	3***1	Tue Jul 23 2024 8:01 PM	3
3***1	0.00	500.00	3***1	Tue Jul 23 2024 6:32 PM	2
3***1	500.00	500.00	3***1	Tue Jul 23 2024 4:27 PM	1

Show 100 ▾ records

Showing 1 - 14 of 14 entries

Previous 1 Next

George Gideon Auctioneers, Inc. systems provide bidders with up to the date notices regarding active bids, wither they have been rejected or outbid. Making bidders aware if they are interested in the item and need to place a new bid. **George Gideon Auctioneers, Inc.** utilizes tools to assist in verification of bidders to avoid fraudulent bidders from registering. This tool cross references all bidder data and alerts our administrator of any possible threat. From there the administrator goes on a case by case base and verifies wither the bidder is eligible for bidding privileges. The School District of Osceola County will also maintain the ability to block any user from bidding privileges on any of your On-Line Auctions. This is done to help maintain successful bidding, payment and completion of your On-Line Auction.

WEBISTE AVAILABLITY & BID EXTENSION

- The website is available to the public 24 hours a day, 365 days a year for unhindered bidding.
- There is a bid extension feature that puts an end to "Auction Sniping," as well as serving the dual purpose of gaining maximum revenue for the current consigners by creating a live Auction feel. This feature is adjustable to any time limit the Government Agency wishes.

Below is a listing that is taking advantage of the Bid Extension feature



Lot - 24087519

24087519

Category : SUV/VAN
Qty : 1

Starts: Mon Jul 22 2024 1:00 AM

Ends : Tue Aug 06 2024 6:15 PM

Starting Bid
200.00

Bid Increment ⓘ
50.00

Description Additional Description Images Video Terms

2002 FORD E-150 PASSENGER VAN

- MILES - 027914 SHOWING ON THE ODOMETER.
- VIN#1FMRE11272HB80818.
- WEIGHT - 4903 LBS.
- GVW - 7000 LBS.
- COLOR - WHITE.
- PASSENGER VAN.
- 2 ROWS.
- KEYS - 1.

This item was supposed to end at 5:20 CST for \$5,950 but with bid extension it instead ended at 5:38 CST for \$7,050 which is 18% MORE!!!!!!!!!!!!!!

[< Lot#24087519, SKU#127611](#)

Basic info

Bids

Item Fees

Buy Now Offers



Type to search



Email All

Filter

Bidder Info	Auction Info	Bid Type	Initiated By	Received On (CST)	Amount
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:38:05 PM 104.136.191.161	7100.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:38:05 PM	7050.00 Won
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:36:24 PM 104.136.191.161	6650.00
26770- [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6700.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6650.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:31:33 PM 104.136.191.161	6550.00
26770- [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6600.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6550.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:30:25 PM 104.136.191.161	6450.00

WEBSITE VISITORS, BIDDER LOCATION RANGE & AUCTION INVOICES

- **George Gideon Auctioneers, Inc.** has over 40,000 bidders registered that includes local, national & international bidders and have had items bought and shipped to locations as far away as Africa, South America, The Middle East, Asia, and Canada.
- All winning bidders are emailed an invoice confirming their purchase and any program operator can mark the item as paid within the program and email a paid invoice.

Below is an example of the invoice that is emailed to the winning bidder








George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298
Invoice #: 10298-39783-1
Date: 20-Aug-2015 04:04 EDT

Buyer Information [Edit](#)

Buyer Name: Keith Cole

Company:

Paddle #: 10298

Phone #:

Email:

Billing:

Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST

Date: 08/14/2015

Location: 2753 N. HWY 441
Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
158089	10298	DESK LAMP CHROME METAL, WORKING CONDITION UNKNOWN	1	\$10.00	\$10.00	\$0.00	\$0.00	\$10.00
158222	10298	HOGGAN SPRINT UPPER BODY ERGOMETER, WORKING CONDITION UNKNOWN	1	\$14.00	\$14.00	\$0.00	\$0.00	\$14.00
Total Lots: 2				Totals:	\$24.00	\$0.00	\$0.00	\$24.00

Actions ▾

PAID IN FULL

SubTotal: \$24.00

Cash Total Due: \$0.00

Paid Cash: \$40.00

Change: \$16.00

Notes:

Details Concerning Involvement and Participation of the General Public in Auctions Conducted

Advertising for the Auction is an area that **George Gideon Auctioneers, Inc.** excels in. It is of upmost importance that exposure of Vehicles, Equipment and Miscellaneous Particular to Government Entities be handled by an Auction Company that specializes in the sale of Government Entities and Fleet Vehicle Sales. We advertise via the Internet using our list of email based buyers, and through many Auction related websites and Auction buyers informational platforms as well as from our website, www.ggauctions.com.

George Gideon Auctioneers, Inc. advertises for Auctions using many of the following methods, such as but not limited to:

- Targeted Auction Emailing
 - Specialty Buyers list
 - From previous Auctions
 - By request
- National Trade Journals
- Emails to Specific Buyers
- Website Listings
- Social Media
 - Facebook
 - Twitter
 - Instagram
- Auction Facility Traffic. **George Gideon Auctioneers, Inc.** sales facility is located on a major State of Florida Highway with approximately 100,000+ traffic count weekly

George Gideon Auctioneers, Inc. advertises vehicle and equipment Auctions in National Trade Journals, both in On-Line Editions and print, when necessary, such as, but not limited to:

- Rock & Dirt
- Contractors Hotline
- Equipment Trader
- Electrical Equipment Advertiser
- Construction Equipment Guide

George Gideon Auctioneers, Inc. will also advertise Auctions for Osceola County School Board on the Internet using our Company website www.ggauctions.com. This website is

accessible via all the major search engines of the World Wide Web (mobile and PC), along with photos of the various vehicles and equipment. We also maintain an e-mail database of buyers who are automatically notified prior to each Auction.

George Gideon Auctioneers, Inc. will also post the date, time, location, and list of Osceola County School Board Auctions on Web bulletin board(s) and social media such as, but not limited to:

- Auction Zip
- Craig's List
- Rock and Dirt
- Surplus Record
- Contractors Hotline
- Social Media
 - Facebook
 - Twitter
 - Instagram

Our permanent Auction facility open to the Public is comprised of 13+ Acres directly located at 2753 N. Hwy 441, Zellwood, Orange County, and Fl., with one of the highest traffic flows in North West Orange County. Our facility has two buildings that are approximately 14,000 square feet total area, able to house most of Osceola County School Board's miscellaneous items under cover. Our off-site facility for Osceola County School Board's surplus is capable of handling approximately 50+ Buses, over 120 Vehicles, Trucks, Automobiles and Equipment, and miscellaneous items. This facility has a double 6' commercial chain link fence around the Auction Sales yard. There is also a 10' electric security fence with-in the perimeter of the facility, which is also powered by a backup power source, and is monitored by a security company.

We also have two (2) security camera systems with eighteen (18) cameras located throughout the complex. This system also records all activity, with backup and remote viewing capabilities. Our facility also has the following to efficiently conduct Inspections and sales of all of Osceola County School Board's surplus items:

- Thirteen-acre On-Line Auction facility
- Two Buildings at our On-Line Auction facility to house Osceola County School Board's surplus items
- Customer parking inside and out of our facility
- (3) Forklifts for loading and unloading of Osceola County School Board's surplus items (5000lb, 6000lb, & 8000lb)
- (2) Utility jump carts for jumping starting vehicles and equipment, during inspection periods, and removal

- (2) Freight trailer docks
- A 10' electric fence encompassing the entirety of the storage facility
- Multiple computer stations configured to either be hardwired or work off of Wi-Fi for entry of Osceola County School Board's surplus assets

We have the versatility in our advertising department to cater to all our agencies requests for On-line Auctions.

George Gideon Auctioneers, Inc. Website (www.ggauctions.com)

Welcome to George Gideon Auctioneers

Central Florida's Largest Public Online Auction of Government and Local Industry. Online Vehicle and Equipment Auctions are posted daily on our website.

Auction Types
Item Categories



GREATER ORLANDO AVIATION AUTHORITY: AIRPORT LOST & FOUND AUGUST 2024!!!
Ends: Mon Aug 12 2024 05:55 PM
330 Items

[Auction Details](#) [View Items & Bid](#)



THE VILLAGES: ASSORTED BANQUET CHAIRS!!! 10% BUYERS PREMIUM
Ends: Mon Aug 12 2024 06:00 PM
111 Items

[Auction Details](#) [View Items & Bid](#)



C FL AGENCIES & OTHER ENTITIES: STERILIZERS, LAPTOPS & MORE!!! 10% BUYERS PREMIUM
Ends: Mon Aug 12 2024 06:05 PM
10 Items

[Auction Details](#) [View Items & Bid](#)



SANFORD AIRPORT AUTHORITY: LOST & FOUND, AND MORE!!!
Ends: Mon Aug 12 2024 06:10 PM
45 Items

[Auction Details](#) [View Items & Bid](#)



GREATER ORLANDO AVIATION AUTHORITY: LAPTOPS, TABLETS & MORE!!!
Ends: Mon Aug 12 2024 06:20 PM
68 Items

[Auction Details](#) [View Items & Bid](#)



KISSIMMEE UTILITY AUTHORITY: HP PAGEWIDE XL 4100 PRINTER & MORE!!! 12.5% BUYERS PREMIUM
Ends: Mon Aug 12 2024 06:25 PM
2 Items

[Auction Details](#) [View Items & Bid](#)

AuctionZip (national Auction website, basically the yellow pages of Auctions)

SAMPLE (these are a few of our listings on AuctionZip)

THE VILLAGES		View Photo Gallery
Zellwood, FL		Mon Aug 24 - 06:50PM
	THE VILLAGES AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:50 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a View Full Listing	

OSCEOLA COUNTY SHERIFFS		View Photo Gallery
Zellwood, FL		Mon Aug 24 - 06:55PM
	OSCEOLA COUNTY SHERIFFS AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:55 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a View Full Listing	

CITY OF CASSELBERRY		View Photo Gallery
Zellwood, FL		Mon Aug 24 - 07:00PM
	CITY OF CASSELBERRY AUCTION ENDS: MONDAY, AUGUST 24TH 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a guide. View Full Listing	

VOLUSIA COUNTY		View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:00PM
	VOLUSIA COUNTY AUCTION ENDS: MONDAY, AUGUST 31ST 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a View Full Listing	

SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (		View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:15PM
	SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (2) 2007 FORD FUSION SEIII AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:15 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, View Full Listing	

VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RI		View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:30PM
	VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RIDING COMMERCIAL MOWERS!!! AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:30 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, View Full Listing	

OSCEOLA COUNTY BASKETBALL COURT		View Photo Gallery
Zellwood, FL		Tue Sep 1 - 07:00PM
	OSCEOLA COUNTY BASKETBALL COURT AUCTION ENDS: TUESDAY, SEPTEMBER 1ST - 2015 @ 7:00 PM (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered View Full Listing	

Sample Auction Reports and Sales Receipts

- Invoices can be shown for every winning bidder for an auction at one time. The user can choose to either see unpaid bidders, paid bidders or both. By simply clicking on the bidder name, it takes you to their individual invoice.



George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298

Invoice #: 10298-39783-1

Date: 20-Aug-2015 04:04 EDT

Buyer Information [Edit](#)

Buyer Name: Keith Cole

Company:

Paddle #: 10298

Phone #:

Email:

Billing:

Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST

Date: 08/14/2015

Location: 2753 N. HWY 441
Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
158089	10298	DESK LAMP CHROME METAL, WORKING CONDITION UNKNOWN	1	\$10.00	\$10.00	\$0.00	\$0.00	\$10.00
158222	10298	HOGGAN SPRINT UPPER BODY ERGOMETER, WORKING CONDITION UNKNOWN	1	\$14.00	\$14.00	\$0.00	\$0.00	\$14.00
Total Lots: 2			Totals:		\$24.00	\$0.00	\$0.00	\$24.00

Actions ▾

PAID IN FULL

SubTotal: \$24.00

Cash Total Due: \$0.00

Paid Cash: \$40.00

Change: \$16.00

Notes:

REPORTS

There are many reports that are customizable to suit The School District of Osceola County's needs.

- **Auction Summary:** Summary of the Accounting information for the Auction; Includes; Items, Images, Bids, Bidders, Invoices, Settlements, Payments, and analytical data shown below.
- There is an master excel report function that is an easy 1 click process to get all important Auction data including: Auction Name, Item Number, Categories, Item Description, Additional Description, Bids, Final Bid, Bidder, Email, Bidder Name, Bidder Company Name, Bidder Work Phone, Bidder Address, End Date(CST), Payment Status, URL Link and more.

< THE SCHOOL DISTRICT OF OSCEOLA COUNTY: LAMINATORS, HOBART MIXERS & MORE!!! 10% BUYERS PREMIUM

Menu

Dashboard				Items	Gallery	Images	Item Groups	Bids	Bidders	Consignment	Buy Now	Invoices	Settlements						
Payments				Inventory Schedule				Notes				Permissions				Feedback Form			
1 Total Items 28				2551 Life Time Payments				933 Life Time Items				\$1288.78 Open Invoices				28 Total Items			
2 Items with Bids 28				2521 Active Page Views				925 Active Users				Type: MISCELLANEOUS				Created By: JenniferK			
3 Items with No Bids 0				922 Total hits				Created Date: 07-31-2024 08:38 AM (CST)				Start Date: 07-31-2024 12:00 AM (CST)							
4 Active Bidders 60				\$7419.58 Current Total				\$0.00 Refers to Net Total				\$8154.95 Net Bid Total				\$0.00 Buyer's Total			
5 Winning Bidders 16				Top 10 Bidders in The Event				Most Watched Items				Hottest Items				Highest Current Bid Items			
Highest Max Bid Items				Auto Extend Time: 5 Minutes				Staggered Ending: 2 Items/1 Minute				Display Formatting: Maximum Bidding							
Maxanet Registration: YES- without CC required				Display Contact Information: ON				Display the unused lots: OFF				Display Bidder Email Addresses on Invoices: ON							
Display View More Content On Grid View: OFF																			

Tab 4 – Qualifications/Experience of Personnel

George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

George Gideon Auctioneers, Inc. employs knowledgeable and courteous employees who have been trained to handle our clients and customers in a helpful and welcome manner. We understand the importance of image and service and insist that these attributes be used in tandem with **George Gideon Auctioneers, Inc.** Our office staff is cross-trained in all facets within the office to facilitate the efficiency and flow of operation necessary for a successful Auction.

George Gideon

WORK EXPERIENCE

9/96 to Present

Mr. Gideon is the Owner of **George Gideon Auctioneers, Inc.** He is responsible for day to day operations of a multi-state Auction company specializing in the remarketing of fleet vehicles and equipment of Government and Utility Companies.

1/79 to 9/96

Mr. Gideon was the Sales Manager for Rene Bates Auctioneers, Inc. He was responsible for the day-to-day handling of numerous Auctions. The duties performed were such as, but not limited to: preparing of proposals, signing contracts, directing the advertising, setting up sales, conducting the Auctions, billing, and handling any necessary follow up.

As Owner and President of **George Gideon Auctioneers, Inc.**, with over forty-five (45) years' experience in Government Auctions, he will be responsible for the following:

Personally supervise all areas of Auction business, from advertising to set-up through post-Auction

Work with advertising layout and placement

Personally contact known Buyers

Necessary follow-up concerning the Auction

Anita Gideon**WORK EXPERIENCE**

9/96 to Present

Ms Gideon is Co-Owner and Vice President for **George Gideon Auctioneers, Inc.** She is responsible for staff management and daily office operations management.

As Owner and Vice-President of **George Gideon Auctioneers, Inc.**, with twenty-eight (28) years' experience in Government Auctions, Anita Gideon will be responsible for the following tasks:

- Supervise the following:
- Advertising layout and placement
- Mailing Insurance Certificate
- Pre-Auction meetings
- Necessary follow-up concerning the Auction

Amy Reinhard**WORK EXPERIENCE**

5/01-Present

Mrs. Reinhard is the Operations Manager for **George Gideon Auctioneers, Inc.** She is responsible for day-to-day office operations including office management, advertising, client relations and reconciliations, proposal preparations and employee management.

As the Office Manager for George Gideon Auctioneers, Inc., with twenty-three (23) years' experience in Government Auctions, Mrs. Reinhard will manage the following tasks:

- Handling daily operation of Auction office and facility
- Assist in the planning and scheduling of Internet Auctions
- All phases of Auction Sales Set-up
- Performs all phases of title work and proper title transfers for Internet Sales (if warranted)
- Auction activity input
- Collects all funds from Internet purchased items
- Responsible for and assist with all Cashier balancing at end of Auction

Manage records for Tax Exemption and Dealer Licenses
Any necessary follow-up concerning Auction
Reconcile client inventories/reports

Jason Gideon

WORK EXPERIENCE

2001-Present

Mr. Gideon is the Internet Sales Manager for **George Gideon Auctioneers, Inc.** He is responsible for day-to-day yard operations including yard and equipment management, assisting with client and customer relations, and responsible for Online Auction inventory.

As the Internet Sales Manager for **George Gideon Auctioneers, Inc.**, with twenty-three (23) years' experience in Auction computer operation, and yard management. Mr. Gideon is responsible for the following:

- Supervises the day to day operation and management
- Maintains the Office and sales lot security
- Handles and maintains all On-Line Sales
- Handles Internet Auction Sales setup
- Takes pictures for inventory for On-Line Sales
- Assist in Pre-Auction Organizational Meeting
- Handles all data entry for Internet Customers
- Bidder registration and data entry
- Assist in Handling Customer and Client relations
- Responsible for all Internet Buyer invoices
- Contacts all Internet Buyers regarding Purchases and arranging payment
- Assist with necessary follow-up concerning Auction
- Customer care and experienced problem handler

Jennifer Kendal

2014 - Present

Ms. Kendal is the Internet Sales Associate for **George Gideon Auctioneers, Inc.** She manages and maintains the company's computers, networks and websites. She assists in the day to day operations of our Internet Auctions.

