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

April 15, 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 Arbor Day Proclamation

  2025 Drop Savers Water Conservation Poster Contest Winners

- **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 April 1, 2025. **(City Clerk Sibbitt)**
  2. Notification of Initial Two-Year Term Ending for Two (2) District Members, One (1) At-Large Member, and One (1) Vacancy on the Human Relations Diversity Board. **(Deputy City Clerk Parks)**
  3. Approval of a Management Agreement with SSS Down To Earth OPCO LLC, for Interim Operator of Forest Lake Golf Course. **(Assistant City Manager Rumer)**
  4. Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for SFG Ocoee Owner, LP for the 409 Business Park, 409 Ocoee Apopka Rd. **(Development Engineer Keaton)**
  5. Approval to Terminate Contract #23-010 with Kimley-Horn & Associates to Update the City's Land Development Code. **(Development Services Director Ginger)**
  6. Approval to Trade in Older Firearms for Credit Towards the Purchase of New Rifles. **(Police Chief Ogburn)**
  7. Approval of Award of RFP 25-003 Pest Control and Fertilization Services for Athletic Fields. **(Procurement Manager Tolbert)**

8. Approval to Surplus and Replace Stand-by Generators for Ocoee Fire Stations. **(Assistant Public Works Director Gajadhar)**
9. Approval of Purchase of FY 2024-2025 Budgeted Vehicle. **(Assistant Public Works Director Gajadhar)**
10. Approval of the Agreement between the City of Ocoee and Fullers Crossing 429, LLC. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

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

11. Second Reading of Ordinance for FY 2025 Budget Amendment. **(Chief Accountant Meruena)**

- **PUBLIC HEARING**

12. First Reading Transmittal and Public Hearing of an Ordinance for Envision 2045 Ocoee Comprehensive Plan - Large Scale Plan Amendment to Replace Ocoee's Comprehensive Plan in its Entirety. **(Zoning Manager Whitfield)**

- **REGULAR AGENDA**

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

- **ADJOURNMENT**

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

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

Proclamation

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, Trees can reduce the erosion of our precious top soil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, and countless other wood products; and

WHEREAS, Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Trees, wherever they are planted, are a source of joy and spiritual renewal.

Now Therefore, I, Rusty Johnson, Mayor of the City of Ocoee, do hereby proclaim April 25, 2025, to be

ARBOR DAY

in the City of Ocoee, and urge all citizens to support efforts to protect our trees and woodlands and to support our City's urban forestry program, and I urge all citizens to plant trees to gladden hearts and promote the well-being of present and future generations.

IN WITNESS WHEROF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
15th day of April, 2025.

Rusty Johnson, Mayor

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

April 1, 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 **Ages Hart,** *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **Deputy City Clerk Parks** 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, and Deputy Clerk Parks

- **PRESENTATIONS AND PROCLAMATIONS** 6:16 PM

2025 Volunteer Month Proclamation – read and proclaimed by **Mayor Johnson**. Proclamation accepted by advisory board volunteers.

2025 Water Conservation Month Proclamation – read by **Commissioner Wilsen** and proclaimed by **Mayor Johnson**. Proclamation accepted by **Deirdre Irwin** on behalf of St. Johns Water Management District and the American Water Works Association (AWWA) Water Conservation Committee. **Ms. Irwin** congratulated Ocoee for being a leader in water conservation within the State of Florida.

- **STAFF REPORTS AND AGENDA REVIEW** 6:24 PM

City Manager Shadrix announced that the City has received $2.2 million in water resources grant funding. He also corrected a comment he made at the last meeting, clarifying that the City currently pays $0.61 per 1,000 gallons of reclaimed water. **Utilities Director Bolling** briefly summarized the two grants for which the City received notice of award this week; she also gave a reclaimed water supply update. **City Manager Shadrix** explained that the City is exploring multiple options and working diligently to mitigate customer impact.

Angel de la Portilla, *Orange County Redistricting Advisory Committee,* gave a brief update on the 2025 Mid-Decennial Redistricting, which resulted from Orange County voters approving a charter amendment in November 2024 to expand the number of commission districts from six to eight.

Commissioner Kennedy inquired how many residents are currently in [Orange County] District 2, and how many residents will be lost to the redistricting. **Mr. de la Portilla** addressed his question.

Commissioner Wilsen asked if all of Ocoee will remain within a single district, citing the historical makeup. **Mr. de la Portilla** addressed her question.

Commissioner Oliver inquired about the feasibility of using another City's reclaimed water backup system in light of Orange County's new rates and backup requirements. **City Manager Shadrix** responded to his inquiry. Discussion followed regarding the contents of the reclaimed water agreement and alternative supply options.

- **PUBLIC COMMENTS** 6:43 PM

The following persons addressed the City Commission:

- **Jim Moyer**, *Orange County Water and Soil Conservation District 2 Supervisor*, offered his support and commented on clean, accessible water from a global perspective. He also asked for permission to present a discussion on water at the next City Commission meeting.
- **Chris Buonomo,** *Ocoee Resident*, expressed his appreciation for the Arbor Code ordinance that was approved in February.
- **Stephen Lewis**, *President and CEO, West Orange Chamber of Commerce*, thanked the City Commission, City Manager, and City Staff for their help with the West Orange Chamber's signature event, Best Fest.
- **Michael Rogers**, *Ocoee Resident*, stated his opposition to the installation of Automatic License Plate Readers. He further stated concerns regarding urban camping and squatting on undeveloped land and inquired about the implementation of a calls for service website like what Orange County [Sheriff's Office] and Orlando Police Department have.

Police Chief Ogburn provided information on how the Automatic License Plate Readers will be used and how they will benefit the Ocoee Police Department. **Commissioner Kennedy** asked how long the cameras have been in use. **Police Chief Ogburn** addressed his question. **Mr. Rogers** inquired whether Flock Safety owns and operates the cameras. **Police Chief Ogburn** advised that Flock Safety manufactures the cameras and that they are owned by Orange County.

- **CONSENT AGENDA** 6:54 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-7; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held March 18, 2025. **(City Clerk Sibbitt)**
2. Approval for the 7-Eleven (Ocoee-Apopka Rd) Utility Easement. **(Development Engineer Keaton)**
3. Approval for Additional Automatic License Plate Readers (ALPR) within the City. **(Police Chief Ogburn)**
4. Approval to Award Request for Qualifications (RFQ) #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects. **(Procurement**

Manager Tolbert)

5. Approval to Execute Agreements for Installation of Second Centennial Mural. (**Redevelopment Program Manager Vaca**)
6. Approval of Change Order No. 3 for ITB #24-002 W. Oakland Avenue Reconstruction. **(Utilities Director Bolling)**
7. Approval to Replace Electrical Panels at City of Ocoee Lift Stations 17, 31, 34, 35, 41 & 60. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE** 6:55 PM

8. First Reading of Ordinance for FY 2025 Budget Amendment. **(Chief Accountant Meruena)**

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 -** None

- **PUBLIC HEARING -** None

- **REGULAR AGENDA** 6:55 PM

At the Mayor's request, Item #11 was moved out of agenda order and heard prior to Item #9.

9. Approval of Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Club, LLLP and Authorization to Release a Request for Proposal for a Permanent Operator. **(City Attorney Ardaman)**

City Attorney Ardaman provided a brief overview of the timeline and the process leading to the Seventh Amendment to the Ground Lease Agreement. He also gave a summary of the key points of the agreement.

The floor was opened for public comments, and no one wished to speak.

Commissioner Oliver voiced his dissatisfaction with the Seventh Amendment and the selection of the Interim Operator, as he would like to see a business plan prior to approving an operator. **Commissioner Wilsen** clarified that this agreement will enable the City to regain control of the golf course. **Commissioner Kennedy** expressed his agreement with how staff handled the agreement, given the limited data and information available to them.

Motion: Move to approve the Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Club; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried 3-2 with Commissioner Kennedy and Commissioner Oliver opposing.

10. Request for Selection of Interim Operator for Forest Lake Golf Course (May 1 – Nov. 2, 2025), located at 10521 Clarcona Ocoee Road. **(Assistant City Manager Rumer)**

Robert Utsey*, with ZHA*, provided a brief overview of the three proposals submitted by Down to Earth Golf, Tamarack, and Hampton Golf. He then invited the City Commission to ask questions.

Commissioner Kennedy asked Down to Earth what differentiates their firm from the other firms and **Down to Earth** highlighted that they manage five (5) clubs in the Central Florida area all with great success and they have all equipment and corporate infrastructure in place to take over the golf course immediately. **Commissioner Firstner** asked if there were any plans for immediate improvements, to which Down to Earth responded that they are always focused on making improvements and are open to any suggestions the City may have. **Commissioner Oliver** asked about the monthly operating expenses for a golf course like Forest Lake in its current condition. **Down to Earth** responded that the expenses would likely be around $200,000 per month. **Commissioner Oliver** asked if they planned to respond to the RFP to become the permanent operator, and **Down to Earth** confirmed they would.

Rocky Hodge, *Owner of Tamarack,* gave a summary of their proposal. **Commissioner Kennedy** asked what differentiates their club from the other two clubs and for a brief background summary of their experience, to which **Mr. Hodge** stated that he purchased his current golf club in 2022 and emphasized that he has many years of business experience. **Commissioner Wilsen** inquired about the status of the current liquor licenses, and Mr. Utsey confirmed that they can be transferred. **Commissioner Firstner** asked if Tamarack plans to retain the current staff, to which **Mr. Hodge** affirmed that he is comfortable with keeping the existing staff. **Commissioner Firstner** inquired if Tamarack will be responding to the RFP for permanent operator and **Mr. Hodge** confirmed yes. **Commissioner Oliver** questioned their expenses and revenue to which **Mr. Hodge** responded to his questions.

Travis Norman, *COO and Owner of Hampton Golf*, provided a brief overview of his proposal, along with a background on his firm. **Commissioner Kennedy** asked how long they have been in business, and **Mr. Norman** responded that it has been twenty-six (26) years. **Commissioner Firstner** inquired about the staff and resources available to operate the golf course if necessary, and **Mr. Norman** confirmed they have ample staff and resources. **Commissioner Oliver** asked for clarification on their proposal and whether their plan was to start with a clean slate. **Mr. Hodge** confirmed that this was the case and explained that, after the initial six (6) months, they would be in a better position to provide more accurate data.

Commissioner Kennedy asked Mr. Utsey to confirm whether the three (3) proposers planned to retain the current staff, and he confirmed. **Commissioner Kennedy** then requested that Mr. Utsey address the operating capital, the current condition of the golf course, and the RFP, to which **Mr. Utsey** responded to each inquiry. **Mayor Johnson** stated that the City will need

staff to monitor the golf course regularly to ensure it meets the City's standards, and **City Manager** Shadrix confirmed.

Meeting paused for recess at 8:12pm and resumed at 8:20pm. **8:12 PM – 8:20 PM**

Motion: Move to select Hampton Golf as the Interim Operator for the Forest Lake Golf Course (May 1 – Nov. 2); Moved by Commissioner Kennedy. Motion failed due to lack of a second.

Motion: Move to select Down to Earth as the Interim Operator for the Forest Lake Golf Course (May 1 – Nov. 2); Moved by Commissioner Oliver, seconded by Commissioner Kennedy; Motion carried 3-2 with Mayor Johnson and Commissioner Wilsen opposing.

11. Discussion and Direction Regarding the 2025 Neighborhood Matching Grant Program. **(Parks and Leisure Services Deputy Director Gaines)**

Parks and Leisure Services Deputy Director Gaines requested direction from the Commission regarding whether to accept applications from last year's grant recipients, given the low number of submissions for this year. **Commissioner Wilsen** questioned if permitting last year's recipients to reapply would provide enough time for new applicants to gather the necessary information. She proposed extending the application deadline by two weeks.

Commissioner Kennedy expressed his desire to extend this year's application deadline and revamp the application and process for future years. **Mayor Johnson** suggested that the application requirements and process be reviewed during this year's budget discussions. **Commissioner Oliver** asked when the public was notified about the grant and what steps the City had taken to advertise it, and **Parks and Leisure Services Deputy Director Gaines** responded to his questions.

Motion: Move to extend the Neighborhood Matching Grant Program Application due date to April 25, 2025, accept applications from last year's grant recipients, and discuss the application and process during this year's budget process; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried unanimously.

Mayor Johnson announced the upcoming City events for the month of April 2025. **8:22 PM**

- **COMMENTS FROM COMMISSIONERS** **8:24 PM**

Commissioner Oliver – Commented on the following: **8:24 PM – 8:27 PM**

1) Stated that Clarcona-Ocoee Road from 429 to Apopka-Vineland Road is in poor condition and requested for Staff to reach out to the County to investigate it.

2) Asked if the reclaimed water grant will allow the City to install reclaim in some of the City's older neighborhoods. **City Manager Shadrix** stated that the grant is slated for an existing

reclaimed water main project that will connect to a new storage tank at the end of Nicole Boulevard, which will provide supply to that area of town. He explained that he is not able to fully answer the Commissioner's question at this time as Staff is studying long-term solutions for the overall reclaim issue; he further advised that the plan will be brought back to Commission on a regular basis to keep everyone apprised.

3) Read an inspirational quote.

Commissioner Firstner – Commented on the following: **8:27 PM – 8:28 PM**

1) Thanked staff for the graphics on the city bus.
2) Provided the date of the City's Centennial Celebration.
3) Announced the Citizens Public Safety Academy dates.

Commissioner Wilsen – Commented on the following: **8:28 PM – 8:32 PM**

1) Thanked the City's volunteers for their service.
2) Announced the Wawa opening date.
3) Advised that it is legislative time and encouraged residents to review bills that affect our community and reach out to their legislators. She further discussed the *Live Local Act* and letting cities make decisions that affect their residents locally. **Mayor Johnson** advised residents to pay attention to the *Live Local Act* with respect to the housing proposed along Clarke Road. **Commissioner Kennedy** suggested that Commissioner Wilsen was referring to *Home Rule*, not the *Live Local Act.* **Commissioner Wilsen** responded in the affirmative and clarified that *Home Rule* is the correct term for local government making decisions for their constituents locally, and the *Live Local Act* refers to housing.

Mayor Johnson – Commented on the following: **8:32 – 8:33 PM**

1) Thanked City Staff for their efforts to support the West Orange Chamber of Commerce in making Best Fest successful.
2) Commented on the long-term availability of reclaimed water throughout the City.

Commissioner Kennedy – Commented on the following: **8:33 PM – 8:37 PM**

1) Thanked the City Manager and the Utilities staff for the thorough presentation clarifying the reclaimed water issue.
2) Explained his long-time association with the Forest Lake Golf Club, his historical concerns regarding the golf course's maintenance and condition, and why he voted in opposition to the Seventh Amendment to the Ground Lease Agreement.

Mayor Johnson – Commented on the following: **8:37 – 8:38 PM**

1) Mentioned that he had also complained about the golf course's condition several times in the past. He noted that he was present the day of the groundbreaking and is disappointed to see what has become of it. He further discussed his hopes for the future and potential activities at the golf course.

- **ADJOURNMENT** 8:38 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____

Victoria Parks, Acting City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Notification of Initial Two-Year Term Ending for Two (2) District Members, One (1) At-Large Member, and One (1) Vacancy on the Human Relations Diversity Board. (Deputy City Clerk Parks)

Background Summary:

The Human Relations Diversity Board (HRDB) was established by resolution on September 16, 2003. Subsequent amendments to the resolution followed, with the most recent amendment providing for changes to membership and clarifying requirements as adopted by Resolution 2023-01 on January 17, 2023. The HRDB's general mission is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. The board consists of seven (7) voting members: five (5) members are appointed by the City Commissioners, with each Commissioner selecting one member from their respective district, and the Mayor appointing one member from any district. Additionally, two (2) at-large members are chosen by the City Commissioners from a pool of eligible applicants who have submitted an application to serve on City Boards.

In accordance with the by-laws, effective January 1, 2023, the member appointed from District 1, the member appointed from District 3, and the first of the two (2) at-large members shall serve a two (2) year term. Those terms will expire in May 2025. Additionally, there is also a vacancy in District 4, as that member resigned. At the May 6, 2025, City Commission Meeting, the Commissioners for Districts 1 and 3 may either reappoint the current members or select new individuals who have expressed interest and submitted applications to the City Clerk's Office. These appointments will serve 3-year terms, expiring in May 2028. The City Commission will appoint one (1) at-large member from a list of eligible applicants to serve a 3-year term, also set to expire in May 2028. The District 4 Commissioner will fill the vacant seat for that district, with a new appointment to complete the current 3-year term, which will expire in May 2026. As of April 8, 2025, the City Clerk's Office has received two applications from current members seeking reappointment: Hemraj (Vinny) Singh, who is the current member for the District 1 seat and Kellie Beck, who is the current member for the first of the two at-large seats.

Issue:

Provide notification to the Honorable Mayor and City Commissioners of the initial two-year term ending for two (2) district members, one (1) at-large member, and the vacancy of the District 4 member on the HRDB. These appointments will be made at the May 6, 2025, Regular City Commission Meeting.

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners appoint three (3) members to the HRDB to

complete a 3-year term and the District 4 Commissioner appoint one (1) member to fill a vacant seat and complete the current 3-year term, at the May 6, 2025, Regular City Commission Meeting.

Attachments:
1. HRDB Board List
2. By-Laws - Membership Excerpt
3. HRDB Application - Hemraj (Vinny) Singh
4. HRDB Application - Kellie Beck

Financial Impacts:
None.

Type of Item: Consent

HUMAN RELATIONS/DIVERSITY BOARD

Created by Res. #2003-21 on September 16, 2003; and
amended by Res. #2004-11; amended by Res. #2010-10; amended by Res. #2013-07; amended by Res. #2015-014;
amended by Res. #2016-009; amended by Res. #2021-002; and amended by Res. #2023-01.
No less than 5 members, no more than 7 members - (3 year terms)

Member	District	Email	Term Expires
1. William Maxwell	M (2)	wemaxcom@aol.com	May 2026
2. Vinny Singh	1	hemrajvsingh@yahoo.com	May 2025*
3. Michelle Cummings	2	Macummings0522@gmail.com	May 2026
4. Josh Cease	3	josh@livingframes.tv	May 2025*
5. Vacant	4		May 2026
6. Kellie Beck	Member At-Large (1)	kellieabeck@gmail.com	May 2025*
7. Jason Mellen	Member At-Large (4)	Jasonmellen74@gmail.com	May 2026

COMMISSION LIAISON *Non-voting member*

Rusty Johnson	Mayor	407-905-3112 rjohnson@ocoee.org

STAFF LIAISON

Doug Gaines Assistant Director	Parks and Leisure Services	407-905-3100 ext. 9-1503 dgaines@ocoee.org

RECORDING CLERK

Angel Torres Administrative Assistant	City Clerk Dept.	407-905-3100 ext. 9-1022 atorres@ocoee.org

** First Term is a two-year term. After initial term it changes to a three-year term.*

EXHIBIT "A"

I. **Mission**:

The general mission of the Human Relations Diversity Board ("HRDB") is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

II. **Objectives**:

A. Foster mutual understanding and **respect** among all persons emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to the elimination of prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encouraging equality of treatment for, and preventing discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

III. **Membership**:

A. The HRDB shall consist of no less than five (5) and no more than seven (7) voting members. The City Commission shall designate one member of the City Commission, and the City Manager shall designate one member of staff, both of whom will serve as liaisons (non-voting) members. The duties of the liaisons appointed by the Commission and City Manager are to assist the HRDB in attaining the HRDB objectives and report the HRDB's progress to the Commission and City Manager periodically - not to provide direction or directives to HRDB members or the HRDB in general unless the City Commission has authorized same. In addition, from time to time, the City Commission may designate one (1) member representing an organization with operations in the City (such as a church or other civic organization) to serve as a liaison (non-voting) member for a term determined by the City Commission. For the initial five (5) voting members, each City Commissioner shall appoint one (1) person from the Commissioner's district to be an HRDB member. The Mayor shall appoint one (1) person from any district to be an HRDB member. Two (2) additional at-large voting HRDB members will be appointed by the City Commission from a list of interested and eligible persons who have completed an Application for Serving on City Boards available from the City Clerk, and who are representative of the diversity of the community, including race, sex, age, religion, disability, sexual orientation, and ethnic group. The two (2) at-large members may be from any district, except that at no time shall both at-large members be from the same district. Members are expected to attend Board meetings and participate in a minimum of one Board-sponsored event per calendar year. Applicants for membership should anticipate that participation will require considerable devotion of personal time. Effective January 1, 2023, the member appointed from District 1, the member appointed from District 3, and the first of the two (2) at-large members shall serve a two

(2) year term and the member appointed from District 2, the member appointed from District 4, the member appointed by the Mayor and the second of the two (2) at-large members shall serve a three (3) year term. Once the terms of an original appointed member expires, subsequent, members shall serve a three (3) year term and may be reappointed, irrespective of the number of terms previously served. In the event of a vacancy in a member appointed by a City Commissioner, the applicable City Commissioner shall appoint the new member from that Commissioner's district. In the event of a vacancy in a member appointed by the Mayor, the Mayor shall appoint the new member from any district. In the event of a vacancy in an at-large member, the City Commission shall appoint the new member from any district other than the district of any current at-large member. Subsequent at-large members shall meet the same requirements as the initial at-large members. Vacancies shall remain vacant until appointed as provided herein.

B. Only those persons who reside in Ocoee shall be eligible for membership. Persons who were convicted of a felony or a misdemeanor involving moral turpitude are ineligible.

C. Members of the HRDB shall meet as determined by, and in accordance with, the provisions of the Bylaws for the HRDB and/or at such other times as may be called by the Chair thereof. Notice of each meeting shall be provided to all members of the HRDB within a reasonable time prior to the meeting. All meetings of the HRDB will be open to the public with notice of the place, day, and hour of the meeting posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting.

D. Members shall be subject to the Florida Sunshine Law and Robert's Rules or Order.

E. The members of the HRDB may not vote upon a matter at a meeting unless 50% plus one of the members (a quorum) is present. Liaison members, because they are non-voting, are not to be included in a count of the members for the purpose of determining whether a quorum is present.

F. All members serve at the pleasure of the City Commission and may be removed for cause at any time. In no event will the HRDB have the authority to remove any member. Any member who misses three consecutive regular meetings or five regular meetings in a 12-month period or does not participate in one board-sponsored event shall be deemed to have resigned by the HRDB. Any member submitting a voluntary resignation must do so in writing to the City Clerk.

G. Each member shall attend and complete diversity training and ethics training within twelve (12) months of being appointed. Such training will be paid for by the City and directed by the City Clerk.

IV. **Bylaws**:

The Bylaws for the HRDB shall be as set forth below, which are attached hereto and incorporated herein by reference.

APPLICATION FOR SERVING ON CITY BOARDS

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

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

Name (please print) Hemraj (Vinny) Singh E-mail Address hemrajvsingh@yahoo.com

Home Address 2836 Pythagoras Circle

Phone 917-589-0284 City Resident at Least 6 Months? ☑ Yes ☐ No City District # 1

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

Place of Work LHH Position Sr. Financial Analyst

Business Address _____

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

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

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

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

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

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

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

Is this for Reappointment? ☑ Yes ☐ No

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

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

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☐ No

Education: Bachelors of Science in Finance & Accounting

Experience: 25 plus years

Special Knowledge or Skills: Proficient in MS Excel, Access, SQL.

Community/Civic Organizations & Involvement: I am the President of my HOA

Hobbies or Special Interests: Sports, Chess & Music.

ACKNOWLEDGMENT (Check Below):

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

STATE REPORTING REQUIREMENTS

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

Race
- ○ African-American
- ◉ Asian- American
- ○ Hispanic-American
- ○ Native American
- ○ Caucasian

Gender
- ◉ Male
- ○ Female

Disability
- ☐ Physically Disabled

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

Signature Hemraj Singh Date 4/4/25

APPLICATION FOR SERVING ON CITY BOARDS

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

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

Name (please print) Kellie Beck E-mail Address KellieABeck@gmail.com

Home Address 2551 Sweet Viburnum Way

Phone 407-446-3207 City Resident at Least 6 Months? ☑ Yes ☐ No City District # 1

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

Place of Work Crowley Maritime Position Manager Learning Operations

Business Address Jacksonville, FL

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

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

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

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

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

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

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

Is this for Reappointment? ☑ Yes ☐ No

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

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

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☑ No

Education: Bachelors Mathematics Education - Summa Cum Laude - FSU

Experience: Background in Learning & Development and trained in supporting Diversity

Special Knowledge or Skills: Data analysis, graphic design

Community/Civic Organizations & Involvement: Current Chair City of Ocoee HRDB

Hobbies or Special Interests:

ACKNOWLEDGMENT (Check Below):

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

STATE REPORTING REQUIREMENTS

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

Race
- ○ African-American
- ○ Asian- American
- ○ Hispanic-American
- ○ Native American
- ◉ Caucasian

Gender
- ○ Male
- ◉ Female

Disability
- ☐ Physically Disabled

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

Signature Kellie Beck Date 4-4-25

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 3

Contact Name: Dan Abdo, Michael Rumer
Contact Number: Ext. 5101, Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of a Management Agreement with SSS Down To Earth OPCO LLC, for Interim Operator of Forest Lake Golf Course. (Assistant City Manager Rumer)

Background Summary: On April 1, 2025, the City Commission selected SSS Down To Earth OPCO LLC (DTE), to take over the Forest Lake Golf Course Interim operations. DTE was selected from three (3) qualified local vendors to take over the Golf Course's interim operations from May 1, 2025, to November 3, 2025. This interim management plan implements an interim operator that is tasked with creating a first-class maintenance program for the Golf Club, which will result in optimum agronomic, turf and playing conditions on a year-round basis, taking into consideration an Operating Plan approved by the City.
Additional items of interest are:

- Restaurant / Food and Beverage Operations. Manager shall perform all the food and beverage operations at the Golf Club, including banquet/catering services.
- Resident Rate. Manager shall implement a discounted greens fee rate for all Ocoee Residents, subject to additional terms, conditions, and restrictions from Owner.
- Golf Shop. Manager will provide operations in the Golf Shop consistent with the Golf Club Quality Standard
- Driving Range. The driving range shall be open from dawn to dusk every day that the Golf Course is open for play.
- Manager shall comply with all requirements of any Permits and with all Laws applicable to the Effluent System permit.

As reviewed and approved by the Commission at the April 1, City Commission meeting, the Management Fee for DTE is based on the following:

1. Base Management Fee. Manager shall be paid a base management fee in the amount of Five Thousand and No/00 Dollars ($5,000.00) per month. The Base Management Fee shall be comprehensive of all of Manager's expenses, and except as expressly set forth herein and/or in the Operating Plan, or as otherwise approved, in writing, by Owner, no administrative expenses or additional overhead or other direct or indirect costs of Manager shall be billed directly or indirectly to Owner.

2. Incentive Fee. Manager shall share any Net Income received by Owner, reconciled on a monthly basis, in a ratio of seventy percent (70%) to Owner and thirty percent (30%) to the Manager, provided that the Incentive Fee shall not exceed Four Thousand Dollars ($4,000.00) per month.

3. Management Fee Cap. The Management Fee shall not exceed Nine Thousand Dollars ($9,000.00) in any calendar month during the Term.

Issue:
Should the Honorable Mayor and City Commissioners approve a Management Agreement for the Interim Operations of Forest Lake Golf Course with Down To Earth for a period from May 1, 2025, to November 3, 2025?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners approve a Management Agreement for the Interim Operations of Forest Lake Golf Course with Down To Earth for a period from May 1, 2025, to November 3, 2025?

Attachments:
1. Forest Lake Golf Management Agreement_DTE_04102025

Financial Impacts:
A Base Management fee of $5,000.00 per month will be paid from the Golf Course Operating Account on a monthly basis in accordance with this Agreement.

Type of Item: Consent

MANAGEMENT AGREEMENT

Forest Lake Golf Club

This Management Agreement (this "**Agreement**") is made and entered into effective as of the Effective Date between CITY OF OCOEE, a Florida municipal corporation ("**Owner**"), and _____, a _____ ("**Manager**").

A. Owner is the sole owner of Forest Lake Golf Club, which consists of an 18-hole championship golf course ("**Golf Course**") and certain related improvements, including without limitation, the Clubhouse, a driving range, parking areas, a golf maintenance building, a golf cart storage building, practice green, parking areas, restrooms, water elements, cart paths, and related landscaping, and an effluent transmission, disposal, and re-use facility ("**Effluent System**"), all of which comprises approximately 229+/- acres of land located in Orange County, Florida (the "**Land**"). The Golf Course and the Land are referred to collectively as the "**Golf Club**".

B. Manager desires to manage and operate the Golf Club in accordance with this Agreement.

C. Owner is in the process of procuring a new tenant ("**Tenant**") via a public solicitation for a request for proposals ("**RFP**") for the management and operation of the Golf Club, however, in the interim and prior to Tenant leasing the Golf Club, Owner has determined that it is in Owner's best interest to engage Manager to manage and operate the Golf Club pursuant to the terms and conditions of this Agreement, and Manager is willing to accept such obligations pursuant to such terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions. The following definitions and basic terms shall have the indicated meanings when used in this Agreement:

(a) "**Accountant**" means collectively the firm(s) of accountants as selected by Owner, in Owner's sole discretion, servicing the books and records related to the Golf Club or otherwise assisting Owner in relation to the Golf Club under this Agreement.

(b) "**Affiliate**" shall mean, with respect to any entity, (a) officers, directors, members, managers or employees of, or general partner in such entity, and (b) any individual, corporation, limited liability company, partner, partnership, trust or other entity which owns or controls, or is owned or controlled by, or is under common ownership or control with such entity. As used herein the term "control" shall mean the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of partnership interests or voting securities, by contract, by appointment to a managerial position, or otherwise.

(c) "**Affiliated Facilities**" shall mean all golf course facilities managed or operated by Manager throughout the world, including without limitation, if designated as such by Manager, golf facilities operated by an Affiliate of Manager.

(d) "**Bookings**" shall mean all bookings, contracts or other reservations (including, without limitation, any booking for which a written proposal has been made by or on behalf of Manager and accepted by the recipient thereof or for which a written proposal has been received and accepted by or on behalf of Owner, regardless of whether any deposit or other amount has been received with respect thereto, or not) for, and all vouchers with respect to the future use of the facilities and services of the Golf Club, with respect to any period from and after the Commencement Date, together with any payments and/or other considerations related thereto, and all cash or cash equivalent deposits for the Bookings (other than any such deposits which have been irrevocably forfeited by the depositing party and with respect to which Owner is no longer obligated to provide any goods or services).

(e) "**Contractor(s)**" means collectively all contractors and professionals, including without limitation, any engineer, architect, surveyor, design professional, consultant, subcontractor, service provider, vendor, materialmen, or supplier retained by Manager and involved in any way in the improvement, repair, maintenance, and/or construction of any

improvements and/or other portions of the Golf Club, which all such parties shall be subject to the prior written approval of Owner, which such approval shall not be unreasonably withheld, conditioned, or delayed.

(f) "**City Manager**" shall mean the person holding the position of "City Manager" of the City.

(g) "**Executive Employees**" shall mean the General Manager, Director of Golf, Food and Beverage Manager, Kitchen Manager / Chef, and Golf Course Superintendent at the Golf Club.

(h) "**Capital Improvement**" shall mean any alteration of, addition to, or rebuilding or renovation of, the Golf Club, the cost of which is not deductible for income tax purposes but is, instead, added to the applicable improvement's basis.

(i) "**Clubhouse**" shall mean the clubhouse facility located on the Golf Club consisting of offices, the Golf Shop, men's and women's locker rooms, the Restaurant, and other related facilities.

(j) "**Commencement Date**" means the date that Owner obtains City Commission Approval.

(k) "**Current Tenant**" means collectively Forest Lake Golf Club, LLLP, a Florida limited liability limited partnership, and its respective affiliates and subsidiaries.

(l) "**Employees**" means all on-site employees hired or retained by Manager in connection with the operation, management, and maintenance of the Golf Club and pursuant to the Operating Plan.

(m) "**Excusable Delay**" shall mean any strike, organized labor disputes, governmental preemption in connection with a national emergency, any rule, order or regulation of any governmental agency, conditions of supply or demand which are affected by war or other national, state or municipal emergency, or any other cause or any cause beyond a party's reasonable control. The parties acknowledge and agree that either party's incompetence or failure to deploy reasonable resources to meet its obligations hereunder shall not be deemed to constitute an Excusable Delay.

(n) "**Expiration Date**" shall mean the effective date of termination of this Agreement, which shall be October 31, 2025, unless extended or sooner terminated as provided in this Agreement.

(o) "**GAAP**" shall mean generally accepted accounting principles, which are the standard framework of accounting guidelines developed by the Financial Accounting Standards Board and used in the United States.

(p) "**Golf Cart Lease**" means that certain Equipment Lease Agreement between Current Tenant and PNC Bank, National Association, dated April 12, 2024.

(q) "**Golf Club Bank Accounts**" means collectively the Revenue Account and the Operating Account, which shall constitute the entire system of accounts used for the operation and use of the Golf Club and which shall be interest bearing to the extent reasonably practical.

(r) "**Golf Club Quality Standard**" shall mean a level of service which is above average in customer response, quality of service, compassion and warmth, all in accordance with the service level criteria and performance standards set forth in the Operating Plan and as otherwise stated in this Agreement.

(s) "**Golf Shop**" shall mean the retail store located within the Clubhouse.

(t) "**Gross Revenue**" shall mean all amounts received or receivable of any kind, whether in cash, credit, barter, trade, or otherwise, derived from or connected to the operation, use, or occupancy of all or any portion of the Golf Club whatsoever, and/or its various components, without deduction for expenses, taxes, or other costs, determined on an accrual basis in accordance with GAAP consistently applied, including without limitation, greens fees, cart fees, rental fees, membership fees and dues (including initiation, monthly, annual, and/or seasonal fees and dues), driving range revenue, storage charges, parking, lesson fees and other amounts received as compensation for lessons and clinics, usage fees, initiation fees, subscription charges, booking fees, including online and/or third-party bookings and commissions, cancellation fees, late charges; event fees, tournament fees, and other activity-based revenue; Golf Shop revenue and retail

merchandise sales; food and beverage sales; all concession or vendor revenue, regardless of whether received directly or indirectly, including vendor rebates, kickbacks, incentive payments, trade credits, and volume discounts; sponsorships, advertising, marketing, promotional, and all intellectual rights-related revenue, ATM, vending, coin-operated, and ancillary service income, all proceeds from the sale or redemption of gift cards, stored value cards, or similar instruments, and shall also include any breakage income recognized in accordance with GAAP, regardless of when the original payment for such instruments was received, insurance proceeds related to lost income and/or business interruption (net of the reasonable cost of settling such claim with insurance carrier), redeemed gift cards, forfeited deposits, and credit balances; and all other revenue of any kind derived from the Golf Club and/or its operations. The following shall be excluded from Gross Revenue, only to the extent expressly approved in writing by Owner, which approval may be withheld in Owner's sole and absolute discretion, properly documented refunds or credits issued to customers for goods returned or services not rendered, provided such refunds are not retained by Manager; proceeds from insurance policies compensating solely for physical damage to property or equipment (excluding any business interruption, loss of use, or similar coverages); revenue from the sale of capital equipment not held for resale and not regularly used in the operation of the Golf Club; funds collected and remitted in full to IRS-recognized charities, with no portion retained by Manager; condemnation awards, except for temporary takings that compensate for lost income; rebates or discounts from suppliers, and promotional refunds provided only when pre-approved in writing by Owner, and not used to reduce reported Gross Revenue unless such rebates are passed directly to customers with written documentation; excise, sales, use, gross receipts, and similar taxes collected from customers and paid to governmental authorities, provided such taxes are separately stated on customer invoices; tips or gratuities actually paid in full to Employees, and service charges billed to customers that are distributed entirely to staff as gratuities and not retained by Manager; revenues earned directly by licensees, concessionaires, or vending operators, except to the extent Manager receives compensation in lieu of rent or commissions tied to Golf Revenue; interest income, financing proceeds, condemnation proceeds (excluding temporary takings), insurance proceeds (other than business interruption), and any other capital transaction income; the portion of fees customarily retained by golf professionals or other contractors for private lessons or services, pursuant to a written agreement approved by Owner; the value of merchandise, supplies, or equipment returned to suppliers, and vendor refunds unrelated to customer transactions; actual uncollectible receivables, provided that such amounts were previously included in Gross Revenue, Manager made commercially reasonable efforts to collect them, and supporting documentation is provided to and accepted by Owner. For clarity, gift card sales, stored value card redemptions, and any unredeemed balances (e.g., breakage) shall be included in Gross Revenue, and breakage may only be excluded upon express written approval of Owner and in accordance with GAAP. Gross Revenue shall be reported on an accrual basis, and shall include sales or services for which payment is not yet received. No discounts, offsets, allowances, voids, or adjustments shall reduce Gross Revenue unless approved in writing by Owner and fully documented.

(u) "**Hazardous Materials**" shall include, but not be limited to: (i) any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, solid, liquid, gas, device, form of energy, material, pollutant, contaminant, or waste or component thereof, (ii) petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, biohazards, infectious or medical waste and "sharps", printing inks, acids, DDT, pesticides, ammonia compounds, and any other items which now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals or the presence of which require investigation or remediation under any Law or governmental policy, and (iii) any item defined as a "hazardous substance", "hazardous material", "hazardous waste", "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Clean Water Act, 33 U.S.C. §1251, et seq., Safe Drinking Water Act, 14 U.S.C. §300f, et seq., Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Atomic Energy Act of 1954, 42 U.S.C. §2014 et seq., and any similar federal, state or local Laws, and all regulations, guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time.

(v) "**Intellectual Property**" shall mean (i) all trademarks, service marks, trade names, domain names, URL's, websites, brands, logos, signs or symbols, copyrights and/or other intellectual property (whether or not registered and, if applicable, including, without limitation, pending applications for registration), owned, used, licensed or controlled by Owner and/or relating to the Golf Club and/or the operation thereof, (ii) all telephone numbers (including facsimile numbers) related to the Golf Club, and (iii) all marketing materials, advertising materials, promotional materials and any directory listing used in the operation of the Golf Club.

(w) "**Law(s)**" shall mean all applicable federal, state, county, municipal and other governmental laws, constitutions, statutes, ordinances, codes, orders, authorizations, regulations, resolutions, rules, requirements and directives and all decisions, judgments, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities

construing any of the foregoing, together with all Permits and obligations granted to or imposed upon Owner and/or Manager with respect to the Golf Club by any governmental entity from time to time.

(x) "**Management Fee**" means collectively the Base Management Fee and the Incentive Fee.

(y) "**Manager Representative**" means Nick Dunleavy, an individual.

(z) "**Mold**" means an organism of the class fungi that causes disintegration of organic matter and produces spores, and includes any spores, hyphae, and mycotoxins produced by mold, as defined under Florida Statutes § 468.8411(2), and this includes, without limitation, all toxigenic, pathogenic, or allergenic species of mold or fungi, whether visible or hidden, that may pose a risk to human health, cause damage to property, or interfere with the lawful, safe, or sanitary use of any building, structure, or improvements located on the Golf Club.

(aa) "**Net Income**" means the amount by which Gross Revenue exceed Operating Expenses for a given month during the Term. Net Income shall be calculated on an accrual basis, in accordance with GAAP, consistently applied, and shall reflect only those revenues and expenses properly included in accordance with the definitions and limitations set forth in this Agreement, including but not limited to the exclusions from Gross Revenue and Operating Expenses. For clarity, Net Income shall not be reduced by any capital expenditures (unless expressly approved, in writing, by Owner and specifically designated to be treated as Operating Expenses), any bonuses, incentive compensation, or profit-sharing amounts paid to Manager or Manager's employees (unless pre-approved and included as Operating Expenses in accordance with this Agreement), any depreciation, amortization, or non-cash accounting adjustments not otherwise required under GAAP for revenue recognition, any corporate overhead, indirect costs, affiliate markups, or other amounts excluded from Operating Expenses under this Agreement, or any unapproved write-offs, reserves, or accruals without supporting documentation and Owner consent. In the event of a dispute concerning the calculation of Net Income, Accountant's determination shall control unless Manager demonstrates, by clear and convincing evidence and supported by a third-party audit, that such determination materially deviates from GAAP or the terms of this Agreement.

(bb) "**Operating Contracts**" shall mean all contracts and agreement now or hereafter entered into for the management, maintenance, and operation of the Golf Club, including without limitation, all such contracts for utilities to be provided for the Golf Club and all such contracts for any Personal Property such as (i) all leases and other similar agreements by which Owner or Manager (as applicable) has the right to use or possess any Personal Property and any other equipment used in the operation of the Golf Club, (ii) all service, maintenance, management, distribution, marketing, supply, franchise and/or license agreements and any other agreements relating to the operation of the Golf Club, and (iii) all assignable licenses (including, without limitation, liquor licenses, if applicable) issued in connection with the Golf Club.

(cc) "**Operating Expenses**" means all actual, necessary, and reasonable costs and expenses directly and exclusively related to the operation, maintenance, and management of the Golf Club, and incurred in the ordinary course of business, in accordance with the Operating Plan and this Agreement, and subject to Owner's written approval and oversight as provided herein. Operating Expenses shall include, without limitation, salaries, wages, benefits, payroll taxes, workers' compensation insurance, and related labor costs for Employees (excluding bonuses, incentive pay, or profit sharing), utility costs (electricity, gas, water, sewer, internet, trash), janitorial, maintenance, landscaping, pest control, and security services; Supplies and consumables used in operations, lease payments and minor repairs for leased equipment used exclusively at the Golf Club, equipment rental (non-capital) and ordinary course maintenance expenses, advertising, marketing, and promotional expenses approved in the Operating Plan, up to an annual cap set forth in the Approved Budget, or, if not stated in the Approved Budget, as set by Owner, insurance premiums and deductibles, excluding any form of self-insurance, reserves, or captive insurance plans, the Management Fee and any other fees or reimbursements due to Manager under this Agreement, and all other expenses specifically identified as "Operating Expenses" elsewhere in this Agreement. Operating Expenses shall expressly exclude, without limitation, any capital expenditures, unless specifically approved in writing by Owner; any compensation, benefits, bonuses, or incentive payments for any corporate, regional, or off-site employees of Manager, or any other personnel not physically located at and directly providing services to the Golf Club, unless such personnel are performing a clearly defined, essential function for the Golf Club, the scope and associated cost of such services are itemized in the Approved Budget, such cost is pre-approved in writing by Owner, and the expense represents fair market value for such services and contains no markup or embedded overhead allocation, bonuses or incentive compensation of any kind for Employees or off-site employees unless specifically included in the Approved Budget and pre-approved in writing by Owner, self-insurance, reserves, or captive insurance structures, overhead allocations, corporate administrative costs, shared services, or any indirect costs not specifically and solely related to Golf Club operations; fees

or costs paid to any affiliate or related party of Manager unless expressly pre-approved in writing by Owner and supported by third-party market pricing, any expenses resulting from Manager's negligence, willful misconduct, or breach of this Agreement, legal fees, claims, or settlements paid without Owner's direction or consent, and any duplicated, inflated, or undocumented charges. All Operating Expenses must be supported by detailed documentation and are subject to Owner's review and audit. Any disputes as to whether an expense qualifies as an Operating Expense shall be resolved in favor of Owner.

(dd) "**Operating Plan**" means collectively the Business Plan and the Annual Plan.

(ee) "**Operational Year**" shall mean November 1 to October 31 of each year during the Term.

(ff) "**OUA**" means collectively the Ocoee Utility Department and all other related utility authorities.

(gg) "**Owner Representative**" shall mean the individual(s) designated, in writing, by City Manager to whom Manager shall report.

(hh) "**Permits**" means collectively the Golf Club Permits, the Utility Permits, and all other related permits, licenses, authorizations, approvals, entitlements, consents, and variances, whether regulatory, governmental, quasi-governmental or otherwise, designated by Owner or necessary, appropriate, or required for the management, operation, and maintenance of Golf Club, the Effluent System, or any relation portion thereof.

(ii) "**Permitted Name**" shall mean the Forest Lake Golf Club, subject to change by Owner from time to time, at Owner's cost and expense.

(jj) "**Personal Property**" means all furniture, fixtures, appliances, machinery, vehicles, equipment, and Supplies used or useful in the operation of the Golf Club, including without limitation, golf carts, mowers, sprayers, vacuums, flags, grass seed, pesticides, herbicides, maintenance and janitorial equipment and supplies, office supplies, all furniture, furnishings, fixtures, equipment, inventory and supplies necessary or appropriate for the operation of the retail and food and beverage portions of the Golf Club in accordance with this Agreement, including without limitation, shelves, racks and display cases, Golf Shop inventory such as golf-related clothing, equipment and supplies, food and beverage inventories, paper supplies, cleaning materials and equipment, tables, chairs, linens, uniforms, eating utensils, dishes, glassware, cookware, stoves, ovens, dishwashers, computer equipment and communication equipment, and all artwork and lighting fixtures, office equipment and furnishings (including without limitation, all calculators, typewriters, word processors, and computer equipment), reservation terminal and reservation system equipment and software, cash registers, kitchen, lounge, and restaurant equipment and furnishings (including without limitation, all china, glassware, silverware and silver serving pieces, tables and chairs, podiums and staging platforms, and linens), audio visual equipment and sound systems, laundry and dry cleaning equipment, safes, safety deposit boxes, employee lockers, and all other furnishings and equipment used in connection with the ownership, operation, and maintenance of the Golf Club.

(kk) "**Reimbursable Expenses**" means collectively those certain actual out-of-pocket costs and expenses incurred by Manager in the performance of this Agreement (e.g., travel, postage, and other incidental costs), provided such costs and expenses are incurred by Manager in accordance with the Operating Plan.

(ll) "**Residents**" means those certain residents of the City of Ocoee, Florida.

(mm) "**Restaurant**" means the food and beverage facilities located at the Golf Club, including without limitation, the main indoor dining area known as the Rusty Niblick Grille, any bar or lounge areas serving food and/or beverages, any private dining or banquet rooms, all kitchen and food preparation areas, any take-out or quick service counters operated on-site, and all associated exterior spaces, including patios, terraces, covered porches, decks, and outdoor seating areas under the operational control of Manager or otherwise used in the service of food and beverage to patrons of the Golf Club.

(nn) "**Supplies**" shall mean all inventory and supplies, including without limitation, food and beverage inventory, Golf Shop inventory, supplies, glassware, plates, and similar supplies, and all other inventory and supplies of all kinds, whether used, unused, or held in reserve storage for future use in connection with the management, maintenance, and/or operation of the Golf Club.

2. Engagement.

(a) Agreement to Manage. Owner hereby appoints and retains Manager, and Manager hereby accepts such appointment and retention to act as consultant to Owner and as "manager" of the Golf Club during the Term with full power and authority to carry out all duties, obligations, and responsibilities of Manager under this Agreement, and otherwise upon the terms and subject to the conditions set forth herein.

(b) Standards of Performance. Manager accepts the relationship of trust and confidence established between Manager and Owner by the terms of this Agreement. Manager acknowledges that Owner has very substantial interests in maintaining the image, reputation, aesthetic appearance and quality of, and harmony among, the properties which surround the Golf Club and that the Golf Club will be used by Residents, Owner's employees, guests and invitees, and other patrons. Manager shall operate and maintain the Golf Club in accordance with the Golf Club Quality Standard and in accordance with the terms and conditions of the Operating Plan (or other applicable period) during the Term. Manager shall report to City Manager or Owner Representative concerning the management and operation of the Golf Club. Manager covenants with Owner to furnish Manager's best skill and judgment in performing Manager's obligations hereunder, and Manager shall at all times provide such consulting and managerial services in a manner which maintains the good name and business reputation of Owner and the Golf Club. Manager shall perform Manager's duties, obligations, and responsibilities under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interests of Owner, in accordance with the standards followed by Manager in Manager's role as manager of similarly situated golf course facilities operated by Manager, in accordance with the Golf Club Quality Standard, and in such manner so as to maximize Gross Revenue and minimize Operating Expenses, both as set forth in this Agreement and otherwise in connection with operation and maintenance of the Golf Club.

(c) Permitted Use. The Golf Club shall be used solely for the operation of a public (18) hole championship golf course, and retail golf shop, restaurant, driving range and such other uses and amenities as may be approved, in writing, by Owner, in Owner's sole discretion (the "**Permitted Use**"), and for no other uses or purposes. The Golf Club shall be used exclusively for the Permitted Use. No other use is allowed without prior written approval from Owner, which may be granted or withheld in Owner's sole discretion. Further, the Golf Club shall not be used for any prohibited uses or actions or illegal purpose, nor in any manner to invalidate either or both Owner's and Manager's insurance or to increase Owner's and/or Manager's insurance premium rates. The Golf Club shall only be operated under the Permitted Name and such name may not be changed without the prior written approval of Owner, which approval may be granted or withheld by Owner, in Owner's sole and absolute discretion. All uses of the Golf Club not expressly included within the Permitted Use shall be deemed prohibited.

3. Term. The term of this Agreement shall commence as of 12:01 a.m. Eastern Standard Time on the Commencement Date and shall continue until 11:59 p.m. Eastern Standard Time on the Expiration Date (the "**Term**") unless earlier terminated in accordance with Section 11 below.

4. Representations, Warranties, and Covenants of Manager. To induce Owner to enter into this Agreement, Manager hereby makes the representations warranties, and covenants in this Section as of the Effective Date and as of the Commencement Date, of which all such representations, warranties, and covenants shall remain true and correct, without change, at all times during the Term, upon which Manager acknowledges and agrees that Owner is entitled to rely:

(a) Manager (i) is a duly organized and validly existing limited liability company qualified to do business in the State of Florida, (ii) has the full right and authority to execute, deliver and perform all matters set forth in this Agreement, and (iii) has all necessary authorizations and approvals authorizing Manager to execute this Agreement.

(b) This Agreement constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, subject only to bankruptcy, insolvency or similar laws affecting enforcement of creditors' rights generally as the same may be applicable to any insolvency of Manager and subject to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(c) The execution and delivery by Manager of this Agreement and the performance by Manager of its obligations hereunder do not and will not conflict with, or result in a breach of or a default or violation under, any contract, lease, agreement or arrangement to which Manager is a party or any statute, decree, judgment, regulation, order or rule of any governmental authority having jurisdiction over Manager.

(d) There are no actions, suits, proceedings or investigations (including, without limitation, condemnation or similar proceedings) pending or threatened against Manager or its affiliates that would materially adversely affect performance by Manager hereunder and Manager is not aware of any facts which might result in any such action, suit or proceeding.

(e) Manager will, at Manager's own expense, obtain and keep in full force and effect Manager's legal existence and the rights required for Manager to observe all of the terms and conditions of this Agreement.

(f) Manager has knowledge, expertise and experience in managing, operating, maintaining, and promoting golf club facilities.

(g) Manager is not and will not be and will continue not to be bankrupt or insolvent as such terms are defined under the Laws.

(h) Manager has the financial wherewithal to perform Manager's obligations under this Agreement

(i) That neither Manager nor any affiliate of Manager is subject to sanctions of the United States of America or in violation of any Laws relating to terrorism or money laundering, including without limitation, the Executive Order and the Patriot Act. Neither Manager nor any affiliate of Manager is a Prohibited Person.

(j) That neither Manager nor any affiliate of Manager will knowingly (i) conduct any business or engage in making or receiving any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (ii) deal in, or otherwise engage in, any transaction relating to any property or interest in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act, nor is Manager nor any affiliate of Manager currently doing any of the things described in the immediate preceding sentences in this subsection as of the Effective Date.

(k) Manager shall promptly disclose to Owner, in writing, any conditions or events that arise or occur subsequent to the Effective Date that become known to Manager, and which contradict or modify any representation or warranty of Manager set forth in this Agreement

5. Operating Plan.

(a) Business Plan. On or before the Commencement Date, Manager shall prepare and submit to Owner, for Owner's prior written approval, a comprehensive written business plan for the management and operation of the Golf Club during the Term, such proposed plan, as approved, in writing, by Owner in accordance with the terms of this Agreement, referred to hereafter as the "**Business Plan**". The proposed business plan shall include, at a minimum, the following components:

(i) Transition Plan. A plan to ensure a smooth and efficient transition from Current Tenant to Manager that will outline Manager's overall transition process, which shall include Manager Representative overseeing all aspects of the transition and working directly with Current Tenant and Manager meeting with current employees and other personnel at the Golf Club for an informational session to explain Manager's expectations of each employee and Manager's policies and procedures, of which such meeting shall occur on or before five (5) days prior to the Commencement Date. Moreover, during the transition period, Manager shall establish vendor accounts with preferred pricing, set up bookkeeping and the Operating Account, acquire all point-of-sale systems, maintenance equipment is prepared and moved to the Golf Club by Manager, Personal Property is acquired as reasonably necessary and in accordance with the Approved Budget, all Supplies are ordered, website, social media, and other platforms are set up and content planned for launch as of the Commencement Date.

(ii) Executive Summary. A summary of Manager's goals and objectives for the Golf Club operations, including key performance indicators.

(iii) Operations Plan. A detailed plan for day-to-day operations, including maintenance schedules, hours of operation, and customer service standards.

(iv) Marketing Plan. A projected marketing plan for the Golf Club, which shall include a competitive course assessment, a market and tourism study, product positioning analysis, and review of the Golf Club's strengths, weaknesses, opportunities and threats, along with strategies for increasing rounds played, memberships, tournament bookings, food and beverage sales, and other revenue-generating activities.

(v) Merchandise Plan. An inventory list of merchandise and offerings to be sold from the Golf Shop that shall ensure that the Golf Shop is maintained and operated in accordance with the Golf Club Quality Standard.

(vi) Financial Plan and Budget. A detailed operating budget including projected revenues and expenses, cash flow projections, Capital Improvement needs, and pricing strategies for green fees, cart rentals, food and beverage, merchandise, and other services. For purposes of this Agreement, such proposed budget, as approved, in writing, by Owner in accordance with the terms of this Agreement, referred to hereafter as the "**Approved Budget**".

(vii) Capital Improvement Plan. A schedule and budget for any Capital Improvements or deferred maintenance recommended by Manager during the Term.

(viii) Staffing Plan. Organizational chart, staffing levels, position descriptions, hiring and training plans, and compensation structure.

(ix) Community Engagement Plan. A strategy for community involvement, including programming, partnerships, and public outreach.

(x) Environmental and Sustainability Practices. Proposed practices to ensure responsible use of resources, environmental compliance, and sustainability of course operations.

(xi) Risk Management Plan. Safety protocols, insurance coverage, and procedures for incident response and liability management.

(xii) Performance Metrics and Reporting. Key metrics by which Manager will evaluate and report on the success of operations and progress toward objectives, including proposed reporting intervals.

(b) Annual Plan. On or before August 1, 2025, Manager shall prepare and submit to Owner for Owner's prior written approval a proposed budget for the Golf Club for the Operational Year, such proposed budget, as approved, in writing, by Owner in accordance with the terms of this Agreement, referred to hereafter as the "**Annual Plan**". The Annual Plan shall include an operating budget containing estimates of all Gross Revenue and Operating Expenses for the Operational Year, including detailed expenditures for (i) property operation and maintenance, (ii) annual tree trimming and over seeding plan, (iii) repairs, replacements, and alterations which do not constitute Capital Improvements, (iv) Personal Property, and (v) a Capital Improvement plan for the Operational Year. The Annual Plan shall also include a golf maintenance plan for the Golf Course, including an environmental management plan, and a marketing and business plan for the Golf Club.

(c) Compliance. Manager shall fully comply with the Operating Plan (as applicable). Without the prior written consent of Owner, the actual amount expended by Manager for Operating Expenses shall not exceed the amount set forth in the Operating Plan (as applicable). Transfers of budgeted line-item expenditures shall be approved, in writing, by Owner. Notwithstanding the above, Manager shall be permitted to make additional expenditures not authorized under the applicable Operating Plan to the extent necessary to respond to an emergency situation which threatens public health and safety or an imminent threat of substantial damage to the Golf Club. In the event of an emergency which does not threaten public health and safety or an imminent threat to the Golf Club, but which materially impairs the ability of Manager to operate the Golf Club in a normal manner or is necessary to comply with any applicable insurance requirements, Manager shall submit an emergency funding request to City Manager and Owner Representative, and City Manager and Owner Representative shall take prompt action to respond to such request.

6. Duties and Obligations of Manager. Manager acknowledges that Owner has very substantial interests in maintaining the image, reputation, aesthetic appearance, and quality of, and harmony among, the Golf Club and other properties that surround the Golf Club, and that the Golf Club will be used by Residents and other patrons. Therefore, continuously throughout the Term, Manager shall perform and assume the following duties and obligations:

(a) Leadership and Guidance. Manager will provide a comprehensive analysis of all aspects of the existing goals in place for maintenance, operations and marketing of the Golf Club. Manager will work closely with Owner in defining the ongoing goals and visions for the Golf Club and will provide the Operating Plan based upon these conclusions. Manager will provide consistent guidance and vision to the Golf Club and take proactive steps to successfully operate the Golf Club and adhere to annual operating expectations. Manager will develop, support and implement a culture of excellence within the Golf Club based upon pride, respect, quality of service, and creating an exceptional experience for all patrons of the Golf Club.

(b) Comprehensive Pre-Commencement Inspection. Manager shall conduct a thorough and comprehensive inspection and evaluation of the Golf Club prior to the Commencement Date. Moreover, on or before April 16, 2025, Manager shall participate in a joint inspection of the Golf Club with Owner and Current Tenant to identify any outstanding maintenance, repair, or compliance issues. The purpose of said inspections is to ascertain, document, and verify the physical condition, operability, and adequacy of all aspects of the Golf Club and its associated infrastructure, improvements, and systems, as well as to establish a baseline condition prior to Manager's assumption of management responsibilities. No later than three (3) business days prior to the Commencement Date, Manager shall provide Owner a comprehensive analysis and report of all findings of Manager's inspections and evaluations of the Golf Club.

(c) General. Manager shall perform the duties set forth in this subsection and as provided elsewhere in this Agreement in accordance with sound management practices in a diligent, careful and vigilant manner, and in accordance with the Golf Club Quality Standard, and provided that Manager must so manage and operate within the parameters and limitations of the Operating Plan then in effect.

(i) Except as otherwise herein provided, Manager shall arrange for, coordinate, supervise, administer and manage all activities and services required for the promotion, management, operation and maintenance of the Golf Club in accordance with the Golf Club Quality Standard and in accordance with the other requirements of this Agreement. Manager shall use Manager's best efforts, due diligence and reasonable care and shall act at all times in good faith. Manager shall use its best efforts to comply with and abide by all Laws relating to the operation of the Golf Club, including without limitation, all Laws relating to employment, on the condition that Manager shall have the right, but not the obligation, in Manager's reasonable discretion, to contest or oppose, by appropriate legal proceedings, the validity or applicability of any Laws. Manager shall indemnify, defend, and hold harmless Owner Parties from and against and loss, cost, damage expense and including without limitation, attorneys' fees as a result of such contest or non-compliance.

(ii) Maintain in full force and effect all Operating Contracts (other than such Operating Contracts as may be replaced by a new Operating Contract) necessary or appropriate for the ongoing management, maintenance and operation of the Golf Club in accordance with this Agreement.

(iii) Supervise the management of play on the Golf Course and the operation of the Golf Shop, bag room, locker rooms, driving range, and golf carts.

(iv) Coordinate golf activities and programs with community groups and outside agencies, and generally, represent the Golf Club within the City of Ocoee, Florida as necessary to ensure maximum use and play.

(v) Immediately advise Owner of any discovery by Manager of any condition or event which may have a material adverse effect upon the Golf Club or its operations.

(vi) Operate and maintain the Golf Club in a condition and to the Golf Club Quality Standard, and to a standard that is equal to or better than the standard quality of other similar golf course facilities in Orange County, Florida, and maintain the Golf Club in a clean, sanitary, safe, attractive condition and in good repair, and shall keep adjacent sidewalks clean and free of trash or debris.

(vii) Procure and maintain (and renew as necessary) all necessary permits, licenses, including occupational licenses and liquor licenses, franchises, authorizations, approvals, entitlements, consents, and variances, whether regulatory, governmental, quasi-governmental or otherwise, designated by Owner or necessary, appropriate, or required for management, operation, and maintenance of the Golf Club for the Permitted Use (collectively, "**Golf Club Permits**"), all of which shall be in the name of Manager, provided that Owner shall remain financially responsible and that all Golf Club Permits shall be the sole and exclusive property of Owner. Manager shall expend Manager's best efforts to ensure that all Golf Club Permits are not violated by any action or omission by Manager or any Manager Party in the course of Manager's performance of Manager's duties and obligations hereunder.

(viii) Not conduct any auction, bankruptcy, fire, "lost-of-lease," "going-out-of-business" or similar sale (whether voluntary, involuntary or pursuant to any bankruptcy or insolvency proceeding) or make any unlawful use of the Golf Club.

(ix) Continuously and uninterruptedly keep open and operate normal business throughout the entire Golf Club, of which the Golf Club shall be fully fixtured, stocked, and staffed for the Permitted Use for at least the operating hours of the Golf Club and applicable portions thereto, as stated in this Agreement.

(x) Manager shall cause all Manager Parties to comply with and abide by the Governing Documents and the Laws.

(xi) Confer with Owner regarding excessive complaints regarding the Golf Club which come to the attention of Owner and if such complaints are reasonably found by Owner to be justified, to immediately remedy the cause or causes of such complaints. Manager shall use best efforts to amicably resolve all complaints, disputes or disagreements in connection with the Golf Club as promptly and as reasonably possible.

(xii) Take all appropriate action to perform, remediate, and otherwise complete all measures to abide by the direction and recommendations that Owner may make from time to time with respect to management, maintenance, and operation of the Golf Club.

(xiii) Make recommendations to Owner regarding possible alterations, modifications or additions to the Golf Club, all of which shall be subject to Owner's prior written approval. Manager shall be responsible for causing the completion of any alterations, modifications or additions to the Golf Club approved by Owner.

(xiv) Conduct all operations, and maintain the Golf Club in accordance with the terms and conditions of the Golf Club's rules and regulations and all other governing documents, all as heretofore or hereafter reasonably amended from time to time at Owner's direction and consent (collectively, the "**Governing Documents**"). Manager shall enforce the Governing Documents, so that all users of the Golf Club are required to use the Golf Club in accordance therewith.

(xv) Maintain the Golf Club in accordance with all covenants, restrictions, and easements of record in a good and workmanlike condition.

(xvi) Arrange at Owner's expense for compliance in all material respects with all Laws and insurance policies affecting the Golf Club. Manager will promptly notify Owner of any notice that Owner receives of any non-compliance with any Laws or insurance policies and, with the prior written consent of Owner, make arrangements for curing the non-compliance, including without limitation, any alterations or repairs ordered or required to cure such non-compliance, provided, however, that Owner shall have the right to contest any such Laws affecting the Golf Club. The Approved Budget shall be amended to reflect the cost of curing such non-compliance. Such revision to the Approved Budget may include Capital Improvements to the extent required by the Laws, and expenditures to comply with the Laws shall not be subject to Owner's prior approval if such Capital Improvements must be installed on an emergency basis so as to avoid violating the Laws, provided that Manager provides prompt written notice to Owner regarding any such Capital Improvement. Further, Manager shall promptly discharge any lien, encumbrance or charge on or with respect to the Golf Club and the operation thereof, other than mortgages and/or other encumbrances agreed to, in writing, by Owner.

(xvii) Fully cooperate with, and provide any necessary or appropriate documents, materials and information to, any financial institution or other lender designated by Owner, and consent to the assignment by Owner of

this Agreement to any such lender as security for any loan made by such lender to Owner; provided, however, that in no event will Manager be required to take any action that would materially change Manager's rights or obligations set forth herein.

(xviii) Prepare and/or forward to Owner, all notices, reports and other communications arising out of, connected with or incidental to the management, maintenance, operation, and preservation of the Golf Club.

(xix) Fully cooperate with, and provide all documents, materials, and information to, Owner and other applicable parties deemed necessary for the RFP and/or as requested by Owner and/or any Owner Party.

(xx) Manager shall comply with all requirements of all permits, licenses, including any consumptive use permit, authorizations, approvals, entitlements, consents, and variances, whether regulatory, governmental, quasi-governmental or otherwise, designated by Owner or necessary, appropriate, or required for the management, operation, and maintenance of the Effluent System (collectively, "**Utility Permits**") and with all Laws applicable to the Effluent System, and if directed by Owner, Manager shall manage, operate, and maintain the Golf Club in such a manner so as to accept for transmission, disposal, and re-use of treated effluent from the Owner's wastewater treatment facility and/or the City of Winter Garden's wastewater treatment facility.

(xxi) Perform those certain duties, obligations, and responsibilities of Manager stated on Exhibit B.

(d) Specific Operating Procedures. In addition to the general duties, obligations, and responsibilities of Manager stated herein, Manager shall manage, operate, and maintain the Golf Club in accordance with the following specific operating procedures and shall perform or cause to be performed all of the following duties, obligations, and responsibilities on behalf of Owner and for the benefit of the Golf Club:

(i) Accounting. Manager shall be responsible for performing all accounting services and financial functions necessary for the proper operation and management of the Golf Club, which such services shall include without limitation, maintaining complete, accurate, and up-to-date books and records in accordance with GAAP, consistently applied, preparing and maintaining all journals, ledgers, payroll records, and supporting documentation related to revenues, expenses, and cash flow, processing accounts payable and receivable, diligently pursuing the collection of all sums due and owing to Owner from all purchasers of goods and/or services relating to the Golf Club, managing and reconciling the Golf Club Bank Accounts, recording and tracking all sales, deposits, refunds, credits, and adjustments, preparing and submitting to Owner financial statements and reports, including profit and loss statements, balance sheets, cash flow statements, and other reports as reasonably requested by Owner, implementing internal financial controls to prevent fraud, waste, or unauthorized expenditures; ensuring compliance with all applicable laws, tax regulations, and financial reporting requirements, and performing those certain duties, obligations, and responsibilities of Manager stated on Exhibit C. All financial records shall be maintained on-site or in an electronic system accessible to Owner, and shall be available for inspection and audit by Owner at any time upon reasonable notice.

(ii) Marketing and Sales. Manager shall be responsible for all marketing, advertising, and sales activities necessary to promote the Golf Club and all related activities thereto. Manager shall develop and implement marketing and sales plans, budgets, and promotional strategies, subject to prior review and approval by Owner, execute digital, print, radio, social media, and direct outreach campaigns to increase rounds played, event bookings, restaurant traffic, and overall customer engagement, maintain and update the Golf Club website and online presence, ensuring accurate and timely communication of operating hours, promotions, and services, coordinate with tourism bureaus, local businesses, hotels, and other strategic partners to attract golfers and visitors, manage all group sales, tournament bookings, memberships, and event rental contracts, track and report marketing performance data and return on investment, as reasonably requested by Owner, and perform those certain duties, obligations, and responsibilities of Manager stated on Exhibit D . All marketing materials shall reflect high professional standards and be consistent with the branding and image of the Golf Club as approved by Owner.

(iii) Human Resources. Manager shall be responsible for the recruitment, hiring, training, supervision, discipline, and termination of all Employees engaged in the day-to-day operation of the Golf Club. Manager shall employ a sufficient number of qualified, trained, and courteous Employees to operate the Golf Club at standards acceptable to Owner, develop and provide Employee job descriptions, and operational and procedural manuals, ensure all

Employees comply with the Laws, licensing requirements, safety regulations, and equal employment opportunity standards, develop and implement employee training programs, customer service standards, and operational protocols, maintain accurate employee records, including timekeeping, payroll, benefits administration, and personnel files, enforce appropriate employee appearance, conduct, and performance expectations consistent with Owner's brand and policies, comply with all workplace safety and Occupational Safety and Health Administration ("**OSHA**") requirements, ensure proper handling of equipment and materials, coordinate all human resource issues, legal issues and matters regarding Employees, and offer Manager's advice to Owner on improvements and direction, and perform those certain duties, obligations, and responsibilities of Manager stated on Exhibit E.

(iv) Maintenance. Manager shall be responsible for the ongoing maintenance, cleanliness, appearance, and repair of all buildings, grounds, equipment, and improvements at the Golf Club and all portions related thereto. Manager shall perform all routine, preventative, and corrective maintenance necessary to maintain the Golf Club in accordance with the Golf Club Quality Standard and in compliance with all Laws, maintain the Golf Course in a condition consistent with standards approved, in writing, by Owner and the Operating Plan, including mowing, irrigation, fertilization, pest control, aeration, bunker maintenance, and tree care, maintain all mechanical systems, restrooms, lighting, and infrastructure in safe and operable condition, promptly address any facility-related customer complaints or safety issues, maintain and regularly inspect all Personal Property used in the operation of the Golf Club, maintain a detailed maintenance log and service records, available for Owner review, and perform those certain duties, obligations, and responsibilities of Manager stated on Exhibit F. No deferred maintenance shall be permitted without Owner's written approval. Any capital repairs or replacements shall be subject to Owner's prior written approval in accordance with this Agreement.

(e) Operating Contracts. Contemporaneously with the execution of this Agreement and effective as of the Commencement Date, Manager, at no cost or expense to Owner, shall assume all Operating Contracts (including the Golf Cart Lease), provided that such assumption shall be in writing and otherwise in a form and content reasonably acceptable to Manager and the third-party so long as Owner is not subject to any liability as of the effective date of such assignment (which shall be no later than the Commencement Date) until the expiration or termination of this Agreement, and then only to the extent as specially stated herein. Notwithstanding the foregoing, in the event that any Operating Contract, by its terms, is not assignable, in the event that third-party consent is required in connection with the assignment of any Operating Contract, or in the event that any fee is payable in connection with the assignment of any Operating Contract, Owner, at Owner's sole expense, shall be responsible for securing such assignment right, securing such third-party consent, or paying any such fee, provided such Operating Contract was properly procured in accordance with this Agreement. If Owner is unsuccessful in securing such assignment right and/or securing such third-party consent, then as to an Operating Contract that cannot be assigned in accordance with this subsection: (i) as between Owner and Manager, Manager shall be responsible for the satisfaction of Owner's non-monetary obligations existing in such non-assigned Operating Contract; and (ii) Manager shall pay to Owner, upon request for reimbursement, all sums paid by Owner to a third-party under such non-assigned Operating Contract provided, however, that Manager shall not be responsible for additional sums that become due and payable under a non-assigned Operating Contract due to the actions of Owner or anyone for whom Owner is legally responsible (e.g., an Owner-caused default of the non-assigned Operating Contract or an Owner-executed amendment of the non-assigned Operating Contract).

(i) Golf Carts. In furtherance of the foregoing, as of the Commencement Date and continuing throughout the Term, Manager shall be responsible for all golf carts leased for the Golf Club by entering into an assignment and assumption of the Golf Cart Lease. Manager shall keep such golf carts in good order and repair, and maintain, repair and replace the same throughout the Term. Provided that the lessor under the Golf Cart Lease agrees to assign to Manager the Golf Cart Lease and/or release Owner from all obligations under the Golf Cart Lease, Manager may, at any time during the Term, elect to enter into an agreement with another party to lease golf carts for the Golf Club, provided, however, that the agreement must be acceptable to Owner, in Owner's sole discretion, including without limitation, (i) appropriate term and (ii) must include a cash trade-in allowance or buy-back fee payable by said party and lease rate acceptable to Owner, in Owner's sole discretion. Manager shall provide Owner with a copy of any proposed golf cart lease agreement for review prior to executing the same. Any trade-in-allowance or buy back fee shall be payable to and retained by Owner or any other amounts payable by Owner under this Agreement.

(ii) Personal Property; Procurement; Contract Services. Manager shall maintain all Personal Property in good working order and repair, and otherwise in a safe, clean, sanitary and attractive condition, provided that Manager shall not be liable for ordinary wear and tear. Subject to the Operating Plan (as applicable), in carrying out Manager's duties and obligations hereunder, Manager shall arrange, on Owner's behalf, for procurement of all Personal

Property for the normal and ordinary course of operation of the Golf Club and to operate the Golf Club in accordance with this Agreement. In procuring the applicable Personal Property and other necessary goods and services related to the management and operation of the Golf Club:

(1) Manager shall enter into applicable Operating Contracts in the name of Manager and at the expense of Owner for the furnishing to the Golf Club all services required for operation of the Golf Club, including without limitation, electricity, gas, water, steam, telephone, catering services, consulting services, cleaning services, vermin extermination services, grease trap removal, maintenance, air conditioning maintenance service, and cable television services, subject to the Operating Plan (as applicable), provided, however, Manager shall not enter into any Operating Contract, without the prior written consent of Owner or unless approved in the Operating Plan (as applicable), which involves an aggregate amount of consideration in excess of Two Thousand Dollars ($2,000.00), which exceeds one (1) year in length, and/or which are not terminable upon thirty (30) days prior notice without penalty.

(2) Manager may utilize Manager's purchasing procurement and/or other group buying programs involving Affiliates and/or Affiliated Facilities, subject to the strict adherence to this Agreement. In connection therewith, Owner shall be entitled to receive any and all price discounts or credits that are available under such programs for the specific Personal Property or service provided to the Golf Club, provided that Manager may receive and retain a fee or other compensation from vendors and service providers that is not based on the price of the specific Personal Property or service but that is made available to Manager based on the aggregate purchases of such items or services during a specific time period for their services in making the benefit of volume purchases available to Affiliated Facilities or negotiating and implementing the arrangements with such vendors or service providers. In any and all events, the cost of any specific Personal Property and/or service purchased by Manager through such programs shall be competitive with that which would be charged by non-affiliated third-party vendors in an arms-length transaction, and provided that all Affiliate-related transactions require prior written approval by Owner, and Manager must disclose, in writing, all ownership interests in any Affiliates or Contractors contracting and/or providing, directly or indirectly, any Personal Property or other goods or services to the Golf Club.

(3) With respect to any construction work done by or under Manager's supervision, Manager shall obtain all warranties provided by, and lien waivers from, laborers, materialmen and all Contractors in connection with any work done on, or goods or materials incorporated into, the Golf Club, or any part thereof, and do such other acts as may be necessary or appropriate to preserve and maintain the Golf Club free and clear of any and all liens.

(f) Meetings. Manager shall be available to meet with City Manager, Owner Representative, and other individuals as designated by Owner, either personally or by telephone conference call on an as frequent as needed basis to assure the successful performance of Manager's duties and obligations hereunder, and of the operations of the Golf Club. The parties shall meet not less than quarterly for a formal review of the Golf Club operations. Both parties will be available for telephonic meetings upon reasonable notice to the other. The Executive Employees shall make themselves available to attend the aforementioned meetings. More specifically, Owner Representative and Manager shall meet monthly to discuss the operating and financial performance of the Golf Club, and in connection therewith, any amendments or modifications to the Operating Plan to take into consideration variables, circumstances, or events that did not exist, or could not be anticipated by Manager or Owner at the time the then-current Operating Plan was approved. Any material amendments or revisions to the Operating Plan shall be approved, in writing, by Owner.

(g) Entry and Inspection by Owner. Manager agrees that Owner and/or any Owner Party shall have the right to enter the Golf Club for any reason or no reason, including without limitation, to inspect the same, to exercise Owner's rights under this Agreement, to show the Golf Club to any party that Owner desires, and to post appropriate or lawful notices. Manager waives any claims for damages for any injury or inconvenience to or interference with Manager's business. For each of the aforesaid purposes, Owner shall at all times retain a key with which to unlock all of the doors in the Golf Club. Owner shall have the right to use any and all means which Owner may deem proper to open said doors in an emergency and any entry to the Golf Club obtained by Owner by any of said means, or otherwise, shall not under any circumstances be deemed to be a forcible or unlawful entry into, or a detainer of, the Golf Club. Any inspections or reviews performed by or on behalf of Owner are for the sole benefit of Owner and neither Owner, nor any of Owner Parties, shall have, assume or incur any liability or responsibility whatsoever, in damages or otherwise, to Manager or any other person or entity, by reason or on account of any inspection or review and/or any approval or disapproval of any item or matter by Owner.

(h) Access for OUA. Manager acknowledges and agrees that this Agreement is solely a management agreement and does not constitute a lease, sublease, or other conveyance of a real property interest in the Golf Club or any portion thereof. Manager shall have no right to exclusive possession or control of the Golf Club or any portion thereof, except as necessary to carry out Manager's duties, obligations, and responsibilities under this Agreement. Manager further acknowledges that Owner retains all rights of access, use, and control over the Golf Club, including but not limited to the right to grant access to OUA or any other utility provider as may be necessary for the operation, maintenance, repair, inspection, and/or improvement of utility infrastructure located on, under, or adjacent to the Golf Club. Manager shall not interfere with, and shall provide all reasonable cooperation and accommodations necessary to facilitate, the access and operational needs of OUA and its contractors, including temporary relocation or adjustment of Golf Club's activities if reasonably required by Owner or OUA. Manager shall coordinate in good faith with Owner and OUA to minimize any disruption to the Golf Club's operations. Nothing in this Agreement shall be construed to create any tenancy, leasehold, easement, or possessory interest in favor of Manager with respect to the Golf Club or any related real property.

(i) Prohibited Actions. Without the prior written consent of Owner, which consent may be granted or withheld in the Owner's sole discretion, Manager shall not do, or cause or permit to be done, any of the following during the Term:

(i) Borrow or lend money in the name of the Golf Club or Owner.

(ii) Except for the Operating Contracts which are approved by Owner or the Operating Plan, enter into any agreement relating, directly or indirectly, to the Golf Club.

(iii) Assign, transfer, pledge, compromise or release any of the claims of or debts due Owner, except upon payment in full, or, arbitrate or consent to the arbitration or settlement of any claim of or against Owner or any other dispute or controversy involving Owner.

(iv) Make, execute or deliver in the name of Owner, or with respect to any of the assets of Owner or the Golf Club, any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, security instrument, deed, guarantee, indemnity bond or surety bond.

(v) In the name of or on behalf of Owner, endorse any note, or become a surety, guarantor, or accommodation party to any obligation.

(vi) Commence or maintain in the name of or on behalf of Owner any action or proceeding, whether judicial, administrative or otherwise.

(vii) Make any deletion, addition, modification, improvement or other alteration to the Golf Club other than as expressly authorized hereunder or pursuant to the Operating Plan.

(viii) Expend any funds, except as expressly contemplated in the Operating Plan (as applicable) or this Agreement, or as otherwise agreed upon by Owner.

(ix) Use any Intellectual Property except in connection with the operation and promotion of the Golf Club.

(x) Hire anyone as an Employee at a rate of compensation and/or other consideration in excess of that agreed to by Owner in the Operating Plan (as applicable), unless approved in advance by Owner prior to the hiring of such individual.

(xi) Retain any entity, other than Manager, to manage the management, operation, and/or maintenance of the Golf Club., except as otherwise stated herein.

(xii) Conduct Manager's business, or allow or suffer any Manager Party to conduct themselves in such manner as to create any nuisance, or interfere with, annoy or disturb any customers, invitees, or patrons of the Golf Club, or commit waste or suffer or permit waste to be committed in or about the Golf Club.

(xiii) Accept any Bookings for goods and/or services and the Golf Club after December 31, 2025.

(j) Hazardous Materials. Manager hereby represents and warrants to and for the benefit of Owner that the Golf Club will not be used or operated in any manner that will result in the storage, use, treatment, manufacture, or disposal of any Hazardous Materials upon the Golf Club or which will result in Hazardous Materials contamination. Except as provided herein, Manager shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge, spill or leak any Hazardous Materials, or permit any Employees or any Manager Parties to engage in such activities on or about the Golf Club. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Golf Club of substances reasonably, customarily and lawfully used in the operation of a golf club facility similarly situated as the Golf Club, and provided: (i) such substances shall be properly labeled, contained, used and stored only in quantities reasonably necessary for such permitted use and operation of the Golf Club and the ordinary course of Manager's business therein, strictly in accordance with the Laws, highest prevailing standards, and the manufacturers' instructions therefor, and as Owner shall reasonably require, (ii) such substances shall not be disposed of, released, discharged or permitted to spill or leak in or about the Golf Club (and under no circumstances shall any Hazardous Material be disposed of within the drains or plumbing facilities in or serving the Golf Club or in any other public or private drain or sewer, regardless of quantity or concentration), (iii) if any Law or the Golf Club's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Manager shall make arrangements for such disposal in approved containers directly with a qualified and licensed disposal company at a lawful disposal site, (iv) any remaining such substances shall be completely, properly and lawfully removed from the Golf Club upon expiration or earlier termination of this Agreement, and (v) for purposes of removal and disposal of any such substances, Manager shall be named as the owner and generator, shall obtain a waste generator identification number, and shall execute all permit applications, manifests, waste characterization documents and any other required forms. Manager shall take all reasonable precautions and safety measures, in accordance with current technology, to prevent the release of Hazardous Materials. In the event Manager learns of the discharge upon the Golf Club of any Hazardous Materials, Manager shall immediately undertake to contain, remove, and abate the discharge. Manager shall and hereby does indemnify, defend, and hold all Owner Parties harmless from and against any and all Claims, including without limitation, costs and expenses of response, remedial and corrective work and other clean-up activities, arising out of or in any manner connected with the release of any Hazardous Materials, or contamination from Hazardous Materials caused, by Manager or any Manager Party, arising out of or in any manner connected with Manager's use or occupancy of the Golf Club, or Manager's failure to comply with any Laws relating to Hazardous Materials originating or located at the Golf Club which are a result of Manager's use or occupancy of the Golf Club, or any and all claims for injury or damage to persons or property arising out of exposure to Hazardous Materials originating or located at the Golf Club which are a result of Manager's use or occupancy of the Golf Club, or the failure of Manager to fulfill its obligations under this Agreement. Notwithstanding the foregoing, Manager shall not be responsible for any Hazardous Materials present on the Golf Club prior to the Effective Date, unless deposited thereon by Manager, which become present on the Golf Club after the Effective Date as a result of some event or condition over which Manager had no control, or which become present on the Land after termination of this Agreement and all extensions hereof, provided, however, Manager shall immediately notify Owner of any notice received by Manager from any governmental authority of any actual or threatened violation of any Laws governing the use, storage or disposal of any Hazardous Materials and shall cooperate with Owner in responding to such notice and correcting or contesting any alleged violation. The indemnification obligations stated in this subsection shall survive the expiration or termination of this Agreement.

(i) Mold. Manager acknowledges that Mold is a naturally occurring substance which is found both indoors and outdoors and can occur in humid environments such as the State of Florida. The presence of Mold may cause property damage or health problems. Notwithstanding the foregoing, and except as set forth in this subsection, Owner shall not be liable for any loss, damage or personal injury suffered by Manager, or any of the Manager Parties, due to the presence of Mold in or around the Golf Club. Manager will use commercially reasonable efforts to ensure that Manager's use of the Golf Club shall not cause or contribute to the growth of Mold due to the presence of water within the buildings, structures, or improvements located on the Golf Club or increase humidity levels within the buildings, structures, or improvements located on the Golf Club above reasonable and normal humidity levels, keep the buildings, structures, or improvements located on the Golf Club adequately ventilated at all times, repair any condition of the Golf Club which could cause or contribute to Mold growth within the buildings, structures, or improvements located on the Golf Club, including without limitation, any condition which causes or permits water to collect or condense within the buildings, structures, or improvements located on the Golf Club, maintain indoor humidity within the buildings, structures, or improvements located on the Golf Club at a reasonable level with respect to Manager's business and the Permitted Use, and regularly inspect all

window areas or other areas where water may condense in the buildings, structures, or improvements located on the Golf Club. Manager shall immediately notify Owner in writing of any visible signs of Mold in the buildings, structures, or improvements located on the Golf Club, any water leak or excessive water condensation in the buildings, structures, or improvements located on the Golf Club, or if Manager has reasonable cause to believe that Mold has or will occur in the buildings, structures, or improvements located on the Golf Club. Manager shall use its best efforts to remove immediately any excess water caused by such leak and return the Golf Club to its condition as it existed immediately prior to such leak. Manager relieves Owner from any liability for any personal injury or damages to property caused by or associated with moisture or the growth of or occurrence of Mold or mildew within the buildings, structure, or improvements located on the Golf Club. Manager agrees to indemnify and defend Owner Parties and hold Owner Parties harmless from any and all claims, damages, fines, judgments, penalties, costs, expenses, liabilities or losses resulting from Mold or mildew caused by the acts or omissions of Manager or Manager Parties. The indemnification obligations stated in this subsection shall survive the expiration or termination of this Agreement

7. Golf Club Bank Accounts. Manager acknowledges Owner's substantial interest in fulfilling Owner's objectives and goals of safeguarding public funds, maintaining full ownership and control of revenues, preventing fraud, misuse, or unauthorized transfers, ensuring financial transparency, and allowing orderly access and transition upon expiration or termination of this Agreement. Accordingly, this Agreement contemplates that the flow of funds received and disbursed in connection with the operation of the Golf Club shall be conducted through and controlled by the following bank accounts (collectively, the "**Golf Club Bank Accounts**"):

(a) Revenue Account. Owner shall create a new business checking account or use an existing bank account, which shall be solely owned by Owner and titled exclusively in Owner's name, to receive all Gross Revenue ("**Revenue Account**"). Owner and Owner's authorized representatives shall be the sole signatories and administrators of the Revenue Account. Manager shall have view-only access to the Revenue Account. All Gross Revenue shall be directed to the Revenue Account, including without limitation, the applicable point of sale system, merchant processing accounts, online payment processors, daily deposits, credit card sales, online sales, Bookings, etc.). Manager shall make all applicable cash deposits related to the Golf Club to the Revenue Account.

(i) Operating Account. Manager shall establish a business checking account for the operation of the Golf Club ("**Operating Account**"), at a banking institution of Owner's choice and reasonably acceptable to Manager, in Owner's name or Manager's name, as directed, in writing, by Owner, in Owner's sole discretion. The Operating Account shall be used exclusively for the payment of the Operating Expenses, provided that the balance of the Operating Account shall not exceed Twenty Thousand Dollars ($20,000.00) ("**Operating Account Cap**") at any time unless otherwise approved, in writing, by Owner or as required by the Operating Plan. Owner shall transfer funds into the Operating Account on a weekly or bi-weekly basis, subject to the Manager's submission of a requisition detailing anticipated Operating Expenses, supported by appropriate documentation and aligned with the Operating Plan. Owner shall delegate control over the Operating Account to Manager, as Owner's agent, provided that Manager complies with the Operating Plan and this Agreement. Manager shall appoint at least two (2) designees to be authorized to sign checks and draw from the Operating Account, provided that such designees shall be bonded or otherwise insured as the parties hereto agree. No funds collected by Manager related to the Golf Club and the operation thereof shall be commingled with any other funds of Manager. Withdrawals from the Operating Account shall be made only by authorized representatives of Manager. All payments made by Manager under this Agreement shall be made from the Operating Account. The Operating Account shall be established to require the signature of an authorized representative of Owner for any withdrawals in excess of Five Thousand Dollars ($5,000.00) (the "**Threshold Amount**"), provided, however, that in the event any budgeted amounts set forth in the Operating Plan require that Manager make withdrawals in excess of the Threshold Amount (by way of example and not limitation, payroll expenditures), Owner agrees that the Threshold Amount shall be increased to permit such withdrawals without further authorization from Owner. Manager shall provide Owner monthly statements reconciling and accounting for all cash in the Operating Account.

(b) Prohibited Banking Practices. Manager shall be expressly prohibited from engaging in the following, which each shall constitute a material breach under this Agreement, not subject to any notice or cure period: skimming or underreporting of cash or credit sales, use of unapproved merchant processors or bank accounts, failure to record or deposit all Gross Revenue within twenty-four (24) hours, reclassification of revenue to rebates, pass-throughs, or reimbursements, routing funds to Affiliates or third parties without disclosure, applying unapproved discounts or "comp" programs, misclassifying personal or unrelated expenses as Operating Expenses, inflating labor costs through ghost employees, padded hours, or misallocations, transacting with Affiliates at above-market rates without disclosure and

approval, charging excessive "corporate support" or intercompany service fees, and failing to recognize gift card breakage or unredeemed balances.

(c) Prepaid Fees. In the event that Manager collects fees, charges or other prepaid amounts for more than one month in advance ("**Prepaid Fees**"), Manager shall deliver by wire transfer of immediately available U.S. funds to the Revenue Account, all such Prepaid Fees collected by Manager.

(d) Working Capital. In accordance with the Operating Plan, Owner agrees to provide the funds as shall be necessary to pay for all Operating Expenses relating to the Golf Club, and to perform and satisfy Owner's covenants and responsibilities under this Agreement. Within five (5) days after Manager's request, Owner shall provide funds to be deposited in the Operating Account sufficient at all times to ensure the uninterrupted and efficient operation of the Golf Club. The intent of this provision is to ensure that any shortfall is made up, if necessary, on a month-by-month basis after review and projection of an individual month's operating results. If Manager is unable to perform any of Manager's obligations under this Agreement because of the failure on the part of Owner to provide the funds in accordance with this Agreement, such failure of performance on the part of Manager shall not be deemed a default on the part of Manager and shall not give rise to any right to termination, damages or any other remedy against Manager.

(e) Operating Expenses. Manager shall timely pay all Operating Expenses, including the Management Fee, subject to the terms and conditions otherwise stated herein, from the Operating Account. All Operating Expenses shall be funded by the Golf Club's operations or by Owner in the event of a deficit, except as otherwise stated herein. Manager shall maintain at all times, in its reasonable judgment, sufficient funds in the Operating Account to satisfy the daily working capital needs of the Golf Club for the thirty (30) days following the disbursement. Upon the expiration or earlier termination of this Agreement, all funds remaining in the Operating Account after payment of the Operating Expenses shall be disbursed by Manager to Owner.

(f) Audit and Inspection Rights. Owner shall have the right to inspect, audit, examine and copy, or to engage Accountant, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by Manager pertaining to the Golf Club. Manager shall cooperate with Owner and/or Accountant in their performance of the audit. Moreover, Owner shall have full access rights to all financial systems, books, records, point of sale system, terminals, bank accounts, and payroll systems. Manager shall provide full cooperation, including granting system access, login credentials, and staff interviews as requested by Owner. If applicable, Owner may reclassify improperly reported revenue or expenses, and claw back any overpaid fees.

(g) Financial Integrity Safeguards. Notwithstanding any other provision of this Agreement to the contrary, Manager acknowledges and agrees that upholding and implementing the highest standards of financial integrity safeguards for the Golf Club is paramount to Owner, and therefore, the following covenants and restrictions shall apply to the Golf Club Bank Accounts, respectively:

(i) Owner shall have access to account information regarding the Operating Account so that Owner may monitor the Operating Account, including without limitation, retaining view access and veto rights.

(ii) No auto-sweeps or blanket authorization shall be incorporated into the Operating Account, except as otherwise stated herein.

(iii) Any funds in the Operating Account in excess of the Operating Account Cap at the end of a funding cycle shall, unless otherwise approved by Owner, be transferred to the Revenue Account. Manager shall implement auto-sweep triggers, of which excess funds in the Operating Account shall be swept back to the Revenue Account regularly. Manager shall submit a monthly account reconciliation, including ledger entries, copies of paid invoices, payroll registers, and bank statements to Owner.

(iv) Manager shall implement "Positive Pay" fraud controls.

(v) Manager shall have no withdrawal authority for the Revenue Account and only read-only online access.

(vi) All disbursements over the Threshold Amount shall require dual signatures, of which one signature shall be from City Manager or Owner Representative.

(vii) Manager shall not utilize personal accounts, commingled accounts, or vendor-controlled payment systems.

(viii) There shall be no Manager-held accounts related to the Golf Club outside of the Golf Club Bank Accounts.

(ix) All merchant, vendor, and other provider of any goods or services related to the Golf Club accounts must settle into the Revenue Account.

(x) Owner may, in Owner's sole discretion, implement other banking account safeguards and controls during the Term.

8. Compensation.

(a) Management Fee. Owner shall pay to Manager the Management Fee pursuant to Exhibit A for the overall operation and management of the Golf Club and Manager's performance of Manager's duties and obligations stated herein.

(b) Reimbursable Expenses. Owner shall reimburse Manager for the Reimbursable Expenses. Manager shall be entitled to such reimbursement of the Reimbursable Expenses directly from the Operating Account at the time Owner approves, in writing, the applicable Reimbursable Expenses. The Reimbursable Expenses shall be in addition to the Management Fee and other fees and charges expressed herein. Manager shall provide Owner a monthly report evidencing the Reimbursable Expenses and their applicable reconciliation. Notwithstanding the foregoing, Manager shall not incur any Reimbursable Expenses in excess of Five Hundred Dollars ($500.00) per calendar month without the prior written consent of Owner. In no event will Owner pay for travel time if the timekeeper is engaged in work for another client. Expenses for lodging, restaurants, telephone calls, and transportation should be incurred in a reasonable and prudent manner. First-class air travel, luxury hotel accommodations, and lavish meals are not considered prudent and reasonable and will not be reimbursed by Owner. Prior approval must be obtained from Owner when travel by more than one timekeeper is deemed necessary and appropriate. Owner will not accept the billing of "miscellaneous" or "other" expenses, and such expenses will not be considered Reimbursable Expenses. No experts or consultants will be retained on behalf of Owner without Owner's prior written authorization.

9. Insurance.

(a) At Owner's option, Owner shall, of Owner shall cause Manager to select, procure, and maintain the insurance company and agent and all types of insurance appropriate or advisable for the operation of the Golf Club, including without limitation, casualty, property damage, commercial liability, business interruption, automobile, liquor liability/dram shop, environmental impairment (pollution liability), umbrella, errors and omissions, workers compensation and other applicable types of insurance (collectively, "**Golf Club Insurance**"), subject to the prior written approval of Owner. If any of the buildings, structures, additions or other improvements to real property on the Golf Club are located within a Special Flood Hazard Area (100 year floodplain), flood insurance must also be provided on property for the lesser of: (i) the estimated replacement value, or (ii) the maximum amount of flood insurance available through the National Flood Insurance Program and such flood insurance will be considered part of the Golf Club Insurance.

(b) The Golf Club Insurance shall commence prior to the Commencement Date and shall be maintained in force until the termination or expiration of this Agreement. The amount of property insurance shall be no less than the estimated replacement value of the property insured. Except as otherwise agreed by Owner, the maximum deductible or self-insured retention applicable to each of the insurance coverages required by this Section 9 shall be Twenty-Five Thousand ($25,000) per occurrence. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially reduced without at least thirty (30) days prior written notice to Owner. On or prior to the Commencement Date, Manager shall deliver to Owner certificates of insurance evidencing that the required insurance coverages are in force.

(c) Owner shall be listed as the named insured on the Golf Club Insurance policies. The proceeds from the Golf Club Insurance policies will be payable to Owner and such other party or parties as Owner shall direct. Manager shall be named as an additional insured on all of the Golf Club Insurance policies. Owner or Manager shall not have any claim against the other with respect to the failure of any insurance carrier to provide coverage or protection placed with such carrier as described in this Agreement. All costs and expenses related to the Golf Club Insurance shall be paid from Gross Revenue or by Owner in the event of a deficit.

(d) In addition to the Golf Club Insurance, Manager shall maintain its own insurance coverage as follows: (a) General Liability Coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate; (b) Workers Compensation Coverage in the amount of One Million Dollars ($1,000,000.00); and (c) Umbrella Coverage in the amount of Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in the aggregate (collectively, "**Manager Insurance**"). All costs and expenses related to the Manager Insurance shall be paid by Manager.

(e) Manager shall cause all Contractors on or before the date on which such Contractor first enters the Golf Club for any purpose, to procure (or cause to procure) and maintain (or cause to be maintained) during the period of time any Contractors conduct activities of any kind on the Golf Club, the same insurance policies and under the same terms and conditions as required by Manager, paying before the same become due all premiums and deductibles therefor. Moreover, all contracts between Manager and Contractors shall explicitly require the contractor/vendor to indemnify, defend and hold harmless all Owner Parties from and against any loss, damage, claim, or injury, including without limitation, damage to the Golf Club. Certificates of such insurance complying with the requirements of this Agreement must be received by Owner before any work or services commence on the Golf Club. In addition, such insurance shall contain a waiver of subrogation in favor of Owner. Manager will be responsible for any deductibles within Manager's provided insurance, and for all damages to the Golf Club not covered under a builder's risk policy because of breach of insurance policy terms and conditions by Contractors.

10. Indemnification.

(a) Indemnification by Manager. To the fullest extent permitted by the Law, Manager shall indemnify, defend, and hold harmless Owner and all of Owner's respective Affiliates, subsidiaries, principals, partners, members, shareholders, manager, officers, directors, agents, consultants, employees, lender(s), servants, successors and assigns, and any other related party that Owner may hereafter reasonably designate (collectively, all such indemnified parties hereunder including Owner shall be referred as the "**Owner Parties**") from and against any and all claims, demands, damages, losses, liabilities, costs, fines, penalties, judgments, and expenses (including, without limitation, reasonable attorneys' fees and costs of investigation and litigation) (collectively, "**Claims**") arising out of, related to, or resulting from (i) the acts, omissions, negligence, negligence, willful misconduct, or breach of this Agreement by Manager or Manager's Affiliates or subsidiaries, or their respective officers, directors, agents, representatives, employees, sublessees, assignees, designees, Contractors, delegees, concessionaires, franchisees, invitees, or anyone else for whose acts any of them may be liable (each a "**Manager Party**" and collectively, "**Manager Parties**"); (b) any claim for personal injury, bodily injury, death, or property damage occurring in, on, or about the Golf Club or in connection with the operations or activities of Manager, except to the extent caused by the sole gross negligence or willful misconduct of Owner; and (c) any violation of the Law by and Manager Party. The obligations under this subsection shall survive the expiration or earlier termination of this Agreement and shall not be limited by the amount or type of insurance maintained by Manager or required under this Agreement.

(b) Indemnification by Owner. To the extent permitted by the Law, and subject to the limitations set forth in this Agreement and in Section 768.28, Florida Statutes, Owner shall indemnify and hold harmless Manager, and Manager's officers, directors, employees, and agents (collectively, "**Manager Indemnitees**") from and against any third-party claims, damages, losses, or liabilities (excluding consequential, special, punitive, or exemplary damages) actually incurred by Manager Indemnitees and directly resulting from Owner's gross negligence or willful misconduct in connection with the operation or condition of the Golf Club, but only to the extent that such indemnification is not otherwise prohibited or limited by the Law. As a condition precedent to Owner's indemnification obligations under this subsection, Manager shall promptly notify Owner in writing of any claim, demand, or legal proceeding for which indemnification is sought and shall provide reasonable cooperation in the defense. Owner shall have the right, but not the obligation, to assume the defense and settlement of any such claim with legal counsel of Owner's choosing, at Owner's own expense. Manager shall not settle, compromise, or admit liability with respect to any such claim without the prior written consent of Owner, which shall

not be unreasonably withheld. Notwithstanding anything to the contrary herein: (i) Owner shall have no obligation to indemnify Manager Indemnitees for any claims arising out of or relating to (a) the acts, omissions, negligence, or breach of this Agreement by Manager or any Manager Party; (b) any environmental condition, release of Hazardous Material, or violation of environmental Laws, arising during the Term, unless directly caused by Owner's gross negligence or willful misconduct; or (c) conditions of the Golf Club not caused or created by Owner; (ii) Owner's total aggregate liability under this subsection shall not exceed the lesser of (x) the amount of insurance coverage actually available and maintained by Owner as required under this Agreement, or (y) the limits of liability set forth in Section 768.28, Florida Statutes; and (iii) nothing in this Agreement shall be construed as a waiver of Owner's sovereign immunity or an expansion of liability beyond the limitations imposed by the Law. The indemnification obligation under this subsection shall survive the expiration or earlier termination of this Agreement only with respect to claims arising from events occurring during the Term.

11. Default and Remedies.

(a) Default. Owner shall have the right to terminate this Agreement upon the occurrence of any of the following events, each of which shall constitute a material breach by Manager (each, a "**Termination Event**"):

(i) Failure to Maintain Operational Standards. Manager fails to maintain the Golf Club, including any portion related thereto, in accordance with the Golf Club Operating Standard and/or the Operating Plan (as applicable) and fails to cure such default within ten (10) days after written notice from Owner.

(ii) Failure to Perform. Manager fails to comply with a term, condition, provision, or covenant of this Agreement, or Manager violates any rules and regulations now or hereafter established for the operation of the Golf Club and such failure is not cured within fifteen (15) days after receipt of notice from Owner advising Manager of such default (provided, if the nature of Manager's failure is such that more time is reasonably required in order to cure, Manager shall not be in default if Manager commences to cure within such period and thereafter diligently seeks to cure such failure to completion within forty-five (45) days following notice thereof).

(iii) Financial Mismanagement. Manager fails to remit any Gross Revenue directly to the Revenue Account, submit timely and accurate financial reports, maintain required separate Golf Club Bank Accounts, or comply with audit or inspection rights, and fails to cure such default within ten (10) days after written notice from Owner.

(iv) Reputational or Regulatory Harm. Manager engages in conduct (or permits conduct by any Manager Party) that results in material reputational damage to the Golf Club or Owner, public scandal, adverse media coverage, or any regulatory citation, fine, or enforcement action.

(v) Unauthorized Closure or Abandonment. Manager ceases operations of the Golf Club for more than forty-eight (48) hours without Owner's prior written approval, except where such closure is excused by Excusable Delay.

(vi) Gross Negligence, Willful Misconduct, or Fraud. Manager engages in conduct constituting gross negligence, willful misconduct, criminal activity, fraud, misappropriation of funds, or a knowing and material violation of the Law, whether or not such conduct results in civil or criminal liability.

(b) Remedies. Upon the occurrence of a Termination Event and the expiration of any applicable cure period set forth herein, Owner may pursue any one or more of the following remedies, separately or concurrently or in any combination:

(i) Liquidated Damages. If Owner terminates this Agreement based on any of the Termination Events, Manager shall pay Owner the following liquidated damages, as compensation for the harm caused by such breach:

(1)	Operational or Maintenance Breach.	$60,000.00
(2)	Failure to Perform.	$60,000.00
(3)	Financial Mismanagement.	$90,000.00

(4)	Reputational or Regulatory Harm.	$60,000.00
(5)	Unauthorized Closure or Abandonment.	$60,000.00
(6)	Gross Negligence, Willful Misconduct, or Fraud.	$180,000.00

The parties agree that the aforementioned amounts are a reasonable estimate of the actual damages that Owner would incur, which would be difficult to quantify at the time of contracting, and that such amounts shall not be construed as a penalty. In the event of termination pursuant to this Section 11, Owner shall have the right to withhold any unpaid amounts due to Manager under this Agreement, including but not limited to, the Base Management Fee and the Incentive Fee, in an amount sufficient to offset the applicable liquidated damages. If Manager has provided a performance bond, fidelity bond, or other financial security, Owner shall have the right to draw upon such bond to satisfy the liquidated damages and any other amounts due to Owner.

(c) Additional Remedies; Sovereign Immunity Preserved. The remedies set forth in this Section 11 shall be in addition to any other remedies available to Owner under this Agreement or at law or in equity, including the right to seek injunctive or equitable relief. Nothing in this Agreement shall be construed as a waiver or limitation of Owner's sovereign immunity or the monetary limits of liability set forth in Section 768.28, Florida Statutes, as may be amended.

(d) Limitation or Default; Notices and Cure Periods. Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be obligated to give notice of a substantially similar event of default, and an opportunity to cure said default more than once in any consecutive six (6) month period. Upon the second such occurrence within six (6) months, no notice or cure period need be provided.

12. Assignment Upon Expiration or Termination. In the event of any expiration or termination of this Agreement, Manager shall fully cooperate with Owner by promptly assigning and transferring to Owner any Operating Contract, Permits, Golf Club Bank Accounts, software programs (including passwords), websites (including passwords), or other forms of property that may be held in the name of Manager, rather than Owner, but which properly constitute the property of Owner. Any such transfers and assignments shall be made without representation or warranty to Owner, except for the fact that Manager has not previously assigned or transferred the same, and that Manager is assigning and transferring all of Manager's right, title and interest thereto. Owner must accept all Personal Property and assume all obligations incurred and entered into on Owner's or the Golf Club' behalf by Manager for the operation and maintenance of the Golf Club as long as such Personal Property was not procured and obtained in violation of this Agreement.

13. Casualty; Condemnation. In the event fire, windstorm or other casualty shall damage or destroy the Golf Club or any portion thereof, or if the whole of the Golf Club shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or similar proceeding by any competent authority for any public or quasi-public use or purpose, or if such portion which is materially all thereof shall be taken or condemned and as a result the Golf Club can no longer be operated as contemplated herein in an economically viable manner, Owner may, at Owner's option, terminate this Agreement upon at fifteen (15) days advance written notice to Manager without any claim of liability against Owner by Manager based on such termination. Upon such termination, neither party shall have any further obligation to the other party hereunder, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination.

14. Transfer, Assignment or Encumbrances of Owner's Interest. Owner's right to sell, convey, transfer, mortgage, pledge, hypothecate, assign or otherwise dispose of Owner's interest in this Agreement and/or in and to the Golf Club or any portion related thereto shall be unrestricted, provided that the party to whom or which the Golf Club are sold, conveyed, transferred, assigned or otherwise disposed of shall expressly assume all of Owner's obligations hereunder, and, from and after the date of any such sale, conveyance, transfer or assignment by Owner, all obligations under this Agreement of the party selling, conveying, transferring, assigning or otherwise disposing shall cease and terminate as of the effective date of such assignment, and Manager shall look only and solely to the party to whom or which the Golf Club are sold, conveyed, transferred, assigned or otherwise disposed of for performance of all of Owner's duties and obligations under this Agreement. Accordingly, Owner may assign, transfer, sell, convey, mortgage, pledge, hypothecate or otherwise encumber this Agreement, or all or any part of Owner's rights and interests in the Golf Club, without the consent of Manager.

15. Subordination and Attornment. This Agreement shall be subject and subordinated at all times to all of the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing and encumbering the Golf Club, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Manager to effect such subordination. Manager, within ten (10) days following demand, shall further evidence Manager's subordination by executing any documents reasonably required by Owner or any applicable lender to further evidence the subordination of this Agreement.

16. Assignment. Manager acknowledges that Owner has agreed to allow Manager to manage and operate the Golf Club based upon certain factors which are of material importance and consideration to Owner, and that one such factor is the particular identity of Manager and that any change in such identity would likely result in substantially less value for Owner in respect of this Agreement, thereby substantially impairing the consideration to Owner to enter into this Agreement with Manager. Accordingly, Manager may not, without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion, assign this Agreement, or any interest therein. Consent by Owner to one assignment shall not destroy or waive this provision and all other assignments shall likewise be made only upon the prior written consent of Owner. Any attempt by Manager to assign this Agreement or any interest therein without Owner's written consent shall be null and void *ab initio* and of no effect. Furthermore, such an attempt shall constitute a Termination Event constituting Gross Negligence, Willful Misconduct, or Fraud.

17. Notices. All notices, requests, consents, instructions, and communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand-delivered by messenger providing signed receipt for delivery, nationally recognized overnight courier service, or sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods herein provided), and will be deemed delivered (a) on the date of delivery if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by e-mail if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day with a copy of such notice also sent by one of the other described methods in this Section. Rejection, refusal to accept, or inability to deliver of which no notice was given shall be deemed to be a receipt of such notice, request or other communication. The respective attorneys for Owner and Manager are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective client. Owner Representative must be carbon copied on all communications to Owner unless otherwise specified, in writing, by City Manager. Notices will be delivered at the following addresses/email addresses, subject to the right of any party to change the address/email address at which it is to receive notice by written notice to the other party complying with this Section:

To Owner:

City of Ocoee
Attention: Craig Shadrix, City Manager
1 North Bluford Avenue
Ocoee, FL 34761

To Manager:

_____
_____
_____
_____

18. EXCULPATION OF LIABILITY. EXCEPT AS OTHERWISE STATED HEREIN, (A) THE GOLF CLUB IS TO BE USED AT MANAGER'S SOLE RISK; (B) OWNER SHALL NOT BE LIABLE TO MANAGER OR ANY MANAGER PARTIES FOR THE CARE OR THE PROTECTION OF THE GOLF CLUB, INCLUDING WITHOUT LIMITATION, THE PERSONAL PROPERTY, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE GOLF CLUB OR THE PERSONAL PROPERTY FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION, OWNER'S OR OWNER PARTIES' NEGLIGENCE; (C) ALL PERSONAL PROPERTY BROUGHT ONTO THE GOLF CLUB BY MANAGER OR ANY MANAGER PARTIES SHALL BE AT THE SOLE RISK OF

MANAGER, AND OWNER SHALL NOT BE RESPONSIBLE FOR MONEY, JEWELRY, AUTOMOBILES, OR OTHER PERSONAL PROPERTY LOST IN OR STOLEN FROM THE GOLF CLUB; (D) OWNER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS USING THE GOLF CLUB OR AUTOMOBILES OR OTHER PROPERTY THEREIN, IT BEING AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAWS, THE USE OF THE GOLF CLUB SHALL BE AT THE SOLE RISK OF MANAGER AND MANAGER PARTIES; (E) MANAGER IS SOLELY RESPONSIBLE FOR DAMAGE TO BUILDINGS, FENCES, STRUCTURES, AND ALL OTHER AREAS OF THE GOLF CLUB CAUSED BY MANAGER OR MANAGER PARTIES, AND IN THE EVENT OF ANY SUCH DAMAGE OR INJURY, ALL EXPENSES INCURRED BY OWNER OR ANY OWNER PARTY TO REPAIR OR RESTORE THE GOLF CLUB, OR ANY PORTION THERETO (AS APPLICABLE) SHALL BE PAID BY MANAGER. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THERE SHALL BE NO PERSONAL LIABILITY FOR ANY DEFAULT OR OTHERWISE ON THE PART OF OWNER OR OWNER PARTIES, OR THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS AS THE CASE MAY BE, WITH RESPECT TO ANY OF THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS OF THIS AGREEMENT OR OTHERWISE, AND THAT MANAGER SHALL LOOK SOLELY TO THE ESTATE, PROPERTY AND EQUITY OF OWNER IN THE GOLF CLUB AND SUBJECT TO THE PRIOR RIGHTS OF ANY LENDERS FOR THE SATISFACTION OF EACH AND EVERY REMEDY OF MANAGER IN THE EVENT OF ANY BREACH OF ANY OF THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS OF THIS AGREEMENT TO BE PERFORMED BY OWNER, OR IN THE EVENT OF ANY OTHER CLAIM WHICH MANAGER MAY ALLEGE AGAINST OWNER OR OWNER PARTIES, OR THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, WHICH EXCULPATION OF PERSONAL LIABILITY SHALL BE ABSOLUTE AND WITHOUT EXCEPTION. IN FURTHERANCE OF THE FOREGOING, OWNER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR MANAGER'S USE OF THE GOLF CLUB WILL NOT EXCEED THE AGGREGATE AMOUNT OF THREE (3) MONTHS OF THE BASE MANAGEMENT FEE. OWNER CAN ONLY BE LIABLE FOR BREACH OF THIS AGREEMENT AND WILL NOT BE LIABLE FOR ANY NEGLIGENT ACT OR OMISSION BY OWNER, ANY OWNER PARTY, OR THE ACTS OF ANY OTHER PERSON OR ENTITY, INCLUDING WITHOUT LIMITATION, MANAGER AND MANAGER PARTIES, OR ANY PERSON OR ENTITY THAT PROVIDES GOODS OR SERVICES IN CONNECTION WITH OR AS A RESULT OF OWNER'S PERFORMANCE OF OWNER'S OBLIGATIONS UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL OWNER OR ANY OWNER PARTY BE LIABLE FOR ANY LOST PROFITS, REVENUES, INFORMATION, OR DATA, OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCURRED BY MANAGER OR ANY MANAGER PARTY PURSUANT TO THIS AGREEMENT OR BY THE TRANSACTION CONTEMPLATED HEREIN, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), OR AS A RESULT OF OWNER'S EXERCISE OF OWNER'S RIGHTS UNDER THIS AGREEMENT, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND MANAGER, ON BEHALF OF MANAGER AND ALL MANAGER PARTIES, HEREBY WAIVES ALL CLAIMS AGAINST OWNER AND ALL OWNER PARTIES FOR SUCH LOSSES AND DAMAGES. SUCH EXCULPATION OF LIABILITY AND WAIVER DESCRIBED HEREIN SHALL BE ABSOLUTE AND WITHOUT EXCEPTION WHATSOEVER AND SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.

19. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED BY AND CONTROLLED UNDER THE LAWS OF THE STATE OF FLORIDA. VENUE FOR ANY DISPUTE BETWEEN THE PARTIES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY WITHIN ORANGE COUNTY, FLORIDA.

20. JURY TRIAL WAIVER. WITHOUT DIMINISHING THE PARTIES' AGREEMENT TO MEDIATION AND BINDING ARBITRATION AS SET FORTH HEREIN, IN THE EVENT THAT THE PARTIES ARE RESOLVED TO LITIGATE ANY DISPUTE ARISING HEREUNDER IN A COURT OF LAW, IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, OWNER, MANAGER, AND ALL GUARANTORS EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF OWNER AND MANAGER HEREUNDER, MANAGER'S USE, MANAGEMENT, OR OPERATION OF THE GOLF CLUB, AND/OR ANY CLAIM OF INJURY OR DAMAGE. EXCEPT AS OTHERWISE STATED HEREIN, ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO A DISPUTE BY THE PARTIES UNDER THIS AGREEMENT, INCLUDING

WITHOUT LIMITATION, MEDIATION, ARBITRATION, LITIGATION, OR OTHER PROCEEDING, SHALL BE BORNE BY EACH PARTY HERETO, RESPECTIVELY, PROVIDED, HOWEVER, THE PARTIES SHALL EQUALLY SPLIT THE COSTS AND FEES CHARGED BY THE MEDIATOR AND ARBITRATOR.

21. RADON GAS. RADON IS A NATURALLY OCCURRING GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUALITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN THE STATE. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE COUNTY'S PUBLIC HEALTH DEPARTMENT.

22. Reservation of Rights. Owner, in addition to all other rights which Owner may have under this Agreement, hereby expressly reserves all rights in connection with the Golf Club and all other portions of the Land not expressly and specifically granted to Manager under this Agreement and Manager hereby waives all claims for damages, loss, expenses, liability, eviction, or abatement Manager has or may have against Owner on account of Owner's exercise of Owner's reserved rights. Owner reserves the unrestricted right, from time to time, to expand or modify the Golf Club, and/or to construct new or additional buildings, improvements, parking areas, driveways, access roads or other areas therein, and/or to use other areas of the Golf Club. Manager acknowledges that this Agreement does not create, nor will Manager have, any express or implied easements for, or other rights to, air, light, or view over or about the Golf Club, and all of the Personal Property shall be within the boundaries of the space of the Golf Club.

23. Waiver. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

24. No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary. In that regard, no member or user of the Golf Club shall be entitled to enforce the terms and provisions of this Agreement.

25. CONFLICT OF INTEREST. MANAGER HEREBY COVENANTS THAT DURING THE TERM, MANAGER WILL NOT EMPLOY ANY PERSON TO ADMINISTER ANY PORTION OF THIS AGREEMENT THAT HAS AN INTEREST, DIRECT OR INDIRECT, WHICH WOULD CONFLICT IN ANY MANNER OR DEGREE WITH THE PERFORMANCE OF SERVICES REQUIRED UNDER THIS AGREEMENT.

26. EXAMINATION. SUBMISSION OR PREPARATION OF THIS AGREEMENT BY OWNER SHALL NOT CONSTITUTE AN OFFER BY OWNER OR OPTION FOR THE GOLF CLUB, PROVIDED, HOWEVER, THIS AGREEMENT SHALL CONSTITUTE AN OFFER, ACCEPTANCE OR CONTRACT ONLY AS EXPRESSLY SPECIFIED BY THE TERMS OF THIS SECTION. IN THE EVENT THAT MANAGER EXECUTES THIS AGREEMENT FIRST, SUCH ACTION SHALL CONSTITUTE AN OFFER TO OWNER, WHICH MAY BE ACCEPTED BY OWNER BY EXECUTING THIS AGREEMENT, AND ONCE THIS AGREEMENT IS SO EXECUTED BY OWNER, SUCH OFFER MAY NOT BE REVOKED BY MANAGER AND THIS AGREEMENT SHALL BECOME A BINDING CONTRACT. IN THE EVENT THAT OWNER EXECUTES THIS AGREEMENT FIRST, SUCH ACTION SHALL CONSTITUTE AN OFFER TO MANAGER, WHICH MAY BE ACCEPTED BY MANAGER ONLY BY DELIVERY TO OWNER OF A FULLY EXECUTED COPY OF THIS AGREEMENT, TOGETHER WITH A FULLY EXECUTED COPY OF ANY AND ALL ADDENDA AND OTHER APPLICABLE DOCUMENTS PROVIDED THAT IN THE EVENT THAT ANY PARTY OTHER THAN OWNER MAKES ANY MATERIAL OR MINOR ALTERATION OF ANY NATURE WHATSOEVER TO ANY OF SAID DOCUMENTS, THEN SUCH ACTION SHALL MERELY CONSTITUTE A COUNTEROFFER, WHICH OWNER, MAY, AT OWNER'S ELECTION, ACCEPT OR REJECT. NOTWITHSTANDING THAT THE COMMENCEMENT DATE MAY OCCUR AND THE TERM MAY COMMENCE AFTER THE DATE OF EXECUTION OF THIS AGREEMENT, UPON DELIVERY AND ACCEPTANCE OF THIS AGREEMENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THIS AGREEMENT SHALL BE FULLY EFFECTIVE, AND IN FULL FORCE AND EFFECT AND VALID AND BINDING AGAINST THE PARTIES IN ACCORDANCE WITH, BUT ON AND SUBJECT TO, THE TERMS AND CONDITIONS OF THIS AGREEMENT.

27. Amendment. No amendment, modification, or variation of this Agreement or any of its terms or provisions shall be effective, binding, or valid unless and until it is reduced to writing and executed by Owner and Manager

28. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be effective for purposes of this Agreement.

29. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future Laws effective during the Term, the remainder of this Agreement shall not be affected. In lieu of each clause or provision of this Agreement, which is illegal, invalid, or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be legal, valid, and enforceable.

30. SUCCESSORS AND ASSIGNS. THIS AGREEMENT IS PERSONAL TO OWNER AND MANAGER AND EXCEPT AS OTHERWISE PROVIDED HEREIN, MANAGER SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ASSIGN THIS AGREEMENT, OR ANY PORTION HEREOF OR ANY MONIES DUE OR TO BECOME DUE HEREUNDER, OR TO DELEGATE ANY DUTIES OR OBLIGATIONS ARISING HEREUNDER, EITHER VOLUNTARILY, INVOLUNTARILY OR BY OPERATION OF LAW, WITHOUT THE PRIOR WRITTEN APPROVAL OF OWNER. EXCEPT AS OTHERWISE PROVIDED HEREIN, MANAGER SHALL NOT HAVE ANY RIGHT, POWER OR AUTHORITY TO SUBCONTRACT ITS SERVICES, OR ANY PORTION THEREOF, WITHOUT THE PRIOR WRITTEN APPROVAL OF OWNER. ANY APPROVAL BY OWNER OF ANY SUBCONTRACT OF MANAGER'S SERVICES OR ANY PART THEREOF SHALL NOT BE CONSTRUED TO MAKE OWNER A PARTY TO SUCH SUBCONTRACT OR TO EXPOSE OWNER TO ANY CLAIMS OR LIABILITIES ARISING THEREUNDER. WITHOUT WAIVER OF THE FOREGOING PROVISIONS, ALL OF THE RIGHTS, BENEFITS, DUTIES, LIABILITIES AND OBLIGATIONS OF THE PARTIES HERETO SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

31. PERSONS INDEMNIFIED. ALL AGREEMENTS BY EITHER MANAGER OR OWNER TO INDEMNIFY, DEFEND, AND/OR HOLD THE OTHER HARMLESS CONTAINED IN THIS AGREEMENT SHALL INURE TO THE BENEFIT NOT ONLY OF THE RESPECTIVE INDEMNITEE BUT ALSO TO THAT OF ITS AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND SHALL ALSO INURE TO THE BENEFIT OF THE ELECTED OFFICIALS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS OF ANY OF THE FOREGOING.

32. TIME. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND ALL OF ITS PROVISIONS.

33. AGENCY. THE RELATIONSHIP OF OWNER AND MANAGER SHALL BE THAT OF PRINCIPAL AND AGENT. MANAGER IS ENTERING INTO THIS AGREEMENT AS AN INDEPENDENT CONTRACTOR TO PROVIDE THE SERVICES SET FORTH IN THIS AGREEMENT. MANAGER ACKNOWLEDGES THAT IT IS ACQUIRING NO RIGHTS WHATSOEVER IN THE GOLF CLUB, OR ANY PORTION THEREOF (INCLUDING THE GOLF CLUB AND ANY INTELLECTUAL PROPERTY) OR THE EQUIPMENT AND SUPPLIES, EXCEPT A NONEXCLUSIVE AND REVOCABLE LICENSE, DURING THE TERM, TO ENTER UPON THE GOLF CLUB AND USE THE EQUIPMENT AND SUPPLIES IF, AND TO THE EXTENT REASONABLY NECESSARY, TO CARRY OUT MANAGER'S OBLIGATIONS PURSUANT TO THIS AGREEMENT. IN ACKNOWLEDGING THAT MANAGER IS ACQUIRING NO RIGHTS WHATSOEVER IN THE GOLF CLUB (INCLUDING ANY INTELLECTUAL PROPERTY) OR THE EQUIPMENT AND SUPPLIES, MANAGER FURTHER AGREES THAT IT WILL NOT ASSERT, IN ANY LEGAL ACTION OR OTHERWISE, ANY RIGHT OR INTEREST IN THE GOLF CLUB, OR ANY PORTION THEREOF. IN NO EVENT SHALL MANAGER ALTER OR IMPROVE ANY PORTION OF THE GOLF CLUB EXCEPT AS DIRECTED BY THE OWNER OR AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT.

34. Miscellaneous. All provisions herein and all obligations of Owner and Manager pursuant to this Agreement which are to be performed or apply to circumstances subsequent to the expiration or termination of this Agreement, and every indemnity contained herein, shall survive the expiration or termination of this Agreement. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not

restrictive of or in lieu of, those conferred by law. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement. Wherever in this Agreement Owner is to grant its approval or consent or make a decision or determination, such approval and/or consent may be granted or withheld, and such decision or determination shall be made in Owner's sole, absolute and unfettered judgment and discretion, unless this Agreement expressly provides otherwise, and any such approval, consent, decision or determination shall not be subject to arbitration or other review, and such approval, consent, decision, and/or determination must be granted in writing to be effective.

35. No Recordation. Manager shall not record this Agreement or a memorandum or short form thereof unless required, in writing, by Owner, and Owner may record this Agreement, a memorandum or short form thereof, in Owner's sole discretion.

36. Confidentiality. Subject to the Laws, Manager acknowledges that the terms and conditions of this Agreement are to remain confidential for Owner's benefit and may not be disclosed by Manager to anyone other than Manager's professional advisors and lenders, by any manner or means, directly or indirectly, without Owner's prior written consent. The consent by Owner to any disclosures shall not be deemed to be a waiver on the part of Owner of any prohibition against any future disclosure.

37. Entire Agreement and Modification. This Agreement and all recitals, exhibits, schedules, and riders attached hereto (if any) are incorporated herein and by this reference made part of this Agreement as if fully set forth herein, and all such documents and instruments constitute the entire agreement between Owner and Manager, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied in this instrument shall be of any force or effect, and all other representations, negotiations and agreements, written and oral, are superseded by this Agreement and are of no force or effect.

38. OFAC. MANAGER IS NOT, NOR WILL MANAGER BECOME A PERSON WITH WHOM U.S. PERSONS OR ENTITIES ARE RESTRICTED FROM DOING BUSINESS UNDER REGULATIONS OF THE OFFICE OF FOREIGN ASSET CONTROL ("**OFAC**") OF THE DEPARTMENT OF THE TREASURY (INCLUDING THOSE NAMED ON OFAC'S SPECIALLY DESIGNATED AND BLOCKED PERSONS LIST) OR UNDER ANY STATUTE, EXECUTIVE ORDER (INCLUDING THE SEPTEMBER 24, 2001, EXECUTIVE ORDER BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM), OR OTHER GOVERNMENTAL ACTION AND NEITHER MANAGER NOR ANY MANAGER PARTY IS OR WILL BECOME A PERSON WHO VIOLATES THE U.S. FOREIGN CORRUPT PRACTICES ACT 15 U.S.C. §§78DD-1, 78DD-2 AND 78DD-3, OR THE U.K. BRIBERY ACT 2010 (C.23) (BOTH, AS AMENDED FROM TIME TO TIME) OR ANY OTHER SIMILAR LAW OR LEGAL REQUIREMENT AND NEITHER MANAGER NOR ANY MANAGER PARTY WILL ENGAGE IN ANY DEALINGS OR TRANSACTIONS OR BE OTHERWISE ASSOCIATED WITH ANY SUCH PERSONS.

39. CONVICTED VENDOR LIST. MANAGER ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE, AND MANGER SHALL ABIDE BY THE TERMS AND CONDITIONS OF SAID NOTICE AT ALL TIMES DURING THE TERM: "A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING 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, R CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF FIFTEEN THOUSAND DOLLARS ($15,000.00) FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST."

40. Excusable Delay. The performance by either party to this Agreement of its respective obligations shall be excused by an Excusable Delay attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Excusable Delay event acting in a diligent, commercially reasonable manner.

41. CITY COMMISSION APPROVAL. THIS AGREEMENT IS EXPRESSLY CONTINGENT UPON OWNER OBTAINING WRITTEN APPROVAL FROM THE CITY COMMISSION OF OCOEE ("**CITY COMMISSION**") AS SHALL BE EVIDENCED BY THE EXECUTION OF THIS AGREEMENT BY CITY COMMISSION ("**CITY COMMISSION APPROVAL**"). MANAGER ACKNOWLEDGES THAT OWNER'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONDITIONED UPON OWNER OBTAINING CITY COMMISSION APPROVAL. OWNER SHALL USE COMMERCIALLY REASONABLE EFFORTS TO OBTAIN CITY COMMISSION APPROVAL AS PROMPTLY AS PRACTICABLE FOLLOWING THE EFFECTIVE DATE, PROVIDED THAT OWNER SHALL NOT BE REQUIRED TO MODIFY OWNER'S EXISTING FINANCING ARRANGEMENTS, INCUR ANY ADDITIONAL OBLIGATIONS, OR ACCEPT ANY CONDITIONS THAT OWNER, IN OWNER'S SOLE DISCRETION, DEEMS UNREASONABLE OR ADVERSE. MANAGER AGREES TO PROVIDE, UPON OWNER'S AND/OR CITY COMMISSION'S REQUEST, ANY DOCUMENTATION, FINANCIAL STATEMENTS, OR OTHER INFORMATION REASONABLY REQUIRED BY CITY COMMISSION TO FACILITATE THE APPROVAL PROCESS. OWNER SHALL NOTIFY MANAGER, IN WRITING, UPON OBTAINING CITY COMMISSION APPROVAL. IF THE OWNER DOES NOT RECEIVE CITY COMMISSION APPROVAL WITHIN THIRTY (30) DAYS FROM THE EFFECTIVE DATE (THE "**APPROVAL PERIOD**"), SUBJECT TO ANY EXTENSION OF THE APPROVAL PERIOD AS STATED HEREIN, EITHER PARTY MAY TERMINATE THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE OTHER PARTY WITHIN FIVE (5) DAYS AFTER THE EXPIRATION OF THE APPROVAL PERIOD. IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS PROVISION, NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS, OBLIGATIONS, OR LIABILITIES UNDER THIS AGREEMENT, EXCEPT FOR OBLIGATIONS THAT EXPRESSLY SURVIVE TERMINATION. OWNER RESERVES THE RIGHT TO EXTEND THE APPROVAL PERIOD BY ISSUING WRITTEN NOTICE TO MANAGER. SUCH EXTENSION SHALL NOT EXCEED SIXTY (60) DAYS FROM THE ORIGINAL DEADLINE, UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES. SHOULD OWNER DETERMINE, IN OWNER'S SOLE DISCRETION, THAT CITY COMMISSION APPROVAL IS UNLIKELY OR UNATTAINABLE, OWNER MAY TERMINATE THIS AGREEMENT BY ISSUING WRITTEN NOTICE TO MANAGER. MANAGER ACKNOWLEDGES THAT OWNER SHALL BEAR NO LIABILITY TO MANAGER SHOULD CITY COMMISSION APPROVAL NOT BE SECURED, AND MANAGER WAIVES ANY CLAIMS AND/OR CAUSES OF ACTION AGAINST OWNER ARISING FROM THE FAILURE TO SECURE CITY COMMISSION APPROVAL.

42. NEGOTIATION. THIS AGREEMENT HAS BEEN NEGOTIATED AT ARMS-LENGTH BY AND BETWEEN OWNER AND MANAGER, EACH HAVING AN OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS AGREEMENT, AND, THEREFORE, IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE DEEMED DISPROPORTIONATELY RESPONSIBLE FOR DRAFTSMANSHIP. MOREOVER, THIS AGREEMENT WAS PREPARED BY OWNER BUT SHALL NOT BE CONSTRUED MORE STRICTLY AGAINST OWNER AS THE RESULT THEREOF. MANAGER IS ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH ITS REVIEW OF THIS AGREEMENT. BY MANAGER'S EXECUTION OF THIS AGREEMENT, MANAGER ACKNOWLEDGES THAT IT HAS BEEN AFFORDED AN OPPORTUNITY TO HIRE INDEPENDENT LEGAL COUNSEL AND HAS EITHER OBTAINED ADVICE FROM INDEPENDENT LEGAL COUNSEL OR HAS DETERMINED THAT SUCH ADVICE WAS NOT NECESSARY.

[Signatures on following page]

[Signature page of Management Agreement by Owner]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

CITY OF OCOEE, a Florida municipal corporation

ATTEST:

By:_____

_____
Melanie Sibbitt, MMC
City Clerk

Date:_____

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD 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 LLP

By: _____
A. Kurt Ardaman, City Attorney

[Signature page of Management Agreement by Manager]

MANAGER:

_____,
a _____

By: _____

EXHIBIT A

MANAGEMENT FEE

(1) Base Management Fee. Manager shall be paid a base management fee in the amount of Five Thousand and No/00 Dollars ($5,000.00) per month ("**Base Management Fee**"). The Base Management Fee shall be comprehensive of all of Manager's expenses, and except as expressly set forth herein and/or in the Operating Plan, or as otherwise approved, in writing, by Owner, no administrative expenses or additional overhead or other direct or indirect costs of Manager shall be billed directly or indirectly to Owner. The Base Management Fee shall begin to accrue as of May 1, 2025, and thereafter shall be payable, in arrears, upon submission of an invoice pursuant to Section 4 of this Exhibit A by Manager, subject to Owner's review and approval, by Owner from the Operating Account on a monthly basis in accordance with this Agreement.

(2) Incentive Fee. Manager shall share any Net Income received by Owner, reconciled on a monthly basis, in a ratio of seventy percent (70%) to Owner and thirty percent (30%) to Manager ("**Incentive Fee**"), provided that the Incentive Fee shall not exceed Four Thousand Dollars ($4,000.00) per month. The Incentive Fee shall begin to accrue as of May 1, 2025, and thereafter shall be payable, in arrears, upon submission of an invoice pursuant to Section 4 of this Exhibit A by Manager, subject to Owner's review and approval, by Owner from the Operating Account on a monthly basis in accordance with this Agreement, provided that no Incentive Fee will be payable if Manager is in breach of this Agreement after written notice and an opportunity to cure (as applicable).

(3) Management Fee Cap. Notwithstanding anything stated herein to the contrary, the Management Fee shall not exceed Nine Thousand Dollars ($9,000.00) in any calendar month during the Term.

(4) Payment Procedure; Invoicing Requirement. In furtherance of the foregoing, Manager shall submit a formal invoice for the Management Fee, including each applicable portion thereto (e.g., the Base Management Fee and the Incentive Fee) to Owner, which includes a breakdown and confirmation of the applicable amount. Owner shall have five (5) business days to review, approve, and/or dispute said invoice, of which during this process, Owner may request backup documentation and additional information. Once approved, which shall not be unreasonably withheld or delayed by Owner, Manager may draw the Management Fee from the Operating Account, provided that no portion of the Management Fee shall be paid directly from the Revenue Account. In the event Owner disputes any portion of the Management Fee invoice, the undisputed portion shall be paid, and the remainder shall be subject to good-faith resolution. Owner retains the right to claw back any overpaid or unearned portion of the Management Fee following audit or review.

EXHIBIT B

GENERAL MANAGEMENT AND OPERATION

(1) Golf Club Hours of Operation. The Golf Club shall be operated on a daily basis for the entire calendar year and shall not be closed on holidays.

(2) Fees and Charges. Manager shall establish, maintain, revise and administer the overall charge structure of the Golf Club, including without limitation, Resident and nonresident greens fees, golf cart rental fees, golf club rentals and any other services provided at the Golf Club, subject to the prior written approval of Owner. Manager shall collect all charges, rents and other amounts due or require bonding and/or security deposits from Managers, guests, invitees, patrons, concessionaires and other parties providing exclusive services, cause notices to be served upon any such parties to quit and surrender space occupied or used by them where desirable or necessary, and ask for, demand, collect and give receipts for all charges, rents and other amounts which may at any time be due from any such parties.

(3) Resident Rate. Notwithstanding anything stated herein to the contrary, Manager shall implement a discounted greens fee rate for all Residents, subject to additional terms, conditions, and restrictions from Owner.

(4) Dress Code. With the approval of Owner, Manager shall adopt and enforce a dress code for play and for the food and beverage venues which is consistent with the Golf Club Quality Standard. This dress code shall apply to all visitors, golfers, and employees.

(5) Club Policy. Manager shall not allow the formation of formal men's or women's clubs or any other type of club membership in conjunction with the Golf Club without the prior written consent of Owner.

(6) Handicap Service. During the Term, Owner may desire to implement at the Golf Club a United States Golf Association golf handicap service to both men and women golfers who patronize the Golf Club. Upon the request of Owner, Manager shall make the necessary arrangements to implement such handicap system.

(7) Starter Service and Marshals. Starter services shall be provided in the Golf Shop and shall include the assignment of tee times and carts and the collection of fees. While the Golf Club is open for play, marshals shall closely monitor and control the speed of play and assist the slower golfers in order to maintain golf play at acceptable levels.

(8) Club Cleaning. Upon request by Owner, golf club cleaning services shall be provided to golfers prior to and immediately upon their completion of golf play. There shall be no charge to the golfers for golf club cleaning services. Appropriate Employees may accept gratuities from customers for such services.

(9) Communications. Manager will be responsible for booking golf tee time reservations, member communications, monthly event calendars, inbound phone services, data collection and other reasonable administrative duties.

(10) Tournaments. Consecutive tee times, shotgun starting formats, and modified shotgun starting formats shall be acceptable forms of reservations for tournaments.

(11) Restaurant and Other Food and Beverage Operations. Manager shall perform all the food and beverage operations at the Golf Club, including banquet/catering services. Manager shall develop the food and beverage offerings and all menus to be used by Manager in the Restaurant, as well as the catering operations. Manager shall ensure that the Restaurant is maintained and operated in accordance with the Golf Club Quality Standard. Manager shall comply with all Laws governing the serving of alcoholic beverages, and shall properly train and direct all Employees in this regard through policies, posting of notices and supervision and shall deliver to Owner, upon request, copies of all required certifications.

(12) Golf Shop. Manager will provide operations in the Golf Shop consistent with the Golf Club Quality Standard, including, but not limited to, effective tee sheet management utilizing Manager's experience combined with point-of-sale systems, internet support, and reservation systems, and effective merchandising programs including coordinating the quality and volume controls of the Golf Shop and implementing carefully monitored plans that maximize profit and optimize the Golf Shop's inventory levels. The Golf Shop shall be open from dawn to dusk every day that the Golf Course is open for play. Manager shall be responsible for promoting and increasing sales at the Golf Shop. Manager shall staff the Golf Shop

each day that the Golf Course are open for play. Space shall be provided in the Golf Shop for merchandise that Owner may develop as part of Owner's marketing and public relations programs, including such items as t-shirts, polo shirts, sun visors, license plate frames, coffee cups, and golf balls. For the purpose of merchandise sales in the Golf Shop, Manager agrees to keep inventory on hand at an amount contemplated in the Operating Plan (as applicable), provided that this inventory amount will be exclusive of any gifts or prizes ordered for specific groups or tournaments. All merchandise to be sold is subject to Owner's approval, which approval shall not unreasonably withhold. Manager shall remove and withdraw from sale any goods or services which may be found objectionable (as determined in Owner's sole and absolute discretion) following receipt of notification from Owner.

(13) Golf Instruction. Manager shall retain, as independent contractors, golf instructors to provide golf lessons and golf instruction at the Golf Club. All golf instructors must be certified Professional Golf Association or Ladies Professional Golf Association golf professionals or apprentices, and shall be approved by the Director of Golf at the Golf Club. All golf instruction fees shall be handled as a cash register transaction and reported in the same manner as green fees. Manager shall develop a golf instructional program that will offer individual and group lessons, video instruction, golf clinics, junior golf clinics, and golf schools. A golf professional shall only be allowed to conduct golf lessons at the Golf Club if he or she has first obtained the approval to do so by Manager; such approval may be conditioned on payment of an appropriate fee.

(14) Driving Range. The driving range shall be open from dawn to dusk every day that the Golf Course is open for play. Driving range balls shall be of the highest quality, and all cracked and worn range balls shall be removed daily. A driving range fee, if any, shall be charged as set by Manager in the Operating Plan (as applicable).

(15) Golf Club Rentals. Quality rental golf clubs and bags shall be available for customers of the Golf Club.

(16) Golf Carts. Golf cart rentals shall be required for all golfers on the Golf Club. Manager shall not permit the use of private golf carts on the Golf Club. All golf carts shall be 4-wheel vehicles, and shall be equipped with canopies, windshields, coolers and sand containers and holders. Manager shall employ a full-time on-site cart mechanic who is qualified to repair and maintain the golf carts.

(17) Office Operations. The Golf Club shall be equipped with all necessary equipment to allow for the efficient administration of the Golf Club business. The General Manager of the Golf Club shall represent the Golf Club as a member of the local golf association. Upon Owner's written request, Manager shall provide Owner with a written job description for each management position at the Golf Club. Owner shall keep these job descriptions in strict confidence, subject to applicable public records disclosure Laws. Manager shall maintain at the Golf Club (e.g., human resource and personnel records) copies of all Manager corporate policies and procedures, as such may be changed from time to time.

(18) Safety and Security. The Golf Club shall comply with all safety regulations of federal, state and local governmental agencies, and applicable federal occupational, health, and safety laws and regulations. Manager shall take all reasonable actions to protect the safety of all Employees and customers, invitees, and patrons of the Golf Club. The Golf Club shall contain appropriate security systems, including video monitoring of cash operations, security alarm systems, motion detection sensors for after-hours control, and locks for the maintenance yard and perimeter gates. The alarm system at the Golf Club shall be tied into an offsite monitoring station. Manager shall keep for seven (7) days computer back-up tapes for all accounts payable and accounts receivable information. All hard records at the Golf Club shall be kept in fireproof files.

(19) Customer Forms. Forms shall be visible and readily available to customers of the Golf Club to present their comments or complaints regarding the Golf Club. Completed forms shall be made available to Owner upon request.

(20) Golf Club Quality Standard Training Program. Within thirty (30) days after the Commencement Date, and then prior to the commencement of each Operational Year, Manager shall implement a Golf Club Quality Standards training program for all Employees who come into contact with guests, customers, invitees, and patrons at the Golf Club. Manager shall also make all Employees available to attend any additional service training programs as directed by Owner.

EXHIBIT C

ACCOUNTING

(1) Books and Records. Manager shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the Golf Club. Manager shall make available to Owner, Accountant, Owner Representative, and Owner's attorneys and agents, all books and records relating to the Golf Club, including contract documents, invoices and construction records. Owner shall have the right to perform any and all audits of the books and records and Manager's operation of the Golf Club. In the event the audit discloses any errors in the books and records, Manager shall correct such errors upon written notice of same. Any such audit shall be conducted at the expense of Owner, provided that Manager shall reimburse Owner from Manager's own funds for the cost of such audit if the audit reveals an error in Manager's accounting, which results in a variance of three percent (3%) or more. All books and records for the Golf Club shall be located at the Golf Club. All accounting books and records shall be maintained in accordance with GAAP and shall be maintained in an accrual format for each Operational Year. All such books, records, and reports shall be maintained separately from Affiliated Facilities. Manager agrees to maintain reasonable and necessary accounting, operating, and administrative controls relating to the financial aspects of the Golf Club, and such controls shall provide checks and balances designed to protect the Golf Club and Owner. The cash registers used by Manager shall be approved by Owner. Manager shall deliver to Owner all of the financial and accounting books and records of the Golf Club upon the expiration or earlier termination of this Agreement, and Owner shall have the right to inspect and audit such books and records thereafter.

(2) Statements and Reports. Manager shall render statements, reports, and other related information to Owner, in a form reasonably acceptable to Owner, as follows, all of which shall be prepared in accordance with GAAP consistently applied and certified as materially true and correct by Manager. All such statements shall contain such detail as is reasonably requested by Owner, including the following:

(a) Monthly Statements. Within fifteen (15) days after the end of each calendar month, Manager shall deliver to Owner a detailed statement of profit and loss statement, balance sheet, cash flow statement, and budget variance report showing the results of operation of the Golf Club for the preceding calendar month and year to date, which statement shall include sufficient detail to reflect all Gross Revenue and Operating Expenses, and specifically including, all revenues or other funds received, expenses and disbursements made, by relevant category of the Approved Budget and, in the case of unbudgeted revenues, receipts, expenses and disbursements, an itemized list, a comparison of the amounts received and expended with the estimated receipts and expenses set forth in the Approved Budget, both for the preceding month and year-to-date, a statement of all delinquent receivables and other charges for the use of the Golf Club, and include bank reconciliations. Moreover, all monthly statements shall include rounds mix report with comparison to prior year (based on available information), course maintenance schedules and update on current conditions, rate schedule for each player category, membership sales update (if applicable), capital repairs and projects that are commercially advisable, guest survey report, competitive market analysis, and environmental management plan updates.

(b) Departmental Reports. All department heads at the Golf Club will prepare a monthly variance report for their respective departments as compared to the Operating Plan to be reviewed by Owner and Manager. Manager shall hold weekly departmental staff meetings in order to closely monitor all Operating Expenses. Manager will create a detailed cost analysis for each department which will be reflected in such variance reports.

(c) Special Reports. Manager shall prepare additional special reports from time to time at the reasonable request of Owner.

(d) Annual Statements. Within thirty (30) days after the end of each Operational Year, a profit and loss statement showing the result of operation of the Golf Club for such Operational Year which statement shall include sufficient detail to reflect all Gross Revenue and Operating Expenses, including the Management Fee. If requested by Owner, and at the sole expense of Owner, these financial statements shall be certified by Accountant.

(e) Final Report. Upon the expiration or termination of this Agreement for any reason, Manager shall promptly deliver to Owner the following: a final accounting, reflecting the balance of income and expenses of the Golf Club as of the date of expiration or termination, to be delivered within fifteen (15) days after such expiration or termination, any balance

or monies in the Operating Account, or elsewhere, held by Manager, and all books and records (including those stored in computerized software), contracts, Bookings, leases, receipts for deposits, unpaid bills and other records, papers or documents which pertain to the Golf Club, to be delivered within five (5) days of such termination.

(3) Data, Storage, and Reporting Process. All reports, budgets, payroll, bank statements, and documentation, information, and reports required under this Agreement must be uploaded regularly to a secured cloud system, as selected and approved by Owner. Manager shall only use such system when sending sensitive communications, information, and documentation in accordance with this Agreement. Nightly backups of all accounting and operational data related to the Golf Club shall be performed. At all times, Owner shall retain full ownership of all financial, operational, customer data, and other data related to the Golf Club, and Manager acts only as data steward.

(4) Revenue Protection Technology. Manager shall use a cloud-based point-of-sale system approved by Owner that tracks all transactions in real-time, of which cannot be edited or deleted post-transaction, is integrated with the accounting system and accessible by Owner, and settlement must occur directly into the Revenue Account.

EXHIBIT D

MARKETING AND SALES

(1) Marketing. The Golf Club shall be promoted, marketed and advertised in accordance with the Marketing Plan. Manager shall cause the Golf Club to be marketed together with and in a substantially similar fashion and manner as Affiliated Facilities, subject to the terms of this Agreement. Manager shall focus on effectively promoting and increasing the awareness and use of the Golf Club, which shall consist of addressing group outings, special events, promoting use of the Golf Club by Residents, and increasing the profile of the Golf Club locally and nationally through effective public relations and advertising programs. Manager will assist with the preparation of a progressive and specially tailored marketing campaign maximizing all promotional opportunities, including utilization of marketing strategies used at other Affiliated Facilities. Manager will coordinate the preparation of creative advertisement concepts, whether for print, radio, direct mail, internet, etc., working when necessary with a designated graphic artist or ad firm agreed upon by the Owner and Manager. Manager will be responsible for the development of all necessary marketing collateral pieces such as brochures, promotional fliers, scorecards, yardage books, etc. Manager will coordinate all website, internet or email marketing efforts. Manager will examine the effectiveness and cost of existing programs and make recommendations for ongoing improvements. Manager will make recommendations for competitive events which would bring exposure and prestige to the Golf Club at a reasonable cost. Manager will also consider innovative promotional concepts which may achieve the same goals.

(2) Sales. Manager shall provide cooperative sales and marketing services to the Golf Club, which shall include, without limitation, Manager soliciting new golf memberships and corporate relationships, pursuing other business opportunities such as catering opportunities, weddings, corporate meetings and private events, and marketing the Golf Club through various promotions. In order to promote the Golf Club and benefit the business of Owner, Manager shall enjoy complimentary use of the Golf Club, which such use shall include, without limitation, donating rounds of golf for public relations and marketing purposes, provided that any complimentary use shall not interfere with the overall operation and management of the Golf Club and the maximization of revenue therefrom. Owner shall solely own all data procured through marketing and sales efforts related to the Golf Club, including without limitation, the customer database. During the Term, Owner grants Manager a worldwide, non-exclusive license to host, copy, transmit, display and use such data in order for Manager to perform Manager's duties, obligations, and responsibilities stated herein.

(3) Brand Management Program. Manager shall work closely with City Manager or his/her designee to implement a marketing and brand management program, which shall be approved by Owner (the "**Brand Management Program**"). As part of the Brand Management Program, Manager shall provide cooperative sales and marketing services to the Golf Club which shall include system-wide sales and marketing activities for the Golf Club and all Affiliated Facilities, including national and international advertising, group sales promotion, public relations and direct selling efforts for the benefit of the Golf Club and the collective business development at all Affiliated Facilities, participation in Manager central reservation system which provides a regional, national and international toll-free system for inquiries regarding Bookings and for making, changing and canceling reservations at the Golf Club and/or Affiliated Facilities, representation at golf industry sales and trade shows, inclusion on, and a hyperlink from, Manager's website to the Golf Club's website, and such other additional sales and marketing services as Manager may determine may benefit the Golf Club and the Affiliated Facilities or develop and promote further the Golf Club.

(4) Local Marketing Efforts. Manager shall create resident involvement programs and socials, community related affiliations, charity involvement, support of local golf programs, junior golf promotions and other public relations programs. In addition to the Resident Rate, Manager will prepare customized programs for the Residents, which programs may include privileges or preferences for Residents which are reasonably requested by Owner, and solicit corporate group outings of all sizes.

EXHIBIT E

HUMAN RESOURCES

(1) Human Resources. Manager shall cause to be furnished to the Golf Club certain services which are furnished generally on a central or regional basis to other Affiliated Facilities, which includes processing of bi-weekly payroll, including check printing and distribution, remittance of state and federal taxes, administration and processing of garnishments, issuance of W-2s, and other procedures related to the maintenance of payroll records, administration of employee benefits, such as medical and flexible spending programs, monitoring of vacation and sick leave balances, Consolidated Omnibus Budget Reconciliation Act notification, new hire paperwork, maintenance of personnel records, leave under the Family and Medical Leave Act, 401(k) audit fees, and termination issues, the provision of Manager's standardized materials for conducting compliance training (e.g. standards implementation, safety (including OSHA compliance), and harassment prevention), recruitment, and administration of employee reward and recognition programs, periodic oversight, through Manager's centralized internal audit function, of the Golf Club's operational and accounting control procedures, access to a computer application "help desk," access controls (user ID administration), systems design/engineering, systems management methodologies, management of enterprise applications, and enterprise connectivity, as well as assistance from a regional technology manager to coordinate the implementation of new and upgraded technologies, oversight of hardware/software procurement, establishment of strategic technology goals, and monitoring service satisfaction, and the cost of insurance for the Employers Practices Liability insurance and the Crime Coverage Policy.

(2) Employees. At all times during the Term, Manager shall employ all Employees, the number of which shall be no more than reasonably necessary to efficiently operate the Golf Club as contemplated in the Operating Plan, in the name of Manager. Manager shall, in Manager's sole discretion, recruit, hire, train, discharge, promote, and supervise the Executive Employees, and through the Executive Employees, supervise the recruiting, hiring, training, discharge, promotion, and work of all other Employees, and independent contractors and others reasonably necessary to operate the Golf Club.

(a) Procedures and Policies. Manager shall establish employment procedures, policies, pay scales, employee benefits, including medical, dental, health and life insurance pursuant to the Operating Plan, and use commercially reasonable efforts to resolve all employment disputes, provided that such resolution shall not be final until Manger obtains Owner's prior written approval of such resolution. All Employees shall be "employees" of Manager and not employees of Owner. Manager shall be responsible for compliance with all Laws, including without limitation, all Laws relative to payroll and employment of all Employees. Manager may enter into contracts on Manager's behalf with Employees, but shall not enter into any labor agreement on behalf of Owner or the Golf Club without the prior written consent of Owner. Except as otherwise covered by Manager's indemnification obligations stated herein, all costs of every kind and nature related to Employees, independent contractors and other personnel at the Golf Club shall be the responsibility of Owner. No covenants, agreements, or other restrictions shall be placed upon any Employees which restricts Employees from working at the Golf Club after the Expiration Date.

(b) Compensation; Benefits. The compensation to be paid all Employees shall be an Operating Expense. Subject to reimbursement as an Operating Expense, Manager shall be solely responsible for the payment of all payroll taxes and the required withholding of taxes for Employees, provided, however, that any failure to pay such taxes or withholding and any related fines and penalties shall be paid by Manager without reimbursement from Owner unless the failure to pay was the result of the failure by Owner to provide funds as required herein. Manager shall provide Owner with a schedule of the cost of having Employees participate in the benefits offered by Manager to employees of Affiliated Facilities, which Owner shall approve in Owner's sole discretion. With respect to those benefits approved by Owner, Manager shall make available such benefits to eligible Employees, and the allocable share of such employee benefits accruing while working at the Golf Club shall be an Operating Expense.

(c) Introductory Period. Manager shall offer employment to all of the employees who are presently employed at the Golf Club, provided, however, said employees shall be placed on an introductory period during their first ninety (90) days of employment with Manager ("**Introductory Period**"). During the Introductory Period, Manager will evaluate each individual employee and determine whether said employee is suitable for the applicable job position. At the completion of the Introductory Period, Manager may, in Manager's sole discretion, terminate any of said employees, and Owner

acknowledges and agrees that the completion of the Introductory Period by any of said employees does not guarantee employment for any period of time thereafter.

(d) Executive Employees. Manager shall consult with Owner with regard to the hiring and firing of Executive Employees, and Manager's decisions to hire and fire Executive Employees shall be subject to Owner's prior written consent, which such consent shall not be unreasonably withheld, conditioned or delayed, provided, however, such consent shall not be necessary if (i) such Executive Employee voluntarily terminates his/her employment, or (ii) Manager terminates such Executive Employee for violations of the Law, fraud or acts involving moral turpitude, and provided further, that Manager promptly thereafter provides written notice to Owner stating the reasons therefore. Owner shall have the right to approve, in writing and in advance, any Executive Employee that Manager intends to hire for these positions, which approval shall not be unreasonably withheld.

(e) Training. Manager shall use established procedures, techniques and programs to hire and evaluate qualified applicants. Moreover, Manager shall provide a premier and comprehensive employee training program for all Employees embodying Manager's professional golf management standards, of which this training program shall provide all Employees with such ongoing and additional training as is necessary to maintain the level of quality set forth in the Operating Plan. Subject to the obligation of Manager to observe the Laws regarding such matters, the Operating Plan, and the Owner's right to approve the hiring or termination of any Executive Employee, and other terms of this Agreement, Manager shall have the authority to hire, establish compensation and benefits for, promote, discharge, and supervise all Employees in accordance with guidelines and employment policies (which shall include, without limitation, policies regarding safety in the workplace, equal employment opportunities, and anti-discrimination policies, programs, and practices) proposed by Manager and agreed to, in writing, by Owner. Manager acknowledges and agrees that Owner's approval of policies and procedures is intended to promote the Golf Club Quality Standard and ensure compliance with Manager's obligations pursuant to this Agreement and that Manager remains responsible for the conduct, behavior, and actions of all Employees.

(f) Liability. Manager shall be responsible for any employment related liability, fine, penalty or award (including the cost of defense and attorney fees) with respect to claims, demands, arbitration or litigation brought by any Employee(s) resulting from violations by Manager, any of Manager's corporate personnel, any Executive Employees, and/or any supervisory staff and/or others under the control of Manager in relation to supervising Employees, of the Laws governing the employment or working conditions of the Employees ("**Damages**"). Except for the proceeds of any insurance coverage described herein, Manager shall not be entitled to any indemnification or reimbursement by Owner for such Damages unless such Damages were the result of a policy or procedure which was required, in writing, by Owner or the result of working conditions at the Golf Club which were identified in writing as non-compliant by Manager and Owner failed to provide the requisite funding to remedy such conditions after written notice to Owner.

EXHIBIT F

MAINTENANCE

(1) Plan. Manager shall implement a first-class maintenance program for the Golf Club, which will result in optimum agronomic, turf and playing conditions on a year-round basis taking into consideration the Operating Plan. Manager will perform a detailed analysis of the existing programs in place and, together with the Golf Course Superintendent, create a specific maintenance program for the Golf Club as part of the Operating Plan. Manager's goals for maintenance of the Golf Club, as outlined in the Operating Plan, shall be to optimize the finest year-round agronomic conditions and achieve such conditions at the lowest possible cost, maximize playability while featuring the Golf Course's design strategy, maximize presentation of the Golf Course in keeping with the overall theme of the Golf Club, and comply with all Laws and all documents recorded in the public records pertaining to the Golf Club.

(2) Specifications. The following specifications shall be adhered to by Manager at all times during the Term:

(a) All greens will be mowed and/or rolled a total of seven (7) days a week.

(b) Height of cut will be .145" to .200" but may be modified from time to time as deemed necessary by the Golf Course Superintendent in conjunction with input from the General Manager and Owner Representative.

(c) Collars and approaches will be mowed up to three (3) times per week, provided that during dormancy periods, the frequency may be less but must not appear unmaintained at any time.

(d) Aerification shall be completed twice during the Term, and the type of aerification shall be determined by Golf Course Superintendent in conjunction with the General Manager and Owner Representative.

(e) Vertical cutting shall be performed as needed up to once per week and should complement each aerification and topdressing. Grooming and brushing shall be done at this time as well.

(f) Promptly after each aerification, a topdressing material (e.g., similar to the greens construction sand), approved, in writing, by Owner Representative, shall be applied and brushed into the turf, of which this application shall be done with an approved topdressing spreader. Spot topdressing shall be applied as needed to repair damage from ball marks and other damage. Light topdressings shall also be done in conjunction with the vertical cutting process.

(g) Provided the Golf Course experiences normal conditions during the Term, at a minimum, 10# N, 16# K, and 3# P should be applied per one thousand (1,000) square feet. Adjustments shall be made based on soil nutrient level testing and growing conditions at the time of treatment.

(h) Post-emergent weed control shall be an ongoing daily effort and shall be distributed in the most efficient manner possible based on conditions of the Golf Course. Invasive species of grass shall be mowed but may require additional treatments.

(i) The landscaping surrounding all maintenance buildings and the Clubhouse shall at all times be maintained in accordance with the Operating Plan.

(3) Programs. At all times during the Term, Manager shall:

(a) Commit to ongoing education of Employees and all applicable Contractors regarding Golf Club maintenance, including an education program designed to educate the maintenance staff with regards to minimizing environmental pollution associated with the management and operation of the Golf Club.

(b) Work toward minimizing environmental pollution and towards reducing primary and secondary environmental impacts associated with pesticide, fertilizer, fungicide, nematicide and herbicide usage. This includes the primary goal of increasing biological control and reduction of chemical controls.

(c) Increase the parameters of water quality testing at selected off-site points of water discharge following two stormwater events in which discharge is expected to occur from the Golf Club for specific chemicals, elements or compounds in any fertilizer, pesticide, fungicide and herbicide used on the Golf Club. Examples of parameters are heavy metals in fertilizers, nematicides, aluminum, copper, phosphorous, nitrogen, potassium, manganese, magnesium, sulphur, etc. Reports will be submitted to the County a minimum of twice per year.

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 4

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for SFG Ocoee Owner, LP for the 409 Business Park, 409 Ocoee Apopka Rd. (Development Engineer Keaton)

Background Summary:

The 409 Business Park, 409 Ocoee Apopka Rd. property is in Commission District 3, about 725 feet north of the intersection of Ocoee Apopka Rd. and West Silver Star Rd. The developer has completed construction of the subdivision's infrastructure improvements and requested a Certificate of Completion. The infrastructure improvements include potable water, sanitary sewer, reclaimed water, utilities, roadways, stormwater collection system, perimeter wall/fencing, and associated landscaping. All identified punch list repairs have been completed, and the developer is ready to start the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, the developer must furnish the City with a Surety to cover any possible damage discovered during the next two years. Should the developer not choose to make those repairs, SFG Ocoee Owner, LP has provided the City with a Warranty Bond in the amount of 10% of the constructed improvements cost. The attached Maintenance, Materials, and Workmanship Agreement (Form 8 from the Land Development Code) acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the two-year warranty period and the repair of any damages caused over those two years.

Issue:

Should the Honorable Mayor and City Commissioners accept the Surety bond provided by SFG Ocoee Owner, LP for the 409 Business Park, 409 Ocoee Apopka Rd. warranty and execute the Maintenance, Materials, and Workmanship Agreement?

Recommendations:

The Development Services Department recommends that the Honorable Mayor and City Commissioners approve the Surety bond and the execution of the Maintenance, Materials, and Workmanship Agreement with SFG Ocoee Owner, LP for the 409 Business Park, 409 Ocoee Apopka Rd.

Attachments:

1. 2-Year MMW Bond Copy

Financial Impacts:
None

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP WARRANT BOND

Development Services – Planning Division
1 N. Bluford Avenue | Ocoee, FL 34761
Phone: 407.905.3157

Bond No. 014260458

Received Date – Office Use Only

KNOW ALL MEN BY THESE PRESENTS, that SFG Ocoee Owner, LP, of 3280 Peachtree Rd NE, Ste 2770 of Atlanta, GA 30305 ~~County, Florida~~, hereinafter referred to as "Developer" and The Ohio Casualty Insurance Company of 175 Berkeley St, of Boston, MA 02116 ~~County, Florida~~, hereinafter called "Surety", are held and firmly bound unto the City of Ocoee, Florida, a municipal corporation in the State of Florida, as obligee, in the full and just sum of Eighteen Thousand Two Hundred Seven and 32/100 ($18,207.32) dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has developed and constructed a subdivision in the City of Ocoee, Florida, known and identified as 409 Business Park, 409 Ocoee Apopka Rd and in connection therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage facilities (including retention and detention ponds), and/or other improvements under the provisions, conditions, and requirements of the subdivision approval granted the 16 day of November, 20 21, by the Board of City Commissioners of the City of Ocoee, Florida.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Developer shall maintain all improvements required as a condition of the subdivision approval, including but not limited to roads and other structures, sewer and water systems, drainage facilities (including retention and detention ponds) and other public utilities, in first class condition for a period of two (2) years from the date of issuance of a Certificate of Completion, and if the Developer shall replace all paving or other structures which within said two (2) year period shall be found not to comply with said subdivision approval, and that if the Developer shall replace any other improvements, including but not limited to the sewer and water systems, drainage facilities (including retention and detention ponds), and other public utilities, the materials, workmanship, performance or structural integrity of which shall be found not to comply with said subdivision approval for a two (2) year period following issuance of the Certificate of Completion by the City and shall pay any and all costs or expenses incidental to the performance of any work required to be performed hereunder, then this obligation shall be void; otherwise to be and remain in full force and effect.

FURTHERMORE, if at any time during the two (2) year period following the issuance of the Certificate of Completion the City notifies the Developer and Surety, in writing, of any deficiency or fault in the materials, workmanship, performance or structural integrity of the required improvements, including but not limited to roads and other structures, sewer and water systems, drainage facilities (including retention and detention ponds) and other public utilities, then this bond shall continue in full force and effect until such deficiency or fault is corrected.

SIGNED, SEALED, AND DATED THIS 24th DAY OF March, 20 25.

SFG Ocoee Owner, LP

DEVELOPER

The Ohio Casualty Insurance Company

SURETY Leigh McCarthy, Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 3389

Form 9

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212716-014167**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Smith; Barbara Duncan; Beth Frymire; Brook T. Smith; Deborah S. Neichter; Jacob Motto; James T. Smith; Jason D. Cromwell; Jill Kemp; Leigh McCarthy; Lynnette Long; Mark A. Guidry; Michael Ocasio; Natasha Richardson; Raymond M. Hundley; Raymond Meyer Hundley, Jr.; Ryan Britt; Suzanna Knight

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding as upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of November, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of November, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF OCOEE SIGNATURE PAGE
(Maintenance, Materials, and Workmanship Warrant Bond)

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

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 5

Contact Name: Ginger Corless
Contact Number: Ext. 1028

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval to Terminate Contract #23-010 with Kimley-Horn & Associates to Update the City's Land Development Code. (Development Services Director Ginger)

Background Summary:
On January 16, 2024, the City executed the agreement with Kimley-Horn & Associates (KHA) to provide professional services for the City of Ocoee's Land Development Code (LDC) Update. Following the kickoff meeting, the consultant held numerous meetings with city staff, as well as reviewed the City's regulations and pertinent planning studies. KHA delivered their first draft LDC on December 31, 2024. On January 22, 2025, staff notified the firm that they had found the first draft of the LDC to be unacceptable due to a multitude of issues, omissions, and inconsistencies. Between January and mid-February, staff from both the City and KHA met multiple times to review the outline and content. On February 18, KHA submitted a revised first draft of the LDC. Following its submission, staff continued discussions with KHA regarding the updated draft. Upon reviewing the document, staff noted that while the reorganization generally aligned with the outline they had provided, there remain significant issues and apparent misunderstandings between what staff intended to convey and what KHA delivered.

Therefore, after much discussion among City staff, including the City Manager's Office, a consensus was reached to terminate the KHA contract. On April 1, 2025, KHA was notified that City staff would request the City Commission to terminate the KHA contract on April 15, 2025. KHA was instructed to stop work immediately by the Development Services Director, except for the time required to package and forward their work effort to date to the City. Following KHA's final invoice, it is estimated that $56,000 will not be expended by KHA.

As a reminder, the City Commission has approved a resolution adopting the Pending Legislation Doctrine (also referred to as the Pending Ordinance Doctrine) in relation to Envision 2045 and the updated Land Development Code. This resolution serves to notify the public and all relevant parties that the City is actively in the process of finalizing its new governing policy framework, as outlined in Envision 2045 and the updated Land Development Code. Consequently, any land development applications submitted after the expiration of the processing moratorium on March 17, 2025, will be subject to the provisions set forth in Envision 2045 and the new Land Development Code.

With the Comprehensive Plan draft now complete, and pursuant to the provisions of the Pending Ordinance Doctrine, staff have the necessary authority and time to finalize the Land Development Code. Staff remain committed to meeting the target completion date for the LDC by August 2025.

Issue:
Should the Honorable Mayor and City Commissioners authorize the termination of the contract with KHA to draft the City's Land Development Code Update?

Recommendations:
Staff respectfully recommend that the Honorable Mayor and Commissioners terminate Contract #23-010 with Kimley-Horn & Associates.

Attachments:
1. Executed Agreement RFQ #23-010
2. Letter Intent to Terminate

Financial Impacts:
Approximately $56,000 of the $177,000 contract will not be expended by KHA.

Type of Item: Consent

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S LAND DEVELOPMENT CODE UPDATE (RFQ #23-010)

This Agreement is made as of the 16th day of January, 2024 between the following parties:

CITY:

City of Ocoee
1 North Bluford Avenue
Ocoee, Florida, 34761
a Florida municipal corporation

and **CONSULTANT:**

Kimley-Horn and Associates, Inc.
1800 2nd Street, Suite 900
Sarasota, Florida, 34236

For the following **PROJECT:**
RFQ #23-010 – Professional Planning Services for the City of Ocoee's Land Development Code Update

In consideration of the mutual covenants and obligations contained herein, CITY and CONSULTANT's Representative agree as set forth herein.

ARTICLE 1 – SCOPE OF SERVICES

1.1 Contract Term. The duration of CONSULTANT's services for this Agreement will be until project completion and turnover of all of the related documents commencing upon the date of the Notice to Proceed.

1.2 General. The City is undertaking an update of its Land Development Code (LDC) to develop standards that foster the type, scale and form of growth envisioned by the City's Comprehensive Plan and Special Area and Overlay Plans while continuing to preserve environmentally sensitive and unique areas within the City. CONSULTANT will perform a combination of the land use, site design, code writing, legal, and public outreach skills needed for the development of a hybrid form-based Code that protects the character of the City and define urban possibilities, particularly within the City's Downtown Area, to achieve the desired City vision. In accordance with the Scope of Services listed in RFQ #23-010, the general duties include, but is not limited to the following:

- Implement the Comprehensive Plan and various Master and Special Area Plans by identifying sustainable regulations and strategies to shift the City from a suburban to a more urban character and enhance mobility, economic vitality and the overall quality of life through better site design standards;
- Create standards that foster mixed-use and multi-use development and redevelopment within the Downtown Overlay Area and other Overlay Areas using

different character, intensity and scale of development and the integration of complementary mixed uses based on the desired context of the area;

- Modify and expand the list of land uses in Table 5-1 (Permitted Use Regulations) to provide a full range of land uses that are likely to occur within the City;
- Eliminate internal inconsistencies and conflicting standards that have resulted from patchwork amendments;
- Reorganize, consolidate, and supplement Article IV (Procedures), Article V (Land Use and Density Regulations) and Article VI (Design and Performance Standards) as recommended by the LDC Audit;
- Review and update Article VIII (Signs) to account for strict scrutiny of content-based sign regulations imposed by Reed v. Gilbert and to create standards for the placement, design, scale, aesthetics and architectural elevations of signage in the City based off of the new urban framework; and
- Draft a hybrid form-based Code, supplemented by clear illustrations and graphics as appropriate and needed, that provides site design and architectural guidelines and regulations that will not only be easily implemented but also effective in discouraging, limiting or eliminating monotonous street fronts, building elevations, rooflines and auto-centric site designs and development patterns.

GENERAL SCOPE OF SERVICES

The CONSULTANT's work shall include the following Tasks, as listed in RFQ and Consultant's proposal dated November 9, 2023:

Task 1. Project Orientation and Document Review.

Task 2. Matrices of Standards.

Task 3. Annotated Regulatory Outline.

Task 4. Code Drafting.

Task 5. Project Management and Coordination.

Task 6. Community/Stakeholder Outreach.

Task 7. Planning and Zoning Commission Review and Action.

Task 8. City Commission Review and Action.

Task 9. Final Draft of LDC Update.

1.3 Provide other services as deemed appropriate by the City.

ARTICLE 2 – ADDITIONAL SERVICES

2.1 Not used.

ARTICLE 3 - COMPENSATION

3.1 For the CONSULTANT's Scope of Services described under Article 1, CITY shall compensate CONSULTANT per CONSULTANT's proposal attached hereto as Exhibit A, as a lump sum fee, as follows:

ONE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS AND NO CENTS ($177,000.00)

3.2 Not used.

3.3 Payments to the CONSULTANT. The CONSULTANT will invoice the City monthly, based upon the CONSULTANT's estimate of the portion of the total services actually completed at the time of billing, in a narrative monthly invoice. Payments for services and approved reimbursable expenses shall be made in accordance with Part VII, Chapter 218, Florida Statutes, the Local Government Prompt Payment Act, from the date of presentation of the CONSULTANT's approved invoice.

3.4 Audit Rights. The CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its consultants concerning work for this Project, including any and all Additional Services or Reimbursable Expenses. CONSULTANT and its consultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. CONSULTANT shall, by written contract, require its consultants to agree to the requirements and obligations of this paragraph.

ARTICLE 4 - AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

ARTICLE 5 - INDEMNIFICATION

5.1 To the fullest extent permitted by law, the CONSULTANT indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this contract.

5.2 To the extent considered necessary by the CITY, any sums due to CONSULTANT under this Agreement may be retained by the CITY until all of the CITY's claims for

indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

ARTICLE 6 – INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain both General (Public & Property) Liability and Professional Liability Insurance (Design Errors and Omissions in the amount of $1,000,000) in the form of a certificate of insurance issued on behalf of the City of Ocoee and, for General Liability only, naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The awarded consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer in accordance with Ch. 440 of the Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General CONSULTANT and/or subconsultant providing such insurance.

2. Workers' Compensation Insurance: The CONSULTANT shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the CONSULTANT shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the CONSULTANT shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.
3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the CONSULTANT and the CITY from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT, and the amounts of such insurance shall be the minimum limits as follow:

4. Automobile Bodily Injury Liability & Property Damage Liability

- $1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee

6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The CONSULTANT shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.

7. Owner's Protective Liability Insurance: (Not applicable for CONSULTANT Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

8. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE

   Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

9. Certificates of Insurance: Certificate of Insurance Form (see sample in RFQ#23-010), naming the City of Ocoee as an additional insured will be furnished by the CONSULTANT upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:

- The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the CITY at least thirty (30) days prior to any material reduction in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become property of CITY and shall be delivered by CONSULTANT to the CITY within seven (7) days of termination of this Agreement by either party. Any use or re-use of CONSULTANT work product by CITY on other projects without the professional involvement of CONSULTANT, shall be at CITY's sole risk, without liability to CONSULTANT. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 Any Claim by CONSULTANT against the CITY must be initiated by written notice to the CITY within five (5) days after occurrence of the event giving rise to such Claim or after the CONSULTANT first recognizes the condition giving rise to the Claim, whichever is later. Failure to provide such notice shall constitute a waiver of the Claim.

8.2 In the event CITY is involved in a separate arbitration, litigation, mediation or other legal proceeding in which any aspect of the CONSULTANT's Work or entitlement to payment is at issue, or questions of law or fact common to the CONSULTANT's performance under this Agreement are involved, or if complete relief cannot be afforded in such proceeding without the CONSULTANT's participation therein, CONSULTANT hereby consents, upon written demand by the CITY, to its consolidation or joinder in that proceeding, to the applicability of any rules or procedures applicable to such proceeding, and hereby waives any objections to the location or forum in which the proceeding is pending. In the event CONSULTANT has initiated a litigation against the CITY at the time of the CITY's demand for consolidation or joinder is received, and that proceeding cannot be consolidated with the proceeding in which the CITY is involved, CONSULTANT agrees to dismiss or, in the event dismissal would prejudice CONSULTANT's rights, stay the litigation.

8.3 Attorney's Fees. The prevailing party in any legal proceeding, including but not limited to arbitration and litigation, to enforce the terms of this Agreement, including but not limited to any appellate proceedings, shall be entitled to recover its reasonable attorney's fees, paralegal fees, and costs from the non-prevailing party

8.4 Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue and jurisdiction for arbitration and/or litigation arising under this Agreement shall lie solely within the appropriate state court in Orange County, Florida.

8.5 Waiver of Jury Trial. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 9 - TERMINATION OR SUSPENSION

9.1 This Agreement may be terminated for cause by the aggrieved party if the party in material breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach.

9.2 This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. Upon a termination for convenience by the CITY, the CONSULTANT shall be entitled to amounts due for services performed through the date of the notice of termination, but shall not be entitled to any consequential damages or for lost anticipated profits or for services not yet performed under this Agreement.

ARTICLE 10 – PUBLIC ENTITY CRIME

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a consultant, or other provider and 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 CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as an CONSULTANT, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

ARTICLE 11 - PUBLIC RECORDS COMPLIANCE

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

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, 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 the Contractor does not transfer the records to the City.

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

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 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 AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

To the degree records are not exempt or confidential under Florida's Public Records law, Contractor agrees to comply with Chapter 119, Florida Statutes, and particularly Section 119.0701, Florida Statutes, relating to a contractor's obligation with regard to public records.

ARTICLE 12 – PARTIES' AUTHORIZED REPRESENTATIVES

The following individuals are authorized agents for the CITY and CONSULTANT for any and all decisions relating to the Work or this Agreement:

City of Ocoee's Authorized Representative(s)

Name: Development Services Director; or Designee

Address: 1 North Bluford Avenue
Ocoee, FL, 34761

Phone: 407-905-3157

E-Mail: mrumer@ocoee.org

CONSULTANT's Authorized Representative(s)

Name: B. Kelley Klepper, Vice President

Address: 1800 2nd Street, Suite 900
Sarasota, Florida, 34236

Phone: 941-379-7673

E-Mail: kelley.klepper@kimley-horn.com

(Remainder of page left blank intentionally.)

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.2 Entire Agreement. This Agreement, along with CITY's solicitation RFQ #23-010, and the CONSULTANT's response including all forms and price proposal for RFQ #23-010, constitutes the entire agreement between the parties hereto. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by its duly authorized officer or agent.

13.3 Headings. Headings used for the provisions of this Agreement are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning, or effect thereof.

13.4 No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the CITY may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

13.5 CITY and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.6 SCRUTINIZED COMPANIES: The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been

placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

13.7 By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement

Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.

BY: B Kelley Klepper

PRINT NAME: B. Kelley Klepper

TITLE: Vice President

WITNESSES:

NAME: JORDAN LEEP

TITLE: VICE PRESIDENT

NAME: GARY J. NADEAU

TITLE: SR VICE PRESIDENT

CITY: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

BY: _____
Rusty Johnson, Mayor

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

APPROVED BY CITY OF OCOEE COMMISSION AT A MEETING HELD ON October 17, 2023, UNDER AGENDA ITEM 12.

this 16th day of January, 2024

FISHBACK DOMINICK

BY: _____
Richard S. Geller, City Attorney

END OF SECTION

EXHIBIT "A"

CONSULTANT'S PROPOSAL, INCLUDING FEE AND DELIVERABES

Kimley»Horn

November 9, 2023

Olena Stokych, Purchasing Analyst
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761
Email: ostokch@ocoee.org

City of Ocoee's Land Development Code Update RFQ 23010
Proposed Fees and Deliverables

The following details Kimley-Horn's (CONSULTANT) proposed fee and associated deliverables under **AGREEMENT FOR PROFESSIONAL PLANNING SERVICES FOR THE CITY OF OCOEE'S LAND DEVELOPMENT CODE UPDATE (RFQ #23-010)** with the City of Ocoee (CITY).

Deliverables:

Task	*Consultant Deliverables*
Task 1. Project Orientation and Document Review.	• Kickoff Meeting Notes • Draft Level of Change Matrix • Matrix of issues to be addressed based on document review
Task 2. Matrices of Standards.	• Matrix of Standards showing: o Comparison of districts o Conflicting provisions o Proposed consolidation of duplicative districts
Task 3. Annotated Regulatory Outline.	• Draft Annotated Regulatory Outline • Final Annotated Regulatory Outline
Task 4. Code Drafting.	• First Draft of Code Updates • 1st Revised Draft of Code Updates based on consolidated comments from City Staff • 2nd Revised Draft of Code Updates based on consolidated comments from City Staff Notes: The Drafts described above will be in Word or PDF format and will show changes relative to existing code in redline/strikeout format

Task	*Consultant Deliverables*
Task 5. Project Management and Coordination.	• Update to 12 meetings with staff anticipated to be held monthly. • Preparation and maintenance of project timeline. • Document meeting outcomes.
Task 6. Community/Stakeholder Outreach.	• Attendance of up to two (2) staff at up two (2) public workshops • Preparation of PowerPoint or up to three (3) presentation boards for each of two (2) meetings. • Preparation of one handout (up to two pages) summarizing the code update.
Task 7. Planning and Zoning Commission Review and Action.	• Attendance of up to two (2) staff at up to two (2) meetings with City boards (e.g. Planning and Zoning Commission, City Commission) • Preparation of PowerPoint presentation for hearing/work session. • Revision of PowerPoint presentation for subsequent hearing/work session.
Task 8. City Commission Review and Action.	
Task 9. Final Draft of LDC Update.	• Updates as Adopted by City Commission in Word and PDF format

Lump Sum Fee Proposal:

Kimley-Horn will perform the services in Tasks 1 - 9 for the total lump sum fee below. Individual task amounts are informational only.

Task 1. Project Orientation and Document Review.	$15,000.
Task 2. Matrices of Standards.	$44,000.
Task 3. Annotated Regulatory Outline.	
Task 4. Code Drafting.	$50,000.
Task 5. Project Management and Coordination.	$23,000.
Task 6. Community/Stakeholder Outreach.	$19,000.
Task 7. Planning and Zoning Commission Review and Action.	$26,000.
Task 8. City Commission Review and Action.	
Task 9. Final Draft of LDC Update.	
Total	**$177,000.**

Notes:

- Kimley-Horn will invoice the CITY monthly, based upon the CONSULTANT's estimate of the portion of the total services actually completed at the time of billing, in a narrative monthly invoice consistent with the terms of Agreement-RFQ#23-010.
- Mileage and internal printing for the CONSULTANT are included in the Lump Sum Fee.
- The CITY will be responsible for:
  - providing appropriately equipped locations for public workshops (including seating and space for projection of presentations);
  - printing of all documents or materials for distribution; and
  - all advertising associated with meetings including public workshops and hearings.
- Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.
- This Lump Sum Fee Proposal excludes all optional tasks described in the proposal response. Any services not specifically provided for in the above deliverables will be billed as additional services and performed at our then current hourly rates.

KIMLEY-HORN AND ASSOCIATES, INC.
Signed: B Kelley Klepper

Printed Name: B. Kelley Klepper
Title: Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

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
Edgewood Partners Ins. Center/Greyling
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 7702207699 **FAX (A/C, No):** 7702207699
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Allied World Assurance Co (U.S.) Inc.	19489
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Lloyd's of London	85202
INSURER E :	
INSURER F :	

INSURED KIMLASS
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER:** 140045165 **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	X COMMERCIAL GENERAL LIABILITY			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY			CA4489663	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			CA2970071	4/1/2023	4/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC015893685 (AOS)	4/1/2023	4/1/2024	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N	N/A		WC015893686 (CA)	4/1/2023	4/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFQ #23-010; Professional Planning Services for the City of Ocoee Land Development Code Update; Eliza Juliano. The CITY OF OCOEE is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Contractual Liability is included under the General Liability Policy.

CERTIFICATE HOLDER

CITY OF OCOEE
1 North Bluford Avenue
Ocoee FL 34761

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
Gregg Bachtel

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Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

April 3, 2025

B. Kelley Klepper, Vice President
Kimley-Horn and Associates
1800 2nd Street, Suite 900
Sarasota, FL 34236
Via Email

Re: Notice of Intent to Terminate Contract #23—010
Professional Planning Services for the City of Ocoee's
Land Development Code

Dear Mr. Klepper:

Please accept this letter as your Notice of the City's intent to terminate the contract identified above for Convenience (Article 9 – Termination or Suspension). The City has not been happy with the work produced by your firm for some time. On January 22, 2025, we notified your firm, via an email to Eliza Harris Juliana, that we found the first draft of the LDC to be unacceptable for a whole litany of issues, omissions, and inconsistencies. During late January through mid-February, staff from both the City and KHA met several times to discuss the outline and content. On February 18th, KHA submitted the revised first draft of the LDC. Again, we held several discussions with KHA on the revised 1st Draft. Upon our review of the document, we found the reorganization of the draft seemed to somewhat reflect the outline we provided; however, we also feel there are still major issues and misunderstandings between what we feel we had requested and what we have been provided.

Therefore, after much discussion between City staff, including the City Manager's Office, we reached a consensus that we need to terminate the LDC contract with KHA. Tuesday afternoon (4/1/25) I called Eliza to inform her of our decision. In that discussion, I requested all LDC work stop immediately. We plan to take the Request to Terminate the Contract to the City Commission at their April 15th meeting. A termination letter will be sent following City Commission approval of termination. In the meantime, we ask that KHA provide the draft LDC in word and include any related graphics to the City. Per the contract, the City will compensate KHA for activities pertaining to the requested deliverable, up to 30 days following City Commission termination approval.

Respectfully,
Ginger Corless, AICP, CPRP,
Development Services Director

CC: Finance Department

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 6

Contact Name: Mark Olson
Contact Number: Ext. 3355

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Trade in Older Firearms for Credit Towards the Purchase of New Rifles. (Police Chief Ogburn)

Background Summary:

During an inventory of the Police Department's armory, it was confirmed that several unused and outdated firearms remained in storage. These weapons are no longer in active service and are incompatible with the department's current operational standards. The cache of weapons consists of various models phased out over time. The following firearms have been identified: (6) Mossberg 12-gauge shotguns, (2) 37mm gas launchers, (2) Springfield Armory M1 Garand rifles, (2) Glock 45 handguns, (9) Glock 19 handguns, (1) Winchester Model 94 .30-.30 rifle, (2) Colt AR-15 .223 carbine rifles, (1) Colt Law Enforcement Carbine 5.56 rifle, (1) Ruger AR-556 5.56mm rifle. SSD International has offered the Ocoee Police Department a trade-in credit of $10,251.00 for these firearms. In exchange, the Ocoee Police Department would use this credit towards purchasing (9) new FN short-barreled rifles, increasing the number of issuable weapons by nine (9) and helping ensure that the department's equipment remains modern and operationally consistent. In addition, exchanging these unused and outdated weapons will free up critical storage space within the armory. This transaction will be completed at no cost to the City of Ocoee or the Police Department.

Issue:

Should the Honorable Mayor and City Commissioners approve the trade-in credit of $10,251.00 for the unused and outdated identified weapons towards the purchase of the nine (9) newer and updated rifles indentified.

Recommendations:

Staff recommends that the Honorable Mayor and Board of City Commissioners approve the trade-in credit of $10,251.00 for the unused and outdated identified weapons towards the purchasing of the newer and updated rifles identified.

Attachments:

1. SSD International Quote
2. Surplus Inventory

Financial Impacts:
There is no financial impact on the City of Ocoee or the Ocoee Police Department. The $10,251.00 credit received from SSD will be used to purchase the (9) new rifles.

Type of Item: Consent



MILITARY & LAW ENFORCEMENT SERVICES

1349 South Orange Blossom Trail, Apopka, FL 32703 Tel. 407.410.6914

SALES QUOTATION

QUOTED BY:
Brad Ryan
Director of Sales
Brad@ssdinternationalinc.com

DATE: 03/11/2025
QUOTE: OCOEEPD-24

SELL TO:
Ocoee Police Department
646 Ocoee Commerce Pkwy
Ocoee, FL 34761
407-905-3160

SHIP TO:
Ocoee Police Department
646 Ocoee Commerce Pkwy
Ocoee, FL 34761
407-905-3160

ITEM #	DESCRIPTION	QTY	PRICE	TOTAL
TRADE G	Dept. Trade Mossberg 590A1 12ga w/ Speedfeed Stocks (black)	6	$150.00	$900.00
TRADE G	Dept. Trade Defense Technology Single Launchers 37MM	2	$50.00	$100.00
TRADE G	Dept. Trade Springfield Armory 30 Caliber M1 Garand	2	$600.00	$1,200.00
TRADE G	Dept. Trade Glock 45 with Ameriglo night sights (non-MOS)	2	$250.00	$500.00
TRADE G	Dept. Trade Glock 19 Gen 5 with Glock Night Sights (non-MOS, 4 are brand new never carried)	9	$300.00	$2,700.00
TRADE G	Dept. Trade Winchester Model 94 30-30win	1	$420.00	$420.00
TRADE G	Dept. Trade Colt AR-15 A2 Govt. Carbine 223rem	2	$350.00	$700.00
TRADE G	Dept. Trade Colt Law Enforcement Carbine, 5.56mm	1	$431.00	$431.00
TRADE G	Dept. Trade Ruger AR-556 5.56mm	11	$300.00	$3,300.00
SHIP	SHIPPING	1	$0.00	$0.00
			CREDIT TOTAL	**$10,251.00**

TERMS AND CONDITIONS

Prices are US Dollars.
Quotes are valid for 30 days. Prices are subject to change after 30 days.
Payment Terms: Purchase Order, payable within 30 days of delivery.
Returns: All returned and cancelled orders are subject to a 25% restocking fee. Return shipments require an RA number before products can be shipped back to the manufacturer or SSD.
Shipment Terms: Delivery to agency. Freight paid on orders over $5k in value.
Estimated time to shipping: 120-180 days after receipt of signed purchase order.



MILITARY & LAW ENFORCEMENT SERVICES

1349 South Orange Blossom Trail, Apopka, FL 32703 Tel. 407.410.6914

SALES QUOTATION

QUOTED BY:
Brad Ryan
Director of Sales
Brad@ssdinternationalinc.com

DATE: 03/11/2025
QUOTE: OCOEEPD-28

SELL TO:
Ocoee Police Department
646 Ocoee Commerce Pkwy
Ocoee, FL 34761
407-905-3160

SHIP TO:
Ocoee Police Department
646 Ocoee Commerce Pkwy
Ocoee, FL 34761
407-905-3160

ITEM #	DESCRIPTION	QTY	PRICE	TOTAL
36-100862	FN15 11.5 SRPG2P CHF Barrel MBUIS/Mil Spec Trigger	9	$1,139.00	$10,251.00
SHIP	SHIPPING	1	$0.00	$0.00
			TOTAL	**$10,251.00**

TERMS AND CONDITIONS

Prices are US Dollars.
Quotes are valid for 30 days. Prices are subject to change after 30 days.
Payment Terms: Purchase Order, payable within 30 days of delivery.
Returns: All returned and cancelled orders are subject to a 25% restocking fee. Return shipments require an RA number before products can be shipped back to the manufacturer or SSD.
Shipment Terms: Delivery to agency. Freight paid on orders over $5k in value.
Estimated time to shipping: 120-180 days after receipt of signed purchase order.

Item Number	Brand	Description	Model Number	Serial Number
OCPD22PRT000476	GLOCK	9mm	19	BXGN827
OCPD22PRT000477	GLOCK	9mm	19	BXGN828
OCPD22PRT000478	GLOCK	9mm	19	BXGN829
OCPD22PRT000479	GLOCK	9mm	19	BXGN830
OCPD22PRT000480	GLOCK	9mm	19	BXGN831
OCPD22PRT000481	GLOCK	9mm	19	BXGN832
OCPD22PRT000482	GLOCK	9mm	19	BXGN833
OCPD22PRT000483	GLOCK	9mm	19	BXGN834
OCPD22PRT000484	GLOCK	9mm	19	BXGN835
OCPD21PRT000474	GLOCK	9mm	45	BSEW754
OCPD21PRT000710	GLOCK	9mm	45	BSEW752
OCPD15PRT000271	COLT	.223	AR-15	LE022579
OCPD15PRT000273	COLT	.223	AR-15	LGC003590
OCPD15PRT000274	COLT	.223	AR-15	LGC003597
OCPD16PRT000581	WINCHESTER	.3030	94	2415779
OCPD21PRT000716	MK LAUNCHER	37mm	GAS GUN	D16613
OCPD21PRT000717	MK LAUNCHER	37mm	GAS GUN	D16672
OCPD16PRT000580	SPRINGFIELD ARMORY	.30	M1 GRAND	3669058
OCPD21PRT000714	SPRINGFIELD ARMORY	.30	M1 GRAND	2481755
OCPD15PRT000276	MOSSBERG	12 GUAGE SHOTGUN	590A1	R586999
OCPD15PRT000278	MOSSBERG	12 GUAGE SHOTGUN	590A1	R588597
OCPD15PRT000280	MOSSBERG	12 GUAGE SHOTGUN	590A1	R588599
OCPD17PRT001678	MOSSBERG	12 GUAGE SHOTGUN	509A1	R588600
OCPD17PRT001907	MOSSBERG	12 GUAGE SHOTGUN	590A1	R587009
OCPD17PRT001938	MOSSBERG	12 GAUGE SHOTGUN	590A1	R588604
OCPD17PRT000701	RUGER	.223	AR-556	854-42680
OCPD17PRT001674	RUGER	.223	AR-556	854-46694
OCPD17PRT000722	RUGER	.223	AR-556	854-46702
OCPD17PRT001906	RUGER	.223	AR-556	854-48545
OCPD19PRT000348	RUGER	.223	AR-556	855-06802
OCPD17PRT002034	RUGER	.223	AR-556	855-06806
OCPD20PRT000485	RUGER	.223	AR-556	855-06826
OCPD18PRT000253	RUGER	.223	AR-556	855-26657
OCPD19PRT000679	RUGER	.223	AR-556	855-26790
OCPD18PRT000267	RUGER	.223	AR-556	855-26814
OCPD18PRT000271	RUGER	.223	AR-556	855-26903

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 7

Contact Name: Shannon Hopper, Joyce Tolbert
Contact Number: Ext. 1524, Ext. 1516

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Approval of Award of RFP 25-003 Pest Control and Fertilization Services for Athletic Fields. (Procurement Manager Tolbert)

Background Summary: In compliance with the City of Ocoee (City) Purchasing code, Ch. 21, sealed proposals were solicited from qualified firms to provide pest control and fertilization services for the control of lawn pests, weeds, and vegetation at the City of Ocoee's athletic fields as needed.

The request for proposals was publicly advertised on January 26, 2025, and publicly opened on March 11, 2025. A total of four (4) proposals were received at the bid opening, with one proposal deemed non-responsive and rejected for failure to provide the required bid security. The term contract is for an initial three (3) years with two (2) automatic one-year renewals, and one (1) optional renewal at the City's discretion. Prices remain firm for the initial three (3) year term, with price adjustments considered during the renewal terms.

The three responsive proposals were reviewed by the Finance Department and provided to the RFP Evaluation Committee. The Evaluation Committee comprised of five members: Dan Abdo, Parks and Leisure Services Operations Manager; Toren Hogan, Parks and Leisure Services Operations Manager; Doug Gaines, Parks and Leisure Services Assistant Director; Chris Hines, Parks and Leisure Services Supervisor; and Trent Hopper, Assistant Director Utilities Department. The public RFP Evaluation Committee meeting was held on March 25, 2025, with the Evaluation Committee evaluating and shortlisting the firms on specific evaluation criteria as shown in the attached shortlist and evaluation forms. The evaluation committee recommends award to the top-ranked firm, Lake Jem Farms, per the attached award recommendation from Dan Abdo, Parks and Leisure Services Operations Manager.

The City denied a bid protest received from TruGreen. A copy of the protest is attached along with the City's response, which was reviewed by the City Attorney.

The following table reflects the rankings of the Evaluation Committee:

RANK	RESPONDENT	AMOUNT
1	**Lake Jem Farms, LLC**	**$65,355.00**
2	TruGreen Limited Partnership	$50,925.00
3	Protex Lawn & Pest Control, LLC	$63,138.50

Issue:
Should the Honorable Mayor and City Commissioners award the term contract for RFP 25-003 to the top-ranked firm, Lake Jem Farms, LLC, as recommended by the Evaluation Committee?

Recommendations:
Staff recommend the Honorable Mayor and City Commissioners:
1.) Award the term contract for RFP #25-003 Pest Control and Fertilization Services for Athletic Fields to Lake Jem Farms, LLC in the amount of $65,355.00 annually for an initial 3-year term with two (2) automatic one-year renewals, and one (1) optional renewal at the discretion of the city;
2.) Authorize the Mayor, City Clerk, and Staff to execute all necessary contract documents once the required insurance is received; and,
3.) Authorize the City Manager to approve Change Orders to the contract up to the limit of his purchasing authority for each change order and up to the budgeted amount each fiscal year.

Attachments:
1. Award Recommendation Letter
2. Shortlist and Evaluation Forms
3. Proposal Checklist
4. RFP 25-003 Solicitation
5. Addendums 1-4
6. Bid Protest from TruGreen and City's Formal Response
7. Proposal - Lake Jem Farms
8. Proposal - TruGreen
9. Proposal - Protex Lawn & Pest Control

Financial Impacts:
The annual cost of the contract is adequately funded through the Parks & Leisure Services as budgeted each fiscal year.

Type of Item: Consent

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

MEMORANDUM

Date: March 27th, 2025

To: Shannon Hopper, Purchasing Agent

From: Daniel Abdo, Parks Operations Manager

Through: Mark Johnson, Parks and Leisure Services Director

RE: Contract Award Recommendation.
RFP #25-003 Pest Control and Fertilization Services for Athletic Fields

The City received three (3) responsive proposals on the project from interested firms, which were ranked by the evaluation committee. The evaluation committee, comprised of representatives from Parks and Leisure Services and Utilities Department, recommends the City Commission accept the rankings and award the contract for Pest Control and Fertilization Services for Athletic Fields RFP #25-003, to the top ranked firm, Lake Jem Farms. The contract is adequately funded through the Parks & Leisure Services budget to cover the annual costs of this contract.

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS EVALUATION FORM/SHORTLIST

Respondent		Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Evaluator 1		**1**	3	2
Evaluator 2		**2**	3	1
Evaluator 3		**1**	3	2
Evaluator 4		**1**	3	2
Evaluator 5		**1**	2	3
TOTAL		**6**	14	10
RANKING		**1**	3	2

Note: Lowest Total is Top Ranking

Evaluator 1

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Company Qualifications, Experience and References **(0-50 Points)**	50	40	47
Proposed Brands of Chemicals, Proposed Bermuda Turfgrass Application Program Schedule **(0-30 Points)**	30	28	28
Price Proposal **(0-20 Points)**	16	16	20
TOTAL POINTS (0-100 Points)	**96**	**84**	**95**
Member Ranking (1-3)	**1**	**3**	**2**

Evaluator Name: Daniel P. Abdo

Evaluator Signature: DPA

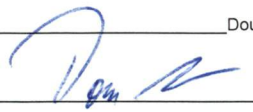
Evaluator 2

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Company Qualifications, Experience and References **(0-50 Points)**	49	45	50
Proposed Brands of Chemicals, Proposed Bermuda Turfgrass Application Program Schedule **(0-30 Points)**	30	29	30
Price Proposal **(0-20 Points)**	16	16	20
TOTAL POINTS (0-100 Points)	**95**	**90**	**100**
Member Ranking (1-3)	**2**	**3**	**1**

Evaluator Name: Doug Gaines

Evaluator Signature: 

Evaluator 3

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Company Qualifications, Experience and References **(0-50 Points)**	50	30	40
Proposed Brands of Chemicals, Proposed Bermuda Turfgrass Application Program Schedule **(0-30 Points)**	30	25	25
Price Proposal **(0-20 Points)**	16	16	20
TOTAL POINTS (0-100 Points)	**96**	**71**	**85**
Member Ranking (1-3)	**1**	**3**	**2**

Chris Hines

Evaluator Signature: _____

Evaluator 4

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Company Qualifications, Experience and References **(0-50 Points)**	48	40	45
Proposed Brands of Chemicals, Proposed Bermuda Turfgrass Application Program Schedule **(0-30 Points)**	32 30	~~26~~ 24	~~28~~ 26
Price Proposal **(0-20 Points)**	16	16	20
TOTAL POINTS (0-100 Points)	~~96~~ 94	~~82~~ 80	~~93~~ 91
Member Ranking (1-3)	1	3	2

Evaluator Name: Toren Hogan

Evaluator Signature: Toren S. Hogan

Evaluator 5

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Company Qualifications, Experience and References **(0-50 Points)**	50	30	20
Proposed Brands of Chemicals, Proposed Bermuda Turfgrass Application Program Schedule **(0-30 Points)**	25	25	25
Price Proposal **(0-20 Points)**	16	16	20
TOTAL POINTS (0-100 Points)	91	71	65
Member Ranking (1-3)	1	2	3

Evaluator Name: Trent Hayes

Evaluator Signature:

RFP #25-003
PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS
3/11/2025 2:00 P.M.
RFP PROPOSAL CHECKLIST

RESPONDENT		Family Lawn Care Flor, LLC	Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Acknowledge Addendum No. 1-4		NON-RESPONSIVE FOR FAILURE TO SUBMIT THE REQUIRED 5% BID SECURITY WITH PROPOSAL. RESPONDENT'S PROPOSAL, INCLUDING ITS ALTERNATIVE METHOD OF PROVIDING A 3% CASHIER'S CHECK AS BID SECURITY UPON AWARD OF THE CONTRACT, IS REJECTED BY CITY.	✓	✓	✓
Bid Security 5%			Company Check	Cashier's Check	Bid Bond
Company/License Verification			Active	Active	Active
Forms/Affidavits			*Forms missing notarized section. Requested, 3/13; Received, 3/17.	*E-Verify registration proof. Requested and Received 3/14	✓
Summary of Litigation, Equipment List, Subcontractor List			✓	✓	✓
Exceptions to Scope or Contract Documents			None	None	None
Qualifications, Experience, at least three (3) References			✓	✓	✓
Proposed Brands of Chemicals, Proposed Bermuda Turfgrass Application Program Schedule (Addendum 03, Exhibit E)			✓	✓	✓
PROPOSAL ITEMS	**UNIT**				
Bill Breeze Park	annual	~~$ 13,083.00~~	$ 4,565.00	$ 6,983.00	$ 4,255.00
Bob Sorenson Fields	annual	~~$ 32,678.16~~	$ 15,970.00	$ 10,059.00	$ 9,860.00
Jim Beech Recreation Complex	annual	~~$ 40,686.96~~	$ 21,140.00	$ 13,966.00	$ 17,520.00
Vandergrift Central Park	annual	~~$ 34,187.88~~	$ 17,760.00	$ 22,071.50	$ 14,700.00
Vignetti Park	annual	~~$ 23,364.00~~	$ 5,920.00	$ 10,059.00	$ 4,590.00
TOTAL ANNUAL COST		~~$ 144,000.00~~	$ 65,355.00	$ 63,138.50	$ 50,925.00

Firms listed in alphabetical order
*Missing forms are considered a minor irregularity.

CITY OF OCOEE

REQUEST FOR PROPOSALS
RFP #25-003

PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

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RFP #25-003
PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

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**Submit with Proposal*

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed proposals for **RFP #25-003 Pest Control and Fertilization Services for Athletic Fields.** Proposals will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on February 25, 2025.** Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened, virtually online and the name of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFP shall be in writing and directed to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing shopper@ocoee.org. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Bonfire by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information, please visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Bonfire platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, January 26, 2025.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #25-003
PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

A. Sealed proposals for RFP #25-003 will be received by the City of Ocoee, hereinafter called "City," from any person, firm, corporation, or agency, hereinafter called "Respondent, Firm, Bidder, or Proposer," submitting a proposal for the services being solicited. Each Respondent shall furnish the information required on the proposal form supplied and each accompanying sheet thereof on which an entry is made. Proposals submitted on any other format may be disqualified. Proposals must be typed or handwritten using ink; do not use pencil. Proposal documents must be submitted under the signature of a legally responsible representative, officer, or employee and should be properly witnessed and attested. All proposals should also include the name and business address of any person, firm, or corporation interested in the proposal, either as a principal, member of the firm, or general partner. If the Respondent is a corporation, the proposal should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.

B. The City is ONLY accepting electronic solicitation responses online through the City's Bonfire platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the Current Open Solicitations menu. All Proposals for this RFP MUST be submitted electronically through the Bonfire Platform. Proposals received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for prospective respondents to use the Bonfire e-procurement platform. The Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

   Registration with Bonfire is free and is required prior to submitting a proposal. It is suggested that prospective respondents register no later than 24 hours in advance of the submission deadline to ensure proper registration. For assistance with registering, contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

   Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at https://ocoee.bonfirehub.com by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

C. **Deadline for Receipt of Questions:** The City will receive questions regarding this RFP only through written inquires directed to Shannon Hopper, Purchasing Technician at

shopper@ocoee.org OR through the questions and answer section of the project file on Bonfire until **February 18, 2025, 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Respondents should not contact City staff (with the exception of the Purchasing Technician), City Commission, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

D. **Pre-Proposal Conference:** None scheduled at this time.

E. **Proposal Submission Deadline:** Proposals will ONLY be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on February 25, 2025.** Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their Proposal on the Bonfire Platform. Proposals must be received by Bonfire no later than the proposal submission deadline**.** It shall be the sole responsibility of the Respondent to have its Proposal **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a Proposal after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Respondent. A virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. Once available, the details on how to access the virtual bid opening will be posted in the project file on Bonfire and available on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

F. **File Uploads** – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

G. The City intends to award a single contract to one (1) firm deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFP. Proposals will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Bonfire. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. Please be aware that all City Commission meetings are duly noticed public

meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.

H. All Proposers shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal.

I. **Submission of a proposal shall constitute an acknowledgment that the Proposer has complied with the instructions of this RFP.** The failure or neglect of a Proposer to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Proposals shall be in compliance with the contract documents and scope of services. **All costs to prepare and submit proposals shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.**

J. Any response by the City to a request by a prospective respondent for clarification or correction will be made in the Bonfire RFP file or in the form of a written addendum which will be distributed via Bonfire. It shall be the responsibility of each Respondent to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. In case any Respondent fails to acknowledge receipt of any such Addendum, its proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

K. Any of the following causes may be considered sufficient for the disqualification of a Respondent and rejection of its Proposal:
   - Submission of more than one (1) proposal for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
   - Evidence of collusion between or among the Proposers;
   - Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
   - Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Proposer's ability to properly perform the services;
   - Failure to provide the required Bid Security;
   - Failure to comply with state licensing requirements; or
   - Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

L. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** 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 proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute 287.133 (2) (a).]

M. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

N. **PUBLIC RECORDS COMPLIANCE:**
The City of Ocoee (the "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 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 AT 407-905-3105, ccdl@ocoee.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

O. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

P. **ACCEPTANCE AND AWARD:**
The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the Proposer qualifies its proposal by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Proposer which, in the City's sole discretion, is the most responsive and responsible Proposer. The City reserves the right, as an aid in determining which proposal is responsible, to require a Proposer to submit such additional evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award.

End of Section

GENERAL TERMS & CONDITIONS
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES
FOR ATHLETIC FIELDS

1. BID SECURITY

a) All Proposals must be accompanied by Bid Security in the form a Cashier's/Certified Check, Bid Bond, or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to five percent (5%) of the proposal amount. A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the Respondent, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Respondent will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents. Please note checks will be deposited.

b) A copy of the bid security is to be included with the proposal submitted electronically on Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761**; failure of a Respondent to provide the original bid security may cause its Proposal to be deemed non-responsive.**

c) In the event of withdrawal of said proposal within ninety (90) days following the opening of proposals, or Respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the RFP after issuance of Notice of Intent to Award by the City, then such Respondent shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.

d) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.

e) The cost of the required Bid Bond and required insurance coverage is to be included in the Respondent's overhead and is not eligible for reimbursement as a separate cost by the City. The refund checks of the three (3) most favorable Respondents will be returned within three (3) days after the City and the successful Respondent have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check

2. PERFORMANCE BOND

Performance and Payment Bonds are not required.

3. PATENT INDEMNITY

Except as otherwise provided, the successful Proposer agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract.

Further, the Proposer shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. DEFAULT

As a result of proposals received under this RFP, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. PRICING

Pricing should be provided as indicated on the Proposal Form attached as Exhibit C. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Work and/or Proposal Form. Cost of preparation of a response to this RFP is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

The Proposal Form may not be completed in pencil. All entries on the Proposal Form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Respondent to clarify an illegible entry on the Proposal Form. If the Proposal Form requires that the proposed price, or constituent portions of the proposed price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Proposal Form should be provided by the Respondent and be correctly computed. If there is an arithmetical conflict between the unit price stated by the Respondent on the Proposal Form and the total price stated by the Respondent on the Proposal Form, the unit price stated by the Respondent on the Proposal Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Proposal Form to calculate the total price, utilizing the unit prices that have been identified by the Respondent. The taking of such action by the City shall not constitute grounds for the Respondent to withdraw its proposal nor shall it provide a defense constituting discharge of the proposal bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error, or other irregularity that

may appear on the Proposal Form. However, the City reserves the right to reject Proposal Forms that are incomplete or contain information that is not required as being non-responsive.

a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Respondent or with any competitor;
b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor;
c) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
d) Respondent warrants the prices set forth herein do not exceed the prices charged by the Respondent under a contract with the State of Florida Purchasing Division; and
e) Respondent agrees that supplies/services furnished under this proposal, if awarded, shall be covered by the most favorable commercial warranties the Respondent gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.
f) The Respondent represents that the article(s) to be furnished under this RFP is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

6. DISCOUNTS

a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of proposals. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. SAMPLES

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of proposal opening, same will be disposed of in the best interest of the City.

8. AWARD CRITERIA

The contract will be recommended for award to a single Respondent according to the Evaluation Criteria contained in this RFP.

9. LITERATURE

If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this proposal in order to properly evaluate make/model offered. Proposals submitted without same may be considered non-responsive and disqualified.

10. BID PROTESTS

All Bid Protests shall be submitted in the following manner to the Purchasing Technician at shopper@ocoee.org with a copy to the Procurement Manager at jtolbert@ocoee.org:

A. A bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

B. A bid protest shall be limited to the following grounds:
   (1) Issues arising from the procurement provisions of the RFP, its addenda, and other bidding documents; and/or
   (2) Applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its bid.

C. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

D. The bid protest shall be filed with the Purchasing Technician and Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

E. The Purchasing Technician/Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS

a) No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. Terms are Net 30 days after receipt of approved invoice.

b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.

c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. SAFETY REQUIREMENTS

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health

Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.

b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
c) The Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Human Resources/Risk Management Director, City of Ocoee), and that a first aid kit is available.
d) All individuals are required to wear hard hats on all construction sites.
e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
f) Observe the speed limit on City property.
g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. CONTRACT

a) The successful Respondent, herein also referred to as Contractor, will be required to enter into a contract with the City along the terms and conditions included in the proposed contract for the initial period of three (3) years, with two (2) automatic one-year renewals, and a one (1) year optional renewal at the City's discretion. After the initial three (3) year term, price adjustments will be allowed pursuant to the Price Adjustment provision of the Agreement.
b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing scope of work, to any third party or the City's own employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

14. DRUG-FREE WORKPLACE

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Submit the attached form with proposal.**

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of

its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

Respondent declares by submission of a Proposal that the only persons, or parties interested in their Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the contract for the described services.

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. **Submit attached form with Proposal.**

Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the Proposal is made according to the provisions of the RFP Documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP Documents.

Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final

payment to the Respondent. The Proposal constitutes a firm and binding offer by the Respondent to perform the services as stated. **Submit attached form with Proposal.**

17. PUBLIC ENTITY CRIME STATEMENT:

All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals or replies 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Respondents that submit a Bid or Proposal to the City of Ocoee are guaranteeing they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

18. 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. **Submit attached affidavit with Proposal.**

19. 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 does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). **Submit attached affidavit with Proposal.**

20. E-VERIFY

By entering into this Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated

immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

E-VERIFY REGISTRATION AND USE.

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
   (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. **Submit attached affidavit with Proposal**

21. PERMITS/LICENSES/FEES:

a) Any permits, licenses or fees required will be the responsibility of the Contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407) 905-3104, directly for information concerning this requirement.
c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

22. STANDARD INSURANCE REQUIREMENTS:

The successful Respondent shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor

to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Ch. 440, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.

b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
   - Include Waiver of Subrogation in favor of the City of Ocoee

c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

   1) Automobile Bodily Injury Liability & Property Damage Liability
      - $1,000,000 Combined single limit per occurrence (each person, each accident)
      - All covered automobile will be covered via symbol 1
      - Liability coverage will include hired & non-owned automobile liability
      - Include Waiver of Subrogation in favor of The City of Ocoee

   2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
      - $2,000,000 GENERAL AGGREGATE
      - $1,000,000 PER OCCURRENCE
      - $1,000,000 PERSONAL & ADVERTISING INJURY
      - Include Waiver of Subrogation in favor of the City of Ocoee

   3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

   4) Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations

performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE

6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

7) Builders Risk: (Not required)
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

8) Certificates of Insurance: Certificate of Insurance Form (see sample on next page), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured contractor, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(Remainder of page intentionally left blank.)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						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
		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	X	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				X WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER Builders Risk				Any 1 Loc Any 1 Occ	100,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 198

SAMPLE

23. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

_____
_____
_____
_____
_____
_____

24. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

25. SUBCONTRACTORS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONTRACTORS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

_____
_____
_____
_____
_____
_____

By submitting a proposal, Respondent certifies that it has investigated any subcontractor/temporary worker agency listed and has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner.

26. EQUIPMENT LISTING:

Provide the year, make and model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

_____
_____
_____
_____

27. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency:_____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency:_____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Does Respondent have any similar work in progress at this time? Yes___ No ___

Bank or other financial references**:**

_____
_____
_____

28. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Work or terms of the Contract Documents? Yes _____ No _____

List any exceptions Respondent has to this scope of work or contract terms. Exceptions will not be considered after the bid has been awarded. The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____

_____

_____

_____

_____

29. SUBMITTALS:

The City of Ocoee requests comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **fifty (50) 8.5"x 11" pages** (excluding front and back covers, dividers, and all forms included in this RFP), single-sided, portrait orientation, 12-point font. The page limit applies to the material contained in Sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal.

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP.

Section 1 – Company Information

- Company's history, number of years in business, etc.
- List of all company's key staff, their qualifications, their role for this contract, and a copy of each key staff's resume for the past five (5) years.
- Copies of company and employee certifications, current and active licenses and registrations with regulatory agencies, professional organizations, etc., including all Licenses as required for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office.
- List of company's equipment type and quantity to be used for this contract. See Sections 26.

Section 2 – Company Experience/References

- Provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, with other public or private agencies. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size as those required in this RFP. See Section 27.

- List of at least three (3) client references to include a description of the, project, contract dates, the awarding agency's name, the point of contact, telephone number(s), and e-mail address.
- List of subcontractors. See Section 25

Section 3 – Price Proposal

- Exhibit C (Any proposal submitted without a price proposal will be deemed non-responsive.)
- Price Proposals shall be deemed to include all material, chemicals, equipment, travel, labor in order to provide the requested services.
- Respondents must include the brands of chemical that are being proposed.

Section 4 – Other Required Content

- Required Bid Security. see Section 1. (Required. Any proposal submitted without a Bid Security will be deemed non-responsive.)
- Summary of Litigation. See Section 23
- Acknowledgement of any Addenda issued. See Section 24.
- Forms listed on Table of Contents as to be submitted with your proposal.
  - Company Information/Signature Sheet
  - Drug Free Workplace Form
  - Conflict of Interest Disclosure Form
  - Non-Collusion Affidavit
  - Certification of Non-segregated Facilities
  - Certification Regarding Scrutinized Companies' Lists
  - Human Trafficking Affidavit
  - Company Not an Entity of Foreign Country of Concern
  - Contractor E-Verify Affidavit

30. EVALUATION CRITERIA:

The criteria for making an aware recommendation are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
1. Company Qualifications, Experience and References	**50**
2. Proposed Brands of Chemicals	**30**
3. Price Proposal	**20**
TOTAL POSSIBLE POINTS	**100**

(Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.)

31. SELECTION PROCESS:

A City evaluation committee will review and evaluate each Respondent's submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services.

The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and/or may require oral presentations or interviews of firms. The City Commission shall be the sole judge of the competency of Respondents.

All Respondents shall be notified via Bonfire or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

32. TIME SCHEDULE:

The anticipated schedule of events related to this solicitation is:

January 26, 2025	RFP advertised
23 days later	Last day for questions
30 days later	Proposal submission deadline
35 days later	Proposals distributed to Evaluation Committee
50 days later	Evaluation Committee Meeting
Next Meeting	Top-ranked firm recommendation to City Commission

All dates above are an estimate and subject to change at the City's discretion.

End of Section

EXHIBIT "A"

SCOPE OF WORK

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

The following is a General Scope of Work of services to provide Pest Control and Fertilizing Service for Athletic Fields. Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All proposers shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control.

EQUIPMENT: Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be clean, in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.

No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (i.e. ruts, skid marks, or tears, etc.).

1. SCOPE OF WORK UNDER PROPOSAL

a. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Ocoee athletic field locations. (See Appendix B)

b. Chemical applications will include, but is not limited to all:
   - Fertilizers
   - Chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars, and aphids
   - Fungus and other diseases
   - Weed Control of broadleaf weeds, grassy weeds, and sedges

c. "Control of" shall be defined as no more than one (1) occurrence of any manifestation during the season, or a minimum of four (4) months. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.

2. BACKGROUND

a. There are currently five (5) scheduled service locations throughout the City. **(See Appendix B**, Locations and Service Schedule). Each location requires applications and service frequencies specific to its needs.

b. Prior to submitting a bid, Bidders should visit each site listed on **Appendix B**, to review the conditions under which it will be required to operate. Failure to do so will in no way relieve Contractor from providing any and all materials,

labor, equipment or performing any work that may be required to carry out the requirements of this Agreement in accordance with the specifications contained herein.

3. MINIMUM REQUIREMENTS

At a minimum, Contractor shall meet the following qualifications:

a. Where applicable, hold current Licenses for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 482. These shall include the Florida Commercial Right-Of-Way Pesticide License, the Florida Limited Commercial Maintenance License, and the Pest Control Operator Certification in Turf and Ornamental.

4. OPERATIONAL REQUIREMENTS

a. Be responsible for posting all required warning and information signs for the application of chemicals, as required by product label and applicable regulations.

b. Provide a dedicated account manager, who is readily available to administer this Agreement on a day-to-day basis.

c. Maintain the minimum insurance requirements for the Term of Agreement.

d. Provide service personnel for the provision of services under this Agreement who are educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have and maintain the necessary training required by federal, state, and local regulations, including OSHA and EPA requirements.

e. Provide service personnel for the provision of services under this Agreement who meet the City's background check requirements.

f. Employ proven methods of pest control such as Integrated Pest Management (IPM) in order to protect people, properties, and the local environment.

g. Be responsible for following all federal, state and local laws regarding hazardous chemicals, including the Environmental Protection Agency Title 40 Code of Federal Regulations and the product's label.

h. Set up a service schedule that is designed to meet the City's requirements.

i. Provide a detailed Report of Work, which should include date, time, weather conditions, application information, etc. and an Inspection Record report after each service to the Parks Operations Manager.

j. Visit all new sites added to the servicing list during the Term of Agreement, prior to beginning work, and submit pricing, a recommended application schedule including types of chemicals, and specifications for each application to the Parks Operations Manager.

k. In compliance with Florida Occupational Health and Safety Statute Chapter 442, and before services are provided submit MSDS information to the Parks and Leisure Services Department for all proposed chemicals to be used in

treatment.

l. Provide resolution of discrepancies in service and invoicing within five (5) business days of notification.

m. Respond within five (5) business days to calls for unscheduled service and respond as soon as possible to calls for emergency service.

n. Notify the City within five (5) business days of any changes in the account manager or other Contractor contact information.

o. Provide the dates for scheduled services for the initial six-month period of this Agreement to the City within ten (10) business days of execution of this Agreement and bi-annually thereafter.

5. UNIFORMS

The contractor's employees shall wear uniform shirts and all trucks should be marked with the company name, at a minimum, for easy recognition by residents and City personnel. Employee safety is the contractor's responsibility, both in work clothing and actions, and shall be in accordance with applicable OSHA standards, and all equipment shall be operated in a safe manner as recommended by the manufacturer.

6. DAMAGE TO PROPERTY

All damages including but not limited to damage to sprinklers, irrigation lines, walls, trees, shrubs, poles/posts, signs, street furniture, landscaping, etc. caused by the contractor in performance of the duties under this contract shall be repaired in a timely manner at the contractor's expense.

7. ADDITION AND DELETION OF SERVICE LOCATIONS

a. The City reserves the right to add or delete regularly scheduled service locations at any time during the Term of Agreement without penalty.

b. The City shall give Contractor ten (10) days written notice of any deletions of regularly scheduled service location, if possible. Billing for the deleted regularly scheduled service locations will end on the date services are terminated.

c. The City Manager will have the authority to approve change orders requests for up to the limit of his purchasing authority for each change order. The City Commission must approve change orders that exceed the City Manager's purchasing authority. Contractor may not begin service on any additional locations without the written consent of the City.

8. SPECIAL CONTRACTOR REQUIREMENTS

At the start of the contract, the contractor will provide the City with the name and cell phone number of the Company Quality Control Representative. The Quality Control Representative shall respond to all City complaints or inspection deficiencies immediately. The contractor's representative will inform the City immediately after the corrections have been made. Contractor shall be capable of being contacted through their office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Sunday. A contact must be available during regular work hours,

after-hours, weekend, and holidays. Contractor shall demonstrate the ability to perform limited basic landscape and irrigation design services as requested by the City by providing examples of previous experience of similar projects.

Contractor shall also demonstrate the ability to perform landscape and irrigation installation services as requested by the City by demonstrating previous experience in performing previous projects. Contractor shall perform a monthly irrigation inspection and test. Results of inspection and test will be provided in a written report to the City detailing any required repairs.

9. ADDITIONAL WORK

The City may ask the contractor for additional services. The contractor shall submit a written proposal for each additional service requested by City. The cost for these services shall be negotiated and are in addition to the annual contract for Athletic Field Pest Control and Fertilization Services. Additional work may include, but not limited to the following:

- Sod Replacement and/or New Installations
- Irrigation System Repair beyond the Scope of this Proposal
- Irrigation System Redesign, Installation, and/or Retrofit
- Additional Fertilizing Applications
- Additional Pest Control Applications
- Other Landscape Services as may be Assigned

10. BERMUDA TURFGRASS APPLICATION PROGRAM

a. All Bermuda Turfgrass applications are accounted for in **Appendix A** with the 12-month treatment plan.

b. The vendor will be responsible for all granular fertilizer applications, as well as, mole cricket treatment. The costs of these applications are to be included in the Price Proposal Form.

c. Weed Control: Contractor should include in the base price all herbicide applications necessary to control infestations of undesirable plants (broadleaf weeds, grassy weeds, and sedges) below threshold populations. All applications shall be made following recommendations contained in The University of Florida Pest Control Guides for Turfgrass Managers.

d. Schedule and Application Rates: The Contractor shall apply pre-emergent herbicides as prescribed in **Appendix A,** and any post emergent treatments needed to keep undesirable plants at or below threshold levels in all Bermudagrass fields listed in **Appendix B**. The costs of these applications are to be included in the Price Proposal Form. All herbicide applications must comply with the manufacturer's recommendations for dilution and application. Contractor shall be responsible for monitoring weather conditions and either reschedule application or employ adjuvants as needed, to ensure that the manufacturer's minimum required contact times are met. Any reapplications of herbicide needed as a result of rainfall occurring during or immediately after

application, shall be the responsibility of the Contractor, at no additional charge.

e. Threshold for action: Contractor shall be required to provide treatments whenever the incidence of weeds exceeds acceptable threshold populations. Unacceptable threshold populations exist when there are more than two (2) broadleaf or grassy weeds per 100 square foot area on any portion of the field.

f. Insect Control: Contractor shall apply insecticides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the Proposal Form. Contractor shall provide prior notice for all applications to coordinate with the programming scheduled for the fields.

g. Quality Control: The Parks and Leisure Department may randomly monitor application rates and sample diluted pesticides for independent lab analysis. The Parks Operations Manager may visually inspect treated sites following supplemental applications for evidence of both dead and live insects. Should the lab or other analysis indicate that the rate of application is less than required, or the application was ineffective, Contractor shall be required to reapply the pesticide, at no additional cost to the City of Ocoee.

h. Fungicide Treatment: Contractor shall apply fungicides at the times indicated in **Appendix A,** following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included Respondent's Price Proposal Form.

i. Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be clean, in good repair, and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work. No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears). Any equipment left on site overnight must be approved by the Parks Operations Manager and is the sole responsibility of the Contractor.

j. All containers, packaging, and used materials are not to be disposed of on City property. Disposal of all containers and packaging is the responsibility of the Contractor.

k. Contractor must perform their duties utilizing accepted and required OSHA safety equipment as required by EPA labeled products.

BERMUDA TURF: Shall be maintained at a 95% weed free level of controllable weeds. Controllable weeds shall include all broadleaf, grassy, and sedge weeds that can be suppressed or eradicated through single or multiple applications of selective, pre-emergent and post-emergent herbicides.

WEED CONTROL (Broadleaf and Grassy):

It shall be the Contractors responsibility to notify a designated City representative in order to schedule irrigation requirements. The standard for weed control will depend upon the type of turf grass and is designated below. Undesirable plants growing in the turf stand are to be considered weeds for eradication. Cultural conditions and

fertility/insect control programs contribute greatly to the prevention of opportunistic weed growth. Typical target weeds include but are not limited to:

a. Broadleaf: Florida Pusley, Pennywort, Chickweed, Clover, and Spurge
b. Grassy: Crabgrass, Goose grass, Crows foot, Signal Grass, Torpedo grass, Smut grass, Bull Paspalum and Sandspur
c. Sedge: Yellow and Purple Nutsedge

A weed pest control program is prescribed to:

a. Effectively control infestations of undesirable plants (broadleaf, grassy weeds and sedges) at threshold limits.
b. Not extend beyond target pests resulting in discoloration or injury to turf stand. Minimize hazards to human and non-target organisms.

Threshold for action: Unacceptable threshold populations exist when there are more than five (5) broadleaf weeds per 100 sq. ft. area and / or five (5) grassy or sedge weeds per 500 sq. ft. area.

The Parks Operations Manager or designee and the awarded Contractor shall conduct documented quarterly walkthroughs of each field to determine the fields that are at the required threshold for treatment. Note: Because some “weeds” are perennial, repeat applications may be required.

These recommendations will be on a field by field basis only with prior approval by City staff.

INSECT CONTROL

a. One blanket application of proposed pre-emergent herbicide product will be applied in April, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch and retreat as needed at no additional cost to the City. This will be at the discretion of the Parks Operations Manager.
b. Turf areas shall be checked bi-weekly, by the chemical maintenance contractor during the months of May through August with the remaining months to be checked on each visit for insect damage. Proper insecticides shall be applied based on latest recommendations from the Department of Agriculture. Any turf damage, due to improper chemical application and other vendor negligence, shall result in vendor replacement of damaged areas.
c. Warning signs will be placed on fields with application date written on with an industrial marker. All containers used for mixing application will be removed from City property upon completion of job.
d. A review (walk-thru inspection) will be conducted by Parks Operations Manager and vendor on each visit to evaluate potential disease, pest and or weed damage. Contractor will set aside a time frame to communicate and document, with the Parks Operations Manager, the needs of the city.

BERMUDA FERTILIZATION PROGRAM:

Fertilization is to be conducted quarterly to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth.

a. Rate of Application: 4 pounds of Nitrogen per 1,000 sq. ft.

b. Form of Fertilizer: Granular, well formed, uniformed particle size blend

c. Fertilizer Analysis Ratio: 4:2:3 minimum w / Iron (Fe). No more than 50% “Quick Release” forms of Nitrogen. No more than 50% Water Insoluble Nitrogen (WN) via Sulfur Coated Urea (SCU) or Synthetic Forms (IBDU, etc.). Fertilizer labels shall be made available to the City following application.

* Based on the amount of play. supplementing with liquid fertilizer in the spray applications may be required.

Contractor will be responsible for the proper application of fertilizer. Frequency and composition of fertilizer applications will depend upon the type of turf grass and is designated below. Extra applications per written report may be required on weak and stressed fields.

(Remainder of page intentionally left blank)

Appendix A
Bermuda Turfgrass Application Program

Month	Insecticide	Prem. Herbicide	Fungicide	Herbicide	Fertilizer
January	As Needed	Treatment	As Needed	As Needed	
February	As Needed	Treatment	As Needed	As Needed	
March	As Needed		Treatment	As Needed	Treatment
April	As Needed	Treatment	Treatment	Treatment	
May	Treatment	Treatment	Treatment	Treatment	
June	Treatment		As Needed	Treatment	
July	Treatment		As Needed	Treatment	Treatment
August	Treatment		Treatment	Treatment	
September	Treatment	Treatment	Treatment	Treatment	
October	As Needed		As Needed	Treatment	Treatment
November	As Needed	Treatment	As Needed	As Needed	
December	As Needed		As Needed	As Needed	

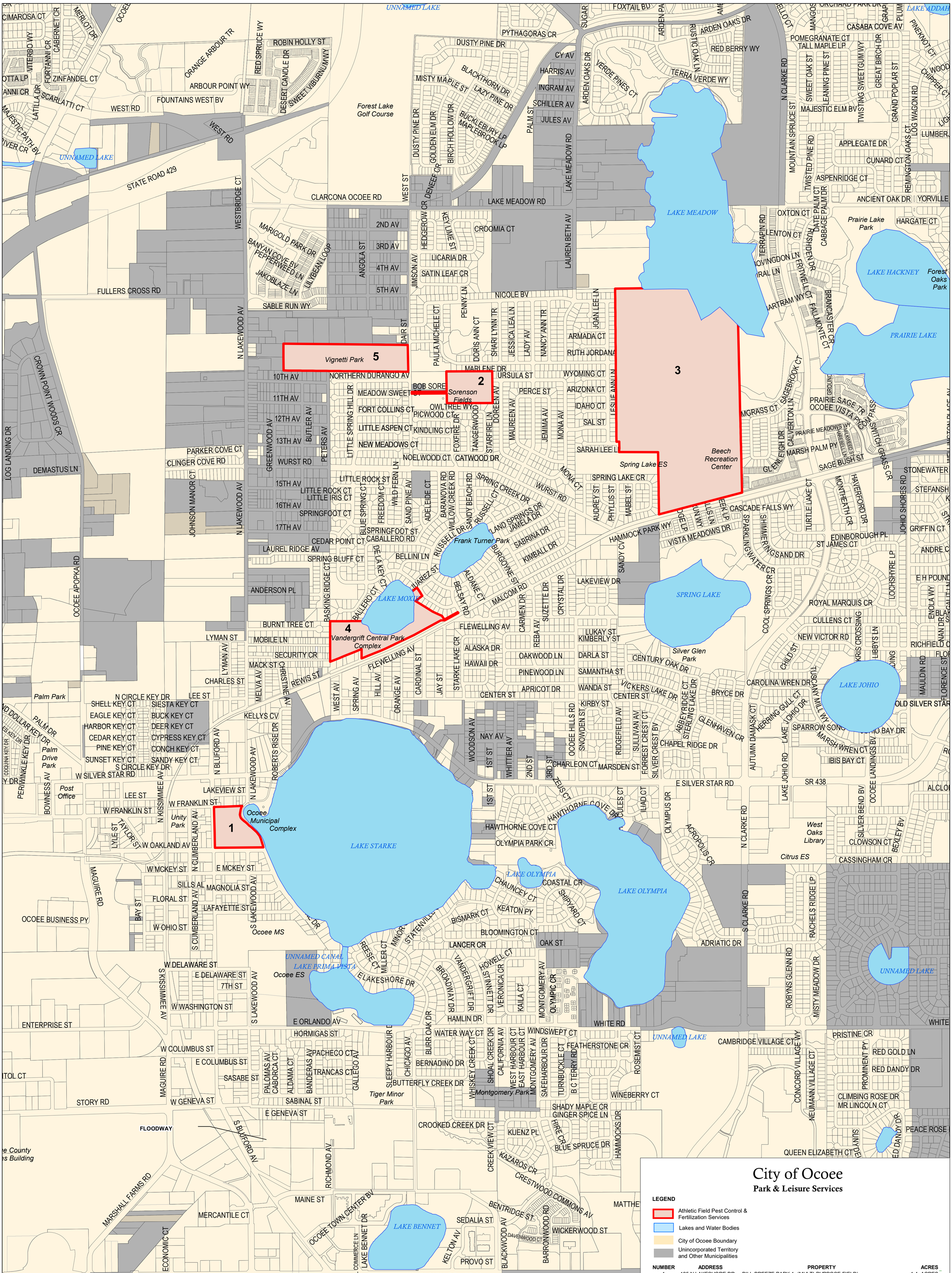
Includes: Bill Breeze Park multi- purpose field, Bob Sorenson fields 1 & 2, Jim Beech Recreation Soccer fields 1 & 2, Vandergrift Central Park fields 1,2,3 & football field, Vignetti Park fields 1 & 2

APPENDIX B
SERVICE LOCATIONS

1. Bill Breeze Park 1 multi- purpose field – 1.4 Acres
   125 N. Lakeshore Dr.
2. Bob Sorenson Fields 2 baseball fields – 4.1 Acres
   1755 Adair St.
3. Jim Beech Recreation Complex 2 soccer fields – 5.1 Acres
   1820 A.D. Mims
4. Vandergrift Central Park 3 baseball fields, 1 football field – 4.5 Acres
   560 Flewelling Ave.
5. Vignetti Park 2 baseball/softball fields – 1.6 Acres
   1910 Adair St.

End of Specifications

Athletic Field Pest Control & Fertilization Services



City of Ocoee

Park & Leisure Services

LEGEND

- Athletic Field Pest Control & Fertilization Services
- Lakes and Water Bodies
- City of Ocoee Boundary
- Unincorporated Territory and Other Municipalities

NUMBER	ADDRESS	PROPERTY	ACRES
1	125 N LAKESHORE DR	BILL BREEZE PARK 1 (MULTI-PURPOSE FIELD)	1.4 ACRES
2	1755 ADAIR ST	BOB SORENSON FIELDS (BASEBALL FIELDS)	4.1 ACRES
3	1820 A D MIMS RD	JIM BEECH REC CENTER (SOCCER COMPLEX)	5.1 ACRES
4	560 FLEWELLING AVE	VANDERGRIFT CENTRAL PARK (FOOTBALL/BASEBALL FIELDS)	4.5 ACRES
5	1910 ADAIR ST	JOHN VIGNETTI PARK AND COMMUNITY CENTER	1.6 ACRES

This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Support Services Department.

Print Date: 11/19/2024

Document Path: M:\GIS Admin\Mxds\Recreation\Athletic Field Pest Control and Fertilization Services.mxd

EXHIBIT "C"
PRICE PROPOSAL FORM
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES
FOR ATHLETIC FIELDS

Map Location No.	LOCATION	ACREAGE	SERVICES	ANNUAL COST PER LOCATION PER SCHEDULE IN APPENDIX A
1	Bill Breeze Park 1 Multi-Purpose Field 125 N. Lakeshore Dr.	1.4	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$
2	Bob Sorenson Fields 2 Baseball Fields 1755 Adair St.	4.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$
3	Jim Beech Recreation Complex 2 Soccer Fields 1820 A.D. Mims Rd.	5.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$
4	Vandergrift Central Park 3 Baseball Fields, 1 Football Field 560 Flewelling Ave.	4.5	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$
5	Vignetti Park 2 Baseball/Softball Fields 1910 Adair St.	1.6	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$
TOTAL PROPOSED ANNUAL COST OF ALL LOCATIONS:				**$**

Proposed Insecticide: _____
Proposed Preemergent: _____
Proposed Fungicide: _____
Proposed Herbicide: _____
Proposed Fertilizer: _____

Respondent (Company Name): _____
Prepared By: _____

RFP #25-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

_____ _____
COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

_____
NAME/TITLE (PLEASE PRINT) _____

_____ _____
STREET ADDRESS

_____
CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or
Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, Typed or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that it has 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, and available drug counseling, rehabilitation, and employee assistance programs, and the 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 bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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 is 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.

Bidder: _____

Signature _____

By: _____
(Print or Type Name)

Title: _____

Date: _____



CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Bidders must disclose within their bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the 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 that 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 and administration 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:

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

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says:

1. He/She is the _____
(Owner, Partner, Office, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____
Title: _____

STATE OF_____
COUNTY OF_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202___, by _____ who ☐ is personally known to me or ☐ has presented _____ as identification.

_____
Notary Public
My Commission Expires: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any of its establishments, and that employees are not permitted to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and that Bidder will not permit its employees to perform their services at any location under Bidder's control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where Bidder has obtained identical certification from proposed subcontractors for specific time periods) Bidder will obtain identical certifications from proposed subcontractors, if any, prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Bidder will retain such certifications in its files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20___.

By: _____

_____
(Title)

Official Address (including Zip Code):

_____

_____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Bidder: _____

By:_____
(Authorized Signature)

Printed Name and Title:_____

Date:_____

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; am over the age of 18 years and otherwise competent to make the above attestation; 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.

By: _____
Print Name: _____
Print Title: _____
Company Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public Signature

(Seal)

Print Notary Name: _____
My Commission Expires: _____

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:

3. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
4. I am an officer or representative of _____ (hereinafter “Entity”), and I am authorized to provide this affidavit on its behalf.
5. Entity is not owned by the government of a foreign country of concern.
6. No government of a foreign country of concern has a controlling interest in Entity.
7. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
8. 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.
9. 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.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged □ by physical means / □ by electronic means before me this ____ day of _____ 20__, by _____, who □ is personally known to me / □ presented _____ as identification and who □ did / □ did not take an oath.

_____
Notary Public Signature

(Seal)

Print Notary Name: _____

My Commission Expires: _____

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____[contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____[contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signature: _____
Printed Name: _____
Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □physical presence or □online notarization, this ___ day of _____ 20____, by _____ _____ (name and title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she □ is personally known to me or □ has produced _____ as identification.

_____
Notary Public Signature

(Seal)

Print Notary Name: _____
My Commission Expires: _____

EXHIBIT "E"

PROPOSED AGREEMENT FOR

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

THIS AGREEMENT FOR PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS (this "Agreement") is made this _____ day of _____, 20___, by and between the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and _____, a _____ corporation, whose mailing address is _____(hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #25-003 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal, including all required forms, and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on _____(the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "C". The amount as specified in Exhibit "C" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of a Change Order, if applicable. Any prices specified

in this Agreement, will remain firm for the initial three (3) year term of this Agreement. After the initial three (3) year term of this Agreement, price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 1 N. Bluford Avenue, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: Agreement for Pest Control and Fertilization Services for Athletic Fields (RFP 25-003)**

Section 5. General Conditions.

A. Patents and Copyrights: The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default:

1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.
5) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In

the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

C. Warranty: The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

D. Time of Completion: The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.

E. Indemnification: To the fullest extent provided by law, Contractor shall indemnify and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the

failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

F. Correction of Work: Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely perform or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel, then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.

G. Right to Audit Records: The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

H. Information: All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

I. Safety Measures: The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

J. Extra Work: The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price being adjusted accordingly. All such changes in the Work shall be authorized by a written Change Order to this Agreement, and shall be executed under the applicable conditions of the Agreement.

K. Price Adjustments: Pricing is firm for the initial three (3) year term of this agreement. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for

which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.

L. Familiarity with The Work: The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions:

A. Contractor shall not employ subcontractors without the advance written permission of the City.

B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

C. Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.

G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

H. This Agreement is considered a non-exclusive Agreement between the parties.

I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

M. This Agreement, including Exhibit “A” and Exhibit “B”, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, Contractor and City have caused this Agreement for Pest Control and Fertilization Services for Athletic Fields to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: _____

BY:_____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME:_____ NAME:_____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST: APPROVED:

BY: _____ BY: _____
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 CITY OF OCOEE COMMISSION AT A MEETING HELD on_____, 2025, under Agenda Item ____.

FISHBACK DOMINICK

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

END OF SECTION

EXHIBIT “F”
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) $_____

_____

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **RFP #25-003 Pest Control and Fertilization Services for Athletic Fields.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney’s fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

    3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

    3.2 All bids are rejected by Owner, or

    3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.

If Bidder is **SOLE PROPRIETORSHIP**, complete this signature block.	
_____ (Individual's Signature) _____ (Individual's Signature) doing business as _____ _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **PARTNERSHIP**, complete this signature block.	
_____ (Partnership Name) _____ (General Partner's Signature) _____ (General Partner's Name) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) 2) _____ (Witness) **(SEAL)**

If Bidder is **CORPORATION,** complete this signature block.	
_____ (Corporation Name) _____ (State of Incorporation) By:_____ (Name of Person Authorized to Sign - See Note 1) _____ (Title) _____ (Authorized Signature) _____ (Corporation President) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

SURETY

_____ (Surety Business Name) _____ (Principal Place of Business) By:_____ (Surety Agent's Signature - See Note 2) _____ (Surety Agent's Name) _____ (Surety Agent's Title) _____ (Business Name of Local Agent for Surety) _____ (Business Address) _____ _____ (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature) _____ (Corporate Secretary Name) (Corporate Seal)

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
(3) Above addresses are to be used for giving required notice.
(4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF_____)

COUNTY OR CITY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__ by _____ as Attorney-in-Fact, who is personally known to me or who has produced _____ as identification on behalf of _____, a _____ _____ Corporation, (Surety Company)
(State)
which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said _____ were affixed by order and authority of said
(Surety Company)
Company's Board of Directors, and that the execution of the attached bond is the free act and deed of _____.
(Surety Company)

Given under my hand and seal this _____ day of _____, 202___.

_____
(Notary Public)

My Commission Expires_____

END OF SECTION

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 13, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of three (3) pages, including attachments. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or Amendments to the RFP Documents are as follows:

Q1. A request was received to pre-approve a subcontractor.

A1. The City is not pre-approving subcontractors during the bidding phase. Respondents should submit with their proposal a list of subcontractors, if any, and the qualifications of those subcontractors. After the contract is awarded, the Successful Respondent would require prior approval to utilize any subcontractor(s) not listed within the proposal submitted in response to this RFP.

Q2. Can you clarify why the following two licenses are required? Florida Commercial Right-Of-Way Pesticide License and Florida Limited Commercial Maintenance License.

A2. The Florida Commercial Right-of-Way Pesticide License and Florida Limited Commercial Maintenance License are removed from the minimum requirements of this solicitation so long as those licenses are not required by the Department of Agriculture in order to perform the Scope of Work specified in this solicitation.

Q3. The application program suggests that March, July, and November are the only months that get fertilizer and at a rate of 4lbs per 1000. Could you please verify that this is correct?

A3. 4lbs per 1000 is not correct. The rate is amended to 1lb per 1000.

Q4. The program suggests 5 blanket fungicide applications be done. Is that correct?

A4. The Bermuda Turfgrass Application schedule has been revised and is attached to this addendum as Revised Appendix A.

Q5. Are the 6 applications for pre-emergent correct?

A5. The Bermuda Turfgrass Application schedule has been revised and is attached to this addendum as Revised Appendix A.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Evaluation Committee

Attachment: Revised Appendix A – Bermuda Turfgrass Application Program

REVISED

Appendix A
Bermuda Turfgrass Application Program

Month	Insecticide	Prem. Herbicide	Fungicide	Herbicide	Fertilizer
January	As Needed	Treatment	Treatment	As Needed	
February	As Needed	As Needed	As Needed	As Needed	
March	As Needed		Treatment	As Needed	Treatment
April	As Needed	Treatment	As Needed	Treatment	
May	Treatment	As Needed	As Needed	Treatment	
June	Treatment		As Needed	Treatment	
July	Treatment		As Needed	Treatment	Treatment
August	Treatment	Treatment	Treatment	Treatment	
September	Treatment		As Needed	Treatment	
October	As Needed		As Needed	Treatment	Treatment
November	As Needed	Treatment	As Needed	As Needed	
December	As Needed		As Needed	As Needed	

Includes: Bill Breeze Park multi- purpose field, Bob Sorenson fields 1 & 2, Jim Beech Recreation Soccer fields 1 & 2, Vandergrift Central Park fields 1,2,3 & football field, Vignetti Park fields 1 & 2

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 19, 2025

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of one (1) page, including attachments. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification. **Bid Submission Deadline has changed to March 4, 2025.**

Answers to questions received and/or Amendments to the RFP Documents are as follows

1. Revised Dates for RFP #25-003:

- Bid Submission Deadline: Tuesday, March 4, 2025, at 2:00 p.m. local time.
- The deadline for Receipt of Questions remains unchanged.

Alexis Chentouf
Purchasing Technician

cc: Evaluation Committee

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 25, 2025

ADDENDUM NO. THREE (3)
CITY OF OCOEE
RFP #25-003 PEST CONTROL AND FERTILIZATION
SERVICES FOR ATHLETIC FIELDS

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of three (3) pages, including the attachments. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification. **The Proposal Submission Deadline has changed.**

Answers to questions received and/or Amendments to the RFP Documents are as follows:

QUESTIONS & ANSWERS

Q1. Question regarding the frequency of the fertilizer applications. Now that it's changed to 1lb per 1000 sq. ft. it still only states to fertilize in March, July, and October. Can you look into this to make sure its correct?

A1. The above question relates to Q3. and A3. included in Addendum 01. The City is amending Answer No. 3 (A3.) in Addendum 01 as follows: Since the rate of fertilizer may vary, the City is requesting Respondents to propose an application schedule using the attached Exhibit "E" Respondents Proposed Bermuda Turfgrass Application Program Schedule. Respondents shall also list all proposed chemical brands and the application rate of the fertilizer.

All Respondents must complete and submit the attached Exhibit "E" Respondents Proposed Bermuda Turfgrass Application Program Schedule.

Q2. I see a 5% bid security is required. Is this correct?

A2. Yes, that is correct.

Q3. If we are using a cashier's check with our bid do we need to fill out any of the bond related forms?

A3. If Respondent is submitting a cashier's check as bid security, the Bid Bond form does not apply.

AMENDMENTS

1. **REVISED DATES FOR RFP #25-003:**

   Deadline for Receipt of Questions: March 4, 2025, 2:00 p.m., local time.

   Proposal Submission Deadline: March 11, 2025, 2:00 p.m. local time

2. **Section 3, Page 23 of the RFP is replaced in its entirety with the following:**

   Section 3 – Price Proposal, Proposed Application Schedule, and Proposed Chemicals

   - Exhibit C (Any proposal submitted without a price proposal will be deemed non-responsive.)
   - Price Proposals shall be deemed to include all material, chemicals, equipment, travel, labor in order to provide the requested services.
   - Respondents must include the brands of chemical that are being proposed.
   - Respondents must complete and submit within its proposal Exhibit "E" Respondents Proposed Bermuda Turfgrass Application Program Schedule.

3. **The Evaluation Criteria table on Page 23 of the RFP is amended to add "Proposed Bermuda Turfgrass Application Program Schedule" as an evaluation criterion in box 2. Section 30, Page 23 of the RFP is replaced in its entirety with the following:**

   30. EVALUATION CRITERIA:

   The criteria for making an award recommendation are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
1. Company Qualifications, Experience and References	**50**
2. Proposed Brands of Chemicals, Proposed Bermuda Turfgrass Application Program Schedule	**30**
3. Price Proposal	**20**
TOTAL POSSIBLE POINTS	**100**

   (Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.)

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Evaluation Committee
Attachment: Exhibit "E" Respondent's Proposed Bermuda Turfgrass Application Program

EXHIBIT "E"

RESPONDENT'S PROPOSED BERMUDA TURFGRASS APPLICATION PROGRAM SCHEDULE

Month	Insecticide	Preemergent Herbicide	Fungicide	Herbicide	Fertilizer
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

Includes: Bill Breeze Park multi- purpose field, Bob Sorenson fields 1 & 2, Jim Beech Recreation Soccer fields 1 & 2, Vandergrift Central Park fields 1,2,3 & football field, Vignetti Park fields 1 & 2

PROPOSED CHEMICAL BRANDS:

Insecticide: _____

Preemergent Herbicide: _____

Fungicide: _____

Herbicide: _____

Fertilizer: _____

Fertilizer Application Rate: ___ lb(s) per _____ sq. ft.

Respondent (Company Name): _____

Prepared By: _____

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

March 6, 2025

ADDENDUM NO. FOUR (4)
CITY OF OCOEE
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or Amendments to the RFP Documents are as follows:

Q1. Are we able to please get a copy of the current contract?

A1. The services are currently being performed under City issued purchased orders as the City does not have a term contract for these services.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Evaluation Committee

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

April 7, 2025

VIA EMAIL AND FEDERAL EXPRESS
Mr. John Peltier
Senior Business Development Representative
TruGreen Limited Partnership
3801 Center Loop
Orlando, FL 32808
johnpeltier@trugreenmail.com

RE: Bid Protest – City of Ocoee – RFP 25-003
Formal Response

Dear Mr. Peltier:

This is a formal response to your email received on March 31, 2025, which the City deems to constitute TruGreen's timely Bid Protest to RFP 25-003. The City has reviewed the Bid Protest in accordance with the standards and procedures set forth in Section 10 of the RFP, § 21.9 of the City Code, and applicable laws of the State of Florida. For the reasons explained below, the City is denying the Bid Protest as without merit.

The Bid Protest stated as follows:

> Good morning Shannon,
>
> I just wanted to reach out after reviewing the evaluation forms. I was a little shocked at the results regarding the qualifications because I don't feel there is a company out there that has more experience and qualifications than TG. We have been in business more than 50 years, and have over 125 total years' experience combined, and yet one evaluator gave us a score of 20 out of 50 and our qualification scores ranged from 20 to 50. How is that even possible when the other companies who submitted bids have far less experience than TG? Was there a specific reason our qualification/experience numbers were so low?
>
> Sincerely!
>
> JP

Accordingly, TruGreen protests Evaluator 5's raw score under the category of "Company Qualifications, Experience and References" as arbitrary or capricious. This category is not limited to years of experience. It also includes the Respondent's qualifications as the evaluator judges them, as well as references. To ensure that Evaluator 5 did not score this category in an arbitrary or capricious manner, the City Attorney asked him for the factors he considered in his evaluation. Evaluator 5 advised the City Attorney that, as a baseball coach for Ocoee High School, he is frequently on the High School's baseball field, which TruGreen has maintained for years. In fact, TruGreen listed "Orange County Public Schools Athletic Fields" as a reference on page 21 of its Response to the RFP. Evaluator 5 stated he has found the turf condition at Ocoee High School unsatisfactory, having observed fungus, weeds, and poor turf color. In comparison, he viewed the City of Ocoee's soccer field, maintained by Lake Jem Farms, LLC, as "immaculate." Accordingly, he gave Lake Jem a number 1 preference ranking and TruGreen a number 3 preference ranking. He said he did not share these views with any other evaluator.

To prevent any evaluator from disproportionately influencing the outcome, the City does not award RFPs such as this one based on raw scores. Rather, raw scores are intended only to assist evaluators in determining their preferences among the Respondents, in this case ranked 1, 2, and 3, as follows:

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS EVALUATION FORM/SHORTLIST

Respondent		Lake Jem Farms, LLC	Protex Lawn & Pest Control, LLC	TruGreen Limited Partnership
Evaluator 1		1	3	2
Evaluator 2		2	3	1
Evaluator 3		1	3	2
Evaluator 4		1	3	2
Evaluator 5		1	2	3
TOTAL		6	14	10
RANKING		1	3	2

Note: Lowest Total is Top Ranking

The lowest point total achieves the highest ranking. Four evaluators ranked Lake Jem as their number 1 preference. Lake Jem's 6 points total, compared to True Green's 10 points, and Protext's 14 points, made Lake Jem the highest ranked firm for recommendation to the City Commission.

The City does not find a legitimate justification for disregarding or throwing out Evaluator 5's preference rankings; however, even if such justification existed, Lake Jem would still prevail with 5 points compared to Protext at 12 points, and TruGreen at 7 points. In other words, TruGreen would still rank second among the three Respondents.

We realize the outcome is disappointing to TruGreen, but we do not find any defect in the Response evaluation process. Based on our internal inquiry, we do not find any deviation from the criteria set forth in the RFP. We do not find that Evaluator 5 judged TruGreen in an arbitrary or capricious manner.

Accordingly, the City denies TruGreen's Bid Protest.

Sincerely,

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Agent and Technician

cc: Mr. Craig Shadrix, City Manager
Mr. Mike Rumer, Assistant City Manager
Ms. Joyce Tolbert, Procurement manager
Richard S. Geller, Esquire, City Attorney

From: Hopper, Shannon
To: "Peltier, John"
Subject: City of Ocoee"s Formal Response to Bid Protest for RFP 25-003 Pest Control and Fertilization Services for Athletic Fields
Date: Monday, April 7, 2025 12:12:22 PM
Attachments: image002.png
Formal Response to Bid Protest 4.7.2025.pdf

Good afternoon, John:

Please see the attached letter which serves as the City of Ocoee's formal response to the bid protest email below for RFP 25-003 Pest Control and Fertilization Services for Athletic Fields.

Thank you,
Shannon

Shannon Hopper, CPPB
Purchasing Technician II
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761
☎PH: 407-905-3100 x 1524
✉E-mail: shopper@ocoee.org
Website: www.ocoee.org

Florida has a very broad public records law (F.S. 119). As a result, any written communication created or received by City of Ocoee officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Additionally, under Florida Law email addresses are public records.

From: Hopper, Shannon
Sent: Tuesday, April 1, 2025 4:41 PM
To: 'Peltier, John' <JohnPeltier@trugreenmail.com>
Subject: RE: Evaluation committee form rankings

Good afternoon, John:

I wanted to acknowledge receipt of your bid protest on behalf of TruGreen in the email below and will provide a formal answer to the protest within the protest procedure timeline stated in the RFP Documents.

Thank you,
Shannon

Shannon Hopper, CPPB
Purchasing Technician II
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761
☎PH: 407-905-3100 x 1524
✉E-mail: shopper@ocoee.org
Website: www.ocoee.org

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From: Peltier, John <JohnPeltier@trugreenmail.com>
Sent: Monday, March 31, 2025 7:33 AM
To: Hopper, Shannon <SHopper@ocoee.org>
Subject: Evaluation committee form rankings

Good morning Shannon,
I just wanted to reach out after reviewing the evaluation forms. I was a little shocked at the results regarding the qualifications because I don't feel there is a company out there that has more experience and qualifications than TG. We have been in business more than 50 years, and have over 125 total years' experience combined, and yet one evaluator gave us a score of 20 out of 50 and our qualification scores ranged from 20 to 50. How is that even possible when the other companies who submitted bids have far less experience than TG? Was there a specific reason our qualification/experience numbers were so low?
Sincerely!
JP

John Peltier
SR.Business Development Representative
johnpeltier@trugreenmail.com
Cell 407-466-4183
Fax 901-251-6294



CONFIDENTIALITY NOTICE: The information contained in this e-mail, including any attachment(s), is confidential information that may be privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or if you received this message in error, then any direct or indirect disclosure, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify TruGreen by calling (800) 456-5296 and by sending a return e-mail, delete this message, and destroy all copies, including attachments.



Table of Contents

Section 1-Company Information

- History of Lake Jem Farms
- Key Staff with Resumes
- Key Employee License
- Equipment List

Section 2- Company Reference

- Reference Sheet
- Exceptions to scope

Section 3- Price Proposal

- Exhibit C
- Exhibit E
- Certificate of Insurance

Section 4- Other Requirements

- Bid Security-Company Check
- Summary of Litigation
- Acknowledgement of addenda
- Company information/Signature sheet
- Drug free workplace
- Conflict of interest disclosure
- Non-Collusion affidavit
- Certification of non-segregated facilities
- Certification regarding scrutinized companies
- Human Trafficking affidavit
- Company not an entity of foreign country concern
- E-Verify affidavit

Section 1

Michelle Garretson
Lake Jem Farms
862 S. Duncan Dr
Tavares, FL
32778

352-415-0825
Mgarretson@ljfholdco.com

March 10, 2025

City of Ocoee
Procurement

Lake Jem Farms has been in the Sod business for over 30 years and has combined staff experience of over 40 years in Pest Control and Fertilization services, consisting of new and refurbishing of Athletic Fields. Our staff is knowledgeable and well trained in the operation of equipment and the Athletic Field pest control. Lake Jem Farms takes pride in customer satisfaction. Lake Jem Farms owns all the equipment we would be using for the required scope of service for RFP #25-003

Sincerely,

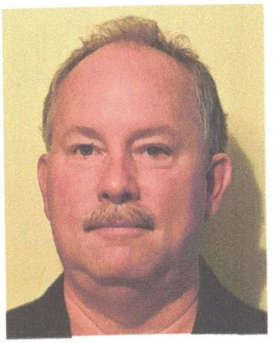
Michelle Garretson

Contract and Compliance Coordinator
Lake Jem Farms

Lake Jem Farms

City Of Ocoee/Lake Jem Farms Environmental Services Management/Operations Team

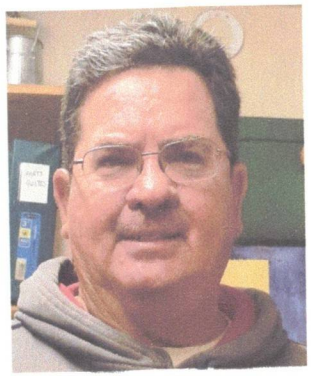
Lake Jem Farms Environmental Service Team



David Espey:
GM LJF Environmental Care Division.
Certified Pest Control Operator.

40 Years Green Industry Experience.
Lawn and Horticulture Diagnostics and Treatment Planning on Resorts to include Grand Cypress, Grande Lakes Resort, Vistana Resort, Hotels, Commercial Business Parks, Large H.O.A. Properties to include Keene's Pointe, Islesworth, Lake Nona, Bella Collina, Heathrow, Hunters Creek, Sports Stadiums and Complex such as EverBank Stadium/Jacksonville Jaguars, City of Apopka Northwest Complex, City of Orlando Parks, Montverde Academy, Lake County Schools, City Of Ocoee/Jim Beach Center.

Lake Jem Farms Environmental Service Team



Scott Brantley:
37 Years Green Industry Experience.

22 Years National Landscape Account Management, Diagnostics and Treatment Planning of Large C.D.D. Accounts, Commercial Business Complex's to include Heathrow International Business Complex. Homeowner Associations to include Keene's Pointe, Islesworth, Lake Nona, Hunters Creek, Metro West, Heathrow, Bella Collina. Hotels to include JW Marriott, Ritz Carlton Orlando, Gaylord Palms Resort. Sports Turf Management for City Of Orlando Athletic Fields, City Of Apopka Northwest Complex, City Of Port Orange Athletic Fields, City Of Ocoee/Jim Beach Center, Montverde Academy, Lake Sumter State College, Forest Lake Academy Soccer.

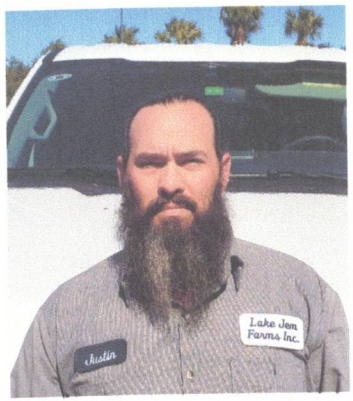
Lake Jem Farms Environment Service Team



John Fears:
16 Years Green Industry Experience.

Treatment of Large Commercial Business Complex's to include Heathrow International Business Complex. Homeowner Associations to include Islesworth, Heathrow, Bella Collina, Summerport P.O.A. Hotels to include JW Marriott, Ritz Carlton Orlando, Gaylord Palms Resort, Grand Cypress. Sports Turf Management for City Of Orlando Athletic Fields, City Of Apopka Northwest Complex, City Of Ocoee/Jim Beach Center, Montverde Academy, Lake Sumter State College, Forest Lake Academy Soccer.

Lake Jem Farms Environmental Service 1



Justin Ellenberg:
14 Years Green Industry Experience.

Lawn And Horticulture Specialist, Applicator Trainer, Supervisor. Florida BMP Certified. Commercial Property Applicator on large HOA properties: Summerport P.O.A. Phillip Oaks, Cottages On 11. Bermuda Athletic Fields for: City Of Orlando, Lake County Public Schools, Lake Sumter State College, Montverde Academy, City Of Ocoee/Jim Beach Center, St. Lukes Lutheran Church & School Soccer.

State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF302836

DAVID EDWARD ESPEY

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

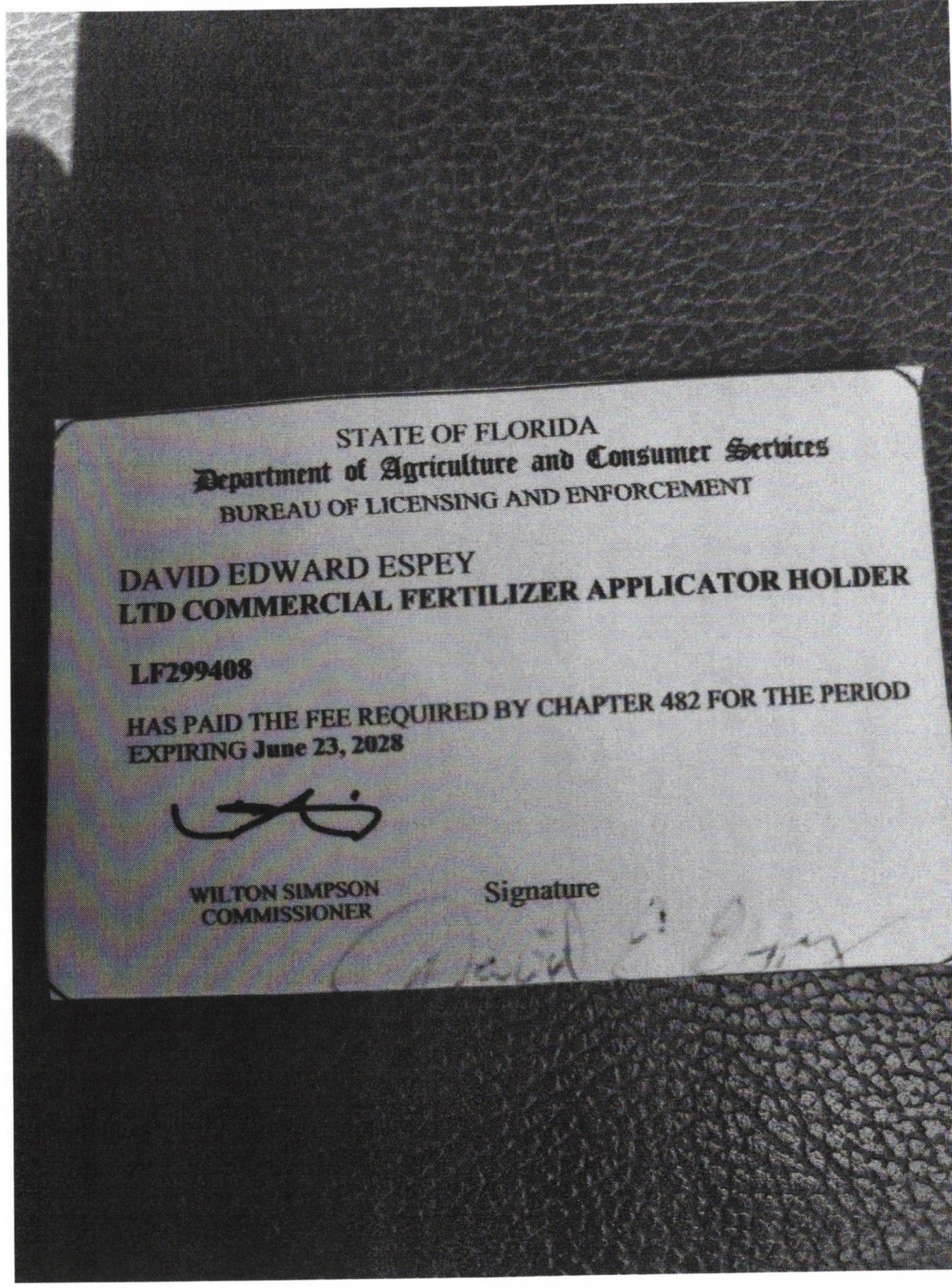
In Testimony Whereof, Witness this signature at Tallahassee, Florida on September 28, 2020

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Chief, Bureau of Licensing and Enforcement

FDACS 13618 (06/07)



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

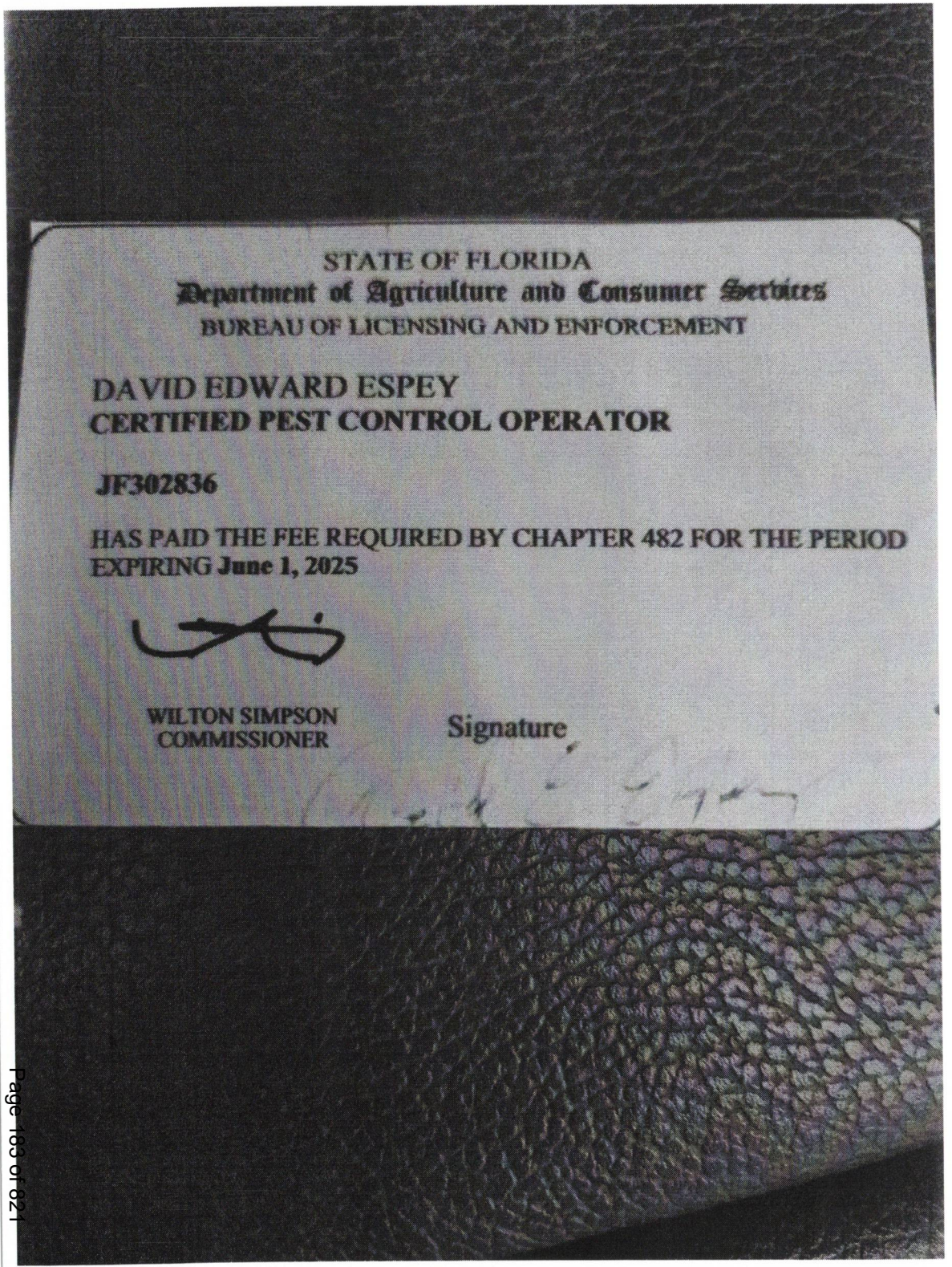
DAVID EDWARD ESPEY
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF299408

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 23, 2028

WILTON SIMPSON
COMMISSIONER

Signature



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DAVID EDWARD ESPEY
CERTIFIED PEST CONTROL OPERATOR

JF302836

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **June 1, 2025**

WILTON SIMPSON
COMMISSIONER

Signature

\Lake Jem Farms Shop\Sprayer division (11)

Equipment	Year, Make, Model	Mileage	Unit #	Serial #	Type	Tag #	Operator
1059 - 2019 Ford F-450 DIESEL	2019 Ford F-450 DIESEL	22,306	1059	1FDTF4GTXKEG06376	PICKUP	CFRY51	,
1068 - 2022 FORD F550	2022 FORD F550	15,184	1068	1FD0X5GT2NEE33043	SPRAYER TRU	VCP164	,
1444 - TORO 2500	TORO 2500	0	1444	14507 280000124	TOP DRESSEF		,
1445 - TORO 2500 (44057)	TORO 2500 (44057)	0	1445	312000115	TOP DRESSEF		,
1464 - TORO 868 Aerator 44850	TORO 868 Aerator 44850	0	1464	260000106			,
4016 - 2010 TORO ProCore 862	2010 TORO ProCore 862	0	4016				,
4018 - 2022 TRIPLE CROWN 7X20 SD L	2022 TRIPLE CROWN 7X20 S	0	4018	1XNBU2021N1129321	TRAILER	49BDUV	,
4025 - EXMARK Zspray Max 21	2023 EXMARK Zspray Max 21	0	4025	415236652			Espey, Dave
4026 - 2024 TRIPLE CROWN 7X20 SD L	2024 TRIPLE CROWN 7X20 S	0	4026	1XNMU2023R1141461		12E-CZP	,
6305 - 2022 John Deere GATOR 4X2 W/	2022 John Deere GATOR TS	0	6305	1N04X2SJANM170932	GATOR		,
CWL CO 13 - STIHL BR700	STIHL BR700	0	CWL CO 13	518961413			,

\Lake Jem Farms Shop\Sprayer division\Category #1 (15)

Equipment	Year, Make, Model	(no meter)	Unit #	Serial #	Type	Tag #	Operator
1075 - 2023 FORD F-250	2023 FORD F-250	0	1075	1FT8W2BN1PED32564	PICK-UP	VDG245	Espey, Dave
1362 - 2015 JOHN DEERE 3039r	2015 JOHN DEERE 3039r	3,350	1362	1LV3039RVFP212037	TRACTOR W/		,
1442 - TORO 2500 (44057)	TORO 2500 (44057)	0	1442	312000145	TOP DRESSEF		,
1463 - Goosen Versa Vac VVI	Goosen Versa Vac VVI	0	1463	002			,
4010 - 2020 smithco 1010	2020 smithco 1010	0	4010	SS100605	SPRAYER		,
4011 - 2020 TRIPLE CROWN 7x20 10k	2021 TRIPLE CROWN 7x20 1	0	4011	1XNBU2025M1115176	TRAILER	QCWL78	,
4012 - 2020 Spray depot KS50P7027	2020 Spray depot KS50P7027	0	4012		SPRAYER		,
4013 - 2020 EXMARK z max	2020 EXMARK z max	0	4013	406866133	SPRAYER		,
4014 - 2020 John Deere GATOR	2020 John Deere GATOR	0	4014	1M04X2XDPLM151645	GATOR		,
4015 - 2020 Kubota VS400	2020 Kubota VS400	0	4015	VN2240101839	SPREADER		,
4017 - 2021 EXMARK z max ZS5260XL	2021 EXMARK ZMAX ZS526C	0	4017	411399508	SPRAYER		,
4019 - 2022 Spray depot KR1A12	2022 Spray depot KR1A12	0	4019	25986	SKID MOUNTE	K550P7027	Espey, Dave
4021 - 2021 JOHN DEERE 3025D	2021 JOHN DEERE 3025D	0	4021	1PY3025DJNB004154	TRACTOR	W/LOADER	Espey, Dave
4022 - 2021 JOHN DEERE 03680	2021 JOHN DEERE 03680	0	4022	1PY3025DTMB002821	LOADER		Espey, Dave
4023 - 2023 LANDPRIDE 700LB	2023 LANDPRIDE 700LB	0	4023	2089566	SPREADER		Espey, Dave

Total equipment listed = 26

Section 2

27. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: Montverde Academy
Project Details: Lawn Pest and Fertilizer treatments to include Insect control, Diesease and weed control,

Start date: July 30 2020 Completion date: July 29 2025
Contract amount: $136,493.75
Awarding Agency: Montverde Academy
Agency's Point of Contact: Name and Title: Bill Moore
Phone number: 407-469-2561
Email address: bill.moore@montverde.org

Name of Project: City of Apopka
Project Details: Pest and Fertilization of multipule areas for the city, to include Insect and disease, Weed control
Mole cricket and chinch bug control.

Start date: 11.14.24 Completion date: 11.13.25
Contract amount: 9,985.00
Awarding Agency: City of Apopka
Agency's Point of Contact: Name and Title: Donnie Rowland
Phone number: 352-455-5185
Email address: drowland@apopka.net

Name of Project: City of Ocoee-Jim Beech Recreation Soccer Fields
Project Details: Lawn Pest and Fertilizer treatments to include Insect control, Diesease and weed control,

Start date: October 2023 Completion date: February 2025
Contract amount: 34,070.00
Awarding Agency: City of Ocoee
Agency's Point of Contact: Name and Title: Dan Abdo
Phone number: (407) 877-5803
Email address: DAbdo@ocoee.org

Does Respondent have any similar work in progress at this time? Yes X No ___

Bank or other financial references:
Middlefield Bank 6215 Perimeter Dr Dublin, OH 43017 614-392-5696

28. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Work or terms of the Contract Documents? Yes _____ No X_____

List any exceptions Respondent has to this scope of work or contract terms. Exceptions will not be considered after the bid has been awarded. The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____

_____

_____

_____

_____

29. SUBMITTALS:

The City of Ocoee requests comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **fifty (50) 8.5"x 11" pages** (excluding front and back covers, dividers, and all forms included in this RFP), single-sided, portrait orientation, 12-point font. The page limit applies to the material contained in Sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal.

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP.

Section 1 – Company Information

- Company's history, number of years in business, etc.
- List of all company's key staff, their qualifications, their role for this contract, and a copy of each key staff's resume for the past five (5) years.
- Copies of company and employee certifications, current and active licenses and registrations with regulatory agencies, professional organizations, etc., including all Licenses as required for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office.
- List of company's equipment type and quantity to be used for this contract. See Sections 26.

Section 2 – Company Experience/References

- Provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, with other public or private agencies. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size as those required in this RFP. See Section 27.

Section 3

EXHIBIT "C"
PRICE PROPOSAL FORM
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES
FOR ATHLETIC FIELDS

Map Location No.	LOCATION	ACREAGE	SERVICES	ANNUAL COST PER LOCATION PER SCHEDULE IN APPENDIX A
1	Bill Breeze Park 1 Multi-Purpose Field 125 N. Lakeshore Dr.	1.4	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	4,565.00 $
2	Bob Sorenson Fields 2 Baseball Fields 1755 Adair St.	4.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	15,970.00 $
3	Jim Beech Recreation Complex 2 Soccer Fields 1820 A.D. Mims Rd.	5.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	21,140.00 $
4	Vandergrift Central Park 3 Baseball Fields, 1 Football Field 560 Flewelling Ave.	4.5	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	17,760.00 $
5	Vignetti Park 2 Baseball/Softball Fields 1910 Adair St.	1.6	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	5,920.00 $
TOTAL PROPOSED ANNUAL COST OF ALL LOCATIONS:				**$** 65,355.00

Proposed Insecticide: Talstar, Acelyprin, Chipco Choice
Proposed Preemergent: Ronstar, Barricade
Proposed Fungicide: Talaris, Barricade
Proposed Herbicide: MSMBroadloom, Tribute total, Manuascript, Basagran
Proposed Fertilizer: Coron (28-0-0), 24-0-11, 20-0-10, 21-0-0, 0-0-21 (liquid Potash)

Respondent (Company Name): Lake Jem Farms, LLC
Prepared By: Dave Espey

EXHIBIT "E"

RESPONDENT'S PROPOSED BERMUDA TURFGRASS APPLICATION PROGRAM SCHEDULE

Month	Insecticide	Preemergent Herbicide	Fungicide	Herbicide	Fertilizer
January	AS NEEDED	X	X	AS NEEDED	X
February	AS NEEDED	X	AS NEEDED	X	X
March	X		AS NEEDED	X	X
April	X	X	AS NEEDED	X	X
May	X		AS NEEDED	X	X
June	X		AS NEEDED	X	X
July	X		AS NEEDED	X	X
August	X		AS NEEDED	X	X
September	X		AS NEEDED	X	X
October	AS NEEDED	X	AS NEEDED	AS NEEDED	X
November	AS NEEDED		X	AS NEEDED	X
December	AS NEEDED	X	AS NEEDED	AS NEEDED	

Includes: Bill Breeze Park multi- purpose field, Bob Sorenson fields 1 & 2, Jim Beech Recreation Soccer fields 1 & 2, Vandergrift Central Park fields 1,2,3 & football field, Vignetti Park fields 1 & 2

PROPOSED CHEMICAL BRANDS:

Insecticide: TALSTAR, CHIPCO CHOICE, ACELYPRIN

Preemergent Herbicide: RONSTAR, BARRICADE

Fungicide: TALARIS, HERITAGE, STROBE

Herbicide: MSM, BROADLOOM, SPEEDZONE, BASAGRAN, TRIBUTE TOTAL, MANUSCRIPT

Fertilizer: 24-0-11, 15-0-15, 20-0-10, 21-0-0, 0-0-62, 28-0-0 (CORN LIQUID) SUNMIXERS (LIQUID)

Fertilizer Application Rate: 6 lb(s) per 1000 sq. ft.

EXHIBIT "E"

PROPOSED AGREEMENT FOR

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

THIS AGREEMENT FOR PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS (this "Agreement") is made this 10 day of March, 2025, by and between the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and Lake Jem Farms, a LLC corporation, whose mailing address is 862 S. Duncan Dr Tavares, FL 32778 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #25-003 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal, including all required forms, and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on Type text here (the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "C". The amount as specified in Exhibit "C" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of a Change Order, if applicable. Any prices specified

in this Agreement, will remain firm for the initial three (3) year term of this Agreement. After the initial three (3) year term of this Agreement, price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 1 N. Bluford Avenue, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: Agreement for Pest Control and Fertilization Services for Athletic Fields (RFP 25-003)**

Section 5. General Conditions.

A. Patents and Copyrights: The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default:

1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.
5) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In

the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

C. Warranty: The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

D. Time of Completion: The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.

E. Indemnification: To the fullest extent provided by law, Contractor shall indemnify and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the

failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

F. Correction of Work: Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely perform or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel, then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.

G. Right to Audit Records: The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

H. Information: All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

I. Safety Measures: The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

J. Extra Work: The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price being adjusted accordingly. All such changes in the Work shall be authorized by a written Change Order to this Agreement, and shall be executed under the applicable conditions of the Agreement.

K. Price Adjustments: Pricing is firm for the initial three (3) year term of this agreement. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for

which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.

L. Familiarity with The Work: The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions:

A. Contractor shall not employ subcontractors without the advance written permission of the City.

B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

C. Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.

G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

H. This Agreement is considered a non-exclusive Agreement between the parties.

I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

M. This Agreement, including Exhibit "A" and Exhibit "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, Contractor and City have caused this Agreement for Pest Control and Fertilization Services for Athletic Fields to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: Lake Jem Farms, LLC

BY: _____

PRINT NAME: Corey Warner

TITLE: C E O

WITNESSES:

NAME: Michelle Garretson NAME: _____

TITLE: Contract Coordinator TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

BY: _____
Rusty Johnson, Mayor

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, Esq., City Attorney

APPROVED BY CITY OF OCOEE COMMISSION AT A MEETING HELD on_____, 2025, under Agenda Item ____.

END OF SECTION

LAKEJEM-02 GONZALEZR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2024

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 Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Raquel Gonzalez PHONE (A/C, No, Ext): (407) 998-4255 14255 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Raquel.Gonzalez@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Sentry Insurance Company — 24988
INSURED Lake Jem Farms LLC LJF Delivers LLC., LJF Holdco Inc. LJF Orlando, LLC 862 S Duncan Drive Tavares, FL 32778	INSURER B : The North River Insurance Company — 21105
	INSURER C : FFVA Mutual Insurance Company — 10385
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Bikt AI, WOS GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		A0219128003	7/30/2024	7/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY X Bikt AI, Bikt WOS	X		A0219128001	7/30/2024	7/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Basic Limit	$ 1,000,000 $ $ $ $ 10,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			5821238529	7/30/2024	7/30/2025	EACH OCCURRENCE AGGREGATE Prod/Compl Ops	$ 3,000,000 $ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WC840-0814547-2024A	10/27/2024	10/27/2025	X PER STATUTE — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ocoee is included as additional insured with respects to services provided by the named insured under above general liability and auto liability as required by written contract.

CERTIFICATE HOLDER

City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761-2258

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

ACORD 25 (2016/03)
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Section 4

Lake Jem Farms LLC
862 South Duncan Dr.
Tavares, FL 32778

Middlefield Banking Company

001186
3/6/2025

Pay to: City of Ocoee

*THREE THOUSAND TWO HUNDRED SIXTY-SEVEN AND 75 / 100

**********3,267.75*

00-CITOCO

City of Ocoee
Payment Processing Center
PO Box 35131
Seattle, WA 98124-5131

⑈001186⑈ ⑆041210448⑆ 524000301 2⑈

Security features. Details on back.

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
3/6/2025	030825	Bid Security RFP 25-003	3,267.75	0.00	3,267.75

Check: 001186 3/6/2025 City of Ocoee Check Total: 3,267.75

23. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

None

24. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. 1 Dated 2.13.25
No. 2 Dated 2.19.25
No. 3 Dated 2.25.25
No. 4 Dated 3.06.25

25. SUBCONTRACTORS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONTRACTORS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

None

By submitting a proposal, Respondent certifies that it has investigated any subcontractor/temporary worker agency listed and has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner.

26. EQUIPMENT LISTING:

Provide the year, make and model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

See additional Sheet

RFP #25-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

Lake Jem Farms, LLC
COMPANY NAME

352-415-0825
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

mgarretson@ljfholdco.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Corey Warner CEO
NAME/TITLE (PLEASE PRINT)

862 S. Duncan Dr
STREET ADDRESS

Tavares FI 32778
CITY STATE ZIP

FEDERAL ID # 59-3499937

_____Individual _____Corporation X Partnership _____Other
(Specify)_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or
Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, Typed or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that it has 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, and available drug counseling, rehabilitation, and employee assistance programs, and the 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 bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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 is 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.

Bidder: Lake Jem Farms, LLC

Signature _____

By: Corey Warner
(Print or Type Name)

Title: CEO

Date: March 10 2025

CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Bidders must disclose within their bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the 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 that 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 and administration 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 RFP.

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

Acknowledged by:

Lake Jem Farms, LLC
Firm Name

Signature

Corey Warner CEO
Name and Title (Print or Type)

March 10 2025
Date

NON-COLLUSION AFFIDAVIT

Corey Warner, being first duly sworn deposes and says:

1. He/She is the owner (Owner, Partner, Office, Representative or Agent) of Lake Jem Farms, LLC, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Title: CEO

STATE OF Florida

COUNTY OF Lake

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202___, by _____ who ☐ is personally known to me or ☐ has presented _____ as identification.

_____

Notary Public

My Commission Expires: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any of its establishments, and that employees are not permitted to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and that Bidder will not permit its employees to perform their services at any location under Bidder's control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where Bidder has obtained identical certification from proposed subcontractors for specific time periods) Bidder will obtain identical certifications from proposed subcontractors, if any, prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Bidder will retain such certifications in its files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date March 3, 2025.

By: _____

CEO
(Title)

Official Address (including Zip Code):

862 S. Duncan Dr

Tavares, FL 32778

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Bidder: Lake Jem Farms, LLC

By: _____
(Authorized Signature)

Printed Name and Title: Corey Warner CEO

Date: March 10 2025

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; am over the age of 18 years and otherwise competent to make the above attestation; 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.

By: _____
Print Name: Corey Warner
Print Title: CEO
Company Name: Lake Jem Farms, LLC

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 _____ day of _____, 202____, by _____, as _____ of _____, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name: _____
My Commission Expires: _____

(Seal)

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:

3. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
4. I am an officer or representative of Lake Jem Farms. LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
5. Entity is not owned by the government of a foreign country of concern.
6. No government of a foreign country of concern has a controlling interest in Entity.
7. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
8. 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.
9. 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.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: Corey Warner

Title: C E O

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged ☐ by physical means / ☐ by electronic means before me this _____ day of _____ 20__, by _____, who ☐ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☐ did not take an oath.

_____
Notary Public Signature
Print Notary Name: _____
My Commission Expires: _____

(Seal)

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Lake Jem Farms, LLC [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Lake Jem Farms [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signature: _____
Printed Name: Corey Warner
Date: 03.04.25

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this ___ day of _____ 20____, by _____ _____ (name and title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public Signature
Print Notary Name: _____
My Commission Expires: _____

(Seal)

An official website of the United States government
Here's how you know

My Company Account

My Company Profile

Company Information

Company Name

Lake Jem Farms, Inc.

Doing Business As (DBA) Name

Company ID

502948

Enrollment Date

Employer Identification Number (EIN)

593499937

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

From:	Michelle Garretson
To:	Hopper, Shannon
Cc:	David Espey
Subject:	RE: RFP 25-003 - Request for Notarized Forms
Date:	Monday, March 17, 2025 8:10:55 AM
Attachments:	image002.png image003.png Company information.pdf Non-Collusion.pdf Human Trafficking .pdf Company Not an Entity of Foreign Country.pdf E-Verify.pdf

Good morning, Shannon,

The notarized pages are attached. I apologize for missing this.

Let me know if you need anything else.

Thank you,

Michelle Garretson

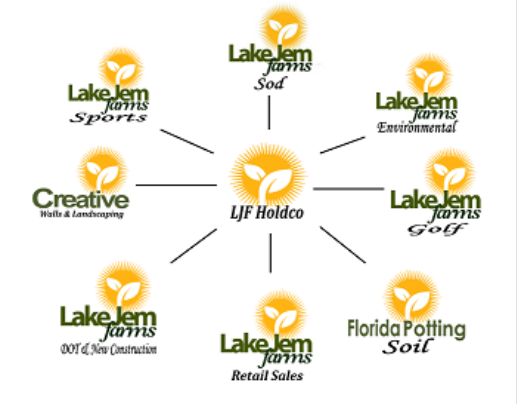
Contract Coordinator

Accounts Receivable

Lake Jem Farms

Creative Walls and Landscaping

352-415-0825



From: Hopper, Shannon <SHopper@ocoee.org>
Sent: Thursday, March 13, 2025 5:56 PM
To: Michelle Garretson <mgarretson@ljfholdco.com>; David Espey <despey@lakejemfarms.com>
Subject: RFP 25-003 - Request for Notarized Forms
Importance: High

Good afternoon, Michelle and David:

The forms listed below in bold which were submitted with Lake Jem Farms' proposal are missing the completed notary section. I see where the state

and county are filled in on the forms, but the rest of the notary section is not complete. Please email the notarized forms to me by 5:00 p.m. on Tuesday, March 18, 2025.

Company Information/Signature Sheet
Non-Collusion Affidavit
Company Not an Entity of Foreign Country of Concern
Human Trafficking Affidavit
Contractor's E-Verify Affidavit

Thank you,

Shannon Hopper, CPPB
Purchasing Technician II
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761
☎PH: 407-905-3100 x 1524
✉E-mail: shopper@ocoee.org
Website: https://link.edgepilot.com/s/1aec7a47/78sZB8VxRE_VWSNdSHLQ3Q?u=http://www.ocoee.org/

Florida has a very broad public records law (F.S. 119). As a result, any written communication created or received by City of Ocoee officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Additionally, under Florida Law email addresses are public records.

RFP #25-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

Lake Jem Farms, LLC
COMPANY NAME

352-415-0825
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

mgarretson@ljfholdco.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Corey Warner CEO
NAME/TITLE (PLEASE PRINT)

862 S. Duncan Dr
STREET ADDRESS

Tavares FI 32778
CITY STATE ZIP

FEDERAL ID # 59-3499937

_____Individual _____Corporation X Partnership _____Other
(Specify)_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 10 day of March, 2025.

Personally Known X or
Produced Identification_____

(Type of Identification)

Notary Public - State of Florida
County of Lake

Michelle Garretson
Signature of Notary Public

Notary Public State of Florida
Michelle Garretson
My Commission HH 429816
Expires 8/3/2027

Michelle Garretson
Printed, Typed or Stamped Commissioned Name of Notary Public

NON-COLLUSION AFFIDAVIT

Corey Warner, being first duly sworn deposes and says:

1. He/She is the owner (Owner, Partner, Office, Representative or Agent) of Lake Jem Farms, LLC, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____
Title: CEO

STATE OF Florida
COUNTY OF Lake

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of March, 2025, by Corey Warner who ☒ is personally known to me or ☐ has presented _____ as identification.

Michelle Garretson
Notary Public
My Commission Expires: 8/3/2027

Notary Public State of Florida
Michelle Garretson
My Commission HH 429816
Expires 8/3/2027

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; am over the age of 18 years and otherwise competent to make the above attestation; 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.

By: _____
Print Name: Corey Warner
Print Title: CEO
Company Name: Lake Jem Farms, LLC

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 10 day of March, 2025, by Corey Warner, as CEO of Lake Jem Farms, who is ☒ personally known to me or ☐ produced _____ as identification.

Michelle Garretson
Notary Public Signature
Print Notary Name: Michelle Garretson
My Commission Expires: 8/3/2027

(Seal)

Notary Public State of Florida
Michelle Garretson
My Commission HH 429816
Expires 8/3/2027

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:

3. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
4. I am an officer or representative of Lake Jem Farms. LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
5. Entity is not owned by the government of a foreign country of concern.
6. No government of a foreign country of concern has a controlling interest in Entity.
7. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
8. 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.
9. 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.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: Corey Warner

Title: C E O

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 10 day of March 2025, by Corey Warner, who ☒ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☒ did not take an oath.

(Seal) Notary Public State of Florida Michelle Garretson My Commission HH 429816 Expires 8/3/2027

Michelle Garretson
Notary Public Signature
Print Notary Name: Michelle Garretson
My Commission Expires: 8/3/27

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Lake Jem Farms, LLC [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Lake Jem Farms [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signature: _____
Printed Name: Corey Warner
Date: 03.04.25

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 10 day of March 2025, by Corey Warner CED (name and title of officer or agent) of Lake Jem Farms, LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she ☑ is personally known to me or ☐ has produced _____ as identification.

(Seal)

Notary Public State of Florida
Michelle Garretson
My Commission HH 429816
Expires 8/3/2027

Michelle Garretson
Notary Public Signature
Print Notary Name: Michelle Garretson
My Commission Expires: 8/3/27

CITY OF OCOEE

REQUEST FOR PROPOSALS
RFP #25-003

PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS



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RFP #25-003
PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

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**Submit with Proposal*

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23. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

TruGreen is a national lawn care company with approximately 250 branch locations and thousands of employees across the United States. From time to time and in the ordinary course of business, TruGreen may be involved in claims, litigation or contract disputes. None are material to the business or pose risk to the operation of the business.

24. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No.	1	Dated	3/5/25
No.	2	Dated	3/5/25
No.	3	Dated	3/5/25
No.	4	Dated	3/7/25

25. SUBCONTRACTORS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONTRACTORS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

N/A

By submitting a proposal, Respondent certifies that it has investigated any subcontractor/temporary worker agency listed and has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner.

26. EQUIPMENT LISTING:

Provide the year, make and model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

2023 Steel Green sprayers

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC | FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $50,000 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
		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
X	X	EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $1,000,000 AGGREGATE $2,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT $500,000 E.L. DISEASE - EA EMPLOYEE $500,000 E.L. DISEASE - POLICY LIMIT $500,000
		OTHER Builders Risk				Any 1 Loc 100,000 Any 1 Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCGEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2025

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	CONTACT NAME: JoAnn Warpool
Arthur J. Gallagher Risk Management Services, LLC Creekside Crossing 8 Cadillac Drive, Suite 200 Brentwood TN 37027	PHONE (A/C, No, Ext): 615-377-5153 FAX (A/C, No): 615-263-5853 E-MAIL ADDRESS: JoAnn_Warpool@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : AIU Insurance Company	19399
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	TRUGHOL-01
TruGreen Limited Partnership 1790 Kirby Parkway Forum II Tower Memphis TN 38138	

COVERAGES **CERTIFICATE NUMBER:** 1851510762 **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	X COMMERCIAL GENERAL LIABILITY			5425760	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3,000,000
							MED EXP (Any one person)	$ 5,000
	X $2,000,000 Ded						PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Incl in Gen Aggr
	OTHER:							$
A	AUTOMOBILE LIABILITY			4993205	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
B	X ANY AUTO			4993206	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X $2M Ded							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC080772137 (AOS)	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WC080772139 (WI)	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

If required by written contract per forms listed, Certificate Holder is included as an Additional Insured under the General Liability per form CG2010 04/13 and CG2037 04/13 and Automobile Liability policies CA4993205-87950 9/14; CA4993206-87950 9/14 and CA4993206 form MM9950 9/98. Waiver of Subrogation applies to the General Liability per form CG2404 5/09, Automobile Liability per form 62897 6/95 and Workers' Compensation policies per form WC000313 4/84; WC040361 11/90-CA. The General Liability policy is primary and non-contributory per forms 90534 3/06 or 83644 8/12; 74434 10/99 if required by written contract , the automobile policy is primary per form #74445 10/99 if required by written contract. General Liability Coverage has Pesticide or Herbicide Applicator Endorsement 30 day notice of cancellation applies per these forms: Auto-#CA4993205 -#108538 03/11; CA4993206 not available for MA; General Liability Form #107414 3/11; Workers Comp-Policy#WC080772137-form #990056 4/11; Policy#WC080772139 -form #990056 4/11 All Workers Compensation policies have $2,000,000 Deductible. Effective 3/1/20 the state of Texas is no longer a covered state under the workers compensation policy.

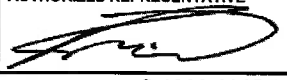
CERTIFICATE HOLDER

City of Ocoee
150 N. Lakeshore Dr
Ocoee FL 34761

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



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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

ADDITIONAL REMARKS SCHEDULE

AGENCY: Arthur J Gallagher RIsk Management Services LLC	NAMED INSURED: TruGreen Limited Partnership
POLICY NUMBER: See Page 1	
CARRIER: See Page 1 / NAIC CODE:	EFFECTIVE DATE: 1/1/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Named Insured includes (but is not limited to):
TruGreen Holding Corporation
TruGreen, Inc.
TruGreen Companies LLC
TruGreen Limited Partnership

EG Systems, LLC
d/b/a Scotts Lawn Service
d/b/a Ortho Pest Control

Outdoor Home Services, Inc
Outdoor Homes Services Holdings, LLC

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The ACORD name and logo are registered marks of ACORD

27. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: Orange County Public Schools Athletic Fields
Project Details: Fertilizer and pest control for all high school fields

Start date: 2005 Completion date: 2025
Contract amount: $460,000
Awarding Agency: OCPS
Agency's Point of Contact: Name and Title: Dale Croft
Phone number: 407-866-1280
Email address: Dale.croft@OCPS.net

Name of Project: City of Ocoee
Project Details: Fertilizer and pest control for athletic fields

Start date: 2018 Completion date: 2025
Contract amount: $50,000
Awarding Agency: City of Ocoee
Agency's Point of Contact: Name and Title: Dan Abdo
Phone number: 407-427-9879
Email address: dabdo@ocoee.org

Name of Project: Daytona International Speedway
Project Details: Fertilizer and pest control for Bermuda infield

Start date: 2015 Completion date: 2025
Contract amount: $62,000
Awarding Agency: Daytona International Speedway
Agency's Point of Contact: Name and Title: Theodore West
Phone number: 386-235-1027
Email address: twest@daytonainternationalspeedway.com

Does Respondent have any similar work in progress at this time? Yes X No ___

Bank or other financial references:

28. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Work or terms of the Contract Documents? Yes _____ No X

List any exceptions Respondent has to this scope of work or contract terms. Exceptions will not be considered after the bid has been awarded. The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____

_____

_____

_____

_____

29. SUBMITTALS:

The City of Ocoee requests comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **fifty (50) 8.5"x 11" pages** (excluding front and back covers, dividers, and all forms included in this RFP), single-sided, portrait orientation, 12-point font. The page limit applies to the material contained in Sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal.

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP.

Section 1 – Company Information

- Company's history, number of years in business, etc.
- List of all company's key staff, their qualifications, their role for this contract, and a copy of each key staff's resume for the past five (5) years.
- Copies of company and employee certifications, current and active licenses and registrations with regulatory agencies, professional organizations, etc., including all Licenses as required for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office.
- List of company's equipment type and quantity to be used for this contract. See Sections 26.

Section 2 – Company Experience/References

- Provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, with other public or private agencies. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size as those required in this RFP. See Section 27.

Experience and Qualifications

Brandon DePalma – Market General Manager, Certified Pest Control Operator, GI -BMP Master Instructor, **27 Years Experience**.

Art Cleveland – Sr. Service Manager, Certified Pest Control Operator GI -BMP Certified, **35 Years Experience**

John Peltier- Sr. Business Development Representative, Certified Pest Control Operator, Bermuda Sports Turf Manager, **14 Years Experience**

Brian Woods- Sports Turf Specialist, Certified Pest Control Operator, **25 Years Experience**

Joe Schilling- Sports Turf Specialist, Certified Pest Control Operator, **25 Years Experience**

EXHIBIT "C"
PRICE PROPOSAL FORM
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES
FOR ATHLETIC FIELDS

Map Location No.	LOCATION	ACREAGE	SERVICES	ANNUAL COST PER LOCATION PER SCHEDULE IN APPENDIX A
1	Bill Breeze Park 1 Multi-Purpose Field 125 N. Lakeshore Dr.	1.4	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 4255
2	Bob Sorenson Fields 2 Baseball Fields 1755 Adair St.	4.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 9860
3	Jim Beech Recreation Complex 2 Soccer Fields 1820 A.D. Mims Rd.	5.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 17520
4	Vandergrift Central Park 3 Baseball Fields, 1 Football Field 560 Flewelling Ave.	4.5	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 14700
5	Vignetti Park 2 Baseball/Softball Fields 1910 Adair St.	1.6	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 4590
TOTAL PROPOSED ANNUAL COST OF ALL LOCATIONS:				$ 50,925

Proposed Insecticide: TOP CHOICE, TAL-STAR, DYLOX
Proposed Preemergent: SPECTACLE, RON-STAR, BARRICADE
Proposed Fungicide: HERITAGE
Proposed Herbicide: CELSIUS, MANOR, DISMISS, DISMISS SOUTH, DRIVE, TRIBUTE, REVOLVER
Proposed Fertilizer: GRANULAR 24-5-11 , 25-0-8

Respondent (Company Name): TRUGREEN LIMITED PARTNERSHIP
Prepared By: JOHN PELTIER

RFP #25-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

TRUGREEN LIMITED PARTNERSHIP
COMPANY NAME

407-466-4183
TELEPHONE (INCLUDE AREA CODE)

901-251-6294
FAX (INCLUDE AREA CODE)

johnpeltier@trugreenmail.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

John Peltier Account Manager
NAME/TITLE (PLEASE PRINT)

3801 Center Loop
STREET ADDRESS

Orlando Fl 32808
CITY STATE ZIP

FEDERAL ID # 36-3734669

_____Individual _____Corporation _____Partnership __X__Other
(Specify) Limited Partnership

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 6 day of March, 2025

Personally Known_____ or
Produced Identification FL Driver license
(Type of Identification)

Notary Public - State of FL
County of Orange

Signature of Notary Public

B. Arnold
Printed, Typed or Stamped Commissioned Name of Notary Public

Notary Public State of Florida
Bernadette Arnold
My Commission HH 388917
Expires 4/19/2027

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that it has 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, and available drug counseling, rehabilitation, and employee assistance programs, and the 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 bid a copy of the statement specified in subsection (1).

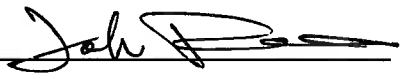
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* 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 is 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.

Bidder: TRUGREEN LIMITED PARTNERSHIP

Signature 

By: John Peltier
(Print or Type Name)

Title: Account Manager

Date: 3/5/2025

CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Bidders must disclose within their bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the 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 that 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 and administration 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 RFP.

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

Acknowledged by:

TRUGREEN LIMITED PARTNERSHIP
Firm Name


Signature

John Peltier
Name and Title (Print or Type)

3/5/2025
Date

NON-COLLUSION AFFIDAVIT

John Peltier, being first duly sworn deposes and says:

1. He/She is the Representative (Owner, Partner, Office, Representative or Agent) of TRUGREEN LIMITED PARTNERSHIP, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: John Peltier
Title: Account Manager/Business Development

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 6 day of March, 2025 by John Peltier who ☐ is personally known to me or ☒ has presented FL Driver License as identification.

Notary Public
My Commission Expires: 4.19.27

Notary Public State of Florida
Bernadette Arnold
My Commission HH 388917
Expires 4/19/2027

CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any of its establishments, and that employees are not permitted to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and that Bidder will not permit its employees to perform their services at any location under Bidder's control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where Bidder has obtained identical certification from proposed subcontractors for specific time periods) Bidder will obtain identical certifications from proposed subcontractors, if any, prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Bidder will retain such certifications in its files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 3/5, 2025.

By: JOHN PELTIER

ACCOUNT MANAGER/BUSINESS DEVLOPMENT
(Title)

Official Address (including Zip Code):

3801 CENTER LOOP

ORLANDO FL 32808

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Bidder: TRUGREEN LIMITED PARTNERSHIP

By: _____
(Authorized Signature)

Printed Name and Title: JOHN PELTIER

Date: 3/5/25

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; am over the age of 18 years and otherwise competent to make the above attestation; 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.

By: _____
Print Name: JOHN PELTIER
Print Title: BUSINESS DEVLOPMENT/ ACCOUNT MANAGER
Company Name: TRUGREEN LIMITED PARTNERSHIP

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 6th day of March, 2025, by John Peltier, as account manager of trugreen limited Partnership who is ☐ personally known to me or ☒ produced FL Driver License as identification.

_____
Notary Public Signature
Print Notary Name: B. Arnold
My Commission Expires: 4-19-27

(Seal)

Notary Public State of Florida
Bernadette Arnold
My Commission HH 388917
Expires 4/19/2027

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:

3. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
4. I am an officer or representative of TRUGREEN LIMITED PARTNERSHIP (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
5. Entity is not owned by the government of a foreign country of concern.
6. No government of a foreign country of concern has a controlling interest in Entity.
7. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
8. 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.
9. 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.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: John Peltier

Title: Account Manager/Business Development

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged ☑ by physical means / ☐ by electronic means before me this 6 day of March 2025 by John Peltier, who ☐ is personally known to me / ☑ presented FL Driver license as identification and who ☑ did / ☐ did not take an oath.

(Seal)

Notary Public State of Florida
Bernadette Arnold
My Commission HH 388917
Expires 4/19/2027

_____
Notary Public Signature

Print Notary Name: B. Arnold

My Commission Expires: 4-19-27

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that TRUGREEN LIMITED PARTNERSHIP [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of TruGreen Limited Partnership [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signature: _____
Printed Name: John Peltier
Date: 3/6/25

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 6 day of March 2025, by John Peltier account Manager (name and title of officer or agent) of TruGreen limited Partnership (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☑ has produced FL Driver license as identification.

_____
Notary Public Signature
Print Notary Name: B. Arnold
My Commission Expires: 4-19-2027

(Seal)

Notary Public State of Florida
Bernadette Arnold
My Commission HH 388917
Expires 4/19/2027

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 951688

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Kendra J Springfield
Phone Number	9014942859
Fax	
Email	kendraspringfield@trugreenmail.com

Company ID Number: 951688

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	3
AR	3
CA	7
CO	5
CT	2
DE	2
FL	23
GA	9
IA	4
ID	3
IL	13
IN	8
KS	3
KY	3
MA	5
MD	5
ME	1
MI	15
MN	6
MO	7
MS	1
NC	8
NE	2
NH	1
NJ	5
NM	1
NV	2
NY	6
OH	15
OK	4
OR	2
PA	13
RI	1
SC	5
SD	2
TN	9
TX	18
UT	2
VA	8
VT	1
WA	5
WI	6
WV	1
WY	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 951688

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Trugreen Limited Partnership
Company Facility Address	1790 Kirby Parkway Suite 300 Memphis, TN 38138
Company Alternate Address	
County or Parish	SHELBY
Employer Identification Number	363734669
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	246 site(s)

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Trugreen Limited Partnership	
Name (Please Type or Print) Abram P Alexander	Title
Signature Electronically Signed	Date 03/02/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/02/2016

in this Agreement, will remain firm for the initial three (3) year term of this Agreement. After the initial three (3) year term of this Agreement, price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 1 N. Bluford Avenue, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: Agreement for Pest Control and Fertilization Services for Athletic Fields (RFP 25-003)**

Section 5. General Conditions.

A. Patents and Copyrights: The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default:

1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.
5) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In

EXHIBIT "E"

PROPOSED AGREEMENT FOR

RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS

THIS AGREEMENT FOR PEST CONTROL AND FERTILIZATION SERVICES FOR ATHLETIC FIELDS (this "Agreement") is made this _____ day of _____, 20___, by and between the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and TRUGREEN LIMITED PARTNERSHIP, a Delaware LTD corporation, whose mailing address is 1790 Kirby Pkwy Memphis TN 38138 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #25-003 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal, including all required forms, and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on _____(the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "C". The amount as specified in Exhibit "C" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of a Change Order, if applicable. Any prices specified

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

William R. Carpenter, Branden Miller, JoAnn Warpool, Vickie Ann Harvey, Hunter D. Wells, Kathryn Byus, jointly or severally

in the City of Brentwood, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of March, 2021.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B.W.D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 4th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11 day of March, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bid Date: March 11, 2025

Bond No.: Bid Bond

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we TruGreen Limited Partnership

2175 N. Forsyth Rd., Orlando, FL 32807
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company
(Here insert full name and address or legal title of Surety)

P.O. Box 3967, Peoria, Illinois 61612-3967 a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto City of Ocoee
Ocoee, FL
(Here insert full name and address or legal title of Owner) as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #25-003, Pest Control and Fertilization Services for
(Here insert full name and address and description of project)

Athletic Fields

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of March, 2025.

TruGreen Limited Partnership
(Principal) (Seal)

(Witness) By: (Title)

RLI Insurance Company
(Surety) (Seal)

Kathryn Byus (Witness) By: Joann Warpool (Title) Attorney-In-Fact

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

William R. Carpenter, Branden Miller, JoAnn Warpool, Vickie Ann Harvey, Hunter D. Wells, Kathryn Byus, jointly or severally

in the City of Brentwood, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of March, 2021.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 4th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11 day of March, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

4165717020212

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF TN)

COUNTY OR CITY OF Williamson)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of March, 2025 by Johnna Harpool as Attorney-in-Fact, who is personally known to me or who has produced Power of Attorney as identification on behalf of RLI Insurance Company a IL Corporation,
(Surety Company) (State)
which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said RLI Insurance Company were affixed by order and authority of said
(Surety Company)
Company's Board of Directors, and that the execution of the attached bond is the free act and deed of RLI Insurance Company
(Surety Company)

Given under my hand and seal this 11 day of March, 2025.

Kathryn Byus
STATE OF TENNESSEE NOTARY PUBLIC
County of Williamson

(Notary Public)

My Commission Expires 6-26-28

END OF SECTION

SURETY

RLI Insurance Company (Surety Business Name)	Witness: (If agency is not a Corporation) (1) _____ (Witness)
8 Cadillac Dr. Ste 200 Brentwood TN 37027 (Principal Place of Business)	(2) _____ (Witness)
By: _____ (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature)
Joann Warpool (Surety Agent's Name)	Sandi Phippin (Corporate Secretary Name)
Attorney in Fact (Surety Agent's Title)	
Arthur J. Gallagher RMS Inc. (Business Name of Local Agent for Surety)	(Corporate Seal)
8 Cadillac Dr. Ste 200 Brentwood TN 37027 (Business Address)	
615-244-8484 (Telephone No.) BID BOND (Bond No.)	

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.

(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".

(3) Above addresses are to be used for giving required notice.

(4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

If Bidder is **CORPORATION,** complete this signature block.	
_____ (Corporation Name) _____ (State of Incorporation) By:_____ (Name of Person Authorized to Sign - See Note 1) _____ (Title) _____ (Authorized Signature) _____ (Corporation President) _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **SOLE PROPRIETORSHIP**, complete this signature block.	
_____ (Individual's Signature) _____ (Individual's Signature) doing business as _____ _____ (Business Address) _____ _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) (2) _____ (Witness) **(SEAL)**

If Bidder is **PARTNERSHIP**, complete this signature block.	
TRUGREEN LIMITED PARTNERSHIP (Partnership Name) _____ (General Partner's Signature) Outdoor Home Services, GP, LLC (General Partner's Name) 1790 Kirby Pkwy Memphis TN 38138 (Business Address) 407-466-4183 _____ (Telephone No.) (Florida License No.)	(1) _____ (Witness) 2) _____ (Witness) **(SEAL)**

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.

Marc

EXHIBIT "F"
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Trugreen Limited Partnership, as Principal, and RLI Insurance Company as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) $ Five Percent of the amount bid (5%)

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 11th day of March, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **RFP #25-003 Pest Control and Fertilization Services for Athletic Fields.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   3.2 All bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).


PROTEX
LAWN AND PEST CONTROL



Protex Lawn & Pest Control was established in 2016. We have maintained properties all across Central Florida and out to the East Coast beach areas as well. We not only work on 100's of residential customers properties, but we also handle commercial, municipal, and sports turf. We are a small local family-owned business, and we can handle lawns, GHP, and termite control. We operate out of our shop in Zellwood, Florida and currently have 7 full time employees. We schedule and run our company utilizing the Jobber software platform, so we are efficient in everything we do and diligent note takes which accompany every invoice.

We pride ourselves and having a full program we utilize to keep our lawns green and weed free all year. We do not skimp on the proper products to save money. We are always proactive and don't believe in waiting for a problem to occur to act.

PROTEX
LAWN AND PEST CONTROL

Staffing and Key roles:

Reginald Pinard – President

Please see attached resume.

Robert Keller – Operations Manager

Please see attached Resume

Bradley Kimmel - Commercial Lead Technician (assigned to this contract)

Bradley has over three years' experience working in the field as a Commercial and Sports turf technician for our company.

Reginald Pinard
Tavares, Florida

Experience:

September 2024 to Present
President
Protex Lawn & Pest control, LLC
Oversees strategic purchases
Manages Executive team
Coordinates Sales & Marketing

November 2010 to August 2024
V/P Operations
Helping Hand Lawn Care, LLC
Oversaw 17 maintenance crews, 3 spray technicians, 6 irrigation technicians, and three install crews.
Managed day to day operations
Had 5 direct reports.
Helped grow Branch over 33% from 2023 to 2024

January 2008 to October 2010
Spray Technician
Trugreen

Licenses/Certifications:

Lawn and Ornamental Fertilization and Pest Control Operator
Aquatic License
Fertilizer License
Best Management Practices
John Deere Tractor Certified
STIHL two cycle certified operator
OSHA Certified
CPR

Robert J. Keller
533 Windridge Pl
Tavares, FL 32778
352-298-6271
Robert@protexlawn.com

Professional Summary

Experienced pest control professional with over 20 years in the industry, specializing in termite inspections, pest management, and operations leadership. Proven ability to manage teams, optimize service routes, and ensure regulatory compliance. Strong expertise in commercial and residential pest control solutions with a commitment to customer satisfaction and operational efficiency.

Professional Experience

Protex Lawn and Pest Control – Oviedo, FL

Certified Operator & Operations Manager *(September 2024 – Present)*
• Oversee daily operations, ensuring efficiency and compliance with industry regulations.
• Manage and train technicians to uphold high service standards.
• Develop and implement strategic plans to improve customer satisfaction and business growth.

Senior Commercial Route Manager *(January 2016 – September 2024)*
• Managed high-value commercial accounts, providing top-tier pest control solutions.
• Trained and supervised technicians to ensure service excellence.
• Developed optimized route schedules to maximize efficiency and customer service.

Florida Pest Control – Orlando,FL

Termite Department Supervisor *(December 2013 – December 2015)*
• Led the termite division, overseeing inspections, treatments, and technician training.
• Ensured compliance with state and federal pest control regulations.
• Provided customer education and developed strategies to enhance service offerings.

Termite Technician *(January 2007 – December 2013)*
• Conducted termite inspections and implemented treatment plans.
• Assisted in customer education on prevention and treatment options.
• Maintained compliance with industry standards and safety protocols.

Keys Pest Control – Key West, FL

Pest Control Technician & Termite Inspector *(October 2003 – December 2006)*
• Provided general pest control services and termite inspections.
• Assisted in developing treatment plans for residential and commercial properties.
• Delivered excellent customer service and educated clients on pest prevention.

Certifications & Licenses
• Certified Pest Control Operator – L&O, General house hold pest and rodent control, Termite and other WDO. Florida
• Florida BMP certificate, Limited commercial/urban fertilizer certification

Skills & Expertise
• Pest and termite control solutions
• Commercial route management
• Team leadership and training
• Regulatory compliance
• Customer relations and education
• Operations management

Education

Tavares High school August 1999- May 2002
High school diploma

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name	City, State
KIMMEL, ZAKERY	DELTOBA,FL

License No.	License Status	License Type:
LF361707	Normal	Limited Urban Landscape Commercial Fertilizer

License Categories

Original Issue Date	Last Issue Date	Expiration Date
2/7/2025	2/7/2025	2/7/2029

Company Name

Agent Count: 0

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name	City, State
KIMMEL, BRADLEY SCOTT	WINTER SPRINGS,FL

License No.	License Status	License Type:
LF312293	Normal	Limited Urban Landscape Commercial Fertilizer

License Categories

Original Issue Date	Last Issue Date	Expiration Date
6/15/2021	6/15/2021	6/15/2025

Company Name

Agent Count: 0

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name	City, State
KELLER, ROBERT JAMES	TAVARES,FL

License No.	License Status	License Type:
LF293469	Normal	Limited Urban Landscape Commercial Fertilizer

License Categories

Original Issue Date	Last Issue Date	Expiration Date
12/18/2019	2/14/2024	12/18/2027

Company Name

PROTEX LAWN AND PEST CONTROL INC

Agent Count: 0

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name	City, State
PINARD, REGINALD LARRY	SORRENTO,FL

License No.	License Status	License Type:
CM23179	Normal	Commercial RUP Applicator License

License Categories

Aquatic Pest Control

Original Issue Date	Last Issue Date	Expiration Date
9/24/2014	2/9/2023	9/30/2026

Company Name

Agent Count: 0

Detail Information

Close Print

Name:	License:
PROTEX LAWN AND PEST CONTROL LLC	JB360159

Original Issue Date:	Issue Date:	Expiration Date:	Status
2/12/2025	2/12/2025	8/31/2025	Normal

License Categories:

Pest Control Company

Address

5690 W JONES AVW
ZELLWOOD, FL 32798

Phone

407-542-0044

Company Employees

Please click a name to view the details.

Name	License Num
KELLER,ROBERT JAMES	JE138458
KELLER,ROBERT JAMES	JF354472
KELLER,ROBERT JAMES	LF293469
KIMMEL,BRADLEY SCOTT	JE301345
KIMMEL,BRADLEY SCOTT	LF312293
KIMMEL,ZAKERY	JE362002

KIMMEL,ZAKERY	LF361707

Employee Count 7

23. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

None

24. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. 1 Dated 2/13/2025
No. 2 Dated 2/19/25
No. 3 Dated 2/25/25
No. 4 Dated 3/6/2

25. SUBCONTRACTORS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONTRACTORS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

None

By submitting a proposal, Respondent certifies that it has investigated any subcontractor/temporary worker agency listed and has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner.

26. EQUIPMENT LISTING:

Provide the year, make and model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

3 Steel Green Ride one Spreader sprayers
12 battery back pack sprayers
3 Chevy/Dodge Vans

27. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: The Masters Academy - Ball Fields
Project Details: Fertilization & Pest Control on Ball Fields

Start date: 06/01/2024 Completion date: Ongoing
Contract amount: $9,100.00
Awarding Agency: The Masters Academy
Agency's Point of Contact: Name and Title: Trevor Berryhill
Phone number: 407-971-2221 Ext. 1246
Email address: Trevorberryhill@mastersacademy.org

Name of Project: Multiple Projects (Fertilization & Pest Control)
Project Details: Lawn & Ornamental Fertilization & Pest Control Services

Start date: 10/01/2020 Completion date: Ongoing
Contract amount: Varies based on purchase orders
Awarding Agency: Brightview
Agency's Point of Contact: Name and Title: Dustin Maffioli
Phone number: 407-493-1663
Email address: dustin.maffioli@brightview.com

Name of Project: Waterford Lakes HOA
Project Details: Lawn & Ornamental Fertilization & Pest Control Services

Start date: 12/6/2017 Completion date: Ongoing
Contract amount: $100,000.00
Awarding Agency: Waterford Lakes HOA
Agency's Point of Contact: Name and Title: Jessica Gomez Manager
Phone number: 407.380.3803
Email address: Jessica.Gomez@fsresidential.com

Does Respondent have any similar work in progress at this time? Yes X No ___

Bank or other financial references:
Truist Bank

28. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Work or terms of the Contract Documents? Yes _____ No X_____

List any exceptions Respondent has to this scope of work or contract terms. Exceptions will not be considered after the bid has been awarded. The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____

_____

_____

_____

_____

29. SUBMITTALS:

The City of Ocoee requests comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **fifty (50) 8.5"x 11" pages** (excluding front and back covers, dividers, and all forms included in this RFP), single-sided, portrait orientation, 12-point font. The page limit applies to the material contained in Sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal.

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP.

Section 1 – Company Information

- Company's history, number of years in business, etc.
- List of all company's key staff, their qualifications, their role for this contract, and a copy of each key staff's resume for the past five (5) years.
- Copies of company and employee certifications, current and active licenses and registrations with regulatory agencies, professional organizations, etc., including all Licenses as required for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office.
- List of company's equipment type and quantity to be used for this contract. See Sections 26.

Section 2 – Company Experience/References

- Provide a minimum of three (3) separate references of current or previous contracts with a similar scope of work to the requested services of this RFP, within the past five (5) years, with other public or private agencies. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size as those required in this RFP. See Section 27.



More information on our treatment approach to sports turf:

Insect control, weed control, and disease control in Bermuda turf should be applied at the appropriate time using the correct insecticide, herbicide and fungicide to target the specific problem you are facing.

Mole Crickets:
Mole crickets should be treated from April to May and August to September. Systemic insecticides such as Meritt or fipronil are the most effective methods of control, as contact insecticides like bifenthrin do not provide long-term residual protection.

Sod Webworm:
Sod webworm should be treated from June to September. While bifenthrin offers some control, it does not provide residual protection against new infestations. A superior option for controlling both sod webworm and armyworm is Acelapryn, a systemic insecticide that offers long-term control.

Disease Control:
Disease control in Bermuda turf can be challenging and requires proper application, timing, and the use of specialty fungicides. Disease control should be applied from March to October, utilizing fungicides such as Heritage, Spectator, and Eagle. These high-quality, specialty fungicides provide the best curative and preventative options for controlling diseases such as dollar spot, brown patch, and pythium root rot.

Pre-Emergent Herbicide Application:
Applying pre-emergent herbicides at the appropriate time is crucial. The ideal time to apply pre-emergent herbicides is from January to April and September to October. Products like Barricade and Specticle offer the best control in preventing new weeds from germinating.

Post-Emergent Herbicide Application:

Post-emergent herbicide application should be applied when weeds are actively growing. The ideal time to apply post-emergent herbicides is from March to October. This is the most effective time to control broadleaf, sedge, and grassy weeds that have sprouted from the soil. Herbicides such as Celsius WG, Certainty, Dismiss, Speedzone, and Trimec will control broadleaf and sedge weeds, while products like Drive XLR8 and Fusillade will target grassy weeds.

EXHIBIT "C"
PRICE PROPOSAL FORM
RFP #25-003 PEST CONTROL AND FERTILIZATION SERVICES
FOR ATHLETIC FIELDS

Map Location No.	LOCATION	ACREAGE	SERVICES	ANNUAL COST PER LOCATION PER SCHEDULE IN APPENDIX A
1	Bill Breeze Park 1 Multi-Purpose Field 125 N. Lakeshore Dr.	1.4	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 6,983.00
2	Bob Sorenson Fields 2 Baseball Fields 1755 Adair St.	4.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 10,059.00
3	Jim Beech Recreation Complex 2 Soccer Fields 1820 A.D. Mims Rd.	5.1	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$ 13,966.00
4	Vandergrift Central Park 3 Baseball Fields, 1 Football Field 560 Flewelling Ave.	4.5	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$22,071.50
5	Vignetti Park 2 Baseball/Softball Fields 1910 Adair St.	1.6	Insecticide, Preemergent Herbicide, Fungicide, Herbicide, and Fertilizer	$10,059.00
	TOTAL PROPOSED ANNUAL COST OF ALL LOCATIONS:			**$** 63,138.50

Proposed Insecticide: Acelapryn, Talstar, Merrit, and Top Choice
Proposed Preemergent: Barricade, Spectacle Flo
Proposed Fungicide: Heritage, Eagle, Spectator
Proposed Herbicide: Broad Leaf /Sedge Control: Trimex, Celsius wg, Dismiss
Proposed Fertilizer: Lesco 24-2-11 Slow Relaease Granular

Respondent (Company Name): Protex Lawn & Pest Control, LLC
Prepared By: Elder Ripper

EXHIBIT "E"

RESPONDENT'S PROPOSED BERMUDA TURFGRASS APPLICATION PROGRAM SCHEDULE

Month	Insecticide	Preemergent Herbicide	Fungicide	Herbicide	Fertilizer
January	As Needed	Treatment	Treatment	Treatment	As Needed
February	As Needed	As Needed	As Needed	As Needed	As Needed
March	Treatment	Treatment	Treatment	As Needed	Treatment
April	Treatment	Treatment	Treatment	Treatment	Treatment
May	Treatment	As Needed	Treatment	Treatment	Treatment
June	Treatment	As Needed	Treatment	Treatment	Treatment
July	Treatment	As Needed	Treatment	Treatment	Treatment
August	Treatment	As Needed	Treatment	Treatment	Treatment
September	Treatment	Treatment	Treatment	Treatment	Treatment
October	Treatment	Treatment	Treatment	As Needed	Treatment
November	As Needed	As Needed	As Needed	As Needed	As Needed
December	As Needed	As Needed	As Needed	As Needed	As Needed

Includes: Bill Breeze Park multi- purpose field, Bob Sorenson fields 1 & 2, Jim Beech Recreation Soccer fields 1 & 2, Vandergrift Central Park fields 1,2,3 & football field, Vignetti Park fields 1 & 2

PROPOSED CHEMICAL BRANDS:

Insecticide: Acelapryn, Talstar, Merrit, and Top Choice

Preemergent Herbicide: Barricade, Spectacle Flo

Fungicide: Heritage, Eagle, Spectator

Herbicide: Broad Leaf /Sedge Control: Trimex, Celsius wg, Dismiss

Fertilizer: Lesco 24-2-11 Slow Release Granular, Lesco T&O Micronutrients Blackout Compliant

Fertilizer Application Rate: 1 lb(s) per 1,000 sq. ft.

Respondent (Company Name): Protex Lawn & Pest Control, LLC

Prepared By: Elder Ripper

RFP #25-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

Protex Lawn & Pest Control, LLC
COMPANY NAME

407-542-0044
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

admin@protexlawn.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Elder Ripper Manager
NAME/TITLE (PLEASE PRINT)

5960 West Jones Ave
STREET ADDRESS

Zellwood, Fl 32798
CITY STATE ZIP

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

PO Box 1704

Sorrento, Fl. 32776

FEDERAL ID # 92-2267458

_____Individual X Corporation _____Partnership _____Other
(Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 18th day of February, 2025.