As support staff of **George Gideon Auctioneers, Inc.**, with ten (10) years' experience in computer technologies, internet marketing and internet Auctions. Ms. Kendal will be responsible for the following tasks:

- Maintaining and updating Auction website
- Assist with taking pictures for inventory for advertising
- Work on Internet Page preparation
- Assist with advertising schedules
- Assist with advertising placement
- Implementing item specific internet advertising schemes
- Assist with Internet Auction Sales setup
- Assist with the maintenance of the Office and sales lot security
- Maintaining office equipment and technologies
- Familiar with all Computer programs and Software currently using

Peggy Reynolds

Auction Title Supervisor for **George Gideon Auctioneers, Inc.** with fifteen (15) years

experience in Vehicle Title work. She is responsible for the following:

- Organize and maintain Titles
 - Supervise the following:
 - Necessary paperwork associated with each title, i.e. Special Use,
 - Restriction or Notarized papers necessary or pertinent to process title work
 - Cross referencing title vehicle number with physical vehicle
 - All titles are properly closed in to a buyer
 - All out-of-state Buyers and foreign Buyers are informed of the laws of the State of Florida
 - Register Buyers

References

Volusia County, Florida

Date of services	From 3/1997 to current
Description of services	We provide for Volusia County Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers.
Address	123 W. Indiana Ave., Rm. 302, DeLand, FL 32720-4608
Contact	Kathy Williams, Procurement Manager MBA CPPB CPPO
Contact phone number	386/626-6625
Contact email	kwilliams@volusia.org
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Lake County, Florida

Date of services	From 6/1997 to current
Description of services	We provide for Lake County Board of County Commissioners On-Line Auctions. All of the items that are Auctioned for Lake County Board of County Commissioners are transported to our Facility by our contract carriers.
Address	315 W. Main Street, Tavares, FL 32778
Contact	Ron Falanga, Director of Procurement Services
Contact phone number	352-343-9424
Contact email	rfalanga@lakecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Orange County Public Schools, Florida

Date of services	From 5/1998 to current
Description of services	We provide for Orange County Public Schools On-Line Auctions. All of the items that are Auctioned for Orange County Public Schools are transported to our Facility by our contract carriers or sold on-site.
Address	6501 Magic Way Blvd Building 400, Orlando, FL 32809
Contact	Christopher M. Reed, Director, Material Management
Contact phone number	407/317-3700 ext. 2025290
Contact email	Christopher.Reed@ocps.net
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Seminole County, Florida

Date of services	From 1997 to current
Description of services	We provide for Seminole County On-Line Auctions. All of the items that are Auctioned for Seminole County are transported to our Facility by our contract carriers or sold on-site.
Address	1301 E Second Street, Sanford FL 32771-1468
Contact	Kelli Burrier, Property Administrator
Contact phone number	407-665-7129
Contact email	kburrier@seminolecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Brevard County Sheriffs Office, Florida

Date of services	From 2001 to current
Description of services	We provide for Brevard County Sheriffs Office On-Line Auctions. All of the items that are Auctioned for Brevard County Sheriffs Office are transported to our Facility by our contract carriers.
Address	850 Earle Petty Way, Cocoa FL 32927
Contact	Mark Deitz, Fleet Manager
Contact phone number	321-633-1715
Contact email	mark.deitz@bcso.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Volusia County Public Schools, Florida

Date of services	From 7/2000 to current
Description of services	We provide for Volusia County Public Schools Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers or sold onsite.
Address	1648 Hancock Blvd., Daytona Beach, FL 32114
Contact	Mr. Chris Boyer, Fleet Director/Finance Director
Contact phone number	386/258-4667 ext. 50542
Contact email	cjboyer@volusia.k12.fl.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon



*Agencies we sell for with surplus similar or greater in size
and scope*

Seminole County	Polk County	Osceola County	Lake County
Volusia County	Lake County Scheriff	Volusia County Sheriff	Brevard County Sheriff
Osceola County Sheriff	Orange County Public Schools	Volusia County Public Schools	Brevard County Public Schools
Lake County Public Schools	Orlando Utilities Commission	Greater Orlando Aviation Authority	Clay Electric
Sumter Electric	City of Altamonte Springs	City of Palm Bay	City of Winter Park

Tab 5 – Approach and Methodology

George Gideon Auctioneers has a multi-faceted approach and methodology when it comes to selling your surplus. We like to focus a several key but independent areas such as:

- Liability
- Maximum selling price
- Ease of use for Agencies
- Ethics

Though combining these areas, we believe that a good product is made that suits all aspects of selling your surplus.

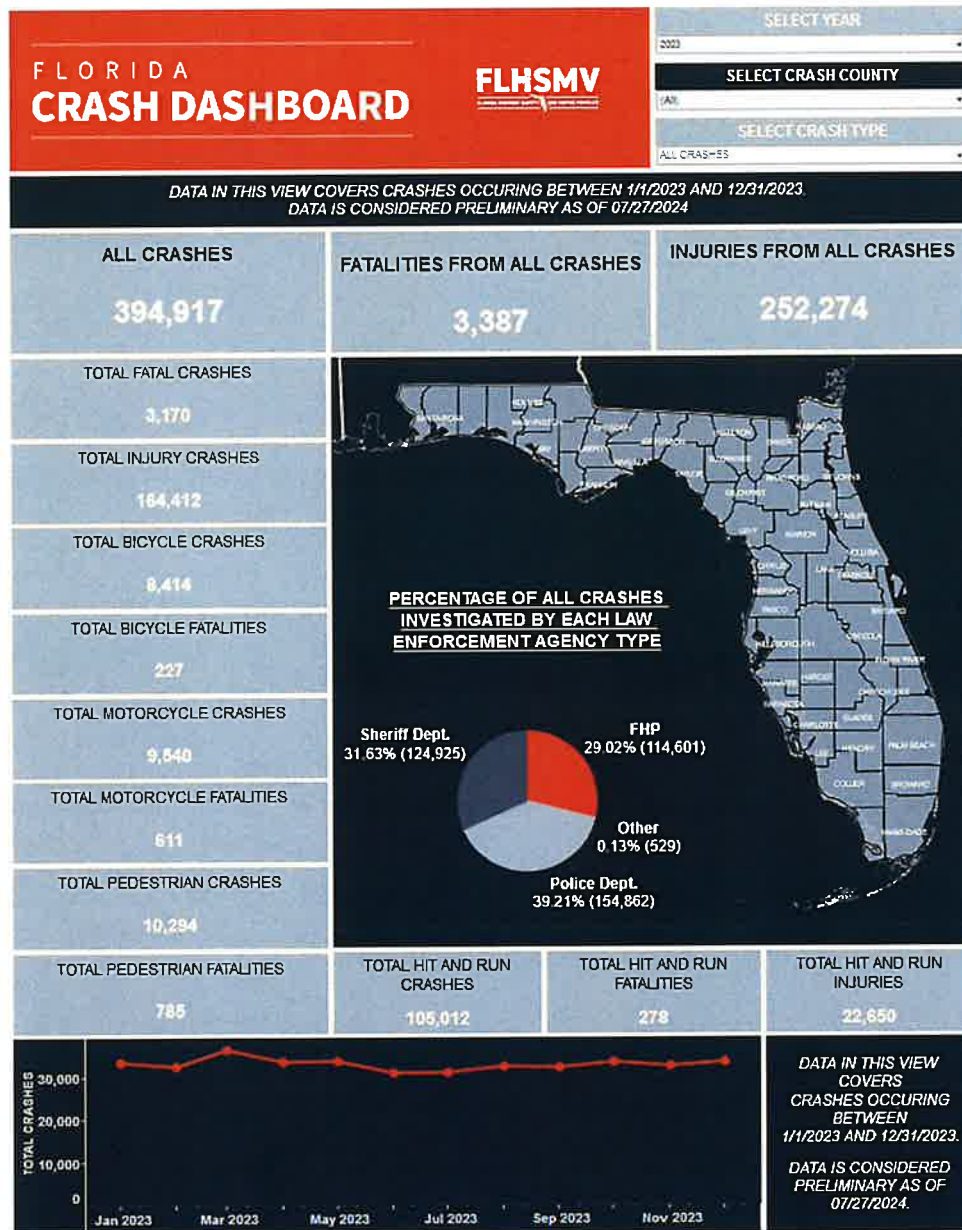
Liability

We like to make sure that any incurred liability from the selling process is minimized to keep you safe from frivolous lawsuits and misunderstandings with customers and regulatory agencies.

A few ways that we reduce your liability are:

- Processing your title work as a State of Florida Automobile dealer, although you can sell a vehicle yourself and sign it over to the buyer, DOT does not consider it legally transferred in the buyers name until they go to the tag office and do so themselves. As a dealer we are required to abide by all State of Florida DOT guideline to make sure that proper and legal title transfers are preformed.
- Selling items as a COD (certificate of destruction). Whenever a badly wrecked or undriveable item is sold with a COD it cannot be driven on a public road again, thereby negating the chance of being implicated in a lawsuit for a faulty vehicle.

- Below is a screenshot of the Florida DMV dashboard for crash statistics concerning the 2023 year. You will see there is a staggering number of recorded crashes, and all it takes is one of those to be in a vehicle sold by you that did not have its title completely transferred to open you up to lawsuits!



- Accurate descriptions of items after years of selling many items will give the most accurate description thereby reducing misunderstandings
- Making sure unsafe items are towed off property and not driven off property. If a titled item does not have a transferred legal tag registered to it you can be on the hook for letting them off your property

Maximum selling price

Getting the maximum selling price for your items is an important part of our services and something that people pay the most attention to.

We offer many advertising venues to get the maximum publicity such as trade publications, independent Auction calendars, social media, and sponsored events.

We also have a bid extension option for selling your items. This extends the Auction end time for each individual item whenever it is bid on in the last 5 minutes. This creates more of a live Auction competitive feel sometimes increasing the final sale price by up to twice the price compared to selling without bid extensions.

Most items are sold at our facility allowing all the agencies that we sell for to work in unison and feed off each other's publicity and interest in items being sold here. By keeping the items at our facility this also allows our trained staff to take more detailed shots of items as well as videos of items running, and we all know a running vehicle will always bring more money.

Being a full service facility we can get more for items sold here due to the fact that buyers can do all the title work here, and we will forklift load items onto their trailers or trucks thereby negating the extra cost incurred by them and allowing that cost to be put towards the purchase price of their items.

Ease of use for Agencies

We pride ourselves on being a full-service Auction Company and as such can cater our services to more directly meet the needs of the Government Agencies we sell for. Just a few of the services we offer are:

- An Auction employee can catalog and sell items either at our facility or the Agencies facility
- Collecting and remitting the sales tax to the State on all sales for the Agency
- Reconciling items sold
- Arranging transport of items to our facility
- Transferring titles for the Agencies we sell for
- Answering buyers' questions
- Removing items from the Agencies facilities
- Posting items online for Agencies to sell

Ethics

- Shill bidding and how it can get you in trouble legally and in noncompliance with State Statutes!
 - Ucc code 2-328 (this law is enacted verbatim from the UCC code)

The 2023 Florida Statutes (including Special Session C)

Title XXXIX COMMERCIAL RELATIONS

Chapter 672 UNIFORM COMMERCIAL CODE: SALES

- (1) In a sale by auction if goods are put up in lots each lot is the subject of a separate sale.
- (2) A sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid the auctioneer may in his or her discretion reopen the bidding or declare the goods sold under the bid on which the hammer was falling.
- (3) Such a sale is with reserve unless the goods are in explicit terms put up without reserve. In an auction with reserve the auctioneer may withdraw the goods at any time until he or she announces completion of the sale. In an auction without reserve, after the auctioneer calls for bids on an article or lot, that article or lot cannot be withdrawn unless no bid is made within a reasonable time. In either case a bidder may retract his or her bid until the auctioneer's announcement of completion of the sale, but a bidder's retraction does not revive any previous bid.
- (4) If the auctioneer **knowingly receives a bid on the seller's behalf** or **the seller makes or procures such a bid**, and notice has not been given that liberty for such bidding is reserved, the buyer may at his or her option avoid the sale or take the goods at the price of the last good faith bid prior to the completion of the sale. This subsection shall not apply to any bid at a forced sale.
- http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0672/0672.html

Law Insider defines a shill as "**Shill** means an employee or agent of the registrant who bids against legitimate bidders at an auction to escalate bidding."

For years shill bidding has been done to artificially drive up the selling price of an item without the intention of buying it. It is only supposed to be done on behalf of the seller (bolded in the above section that shows and excerpt of the statute) and shill bidding is only valid if it strictly follows UCC code 2-328.

This is not only illegal if done improperly but also ethically immoral since when through an online platform the Auctioneer has access to the bidders maximum bid and can easily and effortlessly run up the bid to that amount, thus ruining the good faith that is put in the Auctioneer and the selling Agency for running a fair Auction.

If shill bidding is not done exactly to the scope of State Statute it is a crime and has been prosecuted up to a felony in other states. This is not something any Government Agency wants to be included in on.

https://www.naaq.org/wp-content/uploads/2020/10/391.civil_NY-v.-Baranovich-NY-v.-Eggleston-settlement-3.pdf

Not only does statute 2-328 outline the trouble an Auctioneer and agency can get in for shill bidding BUT statute 468.389 expressly prohibits shill bidding.

The 2024 Florida Statutes

Title XXXII
REGULATION OF PROFESSIONS
AND OCCUPATIONS

Chapter 468
MISCELLANEOUS PROFESSIONS AND
OCCUPATIONS

View Entire
Chapter

468.389 Prohibited acts; penalties.—

(1) The following acts shall be grounds for the disciplinary activities provided in subsections (2) and (3):

(a) A violation of any law relating to trade or commerce of this state or of the state in which an auction is conducted.

(b) Misrepresentation of property for sale at auction or making false promises concerning the use, value, or condition of such property by an auctioneer or auction business or by anyone acting as an agent of or with the consent of the auctioneer or auction business.

(c) Failure to account for or to pay or return, within a reasonable time not to exceed 30 days, money or property belonging to another which has come into the control of an auctioneer or auction business through an auction.

(d) False, deceptive, misleading, or untruthful advertising.

(e) Any conduct in connection with a sales transaction which demonstrates bad faith or dishonesty.

(f) **Using or permitting the use of false bidders, cappers, or shills.**

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0468/Sections/0468.389.html

- Honest advertising

If there are known defects, especially with a vehicle, they should ALWAYS be disclosed. A bent frame, bad brakes, flood vehicles, etc are just asking for an accident and lawsuit. Some Auctioneers may overlook it for a higher return, but it is never worth it in the end.

***Tab 6 – District’s Small Business Enterprise
 (“SBE”) and Veteran Business***

***Enterprise (“VBE”) Program Participation
 Guidelines***

George Gideon Auctioneers is not a SBE or VBE, nor is any of it's
subcontractors.

Tab 7 – Other Services

Transport charges are listed in Tab 9.

Access to the dashboard on our website (not available as a piggyback option) with the ability to download previous Auction reports, specific Auction specifics and buyer information.

Tab 8 – References

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Contact email	cjboyer@volusia.k12.fl.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Tab 9 – Fee Structures (options A & B)

OPTION A (Vehicles, Buses and Gas/Diesel Equipment only)
George Gideon Auctioneers does not have to be the sole vendor for this option

Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:

- **9% Buyers Premium (paid by the buyer and not the agency)**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

OPTION B (Buses, Vehicles, Gas/Diesel Equipment and Miscellaneous items) This option is only applicable if George Gideon Auctioneers is the sole awarded vendor

- **Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:**
- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

Transport Charges:

\$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees at the Auction facility

\$100/hr 16-foot Box Truck loaded and unloaded by Transport employee

\$90 for each vehicle less than 1 ton

\$175 for each vehicle 1 ton or more

\$400 per bus

\$400 for a landoll load (for equipment and large miscellaneous items) loaded on site by agency employees and unloaded by Auction employees at the Auction facility

For any loads outside of the 50-mile range of our facility an extra charge of \$3/mile will apply (hourly rate pickups are excluded)

Any transport options not listed are available by request

Due to liability the following items cannot be accepted for Auction:

- **Moldy items**
- **Biological contaminates (I.E. needle containers, lab equipment with biological contaminates, uncleaned morgue equipment, etc..)**
- **Perishable items**
- **Flammable items not in a proper storage container (vehicles, equipment, and generators with sealed gas tanks are fine)**
- **IT equipment that has not been wiped of sensitive data**
- **Blue lights on law enforcement equipment**
- **Alcohol**
- **Firearms**
- **Animals**
- **Mattresses**

Tab 10 – Addenda

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

817 Bill Beck Boulevard • Kissimmee • Florida 34744-4492
Phone: 407-870-4600 • Fax: 407-870-4010 • www.osceolaschools.net

SCHOOL BOARD MEMBERS

District 1 – Teresa "Terry" Castillo – Vice Chair
407-577-5022
District 2 – Julius Melendez
321-442-2862
District 3 – Jon Arguello
407-433-9082
District 4 – Heather Kahoun - Chair
689-241-7822
District 5 – Scott Ramsey
321-402-9145



Superintendent of Schools
Dr. Mark Shanoff

Director of Purchasing
Kristine Rodriguez, CPSM, NIGP-CPP, CPPD, CPPB

Supervisor of Purchasing
Cheryl Hood, CPPB

July 30, 2024

RFP # SDOC-25-P-007-LV
Online Auction Services

Addendum #1

The original Invitation to Bid #SDOC-25-P-007-LV documents shall remain in full force and effect, except as modified herein, and shall take precedence over any contrary provisions in the prior documents. The Bid opening is scheduled for Wednesday, August 8, 2024, at 2:00 PM.

This addendum is being issued to address the following questions that were received.

1. Q. Who is your current auction vendor?
 - A. George Gideon Auctioneers, Inc. and The Public Group Inc.
2. Q. How many auctions do you typically conduct in a year?
 - A. We have no set number, we have them on an as needed basis. As frequently as we need.
3. Q. What type of items are you selling at these auctions?
 - A. Cars, SUV's, buses, white fleet, office furniture, classroom furniture, machinery and miscellaneous items are a few examples. All surplus items except textbooks and technology.
4. Q. If you are selling titled items, how are the titles handled?
 - A. We do the title work if our Awarded Vendor cannot. No blank titles will be issued. Please list the capabilities of your company.
5. Q. Would The Osceola County School District be interested in having an auction company handle buses and white fleet only, separate from the office items?
 - A. Please see Page 3, section 25 Award. Please list your capabilities in your response
6. Q. What are the commission terms on your current contract?
 - A. For George Gideon it varies. Please refer to Vendorlink.osceola.org, click on the contracts tab, and in the Contract ID Number add C-21-0466-AD to see all their contract. The Public group is as follows and has a buyer's premium of 10.5% but no commission. If you would like to see this contract in full, enter C-21-0465-AD in the Contract ID.
7. Q. What was the School Board's historic auction sales volume in 2024, 2023, 2022, and 2021? Please provide number of assets sold and total sales by year.
 - A. It is not possible to give you a number of assets sold, but total sales for the 4 years is \$235, 255.40.

Student Achievement – Our Number One Priority
Districtwide Accreditation by the Southern Association of Colleges and Schools
An Equal Opportunity Agency

8. Q. What is the percentage of surplus sold through Public Surplus versus George Gideon per year?
 - A. Unfortunately that information is not available at this time. .
9. Q. Is the School Board interested in a self-service solution (School Board staff takes photos of assets and creates auction listings), or does the School Board prefer the vendor to provide on-site photography and auction listing creation?
 - A. The District currently has both options, please list your capabilities.
10. Q. Will the School Board be responsible for releasing purchased assets to buyers at your chosen times?
 - A. Monday through Friday 7:30-2:30 if you purchased something located at the 2 District sites. If the items are purchased at the auction site, you must follow their policies.
11. Q. Are respondents permitted to propose two pricing options within the same proposal, as long as the details of both options are clearly stated in line with 4.02 Tab 9 instructions?
 - A. Yes
12. Q. Regarding 2.0. h. Provide additional surplus transportation services. Is your agency open to considering a disposition model where sales of surplus assets are facilitated by a vendor representative onsite, to avoid the costs and risks associated with transportation and storage of surplus assets offsite. Is the option to transport, store, and sell surplus assets offsite a requirement?
 - A. It is not requirement. Please list all your capabilities and see Page 3, section 25 Award.
13. Q. Will the resulting contract(s) be made available for cooperative use? If so, please indicate if the cooperative use includes only political subdivisions within Osceola County or if it may include any political subdivisions in Florida.
 - A. Please see Page 3, section 35 Other Agencies.
14. Q. Does the School Board intend to answer all vendor questions in a single batch on July 30, 2024? Or, would the School Board kindly consider answering vendor questions in multiple batches, earlier in the timeline (perhaps even prior to the 7/23 pre-bid conference), so that vendors may have adequate time to complete their RFP responses prior to the submission deadline? We are concerned that we may not receive a response from the School Board until just a few days prior to the bid opening, especially accounting delivery of hard copy proposals.
 - A. All question will be answered in the Addendum released on July 30, 2024.
15. Q. If transportation of surplus is required, how many pick up locations there are and what are the addresses for each location?
 - A. Two (2) locations, both in Kissimmee - Warehouse (817 Bill Beck Blvd) and Transportation Department (401 Simpson Rd).
16. Q. The following questions reference the fee schedule and grading of it:
 - a. How will a buyer's premium be evaluated?
 - b. Will a buyer's premium have the same impact percentage point for percentage point as a commission?
 - c. How will the following rebates be evaluated:
 - i. Rebate for items sold for the district (I.E. 1% rebate for all items sold for the district, so if something sells for \$100 then the district receives \$1 back)?
 - ii. Rebate for proceeds of items sold by agencies that piggyback the contract (I.E. 1% of items sold by an agency piggybacking the contract, if an agency piggybacks the districts contract and 1% of what the vendor receives goes to the district then an item that sells for \$1000 at 10% buyer's premium then the vendor receives \$100, and the district gets 1% of that which is \$1)?
 - d. If a buyer's premium is allowable is the vendor required to list it?

- e. If a buyer's premium is to be listed must the vendor list the maximum amount they charge? I.E. a vendor charges 10% for live sales but 12% for online sales. Since the vendor offers both options to buy must they list the highest one?
 - f. Is there an explicit breakdown on how all fees are evaluated?
- A. Yes, please list all your fee's. Please list your capabilities, we are grading as a whole and what is in the best interest of the District.
17. Q. Do local (City and County adjacent vendors) get extra points in evaluation?
- A. No, we do not have a local preference.
18. Q. Is there a maximum range that the Auction facility can be for transporting items? We ask this so that District constituents and taxpayers are able to see items for sale easily.
- A. No maximum range. Please list your capabilities.
19. Q. How much dry and covered storage area out of the elements is the vendor required to have?
- A. There is no specific amount of space required. What is required is that the items that need to be stored in a dry space are. Please list your capabilities.
20. Q. What security measures is the vendor required to have at their facility to protect county surplus?
- A. There is no specific amount of security required, but you are responsible for keeping the District's items secure. Please list your capabilities.
21. Q. Will there be any miscellaneous included in the surplus offered in this bid?
- A. Yes
22. Q. What is the ratio of miscellaneous to vehicles in the bid? I.E. 10% of the items are vehicles and 90% are miscellaneous?
- A. 70% Miscellaneous, 30% Vehicles
23. Q. Must the vendor be required to transfer all titled items as per Florida DMV guidelines?
- A. Please refer to Question #4
24. Q. Must the Auction be open to the general public?
- A. The District would like as many people notified as possible. Please list your capabilities
25. Q. Must the Auction on the vendors property be open during the week to potential bidders to see items in person?
- A. The District would like people to be able to view items if necessary. Please list your capabilities
26. Q. Must the Auction be open to the public free of charge? Or can an entrance fee or deposit be charged to bid? And if so how much of an entrance fee/deposit can the vendor charge? (\$100, \$500, \$2000, etc...)
- A. Please list your capabilities.
27. Q. The following questions is regarding shill bidding (NYU defines it as "the deliberate placing bids on the seller's behalf to artificially drive up the price of his auctioned item"):
- g. Does the District give the vendor or affiliate of the vendor permission to raise the price on District items through shill bidding (I.E. bidding on the owner's behalf)?
 - h. Can the vendor state on the website that they can do shill bidding (I.E. bidding on the owner's behalf) with the District's permission?

A. No (g) No (h)

28. Q. Is the vendor allowed to drive District vehicles to their facility while still titled in the District's name? Must all vehicles be towed by a transporter meeting all insurance requirements?

A. The titles are transferred before the vehicles leave property. Yes, you must meet all insurance requirements.

29. Q. The way we understand it under the scope of services 2.0 on page 4 is that a vendor MUST comply with all of the subsection's a-h and a bid is deemed nonresponsive if they don't?

A. This is a RFP, which means the district is asking for what it wants in a-h, but we are asking for your capabilities, which a committee will score accordingly and will be awarded to the highest ranking firm(s).

30. Q. For further clarification on section 2.0 page 4, must the winning bidder allow the district access to their bidding and cataloging platform so the district may also be able to add items and pictures to the Auction platform on the Districts property?

A. Yes, the District would like access. Please list your capabilities.

31. Q. If the proposer does not meet the SBE/VBE guidelines (e.g., not providing evidence of Good Faith Effort), will the proposer be eliminated from eligibility for award, or will the proposer lose the 10 evaluation points?

A. You will not be eliminated from eligibility of Award. You will not receive the 10 weighted value for that tabbed section. The District has a relatively new program for SBE/VBE and participation is encouraged.

32. Q. If the proposer will self-perform the contract (no need for subcontractors to perform the services), how might the proposer still make Good Faith Efforts to comply with the SBE/VBE guidelines?

A. Your company would need to be SBE/VBE certified to receive the points, however it is not mandatory.

If you should have any questions regarding this addendum, please do not hesitate to contact Loni VanBenthuyssen, - Senior Buyer, the Purchasing Agent responsible for this project at Loni.vanbenthuyssen@OsceolaSchools.net or by phone at 407-870-4626.

Sincerely,

Cheryl M. Hood

Cheryl M. Hood, CPPB

Supervisor of Purchasing

Acknowledgment of Addendum #1 by Vendor:

This addendum shall be completed by the Vendor and returned with the submittal. If submittal has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum to RFP, RFP title and number.

This is to acknowledge receipt of this addendum, which will become part of the RFP document.

George Jason Gideon

NAME (TYPED OR PRINTED)



SIGNATURE

7/31/24

DATE

onlinesales@ggauctions.com

GENERIC EMAIL ADDRESS FOR FUTURE QUOTES

Sales Manager

TITLE

George Gideon Auctioneers Inc

VENDOR NAME

407-886-2211

PHONE NUMBER

Tab 11 – Additional Requirements Attachments

RFP # SDOC-25-P-007-LV

8/7/2024, 2024

PROPOSAL FORM

TO: School District of Osceola County, Florida
Director of Purchasing and Warehouse Services
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744-4492

The undersigned hereby declare that [firm name] George Gideon Auctioneers Inc.
have carefully examined the specifications to furnish:

Online Auction Services

For which proposals were advertised to be received no later than 2:00 p.m., local time, August 8, 2024
and further declare that will furnish the Online Auction Services according to specifications.

Prompt Payment Terms: see bid % 10 Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES X NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____ % NO X

The School District of Osceola County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Request for Proposals No. SDOC-24-P-007-LV and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

Company George Gideon Auctioneers Inc.

Per George Jason Gideon (Print name)

Signature 

Address 2753 N Hwy 441

City Zellwood State FL ZIP 32798

List local (Osceola County) office address if applicable and provide supporting documentation.
(Business Tax Receipt).

Telephone 407-886-2211 Fax 407-886-2248

E-Mail Address: onlinesales@ggauctions.com

Dunn & Bradstreet # 039195925 Fed. I.D. # 59-3404789

Division of Corporations Registration Number: P96000084454

RFP # SDOC-25-P-007-LV

Attachment "A"

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

RFP # SDOC-25-P-007-LV

Attachment "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

George Gideon Auctioneers Inc.

Organization Name

SDOC-25-P-007-LV Online Auction Services

RFP Name & Number

Jason Gideon, Sales Manager

Names and Titles of Authorized Representative(s)


Signature(s)8/2/24

Date

RFP # SDOC-25-P-007-LV

Attachment "C"
Conflict of Interest

I HEREBY CERTIFY that

1. I (printed name) George Jason Gideon am
the (title) Sales Manager and the duly authorized representative
of the firm of (Firm Name) George Gideon Auctioneers Inc.
whose address is 2753 N Hwy 441 Zellwood FL 32798, and that
I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of
interest, real or apparent, due to ownership, other clients, contracts, or interests associated
with this project; and,

3. The business nor any authorized representative or significant stakeholder of the
business has been determined by judicial or administrative board action to be in
noncompliance with or in violation of any provision/contract of the School Board of
Osceola County, nor has any outstanding past due debt to the School Board of Osceola
County, Florida; and

4. This Submittal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a response for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (List)

None

Signature:

Jason Gideon

Printed Name:

Jason Gideon

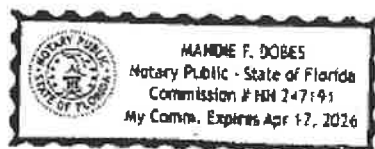
Firm Name:

George Gideon Auctioneers Inc

Date:

8/7/24COUNTY OF Lake STATE OF Florida

Sworn to and subscribed before me this 7 day of August, 2024, by
George Jason Gideon, who is personally known to me or who has
produced drivers license as identification.

Appeared in PersonMandie DobesNOTARY PUBLIC - STATE OF FloridaType or print name: Mandie DobesCommission No.: HH 247191Commission Expires April 17, 2026

(Seal)

RFP # SDOC-25-P-007-LV

Attachment "J"

Certification Statement

Prohibition Against Contracting with Scrutinized Companies

(INSERT INTO BIDDER'S CERTIFICATION FOR SOLICITATIONS \$1 MILLION +)

I hereby certify that neither bidder, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities In the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.



Signature
Sales Manager

Jason Gideon

Printed Name

Title

George Gideon Auctioneers Inc. 8/2/24

Company Name

Date

RFP # SDOC-25-P-007-LV

Attachment "K"

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: George Gideon Auctioneers Inc.

Vendor FEIN: 59-3404789

Vendor's Authorized Representative Name and Title: Jason Gideon, Sales Manager

Address: 2753 N Hwy 441

City: Zellwood State: FL Zip: 32798

Phone Number: 407-886-2211

Email Address: onlinesales@ggauctions.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Osceola County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: Jason Gideon

Authorized Signature

Print Name and Title: Jason Gideon, Sales ManagerDate: 8/2/24



Mayor
Rusly Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

District 4
George Oliver III

City Manager
Craig Shadrix

Chief of Police
Vincent L. Ogburn, Sr.

TO: Craig Shadrix, City Manager

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

DATE: January 21, 2025

SUBJECT: Surplus Property

This memorandum is to inform you that the Ocoee Police Department is transferring to the City of Ocoee all of the Personal Property, found, abandoned, and unclaimed evidence listed on Schedule #1 attached hereto and made a part of hereof (the property). Our Department is hereby in compliance with F.S.S 705 by virtue of attempted to locate and notify the known owners of said property.

For the remainder of the property, the Department has determined that all the said property is valued at \$100 or less and notice has been given by posting a description of the property at our Department where the property is being held. The notice was posted for a period of not less than two consecutive weeks beginning November 1, 2024.

Ocoee Police Department

By: Vincent L. Ogburn, Sr.

Name: Vincent L. Ogburn, Sr.

Title: Chief of Police

Accepted:
City of Ocoee, Florida

By: Craig Shadrix

Name: Craig Shadrix

Title: City Manager

Date: 27 Jan 2025

Public Notice

UNCLAIMED PROPERTY

The City of Ocoee Police Department has in its physical possession the unclaimed personal property described herein: various bicycles, personal items, tools, clothing, cash, credit/debit/ gift cards, jewelry, electronics, back packs, and other miscellaneous items. If you have any ownership interest in any of this unclaimed property, you must file a claim with the City of Ocoee Police Department within 30 days from the date of publication of this notice, or you will lose your interest in that property. Sufficient description of the property must be presented to establish reasonable certainty the person claiming the property is the owner.

To file a claim, please contact:

Nicole Steen
(407) 554-7220
City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL 34761

12/1/2024

Public Notice

UNCLAIMED PROPERTY

The City of Ocoee Police Department has in its physical possession the unclaimed personal property described herein: various bicycles, personal items, tools, clothing, cash, credit/debit/ gift cards, jewelry, electronics, back packs, and other miscellaneous items. If you have any ownership interest in any of this unclaimed property, you must file a claim with the City of Ocoee Police Department within 30 days from the date of publication of this notice, or you will lose your interest in that property. Sufficient description of the property must be presented to establish reasonable certainty the person claiming the property is the owner.

To file a claim, please contact:

Nicole Steen
(407) 554-7220
City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL 34761

1/1/2025



FIRST RESPONSE
School of Nursing



FIRST RESPONSE
School of Emergency Medicine



FIRST RESPONSE
Fire Academy

Chief Charles VanCamp
Ocoee Fire Department

On behalf of First Response Training Group, I sincerely thank the Ocoee Fire Department and the City of Ocoee for their generous donation of training supplies and equipment listed below. These resources will be used exclusively for training, benefiting countless future firefighters.

Your support plays a vital role in addressing the firefighter shortage in our state, ensuring that the next generation of first responders receives the highest quality training. We genuinely appreciate this partnership and look forward to future collaborations.

If you have any questions or concerns, please don't hesitate to reach out.

Jason J. Marquez


FIRST RESPONSE TRAINING GROUP

President/CEO
First Response Training Group

Donated Equipment

Angus	(13) 5" Hose
Key Hose	(17) 1 3/4 Hose
Super Vac	(2) PPV Fan 716 E2
Super Vac	(1) PPV Fan 716 EVS
Ziamatic Corp	(1) Air Pack Mount
Milwaukee	(6) Reciprocating Saws



Meeting Date: March 4, 2025
Item #: 9

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

**Subject: Approval to Replace Fuel Dispensers City-Wide and Surplus of Old Equipment.
(Assistant Public Works Director Gajadhar)**

Background Summary: The approved Fleet Maintenance Division capital budget includes the replacement of fuel dispensers at the four (4) fueling locations throughout the City. The current dispensers are the originally installed units which have come to the end of their service life, with frequent costly repairs due to low parts availability. Because of the specialized nature of this type of service, there are only a few available contractors providing the required service. Pricing was solicited from Don Wood, Inc., who frequently performs fuel system maintenance for the City, and JF Petroleum Group, who is Seminole County's contractor for fuel system maintenance. Public Works reviewed both proposals and found Don Wood, Inc. to have the most reasonable pricing at a total cost of \$79,684.32 for replacing all the original dispenser units. The City's fueling dispenser locations and replacement costs (per Don Wood, Inc.'s proposal) are as follows:

- Public Works: 301 Maguire Rd. - 4 dispensers - \$34,105.32
- Fire Station 25: 563 S. Bluford Ave. - 1 dispenser - \$9,643.80
- Fire Station 26: 1500 N. Clarke Rd. - 2 dispensers - \$17,967.60
- Fire Station 39: 2515 Maguire Rd. - 2 dispensers - \$17,967.60

Public Works recommends issuing a purchase order to Don Wood Inc. for the amount of \$79,684.32, as they will be primarily utilized for maintaining the fuel systems. Public Works would also like approval to surplus the old dispensers, which will be disposed of by Don Wood Inc.