Personally Known_____ or
Produced Identification X

drivers license
(Type of Identification)

MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

Notary Public - State of Florida
County of Lake

Signature of Notary Public

Monica Pinard
Printed, Typed or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that it has 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, and available drug counseling, rehabilitation, and employee assistance programs, and the 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 bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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 is 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.

Bidder: Protex Lawn & Pest Control, LLC

Signature

By: Elder Ripper
(Print or Type Name)

Title: Manager

Date: 2/18/2025

CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Bidders must disclose within their bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the 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 that 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 and administration 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 RFP.

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

Acknowledged by:

Protex Lawn & Pest Control, LLC
Firm Name

Signature

Elder Ripper Manager
Name and Title (Print or Type)

2/18/2025
Date

NON-COLLUSION AFFIDAVIT

Elder Ripper, being first duly sworn deposes and says:

1. He/She is the Manager (Owner, Partner, Office, Representative or Agent) of Protex Lawn & Pest Control, LLC, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____
Title: _____

STATE OF Florida
COUNTY OF Lake

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 18th day of February, 2025, by E. Norman Ripper who ☐ is personally known to me or ☒ has presented drivers license as identification.

_____
Notary Public
My Commission Expires: Dec. 7, 2026

MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any of its establishments, and that employees are not permitted to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and that Bidder will not permit its employees to perform their services at any location under Bidder's control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where Bidder has obtained identical certification from proposed subcontractors for specific time periods) Bidder will obtain identical certifications from proposed subcontractors, if any, prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Bidder will retain such certifications in its files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 2/17, 2025.

By: _____

Manager
(Title)

Official Address (including Zip Code):

5960 West Jones Ave Zellwood Fl 32798

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Bidder: Protex Lawn & Pest Control, LLC

By: _____
(Authorized Signature)

Printed Name and Title: Elder Ripper Manager

Date: 2/18/2025

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; am over the age of 18 years and otherwise competent to make the above attestation; 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.

By: _____
Print Name: Elder Ripper
Print Title: Manager
Company Name: Protex Lawn & Pest Control, LLC

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 18th day of February, 202 25, by E. Norman Ripper, as President of Protex Lawn & Pest Control who is ☐ personally known to me or ☒ produced drivers license as identification.

MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

(Seal)

Notary Public Signature
Print Notary Name: Monica Pinard
My Commission Expires: Dec. 7, 2026

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:

3. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
4. I am an officer or representative of Protex Lawn & Pest Control, LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
5. Entity is not owned by the government of a foreign country of concern.
6. No government of a foreign country of concern has a controlling interest in Entity.
7. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
8. 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.
9. 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.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: Elder Ripper

Title: Manager

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 18 day of February 2025, by E. Norman Ripper, who ☐ is personally known to me / ☒ presented drivers license as identification and who ☒ did / ☐ did not take an oath.

(Seal)

MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

_____
Notary Public Signature
Print Notary Name: Monica Pinard
My Commission Expires: Dec. 7, 2026

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Protex Lawn & Pest Control, LLC [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Protex Lawn & Pest Control, LLC [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signature: _____
Printed Name: Elder Ripper
Date: 2/18/2025

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 18th day of February 2025, by Elder Ripper President (name and title of officer or agent) of Protex Lawn & Pest Control (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced drivers license as identification.

(Seal) MONICA PINARD
Notary Public - State of Florida
Commission # HH 339190
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

Notary Public Signature
Print Notary Name: Monica Pinard
My Commission Expires: Dec. 7, 2026

From: Norman
To: Hopper, Shannon
Subject: Re: RFP 25-003 - Request for Protex" Proof of E-Verify Registration
Date: Friday, March 14, 2025 1:51:08 PM
Attachments: image001.png
Protex Everify.pdf

On Fri, Mar 14, 2025 at 1:50 PM Norman <protexlpc@gmail.com> wrote:

> Sorry about that. Here you go.
>
> On Fri, Mar 14, 2025 at 12:14 PM Hopper, Shannon <SHopper@ocoee.org> wrote:
>
> > Good afternoon, Elder:
> >
> > Please email me the proof of E-Verify registration for Protex as it was not attached to the E-Verify Affidavit in the proposal for RFP 25-003. Please email the registration to me by 5:00 p.m. on Tuesday, March 18, 2025.
> >
> > Thank you,
> >
> > Shannon Hopper, CPPB
> >
> > Purchasing Technician II
> >
> > City of Ocoee
> >
> > 1 N. Bluford Avenue
> >
> > Ocoee, FL 34761
> >
> > ☎PH: 407-905-3100 x 1524
> >
> > ✉E-mail: shopper@ocoee.org
> >
> > Website: https://link.edgepilot.com/s/84053b35/oFkIMshl_064IhbP2JjLUw?u=http://www.ocoee.org/

Florida has a very broad public records law (F.S. 119). As a result, any written communication created or received by City of Ocoee officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Additionally, under Florida Law email addresses are public records.

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name

Protex Lawn & Pest Control, LLC

Doing Business As (DBA) Name

Company ID

2647730

Enrollment Date

Sept 01, 2024

Employer Identification Number (EIN)

922267458

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

811

Sector

Other Services (Except Public Administration)

Subsector

Repair and Maintenance

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

5960 W. Jones Ave.
Zellwood, FL 32798

Mailing Address

PO Box 1704
Sorrento, FL 32776

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Edit Company Addresses

Company Access

My Company is configured to:

Verify Its Own Employees

My Company has enabled:

E-Verify+

E-Verify+ enabled by:

Elder Ripper (Sept 01, 2024)

Memorandum of Understanding

View Current MOU

Terms of Service

View E-Verify+ Terms of Service

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 8

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval to Surplus and Replace Stand-by Generators for Ocoee Fire Stations. (Assistant Public Works Director Gajadhar)

Background Summary: The approved Facilities Maintenance Division capital budget includes the replacement of generators at three (3) of the City's fire stations. The current generators have come to the end of their service life, with frequent costly repairs due to low parts availability. The City traditionally purchases equipment through various competitively bid annual contracts. Public Works has researched pricing and has found the Hillsborough County Sheriff's Office provides competitively bid pricing for equipment utilizing competitively bid contracts. Their contract document requirements included a Request For Proposal (RFP), an award letter, and a response.

Public Works would like to piggyback off of Hillsborough County Sheriff's Office's term contract for the three (3) fire station generator replacements, utilizing IPS Power Systems (parent company of TAW Power Systems, Inc.) as the contractor. IPS Power Systems was also responsible for the installation of the generator in the New City Hall building, as well as maintenance of generators city-wide. The replacement of the fire station generators is proposed at the following prices:

- Fire Station 25: 563 S. Bluford Ave. - $95,820.26
- Fire Station 26: 1500 N. Clarke Rd. - $58,076.25
- Fire Station 39: 2515 Maguire Rd. - $58,076.25

Public Works recommends issuing purchase orders to IPS Power Systems for the above amounts, as they will be primarily utilized for maintaining the equipment. Public Works would also like approval to designate the old generators as surplus to be auctioned through the City's annual surplus process.

Issue:
Should the Honorable Mayor and City Commissioners approve the replacement of three (3) fire station stand-by generators, approve piggybacking Hillsborough County Sheriff's Office term contract pricing for replacement of the generators, and approve designating the old generators as surplus?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners approve issuing purchase orders to IPS Power Systems to replace three (3) fire station stand-by generators, authorizing the City 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 designating the old generators as surplus.

Attachments:
1. Hillsborough Contract Pricing Page
2. FS39-Generator-TAW
3. FS25-Generator-TAW
4. FS26-Generator-TAW
5. TAW Award Letter
6. TAW W-9

Financial Impacts:
The cost of the work is adequately funded in the Facilities Maintenance Division's Capital Program for Public Works.

Type of Item: Consent

f. List any additional equipment charges not included in the pricing above:

Technology fee $150.00 charged when proprietary software is used.

Serialized equipment cost plus 25% new generators, transfer switch, fuel tank

Environmental fee 4% of repair with job max of $250

g. Pricing for Emergency and Non-Emergency Repairs (labor only). Quotes will be required at the time of request. Parts and materials shall be included in the quote.

Line #	Description of Work	Price
1.	Non-Emergency Repair Rate – service call response within 24 hours & should always be during regular service hours	$ 95.00 /hour
2.	Emergency Repair Rate – service call response within 2 hours (regular service hours rate)	$ 95.00 /hour
3.	Emergency Repair Rate – service call response within 2 hours (after regular service hours rate)	$ 142.50 /hour

List other rates such as travel time or mileage if applicable:

travel charge $100.00 per call

List regular service hours:

Days of the week Monday - Friday

Hours of the day 7:30 a.m. - 4:00 p.m.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IPS Power Systems

6312 78th street
Riverview, Florida 33578
www.ips.us

PROPOSAL

Proposal #	**: TAW-41352**	Salesperson	**: Thomas Herman**
Proposal Date	**: 03.07.2025**	Email	**: thomas.herman@ips.us**
Proposal Expiration	**: 05.01.2025**	Mobile Number :	**: (954) 707-0241**
		Branch	**: Orlando**
		Address	**: 4372 LB McLeod Road, Orlando, FL 32811**

Ship To

City of Ocoee - Fire Station 39
2515 S Maguire Rd.
Ocoee, FL 34761

ATTN : Kiel Gajadhad

Generator Make: Generator Model: 100DS60 Generator Serial: 390456

Item	Qty	Rate	Amount
KOHLER Model 60REOZK , EPA Certified Diesel Generator Set	1.0	31,103.75	31,103.75
ASCO, NEMA 1, OPEN, 3P4W, 208V, 400A	1.0	4,822.50	4,822.50
Outside Vendor Services	1.0	12,500.00	12,500.00
Start Up 60REOZK	1.0	1,950.00	1,950.00
Load Bank 60REOZK	1.0	950.00	950.00
Supply and return Fuel Lines	1.0	4,500.00	4,500.00
Industrial Freight Charges	1.0	2,000.00	2,000.00
Environmental Fee	1.0	250.00	250.00
		Total	**$58,076.25**

Notes

The proposal includes the unit, ATS, 5 year comprehensive warranty's on both, removal and replacement of the gen and ATS, removal and replacement of the fuel lines from copper to black iron, the permits for the unit and fuel lines, and annunciator. After the unit is installed, the start up and load bank will be performed and the system verified on site with the building.

Note: The work is priced for normal business hours, including the ATS replacement that will incur a power outage to complete.
Note 2: There will be a permit for electrical and mechanical (fuel) pulled to complete the job.
Note 3: The generator has a 22-24 week lead time
Note 4: The old unit will either be left on site or disposed of per FDEP regulations. The city just needs to provide direction.
Note 5: The size was adjusted per the utility bills by the Electrical Engineer.
Note 6: The price is reflective of the Hillsboro County Sheriff agreement submitted. This lists the equipment markup price to be cost plus 25%.

Authorized Signature & PO

Any sales tax due on work will be calculated and included in final invoice unless a valid tax-exempt certificate has been supplied and is on file.
Tariff Surcharge - please note this quote is subject to a tariff surcharge which will be estimated based on the current tariff environment. The final tariff surcharge will be updated at the time of invoicing.
Proposal does note include any additional work or material due to unforeseen problems that may be discovered after work has begun. TAW is not responsible for any permitting that may be required to perform any of the services described above. This proposal is separate from any previous proposal written or implied, and requires authorization and purchase order to proceed. Jobs that require special order parts will not go on the schedule until parts are in at a TAW warehouse. A temporary date may be given and is subject to change. A 25% restocking fee will be charged to all canceled proposals along with any freight charges incurred from any special ordered parts. This proposal is offered with TAW Power Systems, Inc. PERIODIC MAINTENANCE AGREEMENT/REPAIRS TERMS AND CONDITIONS. A copy is available upon request. Unless otherwise stated, proposal includes above parts, disposal of all waste materials, shipping/handling and labor to perform job described above.
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IPS Power Systems

6312 78th street
Riverview, Florida 33578
www.ips.us

PROPOSAL

Proposal #	**: TAW-42411**	Salesperson	**: Thomas Herman**
Proposal Date	**: 04.07.2025**	Email	**: thomas.herman@ips.us**
Proposal Expiration	**: 05.03.2025**	Mobile Number :	**: (954) 707-0241**
		Branch	**: Orlando**
		Address	**: 4372 LB McLeod Road, Orlando, FL 32811**

Ship To

City of Ocoee - Fire Station 25
563 S Bluford Ave.
Ocoee, FL 34761

ATTN : Kiel Gajadhar

Generator Make: Kohler Generator Model: 350REOZV Generator Serial: 0780169

Item	Qty	Rate	Amount
KOHLER Model 150REOZJF , EPA Certified Diesel Generator Set	1.0	62,650.00	62,650.00
ASCO, NEMA 1, OPEN, 208VAC, 1000A	1.0	13,620.26	13,620.26
Outside Vendor Services	1.0	13,500.00	13,500.00
Start Up 150REOZJF	1.0	2,350.00	2,350.00
Load Bank 150REOZJF	1.0	1,250.00	1,250.00
Industrial Freight Charges	1.0	2,450.00	2,450.00
		Total	**$95,820.26**

Notes

The proposal includes the unit, ATS, 5 year comprehensive warranty's on both, removal and replacement of the gen and ATS, and annunciator. After the unit is installed, the start up and load bank will be performed and the system verified on site with the building.

Note: The work is priced for normal business hours, including the ATS replacement that will incur a power outage to complete.
Note 2: There will be a permit for electrical.
Note 3: The generator has a 22-24 week lead time, the ATS is 16-18 week lead time.
Note 4: The old unit will either be left on site or disposed of per FDEP regulations. The city just needs to provide direction.
Note 5: The size was adjusted per the utility bills by the Electrical Engineer.
Note 6: The price is reflective of the Hillsboro County Sheriff agreement submitted. This lists the equipment markup price to be cost plus 25%.

Authorized Signature & PO

Any sales tax due on work will be calculated and included in final invoice unless a valid tax-exempt certificate has been supplied and is on file.
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IPS Power Systems

6312 78th street
Riverview, Florida 33578
www.ips.us

PROPOSAL

Proposal #	**: TAW-41351**	Salesperson	**: Thomas Herman**
Proposal Date	**: 03.07.2025**	Email	**: thomas.herman@ips.us**
Proposal Expiration	**: 05.01.2025**	Mobile Number :	**: (954) 707-0241**
		Branch	**: Orlando**
		Address	**: 4372 LB McLeod Road, Orlando, FL 32811**

Ship To

City of Ocoee - Fire Station 26
1500 N Clarke Rd.
Ocoee, FL 34761

ATTN : Kiel Gajadhad

Generator Make: Spectrum Generator Model: 100DS60 Generator Serial: 390457

Item	Qty	Rate	Amount
KOHLER Model 60REOZK , EPA Certified Diesel Generator Set	1.0	31,103.75	31,103.75
ASCO, NEMA 1, OPEN, 3P4W, 208V, 400A	1.0	4,822.50	4,822.50
Outside Vendor Services	1.0	12,500.00	12,500.00
Start Up 60REOZK	1.0	1,950.00	1,950.00
Load Bank 60REOZK	1.0	950.00	950.00
Supply and return Fuel Lines	1.0	4,500.00	4,500.00
Industrial Freight Charges	1.0	2,000.00	2,000.00
Environmental Fee	1.0	250.00	250.00
		Total	**$58,076.25**

Notes

The proposal includes the unit, ATS, 5 year comprehensive warranty's on both, removal and replacement of the gen and ATS, removal and replacement of the fuel lines from copper to black iron, the permits for the unit and fuel lines, and annunciator. After the unit is installed, the start up and load bank will be performed and the system verified on site with the building.

Note: The work is priced for normal business hours, including the ATS replacement that will incur a power outage to complete.
Note 2: There will be a permit for electrical and mechanical (fuel) pulled to complete the job.
Note 3: The generator has a 22-24 week lead time
Note 4: The old unit will either be left on site or disposed of per FDEP regulations. The city just needs to provide direction.
Note 5: The size was adjusted per the utility bills by the Electrical Engineer.
Note 6: The price is reflective of the Hillsboro County Sheriff agreement submitted. This lists the equipment markup price to be cost plus 25%.

Authorized Signature & PO

Any sales tax due on work will be calculated and included in final invoice unless a valid tax-exempt certificate has been supplied and is on file.
Tariff Surcharge - please note this quote is subject to a tariff surcharge which will be estimated based on the current tariff environment. The final tariff surcharge will be updated at the time of invoicing.
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OFFICE OF THE SHERIFF

Chad Chronister, Sheriff
Donna Lusczynski, Chief Deputy
Hillsborough County, Florida

July 24, 2018

TAW Power Systems, Incorporated
Attention: Justin Smith
justin.smith@tawinc.com
6312 78th Street
Tampa, Florida 33578

RE: RFP 19-18 Emergency Generator Maintenance and Repair

Dear Mr. Smith,

Thank you for responding to the referenced Request for Proposal. The responses have been evaluated and an award has been made to your company effective July 24, 2018. The bid tabulation has been enclosed for your records.

If you have any additional questions, please direct them to our Buyer, Stephanie Douglas, at sajack01@hcso.tampa.fl.us or (813) 247-0024.

Sincerely,

Christina R. Porter, CPA
Chief Financial Officer

CRP/sjd

Enclosure

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

TAW Power Systems, Inc.

2 Business name/disregarded entity name, if different from above.

Integrated Power Services

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

6312 S. 78th Street

6 City, state, and ZIP code

Riverview, FL 33578

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	4	2	4	1	8	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Wesley Paul | **Date** 1/17/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 9

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Purchase of FY 2024-2025 Budgeted Vehicle. (Assistant Public Works Director Gajadhar)

Background Summary: The City traditionally purchases vehicles through various competitively bid annual contracts. Public Works has researched pricing and has found the Florida Sheriff's Association contract provides the lowest competitively bid pricing for vehicles utilizing competitively bid contracts. The following vehicle is incorporated into the approved budget for purchase through this contract:

- 1 - Ford F-350 Bucket Truck @ $139,020 (Streets - New).

Public Works recommends approval to purchase the above vehicle based on published pricing for the 2024/2025 term contract from the Florida Sheriff's Association.

Issue:
Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2024/2025 vehicle?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicle from the Florida Sheriff's Association contracts, and authorize the City Manager and staff to approve changes to the vehicle order up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:
1. BucketTruck Quote FSA

Financial Impacts:
The vehicle is adequately funded in the 2024/2025 Department budget.

Type of Item: Consent

Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166
305-470-1334 / 305-972-7133 cell
crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA24-VEL32.0

Purchaser:	CITY OF OCOEE	Date:	03/25/2025
Address:	1 NORTH BULFORD AVENUE	Phone:	407-554-7305
City:	OCOEE, FL. 34761		KIEL GAJADHAR
			kgajadhar@ocoee.org

Base Model:	ITEM 21 - 2025 F350 REGULAR CAB 4X4 (F3H)	Price:	**$50,328.00**
Inc.	AM/FM RADIO, AIR CONDITIONING		
Color:	(Z1) WHITE / (AS) GREY VINYL INTERIOR		
Delivery Info:	ESTIMATED AT 28 WEEKS FROM RECEIPT OF PURCHASE ORDER		

Option #	99N - 7.3 V8 GAS ENGINE	Price:	$0.00
Option #	44G - FORD TORQSHIFT HD 10-SPEED AUTOMATIC TRANSMISSION	Price:	$0.00
Option #	3K - THIRD KEY	Price:	$345.00
Option #	90L - POWER GROUP, WINDOWS, LOCKS, MIRRORS	Price:	$0.00
Option #	18B - FACTORY PLATFORM CAB STEPS	Price:	$317.00
Option #	86M - DUAL BATTERIES	Price:	$208.00
Option #	872I - FACTORY BACK UP CAMERA AND INSTALLATION	Price:	$718.00
Option #	CS - BACK OF CAB PROTECTOR WITH WINDOW CUTOUT	Price:	$1,475.00
Option #	MLB - 20" TO 23" MINI AMBER LED LIGHTBAR	Price:	$894.00
Option #	UTILITY-9 - CM 9' UTILITY BODY, STANDARD SHELVES, STANDARD REAR	Price:	$14,010.00
Option #	BUMPER	Price:	$0.00
Option #	TAG-NEW - NEW YELLOW CITY TAG AND REGISTRATION	Price:	$431.00
Option #	X4L - 4.30 LIMITED SLIP REAR AXLE	Price:	$381.00
Option #	NLBR - DUR-A-LIFT DTX2-34FP INSULATED TELSCOPIC AERAL BUCKET, 39'	Price:	$67,677.00
Option #	WORKING HEIGHT, 25' SIDE REACH, 350LB CAPACITY, 180-DEGREE ROTA-	Price:	$0.00
Option #	TION, UTILITY BODY TAILSHELF, HYDRAULIC TOOL CIRCUIT AT BASKET AND	Price:	$0.00
Option #	ALL STANDARD FEATURES	Price:	$0.00
Option #	NLBR / NLER - FLOOR PLAN COST FOR EXTENED BODY AND EQUIPMENT	Price:	$2,236.00
Option #	PRODUCTION AND INSTALLATION LEAD TIMES	Price:	$0.00
Option #		Price:	$0.00

Note:	
Note:	
Note:	
Note:	

Total Price of Base Unit and all Selected Options:		**$139,020.00**
Total Price of Multiple Units - Qty:	**1**	**$139,020.00**

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 10

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of the Agreement between the City of Ocoee and Fullers Crossing 429, LLC. (Utilities Director Bolling)

Background Summary:
The property at 2280 Fullers Cross Road (FC 429 Property), owned by Fullers Crossing 429, LLC (FC 429, LLC), is preparing to begin site plan design. A Shared Access Easement Agreement was established on June 15, 2004, between the City and the previous owner of the FC 429 Property (Daryl M. Carter). However, the previously agreed-upon Shared Access Easement Agreement is now in direct conflict with the proposed development plans for both the City's new Law Enforcement Training Facility and the Conceptual Plan for the FC 429 Property. To overcome the site plan conflicts staff worked with the City Attorney and FC 429, LLC to procure a new agreement. This agreement terminates the June 15, 2004, Shared Access Easement Agreement and sets forth terms and conditions for each project to move forward without conflicts.

Issue:
Should the Honorable Mayor and City Commissioners approve the Agreement between the City of Ocoee and Fullers Crossing 429, LLC?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners approve the Agreement between the City of Ocoee and Fullers Crossing 429, LLC.

Attachments:
1. Proposed Agreement Between City and FC 429 3.26.25

Financial Impacts:
None.

Type of Item: Consent

AGREEMENT BETWEEN THE CITY OF OCOEE AND FULLERS CROSSING 429, LLC

THIS AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2025, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("City"), and **FULLERS CROSSING 429, LLC**, a Florida limited liability company, whose address is 529 E Crown Point Road, Ste. 100, Ocoee, FL 34761 ("FC 429, LLC"). The City and FC 429, LLC may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, FC 429, LLC owns the property located at 2280 Fullers Cross Road, Ocoee, Florida, 34761 ("FC 429 Property"), and directly west of that property the City owns the property located at 1707 East Crown Point Road, Ocoee, Florida, 34761("City Property")(collectively referred to as the "Properties");

WHEREAS, the FC 429 Property is subject to the Planned Development Agreement for the Fullers Cross Commercial Planned Unit Development ("PUD"), as set forth in the Development Agreement dated as of June 15, 2004, made by and between Daryl M. Carter, Trustee of the Carter-Fullers Cross Land Trust (the "Previous Property Owner"), and the City;

WHEREAS, the Previous Property Owner of the FC 429 Property and the City entered into a Shared Access Easement Agreement dated June 15, 2004 ("Shared Access Agreement"), related to the Properties;

WHEREAS, FC 429, LLC desires to begin construction on the FC 429 Property;

WHEREAS, the Parties agree to terminate the Shared Access Agreement in accordance with the terms of said agreement;

WHEREAS, the Parties seek to amend and supersede certain buffer requirements of the PUD to accommodate the Parties' development objectives;

WHEREAS, the City has a vested interest in the efficient delivery of utility services to its properties and adjoining properties, including the installation of water and sewer infrastructure to support future development;

WHEREAS, an easement (the "North Easement") exists on the property owned by FC 429, LLC, as depicted in Exhibit "A" attached hereto; and

WHEREAS, the City agrees to install and maintain certain water and sewer infrastructure on the North Easement that will support the Properties as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Installations

1.1 **Water Main Installation and Maintenance**. The City agrees to install and maintain a Water Main as specified on the attached Exhibit "B" within the North Easement dedicated by FC 429, LLC to provide domestic water service to the City Property which is located to the west of FC 429 Property. This will allow for other properties in the vicinity to connect in the future. The City shall bear all associated costs for installation and ongoing maintenance of the public water main.

1.2 **Tee and Valve Installation**. The City shall install, at no cost to FC 429, LLC, one (1) Tee and one (1) Valve along the Water Main. The City assumes all maintenance responsibility for these installations.

1.3 **Sewer Force Main Installation and Maintenance**. The City agrees to install and maintain a Sewer Force Main as specified on the attached Exhibit "C" within the City's Right of Way to provide sewer services to the City Property located to the west of FC 429 Property, at the City's expense. This will allow for other properties in the vicinity to connect in the future.

1.4 **Force Main Tee and Valve Installation for FC 429, LLC**. The City shall install, at no cost to FC 429, LLC, one (1) Tee and one (1) Valve along the Sewer Force Main with the City assuming maintenance responsibility.

2. Sewer Contribution and Service Agreement. FC 429, LLC has agreed to forgo the reserved sewer capacity and instead contribute $150,000.00 toward the Installations noted in Section 1. Of this amount, the previously paid $98,706.23 for reserved sewer capacity shall be credited toward the total contribution, leaving a remaining balance of $51,293.77. In consideration of this payment, the City agrees to provide sewer service to the FC 429 Property in accordance with the terms of this Agreement. The contribution shall be due within 30 days of the Effective Date of this Agreement, and FC 429, LLC shall not be reimbursed for such nor receive any impact fee credits for such.

3. Easement Terminations and Landscape Buffer

3.1 **Termination of Shared and Cross Access Easements**. FC 429, LLC hereby agrees that it shall diligently undertake, at its sole cost and expense, to terminate the Shared and Cross Access Easements. FC 429, LLC shall cause the termination of said Shared and Cross Access Easements to be completed prior to the City's issuance of the first building permit for any construction on, about, or related to the FC 429 Property. FC 429, LLC further agrees to pay all recording costs associated with the termination of the Shared and Cross Access Easements.

3.2 **Preservation of West Boundary Landscape Buffer.** FC 429, LLC agrees to maintain the existing trees in the 10-foot Orange County Drainage Easement and abide by the restrictions set for in the easement document. FC 429, LLC will pursue a non-substantial PUD

amendment, to waive the existing buffer condition of the PUD prior to the commencement of construction.

4. Access Rights. Subject to review and approval by the City, the City agrees that FC 429, LLC, at FC 429, LLC's sole cost, may install full access (Right In, Right Out, Left In, Left Out) at the Fullers Cross Road entrance and Right In, Right Out at the Ocoee Apopka Road entrance, subject to, and in accordance with, all applicable City code, permitting, and engineering requirements. These access modifications shall be processed as a non-substantial PUD amendment. FC 429, LLC shall not receive any reimbursement for such nor any impact fee credits.

5. Construction Commencement and Penalties

5.1 **Construction Timeline**. FC 429, LLC shall commence construction and diligently pursue the completion and development of the FC 429 Property no later than three (3) years from the Effective Date of this Agreement. Commencement of construction shall be evidenced by the issuance of a site permit. Failure to obtain a site permit within this timeframe and to diligently pursue completion of the development thereafter shall result in the following:

a. **Retention of Contribution**. The $150,000.00 contribution (including the $98,706.23 sewer capacity credit) toward the installations by the City shall be used toward the costs of such project, irrespective of any delay in construction. Any future development of the FC 429 Property proposing increased wastewater demands shall bear the full cost of any required force main upsizing.

b. **Revocation of Agreement Provisions**. i. the 10' West Boundary Landscape Buffer shall remain valid and in place. ii. the access rights allowing full access (Right In, Right Out, Left In, Left Out) at Fullers Cross Road and Right In, Right Out at Ocoee Apopka Road provided this Agreement shall be null and void.

6. General Provisions

6.1 **Compliance with Laws**. The Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing their respective obligations under this Agreement.

6.2 **Indemnification**. FC 429, LLC agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from and against any and all claims, liabilities, damages, lawsuits, losses, and expenses, including reasonable attorney fees, arising from or related to activities or performance in connection with this Agreement although neither Party shall be obligated for its own negligence.

6.3 **Force Majeure**. Neither Party shall be liable for delays or failure to perform any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God, natural disasters, war, or government action.

6.4 **Termination**. This Agreement may only be terminated by an instrument in writing executed by the then owners of the FC 429 Property and the City Property, and their respective mortgagees, if any.

6.5 **Entire Agreement**. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

6.6 **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be exclusively in the state courts located in Orange County, Florida.

6.7 **Severability**. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

6.8 **No Partnership or Joint Venture.** The Parties are not partners and the development of the FC 429 Property and the City Property does not constitute a joint venture of the Parties.

6.9 **Non-Waiver of Governmental Powers.** Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations, and nothing in this Agreement relieves FC 429, LLC from complying with all applicable City Codes, requirements and policies.

6.10 **Sovereign Immunity**. Nothing contained in this Agreement or any record or communication arising out of or concerning this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections or any other defenses or immunities afforded under law to the City and its officials, employees and agents.

6.11 **Binding Effect.** This Agreement shall run with the Properties and shall be binding upon and inure to the benefit of FC 429, LLC and the City, and their respective successors and assigns. This Agreement shall be enforceable at law and in equity, including but not limited to enforcement by action for specific performance. In the event of litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, both at trial and appellate levels from the non-prevailing Party.

(*Signature page to follow*)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last executed by the parties.

CITY:
City of Ocoee, a Florida municipal corporation

WITNESSES:

Name:_____ By: _____
Rusty Johnson, Mayor

Address: 1 N. Bluford Ave, Ocoee, FL34761____

Name: _____ Attest:

_____

Melanie Sibbitt, City Clerk

Address: 1 N. Bluford Ave, Ocoee, FL34761____

(SEAL)

Approved by the City of Ocoee Commission at a meeting held on
_____ ____, ____
under agenda item no. ____

For use and reliance only by
The City of Ocoee, Florida;
Approved as to form and
Legality this ____ day of
_____, 20___.

Fishback Dominick

By: _____
Richard Gellar, City Attorney

FULLERS CROSSING 429, LLC, a
Florida limited liability company

WITNESSES:

By: _____

Name: _____

Name: _____

Address: _____

Title: _____

Name:_____

Address: _____

AF 37822B

CROWN POINT WOODS

A SUBDIVISION IN

SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

SEE CROWN POINT WOODS PHASE II PLAT 20 PAGE 115 REPLATTING LOTS 8 AND 9

PLAT BOOK 15 PAGE 101

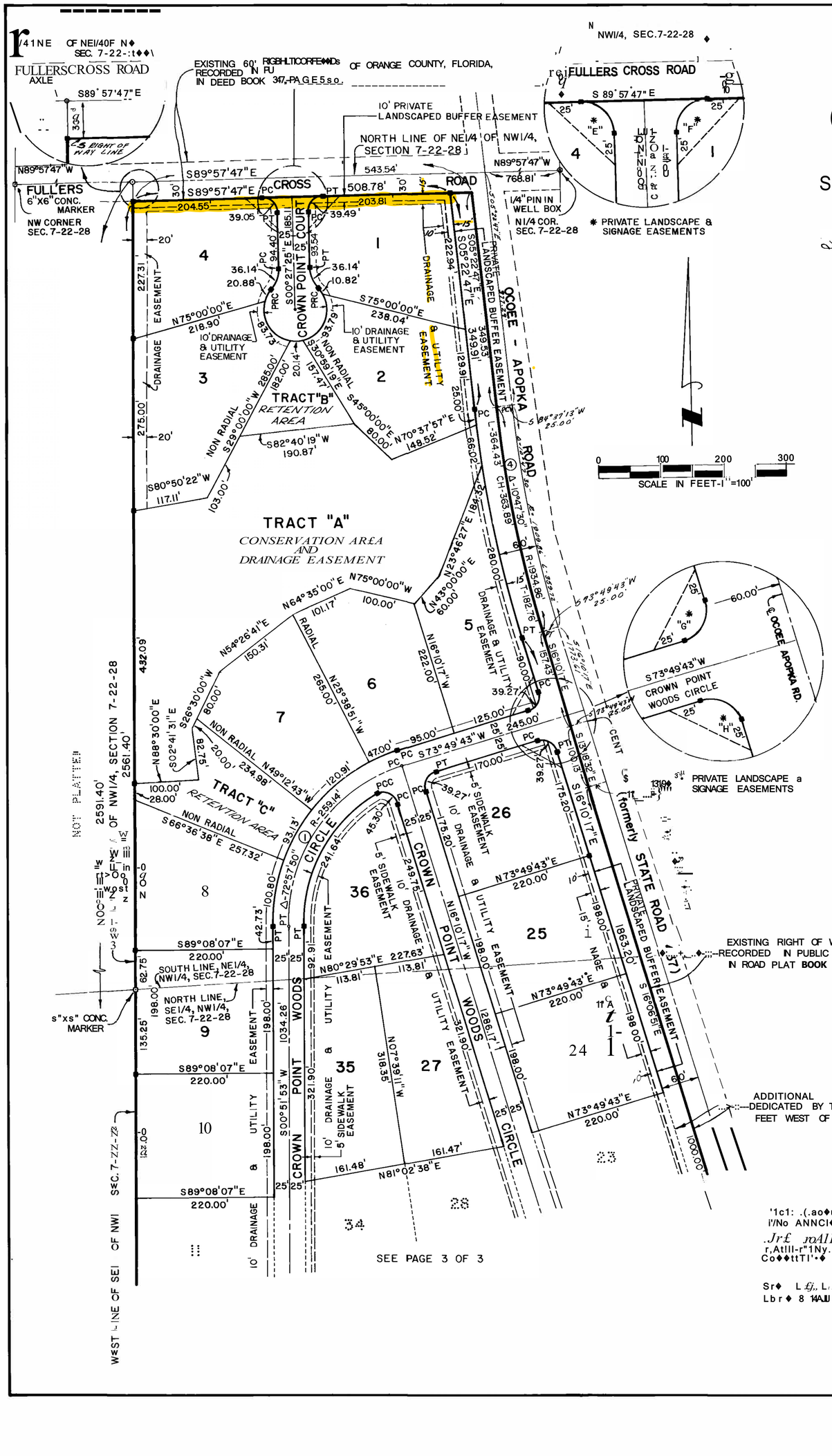
DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING NORTHEASTERLY OF OCOEE-APOPKA ROAD (FORMERLY STATE ROAD 437), FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 00°05'53" EAST A DISTANCE OF 2561.40 FEET ALONG THE WEST LINE OF THE SAID SOUTHEAST 1/4 AND THE AFORESAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO THE SOUTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD; THENCE SOUTH 89°57'47" EAST ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD A DISTANCE OF 543.54 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OCOEE-APOPKA ROAD (FORMERLY STATE ROAD NO 437); THENCE SOUTH 22°22'-47" EAST ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 319.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°47'30" AN ARC DISTANCE OF 3,;,4.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°10'17" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 157.43 FEET, THENCE SOUTH 33°39'43" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 100.13 FEET, THENCE SOUTH 33°10'17" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1000.00 FEET, THENCE SOUTH 56°49'43" WEST A DISTANCE OF 98.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 141.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 56°49'43" WEST A DISTANCE OF 1000.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 141.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°10'17" EAST ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1000.00 FEET, THENCE SOUTH 56°49'43" WEST A DISTANCE OF 50.00 FEET, THENCE SOUTH 33°10'17" EAST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 98.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 141.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°10'17" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1000.00 FEET, THENCE SOUTH 56°49'43" WEST A DISTANCE OF 50.00 FEET, THENCE SOUTH 33°10'17" EAST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 98.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 141.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°10'17" EAST

CROWN POINT WOODS

A SUBDIVISION IN
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

SEE CROWN POINT WOODS PHASE II PLAT BOOK 20 PAGE 115 REPLATTING LOTS 8 AND 9



LOT FRONTAGE CURVE DATA

LOT NO.	6.	R	L	CH	T
1	90°29'38"	25.00'	39.49'	35.51'	25.22'
1	41°24'35"	50.00'	36.14'	35.36'	18.90'
1	12°23'35"	50.00'	10.82'	10.79'	**5.43'**
2	**00°43'38"**	1969.86'	25.00'	25.00'	12.50'
2	107°28'46"	50.00'	93.79'	**80.63'**	68.17'
3	95°57'06"	50.00'	83.73'	74.29'	55.48'
4	23°55'16"	50.00'	20.ss'	20.12'	10.59'
4	41°24'35"	50.00'	36.14'	**35.36'**	18.90'
4	89°30'21"	25.00'	39.05'	35.20'	24.79'
5	os°oa'39"	1969.86'	280.00'	279.76'	140.24'
5	90°00'00"	25.00'	39.27'	35.36'	25.00'
6	09°28'39"	**284.14'**	47.00'	46.95'	23.55'
7	24°22'52"	284.14'	120.91'	120.00'	61.38'
8	20°19'30"	284.14'	100.00'	100.27'	50.93'
26	90°00'00"	25.00'	**39.27'**	**35.36'**	25.00'
26	90°00'00"	25.00'	39.27'	**35.36'**	25.00'
36	103°49'55"	25.00'	45.30'	**39.36'**	31.90'
36	59°01'55"	234.14'	241.64'	231.06'	**132.83'**
TRACT "B"	23°04'23"	50.00'	20.14'	20.00'	10.20'
TRACT "c"	18°45'49"	284.14'	93.13'	92.72'	46.99'
TRACT'A"	01°55'13"	1969.86'	66.02'	66.02'	**33.01'**

CENTERLINE CURVE DATA

NO.		R	L	CH	T
(i)	72°57'50"	259.14'	330.00'	**308.15'**	191.63'

RIGHT OF WAY CURVE DATA

④	10°47'30"	1934.86'	364.43'	363.89'	182.76'

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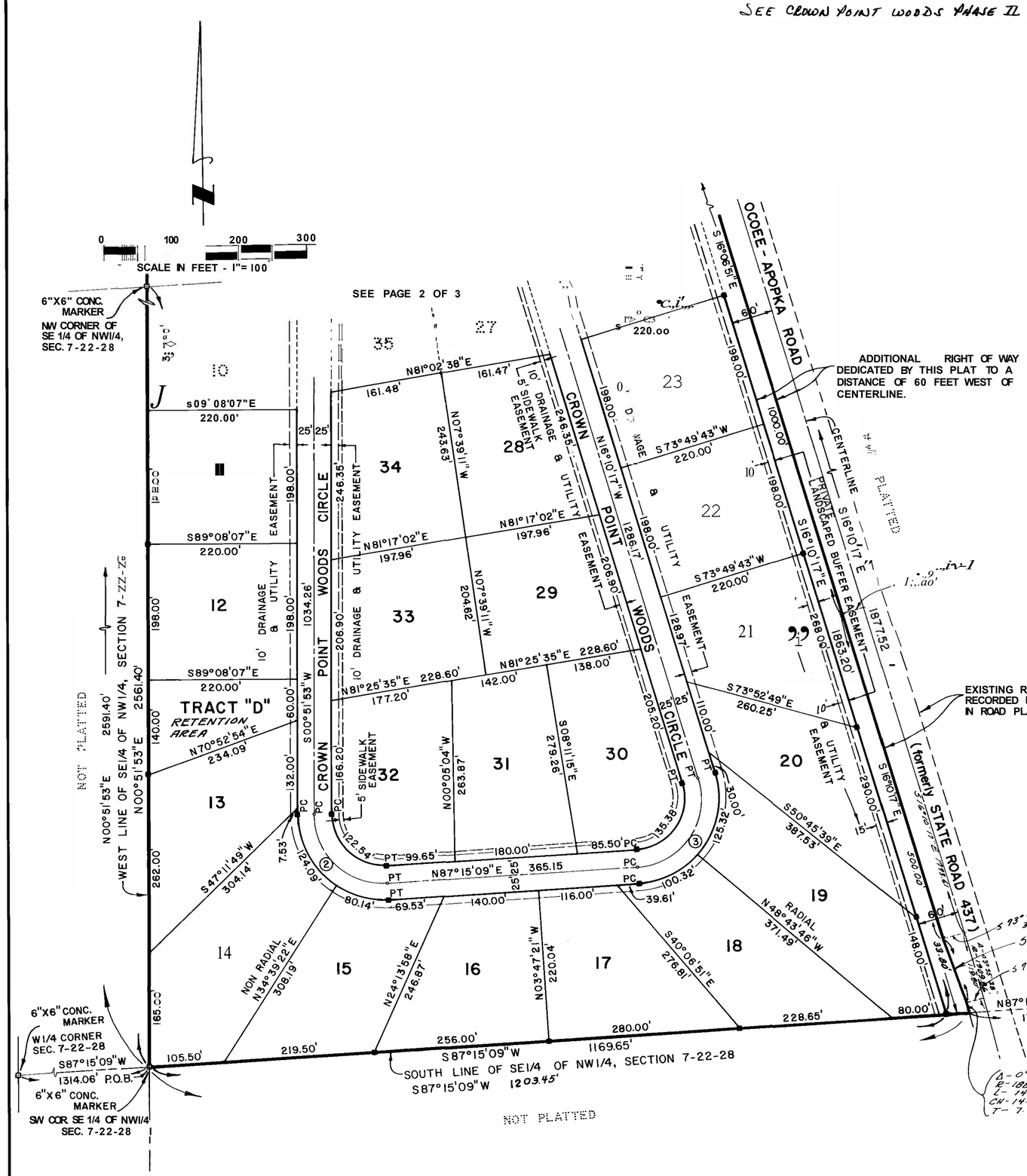
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PLAT BOOK 15 PAGE 103

CROWN POINT WOODS

A SUBDIVISION IN
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

SEE CROWN POINT WOODS PHASE II PLAT 20 PAGE 115 REPLATTING LOTS 8 AND 9



ADDITIONAL RIGHT OF WAY DEDICATED BY THIS PLAT TO A DISTANCE OF 60 FEET WEST OF CENTERLINE.

EXISTING RIGHT OF WAY (VARIABLE WIDTH) RECORDED IN PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, IN ROAD PLAT BOOK I PAGE 119 THRU 126.

LOT FRONTAGE CURVE DATA

LOT NO.		R	L	CH	T
14	56° 52'44"	125.00'	124.09'	119.06'	67.70'
15	36° 44'00"	125.00'	80.14'	78.77'	41.50'
18	45° 58'58"	125.00'	100.32'	97.65'	53.04'
19	57° 26'31"	125.00'	125.32'	120.14'	68.50'
30	103° 25'26"	75.00'	135.38'	117.74'	95.01'
32	93° 36'44"	75.00'	122.54'	109.36'	79.88'

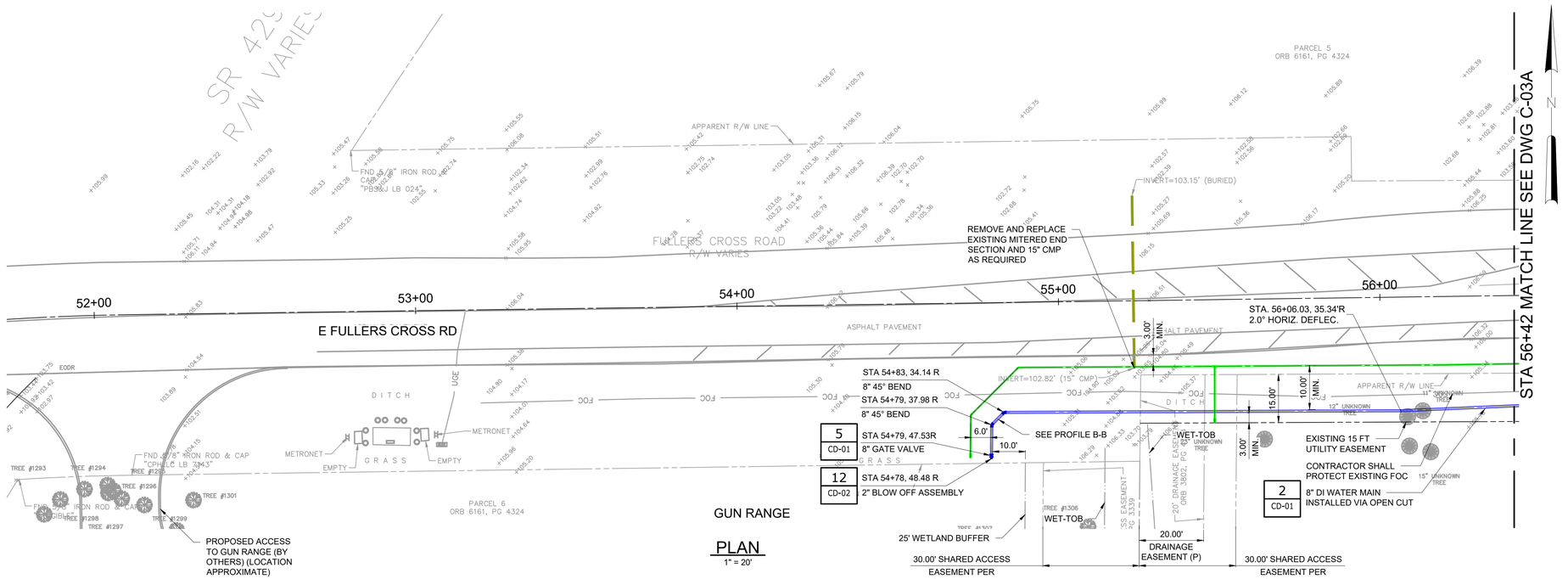
CENTERLINE CURVE DATA

NO.		R	L	CH	T
2	93° 36'44"	100.00'	163.38'	145.81'	106.51'
3	103° 25'26"	100.00'	180.51'	156.98'	126.68'

BENCH MARK - ELEV. 127.02' M.S.L.
6"X6" C.M. WITH BRASS CAP NO. S-55 1934
EAST SIDE OF S.R. 439 AT THE SCHOOL IN OCOEE

JIS

Exhibit B

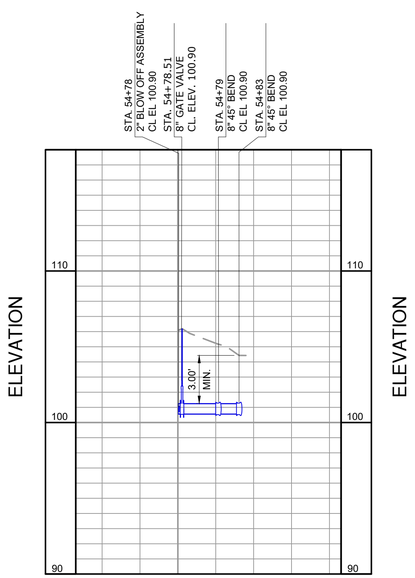




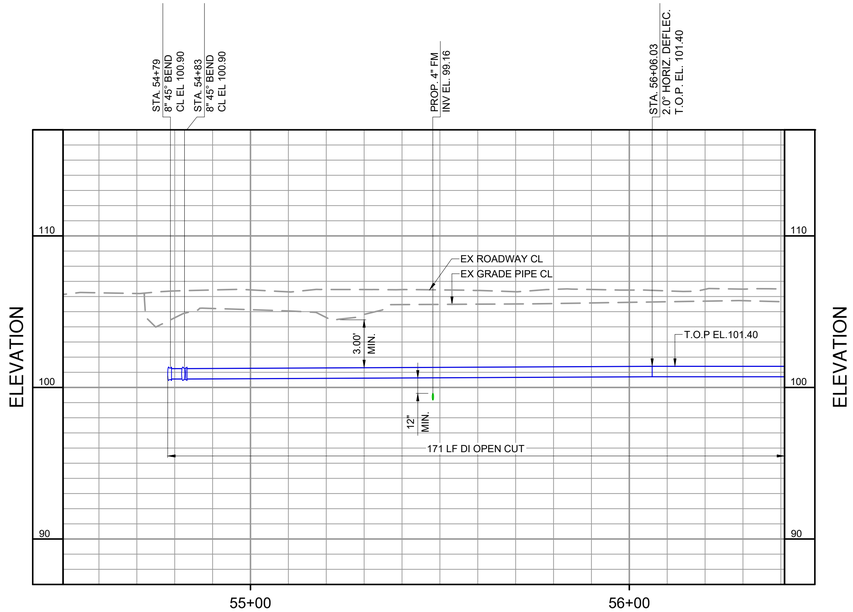
KEY PLAN
NTS

NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND COORDINATING WITH UTILITY OWNERS DURING CONSTRUCTION.
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6. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
7. CONTRACTOR TO COORDINATE WITH THE CITY AND ORANGE COUNTY PUBLIC WORKS DEPARTMENT ON WORK WITHIN CITY AND COUNTY RIGHT OF WAY.
8. CONTRACTOR SHALL ASSUME THE EXISTING MAINS ARE NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS.
9. ALL NEW MAINS TO BE RESTRAINED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE REMOVAL/CLEARING WITHIN LIMITS OF WORK INCLUDING BUT NOT LIMITED TO STA. 55+50 TO 56+50 AND STA 57+20 TO 58+90.



PROFILE B-B
1"=5'-0" VERTICAL
1"=20'-0" HORIZONTAL



PROFILE
1"=5'-0" VERTICAL
1"=20'-0" HORIZONTAL

LEGEND

- CONCRETE
- ELEVATION
- OHE — OVERHEAD ELECTRIC
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC FORCE MAIN
- EXISTING WATER LINE
- PROPOSED WATER MAIN
- UGE — EXISTING ELECTRIC LINE
- UGT — EXISTING TELEPHONE LINE
- GAS — EXISTING GAS LINE
- FOC — EXISTING FIBER OPTIC CABLE
- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT OF WAY
- CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT TO BE REMOVED

1"=20'-0" 20 10 0 20'

REV	ISSUED FOR	DATE	BY
4	100% DESIGN-REV	07/24	MDP
3	100% DESIGN	05/24	MDP
2	60% DESIGN	04/24	MDP
1	CONCEPTUAL ALIGNMENT	02/24	MDP

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

MELANIE D. PECKHAM PE. No. 66487

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

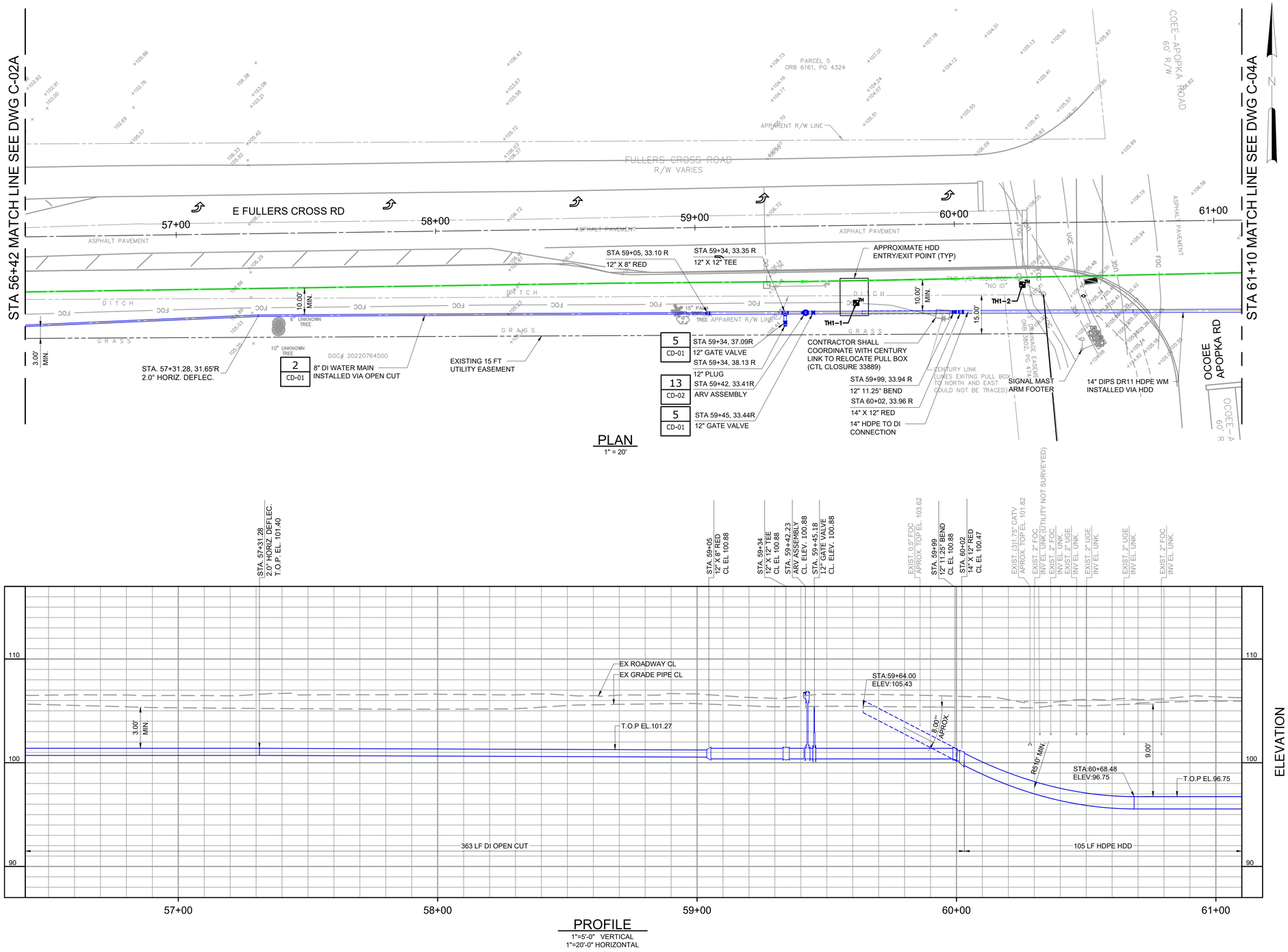
CITY OF OCOEE
UTILITIES DEPARTMENT

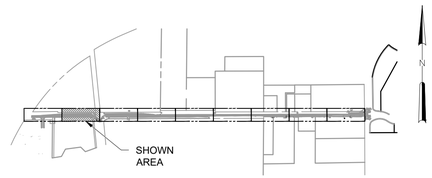
FULLERS CROSS ROAD FORCE MAIN AND WATER MAIN PROJECT

CIVIL
WATER MAIN PLAN AND PROFILE
STA 53+00 TO STA 56+42

DATE: JULY 2024
HAZEN NO.: 41154-003
CONTRACT NO.:
DRAWING NUMBER: C-02A

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PLOT DATE: 8/6/2024 4:53 p.m. BY: HP





KEY PLAN
NTS

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8. CONTRACTOR SHALL ASSUME THE EXISTING MAINS ARE NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS.
9. CONTRACTOR SHALL HAND DIG UTILITIES FOR WORK IN THE SOUTHWEST AND SOUTHEAST INTERSECTION OF FULLERS CROSS ROAD AND OCOEE APOPKA ROAD. CITY TO BE NOTIFIED 48 HOURS IN ADVANCE OF HAND DIG WORK AND CITY TO PRESENT DURING WORK.
10. ALL NEW MAINS TO BE RESTRAINED.
11. DEPTH OF EXISTING UTILITIES UNDER ROADWAY ARE UNKNOWN. CONTRACTOR SHALL CONFIRM DEPTH PRIOR TO INSTALLATION OF NEW PIPE.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE REMOVAL/CLEARING WITHIN LIMITS OF WORK INCLUDING BUT NOT LIMITED TO STA. 55+50 TO 56+50 AND STA 57+20 TO 58+90.

LEGEND

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CITY OF OCOEE
UTILITIES DEPARTMENT

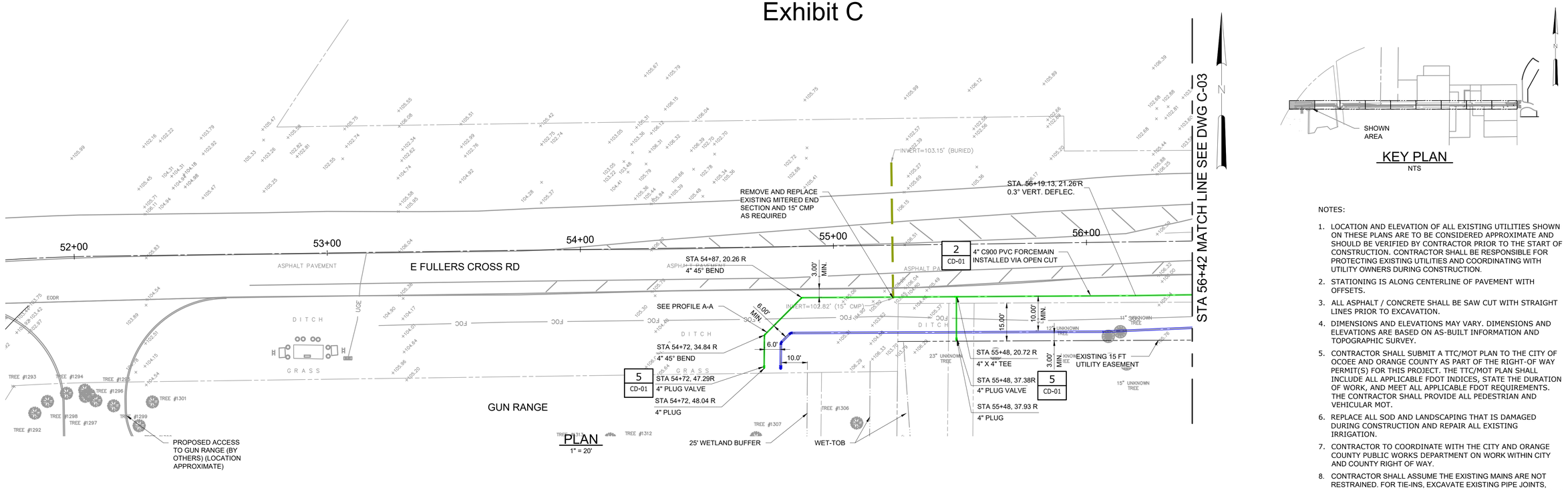
FULLERS CROSS ROAD FORCE MAIN
AND WATER MAIN PROJECT

CIVIL
WATER MAIN PLAN AND PROFILE
STA 56+42 TO STA 61+10

DATE: JULY 2024
HAZEN NO.: 41154-003
CONTRACT NO.:
DRAWING NUMBER: C-03A

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Exhibit C

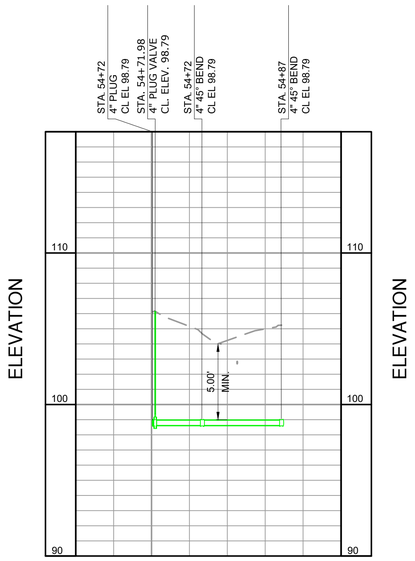


PLAN
1" = 20'

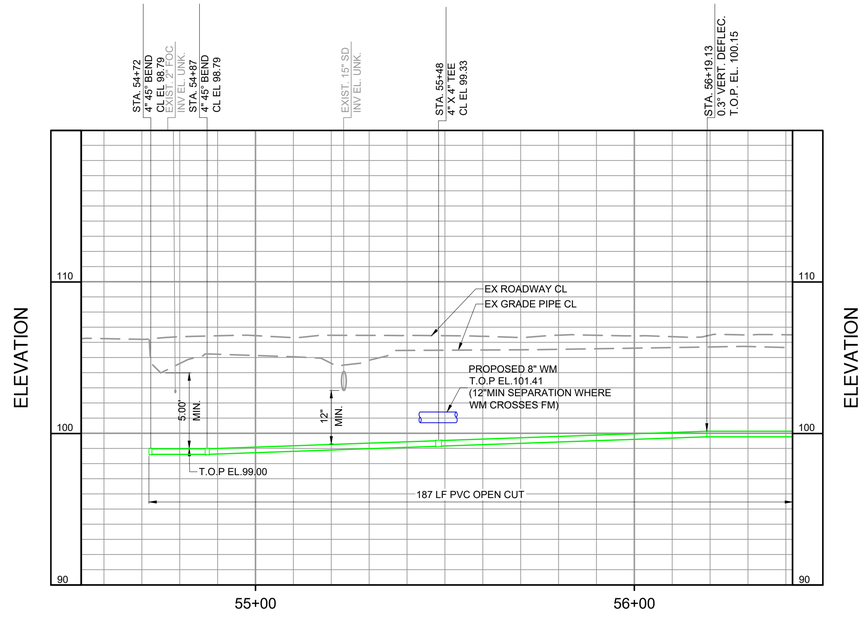
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- PROPOSED WATER MAIN
- UGE — EXISTING ELECTRIC LINE
- UGT — EXISTING TELEPHONE LINE
- GAS — EXISTING GAS LINE
- FOC — EXISTING FIBER OPTIC CABLE
- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT OF WAY
- ℄ CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT TO BE REMOVED

1"=20'-0" 20 10 0 20'

REV	ISSUED FOR	DATE	BY
4	100% DESIGN-REV	07/24	MDP
3	100% DESIGN	05/24	MDP
2	60% DESIGN	04/24	MDP
1	CONCEPTUAL ALIGNMENT	02/24	MDP

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

MELANIE D. PECKHAM PE. No. 66487

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

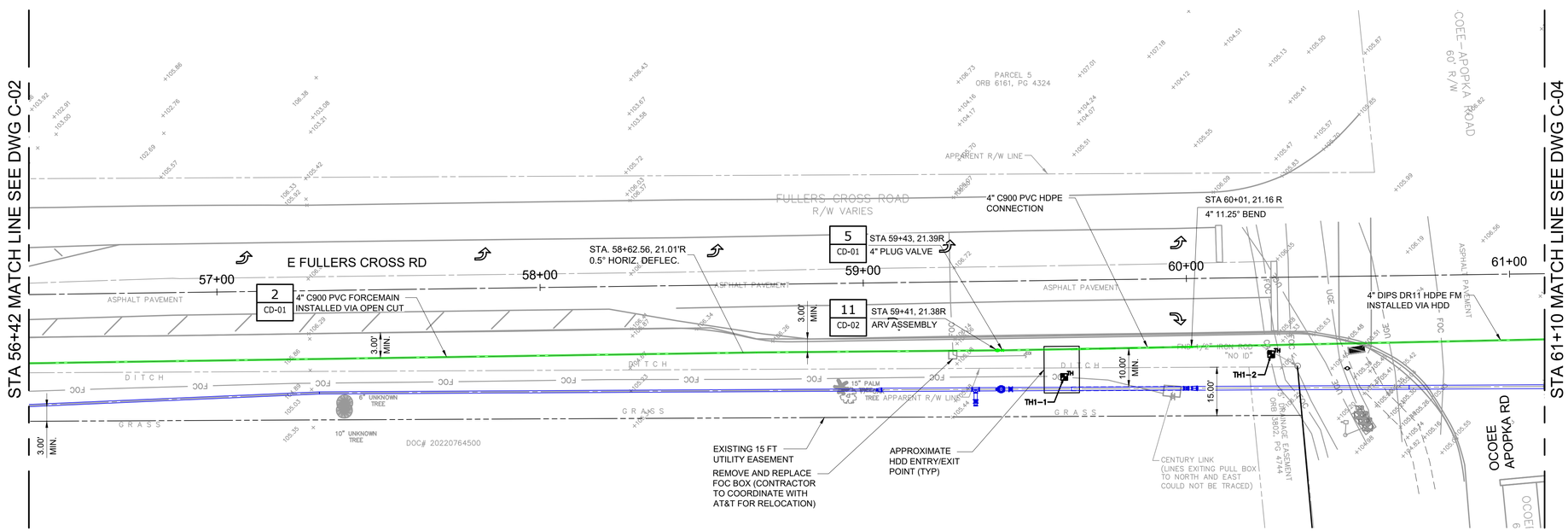
CITY OF OCOEE
UTILITIES DEPARTMENT

FULLERS CROSS ROAD FORCE MAIN AND WATER MAIN PROJECT

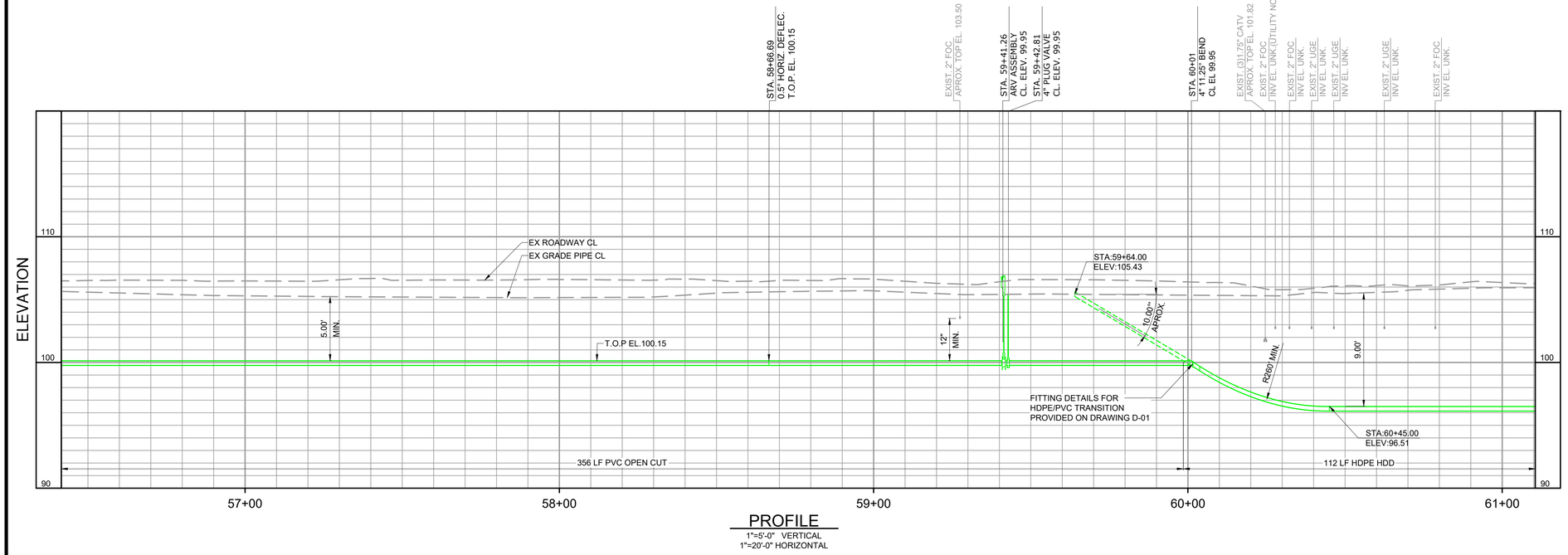
CIVIL
FORCE MAIN PLAN AND PROFILE
STA 53+00 TO STA 56+42

DATE: JULY 2024
HAZEN NO.: 41154-003
CONTRACT NO.:
DRAWING NUMBER: C-02

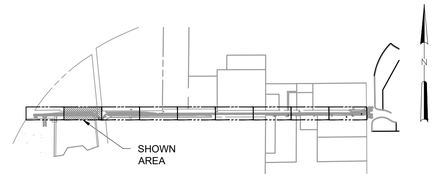
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PLOT DATE: 8/6/2024 4:51 p. m.



PLAN
1" = 20'



PROFILE
1"=5'-0" VERTICAL
1"=20'-0" HORIZONTAL



KEY PLAN
NTS

NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND COORDINATING WITH UTILITY OWNERS DURING CONSTRUCTION.
2. STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
4. DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY.
5. CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCOEE AND ORANGE COUNTY AS PART OF THE RIGHT-OF WAY PERMIT(S) FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
6. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
7. CONTRACTOR TO COORDINATE WITH THE CITY AND ORANGE COUNTY PUBLIC WORKS DEPARTMENT ON WORK WITHIN CITY AND COUNTY RIGHT OF WAY.
8. CONTRACTOR SHALL ASSUME THE EXISTING MAINS ARE NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS.
9. CONTRACTOR SHALL HAND DIG UTILITIES FOR WORK IN THE SOUTHWEST AND SOUTHEAST INTERSECTION OF FULLERS CROSS ROAD AND OCOEE APOPKA ROAD. CITY TO BE NOTIFIED 48 HOURS IN ADVANCE OF HAND DIG WORK AND CITY TO PRESENT DURING WORK.
10. ALL NEW MAINS TO BE RESTRAINED.
11. DEPTH OF EXISTING UTILITIES UNDER ROADWAY ARE UNKNOWN. CONTRACTOR SHALL CONFIRM DEPTH PRIOR TO INSTALLATION OF NEW PIPE.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE REMOVAL/CLEARING WITHIN LIMITS OF WORK INCLUDING BUT NOT LIMITED TO STA. 55+50 TO 56+50 AND STA 57+20 TO 58+90.

LEGEND

- CONCRETE
- ELEVATION
- OHE — OVERHEAD ELECTRIC
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC FORCE MAIN
- EXISTING WATER LINE
- PROPOSED WATER MAIN
- UGE — EXISTING ELECTRIC LINE
- UGT — EXISTING TELEPHONE LINE
- GAS — EXISTING GAS LINE
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CITY OF OCOEE
UTILITIES DEPARTMENT

FULLERS CROSS ROAD FORCE MAIN
AND WATER MAIN PROJECT

CIVIL
FORCE MAIN PLAN AND PROFILE
STA 56+42 TO STA 61+10

DATE: JULY 2024
HAZEN NO.: 41154-003
CONTRACT NO.:
DRAWING NUMBER: C-03

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STAFF REPORT

Meeting Date: April 15, 2025
Item #: 11

Contact Name: Eileen Meruena
Contact Number: Ext. 1517

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Second Reading of Ordinance for FY 2025 Budget Amendment. (Chief Accountant Meruena)

Background Summary: The First Reading of the Ordinance was held on April 1, 2025.

On December 11, 2024, the City Commission approved the City's annual operating budget. After the budget was adopted, the City faced unexpected demands that have created a need for a budget amendment. These unexpected needs include new program opportunities, particularly within Parks & Leisure Services, as well as additional funding requirements for essential services such as the General Fund and Water/Wastewater Fund. Additionally, rising costs related to the City's health insurance program became evident, further necessitating the need for a budget amendment for the cumulative costs of the health insurance program across all funds.

The total adopted General Fund budget was $75,835,480. However, the General Fund requires an additional expense of $5,835,797 for the following:

- Employer Health Insurance contributions of $1,254,895 due to escalating claims.
- Transfer of appropriations in the amount of $4,500,000 as a loan between the General Fund to the Water/ Wastewater Fund implementing the Seventh Amendment to the Lease Agreement for Forest Lake Golf Club.
- Police Operations require $80,902 for an unanticipated increase in the contractual services and legal expenses.

In relation to this requirement, the Finance Department has identified $529,611 that can be returned to the General Fund reserves out of the remaining funds from Capital Fund completed projects. This lowers the total Fund requirement from the General Fund Balance to $5,306,186.

The Recreation Program fund budget adopted was $141,554. The Recreation Program Fund requires the accounting of additional revenues and expenses since the City Commission approved the takeover of Ocoee Little League operations. Operational control began on February 8, 2025. The City received revenue from this program in addition to the $12,000 check issued by the Ocoee Little League Board as a revenue source.

- Ocoee Little League Baseball Revenue of $42,000.00.
- Ocoee Little League Baseball Expenses of $27,000.00.

The Water/Wastewater fund adopted a budget of $23,681,574. The Water/Wastewater fund requires an additional appropriation of $869,137 for:

- Lower Floridian aquifer well at Forest Lake Golf as back up to reclaim (Orange County Reclaim Issue) for $250,000.
- North Service Area Reclaimed Water feasibility study for back up to reclaim (Orange County Reclaim Issue) for $50,000.
- Supporting Consulting Services Reclaimed Water discussions with Apopka and Winter Garden for reclaim back up (Orange County Reclaim Issue) for $100,000.
- Legal Expenses for Seventh Amendment to the Lease Agreement for Forest Lake Golf Club for $250,000.
- Additional Consulting Services for various ongoing projects for $25,000.
- Employer Health Insurance contributions of $194,137 due to escalating claims.

Additionally, the Water/Wastewater fund will receive a supplemental appropriation of Loan from the General fund implementing the Seventh Amendment to the Lease Agreement for Forest Lake Golf Club in the amount of $4,500,000.

The Stormwater fund adopted a budget of $4,243,000. The Stormwater fund requires an additional appropriation of $43,323 for:

- Employer Health Insurance contributions due to escalating claims.

The Solid Waste fund adopted a budget of $4,371,185. The Solid Waste fund requires an additional appropriation of $11,092 for:

- Employer Health Insurance contributions due to escalating claims.

The Community Redevelopment Agency (CRA) adopted a budget of $10,064,744. The CRA fund requires an additional appropriation of $9,553 for:

- Employer Health Insurance contributions due to escalating claims.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed budget amendment as described and detailed in the attached schedule?

Recommendations:

Staff recommend that the Honorable Mayor and City Commissioners approve the proposed budget amendment as described and detailed in the attached schedule.

Attachments:

1. Ordinance for FY 2025 Budget Amendment

2. Mid-Year Amendment Schedule 2025
3. Affidavit

Financial Impacts:
The fund balances of the fund detailed in the attachment will be affected by this amendment.

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2024-28 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 Florida Statutes, and Section C-38 of Article VI of the Charter of the City of Ocoee.

SECTION 2. Intent and Purposes. The City of Ocoee budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance 2024-28 is hereby amended as follows:

Increase of revenues totaling $42,000 in the Recreation Program Fund for the receipt of proceeds from the Youth Baseball League Registration and remaining fund balance transferred by the Little League Board.

Increase of appropriations totaling $27,000 in the Recreation Program Fund , an increase of $5,835,797 in the General Fund, an increase of $869,137 in the Water/Wastewater Fund, an increase of $43,323 in the Stormwater Fund, an increase of $11,092 in the Solid Waste Fund, and an increase of $9,553 in the CRA Fund as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

SECTION 3. Appropriations. There are expressly appropriated out of anticipated revenues and monies necessary to meet the supplemental appropriations stipulated by and in said amended final budget.

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

SECTION 5. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this_____day of_____, 2025.

Space intentionally left
blank

ATTEST:

_____
Victoria Parks, Acting City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

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:_____
Rick Geller, City Attorney

FY 2025 Budget Amendment Schedule

Recreation Program Fund		
Youth Baseball League Revenue	$	(42,000.00)
Youth Baseball League Costs	$	27,000.00
Total Impact on Recreation Program Fund	**$**	**(15,000.00)**
General Fund		
Police Dept American Traffic Solutions - 4.5% CPI increase per contract	$	18,170.00
Police Dept Code Enforcement Abatement - increase in contractor prices	$	2,500.00
Police Dept Legal Expenses - to cover the negative balance and future fees	$	60,232.00
Employer Health Insurance Contributions	$	1,254,895.04
Loan to Water/Wastewater Fund - Forest Lake Golf Club (Lease termination)	$	4,500,000.00
Total Impact on General Fund	**$**	**5,835,797.04**
Completed Jobs from Prior Years		(529,611.00)
From Fund Balance	**$**	**5,306,186.04**
Water/Wastewater Fund		
Loan from General Fund - Forest Lake Golf Club (Lease termination)	$	(4,500,000.00)
Lower Floridan aquifer well at golf course design - back up to reclaim	$	250,000.00
North Service Area Reclaimed Water Feasibility Study	$	50,000.00
Supporting Consulting Services Reclaimed Water Discussions with Apopka and Winter Garden	$	100,000.00
Legal Expenses for Forest Lake Golf Club	$	250,000.00
Additional Consulting Services	$	25,000.00
Employer Health Insurance Contributions	$	194,137.03
Total Impact on Water/Wastewater Fund	**$**	**(3,630,862.97)**
Stormwater Fund		
Employer Health Insurance Contributions	**$**	**43,323.09**
Solid Wase Fund		
Employer Health Insurance Contributions	**$**	**11,092.19**
CRA		
Employer Health Insurance Contributions	**$**	**9,552.65**

Serial Number
25-00937W

WEST ORANGE Times

West Orange Times
Published Weekly
Winter Garden , Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden , Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on April 15, 2025
Ordinance RE City Budget

in the Court, was published in said newspaper by print in the

issues of 4/3/2025

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

CITY OF OCOEE
PUBLIC HEARING

A **Public Hearing** before the **Ocoee City Commission** will be held **Tuesday, April 15, 2025, at 6:15 p.m.** or as soon thereafter as may be heard, in the Commission Chambers of City Hall at 1 North Bluford Avenue, Ocoee, Florida, to consider the following ordinances:

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2024-28 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to attend and be heard with respect to the above. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at 407-905-3105 at least two days prior to the date of hearing.

April 3, 2025 25-00937W

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

3rd day of April, 2025 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

KIMBERLY S. MARTIN
MY COMMISSION # HH 282034
EXPIRES: July 25, 2026

STAFF REPORT

Meeting Date: April 15, 2025
Item #: 12

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading Transmittal and Public Hearing of an Ordinance for Envision 2045 Ocoee Comprehensive Plan - Large Scale Plan Amendment to Replace Ocoee's Comprehensive Plan in its Entirety. (Zoning Manager Whitfield)

Background Summary: Chapter 163, Part II, Florida Statutes, requires local governments to adopt a comprehensive plan that establishes principles, guidelines, standards, and strategies for the City's orderly and balanced economic, social, physical, environmental, and fiscal development. Section 163.3177(5)(a), F.S., requires that the Comprehensive Plan include at least two planning periods: one covering at least the first 10-year period occurring after the plan's adoption and the other 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." In accordance with Section 163.3177(6), F.S., the Comprehensive Plan is based on relevant and appropriate data and analysis including, but not be limited to, surveys, studies, and other data available at the time of the preparation of the plan, as well as data prepared by the City, all of which are included within a Data, Inventory, and Analysis (DIA) document. Ocoee's DIA document contains an evaluation of historical growth and development trends. It also includes 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.

Thus, in accordance with Chapter 163, Part II, Florida Statutes, the City developed a Vision Statement and prepared an updated Comprehensive Plan, entitled "Envision 2045 Ocoee Comprehensive Plan" ("Envision 2045"), which consists of two (2) volumes.

Volume one is the Envision 2045 Ocoee Comprehensive Plan policy document, which is Exhibit A of the ordinance proposed for adoption. The policy document will be the governing framework that directs growth and development in the city over the next 10-year and 20-year planning horizons. The Envision 2045 policy document includes a Vision Statement, 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".

Volume two is the Data, Inventory, and Analysis document, which serves as supporting documentation to

volume one and which is not proposed for adoption.

Envision 2045 and the supporting DIA document were prepared in-house by a multidisciplinary and multi-department Comprehensive Planning Team comprised of technical staff from the Development Services, Public Works, Utilities, and Parks and Leisure Services Departments, with technical assistance from the City's transportation consultant firm regarding the Transportation Element (which has been renamed the Mobility Element). It reflects the City Commission's direction and public feedback received during the preparation of the City's Evaluation and Appraisal Report (EAR) and Special Area Plans, including the Downtown Master Plan and the SR 429 Overlay District, along with its three Character Area Plans, which the City Commission has adopted within the past 10 years. This Plan update also recognizes the changing trends in the market and development community.

Because this update is a repeal and replacement of the expired 2002 Comprehensive Plan, the goals, objectives, and policies within the proposed Envision 2045 policy document are not presented in strike-through/underline format. Some existing policies were kept but were reworded, combined, or reorganized into updated Objectives. Additionally, the 2002 Comprehensive Plan was organized by Elements, but with this Update, the Elements within the Plan are proposed to be organized by topic-oriented Chapters, as presented below:

Envision 2045 Chapters		
1	**Introduction**	
2	**Vibrant, Attractive & Inclusive Community**	Future Land Use Element
		Housing (Revitalization & Neighborhood Preservation) Element
		Recreation & Open Space Element
3	**Efficient, Reliable, and Well-Maintained Infrastructure**	Infrastructure Element
		Utility Sub-Element
		Drainage Sub-Element
4	**Safe & Convenient Mobility**	Mobility Element
5	**Environment-Friendly, Resilient & Sustainable Community**	Conservation Element
6	**Responsible, Accessible & Open Governance**	Public Schools Facilities Element
		Intergovernmental Coordination Element
		Capital Improvements Element
		Private Property Rights Element
Appendix	**Supporting Resources**	Acronyms
		Placeholder [5-Year Capital Improvements Plan]
		[Placeholder Water Supply Plan]

A summary of the major changes in each element is provided below.

Future Land Use Element (FLUE):

- Creation of two (2) new land use categories: Low Medium Density Residential (LMDR) with a density range of 5 to 8 dwelling units per acre and Mixed Use (MU) with a density of up to 20 units per acre and intensity of up to 3.0 floor area ratio (similar to the FAR for the current Commercial and Industrial categories). Bonus dwelling units per acre may be available to enhance architectural and public realm improvements.
- Creation of policies that provide specific locational requirements for the application of the Mixed Use category, as well as urban (site) and architectural requirements for developments within the Mixed Use category.
- Adjustments to the density ranges within the current residential land use categories to (1) accommodate projected population growth, (2) improve the City's competitiveness in the market, and (3) increase flexibility in development patterns, specifically:
    - Low Density Residential from "up to 4 units per acre" to "up to 5 units per acre",
    - Medium Density Residential from "4 to less than 8 units per acre" to "8 to 15 units per acre" (NOTE: The starting density for MDR aligns with the ending density for the proposed new LMDR category.)
    - High Density Residential from "8 to 16 units per acre" to "15 to 20 units per acre", and
    - Allowing residential density within the Commercial and Industrial categories under certain, specific but limited, circumstances.
- Creation of policy and specific criteria for approval of amendments to the Future Land Use Map (FLUM).
- Creation of policies that clearly define the meanings of density and intensity, as well as the calculation method for maximum development potential (transition from gross to net land area) when an application for a FLUM amendment is proposed.
- Creation of new objectives related to managing growth and development patterns that enhance the quality of life, prioritize a safe and connected built environment to promote community health and wellness, and adopt sustainable and innovative development practices. This includes prioritizing projects and strategies that foster economic sustainability and vitality.
- Identification and mapping of the Downtown District and the Community Redevelopment Area (CRA) District on the Future Land Use Map and amending the Future Land Use Map to apply the new Mixed Use category to the Downtown District and the CRA District.
- Removal of duplicate language from the FLUE that exists in other Elements.

Housing Element:

- Reorganizing and rewording existing priorities within the current Objectives and placing those policies under clear new objectives.
- Creation of a "Housing For All" program to ensure housing choices for current and future residents through all stages of life.
- Creation of a "Live Here/Grow Here" initiative (developed by staff and not associated with the Live Local Act) that prioritizes the coordination of land use planning, housing, and transportation planning to ensure that the built environment and development patterns within the city create a community environment where people want to move to or stay in Ocoee and thrive.
- Strengthening policies to protect and help ensure housing availability for the elderly and other special populations.
- Creation of policies to guide the preservation, maintenance, and restoration of historically significant properties and resources.

Recreation and Open Space Element:

- Update the level of service for parks from 4 acres of parks and open space per 1,000 residents to 8 acres of parkland and civic open space per 1,000.
- Inclusion of policies geared towards achieving a goal of one (1) park per 2,346 residents.
- Establishing a goal to achieve the National Recreation and Parks Association (NRPA) median level of service, which is 10.2 acres of parkland and civic open space per 1,000 residents, by 2045.
- Reiteration and strengthening of the City's goal of creating a coordinated, comprehensive, diverse, accessible, sustainable, and inclusive parks system to create a healthy and active community for all ages and abilities through neighborhood, community, regional, and nature parks and specialty facilities. A key concept in park performance is creating the 10-minute walk to parks, which translates to a half (1/2) mile distance that most people are willing to walk to reach a destination.
- Objectives and policies regarding park facilities planning, park funding, resource management, sustainability, and stewardship.

Infrastructure Element:

- Updates to the level of service standards for potable water and wastewater.
- Creation of a level of service for drainage and stormwater systems and facilities.
- Strengthening objectives and policies related to water conservation and water quality protection, including protection of surface waters and the aquifer.
- Policies to strengthen flood resiliency.

Mobility Element:

- Development of objectives and policies that shift transportation planning and design from the traditional auto-oriented mode to a context-oriented (or context classification-based) mode.
- Prioritizing safe pedestrian and bicycle travel and mode choices through the creation of a level of service standard for pedestrian and bicycle facilities, as measured by the "level of traffic stress" (from 1 to 4). LTS gauges the comfort levels experienced by pedestrians and bicyclists traveling on roadways (the lower the number, the greater the comfort level).
- Inclusion of objectives and policies to direct greater coordination between land use, transportation planning, and housing, and to reduce pressure to widen roadways at a great expense through identifying opportunities for parallel or interconnected roadways and gridded streets, whenever possible.

Conservation Element:

- Strengthening, clarifying, and reorganizing objectives and policies to protect wetlands to meet or exceed Federal, State, and County requirements.
- Strengthening objectives and policies for floodplain protection that exceed the National Flood Insurance Program (NFIP) requirements, thereby increasing the City’s classification within the Community Rating System (CRS) to ensure residents are eligible for insurance discounts.
- Establishing objectives and policies that require sustainable and low-impact development, including provisions that encourage:
    1. Expansion of an EV infrastructure within the City,
    2. Protection and expansion of the City’s Urban Tree Canopy,
    3. Implementation of a Vegetative Roof Ordinance, and
    4. Implementation of policies that protect community access to the night sky by reducing light pollution.

Capital Improvements Element:

- Updates were relative to updating the level of service standards as provided in each of the above relevant Elements,
- Combined policies regarding the prioritization of capital projects into a single section, and
- Removed duplicate language and tables from the Public School Facilities 10-Year Capital Outlay Plan and other date-specific revenue sources, revenue expenditures, and other financial commitments that have now passed.

Generally, no changes were proposed within the Public School Facilities Element, the Intergovernmental Coordination Element, or the Private Property Rights Element. The only changes are related to reorganizing existing policies, removing outdated or no longer applicable references to the Florida Administrative Code, and policy commitments that have already been fulfilled within the past 20-year planning horizon.

Based on current tracking, the completion of Envision 2045 Comprehensive Plan is as follows:

- Planning and Zoning Commission Hearing - April 8, 2025
- City Commission 1st Reading Transmittal - April 15, 2025
- Transmit to State Agencies for their Commenting Period of up to 45 days - May 30, 2025
- City Commission 2nd Reading/Adoption - June 17, 2025

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed Ordinance, which repeals the current 2002 Comprehensive Plan in its entirety and replaces it with an updated comprehensive plan, entitled Envision 2045, and authorize the transmittal of the Envision 2045 Comprehensive Plan to the reviewing agencies as required pursuant to Section 163.3184(3)(b), Florida Statutes?

Recommendations:

Planning and Zoning Commission (PZC) Recommendations:

The Planning and Zoning Commission heard this item at its April 8, 2025, public hearing. One public comment/question was made regarding the implications that the proposed Envision 2045 Comprehensive Plan would have on an existing property within the Downtown District and vagueness regarding FLU Policy 2.2. Staff responded to the comment/question. Following public comments, the PZC unanimously made a recommendation of approval of the proposed ordinance for Envision 2045 in order to repeal and replace the 2002 Comprehensive Plan in its entirety.

Staff Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed Ordinance, which repeals the current 2002 Comprehensive Plan in its entirety and replaces it with an updated comprehensive plan, entitled Envision 2045, and authorize the transmittal of the Envision 2045 Comprehensive Plan to the reviewing agencies as required pursuant to Section 163.3184(3)(b), Florida Statutes.

Attachments:

1. State Regulations Correlations Table
2. Ordinance
3. Exhibit A: GOPs - Assembled
4. DIA - Assembled
5. Business Impact Estimate
6. Advertisement

Financial Impacts:
None.

Type of Item: First Reading Public Hearing

Florida Statutory Regulations – Correlations Table

		Florida Statutes	Ocoee Comprehensive Plan Objectives and Policies within them
CHAPTER 2: Vibrant, Attractive & Inclusive Community	Future Land Use Elem. – S. 163.3177(6)(a), FS	(6)(a)1 and 4 (6)(a)10a, b, and c NOTE: (6)(a)10c information is provided in the Conservation Element in more detail	**FLU Objective 1 - Future Land Use Map:** The City of Ocoee shall maintain a Future Land Use Map that complements and protects the residential character of established neighborhoods, creates transitional land uses and a vibrant mix of uses in the City's Downtown, stimulates growth within Target Areas and along Target Corridors, and innovates coordinated and connected development in a manner that maximizes existing and planned public facilities, services and infrastructure.
		(6)(a)7	**FLU Objective 2 - Future Land Use Categories:** Growth and desired development patterns shall be directed by the Future Land Use Map through a future land use category system that regulates density and intensity of development and protects natural resources to achieve the Plan Vision.
		(6)(a)1, 2, and 8	**FLU Objective 3 - Amending the FLUM:** The City shall ensure that land use decisions and development, both public and private, reinforce and improve the identity and quality of life within the City.
		(6)(a)1, 4, and 9	**FLU Objective 4 - Managing Growth:** The City recognizes that enhanced quality of life is essential to retaining residents and attracting visitors to the City. To that end, the City shall develop policies that maintain healthy communities and sustainable neighborhoods, accommodate population growth in a responsible manner, and foster social stability and fiscal responsibility.
		(6)(a)9	**FLU Objective 5 - Growing Sustainably:** The City shall strive for innovation and sustainability in site and building design and shall incentivize Low Impact Development (LID) and International Code Council (ICC) Green Building for Residential and Commercial developments.
		(6)(a)2e, h, i, and j	**FLU Objective 6 - Fostering Economic Vitality:** The City shall develop strategies and incentives that foster and improve the stability and economic well-being of the City and activate the livelihood of Ocoee's Downtown.
		(6)(a)9	**FLU Objective 7 - Maintaining Healthy Environmental Systems:** The City shall develop programs and evaluate land use decisions that support and maintain a healthy environmental system.
			FLU Objective 8 - Innovative Engineering Principles: Through incentives, regulations, and engineering solutions, the City shall ensure that the development and redevelopment of property utilize smart growth policies, resiliency planning, and sustainability principles to reduce flood risk and improve the built environment of the City.
	Housing Elem. – S. 163.3177(6)(f), FS	(6)(b)3 (6)(f)1a	**HSG Objective 1 Attractive City**: The City will develop and implement through the Land Development Code a *Live Here, Grow Here* program to make it more attractive for young people to stay in or move to Ocoee and to thrive through the availability of diverse, quality housing options and safe accessibility to schools, jobs, shopping, entertainment, recreation, and personal services via multimodal transportation choices.
		(6)(f)1c (6)(f)1e	**HSG Objective 2 Protection of Residential Character**: The City will protect the character of existing residential areas throughout the city by diverting or discouraging through-traffic, using active code enforcement, and giving priority consideration of residential infill. The City will biennially assess the condition of the City's housing stock and implement regulations and codes, in coordination with the Future Land Use Map, that prevent or eliminate residential blight along major corridors.
		(6)(f)1b, d, f, and g (6)(f)2 (6)(f)3	**HSG Objective 3 Improve Housing Diversity**: Improve Housing Quality and Diversity: The City will make every effort to ensure that every neighborhood within the city has a stable quality of life.
		(6)(f)(3) (6)(f)(1)(g) (6)(b)3	**HSG Objective 4 Affordable Housing**: The City shall ensure the availability of adequate affordable housing sites through the Future Land Use Map and shall implement, through the Land Development Code, standards to support housing diversity and eliminate barriers to affordable housing.
		(6)(b)3 (6)(f)(d)	**HSG Objective 5 Senior Housing**: Through Vibrant, Attractive and Inclusive Community, the City will provide a variety of lifestyle and housing choices for senior, elderly, disabled, and other special populations, including residents defined in Section 419.001, Florida Statutes, to live with dignity and age in place in a healthy, active and connected built environment.
		(6)(f)(3)	**HSG Objective 6 Protection and Preservation of Historic Structures and Sites:** The City shall ensure the identification, protection, and preservation of its archeological and historic structures and sites for the enjoyment of current and future residents.
	Recreation and Open Space Elem. – S. 163.3177(6)(e)	(6)(e)	**REC Objective 1 Developing A Well-Planned Comprehensive System**: Quality parks, recreational areas, trails, and civic open space that are close to home are essential to the community's overall health and well-being. Recreational activities and programming are vital to childhood development and serve to unite and strengthen the community. Parks and adaptable infrastructure make the city more resilient when confronted by natural disasters and climate impacts. Trails, infrastructure for safe bicycling including bike lanes and cycle tracks, and safe pedestrian-ways connect the community while increasing options for healthy activity. Therefore, the City shall provide a comprehensive system of parks, recreation facilities, trails, bicycling infrastructure, and civic open spaces that meet the demands of current and future residents.
		(6)(e)	**REC Objective 2 Health & Wellbeing**: The City shall promote active and healthy lifestyles of all ages and abilities by offering facilities, programs, and services through the City's Parks and Leisure Services Department and/or through private enterprise or development.
		(6)(e)	**REC Objective 3 Access, Accessibility & Connectivity**: Promote the diversity of recreational participants through developing and maintaining accessible, inclusive, and welcoming facilities, programs, events, and services. This includes optimizing accessibility between trails

Florida Statutory Regulations – Correlations Table

		Florida Statutes	Ocoee Comprehensive Plan Objectives and Policies within them
			and adjacent land uses in a manner that stimulates trail activation and integration while also ensuring privacy, safety, and security between trail users and adjacent land uses.
		(6)(e)	**REC Objective 4 Facility Planning & Development**: Plan, design, build, and maintain attractive, safe, accessible and sustainable parks, recreation facilities, trails, and civic open spaces that are resilient through the integration of green infrastructure and practices.
		(6)(e)	**REC Objective 5 Resource Management, Sustainability & Stewardship**: The City will encourage the conservation, sustainability, and protection of Ocoee's natural, historical, and cultural resources.
		(6)(e)	**REC Objective 6 Financial Planning and Funding**: The City shall provide parks, recreational facilities, trails, and open spaces in an economically efficient manner.
CHAPTER 3: Efficient, Reliable & Well-maintained Infrastructure	Infra. Elem.: Utilities Sub-Element – S. 163.3177(6)(c), FS	(6)(c)2	**UTL Objective 1 Expansion of Utility Services:** The City shall expand public utilities systems by requiring connection to potable water, wastewater, and reclaimed water for new development.
		(6)(c)2	**UTL Objective 2 Establishment of User Fees:** The City shall establish user fees to cover the full costs of operating and maintaining the potable water, wastewater, and reclaimed water systems.
		(3)(a) and (b) (6)(c)2 and (6)(d)3	**UTL Objective 3 Provision of Potable Water Service:** The City shall maintain potable water level of service and ensure that adequate capacity is available to support demands generated by existing and future development.
		(6)(c) (6)(d)2b through d	**UTL Objective 4 Promotion of Water Conservation:** The City shall promote water conservation and reuse.
		(4)(a) (6)(c)4, (6)(d)3, and (6)(h)1	**UTL Objective 5 Regional Water Supply Planning:** The City shall participate in regional water supply planning initiatives.
		(3)(a) and (b) (6)(c)2	**UTL Objective 6 Provision of Wastewater Service:** The City shall maintain a wastewater level of service to ensure that adequate capacity is available to support demands generated by existing and future development.
		(3)(a)4b (6)(c)3	**UTL Objective 7 Reduction of Nutrient Loads to Protect Water Basins:** The City shall reduce the nutrient load to impaired basins through eliminating onsite sewer treatment and disposal systems (OSTDS) and reducing effluent nutrient concentrations in wastewater treatment facilities.
		(6)(c) (6)(d)2b	**UTL Objective 8 Provision of Reclaimed Water Service:** The City shall promote the use of lowest quality water sources for landscape irrigation to reduce groundwater withdrawals associated with irrigation.
	Infra. Elem.: Drainage Sub-Element - Section 163.3177(6)(d), FS	(6)(d)(2)(b)	**DRN Objective 1 Stormwater Management:** The City will update its Stormwater Management Master Plan. The Stormwater Management Master Plan shall include recommendations by governmental agencies, including the Federal Emergency Management Agency (FEMA), Environmental Protection Agency (EPA), St John's River Water Management District (SJRWMD), and basin specific Watershed Master Plans. The City shall develop an updated stormwater asset database including all natural and artificial drainage systems within the City. The Stormwater Management Master Plan shall be used to identify stormwater facility deficiencies, opportunities for improvement projects, and stormwater facility maintenance prioritization sufficient to accommodate projected demand through the year 2045.
		(6)(d)(2)(b)	**DRN Objective 2 Water Quality:** The City shall protect the water quality of surface waters, waterways, aquifer recharge areas, and spring sheds through implementation of the Land Development Code, Engineering Standards Manual, and best management practices.
			DRN Objective 3 Flood Resiliency: The City shall increase its flood resiliency through the prevention and elimination of flooding effects from stormwater runoff and inadequate stormwater facilities and ensure that developments comply with the City's Floodplain Management Regulations as well as regional, state and federal regulations.
		(6)(d)(2)(c)	**DRN Objective 4 Agency Coordination:** The City shall continue to work with federal, state, regional, local agencies, and professional organizations on protecting and enhancing waterbodies, waterways, and connections with the aquifer within the City's jurisdictional limits.
CHAPTER 4: Safe & Convenient Mobility	Mobility Elem. Section 163.3177 (6)(b), FS	(6)(b)1, 2 and 3	**MOB Objective 1 Context-sensitive Standards:** The City shall adopt and maintain context-sensitive multi-modal Level of Service (LOS) standards for automobile, bicycle, and pedestrian travel to improve safety and reduce vehicle trips, vehicle miles traveled, and trip lengths while protecting established residential areas, environmentally sensitive areas, and historically significant sites from adverse transportation impacts.
		(6)(b)1 (6)(b)3	**MOB Objective 2 Safety, Efficiency, and Resiliency:** The City shall emphasize safe mobility through transportation planning and design engineering to achieve safer vehicular travel speeds in support of the City's efforts to eliminate and reduce serious injuries and fatalities on its roadways.
		(6)(b)2	**MOB Objective 3 Coordination of Transportation and Land Use:** The City shall coordinate mobility systems with the Future Land Use Map to ensure that existing and proposed population densities, housing and employment patterns and development activities are consistent with the transportation modes and circulation plans proposed to serve these areas.
		(6)(b)4	**MOB Objective 4 Fiscally-Efficient Transportation Investment:** The City shall make fiscally efficient mobility investments and prioritize cost-effective improvements to maximize existing systems and provide alternative travel modes. Develop strategies and incentives that foster economic vitality, particularly in the Downtown and Special Planning Area Overlays and corridors.

Florida Statutory Regulations – Correlations Table

		Florida Statutes	Ocoee Comprehensive Plan Objectives and Policies within them
		(6)(b)1	**MOB Objective 5 Funding for Transportation:** The City shall seek funding opportunities and support major transportation investments that demonstrate an ability to substantially improve vehicular and pedestrian/bicycle mobility, encourage urban infill development, and reduce traffic congestion.
CHAPTER 5: Environment-friendly, Resilient & Sustainable Community	**Conservation Elem. – S. 163.3177(6)(d), FS**	(6)(d)(2)(b) (6)(d)(2)(d) (6)(d)(3)	**CON Objective 1 Minimize Development Impacts:** The City shall promote green development initiatives and Low Impact Development through the implementation of the Land Development Code to conserve energy and protect the City's natural resources through energy-efficient and sustainable construction practices and projects that minimize air, water, noise, and light pollution during the construction process, and for the life of the building or structure.
		(6)(d)(2)(b) (6)(e)	**CON Objective 2 Water Quality Protection:** The City shall protect the availability, accessibility, and the quality of all surface waters, whether publicly or privately owned, and ground water.
		(6)(d)(2)(d) (6)(d)(2)(h) (6)(d)(2)(j)	**CON Objective 3 Wetland and Floodplain Protection:** The City shall protect and conserve its functionally and environmentally significant wetlands, hydric soils, and flood prone areas from physical and hydrological alterations through enforcement of Flood Hazard Avoidance Regulations, directing incompatible land uses away from wetlands, and, where appropriate, creation of one-lot plats and placement of such areas into the Conservation future land use designation.
		(6)(d)(2)(d) (6)(e) (6)(d)(2)(g)	**CON Objective 4 Species and Habitat Protection:** The City of Ocoee shall protect endangered species, species of concern, and species biodiversity by regulating development through the implementation of the Land Development Code, in order to minimize impairments to the functionality of vital natural systems, including the protection and conservation of soils, native wetland and vegetative communities, rare upland areas, urban woodlands, tree canopy, historic trees, and other environmentally sensitive lands.
		(6)(d)(2)(a)	**CON Objective 5 Air Quality Protection:** The City shall support efforts to improve air quality as a means to protect human and environmental health by seeking plans and investments that reduce the release of air toxins, including criteria pollutants, and urban heat island effects, which in turn will help to lessen or mitigate the impacts of changing climate conditions.
CHAPTER 6: Responsible, Accessible & Open Governance	**Public Schools Facilities Elem.**	There is no regulation within S. 167.3177 that references public school facilities. The objectives of the element, however, are still included in the correlation table.	**PSF Objective 1 Conformance with School Concurrency and Interlocal Agreement:** The City will continue to coordinate with Orange County Public Schools (OCPS) to implement school concurrency through the approved Interlocal Agreement (ILA) for public school facility planning, to share information necessary to maintain the adopted Level of Service standard for public schools and to ensure adequate classroom capacity to accommodate the impacts of new residential development throughout the planning process in order to reduce, prevent, or eliminate over-crowded classrooms and school facilities.
			PSF Objective 2 Alternative Mitigation: Where the adopted school level of service cannot be met, the City shall allow for mitigation alternatives, developed in conjunction with OCPS, that are financially feasible and will serve to maintain the adopted level of service standard consistent with the OCPS Work Program. Should adopted LOS not be achieved and an alternative mitigation option is not available, the City may postpone a proposed development until such time that LOS can be achieved, or school capacity is created.
			PSF Objective 3 School Facilities Planning: To maintain a high-quality educational system for current and future residents, the City will coordinate with OCPS, in accordance with the Interlocal Agreement, to identify existing deficiencies and future needs, evaluate the School Board's Ten-Year District Capital Outlay Plan (DCOP) and develop plans, programs and strategies to ensure adopted LOS standards for schools are maintained.
			PSF Objective 4 Continuing Education Facilities: The City shall encourage partnerships that facilitate availability and opportunities for educational facilities which in turn will foster economic growth and provide for a trained and stable labor force to stimulate higher quality of life.
	Intergov. Coordination Elem. – S. 163.3177(6)(h), FS	163.3177(4)(a) (6)(h)1 and 2	**ICE Objective 1 Efficiency of Governance:** The City shall continue to coordinate its Comprehensive Plan with the plans of local government agencies providing services but not having regulatory authority over the use of the land, with the Comprehensive Plans of adjacent municipalities and Orange County to reduce and/or eliminate the duplication of services.
		(6)(h)1	**ICE Objective 2 Coordination of Potential Development Impacts:** The City shall continue to coordinate the impacts of development proposed in the comprehensive plan upon development in adjacent municipalities, the county, the East Central Florida Regional Planning Council and the State.
		163.3177(2) (3)(c) (6)(h)3 (6)(c)	**ICE Objective 3 Coordination of Utility Operation and Maintenance Responsibilities:** The City will continue to coordinate with state, regional, or local entities having operational and maintenance responsibilities for public facilities when establishing Level of Service standards for associated public facilities and the location and extension of public facilities subject to concurrency.
		(6)(h)3	**ICE Objective 4 Requirement to Update Agreements:** Within one year after adoption of the amended Intergovernmental Coordination Element, the City shall establish or update an Interlocal Agreement or other formal agreement to be executed by all parties, including governmental agencies or other service providers.
		(6)(h)2	**ICE Objective 5 Coordination with OCPS:** The City shall, throughout the planning period, coordinate with Orange County Public Schools (OCPS) to ensure that sufficient school capacity is available to support proposed development and that necessary infrastructure is available to accommodate new schools.

	Capital Improvement Elem. – S. 163.3177(3), FS	(3)(a) and (b) 163.3177(4)(a)	**CIE Objective 1 Program of Capital Improvements:** Based on identification of facility needs and level of service standards contained in other elements of this Plan, the City shall develop and annually review and revise a program of capital improvements designed to correct existing deficiencies, replace worn out or obsolete facilities, and accommodate desired future growth.
		(3)(a) and (b)	**CIE Objective 2 Proportionate Cost of Development:** Future development shall bear a proportionate share of the cost of facility improvements necessitated by the development to maintain adopted level of service standards. For capital improvements that will be funded by the developer, financial feasibility shall be demonstrated and guaranteed in an enforceable development agreement, interlocal agreement, or other enforceable agreement.
		(3)(a)	**CIE Objective 3 Fiscal Responsibility:** The City shall coordinate land use decisions with its financial capability to meet level of service standards, manage the land development process so that facility needs created by permitted development do not exceed the financial ability of the City, and identify the extent to which future development will be required to contribute its proportional cost of facilities necessary to meet LOS standards.

ORDINANCE NO. 2025-
(Envision 2045 Ocoee Comprehensive Plan)

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, TO REPEAL THE 2002 OCOEE COMPREHENSIVE PLAN IN ITS ENTIRETY AND REPLACE SUCH PLAN WITH A NEW, UPDATED COMPREHENSIVE PLAN ENTITLED ENVISION 2045; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee (City) has adopted the City's Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, the Growth Policy Act (the "Act"); and

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

WHEREAS, Section 163.3177(5)(a), Florida Statutes, requires each local government comprehensive plan to include at least two (2) planning periods, one covering at least the 10-year period occurring after the plan's adoption and one covering at least a 20-year period; and

WHEREAS, The City's current Comprehensive Plan, which was adopted on October 1, 2002, and which was originally anticipated to cover a 20-year planning period to October 1, 2022, remains in effect pursuant to Section 163.3197, but is overdue for updating; and

WHEREAS, pursuant to the guidance established in Section 163.3177(6), Florida Statutes, the City has gathered data, including population projection data and forecasted utility demands, and has inventoried the character of undeveloped land, other conditions, and natural resources including the availability of water supplies, and analyzed such data and inventory, as well as growth trends, in order to plan for the 10-year and 20-year planning horizons; and

WHEREAS, based on the updated Data, Inventory, and Analysis (DIA), the City has prepared updated goals, objectives, and policies to guide the City's growth as an urban city over the long-term planning horizon and has embodied such Goals, Objectives, and Policies into a new Comprehensive Plan to be known as "Envision 2045 Ocoee Comprehensive Plan," which repeals and replaces the 2002 Comprehensive Plan in its entirety; and

WHEREAS, pursuant to Section 163.3174(4)(a), Florida Statutes, the City's Local Planning Agency (LPA) conducted a public hearing on Tuesday, April 8, 2025, to consider the proposed Envision 2045 Ocoee Comprehensive Plan; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, April 15, 2025, the City Commission conducted a public hearing to consider the transmittal of the Envision

2045 Ocoee Comprehensive Plan and, after consideration of public comments, authorized its transmittal to reviewing agencies pursuant to Section 163.3184(3), Florida Statutes.

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

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

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

SECTION 3. UPDATE OF THE COMPREHENSIVE PLAN. The City Commission hereby repeals in its entirety the adopted 2002 Comprehensive Plan and replaces such plan with a new Comprehensive Plan to be known as Envision 2045 Ocoee Comprehensive Plan and its implementing vision, goals, objectives and policies, as provided in Exhibit "A."

SECTION 4. TRANSMITTAL. The City Clerk is hereby authorized to transmit the required copies of the amendment to the City's Comprehensive Plan to the reviewing agencies as required pursuant to Section 163.3184(3)(b), Florida Statutes, to wit, the state land planning agency, the East Central Florida Regional Planning Council, the South Florida Water Management District, the Department of Environmental Protection, the Department of State, the Department of Transportation and, if applicable, the Department of Education, and any other local government or government agency that has filed a written request for such review. Following transmittal, the Ordinance will be considered for final adoption. Following final adoption, the City Development Services Director is authorized to revise the City of Ocoee Comprehensive Plan in accordance with the provisions of this Ordinance.

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, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective following adoption and in accordance with the provisions stated in Section 163.3184(3)(c) and (11), Florida Statutes.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

_____
Melanie Sibbitt, City Clerk

APPROVED:
CITY OF OCOEE, FLORIDA

_____
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: _____
City Attorney

EXHIBIT "A"

ENVISION 2045 OCOEE COMPREHENSIVE PLAN

Exhibit "A"





ENVISION 2045

OCOEE COMPREHENSIVE PLAN





Policy Framework

2045 Comprehensive Plan

City of Ocoee, Florida

Prepared by

The City of Ocoee Planning & Zoning Commission Acting as the Local Planning Agency

and

The City of Ocoee Comprehensive Planning Team

On behalf of

The City of Ocoee City Commission

Adopted

June 2025

City of Ocoee, Florida

City Officials

June 2025

Mayor	**Rusty Johnson**
City Commission	Scott R. Kennedy, District 1 Commissioner Rosemary Wilsen, District 2 Commissioner, Mayor Pro-Tem Richard Firstner, District 3 Commissioner George Oliver III, District 4 Commissioner
Local Planning Agency Board	**Brad Lomneck, Chairman** Lou Forges, Vice Chairman Joel Keller Kelton Butler Derrick Chacon Joaquin Galvin
City Manager's Office	**Craig Shadrix, City Manager** Michael Rumer, Assistant City Manager
City Attorney	**Richard Geller, Esq., Fishback Dominick**
Comprehensive Planning Team	**Development Services Department** ***Ginger Corless, AICP, CPRP, FRA, Development Services Director*** Anoch Whitfield, AICP, Zoning Manager Tory Parish, Principal Urban Designer/City Architect Berenice Belizaire, Planner I Brett McFarlane, Concurrency & Commitments Coordinator **Parks & Leisure Services Department** ***Mark Johnson, PLS Director*** Doug Gaines, PLS Deputy Director Dan Abdo, Parks Operations Manager **Public Works Department** ***Steve Krug, Public Works Director*** Milen Womack, PE, City Engineer Hseth Burch, Staff Engineer/Floodplains Administrator **Utilities Department** ***Jen Bolling, Utilities Director*** Jesse Conklin, Engineering Technician Kelsey Katro, GISP, GIS Analyst **Information Technology Department** ***John Haas, IT Director*** Luis Martinez, GIS Analyst **Transportation Consultant** ***Kimley-Horn*** James Taylor, PE Amanda Black, AICP, Transportation Planner



VISION STATEMENT

The City of Ocoee is a **vibrant, attractive, and economically sustainable community** where **businesses thrive** and **neighborhoods flourish** through **diverse, compact, and complementary land uses** that produce **quality development** and **safe, connected mobility systems** through adequate movement of people and goods while simultaneously **preserving environmental systems** and creating **parks and open spaces** to promote **social engagement** and enhance **community health** leading to

CHAPTERS

Introduction 1

Vibrant, Attractive & Inclusive Community 2

Efficient, Reliable & Well-Maintained Infrastructure 3

Safe & Convenient Mobility 4

Environment-Friendly, Resilient & Sustainable Community 5

Responsible, Accessible & Open Governance 6

Appendix





INTRODUCTION

CHAPTER

1

INTRODUCTION

Our Community. Ocoee is a growing and dynamic central Florida community and a great place to call home. Approximately 16 square miles in size, Ocoee is located in west Orange County, nestled between the cities of Apopka to the north, Orlando to the east, Windermere to the south and Winter Garden to the west. Centrally located and with direct access to a regional transportation system that includes the Florida Turnpike, State Road 50/Colonial Drive, State Road 408/the East-West Expressway, and State Road 429/the Western Expressway, the City is a great place to grow a business and is minutes from major employers and entertainment destinations, Walt Disney World, Universal Studios, Sea World and the Orlando Regional Airport.

Historical Perspective. Beginning as a township of 820 residents, Ocoee was first settled adjacent to Starke Lake in the mid-1800s. The Town of Ocoee was the name of a subdivision platted in 1886 by Dr. H.K. Clarke, Charles J. Chunn, and R.B.F. Roper. This name Ocoee came from a river in Tennessee, which means "apricot vine" in the Cherokee language - what is now called the passionflower. The city logo is inspired by this flower. The Town of Ocoee was recognized as a municipality by the Florida legislature in 1923 and became the City of Ocoee in May 1925.

Just as major roadways have played a role in Ocoee's current growth, transportation catalyzed the City's development in the past. Completion of the Florida Midland Railroad in the 1880s brought many settlers to the area. The population boom propagated by the railroad led to the abandonment of crops such as corn, cotton, and sweet potatoes in favor of oranges and vegetables grown and shipped to northern states during the winter.

One prominent citrus grower, General William Temple Withers, built his family home at 16 East Oakland Avenue in 1888. The home still stands today and serves as a museum and event venue. In 1987, it was added to the U.S. National Register of Historic Places, and taking a tour gives visitors a detailed glimpse into the past. The City is also home to another significant building, Ocoee Christian Church. Added to the U.S. National Register of Historic Places in 1997, it is believed to be the oldest church in continuous use in the State of Florida. Scenes from the movie *My Girl* were filmed there, with several other directors utilizing the Ocoee area for their productions. Starke Lake Studios, also known as Gettings Studio, has served as a music recording destination for countless artists, such as Daddy Yankee and Duran Duran. Gloria Estefan even recorded her hit "Reach" for the 1996 Olympic Games at this studio.

While Ocoee has many historical bright spots, a lamentable event from the past cannot be ignored. The 1920 Election Day Massacre fundamentally altered the trajectory of our community. Many African Americans had their land taken from them, were driven out of the town, or were killed. Nothing will erase this past tragedy, nor should it be forgotten. Over the past twenty (20) years, City officials and the community have come together to heal and to embrace and celebrate diversity. The City established a Human Relations Diversity Board, whose objective is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. Building on the City's mission of equity, in 2023, the City opened Unity Park and dedicated it to the memory of the African American lives and properties lost.

Current Environment. The City remains focused in our efforts to provide a desirable community in which to live, work and raise a family while maintaining a high standard of living. With input from citizens and property owners, the City of Ocoee is charting a future through this Comprehensive Plan Update, and subsequent Land Development Code Update, to direct growth and redevelopment while protecting its resources in a manner that furthers a sense of community.

INTRODUCTION

The Chapters of this Comprehensive Plan reflect the City's vision and strategies for achieving an attractive, vibrant and inclusive community over the next twenty (20) years.

Vision Statement. The City of Ocoee is a vibrant, attractive, and economically sustainable community where businesses thrive and neighborhoods flourish through diverse, compact, and complementary land uses that produce quality development and safe, connected mobility systems through adequate movement of people and goods while simultaneously preserving environmental systems and creating parks and open spaces to promote social engagement and enhance community health leading to the overall wellbeing of the City.

2045 Comprehensive Plan Update. The Comprehensive Plan Update is divided into two volumes. The first volume is the Goals, Objectives and Policies (GOPs) policy document. The second volume contains the Data, Inventory, and Analysis (DIA) for each element required by the State in Chapter 163, Part II, Florida Statutes (F.S.). Each volume is organized by the following Chapters:

Chapter 2 - Vibrant, Attractive & Inclusive Community

- Future Land Use Element
- Housing Element
- Recreation & Open Space Element

Chapter 3 - Efficient, Reliable & Well-Maintained Infrastructure

- Infrastructure Element
  - Utilities Sub-element
  - Drainage Sub-element

Chapter 4 - Safe & Convenient Mobility

- Mobility Element
  (formerly the Transportation Element)

Chapter 5 - Environment-Friendly, Resilient & Sustainable Community

- Conservation Element

Chapter 6 – Responsible, Accessible & Open Governance

- Public School Facilities Element
- Intergovernmental Coord. Element
- Capital Improvements Element
- Private Property Rights Element

Appendix

- Acronyms List
- Water Supply Plan

In accordance with Chapter 163, F.S., Envision 2045 provides policy direction to accommodate growth over the required 10-year and 20-year planning horizons.





VIBRANT, ATTRACTIVE & INCLUSIVE COMMUNITY

Future Land Use Element

Housing Element

Recreation & Open Space Element

CHAPTER

2

Future Land Use Element

CHAPTER

2

FUTURE LAND USE ELEMENT

FLU GOAL: THE CITY WILL CREATE A HEALTHY, SUSTAINABLE AND BALANCED COMMUNITY WHERE GROWTH OCCURS IN A SUSTAINABLE MANNER THAT PROTECTS AND PRESERVES THE NATURAL ENVIRONMENT AND THE BUILT ENVIRONMENT MEETS THE PHYSICAL, SOCIAL, CULTURAL AND ECONOMIC NEEDS OF PRESENT AND FUTURE RESIDENTS AND PROPERTY OWNERS.

FLU Objective 1 - Future Land Use Map: The City of Ocoee shall maintain a Future Land Use Map that complements and protects the residential character of established neighborhoods, creates transitional land uses and a vibrant mix of uses in the City's Downtown, stimulates growth within Target Areas and along Target Corridors, and innovates coordinated and connected development in a manner that maximizes existing and planned public facilities, services and infrastructure.

FLU Policy 1.1: The official Future Land Use Map (FLUM) shall be embodied in FLU Figure Nos. 1, 1a, and 1b, as may be amended from time to time, and shall embody the vision for how the City will grow and shall ensure the complementary blend, transition, and organization of land uses to support a healthy community and vibrant economy.

FLU Policy 1.2: For purposes of complying with S.163.3177(6)(a)10 of F.S., The Future Land Use Map (FLUM) series shall consist of the following maps:

(1) FLU Figure Nos. 1, 1a, 1b, 2, 3, 4, 5 as well as
(2) CON Figure Nos. 1, 2, and 3 within the CON Element

The Future Land Use Map shall regulate the intensity and density of development, as defined herein, in accordance within the future land use categories described in this Element.

FLU Policy 1.3: Intensity shall be established by the maximum floor area ratio (FAR) allowable under the future land use designation, and density shall be established by the number of dwelling units per acre allowable under the future land use designation.

Development intensity shall be calculated by the sum of the horizontal gross floor area of all floors or stories of all buildings, excluding below grade floor areas, such as basements and underground parking, measured from the exterior surface of the walls, whereas density shall be calculated by the total number of dwelling units on a development site divided by the land area of the development site in acres.

FLU Policy 1.4: Maximum non-residential intensity and residential density are not an entitlement and may not be achievable in all situations. Intensity and density, as constructed, will depend on the site's ability to comply with site urban design and engineering regulations and requirements within the City's Land Development Code and Engineering Standards Manual, as well as relevant regulations of regional and state agencies.

FLU Policy 1.5: For purposes of evaluating impacts on transportation, utilities, and other infrastructure demands, the determination of the maximum development potential of a site shall utilize the FAR and/or density of the gross land area less land areas that are required to be set aside or protected due to their environmentally sensitive nature, such as wetlands, floodplains, water ways, or surface waters and a 25-foot upland buffer, as well as aquifer recharge areas, and land areas required by policy to be set aside or preserved for open space and buffers.

FLU Policy 1.6: Upon official vacation and/or abandonment of a public road, street, or alley, the future land use designation applicable to the property to which it is reverted shall apply to such vacated or abandoned road, street, or alley.

FUTURE LAND USE ELEMENT

FLU Objective 2 - Future Land Use Categories: Growth and desired development patterns shall be directed by the Future Land Use Map through a future land use category system that regulates density and intensity of development and protects natural resources to achieve the Plan Vision.

FLU Policy 2.1: The Future Land Use Map shall contain the following Future Land Use categories:

- Mixed Use (MU)
- Commercial (COM)
- Professional Offices and Services (POS)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Public Facilities and Institutional (PFI)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Low-Medium Density Residential (LMDR)
- Low Density Residential (LDR)
- Recreation and Open Space (ROS)
- Conservation and Preservation (CON)

MIXED USE CATEGORY

FLU Policy 2.2: The **Mixed Use** future land use designation is intended to apply to urban areas targeted for dense and intense urban developments. Development within the MU category shall not exceed a density of 20 dwelling units per acre or an intensity of 3.0 FAR.

Development on lands designated Mixed Use shall contain a mix of two (2) or more land uses, which shall consist of either a residential component or an office component plus one (1) or more of the following uses: commercial, recreation, craft industrial, or assembly uses plus at least one (1) ancillary civic use, such as a plaza, mini-park, community urban garden, or other public gathering space.

For purposes of determining maximum development potential, the percent of land area to be used in the calculation shall be based on the number of proposed uses in a development. Such square footage and number of dwelling units can be spatially located as needed and in accordance with the Land Development Code.

Depending on the context of the surrounding area, the mixture of uses can consist of vertical and horizontal use integration or a combination thereof, with the vertical use integration being the preferred and incentivized option. Under certain, limited circumstances, a single-use development may be permitted on a parcel of one acre of less within the Mixed Use designation if such use is deemed by the Land Use Administrator to be a use that complements or functionally completes the character of the surrounding area or the use is a significant economic generator for the City.

FLU Policy 2.3: Application of the MU designation shall be limited to lands meeting at least one (1) of the below locational criteria:

- Land is located within the Downtown District or the CRA District as depicted on the Future Land Use Maps: FLU No. 1a and FLU Figure No. 1b;
- Land is located along a Target Corridor as described in the Land Development Code or a roadway designated a Context Class of T3 or T4 as depicted on the Future Transportation Map within the Mobility Element;
- Land is within a one-quarter (1/4) mile radius of a designated City Gateway, Trailhead, or major transit stop; or
- Land is located along a roadway segment that meets the pedestrian or bike level of stress standard.

In all situations, lands designated Mixed Use shall be fully served or planned to be fully served by public facilities and other municipal services, except that, if utility improvements are needed to serve the development, the costs associated with such improvements shall be the responsibility of the developer or property owner. Except in limited instances in the Downtown District, in no case shall this designation be permitted on land served by septic systems or water wells. In the Downtown District, Mixed Use designated land shall require connections to utilities to provide connections for potable water and sanitary sewers to the greatest extent practicable.

FLU Policy 2.4: Within the Mixed Use future land use designation, a cohesive, compact, and walkable development may be eligible for a density bonus of up to an additional 10 dwelling units per acre, if such development:

- Includes or incorporates vertical use integration;
- Creatively blends residential uses with different yet complementary land uses in a physically and functionally connected and balanced development;
- Is connected to and activates the public realm; and
- Provides a minimum floor area ratio of 0.15 of commercial uses.

FLU Policy 2.5: The Downtown District, as depicted on FLU Figure No. 1a, is hereby established. Allowable uses shall include commercial, office, craft industrial, and residential uses, to include detached and attached single-family units, duplex, triplex, quadplex, and cluster homes, on parcels primed for urban infill, redevelopment or adaptive-reuse of the existing structure upgraded to current architectural and urban design standards. (FLU Figure No. 1a)

FLU Policy 2.6: Within the Downtown District, the design and construction of any new solitary single-story building or a minimum of one-third (1/3) of all single-story buildings of new multiple building development or redevelopment shall be designed, engineered, and constructed to support and accommodate the addition of upper floors even if such floors will not be constructed until a later date.

FLU Policy 2.7: The Community Redevelopment Area (CRA) Mixed Use District, as depicted in FLU Figure No. 1b, is hereby established. Development within the CRA Mixed Use District shall meet the goals, objectives, and policies of this Plan as well as the DRA Development Plan.

PROFESSIONAL OFFICES AND SERVICES (POS) AND COMMERCIAL (COM) CATEGORIES

FLU Policy 2.8: The **Professional Offices and Services** and **Commercial** future land use designations are intended to apply to areas served or planned to be served by public utilities and targeted for commercial and office development adjacent to arterial roadways or within one-half (1/2) mile of an intersection of a collector roadway and arterial roadway. Properties with these designations may be developed at a floor area ratio no greater than 3.0.

FLU Policy 2.9: Within the POS and COM future land use designation, mixed use developments, when allowed by the Land Development Code, may be developed at up to 10 dwelling units per acre but must include a residential component at a minimum density of 6 units per acre integrated with commercial and/or office component at a floor area ratio of at least 0.15.

Permissible land uses include commercial, professional office, and personal services in close proximity to residential to help meet for the daily needs of the community and to

reduce vehicle miles of travel. For a multi-building development, at least one-quarter (1/4) or twenty-five (25) percent of the total number of buildings shall include vertically integrated uses.

FLU Policy 2.10: Activity Centers are permitted in the Commercial future land use designation. Activity Centers are major nodes of employment which may, by scale and development intensity, become significant economic drivers that would advance the City's Envision 2045 Comprehensive Plan.

Activity Centers generally include a mix of residential and commercial land uses. At the time of their creation, Activity Centers may include site-specific policies within the Comprehensive Plan and standards within the Land Development Code to direct the growth, development pattern, and urban scale and form within the Activity Center Areas. Mix of uses, an attractive public realm, pedestrian and bicycle travel, and transit are emphasized in the planning and design of Activity Centers.

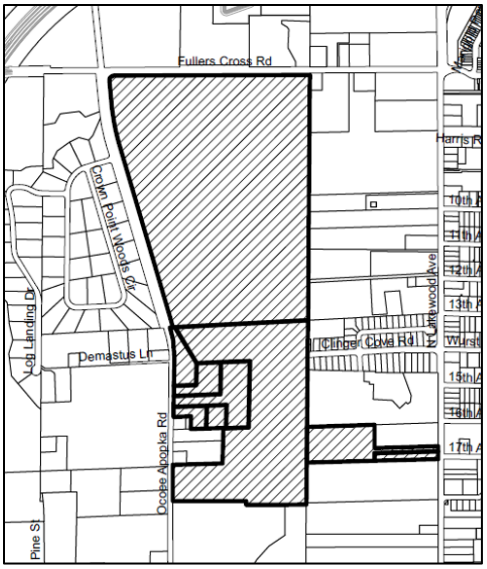
FLU Policy 2.10.a: Activity Centers should encourage a development pattern that contains a mix of housing types and densities to the extent possible. Retail, service, and recreational facilities shall also be integrated within these areas. Non-residential areas shall define the hub and focus of the area. Retail and service establishments, including government buildings and cultural centers, may also be included within the Centers. Activity Centers should be within walking or bicycling distance to local residents. Sidewalks should be placed on both sides of the roadways and shall connect to sidewalks within residential developments. All parking areas shall be heavily landscaped and setbacks may be reduced for any parking located behind the buildings.

FLU Policy 2.10.b: The Activity Centers identified by the City include:

- Good Homes Road Activity Center at Good Homes Road and State Road 50
- West Oaks Activity Center at Clarke Road and State Road 50
- Minorville Activity Center at Bluford Avenue and State Road 50
- Lake Bennet Activity Center at Blackwood Avenue and State Road 50
- Silver Star Activity Center at Clarke Road and Silver Star Road
- Northwest Activity Center at Ocoee-Apopka Road and Fullers Cross Road.

FLU Policy 2.10.c: Development of lands within the Northwest Activity Center shall comply with sub-policies (1) through (8) as established herein.

FLU Policy 2.10.c(1): The Northwest Activity Center boundary shall be comprised of parcels numbers:_07-22-28-0000-00-001, 07-22-28-0000-00-023, 07-22-28-0000-00-057, 07-22-28-0000-00-041, 07-22-28-0000-00-039, 07-22-28-0000-00-043, 07-22-28-0000-00-105, 07-22-28-0000-00-060, and 07-22-28-0000-00-074, totaling 150 acres generally located in the southeast corner of the Ocoee Apopka Road and Fullers Cross Road intersection, and as depicted on the following.



FLU Policy 2.10.c(2): Certain protective covenants and restrictions are applied to Parcel 07-22-28-0000-00-001 (Chevron Parcel), in accordance with Special Warranty Deed # 20230735916, dated December 27, 2023. More specifically, these restrictions limit allowable land uses and utilization of groundwater on said parcel.

FLU Policy 2.10.c(3): To achieve consistency with adopted policies of the Conservation Element and to mitigate approximately 21.94 acres of wetland impacts, prior to site plan approval of any lands within the Northwest Activity Center, the owner/developer shall, to the satisfaction of the City:

- Provide a plan, as part of the site plan review and approval, for the completion of all required environmental remediation of the Northwest Ocoee Brownfield Area, including excavation and disposal of contaminated soils and/or relocation of contaminated soils under buildings or permanent hardscape and monitoring requirements during construction. The environmental remediation plan shall include provisions for the handling of contaminants during construction to preclude off-site contamination through soil transport, disturbance of dust, stormwater entrainment, and vehicular tracking.
- Establish a comprehensive stormwater and floodplain management system to treat, retain, and enhance stormwater and provide for flood-carrying and flood storage capacity for the site with remediation plans, consistent with SJRWMD permit requirements.
- Conserve and develop a management plan covering approximately 287 acres of Conservation lands located within the limits of the City of Ocoee.
- Submit a mitigation plan consistent with permit(s) issued by the SJRWMD for the Northwest Activity Center that offsets the loss of low-quality wetlands on the site with conservation activities that benefit the Lake Apopka and/or Upper Ocklawaha Basin.

FLU Policy 2.10.c(4): Development of the Northwest Activity Center area, including the Ocoee Regional Sports Complex (the "ORSC"), shall comply with any applicable provisions of Florida's Wekiva Parkway Protection Act, 2004.

FLU Policy 2.10.c(5): Development shall be regulated by the ORSC Planned Unit Development (PUD) Land Use Plan and related documents, as approved by the Ocoee City Commission. These may include any recorded easements, conditions of approval and development agreement(s), as deemed necessary.

FLU Policy 2.10.c(6): Irrespective of any other limitations or conditions, maximum development intensity shall not exceed any of the following parameters:

- Maximum floor-to-area Ratio (FAR) of 0.4. For purposes of this policy, maximum FAR shall be calculated using the Ocoee Regional Sports Complex PUD's net developable acreage.
- Maximum 42 acres of sports fields area, with no more than 17 multi-purpose-fields.
- Maximum 1.33 million gross leasable square feet of mixed and multi-use commercial development, including sports & recreational facilities (including indoor and outdoor venues); commercial uses (including restaurants, retail stores, indoor & outdoor entertainment), hotels, offices, and ancillary or related uses. Parking shall be provided via a combination of surface, podium and structured parking facilities. This square footage shall be in addition to the area described in sub-policy 2 as sports field area.
- Maximum of 1,250 hotel keys.
- Maximum of 17,960 net new external daily trips.

FLU Policy 2.10.c(7): Owner/developer shall be responsible for improvements to transportation, utilities, or any other infrastructure associated with the project's development, as specified in applicable Land Use Plan(s), Development Agreement(s), Conditions or Approval, or equivalent legal instruments

INDUSTRIAL CATEGORIES

FLU Policy 2.11: Developments within the Industrial future land use designation may include a variety of manufacturing, warehousing, distribution, production, product assembly, and freight, trucking or other logistical uses. Uses requiring outdoor storage, including but not limited to the storage of vehicles, equipment, or goods and merchandise, and industrial activity occurring outdoors shall be classified as Heavy Industrial. Uses involving sheltered or very limited outdoor storage of non-noxious or otherwise unpleasant materials but where the conduct of business activity occurs indoors shall be classified as Light Industrial.

FLU Policy 2.12: Industrial uses must have access from roadways that can support heavy vehicles, machinery, and shipping trucks, and site design shall assure that on-site turning movements allow ingress/egress without vehicles backing into or out of the site or parking on road rights-of-way

FLU Policy 2.13: Properties designated **Heavy Industrial** or **Light Industrial** are allowed to be developed at a floor area ratio no greater than 3.0. When developed as a mixed use development, properties may be developed at a maximum density of 15 dwelling units per acre so long as such development:

- Includes a residential component at a minimum density of 6 dwelling units per acre;
- Includes supportive non-residential use at a minimum floor area ratio of 0.15; and
- Is within one-half (1/2) mile of shopping, dining and entertainment, medical services, recreation, and other commonly enjoyed activities and resources which are accessible by safe, multi-modal transportation options that meet the standards established in MOB Policy 1.1.

FLU Policy 2.14: A mixed use development in the Industrial land use designation that complies with FLU Policy 2.12 and that

incorporates vertical integration of residential and non-residential uses in half (1/2) of all buildings may be eligible for a density bonus of up to an additional 10 dwelling units per acre.

RESIDENTIAL CATEGORIES

FLU Policy 2.15: The City shall encourage the availability of housing types for the various stages of life and manage residential land uses in a manner which ensures adequate quantity, affordability, and typologies of housing and land use compatibility. To this end, the City designates sites and residential densities in accordance with the following land use designations. Calculations for density shall be rounded to the nearest whole number.

FLU Policy 2.16: **Low Density Residential**. Properties designated Low Density Residential shall be developed at a density not to exceed 5 dwelling units per acre. Low Density Residential areas shall be intended for development of detached single-family and two-family housing, including accessory dwelling units. New development, redevelopment and infill development shall ensure that residential developments are served by sidewalks and bikeways, internal and local streets engineered for slow, safe motorist travel, have reasonable access to recreation, shopping, dining, schools, and public services, and be buffered from the nuisance effects of higher intensity uses.

FLU Policy 2.17: **Low-Medium Density Residential**. Properties designated Low-Medium Density Residential shall be developed at a density between 5 to 8 dwelling units per acre. Developments in this designation may include single-family detached, townhome, two-family or duplex, triplex, quadplex, cottage courts, courtyard buildings, and, under limited circumstances, live-work unit housing typologies. New development, redevelopment and infill development shall ensure that residential developments are served by sidewalks, bikeways, connect to trails, engineer internal and local streets for slow, safe motorist travel, and should have convenient access to recreation, shopping, dining, entertainment, schools, and public services.

FLU Policy 2.18: **Medium Density Residential**. Properties designated Medium Density Residential shall be developed at a density between 8 to 15 dwelling units per acre. Medium Density Residential areas shall be regarded as areas of moderate density of detached and attached housing. Permitted uses may include single-family units, townhomes, cottage courts, courtyard buildings, zero lot line, cluster homes, multiplex and modular housing and under limited circumstances, small-scale multi-family housing and live-work units. Medium Density Residential areas shall be accessed primarily by collector streets and secondarily by local streets with pedestrian and bicycle paths engineered for slow, safe motorist travel. Developments within this designation shall plan for access to transit, and new developments shall provide amenities including recreation and functional open and civic space and, when appropriate, be scaled for compatibility with existing, adjacent Low Density Residential areas.

FLU Policy 2.19: **High Density Residential**. Properties designated High Density Residential shall be developed at a density between 15 to 20 dwelling units per acre. In High Density Residential areas, it is the City's intent to facilitate urban building layouts that front on and address internal and external streets, including the use of innovative site and multi-modal-oriented designs, varied housing typologies, and sustainable construction techniques, including those described in the Conservation Element and Drainage Sub-Element.

PUBLIC/SEMI-PUBLIC CATEGORIES

FLU Policy 2.20: **Public/Semi-Public Facilities**. The Public/Semi-Public Facilities land use designation is intended for recreational (passive and active), cultural, civic, and non-residential auxiliary uses, such as small restaurants, limited retail, community centers, government buildings, public/private utilities, and similar uses. Development shall not exceed a floor area ratio of 2.0.

FLU Policy 2.21: **Recreation and Open Space**. The Recreation and Open Space designation shall emphasize access and opportunities for passive and active open spaces and facilities that promote healthy active lifestyles for residents and visitors to the community. Development activity shall not exceed a floor area ratio of 0.5.

FLU Policy 2.22: **Conservation and Preservation**. The City recognizes the value of its natural lands in providing wildlife, tree and plant habitats regulating climate, providing recreational and aesthetic amenities, including multi-use trails, and maintaining the balance of natural systems. The City shall ensure that land with a Conservation and Preservation designation, and other natural resources are protected to the greatest extent practicable through the implementation of the land development regulations and processes. Therefore, this designation shall be used for the long-term preservation of environmentally sensitive lands and natural resources. Development within this designation shall be limited to a floor area ratio of 0.1.

FLU Objective 3 - Amending the FLUM: The City shall ensure that land use decisions and development, both public and private, reinforce and improve the identity and quality of life within the City.

FLU Policy 3.1: Amendments to the Future Land Use Map shall be evaluated based on the maximum development potential of the proposed future land use designation and shall demonstrate consistency with the following criteria.

FLU Policy 3.1.a: Adequate transportation and public facilities and services are available to accommodate the projected demand consistent with the adopted level of service standards. If capacity is not available, development agreements shall be executed to ensure that infrastructure facilities and services will be available to accommodate the proposed amendment by or before the build-out of the development.

FLU Policy 3.1.b: The amendment will maximize existing and planned public infrastructure investments. The City shall discourage future land use map amendments that result in land use designations in locations unsuitable or not ready to support the proposed density and/or intensity of development.

FLU Policy 3.1.c: The proposed amendment encourages infill and redevelopment within special areas.

FLU Policy 3.1.d: The proposed future land use designation is compatible with adjacent future land use designations and surrounding land uses, including development intensity, off-site odor, noise, visual, and motorist traffic impacts, and shall consider the character of the undeveloped land, soils, topography, natural resources, and historic resources, (FLU Figure No. 5 and CON Figure Nos. 1-4 within the CON Element) on site as well as the vision of the City for the area in which the proposed amendment is located.

FLU Policy 3.1.e: The proposed amendment furthers the City's economic diversity and fosters the Live Here/Grow Here vision in the Housing Element.

FLU Policy 3.2: Prior to approval of a future land use map amendment, capacity analyses based on the maximum development of the proposed future land use designation shall be provided to evaluate impacts on transportation, utilities and other infrastructure. The determination of the maximum development potential of a site shall utilize the density on the gross land area less land areas that are required to be set aside or protected due to their environmentally sensitive nature, such as wetlands, floodplains, water ways or surface waters and 25-foot upland buffer, and land areas required by policy to be set aside or preserved for open space and buffers.

FLU Policy 3.3: No amendment to the Future Land Use Map shall be approved that encourages, expands or in any way promote the proliferation of urban sprawl, as described by indicators established in Section 163.3177(6)(a)9, Florida Statutes.

FLU Objective 4 - Managing Growth: The City recognizes that enhanced quality of life is essential to retaining residents and attracting visitors to the City. To that end, the City shall develop policies that maintain healthy communities and sustainable neighborhoods, accommodate population growth in a responsible manner, and foster social stability and fiscal responsibility.

FLU Policy 4.1: Development and redevelopment shall be directed to areas where a full range of municipal facilities and services are provided or planned to be provided to effectively and efficiently meet physical, social, and economic needs of the City.

FLU Policy 4.2: The City will update the Land Development Code to provide regulations that achieve quality community development, including provisions for sound urban form and scale, attractive building architecture with pedestrian-oriented building façades and orientation, safe and efficient movement of people and goods, protection of the public realm, and environmental stewardship.

FLU Policy 4.3: Priority shall be given to innovative developments and site designs that provide multi-modal transportation and to street design options that create an attractive public realm, connect the site to the surrounding area, and integrate different yet complementary land uses to reduce vehicle miles traveled and allow residents to live, work and shop in close proximity.

FLU Policy 4.4: To bolster the ability of residents to age in place and live in dignity, the City will provide for the geographic distribution of land uses and municipal facilities, services, programs, and resources in a manner that meets the needs of a growing and diverse population while ensuring that benefits and burdens of growth are shared across the community, including housing, healthy food options, and access to health and community services, shopping, entertainment, and education.

FLU Policy 4.5: The City recognizes the need and importance of lively, inclusive, and safe public spaces. The City will support facilities and programs that make recreational opportunities, pedestrian and bicycle facilities, and gathering spaces accessible for all citizens to enjoy regardless of age and abilities.

FLU Policy 4.6: Recognizing that population growth results in increased transportation demand, the City will develop an Anticipated Right-of-Way Needs Map to clearly depict existing right-of-way and areas where additional right-of-way is needed. New developments along such right-of-way shall be required to dedicate needed right-of-way to the City. When sufficient right-of-way is accumulated, the City shall plan for road improvements that improve transportation

capacity, including modern roundabouts and connecting streets as alternatives to road widening, as well as multi-modal transportation options.

FLU Objective 5 - Growing Sustainably: The City shall strive for innovation and sustainability in site and building design and shall incentivize Low Impact Development (LID) and International Code Council (ICC) Green Building for Residential and Commercial developments.

FLU Policy 5.1: Land use and development decisions shall promote high density, diverse land uses, proximity of essential services, walkability, context-sensitive multimodal transportation, and community programs to ensure residents can access most daily needs, such as food/ groceries, healthcare, schools, parks, and employment within a 15-minute walk or bike ride from their homes.

FLU Policy 5.2: The City shall achieve and maintain an integrated system of connected lakes, wetlands, parks, and trail facilities to encourage the use of alternative transportation options for commuting, shopping, or recreating.

FLU Policy 5.3: The City shall support innovative thinking, planning and engineering principles and practices that are flexible to react to changing market conditions.

FLU Policy 5.4: Development nodes/clusters within one-quarter (¼) mile of arterial or collector corridors shall contain a mix of land uses and verticality.

FLU Policy 5.5: The City shall identify strategies to combat or minimize urban heat island effects and surface level pollutants in order to protect the general health, welfare and safety of residents and visitors.

FLU Objective 6 - Fostering Economic Vitality: The City shall develop strategies and incentives that foster and improve the stability and economic well-being of the City and activate the livelihood of Ocoee's Downtown.

FLU Policy 6.1: The City shall initiate community planning, urban development, and redevelopment strategies that prepare businesses, production facilities, trades, and related activities to withstand negative changes and challenges in the economy and to continue to provide jobs and income to support the community.

FLU Policy 6.2: The City shall provide land uses in sufficient quantities and diversities and in appropriate locations that allow for entrepreneurship and job creation through technology, traditional and craft industries, cooperatives, office/trade hubs, and similar activities.

FLU Policy 6.3: The City shall seek opportunities to increase its economic strength by leveraging programs, land uses, utilities and transportation facilities across the City.

FLU Policy 6.4: The City will provide community amenities and benefits, including but not limited to:

- Public park and recreation improvements, public plazas, benches, pedestrian-scale lighting, wayfinding for motorists and bicyclists, and usable open space;
- Public art or amenities;
- Public parking for motorists and bicyclists;
- Lockers and showers for employees,
- Community gardens, urban agriculture, etc.; and
- Contributions toward community identity.

FLU Objective 7 - Maintaining Healthy Environmental Systems: The City shall develop programs and evaluate land use decisions to support and maintain a healthy environmental system.

FLU Policy 7.1: The City shall discourage the proliferation of urban sprawl by directing or locating growth and development to urban areas, implement cost-effective provision or extension of public facilities and services, and promote walkable, bikeable, and connected communities and compact development with a mix of uses at densities and intensities that support a range of housing choices.

FLU Policy 7.2: The City shall implement through the Land Development Code a Floodplain Management Ordinance that diverts growth away from floodplain areas and promote flood resiliency within the City.

FLU Policy 7.3: The City shall prioritize projects that meet green building standards. The City shall also prioritize and encourage the use of low impact development and other green infrastructure practices to enhance sustainability and implement stormwater management strategies emphasizing use of natural site features and engineering facilities to replicate natural hydrologic patterns and reduce the need for stormwater ponds.

FLU Policy 7.4: The City shall continue to enforce and implement the goals and principles of the Wekiva Study Area Requirements.

FLU Policy 7.5: The City shall identify environmentally sensitive natural resources and ecosystems suitable for protection and actively direct development away from such resources and ecosystems, including aquifer recharge areas, drainage ways, rivers, lakes, riparian zones, wetlands, floodplains, watershed basins, and wellhead protection areas.

FLU Policy 7.6: The City shall strive to reconnect wildlife corridors, migration routes and nesting areas and create opportunities for sanctuaries for species listed as threatened or endangered.

FLU Objective 8 - Innovative Engineering Principles: Through incentives, regulations, and engineering solutions, the City shall ensure that the development and redevelopment of property utilize smart growth policies, resiliency planning, and sustainability principles to reduce flood risk and improve the built environment of the City.

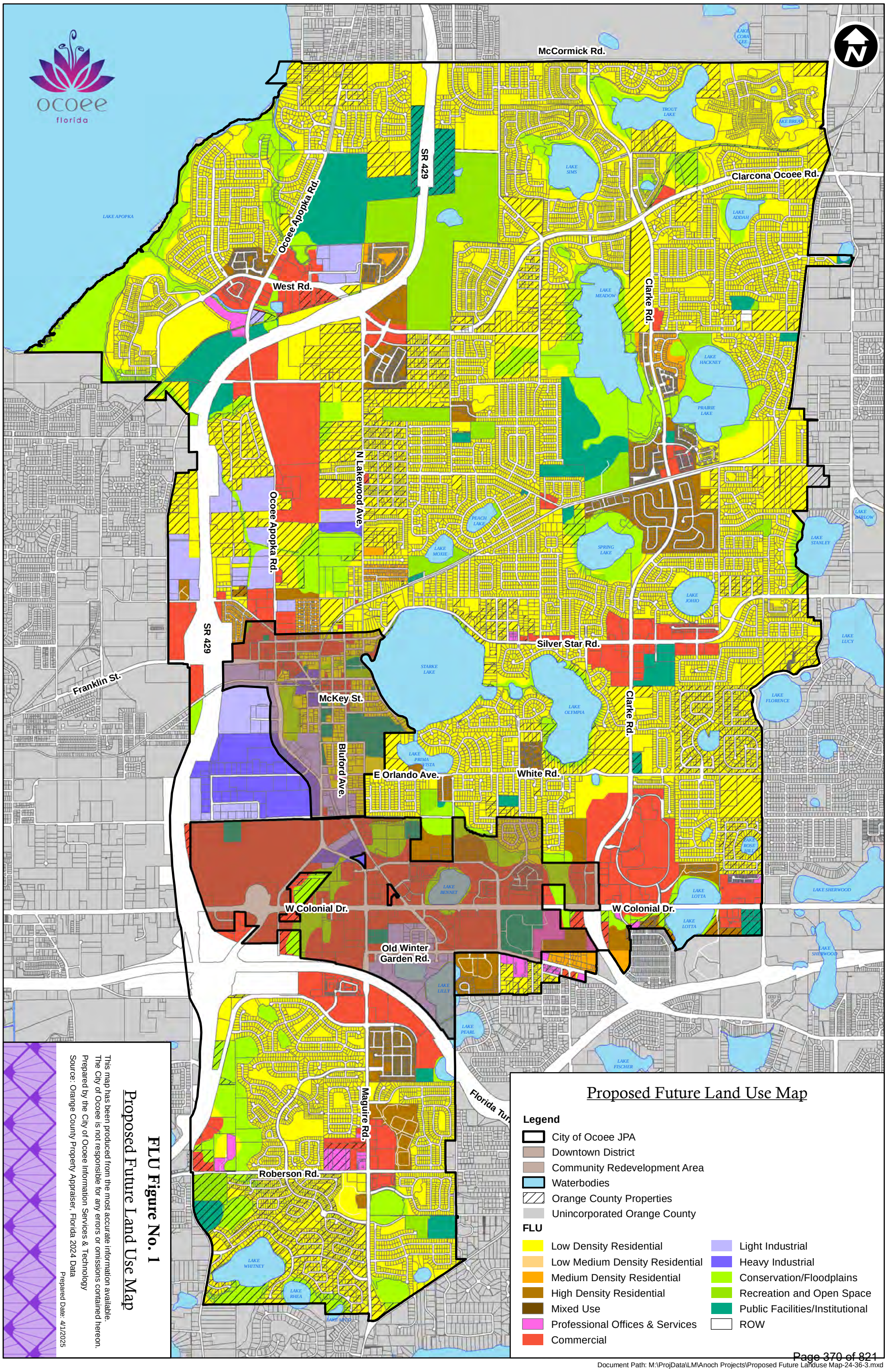
FLU Policy 8.1: The City shall evaluate regulations which ensure that new development minimizes the exposure of population, particularly vulnerable populations, and property to storm and flood damage through implementation of the Floodplain Management Ordinance.

FLU Policy 8.2: City-funded public facilities shall not be built in Special Flood Hazard Areas (SFHA), and the City shall adopt and implement regulations which align with the Florida Building Code to ensure that design and construction ensure the structural integrity of new, existing, and redeveloped buildings.

FLU Policy 8.3: The City shall identify opportunities to reduce density and intensity of existing development in flood zones.

FLU Policy 8.4: The City shall ensure that drainage swales, ditches, stormwater retention areas, and urban conveyance systems are maintained to achieve maximum design capacity and flow, including the conduct of periodic inspections of private drainage systems.

FLU Policy 8.5: The City shall incorporate flood mitigation strategies into landscaping and development standards of the Land Development Code, including providing incentives for elevating the first floor of structures on pilings to allow for parking beneath the structure in locations prone to flooding.



FLU Figure No. 1

Proposed Future Land Use Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Proposed Future Land Use Map

Legend

- City of Ocoee JPA
- Downtown District
- Community Redevelopment Area
- Waterbodies
- Orange County Properties
- Unincorporated Orange County

FLU

- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

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Existing FLU with
Proposed Downtown District Boundary

Proposed Downtown Mixed Use District Boundary

FLU Figure No. 1a

Downtown Mixed Use District

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Downtown Mixed Use District

Legend

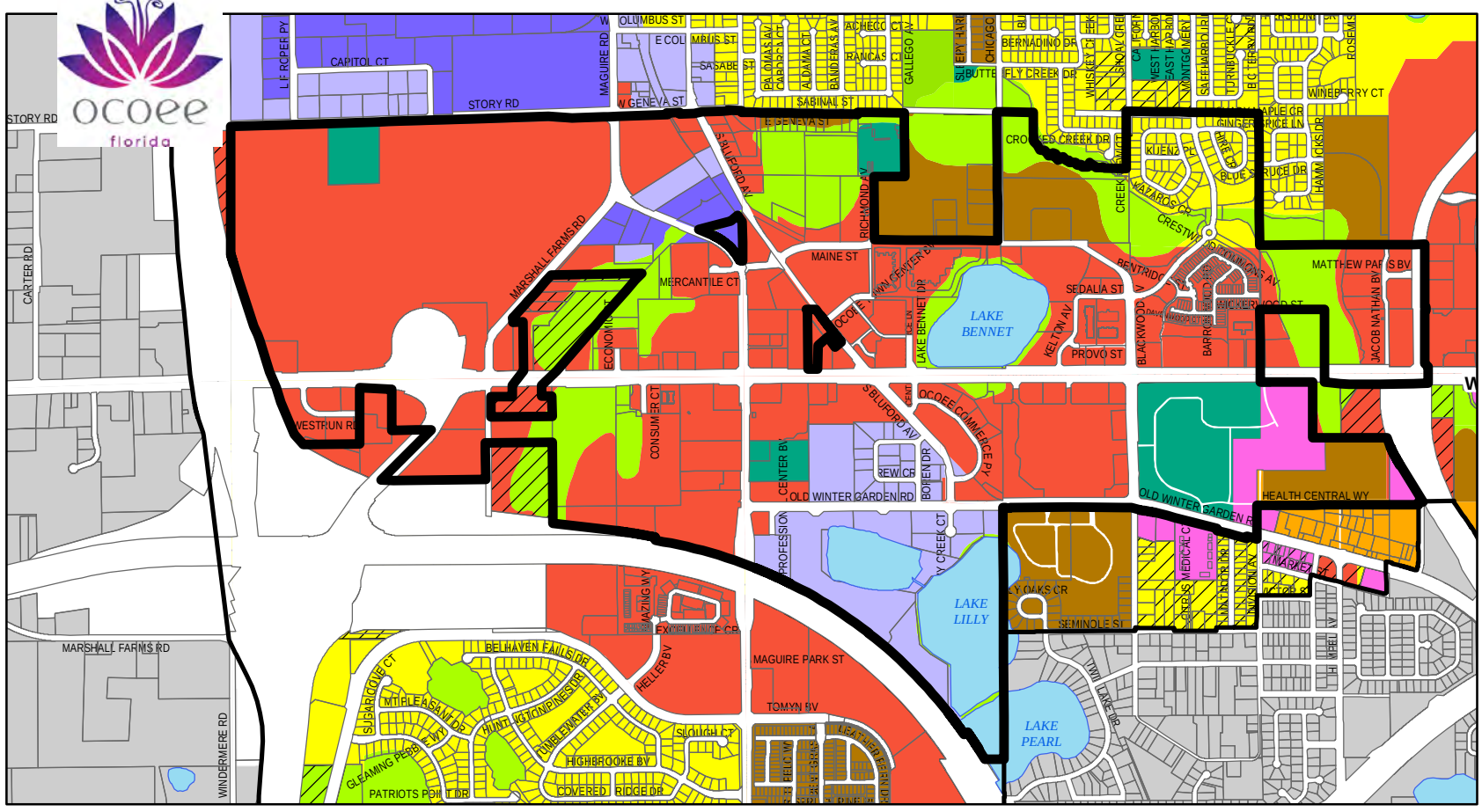
- City of Ocoee JPA
- Orange County Properties
- Downtown District
- Waterbodies
- Unincorporated Orange County

FLU

- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

Document Path: M:\ProjData\LM\Anoch Projects\Proposed Mix Use Downtown.mxd

Existing FLU with
Proposed Community Redevelopment Area Boundary



Proposed Community Redevelopment Area Boundary

FLU Figure No. 1b

Community Redevelopment Area
Mixed Use District

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Community Redevelopment Area
Mixed Use District

Legend

- City of Ocoee JPA
- Orange County Properties
- Community Redevelopment Area
- Waterbodies
- Unincorporated Orange County

FLU

- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

Document Path: M:\ProjData\LM\Anoch Projects\Proposed Mix Use CRA.mxd

ocoee
florida

N

N.T.S.

McCormick Rd.

Ocoee Apopka Rd.

Clarcona Ocoee Rd.

West Rd.

Clarke Rd.

N Lakewood Ave.

Ocoee Apopka Rd.

SR 429

Silver Star Rd.

Franklin St.

McKey St.

Bluford Ave.

E Orlando Ave.

White Rd.

W Colonial Dr.

W Colonial Dr.

Old Winter Garden Rd.

SR 408

Florida Turnpike

Maguire Rd.

Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE BARLOW
LAKE STANLEY
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE BENNET
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
LAKE GEM
LAKE WHITNEY
LAKE RHEA
LAKE MINNIE

FLU Figure No. 2

Existing Land Uses Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Existing Land Uses Map

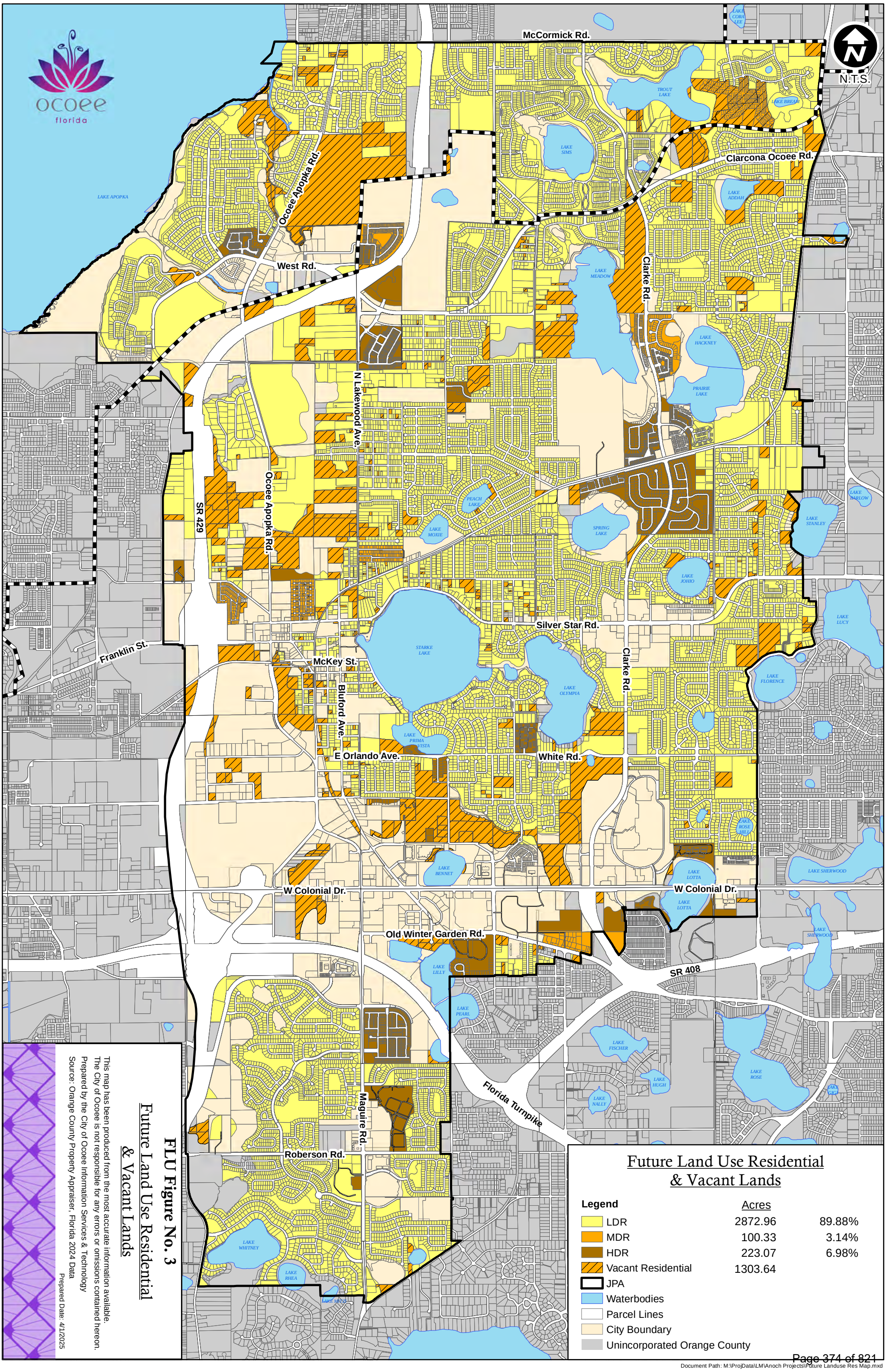
Legend

- JPA
- Parcel Lines
- Waterbodies
- City Boundary
- Unincorporated Orange County

ELU

- Agricultural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Professional Offices and Services
- Light Industrial
- Institutional/Public Facilities
- Recreation and Open Space
- Stormwater Facilities
- Vacant

Document Path: M:\ProjData\LM\Anoch Projects\Existing Landuse Map.mxd



FLU Figure No. 3

Future Land Use Residential & Vacant Lands

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

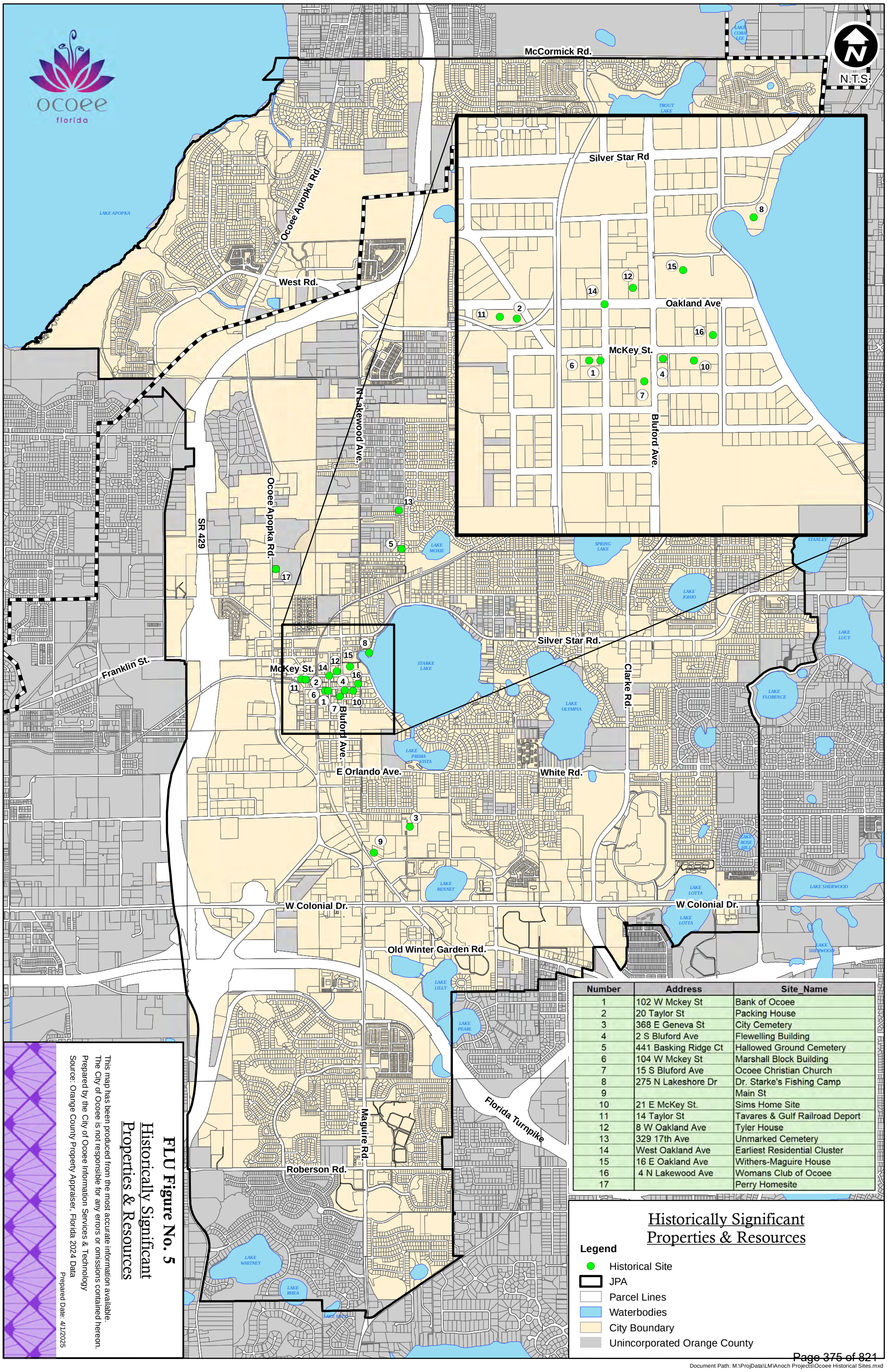
Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Future Land Use Residential & Vacant Lands

Legend	Acres	
LDR	2872.96	89.88%
MDR	100.33	3.14%
HDR	223.07	6.98%
Vacant Residential	1303.64	
JPA		
Waterbodies		
Parcel Lines		
City Boundary		
Unincorporated Orange County		

Document Path: M:\ProjData\LM\Anoch Projects\Future Landuse Res Map.mxd



Number	Address	Site_Name
1	102 W Mckey St	Bank of Ocoee
2	20 Taylor St	Packing House
3	368 E Geneva St	City Cemetery
4	2 S Bluford Ave	Flewelling Building
5	441 Basking Ridge Ct	Hallowed Ground Cemetery
6	104 W Mckey St	Marshall Block Building
7	15 S Bluford Ave	Ocoee Christian Church
8	275 N Lakeshore Dr	Dr. Starke's Fishing Camp
9		Main St
10	21 E McKey St.	Sims Home Site
11	14 Taylor St	Tavares & Gulf Railroad Deport
12	8 W Oakland Ave	Tyler House
13	329 17th Ave	Unmarked Cemetery
14	West Oakland Ave	Earliest Residential Cluster
15	16 E Oakland Ave	Withers-Maguire House
16	4 N Lakewood Ave	Womans Club of Ocoee
17		Perry Homesite

Historically Significant Properties & Resources

Legend

- Historical Site
- JPA
- Parcel Lines
- Waterbodies
- City Boundary
- Unincorporated Orange County

FLU Figure No. 5

Historically Significant Properties & Resources

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Document Path: M:\ProjData\LM\Anoch Projects\Ocoee Historical Sites.mxd

Housing Element

CHAPTER

2

HOUSING ELEMENT

HSG GOAL: THE CITY SHALL CREATE OPPORTUNITIES AND PROGRAMS AND PROVIDE GUIDANCE ON HOUSING RESOURCES IN ORDER TO PROVIDE AN ADEQUATE SUPPLY OF SAFE, AFFORDABLE, AND QUALITY HOUSING TO MEET THE DIVERSE HOUSING NEEDS OF CURRENT AND FUTURE POPULATIONS, INCLUDING THOSE WITH SPECIAL HOUSING NEEDS.