Additionally, the City Commission approved the purchase of a heavy-duty vehicle lift at the December 3, 2024, City Commission meeting. This capital equipment item was budgeted through the Public Works Fleet Maintenance Capital Program, replacing an old lift which failed after passing the end of its service life. Public Works would like approval to surplus and dispose of this equipment since it has now been replaced.

Issue:

Should the Honorable Mayor and City Commissioners approve issuing a purchase order to Don Wood Inc. for the fuel dispenser replacements that are incorporated into the current budgeted capital program, and approve the surplus and disposal of the old fuel dispensers and heavy-duty lift?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve issuing a purchase order to Don Wood Inc. to replace the original fuel dispensers at the four (4) City fueling locations, authorizing the City

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

Manager and staff to approve additional work up to the limit of his purchasing authority for each change order, up to the allowable budget for unforeseen conditions, and approve the surplus and disposal of the old fuel dispensers and heavy-duty lift.

Staff also recommends approval to transfer \$35,684.32 of the remaining funds from the Fleet Maintenance Capital Equipment line 317-541-40-6400 (\$84,359.29 from Fleet Heavy Equipment Lift Replacement) to cover the additional \$35,684.32 in costs for replacing the fuel dispensers.

Attachments:

1. Don Wood Proposal
2. JF Proposal

Financial Impacts:

The cost of the work is adequately funded in the Fleet Maintenance Division's Capital Program for Public Works, with the inclusion of the following request: transfer \$35,684.32 of the remaining funds from the Fleet Maintenance Capital Equipment line 317-541-40-6400 (\$84,359.29 from Fleet Heavy Equipment Lift Replacement) to cover the additional \$35,684.32 in costs for replacing the fuel dispensers.

Type of Item: Consent



DON WOOD Inc.
Petroleum Equipment
Sales | Service | Installation

6501 Old Winter Garden Road
Orlando, FL 32835
(407) 293-0891
erosario@donwoodinc.com



Estimate

ESTIMATE#

1483

DATE

02/06/2025

PO#

CUSTOMER

City of Ocoee
301 Maguire Road Ext
Ocoee FL 34761
(407) 554-7312

SERVICE LOCATION

301 Maguire Road Ext
Ocoee FL 34761
(407) 554-7312

DESCRIPTION

301 Maguire Rd - Public Works
Remove old dispensers, prep area for new dispensers, install new 9800 series dispensers (Unleaded and Diesel) with sumps, and test

Estimate

Description	Qty	Rate	Total
AX-9153T2-0D 9853GXTW2 F - Twin - 2-Product (Unleaded) Includes: Light (per hose), Internal Filter, Standard 10 Micron (per hose), Totalizer, Elec. Mech. Accum (Gal) (per hose), Pulse Output, Dual Channel Dual Pulse	1.00	9,779.20	9,779.20
Z-HHC-HAG809 Catlow, 3/4" x 15' Black MagBrk	2.00	416.53	833.06
G032659 Hose Clamp Kit: 3/4" HW or SW Hose (1-1/32" OD) (Catlow Assembly Compatible)	2.00	212.16	424.32
M14476K001 Support Post - Atlas (One Per Hose)	2.00	173.89	347.78
AX-9153T2-0D 9853GXTW2 F - Twin - 2-Product (Diesel) Includes: Light (per hose), Internal Filter, Standard 30 Micron (per hose), Totalizer, Elec. Mech. Accum (Gal) (per hose), Pulse Output, Dual Channel Dual Pulse	1.00	9,779.20	9,779.20
Z-HHC-HAH816 Catlow, 1" x 15' Green MagBrk	2.00	630.65	1,261.30
G032669 Hose Clamp Kit: 1" HW Hose (1-3/8" OD) (Catlow Assembly Compatible)	2.00	212.16	424.32
M14476K001 Support Post - Atlas (One Per Hose)	2.00	183.60	367.20
434X 17002 AK 34 Inch x 21 Inch x 16.13 Inch Model 434 12 Gauge Black Powder-Coated Steel Dispenser Pedestal With 27-1/2 Inch x 15 Inch Opening For Dual Product Gasboy AtlasX	2.00	2,129.47	4,258.94
MISC Fuel piping, fittings, entry boots, misc materials	1.00	500.00	500.00
FREIGHT Shipping and handling for dispensers	2.00	321.00	642.00
Trip Charge Truck & Mileage	1.00	28.00	28.00
SLR Service Labor --includes sump installation. Based on two technicians.	60.00	91.00	5,460.00

CUSTOMER MESSAGE

Estimate Total:

\$34,105.32

This estimate is not guaranteed. The price named in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after all of the project elements have been negotiated and finalized. Any applicable taxes will be added to the final bill. The client will be informed of any changes in cost in advance.

This estimate is valid for 30 days.



DON WOOD Inc.
Petroleum Equipment
Sales | Service | Installation



6501 Old Winter Garden Road
Orlando, FL 32835
(407) 293-0891
erosario@donwoodinc.com

Estimate

ESTIMATE#

1484

DATE

02/06/2025

PO#

CUSTOMER

City of Ocoee
301 Maguire Road Ext
Ocoee FL 34761
(407) 554-7312

SERVICE LOCATION

City of Ocoee F.S.#25
563 S Bluford Ave
Ocoee FL 34711
(407) 554-7312

DESCRIPTION

563 S Bluford Ave - Station 25

Remove old dispenser, prep area for new dispenser, install new 9823K F Single Astra Remote Dispenser (Diesel) & mount, and test

Customer will resuse the hose, nozzle, swivel, and breakaway.

Estimate

Description	Qty	Rate	Total
A9-823S10-0P 9823K F Single Astra	1.00	6,919.20	6,919.20
Z-AT0-AMKST0 9820: Mount Kit, Side Tank (left or right)	1.00	90.40	90.40
Z-AT0-APULID PULSE OUTPUT INTERFACE, DUAL CHANNEL DUAL PULSE	1.00	479.20	479.20
MISC Fuel piping, materials fixtures, and misc.	1.00	350.00	350.00
FREIGHT Shipping and handling	1.00	321.00	321.00
Trip Charge Truck & Mileage	1.00	28.00	28.00
SLR Service Labor. Based on two techs.	16.00	91.00	1,456.00

CUSTOMER MESSAGE

This estimate is not guaranteed. The price named in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after all of the project elements have been negotiated and finalized. Any applicable taxes will be added to the final bill. The client will be informed of any changes in cost in advance.

This estimate is valid for 30 days.

Estimate Total:

\$9,643.80



DON WOOD Inc.
Petroleum Equipment
Sales | Service | Installation



6501 Old Winter Garden Road
Orlando, FL 32835
(407) 293-0891
erosario@donwoodinc.com

Estimate

ESTIMATE#

1485

DATE

02/06/2025

PO#

CUSTOMER

City of Ocoee
301 Maguire Road Ext
Ocoee FL 34761
(407) 554-7312

SERVICE LOCATION

City of Ocoee/Fire Station #26
1500 N. Clark Road
Ocoee FL 34761
(407) 554-7312

DESCRIPTION

1500 N. Clark Road - Station 26

Remove old dispensers, prep area for new dispenser, install new 9823K F Single Astra Remote Dispensers (Diesel & Unleaded) & mount, and test

Customer will resuse the hose, nozzle, swivel, and breakaway.

Estimate

Description	Qty	Rate	Total
A9-823S10-0P 9823K F Single Astra	2.00	6,919.20	13,838.40
Z-AT0-AMKST0 9820: Mount Kit, Side Tank (left or right)	2.00	90.40	180.80
Z-AT0-APULID PULSE OUTPUT INTERFACE, DUAL CHANNEL DUAL PULSE	2.00	479.20	958.40
MISC Fuel piping, materials fixtures, and misc.	1.00	500.00	500.00
FREIGHT Shipping and handling	2.00	321.00	642.00
Trip Charge Truck & Mileage	1.00	28.00	28.00
SLR Service Labor. Based on two techs.	20.00	91.00	1,820.00

CUSTOMER MESSAGE

This estimate is not guaranteed. The price named in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after all of the project elements have been negotiated and finalized. Any applicable taxes will be added to the final bill. The client will be informed of any changes in cost in advance.

This estimate is valid for 30 days.

Estimate Total:

\$17,967.60



DON WOOD Inc.
Petroleum Equipment
Sales | Service | Installation



6501 Old Winter Garden Road
Orlando, FL 32835
(407) 293-0891
erosario@donwoodinc.com

Estimate

ESTIMATE#

1486

DATE

02/06/2025

PO#

CUSTOMER

City of Ocoee
301 Maguire Road Ext
Ocoee FL 34761
(407) 554-7312

SERVICE LOCATION

City of Ocoee FS 39
2515 S Maguire Rd
Ocoee Florida 34761-4813
(407) 554-7312

DESCRIPTION

2515 S Maguire Rd - Station 39

Remove old dispensers, prep area for new dispenser, install new 9823K F Single Astra Remote Dispensers (Diesel & Unleaded) & mount, and test

Customer will resuse the hose, nozzle, swivel, and breakaway.

Estimate

Description

Qty

Rate

Total

A9-823S10-0P
9823K F Single Astra

2.00

6,919.20

13,838.40

Z-AT0-AMKST0
9820: Mount Kit, Side Tank (left or right)

2.00

90.40

180.80

Z-AT0-APULID
PULSE OUTPUT INTERFACE, DUAL CHANNEL DUAL PULSE

2.00

479.20

958.40

MISC
Fuel piping, materials fixtures, and misc.

1.00

500.00

500.00

FREIGHT
Shipping and handling

2.00

321.00

642.00

Trip Charge
Truck & Mileage

1.00

28.00

28.00

SLR
Service Labor. Based on two techs.

20.00

91.00

1,820.00

CUSTOMER MESSAGE

This estimate is not guaranteed. The price named in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after all of the project elements have been negotiated and finalized. Any applicable taxes will be added to the final bill. The client will be informed of any changes in cost in advance.

This estimate is valid for 30 days.

Estimate Total:

\$17,967.60

100 Perimeter Park Dr, STE H, Morrisville, NC 27560
Phone: 919-838-7555

No. QUO-0298864

Sales Person : Dale Hobgood
Phone No.: 813-528-2580
E-Mail: dhobgood@jfpetrogroup.com

Date: 1/13/2025

Sold to: City of Ocoee
150 N Lakeshore Dr
Ocoee, FL 34761

Ship to: Public Works
301 Maguire Rd
Ocoee, FL 34761

Dispenser Terms: Net 10 Days _____(Initial Here)

Other Terms: Net 30 Days

PO:

Ship by:

Comments

All Pricing is based on Sourcewell Contract # 092920-JFA and City of Ocoee Sourcewell Member #2362

Taxes will be removed after receipt of Counties tax exemption cert.

No.	Description	Qty.	Unit Price	Amount
ISLAND EQUIPMENT				
CUSTOM COMMERCIAL EQ	Gasboy Dispenser 9153GXTW1 F - Twin - 1-Product	2		
CUSTOM COMMERCIAL EQ	Gasboy Backlight display	4		
Z-AT0-HPCX00	10:1 PULSER GAL FOR X DISP	4		
434X-17002 AK	DISP PEDESTAL GASBOY G SERIES W/2 STAB BAR	2		
434CB-0150 1B	CONNECTION BOOT, 1.5 IN	2		
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	4		
434CBB0001 1B	BONDER, CONNECTION BOND	2		
434CBBA001 1A	BOND APPLICATOR, CONNECTION BOOT	2		
28R-2404	ADAPTER, BUSHING, 1IN TO .75IN	2		
FC15-SWM12	FLEX CONNECTOR, 1.5IN X 12IN, M SWIVEL, M	2		
100-707	BALL VALVE, 1-1/2IN BRASS PCS FULL PORT	2		
INSTALLATION				
INSTALL LABOR	INSTALLATION	1		
SERVICE TRAINING & STARTUP				
SERVICE TECH	SERVICE TECHNICIAN FOR STARTUP	10		

EQUIPMENT:	25,615.72
SALES TAX:	2,357.03
INSTALLATION:	10,243.50

Customer Initials _____ JF Petroleum Group Initials _____

25% Deposit Required: \$9,784.84

SERVICE: 923.10
TOTAL AMOUNT: 39,139.35

This proposal has applicable tax included.

SCOPE OF WORK

SCOPE OF WORK

Remove 2 existing Gasboy disoensers and install two twin product Gasboy disensers.

One Gas and one diesel. Dispensers will be installed

on new aboveground Morrison dispenser pedestals. Dispenser pedestals to mounted

on existing concrete and sumps. Quote does not include any sump repairs or replacment. Quote is based on utilizing existing electrcial and does

not include any concrete.

Quote is based on utilizing existing hanging hardware. Tank is confirmed to be a Fire rated tank by the City of Ocoee.

Startup and calibration to be preformed by JF Petroleum Group

Furnish and Install Control wiring only (Conduit by Others)

System Only (Power wiring to be by others)

Prep and Paint all exterior, exposed black iron piping the color white

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and are subject to sales tax or use tax.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Existing conduit is to be clear, usable and meeting the current electrical codes. Any repairs or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an additional cost to the customer.

Existing circuit panel is to be adequately sized, and meeting the current electrical codes. Any repairs to or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an added cost to the customer.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials"

Customer Initials _____ JF Petroleum Group Initials _____

basis at our
normal rates and will be an additional charge to the customer.

Existing fuel management system (including dispenser system) conduit and wiring
must conform
to the current manufacturer's requirements. Any repairs to or replacement of
the existing wiring will be
pweformed on a "time and materials" basis at our normal rates and will be an
added cost to the customer

Others to furnished an adequately sized electrical panel.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Cutting and/or Patching
Local Permits
Piping inside building
Concrete work.
Asphalt work.
Fuel for the new system.
Bollards or physical protection
Engineered stamped drawings for permits
Additional work not stated above
Changes required due to inspecting/permitting/code authorities
Applicable Taxes

TERMS & CONDITIONS

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JFPETROLEUM GROUP. For purposes hereof, the terms "we", "us" and "JF PETROLEUM GROUP" shall mean JF Acquisition, LLC.
2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.
3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF PETROLEUM GROUP EXTEND BEYOND

Customer Initials _____ JF Petroleum Group Initials _____

THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF PETROLEUM GROUP'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF PETROLEUM GROUP WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF PETROLEUM GROUP a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF PETROLEUM GROUP has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF PETROLEUM GROUP prior to delivery of equipment and merchandise. Customer agrees that, if required by JF PETROLEUM GROUP to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF PETROLEUM GROUP the right to cancel at its option, the agreement without further obligation to Customer.
5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF PETROLEUM GROUP shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF PETROLEUM GROUP. Any claim made for such loss or damage shall be made by Customer against the carrier.
6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF PETROLEUM GROUP shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF PETROLEUM GROUP. To the extent there is such delay or suspension resulting in increased cost or expense to us, JF PETROLEUM GROUP shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.
7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF PETROLEUM GROUP will be entitled to an adjustment in compensation for any changes that is performed on a cost-reimbursable or time and materials basis.
8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.
9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).
10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.
11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.
12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.
13. For any dispensers that require temporary storage by JF PETROLEUM GROUP because they are not being installed by JF PETROLEUM GROUP, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be required. JF PETROLEUM GROUP will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF PETROLEUM GROUP will arrange

Customer Initials _____ JF Petroleum Group Initials _____

delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF PETROLEUM GROUP Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF PETROLEUM GROUP without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices are higher at time of delivery, such increase shall be added to the contract price and/or invoiced amount associated with this proposal. JF PETROLEUM GROUP shall itemize such increases upon receipt of a signed order. If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF PETROLEUM GROUP reserves the right to approve the credit of all Customers. To Customers with approved credit, JF PETROLEUM GROUP offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF PETROLEUM GROUP shall notify Customer of that fact within 21 days after receipt of a signed Order. In such event, JF PETROLEUM GROUP reserves the right to require, at its option, a substantial deposit, or such other payment arrangements as shall be acceptable to JF PETROLEUM GROUP. Customer's failure to comply with such payment arrangements shall give JF PETROLEUM GROUP the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. _____.

Bill & Hold is a service offering JF PETROLEUM GROUP will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF PETROLEUM GROUP will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF PETROLEUM GROUP will have no entitlement to the products in Bill & Hold.