HSG Objective 1 - Attractive City: The City will develop and implement through the Land Development Code a *Live Here, Grow Here* program to make it more attractive for young people to stay in or move to Ocoee and to thrive through the availability of diverse, quality housing options and safe accessibility to schools, jobs, shopping, entertainment, recreation, and personal services via multimodal transportation choices.

HSG Policy 1.1: To ensure the adequate supply of housing to meet diverse housing needs of current and anticipated populations, the City shall conduct biennial assessments of housing demand and housing availability by type, age, value, and monthly cost, and shall map the distribution or location of these housing units in relation to needed facilities, services, and resources.

HSG Policy 1.2: The City will incentivize new, infill, and redevelopment projects that provide quality and diverse housing typologies within one-quarter (1/4) mile of shopping, jobs, entertainment, recreation, personal services, and schools, and where such accessibility is via existing and planned multi-modal transportation options or facilities that meet the adopted level of service standard for such facility.

HSG Policy 1.3: New residential developments shall be designed and constructed in a manner that prioritizes an attractive public realm and that is well-balanced and integrated with the surrounding neighborhood or area.

HSG Policy 1.4: Land use decisions shall consider existing and proposed population demographics and the availability of quality and diverse housing stock to accommodate such demographics.

HSG Policy 1.5: The City shall update the Land Development Code to adopt standards and regulations that promote, support, or stimulate quality communities through sound, time-tested urban and site design principles.

HSG Objective 2 - Protection of Residential Character: The City will protect the character of existing residential areas throughout the city by diverting or discouraging through-traffic, using active code enforcement, and giving priority consideration of residential infill. The City will biennially assess the condition of the City's housing stock and implement regulations and codes, in coordination with the Future Land Use Map, that prevent or eliminate residential blight along major corridors.

HSG Policy 2.1: The City shall eliminate substandard housing units or conditions by developing and implementing regulations and standards within the Land Development Code to address housing quality, aesthetics, and structural soundness as well as lot/parcel aesthetics and upkeep, particularly along key corridors as defined in the Mobility Element and Code.

HSG Policy 2.2: The City shall discourage redevelopment and demolition practices that significantly reduce existing housing stock or result in the displacement of very low-, low-, and moderate-income households, as well as housing for seniors or special populations. Developments that result in the displacement of the elderly or other special populations shall implement a relocation assistance program, approved by the City, before receiving final site plan approval.

HSG Policy 2.3: Whenever possible, the City shall coordinate with the private sector and non-profit organizations to pursue adequate means and methods of upgrading or renovating existing substandard housing to City and Florida Building Code standards when the individual housing owner does not have reasonable capacity to improve the physical condition and aesthetics of such housing.

HSG Policy 2.4: Should the City's Code Enforcement and Fire Division, through inspections and monitoring, identify structures with substandard conditions, the City shall require renovations to correct the substandard conditions to protect public health, safety, and welfare.

HSG Policy 2.5: To minimize impacts to transportation capacity and operations, new residential units shall not have direct vehicular connection and access to arterial roadways and shall instead be accessed by collector or local roadways or grid networks or be accessed by a service road.

HSG Policy 2.6: New residential developments shall utilize grid patterns and shall provide for multiple points of access and connectivity to not focus or direct through-traffic through existing neighborhoods.

HSG Policy 2.7: Dead-end streets shall be avoided wherever possible. When a dead-end street cannot be avoided in order to protect environmentally sensitive natural resources, such street shall be designed as a loop lane around a usable vegetated common area, which features a combination of seating, shade, and open scape, or shall be designed to include an attractive termination within the center of the dead-end, such as a vegetated island park with consideration for a vertical feature such as an obelisk, trellis, or substantial tree.

HSG Objective 3 - Improve Housing Quality and Diversity: The City will make every effort to ensure that every neighborhood within the city has a stable quality of life.

HSG Policy 3.1: The City shall evaluate its existing housing stock and land areas designated for residential developments within the Future Land Use Map and work towards improving housing quality and diversity of housing typologies throughout the city that accommodate the housing needs of residents at every stage of life, including young professionals, first time buyers/renters, newly married/divorced, small/large families, empty nesters, retirees, etc.

HSG Policy 3.1.a: The City will support development of infill on vacant lots for new residential developments that provide quality housing options that blend into the fabric of the community.

HSG Policy 3.1.b: The City will support and promote innovative housing and mixed-use developments that incorporate clustered, zero lot line, and multiplex housing unit types (including stacked and side-by-side duplexes, triplexes, quadplexes, courtyard buildings, cottage courts, townhouses, and live-work units) where such units can be part of an appropriately scaled project, whether new, infill, or redevelopment, can be clustered to generate vibrant and neighborly nodes within the community, or can accommodate a mix of income levels and varying sizes and bedroom compositions. The various unit mixes shall be well-blended within the development, in terms of architectural style, scale, form, accessibility, and distribution, without a visible distinction between the exteriors of market rate units and affordable housing units.

HSG Policy 3.2: The City will incentivize developments, projects, and programs that

serve to revitalize communities and neighborhoods in a manner that enables residents to live active, healthy lives by providing safe and convenient access to multi-modal transportation options, recreation, nutritious food choices, and aging-in-place opportunities through the following strategies.

HSG Policy 3.2.a: The City shall ensure multi-use trails and sidewalks have amenities, such as benches, water, shade trees, and shelter from heat and weather within reasonable walking distances in order to promote walking and bicycling for recreation, commuting to work and school, and as an alternative to driving for short trips near home or work.

HSG Policy 3.2.b: The City shall enhance the safe walkability and ability to ride bicycles throughout the city within both the public realm and private developments, including safe and effective sidewalk systems, multi-use trails, cycle tracks, and other bicycling infrastructure, age- and ability-friendly crosswalks, and standards to bring building entrances close to streets, parking lots, and transit stops.

HSG Objective 4 - Quality Affordable Housing: The City shall ensure the availability of adequate affordable housing sites through the Future Land Use Map and shall implement, through the Land Development Code, standards to support housing diversity and eliminate barriers to affordable housing.

HSG Policy 4.1: The City shall support the provision of adequate housing sites for all residents, including housing for very low-, low- and moderate-income households, through the following policies.

HSG Policy 4.1.a: In addition to the areas designated Medium and High Density Residential on the Future Land Use Map, medium and high-density residential developments shall be permitted within the Downtown Mixed Use, Activity Center, and other Special Planning Areas when such development meets the criteria below.

(1) The development is located on a Complete Street or is on a roadway where the operating bicycle and pedestrian level of stress standard, as defined in the Mobility Element, is currently met.

(2) If the site does not comply with HSG Policy 4.1.a(1), development of the site for affordable or attainable housing shall require or include improvements to the transportation system to bring the bicycle and pedestrian level of stress to the adopted standard. Such improvements shall be the responsibility of the developer.

(3) The scale, form, and design of the development will be well-integrated and balanced with surrounding neighborhoods and areas and will protect the character of existing residential uses. Locations where density is planned to transition to a more intense or dense land use shall be seamless, using strategies such as parking and garages hidden from the street and consistency in setbacks, landscaping, sidewalks, and other infrastructure.

HSG Policy 4.2: To eliminate barriers to affordable or attainable housing, the City will provide development incentive programs and an expedited development review process within the Land Development Code and Permitting Process for qualifying affordable or attainable housing projects.

HSG Policy 4.2.a: The City shall provide specific programs and actions when state or federal funding become available, to partner with private or non-profit sectors to provide opportunities to close gaps in quality housing supply.

HSG Policy 4.2.b: Incentive programs shall include expedited review, approval, and permitting processes to minimize costs and delays.

HSG Policy 4.2.c: The City shall partner with County, private, or non-profit agencies as needed to provide for housing relocation when housing displacement occurs because of City action.

HSG Policy 4.3: The City will prioritize funding of public infrastructure and facilities installation or improvements in areas providing housing to very-low-, low-, and moderate-income households as well as areas providing sites for mobile homes, group home facilities, foster care facilities, or other alternative housing options.

HSG Policy 4.4: Residential developments shall comply with the architectural and site design requirements of the Land Development Code, and affordable housing developments shall be designed in a manner consistent with HSG Objective 3.

HSG Objective 5 - Senior and Special Population Housing: Through Vibrant, Attractive and Inclusive Community, the City will provide a variety of lifestyle and housing choices for senior, elderly, disabled, and other special populations, including residents defined in Section 419.001, Florida Statutes, to live with dignity and age in place in a healthy, active and connected built environment.

HSG Policy 5.1: Residential developments that provide housing for senior, elderly, and other special populations shall be located near shopping, dining and entertainment, medical services, recreation, and other commonly enjoyed activities and services which are accessible by safe, multi-modal transportation options that meet the standards established in MOB Policy 1.1.

HSG Policy 5.1.a: The City shall work with LYNX, Orange County, and MetroPlan Orlando, whenever possible, to identify opportunities to provide affordable, reliable, and efficient public transportation options to service seniors and special population groups.

HSG Policy 5.2: The City shall permit high density developments serving seniors and other special populations in areas where adequate services, facilities, resources, and infrastructure are available to meet the special needs of the elderly and more vulnerable populations.

HSG Objective 6 - Protection and Preservation of Historic Structures and Sites: The City shall ensure the identification, protection, and preservation of its archeological and historic structures and sites for the enjoyment of current and future residents.

HSG Policy 6.1: The City will identify and inventory historically significant housing, buildings, and sites for purposes of preservation, conservation, rehabilitation, and replacement. Treatments shall be performed in a manner that prioritizes the contributing and character-defining features of the historical architecture.

HSG Policy 6.2: Historically significant structures and sites identified by the City at the time of adoption of this Comprehensive Plan include (FLU Figure No. 5):

- Tyler House at 8 W. Oakland Avenue (parcel 17-22-28-6144-02-080)
- Withers-Maguire House at 16 E. Oakland Avenue (parcel 17-22-28-6144-02-061)

- Ocoee Christian Church at 15 S. Bluford Avenue (parcel 17-22-28-6144-03-840)
- Tavares & Gulf Railroad Depot at 14 Taylor Street (southern part of parcel 17-22-28-6144-01-060)
- Bank of Ocoee at 102 W. McKey Street (parcel 18-22-28-0744-00-011)
- Marshall Block Building at 104 W. McKey Street (addressed as 104-114 W. McKey Street) (parcel 18-22-28-0744-00-020)
- Flewelling Building at 2 S. Bluford Avenue (addressed as 6,8,10 S. Bluford Avenue) (parcel 17-22-28-5504-03-091)
- Packing House at 20 Taylor Street (northern portion of parcel 17-22-28-6144-01-060)
- Women's Club of Ocoee at 4 N. Lakewood Avenue (parcel 17-22-28-5504-04-130)
- Site of Dr. Starke's Fishing Camp at 275 N. Lakeshore Drive (the southern peninsular portion of 17-22-28-5468-00-051)
- Sims Homesite at 21 E. McKey Street (western portion of parcel 17-22-28-5504-03-190)
- Maine Street between S. Bluford Avenue and existing Maine Street (existing right-of-way)
- West Oakland Avenue – one and a half blocks west of North Bluford Avenue (parcels 17-22-28-6144-02-080, 17-22-28-6144-02-090, 17-22-28-2873-00-030, 17-22-28-6144-03-070, 17-22-28-6144-03-050, 17-22-28-6144-03-030)
- Perry Homesite at approximately 529 Ocoee Apopka Road (at or close to parcel 18-22-28-0000-00-083)
- City Cemetery at 368 E. Geneva Street (parcel 20-22-28-6141-01-000)
- Cemetery "Hallowed Ground" at 441 Basking Ridge Court (parcel 08-22-28-0000-00-035)
- Unmarked Cemetery at 329 17th Street (parcel 08-22-28-0000-00-036)

HSG Policy 6.3: The City shall endeavor to promote the protection of historically significant structures and sites and to encourage proper care and maintenance of such structures and sites.

HSG Policy 6.3.a: The City shall ensure that repair, restoration, expansion, rehabilitation, and preservation of historically significant structures follow best practices, such as The Secretary of the Interior's Standards for the Treatment of Historic Properties, and are conducted in a manner that do no harm or cause a loss of integrity to such structures, including protection of character-defining features and in-kind replacement of any non-salvageable historic building fabric.

HSG Policy 6.3.b: The City shall ensure that development activity adjacent to historically significant properties shall utilize measures to protect and to leave undisturbed archaeological remains, such as cemeteries, or underground building elements, including foundations. Such protections shall include limiting the use of pile driving activities that cause sub-surface vibrations and avoiding alteration of grading that causes erosion and drainage on or to the historic property.

HSG Policy 6.3.c: The City shall include in the Land Development Code standards and regulations to protect the exteriors of historic structures and sites and to establish procedures for the redevelopment and change of use of the property.

HSG Policy 6.4: The City shall promote the protection of historically significant structures and sites as a means of educating about Ocoee's history.

HSG Policy 6.4.a: The City will maintain, periodically update as needed, and make public the inventory of historically significant properties as a publicly accessible repository.

HSG Policy 6.4.b: The City will endeavor to work with property owners and with public or private funds to plan and install historic markers as part of a program identifying historically significant properties or to replace missing markers from an earlier marker program. Such marker program shall provide information on key figures, events, and associations that deem the properties significant.

HSG Policy 6.5: The City shall endeavor to assist owners of historically significant properties by providing information and resources for funding preservation-related restoration, rehabilitation, and repair projects.

HSG Policy 6.5.a: The City will aid in or encourage the utilization of state or federal tax relief initiatives or grant programs for property owners who preserve, restore, or rehabilitate historically significant properties and cultural resources.

HSG Policy 6.5.b: The City will encourage public and private investment in Ocoee's historically significant properties and cultural resources.

HSG Policy 6.6: The City shall continue to make available or to endeavor to make available to the public any city-owned historically significant properties, when feasible and safe, such as for event rental space or open park space.

HSG Policy 6.7: The City will promote the preservation, rehabilitation, and restoration of historically significant structures as a sustainable practice of development.

Recreation & Open Space Element

CHAPTER

2

RECREATION AND OPEN SPACE ELEMENT

REC GOAL: THE CITY SHALL ENSURE THE COORDINATED PROVISION OF A COMPREHENSIVE, ACCESSIBLE, INCLUSIVE, AND SUSTAINABLE PARK, AND RECREATION SYSTEM THAT ENHANCES THE HEALTH, WELLNESS, AND OVERALL WELLBEING OF PEOPLE OF ALL AGES AND ABILITIES.

REC Objective 1 - Developing A Well-Planned Comprehensive System: Quality parks, recreational areas, trails, and civic open space that are close to home are essential to the community's overall health and well-being. Recreational activities and programming are vital to childhood development and serve to unite and strengthen the community. Parks and adaptable infrastructure make the city more resilient when confronted by natural disasters and climate impacts. Trails, infrastructure for safe bicycling including bike lanes and cycle tracks, and safe pedestrian-ways connect the community while increasing options for healthy activity. Therefore, the City shall provide a *comprehensive system* of parks, recreation facilities, trails, bicycling infrastructure, and civic open spaces that meet the demands of current and future residents. (REC Figure Nos. 1, 2, 3, 4, & 7)

REC Policy 1.1: The City will use the National Recreation and Parks Association's (NRPA) Park Metrics tool to evaluate the City's performance as it relates to parks per population, acres of parkland per 1,000 population, and the number of specific recreational facilities per population. The information is presented in NRPA's Annual Agency Performance Review.

REC Policy 1.1.a: The City will participate in NRPA's Park Metric Program by annually entering and updating information about the City's Parks, Recreation, Trails, and Civic Open Space System.

REC Policy 1.1.b: The City of Ocoee's adopted level of service (LOS) shall be 8 acres of parkland, civic open space per 1,000 residents. The City will strive to meet NRPA's median level of service for parkland per 1,000 residents by 2045. This is currently 10.2 acres per every 1,000 residents.

REC Policy 1.1.c: The City shall strive to meet the median number of parks per population as presented in NRPA's Annual Agency Performance Review. This is currently one (1) park for every 2,062 residents for municipalities between the population range of 20,000 and 49,999. This number changes to one (1) park per every 2,346 residents for the projected population of 74,000 in 2045.

REC Policy 1.2: The City shall update Ocoee's 2001 Parks and Recreation Master Plan, to include trails and civic open space as well as meet contemporary recreational standards no later than three (3) years from this Comprehensive Plan adoption. This document should be updated every five (5) years.

REC Policy 1.2.a: Each Parks, Recreation, Multi-Use Trails, and Open Space Master Plan Update (the "Master Plan Update") shall include an assessment of city facilities, as well as private parks, civic open spaces, and recreation facilities located in Planned Unit Developments (PUD) and multifamily complexes. This assessment should include the quality of experience and overall condition of existing facilities.

REC Policy 1.2.b: Existing number of public recreation facilities by type (baseball fields, sport courts, community centers, swimming pools, etc.) will be compared to national standards for the median population served.

REC Policy 1.2.c: Include an updated site plan (if applicable) for every existing site/facility. If deemed appropriate, a new

concept plan should be prepared to show the redevelopment of the site, including costs and phasing to be incorporated into the Parks and Leisure Services Department's capital budgeting.

REC Policy 1.2.d: Provide prototypical designs for each park classification; including civic space, which may consist of pocket parks, squares, natural areas, greenbelts, plazas, and playgrounds, as well as neighborhood parks, community parks, regional parks, and nature parks to guide future park development. Specialty parks do not need a prototypical design since each specialty park is unique based on a single activity or resource.

REC Policy 1.2.d(1): Perform an assessment of recreational programming and activities and include recommendations regarding the future provision and evaluation of recreational programming and activities.

REC Policy 1.2.d(2): Complete an assessment and include recommendations for ensuring there are safe routes to parks from surrounding neighborhoods.

REC Policy 1.2.d(3): Perform an assessment of the Trust for Public Land's (TPL) "10-minute Walk for Park Equity Policy Framework" and its applicability within the city. (REC Figure Nos. 5 & 6)

REC Policy 1.2.d(4): Recommend language to be incorporated into the City's Land Development Code regarding the quality and level of parks, recreation, trails, civic open spaces, and open spaces within private residential developments.

REC Policy 1.2.d(5): Prepare funding strategies including but not limited to grants, foundations, increment revenue, impacts fees, and general fund.

REC Policy 1.3: Based on the 2020 "Building Community with Parks, Recreation & Trails Community Engagement Report," the City will employ a similar community survey instrument to assess and gauge community recreational needs every five (5) years concurrently with updating the Parks, Recreation, Trails, Civic Open Space Master Plan. Furthermore, when redeveloping existing parks and planning new parks, the City should meet with residents and the Recreation Advisory Board for their input. Meetings could include workshops, pop-up events, presentations to Homeowner Associations and other involvement or outreach activities.

REC Policy 1.4: The City shall actively pursue the acquisition of available land for future parks and trails in concert with the standards and priorities established in the Ocoee Parks, Recreation, Trails and Civic Open Space Master Plan Update, including the adopted level-of-service standard(s). The following issues should be considered before acquiring parkland and trail corridors:

- The distribution of parks and trails (REC Figure Nos. 2,3,4, & 7),
- Locations near other public facilities, where possible,
- The ability to maximize access and safety, including opportunities to expand, connect to, and close gaps in trail networks, and
- Compatibility of adjacent land uses.

REC Policy 1.5: Implementing green infrastructure is key to creating new parks, trails, and open spaces. Parks and civic open spaces can be incorporated into municipal infrastructure such as stormwater ponds. Trails, bike lanes, and cycle tracks can be integrated into roadway projects, and pocket

parks can be nestled within rights-of-way and/or common areas. The Parks and Leisure Services Director will work closely with other departments, including Public Works and Utilities, as well as other agencies and organizations, to pursue the addition of parks, recreation, trails, and civic open spaces as an element of infrastructure projects.

REC Policy 1.6: Park and open space sites shall not be converted to non-park uses except where the City Commission finds such conversion essential to protect public health, safety, and welfare. Where there is a reduction in area or facility capacity because of a conversion, additional facilities necessary to restore and exceed lost park capacity shall be provided within one (1) year. Should a conversion be unavoidable in a conservation area within the parks system, the mitigation will follow the standards set forth in the Conservation Element and the Land Development Code.

REC Policy 1.7: The City will offer a variety of recreational activities in connection with parks and civic open space sites, by providing for (but not limited to) passive recreation, active recreation, supervised recreational activities, drop-in recreation, organized youth and adult sports, and special organized events and festivals.

REC Policy 1.8: The City shall avoid duplication when providing services and take into consideration the availability of other resources before developing new facilities, including private, county, and state parks, and open space facilities.

REC Policy 1.9: The City cannot fiscally or administratively supply all of the recreation, trails, and civic open spaces to meet future demands and, therefore, will require private development to continue to provide and/or fund the development and construction of recreational amenities, trails, and civic open spaces as prescribed by this Comprehensive Plan and the City's Land Development Code.

REC Policy 1.9.a: The City will continue to require residential developments to provide and/or maintain private neighborhood and community recreational facilities and civic open spaces, which are safely accessible to their residents.

REC Policy 1.9.b: Private development, including commercial and mixed-use developments, should integrate civic open spaces. Civic open spaces are defined as a space usually between 0 and 2.5 acres that has public access and may contain such facilities as landscaped areas, pocket parks, plazas, squares, areas to sit, community gardens, small playgrounds, green infrastructure like rain gardens, bioswales, tree boxes, ponds, and natural areas.

REC Policy 1.9.c: The City's Land Development Code requires residential development to provide and maintain common open space. No area shall be accepted as common open space unless it satisfies the following standards.

- Common open space shall be dedicated to and be accessible to and usable by all residents of the residential development or specific phase thereof.
- Common open space shall be suitably improved so that it is an amenity for its intended use. Such use may include aesthetic (*i.e.*, gardens, plazas, squares, enhanced landscape areas, and fountains with public access), trails and pathways, greenbelt buffering, or recreational facilities (i.e., swimming pools, splashparks, field and sport courts, playgrounds, fit-trails or exercise equipment).
- No building should be constructed on lands defined as common open space

unless it is for recreational purposes or supports maintenance or user comfort (*i.e.*, pavilions, restrooms, bathhouse, gazebos).

- When practicable, stormwater ponds should be treated as an amenity within open space, with adjacent trails, bridges, and water features.
- Common open space shall be maintained by the Homeowners Association (HOA) or Property Owners Association (POA) for that specific development.

REC Policy 1.9.d: Provide for the protection of open space and conservation areas while protecting these areas from incompatible land use and wherever possible allowing these areas to remain functionally intact. The City shall use the Land Development Code to address the protection of conservation areas, native vegetation, and buffers in accordance with the provisions in the Conservation Element.

REC Policy 1.10: The City will encourage public participation in park and recreational planning through the Recreation Advisory Board and at public forums, special events, and workshops.

REC Objective 2 - Health and Wellbeing: The City shall promote active and healthy lifestyles of all ages and abilities by offering facilities, programs, and services through the City's Parks and Leisure Services Department and/or through private enterprise or development.

REC Policy 2.1: The City will use tools such as a Health Impact Assessment (HIA) to evaluate localized health trends when planning facilities, programs, activities, and special events offered by the Parks and Leisure Services Department. Such data can be acquired through organizations like Healthy West Orange, Orlando Health, Advent Health, MetroPlan Orlando, and the Florida Department of Health-Orange County.

REC Policy 2.2: The City will work with appropriate agencies and organizations to deliver effective programming and special events that boost physical activity, promote family-centric health and wellness, and expose residents and visitors to nature.

REC Policy 2.3: The City will look for opportunities to increase indoor and outdoor intergenerational play opportunities in a manner that stimulates childhood development while keying into an adult's idea of health and wellness.

REC Policy 2.4: The City will strive to help reduce obesity and the incidence of chronic disease by providing opportunities to increase rigorous physical activity in a variety of forms, and address the needs of different age groups, as dictated by local health trends.

REC Policy 2.5: The City will provide opportunities for its residents to connect with nature in a way that increases the sense of well-being, improves mental health, and elevates a person's environmental awareness and appreciation.

REC Policy 2.6: The City will aid in reducing childhood hunger by increasing access to nutritious food through before school, after school, and summer programs.

REC Policy 2.7: The City will work with local health organizations to offer nutritional and wellness educational classes at City facilities and special events.

REC Policy 2.8: The City will, in partnership with residents, identify "food deserts" within the city, where access to healthy food options, especially fresh fruits and vegetables, is limited or non-existent due to the absence of a grocery store within a convenient traveling

distance. The City will evaluate and help establish, if interest and available land exists, a community gardens program in any food deserts.

REC Objective 3 - Access, Accessibility & Connectivity: Promote the diversity of recreational participants through developing and maintaining accessible, inclusive, and welcoming facilities, programs, events, and services. This includes optimizing accessibility between trails and adjacent land uses in a manner that stimulates trail activation and integration while also ensuring privacy, safety, and security between trail users and adjacent land uses. (REC Figure No. 7)

REC Policy 3.1: The City shall strive to meet the standard set forth by the Trust for Public Land that every resident shall have access to a quality park or green space within a 10-minute walk from their home. The City shall assess the locations of parks and green space in relation to residences and determine whether the City meets the standard. If not, then the City shall strive to meet this standard no later than 2045. To achieve this standard, the City may count private and not-for-profit providers of parks, civic open space, and recreational facilities. (REC Figure Nos. 5 & 6)

REC Policy 3.2: Handicap parking facilities and bicycle racks shall be provided at all parks, recreation, trailheads, and open space sites. Priority for bicycle racks shall be given to locations sheltered from the rain and elements.

REC Policy 3.3: Recreation, parks, trails, and civic open space programs, activities, facilities, and services shall be reasonably accessible to the elderly, handicapped, and economically disadvantaged.

REC Policy 3.4: The City shall optimize access between trails and compatible, adjacent land uses while minimizing and addressing potential conflict points caused by trail crossings and connections. For example, stop signs, Rapid Rectangular Flashing Beacons ("RRFBs"), and HAWK signals can be directed to oncoming motorists

REC Policy 3.5: The City shall route future trails adjacent to or through existing and planned parkland and other appropriate public spaces. Parks adjacent to trail corridors shall include internal multipurpose path networks. (REC Figure No. 7)

REC Policy 3.6: The City shall preserve or establish a natural canopy to improve the trail user experience by planting shade trees.

REC Policy 3.7: The City shall work closely with the Healthy West Orange Trails Connection to implement the regional trails activation plan. This includes participating as a voting member of the Healthy West Orange Trails Connection Steering Committee and providing support to one or more of the technical committees.

REC Policy 3.8: New multipurpose paved trails should be developed to serve the needs of pedestrians, cyclists, and skaters within the City. (REC Figure No. 7)

REC Policy 3.9: Working with the County, the City should promote and develop connections to the West Orange Trail from neighborhoods, parks, and civic open space sites.

REC Policy 3.10: The City, where possible, shall provide for a system of off-road connections between historic, recreational, and residential areas.

REC Policy 3.11: The City shall work to establish Downtown trails as shown in the Ocoee Downtown Master Plan and MetroPlan Orlando's Silver Star Complete Streets Plan.

REC Policy 3.12: The City shall prioritize sidewalk improvements that create or improve pedestrian access and safety, as well

as those that connect City parks and civic open spaces to neighborhoods, schools, institutional uses, and commercial areas.

REC Policy 3.13: Employ complete streets strategies to enable safe access for all users, including bicyclists and pedestrians, on roadways leading to parks, recreation, and civic open space locations.

REC Objective 4 - Facility Planning & Development: Plan, design, build, and maintain attractive, safe, accessible and sustainable parks, recreation facilities, trails, and civic open spaces that are resilient through the integration of green infrastructure and practices.

REC Policy 4.1: The City shall create a coordinated and consistent appearance of parks, recreation, and trail facilities, including wayfinding and park signage. Bicycle wayfinding signs are appropriate on multi-use trails, bike lanes, and cycle tracks at decision points and trailheads. Such signs should emulate the Portland format of showing distance and estimated time to destination at a 10-mph recreational speed.

REC Policy 4.2: To the extent possible, the City should eliminate architectural and cultural barriers in existing parks and recreation facilities; and employ universal design and green building techniques in the planning, design, and implementation of the City's new and redeveloping parks, recreational facilities, trails, and civic and open spaces.

REC Policy 4.3: The City shall employ nature-based solutions in park development and management to include such things as; conserving and restoring natural systems, increasing and integrating biodiversity adjacent to recreation facilities, planting native plants as pollinators, using low impact development (LID) and green stormwater techniques including, rain gardens, bioswales, the removal of invasive fauna and flora, and restoration of natural areas.

REC Policy 4.4: Parks shall be located near or collocated with public elementary and middle schools, libraries, community centers, and similar public facilities where the needs of such other facilities are compatible and permittable.

REC Policy 4.5: The City shall ensure that all park and recreational facilities meet the most current Consumer Product Safety Commission Park Safety guidelines and Americans with Disabilities Act accessibility standards.

REC Policy 4.6: Crime Prevention through Environmental Design (CPTED) techniques and assessments should be employed when evaluating existing recreational and trail facilities and planning new ones.

REC Policy 4.7: Parks, recreational facilities, trails, and civic open spaces shall be maintained in a manner which promotes a safe, clean, orderly, and aesthetically pleasing environment.

REC Policy 4.8: The City shall build and maintain nature trails within City parks and conservation areas. Nature trails can be paved or unpaved. They should be built to accommodate pedestrians in a manner that heightens environmental sensitivity but not to the detriment of the natural resource. Interpretative signage and programs should be employed to increase the public's environmental awareness and sensitivity.

REC Objective 5 - Resource Management, Sustainability & Stewardship: The City will encourage the conservation, sustainability, and protection of Ocoee's natural, historical, and cultural resources.

REC Policy 5.1: Staff will be trained to manage and maintain the different park types and facilities. Training will include developing and maintaining a manual of best practices. Staff

will be encouraged to enhance their training through such sources as the Florida Recreation and Parks Association, National Recreation and Parks Association, irrigation and ground management workshops, and other training opportunities, as needed.

REC Policy 5.2: A Management Plan will be prepared for each City Park, trail, and recreational facility. The Management Plan will address standard maintenance activities and management methods for the natural resources on site.

REC Policy 5.3: The City shall employ efficient resource management techniques in order to conserve water and energy at parks, recreation facilities, multi-use trails and civic open spaces. The City may offer and facilitate educational activities, events, and information to increase energy conservation practices by residents.

REC Policy 5.4: The City shall ensure that historic sites located in parks, recreational, civic open spaces are preserved, restored, and held inviolate against diversion to other uses except in instances of overriding public need, such as natural disasters.

REC Policy 5.5: Public access to City parks shall be strategically located to protect and ensure the integrity of existing natural features.

REC Policy 5.6: The City may acquire, preserve, and maintain natural areas to protect open space, wetlands, sensitive natural habitats, effective aquifer recharge areas, lakes, floodplains, special flood hazard areas, and natural vegetation from development and incompatible land uses. If natural resources can accommodate the public without greatly disturbing the natural system, the sites can be developed and managed as a Nature Park.

REC Policy 5.7: The City may offer environmental education activities, events, and information at City parks and at other facilities to increase the community's environmental awareness.

REC Policy 5.8: Open space in parks shall be maintained to protect and preserve natural features, aquifer recharge areas, and sensitive natural habitats, and to provide passive recreation opportunities and public access to lakes and water bodies.

REC Policy 5.9: The City shall enhance the recreational potential and aesthetic appeal of lakes, creeks, floodways, utility easements, stormwater ponds, and wetlands, where possible.

REC Policy 5.10: Community access to shorelines shall be required for all shoreline or adjacent development. The City shall encourage public access and exposure to lakes, significant physical features, and natural open space.

REC Objective 6 - Financial Planning and Funding: The City shall provide parks, recreational facilities, trails, and open spaces in an economically efficient manner.

REC Policy 6.1: The City shall, on an annual basis and prior to preparation of the annual budget and capital improvement program, review the need for new recreation sites and facilities and the need for improvements, repairs, and general preventative maintenance at existing City parks, recreational facilities, trails, and civic and open space facilities. The analysis shall be directed toward maintaining a system of recreational sites and facilities, which is responsive to user needs, serves all areas of the City, and is accessible to residents and visitors.

REC Policy 6.2: The City shall include funds for the acquisition, development, and maintenance for City parks, recreational facilities, trails, and civic open space in its

annual Capital Improvement Program and Operating Budget.

REC Policy 6.3: The Parks and Leisure Services Department will use available tools, such as the Florida Recreation and Parks Association's Impact Calculator to demonstrate the City's economic benefit in providing a quality and comprehensive parks and recreation system.

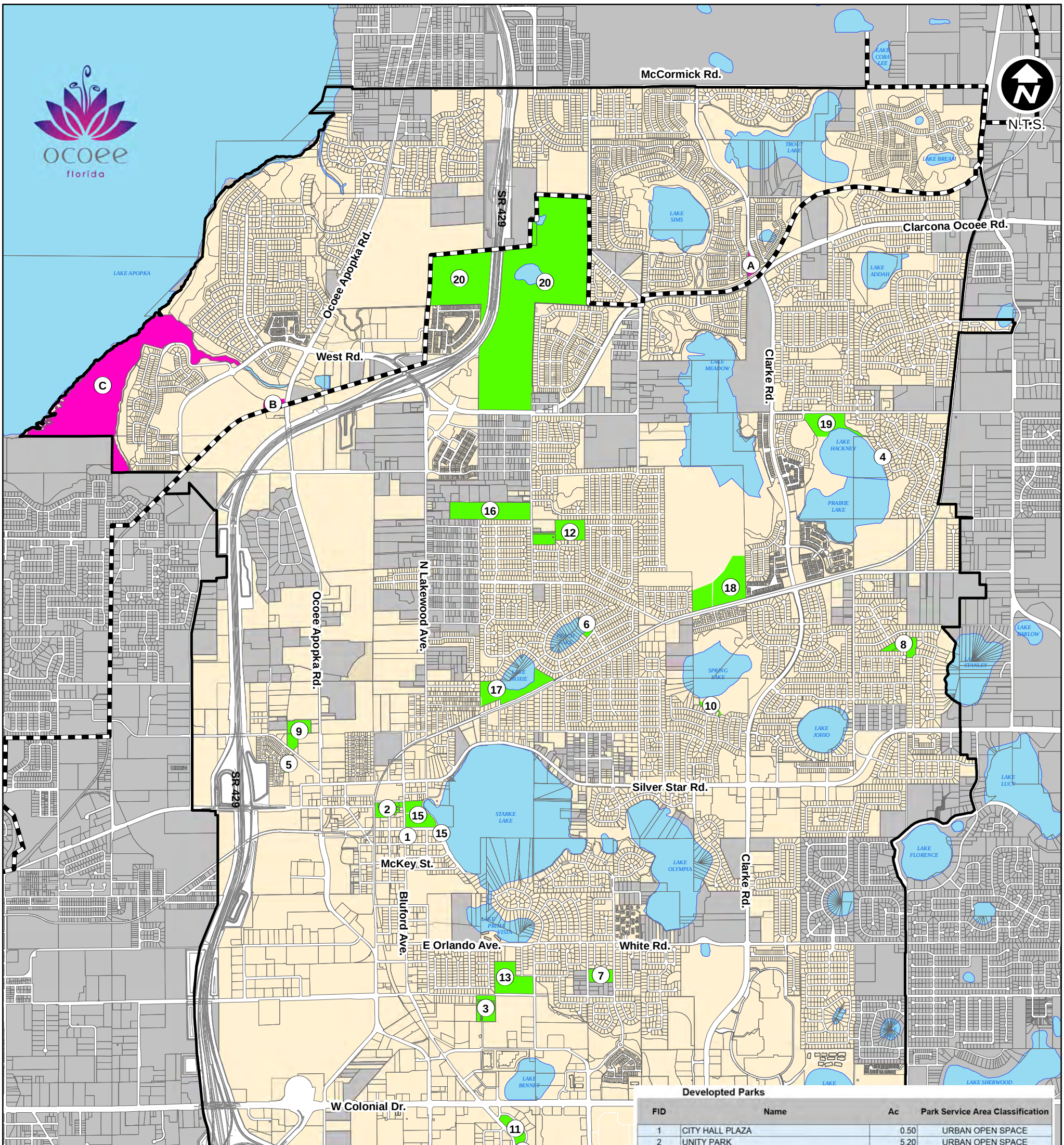
REC Policy 6.4: The City shall pursue funding assistance for parks, recreation, multi-use trail, and open space facilities through local, County, State, and Federal assistance programs and grants.

REC Policy 6.5: The City shall work to obtain funding to identify and preserve historical/cultural sites throughout the city.

REC Policy 6.6: The City shall pursue adequate funding to preserve, maintain, and enhance existing parks, recreation facilities, trails, and open spaces.

REC Policy 6.7: The City shall continue to administer the Recreational Parks Facilities Impact Fee to provide for the elimination of future parks recreation, trails and open space deficiencies. The recreation impact fee assessment shall be conducted at least every five (5) years to coincide with the Master Plan Update.

REC Policy 6.8: Developer incentives, impact fee credits, density transfers, and tax incentives shall be used to facilitate the acquisition and development of City parks, recreational facilities, trails, and civic open spaces identified in the updated Parks, Recreation, Trails and Civic Open Space Master Plan.



Developed Parks

FID	Name	Ac	Park Service Area Classification
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE
2	UNITY PARK	5.20	URBAN OPEN SPACE
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK
9	PALM PARK	6.80	NEIGHBORHOOD PARK
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK
12	BOB SORENSON PARK	12.60	COMMUNITY PARK
13	TIGER MINOR PARK	14.16	COMMUNITY PARK
14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK
15	BILL BREEZE PARK	16.74	COMMUNITY PARK
16	VIGNETTI PARK	20.04	COMMUNITY PARK
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY
	TOTAL:	371.62	

Undeveloped Parks

FID	Name	Ac	Park Service Area Classification
A	WEST ORANGE TRAIL TRAILHEAD	1.69	NEIGHBORHOOD PARK
B	CROWN POINTE TRAILHEAD	1.87	URBAN OPEN SPACE
C	LAKE APOPKA NATURE PARK	99.20	NATURE PARK
	TOTAL:	102.77	

Existing & Future City Parks

Legend

- West Orange Trail
- City of Ocoee JPA
- Waterbodies
- Undeveloped Parks
- Developed Parks
- City Boundary
- Unincorporated Orange County

REC Figure No. 1

Existing & Future City Parks

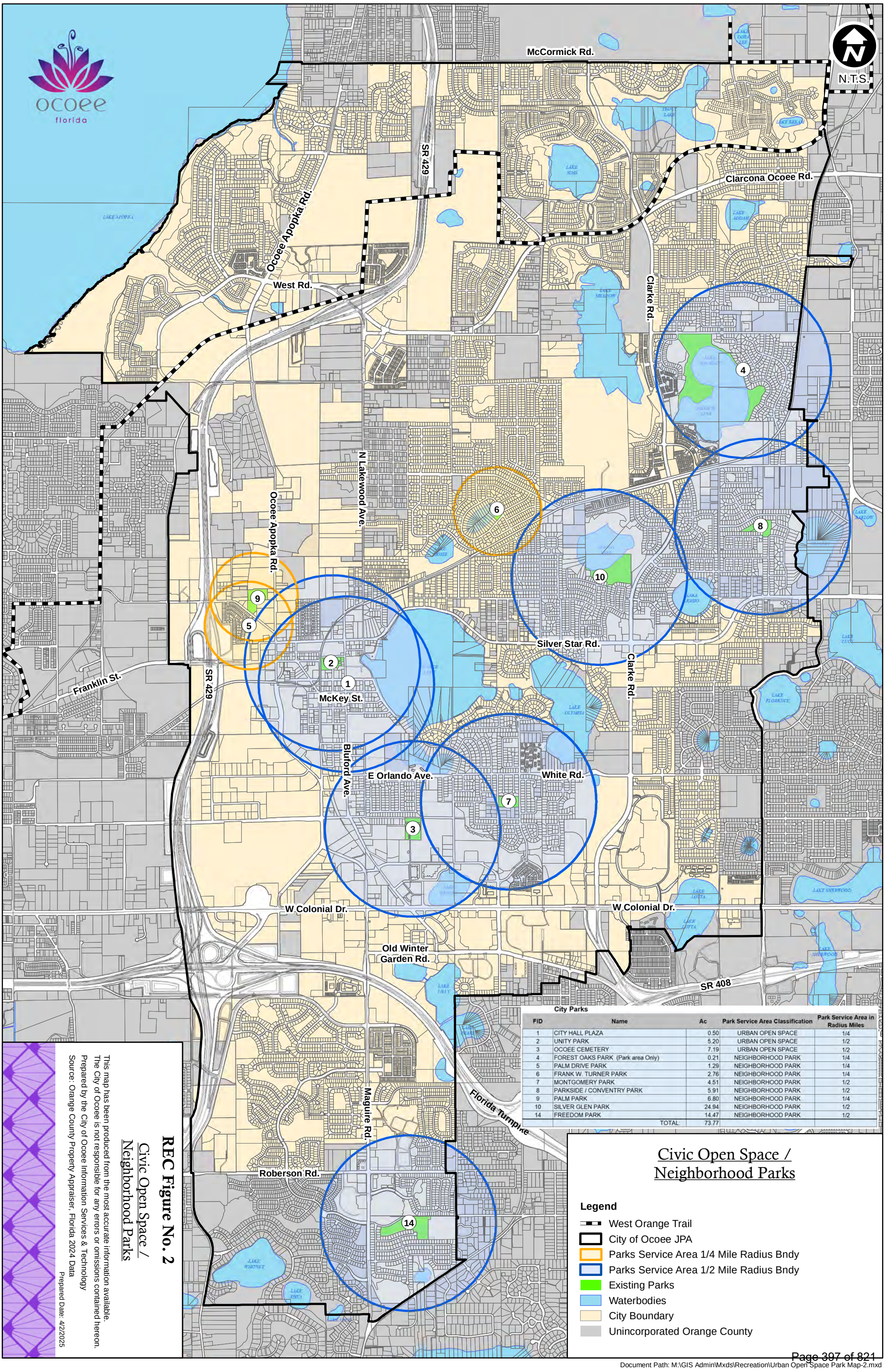
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Future City Parkland.mxd



City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE	1/4
2	UNITY PARK	5.20	URBAN OPEN SPACE	1/2
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE	1/2
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK	1/4
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK	1/4
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK	1/4
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK	1/2
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK	1/2
9	PALM PARK	6.80	NEIGHBORHOOD PARK	1/4
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK	1/2
14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK	1/2
	TOTAL:	73.77		

Civic Open Space / Neighborhood Parks

Legend

- West Orange Trail
- City of Ocoee JPA
- Parks Service Area 1/4 Mile Radius Bndy
- Parks Service Area 1/2 Mile Radius Bndy
- Existing Parks
- Waterbodies
- City Boundary
- Unincorporated Orange County

REC Figure No. 2

Civic Open Space / Neighborhood Parks

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Urban Open Space Park Map-2.mxd

ocoee
florida

N.T.S.

McCormick Rd.
SR 429
Ocoee Apopka Rd.
Clarcona Ocoee Rd.
West Rd.
Clarke Rd.
N Lakewood Ave.
Silver Star Rd.
McKey St.
Bluford Ave.
E Orlando Ave.
White Rd.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Florida Turnpike
Maguire Rd.
Roberson Rd.

20 20 19 16 12 18 17 15 15 13 11 11

City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK	1
12	BOB SORENSON PARK	12.60	COMMUNITY PARK	1
13	TIGER MINOR PARK	14.16	COMMUNITY PARK	2
15	BILL BREEZE PARK	16.74	COMMUNITY PARK	2
16	VIGNETTI PARK	20.04	COMMUNITY PARK	1
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK	2
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK	2
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY	Citywide
	TOTAL:	297.85		

Community Parks & Special Facilities

Legend

- West Orange Trail
- City of Ocoee JPA
- Parks Service Area 1 Mile Radius Bndy
- Parks Service Area 2 Mile Radius Bndy
- Waterbodies
- Existing Parks
- City Boundary
- Unincorporated Orange County

REC Figure No. 3

Existing City Parks

(Community Parks)

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Community Park Map-2.mxd

REC Figure No. 4

Existing City Parks Service Areas

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

N.T.S.

McCormick Rd.

Clarcona Ocoee Rd.

Ocoee Apopka Rd.

SR 429

West Rd.

Clarke Rd.

N Lakewood Ave.

Silver Star Rd.

Franklin St.

McKey St.

Bluford Ave.

E Orlando Ave.

White Rd.

W Colonial Dr.

Old Winter Garden Rd.

SR 408

Maguire Rd.

Florida Turnpike

Roberson Rd.

City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE	1/4
2	UNITY PARK	5.20	URBAN OPEN SPACE	1/2
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE	1/2
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK	1/2
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK	1/2
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK	1/2
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK	1/2
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK	1/2
9	PALM PARK	6.80	NEIGHBORHOOD PARK	1/2
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK	1/2
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK	1
12	BOB SORENSON PARK	12.60	COMMUNITY PARK	2
13	TIGER MINOR PARK	14.16	COMMUNITY PARK	2
14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK	1/2
15	BILL BREEZE PARK	16.74	COMMUNITY PARK	2
16	VIGNETTI PARK	20.04	COMMUNITY PARK	2
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK	2
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK	2
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY	Citywide
	TOTAL:	371.62		

Composite Map of City Parks

Legend

- West Orange Trail
- City of Ocoee JPA
- Community Parks Service Area 1 Mile Radius
- Community Parks Service Area 1/4 Mile Radius
- Community Parks Service Area 2 Mile Dissolve
- Waterbodies
- Existing City Parks
- City Boundary
- Unincorporated Orange County

Document Path: M:\GIS Admin\Mxds\Recreation\Park Map 2mil - 2.mxd

McCormick Rd.
Clarcona Ocoee Rd.
Ocoee Apopka Rd.
SR 429
West Rd.
Clarke Rd.
N Lakewood Ave.
Silver Star Rd.
McKey St.
Franklin St.
Bluford Ave.
E Orlando Ave.
White Rd.
W Colonial Dr.
Old Winter Garden Rd.
Maguire Rd.
Florida Turnpike
Roberson Rd.

City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE	1/2
2	UNITY PARK	5.20	URBAN OPEN SPACE	1/2
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE	1/2
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK	1/2
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK	1/2
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9	PALM PARK	6.80	NEIGHBORHOOD PARK	1/2
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18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK	2
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY	Citywide
	TOTAL:	371.62		

Future Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
A	WEST ORANGE TRAIL TRAILHEAD	1.69	NEIGHBORHOOD PARK	1/2
B	CROWN POINTE TRAILHEAD	1.87	URBAN OPEN SPACE	1/2
C	LAKE APOPKA NATURE PARK	99.20	NATURE PARK	1/2
	TOTAL:	102.77		

REC Figure No. 5

Existing & Future City Parks) Service Area

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Existing & Future City Parks Service Area

(10 Minute Walk)

Legend

- West Orange Trail
- City of Ocoee JPA
- Future Parks Service Area 10 min. Walk
- Existing Parks Service Area 10 min. Walk
- Future Parks
- Existing Parks
- Waterbodies
- City Boundary
- Unincorporated Orange County

Document Path: M:\GIS Admin\Mxds\Recreation\Future Park Map 10 Minute Walk.mxd



Efficient, Reliable & Well-Maintained Infrastructure



Infrastructure Element Comprised of:

Utilities Sub-Element

Drainage Sub-Element

Chapter 3

Utilities Sub-Element

CHAPTER 3

UTILITIES SUB-ELEMENT

UTL GOAL: THE CITY SHALL PLAN FOR AND PROVIDE HIGH QUALITY POTABLE WATER, WASTEWATER, AND RECLAIMED WATER SERVICE WHILE PROTECTING THE ENVIRONMENT AND ENSURING PUBLIC HEALTH AND SAFETY.

UTL Objective 1 - Expansion of Utility Services: The City shall expand public utilities systems by requiring connection to potable water, wastewater, and reclaimed water for new development.

UTL Policy 1.1: All new development and redevelopment within the City's Potable Water Service Area, as shown in UTL Figure No. 1, Wastewater Service Area, as shown in UTL Figure No. 2, and Reclaimed Water Service Area, as shown in UTL Figure No. 5, shall connect to central potable water, wastewater, and reclaimed water systems. On a very limited basis, water and wastewater service of individual single-family lots by private wells and septic tanks shall be considered in accordance with Florida Statutes, the requirements of the Land Development Code, and UTL Policy 7.3.

UTL Policy 1.2: Upsizing and extension of potable water, wastewater, and reclaimed water infrastructure to accommodate new development shall be at the developer's expense. Utilities extensions and upsizing shall be in accordance with the utilities master plan.

UTL Policy 1.3: The hydraulic modeling analysis shall be the basis of the utilities master plan to prioritize and coordinate the expansion and upgrade of facilities to meet existing and future needs.

UTL Policy 1.4: The extension of potable water, wastewater, and reclaimed water mains shall be consistent with land use allocations delineated on the Future Land Use Map.

UTL Objective 2 - Establishment of User Fees: The City shall establish user fees to cover the full costs of operating and maintaining the potable water, wastewater, and reclaimed water systems.

UTL Policy 2.1: Water and wastewater connection fees shall cover the cost of the needed water, wastewater, and reclaimed water system expansions. User fees shall cover the full cost of operating and maintaining the water, wastewater, and reclaimed water systems, including debt service.

UTL Policy 2.2: The City shall maintain an inclined block potable water rate structure, where the price per unit increases as consumption rises, to promote water conservation, cover all costs to maintain the potable water system, and meet the established potable water level of service established in UTL Policy 3.1.

UTL Policy 2.3: The City shall maintain a wastewater rate structure to cover all costs to maintain the wastewater system and meet the established wastewater level of service established in UTL Policy 6.1.

UTL Policy 2.4: The City shall maintain an inclined block reclaimed water rate structure, where the price per unit increases as consumption rises, to promote water conservation and cover all costs to maintain the reclaimed water system.

UTL Policy 2.5: The City shall comply with all bond covenants to ensure the maintenance and operation of facilities and required connections to public utilities obligations.

UTL Objective 3 - Provision of Potable Water Service: The City shall maintain potable water level of service and ensure that adequate capacity is available to support demands generated by existing and future development.

UTL Policy 3.1: The City's adopted level of service standard for potable water shall be

270 gallons per day/equivalent residential unit (ERU).

UTL Policy 3.2: The City shall provide potable water service in compliance with or exceeding the minimum Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) water quality standards.

UTL Policy 3.3: The City shall comply with St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) No. 3216.

UTL Policy 3.4: The City shall maximize use of existing potable water facilities by implementing management techniques that can enhance the supply source, sustain water resources and related natural systems, and optimize water supply yield. These techniques may include, but are not limited to well field optimization, providing reclaimed water for landscape irrigation, demand side management, and water conservation.

UTL Policy 3.5: The City shall maintain a ten-year Water Facilities Capital Improvements Program to correct existing deficiencies and replace existing infrastructure as required. A Capital Improvements Program consistent with hydraulic modeling studies, the Master Plan, and Work Plan, shall be prepared annually in order to provide improvements and expansion to the existing water, wastewater, and reclaimed water systems to meet existing and future demands.

UTL Policy 3.6: The City shall annually assess the potable water treatment and storage capacity based on future anticipated growth demands for the current fiscal year and at least the next ten fiscal years. Should the analysis indicate that future demands will exceed the design capacity of the potable water system, the City shall plan and schedule improvements to expand the system's capacity.

UTL Policy 3.7: All improvements and additions to potable water facilities to correct deficiencies and meet future water demands shall be compatible and adequate to meet the adopted level of service standards. These improvements shall comply, at a minimum, with standards recognized and approved by FDEP and SJRWMD.

UTL Policy 3.8: The City shall continue to maintain and update its Cross-Connection Control Manual and Program as necessary to comply with federal, state, and local regulations.

UTL Objective 4 - Promotion of Water Conservation: The City shall promote water conservation and reuse.

UTL Policy 4.1: The City shall encourage water conservation to promote the efficient use of water resources and prevent waste.

UTL Policy 4.2: The City shall maintain a Water Conservation Program that meets the requirements of the St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP). The Water Conservation Program shall also be consistent with the Central Florida Water Initiative (CFWI) goals and be updated as needed to address customer water use habits. The program shall at a minimum include:

- Customer education and outreach;
- High water user notification program;
- Employee education;
- Advanced Meter Infrastructure (AMI);
- SJRWMD irrigation restrictions and water shortage orders enforcement;
- Irrigation system design standards;
- Florida WaterStar℠ and Florida-Friendly Landscaping™ Promotion;
- Water loss control;
- Water reuse; and

- High-efficiency plumbing fixture and appliance requirements.

UTL Policy 4.3: The City shall adhere to SJRWMD emergency water shortage restrictions when mandated.

UTL Policy 4.4: Lowest quality sources of water shall be used in place of higher quality sources for landscape irrigation when technically, economically, and environmentally feasible.

UTL Policy 4.5: The City shall encourage the use of low impact development (LID) principles to minimize impacts to the natural environment and facilitate water conservation.

UTL Policy 4.6: All service connections to the potable and reclaimed water distribution systems shall be metered and the City shall maintain a meter replacement program.

UTL Policy 4.7: The City will complete projects listed in the CFWI Regional Water Supply Plan and as described in the 10-Year Water Supply Facilities Work Plan (WSFWP) based on need and economic, technical, and environmental feasibility.

UTL Policy 4.8: The City shall identify additional potable, non-potable, and alternative water supply sources and facilities required to provide adequate services to existing and future development consistent with the Future Land Use Element.

UTL Objective 5 - Regional Water Supply Planning: The City shall participate in regional water supply planning initiatives.

UTL Policy 5.1: The City shall update and adopt its 10-Year Water Supply Facilities Work Plan and amend the Comprehensive Plan within eighteen months following the adoption of the updated Regional Water Supply Plan by St. Johns River Water Management District.

UTL Policy 5.2: The City shall coordinate with SJRWMD, Orange County, and the Florida Department of Environmental Protection to develop efficient, cost-effective, and technically feasible water sources to supplement existing groundwater supplies to meet future water supply demands, while minimizing impacts to water quality, wetlands, and aquatic systems.

UTL Policy 5.3: The City shall participate in Central Florida Water Initiative, SJRWMD, and FDEP water supply planning efforts.

UTL Objective 6 - Provision of Wastewater Service: The City shall maintain a wastewater level of service to ensure that adequate capacity is available to support demands generated by existing and future development.

UTL Policy 6.1: The City's adopted level of service standard for wastewater shall be 250 gallons per day/equivalent residential unit (ERU).

UTL Policy 6.2: The City shall maintain compliance with the FDEP Wastewater Permit FLA010815.

UTL Policy 6.3: The City shall continue to monitor and reduce the influence, collection, and treatment of undesired water entering the wastewater system from infiltration and inflow.

UTL Policy 6.4: The City shall maintain a ten-year Wastewater Facilities Capital Improvements Program for capital improvements of wastewater facilities to correct existing facility deficiencies, replace existing facilities as required, and provide for future facility needs.

UTL Policy 6.5: The City shall annually assess the capacity of the wastewater transmission and treatment system to accommodate future wastewater demand generated by anticipated growth and development for the current fiscal year and at least the following

four fiscal years. Should the analysis indicate future demands will exceed the design capacity of the wastewater system, the City shall plan and schedule improvements to expand system capacity.

UTL Policy 6.6: All improvements and/or additions to wastewater facilities to correct deficiencies shall be compatible and adequate to meet the adopted level of service standards. These improvements and/or additions to wastewater facilities shall comply, at a minimum, with standards recognized and approved by the Florida Department of Environmental Protection.

UTL Objective 7 - Reduction of Nutrient Loads to Protect Water Basins: The City shall reduce the nutrient load to impaired basins through eliminating onsite sewer treatment and disposal systems (OSTDS) and reducing effluent nutrient concentrations in wastewater treatment facilities.

UTL Policy 7.1: The current locations of OSTDS within the City are depicted in UTL Figure No. 4. The City shall update its OSTDS Remediation Plan every five years to identify projects to convert existing OSTDS to the City's wastewater system.

UTL Policy 7.2: The City shall evaluate programs and grant funding opportunities for eliminating existing OSTDS or upgrading existing OSTDS to higher treatment levels.

UTL Policy 7.3: The temporary use of OSTDS to serve individual residential lots outside of a development may be allowed until a City wastewater connection becomes available, provided that the requirements of the Florida Statutes, the City's Comprehensive Plan, the City's Land Development Code, Engineering Standards Manual, and other Ordinances of the City are met or exceeded. Specific OSTDS criteria shall be governed by the Orange County Department of Health.

UTL Policy 7.4: The owner of a properly functioning onsite sewage treatment and disposal system, excluding an approved onsite graywater system, must connect the system or the building's plumbing to an available publicly owned or investor-owned sewerage system within 365 days after written notification by the owner of the publicly owned or investor-owned sewerage system that the system is available for connection. (Section 381.00655 (1)(a), F.S.)

UTL Policy 7.5: The Ocoee Wastewater Treatment Facility shall meet the effluent total nitrogen annual average limit adopted in the Wekiwa and Rock Springs Basin Management Action Plan Priority Focus Area, Ocklawaha Basin Management Action Plan (the "BMAP"), and in accordance with the requirements of FDEP Wastewater Permit FLA010815.

UTL Policy 7.6: The City shall maintain a Wastewater Facility Plan in accordance with Section 369.320, F.S.

UTL Policy 7.7: The City of Ocoee Wastewater Facility Plan, dated June 2010 and prepared by Reiss Engineering, Inc., adopted on July 19, 2011 pursuant to the Wekiva Parkway and Protection Act, is hereby adopted and incorporated into the Comprehensive Plan and is on file in the Planning Department. The City will utilize the Wastewater Facility Plan as the basis for prioritizing the Capital Improvement Program to provide central wastewater service to properties within the City wastewater service area to minimize on-site wastewater treatment and disposal systems. [Wekiva Parkway and Protection Act (WPPA): Ch. 369.321(3), F.S.]

UTL Policy 7.8: The City shall participate in the Wekiva BMAP and the Ocklawaha BMAP by identifying projects, exploring partnership and funding opportunities, and implementing projects when economically feasible. These BMAPs are depicted in UTL Figure No. 3.

UTILITIES SUB-ELEMENT

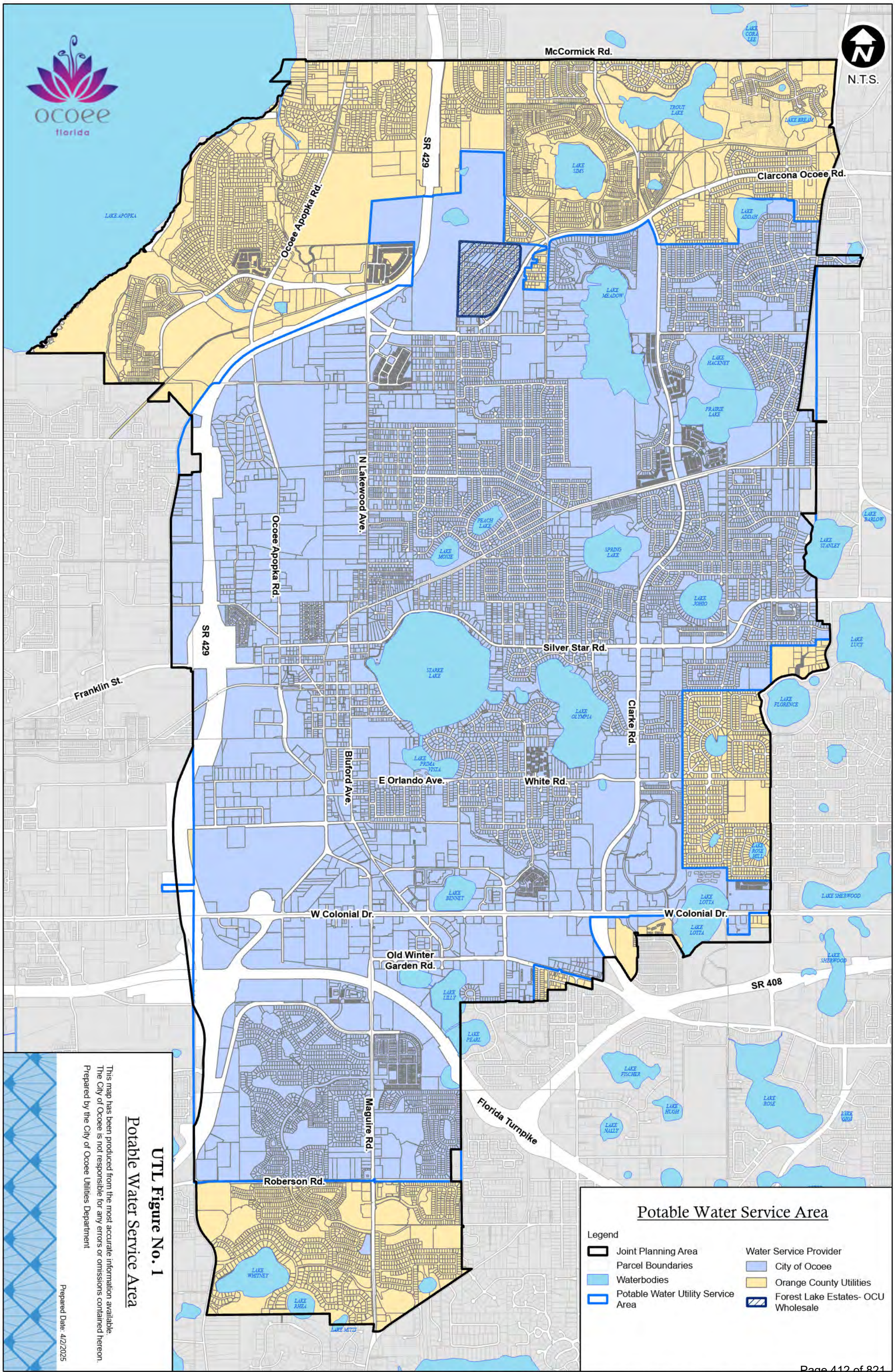
UTL Objective 8 - Provision of Reclaimed Water Service: The City shall promote the use of lowest quality water sources for landscape irrigation to reduce groundwater withdrawals associated with irrigation.

UTL Policy 8.1: The City shall require the installation of reclaimed water lines for landscape irrigation for all new developments.

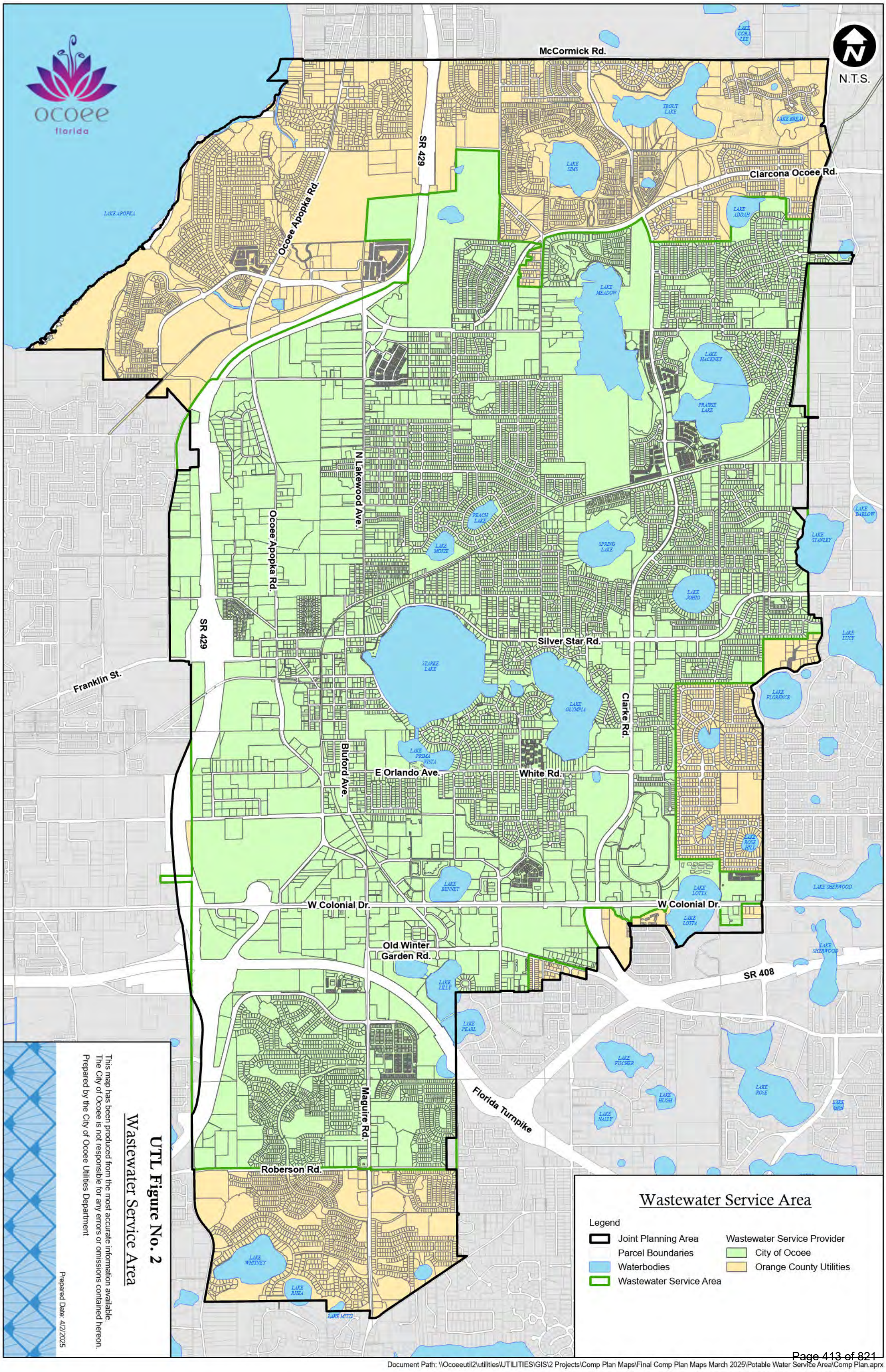
UTL Policy 8.2: The City shall maintain agreements for the wholesale purchase of reclaimed water and pursue additional alternative water supply sources to offset groundwater irrigation demands.

UTL Policy 8.3: The City shall develop efficient, cost-effective, and technically feasible water sources to supplement existing groundwater supplies to meet future water demands while minimizing impacts to water quality, wetlands, and aquatic systems.

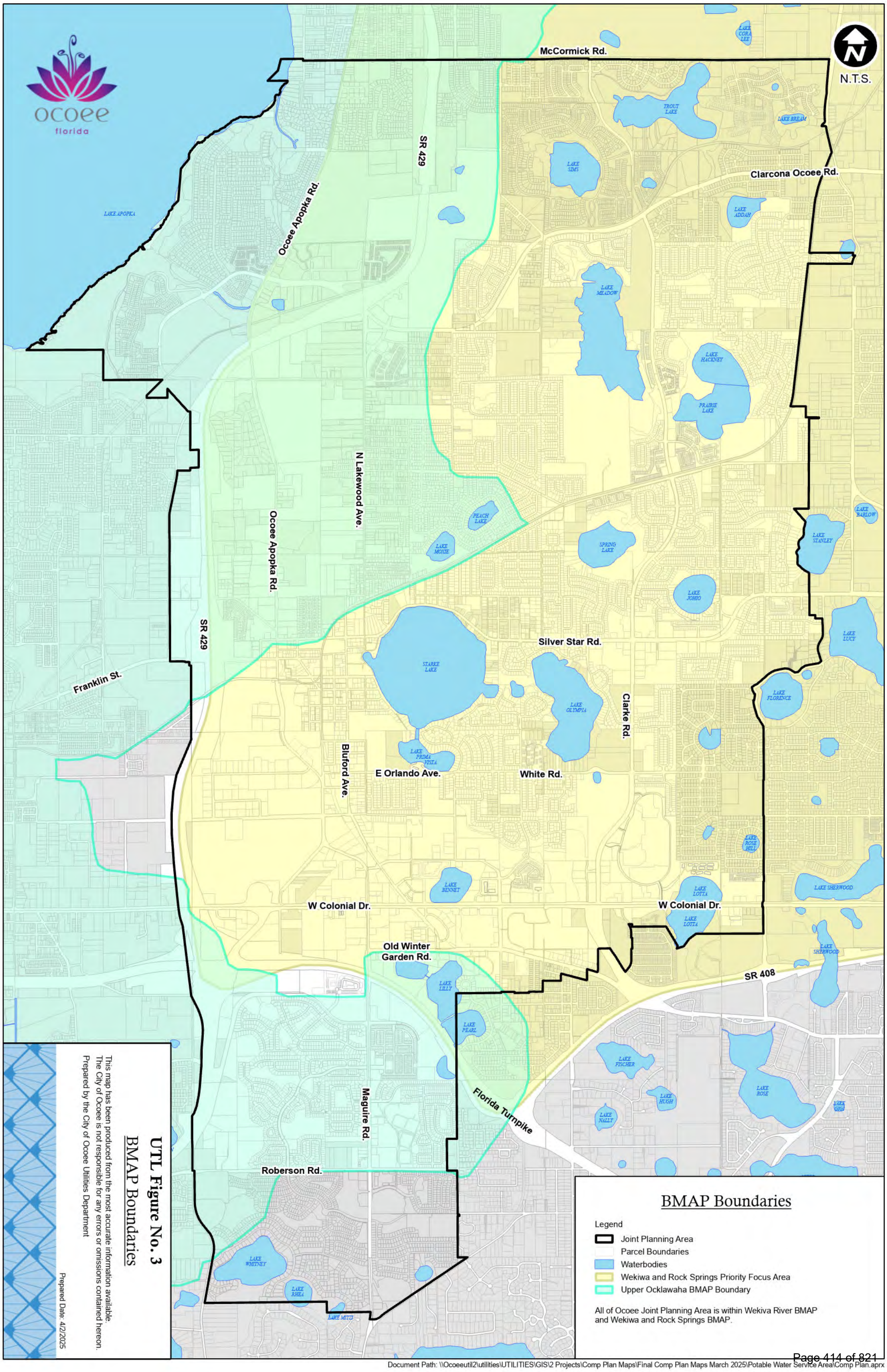
UTL Policy 8.4: The City shall continue to expand its reclaimed water system where feasible to increase availability of reclaimed water and to conserve potable water.



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UTL Figure No. 3
BMAP Boundaries

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

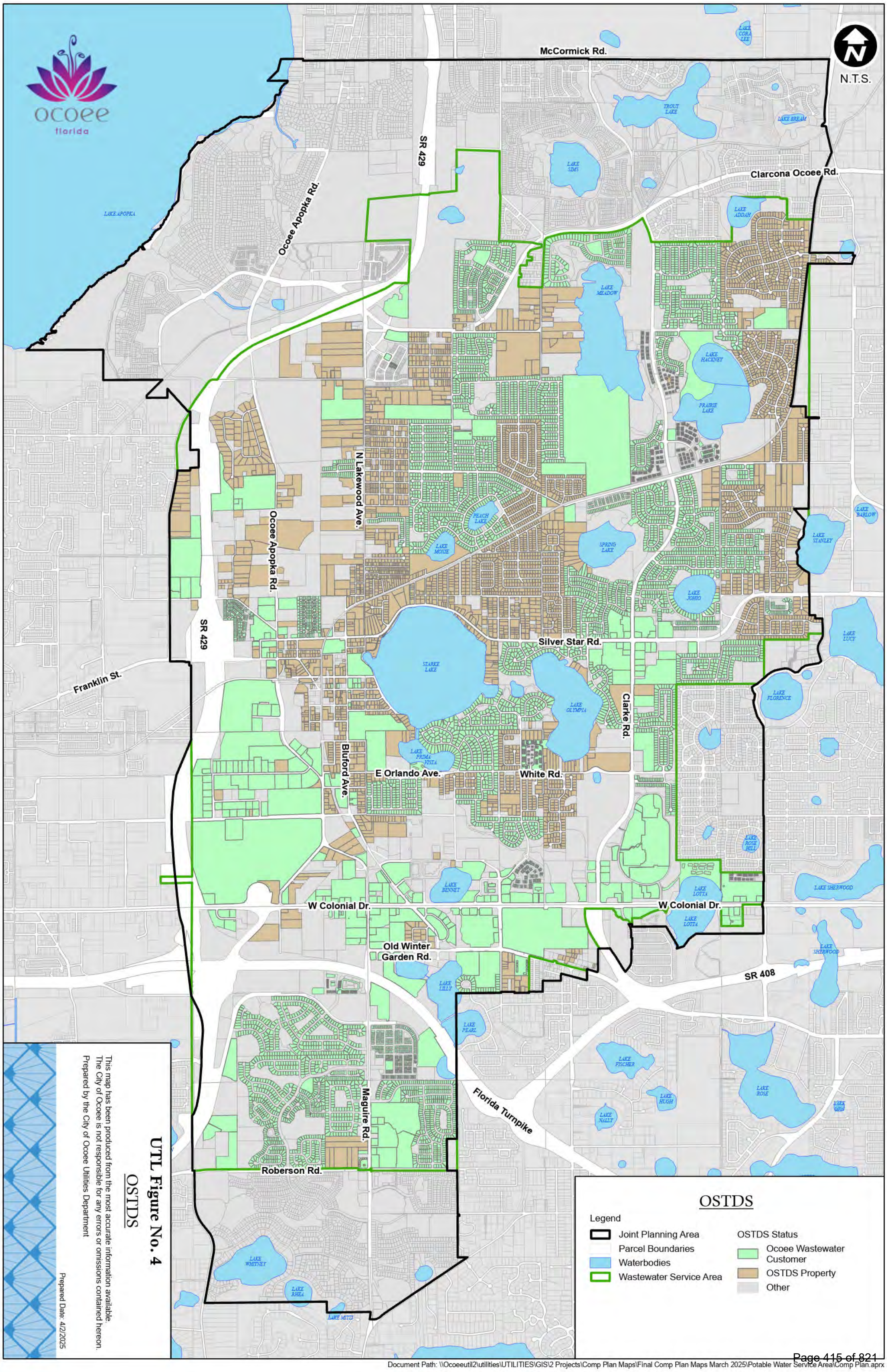
BMAP Boundaries

Legend

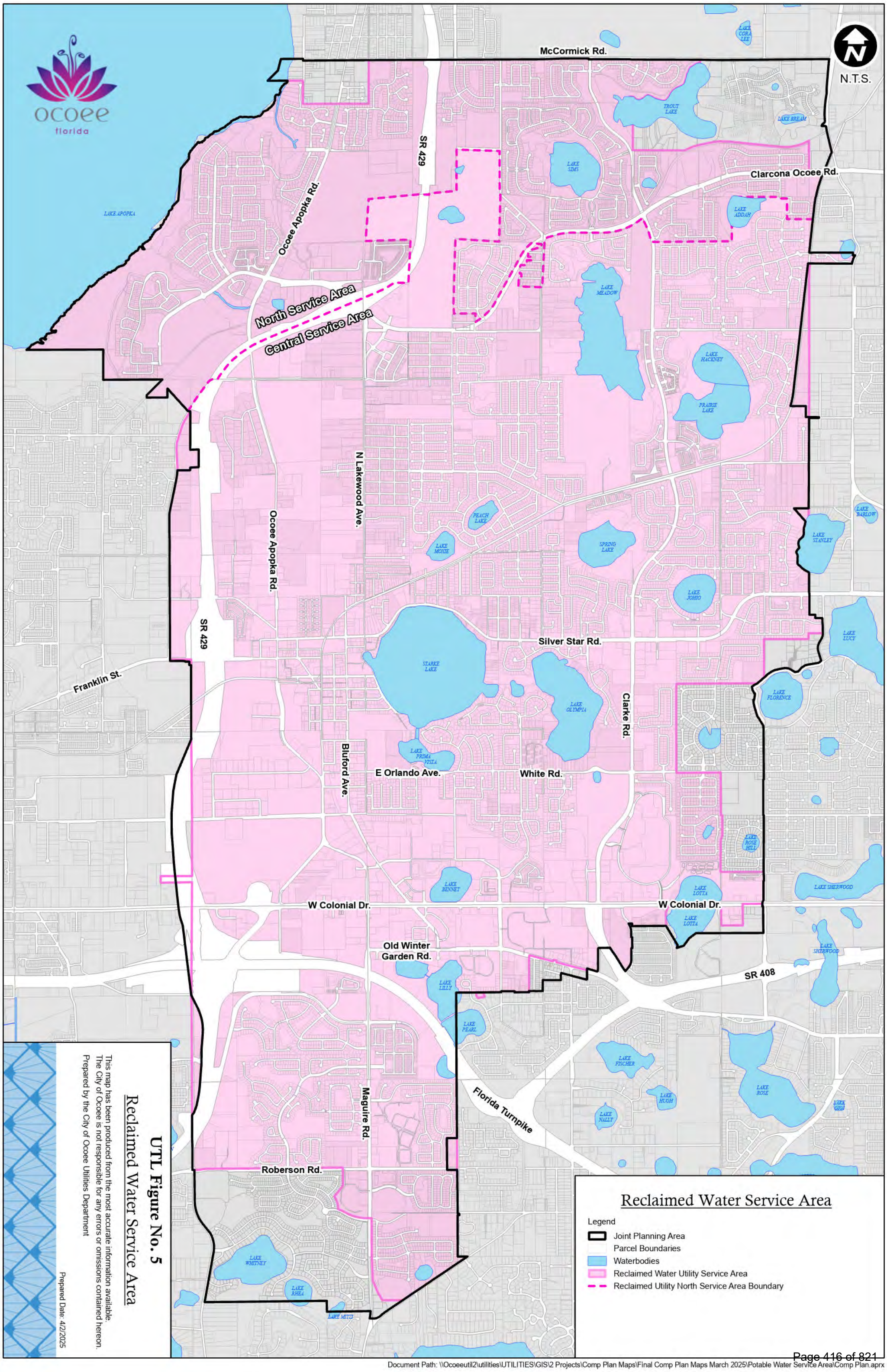
- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Wekiwa and Rock Springs Priority Focus Area
- Upper Ocklawaha BMAP Boundary

All of Ocoee Joint Planning Area is within Wekiva River BMAP and Wekiwa and Rock Springs BMAP.

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Drainage Sub-Element

CHAPTER 3

DRAINAGE SUB-ELEMENT

DRN GOAL: THE CITY SHALL PROTECT THE WATER QUALITY OF WATER BODIES, WATERWAYS, AND THE AQUIFER, INCREASE FLOOD RESILIENCY, PROMOTE AQUIFER RECHARGE, AND MANAGE STORMWATER INFRASTRUCTURE WITHIN THE CITY'S JURISDICTIONAL LIMITS TO ENSURE PUBLIC HEALTH, SAFETY, AND WELFARE.

DRN Objective 1 - Stormwater Management: The City will update its Stormwater Management Master Plan. The Stormwater Management Master Plan shall include recommendations by governmental agencies, including the Federal Emergency Management Agency (FEMA), Environmental Protection Agency (EPA), St John's River Water Management District (SJRWMD), and basin specific Watershed Master Plans. The City shall develop an updated stormwater asset database including all natural and artificial drainage systems within the City. The Stormwater Management Master Plan shall be used to identify stormwater facility deficiencies, opportunities for improvement projects, and stormwater facility maintenance prioritization sufficient to accommodate projected demand through the year 2045.

DRN Policy 1.1: By 2035, the City shall create a stormwater geographic information system (GIS) database mapping all drainage infrastructure and facilities within the City. The stormwater GIS database shall contain information on all inlets, manholes, pipes, swales, ditches, ponds, lakes, drainwells, and any other feature or facility that captures or conveys stormwater within the corporate City limits. Deficiencies identified as part of the stormwater database creation shall be added to the Stormwater Management Master Plan.

DRN Policy 1.2: The City drains ito seventeen (17) sub-basins as depicted in DRN Figure No. 1. The City shall update the existing seventeen drainage basin studies and develop new basin specific Watershed Master Plans for all basins within the City by 2045. The updated Watershed Master Plans shall identify deficiencies with the basins and provide recommendations for improvements. Once a Watershed Master Plan is completed for a basin, the plan will be reviewed by the City every five years. The deficiencies identified in the existing drainage basin studies and their recommended improvements shall be reviewed and updated within the new basin specific Watershed Master Plans.

DRN Policy 1.3: Deficiencies identified in the Stormwater Management Master Plan shall be corrected on a priority basis. Stormwater improvements shall prioritize the following considerations in their design: Water Quality, Flood Resiliency, and Aquifer Recharge & Protection.

DRN Policy 1.4: The City shall provide adequate stormwater management services to maintain the adopted level of service standards factoring in the following considerations:

- The protection and maintenance of the lives and safety of City residents;
- The protection and maintenance of the property within the City;
- The protection of existing public investment;
- The protection and due consideration of water quality;
- The reduction of operating and maintenance costs; and
- The achievement and satisfaction of Regional, State and Federal regulations.

DRN Policy 1.5: Major improvements and projects identified within Stormwater Management Master Plan shall be added to the City's Capital Improvement Program (the "CIP"). The CIP shall be revised annually to update any changes to the program and to report any changes as part of the National

Pollutant Discharge Elimination System ("NPDES") Annual Report.

DRN Policy 1.6: The City shall continue to fund the implementation of drainage and stormwater related improvements recommended within the Capital Improvement Program with the City's Stormwater Utility Fee.

DRN Policy 1.7: The City shall establish a program for the acquisition of drainage rights-of-way as recommended by the existing drainage basin studies. The City shall pursue this to comply with the mandates of legal access to drainage and stormwater management facilities by the City's maintenance staff. This is an important consideration because the level of service maintenance and protection is directly attributed to the performance and functionality of the City's drainage and stormwater management system. The execution and schedule of some maintenance projects identified in the Regional Master Stormwater Management Plan and the Capital Improvement Plan Element may depend on the acquisition of certain drainage easements and rights-of-way.

DRN Policy 1.8: The City shall properly manage systems to ensure that they are correctly designed, constructed; and maintained by doing the following:

- Provide annual inspections of installed stormwater systems;
- Provide inspection and evaluation of new stormwater systems; and
- Proactively conduct inspections of illicit discharge in the City's storm sewer system.

DRN Policy 1.9: The stormwater drainage regulations contained in the City's Land Development Code shall provide for protection of natural drainage features and ensure that future development utilizes stormwater management systems compatible with the current and updated Stormwater Management Master Plan.

DRN Objective 2 - Water Quality: The City shall protect the water quality of surface waters, waterways, aquifer recharge areas, and spring sheds through implementation of the Land Development Code, Engineering Standards Manual, and best management practices.

DRN Policy 2.1: The City shall continue to monitor water levels and water quality for City lakes and surface waters associated with natural drainage features.

DRN Policy 2.2: The City shall employ aquatic plant management practices that reduce the emergence of non-native, undesirable aquatic plants and improve conditions for safe recreational boating and fishing activities. The City shall continue to implement management plans that include physical, biological and chemical controls for its aquatic plant management program to protect water quality while also controlling undesirable and non-native aquatic plants.

DRN Policy 2.3: The City shall continue to retrofit stormwater infrastructure that discharges directly to surface waters. The City shall utilize baffle boxes with nutrient reducing media or other advanced nutrient reducing Best Management Practices to enhance water quality.

DRN Policy 2.4: The City shall review commercial site plan and subdivision regulations on an annual basis to ensure that regulations are adequate to protect surface water quality. The City shall require all new development to comply with Best Management Practices and the drainage criteria set forth in the City's *Engineering Standards Manual*.

DRAINAGE SUB-ELEMENT

DRN Policy 2.5: The City shall require all new development or redevelopment to comply with the National Pollutant Discharge Elimination System ("NPDES") stormwater permitting program. In accordance with Rule 62-621.300(4), F.A.C., developments must submit a Notice of Intent ("NOI") at least two (2) days prior to beginning construction activities. In addition, a Storm Water Pollution Prevention Plan ("SWPPP") shall be required to be submitted and approved by the City before construction activities may commence. Upon completion of construction, a Notice of Termination ("NOT") shall be submitted to transfer NPDES permit coverage to the City's MS4 permit.

DRN Policy 2.6: New development shall, at a minimum, maintain surface and groundwater flow rates and volumes at pre-development levels, or enhance recharge so that the natural function of groundwater recharge areas is maintained, or improved. New development projects or expansion of existing development within the Wekiva Study Area shall be required to follow Best Management Practices for stormwater design and treatment and shall consider the soil types in DRN Figure No. 3.

DRN Policy 2.7: Projects that result in an increase in impervious surface area shall be considered substantial and comply with all stormwater requirements for new development.

DRN Policy 2.8: The City will prioritize and encourage the incorporation of green stormwater management infrastructure, including bioswales, rain gardens, and permeable pavements, into all new construction and redevelopment efforts—both public and private—to enhance the quality of stormwater runoff wherever feasible.

DRN Policy 2.9: City shall encourage efforts to incorporate nature or natural features into the design of stormwater systems. All efforts shall be made to include elements of Florida-friendly flora and fauna to filter stormwater and public recreation and civic spaces within stormwater design.

DRN Policy 2.10: Vegetated infiltration (bioswale) areas shall be used to provide stormwater treatment and management on all sites except when soil, topography, or seasonal high-water conditions are inappropriate for infiltration as determined by a professional engineer licensed in the State of Florida. Design of the stormwater systems for non-urban development shall use bioretention areas (below grade vegetated areas) to increase stormwater treatment and reduce stormwater volume. Downspouts for non-urban development shall be directed from the roof to vegetated swales, where possible, or directed to the stormwater management system for treatment.

DRN Policy 2.11: Sensitive karst features, including sinkholes, with a direct connection to the aquifer and stream-to-sink features, shall not be utilized as stormwater management facilities. Karst features with a direct connection to the aquifer will be identified and placed in a conservation easement. Prior to development approval, all depressions will be investigated by a licensed professional geotechnical engineer to identify any potential connections to the aquifer. If connections are determined to exist, the area draining to the karst feature under pre-development conditions shall be preserved through a conservation easement.

DRN Policy 2.12: All components of the stormwater treatment and management system shall be owned and maintained by the responsible legal entity identified in the SJRWMD or DEP stormwater permit, typically a homeowners or property owners association.

DRN Policy 2.13: Development shall use joint or shared access to the maximum extent

feasible in order to minimize impervious surfaces.

DRN Policy 2.14: Multifamily residential and non-residential development shall use shared parking to the maximum extent possible to minimize impervious surfaces. The City shall research and consider shared parking formulas between disparate uses for inclusion in the Land Development Code and allow development applicants to submit parking studies that would support a reduction in paved parking. Overflow parking may be allowed on grass or gravel areas, as delineated on a site plan. All parking lots with 100 or more spaces shall be evaluated for utilizing up to twenty (20) percent of the parking spaces in pervious areas.

DRN Policy 2.15: Design of parking lots, sidewalks, buildings and other impervious surfaces shall minimize connections between impervious surfaces through techniques shown on a site plan such as:

- Directing flows from roof drains to vegetated areas or to rain barrels or cisterns for reuse of water;
- Directing flows from paved areas to vegetated areas;
- Locating impervious surfaces so that they drain to vegetated buffers or natural areas; and,
- Breaking up flow directions from large paved surfaces.

DRN Policy 2.16: Pervious pavement materials and techniques should be used to minimize the amount of impervious surface within new development and redevelopment.

DRN Policy 2.17: Commercial and industrial development shall be designed to minimize site disturbance by limiting clearing to the minimum area necessary to accomplish development by adhering the following requirements:

- Avoid or minimize the removal of existing trees and vegetation;
- Minimize soil compaction by delineating the smallest disturbance areas feasible; and
- Maximize disconnection of impervious surfaces to reduce stormwater runoff flows and increase opportunities for infiltration.

DRN Policy 2.18: In addition to requiring minimum level of service standards established as herein, the City shall ensure that post-development recharge volume conditions approximate predevelopment recharge volume conditions within the Wekiva Study Area protection zone, as indicated on the CON Figure 2: Drainage and Aquifer Recharge Drainage and Aquifer Recharge. This shall be accomplished in the Land Development Code by requiring that the first three (3) inches of stormwater be retained on site within Type A soil areas in the Wekiva Protection Zone for basins that have a positive outfall. A development applicant may conduct a hydrological survey and site analysis to demonstrate that post-development recharge will be equal to or greater than pre-development recharge.

DRN Objective 3 - Flood Resiliency: The City shall increase its flood resiliency through the prevention and elimination of flooding effects from stormwater runoff and inadequate stormwater facilities and ensure that developments comply with the City's Floodplain Management Regulations as well as regional, state and federal regulations.

DRN Policy 3.1: The City shall cooperate and coordinate with all appropriate water management agencies, including the Florida Department of Environmental Protection (FDEP), St. John's River Water Management District (SJRWMD), and Orange County. The City shall require all new development and redevelopment to follow the recommendations and requirements set forth

with respect to peak discharge rates reduction and/or control of runoff volumes.

DRN Policy 3.2: The City shall maintain a level of service standard based on performance standards as defined in 44 CFR, Parts 59-78 - National Flood Insurance Program; Chapter 62-302, F.A.C; and the City's published Engineering Standards Manual (ESM). The performance standards for water quality shall be in accordance with Class III recreational waters, as specified in Surface Water Quality Standards Chapter 62-302, FAC. Secondary drainage collection and conveyance systems shall adhere to the 10-year frequency storm event, as specified by the ESM.

- Open basins/waterways and roadway culvert crossings shall provide flood protection for a 100-year frequency, 24-hour duration storm event without overtopping of stormwater management ponds and/or roadways.
- Closed or landlocked basins will be required to retain the volume generated by a 100-year, 24-hour storm event, with the retained volume recovered within a 14-day period following a storm event.
- Open basins will be required to retain the volume generated by a 25-year, 24-hour storm event, with the retained volume recovered within a 14-day period following a storm event.
- The lowest floor elevation for a habitable and/or insurable structure shall be established a minimum of two (2) feet above the base (100-year) flood elevation. Natural terrain or landscape barriers to flooding shall be preserved during the land development process.

DRN Policy 3.3: The City shall not permit structures to be constructed under the flood elevation resulting from a 100-year, 24-hour storm event of the nearest water body plus two feet.

DRN Policy 3.4: The City shall not permit encroachment within the 100-year floodplain without compensating storage. The City shall require compensating flood storage where proposed development will impact existing floodplains.

DRN Policy 3.5: The City shall limit post-development runoff rates to that of predevelopment in all watershed basins and the retention of the volume generated by the 100-year, 24-hour storm event in closed or landlocked basins and the 25-year, 24-hour storm event in open basins.

DRN Policy 3.6: All stormwater management systems within a subdivision shall be designed and constructed to provide adequate flood protection for all structures and to protect the structural integrity of all roadways.

DRN Policy 3.7: All stormwater management systems shall provide for the safe handling of all stormwater runoff that flows into, across, and is discharged from a development without creating any additional flooding to adjacent property owners.

DRN Policy 3.8: The City shall continue to implement land development regulations that meet the following criteria:

- Where economically feasible and physically possible, a non-structural approach shall be utilized to meet the City's surface water quantity and quality need,
- No greater quantity of runoff will be allowed to flow off-site than occurs under natural condition,
- Each phase of any development in question shall exist as an independent unit capable of having its surface water management needs met by the drainage system design, and

- Development shall not adversely impact flood elevations or degrade the water quality of a water body.

DRN Policy 3.9: All stormwater management devices constructed and dedicated to the City shall be designed so that they can be maintained at a minimal cost to the taxpayer, as determined by the City.

DRN Policy 3.10: The City shall not accept for dedication any road, street, or facility constructed within a designated flood hazard area, unless mitigating measures as identified in the City's Land Development Code have been installed by the developer to overcome any identified flood hazard. All measures installed by the developer must be certified as acceptable by the City prior to project completion.

DRN Policy 3.11: The City shall enforce the published 100-year flood elevations for depressions, lowland areas, lakes, streams and waterways within its jurisdictional limits pursuant to Flood Insurance Rate Maps (FIRM) for the City of Ocoee and Orange County effective September 27th 2021.

DRN Objective 4 - Agency Coordination: The City shall continue to work with federal, state, regional, local agencies, and professional organizations on protecting and enhancing waterbodies, waterways, and connections with the aquifer within the City's jurisdictional limits.

DRN Policy 4.1: The City shall cooperate and coordinate with all appropriate water management agencies including the Florida Department of Environmental Protection (FDEP), St. John's River Water Management District (SJRWMD), and Orange County. The City shall review all new development and redevelopment for compliance with recommendations and requirements set forth relating to water quality, flood resiliency, and groundwater aquifer recharge from these agencies.

DRN Policy 4.2: The City enforce all appropriate recommendations and requirements enumerated in the Florida Administrative Code and Florida Statutes pertaining to stormwater management.

DRN Policy 4.3: The City shall cooperate with and enforce all appropriate recommendations and requirements associated with Basin Management Action Plans (BMAP) for watersheds of which the City is a part. This includes, but is not limited to, recommendations for the Upper Ocklawaha River and Wekiva and Rock Springs BMAPs.

DRN Policy 4.4: The City shall support the recommendations of the Wekiva Parkway and Protection Act Regional Master Stormwater Management Plan (the "Parkway Plan").

DRN Policy 4.5: The maintenance and flooding resiliency projects identified in the Wekiva Parkway and Protection Act Regional Master Stormwater Management Plan (the "Parkway Plan") from the City's basin studies shall serve as the basis of an annual budgetary allocation as a regular component of the City's stormwater management system and Capital Improvements Program.

The City shall also continue to focus on the water quality projects identified in the Parkway Plan within its efforts to comply with the regulations of the NPDES, the Lake Apopka Basin Rule, and the United States Environmental Protection Agency's 303(d) program providing guidance and technical assistance with respect to determining Total Maximum Daily Loads ("TMDLs"), as well as the Wekiva Parkway and Protection Act.

DRN Policy 4.6: Additional funding for city-wide surface water management programs shall be sought from Federal and State

sources, new revenue sources will be considered, such as FDEP TMDL Non-Point Source Reduction Grants and SJRWMD Cost-Share Grants and any other sources of funding that may be applicable.

DRN Policy 4.7: The City shall continue a dedicated funding source, such as the stormwater utility fee, that can be used for planning, implementation, and operations and maintenance of regional projects within the Wekiva Study Area. The City shall continue to fund regional stormwater projects for the benefit to Lake Apopka, as well as stormwater maintenance projects identified in the Wekiva Parkway and Protection Act Master Stormwater Management Plan.

ocoee
florida

N.T.S.

McCormick Rd.

EAST MCCORMICK ROAD

WEST MCCORMICK ROAD

Ocoee Apopka Rd.

SR 429

Clarcona Ocoee Rd.

LAKE ADDAH

LAKE MEADOW

PRARIE LAKE

NORTHWEST DITCH

N Lakewood Ave.

LAKE STANLEY

SPRING LAKE

LAKE JOHIO

Silver Star Rd.

Franklin St.

STARKE LAKE

LAKE OLYMPIA

Clarke Rd.

LAKE FLORENCE

Bluford Ave.

E Orlando Ave.

White Rd.

LAKE GOOD HOMES/ROSE HILL LAKE

LAKE LOTTA

W Colonial Dr.

LAKE BENNET

Old Winter Garden Rd.

SR 408

LAKE LILLY

SOUTH MAGUIRE

Maguire Rd.

Roberson Rd.

LAKE APOPKA

LAKE CORA LEE

TROUT LAKE

LAKE BREAM

LAKE SIMS

LAKE ADDAH

LAKE MEADOW

LAKE HACKNEY

PRAIRIE LAKE

PEACH LAKE

LAKE MOXIE

SPRING LAKE

LAKE BARLOW

LAKE STANLEY

LAKE JOHIO

LAKE LUCY

STARKE LAKE

LAKE OLYMPIA

LAKE FLORENCE

LAKE PRIMA VISTA

LAKE ROSE HILL

LAKE SHERWOOD

LAKE BENNET

LAKE LOTTA

LAKE LILLY

LAKE PEARL

LAKE FISCHER

LAKE WHITNEY

LAKE RHEA

LAKE MITZI

DRN Figure No. 1

Sub-Basin Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Sub-Basin Map

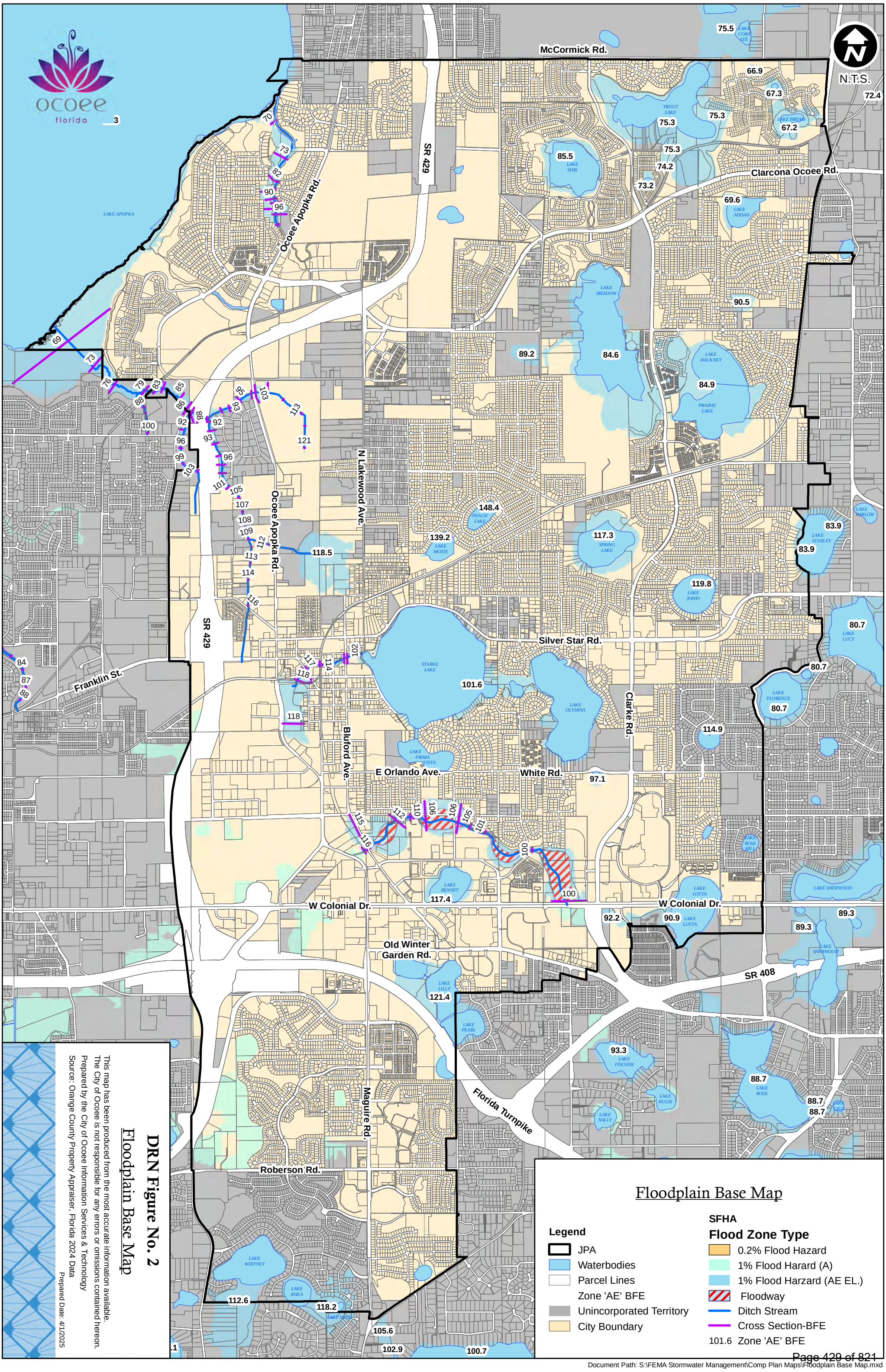
Legend

- JPA
- Parcel Lines
- Waterbodies
- City Boundary
- Unincorporated Territory

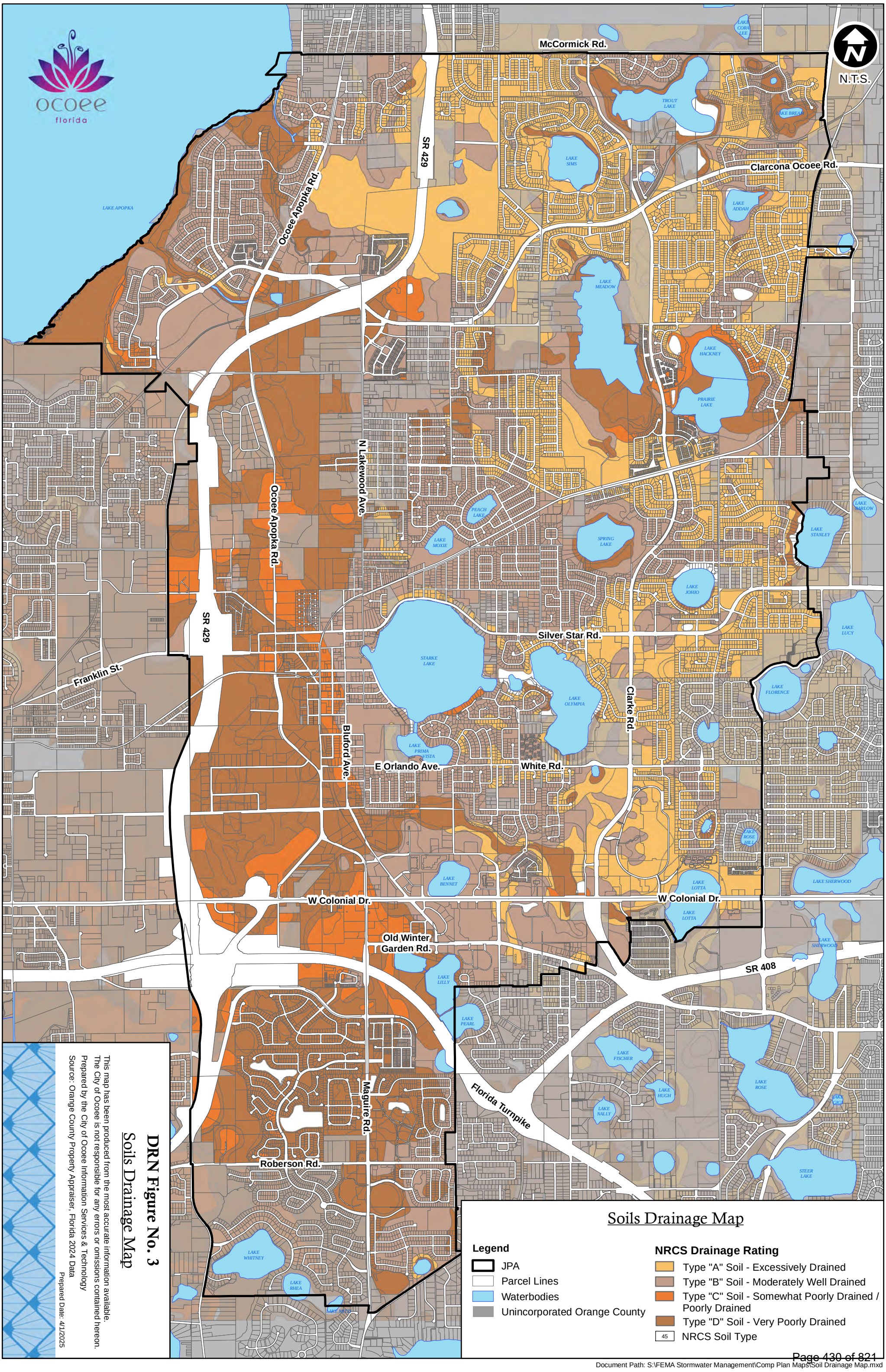
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- EAST MCCORMICK ROAD
- LAKE ADDAH
- LAKE BENNET
- LAKE FLORENCE
- LAKE GOOD HOMES/ROSE HILL LAKE
- LAKE JOHIO
- LAKE LILLY
- LAKE LOTTA
- LAKE MEADOW
- LAKE OLYMPIA
- LAKE STANLEY
- NORTHWEST DITCH
- PRARIE LAKE
- SOUTH MAGUIRE
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- STARKE LAKE
- WEST MCCORMICK ROAD

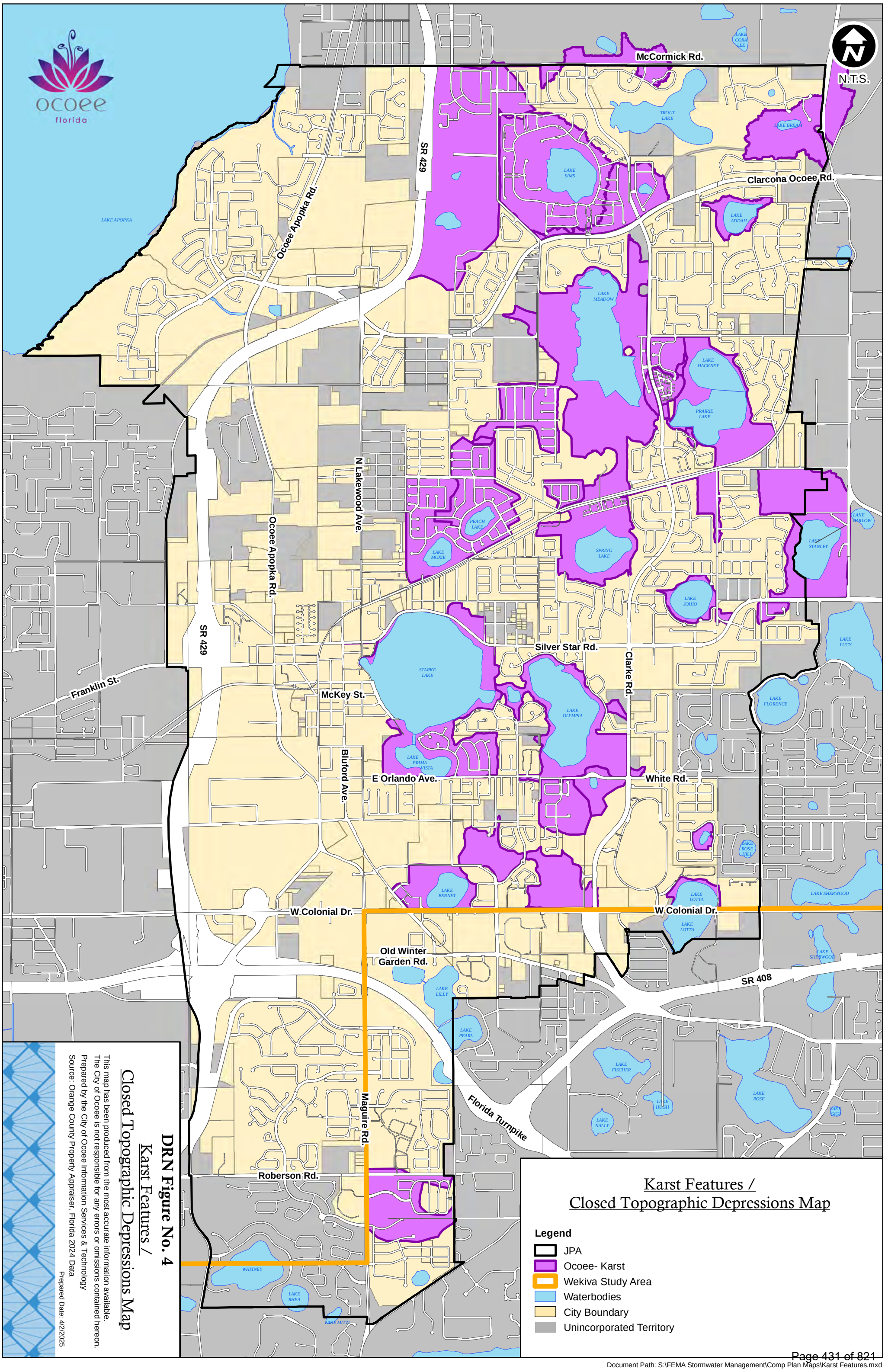
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Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Floodplain Base Map.mxd



Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Soil Drainage Map.mxd



DRN Figure No. 4

Karst Features /
Closed Topographic Depressions Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Karst Features / Closed Topographic Depressions Map

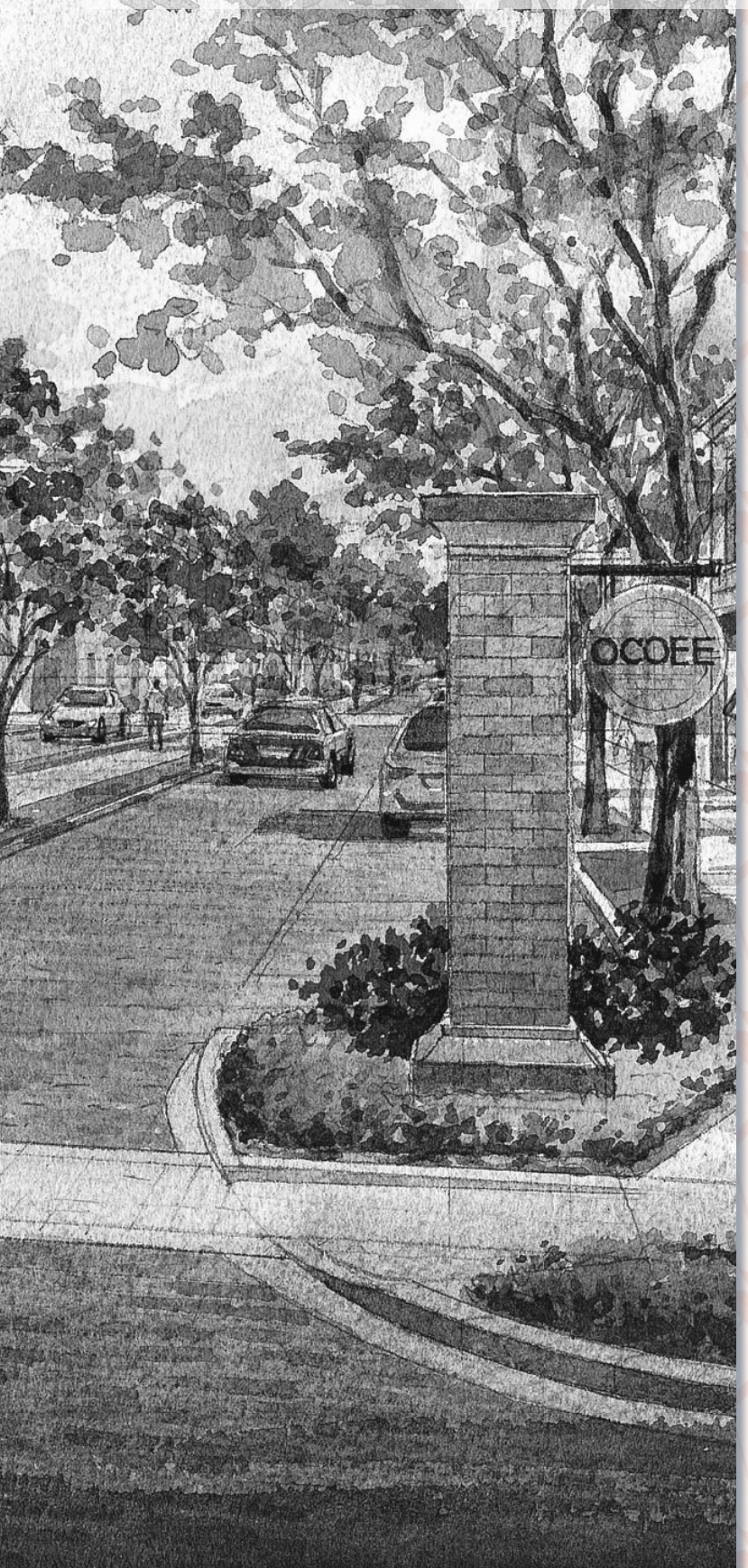
Legend

- JPA
- Ocoee- Karst
- Wekiva Study Area
- Waterbodies
- City Boundary
- Unincorporated Territory

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Karst Features.mxd



SAFE & CONVENIENT MOBILITY



Mobility Element

CHAPTER

4

MOBILITY ELEMENT

MOB GOAL: THE CITY SHALL PROVIDE A RESILIENT AND LOGICALLY CONNECTED MULTIMODAL TRANSPORTATION SYSTEM THAT PROVIDES FOR THE SAFE AND EFFICIENT MOVEMENT OF PEOPLE AND GOODS.

MOB Objective 1 - Context-sensitive Standards: The City shall adopt and maintain context-sensitive multi-modal Level of Service (LOS) standards for automobile, bicycle, and pedestrian travel to improve safety and reduce vehicle trips, vehicle miles traveled, and trip lengths while protecting established residential areas, environmentally sensitive areas, and historically significant sites from adverse transportation impacts.

MOB Policy 1.1: The City shall adopt context-sensitive, multi-modal Level of Service standards, as provided below, and shall provide for the safe movement of people and goods, with a focus on pedestrian and bicyclist safety.

MOB Policy 1.1.a: Roadway Facility Level of Service Standard (Arterial, Collector, Local) – E and shall consider the Context Classification of the roadway.

MOB Policy 1.1.b: Bicycle Facility Level of Stress Standard – Level 2

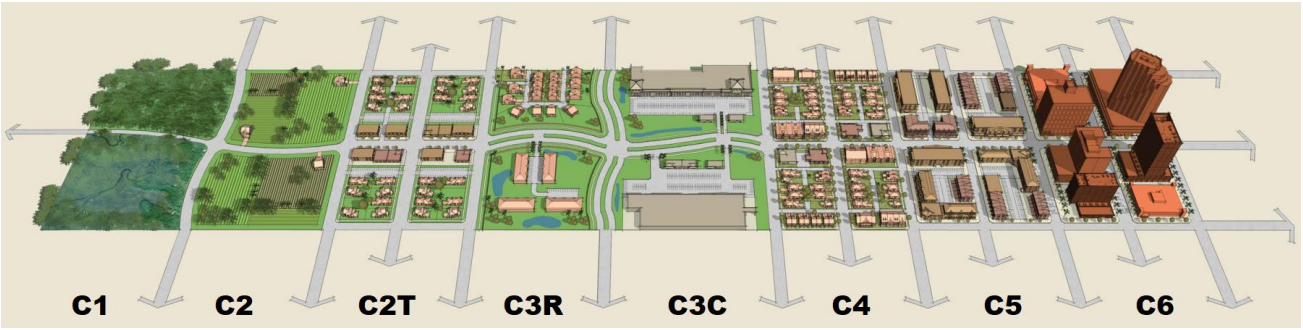
MOB Policy 1.1.c: Pedestrian Facility Level of Stress Standard – Level 2

Context Classifications are shown in MOB Figure No. 1, and the level of traffic stress for bicycle and pedestrian facilities are depicted in MOB Figure Nos. 2 and 3. MOB Figure Nos. 1 through 15 represent the City's Transportation Map Series.

MOB Policy 1.2: The City's projected transportation system standards and needs shall be based on, coordinated, and well-balanced with the existing and future land uses as shown in the Future Land Use Map Series. Roadways shall be designed based on their desired future land use context classification and shall be connected to increase interconnectivity and accessibility, particularly on Target Corridors and within the Downtown District.

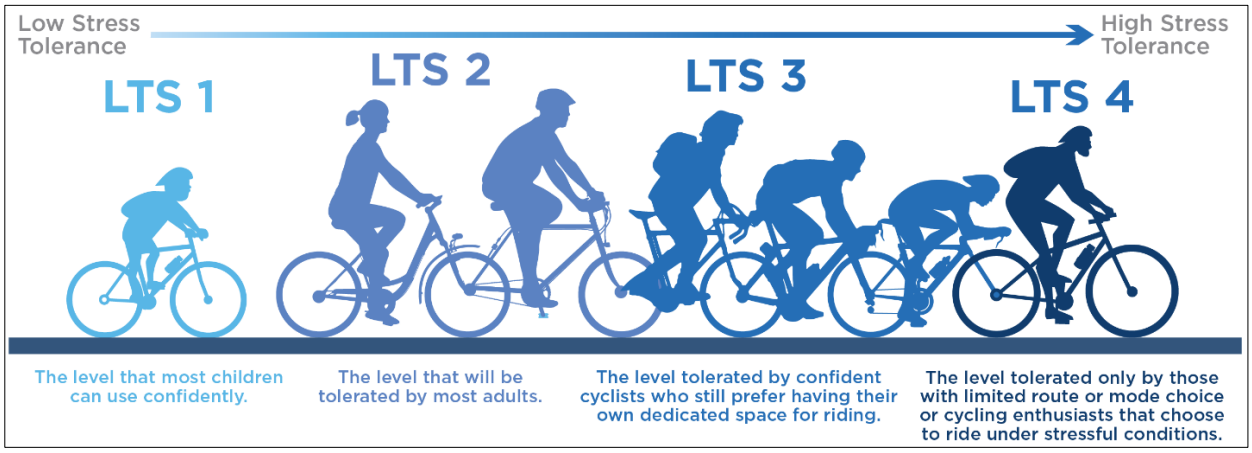
MOB Policy 1.3: The City shall apply context-sensitive solutions which integrate land use, environmental, and social considerations into project development, site design, and transportation design and treatment. Context-sensitive solutions shall address motorist traffic issues, protect the character of existing residential neighborhoods, improve safety, and enhance the quality of life. Standards to achieve context-sensitive solutions and complete streets shall be adopted into the Land Development Code and shall be implemented as new development, redevelopment, infill

MOB Figure No. 1: Context Classification



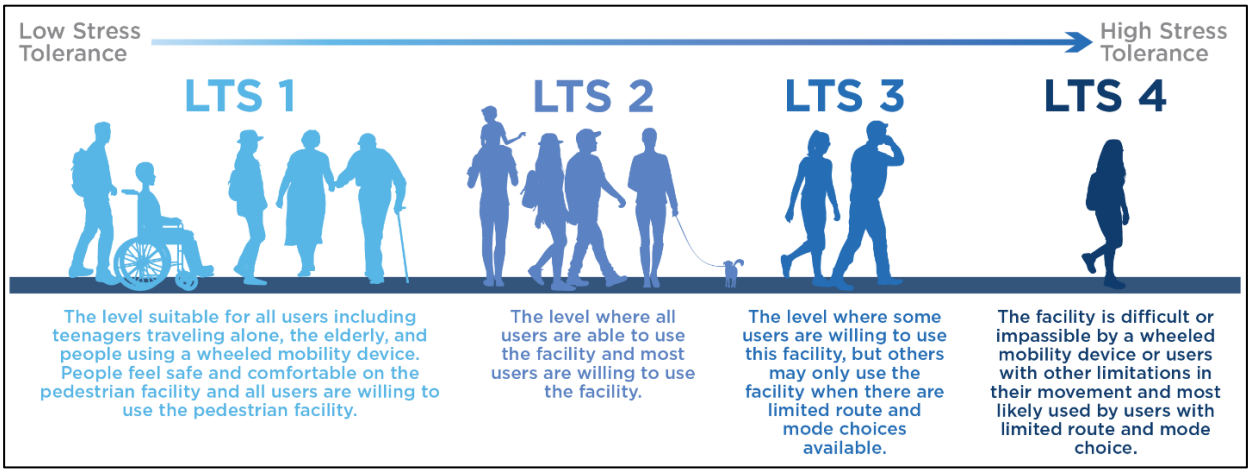
Source: FDOT's 2022 Context Classification Guide

MOB Figure 2: Bicycle Level of Traffic Stress



Source: FDOT's 2023 Multimodal Quality/Level of Service Handbook

MOB Figure 3: Pedestrian Level of Traffic Stress



Source: FDOT's 2023 Multimodal Quality/Level of Service Handbook

development or adaptive reuse occurs.

MOB Policy 1.4: The City shall continually seek opportunities to increase the percentage of households that are within a one-quarter (¼) walkable mile (or five-minute walk) of LYNX service, trail, or alternative mode of travel for work commutes.

MOB Policy 1.5: The City will work with the Florida Department of Transportation, MetroPlan Orlando, and LYNX to integrate transit facility improvements into site development and roadway projects in the City, where appropriate, and plan for the transportation needs of transportation-disadvantaged persons who reside, work, and/or visit the City.

MOB Policy 1.6: The City shall implement strategies to reduce pressure to widen roadways at great expense and that make them less safe for pedestrians and bicyclists. Such strategies include identifying opportunities to develop parallel and interconnecting roadways to create alternative connections and routes of travel, which lessen the use of and reliance on principal arterials and collectors for direct access, and the construction of modern

roundabouts. New developments should be developed with an interconnected network of gridded streets, whenever practicable.

MOB Policy 1.7: Based on the context of the land uses of the surrounding area of a development, shared driveways and cross access easements shall be required to be planned and/or installed for new developments or projects to reduce the number of driveways on arterial and collector roadways.

MOB Objective 2 - Safety, Efficiency, and Resiliency: The City shall emphasize safe mobility through transportation planning and design engineering to achieve safer vehicular travel speeds in support of the City's efforts to eliminate and reduce serious injuries and fatalities on its roadways.

MOB Policy 2.1: The City shall emphasize safety, prioritize projects that promote alternative modes of travel, and continually seek opportunities to correct existing system facility deficiencies and reduce the number and severity of vehicular crashes, particularly those involving bicyclists and pedestrians.

MOB Policy 2.2: The City shall coordinate with the Florida Department of Transportation, MetroPlan Orlando, LYNX, Orange County, neighboring jurisdictions and other agencies as needed to facilitate transportation projects that avoid disruptions in local conditions, meet identified needs, or improve access and safety on the multi-modal network.

MOB Policy 2.3: Development and redevelopment within the City shall mitigate adverse transportation impacts to the multimodal transportation system.

MOB Policy 2.4: The City shall regularly evaluate and be prepared for emerging transportation technologies including, but not limited to, micro-mobility such as bike share, autonomous vehicles, traffic signal coordination, and artificial intelligence, in relation to the impacts these advancements will have on mobility.

MOB Policy 2.5: The City shall support the use of micro-mobility, such as bike share, as a first/last mile access to other available transportation alternatives.

MOB Policy 2.6: The City will support the use of electric vehicles by adopting electric vehicle charging station requirements for new residential and non-residential development in the Land Development Code.

MOB Policy 2.7: The City shall support Intelligent Transportation Systems (ITS) that integrate communication, sensing, and control technologies in vehicles and infrastructure, transportation systems management (TSM) and other access management techniques to encourage the most coordinated and efficient use of its transportation infrastructure.

MOB Policy 2.8: Transportation plans shall integrate motorist needs with those of non-motorists, including bicycle facilities (multi-use trails, bike lanes, and cycle tracks), exercise trails, wide-walk pathways, non-motorized bicycling/walking corridors and, when possible, connections to such facilities.

The City shall coordinate with adjacent jurisdictions to ensure that trails that cross jurisdictional lines provide a safe and seamless travel path. Such transportation plans shall include educational materials for all mode users to understand their respective rights, responsibilities, and roles in ensuring and achieving safe mobility for all.

MOB Objective 3 - Coordination of Transportation and Land Use: The City shall coordinate mobility systems with the Future Land Use Map to ensure that existing and proposed population densities, housing and employment patterns and development

activities are consistent with the transportation modes and circulation plans proposed to serve these areas.

MOB Policy 3.1: The City shall ensure that a new development, Future Land Use map amendment, or rezoning does not cause the City's transportation system and network to operate below the adopted Levels of Service standards for roadway, bicycle, or pedestrian facilities or cause system operational failures. To this end, the City shall ensure that development pays its proportionate share of transportation impacts or construct needed mobility improvements for motorists and non-motorists.

MOB Policy 3.2: The City shall ensure that population growth trends, employment patterns, and travel demands are coordinated with the availability of multi-modal transportation facilities and services needed to accommodate them.

MOB Policy 3.3: Safe and interconnected pedestrian and bicycle access ways shall be provided, whenever possible, to connect residential and commercial developments to public uses and spaces, such as plazas, schools, libraries, parks, museums, intermodal transit stops, etc.

MOB Policy 3.4: The City shall promote connected, cohesive, and logical developments and development patterns that prioritize pedestrian/bicycle movements and the creation of successful 15-minute neighborhoods where core services and amenities are easily accessible by residents by walking or cycling. These services and amenities include community-scale education and healthcare, essential retail such grocery store/market and pharmacy, parks and civic spaces for recreation and socialization, employment, and similar daily needs.

MOB Policy 3.5: Higher density and intensity development nodes/clusters, mixed use and verticality shall be prioritized along or within one-quarter (¼) mile of the centerline of arterial/collector roadways.

MOB Objective 4 - Fiscally-Efficient Transportation Investment: The City shall make fiscally efficient mobility investments and prioritize cost-effective improvements to maximize existing systems and provide alternative travel modes. Develop strategies and incentives that foster economic vitality, particularly in the Downtown and Special Planning Area Overlays and corridors.

MOB Policy 4.1: The City shall identify and map needed right-of-way to ensure that adequate right-of-way for future transportation improvements including roadway, transit, and bicycle and pedestrian-dedicated facilities are secured as new projects and development occurs. Such maps shall be incorporated into the Mobility Map Series.

MOB Policy 4.2: The City shall facilitate the development of compact, mixed-use neighborhoods to help reduce Vehicle Miles of Travel (VMT) and increase use of non-automotive travel modes.

MOB Policy 4.3: The City will identify, prioritize and make operational improvements to increase efficiency of existing systems or identify alternative means or strategies to reduce travel demand before committing funding towards additional lanes to add capacity.

MOB Policy 4.3.a: Traffic signals and other traffic control/traffic management devices shall be kept in good working order.

MOB Policy 4.3.b: Gaps in pedestrian/bicycle paths on existing roadways shall be identified and bridged or addressed in order to increase use of alternative modes and help reduce

vehicular travel demands on roadways. Separation of pedestrian and bicycle infrastructure from motorists, by curbing, bollards, or otherwise providing a separate and protected lane of travel shall be considered on higher volume and higher speed roads.

MOB Policy 4.3.3: Through coordination with LYNX, the City shall identify opportunities to add to, improve upon or maintain transit facilities and amenities at bus stops to improve rider first/last mile experience and help increase transit ridership.

MOB Policy 4.3.4: Through inter-departmental coordination, intersection improvements, traffic calming measures, bicycle and pedestrian-designated facilities, access management strategies, and public transportation shelters and connections shall be identified and incorporated into the City's roadway maintenance program.

MOB Policy 4.4: The City shall maximize opportunities to include multi-modal design treatments, such as through the innovative use of pavement markings and restriping, as a part of regular maintenance and resurfacing of roadway facilities.

MOB Policy 4.5: City multi-modal transportation facilities shall be monitored and maintained regularly and shall be free of hazards or impediments to mobility to ensure a safe and comfortable travel experience for all mode users.

MOB Policy 4.6: The City will establish project priorities for transportation construction funding that improve the accessibility and visibility of the existing and planned economic activity centers in the city.

MOB Policy 4.7: In cooperation with LYNX, the City will encourage employers and developers to implement strategies, such as pedestrian-oriented site development, reduced on-site parking, bus pass programs, guaranteed ride home programs, and other demand management efforts, to help improve use of alternative modes and increase transit ridership.

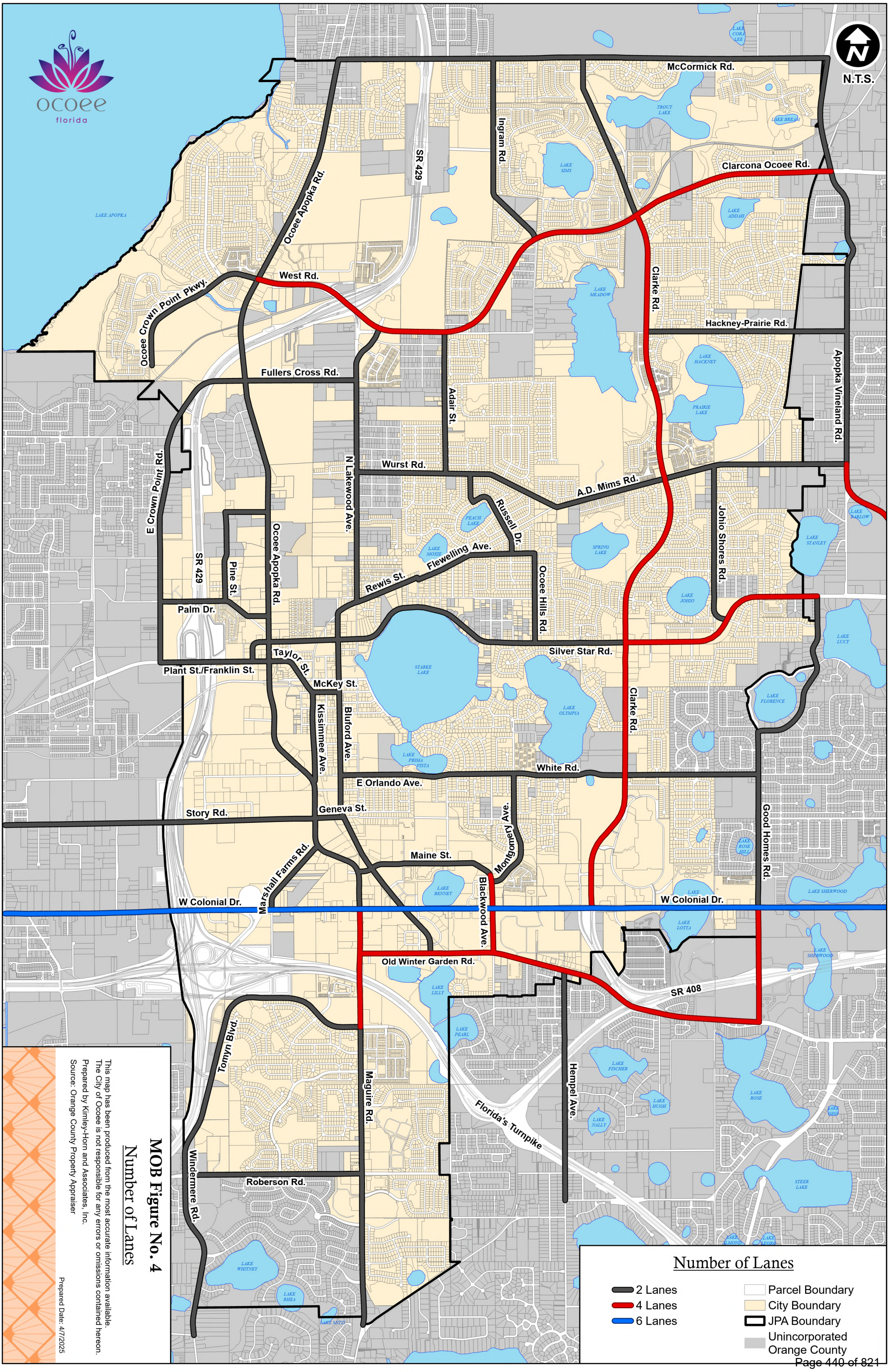
MOB Objective 5 - Funding for Transportation: The City shall seek funding opportunities and support major transportation investments that demonstrate an ability to substantially improve vehicular and pedestrian/bicycle mobility, encourage urban infill development, and reduce traffic congestion.

MOB Policy 5.1: The City shall pursue grants, programs, and funding partnerships whenever possible and shall maintain dedicated funding source(s) to advance multi-modal transportation projects and network improvements in order to address long-term mobility needs.

MOB Policy 5.2: The City shall use a combination of dedicated local funding and federal, state, and regional level grants or partnerships to improve the multi-modal transportation network.

MOB Policy 5.3: The City shall identify and update annually a list of short-term (5-year) and long-term (plan horizon) multi-modal transportation improvements needed to achieve and maintain levels of service so that such improvements can be planned and programmed in a timely manner.

MOB Policy 5.4: The City shall consider the list of short-term and long-term mobility needs for possible inclusion on the MetroPlan Orlando Priority Projects List (PPL) to secure funding and to advance city and those regional transportation projects that improve or support motorist, bicycle, and pedestrian levels of service standards within the City and surrounding areas.


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McCormick Rd.
Clarcona Ocoee Rd.
Ingram Rd.
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West Rd.
Ocoee Crown Point Pkwy.
Clarke Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Fullers Cross Rd.
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LAKE RHEA
LAKE MITZI
LAKE BENNET
MOB Figure No. 4
Number of Lanes
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025
Number of Lanes
2 Lanes
4 Lanes
6 Lanes
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County

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N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Ocoee Apopka Rd.
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Ingram Rd.
Clarke Rd.
West Rd.
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Florida's Turnpike
Windermere Rd.
Roberson Rd.

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LAKE MITZI

MOB Figure No. 5

Jurisdiction

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Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Jurisdiction

- FDOT
- Orange County
- City of Ocoee
- City of Winter Garden
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

MOB Figure No. 6

Existing Functional Classification

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser, FDOT

Prepared Date: 4/7/2025

N.T.S.

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LAKE MITZI

Existing Functional Classification

- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

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N.T.S.

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MOB Figure No. 7
Context Classification

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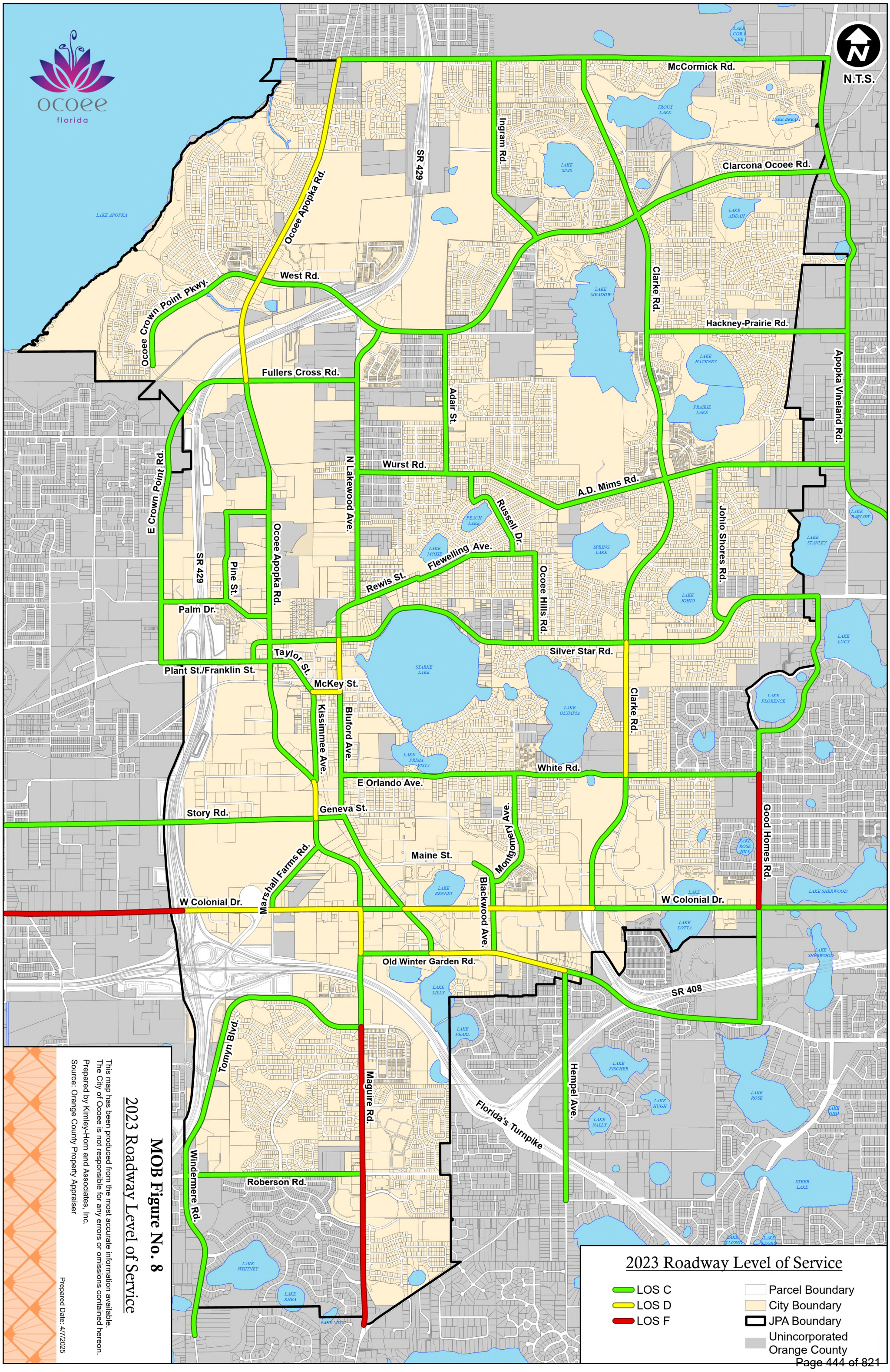
Prepared by Kimley-Horn and Associates, Inc.

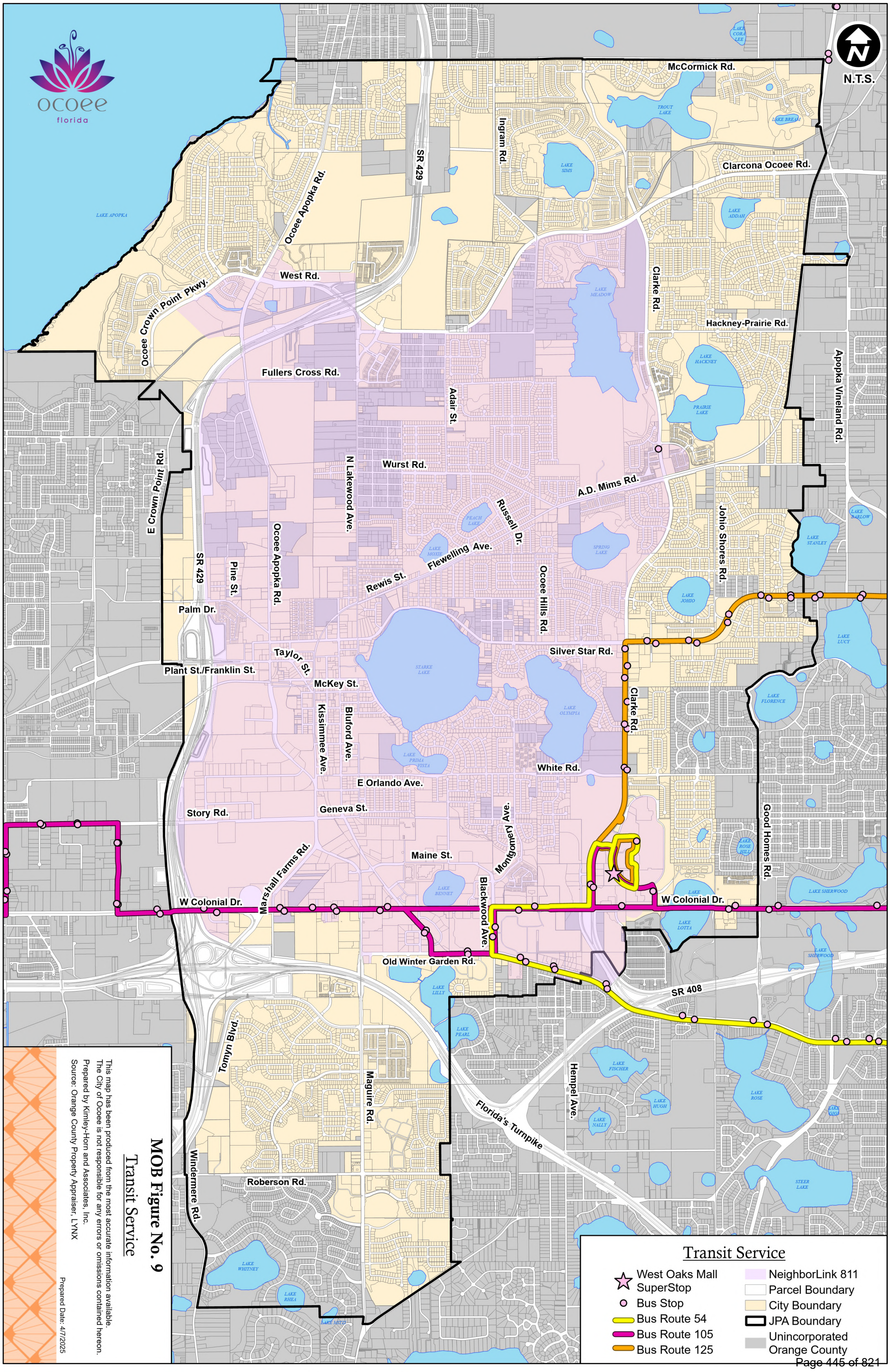
Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Context Classification

- C4: Urban General
- C3C: Suburban Commercial
- C3R: Suburban Residential
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County


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LAKE MITZI
MOB Figure No. 8
2023 Roadway Level of Service
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025
2023 Roadway Level of Service
LOS C
LOS D
LOS F
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County



MOB Figure No. 9

Transit Service

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser, LYNX

Prepared Date: 4/7/2025

Transit Service

- West Oaks Mall SuperStop
- Bus Stop
- Bus Route 54
- Bus Route 105
- Bus Route 125
- NeighborLink 811
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

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LAKE MITZI

MOB Figure No. 10

Existing Bicycle and Pedestrian Facilities

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

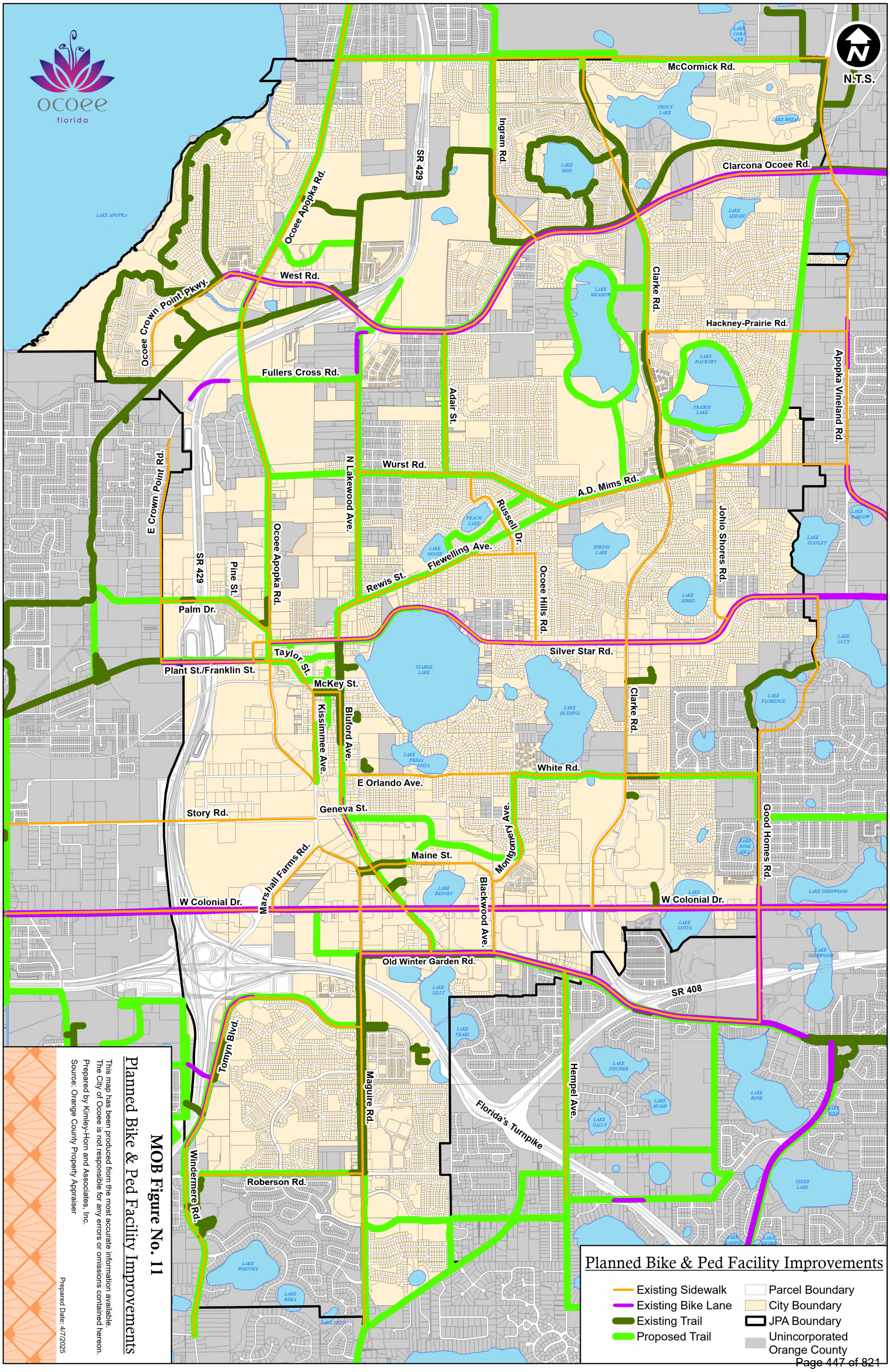
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Existing Bicycle and Pedestrian Facilities

- Existing Sidewalk
- Existing Bike Lane
- Existing Trail
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County


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MOB Figure No. 11
Planned Bike & Ped Facility Improvements
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025
Planned Bike & Ped Facility Improvements
Existing Sidewalk
Existing Bike Lane
Existing Trail
Proposed Trail
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County

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MOB Figure No. 12

Future (2034) Number of Lanes

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

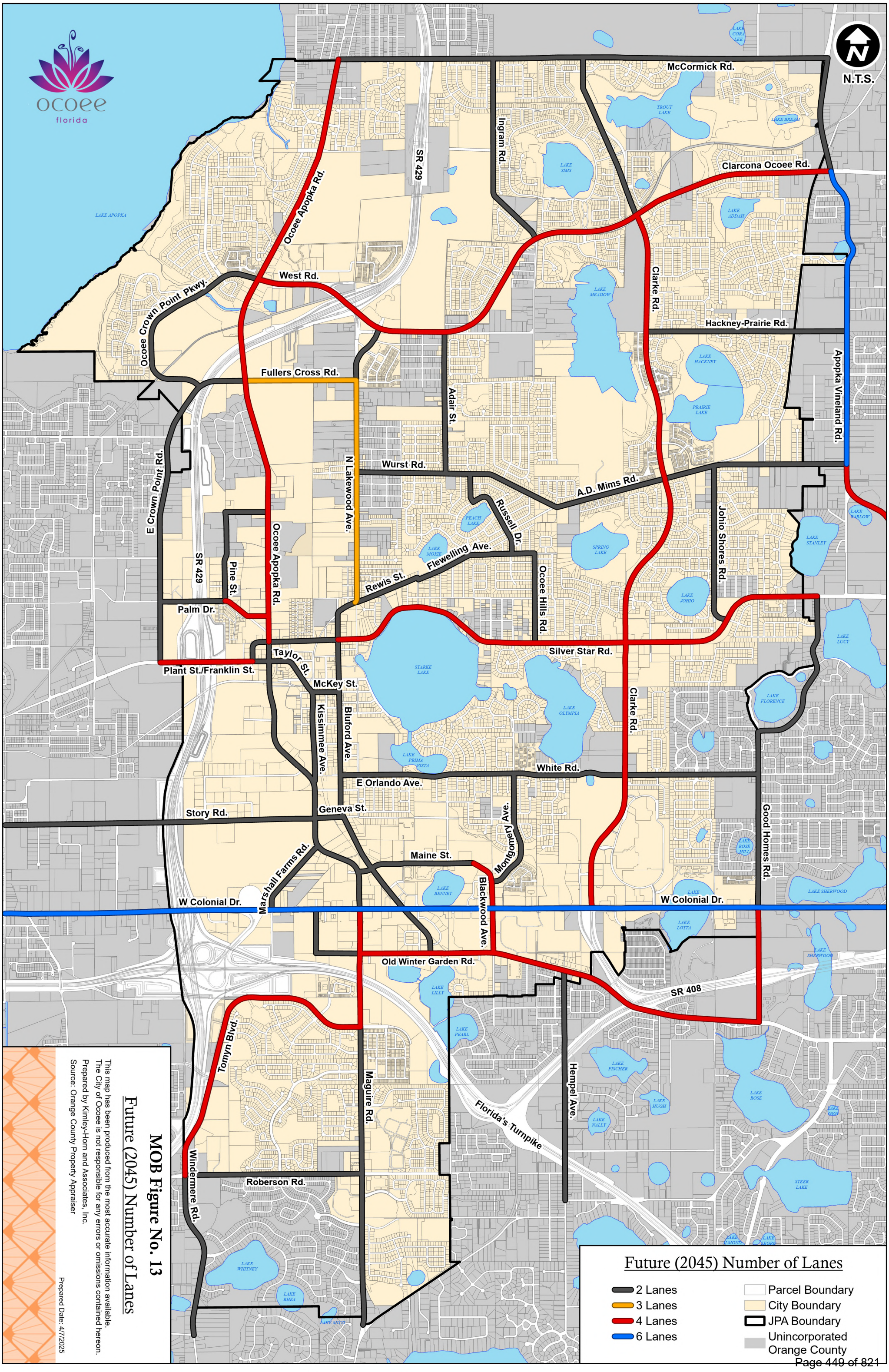
Prepared by Kimley-Horn and Associates, Inc.

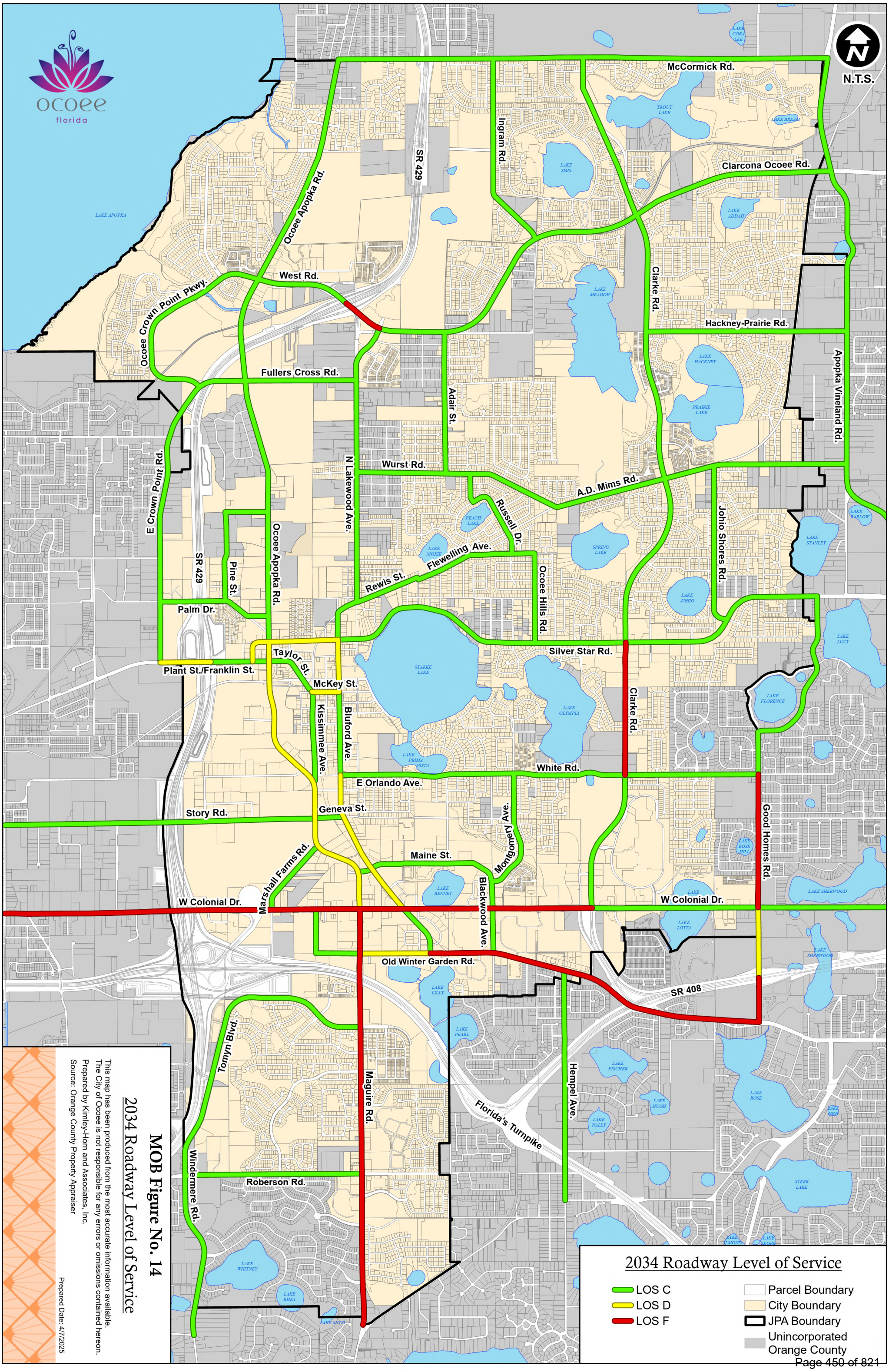
Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Future (2034) Number of Lanes

- 2 Lanes
- 3 Lanes
- 4 Lanes
- 6 Lanes
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County


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LAKE MITZI
MOB Figure No. 13
Future (2045) Number of Lanes
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025
Future (2045) Number of Lanes
2 Lanes
3 Lanes
4 Lanes
6 Lanes
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County



MOB Figure No. 14

2034 Roadway Level of Service

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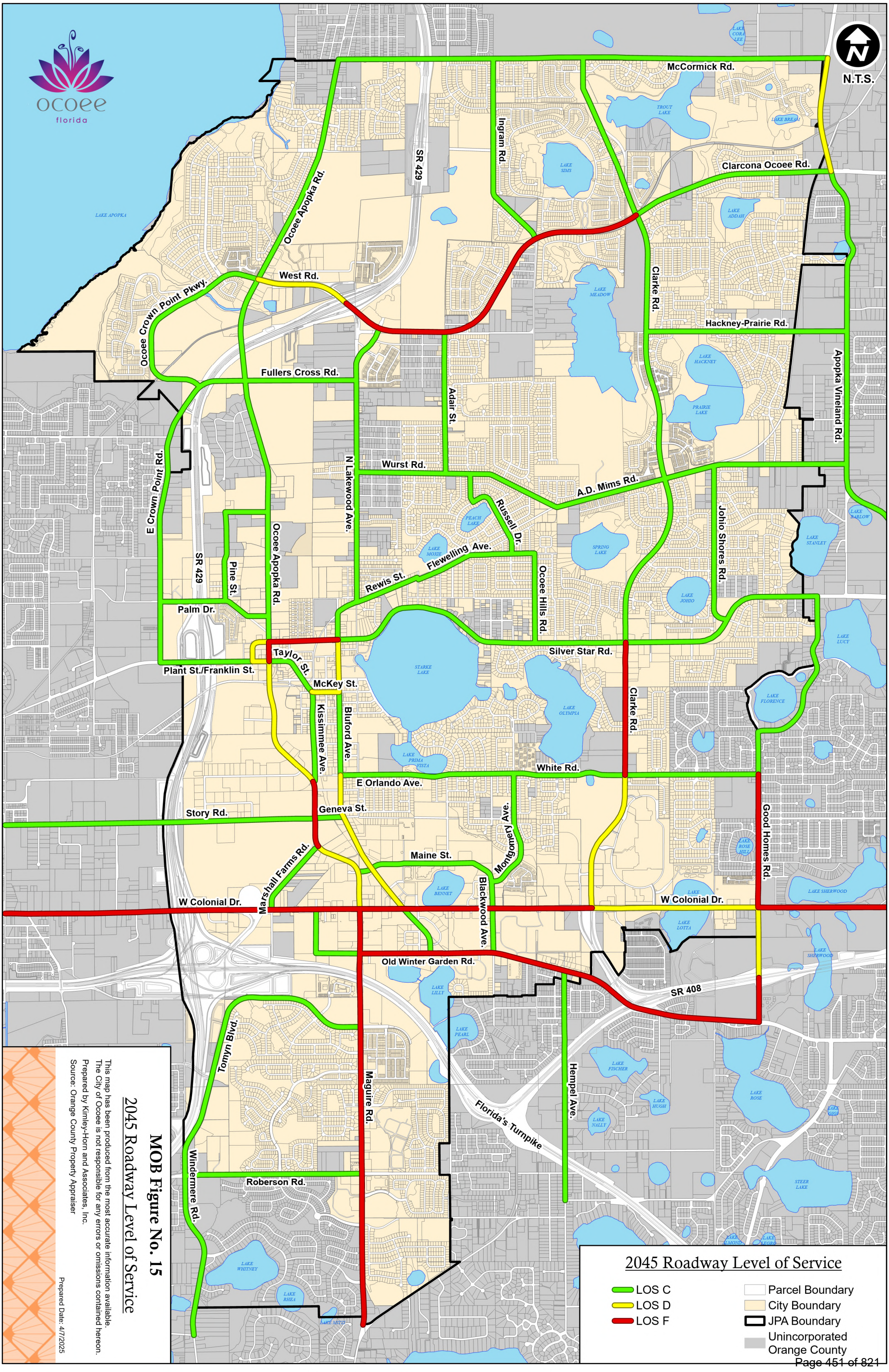
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

2034 Roadway Level of Service

- LOS C
- LOS D
- LOS F
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County


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MOB Figure No. 15
2045 Roadway Level of Service
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The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025
2045 Roadway Level of Service
LOS C
LOS D
LOS F
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County





ENVIRONMENT-FRIENDLY, RESILIENT & SUSTAINABLE

Conservation Element

CHAPTER

5

CONSERVATION ELEMENT

CON GOAL: CONSERVE THE CITY'S NATURAL RESOURCES. THE CITY SHALL PROTECT ITS NATURAL RESOURCES THROUGH THE PRESERVATION, REHABILITATION, AND CONSTRUCTION OF NATURAL AND ARTIFICIAL ECOSYSTEMS THAT WILL PROTECT HUMAN AND ENVIRONMENTAL HEALTH, SURFACE WATER, GROUNDWATER, AND AMBIENT AIR QUALITY, SURFACE WATER AND GROUND WATER AVAILABILITY AND ACCESS, SENSITIVE LANDS, ENDANGERED SPECIES, SPECIES OF CONCERN, AND SPECIES BIODIVERSITY, AND SUPPORT A SAFE, HEALTHY, AND THRIVING COMMUNITY.

CON Objective 1 - Minimize Development Impacts: The City shall promote green development initiatives and Low Impact Development through the implementation of the Land Development Code to conserve energy and protect the City's natural resources through energy-efficient and sustainable construction practices and projects that minimize air, water, noise, and light pollution during the construction process, and for the life of the building or structure.

CON Policy 1.1: The City shall increase night sky access, improve nighttime visibility, and reduce the consequences of development on wildlife and people by limiting backlighting, uplighting, and glare. The Land Development Code shall define and establish guidelines for acceptable lighting based on the Illuminating Engineering Society (IES) TM-15-11, Addendum A.

CON Policy 1.2: The City shall minimize water demand.

CON Policy 1.2.a: The City shall enforce the water conservation measures described in the Infrastructure Element and Chapter 175 - WATER CONSERVATION FOR LANDSCAPE IRRIGATION, IRRIGATION SYSTEM DESIGN AND INSTALLATION STANDARDS, AND EFFICIENT PLUMBING REQUIREMENTS of the City of Ocoee's Code of Ordinances.

CON Policy 1.2.b: Through implementing Best Management Practices described under Chapter 175 of the City's Code of Ordinances, developments shall demonstrate a reduction in outdoor water consumption by a minimum of fifty (50) percent compared to the baseline for a site's peak watering month as calculated by the Environmental Protection Agency (EPA) WaterSense Water Budget Tool. A minimum of thirty (30) percent of the reduction must be achieved through plant species selection and irrigation system efficiency. Additional reductions beyond thirty (30) percent may be achieved using any combination of efficiency, alternative water sources, and smart scheduling technologies.

CON Table 1: Baseline water consumption of fixtures and fittings

Fixture or Fitting	Baseline (IP Units)
Toilet*	1.6 gpf
Urinal*	1.0 gpf
Public lavatory (restroom) faucet	0.5 gpm at 60 psi all others except private applications
Private lavatory faucets	2.2 gpm at 60 psi
Kitchen faucet (excluding faucets used exclusively for filling operation)	2.2 gpm at 60 psi
Showerhead*	2.5 gpm at 80 psi per shower stall

*WaterSense label available for this product type

CON Policy 1.2.c: Through implementing Best Management Practices established under Chapter 175 of the City's Code of Ordinances, developments shall, at a minimum, minimize indoor water consumption by twenty (20) percent from the baseline water consumption of fixtures and fittings listed in CON Table 1. Baseline water consumption of fixtures and fittings.

CON Policy 1.2.d: Through implementing Best Management Practices established under Chapter 175 of the City's Code of Ordinances, developments shall ensure that requirements of appliances listed in CON Table 2 Standards for appliances.

CON Table 2: Standards for Appliances

Kitchen Equipment		**Requirement (IP units)**
Dishwasher	Under-counter	≤ 1.6 gal/rack
	Stationary, single tank, door	≤1.4 gal/rack
	Single tank, conveyor	≤ 1.0 gal/rack
	Multiple tank, conveyor	≤ 0.9 gal/rack
	Flight Machine	≤ 180 gal/hour
Food Steamer	Batch	≤ 6 gal/hour/pan
	Cook-to-order	≤ 10 gal/hour/pan
Combination Oven	Countertop or stand	≤ 3.5 gal/hour/pan
	Roll-in	≤ 3.5 gal/hour/pan

CON Policy 1.2.e: Consumption of water shall be prioritized by water quality as described in the Infrastructure Element.

CON Policy 1.2.f: The City may educate residents on the water metering services provided by the City that can help them reduce their water consumption and save money.

CON Policy 1.3: The City shall adopt and implement energy-efficiency standards within the Land Development Code to support its efforts to reduce excessive energy use and lessen adverse impacts to the City's natural, built, and economic environment.

CON Policy 1.4: Developments and redevelopment are encouraged to reduce reliance on fossil fuel-derived energy sources by incorporating on-site renewable energy systems or grid-source renewable energy technologies and carbon mitigation. Green or renewable energy can be in the form of wind or solar resources, and carbon mitigation options include the purchase of carbon offsets and renewable energy certificates (RECs).

CON Policy 1.5: The City shall minimize the volume or amount of waste that is disposed of in landfills through recycling, salvaging, reuse and donation of debris and other construction materials or byproducts.

CON Policy 1.5.a: The City shall continue providing collection services that pick up and properly dispose of recyclable material for residents within the City.

CON Policy 1.5.b: Development, redevelopment, and infill development activities shall minimize demolition and construction debris and use of virgin materials. Where possible, concrete debris can be reused as the base for roadways, parking lots, and driveways.

CON Policy 1.6: The City will promote the reduction in the release of persistent, bio-accumulative, and toxic chemicals associated with the life cycle of building materials by encouraging developments to:

- Reduce the risk of mercury release, an EPA Priority Pollutants, by reducing the use of mercury-containing products and devices through product substitution, capture, and recycling during the construction phase. Buildings that currently make use of mercury-containing products will be encouraged to develop a plan to safely phase-out and dispose of these products.
- Use products that are a part of a building's permanent installation to have an Environmental Product Declaration (EPD) that conforms to ISO 14025, 14044, 14040

and 21930. If an EPD does not exist, encourage its creation.

- Use of products that are Cradle to Cradle Certified or comply with USGGBC approved building product optimization criteria, or do not contain any GreenScreen Benchmark 1 hazards or ingredients listed on the REACH Authorization or Candidate list or are products that comply with USGGBC approved building product optimization criteria.
- Reduce the risk of lead, copper, and cadmium release by encouraging substitutes for material that are manufactured with these metals when possible.
- Use a minimum of three (3) material categories that are free of volatile organic compounds (VOCs) by content based on General Emissions Evaluations.

CON Policy 1.7: To protect and preserve natural resources that extend beyond jurisdictional boundaries, the City shall coordinate with Orange County, neighboring jurisdictions and regional, state, and federal agencies to cooperatively support the protection of these natural resources.

CON Policy 1.8: The City shall require all developments to perform, or if already available provide, a Phase I Environmental Site Assessment (ESA) conducted by a qualified professional, such as a professional engineer or professional geologist. The ESA results shall be submitted to the City as part of the site plan application packet.

CON Policy 1.9: The City shall require, at a minimum, all developments to perform a Phase II Environmental Site Assessment on brownfields, and sites that have Recognized Environmental Conditions (RECs) identified by a Phase I ESA, prior to development.

CON Policy 1.10: The City shall establish an Urban Forest Management Plan (UFMP) which shall include a Canopy Action Plan and Urban Forest Maintenance Plan and shall include the following strategies:

CON Policy 1.10.a: The City shall continue the preservation of existing woodlands and encourage the renewal of Urban woodlands.

CON Policy 1.10.b: The City shall work towards increasing the urban tree canopy coverage to 50% within the City by 2045. The City shall utilize the i-Tree Canopy Cover Assessment and Tree Benefits Report 2024 to establish a baseline for tree canopy coverage within the City, which shall be updated every five (5) years to measure progress towards this goal.

CON Policy 1.10.c: The City shall prioritize the use of suitable native trees and native vegetation within degraded streams, wetlands, and lake buffers, and on steep slopes.

CON Policy 1.10.d: The City shall continue its commitment to meeting the requirements for the honorary designation of "Tree City, USA."

CON Policy 1.10.e: Whenever possible the City shall plant street trees in planter strips and tree boxes located along sidewalks within the City right-of-way and City-owned properties to create an aesthetically appealing public realm, provide an effective tree canopy, avoid sidewalk and utility damage, and minimize water consumption.

CON Policy 1.11: The City shall develop and implement land development regulations that include options for natural and artificial urban green spaces, including but not limited to, the use of vegetated roofs to minimize the

ecological and environmental losses that accompany development.

CON Policy 1.12: The City shall utilize the soil association classifications within the National Resource Conservation Service in order to determine the development potential of proposed construction sites within the City's corporate limits. (CON Figure No. 3)

Objective 2 - Water Quality Protection: The City shall protect the availability, accessibility, and the quality of all surface waters, whether publicly or privately owned, and ground water.

CON Policy 2.1: The City shall use the standard of Class III Waters per Rule 62-302.530, F.A.C., as an appropriate index for testing water quality.

CON Policy 2.2: The City shall implement the National Pollution Discharge and Elimination System (NPDES) Outfall and Lake Monitoring programs.

CON Policy 2.3: The City shall participate in the Wekiva Basin Management Action Plan and the Ocklawaha Basin Management Action Plan (BMAP) to identify, and implement when economically feasible, projects that prioritize water quality improvements and protections.

CON Policy 2.4: The City shall regulate development activities in order to protect natural water-cleansing features and reduce or prevent discharge of contaminates from urban and agriculture land uses.

CON Policy 2.4.a: The City shall expand and improve its multiple separate storm sewer system (MS4) as described in the Drainage Element to capture and treat surface water runoff prior to discharging to a water body or infiltrating into a superficial aquifer.

CON Policy 2.4.b: All new development shall be required to meet the stormwater retention and detention requirements set forth in the Drainage Element of this Plan, the City's Land Development Code, and all applicable SJRWMD regulations; the more stringent requirements take precedence.

CON Policy 2.4.c: In order to reduce the pollutant loading into surface waters, the City will promote low impact development stormwater management and the use of natural features in the treatment of stormwater runoff, limit the destruction of native vegetation and/or land clearing with such natural features, provide vegetated open space requirements, and require upland buffers and/or environmental swales surrounding natural features. For the purposes of this policy, natural features shall include City, State, and Federal wetlands and FEMA identified riverine areas.

CON Policy 2.5: The City shall implement measures to reduce the pollution loading to surface waters running into or through the City that discharge to water bodies that are considered to be impaired by the Florida Department of Environmental Protection (FDEP).

CON Policy 2.6: The City shall protect the banks of water bodies and open channel conveyance systems from erosion to prevent the siltation of sediments into water bodies through enforcement of the Land Development Code and Drainage Element.

CON Policy 2.7: The City shall minimize ground water withdrawal through initiatives set forth by the Water and Sewer Sub-Element of the Infrastructure Element, which include, but are not limited to, prioritizing the use of surface waters, stormwaters, and reclaimed waters to reduce the burden of groundwater pumping.

CON Policy 2.8: The City shall restrict fertilizer use and water consumption through the City Code of Ordinances.

CON Policy 2.9: To protect surface waters and groundwaters from contamination that may leach from impacted soils, the City shall require all development sites to conduct a Phase 1 Environmental Site Assessment as described in the ASTM E1527-05. If the site is contaminated, or suspected to be contaminated, the developer shall conduct a Phase II Environmental Site Assessment as described in ASTM E1903-11. If the Phase II soil or groundwater contamination is found to meet or exceed regulatory thresholds, remediation to reduce contamination shall be required consistent with EPA's standards prior to development.

CON Policy 2.10: The City shall protect the aquifer through the adoption and implementation of stringent policies and regulations that function to improve water quality of any waters that naturally or through human action, whether directly or indirectly, infiltrate or discharge into the aquifer.

CON Policy 2.11: The City shall seek opportunities to maximize and protect aquifer recharge by prohibiting land uses in areas of high aquifer recharge area, based on the Florida Forever Needs Analysis Map or newer study, that may negatively impact the aquifer, such as limiting the use and placement of impervious materials in a manner that redirects or modifies the flow of water, or limiting development activities that otherwise significantly limit the natural absorption of water directly into the ground or limiting development activities that pose a high risk of contamination to the aquifer. When development in high recharge areas are unavoidable, such development shall be designed following Best Management Practices that protect the volume and quality of water entering the aquifer, such as clustering or minimizing development footprints away from high recharge areas or placement of passive and active open spaces in these high recharge areas. (CON Figure No. 2)

CON Objective 3 - Wetland and Floodplain Protection: The City shall protect and conserve its functionally and environmentally significant wetlands, hydric soils, and flood prone areas from physical and hydrological alterations through enforcement of Flood Hazard Avoidance Regulations, directing incompatible land uses away from wetlands, and, where appropriate, creation of one-lot plats and placement of such areas into the Conservation future land use designation.

CON Policy 3.1: The City hereby adopts the CON Figure No. 1 Designated Wetlands Map, which reflects the summation of those wetlands designated as Conservation on the adopted Future Land Use Map (as of 2023), those wetlands designated as Conservation by Orange County (as of 2023) within the City of Ocoee/Orange County Joint Planning Area (JPA) Agreement, and those properties within the JPA identified by Natural Resource Conservation Service (NRCS) as having soils that exhibit hydric properties. The City shall also evaluate properties that have the potential of containing hydric soils as new developments are submitted for review, to include an environmental site assessment to identify and classify the presence of wetlands, floodplains or hydric soils.

CON Policy 3.2: The City shall coordinate with the U.S Army Corp of Engineers, the Florida Department of Environmental Protections, and the SJRWMD to further the City's efforts towards identifying and protecting wetlands and floodplains located within the city limits, but that are under the jurisdictional authority of these agencies, for the purpose of Identifying conservation areas/corridors where special zoning regulations and performance standards apply.

CON Policy 3.3: Within the Stormwater Master Plan Update as described in the Drainage Element of Chapter 3 of this Comprehensive Plan, the City shall include a section dedicated to the identification, protection, conservation, and management of areas, such as wetlands, that serve a crucial natural function in managing floods by providing storage areas for excess water during times of high flow.

CON Policy 3.4: Should any portion of the designated wetlands referenced in this Section, and any soil identified by the NRCS as possibly exhibiting hydric qualities, intersect with a developer/applicant, then the City shall require a study of the wetlands by an ecologist, biologist, or similar profession to determine the area and quality of the wetland. If the study indicates the above is valid, then the City will designate the area as a Conservation Area. If it is not found to be a Conservation Area, the land will then be subject to the City's Floodplain regulations. (DRN Figure No. 2)

CON Policy 3.5: The City shall include in the Land Development Code a requirement that any development that contains land meeting the definition of a wetland as defined by the Florida Statues, whether it has been previously identified by the City as such or not, shall conduct a wetland delineation in accordance with current rules and regulations of the Florida Administrative Code. A delineation of the upland wetland boundary shall be established based upon an on-site field survey by a professional biologist, or registered engineer retained by the applicant and coordinated with SJRWMD, the FDEP, and/or the U.S. Army Corps of Engineers. Furthermore, the development shall, through a comprehensive planning process, identify the types, values, function, size, and conditions, and specific locations of the wetlands on the site.

CON Policy 3.5.a: As a habitat protection measure, a nonstructural water quality control measure, and a flood resiliency measure, the City shall continue to utilize standards and guidelines through the Land Development Code to protect wetlands under the regulatory jurisdiction of the City, State, and Federal governments, including:

- Preventing excavation or filling within wetlands unless the City Commission finds, on the basis of reasonable evidence, that there are no alternatives to filling,
- Where disturbance is permitted, requiring a two-for-one (2:1) replacement of area and maintenance of proximal locational relationship and functionality to the maximum extent possible, and enforcement of alternative mitigation requirements, if necessary,
- Where a two-for-one (2:1) replacement of wetland area is required, the priority of replacement location in descending order is:

  (a) within the project boundaries;

  (b) within the hydrologic unit code (HUC) 14 sub watershed;

  (c) within the City;

  (d) within the HUC 12 sub watershed;

  (e) within HUC 10 watershed; and

  (f) within HUC 8 sub-basin,
- Preserving existing native plant communities surrounding a wetland to a minimum of 25 feet. If no existing native plant community exists, the minimum buffer shall be at least 15 feet, but shall average at least 25 feet if supplemented with suitable, native and non-invasive plant species.
- Prohibiting the placement of septic tanks in wetlands and flood prone

areas and adhering to all other requirements set forth dictating On-site Sewage Treatment and Disposal Systems (OSTDS) described by the Infrastructure Element and the Engineering Standards Manual (ESM); on-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

- Continuing to direct development away from wetland and wetland transition areas.
- For developments located directly upland of a wetland, ensuring that predevelopment water flow (rate, magnitude, frequency, duration, timing, and quality), to the maximum extent possible, is maintained to preserve a healthy wetland ecosystem during any modification of development,
- Ensuring that managed wetlands conform to standards included in the Comprehensive Plan and Land Development Code, and
- Transferring development rights, where appropriate, to protect Conservation Areas or wetlands.

CON Policy 3.6: The City shall provide opportunities to annex property within the Ocoee Joint Planning Area (JPA) into the City in order to maintain the size and integrity of wetlands and minimize wetland degradation through gradual isolation. (CON Figure No. 1)

CON Policy 3.7: The City shall protect the natural functions of the 100-year floodplains and flood prone areas prescribed by FEMA, Orange County, and City Floodplain Management Regulations in order to maintain their flood-carrying and flood storage capacities. (DRN Figure No. 2)

CON Policy 3.7.a: The City shall continue to implement the provisions of the Floodplain Management and Natural Resources Ordinances.

CON Policy 3.7.b: Prevention of excavation, fill, construction, substantial improvements, and other development within the Floodway and 100-year Floodplain. (DRN Figure No. 2)

CON Policy 3.7.c: If intrusion into the 100-year Floodplain cannot be avoided, substantial evidence shall be provided that demonstrates:

- That no practical alternatives exist,
- The intrusion shall not increase the flood hazard on other property
- Must meet compensatory storage requirements of the Drainage Element and ESM
- Submittal of a CLOMR-F to be approved by FEMA and submitted to the City prior to development and a LOMR-F approved by FEMA and submitted to the City prior to construction.

CON Policy 3.7.d: The City shall regulate Future Development utilizing the stormwater Level of Service standards identified in the Drainage Element and floodplain management practices as prescribed in the Engineering Standards Manual (ESM). The ESM regulations are consistent with, or better than, the policies and regulations of the NFIP.

CON Policy 3.7.e: Future development, as defined by the Ocoee Land Development Code, shall not occur within 15 feet of an approved 100-year floodplain elevation (DRN Figure No. 2) and the average buffer between development and an approved 100-year floodplain elevation shall not be less than 25 feet except where exempt by

State Statute or in cases where offsetting on-site environmental mitigation or enhancement of these areas is demonstrated to improve natural function or to provide low-impact uses or recreational amenities, that are permitted by the NFIP, which encourage enjoyment of such areas.

CON Policy 3.7.f: Limited low-impact and passive recreational development as defined by the Ocoee Land Development Code may be permitted at the City's discretion within portions of the 100-year floodplain (DRN Figure No. 2), which are situated above the normal high-water level of lakes, streams, and flood prone areas and are at least 25 feet upland of any jurisdictional wetland area. Types of uses may be permitted on a case-by-case basis include landscaping, passive open space area, park benches, pedestrian/bicycle/multi-use trails, open play fields, covered shelters, picnic tables, play courts, and similar uses where no reduction of flood storage capacity has been demonstrated.

CON Policy 3.7.g: The City shall prohibit channelization in special flood hazard areas without base flood elevations, or in special flood hazard areas with base flood elevations but without floodway designations within the Ocoee JPA and utilize BMPs for top of bank management.

Policy 3.7.h: To the extent practicable, the City shall protect drainageways through minimized disturbance and channelization by adopting standards to protect drainageways, including top of bank setbacks and special piping considerations as detailed in the Floodplain Management Ordinance.

CON Policy 3.8: Developments in the flood prone areas which were built before the City entered into the Federal Emergency Management Agency (FEMA) program are considered legally non-conforming structures. Such developments are exempt from conforming to policy updates until the substantial damage or substantial improvements (SDSI) thresholds are met, as defined in the Floodplain Management Ordinance, at which point compliance to the current Floodplain Ordinance must be met.

CON Policy 3.9: The City will continue to participate in the FEMA program, adhere to regulations set forth by the National Flood Insurance Program (NFIP), and maintain its participation with the Community Rating System (CRS). The City will enforce new floodplain elevations as established by FEMA in the review of proposed development and, for existing development, will enforce the non-conforming uses regulations as described in the Floodplain Management Ordinance.

CON Policy 3.10: The City shall rely upon conservation easements or require dedication of open space areas to the City or other appropriate conservation agency as a tool for preserving floodplain, wetland, and ecologically significant communities. The City shall amend the Land Development Code to provide for the dedication of conservation easements or reservation where the City finds that the dedication is reasonable in order to protect the value and function of the wetland.

CON Policy 3.11: Wetland and floodplain development restrictions shall be administered through the following policies. The City shall adopt land development regulations implementing these policies.

CON Policy 3.11.a: Review Process. The City shall coordinate with the jurisdictional agencies for purposes of rendering legal, equitable, and environmentally sensitive determinations of the development rights to be permitted on such wetlands and/or lands under the jurisdiction of the State or

Federal government. The developer of a parcel of environmentally sensitive land shall be responsible for obtaining permits or exemptions of development. In all cases where approval of Federal and/or State Regulatory Agencies is necessary, applicants must provide the City of Ocoee with a complete copy of all permits or permit applications submitted to the Water Management Districts, Florida Department of Environmental Protection, or Army Corps of Engineers, or a statement from the applicant's environmental consultant explaining why no permit is required, before the City can complete its review. Regardless of permitting by the Federal or State permitting agencies, the City shall reserve the right to determine the appropriate land use, density/intensity, and special mitigation measures including but not limited to, the constriction of culverts or other means.

CON Policy 3.11.b: Burden on the Applicant. The applicant shall bear the burden of proof in determining that development shall not adversely impact wetlands, transitional wetlands, floodplains, and other environmentally fragile natural systems. The applicant shall prove that the type, value, function, size, and condition of the wetland or flood prone area will not be adversely impacted. Such determinations shall be based on physical and biological data obtained from specific site investigations by a biologist, and engineer, or by another professional competent in producing data and analysis necessary to support impact assessments.

CON Policy 3.11.c: Coordination with other Agencies. Orange County as well as representatives of the FDEP, U.S. Army Corps of Engineers, the SJRWMD, or the U.S. Fish and Wildlife Service may be included during the development review process to assist in identifying and delineating wetlands and flood prone areas. Applicants shall have an opportunity to demonstrate that any wetland or floodplain designations within the confines of their property no longer function as defined wetlands or floodplain.

CON Policy 3.11.d: Waiver for Marginal Wetlands if Mitigated. For small, isolated wetlands and floodplains that the developer is providing viable compensatory preserve areas which mitigate against a loss of viable wetland system and/or flood storage, the City may waive the preservation requirements, in and only in, the case of an overriding public interest.

CON Policy 3.11.e: The City of Ocoee shall penalize those responsible for the unauthorized destruction or substantial degradation of wetlands, as identified by the City. All City building permits shall be withheld until the damage is repaired or applicable permits are issued by the appropriate agency. Any violation shall be punishable as described in City Code of Ordinances, including by the assessment of code enforcement fines and recorded liens.

CON Objective 4 - Species and Habitat Protection: The City of Ocoee shall protect endangered species, species of concern, and species biodiversity by regulating development through the implementation of the Land Development Code, in order to minimize impairments to the functionality of vital natural systems, including the protection and conservation of soils, native wetland and vegetative communities, rare upland areas, urban woodlands, tree canopy, historic trees, and other environmentally sensitive lands.

CON Policy 4.1: Within the City of Ocoee, all endangered and threatened species shall be afforded protection by the City through the regulatory authority of the U.S. Fish and Wildlife

Service, the Florida Game and Freshwater Fish Commission and the Florida Department of Environmental Protection, as mandated by the federal Endangered Species Act of 1973 and the Florida Endangered and Threatened Species Act of 1977 (s. 372.072, F.S.)

CON Policy 4.2: The City shall require, where appropriate, the utilization of wildlife corridors to provide connectivity between protected wetland systems (DRN Figure No. 2 and CON Figure No. 1) through transitional uplands. The wildlife corridor shall be defined as during project master plan review and shall be clearly represented on the final approved master plan. The extent (width and configuration) of such wildlife corridors shall be established on a case-by-case basis, depending on the recommendations of the applicable wildlife agencies, vegetative communities, soil associations, and the likely occurrence of endangered and threatened species and species of special concern and their habitat. The wildlife corridors shall be buffered from the developed portions of the development site using Best Management Practices, and a conservation easement shall be applied to the wildlife corridors, pursuant to Section 704.06, F.S.

CON Policy 4.3: If an Environmental Site Assessment, as described in Policy (above) indicates that Endangered or Threatened Species, or Species of Special Concern are found on site, the City shall require that the applicant work with the appropriate wildlife agencies on appropriate protection measures. Such measures may include preservation, habitat management, species relocation, or incidental taking as authorized by the wildlife agencies. The City shall issue no development approvals that are inconsistent with Federal, State, or local Management Plans.

CON Policy 4.4: The City shall conserve the biologically diverse communities of freshwater wetlands as detailed in this Plan, the Land Development Code, and the Engineering Standards Manual.

CON Policy 4.5: The City's preservation efforts for upland habitats, including threatened and endangered species of plants and animals, and plant and animal species of special concern, shall apply to proposed developments on vacant (undeveloped) sites. The City shall require a tree survey and encourage the preservation of native trees, especially specimen trees, and require the preservation of any protected trees in accordance with its Arbor Code. The site shall be inspected by an ecologist, biologist, or a similar professional for the presence of state and federally protected plant and animal species. Site Surveys shall address the size and distribution of native habitat, wildlife and listed species populations within a proposed development site, and the feasibility and viability of off-site protection and management. The survey shall also address the appropriateness of migration to an acceptable off-site location in the event that on-site migration is shown to be ineffective. Protection of any wildlife and protected habitat will be required as part of the overall development plan submitted for development approval.

CON Policy 4.6: The City shall maintain a GIS record of areas within the City where endangered species, or species of concern, are known to have taken up residence or frequently visit along migratory routes. This record shall be updated annually through cross references with the Florida Department of Environmental Protection Agency, the Fish and Wildlife Services, Audubon Florida, and field surveys.

CON Policy 4.7: The City shall make efforts to preserve and include pollinator friendly landscaping in the natural and built environments throughout the City.

CON Policy 4.8: The City shall use, where appropriate, the planning tool known as "transfer of development rights" to protect or preserve uplands serving as known habitat for endangered and threatened species.

Police CON 4.9: The City shall maintain, throughout the planning period, the most appropriate means of protecting environmentally sensitive lands. Alternative methods shall include acquisition, regulation, and maintenance of City-owned lands, or any combination of the above.

Policy Con 4.10: The City shall collaborate with community leaders to plan education and outreach actives that help residents identify and understand the unique species and habitats around them, teach residents BMPs that protect and conserve their natural environment, and empower residents to take action at home and as part of their daily routine measures to protect the natural environment.

CON Objective 5 - Air Quality Protection: The City shall support efforts to improve air quality as a means to protect human and environmental health by seeking plans and investments that reduce the release of air toxins, including criteria pollutants, and urban heat island effects, which in turn will help to lessen or mitigate the impacts of changing climate conditions.

CON Policy 5.1: The City shall coordinate with the Environmental Protection Agency, Florida Department of Environmental Protection, Orange County, and Orlando Metroplan to incorporate up-to-date air quality information and best management practices into planning and investment decisions.

CON Policy 5.2: The City shall support federal, state, regional, and local policies intended to protect clean air.

CON Policy 5.3: The City shall pursue strategies to reduce surface level pollution sources, such as reducing the quantity of pollutants released by motor vehicles and development activity.

CON Policy 5.3.a: The City shall prepare a Fleet Management Plan to evaluate the transition of gas and diesel fueled vehicles to electric and alternative fueled vehicles and work towards achieving a fifty (50) percent fleet conversion by 2045.

CON Policy 5.3.b: The City shall prioritize developments that provide electric charging stations and alternative fuel infrastructure within the City to increase public accessibility to electric vehicles and alternative fuel sources.

CON Policy 5.3.c: The City shall adopt an EV Vehicle Readiness Ordinance to expand electric vehicle charging abilities throughout the City to serve public mobility needs, serve electric vehicle technologies, improve air quality, and achieve City sustainability goals.

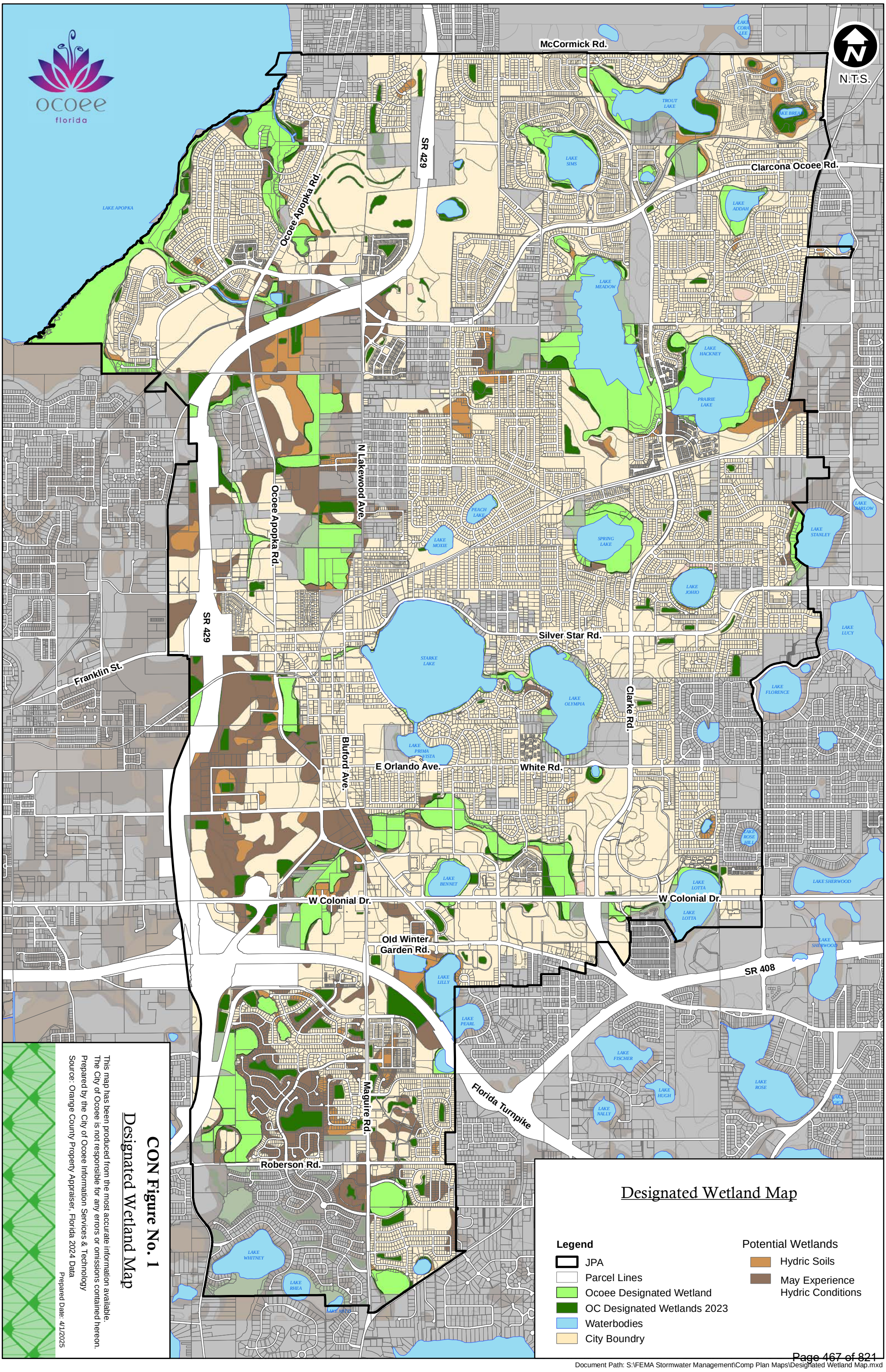
CON Policy 5.3.d: The City shall continue its efforts to improve economic and environmental sustainability and reduce its reliance on gas combustion vehicles.

CON Policy 5.3.e: The City shall reduce air-borne particulate matter by street-sweeping, requiring developments to perform dust abatement activities during construction, requiring hauled material to be covered, prohibiting the burning of solid and yard waste, and implementing other methods that reduce the release of particulate matter.

CON Policy 5.3.f: When a development submits a phased development plan to clear and grub, such clearing and grubbing activities shall occur in sequential order as a means of preventing premature

soil erosion and dust entrainment, unless the applicant can demonstrate that clearing and grubbing of later phases, or a portion thereof, is required in order for site work to be performed that is directly related to the independent functionality of earlier phases. All cleared areas with no activity for seven (7) days or more, shall be stabilized, to prevent soil erosion and dust entrainment.

CON Policy 5.4: The City shall protect surface level air quality from degradation and increase the opportunity for surface level pollution removal and heat island reduction.



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ocoee
florida

N.T.S.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

Clarcona Ocoee Rd.

Clarke Rd.

N Lakewood Ave.

Silver Star Rd.

Franklin St.

Bluford Ave.

E Orlando Ave.

White Rd.

W Colonial Dr.

Old Winter Garden Rd.

SR 408

Maguire Rd.

Florida Turnpike

Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
LAKE CLAY
LAKE JOHIO
LAKE BARLOW
LAKE STANLEY
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE PRIMA VISTA
LAKE FLORENCE
LAKE ROSE HILL
LAKE SHERWOOD
LAKE LOTTA
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI

CON Figure No. 2

Aquifer Recharge Priority

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Aquifer Recharge Priority

Legend

- JPA
- Waterbodies
- City Parks
- Unincorporated Orange County

Florida Forever Conservation needs Assessment: Aquifer Recharge

- Priority 1 (Highest)
- Priority 2
- Priority 3
- Priority 4
- Priority 5
- Priority 6

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McCormick Rd.

N.T.S.

Ocoee Apopka Rd.

SR 429

Clarcona Ocoee Rd.

Clarke Rd.

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Ocoee Apopka Rd.

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W Colonial Dr.

Old Winter Garden Rd.

SR 408

Florida Turnpike

Maguire Rd.

Roberson Rd.

LAKE APOPKA

TROUT LAKE

LAKE BREAM

LAKE SIMS

LAKE ADDAH

LAKE MEADOW

LAKE HACKNEY

PRAIRIE LAKE

PEACH LAKE

LAKE MOXIE

SPRING LAKE

LAKE JOHIO

LAKE STANLEY

LAKE BARLOW

LAKE LUCY

STARKE LAKE

LAKE OLYMPIA

LAKE PRIMA VISTA

LAKE FLORENCE

LAKE ROSE HILL

LAKE BENNET

LAKE LOTTA

LAKE SHERWOOD

LAKE LILLY

LAKE PEARL

LAKE FISCHER

LAKE ROSE

LAKE HUGH

LAKE NALLY

LAKE WHITNEY

LAKE RHEA

LAKE MINY

STEER

CON Figure No. 4

Elevation Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Elevation Map

LEGEND

- JPA
- Parcel Lines
- Waterbodies
- City Boundry
- Unincorporated Orange County

Elevation

- 60-FT
- 70-FT
- 80-FT
- 90-FT
- 100-FT
- 110-FT
- 120-FT
- 130-FT
- 140-FT
- 150-FT
- 160-FT
- 170-FT

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CON Figure No. 3

Soils Base Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Soils Base Map

Soils Type

Legend

- JPA
- Waterbodies
- Unincorporated Territory

1, 2, 3, 4, 5, 6, 7, 8, 10, 15, 17, 20, 21, 22, 24, 26, 27, 28, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, 52, 53, 54, 55, 99

N.T.S.

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Soil Type Map.mxd


CITY HALL
OCOEE
2022



Responsible, Accessible & Open Governance

Public School Facilities Element

Intergovernmental Coordination Element

Capital Improvements Element

Private Property Rights Element

Chapter 6

Public School Facilities Element

CHAPTER
6

PUBLIC SCHOOLS FACILITIES ELEMENT

PSF GOAL: THE CITY SHALL CONTINUE TO COORDINATE WITH ORANGE COUNTY PUBLIC SCHOOLS AND OTHER JURISDICTIONS TO FACILITATE THE QUALITY AND FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES AND ENSURE SUPERIOR EDUCATIONAL OPPORTUNITIES TO SERVE CURRENT AND FUTURE RESIDENTS, WHICH IN TURN ENCOURAGES ECONOMIC GROWTH FOR INDIVIDUALS, FAMILIES AND COMMUNITIES IN OCOEE AND ORANGE COUNTY.

PSF Objective 1 - Conformance with School Concurrency and Interlocal Agreement: The City will continue to coordinate with Orange County Public Schools (OCPS) to implement school concurrency through the approved Interlocal Agreement (ILA) for public school facility planning, to share information necessary to maintain the adopted Level of Service standard for public schools and to ensure adequate classroom capacity to accommodate the impacts of new residential development throughout the planning process in order to reduce, prevent, or eliminate over-crowded classrooms and school facilities.

PSF Policy 1.1 The City shall coordinate with Orange County Public Schools to implement a Concurrency Management System, which shall include standards and procedures to ensure that new residential development complies with the Level of Service (LOS) Standards provided in the interlocal agreement between OCPS and the City. The LOS by school type shall be as follows:

- Elementary and K - 8 School LOS - 110% of Adjusted FISH Capacity
- Middle School and High School LOS – 100% of Adjusted FISH Capacity

PSF Policy 1.2: OCPS, in conjunction with the City, shall adopt and annually update school Concurrency Service Areas (CSAs), which will be used to evaluate the capacity of schools available to accommodate students generated by a proposed development. The adopted LOS must be achieved in all CSAs, except where improvements needed to achieve adequate classroom capacity are specifically identified in the OCPS ten (10) year District Capital Outlay Plan (DCOP). CSA boundary adjustments may be made to ensure that the utilization of school capacity is maximized to the greatest extent possible and shall take into account transportation costs, court approved desegregation plans, and other factors.

PSF Policy 1.3: The City and OCPS shall develop and maintain throughout the planning period a-joint process for the implementation of School Concurrency as provided for in the adopted interlocal agreement.

PSF Policy 1.3.a: When reviewing a developer-initiated Comprehensive Plan amendment or rezoning that would increase residential density on property, the City shall seek input from OCPS as to whether sufficient school capacity will exist concurrently with the development. If OCPS indicates there is insufficient capacity in the affected schools, the City may take into consideration the severity of the overcrowding and timing of the availability of the needed capacity to accommodate the proposed development when deciding whether to approve or deny the requested Comprehensive Plan amendment or rezoning.

PSF Policy 1.3.b: The City will determine if a development is vested or exempt from school concurrency. Unless the development is determined to be vested or exempt from concurrency, the City shall not approve a residential site plan, plat, or its functional equivalent, until a concurrency determination has

been conducted by OCPS and a Concurrency Certificate has been issued for the development consistent with the provisions of the adopted interlocal agreement.

PSF Policy 1.3.c: School concurrency shall not apply to property within a development of regional impact (DRI) for which a Development Order was issued prior to July 1, 2005, or for which a DRI application was submitted prior to May 1, 2005, unless the developer elects otherwise or unless the developer files a Notice of Proposed Change (NOPC) and/or Substantial Deviation to increase the total number of residential dwelling units.

PSF Policy 1.3.d: Any residential development that creates an impact of less than one (1) student shall be considered *de minimis* and therefore exempt from school capacity review. For the purposes of school concurrency, a single-family dwelling unit shall be defined as one dwelling unit designed for occupancy by one family and not attached to any surrounding dwelling unit. A multi-family dwelling unit shall be defined as a building containing more than one dwelling unit, a dwelling unit attached to one or more other dwelling units, or a mobile home.

PSF Policy 1.4: Where adequate school facilities will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, or the functional equivalent, the City shall not deny an application for site plan approval, final subdivision approval, or the functional equivalent thereof, for any development, or phase of a development, that includes residential uses, based solely on failure to achieve and maintain the adopted LOS in a CSA.

PSF Objective 2 - Alternative Mitigation: Where the adopted school level of service cannot be met, the City shall allow for mitigation alternatives, developed in conjunction with OCPS, that are financially feasible and will serve to maintain the adopted level of service standard consistent with the OCPS Work Program. Should adopted LOS not be achieved and an alternative mitigation option is not available, the City may postpone a proposed development until such time that LOS can be achieved or school capacity is created.

PSF Policy 2.1: Upon completion of an OCPS Concurrency Review, a development that fails to meet LOS requirements may be postponed until adequate public school capacity is created.

PSF Policy 2.1.a: A development shall be deemed to meet concurrency if there is sufficient capacity in the Concurrency Service Area ("CSA") where the development is located or where sufficient capacity exists in one or more contiguous CSAs, so long as the LOS in the adjacent zone does not exceed 95% of the adopted LOS, and when the LOS for the specific school type, when considered district-wide, does not exceed 100% of capacity on a district-wide basis for the school type, and approval of the development does not result in a violation of a court ordered desegregation order.

PSF Policy 2.1.b: Proportionate share, when used for mitigation, shall be calculated based on the number of elementary, middle and high school students generated by the development at build out. As provided for in the adopted interlocal agreement, proportionate share shall be calculated based on reasonable methods of estimating cost of school construction, including the cost of land, equipment,

school buses, and where appropriate, temporary classroom space needed to house students generated by the development while permanent space is being constructed. A Proportionate Share contribution toward the construction of schools must be identified in the adopted ten (10) year District Capital Outlay Plan (the "DCOP").

PSF Policy 2.1.c: Proportionate Share Mitigation may include payments of money, construction of schools, donations of land, expansion of permanent capacity of existing school campuses, payment of funds necessary to advance schools contained in the ten (10) year DCOP, establishment of charter schools that meet State Requirements for Educational Facilities (SREF) standards, payments into mitigation banks, establishment of an Educational Facilities Benefit District, Community Development District, or other methods as may be negotiated between the developer and OCPS and, as appropriate, the City.

PSF Policy 2.1.d: Any of the Proportionate Share options that are utilized by developers as mitigation are eligible for school impact fee credits as provided for in Florida law.

PSF Policy 2.2: Prior to June 1st of each year, OCPS shall coordinate with the City to develop a financially feasible Ten (10) Year District Capital Outlay Plan (DCOP) for review and approval by the OCPS Board and adoption into the Capital Improvements Element for the City.

PSF Policy 2.2.a: The 10-Year DCOP shall include all capital projects which increase the capacity of public schools within the City and address the deficiencies necessary to maintain or improve LOS and shall be reviewed annually, by OCPS in conjunction with the City, to determine the projected capacity, projected enrollment, and LOS for each school and CSA within the City.

PSF Policy 2.2.b: The City shall review and incorporate the OCPS adopted CSAs, adopted LOS and enrollment projections into the annual update of the City's CIE to ensure that the CIE continues to be financially feasible and that the LOS will be achieved.

PSF Policy 2.2.c: In accordance with F.S. 163.3180(6), F.S., the City adopts a long-term school concurrency management system for areas where significant backlog exists.

PSF Objective 3 - School Facilities Planning: To maintain a high-quality educational system for current and future residents, the City will coordinate with OCPS, in accordance with the Interlocal Agreement, to identify existing deficiencies and future needs, evaluate the School Board's Ten-Year District Capital Outlay Plan (DCOP) and develop plans, programs and strategies to ensure adopted LOS standards for schools are maintained.

PSF Policy 3.1: Pursuant to the adopted Interlocal Agreement, a Technical Planning Committee comprised of representatives from the City, other Orange County Municipalities, OCPS, and the East Central Florida Regional Planning Council shall be established to discuss issues of mutual concern. OCPS shall be responsible for making meeting arrangements, providing notification and maintaining a written summary of meeting actions.

PSF Policy 3.2: The OCPS Technical Planning Committee shall meet quarterly, or as needed, to discuss issues and formulate recommendations regarding coordination of land use and school facilities. Specific areas addressed by the committee shall include:

- Short and long-range planning, population and student projections, and future development trends,
- Co-location and joint-use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access to schools, including embedding schools in residential neighborhoods so that children may safely walk and ride bicycles to and from school, which reduces motorist traffic,
- Planning for needed supporting infrastructure for schools such as utilities, roads, sidewalks, and other supporting infrastructure,
- The need for new schools to meet the adopted LOS within the adopted CSAs and the coordination of annual revisions to the five (5) year and ten (10) year District Capital Outlay Plan, and
- Update of the City Capital Improvements Element for inclusion in the City's Comprehensive Plan.

PSF Policy 3.3: The City shall provide an update of approved developments, phases of development and estimated build out by phase to the OCPS Planning Department twice per year.

PSF Policy 3.4: The City shall review OCPS generated future enrollment and growth projections on an annual basis and provide input to the OCPS Planning Department.

PSF Policy 3.5: Throughout the planning period, the City and OCPS shall coordinate the siting of new public schools to ensure public school facilities are located to address the needs of future residential development, are coordinated with necessary services and infrastructure development, provide for safe learning environments, and are consistent with the City's adopted Future Land Use Map and with the other provisions of the Comprehensive Plan.

PSF Policy 3.5.a: Applications for Future Land Use Map amendments, rezonings, conditional use/special exceptions and site plans for schools shall be given priority status. OCPS shall not be required to pay application fees or impact fees for the development of public school facilities, provided, however, OCPS shall not be exempt from payment of capital connection fees for water and wastewater.

PSF Policy 3.5.b: The City shall protect existing schools from the intrusion of incompatible land uses through the development review process. Conversely, the City shall provide protection to existing residential neighborhoods through the development review process as new schools or school renovations and/or expansions are proposed.

PSF Policy 3.5.c: In an effort to enhance local communities and neighborhoods, the City will participate with OCPS in the school siting, design, and development process so that the school serves as a focal point for the community and is compatible with the Future Land Use Map and with land uses surrounding proposed school sites.

PSF Policy 3.5.d: Where feasible, OCPS and the City shall work jointly to co-locate public facilities such as parks, libraries, and community centers with public schools. Where such co-location occurs, both entities shall establish an ongoing management relationship via written agreement that permits the school's use of the public facilities and the public's use of school facilities for

community meetings and sports activities.

PSF Policy 3.5.e: In accordance with Section 1006.23, Florida Statutes, and as funding permits, the City shall provide construction of sidewalks along roadways and trails connecting neighborhoods that are within two (2) miles of schools to the school facility. OCPS shall be responsible for the construction of sidewalks and trails on school property and shall provide connections to existing and future sidewalks and trails identified by the City.

Policy 3.5.f: Turn lanes and signalization shall be provided at school entrances and at other locations near schools, where warranted, to provide safe access to students and the public. Responsibility for construction of school-related signalization and road construction at school entrances shall be the responsibility of OCPS.

PSF Policy 3.6: OCPS shall coordinate with the City in the construction of new public school facilities and in rehabilitation of existing public school facilities to serve as emergency shelters as required by Section 1013.372, Florida Statutes.

PSF Objective 4 - Continuing Education Facilities: The City shall encourage partnerships that facilitate availability and opportunities for educational facilities which in turn will foster economic growth and provide for a trained and stable labor force to stimulate higher quality of life.

PSF Policy 4.1: The City will strive to have quality educational opportunities for all residents through collaboration and partnerships among schools, businesses, and other institutions in the community as well as colleges and universities.

PSF Policy 4.2: Working in partnerships with schools and other institutions, the City will support quality curriculum, teaching, mentoring, and hands-on experiences to prepare students to succeed in college, vocations, the ever-changing job market, and in life.

PSF Policy 4.3: The City will update the Land Development Code to include provisions that allow for the logical siting of vocational, trade, industry, and other technical schools near public facilities, services and resources to support reasonable access to these continuing educational opportunities by residents.

Intergovernmental Coordination Element

CHAPTER 6

INTERGOVERNMENTAL COORDINATION ELEMENT

ICE GOAL: CONTINUE TO IMPROVE INTERGOVERNMENTAL COORDINATION THROUGH THE IMPLEMENTATION OF INTERLOCAL AGREEMENTS AND OTHER FORMAL AND INFORMAL AGREEMENTS TO RESOLVE CONFLICTS REGARDING SCHOOL AND PUBLIC FACILITY SITING, PROBLEM LAND USES, AND ANNEXATION.

ICE Objective 1 - Efficiency of Governance: The City shall continue to coordinate its Comprehensive Plan with the plans of local government agencies providing services but not having regulatory authority over the use of the land, with the Comprehensive Plans of adjacent municipalities and Orange County to reduce and/or eliminate the duplication of services.

ICE Policy 1.1: The Joint Planning Area (JPA) Agreement, as amended, is hereby incorporated, by reference, into the Intergovernmental Coordination Element.

ICE Policy 1.2: The future growth and development patterns of unincorporated properties located within the boundaries of the Joint Planning Area, upon annexation, will be guided by the JPA Agreement and JPA Future Land Use Map (FLUM), unless the JPA FLUM is otherwise amended through a JPA FLUM Amendment approved by both the City and Orange County.

ICE Policy 1.3: The City shall notify Orange County on all annexation, rezoning, de-annexation, Developments of Regional Impact, and Comprehensive Plan text and map and Land Use amendments within ten (10) business days of receipt of the applications or initiation of such action by the City per Section 12, Notices of Certain Applications, of the Joint Planning Area Agreement.

ICE Policy 1.4: The City shall consider requests for voluntary annexation into the City when those lands are contiguous to the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan and the Joint Planning Area (JPA) Agreement. For the purpose of this ICE Policy, an annexation shall be considered a logical extension if it is within the limits of the JPA and meets the requirements of Chapter 171, Florida Statutes. The boundaries of the JPA are illustrated on the Future Land Use Map. Services shall be considered as being properly provided if the existing or planned public facilities can support the land uses and densities proposed in the area to be annexed consistent with the level of service standards set forth in this plan.

ICE Policy 1.5: The City shall continue to coordinate the planning activities mandated by the comprehensive plan with adjacent local governments, school boards, other units of local government providing services but not having regulatory authority over the use of land, the region, and the state.

ICE Policy 1.6: The City will continue to coordinate with the Orange County School Board, the East Central Florida Regional Planning Council, the St. Johns River Water Management District, and State or Federal agencies and any other special districts on projects that fall within their "jurisdictions" or are multi-jurisdictional in nature to identify and resolve any conflicts with the City's Comprehensive Plan, and in turn, amend the plan as needed to ensure coordination.

ICE Policy 1.7: The City shall maintain and revise as necessary the following agreements, including as amended thereto:

- Joint Planning Area Agreement;
- Orange County/City of Ocoee Water Service Territorial Agreement;
- Orange County/City of Ocoee Sewer Territorial Agreement;

- Orange County Utilities/City of Ocoee Reclaimed Water Territorial Agreement;
- Conserv II Agreement for the Delivery of Reclaimed Water;
- Water Conserv II Agreement for the Delivery of Water;
- City of Winter Garden Interlocal Agreement;
- City of Ocoee/Forest Lake Golf Course Agreement, unless terminated;
- Ocoee Pines Potable Water Service Agreement.

ICE Policy 1.8: The City shall pursue dialogue with adjacent municipalities with an interlocal agreement being the expected outcome to accomplish recognition of the City's established Utility Service Area boundary.

ICE Policy 1.9: The City shall maintain a Water Supply Facilities Work Plan for at least a ten (10) year planning period to address water supply facilities and infrastructure requirements to serve existing and future development within the City's potable water service area.

ICE Policy 1.10: The Water Supply Facilities Work Plan shall be prepared in accordance with Florida Statutes.

ICE Policy 1.11: The Water Supply Facilities Work Plan shall be reviewed bi-annually and shall be updated within 18 months of an update to the CFWI Regional Water Supply Plan that affects the City.

ICE Policy 1.12: The City shall work with the Water Management Districts during updates to their regional water supply plans and water supply assessments as well as other water-supply related initiatives facilitated by the Districts that affect the City.

Objective 2 - Coordination of Potential Development Impacts: The City shall continue to coordinate the impacts of development proposed in the comprehensive plan upon development in adjacent municipalities, the county, the East Central Florida Regional Planning Council and the State.

ICE Policy 2.1: The City will initiate informal mediation by filing with the East Central Florida Regional Planning Council a written request for mediation assistance in instances where the resolution of issues requiring intergovernmental concurrence has not been achieved pursuant to Section 186.509, Florida Statutes.

ICE Policy 2.2: The City will continue to coordinate with adjacent local governments with the provision of services, information, and in resolving annexation issues.

ICE Policy 2.3: The City will review the relationship of the proposed development to the existing comprehensive plans of adjacent local governments.

ICE Policy 2.4: The City will conduct a review of its local standards with regard to problematic land uses to determine whether any conflicts exist between its regulations and those of neighboring jurisdictions and evaluate strategies to resolve any conflicts that may arise or be found.

ICE Policy 2.5: The City will continue to coordinate with the County to minimizing the external effects of problematic land uses, including, but not limited to, the generation of excessive noise, odor, light, and motorist traffic, within and along the boundaries of the Joint Planning Area.

ICE Policy 2.6: The City will coordinate with the Florida Department of Environmental Protection and the Florida Department of Health in Orange County, and Orange County regarding the Wastewater Facility Plan as it relates to Wekiva Act compliance.

Objective 3 - Coordination of Utility Operation and Maintenance Responsibilities: The City will continue to coordinate with state, regional, or local entities having operational and maintenance responsibilities for public facilities when establishing Level of Service standards for associated public facilities and the location and extension of public facilities subject to concurrency.

ICE Policy 3.1: The City will coordinate the planning and decision-making process relative to the extension and location of public facilities subject to concurrency with state, regional, or local entities providing facilities and services but not having regulatory authority over the use of land.

ICE Policy 3.2: The City will continue to notify Orange County of annexations in an effort to coordinate the development of countywide population projections, which include expected growth within the Joint Planning Area.

ICE Policy 3.3: The City will coordinate annually with Orange County to determine the need to extend water and sewer within each respective unincorporated area of Orange County served by the City.

ICE Policy 3.4: The City will forward updated population projections, as they become available, from the Comprehensive Plan to the School Board so they can consider projected growth and development as it relates to the future need for schools in Orange County Public School's 5-, 10- and 20-year facility plans.

ICE Policy 3.5: The City will continue to work with Orange County Public Schools (OCPS) in planning for public school sites within the City's jurisdiction to ensure consistency with the Comprehensive Plan. Such coordination involves the City reviewing the OCPS 5-, 10-, and 20-year facility plans and responding, as needed, to site specific plans for the location of new schools or expansion of existing schools.

ICE Policy 3.6: The City shall utilize the countywide planning process, or other appropriate mitigation process, in the review and recommendation of any necessary modification to the agreed upon school siting process to resolve intergovernmental conflicts or to address any needed refinements to reflect current statutory requirements.

ICE Policy 3.7: The City will review Orange County Public Schools' annually updated 5-year work program and the 10- and 20-year facility work programs to coordinate those plans with the Ocoee Comprehensive Plan.

ICE Policy 3.8: To remain current on water supply planning, operations, and maintenance, the City will continue to attend regional water planning seminars, committee meetings, and conferences in support of regional water planning initiatives.

Objective 4 - Requirement to Update Agreements: Within one year after adoption of the amended Intergovernmental Coordination Element, the City shall establish or update an Interlocal Agreement or other formal agreement to be executed by all parties, including governmental agencies or other service providers.

ICE Policy 4.1: The City will amend the Intergovernmental Coordination Element to include joint processes for collaborative planning and decision-making regarding, population projections, school siting, and the location and extension of facilities subject to concurrency. The process will be outlined in a formally executed agreement pursuant to the requirements of Section 163.3177(6)(h)2, F.S.

Objective 5 - Coordination with OCPS: The City shall, throughout the planning period, coordinate with Orange County Public Schools (OCPS) to ensure that sufficient school

capacity is available to support proposed development and that necessary infrastructure is available to accommodate new schools.

ICE Policy 5.1: The City shall designate a representative to serve on the OCPS Technical Planning Committee to discuss issues and formulate recommendations regarding the coordination of land use and schools.

ICE Policy 5.2: The City shall provide projected development data to OCPS on a regular basis to assist in development of a long-range planning model to project student enrollment.

ICE Policy 5.3: As a member of the OCPS Technical Planning Committee, the City shall review OCPS model projections for consistency with the City's projections and, if necessary, shall recommend additions or modifications to the model results.

Capital Improvements Element

CHAPTER 6

CAPITAL IMPROVEMENTS ELEMENT

CIE GOAL: THE CITY SHALL TAKE ACTIONS NECESSARY TO ADEQUATELY PROVIDE AND MANAGE NEEDED PUBLIC FACIITIES, SERVICES AND INFRASTRUCTURE CONCURRENT WITH THE IMPACTS OF DEVELOPMENT THROUGH SOUND FISCAL POLICIES AND MINDFUL DECISION-MAKING WHICH PROTECT INVESTMENTS AND MAXIMIZE THE USE OF EXISTING FACILITIES, WHILE PROMOTING ORDERLY, COMPACT GROWTH SO AS TO MEET THE NEEDS OF EXISTING AND FUTURE RESIDENTS AND BUSINESSES AND TO IMPLEMENT THE COMPREHENSIVE PLAN.

CIE Objective 1 – Program of Capital Improvements: Based on identification of facility needs and level of service standards contained in other elements of this Plan, the City shall develop and annually review and revise a program of capital improvements designed to correct existing deficiencies, replace worn out or obsolete facilities, and accommodate desired future growth.

CIE Policy 1.1: The City shall adopt a Five-Year Capital Improvements Plan (5-Year CIP) which shall include necessary projects, publicly funded projects, and privately funded projects for which the City has no fiscal responsibility, to ensure that the adopted level of service standards are achieved and maintained for the 5-year planning period, including projects in the corresponding five (5) years of the City's Water Supply Facilities Work Plan for improving or increasing potable water facility capacities.

CIE Policy 1.2: The 5-Year CIP must be coordinated with the MetroPlan Orlando Long Range Transportation Plan and must include:

- Applicable transportation improvements included in MetroPlan Orlando's Transportation Improvement Plan to the extent that such improvements are relied upon to ensure concurrency and financial feasibility,
- A list of projects necessary to achieve the pollutant load reductions attributable to the City, as established in a basin management action plan pursuant to Section 403.067(7), F.S., if applicable,
- Estimated public facility costs,
- The expected delineation of when facilities will be needed,
- General location of the facilities,
- Projected revenue sources to fund the facilities,
- Identification of whether project is funded or unfunded, and
- Identification of project level of priority for funding.

CIE Policy 1.3: The 5-Year CIP and any corresponding Capital Improvements Element text amendment shall be adopted and transmitted to the State Land Planning Agency annually following adoption of the City Budget.

CIE Policy 1.4: Proposed capital improvement projects shall be evaluated and ranked for adequate contribution to the maintenance of established Levels of Service according to the following priority level guidelines:

a. Identified Need — Whether the project is needed to:
    - Protect public health and safety or eliminate an imminent threat to public health and safety,
    - Fulfill the City's legal commitment to provide facilities and services,
    - Eliminate an identified or projected deficiency,
    - Replace worn-out or obsolete facilities, and/or
    - Preserve or achieve maximum use of existing facilities.

b. Project Intent — Whether project implementation will accomplish the following:
    - Increase efficiency of existing facilities,
    - Prevent or reduce future improvement costs or expenditures, or
    - Provide service to developed areas lacking full service.

c. Consistency with the Comprehensive Plan — Whether project implementation:
    - Represents a logical extension of facilities and services in a manner consistent with the management of growth and development within the Comprehensive Plan,
    - Maintains environmental quality of the City's natural resources, as promoted within the City's Comprehensive Plan, and/or
    - Achieves consistency with Section 163.3177(3)(a), Florida Statutes.

d. Financial Feasibility — Whether project implementation creates excessive debt obligations which exceed the City's debt capacity

CIE POLICY 1.5: In the event deficiencies should develop in the provision of public facilities, the City shall grant existing deficiencies priority among capital improvements scheduled within the Capital Improvement Program.

CIE Policy 1.6: Levels of service standards for public facilities and services shall be established as follows:

- Park and Recreation Facilities: 8 acres of parkland, including civic space, and urban open space per 1,000 residents. The City shall strive to meet NRPA's current 10.2 acres of parkland per 1,000 residents by 2045. This is currently 10.2 acres per every 1,000 residents.
- Mobility Facilities: Roadway Facility Level of Service Standard (Arterial, Collector, Local) – Context Classification E Bicycle Facility Level of Stress Standard – Level 2 Pedestrian Facility Level of Stress Standard – Level 2
- Sanitary Sewer: 250 gallons per day per equivalent residential unit (ERU).
- Potable Water: 270 gallons per day per equivalent residential unit (ERU).
- Solid Waste: 6.0 pounds per capita per day.
- Drainage: 100-year/24-hour duration storm event (with recovery within 14 days), without exemptions.

CIE Policy 1.7: The City adopts by reference the Orange County Public School Board's Five-Year District Facilities Work Program, as approved and amended annually by the School Board, that includes capacity sufficient to meet anticipated student demands.

CIE Policy 1.8: Pursuant to Section 163.3177(3)(b), F.S., amendments to the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the Comprehensive Plan. The adopted Five-Year Schedule of Capital Improvements shall include capacity projects necessary to maintain the adopted levels of service standards for parks and recreation, stormwater, transportation and water and sewer utilities.

CIE Policy 1.9: The City shall provide public facilities to development for which development orders were issued prior to the adoption of this comprehensive plan when the planning for the provision of public facilities for such development were

evaluated and established at the time of development approval.

CIE Objective 2 - Proportionate Cost of Development: Future development shall bear a proportionate share of the cost of facility improvements necessitated by the development to maintain adopted level of service standards. For capital improvements that will be funded by the developer, financial feasibility shall be demonstrated and guaranteed in an enforceable development agreement, interlocal agreement, or other enforceable agreement.

CIE Policy 2.1: The City shall continue to implement its impact fee ordinance and amend such ordinance as allowable by State law as a funding mechanism towards the provision of capacity improvements.

CIE Policy 2.2: The City will negotiate with private developers for the provision of capital facilities to serve proposed development. The City will develop a Proportionate Fair-Share Program to provide a methodology by which impacts of development on transportation facilities can be mitigated by the cooperative efforts of public and private sectors and a methodology by which proportionate fair-share mitigation costs and options can be assessed.

CIE Policy 2.3: In coordination with Orange County Public Schools, school facility concurrency shall be evaluated as new residential applications are received by the City, and mitigation options shall be identified and addressed when such applications cause the applicable elementary, middle and high schools to which the development is assigned or distributed by the School Board to exceed adopted level of service standards.

CIE Objective 3 - Fiscal Responsibility: The City shall coordinate land use decisions with its financial capability to meet level of service standards, manage the land development process so that facility needs created by permitted development do not exceed the financial ability of the City, and identify the extent to which future development will be required to contribute its proportional cost of facilities necessary to meet LOS standards.

CIE Policy 3.1: The City shall maintain a Concurrency Management System (CMS) as a monitoring mechanism to ensure that transportation, potable water, wastewater, reclaimed water, solid waste, and recreational facilities meet their established levels of service identified in each Element and listed this Element. The City shall issue no development orders or permits without first determining whether adequate facilities to serve the development will be available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent. The City will also ensure that adequate services and facilities are available and in place before issuing a certificate of occupancy or its functional equivalent.

CIE Policy 3.1.a: The City shall evaluate the following facilities for infrastructure capacity: roadways, potable water facilities, sanitary sewer facilities, schools, drainage facilities, solid waste facilities, and parks and urban open space.

CIE Policy 3.1.b: A proposed map shall be prepared by July each year showing all areas in the City in which the infrastructure is inadequate to meet the adopted level of service standards.

CIE Policy 3.1.c: The map shall be reviewed annually (in conjunction with the annual update of the CIP) to determine if additional areas shall be added or to determine if areas on the map shall be deleted because they are no longer deficient with respect to level of service standards.

CIE Policy 3.1.d: In addition to annual review, the City shall maintain an ongoing summary of capacity and demand changes within the area served by each facility and shall review the map when it appears that a facility has reached 90 percent of capacity; and shall thereafter undertake periodic reviews on a quarterly basis rather than annually.

CIE Policy 3.1.e: The map may be reviewed more frequently upon a finding by the Board of City Commissioners that there is reason to suspect that areas shown as having adequate levels of service do not and/or that areas shown as having inadequate levels of service in fact are not deficient.

CIE Policy 3.1.f: The map shall be adopted prior to October 1 each year, and shall be effective for the subsequent fiscal year or until amended.

CIE Policy 3.1.g: The map shall be based on an evaluation of the total capacity of each relevant facility component and the total actual demand placed on that facility (total capacity of the facility shall include existing capacity as well as additional capacity from planned projects) subject to the limitations of applicable state regulations; total demand shall include actual current use as well as the potential use of properties which have not been developed but which are considered as "vested" under the terms of the plan adoption ordinance.

CIE Policy 3.1.h: The following standards shall apply to the use of the infrastructure deficiency map when reviewing development applications:

- All applications for change in land use, zoning, preliminary subdivision approval, and preliminary approval of any development shall be reviewed to determine if the facilities serving the area in which the development is located would meet the level of service standards herein. The results of this review shall be presented to the applicant and, when applicable, to the Planning Commission and to the City Commission at the time of their consideration of the application for preliminary approval or rezoning.
    - When review by the Planning Commission and/or City Commission is not required, the results of the concurrency review shall be presented to the applicant and to the reviewing/approving authority at the time of review. The purpose of the concurrency review and report at the preliminary review stage shall be to explicitly place the applicant and (when applicable) the reviewing/ approving authority on notice (1) as to the status of the proposed development vis-a-vis concurrency, and (2) as the restriction against final approval where the concurrency requirement is not met.
- All applications for final approval (including any applications for final subdivision approval, final site plan approval which involves approval of density and intensity, any change of zoning where a specific enforceable plan of development is included, and/or a final development order for a development of regional impact) shall be reviewed to determine if the facilities serving the area in which the development is located meet the level of service standards herein. No such application may be approved unless the infrastructure is found to be adequate.
- Where no change of zoning, subdivision approval, site plan approval, or other approval is required, the concurrency determination shall

be made at the time of building permit review. No building permit shall be issued unless the facilities serving the area in which the development is located meet the level of service standards herein.

CIE Policy 3.1.i: In the event that the property in question is within an area in which the infrastructure is inadequate to meet the established level of service standards, approval may be issued conditioned on the provision of adequate infrastructure prior to any occupancy of the development (such conditional approval shall identify the specific facilities which are deficient and the specific actions which must be taken before the development may be occupied).

CIE Policy 3.2: The City shall continue programming and funding for necessary maintenance of facilities and for replacement and/or renewal of capital facilities to ensure that level of service standards do not deteriorate or that operating costs do not increase due to deterioration.

CIE Policy 3.3: The City shall limit the maximum ratio of total debt service and outstanding capital indebtedness to total revenue and property tax base. The City will manage its outstanding debt by limiting outstanding capital debt to a 1:10 ratio of total annual debt service to total annual City revenues.

CIE Policy 3.4: Grants and private funding shall be secured, whenever available, to assist in the provision of capital improvements, including grants to assist in emergency preparedness and emergency response/recovery and hazard mitigation efforts.

Private Property Rights Element

CHAPTER 6

PRIVATE PROPERTY RIGHTS ELEMENT

PPR GOAL: THE CITY SHALL PROVIDE FOR THE EQUITABLE CONSIDERATION OF PRIVATE PROPERTY RIGHTS FOR OWNERS OF PROPERTY LOCATED WITHIN THE MUNICIPAL LIMITS OF THE CITY OF OCOEE IN THE CITY'S LOCAL DECISION-MAKING PROCESS IN A MANNER WHICH ENSURES THE PROMOTION, PROTECTION AND IMPROVEMENT OF THE PUBLIC HEALTH, SAFETY, GENERAL WELFARE AND AESTHETICS OF THE CITY.

PPR Objective 1 - Responsibility to Protect Private Property Rights: In accordance with the legislative intent expressed in Section 163.3161(10), Florida Statutes, that all governmental entities in the State of Florida recognize and respect judicially acknowledged and constitutionally protected private property rights and the City's obligation to protect the general health and welfare of the residents of the City of Ocoee, the City shall consider the rights of property owners in its local decision-making process.

PPR Policy 1.1: The City shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

PPR Policy 1.2: The City shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

PPR Policy 1.3: The City shall consider the right of a property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

PPR Policy 1.4: The City shall consider the right of a property owner to dispose of his or her property through sale or gift.

PPR Policy 1.5: The City shall update the intent language of the Private Property Regulations Code in Section 6-14.C within Article VI of the Land development Code to include language which recognizes and considers private property rights in accordance with the City's goal and objective to ensure that regulations do not create an inordinate burden on property owners and to ensure that property owners are free from actions by others which would harm their property or which would constitute an inordinate burden on property rights as those terms are defined in Section 70.001(3)(e) and (f), Florida Statutes.

PPR Policy 1.6: The City shall amend Article II of its Land Development Code to add the following definition of terms and renumber the Article as appropriate.

> PPR Policy 1.6.a: Inordinate Burden and Inordinately Burdened (s. 70.001(3)(e), F.S.) shall mean an action of one or more governmental entities has directly restricted or limited the use of real property such that the property owner is permanently unable to attain the reasonable, investment-backed expectation for the existing use of the real property or a vested right to a specific use of the real property with respect to the real property as a whole, or that the property owner is left with existing or vested uses that are unreasonable such that the property owner bears permanently a disproportionate share of a burden imposed for the good of the public, which in fairness should be borne by the public at large.
>
> Inordinate Burden and Inordinately Burdened do not include temporary impacts to real property; impacts to real property occasioned by governmental abatement, prohibition, prevention, or remediation of a public nuisance at common law or a noxious use of private property; or impacts to real property caused by an action of a governmental entity taken to grant relief to a property owner under this section. However, a temporary impact on development, as

defined in s. 380.04, that is in effect for longer than 1 year may, depending upon the circumstances, constitute an "inordinate burden" as provided in this paragraph.

In determining whether reasonable, investment-backed expectations are inordinately burdened, consideration may be given to the factual circumstances leading to the time elapsed between enactment of the law or regulation and its first application to the subject property.

PPR Policy 1.6.b: Property Owner (s. 70.001(3)(f), F.S.) shall mean the person who holds legal title to the real property that is the subject of and directly impacted by the action of a governmental entity. The term does not include a governmental entity.


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APPENDIX



Acronyms

Water Supply Plan (In Progress)

ACRONYMS

AMI	Advanced Metering Infrastructure
AMI	Average Median Income
APA	American Planning Association
BMAP	Basin Management Action Plan
CDC	Centers for Disease Control
CEA	Capacity Enhancement Agreement
CFWI	Central Florida Water Initiative
CFX	Central Florida Expressway
CIP	Capital Improvement Project
CMS	Concurrency Management System
COP	Certificate of Participation
CSA	Concurrency Service Area
CUP	Consumptive Use Permit
DHRS	Department of Health and Rehabilitation Services
DIA	Data, Inventory, and Analysis
ECFRPC	East Central Florida Regional Planning Council
EPA	Environmental Protection Agency
ERU	Equivalent Residential Unit
ESM	Engineering Standards Manual
FAC	Florida Administrative Code
FAR	Floor Area Ratio
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHSAA	Florida High School Athletic Association
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FLUM	Future Land Use Map
F.S.	Florida Statutes
HWOTC	Healthy West Orange Trails Connection
JPA	Joint Planning Area
LEED	Leadership in Energy and Environmental Design
LID	Low Impact Development

ACRONYMS

LOS	Level of Service
LTS	Level of Traffic Stress
MSL	Mean Sea Level
MS4	Multiple Storm Sewer System
NHWE	Normal High Water Elevation
NPDES	National Pollution Discharge and Elimination System
NRPA	National Recreation and Parks Association
NRCS	National Resource Conservation Service
OCPS	Orange County Public Schools
OFS	Outstanding Florida Springs
ORSC	Ocoee Regional Sports Complex
OSTDS	Onsite Sewage Treatment and Disposal Systems
PECO	Public Education Capital Outlay
PFA	Priority Focus Area
RWSP	Regional Water Supply Plan
SFHA	Special Flood Hazard Area
SFWMD	South Florida Water Management District
SJRWMD	St. Johns River Water Management District
SWFWMD	Southwest Florida Water Management District
TPL	Trust for Public Land
WPPA	Wekiva Parkway and Protection Act
WSFWP	Water Supply Facilities Work Plan
WWTF	Wastewater Treatment Facility

City of Ocoee 10-Year Water Supply Facilities Work Plan 2025-2034

Draft

April 10, 2025

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1.0 OVERVIEW

Purpose

This 10-Year Water Supply Facilities Work Plan (Work Plan) identifies and plans for water supply sources and associated facilities to serve City of Ocoee's potable water customers supplied under its consumptive use permit (CUP). The planning period for this Work Plan is 2025 through 2034.

Statutory Requirements

The Florida Legislature enacted bills in the 2002, 2004, 2005, and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. Section 373.036 F.S. requires each water management district to develop a Regional Water Supply Plan (RWSP) for a 20-year planning period to ensure that existing water sources are adequate to meet projected water demands. In turn and within 18 months following approval of a regional water supply plan, local governments within a regional water supply planning area are required to develop a Work Plan to ensure that adequate water supplies will be available to meet future demands for a minimum 10-year planning period, pursuant to F.S. Section 163.3177(6)(c)3.

According to state guidelines, the Work Plan must address:

- A local government's water demands for at least a 10-year period;
- Development of traditional and alternative water supplies and required facilities to meet those demands;
- Conservation and reuse programs; and
- Capital projects needed for the first five years, including financially feasible revenue sources, in the 5-Year Schedule of Capital Improvements.

In addition to the above Work Plan requirements, local governments are required to revise their comprehensive plan for consistency with the Work Plan and regional water supply planning initiatives.

As shown in **Figure 1**, the City of Ocoee potable water service area (PWSA) is located within the St. Johns River Water Management District (SJRWMD), and as shown in **Figure 2**, the City of Ocoee PWSA is also located within the regional supply planning area known as the Central Florida Water Initiative (CFWI).

CFWI

The CFWI is a collaborative water supply planning initiative for the Central Florida region, involving the SJRWMD, South Florida Water Management District (SFWMD), Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection, water utilities, and other interested groups.

The SJRWMD approved the 2020 CFWI Regional Water Supply Plan (RWSP) on November 10, 2020. The City prepared a draft Work Plan but delayed adoption of the Plan since a complete rewrite of the Ocoee Comprehensive Plan was underway. The 2025 CFWI RWSP update is currently underway and draft 2025 population and water demands projections are available and being finalized by the CFWI planning group. The information provided in this Work Plan has been prepared in accordance with the above referenced statutory requirements, and population and demand projections are consistent with the 2020 CFWI RWSP and draft 2025 CFWI RWSP.

Wekiva Study Area

As shown in **Figure 3**, the City of Ocoee is also located within the Wekiva Study Area. Sections 369.321 and 369.322 F.S. require local governments located within the Wekiva Study Area to:

- Develop an up to date 10-Year Water Supply Facility Work Plan for building potable water facilities necessary to serve existing and new developments,
- Coordinate land use and water supply within the Wekiva Study Area by ensuring that comprehensive plan amendments that increase development potential demonstrate that adequate potable water consumptive use permit capacity is available, and
- Coordinate with the St. Johns River Water Management District (SJRWMD) and other public and private utilities, on a countywide or multi-county basis to implement cooperative solutions for development of alternative water sources necessary to supplement groundwater supplies consistent with the SJRWMD Regional Water Supply Plan.

2.0 DATA AND ANALYSIS

Service *Area*

The City of Ocoee is located in West Orange County, Florida, southeast of Lake Apopka. The City's potable water service area (PWSA) was established by the

Orange County/City of Ocoee Water Service Territorial Agreement. This agreement was first executed on November 14, 1988, and most recently amended for a third time on January 26, 2016.

Parcels within the Ocoee PWSA are supplied by Ocoee' s water system or private wells with the exception of the Forest Lake Estates development (previously known as Ocoee Pines). At the time that this development was being designed, its project limits straddled Ocoee and Orange County's water and sewer service areas. Coordination with Orange County on utilities services for this development resulted in Orange County providing water supply and sewer services to Forest Lake Estates. On May 15, 2015, the City entered into a utility agreement with Orange County whereby the City owns and maintains utilities infrastructure within the development, and Orange County provides water supply and wastewater treatment services to the development. Water and wastewater capacities for these developments are reserved with Orange County. Potable water service is supplied through a master meter at the entrance on Clarcona Road and wastewater for the development is collected at a City lift station that discharges into Orange County's sewer collection system.

Potable water service to parcels located outside of the Ocoee PWSA and within the Ocoee Joint Planning Area (JPA) are supplied by Orange County or private domestic wells. The City of Ocoee PWSA, JPA, and reclaimed water service areas are shown on **Figure 4**.

The City's service area boundary has one small overlap with the City of Winter Garden. Winter Garden's JPA and PWSA have also been established under agreements between Winter Garden and Orange County; however, a small service area overlap between Ocoee and Winter Garden occurs along the western service area boundary. Since the cities of Ocoee and Winter Garden are not a party of the other's agreements with Orange County and they do not have mutual agreements with each other, should any questions over utility service providers arise in the area of overlap, the City will coordinate with Winter Garden to determine the utility service provider.

Agreements

The City maintains numerous agreements related to potable water and reclaimed water.

The Orange County/City of Ocoee Water Service Territorial Agreement defines the City's water service area. This agreement was first executed November 14, 1988 and most recently amended for a third time on January 26, 2016.

The Orange County/City of Ocoee Wastewater Territorial Agreement defines the City's wastewater service area. This agreement was first executed June 8, 1997 with the previous utility owner, Prima Vista Utility Company, and most recently amended for a third time on September 11, 2001.

The Orange County/City of Ocoee Reclaimed Water Territorial Agreement defines the City's reclaimed water service area. This agreement was first executed on July 31, 2012 and amended on September 15, 2015.

The Ocoee/Orange County Reclaimed Water Agreement provides reclaim supply from the Orange County Northwest Regional Water Reclamation Facility to the North Reclaim Water Service Area via a master meter on McCormick Road and provides an additional 1.0 MGD transfer into the Ocoee Primary Reclaimed Water Service Area. A new 16" reclaimed water transmission main and 1.5 million gallon reclaim storage tank and pump station to allow the City to accept and distribute the 1.0 MGD supply is currently under construction and will come online summer 2026.

The Ocoee/CONSERV II wholesale agreement dated May 23, 2001 provides for the delivery of a maximum of 1.8 MGD of reclaimed water to the City from the connection point on South Maguire Road. The City maintains a 0.75 million gallon tank and pump station to accept and distribute this supply.

The City has a reclaimed water inter-local agreement with the City of Winter Garden, dated May 4, 1999. Under this agreement, the City of Ocoee will accept up to 0.75 MGD of reclaimed water for golf course irrigation at the Forest Lake Golf Course during wet weather periods. In addition, Winter Garden agrees to accept up to 0.25 MGD of wet weather discharge from the City of Ocoee wastewater Treatment Facility.

The Forest Lake Golf Course operator leases the golf course property from the City, and two of the lease conditions relate to reclaimed water. This includes provisions for the City to supply reclaimed water for golf course irrigation and the disposal of Ocoee reclaimed water during wet conditions to rapid infiltration basins (RIBs) located on the property. The lease was most recently amended on August 17, 2016 and discussions are currently underway to amend the lease. Under the current golf course lease agreement, the City can provide 0.45 MGD of reclaim water for golf course irrigation when available; however, this quantity may be offset using flows from the City of Winter Garden as allowed by the Ocoee/Winter Garden Interlocal Agreement executed May 4, 1999. The lease also requires that the golf course have its own backup supply.

Population and Development Trends

The City of Ocoee has a deep history rooted in agriculture and citrus industry; however, the construction of several major roadway systems starting with State Road (SR) 50 in 1959 has resulted in the transition from an agricultural to an urban setting. Today, major roadways connecting Ocoee to the Central Florida metropolitan area include SR 50, Florida's Turnpike, SR 408, and SR 429.

SR 50 provides a direct east-west connection between the Ocoee and the City of Orlando. Florida's Turnpike allows access to north and south Central Florida. SR 408 connects to the Turnpike south of SR 50, to downtown Orlando, terminating in east central Florida at the University of Central Florida. SR 429 connects to US 441 to the north and I-4 just south of Walt Disney World. The City of Ocoee's proximity to Orlando and central Florida attractions, park and trail systems, and major roadway access offers many opportunities to developers and many amenities to its residents.

In 2010, the City completed *the Community Redevelopment Area (CRA) Target Areas Special Development Plan*. The CRA was created to support mixed use sustainable development and to allow for flexibility with the changing real estate market and resident preferences. In October 2016, following nearly a year-long process of community workshops to gather public input, the City revealed its Downtown Master Plan. The Downtown Master Plan serves as a high-level planning document to stimulate redevelopment and expansion of the City core. In 2024 the CRA updated the Ocoee CRA plan. The plan is complete and is pending Orange County approval.

Consumptive Use Permit

The City maintains one (1) CUP from SJRWMD, CUP 3216. At the time of this CUP issuance, the Central Florida Coordination Area (CFCA) rule was in effect. The CFCA rule limited groundwater allocations to a water supplier's 2013 groundwater demand and required that all additional water demands beyond 2013 be met with alternative water supply (AWS) sources. Therefore, the City's CUP authorizes a maximum groundwater withdrawal of 4.88 MGD for 2014 through permit expiration (2026).

The CFCA rule expired on December 31, 2013, and this planning area is now referred to as the CFWI. Chapter 62-41.300 through 62-41.305 of the Florida Administrative Code (F.A.C.) and the CFWI Supplemental Applicant's Handbook specify additional consumptive use permitting requirements related to the CFWI.

Projected Potable Water Demands

Potable water customer population and demands for the City's water service area are summarized in **Table 1.** This data aligns with the 2020 CFWI Regional Water Supply Plan and the 2025 draft CFWI Regional Water Supply Plan projections.

The City has several projects related to reclaimed water expansion underway that will further reduce projected potable water demands, including the construction of a new reclaimed watermain and reclaimed pump station and storage tank to transfer 1.0 MGD of reclaimed water from Orange County. Needed projects and potential potable water demand reductions to data presented herein will be evaluated in the 2027 Reclaimed Water Master Plan update and incorporated into the next CFWI RWSP and Ocoee 10-Year WSFWP.

Table 1. Projected Potable Water Demands

Year	2020 CFWI RWSP		2025 Draft RWSP	
	Population	Demand (MGD)	**Population**	Demand (MGD)
2025	44,120	4.99	40,141	4.62
2029	46,738	5.29	42,727	4.92
2034	47,671	5.38	47,508	5.46

The City's SJRWMD CUP currently authorizes the use of 4.88 MGD of groundwater to meet public supply. Future water demands over 4.88 MGD will be met using a combination of water conservation, new lowest quality water supplies, and lastly if necessary, a CUP modification to increase groundwater demands.

Potable Water Treatment Plants and Supply Wells

Potable Water Overview

The City owns and operates two (2) water treatment plants (WTP)s: the South WTP and the Forest Oaks WTP. These WTPs have a combined treatment capacity of 10.85 MGD and are interconnected to provide potable water throughout the City's PWSA.

Forest Oaks WTP

The Forest Oaks WTP is located in the northeast portion of the City's PWSA on Hackney-Prairie Road. This WTP currently has three (3) active wells for public supply use, including two (2) Lower Floridan aquifer wells and one (1) Upper

Floridan aquifer well. The City is proposing the construction of one (1) additional Lower Floridan aquifer well, Well #4, to replace Well #1. This replacement well is included in the CUP and is development driven. Its need is evaluated annually, and for planning purposes, construction is planned n in the 6 to 10 year horizon. The Forest Oaks WTP well information is presented in **Table 2**.

Table 2. Forest Oaks Plant Well Information

Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed	Type of Use
Forest Oaks #1	11961	7	610	1,140	700	1984	Existing	Public Supply
Forest Oaks #2	11962	16	147	318	1,300	1984	Existing	Public Supply
Forest Oaks #3	11965	20	1,192	1,450	3,500	1995	Existing	Public Supply
Forest Oaks #4	NA	24	800	1,450	3,500	- -	Proposed	Public Supply

Two ground storage tanks with a combined capacity of 1.04 million gallons are located at the Forest Oaks WTP. The treatment capacity of this WTP is 5.23 MGD.

South WTP

The South WTP is located in the southern portion of the City's utility service area, just south of the Florida Turnpike, off Maguire Road. This WTP has two (2) active Lower Floridan aquifer wells and one inactive well that is capped for future use. Connection to the WTP is developer driven. Its need is evaluated annually and for planning purposes, construction is planned in the 6 to 10 year horizon. The South WTP well information is presented in **Table 3**.

Table 3. South Plant Well Information

Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed	Type of Use
South #1	11963	24	800	1,450	3,000	1991	Existing	Public Supply
South #2	11964	24	810	1,450	3,500	1996	Existing	Public Supply

South #3	11966	24	800	1,450	3,500	2007	Existing (Capped)	Public Supply

The South WTP contains two (2) ground storage tanks with a capacity of 670,000 gallons each; therefore, the total storage capacity at the South WTP is 1.34 million gallons. The treatment capacity of the plant is 5.62 MGD.

Water Conservation

The City of Ocoee maintains a water conservation plan that exceeds the requirements of SJRWMD permitting rules at the time of its permit issuance. This plan includes strategies, policies, and measures to raise public awareness for water conservation, provide tools to reduce usage, and encourage responsible water use. The City's conservation program includes public education and outreach, utilization of a lowest quality water source, reclaimed water for landscape irrigation, and development requirements to reduce overall water demand footprint.

Leading by example, the City's Utility Building received the Florida WaterStar℠ certification. This building serves as the main office for the Utilities Department as well as an educational resource for water conservation. The building design incorporates various interactive displays to provide customers with a hands-on water conservation education for both indoor and outdoor uses. This demonstration building has proven to be an asset to public education.

The City's public education and outreach water conservation program is a dynamic plan that changes based on emerging technologies and customer response; however, there are several key components that serve as the baseline for the plan. These key elements are listed below.

- Water conservation though public education and outreach programs,
- Advanced metering infrastructure,
- Display and distribute water conservation material,
- Post water conservation information on the City's website and social media platforms,
- Provide high water user customer support,
- Maintain water-conservation rate structure,
- Maintain water conservation ordinances
    - High efficiency plumbing fixtures and appliances
    - Limit sprinkler irrigation
    - Irrigation restrictions
- Require installation of dual-lined distribution systems,
- Reclaimed water retrofit program,

- Actively pursue lowest quality water supplies,
- Employee education.

The City maintains a water loss control program to ensure that utility and billing practices quantify usage and do not result in unaccounted-for water loss to exceed 10%.

The City continues to evaluate projects to reduce dependency on groundwater and has a long history of reclaimed water retrofit programs for system expansion. More recently and since 2020, the City has partnered with SJRWMD and FDEP on a 50% cost share project for a reclaimed water retrofit for the Hammocks development. In March 2025 the City received an award notice for a 50% cost share match to construct a new 16" reclaimed water transmission main to transfer 1.0 MGD of reclaimed water from Orange County to a new reclaimed water tank and pump station that is currently under construction at the Ocoee Wastewater Treatment Plant property.

Wastewater Treatment - Ocoee WWTF

The City of Ocoee operates one wastewater treatment facility (WWTF), the Ocoee WWTF. This facility treats wastewater effluent generated within the City's wastewater service area to public access reuse standards for landscape irrigation use within the City's Primary Reclaimed Water Service Area. The Ocoee WWTF has a permitted treatment capacity of 3.0 MGD annual average daily flow (AADF).

The City is currently evaluating two options to increase wastewater treatment capacity and meet nutrient load reduction to 3.0 mg/L nitrogen pursuant to the Wekiwa and Rock Springs BMAP: construction of a post anoxic reaeration tank and a new advanced wastewater treatment (AWT) plant. A preliminary study to upgrade the wastewater treatment process to advanced wastewater treatment (AWT) was completed in 2022 and a conceptual AWT facility layout was completed in 2024. AWT will be accomplished by either construction of a post anoxic reaeration tank or new AWT plant by 2038 as required by the WWTP FDEP wastewater permit.

Reclaimed Water

The City has proactively implemented a reuse program to reduce its dependency on traditional groundwater supplies through a robust wastewater effluent reuse program. This program was initiated long before the creation of the CFWI, and its predecessor, the Central Florida Coordination Area, to address predicted local and regional future shortfalls in groundwater supplies. In 1997, the City completed

its initial Reuse Feasibility Study, and in December 2001, the City's reclaimed water distribution system became operational.

The City of Ocoee provides reclaimed water service to commercial and residential users by way of two (2) separate service areas, the North Reclaim Service Area and the Central Reclaim Service Area. A map depicting these service areas is provided as **Figure 5**.

In the North Reclaim Service Area, potable water and wastewater services is provided by Orange County Utilities (OCU). Reclaimed water is supplied to the majority of the North Service Area by a wholesale agreement with OCU, with reclaimed water from the Orange County Northwest Regional Water Reclamation Facility entering the service area through a master meter on McCormick Rd. The City owns and maintains the reclaimed water lines in the North Service Area, and each connection is metered and billed by the City. However, three (3) neighborhoods in the North Service Area (Forest Trails, Orchard Park, and Windstone) are supplied with reclaimed water from the Central Reclaim Service Area described below.

The Central Reclaim Service Area is supplied reclaimed water primarily from the Ocoee Wastewater Treatment Facility, which is supplemented through unidirectional metered interconnects with Conserv II (Orange County - Orlando cooperative) and OCU. In 2024, the Ocoee Wastewater Treatment Facility treated 724 million gallons of wastewater, or an annual average daily flow (AADF) of 1.97 MGD. **Table 4** details the past ten years of reclaimed water flows to both the City's North and Central Reclaim Service Areas. In total, the City provided 1,563 million gallons of reclaimed water (4.28 MGD AADF) to customers within the North and Central Reclaimed Water Service Areas.

Table 4. Projected Reclaimed Water Demands

Table 1: Ocoee Annual Reclaimed Water Flows (in Million Gallons) by Service Area						
Year	RIBs (MGD)	Golf Course (MGD)[1]	Ocoee Reclaimed Water[2] (MGD)	CONSERV II Wholesale[3] (MGD)	Orange County: Primary Service Area[4] (MGD)	Orange County: North Service Area (MGD)[5]
2025	0.16	0.05	1.88	0.45	0.10	2.00
2029	0.17	0.05	2.00	0.45	1.00	2.00
2034	0.17	0.05	2.12	0.45	1.00	2.00

Notes:

1. Forest Lake Golf Course currently supplied reclaimed water by the City of Winter Garden. Future demand and supply to be determined. Current demand listed in the ground lease is shown.

2. Reclaimed water generated at the Ocoee WWTP
3. Conserv II whole reclaimed water purchase
4. Orange County Wholesale purchase (1.0 MGD Reservation)
5. Orange County Wholesale purchase directly supplied to North Service Area

Infrastructure and Capacity Analysis

The City of Ocoee water supply facilities were assessed to determine whether the projected five-year and ten-year demands can be met. Well production capacity was calculated by maximizing daily pumping for each City well, excluding the well with the highest pump capacity. Based on the analysis, the City's existing water supply facilities are sufficient to meet the projected five-year and ten-year water demands. A summary of the analysis is provided in **Table 5**.

Table 5. Capacity Analysis

Description	2020 CFWI RWSP			Draft 2025 CFWI RWSP		
	2025	2029	2034	2025	2029	2034
Total Groundwater Water Demand (mgd)	4.99	5.29	5.38	4.62	4.99	5.58
Total Well Production Capacity (mgd)	17.28	17.28	17.28	17.28	17.28	17.28
Total Treatment Capacity (mgd)	10.85	10.85	10.85	10.85	10.85	10.85
Well Production Capacity Surplus (mgd)	12.29	11.99	11.9	12.66	12.29	11.7
Treatment Capacity Surplus (mgd)	5.86	5.56	5.47	6.23	5.86	5.27

Note 1: Assumes South WTP capped well (Well 3) will come online in 6-10 year planning horizon

Capital Improvements Projects

The City of Ocoee's 5-Year Capital Improvements Program (CIP) includes supply-related projects, their funding requirements, and the implementation schedule required to ensure that adequate water supplies and infrastructure are available to meet existing and projected demands. This CIP is adopted annually in September of each year. The Utility Department also maintains a 10-Year Capital and Project Schedule to identify long-term capital improvement projects and funding needs.

Description	0 to 5 Years	6 to 10 years	Status
Potable Water Projects			
Forest Oaks Above Ground Chemical Injection Design	$50,000	-	Under Design

Forest Oaks WTP Above Ground Chemical Injection Construction	$972,405	-	Construction in FY 2026
Lauren Beth 12" Watermain Design	$41,250	-	Completed
Lauren Beth 12" Watermain Construction	$2,424,795	-	Under Construction, FY 2025 completion
Lakewood Rewis AC Pipe Replacement Design	$192,351	-	Completed
Lakewood Rewis AC Pipe Replacement Construction	$1,668,850	-	Under Construction, FY 2025 completion
Orange/Jay/Cardinal Watermain 2" Galvanized Pipe Replacement Design	$95,429	-	Under Design
Orange/Jay/Cardinal Watermain 2" Galvanized Pipe Replacement Construction	$1,000,000	-	Planned for FY 2026
Forest Oaks WTP Floridan Aquifer Well Design	-	$500,000	
Forest Oaks WTP Floridan Aquifer Well Construction	-	$5,000,000	
South WTP Well – Connect to WTP		$2,000,000	
WWTP Projects			
WWTP Electrical Upgrade and New Building Design and Owner's Rep (ARPA + Utility Fund)	$378,213.03	-	Design completed
WWTP Electrical Upgrade and New Building Construction - Under Construction, FY 2026 completion	$5,500,000	-	Under Construction, FY 2026 completion
3rd Rotor Each Ditch (ARPA)	$373,250	-	Completed
4th Rotor Each Ditch	$373,250	-	Completed
WWTP Transfer Pump Station Upgrade (ARPA)	$364,795	-	Completed
WWTP Reuse Pump Station (ARPA	$227,665	-	Completed
Reclaimed Water Projects			
16" Reclaimed Water Transmission Main Design OCU Interconnect	$292,994	-	Design Completed
16" Reclaimed Water Transmission Main Construction OCU Interconnect	$2,424,795	-	Under Construction, FY 2025 completion

1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station Design and Owner's Rep	$896,569	-	Design Completed
1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station with Potable Back up	$5,500,000	-	Under Construction, FY 2026 completion
Forest Lake Golf Course Reclaimed Water Loop Design	$300,000	-	FY 2028
Forest Lake Golf Course Reclaimed Water Loop Construction	$2,000,000	-	FY 2028/2029
Reclaimed water Feasibility Study	$50,000	-	Budgeted
North Service Area Repump Station and Storage Tank Feasibility Study	$50,000	$50,000	FY 26
North Service Area Repump Station and Storage Tank Construction	-	To Be Determined	-

*Preliminary cost. Project revised from 1.0 million gallon storage tank and pump station at a cost of $4,542,440, to a 1.5 million gallon storage tank. Final cost not available at this time.

The City does not have any projected well or treatment capacity deficiencies for the 10-year planning horizon. The City will continue to evaluate water and reclaimed water projects identified in this Work Plan as well as other projects that may be necessary to meet projected water demands and will update the Utility Budget and CIP accordingly.

4.0 CFWI REGIONAL WATER SUPPLY PLAN PROJECTS

The City continues to actively participate in regional water supply planning efforts to identify and develop additional AWS sources. The 2020 CFWI Regional Water Supply Plan Appendices to Volume II identifies three (3) water supply projects for the City of Ocoee:

- 2015_42 City of Ocoee Northwest Reuse Re-Pump Station and Interconnection Mains Project.
- 2020_44 The Hammocks Reclaimed Water Retrofit Project (completed)
- 2020_42 Windermere Groves Reclaimed Water Retrofit Project (completed)

The project description for the City of Ocoee Northwest Reuse Re-Pump Station and Interconnection Mains Project currently includes 1.5 million gallon reclaimed water tank and pump station to accept 1.0 MGD of reclaimed water from Orange County for use in Primary Reclaimed Water Service Area (under construction).

Project #	Project Name	Project Description	Estimated Completion Date
2015-42	City of Ocoee Northwest Reuse Re-Pump Station and Interconnection Mains	Increase availability of reclaimed water for landscape irrigation in Ocoee and vicinity. Includes construction of reclaimed water transmission pipelines and pump stations. As the North Service Area matures, additional storage and high service pumping will be required to meet demand and transfer flow to other storage facilities. When this project is constructed it will pump up to 1 MGD of RW from Orange County NWRF.	TBD
Updated Project Description			
	Phase 1 Ocoee Reclaim Pump Station and Storage Tank at WWTP (Transfer 1 MGD from OCU to Central Reclaim Service Area)	Phase 1: 1.5 million gallon storage tank and pump station at the Ocoee WWTP property and reclaimed water transmission main from the OCU connection point to the new tank	2026
	Phase 2 New Storage Tank and Pump Station in North Reclaim Service Area	Phase 2: Reclaimed water storage tank and pump station in the north service area and transmission main "loop" through Forest Lake Golf Course. Storage to address peak demand	TBD

5.0 COMPREHENSIVE PLAN POLICIES IN SUPPORT OF WATER SUPPLY AND FACILITIES PLANNING

Projected water demands for existing and future City of Ocoee potable water customers can be met, subject to the continued commitment of the City to water supply projects, conservation, reuse, and resource protection activities outlined in this Work Plan. Supporting Comprehensive Plan Policies for this Work Plan are listed below.

Preparation and Maintenance of a 10-Year Water Supply Facilities Work Plan

UTL Policy 3.5: The City shall maintain a ten-year Water Facilities Capital Improvements Program to correct existing deficiencies and replace existing infrastructure as required. A Capital Improvements Program consistent with hydraulic modeling studies, the Master Plan, and Work Plan, shall be prepared annually in order to provide improvements and expansion to the existing water, wastewater, and reclaimed water systems to meet existing and future demands.

UTL Policy 4.7: The City will complete projects listed in the CFWI Regional Water Supply Plan and as described in the 10-Year Water Supply Facilities Work Plan (WSFWP) based on need and economic, technical, and environmental feasibility.

UTL Policy 5.1: The City shall update and adopt its 10-Year Water Supply Facilities Work Plan and amend the Comprehensive Plan within eighteen months following the adoption of the updated Regional Water Supply Plan by St. Johns River Water Management District.

UTL Policy 5.3: The City shall participate in Central Florida Water Initiative, SJRWMD, and FDEP water supply planning efforts.

ICE Policy 1.9: The City shall maintain a Water Supply Facilities Work Plan for at least a ten (10) year planning period to address water supply facilities and infrastructure requirements to serve existing and future development within the City's potable water service area.

Agreements With Adjacent Utilities

ICE Policy 1.6: The City will continue to coordinate with the Orange County School Board, the East Central Florida Regional Planning Council, the St. Johns River Water Management District, and State or Federal agencies and any other special districts on projects that fall within their "jurisdictions" or are multi-jurisdictional in nature to identify and resolve any conflicts with the City's Comprehensive Plan, and in turn, amend the plan as needed to ensure coordination.

ICE Policy 1.7: The City shall maintain and revise as necessary the following agreements, including as amended thereto:

- Joint Planning Area Agreement;
- Orange County/City of Ocoee Water Service Territorial Agreement;
- Orange County/City of Ocoee Sewer Territorial Agreement;

- Orange County Utilities/City of Ocoee Reclaimed Water Territorial Agreement;
- Conserv II Agreement for the Delivery of Reclaimed Water;
- Water Conserv II Agreement for the Delivery of Water;
- City of Winter Garden Interlocal Agreement;
- City of Ocoee/Forest Lake Golf Course Agreement, unless terminated;
- Ocoee Pines Potable Water Service Agreement.

ICE Policy 1.8: The City shall pursue dialogue with adjacent municipalities with an interlocal agreement being the expected outcome to accomplish recognition of the City's established Utility Service Area boundary.

UTL Policy 3.3: The City shall comply with St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) No. 3216.

Level of Service

UTL Policy 2.1: Water and wastewater connection fees shall cover the cost of the needed water, wastewater, and reclaimed water system expansions. User fees shall cover the full cost of operating and maintaining the water, wastewater, and reclaimed water systems, including debt service.

UTL Policy 2.2: The City shall maintain an inclined block potable water rate structure, where the price per unit increases as consumption rises, to promote water conservation, cover all costs to maintain the potable water system, and meet the established potable water level of service established in UTL Policy 3.1.

UTL Policy 2.3: The City shall maintain a wastewater rate structure to cover all costs to maintain the wastewater system and meet the established wastewater level of service established in UTL Policy 6.1.

UTL Policy 2.4: The City shall maintain an inclined block reclaimed water rate structure, where the price per unit increases as consumption rises, to promote water conservation and cover all costs to maintain the reclaimed water system.

UTL Policy 3.1: The City's adopted level of service standard for potable water shall be 270 gallons per day/equivalent residential unit (ERU).

UTL Policy 3.2: The City shall provide potable water service in compliance with or exceeding the minimum Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) water quality standards.

UTL Policy 3.4: The City shall maximize use of existing potable water facilities by implementing management techniques that can enhance the supply source, sustain water resources and related natural systems, and optimize water supply yield. These techniques may include, but are not limited to well field optimization, providing reclaimed water for landscape irrigation, demand side management, and water conservation.

UTL Policy 3.6: The City shall annually assess the potable water treatment and storage capacity based on future anticipated growth demands for the current fiscal year and at least the next ten fiscal years. Should the analysis indicate that future demands will exceed the design capacity of the potable water system, the City shall plan and schedule improvements to expand the system's capacity.

UTL Policy 3.7: All improvements and additions to potable water facilities to correct deficiencies and meet future water demands shall be compatible and adequate to meet the adopted level of service standards. These improvements shall comply, at a minimum, with standards recognized and approved by FDEP and SJRWMD.

Water Resource Protection

CON Policy 2.10: The City shall protect the aquifer through the adoption and implementation of stringent policies and regulations that function to improve water quality of any waters that naturally or through human action, whether directly or indirectly, infiltrate or discharge into the aquifer.

CON Policy 2.11: The City shall seek opportunities to maximize and protect aquifer recharge by prohibiting land uses in areas of high aquifer recharge area, based on the Florida Forever Needs Analysis Map or newer study, that may negatively impact the aquifer, such as limiting the use and placement of impervious materials in a manner that redirects or modifies the flow of water, or limiting development activities that otherwise significantly limit the natural absorption of water directly into the ground or limiting development activities that pose a high risk of contamination to the aquifer. When development in high recharge areas are unavoidable, such development shall be designed following Best Management Practices that protect the volume and quality of water entering the aquifer, such as clustering or minimizing development footprints away from high recharge areas or placement of passive and active open spaces in these high recharge areas. (CON Figure No. 2)

Alternative Water Supply

UTL Policy 4.8: The City shall identify additional potable, non-potable, and alternative water supply sources and facilities required to provide adequate services to existing and future development consistent with the Future Land Use Element.

UTL Policy 5.2: The City shall coordinate with SJRWMD, Orange County, and the Florida Department of Environmental Protection to develop efficient, cost-effective, and technically feasible water sources to supplement existing groundwater supplies to meet future water supply demands, while minimizing impacts to water quality, wetlands, and aquatic systems.

UTL Policy 8.1: The City shall require the installation of reclaimed water lines for landscape irrigation for all new developments.

UTL Policy 8.2: The City shall maintain agreements for the wholesale purchase of reclaimed water and pursue additional alternative water supply sources to offset groundwater irrigation demands.

UTL Policy 8.3: The City shall develop efficient, cost-effective, and technically feasible water sources to supplement existing groundwater supplies to meet future water demands while minimizing impacts to water quality, wetlands, and aquatic systems.

UTL Policy 8.4: The City shall continue to expand its reclaimed water system where feasible to increase availability of reclaimed water and to conserve potable water.

Water Conservation

UTL Policy 4.1: The City shall encourage water conservation to promote the efficient use of water resources and prevent waste.

UTL Policy 4.2: The City shall maintain a Water Conservation Program that meets the requirements of the St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP). The Water Conservation Program shall also be consistent with the Central Florida Water Initiative (CFWI) goals and be updated as needed to address customer water use habits. The program shall at a minimum include:

- Customer education and outreach;
- High water user notification program;
- Employee education;

- Advanced Meter Infrastructure (AMI);
- SJRWMD irrigation restrictions and water shortage orders enforcement;
- Irrigation system design standards;
- Florida WaterStar℠ and Florida-Friendly Landscaping™ Promotion;
- Water loss control;
- Water reuse; and
- High-efficiency plumbing fixture and appliance requirements.

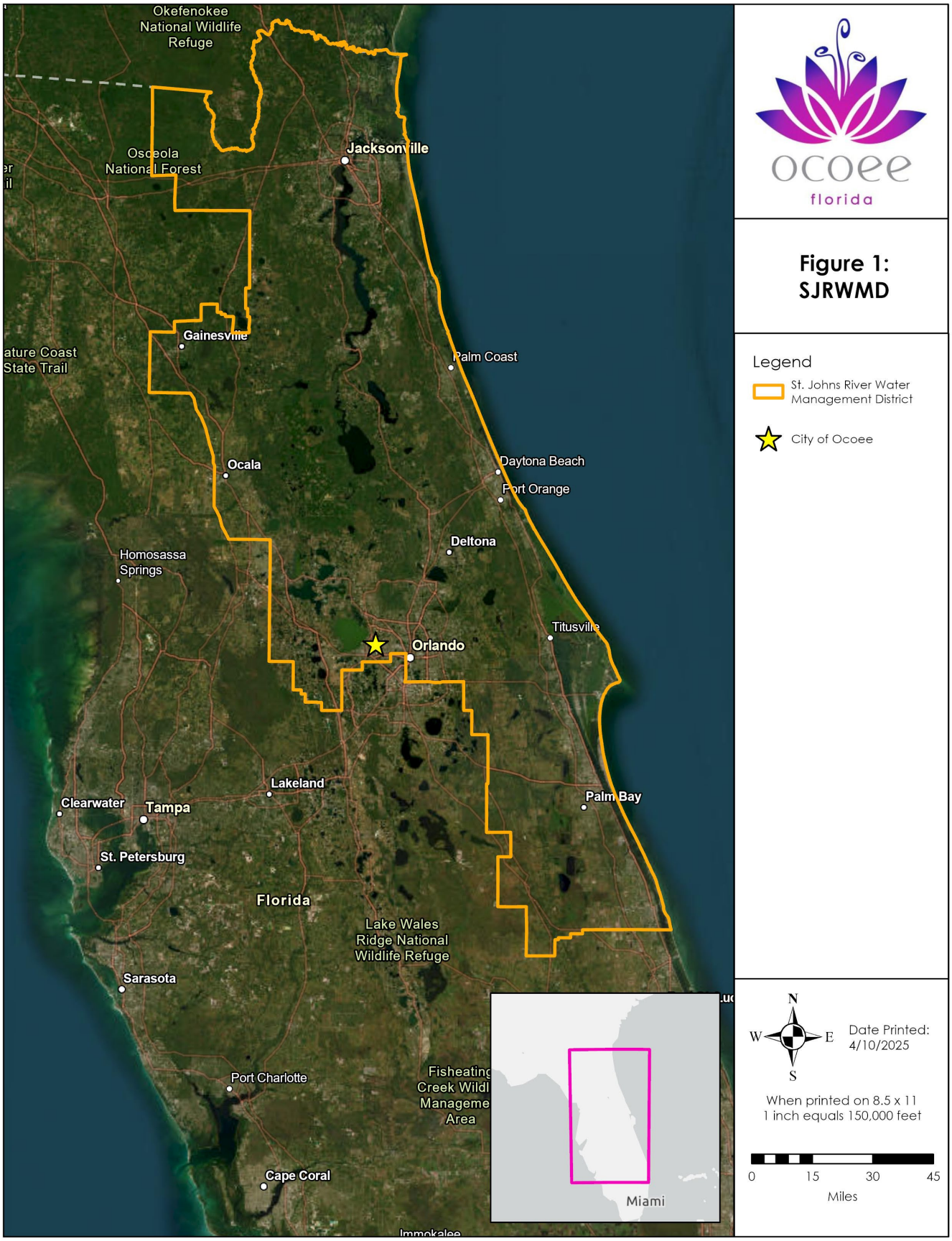
UTL Policy 4.3: The City shall adhere to SJRWMD emergency water shortage restrictions when mandated.

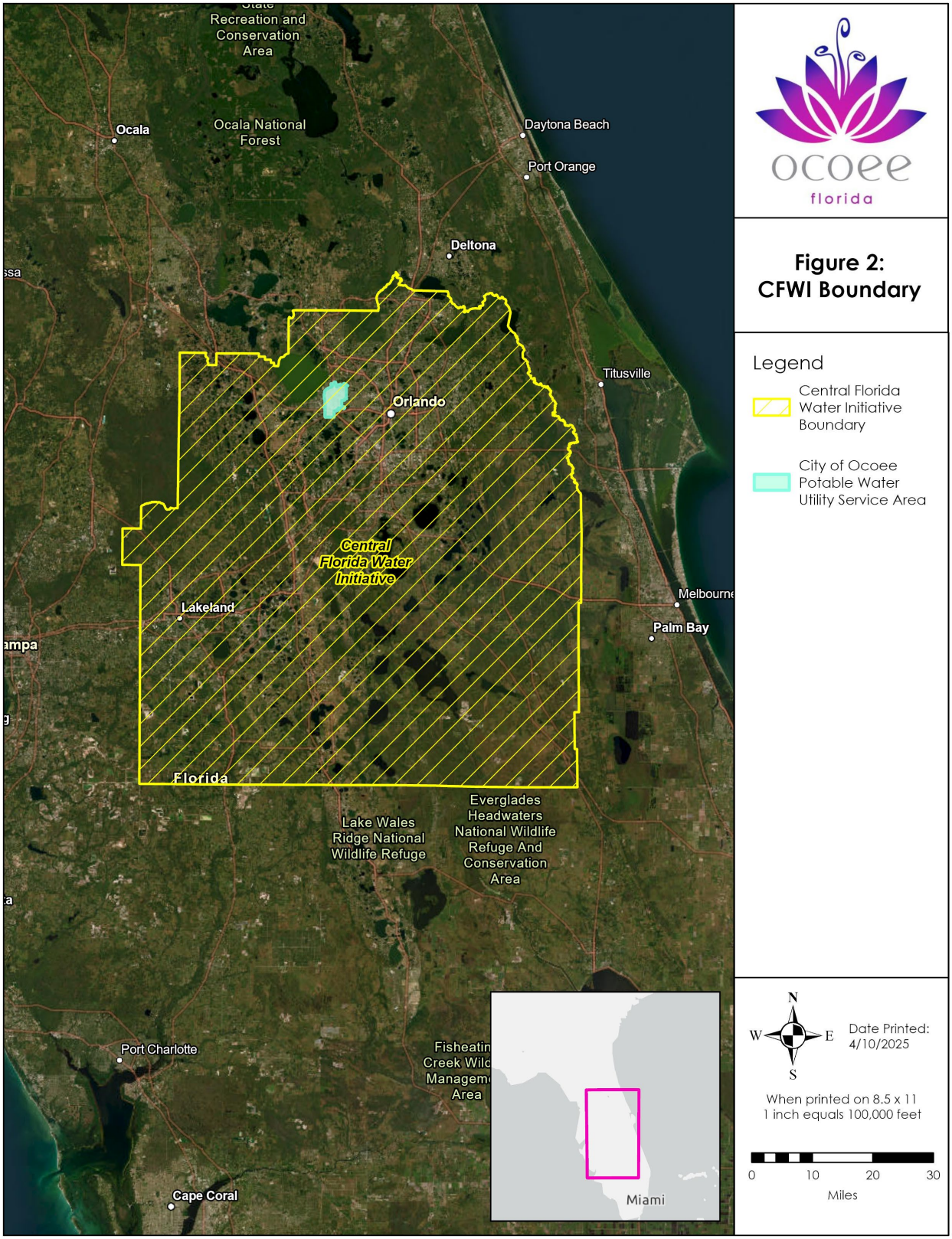
UTL Policy 4.4: Lowest quality sources of water shall be used in place of higher quality sources for landscape irrigation when technically, economically, and environmentally feasible.

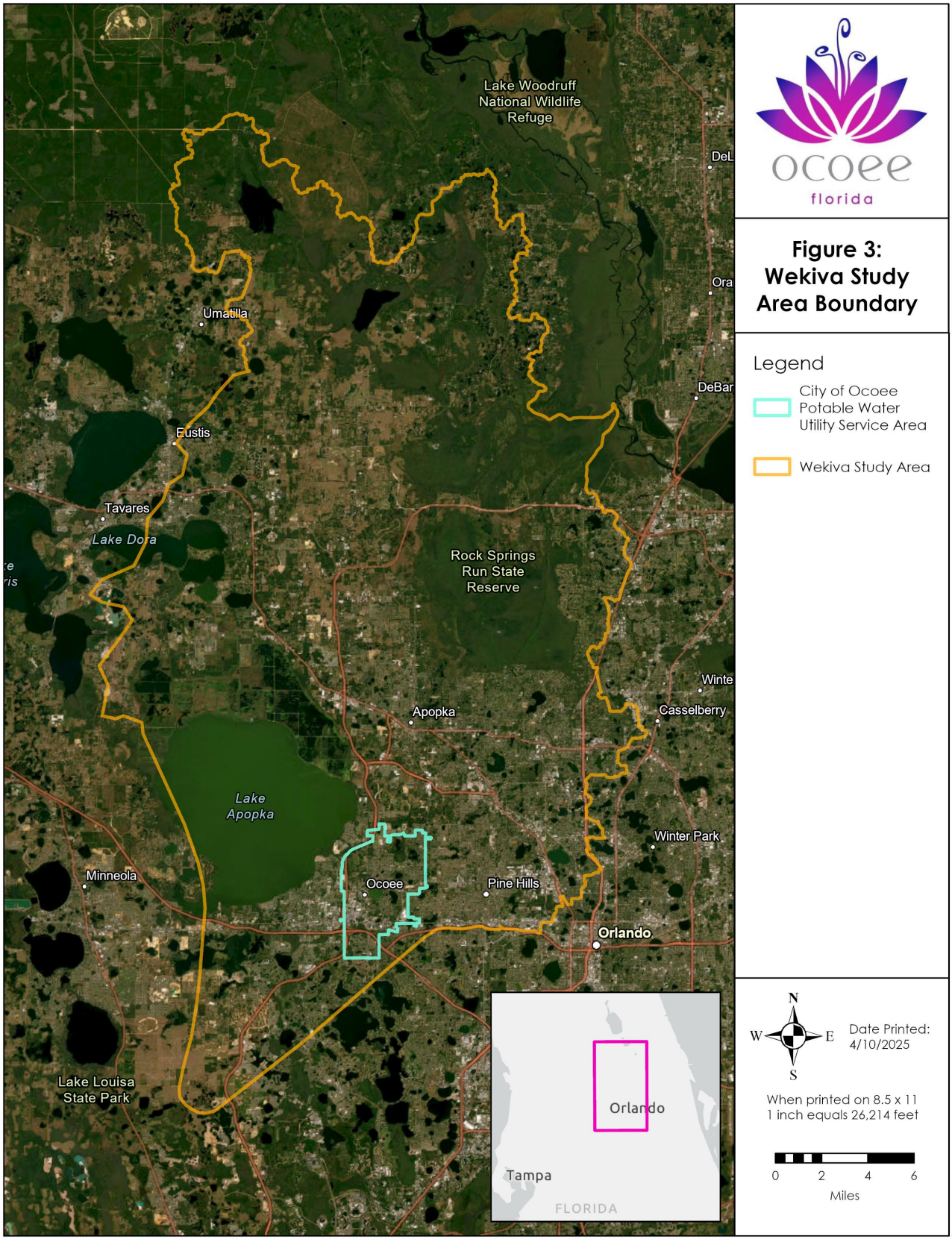
UTL Policy 4.5: The City shall encourage the use of low impact development (LID) principles to minimize impacts to the natural environment and facilitate water conservation.

UTL Policy 4.6: All service connections to the potable and reclaimed water distribution systems shall be metered and the City shall maintain a meter replacement program.

FIGURES


Okefenokee National Wildlife Refuge
Osceola National Forest
Jacksonville
Gainesville
ature Coast State Trail
Palm Coast
Ocala
Daytona Beach
Port Orange
Deltona
Homosassa Springs
Titusville
Orlando
Lakeland
Clearwater
Tampa
Palm Bay
St. Petersburg
Florida
Lake Wales Ridge National Wildlife Refuge
Sarasota
Port Charlotte
Fisheating Creek Wildl Manageme Area
Cape Coral
Immokalee
Miami
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Figure 1:
SJRWMD
Legend
St. Johns River Water Management District
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Recreation and Conservation Area
Ocala
Ocala National Forest
Daytona Beach
Port Orange
Deltona
Titusville
Orlando
Central Florida Water Initiative
Lakeland
Melbourne
Palm Bay
Florida
Lake Wales Ridge National Wildlife Refuge
Everglades Headwaters National Wildlife Refuge And Conservation Area
Port Charlotte
Cape Coral
Miami
ocoee
florida
Figure 2:
CFWI Boundary
Legend
Central Florida Water Initiative Boundary
City of Ocoee Potable Water Utility Service Area
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4/10/2025
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Lake Woodruff National Wildlife Refuge
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DeBar
Eustis
Tavares
Lake Dora
Rock Springs Run State Reserve
Winte
Apopka
Casselberry
Lake Apopka
Winter Park
Minneola
Ocoee
Pine Hills
Orlando
Lake Louisa State Park
Orlando
Tampa
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Figure 3: Wekiva Study Area Boundary
Legend
City of Ocoee Potable Water Utility Service Area
Wekiva Study Area
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ENVISION 2045

OCOEE COMPREHENSIVE PLAN

Data, Inventory, & Analysis

2045 Comprehensive Plan

City of Ocoee, Florida

Prepared by

The City of Ocoee Planning & Zoning Commission Acting as the Local Planning Agency

and

The City of Ocoee Comprehensive Planning Team

On behalf of

The City of Ocoee City Commission

Adopted

June 2025

City of Ocoee, Florida
City Officials

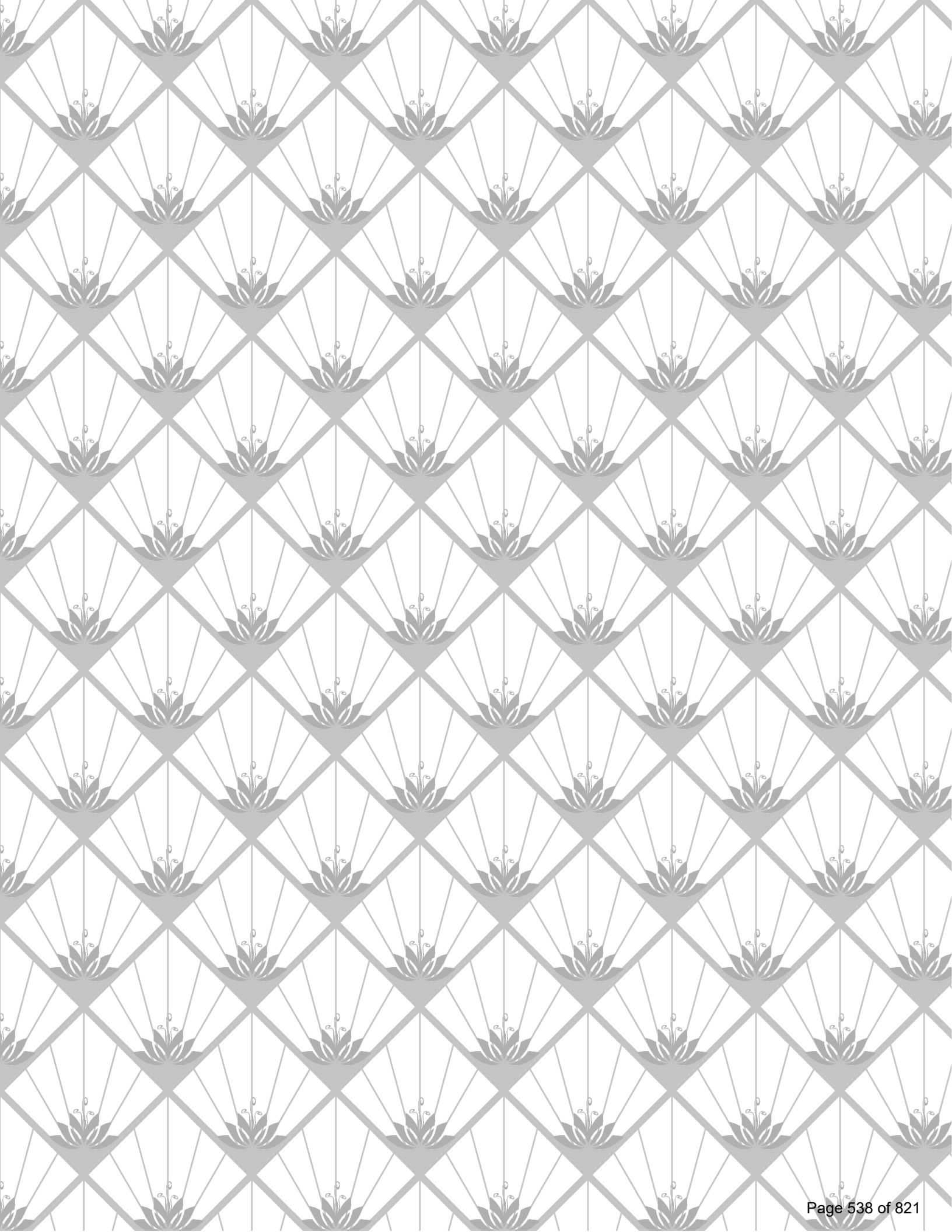
June 2025

Mayor	**Rusty Johnson**
City Commission	Scott R. Kennedy, District 1 Commissioner Rosemary Wilsen, District 2 Commissioner, Mayor Pro-Tem Richard Firstner, District 3 Commissioner George Oliver III, District 4 Commissioner
Local Planning Agency Board	**Brad Lomneck, Chairman** Lou Forges, Vice Chairman Joel Keller Kelton Butler Derrick Chacon Joaquin Galvin
City Manager's Office	**Craig Shadrix, City Manager** Michael Rumer, Assistant City Manager
City Attorney	**Richard Geller, Esq., Fishback Dominick**
Comprehensive Planning Team	**Development Services Department** ***Ginger Corless, AICP, CPRP, FRA, Development Services Director*** Anoch Whitfield, AICP, Zoning Manager Tory Parish, Principal Urban Designer/City Architect Berenice Belizaire, Planner I Brett McFarlane, Concurrency & Commitments Coordinator **Parks & Leisure Services Department** ***Mark Johnson, PLS Director*** Doug Gaines, PLS Deputy Director Dan Abdo, Parks Operations Manager **Public Works Department** ***Steve Krug, Public Works Director*** Milen Womack, PE, City Engineer Hseth Burch, Staff Engineer/Floodplains Administrator **Utilities Department** ***Jen Bolling, Utilities Director*** Jesse Conklin, Engineering Technician Kelsey Katro, GISP, GIS Analyst **Information Technology Department** ***John Haas, IT Director*** Luis Martinez, GIS Analyst **Transportation Consultant** ***Kimley-Horn*** James Taylor, PE Amanda Black, AICP, Transportation Planner



VISION STATEMENT

The City of Ocoee is a **vibrant, attractive, and economically sustainable community** where **businesses thrive** and **neighborhoods flourish** through **diverse, compact, and complementary land uses** that produce **quality development** and **safe, connected mobility systems** through adequate movement of people and goods while simultaneously **preserving environmental systems** and creating **parks and open spaces** to promote **social engagement** and enhance **community health** leading to



CHAPTERS

Introduction 1

Vibrant, Attractive & Inclusive Community 2

Efficient, Reliable & Well-Maintained Infrastructure 3

Safe & Convenient Mobility 4

Environment-Friendly, Resilient & Sustainable Community 5

Responsible, Accessible & Open Governance 6

Appendix





INTRODUCTION

CHAPTER

1

INTRODUCTION

Our Community. Ocoee is a growing and dynamic central Florida community and a great place to call home. Approximately 16 square miles in size, Ocoee is located in west Orange County, nestled between the cities of Apopka to the north, Orlando to the east, Windermere to the south and Winter Garden to the west. Centrally located and with direct access to a regional transportation system that includes the Florida Turnpike, State Road 50/Colonial Drive, State Road 408/the East-West Expressway, and State Road 429/the Western Expressway, the City is a great place to grow a business and is minutes from major employers and entertainment destinations, Walt Disney World, Universal Studios, Sea World and the Orlando Regional Airport.

Historical Perspective. Beginning as a township of 820 residents, Ocoee was first settled adjacent to Starke Lake in the mid-1800s. The Town of Ocoee was the name of a subdivision platted in 1886 by Dr. H.K. Clarke, Charles J. Chunn, and R.B.F. Roper. This name Ocoee came from a river in Tennessee, which means "apricot vine" in the Cherokee language - what is now called the passionflower. The city logo is inspired by this flower. The Town of Ocoee was recognized as a municipality by the Florida legislature in 1923 and became the City of Ocoee in May 1925.

Just as major roadways have played a role in Ocoee's current growth, transportation catalyzed the City's development in the past. Completion of the Florida Midland Railroad in the 1880s brought many settlers to the area. The population boom propagated by the railroad led to the abandonment of crops such as corn, cotton, and sweet potatoes in favor of oranges and vegetables grown and shipped to northern states during the winter.

One prominent citrus grower, General William Temple Withers, built his family home at 16 East Oakland Avenue in 1888. The home still stands today and serves as a museum and event venue. In 1987, it was added to the U.S. National Register of Historic Places, and taking a tour gives visitors a detailed glimpse into the past. The City is also home to another significant building, Ocoee Christian Church. Added to the U.S. National Register of Historic Places in 1997, it is believed to be the oldest church in continuous use in the State of Florida. Scenes from the movie *My Girl* were filmed there, with several other directors utilizing the Ocoee area for their productions. Starke Lake Studios, also known as Gettings Studio, has served as a music recording destination for countless artists, such as Daddy Yankee and Duran Duran. Gloria Estefan even recorded her hit "Reach" for the 1996 Olympic Games at this studio.

While Ocoee has many historical bright spots, a lamentable event from the past cannot be ignored. The 1920 Election Day Massacre fundamentally altered the trajectory of our community. Many African Americans had their land taken from them, were driven out of the town, or were killed. Nothing will erase this past tragedy, nor should it be forgotten. Over the past twenty (20) years, City officials and the community have come together to heal and to embrace and celebrate diversity. The City established a Human Relations Diversity Board, whose objective is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. Building on the City's mission of equity, in 2023, the City opened Unity Park and dedicated it to the memory of the African American lives and properties lost.

Current Environment. The City remains focused in our efforts to provide a desirable community in which to live, work and raise a family while maintaining a high standard of living. With input from citizens and property owners, the City of Ocoee is charting a future through this Comprehensive Plan Update, and subsequent Land Development Code Update, to direct growth and redevelopment while protecting its resources in a manner that furthers a sense of community.

INTRODUCTION

The Chapters of this Comprehensive Plan reflect the City's vision and strategies for achieving an attractive, vibrant and inclusive community over the next twenty (20) years.

Vision Statement. The City of Ocoee is a vibrant, attractive, and economically sustainable community where businesses thrive and neighborhoods flourish through diverse, compact, and complementary land uses that produce quality development and safe, connected mobility systems through adequate movement of people and goods while simultaneously preserving environmental systems and creating parks and open spaces to promote social engagement and enhance community health leading to the overall wellbeing of the City.

2045 Comprehensive Plan Update. The Comprehensive Plan Update is divided into two volumes. The first volume is the Goals, Objectives and Policies (GOPs) policy document. The second volume contains the Data, Inventory, and Analysis (DIA) for each element required by the State in Chapter 163, Part II, Florida Statutes (F.S.). Each volume is organized by the following Chapters:

Chapter 2 - Vibrant, Attractive & Inclusive Community

- Future Land Use Element
- Housing Element
- Recreation & Open Space Element

Chapter 3 - Efficient, Reliable & Well-Maintained Infrastructure

- Infrastructure Element
  - Utilities Sub-element
  - Drainage Sub-element

Chapter 4 - Safe & Convenient Mobility

- Mobility Element
  (formerly the Transportation Element)

Chapter 5 - Environment-Friendly, Resilient & Sustainable Community

- Conservation Element

Chapter 6 – Responsible, Accessible & Open Governance

- Public School Facilities Element
- Intergovernmental Coord. Element
- Capital Improvements Element
- Private Property Rights Element

Appendix

- Acronyms List
- Water Supply Plan

In accordance with Chapter 163, F.S., Envision 2045 provides policy direction to accommodate growth over the required 10-year and 20-year planning horizons.





VIBRANT, ATTRACTIVE & INCLUSIVE COMMUNITY

Future Land Use Element

Housing Element

Recreation & Open Space Element

CHAPTER

2

Future Land Use Element

CHAPTER

2

FUTURE LAND USE ELEMENT

I. INTRODUCTION

The Future Land Use Element is an integral part of the City's goal of creating a vibrant, attractive, and economically sustainable community where businesses thrive and neighborhoods flourish through diverse, compact, and complementary land uses.

This document analyzes the relevant data, inventory, and analysis of land use and development patterns that have occurred over the past 20 years and provides a long-term strategy and plan for how the City will accommodate the demands of projected populations, as described in Section 163.3177(6)(a), Florida Statutes (F.S.). This information forms the basis on which the Goals, Objectives and Policies in the City's Future Land Use Element were developed.

Comprehensive Planning Requirements. All local governments, both cities and counties, within the State of Florida are required by Section 163.3177, F.S., to adopt a comprehensive plan that "provides the principles, guidelines, standards and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area". By law, the Comprehensive Plan principles and strategies shall reflect community commitments and guide future decisions in a consistent manner and shall describe how the City's land development regulations will be developed and carried out in order to implement the Comprehensive Plan. Comprehensive planning regulations and guidelines are established and set forth in Section 163.3177, F.S.



Ocoee's Past and Future Trends. At the time of adoption of the 2002 Comprehensive Plan, 2000 Census data showed a population of 24,391 residents in Ocoee, with an average household size of 3.0 persons per household for single family and 2.96 persons per household for multi-family households. Since that time, the City's population grew to 35,579 in 2010, representing a 45.8% increase, and 47,356 in 2020, representing a 94% increase (based on US Census 2010 and 2020 data). This growth reflects an average of 1,145 persons per year. As of 2024, the City has an estimated population of nearly 50,000 residents. When compared to Orange County and neighboring communities, the City is growing at a comparable average growth rate. Tables 1a and 1b provide a comparison of Ocoee's population growth to the County and other communities in the region for 2000, 2010, 2020 and July 1, 2022 estimates (Census Quick Facts). Tables 1a and 1b also show the percent change and the average annual population growth between census years.



Based on the population numbers in Tables 1a and 1b, Ocoee's population, when evaluated as a percentage of Orange County's population, is approximately 3.3%, and the City's percent growth and average annual growth are comparable to those of the Cities of Winter Garden and Apopka. Between 2000 and 2020, Ocoee experienced an average population growth of approximately 4.7%, or roughly 1,145 persons, annually.

FLU Table 1a: Population Growth Comparison

Year	Ocoee	% Change	Orange County	% Change	Winter Garden	% Change	Maitland	% Change
2000	24,391		896,344		14,351		12,019	
2010	35,579	46%	1,145,956	28%	34,568	141%	15,751	31%
2020	47,295	94%	1,429,908	60%	46,964	227%	19,543	63%
2022 (Estimate)	48,198	98%	1,452,726	62%	47,049	228%	19,356	61%
Ave. Annual Growth (2000-2020)		**1,145**		**26,678**		**1,631**		**376**

FLU Table 1b: Population Growth Comparison

Year	Ocoee	% Change	Apopka	% Change	Oviedo	% Change	Casselberry	% Change
2000	24,391		26,642		26,316		22,629	
2010	35,579	46%	41,542	56%	33,342	27%	26,241	16%
2020	47,295	94%	54,873	106%	40,059	52%	28,794	27%
2022 (Estimate)	48,198	98%	57,017	114%	39,580	50%	29,901	32%
Ave. Annual Growth (2000-2020)		**1,145**		**1,412**		**687**		**308**

Source: American Community Survey, July 2022

Growing the City's 2000 population by this historic average of 1,145 persons per year yields a projected population of 75,991 persons.

II. INVENTORY AND DATA

As part of the inventory and data collection, the City evaluated changes in its land use patterns since the previous 2002 Plan adoption and reviewed studies and population data to evaluate its ability to accommodate growth without promoting the proliferation of urban sprawl.

Changes in Land Uses/Development Patterns. Between 2001 and 2022, the City processed thirty-one (31) amendments to the Future Land Use Map. Of these, eight (8) were, at the time, considered Large-Scale Comprehensive Plan Future Land Use Map (FLUM) amendments. In 2021, the City was in the midst of processing its 8th "large-scale" comprehensive plan future land use map amendment for a 39.96-acre development; however, the Legislature enacted new legislation that increased the acreage of the "small-scale" Comprehensive Plan FLUM amendment from 10 acres to 50 acres. This legislative change had the effect of converting this 39.96-acre Comprehensive Plan Amendment from a large-scale amendment to a small-scale amendment. It also had the effect of changing the classification of many of these "large-scale" amendments to "small-scale" amendments due to their sizes.

In May 2024, the City received an application for a FLUM Amendment and associated text amendment for approximately 150 acres for the Ocoee Regional Sports Complex. This application was completed in February 2025. Based on the new 50-acre size threshold for what constitutes a large-scale, the City had approved four (4) large-scale CPAs. Most of these Large-Scale FLUM amendments converted Low Density Residential or Agricultural lands to Medium or High Density Residential, Commercial and limited Industrial lands.

Even with these amendments, the majority of the city remains predominantly Low Density Residential, with most of the City's Commercial-designated lands being located along the State Road 50/Colonial Drive corridor and State Road 429 interchanges.

The FLUM designation that experienced the largest percent increase was Light Industrial (37%) followed by Medium Density Residential (23%). The City also experienced a decrease in Professional Offices and Services and Conservation designated lands. Table 2 illustrates the extent of the changes in the FLUM categories by acreages and type.

FLU Table 2: Changes in Future Land Uses

Future Land Use Category (within JPA)	2004 Acres	2024 Acres	% Change
Low Density RES (LDR)	5,671.09	5,725.02	1%
Medium Density RES (MDR)	102.93	126.35	23%
High Density RES (HDR)	441.20	470.20	7%
Professional Ofcs & Svcs (PS)	84.89	78.84	-7%
Commercial (COMM)	1,193.05	1,265.08	6%
Light Industrial (LI)	263.72	360.41	37%
Heavy Industrial (HI)	187.02	188.88	1%
Conservation (CONS)	1,221.28	1,144.45	-6%
Institutional (INST)	495.89	509.04	3%
Total Acres:	10,414.78	10,831.06	4%

Character of Undeveloped Land. The City's growth has been and continues to be limited by the boundaries of the City of Ocoee/Orange County Joint Planning Area (JPA) Agreement. Thus, except for a small hand-full of projects, growth has primarily been via infill development and redevelopment. Currently, the City has 1,303.64 acres of vacant residentially designated lands and 357.35 acreage of non-residentially designated lands. FLU Figure No. 3 shows the locations and total acreage of vacant residentially designated lands, and FLU Figure No. 4 provides that same data for vacant non-residentially designated lands. While this research shows that there are approximately 1,660.9 acres of vacant land, there is a limit supply of vacant, developable land within the city limits. The reasons for this are that 1) the City wanted to evaluate land area within the entirety of the JPA boundary, since those are the only areas that the City can annex land, 2) much of the vacant land still remains under unincorporated Orange County's jurisdiction, and 3) much of the land area captured in GIS dataset contain natural resources (including wetlands, floodplains, sensitive habitat, high recharge areas, etc.) or are occupied by stormwater ponds or other infrastructure associated. Tables 3a and 3b summarizes the maximum residential development potential and the potential population absorption from those units. Information regarding the availability of vacant, developable land is provided in the Population Projects discussion.

FLU Table 3a: Vacant Lands Analysis

Designation	No. of Parcels		Acreage		Totals	
	ORG	OCO	ORG	OCO	Parcels	Acrege
LDR	105.00	68.00	170.61	85.94	173.00	256.55
MDR	0.00	12.00	0.00	5.10	12.00	5.10
HDR	0.00	12.00	0.00	61.48	12.00	61.48
TOTAL:	105.00	92.00	170.61	152.52	197.00	323.13

LDR - Low Density Residential
MDR - Medium Density Residential
HDR - High Density Residential

FLU Table 3b: Max Development Potential based on Vacant Lands in Table 3a

Development Potential		Projected Population	
Density[1]	Units	PPH	Pop.
Up to 4	1026.20	3.00	3078.60
4 to less than 8	40.80	3.00	122.40
8 to less than 16	983.68	2.96	2911.69
TOTAL:	2050.68		6112.69

Population Projections. Looking forward, the City is expected to grow to approximately 74,500 residents by 2045. Population projections were evaluated using four (4) methodologies and data sources as further described below.

1. Vacant Lands Analysis by Future Land Use

In an effort to develop harmoniously with Orange County, the City entered into a Joint Planning Area Agreement (the JPA) with Orange County in 1994, shortly after the adoption of its 1991 Comprehensive Plan, in order to identify logical candidate parcels for future annexations, establish the Future Land Use Map (FLUM) designations for these properties, and ensure the provision of central water and/or sewer services to these properties. The JPA has been amended eighteen (18) times since its adoption, and in 2019, the City and County agreed to terminate that 1994 Agreement and execute a new JPA Agreement. That 2019 JPA Agreement expired in November 2024 and has been, per the terms of the JPA, extended by five (5) years to November 2029. As the City cannot annex lands beyond the boundaries of the JPA, the vacant lands analysis will consider both unincorporated and incorporated properties within the JPA boundaries as it is anticipated that the City shall continue to consider voluntary annexations within the JPA boundary.

FLU Table 3a summarizes the acreage of vacant developable lands within the city limits. Based on parcel data, the City currently has approximately 197 vacant residential parcels within the JPA boundaries, totaling approximately 323.13 acres of residential lands. Table 3 provides the vacant lands, both unincorporated and incorporated parcels, by land use category and the development potential under each category based on historic persons per household ratios used in the 2002 Comprehensive Plan.

Based on Table 3b, if all of the vacant residential lands were developed at the current maximum densities permitted within each future land use category, the current supply of vacant lands could be expected to absorb approximately 6,113 people, yielding a projected population of 54,311 (from July 1, 2022 base year). For comparative purposes, applying the highest density of sixteen (16) dwelling units per acre of the High Density Residential FLUM category to the total vacant lands would yield approximately 5,170 dwelling units, translating to a population absorption of approximately 15,510 people, yielding a projected population of 63,708 (from July 1, 2022 base year).

Thus, the City has limited residential land area available, based on the current Low, Medium, and High Density Residential FLU categories to accommodate the projected growth through the 20-year planning horizon. The Commercial and Industrial FLU designations do not have residential densities written into the FLUE Policies.



2. Utility Service Area Analysis

The City of Ocoee provides water services to both incorporated and unincorporated lands in the Water Utility Service Area within the JPA boundaries. Based on population projections by the University of Florida's Bureau of Economic and Business Research (BEBR), the projected water service populations within the Water Utility Service Area, JPA and City boundary are provided in Table 4.

FLU Table 4: Utilities Population Projections

Service Area	Parcel Count	2020	2025	2030	2035	2040	2045
Water Utility Service Area	12,997	37,400	40,141	43,374	48,542	50,285	53,579
Joint Planning Area	19,359	53,934	58,313	62,476	68,384	70,824	74,372
City Boundary	16,669	46,522	49,651	52,462	56,539	57,894	60,713

The above projections represent parcel-based, small-area population estimates (2015 – 2021) and projections (2025 – 2045) utilizing the County's 2021/2022 parcel GIS layer at its basis. They were created for the Central Florida Water Initiative by the BEBR to assist in planning and water supply issues. This data includes attributes such as number of residential units, year built, and lot size. This data was then combined with other data sources in order to project the maximum development potential or "build-out" at the parcel level, including:

- Population, housing unit occupancy and average,
- Future land use classification and unit densities
- Planned developments
- Surface waters and wetlands
- Political and natural boundaries.

Populations in group quarters, such as nursing homes and assisted living facilities, were also accounted for as necessary. Slight adjustments were also made, when necessary, to mirror the BEBR official 2021 population estimates at the municipal level.

Lastly, historic growth trends over the past twenty (20) years were evaluated based on "influences" or "drivers" such as proximity to roads, interchanges, water/sewer services, existing residential and commercial development and planned developments.

3. Traffic Zones

When the 2002 Comprehensive Plan was adopted, the City utilized the best available traffic model at that time, which was the 2020 Orlando Urban Area Transportation Study (OUATS) Regional Model for Traffic Volumes, as a base and then created a highly refined Sub-area Model based on smaller traffic analysis zones (TAZs). This land-use driven Sub-area Model divided the City into 106 TAZs, which included some areas outside of the City's jurisdictional and JPA boundaries. The TAZs served as the foundation for the 2020 population and employment projections.
Since that time, however, the OUATS Regional Model has been replaced with the Central Florida Regional Planning Model (CFRPMv7), which is the officially adopted model for all five (5) metropolitan planning organizations (MPO) located in the Florida Department of Transportation (FDOT) District Five. It has been updated to a 2015 base year and 2045 Horizon Year. The CFRPMv7 model is designed to reflect the conditions demonstrated by the Central Florida Region and generally reflects trip generation, trip distribution, mode choice and traffic assignment as well as household distribution and truck modeling.

For this Comprehensive Plan update, traffic analysis zones that cover the City based on the current CFRPMv7 Model will be used. Based on the CFRPMv7, there are now only 72 traffic analysis zones that cover the City, and Table 5 evaluates the City's population projections through several iterations of the Model. A detailed narrative explaining the Central Florida Regional Planning Mode is provided in the Trends discussion within the Data, Inventory, and Analysis of the Mobility Element.

estimates and projections which shall either be those published by the Office of Economic and Demographic Research (EDR) or generated by the local government based upon a professional acceptable methodology". The EDR has County and municipality population estimates for April 1, 2023, which for Orange County is 1,492,951 persons and for Ocoee is 49,711 persons. The EDR has population projections, with a 2022 base year, in 5-year increments through 2045 for counties only.

FLU Table 5: Ocoee Regional Planning Model Population Trends

	1		2		3		4		5		6		7	
Year	Unedited Model		Edited Model (2045) (w Vested Projects)		Edited Model (2045) Application of Standard Model Land Use Conversion PPH		Edited Model (2045) Application of 2002 Comp Plan PPH (TRN, SF 3.03, MF 1.72)		Edited Model (2045) Application of 2002 Comp Plan PPH (FLUE, 2.9)		Edited Model (2045) Application of Shimberg Average PPH		Edited Model (2045) Application of 2002 Comp Plan PPH (FLUE SF 3.0, MF 2.96)	
	CFRPMv7 Total Population	Annual Growth (From 2015)	CFRPMv7 Total Population	Annual Growth (From 2015)	CFRPMv7 Total Population	Annual Growth (From 2015)	CFRPMv7 Total Population	Annual Growth (From 2015)	CFRPMv7 Total Population	Annual Growth (From 2015)	CFRPMv7 Total Population	Annual Growth (From 2015)	CFRPMv7 Total Population	Annual Growth (From 2015)
2015	46,815	-	46,815	-	43,081	-	42,883	-	43,645	-	47,480	-	44,944	-
2020	54,537	3.3%	54,537	3.3%	50,132	3.3%	49,660	3.2%	51,558	3.6%	56,089	3.6%	53,016	3.6%
2025	58,077	2.4%	58,077	2.4%	53,470	2.4%	52,892	2.3%	55,229	2.7%	60,083	2.7%	56,767	2.6%
2030	61,097	2.0%	61,097	2.0%	56,295	2.0%	55,616	2.0%	58,372	2.2%	63,502	2.2%	59,976	2.2%
2035	63,658	1.8%	63,658	1.8%	58,667	1.8%	57,904	1.8%	61,005	2.0%	66,367	2.0%	62,665	2.0%
2040	66,032	1.6%	66,032	1.6%	60,838	1.6%	59,999	1.6%	63,414	1.8%	68,988	1.8%	65,125	1.8%
2045	**68,195**	**1.5%**	**70,567**	**1.7%**	**68,641**	**2.0%**	**67,336**	**1.9%**	**72,690**	**2.2%**	**79,080**	**2.2%**	**74,541**	**2.2%**

Column descriptions:

1. CFRPMv7 with unedited dwelling units (DU)
2. CFRPM7 with edited DUs for 2045, accounting for vested projects
3. Data from Column 2 but applying the standard model land use conversion by persons per household (PPH)
4. Data from Column 2 but applying the 2002 comp plan PPH from the Transportation Element at 3.03 PPH for single-family and 1.72 PPH for multi-family units
5. Data from Column 2 but applying the 2002 comp plan PPH from the FLU Element at average 2.90 PPH for single-family and multi-family to account for vacancies
6. Data from Column 2 but applying Shimberg data (calculated using total population and total households as the data has no distinction between single- and multi-family)
7. Data from Column 2 but applying the 2002 comp plan PPH from the FLU Element at 3.0 PPH for single-family and 2.96 PPH for multi-family, without accounting for vacancies

4. Census, BEBR, and Office of Economic and Demographic Research (EDR) Data

According to the 2020 US Census, the City of Ocoee represents approximately 3.31% of Orange County's total population. Extrapolating the City's population as a percentage of the County's population over the planning horizon yields elevated population projections. Section 163.3177(1)(f)3, F.S., stipulates that "the comprehensive plan shall be based upon permanent and seasonal population

The EDR's population projections for Orange County are nearly identical to the medium population projections for the County by the Bureau of Economic and Business Research (BEBR). Based on application of the 3.31% proportion of the County's population, Table 6 reflects Ocoee's project population as a percentage of Orange County's projected population based on EDR County Projections.

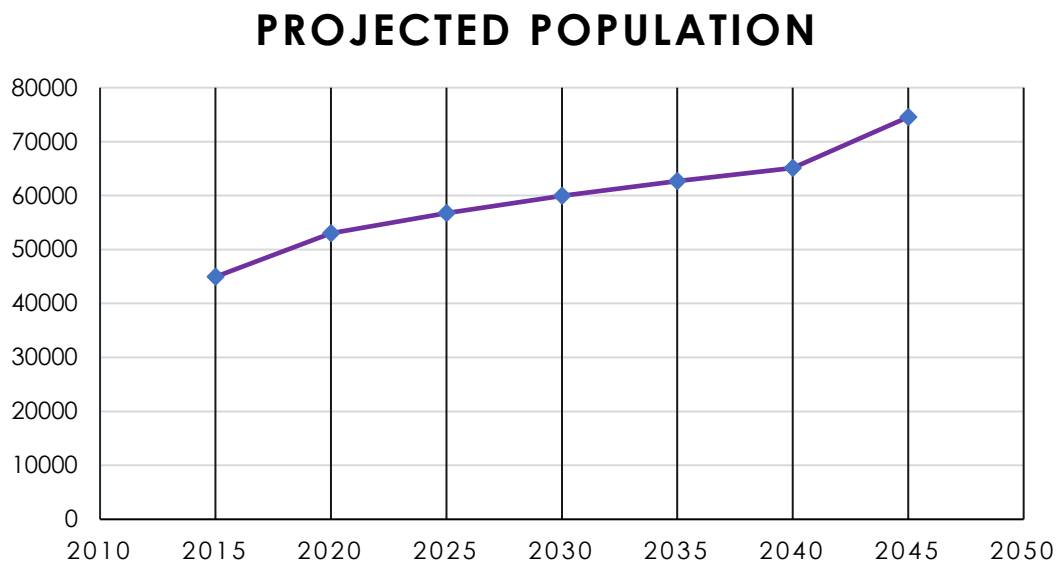
FLU Table 6: EDR Orange County/Ocoee Population Projections

Year	Orange County Population	Ocoee Estimated Population
2025	1,565,569	52,118
2030	1,688,533	56,211
2035	1,785,020	59,423
2040	1,861,522	61,970
2045	1,926,557	64,135

Source: Office of Economic and Demographics Research

the BEBR Medium projections, with BEBR projecting approximately 365 fewer people.

Based on an analysis of the population projections from these methodologies and sources, the population projection is just over 74,000 people. According to the EDR, Ocoee does not have an inmate population, and historically, seasonal populations have averaged 500 persons. Thus, this Comprehensive Plan update will utilize a 2045 population of 74,541 persons (as shown in the Projected Population chart herein), with an estimated seasonal population of 1%, for which the City must plan its public facilities, infrastructure and services.



FLU Table 7: BEBR Population Projections

		2025	2030	2035	2040	2045
	Lo	1,471,600	1,519,700	1,539,600	1,540,400	1,531,600
County	Med	1,656,600	1,688,500	1,785,000	1,861,500	1,926,600
	Hi	1,659,600	185,700	2,030,500	2,182,600	2,321,500
	Lo	48,710	50,302	50,961	50,987	50,696
Ocoee	Med	51,821	55,889	59,084	61,616	63,770
	Hi	54,929	61,480	67,210	72,244	76,842

Table 7 is provided to demonstrate the near consistency between the EDR projections and

FUTURE LAND USE ELEMENT

Evaluation of Need for Modification of Land Uses and Development Patterns to Foster Job Creation, Support Capital Investment and Support Population Growth

1. Evaluation and Appraisal Report (EAR)

In accordance with Section 163.3177(6)(a)2 and Section 163.3191, F.S., and in an effort to monitor the effectiveness and efficiency of the Comprehensive Plan, the City conduct an Evaluation and Appraisal Report (EAR), which was adopted by Resolution No. 2010-013 on September 21, 2010. As part of that effort, the City conducted a series of community workshops to obtain public input, and the outcome of that public involvement was the identification of six (6) major focus areas:

- Community Character
- Transportation Connectivity
- Utility Infrastructure
- Mixed Use Employment and Commercial Centers
- Neighborhood Revitalization
- Conservation

Achieving the goals of these focus areas necessitate evaluating the current land use patterns and densities and intensities of the current future land use categories and considering adjustments to foster the desire growth and development. Following the adoption of Resolution 2010-013, the subsequent EAR-based Amendments were put on hold due to the economic downturn, and only amendments required by law were updated. This Comprehensive Plan Update will not only address the 2010 EAR major focus areas but also incorporate the vision, goals, and strategies established in the various Special Overlay and Area Plans adopted by the City in the past ten (10) years. This Comprehensive Plan Update will also evaluate the potential impacts that recent Legislative actions, including the Live Local Act (2023) and Orange County's Vision 2050 may have on the City's future growth and vision.



Subsequently, following the adoption of this 2045 Comprehensive Plan, another EAR will be conducted to determine if plan amendments are necessary to improve the effectiveness of this Comprehensive in achieving the City's vision, goals, and objectives.

2. Special Overlay and Area Plans.

Over the past ten (10) years, the City has adopted several Area Plans, including the Downtown Master Plan (2016) and the SR 429 Overlay District (year), which fostered the adoption of three (3) Character Area Plans, as well as several corridor studies, roadway plans and a regional trails master plan. Each of



these Area Plans were adopted with public input through their respective public hearings and can be found on the City's website. These Plans will aid in informing the goals, objectives and policies in the various elements of the Comprehensive Plan.

3. Live Local Act

Senate Bill 102 (SB 102), known as the Live Local Act, was approved by the Governor on March 29, 2023 and codified in Chapter 2023-17 of the Laws of Florida. Effective July 1, 2023, this Legislation placed a significant emphasis on affordable housing, in terms of rent controls, fees and availability of affordable housing stock. More specifically, this Act requires that the City authorize multi-family and mixed-use residential as allowable uses, at the highest allowable density, in any area zoned for commercial, industrial or mixed use if at least forty percent (40%) of the multi-family residential units and sixty-five percent (65%) of the mixed-use development square footage are offered as affordable housing (as defined in Section 420.0004, FS) for a period of at least thirty (30) years. It further stipulates that proposed developments authorized by this Act must be approved administratively with no further action or approval required by the City Commission so long as it satisfies the site design and development regulations within the Land Development Code for multi-family residential developments.

Currently, the highest density in Ocoee is High Density Residential, which permits up to sixteen (16) dwelling units per acre, and the Plan allows residential use within the Commercial and Industrial future land use categories when it is part of a mixed-use development. Because of this existing provision and due to limited availability of sufficiently sized vacant lands and the need for higher densities to make affordable



housing developments more economically enticing to developers, this Act has limited implications for Ocoee. Conversely, the Act supports the City's goal to create opportunities for housing diversity to meet future demands.





4. Orange County Vision 2050

Orange County is nearing completion and adoption of its Vision 2050 Plan that will guide how and where growth will occur in unincorporated areas of the County over the next few decades. Vision 2050 intends to restructure the County's Comprehensive Plan and reorganize County policies with a focus on resiliency, placemaking, affordability, context-driven planning, middle-missing middle housing and performance-based development. Within the Vision 2050 Plan, the County proposes densities in "Neighborhood Areas" and "Corridor Areas" that will impact the City as these densities are higher than the City's maximum density of 16 dwelling units per acre. To remain competitive, adjustments in densities within the City's FLUM will be needed.

III. ANALYSIS

Compliance with Florida Statutes. Consistent with the requirements of Section 163.3177(6)(a)4, F.S., the Future Land Use Element will appropriately designate lands for future planned uses in a manner that provides for balanced and complementary land uses to foster vibrant, viable communities and economic development opportunities, creates beautiful, safe, and pedestrian-oriented public realms, and addresses outdated and non-conforming development patterns and antiquated subdivisions.

Flexibility must be provided in the Goals, Objectives, and Policies to allow and prepare property owners and the development community to react to changing real estate markets and create adequate quality of life choices for current and future residents, both permanent and seasonal.

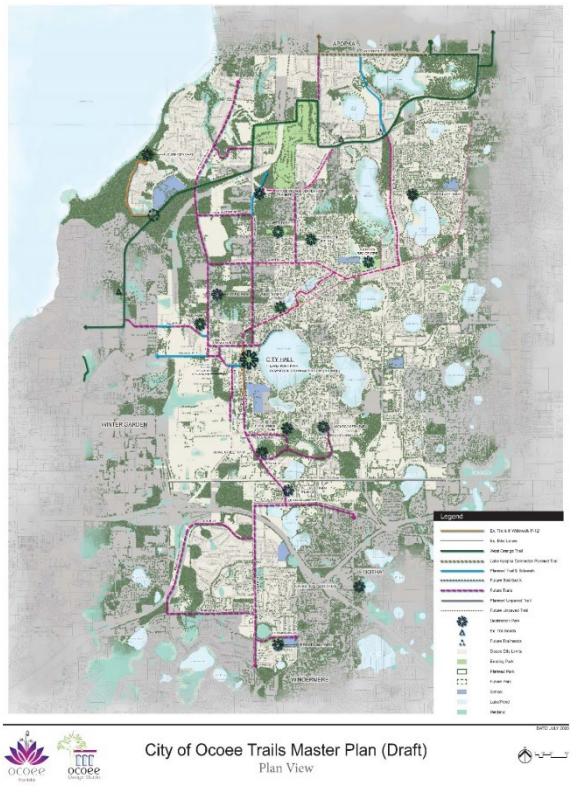
During the development of Envision 2045, the City's multi-disciplinary Comprehensive Planning Team worked together to arrive at the 2045 population projection and to evaluate the City's ability to provide adequate municipal services in the 10-year and 20-year planning horizons.

Our Vision, Our Future. As stated in Envision 2045's Vision, the goal of the City is to become a vibrant, attractive, and economically sustainable community where businesses thrive and neighborhoods flourish through diverse, compact, safe, quality, and connected developments. The Future Land Use Element must provide opportunities for economic development and job creation, preserve culture and history, provide housing choices, develop parks, recreation and urban open spaces, create safe and connected mobility systems, and preserve environment systems to achieve the Plan goal of creating a healthy, active and sustainable quality of life for Ocoee.