ACCEPTANCE

This proposal, when accepted by the purchaser, and final approval of Seller's Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

Customer Initials _____ JF Petroleum Group Initials _____

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name _____

Signature _____ Date _____

Print Name _____

Print Title _____

JF Petroleum Group Acceptance

Signature of Officer _____

Title: _____

Date: _____

Customer Initials _____ JF Petroleum Group Initials _____

100 Perimeter Park Dr, STE H, Morrisville, NC 27560
Phone: 919-838-7555

No. QUO-0298779

Sales Person : Dale Hobgood
Phone No.: 813-528-2580
E-Mail: dhobgood@jfpetrogroup.com

Date: 1/13/2025

Sold to: City of Ocoee
150 N Lakeshore Dr
Ocoee, FL 34761

Ship to: Fire Station 25
563 South Bluford Ave.
Ocoee, FL 34761

Dispenser Terms: Net 10 Days _____(Initial Here)

Other Terms: Net 30 Days

PO:

Ship by:

Comments

All Pricing is based on Sourcewell Contract # 092920-JFA and City of Ocoee Sourcewell Member #2362

Taxes will be removed after receipt of Counties tax exemption cert

No.	Description	Qty.	Unit Price	Amount
ISLAND EQUIPMENT				
CUSTOM COMMERCIAL EQ	Gasboy Suction Pump 9153 GF Single Suction Pump	1		
CUSTOM COMMERCIAL EQ	Gasboy Backlight display	1		
Z-AT0-HPCX00	10:1 PULSER GAL FOR X DISP	1		
434X-17001 AK	DISP PEDESTAL FOR GASBOY G SERIES W/1 STAB BAR	1		
335A-0100 AV	VALVE, DBL POPPET FOOT, 1.5IN	1		
710-0150 1V	VALVE, SOLENOID, 1.5IN, WITH VITON & 120/60 VOLT C	1		
078DI-0200 AV	VALVE, PRESSURE RELIEF, .5IN, 40 PSI, DI	1		
G048577PG8	MODEL 52A PRESSURE REGULATOR VALVE	1		
434CB-0150 1B	CONNECTION BOOT, 1.5 IN	1		
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	2		
434CBB0001 1B	BONDER, CONNECTION BOND	1		
434CBB0001 1A	BOND APPLICATOR, CONNECTION BOOT	1		
28R-2404	ADAPTER, BUSHING, 1IN TO .75IN	1		
PID-220	DECAL, DIESEL, 3IN X 12IN	1		
FC15-SWM12	FLEX CONNECTOR, 1.5IN X 12IN, M SWIVEL, M	1		
100-707	BALL VALVE, 1-1/2IN BRASS PCS FULL PORT	1		
INSTALLATION				
INSTALL LABOR	INSTALLATION	1		

Customer Initials _____ JF Petroleum Group Initials _____

SERVICE TRAINING & STARTUP

SERVICE TECH

SERVICE TECHNICIAN FOR STARTUP

8

EQUIPMENT: 12,965.00**SALES TAX: 1,413.94****INSTALLATION: 8,151.82****SERVICE: 738.48****25% Deposit Required: \$5,817.31****TOTAL AMOUNT: 23,269.24****This proposal has applicable tax included.****SCOPE OF WORK**

SCOPE OF WORK

Remove existing Fillrite Pump and install one single product Gasboy suction pump, foot valve, solenoid valve and anti-syphon valve. Pump will be installed on a new aboveground Morrison dispenser pedestal. Dispenser pedestal to mounted on existing concrete. Quote is based on utilizing existing electrical and does not include any concrete.

Quote is based on utilizing existing hanging hardware. Tank is confirmed to be a Fire rated tank by the City of Ocoee. Startup and calibration to be performed by JF Petroleum Group

Furnish and Install Control wiring only (Conduit by Others)

System Only (Power wiring to be by others)

Prep and Paint all exterior, exposed black iron piping the color white

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and are subject to sales tax or use tax.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Existing conduit is to be clear, usable and meeting the current electrical codes. Any repairs or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an additional cost to the customer.

Existing circuit panel is to be adequately sized, and meeting the current electrical codes. Any repairs to or replacement of the existing conduit will be performed on a "time and material" basis at our

Customer Initials _____ JF Petroleum Group Initials _____

normal rates and will be an added cost to the customer.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an additional charge to the customer.

Existing fuel management system (including dispenser system) conduit and wiring must conform to the current manufacturer's requirements. Any repairs to or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an added cost to the customer

Others to furnish an adequately sized electrical panel.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

- Cutting and/or Patching
- Local Permits
- Piping inside building
- Concrete work.
- Asphalt work.
- Fuel for the new system.
- Bollards or physical protection
- Engineered stamped drawings for permits
- Additional work not stated above
- Changes required due to inspecting/permitting/code authorities
- Applicable Taxes

TERMS & CONDITIONS

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JFPETROLEUM GROUP. For purposes hereof, the terms "we", "us" and "JF PETROLEUM GROUP" shall mean JF Acquisition, LLC.
2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing,

Customer Initials _____ JF Petroleum Group Initials _____

in conformance with the Returns Goods Policy and subject to applicable restocking fees.

3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF PETROLEUM GROUP EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF PETROLEUM GROUP'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF PETROLEUM GROUP WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF PETROLEUM GROUP a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF PETROLEUM GROUP has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF PETROLEUM GROUP prior to delivery of equipment and merchandise. Customer agrees that, if required by JF PETROLEUM GROUP to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF PETROLEUM GROUP the right to cancel at its option, the agreement without further obligation to Customer.

5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF PETROLEUM GROUP shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF PETROLEUM GROUP. Any claim made for such loss or damage shall be made by Customer against the carrier.

6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF PETROLEUM GROUP shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF PETROLEUM GROUP. To the extent there is such delay or suspension resulting in increased cost or expense to us, JF PETROLEUM GROUP shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF PETROLEUM GROUP will be entitled to an adjustment in compensation for any changes that is performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

Customer Initials _____ JF Petroleum Group Initials _____

13. For any dispensers that require temporary storage by JF PETROLEUM GROUP because they are not being installed by JF PETROLEUM GROUP, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be required. JF PETROLEUM GROUP will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF PETROLEUM GROUP will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF PETROLEUM GROUP Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF PETROLEUM GROUP without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices are higher at time of delivery, such increase shall be added to the contract price and/or invoiced amount associated with this proposal. JF PETROLEUM GROUP shall itemize such increases upon receipt of a signed order. If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF PETROLEUM GROUP reserves the right to approve the credit of all Customers. To Customers with approved credit, JF PETROLEUM GROUP offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF PETROLEUM GROUP shall notify Customer of that fact within 21 days after receipt of a signed Order. In such event, JF PETROLEUM GROUP reserves the right to require, at its option, a substantial deposit, or such other payment arrangements as shall be acceptable to JF PETROLEUM GROUP. Customer's failure to comply with such payment arrangements shall give JF PETROLEUM GROUP the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. _____.

Bill & Hold is a service offering JF PETROLEUM GROUP will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF PETROLEUM GROUP will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF PETROLEUM GROUP will have no entitlement to the products in Bill & Hold.

Customer Initials _____ JF Petroleum Group Initials _____

ACCEPTANCE

This proposal, when accepted by the purchaser, and final approval of Seller's Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name _____

Signature _____ Date _____

Print Name _____

Print Title _____

JF Petroleum Group Acceptance

Signature of Officer _____

Title: _____

Date: _____

Customer Initials _____ JF Petroleum Group Initials _____

100 Perimeter Park Dr, STE H, Morrisville, NC 27560
Phone: 919-838-7555

No. QUO-0298839

Sales Person : Dale Hobgood
Phone No.: 813-528-2580
E-Mail: dhobgood@jfpetrogroup.com

Date: 1/13/2025

Sold to: City of Ocoee
150 N Lakeshore Dr
Ocoee, FL 34761

Ship to: Fire Station 26
1500 N. Clark Rd
Ocoee, FL 34761

Dispenser Terms: Net 10 Days _____(Initial Here)

Other Terms: Net 30 Days

PO:

Ship by:

Comments

All Pricing is based on Sourcewell Contract # 092920-JFA and City of Ocoee Sourcewell Member #2362

Taxes will be removed after receipt of Counties tax exempt cert.

No.	Description	Qty.	Unit Price	Amount
ISLAND EQUIPMENT				
CUSTOM COMMERCIAL EQ	Gasboy Suction Pump 9153 GF Single Suction Pump	2		
CUSTOM COMMERCIAL EQ	Gasboy Backlight display	2		
Z-AT0-HPCX00	10:1 PULSER GAL FOR X DISP	2		
434X-17001 AK	DISP PEDESTAL FOR GASBOY G SERIES W/1 STAB BAR	2		
335A-0100 AV	VALVE, DBL POPPET FOOT, 1.5IN	2		
710-0150 1V	VALVE, SOLENOID, 1.5IN, WITH VITON & 120/60 VOLT C	2		
078DI-0200 AV	VALVE, PRESSURE RELIEF, .5IN, 40 PSI, DI	2		
G048577PG8	MODEL 52A PRESSURE REGULATOR VALVE	2		
434CB-0150 1B	CONNECTION BOOT, 1.5 IN	2		
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	4		
434CBB0001 1B	BONDER, CONNECTION BOND	2		
434CBBA001 1A	BOND APPLICATOR, CONNECTION BOOT	2		
28R-2404	ADAPTER, BUSHING, 1IN TO .75IN	2		
PID-220	DECAL, DIESEL, 3IN X 12IN	1		
FC15-SWM12	FLEX CONNECTOR, 1.5IN X 12IN, M SWIVEL, M	2		
100-707	BALL VALVE, 1-1/2IN BRASS PCS FULL PORT	2		
REPAIR PARTS				
PID-239	DECAL, UNLEADED, 3X 12, WHITE	1		

Customer Initials _____ JF Petroleum Group Initials _____

INSTALLATION

INSTALL LABOR	INSTALLATION	1
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SERVICE TRAINING & STARTUP

SERVICE TECH	SERVICE TECHNICIAN FOR STARTUP	10
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EQUIPMENT:	26,050.68
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SALES TAX:	2,547.83
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INSTALLATION:	12,436.82
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SERVICE:	923.10
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50% Deposit Required: \$20,979.22

TOTAL AMOUNT:	41,958.43
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This proposal has applicable tax included.

SCOPE OF WORK

SCOPE OF WORK

Remove existing Fillrite Pump and install two single product Gasboy suction pumps, foot valves, solenoid valves and anti-syphon valves. Pumps will be installed on a new aboveground Morrison dispenser pedestals. Dispenser pedestals to mounted on existing concrete. Quote is based on utilizing existing electrical and does not include any concrete.

Quote is based on utilizing existing hanging hardware. Tank is confirmed to be a Fire rated tank by the City of Ocoee. Startup and calibration to be preformed by JF Petroleum Group

Furnish and Install Control wiring only (Conduit by Others)

System Only (Power wiring to be by others)

Prep and Paint all exterior, exposed black iron piping the color white

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and are subject to sales tax or use tax.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Existing conduit is to be clear, usable and meeting the current electrical codes. Any repairs or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an additional cost to the customer.

Existing circuit panel is to be adequately sized, and meeting the current electrical codes. Any repairs

Customer Initials _____ JF Petroleum Group Initials _____

to or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an added cost to the customer.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an additional charge to the customer.

Existing fuel management system (including dispenser system) conduit and wiring must conform to the current manufacturer's requirements. Any repairs to or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an added cost to the customer

Others to furnished an adequately sized electrical panel.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Cutting and/or Patching
Local Permits
Piping inside building
Concrete work.
Asphalt work.
Fuel for the new system.
Bollards or physical protection
Engineered stamped drawings for permits
Additional work not stated above
Changes required due to inspecting/permitting/code authorities
Applicable Taxes

TERMS & CONDITIONS

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JFPETROLEUM GROUP. For purposes hereof, the terms "we", "us" and "JF PETROLEUM GROUP" shall mean

Customer Initials _____ JF Petroleum Group Initials _____

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.
3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF PETROLEUM GROUP EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF PETROLEUM GROUP'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF PETROLEUM GROUP WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.
4. By acceptance of proposal, Customer grants to JF PETROLEUM GROUP a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF PETROLEUM GROUP has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF PETROLEUM GROUP prior to delivery of equipment and merchandise. Customer agrees that, if required by JF PETROLEUM GROUP to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF PETROLEUM GROUP the right to cancel at its option, the agreement without further obligation to Customer.
5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF PETROLEUM GROUP shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF PETROLEUM GROUP. Any claim made for such loss or damage shall be made by Customer against the carrier.
6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF PETROLEUM GROUP shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF PETROLEUM GROUP. To the extent there is such delay or suspension resulting in increased cost or expense to us, JF PETROLEUM GROUP shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.
7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF PETROLEUM GROUP will be entitled to an adjustment in compensation for any changes that is performed on a cost-reimbursable or time and materials basis.
8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.
9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).
10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.
11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.
12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or

Customer Initials _____ JF Petroleum Group Initials _____

specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF PETROLEUM GROUP because they are not being installed by JF PETROLEUM GROUP, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be required. JF PETROLEUM GROUP will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF PETROLEUM GROUP will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF PETROLEUM GROUP Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF PETROLEUM GROUP without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices are higher at time of delivery, such increase shall be added to the contract price and/or invoiced amount associated with this proposal. JF PETROLEUM GROUP shall itemize such increases upon receipt of a signed order. If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF PETROLEUM GROUP reserves the right to approve the credit of all Customers. To Customers with approved credit, JF PETROLEUM GROUP offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF PETROLEUM GROUP shall notify Customer of that fact within 21 days after receipt of a signed Order. In such event, JF PETROLEUM GROUP reserves the right to require, at its option, a substantial deposit, or such other payment arrangements as shall be acceptable to JF PETROLEUM GROUP. Customer's failure to comply with such payment arrangements shall give JF PETROLEUM GROUP the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. _____.

Bill & Hold is a service offering JF PETROLEUM GROUP will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF PETROLEUM GROUP will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked

Customer Initials _____ JF Petroleum Group Initials _____

connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF PETROLEUM GROUP will have no entitlement to the products in Bill & Hold.

ACCEPTANCE

This proposal, when accepted by the purchaser, and final approval of Seller's Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name _____

Signature _____ Date _____

Print Name _____

Print Title _____

JF Petroleum Group Acceptance

Signature of Officer _____

Title: _____

Date: _____

Customer Initials _____ JF Petroleum Group Initials _____

100 Perimeter Park Dr, STE H, Morrisville, NC 27560
 Phone: 919-838-7555

No. QUO-0298847

Sales Person : Dale Hobgood
 Phone No.: 813-528-2580
 E-Mail: dhobgood@jfpetrogroup.com

Date: 1/13/2025

Sold to: City of Ocoee
 150 N Lakeshore Dr
 Ocoee, FL 34761

Ship to: Fire Station 39
 2515 S. Maguire Rd
 Ocoee, FL 34761

Dispenser Terms: Net 10 Days _____ (Initial Here)

Other Terms: Net 30 Days

PO:

Ship by:

Comments

All Pricing is based on Sourcewell Contract # 092920-JFA and City of Ocoee Sourcewell Member #2362

Taxes will be removed after receipt of Counties tax exemption cert.

No.	Description	Qty.	Unit Price	Amount
ISLAND EQUIPMENT				
CUSTOM COMMERCIAL EQ	Gasboy Suction Pump 9153 GF Single Suction Pump	2		
CUSTOM COMMERCIAL EQ	Gasboy Backlight display	2		
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335A-0100 AV	VALVE, DBL POPPET FOOT, 1.5IN	2		
710-0150 1V	VALVE, SOLENOID, 1.5IN, WITH VITON & 120/60 VOLT C	2		
078DI-0200 AV	VALVE, PRESSURE RELIEF, .5IN, 40 PSI, DI	2		
G048577PG8	MODEL 52A PRESSURE REGULATOR VALVE	2		
434CB-0150 1B	CONNECTION BOOT, 1.5 IN	2		
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	4		
434CBB0001 1B	BONDER, CONNECTION BOND	2		
434CBBA001 1A	BOND APPLICATOR, CONNECTION BOOT	2		
28R-2404	ADAPTER, BUSHING, 1IN TO .75IN	2		
PID-220	DECAL, DIESEL, 3IN X 12IN	1		
FC15-SWM12	FLEX CONNECTOR, 1.5IN X 12IN, M SWIVEL, M	2		
100-707	BALL VALVE, 1-1/2IN BRASS PCS FULL PORT	2		
REPAIR PARTS				
PID-239	DECAL, UNLEADED, 3X 12, WHITE	1		

Customer Initials _____ JF Petroleum Group Initials _____

INSTALLATION

INSTALL LABOR	INSTALLATION	1
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SERVICE TRAINING & STARTUP

SERVICE TECH	SERVICE TECHNICIAN FOR STARTUP	10
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EQUIPMENT:	26,050.68
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SALES TAX:	2,547.83
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INSTALLATION:	12,436.82
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SERVICE:	923.10
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50% Deposit Required: \$20,979.22

TOTAL AMOUNT:	41,958.43
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This proposal has applicable tax included.

SCOPE OF WORK**SCOPE OF WORK**

Remove existing Fillrite Pump and install two single product Gasboy suction pumps, foot valves, solenoid valves and anti-syphon valves. Pump will be installed on new aboveground Morrison dispenser pedestals. Dispenser pedestals to mounted on existing concrete. Quote is based on utilizing existing electrical and does not include any concrete.

Quote is based on utilizing existing hanging hardware. Tank is confirmed to be a Fire rated tank by the City of Ocoee.

Startup and calibration to be preformed by JF Petroleum Group

Furnish and Install Control wiring only (Conduit by Others)

System Only (Power wiring to be by others)

Prep and Paint all exterior, exposed black iron piping the color white

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and are subject to sales tax or use tax.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Existing conduit is to be clear, usable and meeting the current electrical codes. Any repairs or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an additional cost to the customer.

Existing circuit panel is to be adequately sized, and meeting the current electrical codes. Any repairs

Customer Initials _____ JF Petroleum Group Initials _____

to or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an added cost to the customer.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an additional charge to the customer.