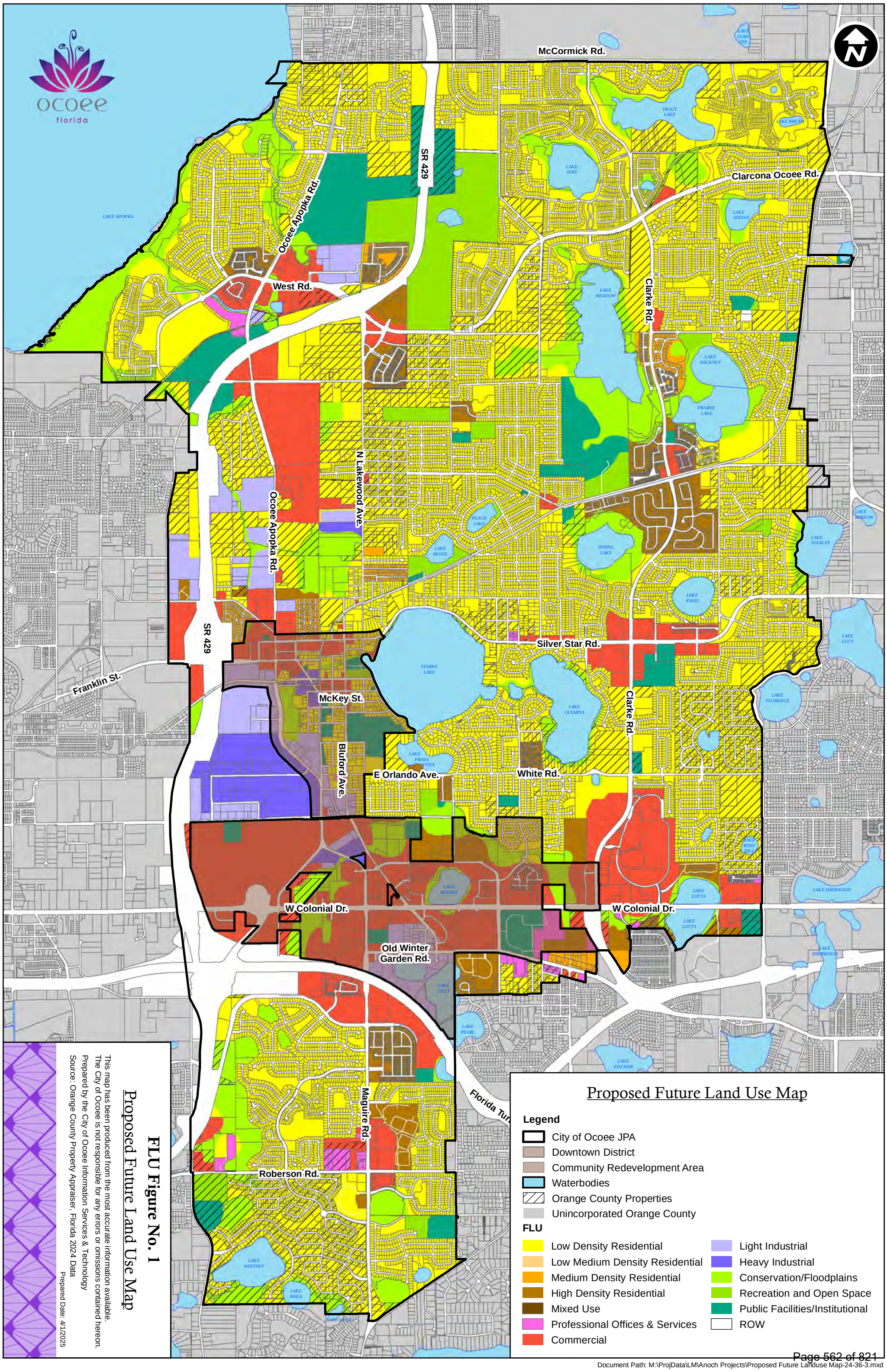


FUTURE LAND USE ELEMENT

Based on the projected population, inventory of vacant lands, and areas designated for conservation in the Conservation Element, the findings of this analysis show that this Future Land Use Element and the Future Land Use Map will need to consider adjustments in the densities and intensities of land uses and to direct the future general distribution, location, and composition of such land uses to accommodate that anticipated growth in a manner that directs higher densities and intensities to the downtown district and areas fully served by public facilities in order to preserve existing neighborhoods and protect the City's natural resources.







FLU Figure No. 1

Proposed Future Land Use Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Proposed Future Land Use Map

Legend

- City of Ocoee JPA
- Downtown District
- Community Redevelopment Area
- Waterbodies
- Orange County Properties
- Unincorporated Orange County

FLU

- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

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Existing FLU with
Proposed Downtown District Boundary

Proposed Downtown Mixed Use District Boundary

FLU Figure No. 1a

Downtown Mixed Use District

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Downtown Mixed Use District

Legend

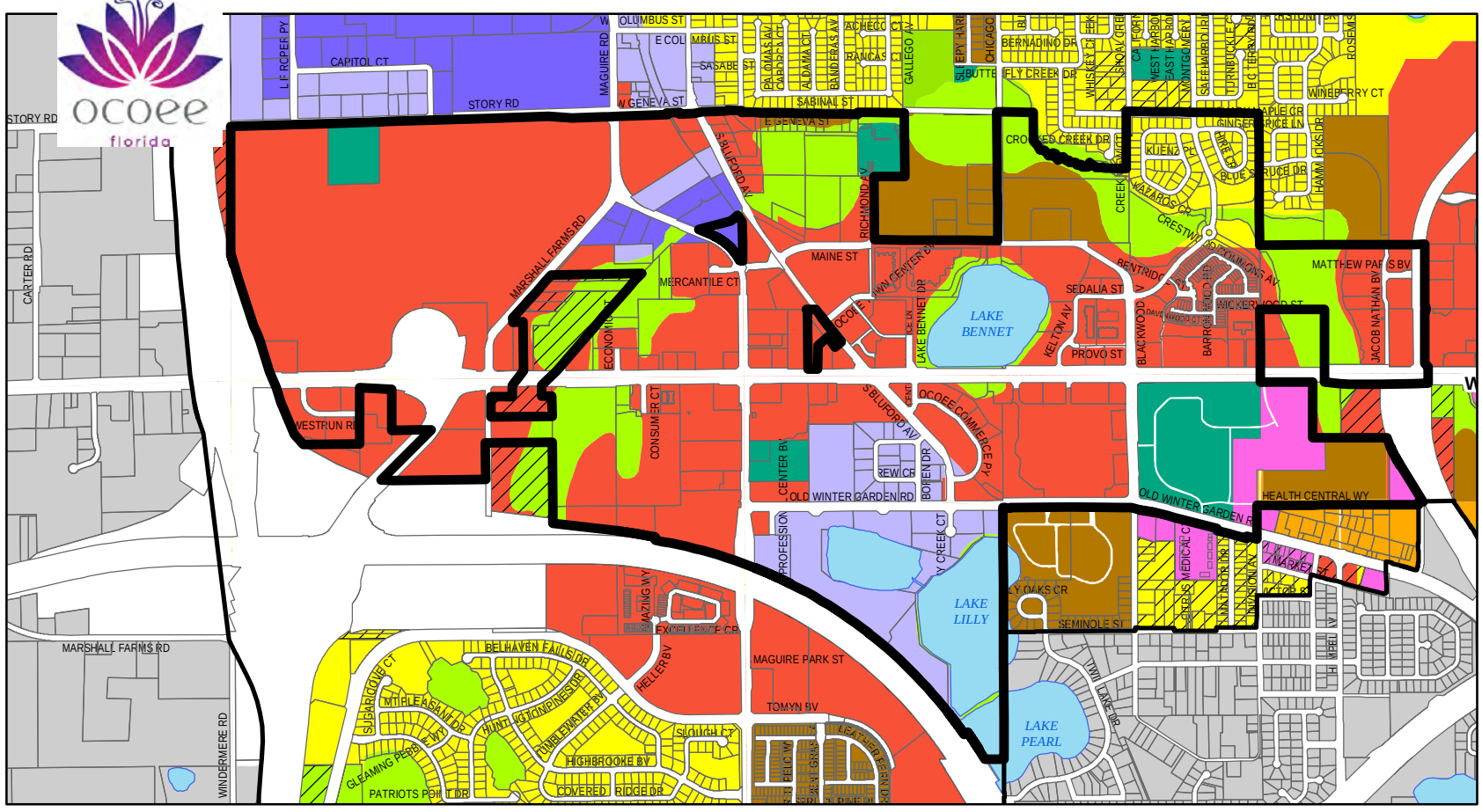
- City of Ocoee JPA
- Orange County Properties
- Downtown District
- Waterbodies
- Unincorporated Orange County

FLU

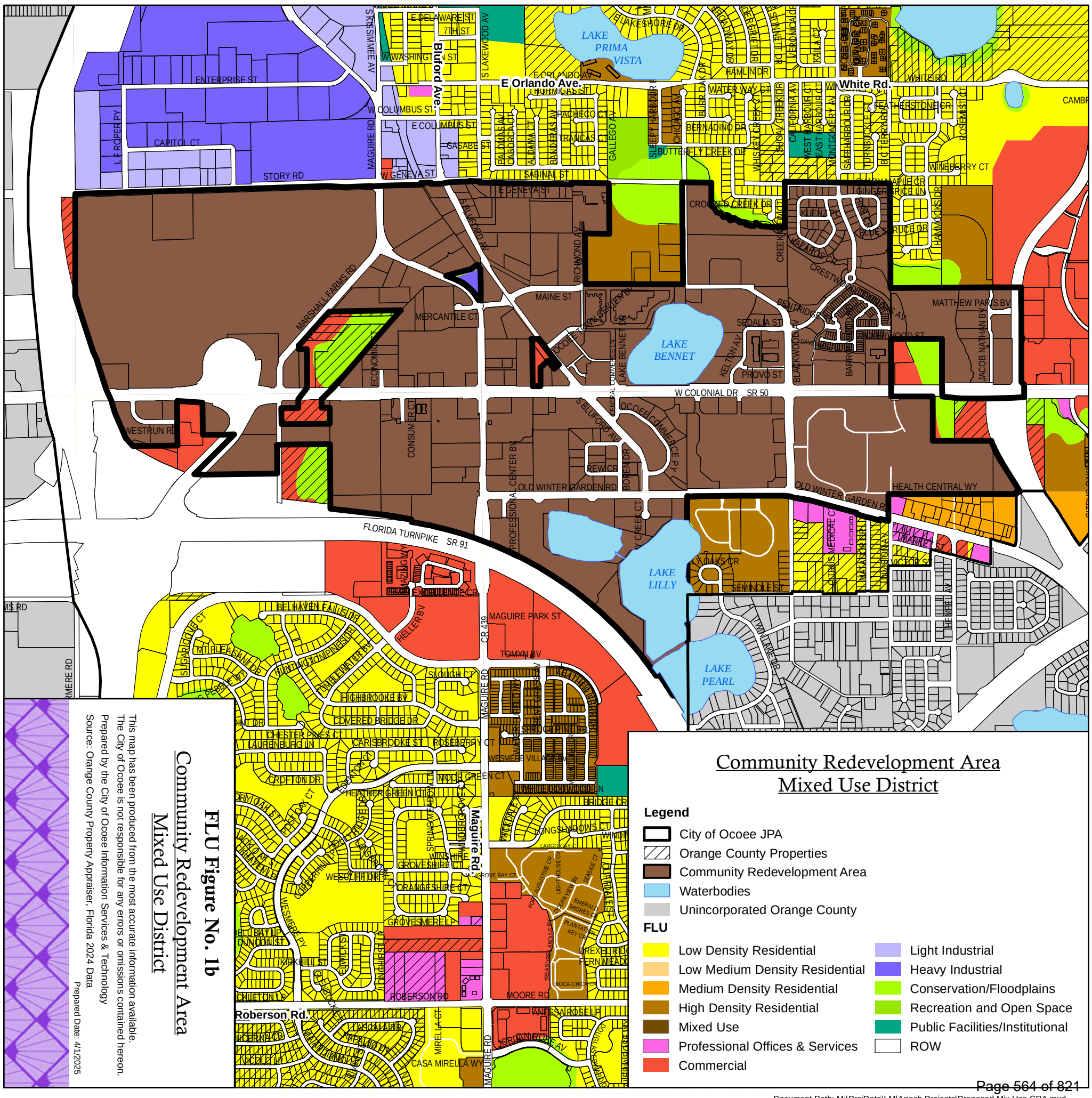
- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

Document Path: M:\ProjData\LM\Anoch Projects\Proposed Mix Use Downtown.mxd

Existing FLU with
Proposed Community Redevelopment Area Boundary



Proposed Community Redevelopment Area Boundary



FLU Figure No. 1b

Community Redevelopment Area
Mixed Use District

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Community Redevelopment Area
Mixed Use District

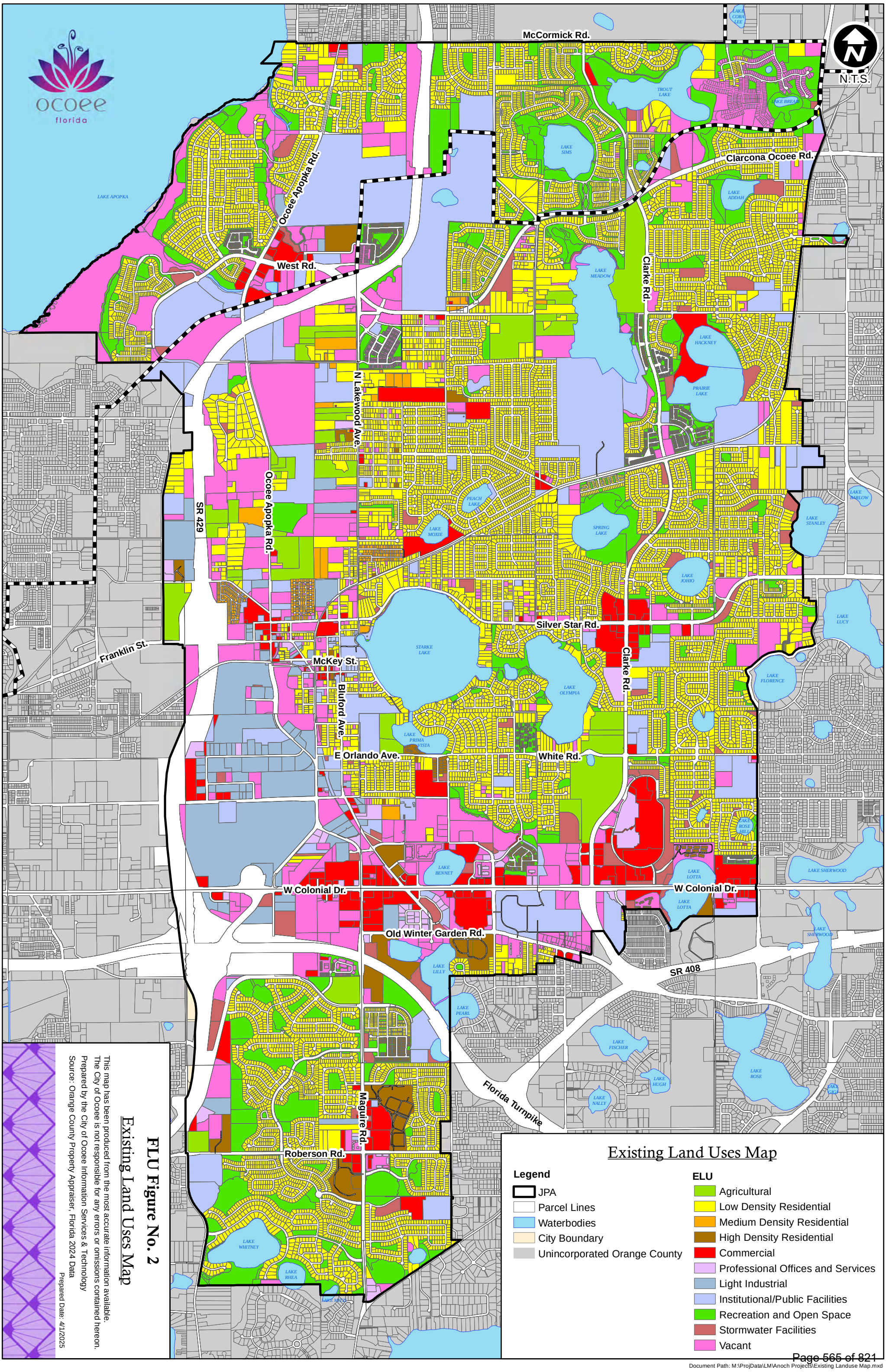
Legend

- City of Ocoee JPA
- Orange County Properties
- Community Redevelopment Area
- Waterbodies
- Unincorporated Orange County

FLU

- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

Document Path: M:\ProjData\LM\Anoch Projects\Proposed Mix Use CRA.mxd



FLU Figure No. 2

Existing Land Uses Map

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Existing Land Uses Map

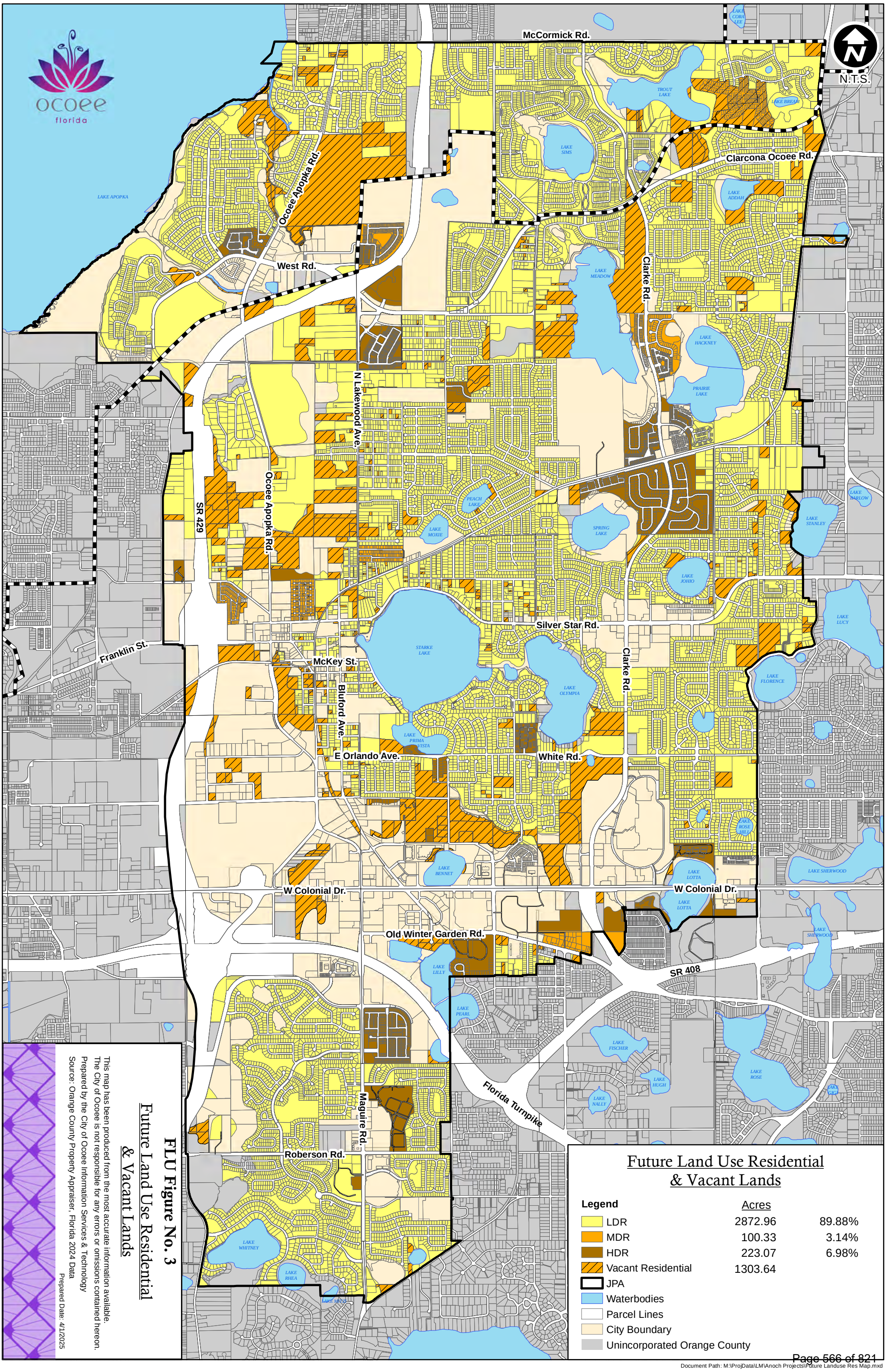
Legend

- JPA
- Parcel Lines
- Waterbodies
- City Boundary
- Unincorporated Orange County

ELU

- Agricultural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Professional Offices and Services
- Light Industrial
- Institutional/Public Facilities
- Recreation and Open Space
- Stormwater Facilities
- Vacant

Document Path: M:\ProjData\LM\Anoch Projects\Existing Landuse Map.mxd



FLU Figure No. 3

Future Land Use Residential & Vacant Lands

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Prepared by the City of Ocoee Information Services & Technology

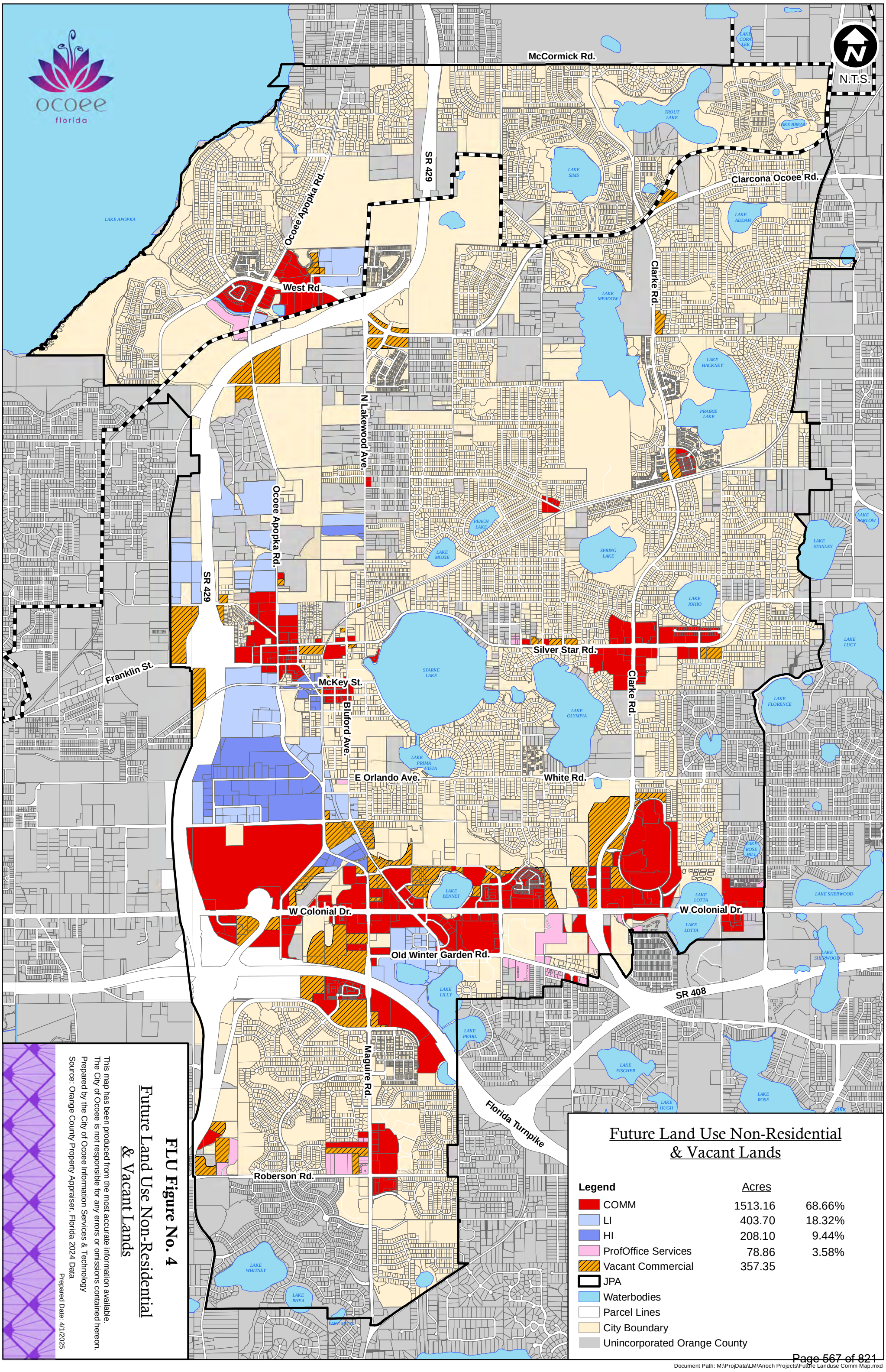
Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Future Land Use Residential & Vacant Lands

Legend	Acres	
LDR	2872.96	89.88%
MDR	100.33	3.14%
HDR	223.07	6.98%
Vacant Residential	1303.64	
JPA		
Waterbodies		
Parcel Lines		
City Boundary		
Unincorporated Orange County		

Document Path: M:\ProjData\LM\Anoch Projects\Future Landuse Res Map.mxd



FLU Figure No. 4

Future Land Use Non-Residential & Vacant Lands

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

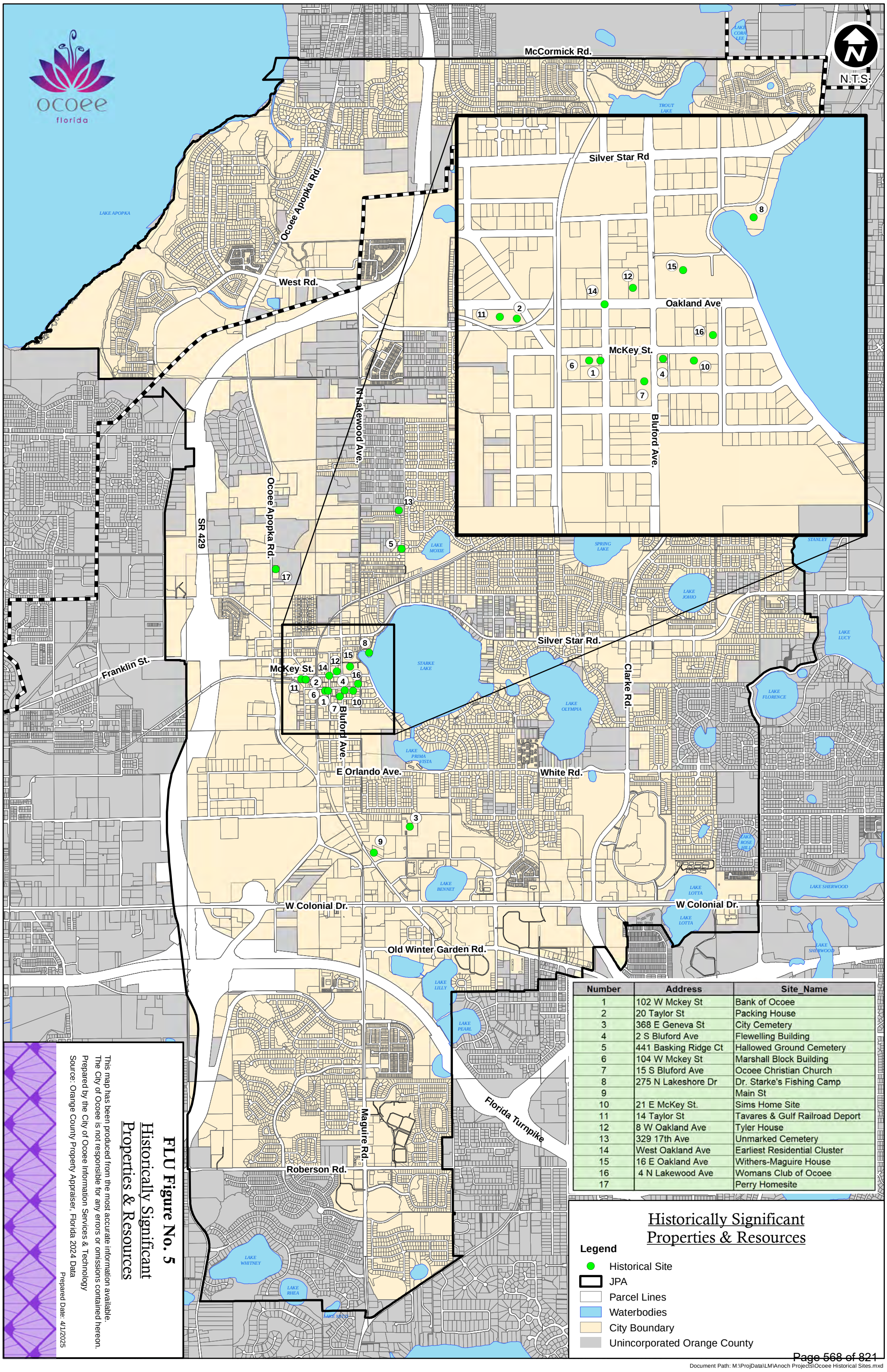
Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Future Land Use Non-Residential & Vacant Lands

Legend	Acres	
COMM	1513.16	68.66%
LI	403.70	18.32%
HI	208.10	9.44%
ProfOffice Services	78.86	3.58%
Vacant Commercial	357.35	
JPA		
Waterbodies		
Parcel Lines		
City Boundary		
Unincorporated Orange County		

Document Path: M:\ProjData\LM\Anoch Projects\Future Landuse Comm Map.mxd



Number	Address	Site_Name
1	102 W Mckey St	Bank of Ocoee
2	20 Taylor St	Packing House
3	368 E Geneva St	City Cemetery
4	2 S Bluford Ave	Flewelling Building
5	441 Basking Ridge Ct	Hallowed Ground Cemetery
6	104 W Mckey St	Marshall Block Building
7	15 S Bluford Ave	Ocoee Christian Church
8	275 N Lakeshore Dr	Dr. Starke's Fishing Camp
9		Main St
10	21 E McKey St.	Sims Home Site
11	14 Taylor St	Tavares & Gulf Railroad Deport
12	8 W Oakland Ave	Tyler House
13	329 17th Ave	Unmarked Cemetery
14	West Oakland Ave	Earliest Residential Cluster
15	16 E Oakland Ave	Withers-Maguire House
16	4 N Lakewood Ave	Womans Club of Ocoee
17		Perry Homesite

Historically Significant Properties & Resources

Legend

- Historical Site
- JPA
- Parcel Lines
- Waterbodies
- City Boundary
- Unincorporated Orange County

FLU Figure No. 5

Historically Significant Properties & Resources

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Document Path: M:\ProjData\LM\Anoch Projects\Ocoee Historical Sites.mxd

Housing Element

CHAPTER

2

HOUSING ELEMENT

I. INTRODUCTION

The following Housing Element is prepared and adopted in accordance with Section 163.3177(6)(f) in Part II, Chapter 163, of the Florida Statutes (F.S.). This portion of the Element provides a summary of the existing housing inventory and characteristics, and an analysis of housing needs based on projected future growth. The section includes comparison of housing conditions between the City of Ocoee and Orange County and utilizes data provided by the US Census 2022 American Community Survey Estimates and the 2023 Shimberg Center for Housing Studies Comprehensive Housing Affordability Strategy (CHAS) datasets.

II. INVENTORY AND DATA

Tables HSG 1 through HSG 6 provide a review and comparison of the existing inventory of housing characteristics for the City of Ocoee and Orange County.

Dwelling Units by Structure Type. Based on data from the 2022 US American Community Survey (ACS), HSG Table 1 and HSG Figure No.1 provide the estimated dwelling units by structure type for the City. According to the 2002 City Comprehensive Plan, which reflected data from the U.S. Census of Population and Housing 2000, there were 8,405 total dwelling units in the City in 2000. In 2022, the number of dwelling units increased to 14,974, representing an increase of 6,569 dwelling units (or 78.2%) from 2000 to 2022.

During this time, the City also experienced a shift in the percentage of different structure types when compared to the total number of dwelling units. Specifically, the percentage of single-family dwelling units increased from 78% in 2000 to 85.3% in 2022. In contrast, the percentage of multi-family dwelling units decreased from 16% in 2000 to 12.1% in 2022. The percentage of mobile homes also decreased from 6% in 2000 to 2.3% in 2022.

HSG Table 1: 2022 Estimate Dwelling Units by Structure Type

Dwelling Units	Number of Units	Percentage
Single-Family, Detached	11,876	79.3
Single-Family, Attached (Townhouses)	905	6.0
Two-Family	11	0.1
Multi-Family	1,815	12.1
Mobile Homes	341	2.3
*Other (Boat, RV, Van, etc.)	26	0.2
Total Dwelling Units	14,974	100.0

Source: U.S. Census Bureau, 2022 American Community Survey 5- Year Estimates Data Summary Profile

In a 22-year period from January 2001 through December 2022, 7,074 detached and attached single-family dwelling units and 615 multi-family dwelling units were constructed. As mentioned above, the number of mobile homes decreased by 103 units. No new duplexes were constructed during this period. These trends show a consistent growth of single-family dwellings within the City, with some construction involving the demolition and reconstruction of units.

Tenure. Tenure, for purposes of this Comprehensive Plan, refers to the legal or financial distinction of whether someone owns the property they live in or rents from someone else. For this Comprehensive Plan, owner-occupied units are single-family units, and non-owner-occupied units are multi-family units and single-family units that are rented/not owner-occupied. According to the adopted 2002 Comprehensive Plan, which was based on 2000 Census data, the City had 8,405 dwelling units, of which 96% were occupied (8,072 units). Of the occupied units, 84.1% (6,778 units) were owner-

occupied while 15.9% (1,294 units) were non-owner occupied.

Over the 20-year planning horizon of the 2002 Comprehensive Plan, the total percentage of occupied units decreased by just under 2% from 96% to 94.3%. Specifically, based on the 2022 US American Community Survey 5- Year Estimates Data Profiles, of the total 14,974 dwelling units, 14,125 units were occupied, of which 72.5% (10,237 units) were owner-occupied and 27.5% (3,888 units) were non-owner occupied. HSG Figure No. 2 further illustrates the distribution dwelling unit tenure throughout the City. These trends are reflected in HSG Table 2 and represent a slight reduction in homeownership with a corresponding slight increase in rentership during this period.

HSG Table 2: 2022 Estimate Dwelling Units by Tenure

Tenure	Number of Units	Unit Percentage of Total	
		Total Housing Units	Occupied Housing Units
Occupied Units	14,125	94.3	100.0
Owner-Occupied	10,237	68.3	72.5
Non-owner-Occupied	3,888	26.0	27.5
Vacant	849	5.7	N/A
Total Dwelling Units	14,974	100.0	N/A

Source: U.S. Census Bureau, 2022 American Community Survey 5- Year Estimates Data Summary Profile

Vacancy Status. According to the 2022 US Census, the City experienced a vacancy rate of 5.7%, a lower rate than the County's 13.0% rate. As shown in HSG Table 3, both the City and County experienced their highest vacancies rates for units that are for rent. The City's second highest percentage of vacancy type was units that were other vacant, whereas the County's second highest percentage of vacancy type was seasonal, recreational, or occasional use.

Since 2000, the City's vacancy rate increased nearly 2% from 4% to 5.7%. This increase in vacancies can be attributed to a surplus in units or a lack of affordable units.

Age of Single and Multi-Family Dwelling Units. HSG Table 4 provides the age of housing units within the City based on the year of construction. From 2000 to 2019, 6,737 dwelling units were constructed, averaging approximately 354.5 units per year. Of the entire housing stock previously described in Section A, 51.5% (7,717 units) were constructed prior to 2000, and 48.5% (7,257 units) were constructed after 2000. Although a greater percentage of housing units were constructed prior to 2000, the number of units constructed since has steadily increased through the years.

HSG Table 4: Estimate Construction Year of Housing Units

Construction Year	Number of Units	Percentage
Built 2020 or later	520	7.2
Built 2010 to 2019	3,599	49.6
Built 2000 to 2009	3,138	43.2
Total Housing Units	7,257	100.0

Source: U.S. Census Bureau, 2022 American Community Survey 5- Year Estimates Data Summary Profile

Dwelling units that are 50 years old or older, constructed in 1975 or prior, are associated with having a lower market value of $250,000 or less. Within the City, there are areas where a greater majority of older housing appears to concentrate. Assuming there is a correlation between housing market value and the income level of the household, lower market value units can be associated with a lower income household. HSG Figure No.3 illustrates

this grouping of residential units by market value. The disproportionate clustering of lower income households within communities can result in residential blight due to less availability of resources, services, and opportunities for lower earning residents.

HSG Table 3: 2022 Estimate Vacancy Status of Housing Units				
Vacancy Types	**Ocoee**		**Orange County**	
	Number of Units	**Percentage**	**Number of Units**	**Percentage**
For rent	392	46.2	26,802	36.4
Rented, not occupied	164	19.3	3,323	4.5
For sale only	60	7.1	9,836	13.3
Sold, not occupied	0	0.0	2,591	3.5
For seasonal, recreational or occasional use	45	5.3	18,177	24.6
For migrant workers	0	0.0	113	0.2
Other vacant	188	22.1	12,889	17.5
Total Vacant Housing Units	849	100.0	73,731	100.0

Source: U.S. Census Bureau, 2022 American Community Survey 5- Year Estimates Data Summary Profile

Household Size. The average household (HH) size increased from 2.99 in 2000 to 3.33 in 2022. More specifically, the average HH size for owner-occupied units increased from 3.0 to 3.34, and the average HH size for non-owner-occupied units increased from 2.96 to 3.29 during this period. The increase in household size can be attributed to changing household characteristics such as growing families, co-living, or multi-generational households. The growth also suggests that the City is seen as a family-oriented community. The greater household size of owner-occupied units compared to non-owner-occupied units indicates a slightly greater demand for housing units of this tenure.

Owner-Occupied versus Non-Owner-Occupied Monthly Costs. HSG Table 5 details the housing costs of owner-occupied and non-owner-occupied housing units. Compared to the 2002 Comprehensive Plan, which utilized 1990 Census data for ownership and rental costs, the median monthly rent has increased from $557 in 1990 to $1,756 in 2022, representing a 215% increase. The median monthly mortgage also increased from $644 to $1,849 during this period, representing an 187% increase. Even when adjusted for inflation using the US Bureau of Statistics CPI Inflation Calculation, the 2022 median costs of monthly rent and mortgage were both significantly higher compared to their 1990 costs.

In 2022, the monthly rent range of $1,500 to $1,999 represents the highest percentage (38.6%) of non-owner-occupied units. This is consistent with and captures the median monthly rent cost of $1,756. The rent range of $1,000 to $1,499 followed closely behind, at 31% of non-owner-occupied units.

The median monthly mortgage in 2022 was 5% higher than the median monthly rent. This slightly higher cost may be a factor in why there are more owner-occupied units. Due to the similar costs in owning and renting, it may become more worthwhile to invest in homeownership, thus gaining an asset. Particularly as young adults get older, this demographic group could transition from renting to being first-time homebuyers and

HSG Table 5: 2022 Owner-Occupied and Non-Owner-Occupied Costs	
Housing Cost	**Ocoee**
Median monthly rent	$1,756
Median monthly payment for housing units with a mortgage	$1,849
Median monthly payment for housing units without a mortgage	$654
Median owner-occupied unit value	$325,100

Source: U.S. Census Bureau, 2022 American Community Survey 5- Year Estimates Data Summary Profile

thus contribute to the increasing percentage of owner-occupied units.

Housing Conditions. Within the City, there is a low overall percentage of housing that is considered substandard. Substandard housing, as defined in Section 420.0004, F.S., is housing that lacks complete plumbing or sanitary facilities for the use of the occupants or is in violation of one or more sections of the housing code in which such violations pose a threat to the health and safety of the occupants.

Since the adoption of the 2002 Comprehensive Plan, the percentage of substandard housing units has fluctuated minimally, with the greatest difference being a 0.9% reduction in overcrowded units from 1990 to 2022. The percentage of all substandard housing conditions decreased during this 20-year period.

HSG Table 6: Housing Selected Characteristics		
Characteristics	**Number of Units**	**Percentage of All Housing**
Lacking Complete Plumbing Facilities	26	0.2
Lacking Complete Kitchen Facilitates	52	0.4
Overcrowded	574	4.1

Source: U.S. Census Bureau, 2022 American Community Survey 5- Year Estimates Data Summary Profile

For all future housing units' construction and reconstruction, the City will continue to ensure that construction and restoration or renovation activities conform to building codes to ensure a continued improvement in the elimination of substandard housing conditions.

Housing Construction as of 2011. HSG Table 7 provides the best available record of the number of completed new construction permits from 2011 to 2022. During this period, 5,337 new residential dwelling units were constructed. Of the different dwelling types, 50% (2,695 units) of units were detached single-family dwellings, 35% (1,860 units) were apartment units, and 15% (782 units) were attached single-family dwellings. This proportion of single-family dwellings is less than the projected need of 68% of newly constructed housing being single-family units, as indicated in the 2002 Comprehensive Plan,

HSG Table 7: Residential Permit Issuance in Ocoee, 2011-2022						
Year Permitted	**Single-Family, Detached**	**Single-Family, Attached**	**Duplexes**	**3&4 Multi-Family Units**	**Apartments**	**Total New Units**
2011	67	37	0	0	0	104
2012	119	82	0	0	180	381
2013	260	77	0	0	36	373
2014	147	138	0	0	290	575
2015	154	31	0	0	240	425
2016	117	23	0	0	302	442
2017	349	1	0	0	0	350
2018	450	0	0	0	0	450
2019	495	0	0	0	0	495
2020	315	158	0	0	0	473
2021	139	183	0	0	402	724
2022	83	52	0	0	410	545
Total	2,695	782	0	0	1,860	5,337
Average Dwelling Units permitted per year	224	65	0	0	155	445

Source: City of Ocoee Development Services

and is consistent with the demand for further construction of this housing typology.

Assisted Housing Development. The Orange County Housing and Community Development Division offers several resources and programs that are available to Ocoee residents. The programs provide a range of assistance, including but not limited to, home repair, rental assistance, down payment assistance, closing cost assistance for first-time homebuyers, and affordable housing options. The purpose of the programs is to provide adequate housing and financial assistance for extremely low-income, very low-income, low-income, and moderate-income households, as well as other households that exhibit housing needs. The following are examples of these programs:

- Community Development Block Grant (CDBG) Program
- Home Investment Partnership Program (HOME)
- Emergency Solutions Grant (ESG)
- Down Payment Assistance Program (DPA)
- Housing Rehabilitation Program
- Housing Choice Voucher Program (Section 8)
- Tenant Based Rental Assistance (TBRA)

Group Homes and Senior Housing. As shown in HSG Figure No.4, within the City, there are numerous Community Residential Homes – Minor, senior housing facilities, and commercial group homes that serve children and adults of varying needs. These facilities are licensed in accordance with their respective agencies and adequately meet the varying needs of their residents.

Mobile Home Parks and Mobile Home Subdivisions. Currently, the City has 341 mobile homes installed on either on an individual lot or a single lot as part of a mobile home park. Thirteen of the mobile homes are

located within a mobile home park, specifically the Lakeshore Drive MH Park, on a single parcel. The remaining 326 mobile homes are installed on individually owned lots as part of mobile home subdivisions.

Historically Significant Structures. The City has several structures and sites that are historically significant. Three of the structures are listed within the National Register of Historic Places:

- Ocoee Christian Church, built 1891
- Withers-Maguire House, built 1888
- Women's Club of Ocoee, built 1938

The following are additional historically significant structures and sites:

- Tyler House, built 1887
- Tavares and Gulf Railroad Depot, built 1914-15
- Bank of Ocoee, built 1919
- Marshall Block Building, built approximately 1925
- Flewelling Building, built approximately 1926
- Packing House
- Sims Homesite
- Maine Street
- West Oakland Avenue
- Perry Homesite
- Dr. Starke's Fishing Camp
- City Cemetery
- Hallowed Ground Cemetery
- Unmarked Cemetery

The City will pursue further protection and preservation of these structures and/or seek opportunities for their safe adaptive reuse. Additionally, the City will identify further locations and sites to commemorate their significance in Ocoee's history.

Unfortunately, since the adoption of the 2002 Comprehensive Plan, three (3) historically significant structures have been demolished. These properties were:

- Pounds-Salisbury House at 102 W. Floral Street
- Maguire House at 2 N. Bluford Avenue
- Dr. Scott's Office on East McKey Street

They were privately owned and demolished to accommodate new uses.

III. ANALYSIS

Projected Population Age Characteristics. The median age in the City has increased from 33.1 years in 2000 to 35.1 in 2022. This increase in median age can be attributed to the disparity between an aging population (as older residents continue to age within the City) and young adults delaying starting families, which translates to a smaller population group in the younger age range. As shown in HSG Table 9, two age ranges, 40 to 49 and 60 years older, are projected to steadily increase through 2045; however, the other age ranges are projected to fluctuate slightly but experience a general decrease overall.

As the proportion of residents within the 60 years and older age range continues to grow, an adequate supply of housing for senior and elderly populations is needed to support an inclusive community that promotes independence and aging in place and improve quality of life.

Similarly, the increasing proportion of residents between the ages of 40 and 49 also necessitates a need for increased housing availability for this age demographic, which could include housing for families likely with school-aged (K-12) children or mature adults ready to upgrade from their starter homes into their second homes. As homeownership continues to increase, specifically within the young adult and mid-life age range, starter homes are needed to accommodate such housing demand. Starter homes include single-family residences, townhouses, a unit within a duplex, and condominiums, which are traditionally smaller and more economically feasible for first-time buyers.

Factors that contribute to the decline of young adult residents are a lack of job opportunities, inadequate amenities and entertainment, and insufficient third places, such as community centers and lively downtowns with various businesses and public spaces. Both attracting and retaining young professionals to a city provides a talented workforce that improves the local economy and character of the community through the reinvestment of skills, expertise, and innovative ideas. Developing communities that are diverse in housing, amenities, and professional development opportunities can attract young adult residents and further contribute to Ocoee's growth.

Although there is not a projected housing demand for the remaining age ranges within the City, the remaining population would also benefit from diversity in the housing typology as this housing supply will support the varying stages of life and the associated housing needs.

HSG Table 9: Residents Age Projections

Age Range	2025		2030		2035		2040		2045	
	#	%	#	%	#	%	#	%	#	%
19 years or younger	13,575	26.1	14,358	25.3	15,222	25.1	15,862	24.9	16,287	24.6
20 to 29	6,605	12.7	6,892	12.1	6,915	11.4	6,819	10.7	7,139	10.8
30 to 39	8,701	16.8	9,780	17.2	9,783	16.2	9,913	15.6	10,119	15.3
40 to 49	**6,615**	**12.7**	**7,555**	**13.3**	**9,015**	**14.9**	**9,871**	**15.5**	**10,098**	**15.2**
50 to 59	5,951	11.5	5,854	10.3	6,145	10.1	6,829	10.7	7,376	11.1
60 years and older	**10,476**	**20.2**	**12,314**	**21.7**	**13,486**	**22.3**	**14,370**	**22.6**	**15,308**	**23.1**

Source: Shimberg Center for Housing Studies
represents the number of residents in the age range group.

Income Distribution. In 2022, the Shimberg Center for Housing Studies estimated nearly one-third (1/3) of all households were cost burdened. A cost-burdened household refers to a household that spends more than 30% of their income on housing (whether rent or mortgage payments) and utilities. Of the households that are cost-burdened, 37% were severely cost-burdened, spending over 50% of their income on housing/utility costs. This severely cost-burdened group represent approximately 11% of all households.

Of all households, approximately 16% were cost-burdened homeowners, and approximately 13% were cost-burdened non-homeowners. HSG Figures No. 2 and No. 5 illustrate the location of owner and non-owner-occupied single-family residences, and apartment complexes, respectively. Although slightly more owner-occupied households are cost burdened, non-owner households are more severely cost burdened, with 67% of non-owner-occupied households being severely cost burdened compared to 35% of owner-occupied households. Although more owner-occupied units spend over 30% of their income on mortgage payments, more non-owner- occupied units spend over 50% of their income on rent. Evaluating the data in HSG Tables 10 through 12 shows that rent is more cost burdensome than mortgage relative to income, as non-owner-occupants earn less than owner-occupants. The observation is consistent with the 2022 Census

HSG Table10: All Households, Cost Burden by Income, 2022 Estimates

Household Income	Housing Cost Burden					
	</= 30%		30.1- 50%		50%<	
	#	%	#	%	#	%
</= 30% of AMI	156	1.0	**141**	**0.9**	**818**	**5.0**
30.01%- 50% of AMI	396	2.4	**427**	**2.6**	**505**	**3.1**
50.01%- 80% of AMI	964	5.9	**1,240**	**7.6**	**332**	**2.0**
80.01% -100% of AMI	1,365	8.4	**563**	**3.5**	**69**	**0.4**
100% of AMI <	8,677	53.3	**600**	**3.7**	**29**	**0.1**

Source: Shimberg Center for Housing Studies

HSG Table 11: Non-Owner-Occupied Households, Cost Burden by Income, 2022 Estimates

Household Income	Housing Cost Burden					
	</= 30%		30.1- 50%		50%<	
	#	%	#	%	#	%
</= 30% of AMI	69	1.5	**31**	**0.7**	**385**	**8.5**
30.01%- 50% of AMI	33	0.7	**190**	**4.2**	**320**	**7.1**
50.01%- 80% of AMI	265	5.9	**564**	**12.5**	**141**	**3.1**
80.01% -100% of AMI	493	10.9	**217**	**4.8**	**0**	**0.0**
100% of AMI <	1535	34.0	**271**	**6.0**	**0**	**0.0**

Source: Shimberg Center for Housing Studies

HSG Table 12: Owner-Occupied Households, Cost Burden by Income, 2022 Estimates

Household Income	Housing Cost Burden					
	</= 30%		30.1- 50%		50%<	
	#	%	#	%	#	%
</= 30% of AMI	87	0.7	**110**	**0.9**	**433**	**3.7**
30.01%- 50% of AMI	363	3.1	**237**	**2.0**	**185**	**1.6**
50.01%- 80% of AMI	699	5.9	**676**	**5.7**	**191**	**1.6**
80.01% -100% of AMI	872	7.4	**346**	**2.9**	**69**	**0.6**
100% of AMI <	7142	60.7	**329**	**2.8**	**29**	**0.2**

Source: Shimberg Center for Housing Studies

American Community Survey, which stated the median income of owner-occupied households is $99,485 and non-owner households is $67,468.

Projected Housing Demand and Housing Inventory. In 2022, the tenure percentages of occupied units were 72.5% owner-occupied and 27.5% non-owner occupied. With a trend of an increase in owner-occupied units, an 80% and 20% ratio for owner- to non-owner-occupied units will be utilized to calculate projected housing needs. Based on the projected population of 74,541 persons in the Future Land Use Element, HSG Table 14 provides the projected housing demand by tenure.

HSG Table 14:
Estimated Housing Needs for Projected Population Growth by Tenure

	Tenure of Dwelling Units	
	80% Owner-Occupied Units	20% Non-Owner-Occupied Units
Population	59,632.8	14.908.2
Persons Per Household (PPH)	3.0	2.96
Units Demand by Tenure	19,877.6	5,036.6
Total Unit Demand	24,914.2	

Source: City of Ocoee Development Services

Comparing the housing demand in HSG Table 14 and the housing stock in HSG Table 1, the City anticipates a total housing demand of 9,940 housing units.

Land Requirements. In 2022, there was a total of 323.13 acres of vacant residential land between the incorporated areas of the City (152.52 acres) and unincorporated areas within the Joint Planning Area (JPA) (170.61 acres). As indicated in Table HSG-15, these acres are designated on the future land use (FLU) map as 256.55 acres of low-density residential, 5.1 acres of medium-density residential, and 61.48 acres of high-density residential.

When applying the highest density of allowed units for each FLU designation to its available corresponding vacant land, a total of 2,048 dwelling units for 6,791 residents could be constructed. With the projected population growth of 26,343 and a projected need of 9,940 housing units, there is a shortage of residential land to meet the projected housing demand.

The limited availability of residentially designated vacant lands suggests a need for greater density in residential FLU designations. Implementing new FLUs like Low Medium Density Residential (LDMR) and Mixed-Use (MU) and their correlating zoning districts encourages more variation of densities in residential areas and allows more available land to accommodate our housing needs.

Special Needs Housing. Housing for disadvantaged populations such as individuals with disabilities and the elderly requires additional specialized and accessible housing arrangements that support a safe environment for its residents through accommodating physical, emotional and social needs. In accordance with Section 419.001, F.S., the City provides an adequate number of sites for Community Residential Homes-Minor within residential areas to function as assisted living facilities, nursing homes, or group homes to fulfill the necessary care for these populations.

Housing Affordability. HSG Table 15 details household projections by tenure of occupied units, income relative to the average median income (AMI), and cost burden. "Affordable" within Section 420.0004(3), F.S., as it relates to housing, is defined as monthly rents or mortgage payments that include taxes,

HSG Table 15: Household Projections by Tenure, Income (%AMI) and Cost Burden										
Tenure	**2025**		**2030**		**2035**		**2040**		**2045**	
	#	%	#	%	#	%	#	%	#	%
Total households	17,543		19,306		20,729		21,965		23,127	
Cost Burdened Owner Households	2,420	19.1	2,664	19.1	2,873	19.1	3,049	19.1	3,216	19.1
Cost Burdened Non-owner Households	1,993	41.0	2,190	40.1	2,329	41.0	2,452	40.9	2,570	40.9
Total in comparison to all households	4,413	25.2	4,854	25.1	5,202	25.1	5,501	25.0	5,786	25.0

Source: Shimberg Center for Housing Studies
represents the number of households that are owners or non-owners.
% represents the percentage of households that are owners or non-owners who are cost-burdened (based on AMI)

insurance, and utilities that do not exceed 30 percent of the AMI of households with extremely low-income, very low-income, low-income, and moderate-income persons. The Shimberg Center for Housing Studies projects that from 2025 to 2045, the percentage of cost-burdened households is consistently approximately 25%. Specifically, 19% of owner households and 40% of non-owner households are cost burdened. Nearly half of non-owner households are cost-burdened, although these units represent only 27% of all housing units.

This shortage of affordable rental units for non-owner households and high mortgages for owner households can be attributed to several factors, such as escalating construction costs, less production of affordable units, and an insufficient housing supply. Creating opportunities for affordable housing for current and future generations is imperative to the well-being of the residents to reduce the proportion of cost-burdened households.

Housing for All. A housing stock that meets the varying stages of life and the associated housing needs requires the diversification of units to fulfill the needs of all household types. Supplying housing for not only the traditional nuclear family but also single individuals, households with unrelated persons, single-parent families, households with no children, multi-generational households, and so forth requires an assortment of different housing typologies. In addition to the growing need to allow for greater density within the City to accommodate the growing projected population, housing types such as duplexes, triplexes, fourplexes, cluster homes, and courtyard buildings increase affordability for residents and increase density, which then creates diverse and accessible communities.

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McCormick Rd.
Ocoee Apopka Rd.
West Rd.
Clarcona Ocoee Rd.
Clarke Rd.
N Lakewood Ave.
SR 429
Silver Star Rd.
Franklin St.
McKey St.
Bluford Ave.
E Orlando Ave.
White Rd.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Maguire Rd.
Florida Turnpike
Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE BARLOW
LAKE STANLEY
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE BENNET
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE WHITNEY
LAKE RHEA

HSG Figure No. 1

Existing Residential Dwelling Units

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Existing Residential Dwelling Units

Legend	Total Housing Units	
Apartment	3,431	17.55%
Condo	256	1.31%
Mobile Home	354	1.81%
Senior Housing	479	2.45%
Single Family	13,435	68.73%
Townhome	1,593	8.15%
Waterbodies		
JPA		
Parcel Lines		
City Boundary		
Unincorporated Orange County		

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N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
Ocoee Apopka Rd.
SR 429
West Rd.
Clarke Rd.
N Lakewood Ave.
Silver Star Rd.
Franklin St.
McKey St.
Bluford Ave.
E Orlando Ave.
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Old Winter Garden Rd.
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LAKE APOPKA
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PRAIRIE LAKE
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LAKE JOHIO
LAKE STANLEY
LAKE BARLOW
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE BENNET
LAKE ROSE HILL
LAKE SHERWOOD
LAKE LOTTA
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE ROSE
LAKE HUGH
LAKE NALLY
LAKE GIGI
LAKE WHITNEY
LAKE RHEA

HSG Figure No. 2

Owner Occupied vs Non-Owner Occupied

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Owner Occupied vs Non-Owner Occupied

Legend

Owner Occupied Properties	10,937	70.90%
Non-Owner Occupied Properties	4,489	29.10%
Waterbodies		
JPA		
Parcel Lines		
City Boundary		
Unincorporated Orange County		

* Occupation status based on wheather the property is Homesteaded.

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N.T.S.

McCormick Rd.
SR 429
Ocoee Apopka Rd.
Clarcona Ocoee Rd.
West Rd.
Clarke Rd.
N Lakewood Ave.
Franklin St.
McKey St.
Bluford Ave.
Silver Star Rd.
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LAKE LUCY
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LAKE OLYMPIA
LAKE PRIMA VISTA
LAKE FLORENCE
LAKE ROSE HILL
LAKE BENNET
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE ROSE
LAKE NALLY
LAKE WHITNEY
LAKE RHEA

HSG Figure No. 3

Residential Units Market Value

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

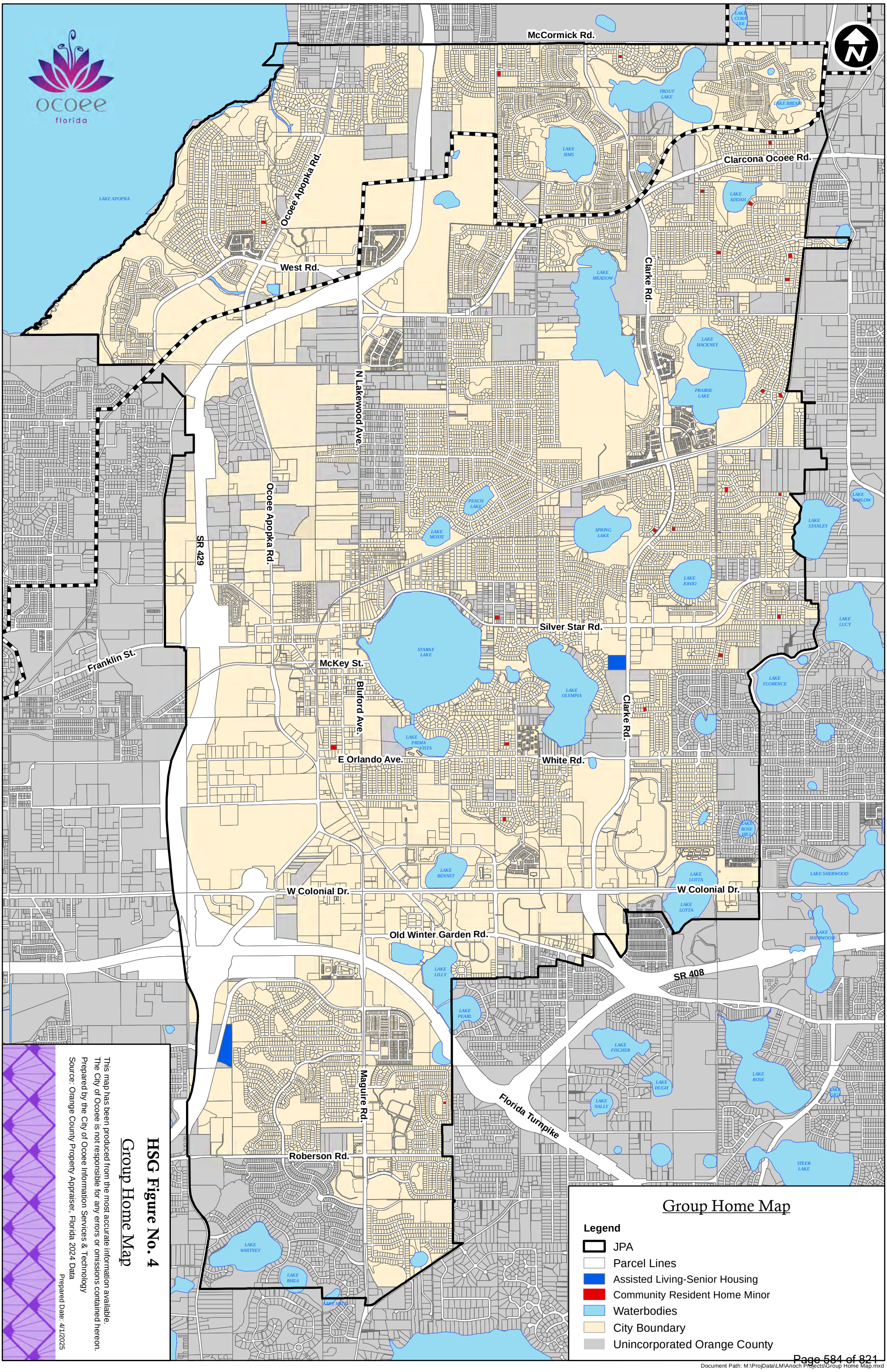
Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Residential Units Market Value

Legend	Residential Units	
0 - $250,000	3,191	21.20%
$250,001 - $500,000	10,522	69.92%
$500,001 - $750,000	1,315	8.74%
$750,001 - Over	21	0.14%
JPA		
Waterbodies		
City Boundary		
Unincorporated Orange County		

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HSG Figure No. 4

Group Home Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

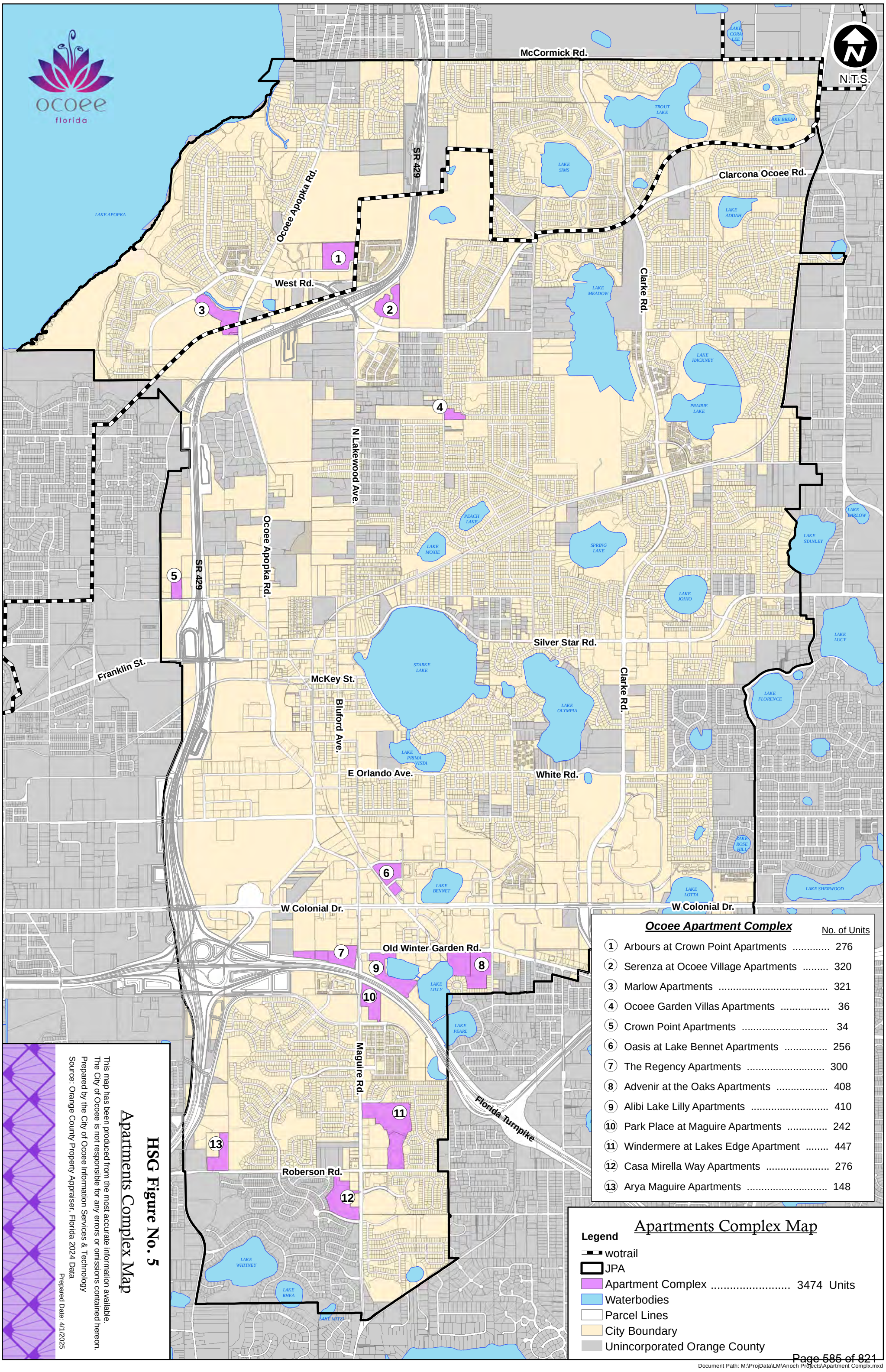
Prepared Date: 4/1/2025

Group Home Map

Legend

- JPA
- Parcel Lines
- Assisted Living-Senior Housing
- Community Resident Home Minor
- Waterbodies
- City Boundary
- Unincorporated Orange County

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HSG Figure No. 5

Apartments Complex Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Ocoee Apartment Complex

		No. of Units
1	Arbours at Crown Point Apartments	276
2	Serenza at Ocoee Village Apartments	320
3	Marlow Apartments	321
4	Ocoee Garden Villas Apartments	36
5	Crown Point Apartments	34
6	Oasis at Lake Bennet Apartments	256
7	The Regency Apartments	300
8	Advenir at the Oaks Apartments	408
9	Alibi Lake Lilly Apartments	410
10	Park Place at Maguire Apartments	242
11	Windermere at Lakes Edge Apartment	447
12	Casa Mirella Way Apartments	276
13	Arya Maguire Apartments	148

Apartments Complex Map

Legend

- wotrail
- JPA
- Apartment Complex ..... 3474 Units
- Waterbodies
- Parcel Lines
- City Boundary
- Unincorporated Orange County

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Recreation & Open Space Element

CHAPTER

2

RECREATION AND OPEN SPACE ELEMENT

The City's Parks and Recreation Department was renamed the Parks and Leisure Services Department in fiscal year 2024-2025.

I. INTRODUCTION

The City offers a wide range of recreational activities and facilities to meet the needs of its citizens. The purpose of the Recreation and Open Space Element is to plan for a comprehensive system of accessible and equitable public recreation and open space opportunities, that enhances the physical, mental, and social wellbeing of the City's residents.

The mission of the Parks and Leisure Services Department is to facilitate the development and management of a sustainable, well-balanced system of parks, recreation facilities, trails, and open spaces that meet the needs of all ages and abilities.

Properly planned recreation facilities create spaces that allow people from different walks of life, abilities, ages, and cultural backgrounds to interact in a safe and comfortable setting; thus, increasing user diversification, community cohesion, and communication. The City seeks to activate its parks, recreation facilities, trails, and open spaces by keying into an adult's idea of health, while creating play experiences that stimulate a child's development. To build community capital the City must plan and implement facilities and programs in a manner that encourages movement and life-long active learning.



Wellness Park Fitness Equipment

II. INVENTORY AND DATA

2001 Parks and Recreation Master Plan. The City adopted its Parks and Recreation Master Plan in 2001. This report hasn't been updated; however, it was the foundation for the last Comprehensive Plan Update. Since the analysis contained in the 2001 Master Plan is over 20 years old and there are now nationally recognized recreational planning standards, this assessment is based on different planning standards and practices. For example, neighborhood planning areas are no longer used to break down the park system. Instead, specific recreational planning data is compared to national standards and service areas based on park typology and community population.



Unity Park Naturalized Stream

Methodology. The National Recreation and Parks Association (NRPA) updated its data collection and benchmarking tool known as *PRORAGIS* in 2020; shifting from a one size fits all approach to highlighting benefits of parks by a jurisdiction's population and number of parks provided. The updated tool, Park Metrics, recommended approach is to evaluate how a municipality, by its' size, location, and like development form (urban,

suburban, or rural) measures against other municipalities within the same population range.

NRPA publishes an *Agency Performance Review* annually. This document evaluates the number of recreational facilities by type a municipality has, compared to other municipalities of a similar size. Caution is given in that each community is different and the residents of one community may seek a facility different than another. City staff gauge recreational demand through such tools as community surveys and other outreach methods.

As recreational professionals, City staff are aware of current and emerging trends. For example, even though invented over 60 years ago, Pickleball was virtually unknown until around the turn of the century (2000). Today Pickleball isn't just the court sport with a funny name, according to NRPA it's one of the fastest growing sports in not just the United States (estimated at 40 million players); but, throughout the globe. Since the pickleball court is about half the size of a tennis court, you can serve twice the number of people in a similar sized area. This popularity resulted in the City constructing six (6) pickleball courts in the last two years. Pickleball is no longer a trend, it's here to stay.



Another trend is pump-tracks. A pump track is a small circular trail of rollers and berms for wheeled sports. In 2023-2024 the City



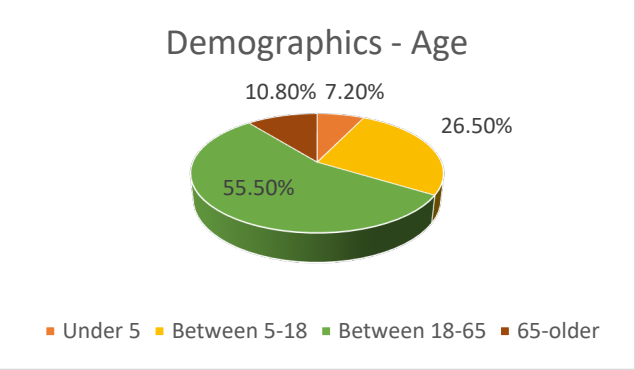
constructed the Action Sports Park at Vandergrift Central Park. The City's youth and young adults have been requesting such a facility for some time.

An example of an emerging trend is E-Sports. This activity requires indoor space and electronic gaming equipment to provide for individual and competitive play. The City is in the process of evaluating whether or when to provide the facilities for E-Sports. This activity is not viewed by some as a public recreation activity; however, agencies throughout the country are providing gaming rooms, understanding the need, especially for teens and young adults. E-sports is already a collegiate sport and in 2024 the Florida High School Athletic Association (FHSAA) surveyed 425 schools finding 54.6% of respondents stated they would be interested in offering E-Sports. Currently, the FHSAA is evaluating whether to test the viability of such a program.

NRPA's Park Metrics. Park Metrics is a tool that provides guidance in determining the level of service (LOS) for parks, recreation, trails, and open space facilities and programming. The tool can be customized to assist the City in determining the recreational demand of the City's residents. It is imperative that the City account for citizen requests, as well as understand the City's demographic characteristics including age, cultural requirements, and income when planning and programming the City's parks, recreation facilities, trails, and open spaces.

RECREATION AND OPEN SPACE ELEMENT

Demographics. According to the American Community Survey (US Census) The 2020 census lists the City's population as 47,295. The age breakdown is 7.2% of the population is under five (5); 26.5% is under eighteen (18) and 10.8% of the population is sixty-five (65) and older. The cultural population is comprised of 45.9% white, 39.9% Hispanic, 22.1% black or African American, two-or-more races 11.6%, and 5.7% Asian.



Existing Park & Facilities Inventory. This subsection presents an inventory of the City's existing parks, recreation facilities, trails, and civic open spaces. The inventory also indicates the type of improvements developed at each park. The City currently doesn't have joint-use agreements with local schools that would allow the public to access recreation facilities at school sites, to be available when classes or after-school activities are not in session; therefore, the acreage nor the facilities located at Orange County Public Schools (OCPS), or charter school locations are included in the City's inventory.

The inventory provides an emphasis on public recreation within the jurisdictional limits of the City. Recreation facilities that are owned and operated by the private sector include private gyms, fitness centers, facilities in multifamily developments and in larger single-family communities, such as swimming pools, playgrounds, court sports, augment public recreation; however, they are not included within the public parkland acreage nor are they included in determining the number of parks per total population. The City will assess private recreational amenities when updating the Ocoee Parks, Recreation, Trails, and Open Space Master Plan.



Parks Classifications. There are numerous ways to classify different park types; however, recreational planning should be based on how an agency chooses to structure their system. Classifications provide guidance on how to plan the way a park is developed, programmed, and managed. The last Comprehensive Plan update contained seven (7) different classifications. Based on existing inventory and community demand, the City's new categories and their definitions are provided below.


Unity Park

- **Civic Open Space** is defined as a space ***usually*** between 0 and 2.5 acres and may contain such facilities as landscaped areas, plazas, squares, areas to sit, community gardens, small playgrounds, green infrastructure like rain gardens, bioswales, tree boxes, ponds, walking paths, and natural areas. The Ocoee Cemetery is also classified as a civic open space, because in addition to paying respect to the departed, some people go to the cemetery to reflect, to rest upon the benches and to recharge their mental and spiritual well-being. Civic Open Spaces have a service radius of ¼ mile – ½ mile. Examples of The City's existing facilities that are categorized as a civic open space include the following:

  1. City Hall Plaza
  2. Ocoee Cemetery
  3. Unity Park

- **Neighborhood Parks** are usually greater than 2.5-acres but less than 10-acres. The neighborhood park is the backbone of any community's park system. The park should preserve natural habitats and enhance landscapes that serve as green infrastructure.

  Facilities found at neighborhood parks are those that usually are not accommodated on residential lots. Typical facilities include play equipment, social space, picnic areas, pavilion(s) or gazebo, and multipurpose open space that can function as a place for pick-up sports such as football and frisbee. Many neighborhood parks provide facilities for unprogrammed play such as a basketball court, tennis/pickleball court, fit trail or even dog park. Support facilities such as bike racks, trash cans, and water fountains should be provided.



Freedom Park



Montgomery Park

When developing a neighborhood park, street frontage should be maximized in a way that promotes visibility. Provide sidewalks or trails, making it easy and safe to ride a bike or walk safely to and from a park. The average service radius for neighborhood parks is ½ mile or a ten (10) minute walk. Neighborhood parks include the following:

1. Freedom Park
2. Forest Oaks Park
3. Frank W. Turner Park
4. Montgomery Park
5. Palm Drive Park
6. Palm Park
7. Parkside Coventry Park
8. Silver Glen Park

- **Community Parks** serve a broader purpose than neighborhood parks or civic open spaces. Community parks serve multiple neighborhoods and normally have a service area of up to 3-miles; however, the City has reduced the service area for

community parks to 2-miles; which, Orange County Public Schools (OCPS) defines as a safe distance to walk or bike to school, if there is a safe route to school. Community parks are usually no smaller than 10-acres but no larger than 50-acres. The average community park size is 25 acres; however, they can be much smaller if they offer a single recreational, environmental, or cultural element that has community draw.

Community parks are usually designed to have recreation facilities in which to offer structured play. Examples include a sports complex with three (3) or more fields, multiple soccer or multipurpose fields, a recreation center, museum, and other amenities. Community parks are usually a drive-to-park; but it is just as important that sidewalks and trails connect the community park to surrounding neighborhoods and bike racks provided throughout the park. Existing community parks include the following:



Jim Beech Recreation Center

1. Jim Beech Recreation Center
2. Bill Breeze Park
3. Bob Sorenson Park (incudes senior center and the ballfields)
4. Healthy West Orange Wellness Park
5. Prairie Lake Park
6. Tiger Minor Park
7. Vandergrift Central Park
8. Vignetti Park


Youth Baseball Programs

- **Regional Parks** usually are over 50-acres in size and have a countywide or regional draw. The City currently ***does not*** have a regional park; however, they are working with a private entity to plan, design, construct and manage the Ocoee Regional Sport Complex (ORSC). ORSC is located on the SE corner of Ocoee Apopka Road and Fullers Cross Road. This private regional sports complex will include a public park site to be developed in partnership with the City. The City park acreage has yet to be determined. The 169.55-acre private facility will include the following elements.
    - Baseball Fields
    - Batting Cages
    - Multipurpose Sports Fields
    - Inclusive Playground
    - Support facilities include a welcome center, promenade, hotels, restaurant/retail buildings, maintenance facilities, parking garages and lots, office/retail buildings

Since the design of ORSC has not been finalized, the City is not ready to define what acreage from the 169.55-acre Regional Sports Complex will be counted toward public parkland LOS or facility

count. When the plans have been finalized, the City will determine what acreage, and areas will be counted towards public parkland LOS.

- **Nature Parks** are defined as natural areas that provide public access in a manner that immerses the park visitor with nature, while not damaging the natural resources. Facilities found include parking areas (including bike parking) nature trails, environmental interpretative signage, photo-blinds, and where permissible, boardwalks, observation platforms, piers and non-motorized boat launches. Other parks classifications can include natural areas and offer similar facilities and programs; however, the difference between natural areas at parks and nature parks is that other types of active recreation are not provided. Environmental recreation and education are important for numerous reasons. It has been proven that when people walk along a nature trail or simply sit upon the banks of a lake or creek their blood pressure is lowered, stress tends to dissipate, and a sense of mental wellbeing is reached. Of equal importance to nature-based recreation is the management of natural resources.



Lake Apopka Nature Park Concept

The City currently has only one property that would fall under the classification of a Nature Park and that is the 99.2-acre wetland along the banks of Lake Apopka. Since this park has yet to be constructed, it is listed as an undeveloped park.

In the future, the City seeks to acquire and provide additional public access to natural areas along Lake Meadow, Lake Bennet, Prairie Lake, and Shoal Creek by 2045.

- **Special Facility** is a specialized park and recreation facility, often with a single major use. Golf courses, historical sites, community center sites, theme parks, water parks, boat ramps or launches, and other single use facilities fall into this category. These parks may also include neighborhood or community park elements, but with amenities that have a regional appeal to visitors from outside the boundaries of the City. The City currently has only one facility that has been assigned to the special facilities designation.
    - Forest Lake Golf Club – only 60 acres of the 229.40-acre golf course are counted as parkland – or recreational open space.

The park locations are shown on REC Figure 1.0 - Existing & Future City Parks. It is important to note that the City's park classification system is not meant to limit the flexibility of park/facility design or designation. The components that make up parks and recreational facilities should be based on the needs of its users and site compatibility. REC Table 1 - Park Inventory identifies the City's parks, their acreage, their park classification, their service area, and facilities on site as of 2025. The parks/civic open spaces are organized by category then in ascending order by acreage.

REC Table 1: Park Inventory				
Existing Parks				**Total Acreage 371.62**
	Park Name	**Acreage**	**Classification and Service Area Radius**	**Facilities**
Civic Open Space – 12.89 Acres				
1.	City Hall Plaza	.5	Civic Open Space ¼ mile	❖ Landscape Areas/Plaza ❖ Seating Areas ❖ Plaza
2.	Unity Park	5.20	Civic Open Space ½ mile	❖ Stormwater Pond ❖ Boardwalk ❖ Seating Areas ❖ Small Performance Green ❖ Memorial ❖ Parking
3.	Ocoee Cemetery	7.19	Civic Open Space ½ mile	❖ Seating Areas ❖ Landscape Areas ❖ Parking
Neighborhood Parks – 60.89 Acres				
4.	Forest Oaks Park	.21	Neighborhood Park ¼ mile	❖ ½ Basketball Court ❖ Seating Areas ❖ Nature Observation ❖ Parking
5.	Palm Drive Park	1.29	Neighborhood Park ¼ mile	❖ ½ Basketball Court ❖ Playground ❖ Open Play Area & Seating Areas
6.	Frank W. Turner Park	2.76	Neighborhood Park ¼ mile	❖ Playground ❖ Fishing ❖ Picnic Area ❖ Parking
7.	Montgomery Park	4.51	Neighborhood Park ½ mile	❖ Dog Park ❖ Playground ❖ Open Play ❖ Perimeter Walking Path ❖ Picnic Area ❖ Parking
8.	Parkside Coventry Park	5.91	Neighborhood Park ½ mile	❖ Basketball Court ❖ Tennis Court ❖ Open Play Area ❖ Picnic Area ❖ Pavilion & Seating Areas ❖ Parking
9.	Palm Park	6.80	Neighborhood Park ¼ mile	❖ Walking Path ❖ Parking Area

REC Table 1: Park Inventory				
Existing Parks				**Total Acreage 371.62**
10.	Freedom Park	14.47	Neighborhood Park ½ mile	❖ Baseball/Softball Field ❖ Open Play Area ❖ Picnic Area ❖ Pavilion ❖ Restroom ❖ Playground ❖ Walking/Nature Trail ❖ Parking
11.	Silver Glen Park	24.94	Neighborhood Park ½ mile	❖ Fishing ❖ Picnic Area ❖ Seating Areas ❖ Nature Trail
				Community Parks – 237.85
12.	Healthy West Orange Wellness Park	6.69	Community Park 1 mile	❖ Ceremonial Plaza ❖ Seating Areas ❖ Landscaped Gardens ❖ Multipurpose Path (½ mile loop) ❖ Boardwalk ❖ Fountain ❖ 4-Covered Outdoor Exercise Stations
13.	Bob Sorenson Park	12.60	Community Park 1 mile	❖ Ison Senior Center ❖ Baseball Academy ❖ 2 Senior Baseball Fields
14.	Tiger Minor Park	14.16	Community Park 2 miles	❖ Inclusive Playground ❖ Tennis Courts ❖ Pickleball Courts ❖ Walkways ❖ Pavilion & Picnic Areas ❖ Restroom ❖ Basketball Court ❖ Adjoining Conservation Area ❖ Parking
15.	Bill Breeze Park (Municipal Lakefront Park)	16.74	Community Park 2 miles	❖ Pavilions ❖ Open Performance Green ❖ Boat ramp/2 lanes ❖ Shoreline Fishing ❖ Fishing Pier ❖ Lakeshore Center ❖ Walking Paths ❖ Historic Wither Maguire House ❖ Wedding Garden & Pavilion ❖ War Memorial ❖ 1920 Ocoee Massacre Memorial ❖ Parking

REC Table 1: Park Inventory				
Existing Parks				**Total Acreage 371.62**
16.	Vignetti Park	20.04	Community Park 1 mile	❖ 2 Youth Baseball Fields ❖ Basketball Court ❖ Community/Fitness Center ❖ Playground ❖ Tennis Courts ❖ Picnic Area
17.	Vandergriff Central Park	22.04	Community Park 2 miles	❖ Action Sports Park (Skate/BMX) ❖ Football Field ❖ Little League Fields ❖ Basketball Court ❖ Volleyball Court ❖ Playground ❖ Fishing Pier ❖ Canoe/Kayak Launch ❖ Boardwalk ❖ Parking
18.	Beech Recreation Center	24.52	Community Park 2 miles	❖ Aquatic Center ❖ Recreation Center w/Gym ❖ Soccer Fields ❖ Conservation/Nature Areas
19.	Hackney Prairie Park	121.06	Community Park 2 miles	❖ Playground ❖ Basketball Court ❖ Volleyball ❖ Open Play Area ❖ Picnic Areas ❖ Disc Golf ❖ Fishing Pier ❖ Nature Trails ❖ Conservation Areas
20.	Forest Lake Golf Course	60.00 of 229 acres	Special Facility (fees for use & under management by contract basis) Citywide	❖ 18-hole golf course ❖ Pro-shop ❖ Clubhouse ❖ Restaurant ❖ Driving Range ❖ Putting Green ❖ Civic Open Space

REC Table 1: Park Inventory				
Future Parks				**Total Acreage 102.76Acres**
	Park Name	**Acreage**	**Classification and Service Area Radius**	**Facilities**
1.	Clarke Road Trailside Park	1.69	Neighborhood Park & Trailhead ½ mile	Estimated construction by 2030.
2.	Crown Point Trailside Park	1.87	Civic Open Space ½ mile	Being developed by the developers of the Ocoee Crown Point PUD. The park will include a civic green, picnicking and access to the West Orange Trail. This park should be open to the public in 2026.
3.	Lake Apopka Nature Park	99.20	Nature Park 1 Mile	Will be developed as a nature park with a picnic area, small playground, open play area, observation tower, outdoor educational area, nature trails. Master Plan for this park to adopted in 2025.
Total Parkland Acreage (Existing & Future)		**474.38**		

III. ANALYSIS

Current and Projected Needs, Level of Service (LOS). The establishment of LOS standards helps to determine current and future recreational needs. These standards should comply with the policies of the City and be adequate for existing and future populations. In determining LOS, the City will use NRPA's Park Metrics tool to benchmark overall performance and LOS by number of parks per population and park acreage per 1,000 population. NRPA updates national data annually. Parks and Leisure Services will review this data and modify standards accordingly. REC Table 2 – Residents Per Developed Park for Existing & Future Populations is based on the *2024 NRPA Agency Performance Review*.

REC Table 2: Residents Per Developed Park for Existing & Future Populations (NRPA 2024)			
	Exist. # of Parks	**# of Residents per Park Current Pop. of 47,295 Population Range 20,000-49,999**	**# of Residents per Park if no Additional Parks are Developed With est. population of 74,541 Population Range 50,000-99,999**
Median		**2,062**	**2,346**
Upper Quartile		**1,233**	**1,489**
Lower Quartile		**3,000**	**4,048**
City Info	**20 Parks**	**1 park per every 2,364.75 residents**	**1 park per every 3,727 residents**

RECREATION AND OPEN SPACE ELEMENT

The 2020 Census identified the population for the City as 47,295. This will place the City in NRPA's population category of 20,000-49,999. With 20 developed parks/ public open spaces, the City has one park/open space for every 2,364.75 residents, which means the City has more people per park than the median but has fewer residents per park based on the Lower Quartile score. If the City added no additional parks and the population grew to 74,541 in 2045, there would be one park for every 3,727 residents, placing it less than the lower quartile but greater than the median.

The City's current adopted LOS for parkland is 4.0 acres parkland/open space per every 1,000 residents. With 371.62 acres of developed parkland the City has 7.85 acres per every 1,000 residents. If you add the undeveloped parkland of 102.76 to the developed parkland, the City will have 474.38 total acres of parkland, the City then has 10.03 acres of parkland per every 1,000 residents. As seen in Table 3 - Park Acreage Standard Per 1,000 Residents, this is slightly less than NRPA's median score of 11.2, but greater than the lower quartile of 6.2 acres per 1,000 population. Therefore, if the median score is our target, the City has a deficit of 55.264 acres of parkland.

The population projection for the year 2045 is 74,541. This would place the City in the 50,000-99,999-population range. If the City didn't acquire any additional parkland and/or open space, the LOS in 2045 would be 6.36 acres of parkland per 1,000 population. That's slightly above the lower quartile of 4.8 acres per 1,000 population. To meet the median score of 10.2 for 2045 the City would need to have 760.03 acres of parkland. That means the City would need to acquire an additional 285.65 acres to reach the median score in 2045.

Based on this assessment, the City's recommend LOS for parkland is 8 acres per 1,000 population, doubling the 2002 LOS of 4.0 acres per 1,000 population. The goal, however, is to meet, at least NRPA's median score of 10.2 acres per 1,000 population by 2045.



Hackney Prairie Park Natural Area

REC Table 3: Park Acreage Standard per 1,000 Residents (NRPA 2024)

	Existing Park Acreage	2020 City Pop. of 47,295 Pop. Range 20,000-49,999 *NRPA Standard (2024)*	Est. City Pop. Of 74,541 Pop. Range 50,000-99,999 *NRPA Standard (2024)*
Median		**11.2**	**10.2**
Upper Quartile		**18.0**	**17.4**
Lower Quartile		**6.2**	**4.8**
City of Ocoee	**474.38 Acres**	**10.03 acres per every 1,000 residents**	**6.36 acres per every 1,000 presidents**

Distribution of Parks. In developing a comprehensive parks system, distribution and proximity to neighborhoods is equally important. When service areas are evaluated, physical limitations such as roads or water bodies are taken into consideration. Typically, the bigger the park the more facilities it may have, the larger the service area. Based on national standards, neighborhood parks typically have a service radius of approximately ½ mile and community parks have a service radius of approximately 3-miles.



Tiger Minor Park

When assessing service radius for each City park, staff looked at park size, the type of facilities at the park, as well as if there are access barriers such as roads or water bodies. Based on this assessment, staff assigned service areas for each park. REC Table 1 - Park Inventory identifies the service areas assigned to each City park. The following map series demonstrates park distribution by service areas.

- REC Figure No. 2 - Civic Open Spaces & Neighborhood Parks
- REC Figure 3 – Community Parks & Special Facilities
- REC Figure 4 – Composite Map of City Parks

The composite map demonstrates that most residential areas within the City are close to a City Park. However, when looking at walkability to the parks from neighborhoods, there are areas that aren't adequately being served. What is not yet known is the location and availability of private recreation sites and facilities. We expect that once these sites are inventoried, the City will be much closer to having a park within a 10-minute walk from one's home.

In 2017, the Trust for Public Land (TPL) launched a national campaign to improve access to parks and open spaces called "10-Minute Walk". Understanding the importance of access to recreation and nature plays in not only creating communities, but also in enhancing community health is critical to building a comprehensive parks system. A 10-minute walk is approximately ½ mile and is the distance most people are willing to walk to reach a destination. Park agencies throughout the nation have committed to meeting this metric. Based on the City's park service areas, meeting this metric is achievable by 2045, and even sooner once private parks and recreation facilities are documented. REC Figure 5 – 10 Minute Walk, and REC Figure 6 - 10-Minute Walk over Future Land Use identify priority areas where additional parks are needed to provide our residents with a park within a quick 10-minute walk.

Trails. Trails within a park include walking paths, fitness paths, and nature trails; however, what is needed to increase connectivity are trails that connect neighborhoods to parks, schools, shopping and other destinations. This connection addresses not only equity, but also health and wellness, and community sustainability. The goal is to make it convenient and safe, so people choose to walk or bike to their neighborhood and community destinations. Currently the only City trail external of a park is the nearly 1-mile long, 10-foot wide,

multipurpose path located along both sides of Bluford Avenue between Silver Star Road and Delaware Street. The continuation of this multipurpose path between Delaware Street and Old Winter Garden Road is expected to be constructed by the end of 2027, making it nearly 2.5 miles in length.

In addition, the City, through an interlocal agreement with the Central Florida



S. Bluford Multipurpose Path

Expressway Authority (CFX), a 12' wide, ¼ mile long trail is being constructed between SR 429 and Bowness Avenue. An additional ¼ mile long 12-foot-wide trail is being constructed on West Oakland Avenue between Bluford Avenue and Kissimmee Avenue.

Ocoee's Downtown Master Plan and the Silver Star Road Complete Street Project identified trails and roadway treatments, such as cycle tracks, that enhance overall pedestrian and bicycle mobility. In addition to the City's trails, Orange County's 23-mile West Orange Trail is a segment of the Coast-to-Coast Trail and runs through The City's northern area. The Healthy West Orange Trail Connection has identified the SUN Trail Loops as a priority. The loop includes the Trails in the City's Downtown and the Fifty West Redevelopment District as priority segments. REC Figure 7 – Trails Plan identifies the existing, funded, and future trails/trail corridors. To implement the Trails Plan, it is important to work with developers that are adjacent to trail corridors to build parts of the trail system as development occurs. There are national standards for trail implementation. For municipalities between 20,000 and 49,999 in population the NRPA median score for trails is 8 miles per 1,000 people. The City currently has less than this; however, there are plans to increase this number. Trails were one of the top public requests identified through the 2020 Parks, Recreation, and Trails Community Survey.

The City is a partner with the Healthy West Orange Trails Connection (HWOTC). This is a trail advocacy group facilitated by the Foundation for a Healthier West Orange and Bike Walk Central Florida. The group is comprised of representatives from municipalities in West Orange County in addition to the County, FDOT, MetroPlan Orlando, and other similar interests. HWOTC's mission is to connect healthy communities through trail activation.



Wellness Park Multipurpose Path

Public Recreation Facilities. REC Table 4 – Recreation Facilities – Population and Median Demand Per Facility provides a comparison between the number of recreation facilities provided by the City and the median number of residents per the 2020 population range, as well as the residents per facility based on the projected population in 2045. NRPA's *2023 Agency Performance Review* median standard per facility is used for comparison purposes for 2020 and 2045 populations.

RECREATION AND OPEN SPACE ELEMENT

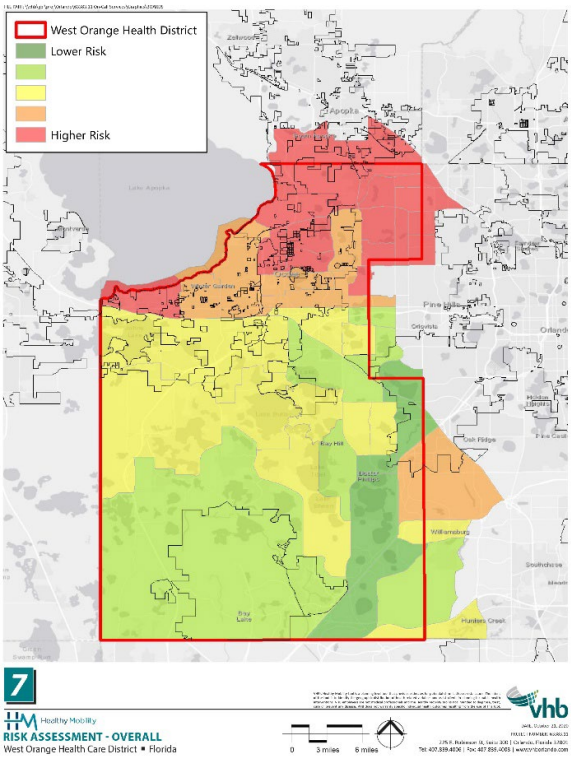
REC Table 4: Recreation Facilities - Population and Median Demand per Facility (City Population 2020 - 47,295; 2045 - 74,541)						
Type of Facility	Exist. # of City Facilities	Exist. # of Residents per Facility Based on Pop. of 47,295	# of Residents Per Facility Pop. Range of 20,000 to 49,999	Additional Facilities Needed to meet demand	# of Residents Per Facility Pop. Range of 50,000 to 99,999	Additional Facilities Needed to meet future demand
OUTDOOR FACILITIES						
Playgrounds	16	2,955.94	3,028	-0.38	3,779	3.58
Baseball Fields - youth	7	6,756.43	5,033	2.40	7,237	3.23
Softball Fields - youth	0	0.00	9,060	5.22	12,176	6.08
Softball Fields - adult	0	0.00	11,802	4.01	17,078	4.33
Multi-purpose Fields	6	7,882.50	7,674	0.16	13,244	-0.41
Football Fields	1	47,295.00	17,785	1.66	29,374	1.52
Soccer Fields	4	11,823.75	10,775	0.39	17,741	0.17
Basketball Courts	6	7,882.50	7,117	0.65	8,790	2.42
Tennis Courts	6	7,882.50	5,815	2.13	5,577	7.27
Pickleball Courts	3	15,765.00	9,257	2.11	11,150	3.64
Volleyball Courts	1	47,295.00	14,800	2.20	22,960	2.22
Mix-use Courts	0	0.00	9,667	4.89	16,556	4.47
Dog Parks	1	47,295.00	28,000	0.69	54,117	0.37
Skate Parks	1	47,295.00	32,000	0.48	62,927	0.18
Swimming Pools	1	47,295.00	25,191	0.88	43,100	0.72
18-hole Golf Course	1	47,295.00	32,990	0.43	69,374	0.07
Community/ Garden	1	47,295.00	26,741	0.77	52,906	0.40
Amphitheater	3	15,765.00	30,283	-1.44	60,495	-1.78
INDOOR FACILITIES						
Recreation Centers	1	47,295.00	24,380	0.94	38,018	0.95
Senior Centers	1	47,295.00	31,199	0.52	37,139	0.99
Community Rooms/Venue	2	23,647.50	30,283	-0.44	60,495	-0.78
History Site	1	47295	no standard	0	no standard	0

RECREATION AND OPEN SPACE ELEMENT

Health & Wellness. There have been numerous studies highlighting the health benefits of increased outdoor physical activity including, but not limited to, reduced obesity, lower blood pressure, improved mental health, and enhanced childhood development. The City of Ocoee Parks and Leisure Services Department recognizes that by activating and providing safe access to facilities, services, and programs they play a very important role in our community's overall health and wellbeing. During COVID, the number of mental illnesses related to isolation skyrocketed; however, people went outdoors, they walked, ran and visited the City's parks and recreation facilities to not just escape the feeling of being enclosed, but also, to have a social experience in a safe place. As the role of our park system shifts from a place to play sports to facilities to improve and advance community health, the City needs to maintain an understanding of the underlying health issues that plague our residents and the health benefits that parks and trails provide. A few of these benefits include:

- Parks provide facilities and activities that lead to healthy lifestyles.
- Being close to nature can help improve one's mental wellbeing.
- Participating in recreation, both active and passive, has been proven to reduce stress.
- Parks play a role in improving social wellness within a community by providing safe places and activities to interact with other people.

Underlying Health Issues. When preparing the Healthy West Orange Trails Activation Initiative Report, staff got information from the Florida Department of Health; however, the most helpful at generating targeted health information was through MetroPlan Orlando. Their consultant, VHB, developed the Healthy Mobility Model and ran it for the West Orange Healthcare District's service area, which includes the City. The Model correlates socioeconomic, demographic, commuting, land use, urban design, and the transportation network to community health. The Model runs two tiers designed to identify areas at risk; they are the built environment and mobility factors such as: demographic and socioeconomic data, mobility network data, location of sidewalks, bike lanes, trails, unmarked parking and destinations including proximity to transit, jobs, grocery stores, shopping areas, dining, parks and healthcare facilities. The assessment is based on addressing six primary health outcomes: asthma, coronary heart disease, high cholesterol, diabetes, high blood pressure and obesity.



Based on this health assessment, the City, north of the Florida Turnpike, is either high or very high for all six of the health outcomes. Of special concern are areas in The City's older areas especially in Downtown, mobile home

parks, and neighborhoods between Silver Star Road and Wurst Road.

To meet the health and wellness needs of the City, NRPA, the American Planning Association (APA), Centers for Disease Control (CDC), and the TPL recommends recreation professionals, park planners, and designers approach park development as wellness hubs, connecting residents with facilities and programs that serve to advance community health. To enhance the health and wellness offerings, the City should consider partnerships with local health and wellness agencies such as Healthy West Orange, Orlando Health, and Advent Health. When updating the Parks, Recreation, Trails, and Open Space Master Plan, the City should perform health impact assessments for specific areas within the community. The National Park Service and the CDC published the *Parks, Trails, and Health Workbook*. This document is a great resource in understanding how the City can be an effective leader in enhancing community health and wellbeing through its parks, recreation, trails and open space facilities, programs, events, and services.

Diversity is the understanding that people are unique, this includes such attributes as race, gender, ethnicity and cultural heritage, age, socioeconomic class, educational background, religion, other closely held beliefs, as well as one's ability or inability to actively play. Understanding that the City's parks, recreation facilities, trails, and even open spaces need to be planned, designed, developed and maintained so to welcome people of all ages, backgrounds and abilities.

Nationally, there is an issue with the inequitable distribution of quality close-to-home parks. As presented in the *Trust for Public Land's Key Park Equity Policies Toward a 10-Minute Walk Park Equity Policy Framework* publication, there is a noticeable divestment in lower income minority neighborhoods when it comes to walk-to quality recreation facilities. TPL created the "10-minute Walk Program" to address equity, as well as, community health initiatives, in that planning professionals have defined walkable as a 10-minute walk or ½ mile.

The City has done a good job when it comes to parkland distribution, especially for community parks. The City is recommending that the service area range for community parks be up to a 2-mile radius. The traditional service area for community parks is 3-miles. The City decreased the range to 2 miles because that's the distance the Orange County Public Schools defined as being walkable, if safe sidewalks and/or trails are available. When the Parks, Recreation, Trails and Open Space Master Plan is updated it should evaluate the City's ability to locate and access a park within ½ mile of every resident.

Increasing diversity not only pertains to park accessibility it speaks to the inclusive nature of our facilities and programs. Active, independent play is important to the development of all residents.



Jolly Jamboree 2024

RECREATION AND OPEN SPACE ELEMENT

Sustainable and Environmental Resilience. Environmental resilience is a complex issue but starts with creating policies and procedures that make our parks, recreation, and trail facilities sustainable through carbon mitigation, addressing energy efficiencies, water conservation, to natural resource management techniques and practices. Some of these practices include the selection of green building materials, tree mitigation, removal programs for invasive fauna and flora, use of rain gardens to treat stormwater, and planting pollinator gardens. Parks and recreation departments across the United States are in the forefront of these issues and work hard to protect precious habitats that benefit community resilience.



Programming. Recreational programming refers to the provision of structured activities that are of interest to the community, Therefore, it is important to know what people want to do, then plan a program that addresses that demand. When programs end, it's important to ask the participants how the program can be improved. Programming currently is provided at the Jim Beech Recreation Center, Tom Ison Senior Center and at Bill Breeze Park. Special Events are also held at these facilities, as well as Downtown. One of the largest events put on by the City is the Ocoee Music Festival when over 25 thousand people come from all over central Florida to our Downtown. Per request, the City has increased the programming through special events such as the Healthy West Orange Block Party at Wellness Park to the Christmas Jamboree. The key to programming is providing an activity people want to participate in and making it age appropriate, safe, and accessible.

Management Plans. Management plans should be prepared for each park and facility. Management Plans identify how many staff are needed to operate and maintain each park, including recreation specialists needed for any programs to be offered at that park or facility. When updating the Parks, Recreation, Trails and Open Space Master Plan, the City should prepare a facility plan for each park, including any updates or replacements needed to maintain safe and accessible facilities. Resource management plans should



be prepared for parks with natural areas. In addition, the Master Plan Update should identify the responsibilities the Parks and Leisure Services Department is responsible for. The management plan should evaluate if the City has adequate staffing assigned to each facility. NRPA identifies that the average parks and recreation agency has 8.9 full time equivalents (FTE) per every 10,000 in population. Therefore, based on a population of 47,295 in 2020, the minimum FTE for the City would be 42.09 FTE and in 2045 with an estimate population of 74,000, the City would need 65.86 FTEs.

RECREATION AND OPEN SPACE ELEMENT

In preparing each management plan, an assessment should determine if the Department has adequate equipment to maintain the facilities, if not identify funding needed to adequately take care of the facilities in addition to what is needed for programming and special events.

Community Demand. It is important to understand community demographics as well as the type of facilities, amenities, programming and services City residents are looking for from the City's Parks and Recreation system. In 2020, the City, with support from the East Central Florida Regional Planning Council (ECFRPC), developed and implemented a community survey to solicit input regarding existing parks, recreation, and trail facilities and programs. The City is committed to implementing similar surveys in the future to maintain an understanding of community demand to help shape the future of the City's Parks and Recreation System.

In the 2020 survey, respondents were requested to provide information about future facilities and programs. The survey was held virtually in a format where respondents were encouraged to use maps to identify the location of future facilities or programs. A total of 475 surveys were completed with 745 additional comments provided throughout the survey.



To garner an accurate assessment of the overall population of The City, the survey sample size needed to be high enough to be statically significant. Statistical significance is how likely it is that the difference between a control version and the test version is not due to error or random chance. The standard for this measure is usually 95%. Generally, the larger the sample size the more statistically significant the results are. In determining the sample size, the City used the 2018 US Census American Survey population of 44,829 and the z-score of 1.96, which is the value to achieve the 95% confidence level. With a population of 44,829 reaching the 95% confidence level required the receipt of 381 responses. With 475 surveys returned, the results for the 2020 Community Survey are statically valid.

The City of Ocoee Parks and Leisure Services Department will use the findings within the "Building Community with Parks, Recreation & Trails Community Engagement Survey" Report when planning improvements to existing facilities and planning new facilities and programs to the City's park system. The following are survey highlights. Input is organized to reflect systemwide generalities, new facilities, and new or improvements to recreational programming. Efforts to identify improvements made since the 2020 Survey are within parentheses.

Systemwide

- Take care of and improve maintenance at existing facilities. (The City's Parks & Leisure Services Department has updated the maintenance standards used to take care of the City parks since the time the survey was conducted).
- Bring parks up to contemporary standards, including ADA compliance. (The City is working on updating existing facilities on an annual basis).

- Preserve, protect, and provide reasonable access to conservation areas, lakes, and open space.
- Increase opportunities to improve wellness, health, and overall wellbeing.
- Improve marketing of programs and facilities. It is noted that across all demographics, respondents were not aware of City park facilities and offerings.
- Increase special events throughout the community.
- 64% of respondents said they would pay additional dollars into a fund if those dollars were directed only to parks and recreation improvements.

New Facilities

- Increase trails and sidewalks throughout the City ranked the highest in need. (In 2021, the City participated with the West Orange Healthcare District to draft a regional trails plan for West Orange County. This included a trails' plan for the City. This Plan is referenced due to the influence it has in trails planning and implementation.)
- Construct a trail that connects Starke Lake to the West Orange Trail. (Portions of this trail have been constructed on Franklin Street between SR 429 and Bowness Avenue and on W. Oakland Avenue between N. Bluford Avenue and Cumberland Avenue.)
- Greater access to lakes and conservation areas,
- Develop the new nature park on Lake Apopka. (The park master concept plan was developed in 2025.)
- Develop a park south of the Turnpike.
- Develop and manage a new multipurpose sports complex to include multipurpose fields, ballfields, court sports such as basketball, tennis and pickleball and other recreational facilities. (The City is partnering with a private entity to create and manage a regional sports complex.)
- Build splash pads in a couple of parks.
- Add playgrounds. (Since the time of the survey, the City has improved many of the playgrounds in existing parks, including an inclusive playground at Tiger Minor Park in 2024.)
- Add dog parks throughout the City. (In 2021 a dog park was built in Montgomery Park.)
- Add more pickleball courts. (Pickleball courts were added to Tiger Minor Park.)
- Skate Park. (The City opened the Ocoee Action Sports Park, at Vandergrift Central Park.)
- Add community gardens throughout the City. (In 2023, a Florida Friendly Landscape Demonstration Garden was installed using funds from the Saint Johns River Water Management District.)



Demonstration Garden at Bill Breeze Park

New Programming or Improvement to Existing Recreational Programs

- Expand drop-in and/or individual adult programming such as arts & crafts, fitness, educational, aquatic and therapeutic recreation.
- Increase programming for Tweens, Teens, Seniors and Disabled populations.

- Add nature-based programing such as birding, interpretative walks and natural resource management.
- Expand swimming lessons and programming, including time for swim teams.

The Parks, Recreation and Trails Community Survey should be updated at least every five years concurrently when updating the Parks, Recreation and Trails Master Plan.

Future Park Sites. To continue with the adopted level of service, as the population increases, the City should identify and improve additional parks and open spaces. The monitoring and evaluation to meet national and state standards should be continued.

Private Recreation. Private recreation facilities provide a supplement to public facilities for certain segments of the population. Many existing single-family subdivisions and most multi-family residential projects have recreational facilities. Most developments use a combination of active and passive elements such as playgrounds, community pools, nature trails, lakes with boat ramps and docks, dog parks, trails, community centers, sport courts, and open play/multipurpose fields. These private recreation facilities should be assessed when updating the Parks, Recreation, Trails, and Open Space Master Plan.



Unity Park Boardwalk

Increasing Recreational Opportunities. In addition to improving and adding City parks, the City should move forward with coordinating with other agencies to increase and enhance the City's recreational opportunities. Such coordination may include the following:



Summer Camp

A. **Future Use of School Recreation Sites.** The use of school recreation areas for public recreation purposes represents efficient use of these facilities and, ultimately, of public tax expenditures. Once students leave school grounds after daily classes end, recreational facilities are left unused when not made available to the public. The City should continue efforts to secure use agreements with OCPS.

B. **Coordination with Other Agencies**. County parks and trails are easily accessible and used by City residents. In addition, the City should continue their coordination with Winter Garden, Windermere and Apopka as it relates to recreation facilities, services, programs, and special events. In doing so, the goal is to avoid duplication of services provided by all agencies.

RECREATION AND OPEN SPACE ELEMENT

Correction of Existing Deficiencies. The City currently collects impact fees from new developments for parks and recreation services to raise revenues for additional park land, recreational facilities and site improvements needed to support the added population. Furthermore, the City is in the process of updating existing park facilities. The City should continue its practice for applying for local, state, and federally grant programs to leverage City's dollars.

Funding. The Parks and Leisure Services Department currently receives funds through the General Fund, through fees, and through Recreation Impact Fees (capital dollars for new parks and facilities based on new population impacts). Occasionally, state and federal grants are awarded for new facilities; the Department should continue their efforts in acquiring grant funds. In addition, the City should evaluate other funding mechanisms in the Master Plan Update. One of these mechanisms could be a program for smaller developments in that they could pay into a fund in lieu of providing such facilities. The City should include a funding and financing discussion in the Parks, Recreation, Trails and Open Space Master Plan Update.

Conclusion. The City has systematically built a park system that addresses the passive, active, indoor, and outdoor recreational needs of its citizens. To satisfy these needs, the City should continue to expand its park system including recreation programs and events. Additionally, the City should work closely with the private sector to further identify and provide facilities to accommodate the special leisure needs of the corporate community. The proposed improvements contained in this document, and to be further detailed by the update of the Parks, Recreation, Trails and Open Space Master Plan, will enhance the quality of life in Ocoee and help the City keep pace with the growing recreational needs of its citizens.



S. Bluford Ave Multipurpose Path



Sunrise at Starke Lake

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florida

N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
Ocoee Apopka Rd.
SR 429
West Rd.
Clarke Rd.
N Lakewood Ave.
Silver Star Rd.
McKey St.
Bluford Ave.
E Orlando Ave.
White Rd.
W Colonial Dr.
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.
Florida Turnpike

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
LAKE BARLOW
LAKE STANLEY
SPRING LAKE
LAKE JOHIO
LAKE LUCY
LAKE FLORENCE
STARKE LAKE
LAKE OLYMPIA
LAKE PRIMA VISTA
LAKE SHERWOOD
LAKE BENNET
LAKE LILLY
LAKE PEARL
LAKE WHITNEY
LAKE RHEA

Developed Parks

FID	Name	Ac	Park Service Area Classification
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE
2	UNITY PARK	5.20	URBAN OPEN SPACE
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK
9	PALM PARK	6.80	NEIGHBORHOOD PARK
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK
12	BOB SORENSON PARK	12.60	COMMUNITY PARK
13	TIGER MINOR PARK	14.16	COMMUNITY PARK
14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK
15	BILL BREEZE PARK	16.74	COMMUNITY PARK
16	VIGNETTI PARK	20.04	COMMUNITY PARK
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY
	TOTAL:	371.62	

Undeveloped Parks

FID	Name	Ac	Park Service Area Classification
A	WEST ORANGE TRAIL TRAILHEAD	1.69	NEIGHBORHOOD PARK
B	CROWN POINTE TRAILHEAD	1.87	URBAN OPEN SPACE
C	LAKE APOPKA NATURE PARK	99.20	NATURE PARK
	TOTAL:	102.77	

Existing & Future City Parks

Legend

- West Orange Trail
- City of Ocoee JPA
- Waterbodies
- Undeveloped Parks
- Developed Parks
- City Boundary
- Unincorporated Orange County

REC Figure No. 1

Existing & Future City Parks

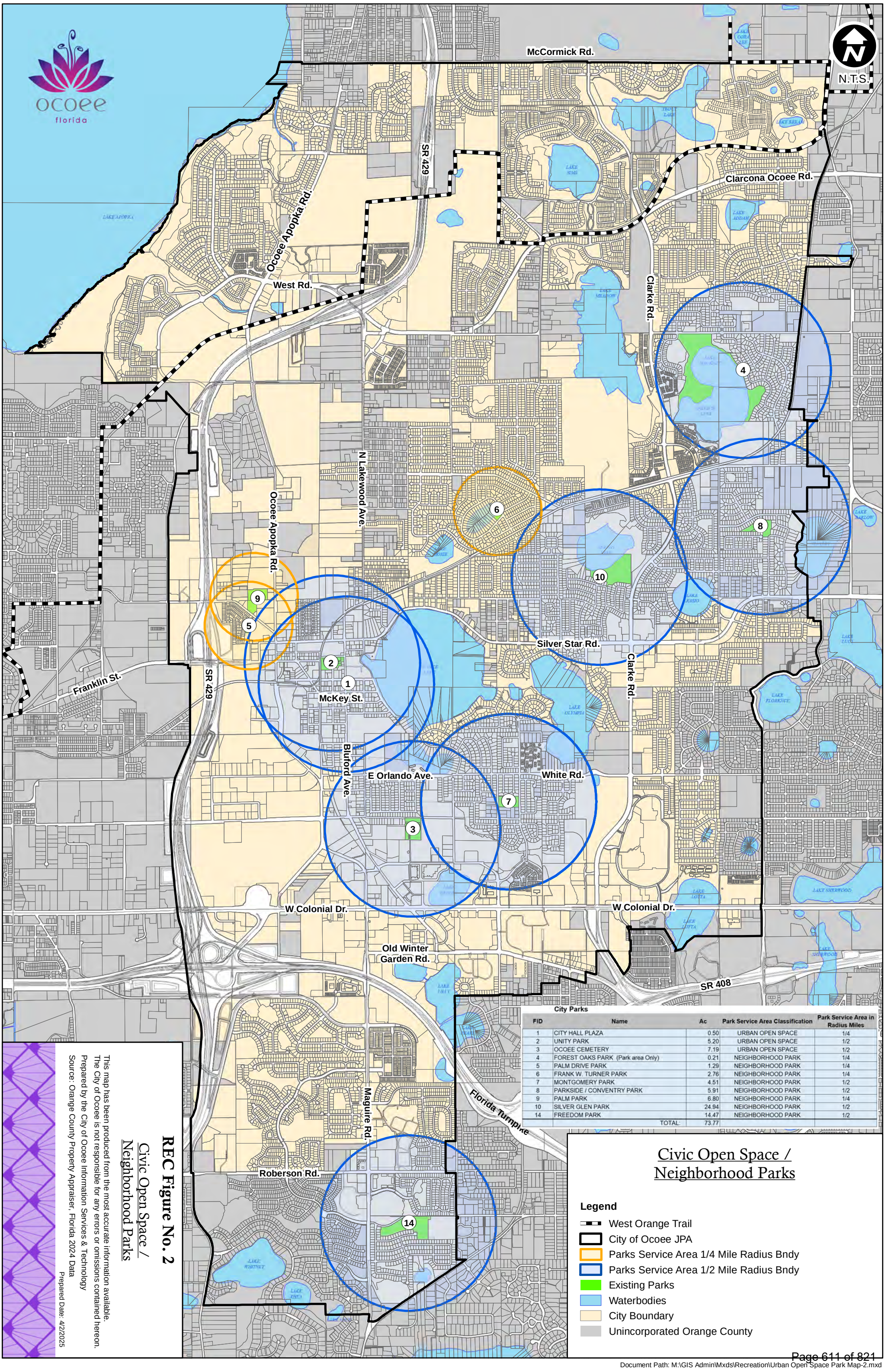
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Future City Parkland.mxd



City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE	1/4
2	UNITY PARK	5.20	URBAN OPEN SPACE	1/2
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE	1/2
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK	1/4
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK	1/4
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK	1/4
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK	1/2
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK	1/2
9	PALM PARK	6.80	NEIGHBORHOOD PARK	1/4
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK	1/2
14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK	1/2
	TOTAL:	73.77		

Civic Open Space / Neighborhood Parks

Legend

- West Orange Trail
- City of Ocoee JPA
- Parks Service Area 1/4 Mile Radius Bndy
- Parks Service Area 1/2 Mile Radius Bndy
- Existing Parks
- Waterbodies
- City Boundary
- Unincorporated Orange County

REC Figure No. 2

Civic Open Space / Neighborhood Parks

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Urban Open Space Park Map-2.mxd

ocoee
florida

N.T.S.

McCormick Rd.
SR 429
Ocoee Apopka Rd.
Clarcona Ocoee Rd.
West Rd.
Clarke Rd.
N Lakewood Ave.
Silver Star Rd.
McKey St.
Bluford Ave.
E Orlando Ave.
White Rd.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Florida Turnpike
Maguire Rd.
Roberson Rd.

20 20 19 16 12 18 17 15 15 13 11 11

City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK	1
12	BOB SORENSON PARK	12.60	COMMUNITY PARK	1
13	TIGER MINOR PARK	14.16	COMMUNITY PARK	2
15	BILL BREEZE PARK	16.74	COMMUNITY PARK	2
16	VIGNETTI PARK	20.04	COMMUNITY PARK	1
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK	2
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK	2
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY	Citywide
	TOTAL:	297.85		

Community Parks & Special Facilities

Legend

- West Orange Trail
- City of Ocoee JPA
- Parks Service Area 1 Mile Radius Bndy
- Parks Service Area 2 Mile Radius Bndy
- Waterbodies
- Existing Parks
- City Boundary
- Unincorporated Orange County

REC Figure No. 3

Existing City Parks

(Community Parks)

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Community Park Map-2.mxd

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N.T.S.

McCormick Rd.
SR 429
Ocoee Apopka Rd.
Clarcona Ocoee Rd.
West Rd.
Clarke Rd.
N Lakewood Ave.
Silver Star Rd.
Franklin St.
McKey St.
Bluford Ave.
E Orlando Ave.
White Rd.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Maguire Rd.
Florida Turnpike
Roberson Rd.

City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE	1/4
2	UNITY PARK	5.20	URBAN OPEN SPACE	1/2
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE	1/2
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK	1/2
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK	1/2
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK	1/2
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK	1/2
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK	1/2
9	PALM PARK	6.80	NEIGHBORHOOD PARK	1/2
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK	1/2
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK	1
12	BOB SORENSON PARK	12.60	COMMUNITY PARK	2
13	TIGER MINOR PARK	14.16	COMMUNITY PARK	2
14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK	1/2
15	BILL BREEZE PARK	16.74	COMMUNITY PARK	2
16	VIGNETTI PARK	20.04	COMMUNITY PARK	2
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK	2
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK	2
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY	Citywide
	TOTAL:	371.62		

Composite Map of City Parks

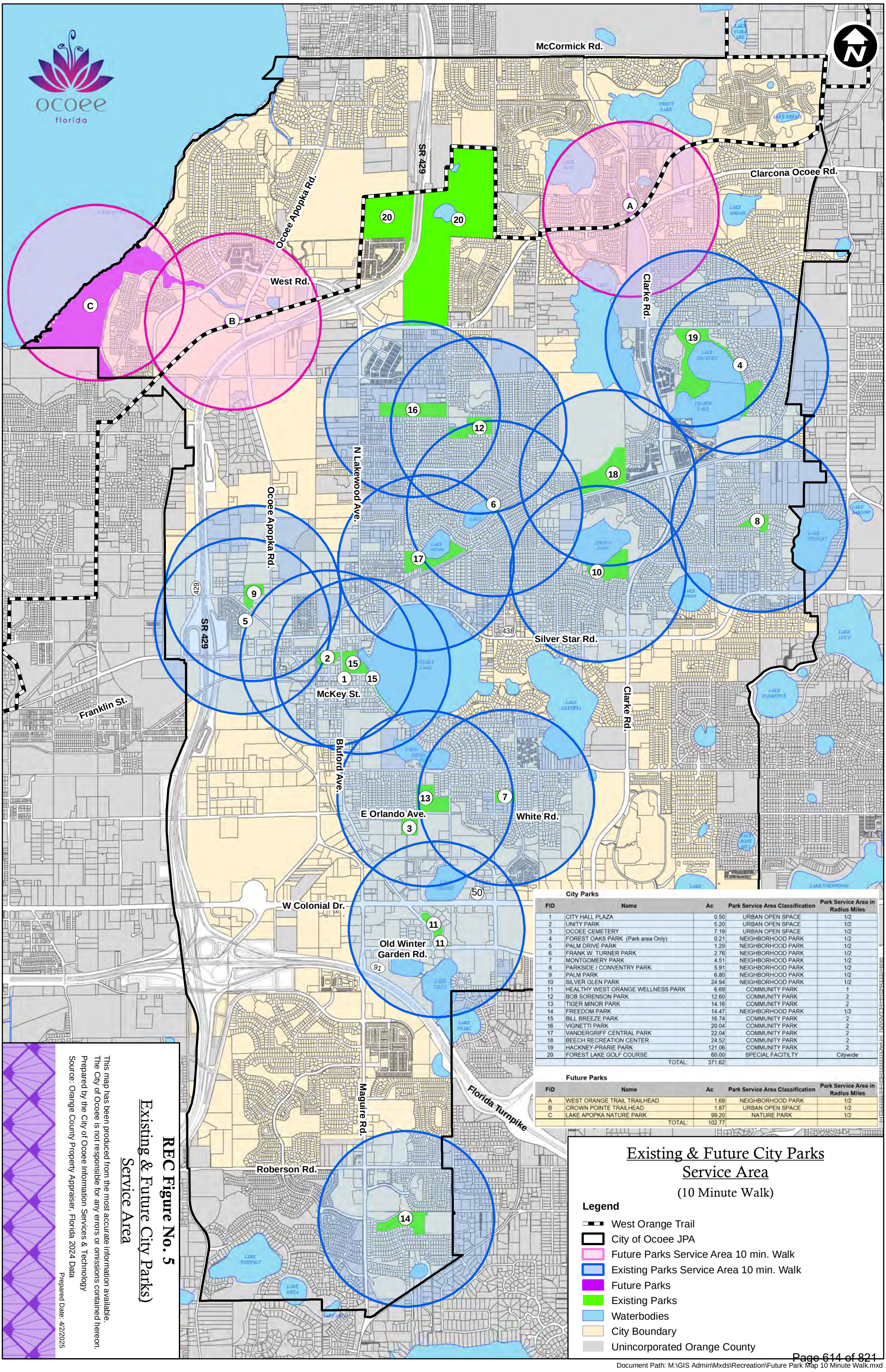
Legend

- West Orange Trail
- City of Ocoee JPA
- Community Parks Service Area 1 Mile Radius
- Community Parks Service Area 1/4 Mile Radius
- Community Parks Service Area 2 Mile Dissolve
- Waterbodies
- Existing City Parks
- City Boundary
- Unincorporated Orange County

REC Figure No. 4
Existing City Parks
Service Areas

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by the City of Ocoee Information Services & Technology
Source: Orange County Property Appraiser, Florida 2024 Data
Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Park Map 2mil - 2.mxd



City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE	1/2
2	UNITY PARK	5.20	URBAN OPEN SPACE	1/2
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE	1/2
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK	1/2
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK	1/2
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK	1/2
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK	1/2
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK	1/2
9	PALM PARK	6.80	NEIGHBORHOOD PARK	1/2
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK	1/2
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK	1
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14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK	1/2
15	BILL BREEZE PARK	16.74	COMMUNITY PARK	2
16	VIGNETTI PARK	20.04	COMMUNITY PARK	2
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK	2
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK	2
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY	Citywide
	TOTAL:	371.62		

Future Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
A	WEST ORANGE TRAIL TRAILHEAD	1.69	NEIGHBORHOOD PARK	1/2
B	CROWN POINTE TRAILHEAD	1.87	URBAN OPEN SPACE	1/2
C	LAKE APOPKA NATURE PARK	99.20	NATURE PARK	1/2
	TOTAL:	102.77		

REC Figure No. 5

Existing & Future City Parks) Service Area

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

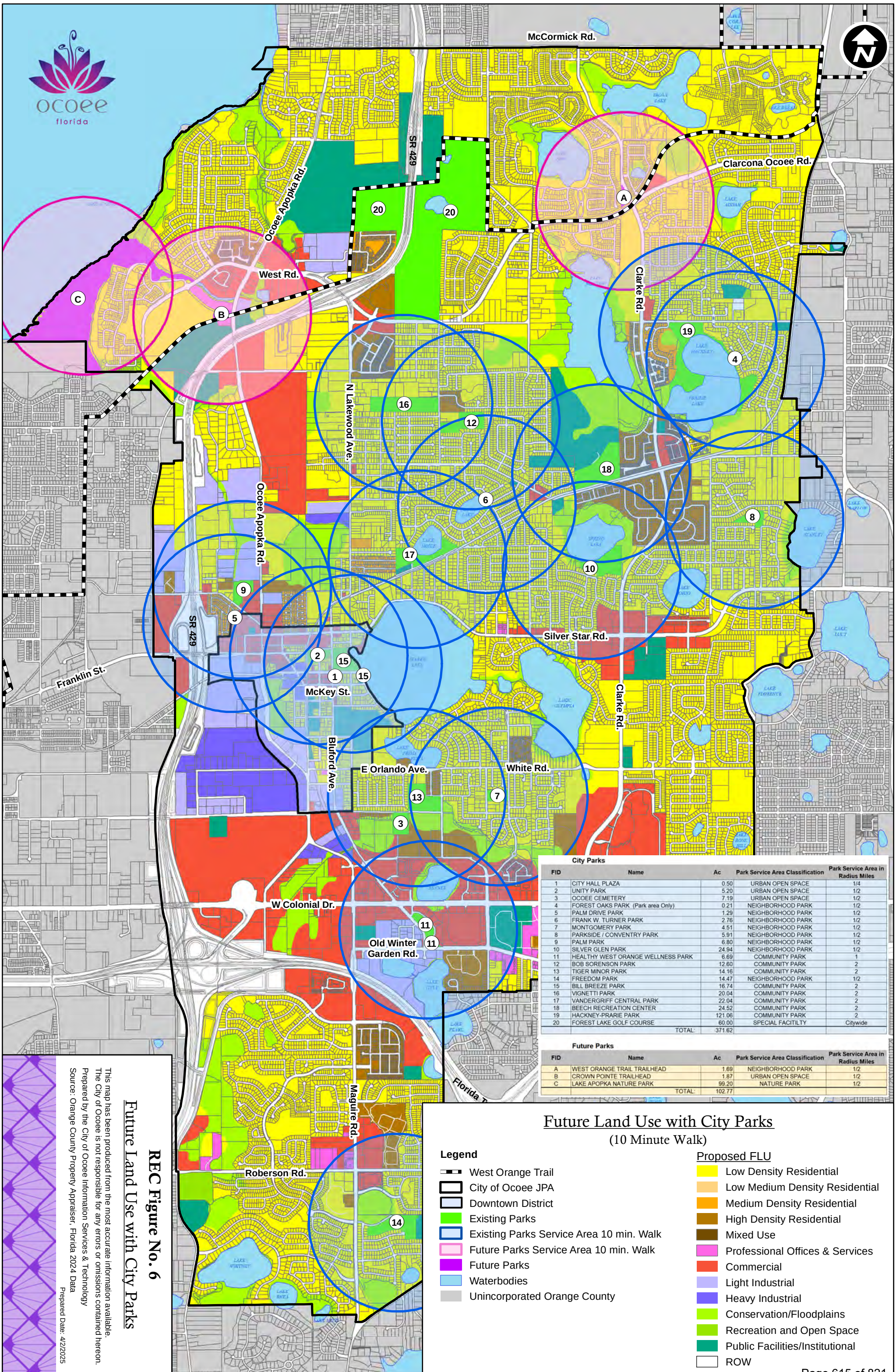
Existing & Future City Parks Service Area

(10 Minute Walk)

Legend

- West Orange Trail
- City of Ocoee JPA
- Future Parks Service Area 10 min. Walk
- Existing Parks Service Area 10 min. Walk
- Future Parks
- Existing Parks
- Waterbodies
- City Boundary
- Unincorporated Orange County

Document Path: M:\GIS Admin\Mxds\Recreation\Future Park Map 10 Minute Walk.mxd



City Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE	1/4
2	UNITY PARK	5.20	URBAN OPEN SPACE	1/2
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE	1/2
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK	1/2
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK	1/2
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK	1/2
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK	1/2
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK	1/2
9	PALM PARK	6.80	NEIGHBORHOOD PARK	1/2
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK	1/2
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK	1
12	BOB SORENSON PARK	12.60	COMMUNITY PARK	2
13	TIGER MINOR PARK	14.16	COMMUNITY PARK	2
14	FREEDOM PARK	14.47	NEIGHBORHOOD PARK	1/2
15	BILL BREEZE PARK	16.74	COMMUNITY PARK	2
16	VIGNETTI PARK	20.04	COMMUNITY PARK	2
17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK	2
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK	2
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY	Citywide
	TOTAL:	371.62		

Future Parks

FID	Name	Ac	Park Service Area Classification	Park Service Area in Radius Miles
A	WEST ORANGE TRAIL TRAILHEAD	1.69	NEIGHBORHOOD PARK	1/2
B	CROWN POINTE TRAILHEAD	1.87	URBAN OPEN SPACE	1/2
C	LAKE APOPKA NATURE PARK	99.20	NATURE PARK	1/2
	TOTAL:	102.77		

Future Land Use with City Parks

(10 Minute Walk)

Legend

- West Orange Trail
- City of Ocoee JPA
- Downtown District
- Existing Parks
- Existing Parks Service Area 10 min. Walk
- Future Parks Service Area 10 min. Walk
- Future Parks
- Waterbodies
- Unincorporated Orange County

Proposed FLU

- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

REC Figure No. 6

Future Land Use with City Parks

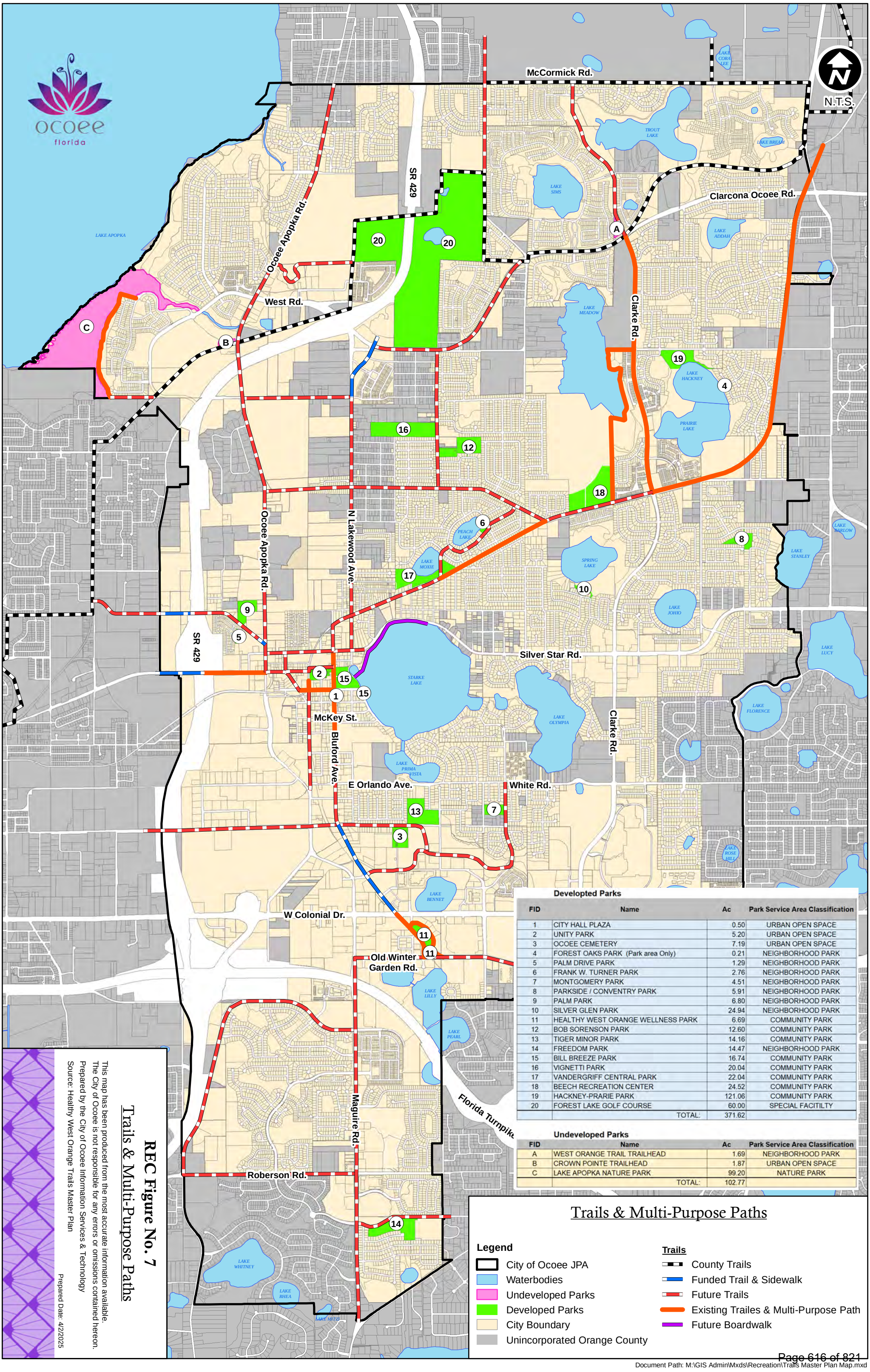
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025

Document Path: M:\GIS Admin\Mxds\Recreation\FLU Park Map 1-2 mil.mxd



Developed Parks

FID	Name	Ac	Park Service Area Classification
1	CITY HALL PLAZA	0.50	URBAN OPEN SPACE
2	UNITY PARK	5.20	URBAN OPEN SPACE
3	OCOEE CEMETERY	7.19	URBAN OPEN SPACE
4	FOREST OAKS PARK (Park area Only)	0.21	NEIGHBORHOOD PARK
5	PALM DRIVE PARK	1.29	NEIGHBORHOOD PARK
6	FRANK W. TURNER PARK	2.76	NEIGHBORHOOD PARK
7	MONTGOMERY PARK	4.51	NEIGHBORHOOD PARK
8	PARKSIDE / CONVENTRY PARK	5.91	NEIGHBORHOOD PARK
9	PALM PARK	6.80	NEIGHBORHOOD PARK
10	SILVER GLEN PARK	24.94	NEIGHBORHOOD PARK
11	HEALTHY WEST ORANGE WELLNESS PARK	6.69	COMMUNITY PARK
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17	VANDERGRIFF CENTRAL PARK	22.04	COMMUNITY PARK
18	BEECH RECREATION CENTER	24.52	COMMUNITY PARK
19	HACKNEY-PRARIE PARK	121.06	COMMUNITY PARK
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACITILTY
	TOTAL:	371.62	

Undeveloped Parks

FID	Name	Ac	Park Service Area Classification
A	WEST ORANGE TRAIL TRAILHEAD	1.69	NEIGHBORHOOD PARK
B	CROWN POINTE TRAILHEAD	1.87	URBAN OPEN SPACE
C	LAKE APOPKA NATURE PARK	99.20	NATURE PARK
	TOTAL:	102.77	

REC Figure No. 7

Trails & Multi-Purpose Paths

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Healthy West Orange Trails Master Plan

Prepared Date: 4/2/2025

Trails & Multi-Purpose Paths

Legend

- City of Ocoee JPA
- Waterbodies
- Undeveloped Parks
- Developed Parks
- City Boundary
- Unincorporated Orange County

Trails

- County Trails
- Funded Trail & Sidewalk
- Future Trails
- Existing Trailes & Multi-Purpose Path
- Future Boardwalk

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EFFICIENT, RELIABLE & WELL-MAINTAINED INFRASTRUCTURE



Infrastructure Element comprised of:

Utilities Sub-Element

Drainage Sub-Element

CHAPTER

3

Utilities Sub-Element

CHAPTER 3

UTILITIES SUB-ELEMENT

I. INTRODUCTION

Pursuant to the requirements of Chapter 163 of the 2018 Florida Statutes, the Infrastructure Element Data, Inventory, and Analysis (DIA) sets forth the plan for the future infrastructure of the City of Ocoee. This section provides an inventory and analysis of the existing potable water, wastewater, reclaimed water, stormwater, solid waste, pavement, and public safety facilities and services within the City of Ocoee.

II. INVENTORY AND DATA

Utilities Service Areas. Four (4) territorial agreements between the City of Ocoee and Orange County establish the jurisdictional boundaries for Ocoee potable water, wastewater, and reclaimed water service areas. These include the Joint Planning Area Agreement, the Orange County/City of Ocoee Water Service Territorial Agreement, the Orange County/City of Ocoee Sewer Service Territorial Agreement, and the City of Ocoee/Orange County Reclaimed Water Territorial Agreement. A description of each service area boundary is provided in the applicable sections below.

The City maintains one (1) wholesale water and sewer service agreement with Orange County for Forest Lake Estates subdivision (formerly known as Ocoee Pines), the City of Ocoee/Orange County Agreement For The Delivery And Use Of Wholesale Water And Wastewater To Ocoee Pines Development. The City owns, operates, and maintains the Forest Lake Estates utilities system, and potable water supply and wastewater treatment are provided by Orange County.

Potable Water. The Orange County/City of Ocoee Water Service Territorial Agreement establishes the Ocoee potable water territorial boundary shown in UTL Figure 1: Water Service Areas. Parcels located north and south of the Ocoee water service area and within the Ocoee Joint Planning Area (JPA) are supplied by either the Orange County Utilities or private wells.



South Water Treatment Plant

Parcels within the City's service area are supplied potable water from either the Ocoee water system, or private wells, apart from Forest Lake Estates. Within this development, the City maintains the water system and Orange County supplies the potable water through a master meter at Clarcona Ocoee Road development entrance.

Consumptive Use Permit. The Ocoee water service area is wholly located within the boundary of the St. Johns River Water Management District (SJRWMD). Groundwater withdrawals are permitted under SJRWMD Consumptive Use Permit (CUP) 3216, which authorizes a maximum annual groundwater withdrawal of 1,781 million gallons (4.88 MGD annual average) from the Floridian aquifer and expires November 15, 2026.

The CUP includes seven (7) Floridan aquifer wells. In 2023, four (4) Lower Floridan aquifer wells and one (1) Upper Floridan aquifer well were in service. Construction and connection

of any future wells will be developer-driven. UTL Table 1: Public Supply Well Summary summarizes public supply wells included in the Ocoee CUP. In 2023, 1,335 million gallons (3.66 MGD) of groundwater was pumped from the Ocoee wells.

UTL Table 1: Public Supply Well Summary

District ID	Station Name	Casing Diameter (inches)	Casing Depth (in feet)	Total Depth (ft)	Capacity (GPM)	Source	Status
11961	Forest Oaks #1	7.0	610.0	1,140	800	Floridan Aquifer	Active
11962	Forest Oaks #2	16.0	147.0	318.0	2,000	Floridan Aquifer	Active
11965	Forest Oaks #3	24.0	1,192.0	1,450	3,000	Floridan Aquifer	Active
104699	Forest Oaks #4	24.0	800.0	1,450	3,500	Floridan Aquifer	Proposed
11963	South #1	24.0	800.0	1,450	1,500	Floridan Aquifer	Active
11964	South #2	24.0	800.0	1,450	800	Floridan Aquifer	Active
11966	South #3	24.0	811.0	1,452	2,500	Floridan Aquifer	Constructed/ Not Connected

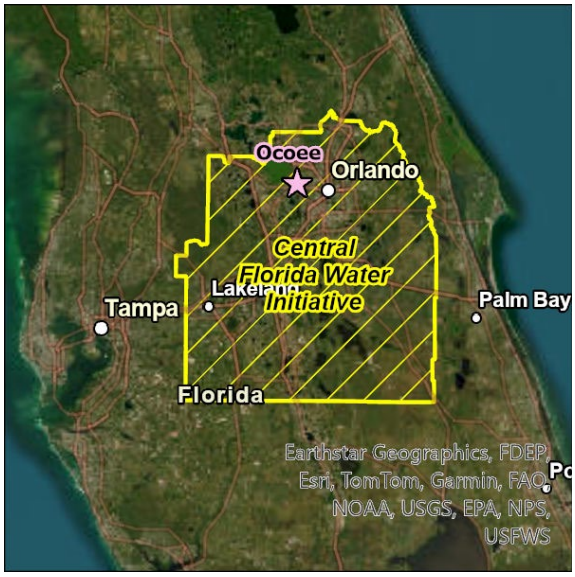
1. Source: SJRWMD CUP

UTILITIES SUB-ELEMENT

Central Florida Water Initiative. The Ocoee water service area is also located within the Central Florida Water Initiative (CFWI) boundary. The CFWI is a collaborative water supply planning initiative for the Central Florida region involving the SJRWMD, the South Florida Water Management District (SFWMD), the Southwest Florida Water Management District (SWFWMD), FDEP, representatives from water utilities, and other interested groups.

The CFWI was created in 2009, and the first joint planning evaluation for population and water demands within the CFWI planning area, the 2015 CFWI Regional Water Supply Plan, was adopted by the SJRWMD, SFWMD, and SWFWMD in November 2015. This water supply plan is updated every five (5) years.

Ocoee and other water providers within the CFWI are also subject to additional consumptive use permit requirements outlined in Chapter 62-41 F.A.C. Furthermore, under F.S. Section 163.3177(6)(c)3, Ocoee must maintain a 10-Year Water Supply Facilities Work Plan. Ocoee maintains an integrated water resource plan for water use efficiency and reuse to support CFWI goals and objectives. The Forest Oaks and South WTPs have a permitted FDEP maximum operating treatment capacity of 5.227 MGD and 5.623 MGD, respectively, for a total permitted maximum operating capacity of 10.85 MGD. In 2023, the City treated 1,388 million gallons (3.80 MGD, annual average) of groundwater for public supply. Potable water customer population and demands for the City's water service area are summarized in UTL Table 2: Potable Water Demands. This data aligns with the 2025 draft CFWI Regional Water Supply Plan.



CFWI Boundary

The City has several projects underway that will further reduce projected potable water demands, including the construction of a new reclaimed watermain and reclaimed pump station and storage tank to transfer 1.0 MGD of reclaimed water from Orange County. The City will evaluate needed projects and potable water demand reductions associated with these improvements as part of the 2027 Reclaimed Water Master Plan update and findings will be incorporated into the next CFWI Regional Water Supply Plan update.

UTILITIES SUB-ELEMENT

UTL Table 2: Potable Water Demands						
Year	**Existing or Projected**	**Supplied from City's Water Treatment Plants**			**Supplied By Orange County[2]**	
		Population[1]	**Demand (MGD)**	**Percent of Permitted Capacity Remaining**	**Population**	**Demand (MGD)**
2022	Existing	38,496	3.70	66%	834	0.05
2023		39,045	3.80	65%	834	0.05
2024	Projected	39,593	4.00	63%	834	0.05
2025		40,141	4.10	62%	834	0.05
2030		43,374	4.99	54%	834	0.05
2035		48,542	5.58	49%	834	0.05
2040		50,285	5.78	47%	834	0.05
2045		53,579	6.16	43%	834	0.05

Notes:

1. 2025 CFWI BEBR medium population projections
2. Forest Lake Estates development

UTILITIES SUB-ELEMENT

Water Conservation. The City's water conservation plan promotes the efficient use of water resources and the prevention of water waste with technology, partnership, and sustainability as the driving forces.

Technology. Ocoee utilizes several forms of technology to improve water conservation and mitigate water loss. The City was an early adopter of Advanced Metering Infrastructure (AMI), which provides near real-time water use data to proactively identify water leaks and high-water users.



Water Meter

In 2012, the City adopted WaterSense™ requirements for higher efficiency plumbing fixtures and appliances to reduce indoor water consumption. The City also adopted Florida Water Star℠ irrigation criteria for landscape irrigation in 2012 to increase water efficiency for both potable and reclaimed water irrigation. Leading by example, the Utilities Administration Building was constructed to Florida Water Star℠ standards and received Florida Water Star℠ certification.

Partnership. Ocoee's public engagement focuses on providing our residents with proven tools to use water efficiently. The City provides education through social media outreach, educational events, and partnerships with local libraries and schools to help residents of all ages understand the importance of protecting Ocoee's water resources. Customers are encouraged to track their consumption by signing up for the Sensus Customer Portal.

Free irrigation evaluations are provided and a Florida-Friendly Landscape™ Demonstration Garden adjacent to Bill Breeze Park provides examples of Florida-Friendly plants with low maintenance and water needs, as well as an irrigation system designed to provide supplemental water during dry periods.



Demonstration Garden

Ocoee also maintains a continuous water use notification program where customers receive a phone call when continuous water use for greater than 48 hours is detected.

The Ocoee Water Conservation Program is evaluated annually and updated as needed to ensure it stays relevant to customer water use habits, patterns, and interests.

Sustainability. Ocoee's commitment to sustainability is demonstrated in its proactive water conservation plan, which prioritizes the extensive use of reclaimed water to reduce groundwater dependency and utilize available lower-quality water sources. The City has secured supplemental reclaim supply through agreements with adjoining municipalities. Using multiple sources of water to balance needs reduces the demand for

any one source. The City expands its reclaimed water system by retrofitting existing neighborhoods and connecting new neighborhoods. Retrofit priorities for existing neighborhoods are determined by proximity to the existing reclaimed water system, irrigation demand, and cost-effectiveness. The connection of new neighborhoods has been made possible by the early adoption of a policy requiring dual-line water mains. This means that reclaimed water mains were installed in all new neighborhoods, regardless of immediate reclaimed water availability, to facilitate cost-effective future system expansion.

10-Year Water Supply Facilities Work Plan. The Florida Legislature enacted bills in the 2002, 2004, 2005, and 2011 sessions to address the State's water supply needs. These bills, in particular Senate Bills 360 and 444 (the 2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. Section 373.036 F.S. requires each water management district to develop a Regional Water Supply Plan (RWSP) for a 20-year planning period to ensure that existing water sources are adequate to meet projected water demands. In turn and within 18 months following approval of a regional water supply plan, local governments within a regional water supply planning area are required to develop a Work Plan to ensure that adequate water supplies will be available to meet future demands for a minimum 10-year planning period, under F.S. Section 163.3177(6)(c)3.

According to state guidelines, the Work Plan must address:

- A local government's water demands for at least a 10-year period;
- Development of traditional and alternative water supplies and required facilities to meet those demands;
- Conservation and reuse programs; and
- Capital projects needed for the first five years, including financially feasible revenue sources, in the 5-Year Schedule of Capital Improvements.

In addition to the above Work Plan requirements, local governments are required to revise their comprehensive plan for consistency with the Work Plan and regional water supply planning initiatives. Ocoee maintains a 10-Year Water Supply Facilities Work Plan (Work Plan) in accordance with 163.3177 F.S. and this Work Plan is adopted by reference.



Ocoee Wasterwater Treatment Facility

Sanitary Sewer. The Orange County/City of Ocoee Sewer Service Territorial Agreement establishes the Ocoee territorial boundary for sewer service shown in UTL Figure 2: Wastewater Service Area. Parcels within the Ocoee wastewater service area either connect to the Ocoee wastewater system or use private onsite sewer treatment and disposal systems (OSTDS) for wastewater treatment. Parcels located north and south of the Ocoee sewer service area and within the

UTILITIES SUB-ELEMENT

Ocoee Joint Planning Area (JPA) are either provided wastewater service by Orange County Utilities wastewater system or using private OSTDS.

The City operates one (1) wastewater treatment facility, the Ocoee Wastewater Treatment Facility (WWTF). This facility receives wastewater from properties located within the Ocoee wastewater service area. In 2023, the Ocoee Wastewater Treatment Facility treated approximately 687 million gallons of wastewater. UTL Table 3: Wastewater System Flow and Treatment Capacity shows the current and projected wastewater flows and permitted wastewater treatment plant surplus.

UTL Table 3: Wastewater System Flow and Treatment Capacity

Year	Existing or Projected	Projected Wastewater Population	WWTF Annual Average Daily Flow (MGD)	Percent of Permitted Capacity
2022	Current	28,093	1.76	41%
2023		28,606	1.88	37%
2024	Projected	30,476	1.92	36%
2025		29,427	1.95	35%
2030		32,491	2.07	31%
2035		35,871	2.21	26%
2040		39,604	2.35	22%
2045		43,512	2.51	16%

UTILITIES SUB-ELEMENT

Several major upgrades to the Ocoee WWTF were initiated in 2022 and will be completed by the end of 2026. These upgrades include:

- New Motor Control Room and electrical upgrade;
- Replacement of four transfer pumps and purchase of one spare pump;
- Replacement of four high service reuse pumps and of purchase one spare;
- Replacement of three existing rotors, add two new rotors, underground Electrical Chases, Associated Gear Boxes, VFD Pumps and Motors; and
- Replacement of three existing rotors and the addition of a new rotor to each Oxidation Ditch, and along with the replacement/upgrade of the underground electrical chases, associated gear boxes, variable frequency drive pumps and motors. A concurrency management system monitors wastewater flows and treatment plant capacity to maintain compliance with the FDEP permitted treatment capacity and effluent water quality requirements.

In 2022, the City completed a Biological Nutrient Removal Improvement Evaluation and in 2024 the City initiated a phased plan to evaluate treatment processes and options to ensure that advanced wastewater treatment will come online before reaching the existing permitted treatment plant capacity, and before the July 1, 2038 advanced wastewater treatment requirement specified in the FDEP permit.

Advanced Wastewater Treatment. The Florida Springs and Aquifer Protection Act (Chapter 373, Part VIII, Florida Statutes [F.S.]) protects and remediates impaired Outstanding Florida Springs (OFS) and their associated spring runs. FDEP has assessed thirty OFS, and twenty-four of these springs were determined to be impaired for the nitrate form of nitrogen. FDEP then delineated priority focus areas (PFAs) for each OFS or group of springs and developed BMAPs with specific water quality protection and remediation provisions. As shown in UTL Figure 3: BMAP Boundaries, the Ocoee wastewater service area is located within the Wekiwa and Rock Springs BMAP, with most of the service area also located within the Priority Focus Area (PFA), a subarea within the BMAP where the aquifer is most vulnerable. The western portion of the Ocoee utility service area is also located within the Upper Ocklawaha BMAP. The majority of the City's utility service area is located within the Wekiwa and Rock Springs BMAP PFA, where the most stringent nutrient load reduction requirements are applied.



New WWTP Electrical Building (Under Construction)

In 2022 FDEP issued a 10-year Ocoee WWTF permit limiting the annual average total nitrogen concentration to 10 mg/L for treated wastewater from the Ocoee WWTF. Unless further rulemaking occurs prior to the next permit renewal, a new total nitrogen effluent limit of 3 mg/L annual average will be written into the next permit in 2032. Advanced wastewater treatment will need to be online by 2038. The City maintains compliance with the current total nitrogen limit and additional treatment and operational changes will need to occur to meet total nitrogen reduction concentrations required by BMAP rulemaking.

UTILITIES SUB-ELEMENT

Onsite Sewer Treatment and Disposal Systems. Where central sewer service is not available, private OSTDS provide wastewater treatment. The Florida Department of Health and Rehabilitation Services (DHRS) permits and regulates OSTDS and drain field installation within the State. Subparagraph 403.067(7)(a)9, Florida Statutes, requires that local governments within a BMAP must develop an onsite sewage treatment and disposal system (OSTDS) remediation plan.

The City completed its remediation plan in 2024, identifying 31 percent of parcels within the wastewater service area that use OSTDS (City of Ocoee OSTDS Remediation Plan, 2024). The City continues to work diligently to pursue opportunities to connect homeowners and businesses to City sewer service and reduce nitrogen loading within its jurisdictional limits. Orange County Health Department has jurisdiction over all OSTDS. All permitting and enforcement continue to be administered through the Orange County Health Department. UTL Figure 4: OSTDS presents parcels using OSTDS for wastewater treatment.

Reclaimed Water. The City of Ocoee/Orange County Reclaimed Water Territorial Agreement establishes the Ocoee territorial boundary for reclaimed water service shown in UTL Figure 5: Reclaimed Water. The City provides reclaimed water service to commercial and residential users by way of two (2) separate service areas, the North Reclaim Service area and Central Reclaim Service area.

Reclaimed water for North Reclaim Service Area, except for the Forest Trails, Orchard Park, and Windstone neighborhoods, is provided by Ocoee through a retail-wholesale agreement with Orange County. The Central Reclaim Service Area supplies reclaimed water from the Ocoee Wastewater Treatment Facility and this supply is supplemented through an interconnect to the south with CONSERV II (Orange County - Orlando cooperative) and an interconnect to the north with Orange County. In 2025 construction of a new 1.5-million-gallon reclaimed storage tank and pump station were initiated. Construction will be completed by Fall 2026. Upon completion, the new pump station will accept 1.0 MGD of reclaimed water available from a wholesale purchase agreement with Orange County. The City also continues exploring additional lowest-quality water sources to further offset groundwater withdrawals.



In 2023, Ocoee provided approximately 1,688 million gallons of reclaim water to residents and commercial businesses within the reclaimed water service area. UTL Table 4: Annual Reclaimed Water Flows by Service Area shows the current and projected reclaimed water flows based on customer demands and the City's reclaimed partnerships. Future reclaimed water customers will primarily be infill from vacant or redeveloped parcels. Reclaimed water retrofit projects will continue to be explored based on available reclaimed water supply.

UTL Table 4: Annual Reclaimed Water Flows by Service Area						
Year	**RIBs (MGD)**	**Golf Course[1] (MGD)**	**Ocoee Reclaimed Water[2] (MGD)**	**CONSERV II Wholesale[3] (MGD)**	**Orange County: Central Service Area[4] (MGD)**	**Orange County: North Service Area[5] (MGD)**
2022	0.21	0.01	1.41	0.43	0.04	2.15
2023	0.16	0.03	1.58	0.50	0.01	2.34
2024	0.17	0.03	1.78	0.44	0.05	2.01
2025	0.16	0.05	1.88	0.45	0.10	2.00
2030	0.17	TBD	2.00	0.45	1.00	2.00
2035	0.17	TBD	2.12	0.45	1.00	2.00
2040	0.17	TBD	2.24	0.45	1.00	2.00
2045	0.16	TBD	2.38	0.45	1.00	2.00

Notes:

1. Forest Lake Golf Course currently supplied reclaimed water by the City of Winter Garden. Future demand and supply to be determined (TBA).
2. Reclaimed water generated at the Ocoee WWTP
3. Conserv II whole reclaimed water purchase
4. Orange County Wholesale purchase (1.0 MGD Reservation)
5. Orange County Wholesale purchase directly supplied to North Service Area

III. Analysis

As detailed in the above sections, the City currently maintains and plans for safe, reliable, and economical potable water, wastewater, and reclaimed water supply for its customers. Existing facilities are continually repaired, replaced, or improved as required to maintain level of service. These facilities are maximized through the implementation of the City's Water Conservation plan to reduce customer costs and wasted water. As the City grows over the next 20 years, the growth of its utility system will follow a data-driven approach to ensure that the City continues to thrive, and customer rates are utilized efficiently.

ocoee
florida

N.T.S.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

Clarcona Ocoee Rd.

N Lakewood Ave.

Silver Star Rd.

Franklin St.

Clarke Rd.

Bluford Ave.

E Orlando Ave.

White Rd.

W Colonial Dr.

Old Winter Garden Rd.

SR 408

Florida Turnpike

Maguire Rd.

Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MONIE
SPRING LAKE
LAKE JOHIO
LAKE BARLOW
LAKE STANLEY
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE BENNET
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE ROSE
LAKE NALLY
LAKE GIGI
LAKE WHITNEY
LAKE RHEA
LAKE MITTI

UTL Figure No. 1

Potable Water Service Area

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

Potable Water Service Area

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Potable Water Utility Service Area

Water Service Provider

- City of Ocoee
- Orange County Utilities
- Forest Lake Estates- OCU Wholesale

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N.T.S.

McCormick Rd.

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LAKE APOPKA
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LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MONTE
SPRING LAKE
LAKE JOHIO
LAKE BARLOW
LAKE STANLEY
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE PRIMAVISTA
LAKE FLORENCE
LAKE ROSE HILL
LAKE BENNET
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE ROSE
LAKE NALLY
LAKE GIGI
LAKE WHITNEY
LAKE RHEA
LAKE MITCH

UTL Figure No. 2

Wastewater Service Area

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

Wastewater Service Area

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Wastewater Service Area

Wastewater Service Provider

- City of Ocoee
- Orange County Utilities

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N.T.S.

McCormick Rd.

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SR 408

Florida Turnpike

Maguire Rd.

Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOYER
SPRING LAKE
LAKE BARLOW
LAKE STANLEY
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE PRIMA VISTA
LAKE FLORENCE
LAKE BENNET
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE ROSE
LAKE GIGI
LAKE NALLY
LAKE WHITNEY
LAKE RHEA
LAKE MITZI
LAKE ROSE HILL

UTL Figure No. 3
BMAP Boundaries

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

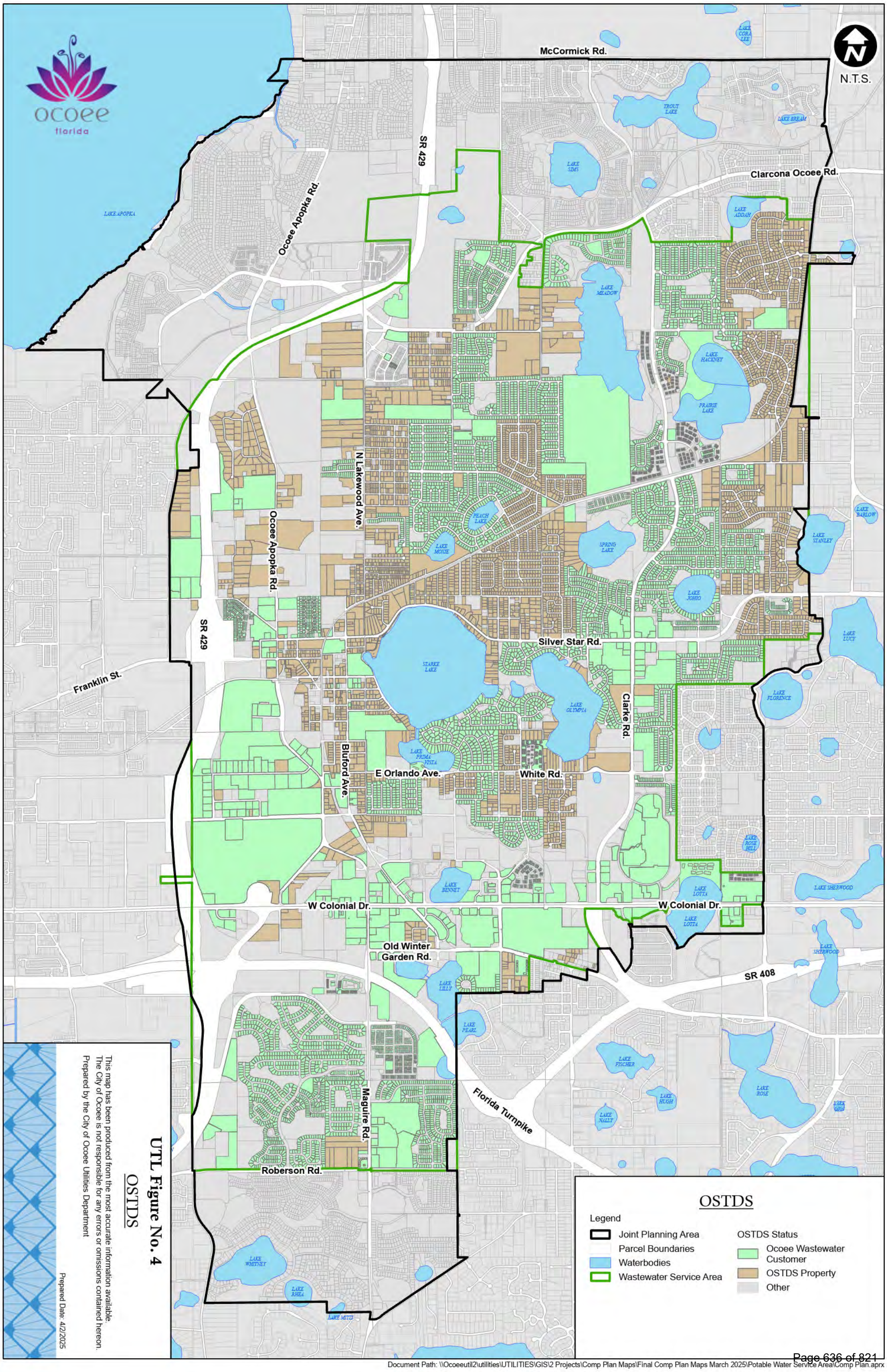
BMAP Boundaries

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Wekiwa and Rock Springs Priority Focus Area
- Upper Ocklawaha BMAP Boundary

All of Ocoee Joint Planning Area is within Wekiva River BMAP and Wekiwa and Rock Springs BMAP.

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ocoee
florida

N.T.S.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

Clarcona Ocoee Rd.

North Service Area

Central Service Area

Lakewood Ave.

Bluford Ave.

Silver Star Rd.

Clarke Rd.

E Orlando Ave.

White Rd.

Franklin St.

W Colonial Dr.

Old Winter Garden Rd.

SR 408

Florida Turnpike

Maguire Rd.

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LAKE APOPKA
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LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE ROSE
LAKE NALLY
LAKE GIGI
LAKE WHITNEY
LAKE RHEA
LAKE MITZI

UTL Figure No. 5

Reclaimed Water Service Area

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

Reclaimed Water Service Area

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Reclaimed Water Utility Service Area
- Reclaimed Utility North Service Area Boundary

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Drainage Sub-Element

CHAPTER

3

DRAINAGE SUB-ELEMENT

I. INTRODUCTION

The purpose of the Drainage and Aquifer Recharge Sub-element is to provide a guide for management and storage of surface waters created by the runoff generated from rainfall events and to manage and regulate groundwater aquifer recharge. The guidelines in this element are intended to protect and enhance the public health, safety and welfare and the quality of the environment within the City as it relates to stormwater management and aquifer recharge. In addition, this element will provide plan and policy direction concerning use of existing drainage criteria for the drainage basins within the City and provide a basis for future modifications to existing development regulations.