Existing fuel management system (including dispenser system) conduit and wiring must conform to the current manufacturer's requirements. Any repairs to or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an added cost to the customer

Others to furnished an adequately sized electrical panel.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Cutting and/or Patching
Local Permits
Piping inside building
Concrete work.
Asphalt work.
Fuel for the new system.
Bollards or physical protection
Engineered stamped drawings for permits
Additional work not stated above
Changes required due to inspecting/permitting/code authorities
Applicable Taxes

TERMS & CONDITIONS

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JFPETROLEUM GROUP. For purposes hereof, the terms "we", "us" and "JF PETROLEUM GROUP" shall mean

Customer Initials _____ JF Petroleum Group Initials _____

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.
3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF PETROLEUM GROUP EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF PETROLEUM GROUP'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF PETROLEUM GROUP WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.
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5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF PETROLEUM GROUP shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF PETROLEUM GROUP. Any claim made for such loss or damage shall be made by Customer against the carrier.
6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF PETROLEUM GROUP shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF PETROLEUM GROUP. To the extent there is such delay or suspension resulting in increased cost or expense to us, JF PETROLEUM GROUP shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.
7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF PETROLEUM GROUP will be entitled to an adjustment in compensation for any changes that is performed on a cost-reimbursable or time and materials basis.
8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.
9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).
10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.
11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.
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15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

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17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

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POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF PETROLEUM GROUP shall notify Customer of that fact within 21 days after receipt of a signed Order. In such event, JF PETROLEUM GROUP reserves the right to require, at its option, a substantial deposit, or such other payment arrangements as shall be acceptable to JF PETROLEUM GROUP. Customer's failure to comply with such payment arrangements shall give JF PETROLEUM GROUP the right to cancel the agreement without further obligation to Customer.

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Customer Initials _____ JF Petroleum Group Initials _____

connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF PETROLEUM GROUP will have no entitlement to the products in Bill & Hold.

ACCEPTANCE

This proposal, when accepted by the purchaser, and final approval of Seller's Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name _____

Signature _____ Date _____

Print Name _____

Print Title _____

JF Petroleum Group Acceptance

Signature of Officer _____

Title: _____

Date: _____

Customer Initials _____ JF Petroleum Group Initials _____



Meeting Date: March 4, 2025
Item #: 10

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Rush Truck Centers of Florida, Inc., as Single Source Vendor. (Public Works Director Krug)

Background Summary:

The Public Works Fleet Division routinely utilizes local vendors for specialized diagnostics and repairs. The City's Fire Department Engine #25, a 2016 model, has experienced an engine failure. Fleet sent the truck to Rush Truck Center of Florida, Inc., the local Cummins engine service dealer, who confirmed the engine had met the end of its useful service life and required rebuilding. The remainder of the apparatus on the truck continues to function without issues and the vehicle is not scheduled for replacement in the immediate future. The estimated cost of the engine rebuild is \$49,022.83, which is below the City Manager's approval threshold per the Purchasing Manual. However, adding to the cost of previous diagnostics in the current fiscal year for other vehicles has raised the total expenditures with Rush Truck Center to \$60,577.50, which now requires Commission approval for single source expenditures.

Public Works is seeking approval from the City Commission to designate Rush Truck Centers as a single source vendor for the Fleet Division, to serve as the local service dealer for Cummins engines. The cost proposals from Rush Truck Centers align with industry standards for diagnostics and repairs. Public Works recommends the approval of Rush Truck Centers as a single source vendor in accordance with the City's Purchasing Manual.

Issue:

Should the Honorable Mayor and City Commissioners approve Rush Truck Centers of Central Florida, Inc. as a single source vendor for the Fleet Division, to serve as the local Cummins engine service dealer for diagnostics and repairs?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve Rush Truck Centers of Central Florida, Inc. as a single source vendor for the Fleet Division, to serve as the local Cummins engine service dealer for diagnostics and repairs, as adequately funded in the budget.

Attachments:

1. Purchase Order for FD#25
2. Purchase Order for FD Ambulance
3. Purchase Order for Utilities F 350 Crane Truck
4. Purchase Order for FD F450

Financial Impacts:

Services are adequately funded in the current budget across user departments.

Type of Item: Consent



CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

EMERGENCY

PURCHASE ORDER: 1429962

Page: 1 of 1

******* VENDOR *******

**RUSH TRUCK CENTERS OF FLORIDA INC
PO BOX 2208
DECATUR AL 35601**

******* DELIVER TO *******

**PUBLIC WORKS FACILITY
301 MAGUIRE ROAD
OCOEE FL 34761-2677**

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
02.05.2025	03.07.2025		dest	Net 30		MHILL

Requisition No	Vendor No	Vendor Phone	Email Address	Vendor Contact
PW005607	6167-1	(407)581-8000	sullivan@rushenterprises.com	AARON SULLIVAN SVC MGR

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00	1	FD 1087- New Engine	49,022.8300	49,022.83	001-541-40-4605
				** TOTAL **	49,022.83	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE 1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
3. PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DIV.
4. THIS PO REPRESENTS A LEGAL CONTRACT BETWEEN THE CITY AND VENDOR.
5. ACCEPTANCE OF THIS PO INCLUDES ACCEPTANCE OF THE PO TERMS & CONDITIONS REFERENCED AT
[HTTPS://WWW.OCOEE.ORG/900/PO-TERMS-AND-CONDITIONS](https://www.ocoe.org/900/PO-TERMS-AND-CONDITIONS)
& PRICES, DELIVERY INSTRUCTIONS, & SPECIFICATIONS.
6. INSURANCE REQUIREMENTS
[HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS](https://www.ocoe.org/899/INSURANCE-REQUIREMENTS)
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

ESTIMATE ORDER NO #47837416

Procurement Manager



CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

EMERGENCY

PURCHASE ORDER: 1429939

Page: 1 of 1

******* VENDOR *******

**RUSH TRUCK CENTERS OF FLORIDA INC
PO BOX 2208
DECATUR AL 35601**

******* DELIVER TO *******

**N/A - CONFIRMING PURCHASE
ORDER - FOR YOUR RECORDS ONLY
PUBLIC WORKS**

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
01.23.2025	01.23.2025		dest	Net 30		MHILL

Requisition No	Vendor No	Vendor Phone	Email Address	Vendor Contact
PW005601	6167-1	(407)581-8000	sullivan@rushenterprises.com	AARON SULLIVAN SVC MGR

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00	1	Repairs FD 1112 Ambulance	4,783.3700	4,783.37	001-541-40-4605
				** TOTAL **	4,783.37	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE1 N. BLUFORD AVE OCOEE, FL 34761
2. INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
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6. INSURANCE REQUIREMENTS
[HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS](https://www.ocoee.org/899/INSURANCE-REQUIREMENTS)
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

INVOICE DATE 1.22.25
ORDER NO. 47792314
CUSTOMER NO. 120980

Procurement Manager



CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

PURCHASE ORDER: 1429790

Page: 1 of 1

******* VENDOR *******

**RUSH TRUCK CENTERS OF FLORIDA INC
2350 DIVERSIFIED WAY
ORLANDO FL 32804**

******* DELIVER TO *******

**PUBLIC WORKS FACILITY
301 MAGUIRE ROAD
OCOEE FL 34761-2677**

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
11.12.2024	12.12.2024		dest	Net 30		MHILL

Requisition No	Vendor No	Vendor Phone	Email Address	Vendor Contact
PW005561	6167-1	(407)581-8000	sullivan@rushenterprises.com	AARON SULLIVAN SVC MGR

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00	1	Diagnostics and Repairs for UT 915 F350 Crane Truck	2,959.7100	2,959.71	401-535-10-4605
				** TOTAL **	2,959.71	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE 1 N. BLUFORD AVE OCOEE, FL 34761
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6. INSURANCE REQUIREMENTS [HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS](https://www.ocoe.org/899/INSURANCE-REQUIREMENTS)
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

SERVICE ESTIMATE #46918707

Procurement Manager



CITY OF OCOEE

1 N BLUFORD AVE
OCOEE FL 34761

CONFIRMING

PURCHASE ORDER: 1429883

Page: 1 of 1

***** VENDOR *****

**RUSH TRUCK CENTERS OF FLORIDA INC
PO BOX 2208
DECATUR AL 35601**

***** DELIVER TO *****

**N/A - CONFIRMING PURCHASE
ORDER - FOR YOUR RECORDS ONLY
PUBLIC WORKS**

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
12.20.2024	12.20.2024		dest	Net 30		MHILL

Requisition No	Vendor No	Vendor Phone	Email Address	Vendor Contact
PW005592	6167-1	(407)581-8000	sullivan@rushenterprises.com	AARON SULLIVAN SVC MGR

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00	1	Diagnostics and Repairs for FD 1162 F450	3,811.5900	3,811.59	001-541-40-4605
				** TOTAL **	3,811.59	

VENDOR INSTRUCTIONS:

1. EMAIL INVOICES TO: ACCOUNTSPAYABLE@OCOEE.ORG OR MAIL TO: CITY OF OCOEE ACCOUNTS PAYABLE 1 N. BLUFORD AVE OCOEE, FL 34761
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6. INSURANCE REQUIREMENTS [HTTPS://WWW.OCOEE.ORG/899/INSURANCE-REQUIREMENTS](https://www.ocoee.org/899/INSURANCE-REQUIREMENTS)
7. STATE SALES TAX EXEMPT #85-8013779974C-0 EIN #59-6019764
8. CONTACT THE REQUESTING DEPT. FOR QUESTIONS REGARDING THIS ORDER.

SPECIAL INSTRUCTIONS:

SERVICE INVOICE #3039987618

Procurement Manager



Meeting Date: March 4, 2025
Item #: 11

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of Resolution of Pending Legislation to Provide for New Governing Policy Framework and Land Development Regulations. (Zoning Manager Whitfield)

Background Summary:

Chapter 163, Part II, Florida Statutes, requires that local governments adopt a comprehensive plan that establishes the principles, guidelines, standards, and strategies for the orderly and balanced economic, social, physical, environmental and fiscal development of the City. Section 163.3177(5)(a), F.S., requires that the Comprehensive Plan includes at least two planning periods, one covering at least the first 10-year period occurring after the plan's adoption and one covering at least a 20-year period.

The current Comprehensive Plan, adopted on October 1, 2002, has reached its long-term planning horizon of 2022. Therefore, "The Comprehensive Plan must be updated to include the statutorily required ten-year and twenty-year planning horizons." Additionally, Section 163.3177(6), F.S., requires the Comprehensive Plan to be based on relevant and appropriate data and an analysis by the City that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of the preparation and adoption of the plan.

To maintain compliance with Chapter 163, Part II, Florida Statutes, the City is moving forward with and is actively preparing its Comprehensive Plan, entitled "Envision 2045 Ocoee Comprehensive Plan" ("Envision 2045"), which shall be the governing policy framework to direct growth and development in the city over the next twenty years. Envision 2045 shall establish Goals, Objectives, and Policies to achieve its vision of Ocoee becoming "a vibrant, attractive and economically sustainable community where businesses thrive and neighborhoods flourish through diverse, compact, and complementary land uses that produce quality developments, enhanced and active public realms, and safe and efficient mobility systems while simultaneously preserving environmental systems and creating parks, trails and open spaces to promote social engagement, community health and overall well-being of the City."

Envision 2045 and its supporting Data, Inventory and Analysis (DIA) document are being prepared in-house by a multi-department Comprehensive Planning Team comprised of staff from Development Services, Public Works, Utilities, and Parks and Leisure Services, with technical assistance from the City's transportation consultant firm regarding the Transportation Element (which will be renamed the Mobility Element). The DIA document, upon completion, will contain an evaluation of historical growth and development trends. It will also include the development of the City's 2045 population projections based on several methodologies (including those listed in Florida Statutes), an evaluation of anticipated demands, and an assessment of the City's ability to accommodate these demands on public infrastructure and municipal services, including completion of the 10-Year Water Supply Plan. The Comprehensive Planning Team has prepared a Vision Statement for Envision 2045 and drafted Goals and Objectives for each of the required Elements. Team members continue

to work diligently on developing the implementing policies for Envision 2045 and finalizing the DIA document, in addition to performing their regular duties and responsibilities.

Concurrently with Envision 2045's preparation, Development Services staff, with technical assistance from the Comprehensive Planning Team, is updating the Land Development Code to create zoning districts, urban design and architectural standards, development policies and procedures, and other regulations to implement the Goals, Objectives, and Policies of Envision 2045. The LDC Update is an 18-month contract with a Planning Consulting Firm that kicked off in February 2024. The first LDC Draft Deliverable, received on December 31, 2024, was rejected by the City for incompleteness, and Development Services staff have met with the Consultant on several occasions to develop an acceptable First Draft. Staff anticipates that completion of the LDC Update will occur after the completion of Envision 2045 Comprehensive Plan. Based on current tracking, the completion of Envision 2045 Comprehensive Plan is as follows:

Planning and Zoning Commission Workshop - March 20, 2025

Planning and Zoning Commission Hearing - April 8, 2025

City Commission 1st Reading Transmittal - April 15, 2025

State Agencies 45-Day Commenting Period - May 30, 2025

City Commission 2nd Reading/Adoption - June 17, 2025

Therefore, the completion of the new Land Development Code update will have both the 1st and second reading/adoption in July 2025.

The attached Resolution puts the public and all parties on notice that the City is actively preparing its new governing policy framework embodied within Envision 2045 and new and updated Land Development Code to bring nonconformities into compliance, to govern real properties, including buildings, structures and premises, as necessary, to protect the health, safety and welfare of existing and future residents and property owners within the City's jurisdictional limits, and to foster development patterns and designs that not only protect but also enhance the public realm with beautiful peacemaking standards, that promote the efficient use of municipal investments and infrastructure, that achieve infill, redevelopment and adaptive reuse, and that add to the quality, character, economic vitality, and sustainability of the City, and includes provisions for the City's enforcement.

The City wishes to give notice that it is implementing the Pending Legislation Doctrine (also known as the Pending Ordinance Doctrine) concerning Envision 2045 and updated Land Development Code governing real properties within the City limits. Any land development applications submitted after the moratorium on processing expires on March 17, 2025, shall be subject to Envision 2045 and the new Land Development Code. Such submissions may include applications: (a) to amend the Comprehensive Plan text or Future Land Use Map; or (b) to rezone land in the City; or (c) to obtain special exception allowing certain use(s) on land in the City; or (d) for preliminary or final site plan or subdivision approval.

Issue:

Should the Honorable Mayor and City Commissioners approve a Resolution which declares and implements the Pending Legislation Doctrine to provide for a new governing policy framework and land development regulations?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Resolution which declares and implements the Pending Legislation Doctrine to provide for a new governing policy framework and land development regulations.

Attachments:

1. Resolution of Pending Legislation

Financial Impacts:

N/A

Type of Item: Consent

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, PROVIDING NOTICE TO THE PUBLIC OF PENDING LEGISLATION TO PROVIDE FOR THE CITY'S NEW GOVERNING POLICY FRAMEWORK AND LAND DEVELOPMENT REGULATIONS THAT SHALL DIRECT AND MANAGE GROWTH AND DEVELOPMENT, ELIMINATE NON-CONFORMITIES, PRIORITIZE INFILL, REDEVELOPMENT AND ADAPTIVE REUSE, ACCOMMODATE A MIX OF HOUSING TYPOLOGY, URBANIZE DEVELOPMENT STANDARDS THROUGH SOUND URBAN DESIGN PRINCIPLES, FOSTER RESPONSIBLE DEVELOPMENT THROUGH SOUND ENVIRONMENTALLY-CONSCIOUS PRACTICES, REQUIRE AESTHETICALLY PLEASING ARCHITECTURAL DESIGN ELEMENTS, AND PROTECT AND ENHANCE THE PUBLIC REALM THROUGH THE ADOPTION AND IMPLEMENTATION OF THE CITY'S 2045 COMPREHENSIVE PLAN AND NEW LAND DEVELOPMENT CODE, AND PROVISIONS FOR ENFORCEMENT THEREOF.

WHEREAS, Chapter 163, Part II, Florida Statutes, sets requirements for local governments to adopt a comprehensive plan covering at least two planning periods, one covering at least the first 10-year period occurring after the plan's adoption and one covering at least a 20-year period; and

WHEREAS, the City Commission of the City of Ocoee (the "Ocoee City Commission") adopted the City's Comprehensive Plan (the "Ocoee Comprehensive Plan") by Ordinance No. 91-28 on September 18, 1991, pursuant to Chapter 163, Part II, Florida Statutes, the Growth Policy Act (the "Act"), as amended from time to time; and

WHEREAS, the current Comprehensive Plan was adopted on October 1, 2002, has reached its long-term planning horizon of 2022, and, therefore, must be updated to include the statutorily required ten-year and twenty-year planning horizons; and

WHEREAS, the City wishes to place the public and all parties on notice that the City is actively preparing the 2045 Comprehensive Plan, which shall be the governing policy framework

to provide for the orderly and balanced economic, social, physical, environmental, and fiscal development of the City over the next ten-year and twenty-year planning horizons; and

WHEREAS, the 2045 Comprehensive Plan shall establish Goals, Objectives and Policies to achieve its vision of Ocoee becoming “a vibrant, attractive and economically sustainable community where businesses thrive and neighborhoods flourish through diverse, compact, and complementary land uses that produce quality developments, enhanced and active public realms, and safe and efficient mobility systems while simultaneously preserving environmental systems and creating parks, trails and open spaces to promote social engagement, community health and overall wellbeing of the City”; and

WHEREAS, the City further wishes to place the public and all parties on notice that the City is concurrently updating the Ocoee Land Development Code to create zoning districts, urban design and architectural standards, development policies and procedures, and other regulations to implement the Goals, Objectives and Policies of the 2045 Comprehensive Plan; and

WHEREAS, the City declares and hereby implements the Pending Legislation Doctrine (or Pending Ordinance Doctrine) set forth in *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980), to give notice of a new policy framework embodied within the 2045 Comprehensive Plan and new land development regulations embodied within the updated Land Development Code to bring nonconformities into compliance, to govern real properties, including buildings, structures and premises, as necessary, to protect the health, safety and welfare of existing and future residents and property owners within the City’s jurisdictional limits, and to foster development patterns and designs that not only protect but also enhance the public realm with beautiful placemaking standards, that promote the efficient use of municipal investments and infrastructure, that achieve infill, redevelopment and adaptive reuse, and that add to the quality, character, economic vitality, and sustainability of the City; and

WHEREAS, property owners and developers should be aware that provisions of pending ordinances not yet adopted by the City shall be applied to any proposed development or to any development application submitted to the City after the six-month moratorium on the processing of development applications expires on March 17, 2025, as adopted by Ordinance 2024-26 on September 17, 2024, and until the passage of the pending ordinances. Such applications may include those: (a) to amend the Comprehensive Plan text or Future Land Use Map; or (b) to rezone land in the City; or (c) to obtain a special exception allowing certain use(s) on land in the City; or (d) for preliminary or final site plan or subdivision approval; and

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

NOW, THEREFORE, be it resolved by the City Commission of the City of Ocoee, Florida that:

SECTION 1. The foregoing recitals are re-incorporated herein as if set forth at length.

SECTION 2. That the City Commission of the City of Ocoee hereby gives notice of planning staff's active pursuit of pending legislation in the normal course of municipal action, and directs staff to advertise for public hearing, respectively, the consideration and adoption of the 2045 Comprehensive Plan and updated Land Development Code, upon their respective completions, to govern real properties and direct and manage growth and development, as necessary, to protect the health, safety and welfare of residents and property owners within the City's jurisdictional limits, and to provide for the City's enforcement of the ordinances.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Ocoee held in City Hall, Ocoee on this _____ day of _____ 2025.

[space intentionally left blank]

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

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

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



Meeting Date: March 4, 2025
Item #: 12

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Ginger Corless
City Manager: Craig Shadrix

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

Background Summary: The City charges various fees for the purpose of providing necessary regulations to control and regulate building, electrical, plumbing, mechanical, swimming pool, fire, and other contractors and other construction tradesmen who undertake building construction within the City of Ocoee. The Building Division of the Development Services Department is primarily responsible for the collection of these various fees. These fees currently go into the City's General Fund and the Building Division is also funded through the General Fund.

On February 19, 2002, the City Commission adopted Ordinance No. 2002-02, which set the amount for various fees related to the enforcement of Chapter 51 of the Ocoee Code of Ordinances, Florida Building Code (FBC), and other applicable codes related to building and construction. In the last 23 years, there has not been a substantial update to the City's permitting and inspection fees.

According to the U.S. Labor Department's Bureau of Labor Statistics, inflation has risen by 74.4% from 2002 to 2025. Additionally, the following costs related to the enforcement of Chapter 51, FBC, and other applicable codes have risen steadily since 2002:

- Personnel Costs for Building Division
- Building Permit IT Software (SAGE)
- Maintenance and Purchases of Building Division Equipment to include vehicles
- Training and Licensure for Building Division Personnel

By looking at what surrounding municipalities, such as Apopka, Winter Garden, and others, charge for permitting and inspection fees, staff have updated the City's existing fees and created new fees for new processes. The attached table details the City's current and new fee amounts that the staff are proposing.

Issue:

Should the Honorable Mayor and City Commissioners approve the amendments to the City Code of Ordinances, Chapter 51 Building Code?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the amendments to the City Code of Ordinances, Chapter 51 Building Code.

Attachments:

1. Ordinance Amending Chapter 51
2. Current and Proposed Fees Comparison
3. Advertisement

Financial Impacts:

None

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF OCOEE AMENDING SECTIONS 51-128, 51-142, 51-147, 51-151, 51-153, 51-161, AND 51-163 OF CHAPTER 51 BUILDING CODE, OF THE CITY OF OCOEE CODE OF ORDINANCES RELATIVE TO INCREASED AND NEW BUILDING PERMIT APPLICATION AND INSPECTION FEES; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (the “City”) approved and adopted Ordinance No. 2002-02 on February 19, 2002, which provided for increased building permit application and inspection fees; and

WHEREAS, the City has not substantially increased the City’s building permit application and inspection fees since the approval and adoption of Ordinance No. 2002-02; and

WHEREAS, the costs of providing services has increased related to the regulation of building construction and the enforcement of the Florida Building Code and other applicable codes pursuant to Chapter 553, Florida Statutes;

WHEREAS, the City Commission desires to revise the City’s building permit and inspection fees; and

WHEREAS, the portions of Chapter 51, Building Code, Sections 51-128, 51-142, 51-147, 51-151, 51-153, 51-161, and 51-163 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 51, the “Building Code” Section 51-128 of the Code of Ordinances is hereby amended and modified to amend the fee amount for various building permit and application fees to read as follows (underlined language are additions; ~~stricken-through~~ language are deletions; sections not included are not being modified):

§ 51-128. – Permit application; fees.

A. Application for a permit shall be submitted on forms provided by the Building Department and shall be accompanied by a plot plan and such plans and/or specifications as are necessary to describe the work to be done. Such application shall also be accompanied by a nonrefundable plan review fee, as applicable.

B. The valuation of all buildings, structures or alterations requiring a permit shall be performed by the Building and Zoning Official. The Building and Zoning Official shall base his valuation of the building and calculation of permit fees on the following:

(1) The building permit fee for one- and two-family residential construction is ~~\$30, plus \$3.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of residential construction cost.

(2) The residential construction cost shall be based upon the tables and charts entitled "Building Valuation Data" compiled annually by the International Code Council. Such tables and charts are published each fall in the trade publication entitled "Southern Building" and shall be made available for public inspection in the office of the City Building Department. Such building valuation data will become effective as of January 1 of each year.

(3) The building permit fee for commercial construction (all construction other than one- and two-family residential construction) is ~~\$30, plus \$4.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of commercial construction cost.

(4) Commercial construction cost (construction other than one- and two-family residential construction) shall be based upon the tables and charts entitled "Building Valuation Data" compiled annually by the International Code Council. Such tables and charts are published each fall in the trade publication entitled "Southern Building" and shall be made available for public inspection in the office of the City Building Department. Such building valuation data will become effective as of January 1 of each year.

(5) Building permit fees for additions, alterations or repairs shall be calculated at the above rates.

(6) Swimming pools and screen enclosures are ~~\$30, plus \$3.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of actual construction cost.

(7) Sign permits are ~~\$1~~ \$5 per square foot of sign.

(8) Seawalls, boat docks and boat houses are ~~\$30, plus \$3.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of actual construction cost.

(9) Moving an existing building or structure is as follows:

(a) To outside of City: \$100, plus expenses.

(b) Into or within the City: \$200, plus expenses.

(c) Relocation on same lot: \$50, plus expenses.

(d) Demolishing any building or structure: ~~\$30~~ \$50

(10) For factory-built housing (mobile homes) park and tie-down the permit fee is ~~\$100~~ \$150. In addition to the one-hundred-dollar permit fee, there shall be a nonrefundable inspection fee of ~~\$50~~ \$100, plus ~~\$1~~ \$3 per mile for any mobile home inspection that is

located over ~~50~~ 20 miles from the City limits of Ocoee. If the application is approved, the ~~fifty-dollar~~ one-hundred-dollar fee shall be applied to the park and tie-down permit fee.

(11) Residential ~~f~~Fences (~~all types~~) are ~~\$30~~ \$50.

(12) Electrical connections for tTemporary construction trailers or structures are ~~\$30~~ \$50.

(13) Roofing:

(a) New residential is ~~\$30~~ \$50.

(b) New commercial is ~~\$30, plus \$4.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of actual construction cost.

(c) Residential re-roofing repairs are ~~\$30~~ \$50.

(d) Commercial re-roofing or roofing repairs are ~~\$30, plus \$4.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of actual construction cost.

(14) Commercial pPaving, sidewalks, curb, gutter, ~~and~~ subdivision walls, and fences, including all types of materials, shall be calculated as ~~\$30, plus \$3.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of actual construction cost. Residential paving, sidewalks, curbs and gutters shall be calculated as \$50, plus \$5.50 per \$1,000 of actual construction cost.

(15) Water and sewer distribution systems installed by developers or developers' contractors shall be calculated as ~~2%~~ 2.4% of the contract price.

(16) Land clearing or tree removal shall be calculated as and the fee shall be ~~\$10~~ \$20 per tree per lot for each lot contained in the legal description of the property to be cleared or ~~\$25~~ \$50 per acre, whichever is greater.

(17) Plan amendments/revisions are ~~\$5~~ \$10 per page. Upon the occurrence of the fourth and subsequent plan amendments/revisions, the fee shall be \$20 per page.

C. Subject to approval of the Building and Zoning Official, actual construction cost may be determined by using the contract price of construction. The contract price of construction shall include structural, electrical, plumbing, interior finish, normal site preparation (excavation and backfill for building), architectural and engineering fees. ~~A copy of the itemized contract shall be required in all instances where contract price is used to determine actual construction cost.~~

D. A permit shall not be issued until the fees prescribed in this section have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems, has been paid.

E. Any person or entity who commences any work on a building, structure, electrical, gas, mechanical or plumbing system or other activity requiring a permit hereunder, before obtaining the necessary permits, shall be subject to a penalty of 100% of the usual permit fee in addition to the required permit fees.

F. Notwithstanding the foregoing, the minimum permit fee shall be ~~\$30 for permits with a construction valuation over \$1,000 and \$15 for all permits with a construction valuation of an amount equal to or less than \$1,000.~~ \$50 for permits with a construction valuation over \$1,000 and \$25 for all permits with a construction valuation of an amount equal to or less than \$1,000.

G. Plan review, inspections and reinspections. In addition to any permit fees payable as provided in this article, the following plan review and inspection fees must also be paid prior to the issuance of any permit, except as provided in subsection (c) below:

(1) Plan review and inspection fees:

(a) Residential Building: 1/2 of permit fee for plan review, in addition to permit fee.

(b) Commercial Building: 1/2 of 1% of value of construction for plan review, in addition to permit fee.

(c) Commercial Fire and Commercial Fire Re-inspection Fees shall be calculated as identified under § 78-9. - Plan review; permits; inspections; fees and § 78-10. - Re-inspections; fees.

~~(e)~~ (d) New Commercial (applicable only to projects where the value of construction exceeds \$200,000):

(i) \$1,000 nonrefundable application fee due at time of application (to be credited to the total plan review fee); and

(ii) 1/2 of 1% of value of construction for plan review, in addition to the permit fee, to be paid at the time when the building permit is issued.

[Amended 6-17-2014 by Ord. No. 2014-012]

(2) Plan review fees shall not be charged for construction projects when construction plans or drawings are not required.

(3) Reinspection fees:

(a) First reinspection: ~~\$25~~ \$40.

(b) Second ~~and third~~ reinspection for the same noncompliance: ~~\$40~~ \$60.

(c) Third reinspection for the same noncompliance: \$80.

(~~e~~) (d) Fourth and subsequent reinspections for the same noncompliance: ~~\$100~~
\$120.

(4) Requests for special after-hours (other than normal working hours, weekends or holidays) inspections shall be submitted to the Building and Zoning Official, in writing, by the contractor 48 hours in advance of the requested inspection. The minimum number of hours that will be approved is ~~three~~ four hours. No inspection(s) will be approved until the inspection fees have been paid. The rate per hour for special after-hours inspections is ~~\$50~~ \$80.

(5) Refunds will not be issued for permit applications and plan review fees once they have been submitted and reviewed. Only refunds for hardships will be at the discretion of the Development Services Director or City Building Official.

(6) A fee will be assessed for any changes to the main contractor and/or subcontractors listed on a permit application. Each change in contractor will be assessed with a fee of \$30 per change out.

H. The fees charged pursuant to this section are in addition to any fees which may from time-to-time be charged by the City related to compliance with the Florida Fire Prevention Code and any local amendments thereto adopted by the City Commission.

SECTION 2. That Chapter 51, the “Building Code” Section 51-142 and Section 51-147 of the Code of Ordinances is hereby amended and modified to amend the fee amount for various building permit and application fees related to electrical permits to read as follows (underlined language are additions; ~~stricken-through~~ language are deletions; sections not included are not being modified):

§ 51-142. – Permit application; fees.

Applications for permits shall be submitted on forms provided by the Building Department. Such application shall be accompanied by the following permit fees:

A. Standard fees for commercial and residential electrical permits of 1,000 volt-amperes or less are based on the total amperage of the service installation. One electrical permit is required for each recording watt-hour meter service. Should circumstances make it practical to issue one permit involving more than one watt-hour recording meter service, the fee shall be calculated using the sum of the fees of the total number of individual watt-hour meter services.

B. Standard permit fees are calculated by the following method:

(1) Minimum electrical permit fee: ~~\$30~~ \$50.

(2) ~~Phase 240 volt-amperes.~~ Phase 120 – 208 – 240 volt-amperes

Volt-Amperes	Fee
0 to 150	\$104.00 <u>\$60.00</u>
151 to 200	\$130.00 <u>\$75.00</u>
201 to 400	\$165.00 <u>\$95.00</u>
401 to 600	\$251.00 <u>\$145.00</u>
601 to 800	\$338.00 <u>\$195.00</u>
801 to 1,000	\$424.00 <u>\$245.00</u>

~~(3) Phase 208 to 240 volt-amperes.~~

Volt-Amperes	Fee
0 to 150	\$104.00
151 to 200	\$130.00
201 to 400	\$165.00
401 to 600	\$251.00
601 to 800	\$338.00
801 to 1,000	\$424.00

~~(4)~~ (3) Phase 480 volt-amperes.

Volt-Amperes	Fee
0 to 150	\$208.00

151 to 200	\$260.00
201 to 400	\$330.00
401 to 600	\$502.00
601 to 800	\$676.00
801 to 1,000	\$848.00

~~(5)~~ (4) For all commercial permits over 1,000 volt-amperes, the fee shall be ~~\$30~~ \$50, plus \$10 per \$1,000 or fraction thereof of contract price, ~~plus \$5 per 100 amps of service.~~

~~(6)~~ (5) For all commercial and residential additions, alterations or repairs not requiring a new service, the fee shall be ~~\$30, plus \$10 per \$1,000 or fraction thereof of contract price over \$3,000~~ \$50, plus \$10 per \$1,000 or fraction thereof of contract price over \$3,000.

C. Specialty fees:

(1) Swimming pool:

(a) Residential: ~~\$30~~ \$50.

(b) Commercial: ~~\$60~~ \$75.

(2) Sign connection: ~~\$30~~ \$50.

D. Meter services:

(1) Construction trailers: ~~\$30~~ \$50.

(2) Irrigation systems: ~~\$30~~ \$50.

(3) Sanitary lift stations/similar uses: ~~\$30~~ \$50.

§ 51-147. – Reinspection; fees.

In the event that the Building and Zoning Official, upon inspection, shall find any work not in compliance with this article, the person doing said work shall promptly do everything necessary

to bring said work within the requirements of this article. The Building and Zoning Official shall then, upon notice from such person, reinspect said work after payment of the following fees:

A. First reinspection: ~~\$25~~ \$40.

B. Second ~~and third~~ reinspection for the same noncompliance: ~~\$40~~ \$60.

C. Third reinspection for the same noncompliance: \$80.

~~€D.~~ Fourth and subsequent reinspections for the same noncompliance: ~~\$100~~ \$120.

SECTION 3. That Chapter 51, the “Building Code” Section 51-151 and Section 51-153 of the Code of Ordinances is hereby amended and modified to amend the fee amount for various building permit and application fees related to mechanical permits to read as follows (underlined language are additions; ~~stricken through~~ language are deletions; sections not included are not being modified):

§ 51-151. Fees.

Permit fees shall be based on the contract price or selling price of an installation or alteration.

Permit fees for air conditioning, heating and ventilation installations or alterations are as follows:

A. Up to and including the first \$1,000: ~~\$30~~ \$50.

B. For each additional \$1,000 or fraction thereof up to \$25,000: \$10.

C. For each additional \$1,000 or fraction thereof over \$25,000: \$6.

§ 51-153. - Reinspections; fees.

A. In the event that the Building and Zoning Official, upon initial inspection, shall find said work not in compliance with this article, the person doing said work shall promptly do everything necessary to bring said work within the requirements of this article. The Building and Zoning

Official shall then, upon notice from such person, reinspect said work after payment of the following fees:

(1) First reinspection: ~~\$25~~ \$40.

(2) Second ~~and third~~ reinspections for same noncompliance: ~~\$40~~ \$60.

(3) Third reinspection for the same noncompliance: \$80.

~~(3)~~ (4) Fourth and subsequent reinspections for same noncompliance: ~~\$100~~ \$120.

B. Requests for special after-hours (other than normal working hours, ~~weekends or holidays~~) inspections shall be submitted to the Building and Zoning Official, in writing, by the contractor 48 hours in advance of the requested inspection. The minimum number of hours that will be approved is ~~three~~ four hours. No inspection(s) will be approved until the permit fee has been paid. The rate per hour shall be ~~\$50~~ \$80.

SECTION 4. That Chapter 51, the “Building Code” Section 51-161 and Section 51-163 of the Code of Ordinances is hereby amended and modified to amend the fee amount for various building permit and application fees related to mechanical permits to read as follows (underlined language are additions; ~~stricken through~~ language are deletions; sections not included are not being modified):

§ 51-161. Permit fees.

A. All plumbing and gas permits for residential ~~(one- and two-family homes)~~ shall be ~~\$30, plus \$3 per fixture or appliance~~ new residential/and or new additions (one- and two-family homes) shall be \$100.

B. All residential re-pipe permits shall be \$50.

C. All residential plumbing or gas alterations and/or repairs shall be \$50, plus \$5.50 per \$1,000 of actual cost or fraction thereof.

~~B. D.~~ Commercial plumbing and gas permits shall be based on the contract or selling price of the installation or alteration. The permit fee shall be ~~\$30, plus \$3.50 per \$1,000~~ \$50, plus \$5.50 per \$1,000 of actual cost or fraction thereof.

~~C. E.~~ All residential irrigation permits shall be ~~\$30~~ \$50.

~~D. F.~~ All commercial irrigation permits shall be ~~\$30, plus \$3.50 for each \$1,000~~ \$50, plus \$5.50 for each \$1,000 of actual cost or fraction thereof.