Stormwater drainage needs to be managed for flooding and water quality protection as well as regulating stormwater runoff as a potential source for groundwater/aquifer recharge for continued use of the aquifer as a water supply for drinking water. This Drainage and Aquifer Recharge Sub-element is consistent with the Conservation Element as drainage systems need to consider conservation, protection, and sage utilization of natural resources in their design.

The City has proposed an array of maintenance initiatives and Capital Improvement Projects (CIPs) focused on drainage infrastructure. Predominantly, these CIPs originated from extensive basin analyses undertaken by Professional Engineering Consultants (PEC) during the 1990s, which outlined 31 specific stormwater initiatives. These projects were designed to mitigate localized flooding, bolster flood management systems, and enhance water quality throughout the city. Ocoee has demonstrated a committed and proactive approach to executing these critical improvements.

In addition to the projects identified in City's basin studies, the City coordinates with local, regional, and State agencies to identify areas of stormwater improvements, maintenance, and aquifer recharge opportunities. Specifically, the City participates in the Orange County Municipal Separate Storm Sewer Systems (MS4) National Pollutant Discharge Elimination System (NPDES) program and the Federal Emergency Management Agency's Community Rating System (FEMA, CRS). Both of these programs help to drive stormwater policy within the City.

As growth continues in the City, the need for protection, management, and remediation of the City's water resources will increase. The City will continue to work on improvements identified in the existing basin studies and will create a new Stormwater Management Master Plan based on developing new basin specific Watershed Master Plans for all basins within the City.

The City will also continue participation and coordination with the St. Johns River Water Management District (SJRWMD), Upper Ocklawaha Basin Working Group, Wekiva River Basin Commission, Orange County, other adjacent municipalities on joint projects. The City will continue to support the implementation of projects and policies that allow for further identification of deficiencies, maintenance of existing facilities, and improvements stormwater infrastructure.

II. INVENTORY AND DATA

Environmental Setting and Natural Drainage Features. The City occupies the west-central region of Orange County, Florida, characterized as a suburban community with a diverse mix of residential neighborhoods, commercial districts, and light industrial sectors. The terrain is predominantly level, interspersed with gently rolling hills, and elevations span from below 100 feet to roughly 170 feet above mean sea level. Annual precipitation averages approximately 48

inches, with the majority concentrated during the rainy season from June through October.

Stormwater Basins. The City is located within the St. Johns River and the Upper Ocklawaha River drainage basins. Each drainage basin is further divided into sub-basins. The City drains to sixteen (16) drainage sub-basins shown on DRN Figure 1: Sub-Basin Map. Information pertinent to the drainage sub-basins is provided in DRN Table 1: City Sub-Basins.

DRN Table 1: City Sub-Basins

Sub-Basin	Sub-Basin Area (Acres)
Lake Addah ~	387.9
Lake Bennet	124.0
Lake Florence ~	946.5
Lake Good Homes/Rose Hill Lake ~	208.9
Lake Johio*	228.9
Lake Lilly/Lake Pearl*~	335.5
Lake Lotta ~	2485.1
Lake Meadow	1129.4
Lake Olympia	432.5
Lake Stanley ~	467.4
East McCormick Road ~	1213.2
West McCormick Road	1674.4
Northwest Ditch**~	1729.8
Prairie Lake ~	664.1
South Maguire ~	1063.5
Spring Lake*	465.4
Stake Lake*	910.8

* Sub-Basins with a drainage well

** Open Basin (all other sub-basins within the City are closed basins)

~ Sub-Basin with a portion of its overall area outside of the JPA

The City has carried out drainage basin studies for lakes and systems fully within its boundaries, excluding basins that straddle the city limits where the lakes are within unincorporated Orange County (i.e., Lake Stanley/Florence, Lake Lilly/Pearl, etc.). These analyses have identified deficiencies in service levels, assessed water quality conditions and trajectories, and provided summaries of recommended capital improvements to ensure compliance with the City's established standards for flood mitigation, water quality, and localized flooding improvements. Given the substantial population and development growth since the original studies, the City will update these basin assessments to identify new areas for improvements.

Flood Plains. The flood plains of Ocoee consist of depressions and lowlands adjacent to the lakes, streams, waterways. The limits of the 100-year flood plains, 500-year floodplain, and floodways within the City are delineated on the DRN Figure 2: Floodplain Base Map This map utilizes information gathered from the Flood Insurance Rate Maps (FIRM) for the City and Orange County effective September 27th 2021.

Aquifers and Soil Conditions. Aquifers are water-bearing layers of porous rock, sand or gravel. The Floridan Aquifer, where the City obtains its potable water from, is located beneath a clay confining layer known as the Hawthorne Formation. The Floridan Aquifer ranges from approximately 100 feet below ground surface to over 2000 feet deep.

DRN Figure 3: Soils Drainage Map identifies the types of soils found in the City as provided by the United States Department of Agriculture Soil Conservation Service (SCS) Soil Survey for Orange County, Florida. Also included in this Figure is the SCS hydrologic soil classifications that are identified by the letters A, B, C, and D. The "A" group soils are those soils characterized as having the highest infiltration rates, having the highest potential for aquifer recharge and have the lowest potential for surface runoff. Conversely, the "D" group soils have the lowest infiltration rates, have the highest potential for surface runoff and are often accompanied by

high groundwater levels, with little or no recharge.

SJRWMD defines the areas of the City having type "A" soils as being the "Most Effective Recharge Area". These soils average between 10 to 20 inches per year of aquifer recharge while areas of Type "C" or "D" soils average between 0 to 3 inches per year of aquifer recharge. SJRWMD has a recharge standard that specifically applies to the "Most Effective Recharge Area" of the Wekiva River Hydrologic Basin. The areas of Type "A" soils shown on the DRN Figure 3: Soils Drainage Map correlates to the areas best suited for aquifer recharge

Ocoee's Location with the Wekiva Study Area. The State of Florida implemented the Wekiva Parkway and Protection Act in 2004 which established requirements for the construction of the Wekiva Parkway (State Road 429). The Act established specific requirements for the protection of the Wekiva River system. Portions of the City are located within the Wekiva Study Area. To meet the requirements of the Wekiva Parkway and Protection Act, the City has done the following measures:

- Developed a Master Stormwater Management Plan that assesses and address existing problems and deficiencies in the community and identifies projects to meet long-range needs; utilizing the City's Stormwater Utility Fee to fund stormwater improvements.
- Identified and mapped the most effective recharge areas; shown on DRN Figure 3: Soils Drainage Map
- Identified and mapped Kasrst Features and closed topographic depressions; shown on DRN Figure 4: Karst Features/Closed Topographic Depressions
- Identified and mapped Wetlands which contain sensitive natural habitats; shown on CON Figure 1 Wetlands

Drainage Facilities and Management

Public Drainage Facilities. As of 2025, there are 87 City maintained stormwater ponds. Stormwater runoff from roadways, parking lots, buildings, and other impervious surfaces are routed to these ponds. The publicly maintained ponds help reduce flooding, supports groundwater recharge, and help remove pollutants like nitrogen and phosphorus from entering the natural waterways and waterbodies within the City.

The City's stormwater manholes and curb inlets are maintained on a rotating basis annually. The City's street sweeper runs daily routes and sweeps approximately 130 miles of roadway per annum. The City also actively improves and maintains underdrain systems, roadway swales and ditches, and exfiltration systems.

The City manages stormwater projects that not only improve stormwater conveyance and storage but also improves water quality. An example of a major drainage improvement project to help improve water quality would include Unity Park which treats stormwater runoff from approximately 40 acres of the Downtown Ocoee area. Additionally, the City has installed second generation baffle boxes which contain Bold & Gold Filtration Media in the Downtown Ocoee area as a passive means to remove pollutants such as nitrogen, phosphorus, and large floatable debris. Moreover, the City conducts water quality improvement projects that seeks to capture and inactivate pollutants within the water column such as phosperous and nitrogen.

The City seeks to improve stormwater facility management by mapping all of the stormwater infrastructure within the City in a Geographic Information System (GIS). GIS mapping will include the size, length, and material of all stormwater pipes. The City will also map all stormwater inlets, manholes, and

baffle boxes, splitter boxes and any other stormwater infrastructure. GIS layers will be provided for invert and geolocation information for all structures. Completion of this mapping will help guide current stormwater facilities management and will help govern future stormwater projects and improvements. The City seeks to complete this mapping by 2035 and is partnering with local, regional, and State agencies to fund this undertaking.

Private Drainage Facilities. As of 2025, there are over 180 privately maintained stormwater ponds with the City limits. These ponds are maintained by Homeowner Associations (HOA's), Property Owner Associations (POA's), or private business owners. Stormwater ponds which are not maintained by the City are required to be maintained by the property owner per the City's Land Development Code. While these private ponds are not maintained by the City, the City conducts inspections on all stormwater ponds with outfall pipes that are 36-inches in diameter or larger bi-annually. City inspectors contact property owners if any pond deficiencies are noted during the bi-annual inspections and provide suggestions for improvements.

The City requires all new developments that exceed five acres in construction impacts to prepare and submit a Notice of Intent (NOI) to DEP and EPA, which includes the preparation of a Storm Water Pollution Prevention Plan (SWPPP) to minimize erosion and sedimentation during construction. A Notice of Termination (NOT) will also be required upon completion of construction to transfer NPDES permit coverage to the City's MS4 permit. All construction activities under five acres that disturb soil shall have a City approved SWPPP.

The City employs NPDES inspectors to enforce implementation and compliance with the SWPPP on construction sites within the City. Enforcing these policies reduces the amount of pollutants in the City's stormwater system which in turn reduces the amount of maintenance necessary within the system that would arise without these policies.

Stormwater Drainage and Aquifer Recharge Regulations. Listed below is a list of drainage regulations enforced and adhered to in the City. This list is not to be construed as the only regulations that inform City policy; drainage policy shall be updated as new regulations are enacted.

Federal:

- Clean Water Act (CWA)
  - Section 402 - National Pollutant Discharge Elimination System (NPDES)
  - Section 208 – Areawide Waste Treatment Management
  - Section 303(d) – Impaired Waters and TMDLs
- Code of Federal Regulations (CFR) – Title 40
  - Part 122 – NPDES Permit Regulations
  - Part 131 – Water Quality Standard
- Federal Emergency Management Agency (FEMA) Regulations through participation in the National Flood Insurance Program (NFIP)

State:

- Florida Administrative Code (F.A.C.)
  - Environmental Regulations, Chapter 62
- Florida Statutes (F.S.)
  - Chapter 163 – Intergovernmental Programs
  - Chapter 166 – Municipalities
  - Chapter 373 – Florida Water Resources Act
  - Chapter 403 – Environmental Control
- St. Johns River Water Management District (SJRWMD)
  - Applicant's Handbook: Environmental Resource Permits

- Chapter 40C-4 – ERP Individual Permits
- Chapter 40C-42 – Regulation of Stormwater Management Systems

Regional:

- MS4 (Municipal Separate Storm Sewer System) NPDES permit (Permit No. FLS000011)
- Upper Ocklawaha River Basin Management Action Plan (BMAP)
- Wekiva and Rock Springs Basin Management Action Plan (BMAP)

City:

- City Engineering Standards Manual Storm Water Management Article
- City Land Development Code
- City Code of Ordinances

III. ANALYSIS

Stormwater Drainage Level of Service and Standards. The Stormwater Inventory and Data demonstrates the need for a robust framework for managing stormwater and groundwater resources. The City seeks to be proactive and utilizes a multi-faceted approach to balancing urban growth with environmental protection. The plan emphasizes dual priorities: mitigating flood risks and maintaining water quality while leveraging stormwater as a resource for recharging the Floridan Aquifer, the city's potable water source.

The City's current and recommended Level of Service (LOS) standards are comprised of the following components:

Flood Prevention. The City Code of Ordinances, Land Development Standards, and Engineering Standards Manuals contain regulations and requirements pertaining to flood prevention practices. The City does not allow structures to be constructed under the flood elevation resulting from a 100-year, 24 hour storm event of the nearest water body plus two feet. The nearest water body would include the site stormwater pond, nearby lakes, or other natural flowing water bodies. The City does not permit encroachment within the 100-year floodplain without compensating storage. Any changes to the 100-year floodplain must be approved by FEMA through the submittal of a Letter of Map Revision (LOMR)

No development shall be permitted within a designated floodway. The City utilizes the Base Flood Elevation as reported by the Federal Emergency Management Agency (FEMA) when reviewing new development plans.

The City currently participates in the National Flood Insurance Program (NFIP) Community Rating System (CRS). This program recognizes and encourages community floodplain management activities that exceed minimum NFIP standards. Participation in this system provides flood insurance premium reductions for residents in the City. The CRS uses a Class rating system to determine the discount percentage off flood insurance for residents within the Special Flood Hazard Areas (SFHS's). The City seeks to continue to improve its Class rating for its residents to become eligible for increased NFIP policy discounts. Improving the City's CRS rating will encourage policy improvements related to comprehensive floodplain management.

Land Development Standards. City standards require complete stormwater management systems to be provided for

an entire project to handle the stormwater runoff flowing onto and across a site without causing an increase of the elevation of downstream flooding and/or flooding of neighboring properties. The requirements for the stormwater management systems are contained within the City Engineering Standards which references the standards from the Florida Department of Transportation

(FDOT), the Florida Department of Environmental Protection (FDEP), and SJRWMD. In the event there are more stringent standards for stormwater management required by FDOT, FDEP, or SJRWMD, developments shall be required to utilize the more stringent standard as determined by the City.

The City uses 25-year and 100-year frequency storm events for design criteria for peak runoff, flood protection level of service, for habitable and/or insurable structures. The City requires that there be no increase of post-development runoff rate over the pre-development runoff rate for a 25-year, 24-hour storm event in open basins and be no increase of post-development runoff rate over the pre-development runoff rate for a 100-year, 24-hour storm event in closed basins. The City requires that the finished floor elevation of a structure be two-feet above the 100-year flood elevation of the nearest waterbody or stormwater management system. It is also required that all developments in closed basins provide retention of the volume produced by a 100-year, 24-hour event, which should be recovered within 14 days following the storm event. DRN Table 2: Design Storms and Discharge Conditions summarizes the required stormwater quantity criteria for the City. Discharges into closed basins shall not cause a net increase in the Base Flood Elevation estimated by FEMA. Additionally, areas with downstream flooding are defined as areas that have been observed and validated by the City Engineer or Public Works Director.

DRN Table 2. Design Storms and Discharge Conditions

Basin	Frequency/ Duration	Discharge Rates	Discharge Volumes
Open Basin	25year, 24hour event	Post25 less than or equal to Pre25	Post25 less than or equal to Pre25
Closed Basin	25year, 24hour event and 100year, 24hour event	Post25 less than or equal to Pre25 and Post100 less than or equal to Pre100	Post25 less than or equal to Pre25 and Post100 less than or equal to Pre100
Closed Basin with Downstream Flooding	25year, 24hour event and 100year, 24hour event	0cfs	0cf

Conservation, Recreation, and Recharge. The City protects and conserves floodplains to maximize natural stormwater storage areas. The City seeks to encourage stormwater management practices to that imitate natural stormwater features that will harmonize with conservation and parks and recreation standards. Stormwater pond design presents opportunities for natural flora and fauna proliferation and recreation facilities for City residents. The City encourages stormwater pond designs that are sinusoidal or curvilinear with berms large enough to accommodate recreational facilities.

DRAINAGE SUB-ELEMENT

High growth and reduced rainfall necessitate aquifer protection. Ocoee will align with FDEP and SJRWMD standards and will continue to encourage cluster development to preserve recharge spaces and monitoring potentiometric changes via USGS data.

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N.T.S.

McCormick Rd.

EAST MCCORMICK ROAD

WEST MCCORMICK ROAD

Ocoee Apopka Rd.

SR 429

Clarcona Ocoee Rd.

LAKE ADDAH

LAKE MEADOW

PRARIE LAKE

NORTHWEST DITCH

N Lakewood Ave.

LAKE STANLEY

SPRING LAKE

LAKE JOHIO

Silver Star Rd.

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W Colonial Dr.

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TROUT LAKE

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LAKE SIMS

LAKE ADDAH

LAKE MEADOW

LAKE HACKNEY

PRAIRIE LAKE

PEACH LAKE

LAKE MOXIE

SPRING LAKE

LAKE BARLOW

LAKE STANLEY

LAKE JOHIO

LAKE LUCY

STARKE LAKE

LAKE OLYMPIA

LAKE FLORENCE

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LAKE ROSE HILL

LAKE SHERWOOD

LAKE BENNET

LAKE LOTTA

LAKE LILLY

LAKE PEARL

LAKE FISCHER

LAKE WHITNEY

LAKE RHEA

LAKE MITZI

DRN Figure No. 1

Sub-Basin Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Sub-Basin Map

Legend

- JPA
- Parcel Lines
- Waterbodies
- City Boundary
- Unincorporated Territory

Basin

- EAST MCCORMICK ROAD
- LAKE ADDAH
- LAKE BENNET
- LAKE FLORENCE
- LAKE GOOD HOMES/ROSE HILL LAKE
- LAKE JOHIO
- LAKE LILLY
- LAKE LOTTA
- LAKE MEADOW
- LAKE OLYMPIA
- LAKE STANLEY
- NORTHWEST DITCH
- PRARIE LAKE
- SOUTH MAGUIRE
- SPRING LAKE
- STARKE LAKE
- WEST MCCORMICK ROAD

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DRN Figure No. 2

Floodplain Base Map

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Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Floodplain Base Map

Legend

- JPA
- Waterbodies
- Parcel Lines
- Zone 'AE' BFE
- Unincorporated Territory
- City Boundary

SFHA

Flood Zone Type

- 0.2% Flood Hazard
- 1% Flood Harard (A)
- 1% Flood Harzard (AE EL.)
- Floodway
- Ditch Stream
- Cross Section-BFE
- 101.6 Zone 'AE' BFE

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N.T.S.

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LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
STEER LAKE
LAKE WHITNEY
LAKE RHEA

DRN Figure No. 3
Soils Drainage Map

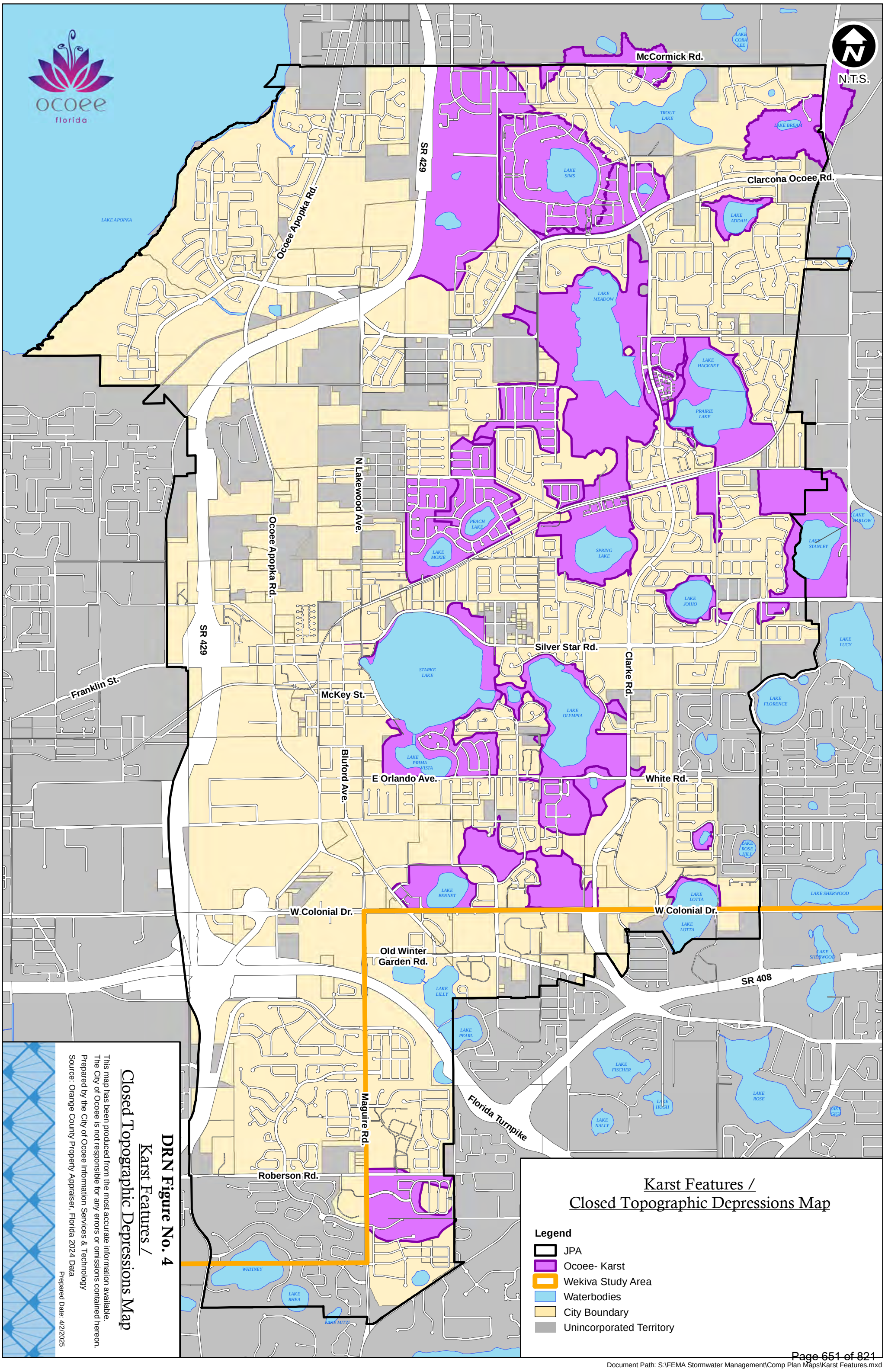
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by the City of Ocoee Information Services & Technology
Source: Orange County Property Appraiser, Florida 2024 Data
Prepared Date: 4/1/2025

Soils Drainage Map

Legend
- JPA
- Parcel Lines
- Waterbodies
- Unincorporated Orange County

NRCS Drainage Rating
- Type "A" Soil - Excessively Drained
- Type "B" Soil - Moderately Well Drained
- Type "C" Soil - Somewhat Poorly Drained / Poorly Drained
- Type "D" Soil - Very Poorly Drained
- 45 NRCS Soil Type

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DRN Figure No. 4

Karst Features /
Closed Topographic Depressions Map

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The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by the City of Ocoee Information Services & Technology
Source: Orange County Property Appraiser, Florida 2024 Data
Prepared Date: 4/2/2025

Karst Features / Closed Topographic Depressions Map

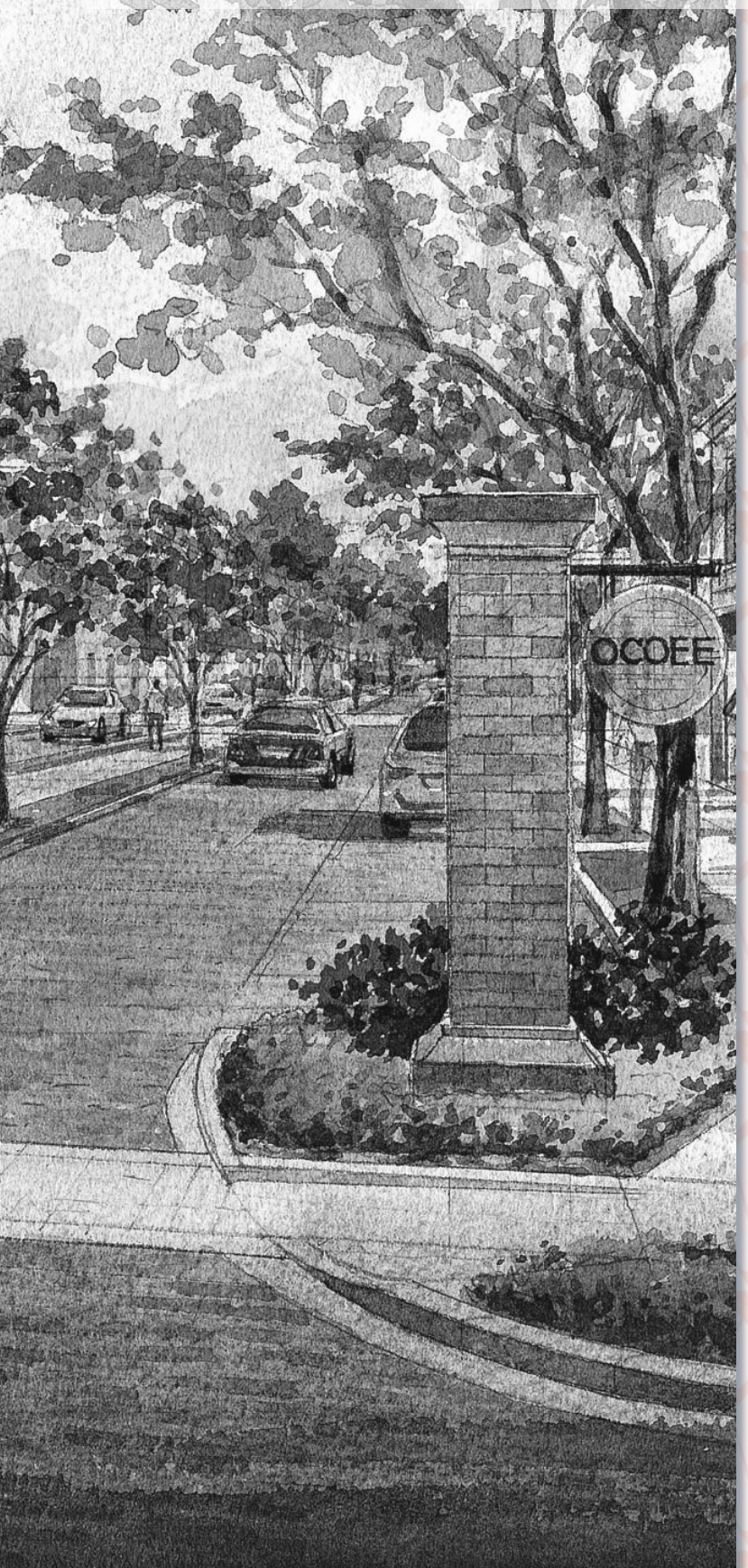
Legend

- JPA
- Ocoee- Karst
- Wekiva Study Area
- Waterbodies
- City Boundary
- Unincorporated Territory

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SAFE & CONVENIENT MOBILITY



Mobility Element

CHAPTER

4

MOBILITY ELEMENT

I. INTRODUCTION

The Transportation Element has been renamed to the Mobility Element to reflect the City's goal of providing a safe, convenient, and accessible multimodal mobility system for all mode users.

This document contains the relevant data, inventory, and analysis of transportation conditions in support of the City's Mobility Element within the Comprehensive Plan, as described in Florida Statutes (FS) 163.3177(1)(f). This information was considered in developing the Goals, Objectives, and Policies in the City's Mobility Element.

NOTE: Due to their size, all tables (except MOB Table 11) are located at the end of this Element DIA.

II. INVENTORY AND DATA

Existing Conditions. The existing conditions within the City are identified herein, including an inventory of roadways, transit service, trails, bicycle facilities, and sidewalk facilities, as well as corresponding roadway features and the corresponding number of lanes, jurisdictional responsibility, traffic volumes, functional classification, and context classification. This information was used to existing levels of service for roadways within the City.

Roadways. Ocoee is served by a network of state, county, and local roads which range from limited access principal arterials, such as SR 429, to local neighborhood streets. The existing roadway network and number of lanes of key roadways within the City are illustrated on MOB Figure 1.

Jurisdiction

The jurisdiction refers to the "ownership" and maintenance responsibility of the roadway. For example, the Florida Department of Transportation (FDOT) has the responsibility to maintain roadways within their jurisdiction and controls the access to these roads. Orange County and the City have similar responsibilities for roads within their respective jurisdictions. In addition, jurisdictional responsibilities can be transferred between FDOT, Orange County, and the City upon the parties reaching agreement regarding the transfer. The existing ownership of the key roadways within the City are displayed on MOB Figure 2.

Functional Classification

All roadways within the City are assigned a functional classification based on the agreement between FDOT, MetroPlan Orlando, and the Federal Highway Administration (FHWA), which considers input from Orange County and City of Ocoee. Functional classification is the process of streets and highways being grouped into classes or systems according to the character of service they provide. The designation of functional classification is made at least once every 10 years following the decennial Census. Five functional classification categories that are common to roads are:

- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local

The existing functional classification of roadways within the City are displayed on MOB Figure 3.

Context Classification

All roadways within the City were assigned a context classification based on the general characteristics of the adjacent land uses, development patterns, and extent of connectivity in the area. There are eight

context classification categories for non-limited access roadways as listed below and depicted in Figure 1.

- C1 - Natural
- C2 - Rural
- C2T - Rural Town
- C3R - Suburban Residential
- C3C - Suburban Commercial
- C4 - Urban General
- C5 - Urban Center
- C6 - Urban Core

Most of the key roadways within the City are classified as C3R or C3C, with some C4 in the downtown area, as shown on MOB Figure 4.

MOB Table 1 summarizes the existing number of lanes, functional classification, and context classification of the key roadways within the City.

Roadway Level of Service

Level of service (LOS) is a quantitative stratification of quality of service established in the Highway Capacity Manual. LOS is divided into six letter grades, A through F, with A describing the highest quality of comfort and least level of congestion on the roadway, and F the lowest quality of comfort and most congestion, from the traveler's perspective.

The service volume thresholds to determine LOS for the key roadways within the City were derived from the generalized service volume tables published in FDOT's 2023 Multimodal Quality/Level of Service Handbook. MOB Table 2 summarizes the generalized peak hour directional volumes for LOS of roadways, based on the context classification of the roadway.

As part of the update to the Mobility Element, the City intends to establish a LOS standard of E for all roads within the City based on Context Class.

The existing LOS standards for roadways within Ocoee are identified in MOB Table 3 and illustrated on Map 5. All roadways currently operate at LOS E or better, except for the following:

City Jurisdiction

- Maguire Road, from Park Ridge Gotha Road to Tomyn Boulevard

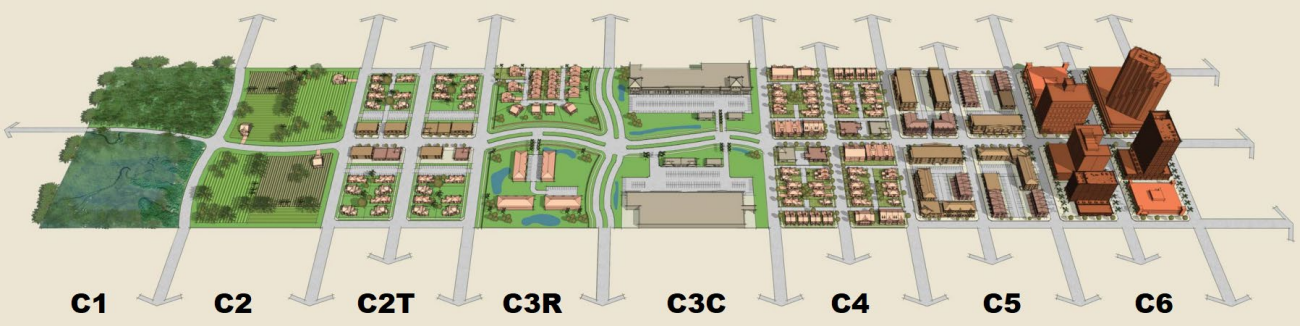
County Jurisdiction

- Good Homes Road, from SR 50 to White Road

State Jurisdiction

- SR 50, from 9th Street to SR 429

MOB Figure 1: Context Classification



Source: FDOT's 2022 Context Classification Guide

Constrained Roadways

As part of the City's update to the Mobility Element, the City does not specifically designate any roadways as constrained. Constrained roadways are roadways that will not be considered for widening to add additional through lanes of traffic due to physical, social, or political limitations/constraints. However, where City roads are physically constrained, operational improvements will be considered in lieu of roadway widening improvements in the future. For roadway segments under State or County jurisdiction, the City will coordinate with the respective agencies regarding projects to improve LOS.

Transit Service. Public transportation services are provided by LYNX, which currently serves the City with three (3) routes, as follows:

- 54 – Old Winter Garden Road
- 105 – West Colonial Drive
- 125 – Silver Star Road

LYNX also provides a transit "SuperStop" at West Oaks Mall, north of SR 50 and east of Clarke Road, which serves all three routes that run through the City.

LYNX also provides the NeighborLink flex-route service as a means of making it easier for residents living in less-populated areas to make use of both local transportation and LYNX's local bus system. NeighborLink 811 runs Monday through Sunday, has a service area generally bounded by SR 429, Clarcona Ocoee Road, Clarke Road, and Old Winter Garden Road, and serves the West Oaks Mall SuperStop, Health Central Hospital, Walmart Supercenter, Ocoee Middle School, and Ocoee High School. Riders may call at least two (2) hours in advance to arrange a pickup or may use LYNX's real-time mobile application to reserve trips and receive vehicle location alerts directly on their mobile device.

The routes are illustrated on Map 6, and the hours of service and headways are summarized in MOB Table 4.

Transit Level of Service

The criteria to determine transit quality of service for the key roadways within the City were derived from guidance published in FDOT's 2023 Multimodal Quality/Level of Service Handbook, as summarized in MOB Table 5. It is based on the scheduled service frequency.

The existing LOS for roadway segments with transit routes within the City are identified in MOB Table 6 and most currently operate at a transit LOS of D.

Bicycle and Pedestrian Facilities. The City coordinates bicycle and pedestrian planning with MetroPlan Orlando and Bike/Walk Central Florida. A majority of the City's primary and secondary streets have sidewalks on at least one side of the street, and most State and County roads have bicycle facilities on at least one side of the street. There are also several existing trails located within the City.

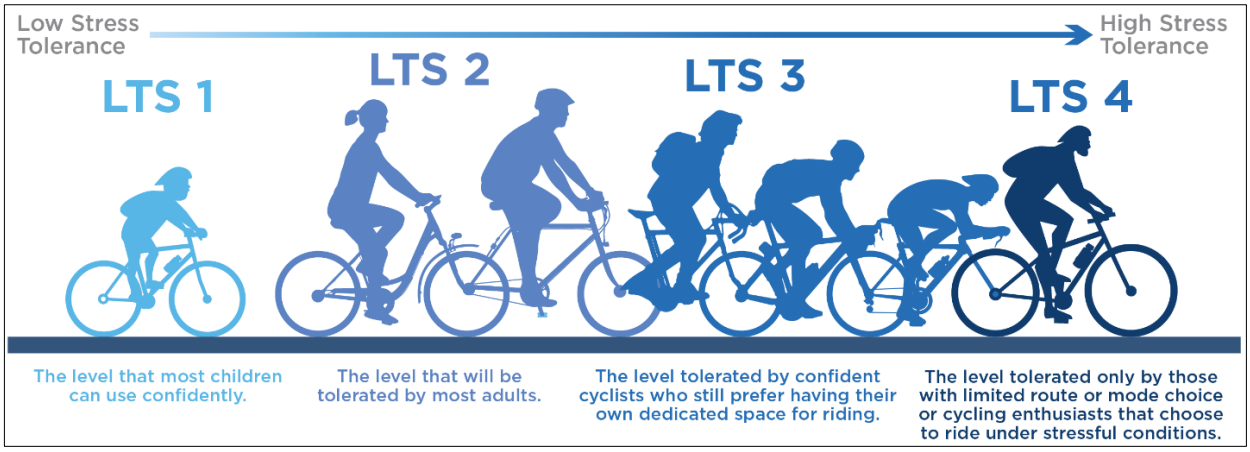
As pedestrians and bicyclists are more vulnerable mode users, the levels of service for pedestrian and bicycle facilities are classified by the level of traffic stress (LTS).

The City's existing bicycle and pedestrian facilities are identified in MOB Table 10 and illustrated in MOB Figure 7.

Bicycle Level of Service/Level of Traffic Stress

Level of traffic stress (LTS) for a bicyclist quantifies the amount of discomfort that people feel when they bicycle close to traffic, as depicted in MOB Figure 2.

MOB Figure 2: Bicycle Level of Traffic Stress



Source: FDOT's 2023 Multimodal Quality/Level of Service Handbook

The criteria to determine bicycle LTS for the key roadways within the City were derived from the LTS flow charts published in FDOT's 2023 Multimodal Quality/Level of Service Handbook, as summarized in MOB Tables 7 and 8.

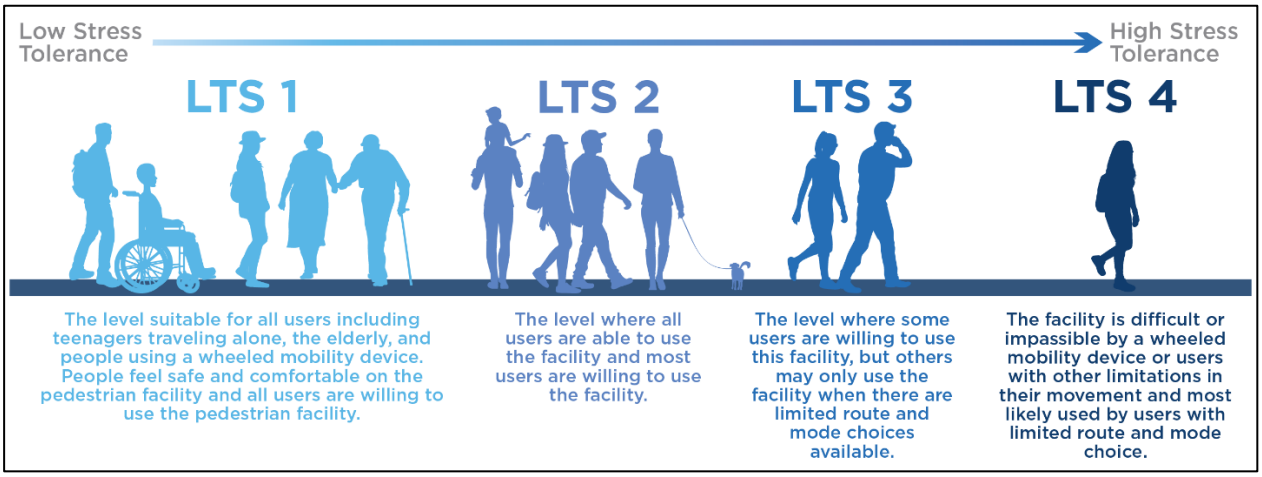
Most roads currently operate with a bicycle LTS of 2 or 4. As part of the City's update to the Mobility Element, the City intends to establish a bicycle LTS standard of 2 for collector and arterial roadways.

Pedestrian Level of Traffic Stress

Similar to bicycle LTS, pedestrian LTS quantifies the amount of discomfort that people feel when they walk along a road, as depicted in Figure 3.

The criteria to determine pedestrian LTS for the key roadways within the City were derived from the LTS flow charts published in FDOT's 2023 Multimodal Quality/Level of Service Handbook, as summarized in MOB Table 9.

MOB Figure 3: Pedestrian Level of Traffic Stress



Source: FDOT's 2023 Multimodal Quality/Level of Service Handbook

Most roads in Ocoee currently operate with a pedestrian LTS of 3 or 4. As part of the City's update to the Mobility Element, the City intends to establish a pedestrian LTS standard of 2 for collector and arterial roadways.

Trends

Population. Based on data provided by the Bureau of Economic and Business Research (BEBR), the 2023 population of Orange County is estimated to be 1,492,951 (see MOB Table 11). Orange County is projected to experience annual growth rates ranging from 0.14% to 2.36% between 2023 and 2045.

MOB Table 11: Population Projections

County	BEBR Pop Estimate Apr 1, 2023	BEBR Population Projections (April 1) Range	2045	Projected Annual Growth Rate Range	2045
Orange	1,492,951	Low	1,531,600	Low	0.11%
		Medium	1,926,600	Medium	1.26%
		High	2,321,500	High	2.41%

Historic Traffic Volumes. Historic traffic volumes were obtained from FDOT and Orange County for the key roadways within the City. 5-year historic traffic trends were calculated where sufficient data was available.

MOB Table 12 summarizes the annual growth rates calculated based on the FDOT and Orange County historic traffic counts.

Travel Demand Model Review. The base travel demand modeling to support the Mobility Element was the latest FDOT District Five Central Florida Regional Planning Model (CFRPM), version 7, which includes a 10-county area, from Flagler County to the north, Osceola County to the south, Sumter County to the west and Brevard County to the east. The model divides the region into thousands of traffic analysis zones (TAZs), which do not follow jurisdictional boundaries. Ocoee is represented by 72 TAZs, including TAZs that are entirely within and partially within the City's jurisdictional limits.

The primary socioeconomic data that drives the model include population (by single family and multi-family households), dwelling units (by single family and multi-family units), and employment (grouped by commercial, service, and industrial). School enrollment and hotels are also included in the model socio-economic data and are considered in developing traffic forecasts.

The model was developed by FDOT District Five and calibrated to 2015 conditions, using census data for population and actual traffic counts for that year. Employment and other data were obtained from various sources. The 2025 model interim year was used to represent existing (2023) conditions. The model horizon year is 2045. The review of the travel demand model focused on the model horizon year of 2045 for reasonableness in reflecting anticipated development levels for the City.

Future Development Levels

Based on the BEBR data, from 2023 to 2045, Orange County's population is projected to increase by 1.25% using BEBR medium forecast and by 2.36% using BEBR high forecast. Residential developments that have been recently approved, constructed, or likely to be constructed by 2045 were identified for each TAZ within the City. The estimated 2045 dwelling units in the model within the City are 18,500 single family units and 6,600 multi-family units (an increase of 3,100 or 16.7% and 2,900 or 43.9%, respectively, from 2025). After

accounting for likely occupancy rates, the 2045 population in the model within the City is 70,600 (a 22% increase over 2025).

Non-residential developments that have been recently approved, constructed, and likely to be constructed by 2045 were also identified for each TAZ within the City. The estimated increase from 2025 to 2045 in the model by development type is 1.36 million square feet of additional commercial development (translating to approximately 3,400 additional commercial employees), 2.80 million square feet of additional service development (translating to approximately 11,200 additional service employees) and 1.15 million square feet of additional industrial development (translating to approximately 2,300 additional industrial employees). These levels of development appear to represent conservative levels of development in Ocoee by 2045.

Traffic Forecasts

The travel demand model was reviewed for its accuracy in replicating 2025 (2023) conditions. There was a wide range in accuracy in replicating 2023 traffic volumes on the key roadways within the City. This is common performance for large urban models which are developed to evaluate regional needs.

In an effort to capture the value of the model in projecting the impacts of future growth, without being affected by any inaccuracies in replicating existing conditions, growth rates were calculated based only on the growth in traffic on each roadway (i.e., only the change in model traffic volumes between the 2025 and 2045 model scenarios). The model growth rates are summarized MOB Table 12.

Projected Growth Rates. After considering BEBR growth rates, historic growth rates, and projected model growth rates, the growth rates to be used in projecting future conditions were identified and are also shown in MOB Table 12. Generally, an annual growth rate between 1.26% and 2.41% per year was applied to all roadway segments.

III. ANALYSIS

Future Conditions

Planned Improvements. As part of the Mobility Element update, planned improvements for transit, bicycle, pedestrian, and roadway facilities were evaluated to assess the City's ability to meet mobility needs.

Transit Improvements

Based on the LYNX Transit Development Plan (TDP) Major Update, dated September 2022, there are no new routes planned to provide or increase transit facilities serving the City.

However, LYNX identified SR 50 as a high-capacity corridor and Silver Star Road as a primary corridor for inclusion in its 10-year service plan. High-capacity and primary corridor improvements are envisioned to consist of high-quality transit features including walk-up stations, community stations, enhanced facility connections and access, signal timing and coordination, transit signal priority, dedicated transit lanes, and park and ride facilities.

The City supports the implementation of transit priority along transit routes to facilitate efficient transit service for current and future residents.

Bicycle and Pedestrian Improvements

The City reviewed opportunities to further expand the planned trail network, close gaps between existing trails, and ensure connection to trails in other jurisdictions. Furthermore, the City reviewed possible locations for additional planned trail corridors for inclusion in the Trails Master Plan. The

planned bicycle and pedestrian improvements are illustrated on MOB Figure 8.

Roadway Improvements

By 2034, the following roadway improvements are planned to be completed:

- Apopka Vineland Road, from AD Mims Road to Clarcona Ocoee Road
  - Widen from 2 to 6 lanes
- Fullers Cross Road, from Ocoee Apopka Road to Lakewood Avenue
  - Widen from 2 to 3 lanes
- Lakewood Avenue, from Fullers Cross Road to Clarcona Ocoee Road
  - Realignment and local connectivity improvements
  - Increase functional classification of facility from major collector to minor arterial
- Maine Street, from Maguire Road to Blackwood Avenue
  - New 2-lane facility
- Ocoee Crown Point Parkway, from E Crown Point Road to Stonegate Drive
  - New 2-lane facility
- Ocoee Apopka Road, from SR 438 (Franklin Street) to McCormick Road
  - Widen from 2 to 4 lanes
- Old Winter Garden Road, from SR 50 to Maguire Road
  - New 2-lane facility

The planned 2034 roadway network and number of lanes are illustrated on MOB Figure 9.

By 2045, the following additional roadway improvements are planned to be completed:

- Bowness Avenue, between SR 438 (Franklin Street) and SR 438 (Silver Star Road)
  - Realignment with a curve to provide continuous movement/redirect flow of traffic for SR 438
- Lakewood Avenue, from Rewis Street to Fullers Cross Road
  - Widen from 2 to 3 lanes
- Palm Drive, from Pine Street to Ocoee Apopka Road
  - Widen from 2 to 4 lanes
- Palm Drive at Ocoee Apopka Road
  - Realignment
- SR 438 (Franklin Street) from E Crown Point Road to Bowness Avenue
  - Widen from 2 to 4 lanes
- SR 438 (Silver Star Road), from Bluford Avenue to Clarke Road
  - Widen from 2 to 4 lanes
- Tomyn Road, from Warrior Road to Maguire Road
  - Widen from 2 to 4 lanes
- Windermere Road, from Roberson Road to Warrior Road
  - Widen from 2 to 4 lanes
- Florida Turnpike, from Gotha Road to SR 50
  - Widen to 10 lanes

The planned 2045 roadway network and number of lanes are illustrated on MOB Figure 10.

2034 Conditions. In accordance with Florida Statutes, an evaluation of the 10-year planning horizon was conducted. The results of that evaluation are provided herein.

Transit Level of Service

The future 2034 LOS for roadway segments with transit routes within the City are identified in MOB Table 13, and most are projected to operate at a transit LOS of D.

Bicycle and Pedestrian Level of Traffic Stress

The future 2034 LTS for most bicycle and pedestrian facilities in Ocoee are projected to operate at a bicycle LTS of 2 or 4 and pedestrian LTS of 3 or 4. MOB Table 14 details the 2034 Bicycle and Pedestrian LTS within the city.

Roadway Level of Service

Year 2034 conditions were projected using the growth rates identified in MOB Table 12. The resulting roadway LOS are summarized in MOB Table 15 and illustrated on Map 11.

All roadways are projected to operate at LOS E or better, except for the following:

City Jurisdiction:

- Clarke Road, from White Road to SR 438 (Silver Star Road)
- Maguire Road, from Park Ridge Gotha Road to SR 50
- Old Winter Garden Road, from Bluford Avenue to Hempel Avenue

County Jurisdiction:

- Clarcona Ocoee Road, from SR 429 to Lakewood Avenue
- Good Homes Road, from Old Winter Garden Road to SR 408
- Good Homes Road, from SR 50 to White Road
- Old Winter Garden Road, from Hempel Avenue to Good Homes Road

State Jurisdiction:

- SR 50, from 9th Street to Clarke Road

No specific improvements are planned to address these deficiencies; however, the City will continue to implement pedestrian and bicycle improvements to support these modes of transportation in an effort to provide improved mobility throughout the City.

2045 Conditions. In accordance with Florida Statutes, an evaluation of the 20-year planning horizon was conducted. The results of that evaluation are provided herein.

Transit Level of Service

The future 2045 LOS for roadway segments with transit routes within the City are identified in MOB Table 16, and most are projected to operate at a transit LOS of D.

Bicycle and Pedestrian Level of Traffic Stress

The future 2045 LTS for most bicycle and pedestrian facilities within the City are projected to operate with a bicycle LTS of 2 or 4 and pedestrian LTS of 3 or 4. The 2045 Bicycle and Pedestrian LTS are identified in MOB Table 17. As previously indicated, the City's goal is to bring pedestrian and bicycle LTS to 2.

Roadway Level of Service

Year 2045 conditions were projected using the growth rates identified in MOB Table 12. The resulting roadway LOS are summarized in MOB Table 18 and illustrated on Map 12.

All roadways are projected to operate at LOS E or better, except for the following:

City Jurisdiction:

- Clarke Road, from White Road to SR 438 (Silver Star Road)
- Maguire Road, from Park Ridge Gotha Road to SR 50
- Maguire Road, from Marshall Farms Road to Kissimmee Avenue
- Old Winter Garden Road, from Maguire Road to Hempel Avenue

County Jurisdiction:

- Clarcona Ocoee Road, from SR 429 to Clarke Road
- Good Homes Road, from Old Winter Garden Road to SR 408

- Good Homes Road, from SR 50 to White Road
- Old Winter Garden Road, from Hempel Avenue to Good Homes Road

State Jurisdiction:

- Ocoee Apopka Road, from SR 438 (W Franklin Street) to SR 438 (W Silver Star Road)
- SR 438 (Silver Star Road), from Ocoee Apopka Road to Bluford Avenue
- SR 50, from 9th Street to Clarke Road
- SR 50, from Good Homes Road to Apopka Vineland Road

Future Conditions. There are no specific improvements planned to address deficiencies beyond those presented in the various transportation maps and discussed herein. However, the City will continue to seek developer contribution towards road improvements as new projects come online, through such mechanisms as easements, right-of-way dedications, proportionate share payment, or construction of needed improvements. The City will also implement pedestrian and bicycle improvements to support these modes of transportation in an effort to provide improved mobility throughout the City. Coordination between the goals and objectives of the Future Land Use Element, the Recreation and Open Space Element, and this Mobility Element will help make Ocoee a safe, connected, well-balanced, and active community where present and future residents, as well as visitors, can enjoy all stages of life.

MOB Table 1: Number of Lanes, Jurisdiction, Functional Classification, and Context Classification

Roadway Segment	From	To	No. of Lanes	Jurisdiction	Functional Classification	Context Classification
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	2	Ocoee	Minor Collector	C3R
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	2	Ocoee	Minor Collector	C3R
Adair St	Wurst Rd	Clarcona Ocoee Rd	2	Ocoee	Local	C3R
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	4	Orange	Major Collector	C3R
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	2	Orange	Major Collector	C3R
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	2	Orange	Major Collector	C3R
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	2	Orange	Major Collector	C3R
Blackwood Ave	Old Winter Garden Rd	SR 50	4	Ocoee	Local	C3C
Blackwood Ave	SR 50	Maine St	4	Ocoee	Local	C3C
Bluford Ave	Old Winter Garden Rd	SR 50	2	Ocoee	Minor Arterial	C3C
Bluford Ave	SR 50	Geneva St	2	Ocoee	Minor Arterial	C3C
Bluford Ave	Geneva St	Orlando Ave	2	Ocoee	Minor Arterial	C3C
Bluford Ave	Orlando Ave	McKey St	2	Ocoee	Minor Arterial	C3C
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	2	Ocoee	Major Collector	C4
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	2	Ocoee	Major Collector	C3R
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	2	Ocoee	Local	C3C
Clarcona Ocoee Rd	SR 429	Lakewood Ave	4	Orange	Local	C3R
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	4	Orange	Local	C3R
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	4	Orange	Local	C3R
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	4	Orange	Local	C3R
Clarke Rd	SR 50	White Rd	4	Ocoee	Major Collector	C3C
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	4	Ocoee	Major Collector	C3C
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	4	Ocoee	Major Collector	C3R
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	2	Ocoee	Major Collector	C3R
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	2	Ocoee	Major Collector	C3R
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	2	Ocoee	Local	C3R
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	2	Orange	Major Collector	C3C
E Crown Point Rd	Palm Dr	Fullers Cross Rd	2	Orange	Major Collector	C3R
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	2	Orange	Major Collector	C3R
Flewelling Ave	Rewis St	Ocoee Hills Rd	2	Ocoee	Major Collector	C3R
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	2	Orange	Major Collector	C3R
Geneva St	Maguire Rd	Bluford Ave	2	Ocoee	Major Collector	C3C
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	4	Orange	Major Collector	C3R
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	4	Orange	Major Collector	C3C
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	2	Orange	Major Collector	C3R
Good Homes Rd	Balboa Dr	White Rd	2	Orange	Major Collector	C3R
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	2	Orange	Major Collector	C3R
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	2	Ocoee	Local	C3R
Hempel Ave	Gotha Rd	Old Winter Garden Rd	2	Orange	Major Collector	C3R
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	2	Ocoee	Local	C3R
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	2	Ocoee	Local	C3R
Kissimmee Ave	Maguire Rd	McKey St	2	Ocoee	Minor Arterial	C3R
Lakewood Ave	Rewis St	Wurst Rd	2	Ocoee	Major Collector	C3R

MOB Table 1: Number of Lanes, Jurisdiction, Functional Classification, and Context Classification						
Roadway Segment	**From**	**To**	**No. of Lanes**	**Jurisdiction**	**Functional Classification**	**Context Classification**
Lakewood Ave	Wurst Rd	Fullers Cross Rd	2	Orange	Major Collector	C3R
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	2	Orange	Major Collector	C3R
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	2	Ocoee	Major Collector	C3R
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	2	Ocoee	Major Collector	C3R
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	4	Ocoee	Major Collector	C3R
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	4	Ocoee	Major Collector	C3C
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	2	Ocoee	Minor Arterial	C3C
Maguire Rd	Marshall Farms Rd	Story Rd	2	Ocoee	Minor Arterial	C3C
Maguire Rd	Story Rd	Kissimmee Ave	2	Ocoee	Minor Arterial	C3C
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	2	Ocoee	Major Collector	C3C
Maine St	Maguire Rd	Blackwood Ave	0	Ocoee	Local	
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	2	Ocoee	Major Collector	C3C
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	2	Orange	Minor Collector	C3R
McCormick Rd	Ingram Rd	Apopka Vineland Rd	2	Orange	Minor Collector	C3R
McKey St	Kissimmee Ave	Bluford Ave	2	Ocoee	Minor Arterial	C4
Montgomery Ave	Blackwood Ave	White Rd	2	Ocoee	Local	C3R
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	2	Ocoee	Local	C3R
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	2	Ocoee	Major Collector	C3R
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	2	FDOT	Major Collector	C3C
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	2	Orange	Major Collector	C3C
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	2	Orange	Major Collector	C3C
Ocoee Apopka Rd	West Rd	McCormick Rd	2	Orange	Major Collector	C3C
Old Winter Garden Rd	Maguire Rd	Bluford Ave	4	Ocoee	Minor Arterial	C3C
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	4	Ocoee	Minor Arterial	C3C
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	4	Ocoee	Minor Arterial	C3C
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	4	Orange	Minor Arterial	C3R
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	4	Orange	Minor Arterial	C3R
Orlando Ave	Bluford Ave	Montgomery Ave	2	Ocoee	Minor Collector	C3R
Palm Dr	E Crown Point Rd	Pine St	2	Ocoee	Local	C3C
Palm Dr	Pine St	Ocoee Apopka Rd	2	Ocoee	Local	C3C
Pine St	Palm Dr	N of Palm Dr	2	Ocoee	Local	C3R
Rewis St	Lakewood Ave	Flewelling Ave	2	Ocoee	Major Collector	C3R
Roberson Rd	Windermere Rd	Maguire Rd	2	Orange	Major Collector	C3R
Russell Dr	Flewelling Ave	Willow Creek Rd	2	Ocoee	Minor Collector	C3R
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	2	FDOT	Minor Arterial	C3C
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	2	FDOT	Minor Arterial	C3C
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	2	FDOT	Minor Arterial	C3C
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	2	FDOT	Minor Arterial	C3C
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	2	FDOT	Minor Arterial	C3R
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	2	FDOT	Minor Arterial	C3R
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	4	FDOT	Minor Arterial	C3R
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	4	FDOT	Minor Arterial	C3R
SR 50 (W Colonial Dr)	9th St	SR 429	6	FDOT	Principal Arterial	C3C
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	6	FDOT	Principal Arterial	C3C

MOB Table 1: Number of Lanes, Jurisdiction, Functional Classification, and Context Classification						
Roadway Segment	**From**	**To**	**No. of Lanes**	**Jurisdiction**	**Functional Classification**	**Context Classification**
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	6	FDOT	Principal Arterial	C3C
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	6	FDOT	Principal Arterial	C3C
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	6	FDOT	Principal Arterial	C3C
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	6	FDOT	Principal Arterial	C3C
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	6	FDOT	Principal Arterial	C3C
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	6	FDOT	Principal Arterial	C3C
Story Rd	9th St	Maguire Rd	2	Ocoee	Major Collector	C3C
Taylor St	Franklin St	McKey St & Kissimmee Ave	2	Ocoee	Minor Arterial	C3C
Tomyn Blvd	Warrior Rd	Maguire Rd	2	Ocoee	Major Collector	C3R
West Rd	Ocoee Apopka Rd	SR 429	4	Orange	Major Collector	C3C
White Rd	Montgomery Ave	Clarke Rd	2	Ocoee	Minor Collector	C3R
White Rd	Clarke Rd	Good Homes Rd	2	Ocoee	Minor Collector	C3R
Willow Creek Rd	Russell Dr	Wurst Rd	2	Ocoee	Local	C3R
Windermere Rd	McKinnon Rd	Roberson Rd	2	Orange	Major Collector	C3R
Windermere Rd	Roberson Rd	Warrior Rd	2	Orange	Major Collector	C3R
Wurst Rd	Lakewood Ave	Adair St	2	Orange	Minor Collector	C3R
Wurst Rd	Adair St	A.D. Mims Rd	2	Ocoee	Minor Collector	C3R

MOB Table 2: Generalized Peak Hour Directional Volumes for Roadways					
Context Classification	**Lanes (Directional)**	**LOS B**	**LOS C**	**LOS D**	**LOS E**
C3R - Suburban Residential [1, 2]	1	-	970	1,110	- [3]
	2	-	1,700	1,850	- [3]
	3	-	2,620	2,730	- [3]
C3C - Suburban Commercial [1, 2]	1	-	760	1,070	- [3]
	2	-	1,520	1,810	- [3]
	3	-	2,360	2,680	- [3]
C4 - Urban General [1, 2]	1	-	-	870	1,190
	2	-	1,210	1,790	2,020
	3	-	2,210	2,810	2,990

Notes: 1) Service volumes adjusted +5% for roadways with exclusive left turn lane(s)
2) Service volumes adjusted -10% for non-state signalized roadways
3) Volumes greater than LOS D become LOS F

MOB Table 3: 2023 Roadway Level of Service

Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	2	5712	275	0.28	C
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	2	6338	305	0.31	C
Adair St	Wurst Rd	Clarcona Ocoee Rd	2	5704	275	0.28	C
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	4	15764	759	0.46	C
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	2	15968	769	0.77	C
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	2	10833	522	0.52	C
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	2	14911	718	0.72	C
Blackwood Ave	Old Winter Garden Rd	SR 50	4	12867	620	0.38	C
Blackwood Ave	SR 50	Maine St	4	7033	339	0.21	C
Bluford Ave	Old Winter Garden Rd	SR 50	2	7282	351	0.36	C
Bluford Ave	SR 50	Geneva St	2	11016	530	0.55	C
Bluford Ave	Geneva St	Orlando Ave	2	11016	530	0.55	C
Bluford Ave	Orlando Ave	McKey St	2	6732	324	0.34	C
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	2	8580	413	0.39	D
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	2	8568	413	0.41	C
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	2	11850	571	0.59	C
Clarcona Ocoee Rd	SR 429	Lakewood Ave	4	27363	1318	0.79	C
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	4	21829	1051	0.63	C
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	4	21829	1051	0.63	C
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	4	22075	1063	0.64	C
Clarke Rd	SR 50	White Rd	4	23780	1145	0.70	C
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	4	30816	1484	0.91	D
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	4	21368	1029	0.62	C
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	2	17126	825	0.83	C
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	2	11533	555	0.56	C
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	2	4200	202	0.20	C
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	2	8532	411	0.43	C
E Crown Point Rd	Palm Dr	Fullers Cross Rd	2	8262	398	0.40	C
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	2	10544	508	0.51	C
Flewelling Ave	Rewis St	Ocoee Hills Rd	2	1881	91	0.09	C
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	2	3867	186	0.19	C
Geneva St	Maguire Rd	Bluford Ave	2	7522	362	0.38	C
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	4	30411	1464	0.88	C
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	4	25500	1228	0.75	C
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	2	20974	1010	1.01	F
Good Homes Rd	Balboa Dr	White Rd	2	20974	1010	1.01	F
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	2	8159	393	0.39	C
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	2	1678	81	0.08	C
Hempel Ave	Gotha Rd	Old Winter Garden Rd	2	8026	386	0.39	C
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	2	2368	114	0.11	C
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	2	1711	82	0.08	C
Kissimmee Ave	Maguire Rd	McKey St	2	3009	145	0.15	C
Lakewood Ave	Rewis St	Wurst Rd	2	7481	360	0.36	C
Lakewood Ave	Wurst Rd	Fullers Cross Rd	2	7481	360	0.36	C
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	2	5712	275	0.28	C
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	2	34639	1668	1.67	F
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	2	34639	1668	1.67	F
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	4	30733	1480	0.89	C
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	4	30733	1480	0.91	D
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	2	13905	670	0.70	C
Maguire Rd	Marshall Farms Rd	Story Rd	2	13770	663	0.69	C
Maguire Rd	Story Rd	Kissimmee Ave	2	15626	752	0.78	D
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	2	13974	673	0.70	C
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	2	3315	160	0.17	C
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	2	5640	272	0.27	C
McCormick Rd	Ingram Rd	Apopka Vineland Rd	2	4803	231	0.23	C
McKey St	Kissimmee Ave	Bluford Ave	2	3264	157	0.15	D
Montgomery Ave	Blackwood Ave	White Rd	2	3033	146	0.15	C

Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	2	6422	309	0.31	C
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	2	2652	128	0.13	C
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	2	13260	638	0.60	C
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	2	11126	536	0.56	C
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	2	14688	707	0.73	D
Ocoee Apopka Rd	West Rd	McCormick Rd	2	14835	714	0.74	D
Old Winter Garden Rd	Maguire Rd	Bluford Ave	4	26763	1289	0.79	C
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	4	31619	1522	0.93	D
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	4	31619	1522	0.93	D
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	4	28560	1375	0.83	C
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	4	30585	1473	0.88	C
Orlando Ave	Bluford Ave	Montgomery Ave	2	5855	282	0.28	C
Palm Dr	E Crown Point Rd	Pine St	2	3960	191	0.20	C
Palm Dr	Pine St	Ocoee Apopka Rd	2	4140	199	0.21	C
Pine St	Palm Dr	N of Palm Dr	2	1230	59	0.06	C
Rewis St	Lakewood Ave	Flewelling Ave	2	1887	91	0.09	C
Roberson Rd	Windermere Rd	Maguire Rd	2	12770	615	0.62	C
Russell Dr	Flewelling Ave	Willow Creek Rd	2	2286	110	0.11	C
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	2	15198	732	0.68	C
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	2	13668	658	0.61	C
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	2	13668	658	0.61	C
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	2	15198	732	0.68	C
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	2	11934	575	0.52	C
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	2	15410	742	0.67	C
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	4	15810	761	0.41	C
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	4	16456	792	0.43	C
SR 50 (W Colonial Dr)	9th St	SR 429	6	56100	2701	1.01	F
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	6	52530	2529	0.94	D
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	6	52286	2518	0.94	D
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	6	45900	2210	0.82	C
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	6	50490	2431	0.91	D
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	6	52207	2514	0.94	D
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	6	34680	1670	0.62	C
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	6	35190	1694	0.63	C
Story Rd	9th St	Maguire Rd	2	9055	436	0.45	C
Taylor St	Franklin St	McKey St & Kissimmee Ave	2	3264	157	0.16	C
Tomyn Blvd	Warrior Rd	Maguire Rd	2	7956	383	0.38	C
West Rd	Ocoee Apopka Rd	SR 429	4	19588	943	0.58	C
White Rd	Montgomery Ave	Clarke Rd	2	6567	316	0.32	C
White Rd	Clarke Rd	Good Homes Rd	2	8002	385	0.39	C
Willow Creek Rd	Russell Dr	Wurst Rd	2	2286	110	0.11	C
Windermere Rd	McKinnon Rd	Roberson Rd	2	5672	273	0.27	C
Windermere Rd	Roberson Rd	Warrior Rd	2	13189	635	0.64	C
Wurst Rd	Lakewood Ave	Adair St	2	7778	375	0.38	C
Wurst Rd	Adair St	A.D. Mims Rd	2	5100	246	0.25	C

MOB Table 4: Existing Transit Service						
Route	**Weekday**		**Saturday**		**Sunday and Holiday**	
	Hours	**Headway**	**Hours**	**Headway**	**Hours**	**Headway**
54 – Old Winter Garden Road	5:30 AM – 8:00 PM	1 Hr.	5:30 AM – 8:00 PM	1 Hr.	None	N/A
105 – West Colonial Drive	5:00 AM – 11:30 PM	30 Min.	5:00 AM – 11:30 PM	30 Min.	5:00 AM – 10:00 PM	1 Hr.
125 – Silver Star Road	4:30 AM – 1:30 AM	30 Min.	4:30 AM – 1:30 AM	30 Min.	5:00 AM – 10:30 PM	1 Hr.
811 - NeighborLink	5:30 AM – 7:30 PM	1 Hr.	5:30 AM – 7:30 PM	1 Hr.	None	N/A

MOB Table 5: Transit Level of Service Thresholds						
	LOS A	**LOS B**	**LOS C**	**LOS D**	**LOS E**	**LOS F**
Service Frequency (vehicles/hour)	Greater than 6	5-6	3-4	2	1	Less than 1
Headway (minutes)	Less than 10	10-14	15-20	21-30	31-60	Greater than 60
Description	Passengers do not need schedules	Frequent service, passengers consult schedules	Maximum desirable time to wait if transit vehicle missed	Service unattractive to choice riders	Service unavailable during hour	Service unattractive to all riders

MOB Table 6: 2023 Transit Level of Service			
Segment	**From**	**To**	**Transit LOS**
Blackwood Ave	Old Winter Garden Rd	SR 50	D
Bluford Ave	Old Winter Garden Rd	SR 50	E
Clarke Rd	SR 50	White Rd	D

MOB Table 6: 2023 Transit Level of Service			
Segment	**From**	**To**	**Transit LOS**
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	C
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	D
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	D
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	D
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	D
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	C
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	C
SR 50 (W Colonial Dr)	9th St	SR 429	A
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	D
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	D
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	D
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	D
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	D
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	D
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	D
Story Rd	9th St	Maguire Rd	D

MOB Table 7: Bicycle Level of Traffic Stress Thresholds When Bicycle Facility Present						
	LTS 1		**LTS 2**		**LTS 3**	**LTS 4**
Posted Speed (mph)	30 or less		30 or less	35	35	40+
AADT	<7,000	>7,000	--	--	--	--
Bicycle Lane Characteristics	--	6' or greater	Less than 6'	Buffered	Not Buffered	--

Notes: 1) If bicycle lane width is less than listed, increase LTS by 1.
2) If bicycle lane is not continuous along entire segment, increase LTS by 1.

MOB Table 8: Bicycle Level of Traffic Stress Thresholds When Bicycle Facility Not Present						
	LTS 1	**LTS 2**		**LTS 3**	**LTS 4**	
Posted Speed (mph)	--	25 to 30	35+	25 to 30	25 to 30	35+

Vehicular Travel Lanes	--	Up to 3	--	Up to 3	4 or more	--
Land Use	--	Residential	--	Commercial or Industrial	--	--
AADT	--	--	<3,000	--	--	3,000+

MOB Table 9: Pedestrian Level of Traffic Stress Thresholds

	LTS 1	LTS 2		LTS 3		LTS 4	
Sidewalk Coverage	Continuous	Continuous		Continuous		Continuous	Not continuous
Posted Speed (mph)	25	25	30 to 35	30 to 35	40+	40+	--
Separation from Traffic[1]	Yes	No	Yes	No	Yes	No	--

Notes: 1) If vertical separation is present, reduce LTS by 1.
2) This analysis is conducted for each side of the road. If continuous sidewalk coverage is provided only on one side of the road, increase LTS by 2.

MOB Table 10: 2023 Bicycle and Pedestrian Level of Traffic Stress

Segment	From	To	Bike LTS	Ped LTS
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	4	4
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	4	4
Adair St	Wurst Rd	Clarcona Ocoee Rd	2	4
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	4	4
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	4	4
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	4
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	4	4
Blackwood Ave	Old Winter Garden Rd	SR 50	3	4
Blackwood Ave	SR 50	Maine St	4	4
Bluford Ave	Old Winter Garden Rd	SR 50	4	2
Bluford Ave	SR 50	Geneva St	`4	4
Bluford Ave	Geneva St	Orlando Ave	4	4

MOB Table 10: 2023 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
Bluford Ave	Orlando Ave	McKey St	4	4
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	3	2
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	3	2
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	3	4
Clarcona Ocoee Rd	SR 429	Lakewood Ave	4	3
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	4	4
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	4	3
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	4	3
Clarke Rd	SR 50	White Rd	4	4
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	4	3
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	4	3
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	4	4
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	4
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	4	4
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	4	4
E Crown Point Rd	Palm Dr	Fullers Cross Rd	4	4
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	4	4
Flewelling Ave	Rewis St	Ocoee Hills Rd	2	3
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	4	4
Geneva St	Maguire Rd	Bluford Ave	3	4
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	4	4
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	4	4
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	4	4
Good Homes Rd	Balboa Dr	White Rd	4	4
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	4	4
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	2	4
Hempel Ave	Gotha Rd	Old Winter Garden Rd	4	4
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	2	4
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	2	4
Kissimmee Ave	Maguire Rd	McKey St	4	4
Lakewood Ave	Rewis St	Wurst Rd	2	4
Lakewood Ave	Wurst Rd	Fullers Cross Rd	2	4
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	-	-
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	4	3

MOB Table 10: 2023 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	4	3
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	4	2
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	4	2
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	4	4
Maguire Rd	Marshall Farms Rd	Story Rd	4	4
Maguire Rd	Story Rd	Kissimmee Ave	4	4
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	4	4
Maine St	Maguire Rd	Blackwood Ave	1	4
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	4	4
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	4	4
McCormick Rd	Ingram Rd	Apopka Vineland Rd	4	4
McKey St	Kissimmee Ave	Bluford Ave	2	1
Montgomery Ave	Blackwood Ave	White Rd	2	4
Ocoee Crown Point Pkwy	E Crown Point Rd	Stonegate Dr	-	-
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	2	4
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	2	3
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	4	4
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	4	4
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	4	4
Ocoee Apopka Rd	West Rd	McCormick Rd	4	4
Old Winter Garden Rd	SR 50	Maguire Rd	-	-
Old Winter Garden Rd	Maguire Rd	Bluford Ave	3	2
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	3	2
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	3	2
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	4	3
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	4	3
Orlando Ave	Bluford Ave	Montgomery Ave	2	2
Palm Dr	E Crown Point Rd	Pine St	4	4
Palm Dr	Pine St	Ocoee Apopka Rd	4	4
Pine St	Palm Dr	N of Palm Dr	2	4
Rewis St	Lakewood Ave	Flewelling Ave	2	3
Roberson Rd	Windermere Rd	Maguire Rd	4	4
Russell Dr	Flewelling Ave	Willow Creek Rd	2	3
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	3	4

MOB Table 10: 2023 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	3	4
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	3	4
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	4	4
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	4	4
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	4	4
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	4	3
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	4	3
SR 50 (W Colonial Dr)	9th St	SR 429	4	3
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	4	3
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	4	3
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	4	3
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	4	3
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	4	3
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	4	3
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	4	3
Story Rd	9th St	Maguire Rd	4	4
Taylor St	Franklin St	McKey St & Kissimmee Ave	3	4
Tomyn Blvd	Warrior Rd	Maguire Rd	4	4
West Rd	Ocoee Apopka Rd	SR 429	4	3
White Rd	Montgomery Ave	Clarke Rd	4	4
White Rd	Clarke Rd	Good Homes Rd	4	4
Willow Creek Rd	Russell Dr	Wurst Rd	2	3
Windermere Rd	McKinnon Rd	Roberson Rd	4	4
Windermere Rd	Roberson Rd	Warrior Rd	4	4
Wurst Rd	Lakewood Ave	Adair St	2	4
Wurst Rd	Adair St	A.D. Mims Rd	2	3

[MOB Table 11 is located in body of text.]

Table 12: Projected Annual Growth Rates

Segment	From	To	5-Year Historic Trend	Model Growth	BEBR Med	BEBR High	Rate Used
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	-2.02%	0.38%	1.26%	2.41%	**1.26%**
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	-0.14%	0.49%	1.26%	2.41%	**1.26%**
Adair St	Wurst Rd	Clarcona Ocoee Rd	6.38%	1.39%	1.26%	2.41%	**2.41%**
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	1.18%	0.76%	1.26%	2.41%	**1.26%**
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	0.78%	2.14%	1.26%	2.41%	**2.14%**
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	-	2.32%	1.26%	2.41%	**2.32%**
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	-	-0.09%	1.26%	2.41%	**1.26%**
Blackwood Ave	Old Winter Garden Rd	SR 50	-	-2.17%	1.26%	2.41%	**1.26%**
Blackwood Ave	SR 50	Maine St	-	4.70%	1.26%	2.41%	**2.41%**
Bluford Ave	Old Winter Garden Rd	SR 50	-0.36%	-0.32%	1.26%	2.41%	**1.26%**
Bluford Ave	SR 50	Geneva St	3.95%	1.38%	1.26%	2.41%	**2.41%**
Bluford Ave	Geneva St	Orlando Ave	3.95%	0.96%	1.26%	2.41%	**2.41%**
Bluford Ave	Orlando Ave	McKey St	0.93%	1.91%	1.26%	2.41%	**1.91%**
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	-0.42%	3.38%	1.26%	2.41%	**2.41%**
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	-1.59%	0.36%	1.26%	2.41%	**1.26%**
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	-	1.69%	1.26%	2.41%	**1.69%**
Clarcona Ocoee Rd	SR 429	Lakewood Ave	7.97%	2.39%	1.26%	2.41%	**2.41%**
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	8.81%	1.67%	1.26%	2.41%	**2.41%**
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	8.81%	1.33%	1.26%	2.41%	**2.41%**
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	1.15%	1.16%	1.26%	2.41%	**1.26%**
Clarke Rd	SR 50	White Rd	0.28%	0.37%	1.26%	2.41%	**1.26%**
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	-0.15%	0.40%	1.26%	2.41%	**1.26%**
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	0.49%	1.63%	1.26%	2.41%	**1.63%**
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	1.80%	1.57%	1.26%	2.41%	**1.80%**
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	-	1.53%	1.26%	2.41%	**1.53%**
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	-	1.06%	1.26%	2.41%	**1.26%**
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	-3.81%	1.90%	1.26%	2.41%	**1.90%**
E Crown Point Rd	Palm Dr	Fullers Cross Rd	-2.09%	1.32%	1.26%	2.41%	**1.32%**
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	-	1.17%	1.26%	2.41%	**1.26%**
Flewelling Ave	Rewis St	Ocoee Hills Rd	-1.16%	0.71%	1.26%	2.41%	**1.26%**
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	-	1.91%	1.26%	2.41%	**1.91%**
Geneva St	Maguire Rd	Bluford Ave	-	0.74%	1.26%	2.41%	**1.26%**
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	-0.05%	0.07%	1.26%	2.41%	**1.26%**
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	-2.59%	0.34%	1.26%	2.41%	**1.26%**
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	1.14%	0.51%	1.26%	2.41%	**1.26%**
Good Homes Rd	Balboa Dr	White Rd	1.14%	0.72%	1.26%	2.41%	**1.26%**
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	-1.56%	1.34%	1.26%	2.41%	**1.34%**
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	-	1.42%	1.26%	2.41%	**1.42%**
Hempel Ave	Gotha Rd	Old Winter Garden Rd	-1.57%	3.77%	1.26%	2.41%	**2.41%**
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	-6.85%	5.19%	1.26%	2.41%	**2.41%**

Table 12: Projected Annual Growth Rates

Segment	From	To	5-Year Historic Trend	Model Growth	BEBR Med	BEBR High	Rate Used
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	-	1.31%	1.26%	2.41%	**1.31%**
Kissimmee Ave	Maguire Rd	McKey St	-16.34%	4.05%	1.26%	2.41%	**2.41%**
Lakewood Ave	Rewis St	Wurst Rd	3.79%	1.72%	1.26%	2.41%	**2.41%**
Lakewood Ave	Wurst Rd	Fullers Cross Rd	3.79%	3.03%	1.26%	2.41%	**2.41%**
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	-2.27%	0.82%	1.26%	2.41%	**1.26%**
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	21.50%	0.69%	1.26%	2.41%	**2.41%**
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	21.50%	0.70%	1.26%	2.41%	**2.41%**
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	2.43%	0.93%	1.26%	2.41%	**2.41%**
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	2.43%	0.09%	1.26%	2.41%	**2.41%**
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	-0.10%	0.51%	1.26%	2.41%	**1.26%**
Maguire Rd	Marshall Farms Rd	Story Rd	1.71%	0.38%	1.26%	2.41%	**1.71%**
Maguire Rd	Story Rd	Kissimmee Ave	-0.28%	0.50%	1.26%	2.41%	**1.26%**
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	-1.80%	0.64%	1.26%	2.41%	**1.26%**
Maine St	Maguire Rd	Blackwood Ave	-	-	1.26%	2.41%	**2.41%**
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	1.61%	-0.06%	1.26%	2.41%	**1.61%**
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	6.68%	0.78%	1.26%	2.41%	**2.41%**
McCormick Rd	Ingram Rd	Apopka Vineland Rd	2.82%	0.61%	1.26%	2.41%	**2.41%**
McKey St	Kissimmee Ave	Bluford Ave	-1.21%	5.38%	1.26%	2.41%	**2.41%**
Montgomery Ave	Blackwood Ave	White Rd	-	4.38%	1.26%	2.41%	**2.41%**
Ocoee Crown Point Pkwy	E Crown Point Rd	Stonegate Dr	-	-	1.26%	2.41%	**2.41%**
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	-	-	1.26%	2.41%	**2.41%**
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	-3.46%	1.09%	1.26%	2.41%	**1.26%**
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	1.61%	2.62%	1.26%	2.41%	**2.41%**
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	2.14%	4.25%	1.26%	2.41%	**2.41%**
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	-0.28%	3.22%	1.26%	2.41%	**2.41%**
Ocoee Apopka Rd	West Rd	McCormick Rd	2.22%	4.03%	1.26%	2.41%	**2.41%**
Old Winter Garden Rd	SR 50	Maguire Rd	-	-	1.26%	2.41%	**2.41%**
Old Winter Garden Rd	Maguire Rd	Bluford Ave	-0.60%	2.12%	1.26%	2.41%	**2.12%**
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	-0.72%	0.90%	1.26%	2.41%	**1.26%**
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	-0.72%	1.27%	1.26%	2.41%	**1.27%**
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	1.89%	0.79%	1.26%	2.41%	**1.89%**
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	0.82%	0.65%	1.26%	2.41%	**1.26%**
Orlando Ave	Bluford Ave	Montgomery Ave	-0.81%	1.47%	1.26%	2.41%	**1.47%**
Palm Dr	E Crown Point Rd	Pine St	-	7.63%	1.26%	2.41%	**2.41%**
Palm Dr	Pine St	Ocoee Apopka Rd	-	7.34%	1.26%	2.41%	**2.41%**
Pine St	Palm Dr	N of Palm Dr	-	16.87%	1.26%	2.41%	**2.41%**
Rewis St	Lakewood Ave	Flewelling Ave	-0.53%	-0.59%	1.26%	2.41%	**1.26%**
Roberson Rd	Windermere Rd	Maguire Rd	-0.64%	1.03%	1.26%	2.41%	**1.26%**
Russell Dr	Flewelling Ave	Willow Creek Rd	2.07%	2.10%	1.26%	2.41%	**2.10%**
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	-4.64%	0.31%	1.26%	2.41%	**1.26%**
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	-1.43%	0.68%	1.26%	2.41%	**1.26%**
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	-1.43%	0.68%	1.26%	2.41%	**1.78%**
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	-0.79%	1.78%	1.26%	2.41%	**2.41%**

Table 12: Projected Annual Growth Rates

Segment	From	To	5-Year Historic Trend	Model Growth	BEBR Med	BEBR High	Rate Used
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	-1.63%	2.65%	1.26%	2.41%	**2.24%**
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	-0.57%	2.24%	1.26%	2.41%	**1.26%**
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	-4.68%	0.71%	1.26%	2.41%	**1.26%**
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	-	0.62%	1.26%	2.41%	**2.34%**
SR 50 (W Colonial Dr)	9th St	SR 429	2.34%	0.25%	1.26%	2.41%	**1.26%**
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	1.00%	0.31%	1.26%	2.41%	**2.41%**
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	2.46%	0.14%	1.26%	2.41%	**2.41%**
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	4.86%	0.13%	1.26%	2.41%	**2.41%**
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	3.84%	0.37%	1.26%	2.41%	**2.41%**
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	4.41%	0.36%	1.26%	2.41%	**1.86%**
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	1.86%	0.57%	1.26%	2.41%	**2.41%**
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	2.50%	0.34%	1.26%	2.41%	**1.26%**
Story Rd	9th St	Maguire Rd	-3.42%	1.21%	1.26%	2.41%	**2.41%**
Taylor St	Franklin St	McKey St & Kissimmee Ave	-1.21%	5.88%	1.26%	2.41%	**1.26%**
Tomyn Blvd	Warrior Rd	Maguire Rd	0.00%	0.25%	1.26%	2.41%	**2.41%**
West Rd	Ocoee Apopka Rd	SR 429	15.32%	2.83%	1.26%	2.41%	**1.26%**
White Rd	Montgomery Ave	Clarke Rd	-	1.23%	1.26%	2.41%	**1.26%**
White Rd	Clarke Rd	Good Homes Rd	-1.20%	0.51%	1.26%	2.41%	**2.07%**
Willow Creek Rd	Russell Dr	Wurst Rd	2.07%	2.00%	1.26%	2.41%	**2.41%**
Windermere Rd	McKinnon Rd	Roberson Rd	4.19%	2.22%	1.26%	2.41%	**2.41%**
Windermere Rd	Roberson Rd	Warrior Rd	10.54%	1.29%	1.26%	2.41%	**2.41%**
Wurst Rd	Lakewood Ave	Adair St	7.38%	1.59%	1.26%	2.41%	**1.26%**
Wurst Rd	Adair St	A.D. Mims Rd	-1.89%	0.07%	1.26%	2.41%	**2.41%**

MOB Table 13: 2034 Transit Level of Service			
Segment	**From**	**To**	**Transit LOS**
Blackwood Ave	Old Winter Garden Rd	SR 50	D
Bluford Ave	Old Winter Garden Rd	SR 50	E
Clarke Rd	SR 50	White Rd	D
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	C
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	D
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	D
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	D
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	D
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	C
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	C
SR 50 (W Colonial Dr)	9th St	SR 429	A
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	D
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	D
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	D
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	D
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	D
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	D
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	D
Story Rd	9th St	Maguire Rd	D

MOB Table 14: 2034 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	4	4
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	4	4
Adair St	Wurst Rd	Clarcona Ocoee Rd	2	4
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	4	4
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	4	4
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	4
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	4	4
Blackwood Ave	Old Winter Garden Rd	SR 50	3	4
Blackwood Ave	SR 50	Maine St	4	4
Bluford Ave	Old Winter Garden Rd	SR 50	2	2
Bluford Ave	SR 50	Geneva St	4	4
Bluford Ave	Geneva St	Orlando Ave	4	4
Bluford Ave	Orlando Ave	McKey St	4	4
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	3	2
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	3	2
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	3	4
Clarcona Ocoee Rd	SR 429	Lakewood Ave	4	3
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	4	3
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	4	3
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	4	3
Clarke Rd	SR 50	White Rd	4	4
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	4	3
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	4	3
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	4	3
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	3
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	4	4
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	4	4
E Crown Point Rd	Palm Dr	Fullers Cross Rd	4	4
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	4	4
Flewelling Ave	Rewis St	Ocoee Hills Rd	2	3
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	4	4
Geneva St	Maguire Rd	Bluford Ave	3	4
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	4	4
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	4	4
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	4	4
Good Homes Rd	Balboa Dr	White Rd	4	4

MOB Table 14: 2034 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	4	4
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	2	4
Hempel Ave	Gotha Rd	Old Winter Garden Rd	4	4
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	2	4
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	2	4
Kissimmee Ave	Maguire Rd	McKey St	4	4
Lakewood Ave	Rewis St	Wurst Rd	2	4
Lakewood Ave	Wurst Rd	Fullers Cross Rd	2	4
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	-	-
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	4	3
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	4	3
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	4	2
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	4	2
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	4	4
Maguire Rd	Marshall Farms Rd	Story Rd	4	4
Maguire Rd	Story Rd	Kissimmee Ave	4	4
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	4	4
Maine St	Maguire Rd	Blackwood Ave	1	4
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	4	4
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	4	4
McCormick Rd	Ingram Rd	Apopka Vineland Rd	4	4
McKey St	Kissimmee Ave	Bluford Ave	2	1
Montgomery Ave	Blackwood Ave	White Rd	2	4
Ocoee Crown Point Pkwy	E Crown Point Rd	Stonegate Dr	2	4
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	2	4
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	2	3
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	4	4
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	4	4
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	4	4
Ocoee Apopka Rd	West Rd	McCormick Rd	4	4
Old Winter Garden Rd	SR 50	Maguire Rd	3	2
Old Winter Garden Rd	Maguire Rd	Bluford Ave	3	2
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	3	2
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	3	2

MOB Table 14: 2034 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	4	3
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	4	3
Orlando Ave	Bluford Ave	Montgomery Ave	2	2
Palm Dr	E Crown Point Rd	Pine St	3	4
Palm Dr	Pine St	Ocoee Apopka Rd	3	4
Pine St	Palm Dr	N of Palm Dr	2	4
Rewis St	Lakewood Ave	Flewelling Ave	2	3
Roberson Rd	Windermere Rd	Maguire Rd	4	4
Russell Dr	Flewelling Ave	Willow Creek Rd	2	3
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	3	4
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	3	4
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	3	4
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	4	4
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	4	4
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	4	4
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	4	3
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	4	3
SR 50 (W Colonial Dr)	9th St	SR 429	4	3
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	4	3
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	4	3
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	4	3
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	4	3
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	4	3
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	4	3
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	4	3
Story Rd	9th St	Maguire Rd	4	4
Taylor St	Franklin St	McKey St & Kissimmee Ave	3	4
Tomyn Blvd	Warrior Rd	Maguire Rd	4	4
West Rd	Ocoee Apopka Rd	SR 429	4	3
White Rd	Montgomery Ave	Clarke Rd	4	4
White Rd	Clarke Rd	Good Homes Rd	4	4
Willow Creek Rd	Russell Dr	Wurst Rd	2	3
Windermere Rd	McKinnon Rd	Roberson Rd	4	4
Windermere Rd	Roberson Rd	Warrior Rd	4	4

MOB Table 14: 2034 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
Wurst Rd	Lakewood Ave	Adair St	2	4
Wurst Rd	Adair St	A.D. Mims Rd	2	3

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	**From**	**To**	**No. of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	2	6,558	316	0.32	C
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	2	7,276	350	0.35	C
Adair St	Wurst Rd	Clarcona Ocoee Rd	2	7,415	357	0.36	C
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	4	18,098	871	0.52	C
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	6	20,160	971	0.40	C
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	6	13,949	672	0.27	C
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	2	17,118	824	0.82	C
Blackwood Ave	Old Winter Garden Rd	SR 50	4	14,772	711	0.44	C
Blackwood Ave	SR 50	Maine St	4	9,142	440	0.27	C
Bluford Ave	Old Winter Garden Rd	SR 50	2	8,360	403	0.42	C
Bluford Ave	SR 50	Geneva St	2	14,319	689	0.72	D
Bluford Ave	Geneva St	Orlando Ave	2	14,319	689	0.72	D
Bluford Ave	Orlando Ave	McKey St	2	8,292	399	0.41	C
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	2	11,153	537	0.50	D
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	2	9,836	474	0.47	C
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	2	14,252	686	0.71	D
Clarcona Ocoee Rd	SR 429	Lakewood Ave	4	35,569	1,713	1.03	F

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	**From**	**To**	**No. of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	4	28,375	1,366	0.82	C
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	4	28,375	1,366	0.82	C
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	4	25,343	1,220	0.73	C
Clarke Rd	SR 50	White Rd	4	27,300	1,314	0.81	C
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	4	35,378	1,703	1.05	F
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	4	25,535	1,230	0.74	C
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	4	20,843	1,004	0.60	C
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	13,633	656	0.39	C
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	2	4,822	232	0.23	C
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	2	10,490	505	0.52	C
E Crown Point Rd	Palm Dr	Fullers Cross Rd	2	9,540	459	0.46	C
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	2	12,105	583	0.58	C
Flewelling Ave	Rewis St	Ocoee Hills Rd	2	2,159	104	0.10	C
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	3	4,760	229	0.23	C
Geneva St	Maguire Rd	Bluford Ave	2	8,635	416	0.43	C
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	4	34,913	1,681	1.01	F
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	4	29,275	1,410	0.87	D
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	2	24,079	1,159	1.16	F
Good Homes Rd	Balboa Dr	White Rd	2	24,079	1,159	1.16	F
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	2	9,447	455	0.46	C

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	**From**	**To**	**No. of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	2	1,959	94	0.09	C
Hempel Ave	Gotha Rd	Old Winter Garden Rd	2	10,433	502	0.50	C
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	2	3,078	148	0.15	C
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	2	1,973	95	0.10	C
Kissimmee Ave	Maguire Rd	McKey St	2	3,911	188	0.19	C
Lakewood Ave	Rewis St	Wurst Rd	2	9,724	468	0.47	C
Lakewood Ave	Wurst Rd	Fullers Cross Rd	2	9,724	468	0.47	C
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	2	6,558	316	0.32	C
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	2	45,026	2,168	2.17	F
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	2	45,026	2,168	2.17	F
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	4	39,949	1,924	1.16	F
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	4	39,949	1,924	1.18	F
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	2	15,963	769	0.80	D
Maguire Rd	Marshall Farms Rd	Story Rd	2	16,601	799	0.83	D
Maguire Rd	Story Rd	Kissimmee Ave	2	17,939	864	0.90	D
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	2	16,043	772	0.80	D
Maine St	Maguire Rd	Blackwood Ave	2	2,640	127	0.13	C
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	2	3,953	190	0.20	C
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	2	7,331	353	0.35	C
McCormick Rd	Ingram Rd	Apopka Vineland Rd	2	6,243	301	0.30	C
McKey St	Kissimmee Ave	Bluford Ave	2	4,243	204	0.19	D

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	**From**	**To**	**No. of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
Montgomery Ave	Blackwood Ave	White Rd	2	3,943	190	0.19	C
Ocoee Crown Point Pkwy	E Crown Point Rd	Stonegate Dr	2	958	46	0.05	C
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	2	8,348	402	0.40	C
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	2	3,045	147	0.15	C
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	2	17,236	830	0.78	D
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	4	14,462	696	0.43	C
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	4	19,093	919	0.56	C
Ocoee Apopka Rd	West Rd	McCormick Rd	4	19,284	929	0.57	C
Old Winter Garden Rd	SR 50	Maguire Rd	2	8,722	420	0.44	C
Old Winter Garden Rd	Maguire Rd	Bluford Ave	4	33,711	1,623	1.00	D
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	4	36,300	1,748	1.07	F
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	4	36,345	1,750	1.07	F
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	4	35,085	1,689	1.01	F
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	4	35,113	1,691	1.02	F
Orlando Ave	Bluford Ave	Montgomery Ave	2	6,873	331	0.33	C
Palm Dr	E Crown Point Rd	Pine St	2	5,148	248	0.26	C
Palm Dr	Pine St	Ocoee Apopka Rd	2	5,381	259	0.27	C
Pine St	Palm Dr	N of Palm Dr	2	1,599	77	0.08	C
Rewis St	Lakewood Ave	Flewelling Ave	2	2,166	104	0.10	C
Roberson Rd	Windermere Rd	Maguire Rd	2	14,660	706	0.71	C

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	**From**	**To**	**No. of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
Russell Dr	Flewelling Ave	Willow Creek Rd	2	2,872	138	0.14	C
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	2	17,448	840	0.79	D
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	2	15,691	756	0.71	C
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	2	15,691	756	0.71	C
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	2	18,454	889	0.83	D
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	2	15,513	747	0.67	C
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	2	19,653	946	0.85	C
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	4	18,150	874	0.47	C
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	4	18,892	910	0.49	C
SR 50 (W Colonial Dr)	9th St	SR 429	6	72,332	3,483	1.30	F
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	6	60,306	2,904	1.08	F
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	6	67,965	3,273	1.22	F
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	6	59,664	2,873	1.07	F
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	6	65,631	3,160	1.18	F
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	6	67,863	3,268	1.22	F
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	6	42,495	2,046	0.76	C
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	6	45,743	2,203	0.82	C
Story Rd	9th St	Maguire Rd	2	10,395	501	0.52	C
Taylor St	Franklin St	McKey St & Kissimmee Ave	2	4,243	204	0.21	C
Tomyn Blvd	Warrior Rd	Maguire Rd	2	9,134	440	0.44	C
West Rd	Ocoee Apopka Rd	SR 429	4	25,462	1,226	0.75	C

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	**From**	**To**	**No. of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
White Rd	Montgomery Ave	Clarke Rd	2	7,539	363	0.36	C
White Rd	Clarke Rd	Good Homes Rd	2	9,187	442	0.44	C
Willow Creek Rd	Russell Dr	Wurst Rd	2	2,863	138	0.14	C
Windermere Rd	McKinnon Rd	Roberson Rd	2	7,373	355	0.36	C
Windermere Rd	Roberson Rd	Warrior Rd	2	17,144	825	0.83	C
Wurst Rd	Lakewood Ave	Adair St	2	10,110	487	0.49	C
Wurst Rd	Adair St	A.D. Mims Rd	2	5,855	282	0.28	C

MOB Table 16: 2045 Transit Level of Service			
Segment	**From**	**To**	**Transit LOS**
Blackwood Ave	Old Winter Garden Rd	SR 50	D
Bluford Ave	Old Winter Garden Rd	SR 50	E
Clarke Rd	SR 50	White Rd	D
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	C
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	D
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	D
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	D
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	D
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	C
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	C
SR 50 (W Colonial Dr)	9th St	SR 429	A
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	D
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	D
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	D
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	D
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	D
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	D
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	D
Story Rd	9th St	Maguire Rd	D

S**MOB Table 17:** 2045 Bicycle and Pedestrian Level of Traffic Stress				
Seg	**From**	**To**	**Bike LTS**	**Ped LTS**
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	4	4
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	4	4
Adair St	Wurst Rd	Clarcona Ocoee Rd	1	3
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	4	4
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	4	4
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	4
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	4	4
Blackwood Ave	Old Winter Garden Rd	SR 50	3	4
Blackwood Ave	SR 50	Maine St	4	4
Bluford Ave	Old Winter Garden Rd	SR 50	2	2
Bluford Ave	SR 50	Geneva St	4	4
Bluford Ave	Geneva St	Orlando Ave	4	4
Bluford Ave	Orlando Ave	McKey St	3	4
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	3	2
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	1	2
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	3	4
Clarcona Ocoee Rd	SR 429	Lakewood Ave	4	3
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	4	4
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	4	3
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	4	3
Clarke Rd	SR 50	White Rd	4	4
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	4	3
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	4	3
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	4	3
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	3
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	3	4
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	4	4
E Crown Point Rd	Palm Dr	Fullers Cross Rd	4	4
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	4	4
Flewelling Ave	Rewis St	Ocoee Hills Rd	2	3
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	4	4
Geneva St	Maguire Rd	Bluford Ave	3	4
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	4	4
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	4	4
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	4	4
Good Homes Rd	Balboa Dr	White Rd	4	4

SMOB Table 17: 2045 Bicycle and Pedestrian Level of Traffic Stress				
Seg	**From**	**To**	**Bike LTS**	**Ped LTS**
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	4	4
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	2	4
Hempel Ave	Gotha Rd	Old Winter Garden Rd	2	4
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	2	4
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	2	4
Kissimmee Ave	Maguire Rd	McKey St	4	4
Lakewood Ave	Rewis St	Wurst Rd	1	4
Lakewood Ave	Wurst Rd	Fullers Cross Rd	1	4
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	2	4
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	4	3
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	4	3
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	4	2
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	4	2
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	4	4
Maguire Rd	Marshall Farms Rd	Story Rd	4	4
Maguire Rd	Story Rd	Kissimmee Ave	4	4
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	4	4
Maine St	Maguire Rd	Blackwood Ave	1	4
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	4	4
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	4	4
McCormick Rd	Ingram Rd	Apopka Vineland Rd	4	4
McKey St	Kissimmee Ave	Bluford Ave	2	1
Montgomery Ave	Blackwood Ave	White Rd	1	4
Ocoee Crown Point Pkwy	E Crown Point Rd	Stonegate Dr	2	4
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	2	4
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	2	3
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	2	4
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	4	4
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	4	4
Ocoee Apopka Rd	West Rd	McCormick Rd	4	4
Old Winter Garden Rd	SR 50	Maguire Rd	2	2
Old Winter Garden Rd	Maguire Rd	Bluford Ave	3	2
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	3	2
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	3	2

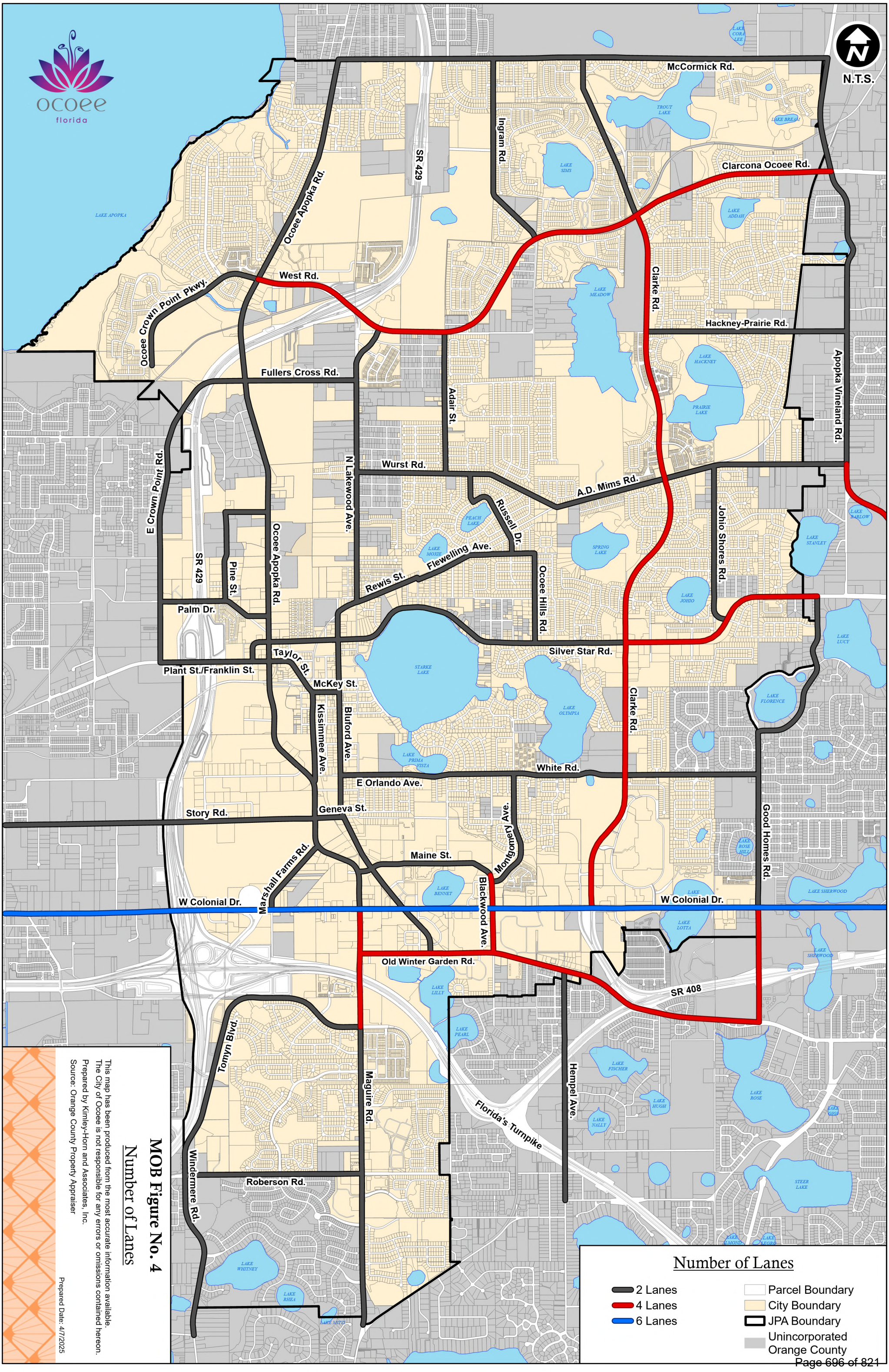
SMOB Table 17: 2045 Bicycle and Pedestrian Level of Traffic Stress				
Seg	**From**	**To**	**Bike LTS**	**Ped LTS**
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	4	3
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	4	3
Orlando Ave	Bluford Ave	Montgomery Ave	2	2
Palm Dr	E Crown Point Rd	Pine St	4	4
Palm Dr	Pine St	Ocoee Apopka Rd	4	4
Pine St	Palm Dr	N of Palm Dr	2	4
Rewis St	Lakewood Ave	Flewelling Ave	1	3
Roberson Rd	Windermere Rd	Maguire Rd	4	4
Russell Dr	Flewelling Ave	Willow Creek Rd	2	3
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	3	4
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	3	4
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	3	4
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	2	4
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	4	4
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	4	4
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	4	3
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	4	3
SR 50 (W Colonial Dr)	9th St	SR 429	4	3
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	4	3
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	4	3
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	4	3
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	4	3
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	4	3
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	4	3
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	4	3
Story Rd	9th St	Maguire Rd	4	4
Taylor St	Franklin St	McKey St & Kissimmee Ave	2	4
Tomyn Blvd	Warrior Rd	Maguire Rd	3	2
West Rd	Ocoee Apopka Rd	SR 429	4	3
White Rd	Montgomery Ave	Clarke Rd	2	4
White Rd	Clarke Rd	Good Homes Rd	2	4
Willow Creek Rd	Russell Dr	Wurst Rd	2	3
Windermere Rd	McKinnon Rd	Roberson Rd	4	4
Windermere Rd	Roberson Rd	Warrior Rd	2	4

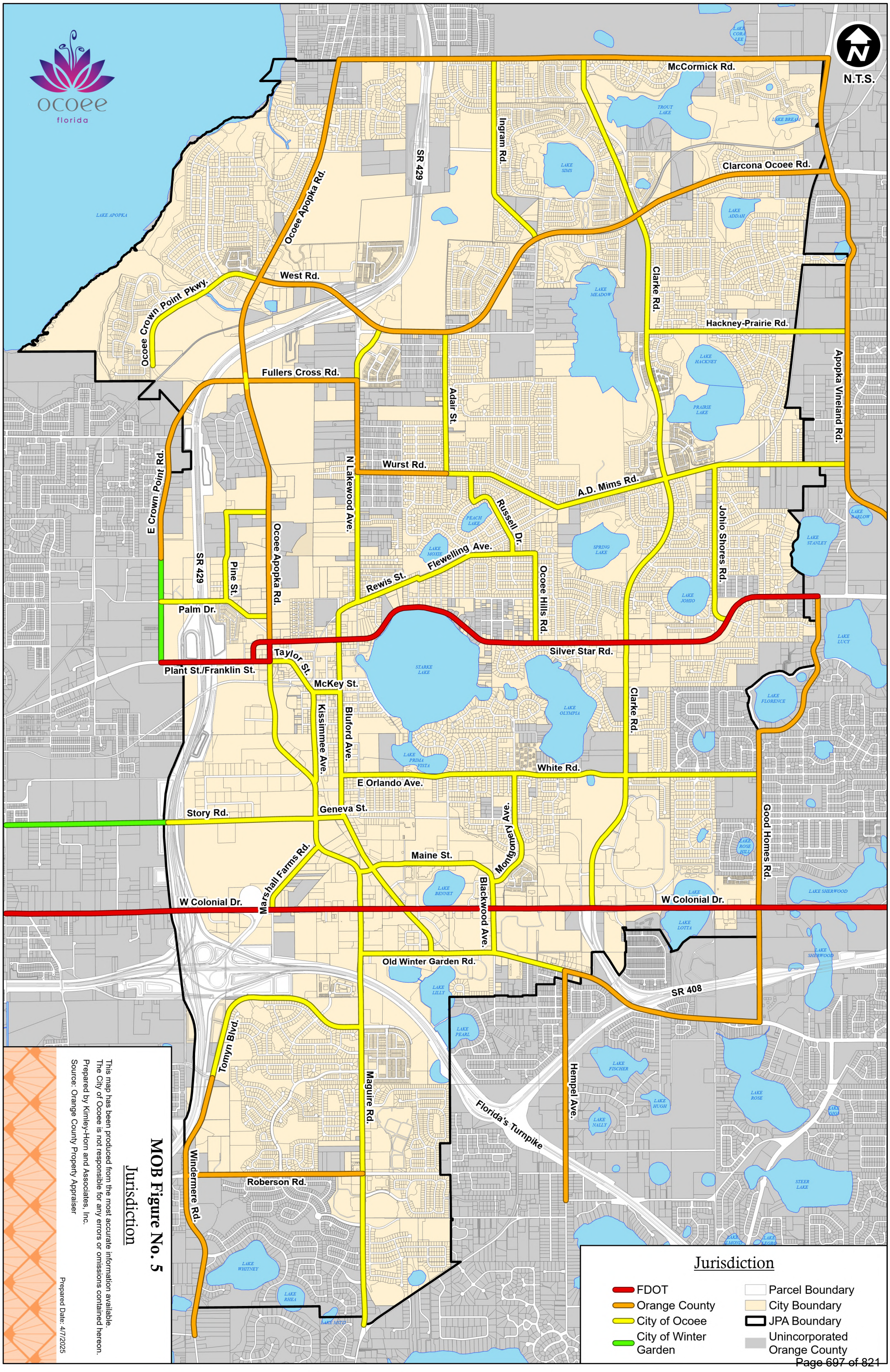
S**MOB Table 17:** 2045 Bicycle and Pedestrian Level of Traffic Stress				
Seg	**From**	**To**	**Bike LTS**	**Ped LTS**
Wurst Rd	Lakewood Ave	Adair St	1	4
Wurst Rd	Adair St	A.D. Mims Rd	1	3

MOB Table 18: 2045 Roadway Level of Service							
Roadway Segment	**From**	**To**	**Number of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
A.D. Mims Rd	Sandy Cove & Wurst Rd	Clarke Rd	2	7,528	362	0.36	C
A.D. Mims Rd	Clarke Rd	Apopka Vineland Rd	2	8,353	402	0.40	C
Adair St	Wurst Rd	Clarcona Ocoee Rd	2	9,638	464	0.46	C
Apopka Vineland Rd	SR 438 (Silver Star Rd)	AD Mims Rd	4	20,777	1,000	0.60	C
Apopka Vineland Rd	AD Mims Rd	Hackney-Prairie Rd	6	25,452	1,226	0.50	C
Apopka Vineland Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	6	17,961	865	0.35	C
Apopka Vineland Rd	Clarcona Ocoee Rd	McCormick Rd	2	19,652	946	0.95	D
Blackwood Ave	Old Winter Garden Rd	SR 50	4	16,958	817	0.50	C
Blackwood Ave	SR 50	Maine St	4	11,884	572	0.35	C
Bluford Ave	Old Winter Garden Rd	SR 50	2	9,597	462	0.48	C
Bluford Ave	SR 50	Geneva St	2	18,614	896	0.93	D
Bluford Ave	Geneva St	Orlando Ave	2	18,614	896	0.93	D
Bluford Ave	Orlando Ave	McKey St	2	10,215	492	0.51	C
Bluford Ave	McKey St	SR 438 (Silver Star Rd)	2	14,497	698	0.65	D
Bluford Ave	SR 438 (Silver Star Rd)	Lakewood Ave	2	11,292	544	0.54	C
Bowness Ave	SR 438 (Franklin St)	SR 438 (Silver Star Rd)	2	17,141	825	0.86	D
Clarcona Ocoee Rd	SR 429	Lakewood Ave	4	46,235	2,226	1.34	F
Clarcona Ocoee Rd	Lakewood Ave	Ingram Rd/Lake Meadow Rd	4	36,884	1,776	1.07	F
Clarcona Ocoee Rd	Ingram Rd/Lake Meadow Rd	Clarke Rd	4	36,884	1,776	1.07	F
Clarcona Ocoee Rd	Clarke Rd	Apopka Vineland Rd	4	29,094	1,401	0.84	C
Clarke Rd	SR 50	White Rd	4	31,341	1,509	0.93	D
Clarke Rd	White Rd	SR 438 (Silver Star Rd)	4	40,615	1,956	1.20	F
Clarke Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	4	30,515	1,469	0.88	C
Clarke Rd	A.D. Mims Rd	Hackney-Prairie Rd	4	25,366	1,221	0.73	C
Clarke Rd	Hackney-Prairie Rd	Clarcona Ocoee Rd	4	16,116	776	0.47	C
Clarke Rd	Clarcona Ocoee Rd	McCormick Rd	2	5,535	267	0.27	C
E Crown Point Rd	SR 438 (Silver Star Rd)	Palm Dr	2	12,897	621	0.64	C
E Crown Point Rd	Palm Dr	Fullers Cross Rd	2	11,015	530	0.53	C
E Crown Point Rd	Fullers Cross Rd	Ocoee Apopka Rd	2	13,897	669	0.67	C
Flewelling Ave	Rewis St	Ocoee Hills Rd	2	2,479	119	0.12	C
Fullers Cross Rd	Ocoee Apopka Rd	Lakewood Ave	3	5,859	282	0.28	C
Geneva St	Maguire Rd	Bluford Ave	2	9,914	477	0.50	C
Good Homes Rd	Old Winter Garden Rd	SR 408 (East-West Expy)	4	40,081	1,930	1.16	F
Good Homes Rd	SR 408 (East-West Expy)	SR 50 (W Colonial Dr)	4	33,608	1,618	0.99	D
Good Homes Rd	SR 50 (W Colonial Dr)	Balboa Dr	2	27,643	1,331	1.33	F
Good Homes Rd	Balboa Dr	White Rd	2	27,643	1,331	1.33	F
Good Homes Rd	White Rd	SR 438 (Silver Star Rd)	2	10,938	527	0.53	C
Hackney-Prairie Rd	Clarke Rd	Apopka Vineland Rd	2	2,288	110	0.11	C
Hempel Ave	Gotha Rd	Old Winter Garden Rd	2	13,561	653	0.65	C
Ingram Rd	Clarcona Ocoee Rd	McCormick Rd	2	4,001	193	0.19	C
Johio Shores Rd	SR 438 (Silver Star Rd)	A.D. Mims Rd	2	2,276	110	0.11	C
Kissimmee Ave	Maguire Rd	McKey St	2	5,084	245	0.25	C

MOB Table 18: 2045 Roadway Level of Service							
Roadway Segment	**From**	**To**	**Number of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
Lakewood Ave	Rewis St	Wurst Rd	3	12,641	609	0.58	C
Lakewood Ave	Wurst Rd	Fullers Cross Rd	3	12,641	609	0.58	C
Lakewood Ave	Fullers Cross Rd	Clarcona Ocoee Rd	2	7,528	362	0.36	C
Maguire Rd	Park Ridge Gotha Rd	Roberson Rd / Moore Rd	2	58,529	2,818	2.82	F
Maguire Rd	Roberson Rd / Moore Rd	Tomyn Blvd	2	58,529	2,818	2.82	F
Maguire Rd	Tomyn Blvd	Old Winter Garden Rd	4	51,929	2,500	1.50	F
Maguire Rd	Old Winter Garden Rd	SR 50 (W Colonial Dr)	4	51,929	2,500	1.53	F
Maguire Rd	SR 50 (W Colonial Dr)	Marshall Farms Rd	2	18,326	882	0.92	D
Maguire Rd	Marshall Farms Rd	Story Rd	2	20,015	964	1.00	F
Maguire Rd	Story Rd	Kissimmee Ave	2	20,595	992	1.03	F
Maguire Rd	Kissimmee Ave	SR 438 (W Franklin St)	2	18,417	887	0.92	D
Maine St	Maguire Rd	Blackwood Ave	2	3,432	165	0.17	C
Marshall Farms Rd	SR 50 (W Colonial Dr)	Maguire Rd	2	4,715	227	0.24	C
McCormick Rd	Ocoee Apopka Rd	Ingram Rd	2	9,530	459	0.46	C
McCormick Rd	Ingram Rd	Apopka Vineland Rd	2	8,116	391	0.39	C
McKey St	Kissimmee Ave	Bluford Ave	2	5,515	266	0.25	D
Montgomery Ave	Blackwood Ave	White Rd	2	5,125	247	0.25	C
Ocoee Crown Point Pkwy	E Crown Point Rd	Stonegate Dr	2	1,245	60	0.06	C
Ocoee Crown Point Pkwy	Stonegate Dr	Ocoee Apopka Rd	2	10,851	522	0.52	C
Ocoee Hills Rd	SR 438 (Silver Star Rd)	Flewelling Ave	2	3,495	168	0.17	C
Ocoee Apopka Rd	SR 438 (W Franklin St)	SR 438 (W Silver Star Rd)	2	22,405	1,079	1.01	F
Ocoee Apopka Rd	SR 438 (W Silver Star Rd)	Fullers Cross Rd	4	18,799	905	0.56	C
Ocoee Apopka Rd	Fullers Cross Rd	West Rd	4	24,818	1,195	0.73	C
Ocoee Apopka Rd	West Rd	McCormick Rd	4	25,066	1,207	0.74	C
Old Winter Garden Rd	SR 50	Maguire Rd	2	11,338	546	0.57	C
Old Winter Garden Rd	Maguire Rd	Bluford Ave	4	42,462	2,045	1.26	F
Old Winter Garden Rd	Bluford Ave	Blackwood Ave	4	41,673	2,007	1.23	F
Old Winter Garden Rd	Blackwood Ave	Hempel Ave	4	41,778	2,012	1.24	F
Old Winter Garden Rd	Hempel Ave	Citrus Oaks Ave	4	43,100	2,075	1.25	F
Old Winter Garden Rd	Citrus Oaks Ave	Good Homes Rd	4	40,310	1,941	1.17	F
Orlando Ave	Bluford Ave	Montgomery Ave	2	8,068	388	0.39	C
Palm Dr	E Crown Point Rd	Pine St	2	6,691	322	0.33	C
Palm Dr	Pine St	Ocoee Apopka Rd	2	6,995	337	0.21	C
Pine St	Palm Dr	N of Palm Dr	2	2,078	100	0.10	C
Rewis St	Lakewood Ave	Flewelling Ave	2	2,487	120	0.12	C
Roberson Rd	Windermere Rd	Maguire Rd	2	16,831	810	0.81	C
Russell Dr	Flewelling Ave	Willow Creek Rd	2	3,608	174	0.17	C
SR 438 (Plant St/Franklin St)	E Crown Point Rd	SR 429	2	20,031	964	0.53	C
SR 438 (Plant St/Franklin St)	SR 429	Bowness Ave	4	18,014	867	0.48	C
SR 438 (Plant St/Franklin St)	Bowness Ave	Ocoee Apopka Rd	4	18,014	867	0.81	D
SR 438 (Silver Star Rd)	Ocoee Apopka Rd	Bluford Ave	2	22,407	1,079	1.01	F
SR 438 (Silver Star Rd)	Bluford Ave	Ocoee-Hills Rd	4	20,165	971	0.52	C
SR 438 (Silver Star Rd)	Ocoee-Hills Rd	Clarke Rd	4	25,065	1,207	0.65	C

MOB Table 18: 2045 Roadway Level of Service							
Roadway Segment	**From**	**To**	**Number of Lanes**	**Daily Volume**	**PHPD Volume**	**PHPD V/C**	**PHPD LOS**
SR 438 (Silver Star Rd)	Clarke Rd	Johio Shores Rd	4	20,837	1,003	0.54	C
SR 438 (Silver Star Rd)	Johio Shores Rd	Good Homes Rd	4	21,689	1,044	0.56	C
SR 50 (W Colonial Dr)	9th St	SR 429	6	93,260	4,490	1.68	F
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	6	69,233	3,334	1.24	F
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	6	88,347	4,254	1.59	F
SR 50 (W Colonial Dr)	Maguire Rd	Bluford Ave	6	77,556	3,734	1.39	F
SR 50 (W Colonial Dr)	Bluford Ave	Blackwood Ave	6	85,312	4,108	1.53	F
SR 50 (W Colonial Dr)	Blackwood Ave	Clarke Rd	6	88,213	4,247	1.58	F
SR 50 (W Colonial Dr)	Clarke Rd	Good Homes Rd	6	52,071	2,507	0.94	D
SR 50 (W Colonial Dr)	Good Homes Rd	Apopka Vineland Rd	6	59,460	2,863	1.07	F
Story Rd	9th St	Maguire Rd	2	11,934	575	0.60	C
Taylor St	Franklin St	McKey St & Kissimmee Ave	2	5,515	266	0.28	C
Tomyn Blvd	Warrior Rd	Maguire Rd	4	10,486	505	0.30	C
West Rd	Ocoee Apopka Rd	SR 429	4	33,098	1,594	0.98	D
White Rd	Montgomery Ave	Clarke Rd	2	8,655	417	0.42	C
White Rd	Clarke Rd	Good Homes Rd	2	10,546	508	0.51	C
Willow Creek Rd	Russell Dr	Wurst Rd	2	3,586	173	0.17	C
Windermere Rd	McKinnon Rd	Roberson Rd	2	9,584	461	0.46	C
Windermere Rd	Roberson Rd	Warrior Rd	4	22,285	1,073	0.64	C
Wurst Rd	Lakewood Ave	Adair St	2	13,142	633	0.63	C
Wurst Rd	Adair St	A.D. Mims Rd	2	6,722	324	0.32	C


ocoee
florida
N.T.S.
McCormick Rd.
Clarcona Ocoee Rd.
Ingram Rd.
SR 429
Ocoee Apopka Rd.
West Rd.
Ocoee Crown Point Pkwy.
Clarke Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Fullers Cross Rd.
Adair St.
Wurst Rd.
A.D. Mims Rd.
N Lakewood Ave.
Russell Dr.
Johio Shores Rd.
E Crown Point Rd.
Pine St.
Flewelling Ave.
Rewis St.
Ocoee Hills Rd.
Palm Dr.
Silver Star Rd.
Taylor St.
Plant St./Franklin St.
McKey St.
Kissimmee Ave.
Bluford Ave.
White Rd.
E Orlando Ave.
Story Rd.
Geneva St.
Montgomery Ave.
Good Homes Rd.
Maine St.
Marshall Farms Rd.
W Colonial Dr.
Blackwood Ave.
Old Winter Garden Rd.
SR 408
Tomyn Blvd.
Maguire Rd.
Hempel Ave.
Florida's Turnpike
Windermere Rd.
Roberson Rd.
LAKE APOPKA
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE STANLEY
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE SHERWOOD
LAKE LOTTA
LAKE BENNET
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI
MOB Figure No. 4
Number of Lanes
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025
Number of Lanes
2 Lanes
4 Lanes
6 Lanes
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County



MOB Figure No. 5

Jurisdiction

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

MOB Figure No. 6

Existing Functional Classification

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser, FDOT

Prepared Date: 4/7/2025

N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Ocoee Apopka Rd.
SR 429
Ingram Rd.
Clarke Rd.
West Rd.
Ocoee Crown Point Pkwy.
Fullers Cross Rd.
Adair St.
E Crown Point Rd.
N Lakewood Ave.
Wurst Rd.
A.D. Mims Rd.
Russell Dr.
Johio Shores Rd.
Pine St.
Flewelling Ave.
Rewis St.
Ocoee Hills Rd.
Palm Dr.
Silver Star Rd.
Taylor St.
Plant St./Franklin St.
McKey St.
Kissimmee Ave.
Bluford Ave.
White Rd.
E Orlando Ave.
Geneva St.
Story Rd.
Good Homes Rd.
Montgomery Ave.
Maine St.
Marshall Farms Rd.
Blackwood Ave.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Tomyn Blvd.
Maguire Rd.
Hempel Ave.
Florida's Turnpike
Windermere Rd.
Roberson Rd.

TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
LAKE APOPKA
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE BARLOW
LAKE STANLEY
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE SHERWOOD
LAKE BENNET
LAKE LOTTA
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE ROSE
LAKE NALLY
LAKE GIGI
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI

Existing Functional Classification

- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

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N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Ingram Rd.
SR 429
Ocoee Apopka Rd.
West Rd.
Ocoee Crown Point Pkwy.
Clarke Rd.
Fullers Cross Rd.
Adair St.
E Crown Point Rd.
N Lakewood Ave.
Wurst Rd.
A.D. Mims Rd.
Russell Dr.
Johio Shores Rd.
Pine St.
Flewelling Ave.
Rewis St.
Ocoee Hills Rd.
Palm Dr.
Silver Star Rd.
Taylor St.
Plant St./Franklin St.
McKey St.
Kissimmee Ave.
Bluford Ave.
White Rd.
E Orlando Ave.
Story Rd.
Geneva St.
Good Homes Rd.
Montgomery Ave.
Maine St.
Marshall Farms Rd.
Blackwood Ave.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Tomyn Blvd.
Maguire Rd.
Hempel Ave.
Florida's Turnpike
Windermere Rd.
Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE BARLOW
LAKE STANLEY
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE SHERWOOD
LAKE BENNET
LAKE LOTTA
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
LAKE GIGI
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI
LAKE ALMOND
LAKE KEGRO

MOB Figure No. 7
Context Classification

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

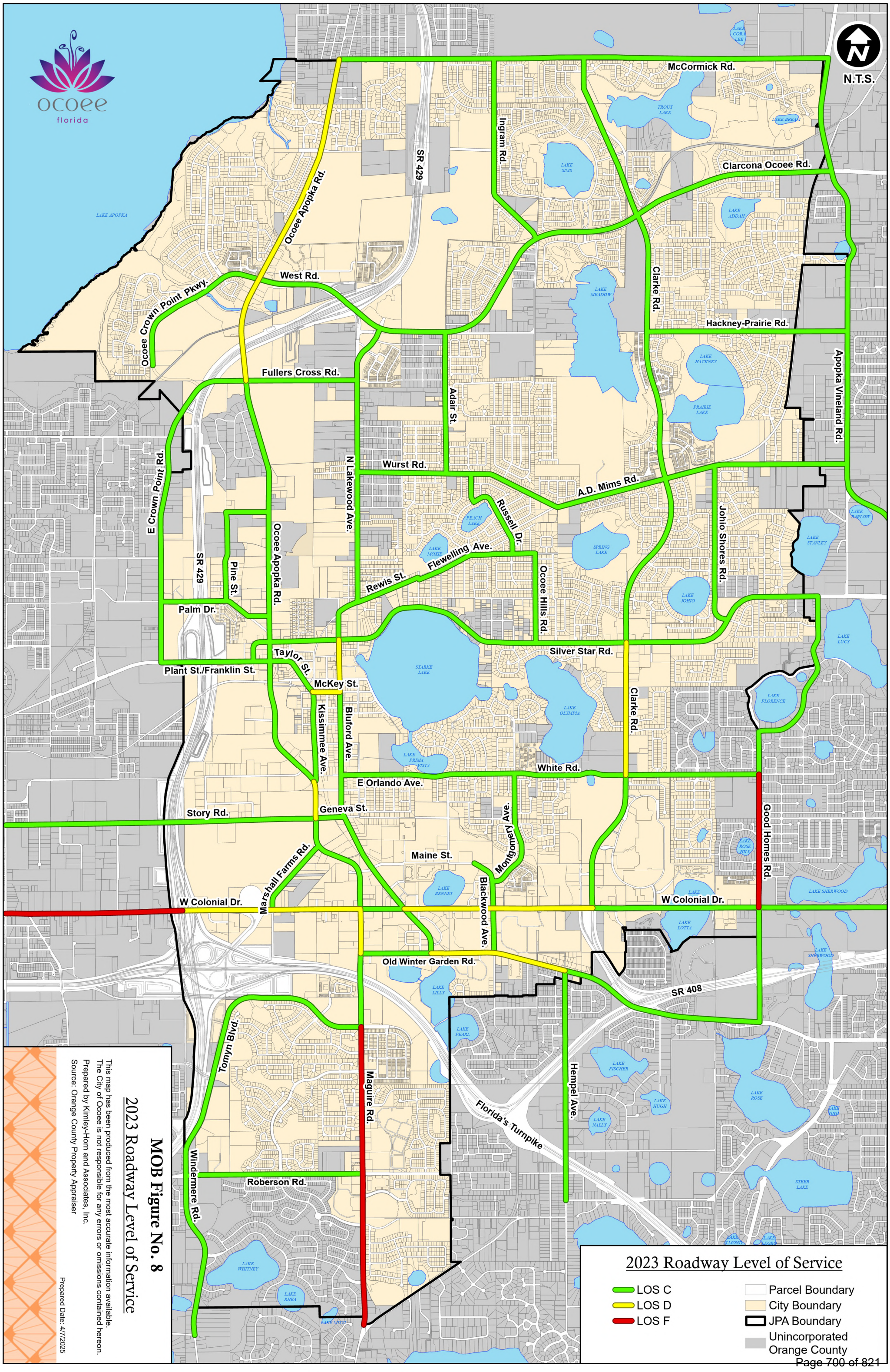
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Context Classification

- C4: Urban General
- C3C: Suburban Commercial
- C3R: Suburban Residential
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County



MOB Figure No. 8

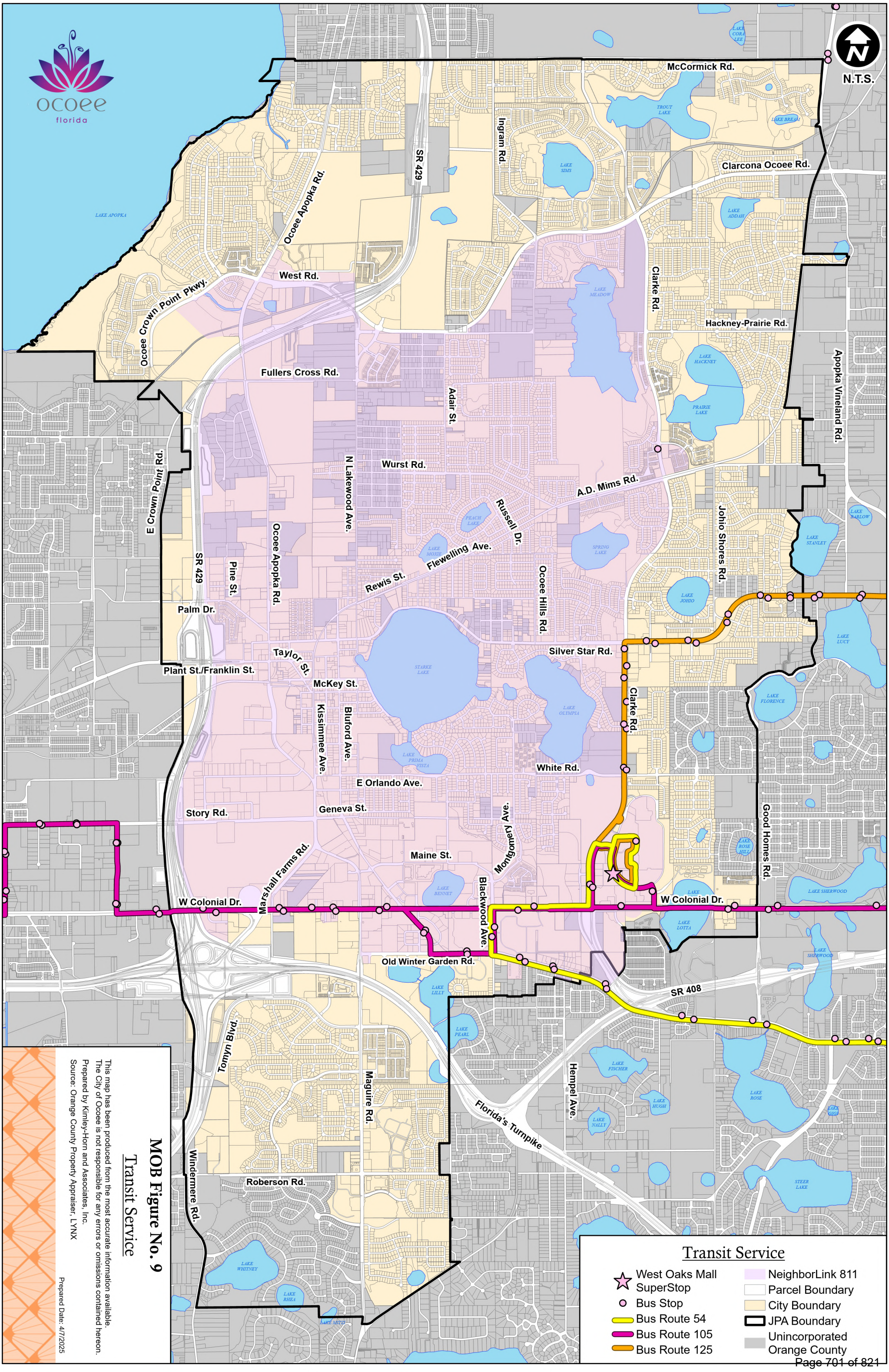
2023 Roadway Level of Service

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025


ocoee
florida
N.T.S.
McCormick Rd.
Clarcona Ocoee Rd.
Ingram Rd.
SR 429
Ocoee Apopka Rd.
West Rd.
Ocoee Crown Point Pkwy.
Fullers Cross Rd.
Clarke Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Adair St.
Wurst Rd.
N Lakewood Ave.
E Crown Point Rd.
A.D. Mims Rd.
Russell Dr.
Flewelling Ave.
Rewis St.
Pine St.
Palm Dr.
Ocoee Hills Rd.
Johio Shores Rd.
Silver Star Rd.
Taylor St.
Plant St./Franklin St.
McKey St.
Kissimmee Ave.
Bluford Ave.
White Rd.
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Story Rd.
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Montgomery Ave.
Good Homes Rd.
Maine St.
Marshall Farms Rd.
Blackwood Ave.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Tomyn Blvd.
Maguire Rd.
Hempel Ave.
Florida's Turnpike
Windermere Rd.
Roberson Rd.
LAKE APOPKA
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE JOHIO
LAKE BARLOW
LAKE STANLEY
LAKE LUCY
LAKE FLORENCE
STARKE LAKE
LAKE OLYMPIA
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE SHERWOOD
LAKE BENNET
LAKE LOTTA
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI
MOB Figure No. 9
Transit Service
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser, LYNX
Prepared Date: 4/7/2025
Transit Service
West Oaks Mall SuperStop
Bus Stop
Bus Route 54
Bus Route 105
Bus Route 125
NeighborLink 811
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County

ocoee
florida

N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Ingram Rd.
SR 429
Ocoee Apopka Rd.
West Rd.
Ocoee Crown Point Pkwy.
Clarke Rd.
Fullers Cross Rd.
Adair St.
E Crown Point Rd.
N Lakewood Ave.
Wurst Rd.
A.D. Mims Rd.
Russell Dr.
Johio Shores Rd.
Flewelling Ave.
Ocoee Hills Rd.
Pine St.
Rewis St.
Palm Dr.
Taylor St.
Silver Star Rd.
Plant St./Franklin St.
McKey St.
Kissimmee Ave.
Bluford Ave.
White Rd.
E Orlando Ave.
Story Rd.
Geneva St.
Montgomery Ave.
Good Homes Rd.
Maine St.
Marshall Farms Rd.
W Colonial Dr.
Blackwood Ave.
Old Winter Garden Rd.
SR 408
Tomyn Blvd.
Maguire Rd.
Hempel Ave.
Florida's Turnpike
Windermere Rd.
Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE BARLOW
LAKE STANLEY
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE SHERWOOD
LAKE BENNET
LAKE LOTTA
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE ROSE
LAKE NALLY
LAKE GIGI
LAKE ALMOND
LAKE KEGRO
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI

MOB Figure No. 10

Existing Bicycle and Pedestrian Facilities

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Existing Bicycle and Pedestrian Facilities

- Existing Sidewalk
- Existing Bike Lane
- Existing Trail
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

N.T.S.

Planned Bike & Ped Facility Improvements

- Existing Sidewalk
- Existing Bike Lane
- Existing Trail
- Proposed Trail
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

Apopka Vineland Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
McCormick Rd.
Clarke Rd.
Johio Shores Rd.
Good Homes Rd.
W Colonial Dr.
SR 408
A.D. Mims Rd.
Silver Star Rd.
White Rd.
Ocoee Hills Rd.
Russell Dr.
Ingram Rd.
Fleewelling Ave.
Adair St.
SR 429
Wurst Rd.
Rewis St.
Montgomery Ave.
Blackwood Ave.
Maine St.
Old Winter Garden Rd.
Hempel Ave.
Florida's Turnpike
Maguire Rd.
N Lakewood Ave.
Bluford Ave.
McKey St.
Kissimmee Ave.
E Orlando Ave.
Geneva St.
Taylor St.
Ocoee Apopka Rd.
West Rd.
Fullers Cross Rd.
Marshall Farms Rd.
Roberson Rd.
Tomyn Blvd.
Windermere Rd.
Pine St.
Palm Dr.
Plant St./Franklin St.
Story Rd.
E Crown Point Rd.
Ocoee Crown Point Pkwy.

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MOB Figure No. 11

Planned Bike & Ped Facility Improvements

This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

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N.T.S.

MOB Figure No. 12

Future (2034) Number of Lanes

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Future (2034) Number of Lanes

- 2 Lanes
- 3 Lanes
- 4 Lanes
- 6 Lanes
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

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N.T.S.

MOB Figure No. 13

Future (2045) Number of Lanes

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

Future (2045) Number of Lanes

- 2 Lanes
- 3 Lanes
- 4 Lanes
- 6 Lanes
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County

ocoee
florida

N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Ingram Rd.
SR 429
Ocoee Apopka Rd.
West Rd.
Ocoee Crown Point Pkwy.
Clarke Rd.
Fullers Cross Rd.
Adair St.
E Crown Point Rd.
N Lakewood Ave.
Wurst Rd.
A.D. Mims Rd.
Russell Dr.
Johio Shores Rd.
Pine St.
Flewelling Ave.
Rewis St.
Ocoee Hills Rd.
Palm Dr.
Silver Star Rd.
Taylor St.
Plant St./Franklin St.
McKey St.
Kissimmee Ave.
Bluford Ave.
White Rd.
E Orlando Ave.
Story Rd.
Geneva St.
Good Homes Rd.
Montgomery Ave.
Maine St.
Marshall Farms Rd.
Blackwood Ave.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Tomyn Blvd.
Maguire Rd.
Hempel Ave.
Florida's Turnpike
Windermere Rd.
Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE STANLEY
LAKE BARLOW
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE ROSE HILL
LAKE SHERWOOD
LAKE BENNET
LAKE LOTTA
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
LAKE GIGI
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI
LAKE ALMOND
LAKE KEORO

MOB Figure No. 14

2034 Roadway Level of Service

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

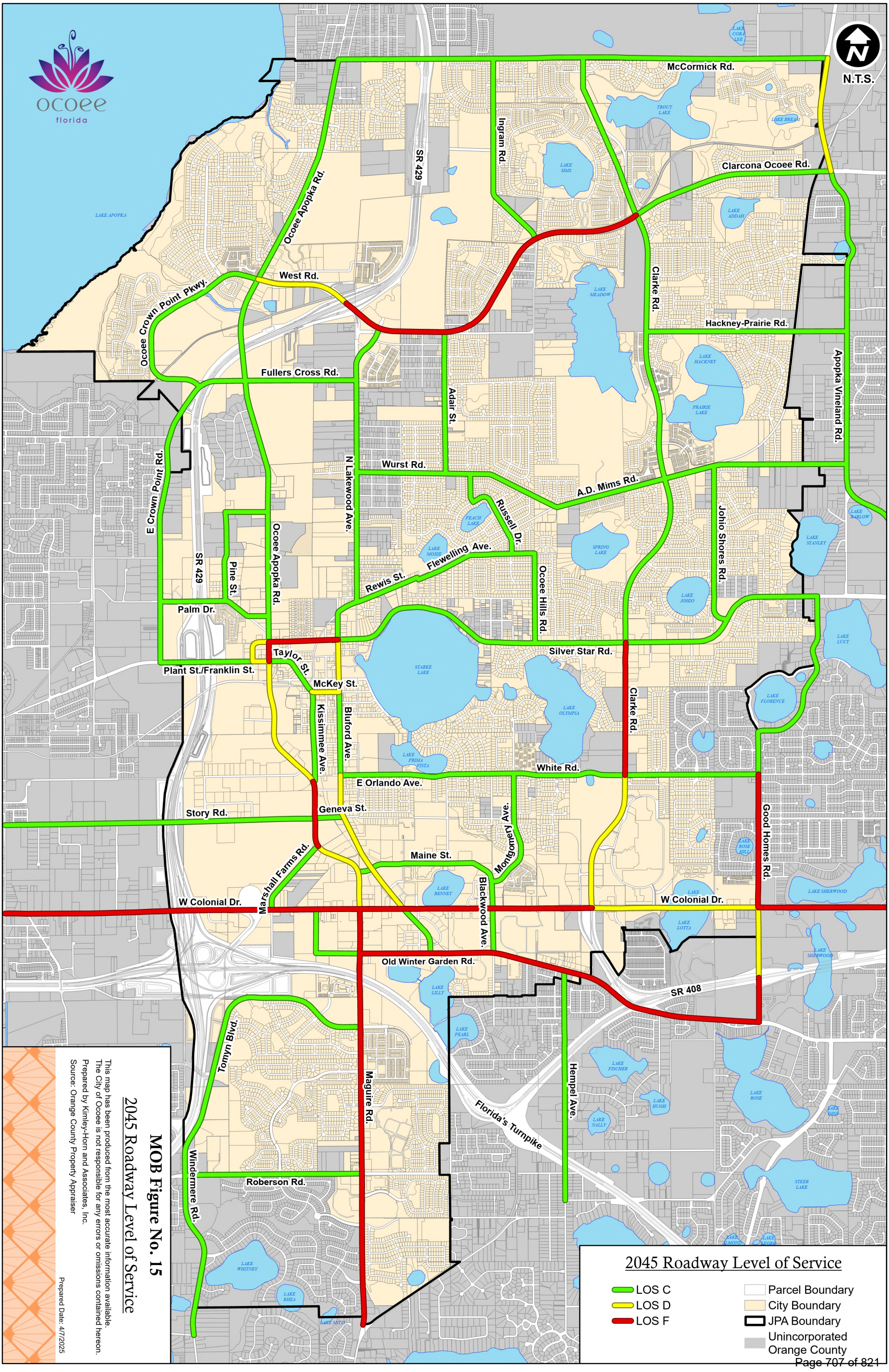
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025

2034 Roadway Level of Service

- LOS C
- LOS D
- LOS F
- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County


ocoee
florida
N.T.S.
McCormick Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
Apopka Vineland Rd.
Ingram Rd.
SR 429
Ocoee Apopka Rd.
West Rd.
Ocoee Crown Point Pkwy.
Fullers Cross Rd.
Adair St.
Clarke Rd.
LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
Wurst Rd.
A.D. Mims Rd.
N Lakewood Ave.
E Crown Point Rd.
Pine St.
Russell Dr.
Johio Shores Rd.
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE BARLOW
LAKE STANLEY
Flewelling Ave.
Rewis St.
Ocoee Hills Rd.
LAKE JOHIO
LAKE LUCY
Palm Dr.
Taylor St.
Silver Star Rd.
Plant St./Franklin St.
McKey St.
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
Kissimmee Ave.
Bluford Ave.
LAKE PRIMA VISTA
White Rd.
E Orlando Ave.
Story Rd.
Geneva St.
Good Homes Rd.
LAKE ROSE HILL
Maine St.
Montgomery Ave.
Marshall Farms Rd.
LAKE BENNET
LAKE SHERWOOD
W Colonial Dr.
LAKE LOTTA
Old Winter Garden Rd.
SR 408
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
LAKE GIGI
Florida's Turnpike
Hempel Ave.
Maguire Rd.
Tomyn Blvd.
Windermere Rd.
Roberson Rd.
STEER LAKE
LAKE WHITNEY
LAKE RHEA
LAKE MITZI
LAKE ALMOND
LAKE BEGNO
MOB Figure No. 15
2045 Roadway Level of Service
This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025
2045 Roadway Level of Service
LOS C
LOS D
LOS F
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County





ENVIRONMENT-FRIENDLY, RESILIENT & SUSTAINABLE

Conservation Element

CHAPTER

5

CONSERVATION ELEMENT

The purpose of the Conservation Element is to promote the conservation, protection, and sage utilization of natural resources within the City of Ocoee. The objective of the Conservation Element Data, Inventory, and Analysis (DIA) is to document the quantity, condition, and availability of natural resources found within the City to collaborate with Open Space Preservation, Drainage, Transportation, and Future Development Elements to identify community priorities for conservation strategies that will result in a Friendly, Resilient, and Sustainable Community.

I. INTRODUCTION

The City of Ocoee is poised to undergo significant growth in the next 20 years. Driving this growth is the migration of those seeking the mild climate of the Central Florida region, the abundance of beautiful and accessible lakes, rivers, springs, and nearby ocean, and the lush vegetation. Furthermore, as global temperatures increase it is expected that there will be an influx of climate refugees moving from the Florida Coast to Central Florida as sea levels rise, and storm intensity and frequency increases. Finally, the City of Ocoee should expect growth resultant from the overflow of the expansion of the City of Orlando by those seeking to live near but not in the metropolitan itself. As development and growth is embraced by the City of Ocoee, the difficulty, but importance, of protecting and conserving the community's natural resources increases. The City can learn from the challenges faced by municipalities that developed prior to the current understanding of how urbanization and development impact environmental and human health to promote sustainable city development. The implementation of policies that take a proactive stance in conservation and sustainable development is paramount in safeguarding community health and happiness in a time when habitat and species diversity loss are occurring at an alarming rate, and water demand and scarcity are increasing. Policies established with longevity in mind based on evidence, science, and historical observation will protect human and environmental health, reduce the necessity for rewilding activities, and mitigate disaster related and nature-based redevelopment costs.

II. INVENTORY AND DATA

Wetlands. Wetlands perform an important role in the global water cycle, purifying, retaining, and releasing water. They support water quality, provide water security, regulate and maintain local and global water cycles, absorb carbon dioxide and store carbon, moderate temperature extremes, and support disaster risk reduction. However, more than 64% of wetlands worldwide have been lost since 1900.

As with everywhere in Florida, the City of Ocoee has a latticework of wetlands that permeates the community. Wetlands in Central Florida are usually created by a combination of surface water flooding and groundwater discharge and form along non-tidal rivers, streams, lakes, and ponds but can also form in isolated upland depressions where the water table is near the surface for prolonged periods. The delineation of wetlands within the City is depicted in the CON Figure 1 Designated Wetland Map. The area of identified wetlands within the JPA can be found in CON Table 1. The CON Figure 1 Designated Wetlands Map also includes areas Orange County has designated as wetlands in its 2023 survey and areas that have been identified by the Natural Resource Conservation Service as having hydric qualities. CON Table 1 shows the amount of area of wetlands within the Joint Planning Area (JPA) identified by Ocoee, identified by Orange County, the areas that both the City and County have identified as wetlands, area of wetlands identified by Orange County but not Ocoee within the JPA, and the total area of hydric soils in the JPA, the area of hydric soils

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CON Table 1: Designated Wetland Areas	
Description	**Area (AC)**
Wetlands identified by Ocoee within the JPA	1172.44
Wetlands identified by Orange County within the JPA	1404.42
Wetlands identified by both Ocoee and Orange County within the JPA	872.84
Wetlands identified by Ocoee but not Orange County within the JPA	299.60
Wetlands identified by Orange County but not Ocoee within the JPA	531.58
Hydric Soils within the JPA	1558.68
Hydric Soils outside the Ocoee and Orange County wetlands	484.96
Waterbodies	962.78

within the JPA but outside the Ocoee identified wetlands, soils that can possibly exhibit hydric qualities within the JPA, and soils that can possibly exhibit hydric qualities within the JPA abut outside the Ocoee identified wetlands. Hydric soils are included in this wetlands table since hydric soils are often an indicator of the presence of wetland ecosystems.

CON Table 2: Riverine Systems		
Previous Reference	**Basin**	**Lake**
NA	McCormick Rd	Apopka
adICPR 04	Northwest Ditch	Apopka
Stream "A"	Starke	Starke
adICPR 90	Lotta	Lotta

Riverine Systems. Within the City of Ocoee there are four (4) unnamed riverine systems identified in DRN Figure No. 2 Floodplain Base Map and are listed in CON Table 2 based on their drainage basin. Floodway maps can only be prepared for riverine floodplains as is depicted for the Lake Lotta Floodway in DRN Figure 2 Floodplain Base Map.

While riverine floodplains have readily identifiable channels and ecosystems that contain distinct flora, fauna, and soils that are dependent upon high water tables and occasional flooding to maintain viability, the riverine ecosystems can extend beyond the Special Flood Hazard Area (SFHA). These ecosystems often exhibit high biological productivity and high species diversity and suffer when a riverine system is channelized. Channelization increases stream velocity and runoff and disconnects the stream from its floodplains which prohibits the deposition of sediment and nutrients vital for wetlands while simultaneously minimizing the available area for stormwater storage and infiltration. Excessive channelization can lead to downstream flooding.

Floodplains. A floodplain is any land susceptible to being inundated by flood waters from any source, according to the National Flood Insurance Program (NFIP), but the most recognizable floodplains are the areas next to a river, stream, or lake that is expected to be covered with water after a storm event. Collaborating with the Drainage

Element, floodplains provide storage for excess stormwater, acting as a sponge where water can slow down, spread out, and percolate into the ground to recharge aquifers or rejoin the channel downstream. The long residence time of floodplains provides water quality benefits for the downstream aquatic environments. The slow-moving water allows for large sediments to settle out of the floodwaters restoring banks, providing important nutrients for the riparian ecosystem, and washing away built-up salts that accumulate in the topsoil. The large variability of water availability found across a floodplain creates a niche habitat that is important to the wildlife found in the Floridian biome.

The base floodplain, also known as the Specific Flood Hazard Area (SFHA) as delineated on a Flood Insurance Rate Map (FIRM), identifies wetlands most at risk of flooding and must be regulated under the requirements of the National Flood Insurance Program (NFIP). The SFHA is mapped as a Zona A. In coastal situations, Zone V is also part of the SFHA. The City's regulatory floodplain includes but is not limited to the SFHA area. City identified flood prone areas may be in addition to the Federal Emergency Management Agency (FEMA) FIRMs and can include areas identified with excess groundwater discharge, upland depressions, or poorly drained, high runoff soils.

A method to determine the base floodplain flooding is by estimating the elevation of the crest of the base flood, the base flood elevation (BFE), that water is expected to reach after a 100-year storm, or a storm event that has a one percent (1%) probability of occurring each year. This does not preclude the possibility of having a 100-year storm more frequently than once every 100 years or even multiple times within a year. The area that is covered with water up to the BFE designates the 100-year flood zone, or 100-year floodplain. This is the lowest elevation of the lowest floor of a building where people may live, work, or meet, excluding parking or storage, for minimum flood protection. It is common practice to allow for freeboard, a margin of safety added to the base flood elevation to account for waves, debris, miscalculations, lack of data, or changes in climate, between the BFE and the lowest elevated floor; the City of Ocoee requires a two (2) foot freeboard for flood resiliency.

The 100-year floodplain for the City is shown in DRN Figure 2 Floodplain Base Map, data from FEMA FIRM Panels 205, 210, 220, and 230, and makes up approximately sixteen (15.4) percent of the land area within the City JPA. These are the low-lying areas of the City, sinkholes turned into ponds and few slow-moving streams. In conjunction with the City of Ocoee's Drainage Element, the City can preserve and protect wetlands that fall within the SFHA by restricting development in floodplains through its Floodplain Management Ordinance, Article VII, Part 1A of the Land Development Code. The ordinance includes specific standards for all construction including mobile homes, tiny homes, recreational vehicles, new mobile home parks, and expansions to existing mobile home parks. The ordinance specifically requires all mobile homes to meet all the requirements for new construction contained in the ordinance and requires all recreational vehicles to either meet all the requirements for new construction contained in the ordinance or be fully licensed and ready for highway use. The ordinance also contains specific standards relating to setbacks from water bodies, placement of septic tanks and drain fields, and fill material placed within the floodplain. CON Table 3 shows the total area of SFHA in the City of Ocoee, the total area of Ocoee Designated Wetlands, and the Total SFHA area that has been set aside as conservation or open space. 52% of Ocoee's wetlands are also designated as SFHA, and 34% of the City's

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SFHA has been designated as conservation or open space.

CON Table 3: Special Flood Hazard Areas	
Designation	**Area (AC)**
Wetlands	1172.44
SFHA	1117.63
Waterbodies	962.78
SFHA Designated as Conservation or Open Space	379.99

Lakes. The City of Ocoee JPA lies within three major basins: (1) the Wekiva River, (2) Cypress Creek, and (3) Lake Apopka, divided into nineteen (19) sub basins that contain twenty-six (26) lakes. The lakes provide water security, acting as a source of water for local plants and animals while slowly recharging the subsurface aquifers which are pumped to provide potable water to the community. Residents and visitors may engage in the lakes for recreational activities such as fishing, boating, and swimming.

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CON Table 4: Receiving Lakes								
Number	Lake Name	Sub-Basin Name	Basin	Sub-Basin Area (Acres)	Lake Surface Area (Acres)	Normal High Water Elevation (NHWE) (Feet above MSL)	100-year Flood Elevation (Feet above MSL)	Type of Lake
1	Adah	Lake Adah	Wekiva	387.9	17	63	81.1	4
2	Apopka	West McCormick Rd	Apopka	1674.4	30,909	66.89	68.3	3
3	Bennet	Bennet	Wekiva	124.0	25	*	118.3	4
4	Bonnet	Lake Lilly	Apopka	335.5	4.86	*		2
5	Bream	East McCormick Rd	Wekiva	1213.2	17	*	67.2	4
6	Good Homes	Lake Good Homes	Wekiva	208.9	3	*	*	2
7	Grassy Pond	Lake Olympia	Wekiva	432.5	3	*	101.6	3
8	Johio	Lake Johio	Wekiva	228.9	26	114.53	119.8	4
9	Hackney	Prairie Lake	Wekiva	664.1	70.8	74.8	84.9	4
10	Lilly	Lake Lilly	Wekiva	335.5	28.4	115.43	121.4	4
11	Lotta	Lake Lotta	Wekiva	2485.1	44.6	85.97	90.9	3
12	Meadow	Lake Meadow	Wekiva	1129.4	82.2	76.09	84.6	4
13	Mitzi	Lake Down	Cypress Creek	2695.4	2	116	*	2
14	Moxie	Northwest Ditch	Apopka	1729.8	8	*	141.6	3
15	Olympia	Lake Olympia	Wekiva	432.5	105.7	98.10	101.6	4
16	Peach	Northwest Ditch	Apopka	1729.8	9	*	148.6	4
17	Pearl	Lake Lilly	Wekiva	335.5	20.0	116.33	121.4	2
18	Prairie	Prairie Lake	Wekiva	664.1	70.8	74.92	84.9	4
19	Prima Vista	Starke Lake	Wekiva	910.7	210.9	98.01	101.6	2
20	Rhea	Lake Whitney	Cypress Creek	408.2	22.3	114.61	118.2	2
21	Sims	East McCormick Rd	Wekiva	1213.2	41	*	86.4	4
22	Spring	Spring Lake	Wekiva	465.4	49.6	111.51	117.3	4
23	Stanley	Lake Stanly	Wekiva	467.4	47.1	78.25	83.9	4
24	Starke	Starke Lake	Wekiva	910.7	214.2	98.01	101.6	4
25	Trout	East McCormick Rd	Wekiva	1213.2	99	63.99	75.3	4
26	Whitney	Lake Whitney	Cypress Creek	408.2	43.3	109.91	112.6	3

* No data was available for these lakes.

Lake Type Index: (1) Lakes with streams flowing into them, (2) Lakes with streams flowing out of them, (3) Lakes with streams flowing in and out of them, (4) Lakes that are landlocked.

As of May 2021, DEP has adopted 33 Basin Management Action Plans (BMAPs) that act as a framework for water quality restoration, containing local and state commitments to reduce pollutant loading to surface waters through current and future projects and strategies. The City of Ocoee is a part of two BMAPs, the Upper Ocklawaha River Bain and the Wekiva River, Rock Springs Run, and Little Wekiva Canal. Water quality data is collected quarterly for nine (9) lakes within the City as part of the City's Multiple Separate Storm Sewer System (MS4) permit and analyzed to set goals to meet BMAP objectives. Best management practices (BMPs) are established by the City to protect the water bodies. Through this program three (3) lakes, Lake Lotta, Lake Prima Vista, and Stake Lake, have been found to be at risk of being impaired. These findings have prompted the City to take extra measures to monitor major outfalls to these lakes through the National Pollution Discharge and Elimination System (NPDES) to identify specific pollutants and to devise practicable solutions to improve water quality.

Aquifer Recharge. Aquifers can be thought of as vast underground, porous rocks that hold water and allow water to move through holes within the rock. The Florida Peninsula is a porous plateau of karst carbonate rock, mainly limestone, sitting atop bedrock known as the Florida Platform. This has created a geological region of numerous confined and unconfined aquifers that provide much of the state with fresh water. A growing population has a greater water demand that requires special protection and restoration efforts including the protection of uplands and spring sheds that provide vital recharge to aquifer systems and are critical to the protection of water quality and water quantity of the aquifers and springs. CON Figure 2 Aquifer Recharge Area was created by the Florida Natural Areas Inventory as part of the Florida Forever Act Needs Assessment. The map depicts the areas of potential recharge important for natural systems and human use within the City of Ocoee's JPA to help identify and categorize areas of recharge importance.

The City's participation in the National Pollution Discharge and Elimination System (NPDES) Multiple Separate Storm Sewer System (MS4) permitting and two Basin Management Action Plans (BMAPS): the Ocklawaha Basin and the Wekiva and Rock Springs Basin, ensure that the City takes steps towards protecting our waterbodies via best management practices (BMPs). These include but are not limited to lake water quality monitoring, stormwater management, floodplain management, sediment and erosion controls, water conservation, fertilizer guidelines, and pollution control measures. Efforts made to protect surface waters that recharge subsurface aquifers are not limited to policies and goals identified in this Conservation Element but also in the Drainage Element and the Parks and Open Spaced Element. Activities that serve to protect wetlands, reduce flood risk, and keep spaces free of impervious surfaces also provide locations for aquifer recharge.

As a part of the St. Johns River Water Management District (SJRWMD), the City manages its water consumption, reuse, and recharge to provide residents and businesses with a safe and reliable supply of drinking water while protecting the aquifer system. The City's drinking water is drawn from the Floridan Aquifer at depths ranging from 340-FT to 1,450-FT to then be disinfected distributed throughout the community. As described in the Infrastructure Element, the City engages in water reclamation and reuse activities to reduce withdrawal from the aquifer.

Air Quality. The quality of ambient air, the air we breathe outside near ground level, and the air found at higher elevations within the atmosphere, influences human and environmental health. As ambient air quality

changes, people respond in different ways. The Environmental Protection Agency has identified six (6) priority pollutants that are of greater concern for human health; carbon monoxide (CO), nitrogen dioxide (NO_2), ozone (O_3), lead (Pb), particle matter ($PM_{2.5}$ and PM_{10}), and sulfur dioxide (SO_2). From 1999 to 2021, the percentage of children living in counties with measured pollutant concentrations above the levels of one or more national ambient air quality standards decreased from 76% to 59%. This includes both concentrations, 8-hr and 24-hour average, above the level of any current short-term standard at least once during the year as well as average concentrations above the level of any current long-term standards. The decreasing trend over the years 1999–2021 was statistically significant.

Orange County's Air Quality Management section operates two stationary air monitoring stations in the County to monitor concentrations of the criteria pollutants. Monitoring data at two additional sites in Oceola and Seminole Counties are utilized by Orlando Metro Plan to get an overall air quality assessment of the area. The EPA indicates that attainment is determined by a three-year rolling average of the fourth highest ozone readings. The average must stay below 70 parts per billion thresholds; 2023 was 62, down one from the previous year, Table XXX. Applicable Federal standards for ozone and particulate matter are exceeded only occasionally due to weather conditions or wildfires. At this time, all are pollutants are in compliance. Air quality also relates to concentrations of pollutants that trap heat in the atmosphere, these are known as Green House Gases (GHGs). The greenhouse gas emitted in the largest quantity is carbon dioxide (CO2); its effects on the atmosphere and its residence time in the atmosphere are used as a baseline to measure all other GHGs. Other GHGs monitored are methane (CH4), nitrogen dioxide (NO2), perfluorocarbons (PFCs), hydrofluorocarbons (HFCs), sulfur hexafluoride (SF6), and nitrogen trifluoride (NF3). In Central Florida, the emissions released from cars, trucks, and boats account for more than 60% of our air pollution.

Soils. Soil types vary based on physical and chemical characteristics that influence the type of vegetation that grows from it and the type of development that may be built upon it. Maintaining soil health by avoiding contamination from excess nutrients, oils, or chemical addiction is important to maintaining a healthy ecosystem and a healthy built environment. However, the opposite is also true, stripping soils of their natural components can compromise the quality of the soil and lead to environmental degradation which then negatively impacts development and agriculture.

Different soil types react to pollutants differently by the degree at which the pollutant may adsorb to the surface of the different components of the soil. Pollution in soil can adversely impact the natural and built environment through direct contact, bioaccumulation, or infiltrating into the aquifer.

The permeability of any liquid in a soil is dependent upon the soil's grain size, structure, and density. This affects the amount of drainage or runoff that may be expected from any type of soil, which in turn determines the amount of stormwater that can be expected to infiltrate into the aquifer or surface flow to the nearest low-lying area or storm drain.

Within the City are eleven (36) distinct soil types as described by the National Resource Conservation Service (NRCS), CON Table 5. CON Figure 3 Soils Type Map shows the types of soils that may be found around the city.