§ 51-163. Reinspections; fees.

A. In the event that the Building and Zoning Official, upon initial inspection, shall find work not in compliance with this article, the person doing said work shall promptly do everything necessary to bring said work within the requirements of this chapter. The Building and Zoning Official shall then, upon notice from such person, reinspect said work after payment of the following fees:

(1) First reinspection: ~~\$25~~ \$40.

(2) Second ~~and third~~ reinspections for the same noncompliance: ~~\$40~~ \$60.

(3) Third reinspection for the same noncompliance: \$80.

~~(3)~~ (4) Fourth and subsequent reinspections for the same noncompliance: ~~\$100~~ \$120.

SECTION 5. 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 6. Conflicting Ordinances. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 7. Effective Date. This Ordinance shall become effective upon April 8, 2025.

[Signatures to Follow]

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

Fee Type	Current Fee Amounts	Proposed Updated and New Fee Amounts
Work Without Permit	Fee + 100%	Unchanged
Minimum Permit Fees - Under	Construction Value over \$1,000.00-Fee \$30	Construction Value over \$1,000-Fee \$50
Single Family Residence	\$30 + \$3.50/\$1,000.00 Construction Value	\$50 + \$5.50/\$1,000.00 Construction Value
Paving, Sidewalks, Curbs, Gutter, and Subdivision Walls		
Commercial	***New Category***	\$50 + \$5.50/\$1000 Construction Value
Residential	***New Category***	\$50 + \$5.50/\$1000 Construction Value
Commercial Permit Fees:	\$30 + \$4.50/\$1,000.00 Construction Value	\$50 + \$5.50/\$1000 Construction Value
Mobile Homes	\$100/Tie Down	\$150/Tie Down
Manufactured Homes	Inspection Fee \$50 + \$1/Mile Over 50 Miles	Inspection Fee \$50+\$3/mile over 20 Miles
Demo Permit	\$30.00	\$50.00
Roof-Residential New	\$30.00	\$50.00
Re-Roof-Residential/ Roof Repair-Residential	\$30.00	\$50.00
Roof-Commercial	\$30 + \$4.50/\$1,000.00 Construction Value	\$50 + \$5.50/\$1,000.00 Construction Value
Fencing-Residential	\$30.00	\$50.00
Fencing-Commercial	\$30.00	\$50 + \$5.50/\$1,000.00 Construction Value
Temporary Construction Trailers or Structures (Temporary Use Permits)	\$30.00	\$50.00
Sign Permits	\$1 per SQ FT	\$5 per SQ FT
ELECTRICAL		
Specialty Electric (Pools-residential, Sign Connection; Construction Trailers; Sanitary Lift Stations; Irrigation Systems or Similar Uses)	\$30.00	\$50.00
Pool Commercial	\$60.00	\$75.00
Minimum Fee	\$ 30/+ Phase/Volt Amperage	\$ 50/+ Volt Amperage
Phase 240 Volt-Amperes		
Volt-Ampere:		
0 to 150	\$60.00	***Remove this Table***
151 to 200	\$75.00	***Remove this Table***
201 to 400	\$95.00	***Remove this Table***
401 to 600	\$145.00	***Remove this Table***
601 to 800	\$195.00	***Remove this Table***
801 to 1,000	\$245.00	***Remove this Table***
Phase 208 to 240 Volt-Amperes		120 - 208 - 240 Volt Amperes
Volt-Ampere:	Fee	Fee
0 to 150	\$104.00	\$104.00
151 to 200	\$130.00	\$130.00
201 to 400	\$165.00	\$165.00
401 to 600	\$251.00	\$251.00
601 to 800	\$338.00	\$338.00
801 to 1,000	\$424.00	\$424.00

Fee Type	Current Fee Amounts	Proposed Updated and New Fee Amounts
Phase 480 Volt-Amperes		480 Volt-Amperes
Volt-Ampere:	Fee	Fee
0 to 150	\$208.00	\$208.00
151 to 200	\$260.00	\$260.00
201 to 400	\$330.00	\$330.00
401 to 600	\$502.00	\$502.00
601 to 800	\$676.00	\$676.00
801 to 1,000	\$848.00	\$848.00
Commercial Electrical over 1,000 Amps	\$30.00 + \$10.00/\$1,000.00 Construction Value	\$50.00 + \$10.00/\$1,000.00 Construction Value
MECHANICAL		
Up to \$1,000.00	\$30.00	\$50.00
\$1000.00-\$25,000.00	\$30.00 + \$10.00/\$1,000.00 Construction Value	\$50.00 + \$10.00/\$1,000.00 Construction Value
\$25,000.00+	\$30.00 + \$10.00/\$1,000.00 Value + \$6/\$1000.00 (Over \$25k)	\$50.00 + \$10.00/\$1,000.00 Value + \$6/\$1000.00 (Over \$25k)
PLUMBING		
Residential (New and Additions)	\$30+ \$3/Fixture	\$100.00
Repipes	\$30+ \$3/Fixture	\$50.00
Plumbing or Gas Alterations or Repairs	***New Category***	\$50 + \$5.50/\$1,000.00 Construction Value
Commercial	\$30+\$3.50/\$1,000.00 Construction Value	\$50 + \$5.50/\$1,000.00 Construction Value
Residential Irrigation	\$30.00	\$50.00
Commercial Irrigation	\$30+\$3.50/\$1,000.00 Construction Value	\$50 + \$5.50/\$1,000.00 Construction Value
Water Sewer Systems	2% of Contract Price/Value	2.4% of Contract Price/Value
Change Contractor/Sub Contractors on Permit	***New Category***	\$30.00 Per Name Change Out
PLAN REVIEW		
Residential	1/2 of Permit Fee for Plan Review	No Change
Commercial	1/2 of 1% of Value of Construction	No Change
Fire	1/4 of 1% of Value of Construction	Add Reference to Fee in Chapter 78, no Change in Amount
Plan Amendment/Revision	\$5/Page then \$20/Page for 4th Resubmission with Same Issue	\$10/Page then \$20/Page for 4th Same Issue
Reinspection Fees		
1st Reinspection	\$25.00	\$40.00
2nd Reinspection	\$40.00	\$60.00
3rd Reinspection	\$40.00	\$80.00
4th and after Reinspection	\$100.00	\$120.00
After Hours Inspections	48 Hour Notice/\$50.00 per Hour/Min of 2 Hours	48 Hour Notice/\$80.00 per Hour/Min of 4 Hours

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE

NOTICE OF PUBLIC HEARING

FOR AN AMENDMENT TO CHAPTER 51, BUILDING CODE, OF THE CITY OF OCOEE CODE OF ORDINANCES, RELATIVE TO UPDATED AND NEW PERMIT APPLICATION AND INSPECTION FEES

NOTICE IS HEREBY GIVEN, that on **TUESDAY, MARCH 4, 2025, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider a proposed amendment to Chapter 51 of the City of Ocoee Code of Ordinances, increasing building permit applications and inspection fees.

AN ORDINANCE OF THE CITY OF OCOEE AMENDING SECTIONS 51-128, 51-142, 51-147, 51-151, 51-153, 51-161, AND 51-163 OF CHAPTER 51 BUILDING CODE, OF THE CITY OF OCOEE CODE OF ORDINANCES RELATIVE TO INCREASED AND NEW BUILDING PERMIT APPLICATION AND INSPECTION FEES; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
February 20, 2025

25-00578W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: March 4, 2025
Item #: 13

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Ginger Corless
City Manager: Craig Shadrix

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

Background Summary: The City charges various fees for the purpose of providing necessary regulations to control and regulate building, electrical, plumbing, mechanical, swimming pool, fire and other contractors and other construction tradesmen who undertake building construction within the City of Ocoee. The Building Division of the Development Services Department and the Fire Department are primarily responsible for the collection of the fees related to the permitting services provided by the Fire Department.

On December 4, 2018, the City Commission adopted Ordinance No. 2018-047, which repealed the entirety of Chapter 78 in the Code of Ordinances and created a new Chapter 78. Among the various changes, § 78-9.C, § 78-10, and § 78-13 of the Code of Ordinances allow for the City Commission to adopt by resolution a schedule of fees related to the Fire Department's plan reviews, inspections, re-inspections, and fireworks. At the same City Commission meeting on December 4, 2018, Resolution No. 2018-021 was passed which established the various Fire Department permitting fees that are currently charged.

Currently, the City's Fire permit and inspection fees match the City's Building permit and inspection fees. The proposed Ordinance under Item 13 in this agenda makes changes to the Building permitting and inspection fees. This proposed resolution seeks to keep Fire's permit and inspection fees consistent with Building's permit and inspection fees. Increasing the City's Fire permit and inspection fee, re-inspection fees, and fee for temporary sales of fireworks will help offset the costs for Fire's permitting and inspection services.

By looking at what surrounding municipalities such as Apopka, Winter Garden, and others charge, staff have updated the City's existing fees. The table below details the City's current fee amounts and the new fee amounts that the staff are proposing.

Fee Type	Current Fees	Proposed Fees
Plan Review	1/4 of 1% of Value of Construction	Unchanged
Permit Fee	\$30 + \$4.50 per \$1,000 of Value of Construction	\$50 + \$5.50 per \$1,000 of Value of Construction
Re-inspection Fee, First Occurrence	\$25	\$40

Re-inspection Fee, Second Occurrence	\$40	\$60
Re-inspection Fee, Third Occurrence	\$40	\$80
Re-inspection Fee, Fourth and Subsequent Occurrences	\$100	\$120
Temporary Retail Sales of Fireworks	\$100	\$150

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed resolution to adopt an updated fee schedule for fire permits and related fees?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the proposed resolution to adopt an updated fee schedule for fire permits and related fees.

Attachments:

1. Resolution Adopting an Updated Fee Schedule for Fire Permits and Related Fees

Financial Impacts:

None

Type of Item: Regular

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
ADOPTING A SCHEDULE OF FEES FOR FIRE PERMITS
AND RELATED SERVICES PROVIDED BY THE CITY IN
ACCORDANCE WITH CHAPTER 78 OF THE CITY OF
OCOEE CODE OF ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on December 4, 2018, the City Commission of the City of Ocoee (the “City Commission”) passed and adopted Ordinance 2018-047 which substantially amended Chapter 78, City of Ocoee Code of Ordinances, relating to fire prevention and emergency medical response; and

WHEREAS, Chapter 78, City of Ocoee Code of Ordinances, as amended, authorizes the City Commission to adopt via a resolution a uniform schedule of rates, charges, and fees to be imposed and collected by the City for the provision of fire prevention services and related services; and

WHEREAS, on December 4, 2018, the City Commission passed and adopted Resolution 2018-021 which established uniform reasonable rates, charges, and fees to be imposed and collected for certain fire prevention services and related services; and

WHEREAS, the City Commission desires to update the rates, charges, and fees collected for fire prevention services and related services.

NOW, THEREFORE, be it resolved by the City Commission of the City of Ocoee, Florida that:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

SECTION 2. RATES FOR FIRE PREVENTION. The City Commission formally adopts the following updated fee schedule for fire prevention, as follows:

Plan Review and Permit Fees (Section 78-9):

Plan Review Fee: $\frac{1}{4}$ of 1% of Value of Construction

Permit Fee: \$50 + \$5.50 per \$1,000 of Value of Construction

Reinspection Fee (Section 78-10):

First reinspection: \$40

Second and third reinspection for the same noncompliance: \$60

Third reinspection for the same noncompliance: \$80

Fourth and subsequent reinspection for the same noncompliance: \$120

Fireworks (Section 78-13):

Temporary Retail Sales: \$150

SECTION 3. SEVERABILITY. If any provision of this Resolution or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective on April 8, 2025.

[Signatures to Follow]

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of
Ocoee held in City Hall, Ocoee on this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

_____,
Rusty Johnson, Mayor

(SEAL)

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



Meeting Date: March 4, 2025
Item #: 14

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

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

Background Summary:

During the City Commission meeting on June 4, 2025, Commissioner Kennedy requested that the City Attorney provide guidance to the City Commission regarding the contract with GPK OET LLC, for 17.96 acres located on the northeast corner of Ocoee Apopka Road and Fullers Cross Road, and outline the necessary steps for its termination. After a comprehensive review of the contract's history, which began in August 2020, the requested guidance will be presented.

Issue:

City Attorney guidance to the City Commission regarding the contract by GPK OET LLC, and the necessary steps for its termination.

Recommendations:

City Attorney will provide guidance for further action.

Attachments:

1. Memo Regarding Analysis of Termination Options

Financial Impacts:

N/A

Type of Item: Regular

MEMORANDUM

TO: Mike Rumer, Assistant City Manager

FROM: Rick Geller, City Attorney

RE: Termination of GPK OET Purchase and Sale Agreement

Date: February 27, 2025

Question: Can the City lawfully terminate the GPK OET contract?

Short Answer: The City can declare GPK OET in default for: (1) failing to pay the \$5,000.00 Contract Fee; (2) failing to timely obtain Government Approvals; and (3) failing to pay \$30,000.00 to extend the Government Approval deadline. The Agreement states that “time shall be of the essence with respect to all matters contemplated by this Agreement.” GPK OET has failed to timely comply with all its obligations.

ANALYSIS

Timeline

The following is a timeline for GPK OET:

Oct. 12, 2020 – Effective Date per Purchase and Sale Agreement (the “PSA”)

Oct. 14, 2020 – Deadline to pay \$10,000.00 Initial Deposit **and** \$5,000.00 Contract Fee (5 days after full execution by Buyer on Oct. 9, 2020)

Dec. 19, 2020 – Due Diligence Termination Date (60 days after Effective Date)

Dec. 24, 2020 – Deadline to pay \$65,000.00 Second Deposit (5 days after Due Diligence Termination Date)

Dec. 19, 2021 – Deadline to obtain the Governmental Approvals

June 17, 2022 – Deadline to obtain the Governmental Approvals with two 90 day extensions for \$15,000.00 each, for a total of \$30,000.00.

Section 14.9 of the PSA states, “Time shall be of the essence with respect to all matters contemplated by this Agreement.”

GPK OET’s Breach of Contract

Our escrow records show \$75,000 transferred to our firm from Shuffield Lowman on Nov. 21, 2023, which is consistent with the Initial Deposit (\$10,000) and Second Deposit (\$65,000) required in the GPK OET PSA. We have no record of the \$5,000.00 Contract Fee. Nor do we have any record of any \$15K deposit to extend the deadline to obtain Governmental Approvals.

We do show a \$15,000 transfer to our escrow account from the City on Feb. 15, 2024, for a GPK affiliate, GPK TB, for a smaller 7-acre parcel that the City Commission approved for conveyance to a Montierre affiliate, MDTL ENTERPRISE, LLC. The closing on that parcel is scheduled for March 27, 2025.

Even if GPK OET were to cure its failure to pay the City the \$5,000.00 Contract Fee and \$30,000.00 in fees for extending the Government Approval deadline, the PSA does not contemplate an extension for Government Approvals beyond June 17, 2022.

It is well established in the case law that one party to a contract cannot prevent the other's performance and then declare a breach. Based on my discussions with staff, I am not aware of any material delays by the City in the processing of any application for Governmental Approvals.

Time is of the Essence Clause

A "time is of the essence clause" adds urgency to the contract to ensure that the parties abide by the timeline the contract is attempting to enforce. Normally, missing a deadline does not immediately translate to breaching a contract. However, in a contract that is more time-sensitive, a time is of the essence clause is used to ensure that the parties will stick to their deadlines and failing to do so is deemed a breach of contract.

No Waiver

The City Commission approved of an Amendment to the PSA on July 18, 2023 (executed on October 30, 2023), reducing the purchase price for right-of-way conveyance and reimbursement of \$54,380.00 in due diligence expenses by GPK OET." The Amendment did not waive the \$5,000.00 Contract Fee, the \$30,000.00 in governmental approval extension fees, or GPK OET's failure to timely obtain all Government Approvals. Section 14.3 of the original PSA states, "No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar)"

10 Day Cure Period and the City's Right to Terminate

If the City declares GPK OET in default for failing to pay the \$5,000.00 Contract Fee, for failing to pay \$30,000.00 to extend the Government Approval deadline, and for failing to timely obtain Governmental Approvals, and that the City intends to terminate the Agreement, GPK OET would have a 10 day cure period. Section 12.2 of the PSA states:

Default by Buyer. If Buyer shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Buyer's obligations under this Agreement and if such failure continues for ten (10) days after Seller provides Buyer and Escrow Agent with written notice thereof, and provided Seller is not in

default, then...Seller may, as its sole and exclusive remedy, terminate this Agreement and retain the Contract Fee and the Deposit as liquidated damages and as consideration for the acceptance of this Agreement and for taking the Property off the market, and not as a penalty.

GPK OET could not obtain all required Government Approvals within 10 days.

When the buyer is in breach, the City may return the Contract Fee and Deposit, as stated above. Otherwise, GPK OET would be entitled to the return of its \$75,000.00 deposit. Section 3.3 of the Purchase and Sale Agreement states in pertinent part:

Termination. Upon any termination of this Agreement by either of the parties hereto as expressly allowed under this Agreement (including, without limitation, any deemed termination): ... (b) the Deposit shall be delivered to the party that this Agreement specifies is entitled hereto; (c) all other documents, instruments, and funds delivered to Escrow Agent...shall be returned to the party that delivered the same thereto; and (d) the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement.

If the City terminates the Agreement, GPK OET would raise a claim for their \$75,000.00 deposit as well as the \$54,380.00 in due diligence expenses incurred, as stated in the Amendment to the PSA.

Information Needed for Further Analysis

Did GPK OET furnish the proof of \$1 million/incident and \$2 million/aggregate liability insurance required by Section 4.1.2.3 of the PSA? If not, this would be another grounds for asserting a breach of contract.