The slope of an area will affect the velocity at which surface water flows from one place to another and the rate of infiltration. The slope

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CON Table 5: Soil types found throughout the City

Map Unit Symbol	Soil Description	Grain Size	Hydrologic Group	Hydric	Drainage	Runoff	Hazard	Area (AC)	Percentage
1	Arents, nearly level		A	NO	SOMEWHAT POORLY DRAINED	NEGLIGIBLE	NONE	39	0.3%
2	Archbold fine sand, 0-5% slopes	FINE SAND	A	NO	MODERATELY WELL DRAINED	NEGLIGIBLE	NONE	262	2.1%
3	Basinger fine sand, frequently ponded, 0-1% slopes	FINE SAND	A/D	YES	POORLY DRAINED	NEGLIGIBLE	FREQUENT PONDING	754	5.9%
4	Candler fine sand, 0-5% slopes	FINE SAND	A	NO	EXCESSIVELY DRAINED	VERY LOW	NONE	1936	15.2%
5	Candler fine sand, 5-12% slopes	FINE SAND	A	NO	EXCESSIVELY DRAINED	LOW	NONE	346	2.7%
6	Candler- Apopka fine sands, 5-12% slopes	FINE SAND	A	NO	EXCESSIVELY DRAINED	LOW	NONE	324	2.6%
7	Candler- Urban land complex, 0-5% slopes		A	NO	EXCESSIVELY DRAINED	VERY LOW	NONE	91	0.7%
8	Candler- Urban land complex, 5-12% slopes		A	NO	EXCESSIVELY DRAINED	LOW	NONE	23	0.2%
10	Chobee fine sandy loam, frequently flooded	FINE SAND	C/D	YES	VERY POORLY DRAINED	VERY HIGH	FREQUENT FLOODING	1	0.0%
15	Felda fine sand, 0-2% slopes, frequently flooded	FINE SAND	A/D	YES	POORLY DRAINED	VERY HIGH	FREQUENT FLOODING	45	0.4%
17	Floridana mucky fine sand frequently ponded 0-1%si	FINE SAND	C/D	YES	VERY POORLY DRAINED	NEGLIGIBLE	FREQUENT PONDING	1	0.0%
20	Immokalee fine sand	FINE SAND	B/D	YES/NO	POORLY DRAINED	VERY HIGH	NONE	375	3.0%
22	Lochloosa fine sand	FINE SAND	A	NO	SOMEWHAT POORLY DRAINED	LOW	NONE	3	0.0%
26	Ona fine sand, 0-2% slopes	FINE SAND	B/D	NO	POORLY DRAINED	VERY HIGH	NONE	500	3.9%
27	Ona- Urban land complex		B/D	NO	POORLY DRAINED	VERY HIGH	NONE	23	0.2%
28	Florahome fine sand, 0-5% slopes	FINE SAND	A	NO	MODERATELY WELL DRAINED	VERY LOW	NONE	63	0.5%
33	Pits			UNRANKED				26	0.2%
34	Pomello fine sand, 0-5% slopes	FINE SAND	A	NO	MODERATELY WELL DRAINED	NEGLIGIBLE	NONE	228	1.8%
35	Pomello- Urban land complex, 0-5% slopes		A	NO	MODERATELY WELL DRAINED	NEGLIGIBLE	NONE	78	0.6%
37	St. John's fine sand	FINE SAND	B/D	YES/NO	POORLY DRAINED	VERY HIGH	NONE	135	1.1%
38	St. Lucia fine sand, 0-5% slopes	FINE SAND	A	NO	EXCESSIVELY DRAINED	NEGLIGIBLE	NONE	666	5.2%
39	St. Lucia- Urban land complex, 0-5% slopes		A	NO	EXCESSIVELY DRAINED	NEGLIGIBLE	NONE	44	0.3%
40	Samsula muck, frequently ponded, 0-1% slopes	MUCK	A/D	YES	VERY POORLY DRAINED	NEGLIGIBLE	FREQUENT PONDING	191	1.5%
41	Samsula-Hontoon-Basinger association, depressional		A/D	YES	VERY POORLY DRAINED	NEGLIGIBLE	FREQUENT PONDING	232	1.8%
42	Sanibel Muck	MUCK	A/D	YES	VERY POORLY DRAINED	NEGLIGIBLE	FREQUENT PONDING	324	2.6%
43	Seffner fine sand, 0-2% slopes	FINE SAND	A	NO	SOMEWHAT POORLY DRAINED	VERY LOW	NONE	142	1.1%
44	Smyrna-Smyrna, wet, fine sand, 0-2% slopes	FINE SAND	A/D	YES/NO	POORLY DRAINED	HIGH	NONE	1219	9.6%
45	Smyrna fine sand-Urban land complex, 0-2% slopes	FINE SAND	A/D	NO	POORLY DRAINED	VERY HIGH	NONE	137	1.1%

CON Table 5: Soil types found throughout the City									
Map Unit Symbol	Soil Description	Grain Size	Hydrologic Group	Hydric	Drainage	Runoff	Hazard	Area (AC)	Percentage
46	Tavares fine sand, 0-5% slopes	FINE SAND	A	NO	MODERATELY WELL DRAINED	NEGLIGIBLE	NONE	1287	10.1%
47	Tavares-Millhopper fine sands, 0-5% slopes	FINE SAND	A	NO	MODERATELY WELL DRAINED	VERY LOW	NONE	1439	11.3%
48	Tavares fine sand-Urban land complex, 0-5% slopes	FINE SAND	A	NO	MODERATELY WELL DRAINED	VERY LOW	NONE	793	6.2%
51	Wabasso fine sand, 0-2% slopes	FINE SAND	A/D	NO	POORLY DRAINED	VERY HIGH	NONE	80	0.6%
52	Wabasso-Urban land complex		C/D	NO	POORLY DRAINED	VERY HIGH	NONE	86	0.7%
53	Wauberg fine sand	FINE SAND	D	YES	POORLY DRAINED	VERY HIGH	NONE	9	0.0%
54	Zolfo fine sand, 0-2% slopes	FINE SAND	A	NO	SOMEWHAT POORLY DRAINED	VERY LOW	NONE	739	5.8%
55	Zolfo- Urban land complex		A	NO	SOMEWHAT POORLY DRAINED	VERY LOW	NONE	62	0.5%

may be interpreted from CON Figure 4 Elevation Map.

Minerals. Precious and base metals have various industrial and commercial applications when mined, processed, and refined. The same can be said of industrial minerals and fossil fuels. The presence of such raw materials in an area can provide economic benefits to the community but negatively impact the surrounding environment. These raw materials are not known to be present within the City in significant deposits to justify such activities and are therefore not addressed in this Plan.

Resource Use. The human population continues to grow and expand. Since 1970 the global population has increased by 120 percent from 3.6 billion people to 8.2 billion. A larger population requires a greater amount of resources to operate, however, the amount of new resources a population needs can be minimized with the implementation of closed loop systems. In a circular economy, one of the ways this can be accomplished is with the reduction of waste. This is not so say that no waste is created, but rather the waste of one process is used as a resource for another.

When waste is not recycled or reused in a closed system, it is discarded as trash. A common way to dispose of trash is to take it to a landfill. As waste accumulates to the amount that exceeds the carrying capacity of a landfill, more land is needed to safely store the trash. Setting aside land as landfills reduces the availability of land for development or for habitat protection and environmental conservation.

When waste is not recycled or reused, new or "virgin" materials or resources are needed. This causes an ever-expanding need for new resources. Consuming resources at a rate that is greater than the rate at which they can be replaced creates a deficit. If the rate of consumption is not reduced to being equal to or less than the rate of production, then the deficit will grow. To compensate for the deficit, any resources that have been produced in excess during periods of abundance will be depleted. This will result in a scarcity of resources. Depletion of resources and increased scarcity negatively impact both people and the environment. Effects of resource scarcity include but are not limited to hunger, drought, sickness, land shortages, the decline if wildlife populations, the decline in

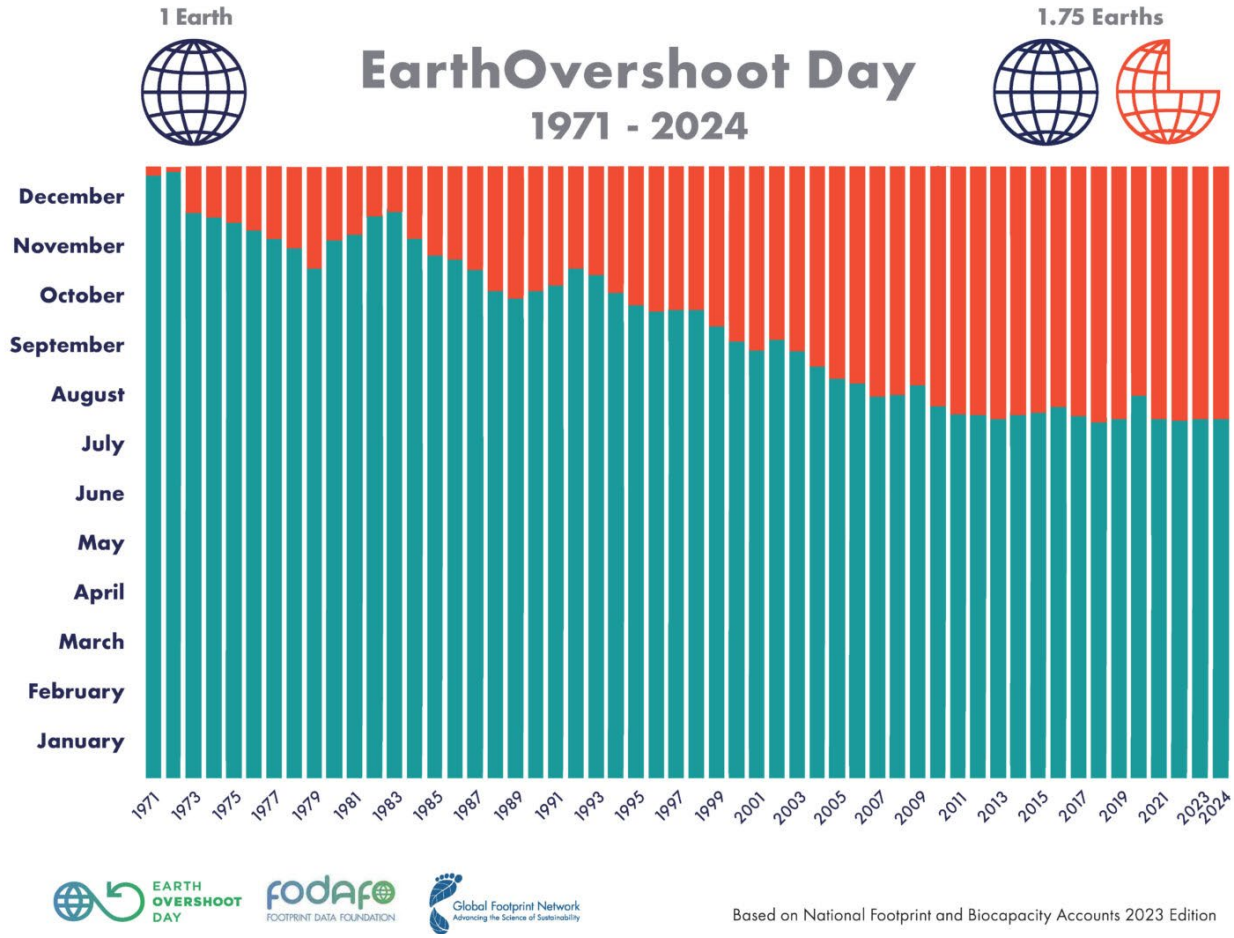
habitat areas, the decline in biodiversity, and the decline in unpolluted resources.

Earth Overshoot Day has partnered with Global Footprint, the World Wildlife Federation, and many others to measure the consumption of resources by the global human population. They found that the day on which humans will have consumed the available resources that can be regenerated annually is falling shorter and shorter of 365 days every year, CON Figure 5 Earth Overshoot Day 2024. This day was calculated to be 213 days into 2024 on August 1st. When considering just the resources available and produced by the United States compared to the rate of the country's consumption of resources, this day was calculated to be 75 days into 2024 on March 16th, CON Figure 6 Country Overshoot Day.

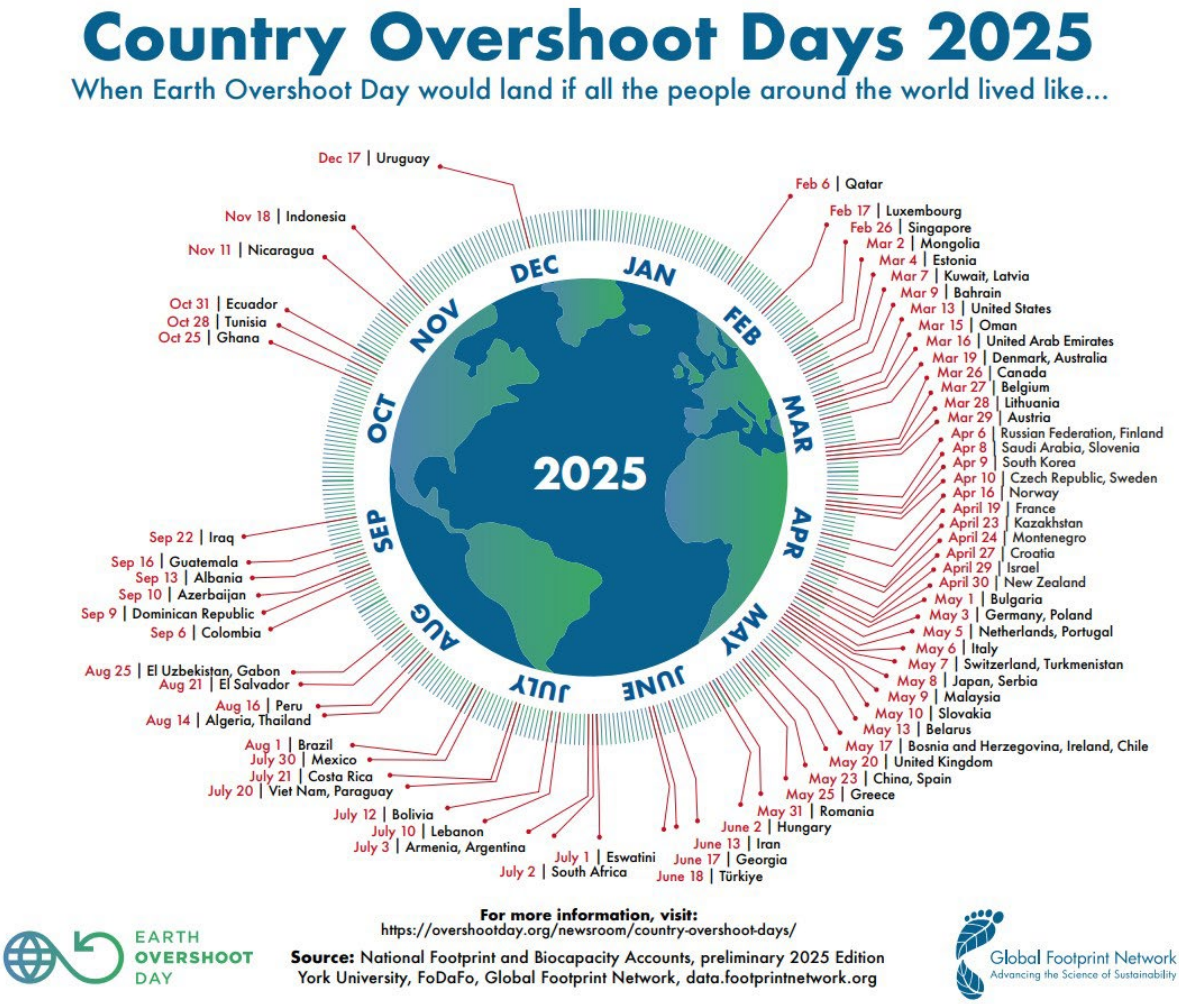
III. ANALYSIS

The City gathered the above data to help direct future development through the implementation of policies and procedures that consider the impacts of urban growth on the natural environment and the availability of the natural resources found within the City's jurisdiction. The data collected will serve as a record for current conditions within the City to be compared to future conditions to then measure the City's progress towards effecting its goals for the future.

CON Figure 5: Earth Overshoot Day



CON Figure 6: Country Overshoot Day



While natural resources such as clean air, water, and soil are available to the City and its residents, efforts should be made to protect them from future degradation. It is recommended that this is accomplished by preserving the City's natural resources such as wetlands, floodplains, and urban tree canopy through low impact and sustainable development practices. Additional protection can be achieved by facilitating the opportunity for residents to make everyday choices that benefit the environment by encouraging sustainable products are services within the City.

Furthermore, efforts should be made to reduce waste by creating a more circular economy. This may include but is not limited to, continuing waste collection services throughout the City, encouraging developers to recycle, upcycle, and salvage construction and design materials to the maximum extent possible, and educating residents about actions they may take to protect themselves and their community to ensure a safer, cleaner, and more sustainable future.

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DEFINITIONS

Adsorb. (of a solid) To hold (molecules of a gas or liquid or solute) as a thin film on the outside surface or on internal surfaces within the material.

Alteration of a Watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Base Flood. A flood having a one (1) percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base Flood Elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the FIRM. [Also defined in FBC, B, Section 202.]

Channelization. Straightening, deepening, or redirecting natural streams in an artificially modified or constructed stream bed to drain wetlands, direct water, control bank flooding.

Design Flood. The flood that is associated with the greater of the following two (2) areas: [Also defined in FBC, B, Section 202.]

Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or

Area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.

Design Flood Elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the City's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 202.]

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or ***Flooding.*** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

The overflow of inland or tidal waters.

The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Area. The greater of the following three (3) areas:

The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

The area within a floodplain subject to a 0.2% or greater change of flooding in a year.

The area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the City on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the City. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map (FIRM), the Flood Boundary and Floodway Map (FBFM) (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain or Flood-Prone Area. Any land area susceptible to being inundated by water from any source (see definition of "flooding")

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Florida Building Code or ***FBC.*** The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Lake. any relatively large body of water that occupies an inland basin of appreciable size.

Multiple Storm Sewer System (MS4). A publicly-owned system designed to collect and convey stormwater runoff, often discharging untreated into local water bodies.

Nation Resource Conservation Service (NRCS). an agency within the USDA, provides technical and financial assistance to landowners to help them conserve soil, water, and other natural resources, fostering healthy ecosystems through voluntary conservation practices

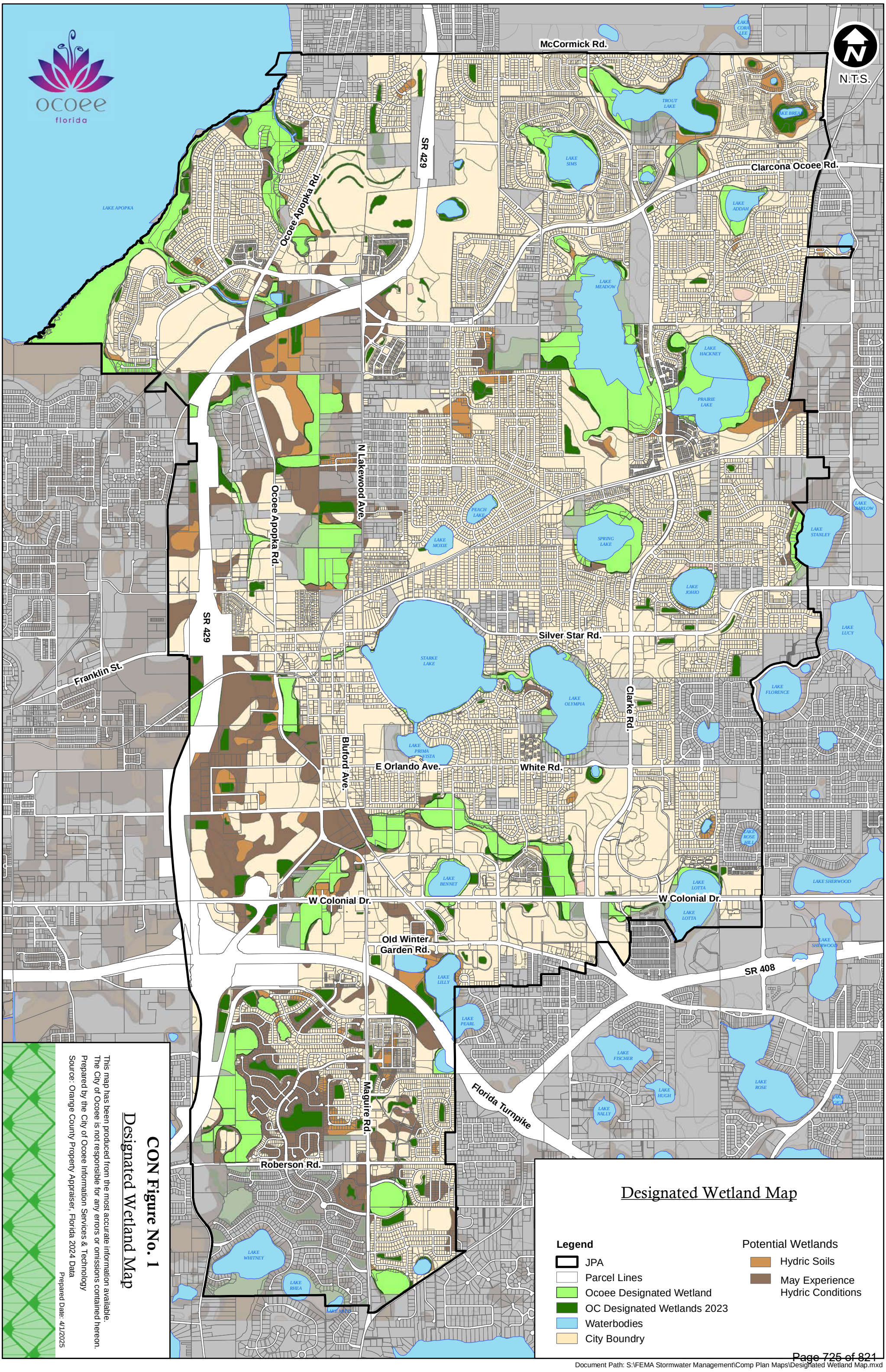
Riverine System is of, or produced by, a river or stream. The 2022 FS Section 373.019(20), defines a stream as any river, creek, slough, or natural watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted. The fact that some part of the bed or channel has been dredged or improved does not prevent the watercourse from being a stream.

Special Flood Hazard Area (SFHA). An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Wetlands: Wetland: A wetland, as stated in the 2022 FS Section 373.019(27), means those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations,

have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.



Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Designated Wetland Map.mxd

ocoee
florida

N.T.S.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

Clarcona Ocoee Rd.

Clarke Rd.

N Lakewood Ave.

Silver Star Rd.

Franklin St.

Bluford Ave.

E Orlando Ave.

White Rd.

W Colonial Dr.

Old Winter Garden Rd.

SR 408

Florida Turnpike

Maguire Rd.

Roberson Rd.

LAKE APOPKA
LAKE CORA LEE
TROUT LAKE
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
LAKE STANLEY
LAKE BARLOW
LAKE JOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE ROSE
LAKE HUGH
LAKE NALLY
LAKE WHITNEY
LAKE RHEA
STEER LAKE

CON Figure No. 2

Aquifer Recharge Priority

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Aquifer Recharge Priority

Legend

- JPA
- Waterbodies
- City Parks
- Unincorporated Orange County

Florida Forever Conservation needs Assessment: Aquifer Recharge

- Priority 1 (Highest)
- Priority 2
- Priority 3
- Priority 4
- Priority 5
- Priority 6

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McCormick Rd.
N.T.S.
Ocoee Apopka Rd.
SR 429
Clarcona Ocoee Rd.
Clarke Rd.
N Lakewood Ave.
Ocoee Apopka Rd.
SR 429
Silver Star Rd.
Franklin St.
McKey St.
Bluford Ave.
E Orlando Ave.
White Rd.
W Colonial Dr.
W Colonial Dr.
Old Winter Garden Rd.
SR 408
Maguire Rd.
Roberson Rd.
Florida Turnpike
LAKE APOPKA
TROUT LAKE
LAKE BREAM
LAKE SIMS
LAKE ADDAH
LAKE MEADOW
LAKE HACKNEY
PRAIRIE LAKE
PEACH LAKE
LAKE MOXIE
SPRING LAKE
LAKE JOHIO
LAKE STANLEY
LAKE BARLOW
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE PRIMA VISTA
LAKE FLORENCE
LAKE ROSE HILL
LAKE BENNET
LAKE LOTTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE HUGH
LAKE NALLY
LAKE ROSE
LAKE WHITNEY
LAKE RHEA
STEER

CON Figure No. 4
Elevation Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025

Elevation Map

LEGEND

- JPA
- Parcel Lines
- Waterbodies
- City Boundry
- Unincorporated Orange County

Elevation

- 60-FT
- 70-FT
- 80-FT
- 90-FT
- 100-FT
- 110-FT
- 120-FT
- 130-FT
- 140-FT
- 150-FT
- 160-FT
- 170-FT

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florida

N.T.S.

McCormick Rd.
Clarcona Ocoee Rd.
SR 429
Ocoee Apopka Rd.
N Lakewood Ave.
Bluford Ave.
Clarke Rd.
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LAKE MOXIE
SPRING LAKE
LAKE STANLEY
LAKE BARLOW
LAKE IOHIO
LAKE LUCY
STARKE LAKE
LAKE OLYMPIA
LAKE FLORENCE
LAKE PRIMA VISTA
LAKE SHERWOOD
LAKE LILLY
LAKE PEARL
LAKE FISCHER
LAKE WHITNEY
LAKE RHEA
LAKE MITZI
LAKE BENNET
LAKE LOTTA
LAKE ROSE HILL

CON Figure No. 3
Soils Base Map

This map has been produced from the most accurate information available. The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by the City of Ocoee Information Services & Technology
Source: Orange County Property Appraiser, Florida 2024 Data
Prepared Date: 4/1/2025

Soils Base Map

Soils Type

Legend
- JPA
- Waterbodies
- Unincorporated Territory

Soils Type: 1, 2, 3, 4, 5, 6, 7, 8, 10, 15, 17, 20, 21, 22, 24, 26, 27, 28, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, 52, 53, 54, 55, 99

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CITY HALL
OCOEE
2022



Responsible, Accessible & Open Governance

Public School Facilities Element

Intergovernmental Coordination Element

Capital Improvements Element

Chapter

6

Public School Facilities Element

CHAPTER

6

PUBLIC SCHOOL FACILITIES ELEMENT

I. INTRODUCTION

The Public Schools Element is intended to ensure coordination among the County, Municipalities, and the School District to ensure that school capacity at the adopted level of service standard is available at the time of the impacts of development.

Residential development within Orange County is well coordinated with Orange County Public Schools (OCPS) and development that occurs is mitigated prior to approval. Orange County and its jurisdictions, including the City of Ocoee have methods to ensure coordination with OCPS.

Martinez Doctrine. In March 2000, Orange County's practice of linking certain land use changes to school capacity was termed the Martinez Doctrine, after former Orange County Mayor Mel Martinez. Under this directive, if a rezoning or comprehensive plan amendment had an adverse impact on schools, staff recommends denials of the request as exceeding the capacity of public infrastructure, which is inconsistent with Orange County's Comprehensive Policy Plan. The adoption of this practice has led to more coordination and information sharing with Orange County Public Schools staff, and created a mechanism where developments denied under the Doctrine can enter into Capacity Enhancement Agreements with the School Board to mitigate adverse impacts. This practice has withstood judicial challenge up to the Florida Supreme Court.

Capacity Enhancement Process. Orange County Public Schools currently reviews residential development proposals and comments as to the availability of school capacity at the directly impacted elementary, middle and high school for each project seeking a future land use map amendment or rezoning that increases residential density. The Capacity Enhancement Program attempted to mitigate over-capacity schools affected by new, unvested units.

Presently, any requested Comprehensive Plan amendment and/or rezoning in Orange County (including its municipalities) that entails a proposed increase in residential density must undergo a capacity review by OCPS. If there is insufficient capacity at an impacted elementary, middle, and/or high school, the prospective developer and OCPS must enter into a Capacity Enhancement Agreement (CEA). These agreements typically include provisions requiring the pre-payment of impact fees, a timing mechanism, and payment of a "capital contribution", in addition to school impact fees. However, House Bill 7103, signed into law on June 28, 2019, and effective as of July 1, 2019, now requires a credit against school impact fees on a dollar-for-dollar basis for any such contribution. This credit, in essence, means OCPS would not receive any additional monies to mitigate the impacts of additional students generated by the increased residential density. As such, at the June 23, 2020, School Board meeting, OCPS issued a Declaration Relating to the HB 7103 Impact on School Overcrowding Mitigation (the "Declaration"). That Declaration declares that OCPS will no longer enter into CEAs but will only certify whether school capacity exists.

Public Schools. The Public School Facilities Element provides a fundamental part of Orange County's Comprehensive Plan because it recognizes schools as the cornerstones of community planning and design. Policies contained within the Element seek to promote and optimize intergovernmental cooperation for effective operation of the public school system in a multi-jurisdictional environment. This effort involves collaboration with the School Board and other local governments to ensure that adequate capital facilities and technology resources, such as computer facilities and

support infrastructure, are available to support system goals.

2008 Interlocal Agreement. The 2005 Growth Management Act required all local governments to implement school concurrency by April 1, 2008. The Act also required updates to local comprehensive plans to address financial feasibility and capital improvements planning for schools. The City adopted a Public School Facilities Element in 2008.

2011 Interlocal Agreement. In 2011, local governments adopted the "First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency" to address minor changes in procedures that were needed after the 2008 agreement was implemented. This agreement superseded the 2008 agreement and is currently implemented through the following activities:

- **Joint Meetings**. An Interlocal Planners committee, consisting of a representative from each of the parties to the Interlocal agreement, meet periodically to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access as well as the implementation of the Interlocal Agreement.
- **Student Enrollment and Population Projections**. The City participates in information exchange for student enrollment and population projections.
- **Land Use and School Capacity**. The City includes a representative designated by the School Board to serve as a non-voting member of the Planning and Zoning Commission meetings. OCPS provides a School Capacity Report to the City to reference in the project analysis. Through these processes, adequate school capacity is verified in conjunction with review of development projects.
- **Co-Location and Shared Use of Facilities**. Co-location and shared use of facilities are important to both the School Board

Capacity Enhancement Agreement (CEA) Process and HB 7103. The Capacity Enhancement Program applied to new development that was the subject of a comprehensive plan amendment or rezoning that would increase residential density. OCPS reviewed residential development proposals and commented as to the availability of school capacity at the directly impacted elementary, middle and high school. The units that are permitted under the existing future land use designation and zoning are considered "vested" units and are not subject to capacity enhancements. Any additional units that would be obtained when a property is successfully rezoned are considered "unvested" and were subject to the capacity enhancement process.

To address this lack of capacity, the local government directs the project applicant to seek mitigation through a Capacity Enhancement Agreement (CEA) with OCPS for the unvested units. The capacity enhancement process involves extensive evaluation by several OCPS departments (Facilities, Student Enrollment, Real Estate, Planning) and instructional (Area Superintendents, Principals) personnel for classroom, site and core capacity issues and potential solutions such as relief, renovation to prototype size, permanent expansion, assignment of students, or timing. The process also includes a fiscal review by the Chief Financial Officer of OCPS to ensure that project pays its full share of incremental student station cost. Any funds necessary for

unvested units to meet the full share of incremental student station cost as well as school impact fees are due at Final Plat or Final Site Plan.

Presently, any requested Comprehensive Plan amendment and/or rezoning in Orange County (including its municipalities) that entails a proposed increase in residential density must undergo a capacity review by OCPS. If there is insufficient capacity at an impacted elementary, middle, and/or high school, the prospective developer and OCPS must enter into a Capacity Enhancement Agreement (CEA). These agreements typically include provisions requiring the pre-payment of impact fees, a timing mechanism, and payment of a "capital contribution", in addition to school impact fees. However, House Bill 7103, signed into law on June 28, 2019, and effective as of July 1, 2019, now requires a credit against school impact fees on a dollar-for-dollar basis for any such contribution. This credit, in essence, means OCPS would not receive any additional monies to mitigate the impacts of additional students generated by the increased residential density. As such, at the June 23, 2020, School Board meeting, OCPS issued a Declaration Relating to the HB 7103 Impact on School Overcrowding Mitigation (the "Declaration"). That Declaration declares that OCPS will no longer enter into CEAs but will only certify whether school capacity exists.

Although a legislative fix was sought in the last legislative session by the County, OCPS, and various stakeholders in the development community, none was approved. Therefore, any project that was required to apply for a CEA on or after July 1, 2019, is on hold. Currently, there are a total of 18 projects, countywide, that have been placed on hold since July 1, 2019. None of the projects are located in Ocoee.

School Concurrency Process. School concurrency was adopted in 2008. In 2011, the Florida Legislature adopted the Community Planning Act, which changed school concurrency from mandatory to optional. If implemented, the statutes provide standards for adopting an interlocal agreement and comprehensive plan amendments. The 2010 comprehensive plan amendments, and 2011 interlocal agreement, continue to meet the state statutory requirements, and the County has opted to maintain school concurrency.

The concurrency process applies to most residential projects. Developments that meet one or more of the criteria in Section 18.2 of the 2011 Interlocal Agreement are exempt from school concurrency review.

For projects that include single family lots or multifamily with fee simple lots (such as a townhome or duplex), an applicant must apply for school concurrency prior to or along with the submission of an application for a preliminary subdivision plat. A final agreement with OCPS is required prior to recording the final subdivision plat and prior to issuance of a building permit.

For projects that include multifamily units on a single lot (typically apartments or condos), an applicant must apply for school concurrency prior to or along with the submission of a master plan.

When reviewing a developer-initiated Comprehensive Plan amendment or rezoning that would increase residential density, Orange County shall seek input from OCPS as to whether sufficient school capacity will exist concurrent with the development. If OCPS indicates there is insufficient capacity in the affected schools, Orange County may take into consideration the severity of the overcrowding and the timing of the availability of the capacity to accommodate the proposed development when deciding whether to approve or deny the Comprehensive Plan amendment or rezoning.

PUBLIC SCHOOL FACILITIES ELEMENT

II. INVENTORY AND DATA

Existing Community Conditions in the County. Orange County is Florida's fifth most populous county with 6.6% of Florida's population according to the 2020 census. An important issue facing Orange County is the overcrowding of schools and the need to "catch up" with the growth of past decades.

Geographic areas experiencing the most growth are the Avalon Park Boulevard corridor in east Orange County, the Horizon West sector plan area in southwest Orange County, the Stoneybrook West/Foothills of Mount Dora project, and the Tangerine Rural Settlement in northwest Orange County.

PSF Table 1: Orange County Growth (Countywide), 1970 to 2020

Year	Total Population	Average Annual Increase %
1970	344,311	--
1980	470,865	3.68%
1990	677,491	4.38%
2000	896,344	3.23%
2005	1,002,849	3.27%
2010	1,145,956	2.85%
2015	1,314,367	2.45%
2020	1,429,908	1.75%

Source: Florida Office of Economic and Demographic Research, Orange County Area Profile

Age of Population. In 2022, the total population was estimated at 1,452,726 people. The total population for school age children (ages 5 to 19) was estimated to be 268,979 people.

PSF Table 2: Orange County Population by Age, 2022

Age	2022
Total Population by Age	1,452,726
Under 5 years	80,948
5 to 9 years	84,320
10 to 14 years	87,376
15 to 19 years	97,283
20 to 24 years	109,907
25 to 34 years	231,476
35 to 44 years	213,986
45 to 54 years	188,517
55 to 59 years	84,020
60 to 64 years	83,101
65 to 74 years	114,944
75 to 84 years	55,464
85 years and over	21,384

Source: U.S. Census Bureau, ACS 1-year estimates for 2022

Growth and Development Trends. Orange County Public Schools maintains an inventory of approved residential development projects and identifies the number of projected students from each. This data helps OCPS to develop 10-year school capacity projections and the inventory is readily available to the public via their website as an interactive mapping tool.

PUBLIC SCHOOL FACILITIES ELEMENT

School District Profile

PSF Table 3: OCPS Student Enrollment, 2010-2020	
Year	**Total Enrollment**
2010	179,040
2011	182,291
2012	185,682
2013	189,347
2014	194,275
2015	199,817
2016	203,448
2017	200,831
2018	202,654
2019	211,651
2020	212,401

Source: OCPS Student Enrollment Department

PSF Table 4: Countywide Student Enrollment and Capacity by Level, March 2025			
School Level	**Enrollment**	**Capacity**	**Difference**
Elementary	78,440	89,676	11,236
Middle	38,512	45,639	8,127
K-8	9,245	9,978	733
High	59,800	63,253	3,453
Total	185,997	208,546	22,549

Source: OCPS Student Enrollment Department, March 2025

Student Generation Rates. The Student Generation Rate (SGR) refers to the number of students produced by an individual housing unit. In Orange County, the rate varies by single family, multi-family, townhome, and mobile home.

The most recent SGRs was derived using the 2012 Orange County Public School Impact Fee Update Study and used OCPS student enrollment figures for the year 2021, internal demographic projections based on census data, and development activity. The rate is developed by dividing the number of students within a particular residential use type by the total number of units of that land use in Orange County.

PUBLIC SCHOOL FACILITIES ELEMENT

PSF Table 5: Student Generation Rate

Student Generation Rates (SGR)				
Effective October 1, 2021				
Land Use	**SGR Total**	**SGR ES**	**SGR MS**	**SGR HS**
SF Detached (average)*	**0.405**	0.178	0.094	0.133
< 2,000 sq. ft.	**0.374**	0.170	0.086	0.118
2,000 – 2,499 sq. ft.	**0.403**	0.171	0.094	0.139
2,500 – 2,999 sq. ft.	**0.483**	0.204	0.114	0.165
3,000 – 3,999 sq. ft.	**0.509**	0.217	0.121	0.172
> = 4,000 sq. ft.	**0.406**	0.169	0.092	0.145
Townhouse	**0.373**	0.173	0.087	0.113
Multi-Family (Non High Rise)	**0.286**	0.141	0.065	0.080
Multi-Family (High Rise)**	**0.013**	0.006	0.003	0.004
Mobile Home	**0.440**	0.217	0.107	0.116
**SF Detached (average) is only to be used for Capacity reviews only*				
***Effective June 22, 2021*				

Source: OCPS Facilities Planning Department

PSF Table 6: Ten-Year Student Enrollment Projections, 25/26 – 30/31						
School Year	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Total	206,556	204,744	204,706	204,903	204,900	205,574
School Year	2031-32	2032-33	2033-34	2034-35	2035-36	
Total	206,892	208,278	210,379	212,621	214,853	

Source: OCPS Student Enrollment, March 2025

PUBLIC SCHOOL FACILITIES ELEMENT

PSF Table 7: Long Range Capital Improvement Plan for Additional Schools September 13, 2022		
No. School	**New Schools**	**School Year to Open**
1	Wetherbee ES	2011
2	Lake Nona MS	2011
3	SunRidge MS	2012
4	SunRidge ES	2012
5	Prairie Lakes ES	2013
6	Sun Blaze ES	2013
7	Independence ES	2015
8	Eagle Creek ES	2015
9	Wedgefield School	2016
10	Bay Lake ES	2016
11	Millennia Gardens ES	2016
12	Timber Springs MS	2017
13	Innovation MS	2017
14	Windermere HS	2017
15	Laureate Park ES	2017
16	Westpointe ES	2017
17	Audubon Park School	2018
18	Horizon West MS	2019
19	Castleview ES	2019
20	Water Spring ES	2019
21	Sunshine ES	2020
22	Summerlake ES	2020
23	Vista Pointe ES	2020
24	Horizon HS	2021
25	Village Park ES	2021

PUBLIC SCHOOL FACILITIES ELEMENT

PSF Table 7: Long Range Capital Improvement Plan for Additional Schools September 13, 2022		
No. School	**New Schools**	**School Year to Open**
26	Lake Buena Vista HS	2021
27	Hamlin ES	2022
28	Panther Lake ES	2022
29	Stonewyck ES	2022
30	Kelly Park School	2022
31	Hamlin MS	2022
32	Water Spring MS	2023
33	129-M-SE-2	2024
34	47-E-W-4	2024
35	97-E-SE-2	2024
36	50-H-SE-2	2024
37	130-E-SE-2	2025
38	126-E-W-4	2027
39	112-E-SE-3	2028
40	105-E-SW-4	2029
41	58-E-SE-2	2030
42	56-M-SE-2	2030
43	48-M-SW-4	2030

Source: OCPS Facilities Planning Department

III. ANALYSIS

School Concurrency Implementation. Capacity, Concurrency Service Areas and Level of Service make up the three components of concurrency. The sections below describe OCPS's approach to each component.

Capacity. Permanent Florida Inventory of School Houses (FISH) Capacity refers to the number of students that can be housed in the permanent portion of a school as determined by a formula developed by the state. This formula is based on the square footage of classroom space divided by the allocated square footage per student station and takes into account the 18/22/25 students per classroom requirement of the class size amendment.

"Adjusted FISH" uses Permanent FISH as a base but includes the capacity from the District's campuses that have modular (in-slot) classrooms connected by covered walkways.

Adjusted FISH is further refined by capping the total at Core Capacity, which only applies when the facility's FISH capacity is greater than the facility's core capacity.

Core capacity indicates the total enrollment that can be served by the lunch facilities in three shifts. Core capacity is calculated by dividing the square footage of the school's dining room by a state-determined factor. If the core space is too small for the number of classrooms, a school is required to add lunch periods. This often results in students eating lunch too early or too late in the day.

In summary, the formula for Adjusted FISH is as follows:

(Not to Exceed Core) Permanent FISH + In-Slots = Adjusted FISH

Concurrency Service Areas (CSAs). An essential requirement for school concurrency is a designation of the area within which the level of service will be measured when an application for a residential development permit is reviewed for school concurrency purposes. This delineation is also important for purposes of determining whether the local government has a financially feasible public school capital facilities program that will provide schools which will achieve and maintain the adopted level-of- service standards.

Section 163.3180 of the Florida Statues allows communities to adopt a districtwide or less than districtwide CSA. In Orange County, less than districtwide CSAs are employed, due to the size of the County and the desire to recognize the link between an individual development and the affected school.

According to the Statutes, for local governments applying school concurrency on a less than districtwide basis, such as utilizing school attendance zones or larger school concurrency service areas, local governments and school boards must demonstrate that the utilization of school capacity is maximized to the greatest extent possible in the comprehensive plan, taking into account transportation costs and court-approved desegregation plans, as well as other factors. In addition, in order to achieve concurrency within the service area boundaries selected by local governments and school boards, the service area boundaries, together with the standards for establishing those boundaries, shall be identified and included as supporting data and analysis for the comprehensive plan.

For elementary schools, CSA boundaries group school attendance boundaries together in a way to balance out the overcapacity and under capacity schools. For middle and high schools, CSAs follow attendance boundaries.

PUBLIC SCHOOL FACILITIES ELEMENT

Level of Service (LOS). Capacity is central to the concept of concurrency because it forms the basis for level of service (LOS). Public facilities and services have limits beyond which they become overburdened. State law provides specific measures for determining the capacity of a particular public facility or service.

LOS is defined as "…an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of Service shall indicate the capacity per unit of demand for each public facility" [formerly found in Rule 9J-5.003, Florida Administrative Code].

The LOS standard for public schools is based upon the "capacity of the facility," which is the number of students to be serviced by the facility, rather than on the basis of the school performance as determined by the level of student achievement or some other qualitative measurement. For public school facilities, the LOS may be expressed as the percentage or ratio of student enrollment to the student capacity of the school.

The following LOS has been adopted:

- Elementary – 110% of Adjusted FISH Capacity
- K through 8 – 110% of Adjusted FISH Capacity
- Middle – 100% of Adjusted FISH Capacity
- High – 100% of Adjusted FISH Capacity

Existing Level of Service. The existing level of service shows concurrency service areas where the number of students enrolled exceeds the permanent program capacity. Even with a robust concurrency management system, enrollment can exceed capacity because of demographic changes within existing developments. Further, concurrency fees are assessed based on an average student generation rate, while individual housing developments may have higher or lower rates. If a minimal amount of overcrowding occurs, OCPS typically does not construct an entire new school if it would be mostly empty on the day it opens. Given varying economic conditions, OCPS also cannot "pre-build" schools in anticipation of new development that may or may not occur. OCPS is also hesitant to re-zone school attendance areas for small amounts of overcrowding, given the disruption to children and families. Therefore, in fast growing parts of Orange County, temporary overcrowding is likely to remain common for the foreseeable future.



Ocoee Elementary School



Ocoee Middle School



Ocoee High School

PSF Table 8: Enrollment, Capacity, and Utilization for Schools Serving Ocoee, 2021-2022			
	Enrollment	Capacity (FISH)	Utilization
Elementary			
Citrus	472	758	62.27%
Ocoee	643	830	77.47%
Prairie Lake	813	863	94.21%
Spring Lake	437	627	69.70%
Thornbrooke	599	744	80.51%
Westbrooke	519	842	61.64%
Middle			
Gotha	1,092	820	133.17%
Lakeview	830	1,123	73.91%
Ocoee	1,247	1,424	87.57%
Sunridge	1,347	1,237	108.89%
High School			
Ocoee	2,484	2,793	88.94%
Olympia	2,892	2,950	98.03%
Wekiva	2,121	2,797	75.83%
West Orange	2,713	3,020	89.83%

Source: OCPS Facilities Planning Department

PSF Table 8 provides the enrollment and capacity for the public schools within the City. According to the 2021-2022 data, the only school that serves Ocoee residents that is overcapacity is Gotha Middle School which is at 133.17% of its capacity. PSF Figure Nos. 1-14 show the attendance zones for each of the schools listed in PSF Table 8.

To maximize capacity and reduce reliance on future revenue, OCPS will employ a variety of options to meet LOS, including rezoning, adding or moving special programs, or adding additional capacity to schools being renovated under the comprehensive renovation program funded by local sales tax along with the evaluation of at home learning during a pandemic and how the school capacity measures might change as a result of 2020's pandemic.

Financial Resources

PECO

The Public Education Capital Outlay funds (PECO) are derived from proceeds of the Gross Receipts Tax on utilities, which is constitutionally allocated for education capital improvement. These funds are provided to the district for construction, remodeling or renovations. Restrictions for use of these funds include new athletic facilities and performing arts centers. Any project using these funds must have been recommended in the educational plant survey.

Half Cent Sales Tax

On September 10, 2002, Orange County voters passed a half-cent sales tax increase for public schools. Voters renewed the tax in 2014 and 2024. The sales tax will be in effect until the end of 2035 unless it is renewed again. Tax revenues can be used for the construction and renovation of school facilities including the costs of retrofitting and providing technology implementation and any related land acquisition, land improvement, design and engineering costs, including any bond indebtedness. Since 2002, the sales tax has funded the repair/replacement of 94 schools, and the construction of one new high school (Wekiva High School). For the remaining term of the tax, an additional 42 schools will be repaired or replaced.

Property Tax

Funds are derived from a 1.5 millage levy on local property. The legal limit for capital improvement tax is 2.0 mills. This millage represents a rollback of 0.5 mills as a result of the voter-approved sales tax referendum. Revenues may be used for payment of principal and interest on COPS; for purchase of new and replacement equipment; for maintenance of existing facilities; rental and leasing of educational facilities and sites; purchase of new and replacement school buses; project management; and construction and remodeling of new or existing facilities.

Certificates of Participation (COPS)

COPS funds are not a source of revenue but the proceeds of a twenty five year loan against future property tax revenues. Funds may be used to remodel, renovate or replace existing schools and acquire land and construct additional schools.

State Capital Outlay and Debt Service (CO&DS

CO&DS are derived from the first proceeds of the State auto license fees and are constitutionally earmarked for educational capital improvement needs. Allocations are made on the basis of the calculated number of "teacher units," and at a rate prescribed by the Constitution. CO&DS funds may be used in the acquisition, building, construction, renovation or replacement of capital outlay projects. The requirement is that these projects be listed on a project priority list that is developed from the plant survey.

School Impact Fees

School impact fees have been levied countywide in Orange County since 1993. As required by law, impact fees can only be levied on new development and cannot be used to correct existing infrastructure deficiencies.

Budget. OCPS updates the budget annually and includes planned revenues and capital

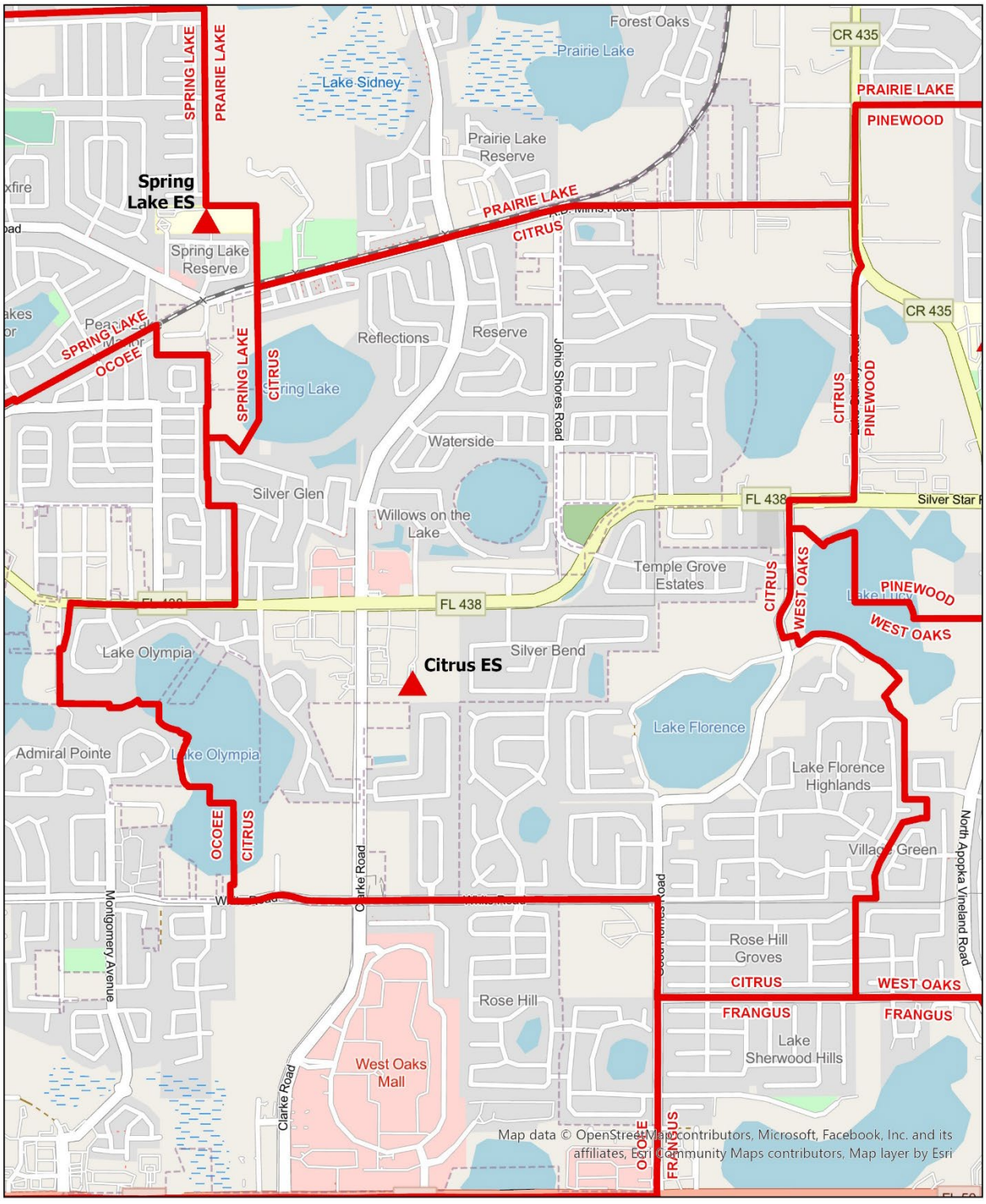
PSF Table 9: OCPS School Impact Fee Schedule

School Impact Fee Rate Schedule					
Land Use	Current Impact Fee Effective June 22, 2021 - September 30, 2021	Installment #1 Effective October 1, 2021 – January 31, 2022	Installment #2 Effective February 1, 2022 – May 31, 2022	Installment #3 Effective June 1, 2022 – September 30, 2022	Installment #4 Effective October 1, 2022
Single-Family Detached					
< 2,000 sq. ft.*	$8,784.00	$8,806.00	$8,806.00	$8,806.00	$8,829.00
2,000 – 2,499 sq. ft. *	$8,784.00	$9,148.00	$9,148.00	$9,148.00	$9,513.00
2,500 – 2,999 sq. ft. *	$8,784.00	$9,438.00	$10,093.00	$10,747.00	$11,402.00
3,000 – 3,999 sq. ft. *	$8,784.00	$9,591.00	$10,399.00	$11,207.00	$12,015.00
> = 4,000 sq. ft. *	$8,784.00	$9,184.00	$9,184.00	$9,184.00	$9,584.00
Townhouse	$6,930.00	$7,398.00	$7,867.00	$8,336.00	$8,805.00
Multi-Family (High Rise)	$307.00	$307.00	$307.00	$307.00	$307.00
Multi-Family (Non High Rise)	$5,919.00	$6,335.00	$6,335.00	$6,335.00	$6,751.00
Mobile Home	$6,088.00	$6,849.00	$7,610.00	$8,371.00	$9,132.00
** square footage shall include the heated/cooled living area*					
Note: Impact fees are assessed and must be paid in full at the time of building permit issuance.					

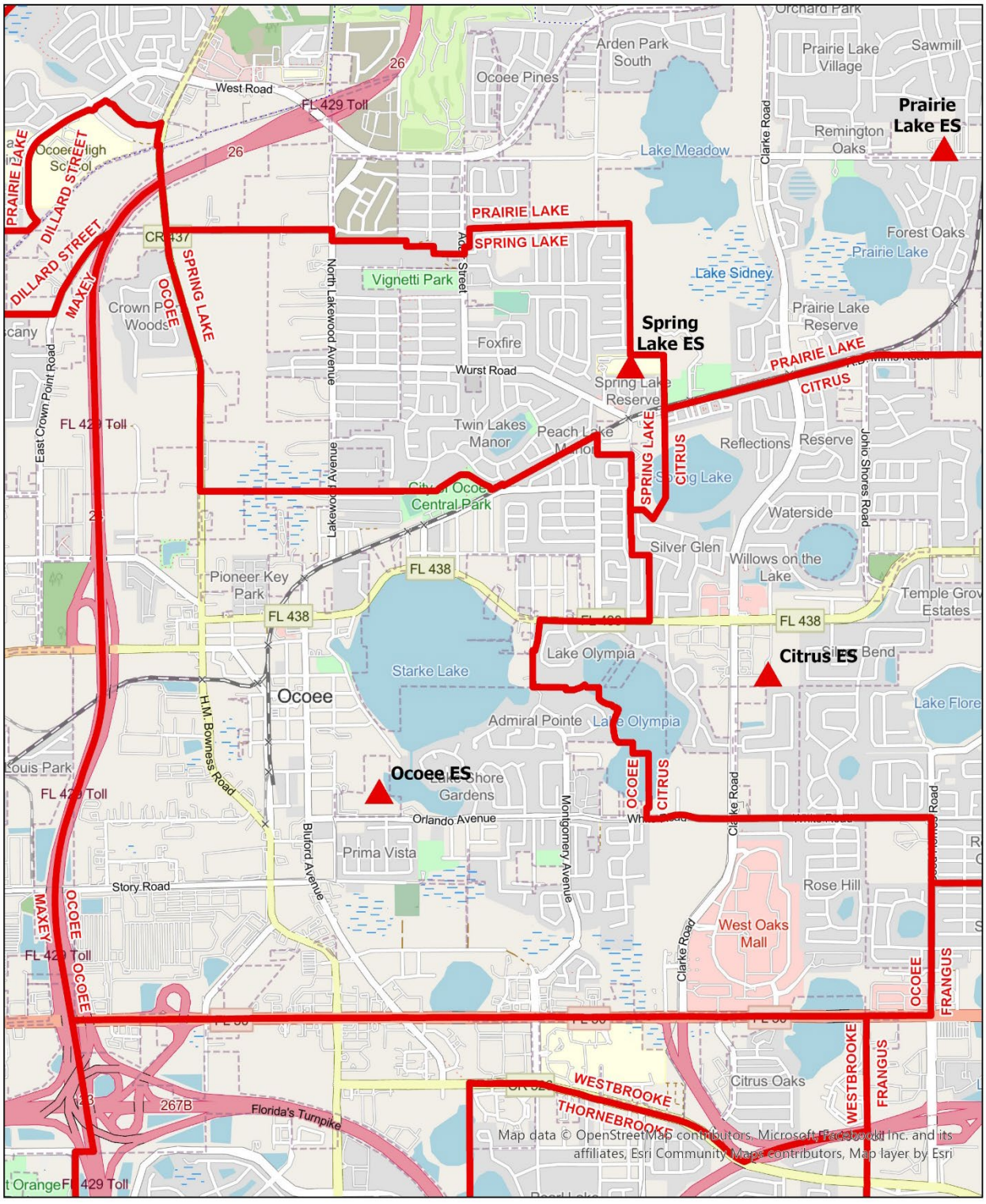
Source: OCPS Facilities Planning Department

expenditures over the next 10 years. This demonstrates financial feasibility.

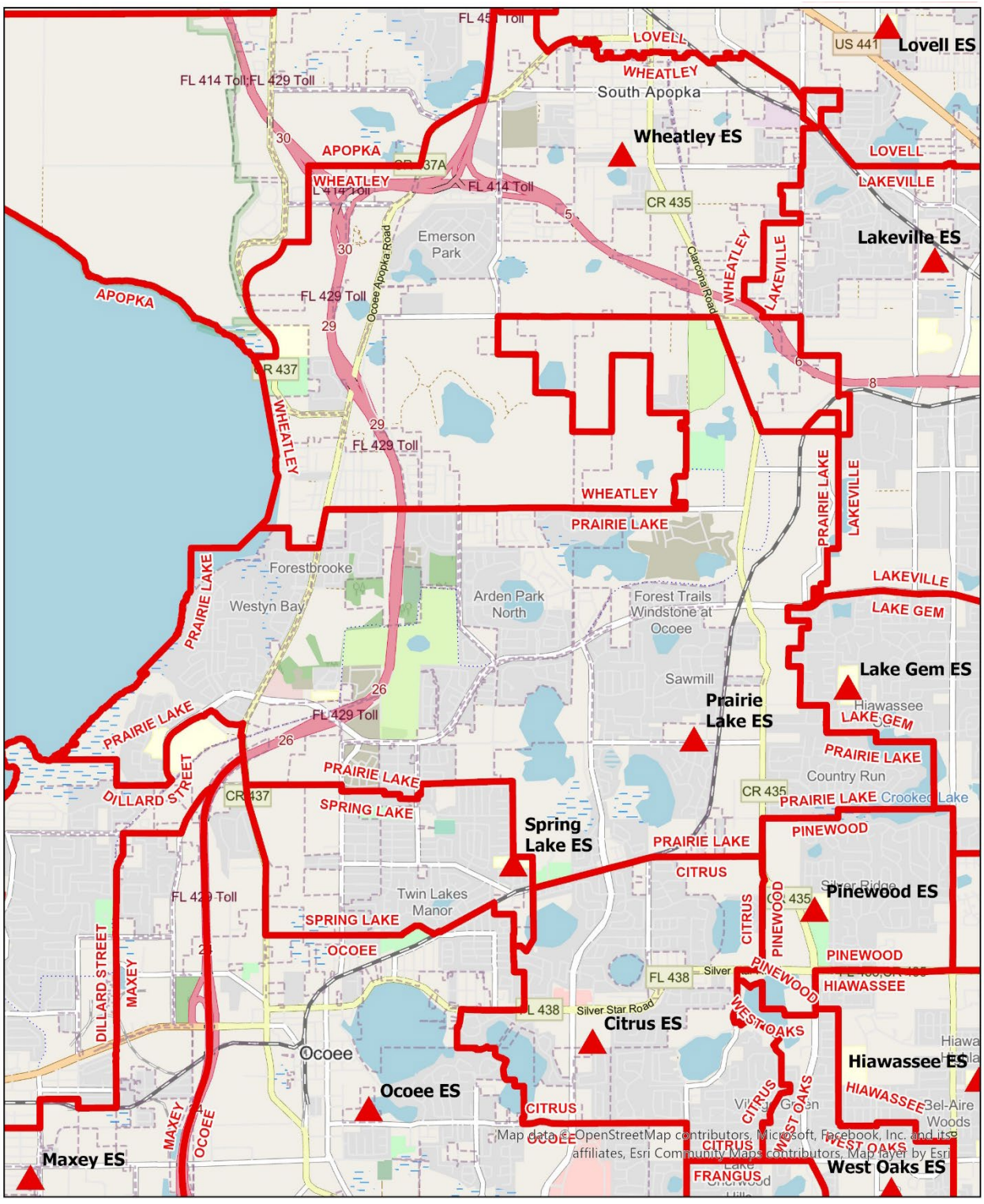
Conclusion. OCPS has extensive planning processes in place to keep up with a fast growing student population. New school construction, and comprehensive renovation of existing schools, help to provide high quality education across the County. While overcrowding remains a concern, OCPS continues to plan proactively to minimize disruptions to students. The City is a committed partner by working with developers to understand and implement school concurrency and capacity enhancement.



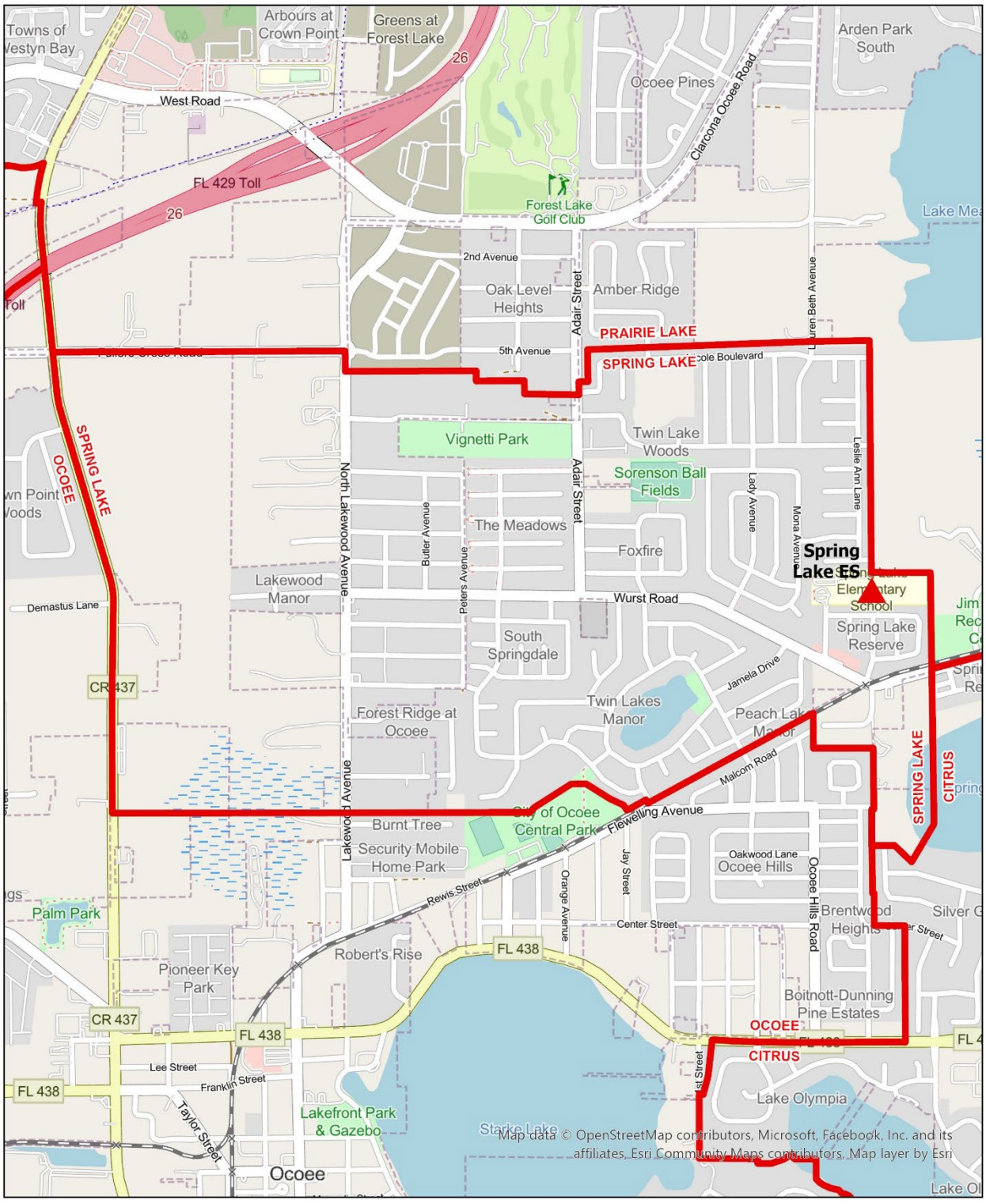
PSF Figure No. 1: Citrus Elementary School Attendance Zone, 2024-2025



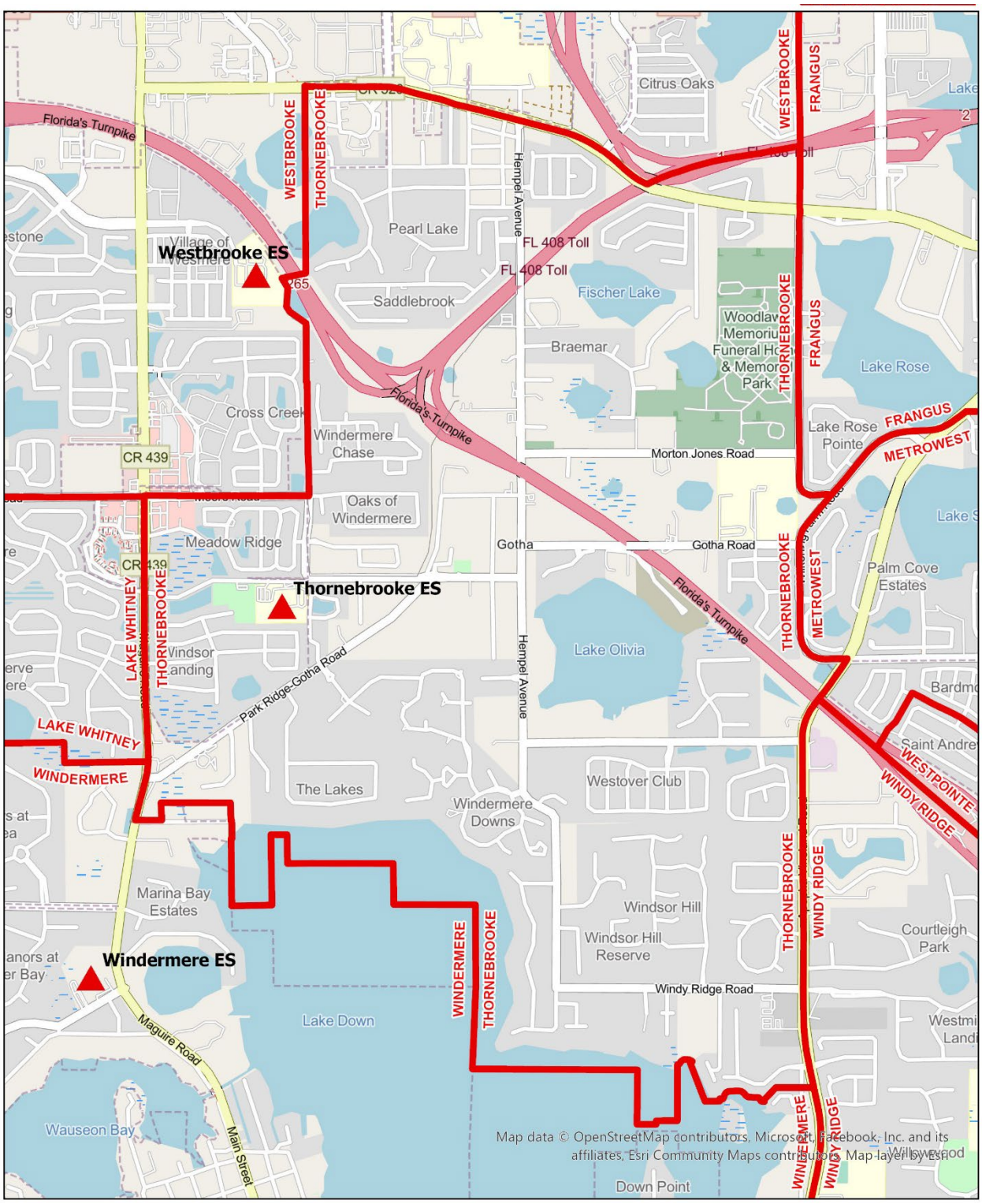
PSF Figure No. 2: Ocoee Elementary School Attendance Zone, 2024-2025



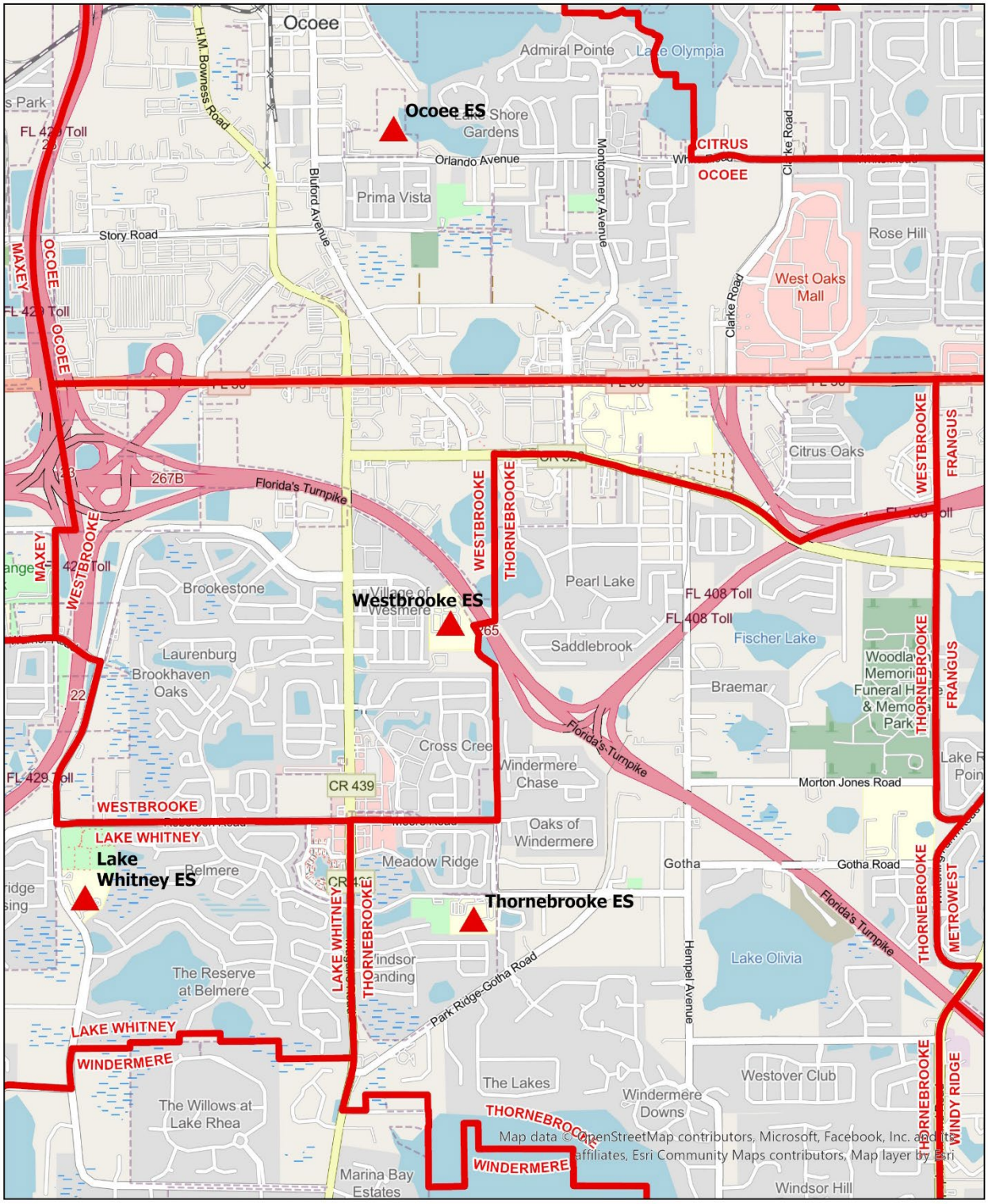
PSF Figure No. 3: Prairie Lake Elementary School Attendance Zone, 2024-2025



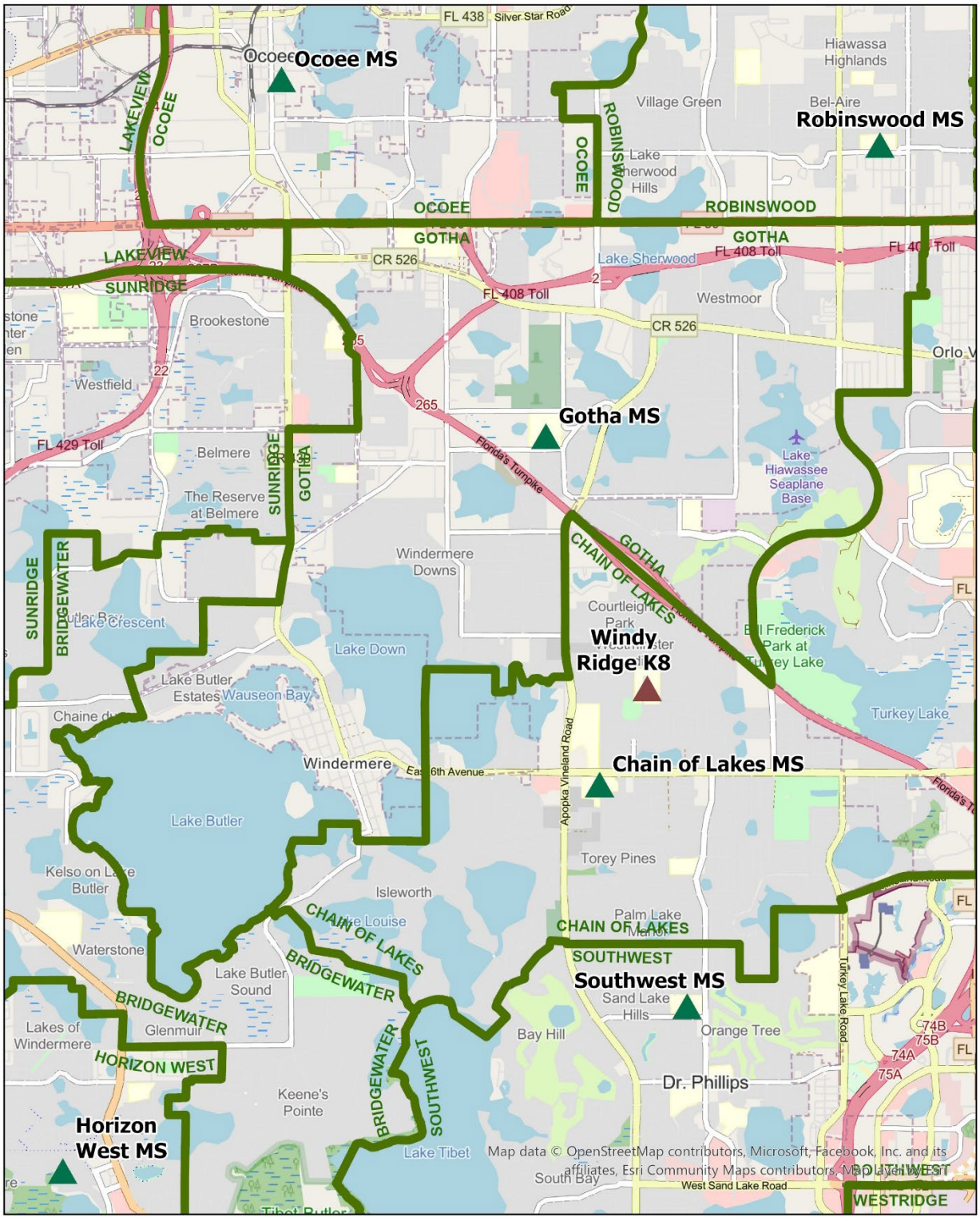
PSF Figure No. 4: Spring Lake Elementary School Attendance Zone, 2024-2025



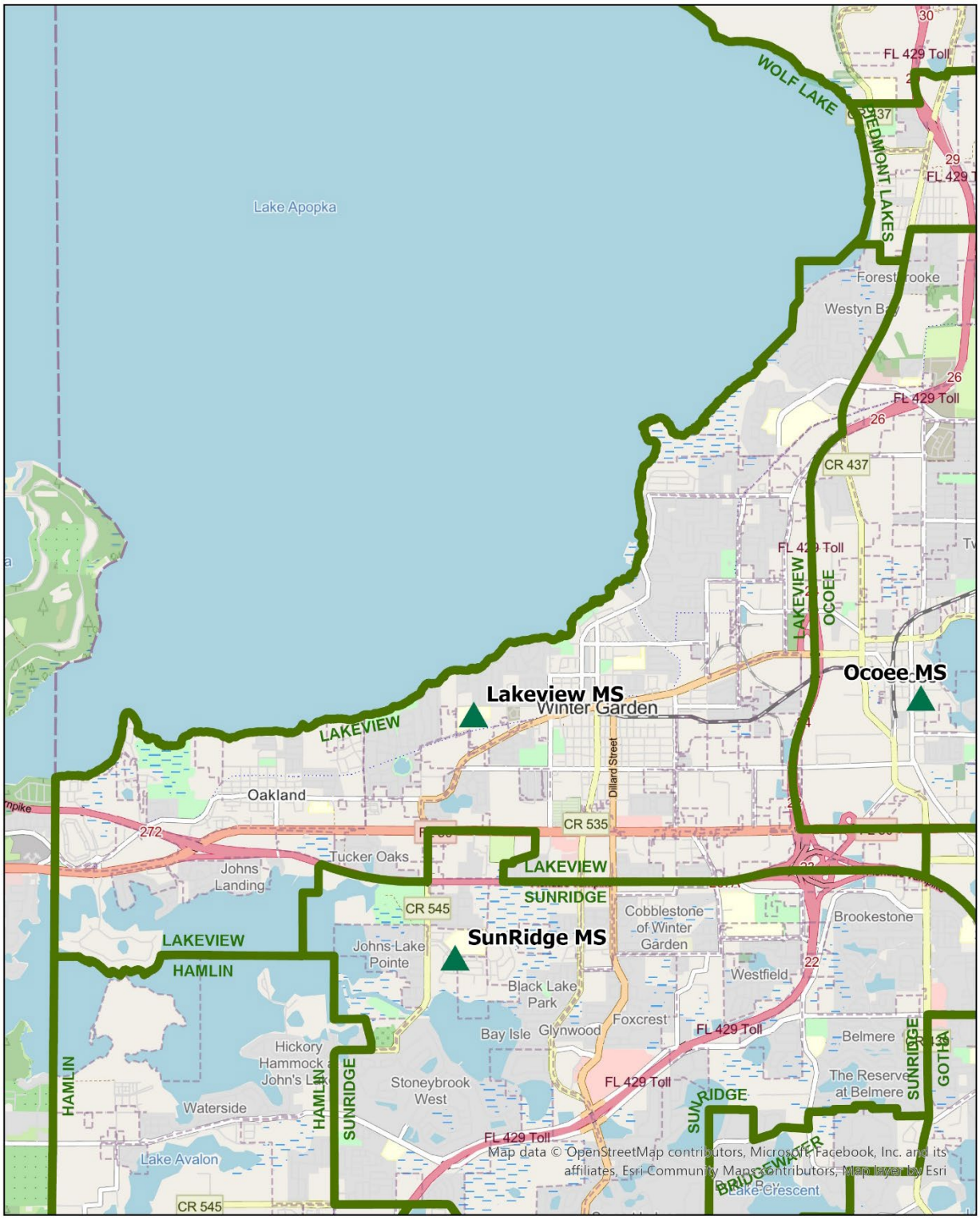
PSF Figure No. 5: Thornebrooke Elementary School Attendance Zone, 2024-2025



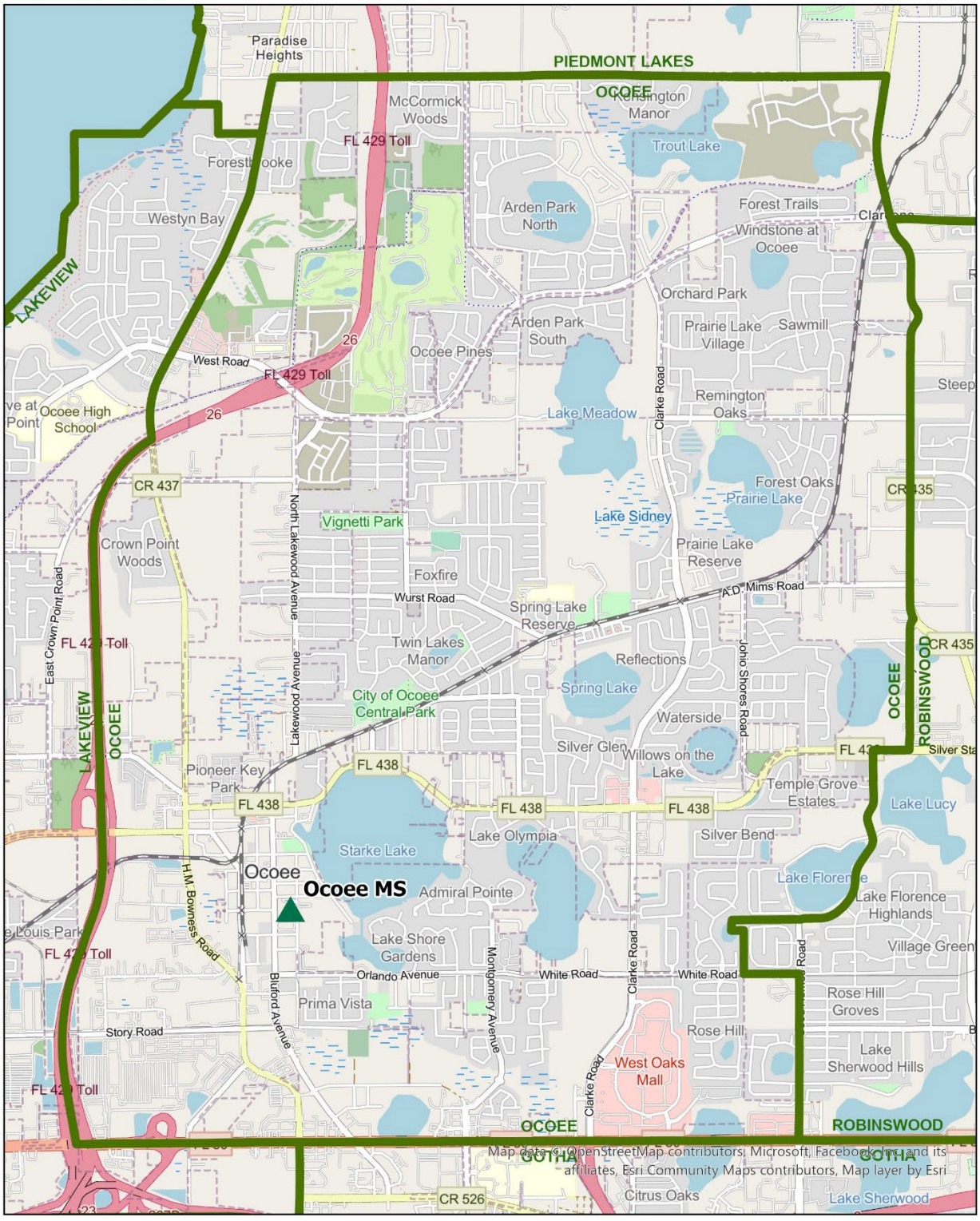
PSF Figure No. 6: Westbrooke Elementary School Attendance Zone, 2024-2025



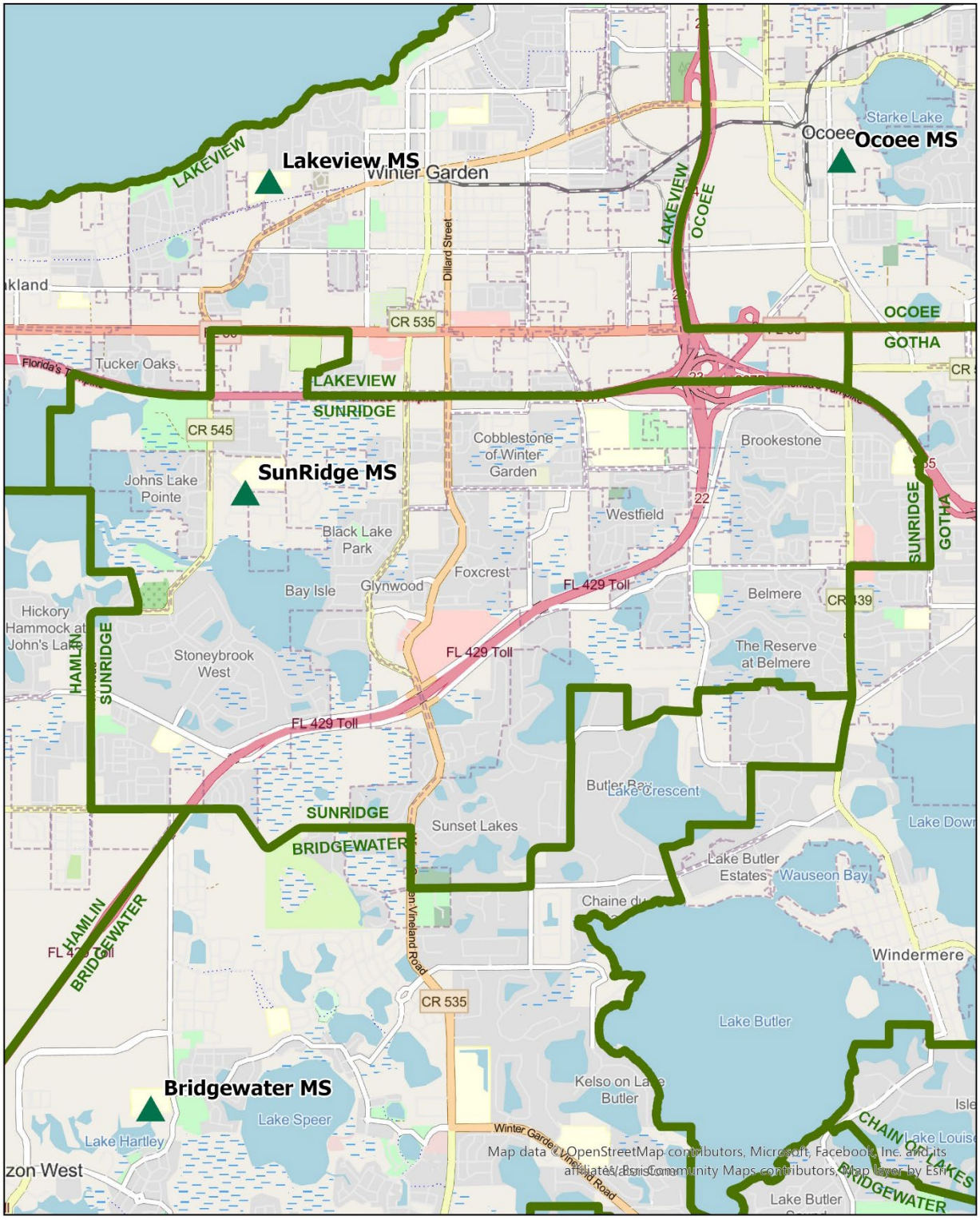
PSF Figure No. 7: Gotha Middle School Attendance Zone, 2024-2025



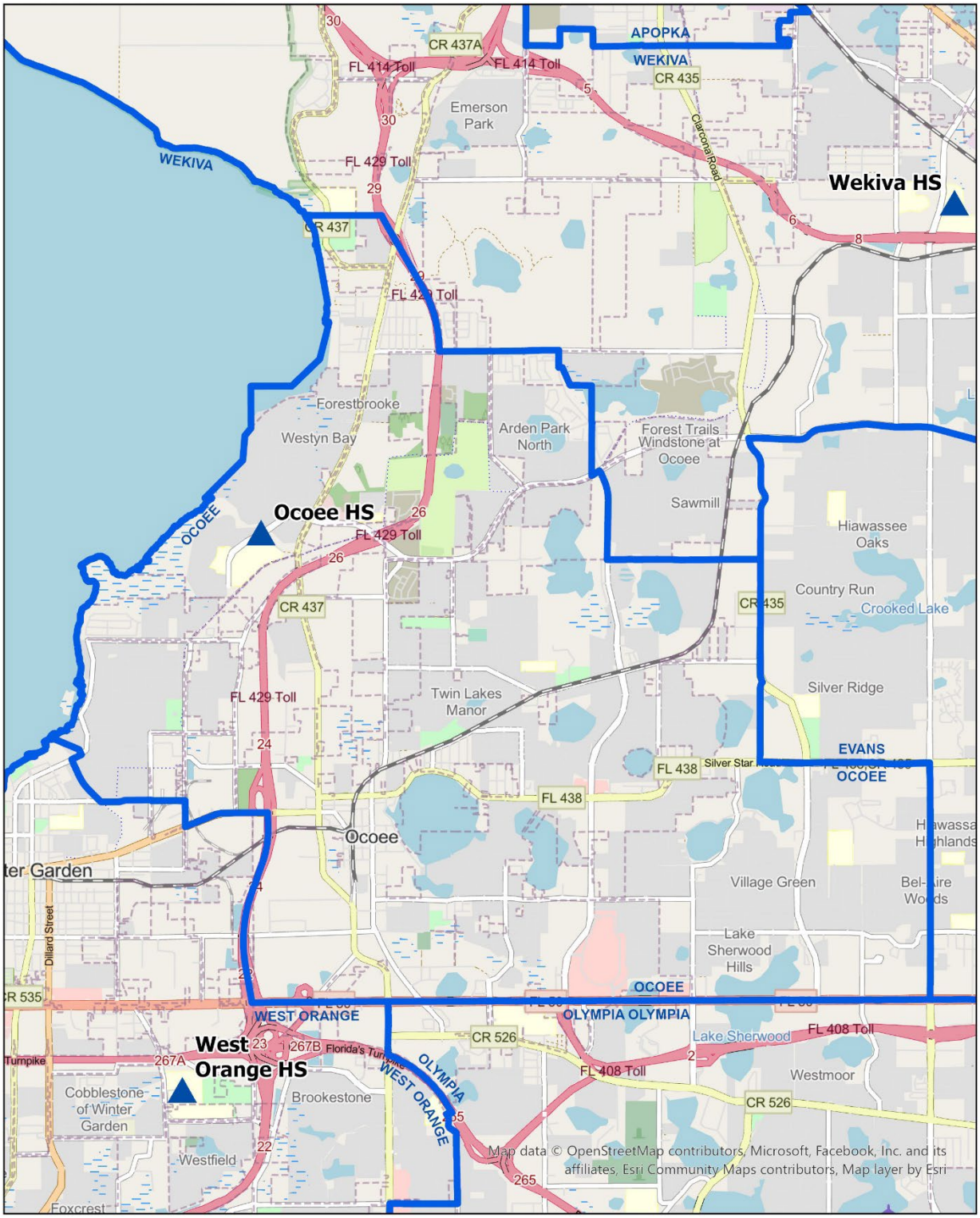
PSF Figure No. 8: Lakeview Middle School Attendance Zone, 2024-2025



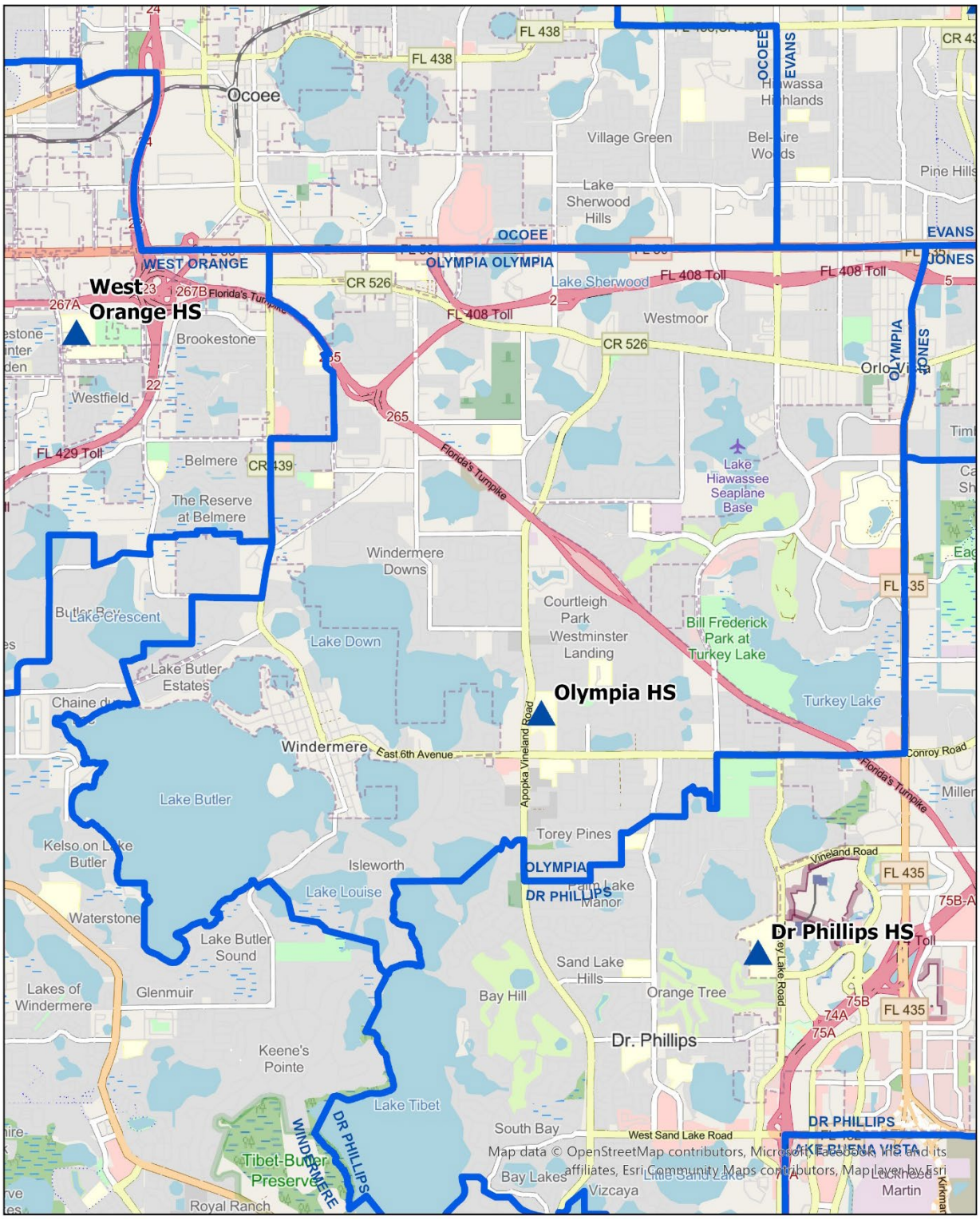
PSF Figure No. 9: Ocoee Middle School Attendance Zone, 2024-2025



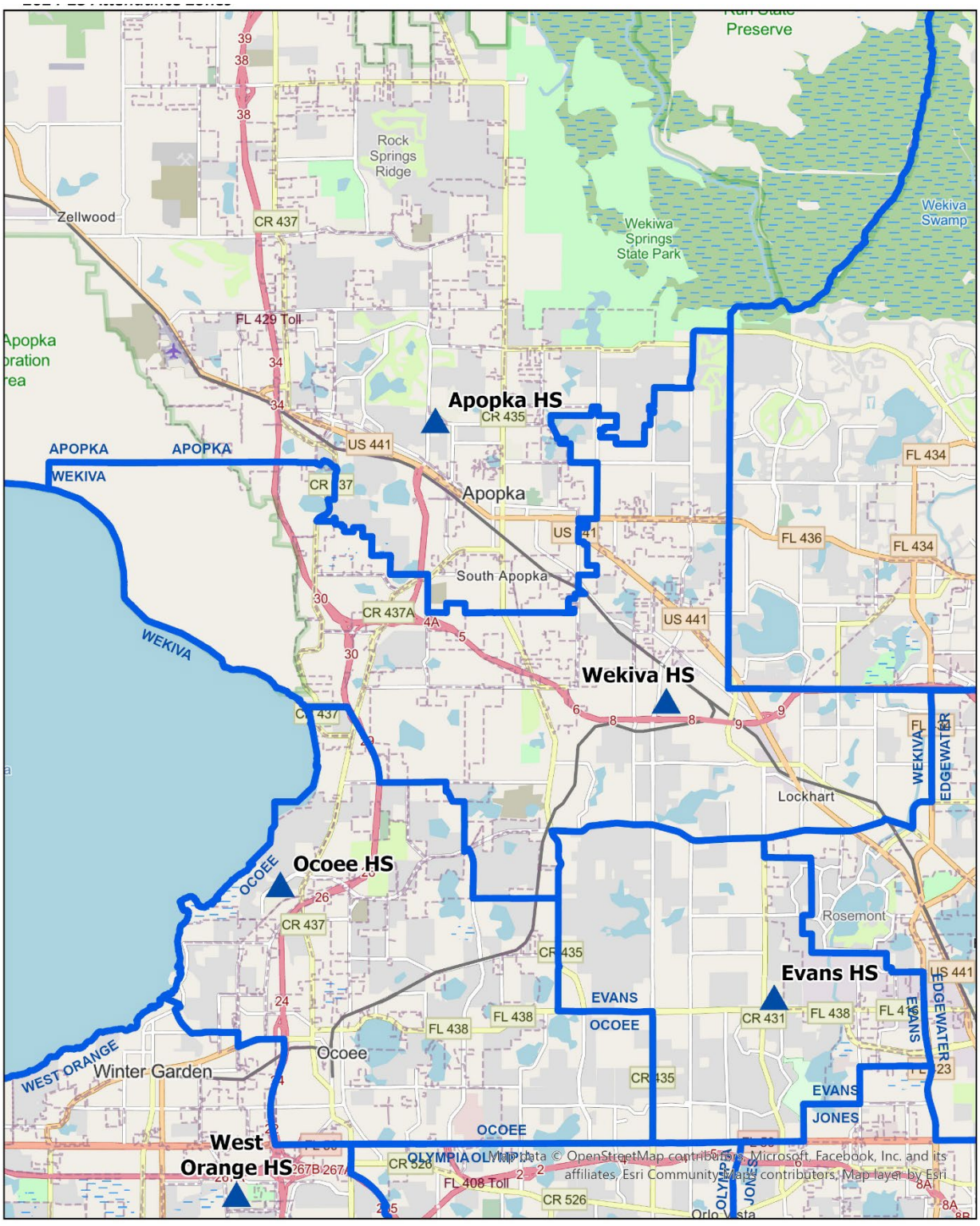
PSF Figure No. 10: Sunridge Middle School Attendance Zone, 2024-2025



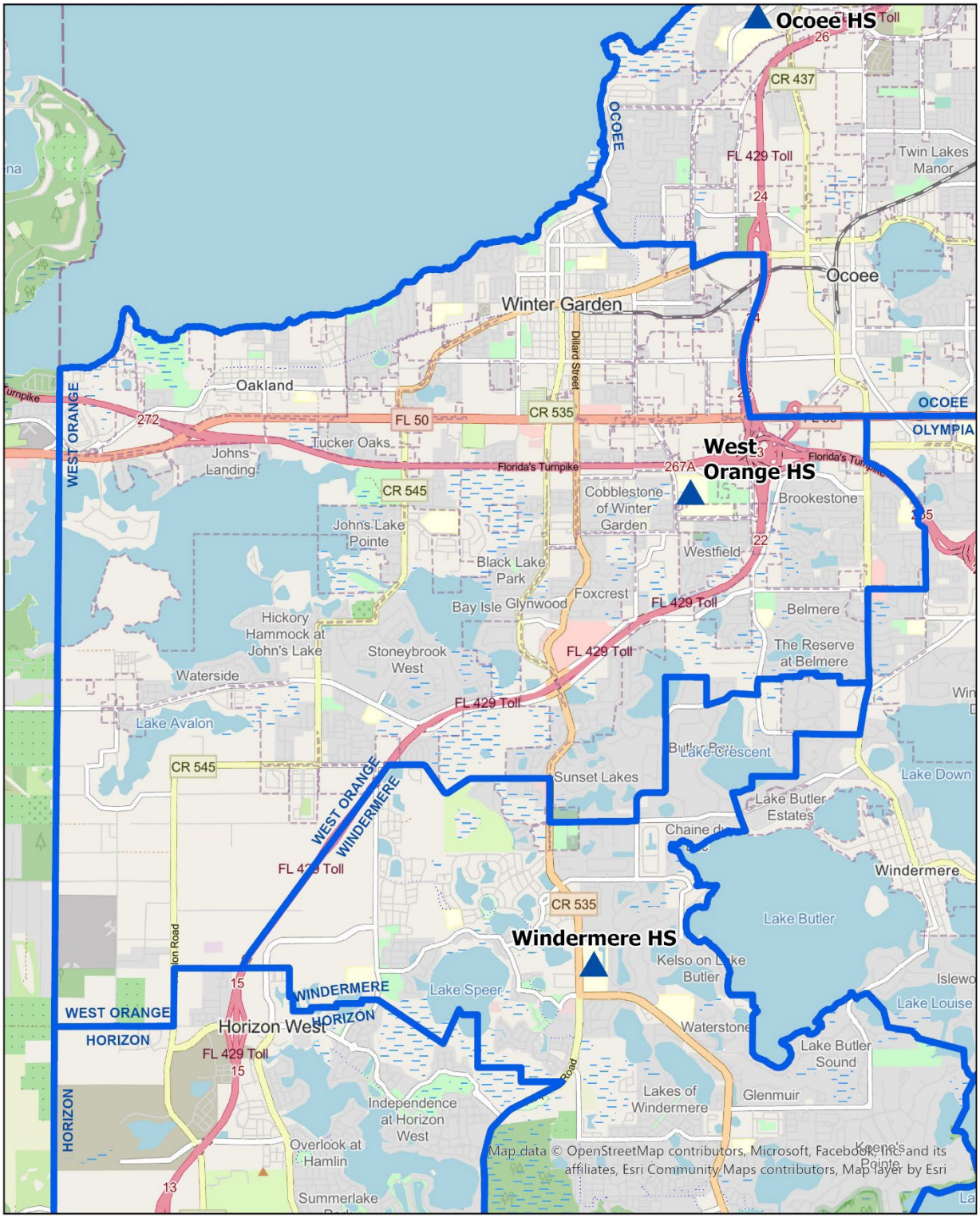
PSF Figure No. 11: Ocoee High School Attendance Zone, 2024-2025



PSF Figure No. 12: Olympia High School Attendance Zone, 2024-2025



PSF Figure No. 13: Wekiva High School Attendance Zone, 2024-2025



PSF Figure No. 14: West Orange High School Attendance Zone, 2024-2025

Intergovernmental Coordination Element

CHAPTER

6

INTERGOVERNMENTAL COORDINATION ELEMENT

I. INTRODUCTION

The following Intergovernmental Coordination Element is prepared and adopted in accordance with Chapter 163, Part III of the Florida Statutes. This portion of the Element provides a generalized summary of the current intergovernmental coordination activities of Ocoee. This summary identifies coordinating entities, existing coordination efforts, and coordination mechanisms.

The Comprehensive Plan for the City of Ocoee includes eight parts called Elements. These Elements are as follows.

1. Future Land Use
2. Housing
3. Recreation & Open Space
4. Infrastructure
5. Mobility
6. Conservation
7. Public School Facilities
8. Intergovernmental Coordination
9. Capital Improvements
10. Private Property Rights

The City of Ocoee wants to take the initiative in intergovernmental coordination of such major issues as annexation, water conservation, housing, solid waste management and land use compatibility with neighboring cities and the unincorporated County neighborhoods.

The purpose of the Intergovernmental Coordination Element is to identify and resolve incompatible goals, objectives, and policies and development proposed in local government comprehensive plans and to determine and respond to the needs for coordination processes and procedures with adjacent local governments, and regional and state agencies.

The Future Land Use Element is an integral part of the City's goal of creating a vibrant, attractive, and economically sustainable community where businesses thrive and neighborhoods flourish through diverse, compact, and complementary land uses.

II. INVENTORY AND DATA

Coordination with Local Governments

City of Apopka

The City shall coordinate through the Interlocal Agreement for Fire and Rescue Mutual Aid.

Town of Windermere

The City shall coordinate through the Interlocal Agreement for Police Dispatching Services and Interlocal Agreement for Permit Inspection and Review and Fire Services.

City of Winter Garden

The City shall coordinate through the Interlocal Agreement for Police Dispatching Services and Interlocal Agreement for Regional Reuse Master Plan

Orange County

The City shall coordinate through the Joint Planning Area Agreement, Cooperative Right-of-Way Agreements, Sewer and Water Service Territorial Agreements, and Law Enforcement Mutual Aid Agreement.

The Joint Planning Area Agreement was established December 3, 2019 with the First and Second Amendments dated November 30, 2021 and the Third Amendment dated September 27, 2022.

INTERGOVERNMENTAL COORDINATION ELEMENT

Coordination with Regional Authorities

East Central Florida Regional Planning Council

The East Central Florida Regional Planning Council (ECFRPC) was organized pursuant to Chapter 186.504 and 186.505, Florida Statutes (FS) as defined in Chapters 29, 163, and 38, FS. ECFRPC is organized for the purpose of providing a means wherein local governments in East Central Florida, through its membership, can cooperatively plan for the future of the region. The region includes all of Brevard, Lake, Orange, Osceola, Seminole and Volusia Counties.

The Council exercises the powers, duties, functions, and responsibilities for conducting planning and coordinating review and assistance activities and functions enumerated by the legislature. As a state designated clearinghouse review agency, the ECFRPC is responsible for review of all state and federal grant applications, dredge and fill permit applications and Developments of Regional Impact (DRIs), as well as the responsibility to ensure that the City's Comprehensive Plan is consistent with the Comprehensive Regional Policy Plan.

The Council also provides a forum for informal mediation to resolve conflicts or inconsistencies arising from development of growth among the cities and counties in the region. The office of the City Manager and the City of Ocoee City Commission are the offices with primary responsibility.

St. Johns River Water Management District

There are five water management districts in Florida. The districts were created by the Water Resources Act of 1972 (Chapter 373, FS). The City of Ocoee is located within the St. Johns River Water Management District (SJRWMD). The purpose of the water management districts is to purchase and manage lands; engage in technical investigation; develop water resource plans; regulate surface water management facilities and consumptive use of water, artificial aquifer recharge and well construction; and engage in aquatic weed control. The SJRWMD provides technical support and data to the City. The City Manager's Office is primarily responsible for coordinating with SJRWMD.

MetroPlan Orlando

The City of Ocoee is a member of MetroPlan Orlando. MPOs are federally mandated to coordinate regional transportation planning. MetroPlan Orlando's Board is comprised of representatives from agencies throughout Orange, Osceola, and Seminole Counties. These agencies include local governments and airports, Orlando-Orange County Expressway Authority, Central Florida Regional Transportation Authority, and the Greater Orlando Aviation Authority. The MPO committees include the Transportation Technical Committee, Citizens Advisory Committee, Bicycle/Pedestrian Advisory Committee, Municipal Advisory Committee, and the Transportation Disadvantaged Local Coordinating Board.

The MPO is responsible for the implementation of the local transportation planning process by setting transportation goals, objectives, and policies for the area. The MPO is also responsible for review and approval of all plans, reports and documents developed in the transportation planning process. The Transportation Department of the ECFRPC has been designated to serve as staff to the MPO. In this capacity, the Council planners collect and analyze data, prepare plans and reports, and provide other services.

INTERGOVERNMENTAL COORDINATION ELEMENT

Coordination with State Agencies

Florida Department of Transportation

The Florida Department of Transportation (FDOT) was created by the Governmental Reorganization Act of 1969. It operates under the authority of Chapters 334-339 and 341, FS. FDOT is responsible for coordinating the planning of all modes of transportation on land, sea, and air and for constructing and maintaining the state highway system. The State Transportation Engineer coordinates project development in the seven districts throughout Florida. The District Engineers manage and administer the Department's work program and systems maintenance.

Urban transportation system plans are developed jointly by FDOT and the MPO. Technical and administrative dealings among these legally designated planning agencies are established to conform with federal regulations and have been formalized through interlocal transportation planning agreements.

Florida Department of Environmental Protection

The Florida Department of Environmental Protection (DEP) was created in 1975 under Chapter 75-22, Laws of Florida. DEP is the principal agency for the implementation of state environmental policies and laws. The Department establishes standards for the protection of natural systems through the permitting process of activities that may impact the environment, including permitting and monitoring potential sources of pollution and discharges for compliance with state standards. In the event of non-compliance or violation, the DEP has the authority to take enforcement action.

The DEP manages eight environmental regulatory programs: Water Quality, Water Quantity, Potable Water, Solid Waste, Air Quality, Noise Control, Coastal Zone Management, and Power Plant Sitings. DEP programs are administered mainly through field offices located throughout the state. However, the Water Quantity Program is managed through the five regional Water Management Districts.

The functions of the DEP and its districts are coordinated through using joint application procedures. DEP permitting programs require coordination with the Florida Department of Natural Resources and the U.S. Army Corps of Engineers. In administering the Water Quality Program, DEP assists local governments in obtaining grants for sewage treatment facilities and loans for other pollution control projects.

Florida Fish and Wildlife Commission

The Florida Fish and Wildlife Commission was created in 1999 and its agency mission is managing fish and wildlife resources for their long-term well-being and the benefit of people. The agency is headquartered in Tallahassee with five regional offices in Panama City, Lake City, Ocala, Lakeland and West Palm Beach.

The agency has enforcement and regulatory authority over the state's fish and wildlife resources. The Office of the City Manger is primarily responsible for coordination with the Florida Fish and Wildlife Commission.

Florida Department of Education

The Florida Department of Education was created in 1885 and was established in its present form in 1969 under Article IX, Section 2 of the Constitution of the State of Florida and Section 20.15, FS. The Department develops comprehensive objectives for public education, policies for the efficient operation of all phases of public education, and all required rules and regulations for the enforcement of school codes.

INTERGOVERNMENTAL COORDINATION ELEMENT

The State Board of Education consists of the Governor and Cabinet, with an elected Commissioner of Education who serves as the chief executive officer of the Department. Four divisions and four boards oversee the operation of public and private educational institutions from the primary grades through the university system including the Florida School for the Deaf and Blind.

The Department coordinates with all levels of government in carrying out each phase of the educational program and exercises general supervision over all divisions and boards to ensure coordination of educational plans and programs, and to resolve controversies.

The Office of the City Manager is primarily responsible for coordination with the Florida Department of Education.

Florida Department of Health

The Florida Department of Health was created in 1996 when the Florida Department of Health and Rehabilitative Services was spilt into two distinct departments. The Department is primarily responsible for public health in the state.

The Office of the City Manager is primarily responsible for coordination with the Florida Department of Health and Rehabilitative Services.

Florida Department of Commerce

The Florida Department of Commerce was created by the Government Reorganization Act of 1969, pursuant to Section 20.17, FS. The Department of Commerce is responsible for the guidance, stimulation, and promotion of economic development within the state, as it relates to industry, marketing and international development. The Department also provides state leadership in the development and promotion of the tourist industry.

Through its five field offices the Department assists regional and local governments in economic planning activities and in applying for funds in support of economic development programs. The Department also serves as liaison between the State and Florida businesses, and between the State and the Caribbean, South and Central American concerns. The Division of Tourism coordinates national and international ad campaigns, and assists municipalities, chambers of commerce and other tourist oriented entities in formulating cooperative promotional programs. The Office of the City Manager is primarily responsible for coordination with the Florida Department of Commerce.

Executive Office of the Governor

The Executive Office of the Governor (EOG) was created in 1972 under Section 14.201 FS. The functions of the EOG apply mainly to preparation of the annual executive budget and legislative agenda of the Governor, and review of state agency plans and programs. Another major responsibility is the preparation, development and revision of the State Comprehensive Plan.

The EOG also gathers data on the state energy resources and administers the State's role in petroleum allocation and conservation. The EOG is directed by an administrative commission composed of the Governor and Cabinet. The Office coordinates planning among federal, state, regional, and local levels of government and those of other states. The Office also coordinates all state agency planning and programming activities, serves as the state planning and development clearinghouse, and designates regional and area clearinghouse review agencies. The EOG also serves as liaison between the state and federal officials, agencies, and members of Congress. The Office of the City Manager is

primarily responsible for coordination with the Executive Office of the Governor.

Florida Department of State, Division of Historical Resources

The Florida Department of State's Division of Historical Resources is responsible for preserving and promoting Florida's historical and archaeological resources. This is accomplished through three bureaus within the agency: Bureau of Historic Preservation, Bureau of Historical Museums, and Bureau of Archaeological Research.

DHR directs historic preservation efforts throughout the state in cooperation with state and federal agencies, local governments, private organizations, and individuals. The Division director serves as the State Historic Preservation Officer, acting as the liaison with the national historic preservation program conducted by the National Park Service. The Office of the City Manager is primarily responsible for coordination with the Division of Historical Resources.

Coordination with Federal Agencies

U.S. Department of Justice

The U.S. Department of Justice (DOJ) was established in 1870 under 16 Statute 162; 28, United States Constitution (U.S.C.) 501, 503. The DOJ plays a key role in the protection of the public from criminals and subversion, in providing and ensuring the healthy competition of business, in safeguarding the consumer, and in enforcing drug, immigration, and naturalization laws. The Department also protects citizens through its efforts for effective law enforcement, crime prevention, crime detection, and prosecution and rehabilitation of offenders. DOJ also represents the government on legal matters.

The Department is comprised of a number of agencies that provide financial and technical assistance to state and local governments for improvement of correctional systems, drug control capabilities, and general law enforcement and criminal justice. Forms of technical assistance range from training of personnel to developing data base and communication systems. The Office of the City Manager is primarily responsible for coordinating with the U.S. Department of Justice.

U.S. Department of Transportation

The U.S. Department of Transportation (USDOT) was established in 1966 under 80 Statute 391; 49 U.S.C. 1651. USDOT establishes the nation's overall transportation policy in regards to highway planning, development, construction, urban mass transit, railroads, aviation, and the safety of airports, ports, and waterways, highways, and oil and gas pipelines.

The Department consists of several administrations, a number of which provide financial assistance to state, regional, and/or local agencies for various transportation projects and programs, such as funding to the states for highway improvement, traffic operations and highway safety programs. Financial assistance is also provided for capital and operating expenses, technical studies, managerial training, research and development projects and demonstration projects. The Office of the City Manager is primarily responsible for coordinating with the U.S. Department of Transportation.

U.S. Environmental Protection Agency

The Environmental Protection Agency (EPA) was established in 1970 pursuant to Reorganization Plan Number 3 of 1970. The purpose of the EPA is to protect and enhance the environment through control and abatement of pollution in the areas of water, air, solid waste, noise, radiation and toxic substances. The Agency integrates a variety

of research, monitoring, standard setting, and enforcement activities.

The Agency coordinates and supports research and anti-pollution activities by state and local governments, public and private groups and educational institutions. The development of local programs for pollution abatement is accomplished through the EPA's ten regional offices. The Agency also reinforces efforts among other federal agencies with respect to the impact their operations may have upon the environment. The Office of the City Manager is primarily responsible for coordinating with the EPA.

U.S. Department of Commerce

The U.S. Department of Commerce was titled as such in 1913 under 37 Statute 736; 15 U.S.C. 1501, which reorganized the Department of Commerce and Labor created under 32 Statute 825; 15 U.S.C. 1501. The Department serves and facilitates the nation's economic development and technological advancement.

The Department offers assistance and information to domestic and international business: provides social and economic statistics and analyses for business and government planners; assists in the development of the U.S. Merchant Marine; provides research and promotes the increased use of science and technology in the development of the economy; promotes foreign tourism; provides assistance to speed the development of economically underdeveloped areas of the nation; seeks to improve the understanding of the earth's physical environment and oceanic life; and assists in the growth and development of minority businesses.

The Department encompasses a number of agencies that provide technical assistance and financial aid to state and local government. The Economic Development Administration focuses on areas of excessive unemployment, while the National Oceanic and Atmospheric Administration awards grants to states for developing and carrying out plans for management of their coastal zones. All levels of government utilize data provided by the Department's Bureau of the Census. The Office of the City Manager is primarily responsible for coordinating with the U.S. Department of Commerce.

U.S. Department of the Interior

The U.S. Department of the Interior was created in 1849 under 9 Statute 395; 43 U.S.C. 1451. The Department administers most federally owned and managed public lands and natural resources; including water, mineral, fish and wildlife. Jurisdictional responsibilities include the coordination of federal and state recreation programs, the preservation and administration of the nation's scenic and historic areas, operation of conservation and youth training programs, reclamation of lands, hydroelectric power systems, and administration of programs for native Americans.

State and local governments can receive financial and/or technical assistance from the Department for a number of activities including: fish and wildlife restoration and management projects, surveys and research related to topography, geology, and water and mineral resources; historic preservation; acquisition of critical natural areas; acquisition and development of parks; enhancement and restoration of local recreational systems; Indian Affairs programs; and development of coal resources. The Office of the City Manager is primarily responsible for coordinating with the U.S. Department of the Interior.

U.S. Department of Defense

The U.S. Department of Defense was established as an executive department of

the U.S. Government by the National Security Act Amendments of 1949, 63 Statute 578; 5 U.S.C. 101. Through the Department, specifically the U.S. Army Corps of Engineers, the Defense Department administers permitting programs designed to protect water quality and environmentally valuable wetland resources, to prevent alteration or obstruction of navigable waters, and to control the dumping of dredged material into ocean waters. The types of activities requiring permits include excavating and filling, construction, and work in ocean waters such as beach nourishment.

The Corp's programs are administered through 37 districts nationwide. Florida falls within the Jacksonville and Mobile, Alabama districts. Due to overlapping legal jurisdictions, the Corps and the Florida Departments of Environmental Protection and Natural Resources jointly review permit applications, issue joint public notices, and where possible, hold joint public hearings. The Office of the City Manager is primarily responsible for coordinating with the U.S. Department of Defense.

U.S. Department of Housing and Urban Development

The U.S. Department of Housing and Urban Development (HUD) was established by the Housing and Urban Development Act of 1965, 79 Statute 667; 42 U.S.C. 3531-3537. The Department is the principal federal agency responsibility for programs related to housing needs, fair housing opportunities and improving and developing the nation's communities. The HUD administers mortgage insurance programs; rental subsidy programs; anti-discriminatory activities related to housing; and programs that assist in neighborhood rehabilitation.

The Department stresses the role of states, cities, counties, and other units of local government in the solution of housing and community development problems through a number of program functions. Activities, such as Urban Development Action Grants, assist local governments in maintaining and improving the availability of housing and the preservation and rehabilitation of local communities. Programs of research studies, testing and demonstrations are carried out through the awarding of grants, cooperative agreements and contracts with industry, educational institutions and units of local government. The Office of the City Manager is primarily responsible for coordinating with HUD.

U.S. Department of Health and Human Services (DHHS)

The U.S. Department of Health and Human Services (DHHS) was created in 1953 as the Department of Health, Education, and Welfare and redesignated in 1979 under its current name by the Department of Education Reorganization Act, 93 Statute 695; 20 U.S.C. 3508. In addition to the Social Security system, the Department administers a broad range of social service and human development programs oriented toward the elderly, children of low-income families, persons with physical and/or mental handicaps, runaway youths, and native Americans.

The Department conducts the following health-related functions: provides national leadership and administration for a program of federal, state, and area-wide health planning and health delivery systems; supports education for the health professions; conducts and supports research in the fields of medicine and related sciences; protects the health of the nation against impure foods, drugs, and cosmetics; and administers Medicaid and Medicare programs.

Ten (10) regional offices represent the Department in official interactions with state and local governments. Grants and technical

assistance are available for the development of local health resources and the improvement of local social service systems. For example, state agencies may receive funding to establish community service programs. This is accomplished through the designation and funding of area agencies on aging such as the role played by the East Central Florida Regional Planning Council. The Office of the City Manager is primarily responsible for coordinating with the U.S. Department of Health and Human Services.

U.S. Department of Education

The U.S. Department of Education was created in 1979 under the Department of Education Organization Act, 93 Statute 668; 20 U.S.C. 3401. The Department establishes national education policy and administers and coordinates most federal assistance to education. An intergovernmental advisory council on education, composed of elected officials, educators, parents and students makes recommendations to the Secretary of the Department and the President for improvement of the administration of federal education programs.

The Department administers grants and technical assistance to state educational agencies and/or local school districts for a variety of purposes, including: the elimination of segregation and discrimination; special programs such as Drug and Alcohol Abuse education; vocational and technical training; special programs and services to assist the handicapped; and support of post-secondary institutions and students. The Department also provides some financial support to federally aided institutions, including colleges for the deaf and blind. The Office of the City Manager is primarily responsible for coordinating with the U.S. Department of Education.

Federal Emergency Management Agency

Federal Emergency Management Agency (FEMA) was established under Reorganization Plan Number 3 of 1978 and Executive Orders 12147 and 12148. FEMA facilitates multiple use of emergency preparedness and response sources at all levels of government in preparing for and responding to natural, manmade and nuclear emergencies. FEMA integrates activities related to hazard mitigation, preparedness planning, relief operations and recovery assistance into a comprehensive framework.

Ten regional offices are the primary means by which the agency administers and manages programs carried out at state and local levels. Programs of assistance are available to state and local governments and other eligible jurisdictions in declared disasters or emergencies. In order to minimize potential damage in flood hazard areas, the Agency works closely with officials at all levels of government through the National Flood Insurance Program.

The Agency also develops and disseminates materials concerning fire services and provides training in civil management preparedness activities to federal, state and local government personnel. The Office of the City Manager is primarily responsible for coordinating with FEMA.

Coordination with Utility Companies

Various utility companies coordinate their activities with the City of Ocoee through franchise agreements or by City ordinance. These franchise agreements cover Electric, Gas, Cable, and Telecommunications services. The Office of the City Manager is primarily responsible for coordinating with utility companies.

III. ANALYSIS

This Element will discuss the effectiveness of existing coordination mechanisms which are used to further intergovernmental coordination; identify and discuss specific problems and needs within each element of the Comprehensive Plan which would benefit from additional coordination; compare the growth and development proposed in the plan with appropriate comprehensive regional policies in order to evaluate the needs for additional coordination; and, coordinate the Plan with the rules, principals, and guidelines for development in any area of critical state concern falling within the local governments jurisdiction.

Effectiveness of Existing Coordination Mechanisms.

At the present time, all contracts and agreements have proven to be effective. No changes will be required. All interlocal agreement with adjacent municipalities are effective.

Orange County. The City of Ocoee and Orange County have been coordinating with one another based upon the "Joint Comprehensive Planning Area Interlocal Agreement (Reserve Planning Area)." On February 11, 1994, the two jurisdictions adopted a new Joint Planning Area Agreement which had eighteen amendments from 1994 to 2018. On May 1, 2018, the City notified Orange County of the City's intention to terminate the current Agreement. On December 19, 2018, the two jurisdictions adopted a new "Joint Planning Area Agreement" which has proven to be effective. The authority to create a new JPA through an interlocal agreement is conferred to the City and County by Chapters 125, 163, 164, and 166, Florida Statutes, as well and by their respective local government charters. In addition, the City and the County will work together in the areas of right-of-way reservations for County roads, planning activities, and Sheriff's Office activities.

Joint Planning Area (JPA) Agreement. In general, the JPA Agreement will facilitate increased intergovernmental coordination, the evaluation of development impacts, the mitigation of extra jurisdictional impacts, and the timely resolution of inter jurisdictional disputes. The outline below highlights some of the more notable provisions of the JPA agreement.

Unless the JPA Agreement is abrogated, no property located outside of the JPA may be annexed during the term of the Agreement unless the boundaries of the JPA are modified to include the subject property. This would require County Commission approval as well as City Commission approval.

The Gotha and Clarcona Rural Settlements in particular are protected from City encroachment. In return, the county promises not to contest any annexations found by the City to be consistent with the JPA agreement. Through adoptions of the JPA agreement, Orange County has granted the City of Ocoee extra jurisdictional, comprehensive planning authority for properties within the JPA.

The JPA agreement also specifies the conditions in which water and sewer service will be provided to properties situated within the Ocoee service area. After annexations, those properties located outside the City's Water/ Sewer Territory will, where feasible, be provided with service through Orange County. If the county is unable to provide service in a timely manner, the County shall request wholesale service from the City, in order to clarify the process under which the property may secure utilities, Ocoee adopted resolutions #94-10 which stipulates the conditions under which service will be provided.

Sewer and Water Territorial Agreements. The JPA negotiations with Orange County also entailed changes to the Water and Sewer Territorial Agreements. The existing territorial agreements remain intact, but the boundaries of the territories were amended. It should be noted that not all areas could be annexed by the City of Ocoee will be served by City utilities. In addition, some properties located outside of the JPA will be served by City water and sewer because they are located in the City's utility service area. Like the JPA Agreement, these Water and Sewer Territorial Agreements also outline the procedures for resolving intergovernmental disputes promptly.

Settlement Agreements. The City and the County have also executed two settlement agreements to resolve all issues related to the challenged and disputed annexations and rezoning.

Orange County School Board. The City cooperates with the Orange County School Board on a regular basis on issues related to bond issues and the acquisition and construction of school facilities. The coordination mechanisms have proven to be effective and require no changes.

Coordination with Regional and State Agencies. As a member of the East Central Florida Regional Planning Council, the City of Ocoee coordinates and communicates with the Council on a regular basis. The Council serves as the state-designated regional clearinghouse. As such, it reviews all grant and permit applications submitted for regional impacts which effect the City. Through the permitting process and the allocation of federal and state grant funds, the City communicates and coordinates with various federal and state agencies that have regulatory and review jurisdiction over development in the City. In addition, the City actively participates in activities sponsored by the MPO. These existing mechanisms have served the City well and require no changes.

Coordination with Utilities. The provision of utility services in the form of electric, telecommunication, and community antenna systems are provided through formal franchise agreements. These existing mechanisms have proven to be effective and need no changes.

Intergovernmental Coordination and Plan Elements. This section discusses specific problems and needs within each element of the Comprehensive Plan which would benefit from improved or additional intergovernmental coordination.

Future Land Use Element. The City of Ocoee is located approximately 10 miles west of Orlando. The City shares common borders with the Town of Windermere, the Cities of Apopka and Winter Garden, and the unincorporated areas of Orange County.

ISSUE: Prevention and elimination of incompatible land uses along common borders.

FINDINGS: The City of Ocoee should coordinate and consult with the Town of Windermere, Cities of Apopka and Winter Garden, and the County to ensure that future changes in zoning and land use along common borders reflect the types of land uses typical of those areas. The City shall continue to coordinate with Orange County on all annexation, rezoning, de-annexation, developments of regional impact, and comprehensive plan text and map and land use amendments, pursuant to the JPA Agreement.

Housing Element. The City of Ocoee is a residential community that is seeing rapid growth in the area of single-family and multi-family residential developments.

INTERGOVERNMENTAL COORDINATION ELEMENT

ISSUE: Availability of Affordable Housing

FINDINGS: The City will continue to work with local housing authorities to assist in the provision of affordable housing.

Recreation and Open Space Element. As one of Orange County's prime municipalities, the City of Ocoee is experiencing tremendous growth. The LOS Standard should be 8 acres per 1,000 population.

ISSUE: Recreation and Open Space Level of Service Standards

FINDINGS: The City of Ocoee shall adopt the level of service standards as defined in the Recreation and Open Space Element.

ISSUE: Maintenance and coordination of recreational facilities

FINDINGS: The City of Ocoee shall coordinate with Orange County, the Orange County School Board, the Cities of Apopka and Winter Garden and the Town of Windermere to ensure that the existing and planned recreational resources are used for maximum benefit.

ISSUE: Preservation and Acquisition of Open Space

FINDINGS: The City shall coordinate with Orange County and the State to protect the natural resources and open space of the City and to acquire additional property that may become available for open space.

Infrastructure Element.

ISSUE: Sanitary Sewer

FINDINGS: The City of Ocoee owns and maintains the sanitary sewer system. The City will continue to coordinate with the FDEP for permitting and monitoring requirements. The City shall provide sewer services to those properties located within Ocoee's Sewer Territory, pursuant to the Sewer Territorial Agreement and the JPA agreement. The LOS Standard should be 250 gallons per day per ERU.

ISSUE: Solid Waste

FINDINGS: The City collects its solid waste and it is disposed at an Orange County transfer facility. The City needs to ensure that the provision of this service is included in County plans for future construction and/or acquisition of these facilities.

ISSUE: Potable Water

FINDINGS: The City provides potable water through its own system of wells and distribution. The City will continue to work with the SJRWMD and the FDEP for permitting and water quality monitoring requirements. The City shall provide sewer services to those properties located within Ocoee's Water Territory, pursuant to the Water Territorial Agreement and the JPA agreement. The LOS Standard should be 270 gallons per day per ERU.

ISSUE: Hazardous Waste

FINDINGS: The City shall coordinate with Orange County, ECFRPC, and DEP to inform and educate the public and private concerns in the City on the proper methods of collecting and disposing of such wastes.

ISSUE: Natural Groundwater Aquifer Recharge

FINDINGS: The City of Ocoee will continue to work with the SJRWMD, SFWMD, the EPA, and the FDEP in natural groundwater aquifer protection policies.

Mobility Element. The City of Ocoee is located in one of the most rapidly growing areas in the State of Florida. There are several arterial roads within the Ocoee area. These include SR 50, Kissimmee Avenue, Silver Star Road,

Ocoee-Apopka Road, Clarcona-Ocoee Road, and Apopka-Vineland Road.

ISSUE: Traffic Circulation Improvements

FINDINGS: The City of Ocoee is not fiscally responsible for addressing all the transportation improvements identified in the Transportation Element for the City. Both Orange County and FDOT have financial responsibility for county and state roads located in the City. It is therefore critical that the City coordinate and review transportation improvement plans and programs proposed by the County and the State. The preservation and protection of rights-of-way should be coordinated to integrate efficiently with County and State plans, and address LOS standards.

Conservation Element.

ISSUE: Air Quality

FINDINGS: The City shall continue to cooperate with Orange County Environmental Protection Division to ensure the continued high ambient air quality found in the City.

ISSUE: Surface Water Bodies

FINDINGS: There are numerous lakes within the City. It is important that the City continue to coordinate with DEP, FWC, SFWMD, and SJRWMD to reduce stormwater runoff and agricultural runoff.

ISSUE: Floral and Faunal Communities

FINDINGS: The City shall identify all ecological communities and shall work to identify all species considered to be endangered or threatened. The City shall continue to cooperate with the Florida Department of Agriculture and Consumer Services, the U.S. Fish and Wildlife Services, the Florida Fish and Wildlife Conservation Commission, and the Florida Committee on Rare and Endangered Plants and Animals, and the Florida Department of Agriculture.

ISSUE: Natural Reservations

FINDINGS: The City shall continue to preserve and maintain the natural reservations identified in the Conservation and Recreation and Open Space Elements.

Capital Improvements Element

CHAPTER

6

CAPITAL IMPROVEMENTS ELEMENT

I. INTRODUCTION

Florida Statutes requires that the Capital Improvements Element (CIE) consider the need for and the location of public facilities to encourage the efficient and effective use of such facilities to accommodate growth. Consequently, the CIE becomes the "cornerstone" for achieving this mandate.

The City's CIE Data, Inventory, and Analysis (DIA) summarizes the City's inventory of capital resources, financial resources, local policies and practices, projected financial revenues, and projected expenditures. A discussion of issues and recommendations is also provided. The Goals, Objectives, and Policies (GOPs) and Five-Year Schedule of Capital Improvements are established and adopted within the policy document of Envision 2045. The GOPs Policy document includes provisions relative to:

- Principles for construction, extension, or increase in capacity of public facilities, as well as principles for correcting existing public facility deficiencies to implement the Comprehensive Plan,
- Through the Capital improvement Plan (CIP), the estimated public facility costs, and
- Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.

II. INVENTORY AND DATA

As part of the update of the Comprehensive Plan the City completed an inventory of the various facilities and resources within the City, maps were prepared to show the general location of the facilities, a determination was made as to when the facilities will be needed, and projected revenue sources were identified. The details for each facility type are provided in their respective Elements and a summary is provided herein.

Transportation. Within the Mobility Element, formerly the Transportation Element, the City conducted a detailed inventory of existing roadway, transit, bicycle, and pedestrian facilities and identified their current, operating level of service. The Mobility Element contains tables and maps for each facility type and describes planned improvements within the next 10-year and 20-year planning horizons. Based on the findings of the Mobility Element, the 2045 anticipated levels of service (LOS) for transit, bicycle/pedestrian, and roadway facilities will be as follows:

- ***Transit.*** Transit services and facilities will not be extended or expanded within the city limits;
- ***Bicycle/Pedestrian Facilities.*** Future 2045 Level of Traffic Stress (LTS) for most bicycle and pedestrian facilities within the City are projected to operate with a bicycle LTS of 2 or 4 and pedestrian LTS of 3 or 4, and
- ***Roadway Facilities.*** All roadways are projected to operate at LOS E or better, except for the following:

  City Jurisdiction

  - Clarke Road, from White Road to SR 438 (Silver Star Road)
  - Maguire Road, from Park Ridge Gotha Road to SR 50
  - Maguire Road, from Marshall Farms Road to Kissimmee Avenue
  - Old Winter Garden Road, from Maguire Road to Hempel Avenue

  County Jurisdiction

  - Clarcona Ocoee Road, from SR 429 to Clarke Road
  - Good Homes Road, from Old Winter Garden Road to SR 408
  - Good Homes Road, from SR 50 to White Road
  - Old Winter Garden Road, from Hempel Avenue to Good Homes Road

State Jurisdiction

- Ocoee Apopka Road, from SR 438 (W Franklin Street) to SR 438 (W Silver Star Road)
- SR 438 (Silver Star Road), from Ocoee Apopka Road to Bluford Avenue
- SR 50, from 9th Street to Clarke Road
- SR 50, from Good Homes Road to Apopka Vineland Road

No specific improvements are currently planned to address these deficiencies; however, the City will continue to implement pedestrian and bicycle improvements to support these modes of transportation in an effort to provide improved mobility throughout the City; the City's Concurrency Management System will ensure that growth and development pay its proportionate share of the cost of the improvements needed.

Water and Wastewater. Within the Utilities Sub-element of the Infrastructure Element, the City evaluated its capacities to provide water and wastewater service to current and future residents within its water and wastewater service areas. The City's capacity planning shall be consistent with its commitments within the Water Supply Plan, which must also be consistent with the Central Florida Water Inventory (CFWI) estimates for water consumption by population, in addition to the results from the 2022 Water Audit. The Utilities Department use CFWI population estimates to streamline the process and have consistency for the 10-Year Water Supply Plan.

Drainage Basins. Updated descriptions and analyses of the stormwater basins, floodplains, aquifer and soil conditions, and Wekiva Study Area are provided within the Drainage Sub-element. The Sub-element also provides an update on the public drainage facilities and private drainage facilities within the city. Stormwater drainage needs to be managed for flooding and water quality protection and to regulate stormwater runoff as a potential source for groundwater/aquifer recharge. Protection and conservation of floodplain areas are essential to maximizing natural stormwater storage areas.

The City will continue participation and coordination with the St. Johns River Water Management District (SJRWMD), Upper Ocklawaha Basin Working Group, Wekiva River Basin Commission, Orange County, and other adjacent municipalities on joint projects. The City seeks to encourage stormwater management practices that imitate natural stormwater systems and provides an array of maintenance initiatives and Capital Improvement Projects (CIPs) focused on drainage infrastructure.

Since the previous Drainage Sub-element in the 2002 Comprehensive Plan did not contain a level of service for drainage, this update provides a level of service for drainage. Specifically, the City shall maintain a level of service standard based on performance standards as defined in 44 CFR, Parts 59-78 - National Flood Insurance Program; Chapter 62-302, Florida Administrative Code (FAC); and the City's published design standards. The performance standards for water quality shall be in accordance with Class III recreational waters, as specified in Surface Water Quality Standards Chapter 62-302, FAC. Secondary drainage collection and conveyance systems shall adhere to the 10-year frequency storm event, as specified by City codes.

The City of Ocoee uses 25-year and 100-year frequency storm events for design criteria for peak runoff, flood protection LOS, for habitable and/or insurable structures. The City requires that there be no increase of post-development runoff rate over the pre-development runoff rate for a 25-year, 24-hour storm event in open basins and no increase of post-development runoff rate over the pre-development runoff rate for a 100-year, 24-hour storm event in closed basins.

Furthermore, the City requires the finished floor elevation of a structure be two-feet above the 100-year flood elevation of the nearest waterbody or stormwater management system. It is required that all developments in closed basins provide retention of the volume produced by a 100-year, 24-hour event, which should be recovered within 14 days following the storm event. Lastly, the City will continue to maintain compliance with the Federal, State, and Regional Agency requirements, as listed in the Drainage Sub-element DIA.

Parks and Recreation. To prepare the Recreation and Open Space Element, the City conducted an inventory of existing parks and recreation facilities and their respective ancillary facilities and services to determine whether the current LOS is met and to determine if such LOS is sufficient, based on the National Recreation and Parks Association (NRPA) metrics by city population.

The level of service metrics within NRPA's Metrics Program for a city of 50,000 exceeds the City's current adopted level of service. In accordance with the NRPA, the LOS for parkland is 8 acres per 1,000 population, doubling the 2002 LOS of 4 acres per 1,000 population. The goal, however, is to meet, at least NRPA's median score of 10.2 acres per 1,000 population by 2045. Based on the inventory, the City is currently meeting the NRPA's metric, which means it meets and exceeds the adopted parks LOS.

The Recreation and Open Space Element details the City's Civic urban spaces, neighborhood, community, regional, nature parks, and specialty facilities. A specialty facility is a specialized park and recreation facility, often with a single major use. Golf courses, historical sites, community center sites, theme parks, water parks, boat ramps or launches, and other single use facilities fall into this category.

The Recreation and Open Space Element contains a series of tables and maps of the City's park and recreation facilities. The maps show the distance/proximity of the parks to residential areas to determine how well or to what extent the residential areas within the city are served by parks and recreation facilities.

Understanding the importance that access to recreation and nature plays in not only creating communities, but also in enhancing community health is critical to building a comprehensive parks system. Thus, the City has prepared a composite map (REC Figure No. 4 Composite Map of City Parks) which demonstrates that most residential areas within the City are close to a City Park. However, when looking at walkability to the parks from neighborhoods, there are areas that are not adequately being served. What is not yet known is the location and availability of private recreation sites and facilities. The City expect that once these sites are inventoried, the City will be much closer to achieving a healthy and active community where there is a park within a 10-minute walk from each home, which is approximately ½ mile and is the distance most people are willing to walk to reach a destination.

Schools. Schools are the cornerstones of community planning and design, and the Orange County Public Schools (OCPS), like many other school districts, continues to face the challenge of overcrowded schools and the need to "catch up" with the growth of past decades.

Within the OCPS, there are six (6) elementary, four (4) middle, and four (4) high school concurrency service area (CSA) boundaries that include lands within Ocoee's jurisdictional limits.

OCPS maintains an inventory of approved residential projects and identifies the number of projected students from each to help the

District develop its 10-year school capacity projections.

The Public Schools Facility Element (PSFE) details the growth and development trends in the County and their implications on school capacities for elementary, middle, and high schools. With this PSFE update, changes to LOS standards for schools are not proposed.

Funding Resources. To effectively plan for needed capital improvements and to systematically arrange for necessary financing through the City's budget process, the City must identify facilities needing repair or replacement, deficiencies in public infrastructure and facilities, and available financing sources and options for the City, including local funding sources and non-grant funding options. The City's available fund sources for capital planning and projects include the General Fund, Utilities Fund, Stormwater Fund, Solid Waste Fund, Impact Fee Funds, and the Redevelopment Trust Fund (can only be used for the projects located within the Fifty West Redevelopment District).

The City's General Fund sources include residential and commercial property taxes, utility franchise fees, local business tax, fines and forfeitures and other miscellaneous revenues.

Impact fees are charged in advance of new development and are designed to pay for infrastructure needs, but not operating costs, which directly result from new development. These fees must be equitably allocated to the specific group(s) that will directly benefit from the capital improvement, and the assessment levied must fairly reflect the true costs of these improvements. The City charges impact fees for fire, police, parks and recreation and roads.

The extremely high cost of many capital improvements requires local governments to occasionally resort to borrowing, whether through short-term or long-term financing. Short-term financing, perhaps through local banks, is one option available to raise required revenue for periods of, perhaps, one to five years. The more customary method, however, is to authorize long-term bond issues, normally for five to forty years. The City may utilize General Obligation Bonds and Revenue Bonds.

General Obligation Bonds are backed by the full faith and credit of local government and are required to be approved by voter referendum. General obligation bonds offer lower interest rates than other bonds, as they are, in effect, secured by the taxing power of the City. Revenues collected from the ad valorem taxes on real estate and other sources of general revenue are used to service the City's debt. Capital improvements financed through general obligation bonds should benefit the City as a whole rather than particular areas or groups.

Revenue Bonds are financed by those directly benefiting from the capital improvement, unlike general obligation bonds. Revenue obtained from the issuance of these bonds is used to finance publicly-owned facilities such as roads, water and sewer facilities. Charges collected from the users of these facilities are used, in turn, to retire the bond obligations. In this respect, the capital project is largely self-supporting. Interest rates tend to be higher than for general obligation bonds, and issuance of the bonds may be approved by the City Commission without voter referendum.

Other revenue sources include:

- Half-cent sales tax
- Mobile home licenses
- Motor fuel tax
- Local option taxes
- Federal and state grants and loans

Ocoee, like other Cities in Florida, depends on annual disbursements from the state to supplement its operating and capital budget revenues.

III. ANALYSIS

Local policies and practices may be used to guide the location and timing of land development, in support of the goals, objectives, and policies of the Future Land Use Element. Table 1 shows how revenue sources are used to pay for Ocoee Capital Improvements. In the previous discussion, developer contributions were not listed as a source of revenue because they are not predictable. However, with growth's impact on the infrastructure, they have become a viable mechanism for maintaining necessary levels of service.

Level of Service Standards. Level of service (LOS) standards are an indicator of the extent or degree of service provided by, or proposed to be provided, by a public facility. Generally, LOS indicates the capacity per unit of demand of each public facility and in short, are a summary of existing and desired public facility conditions. The LOS standards for transportation, water, wastewater, parks and recreation, and drainage facilities are enumerated in the respective Elements. The Capital Improvements Element establishes the goals, objectives, and policies to direct how these facilities will be achieved and maintained throughout the long-term planning horizon.

Concurrency Management System. The City's Concurrency Management System (CMS) controls the timing and location of development by conditioning development approval upon a showing that sufficient facilities and services are present or will be provided in order to maintain adopted LOS standards. The CMS may make development approvals contingent on the City's ability to provide facilities and services and may require the development to furnish facilities and services in order to maintain adopted LOS standards.

Additionally, implementation of the CMS:

- Supports consistency of the Capital Improvements Element with the Future Land Use Element,
- Provides for the orderly expansion of public facilities,
- Stabilizes capital expenditures and taxing structure for capital improvements, and
- Reduces the possibility of damage to the environment from the use of overburdened facilities.

Typically, the CMS interacts with the development approval process by conditioning zoning, subdivision, or development approval on demonstrated public facility capacities. The CMS may also function at the building permit stage, wherein the system and context of the project may phase development in areas that are already approved but not yet built out.

In 1992, the City adopted a Concurrency Management System Ordinance and today continues to implement concurrency, even following the enactment of the Community Planning Act. The CMS consists of three primary components: inventory of existing infrastructure for which concurrency is to be determined, assessment of each application for a development order or permit, and a schedule of deficiencies. Under this system, no development orders or permits may be issued which will cause a public facility to operate below its adopted level of service standard.

The City has established an application process for those seeking new development and issues Preliminary and Final Certificates of Concurrency that have variable periods of effectiveness before a building permit is secured. The City also has provisions for the

securing of up to three years concurrency reservations through payment of impact fees prior to securing building permits.

Moratorium on Development. A moratorium may temporarily halt or freeze development for a specified period on an emergency basis. It may be imposed on building permits, development approvals, or governmental services such as potable water connections, sanitary sewer extensions or hook-ups. Moratoria may generally be imposed for a "reasonable time" to allow for necessary planning activities pending comprehensive plan preparation, adoption, or amendment. Florida courts have found development moratoria to be a valid measure of last resort for the protection of local public health, safety, and welfare when adopted in accordance with applicable procedures. The most recent moratorium approved by the City Commission was on March 17, 2024, for a six-month period.

Fiscal Assessment. Performing an assessment is intended to determine whether sufficient revenue will be available within the existing budgeting framework utilized by the City to fund needed improvements at the time such improvements are required. The City will perform an annual fiscal assessment consisting of estimating future receipts of revenues and then balancing these receipts against anticipated expenditures for capital improvements.

Projected Expenditures. For the purpose of conducting a fiscal assessment, projected capital expenditures are aggregated into two categories: (1) capital improvement debt service expenditures and (2) expenditures for improvements derived from the other elements of this plan. The first category includes projected expenditures required to meet debt service obligations for outstanding bond issues and for planned future bond issues included in the revenue projection of the preceding section. Projected debt service expenditures by fund source are included in the City's annual budget.

The second category includes the direct costs of major capital improvements in progress. Expenditures represent additional costs the City must incur in order to maintain adopted level of service standards for public facilities over the long-term planning horizon. Projected expenditures required to meet debt service obligations for outstanding bond issues and for planned future bond issues are included in the revenue projection of the preceding section.

In addition to the capital costs of providing the needed facility improvements, increases in operating costs occur annually as projects are built and cost of living and goods increase. Operational costs include such items as supplies, utilities, maintenance, and personnel costs. The anticipated increase in annual operating costs associated with the assessed capital improvement needs will be incorporated into the annual operating budgets of the affected City departments.


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APPENDIX



Acronyms

Draft Water Supply Plan

ACRONYMS

AMI	Advanced Metering Infrastructure
AMI	Average Median Income
APA	American Planning Association
BMAP	Basin Management Action Plan
CDC	Centers for Disease Control
CEA	Capacity Enhancement Agreement
CFWI	Central Florida Water Initiative
CFX	Central Florida Expressway
CIP	Capital Improvement Project
CMS	Concurrency Management System
COP	Certificate of Participation
CSA	Concurrency Service Area
CUP	Consumptive Use Permit
DHRS	Department of Health and Rehabilitation Services
DIA	Data, Inventory, and Analysis
ECFRPC	East Central Florida Regional Planning Council
EPA	Environmental Protection Agency
ERU	Equivalent Residential Unit
ESM	Engineering Standards Manual
FAC	Florida Administrative Code
FAR	Floor Area Ratio
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHSAA	Florida High School Athletic Association
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FLUM	Future Land Use Map
F.S.	Florida Statutes
HWOTC	Healthy West Orange Trails Connection
JPA	Joint Planning Area
LEED	Leadership in Energy and Environmental Design
LID	Low Impact Development

ACRONYMS

LOS	Level of Service
LTS	Level of Traffic Stress
MSL	Mean Sea Level
MS4	Multiple Storm Sewer System
NHWE	Normal High Water Elevation
NPDES	National Pollution Discharge and Elimination System
NRPA	National Recreation and Parks Association
NRCS	National Resource Conservation Service
OCPS	Orange County Public Schools
OFS	Outstanding Florida Springs
ORSC	Ocoee Regional Sports Complex
OSTDS	Onsite Sewage Treatment and Disposal Systems
PECO	Public Education Capital Outlay
PFA	Priority Focus Area
RWSP	Regional Water Supply Plan
SFHA	Special Flood Hazard Area
SFWMD	South Florida Water Management District
SJRWMD	St. Johns River Water Management District
SWFWMD	Southwest Florida Water Management District
TPL	Trust for Public Land
WPPA	Wekiva Parkway and Protection Act
WSFWP	Water Supply Facilities Work Plan
WWTF	Wastewater Treatment Facility

City of Ocoee 10-Year Water Supply Facilities Work Plan 2025-2034

Draft

April 10, 2025

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DRAFT

1.0 OVERVIEW

Purpose

This 10-Year Water Supply Facilities Work Plan (Work Plan) identifies and plans for water supply sources and associated facilities to serve City of Ocoee's potable water customers supplied under its consumptive use permit (CUP). The planning period for this Work Plan is 2025 through 2034.

Statutory Requirements

The Florida Legislature enacted bills in the 2002, 2004, 2005, and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. Section 373.036 F.S. requires each water management district to develop a Regional Water Supply Plan (RWSP) for a 20-year planning period to ensure that existing water sources are adequate to meet projected water demands. In turn and within 18 months following approval of a regional water supply plan, local governments within a regional water supply planning area are required to develop a Work Plan to ensure that adequate water supplies will be available to meet future demands for a minimum 10-year planning period, pursuant to F.S. Section 163.3177(6)(c)3.

According to state guidelines, the Work Plan must address:

- A local government's water demands for at least a 10-year period;
- Development of traditional and alternative water supplies and required facilities to meet those demands;
- Conservation and reuse programs; and
- Capital projects needed for the first five years, including financially feasible revenue sources, in the 5-Year Schedule of Capital Improvements.

In addition to the above Work Plan requirements, local governments are required to revise their comprehensive plan for consistency with the Work Plan and regional water supply planning initiatives.

As shown in **Figure 1**, the City of Ocoee potable water service area (PWSA) is located within the St. Johns River Water Management District (SJRWMD), and as shown in **Figure 2**, the City of Ocoee PWSA is also located within the regional supply planning area known as the Central Florida Water Initiative (CFWI).

CFWI

The CFWI is a collaborative water supply planning initiative for the Central Florida region, involving the SJRWMD, South Florida Water Management District (SFWMD), Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection, water utilities, and other interested groups.

The SJRWMD approved the 2020 CFWI Regional Water Supply Plan (RWSP) on November 10, 2020. The City prepared a draft Work Plan but delayed adoption of the Plan since a complete rewrite of the Ocoee Comprehensive Plan was underway. The 2025 CFWI RWSP update is currently underway and draft 2025 population and water demands projections are available and being finalized by the CFWI planning group. The information provided in this Work Plan has been prepared in accordance with the above referenced statutory requirements, and population and demand projections are consistent with the 2020 CFWI RWSP and draft 2025 CFWI RWSP.

Wekiva Study Area

As shown in **Figure 3**, the City of Ocoee is also located within the Wekiva Study Area. Sections 369.321 and 369.322 F.S. require local governments located within the Wekiva Study Area to:

- Develop an up to date 10-Year Water Supply Facility Work Plan for building potable water facilities necessary to serve existing and new developments,
- Coordinate land use and water supply within the Wekiva Study Area by ensuring that comprehensive plan amendments that increase development potential demonstrate that adequate potable water consumptive use permit capacity is available, and
- Coordinate with the St. Johns River Water Management District (SJRWMD) and other public and private utilities, on a countywide or multi-county basis to implement cooperative solutions for development of alternative water sources necessary to supplement groundwater supplies consistent with the SJRWMD Regional Water Supply Plan.

2.0 DATA AND ANALYSIS

Service *Area*

The City of Ocoee is located in West Orange County, Florida, southeast of Lake Apopka. The City's potable water service area (PWSA) was established by the

Orange County/City of Ocoee Water Service Territorial Agreement. This agreement was first executed on November 14, 1988, and most recently amended for a third time on January 26, 2016.

Parcels within the Ocoee PWSA are supplied by Ocoee' s water system or private wells with the exception of the Forest Lake Estates development (previously known as Ocoee Pines). At the time that this development was being designed, its project limits straddled Ocoee and Orange County's water and sewer service areas. Coordination with Orange County on utilities services for this development resulted in Orange County providing water supply and sewer services to Forest Lake Estates. On May 15, 2015, the City entered into a utility agreement with Orange County whereby the City owns and maintains utilities infrastructure within the development, and Orange County provides water supply and wastewater treatment services to the development. Water and wastewater capacities for these developments are reserved with Orange County. Potable water service is supplied through a master meter at the entrance on Clarcona Road and wastewater for the development is collected at a City lift station that discharges into Orange County's sewer collection system.

Potable water service to parcels located outside of the Ocoee PWSA and within the Ocoee Joint Planning Area (JPA) are supplied by Orange County or private domestic wells. The City of Ocoee PWSA, JPA, and reclaimed water service areas are shown on **Figure 4**.

The City's service area boundary has one small overlap with the City of Winter Garden. Winter Garden's JPA and PWSA have also been established under agreements between Winter Garden and Orange County; however, a small service area overlap between Ocoee and Winter Garden occurs along the western service area boundary. Since the cities of Ocoee and Winter Garden are not a party of the other's agreements with Orange County and they do not have mutual agreements with each other, should any questions over utility service providers arise in the area of overlap, the City will coordinate with Winter Garden to determine the utility service provider.

Agreements

The City maintains numerous agreements related to potable water and reclaimed water.

The Orange County/City of Ocoee Water Service Territorial Agreement defines the City's water service area. This agreement was first executed November 14, 1988 and most recently amended for a third time on January 26, 2016.

The Orange County/City of Ocoee Wastewater Territorial Agreement defines the City's wastewater service area. This agreement was first executed June 8, 1997 with the previous utility owner, Prima Vista Utility Company, and most recently amended for a third time on September 11, 2001.

The Orange County/City of Ocoee Reclaimed Water Territorial Agreement defines the City's reclaimed water service area. This agreement was first executed on July 31, 2012 and amended on September 15, 2015.

The Ocoee/Orange County Reclaimed Water Agreement provides reclaim supply from the Orange County Northwest Regional Water Reclamation Facility to the North Reclaim Water Service Area via a master meter on McCormick Road and provides an additional 1.0 MGD transfer into the Ocoee Primary Reclaimed Water Service Area. A new 16" reclaimed water transmission main and 1.5 million gallon reclaim storage tank and pump station to allow the City to accept and distribute the 1.0 MGD supply is currently under construction and will come online summer 2026.

The Ocoee/CONSERV II wholesale agreement dated May 23, 2001 provides for the delivery of a maximum of 1.8 MGD of reclaimed water to the City from the connection point on South Maguire Road. The City maintains a 0.75 million gallon tank and pump station to accept and distribute this supply.

The City has a reclaimed water inter-local agreement with the City of Winter Garden, dated May 4, 1999. Under this agreement, the City of Ocoee will accept up to 0.75 MGD of reclaimed water for golf course irrigation at the Forest Lake Golf Course during wet weather periods. In addition, Winter Garden agrees to accept up to 0.25 MGD of wet weather discharge from the City of Ocoee wastewater Treatment Facility.

The Forest Lake Golf Course operator leases the golf course property from the City, and two of the lease conditions relate to reclaimed water. This includes provisions for the City to supply reclaimed water for golf course irrigation and the disposal of Ocoee reclaimed water during wet conditions to rapid infiltration basins (RIBs) located on the property. The lease was most recently amended on August 17, 2016 and discussions are currently underway to amend the lease. Under the current golf course lease agreement, the City can provide 0.45 MGD of reclaim water for golf course irrigation when available; however, this quantity may be offset using flows from the City of Winter Garden as allowed by the Ocoee/Winter Garden Interlocal Agreement executed May 4, 1999. The lease also requires that the golf course have its own backup supply.

Population and Development Trends

The City of Ocoee has a deep history rooted in agriculture and citrus industry; however, the construction of several major roadway systems starting with State Road (SR) 50 in 1959 has resulted in the transition from an agricultural to an urban setting. Today, major roadways connecting Ocoee to the Central Florida metropolitan area include SR 50, Florida's Turnpike, SR 408, and SR 429.

SR 50 provides a direct east-west connection between the Ocoee and the City of Orlando. Florida's Turnpike allows access to north and south Central Florida. SR 408 connects to the Turnpike south of SR 50, to downtown Orlando, terminating in east central Florida at the University of Central Florida. SR 429 connects to US 441 to the north and I-4 just south of Walt Disney World. The City of Ocoee's proximity to Orlando and central Florida attractions, park and trail systems, and major roadway access offers many opportunities to developers and many amenities to its residents.

In 2010, the City completed *the Community Redevelopment Area (CRA) Target Areas Special Development Plan*. The CRA was created to support mixed use sustainable development and to allow for flexibility with the changing real estate market and resident preferences. In October 2016, following nearly a year-long process of community workshops to gather public input, the City revealed its Downtown Master Plan. The Downtown Master Plan serves as a high-level planning document to stimulate redevelopment and expansion of the City core. In 2024 the CRA updated the Ocoee CRA plan. The plan is complete and is pending Orange County approval.

Consumptive Use Permit

The City maintains one (1) CUP from SJRWMD, CUP 3216. At the time of this CUP issuance, the Central Florida Coordination Area (CFCA) rule was in effect. The CFCA rule limited groundwater allocations to a water supplier's 2013 groundwater demand and required that all additional water demands beyond 2013 be met with alternative water supply (AWS) sources. Therefore, the City's CUP authorizes a maximum groundwater withdrawal of 4.88 MGD for 2014 through permit expiration (2026).

The CFCA rule expired on December 31, 2013, and this planning area is now referred to as the CFWI. Chapter 62-41.300 through 62-41.305 of the Florida Administrative Code (F.A.C.) and the CFWI Supplemental Applicant's Handbook specify additional consumptive use permitting requirements related to the CFWI.

Projected Potable Water Demands

Potable water customer population and demands for the City's water service area are summarized in **Table 1.** This data aligns with the 2020 CFWI Regional Water Supply Plan and the 2025 draft CFWI Regional Water Supply Plan projections.

The City has several projects related to reclaimed water expansion underway that will further reduce projected potable water demands, including the construction of a new reclaimed watermain and reclaimed pump station and storage tank to transfer 1.0 MGD of reclaimed water from Orange County. Needed projects and potential potable water demand reductions to data presented herein will be evaluated in the 2027 Reclaimed Water Master Plan update and incorporated into the next CFWI RWSP and Ocoee 10-Year WSFWP.

Table 1. Projected Potable Water Demands

Year	2020 CFWI RWSP		2025 Draft RWSP	
	Population	Demand (MGD)	**Population**	Demand (MGD)
2025	44,120	4.99	40,141	4.62
2029	46,738	5.29	42,727	4.92
2034	47,671	5.38	47,508	5.46

The City's SJRWMD CUP currently authorizes the use of 4.88 MGD of groundwater to meet public supply. Future water demands over 4.88 MGD will be met using a combination of water conservation, new lowest quality water supplies, and lastly if necessary, a CUP modification to increase groundwater demands.

Potable Water Treatment Plants and Supply Wells

Potable Water Overview

The City owns and operates two (2) water treatment plants (WTP)s: the South WTP and the Forest Oaks WTP. These WTPs have a combined treatment capacity of 10.85 MGD and are interconnected to provide potable water throughout the City's PWSA.

Forest Oaks WTP

The Forest Oaks WTP is located in the northeast portion of the City's PWSA on Hackney-Prairie Road. This WTP currently has three (3) active wells for public supply use, including two (2) Lower Floridan aquifer wells and one (1) Upper

Floridan aquifer well. The City is proposing the construction of one (1) additional Lower Floridan aquifer well, Well #4, to replace Well #1. This replacement well is included in the CUP and is development driven. Its need is evaluated annually, and for planning purposes, construction is planned n in the 6 to 10 year horizon. The Forest Oaks WTP well information is presented in **Table 2**.

Table 2. Forest Oaks Plant Well Information

Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed	Type of Use
Forest Oaks #1	11961	7	610	1,140	700	1984	Existing	Public Supply
Forest Oaks #2	11962	16	147	318	1,300	1984	Existing	Public Supply
Forest Oaks #3	11965	20	1,192	1,450	3,500	1995	Existing	Public Supply
Forest Oaks #4	NA	24	800	1,450	3,500	- -	Proposed	Public Supply

Two ground storage tanks with a combined capacity of 1.04 million gallons are located at the Forest Oaks WTP. The treatment capacity of this WTP is 5.23 MGD.

South WTP

The South WTP is located in the southern portion of the City's utility service area, just south of the Florida Turnpike, off Maguire Road. This WTP has two (2) active Lower Floridan aquifer wells and one inactive well that is capped for future use. Connection to the WTP is developer driven. Its need is evaluated annually and for planning purposes, construction is planned in the 6 to 10 year horizon. The South WTP well information is presented in **Table 3**.

Table 3. South Plant Well Information

Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed	Type of Use
South #1	11963	24	800	1,450	3,000	1991	Existing	Public Supply
South #2	11964	24	810	1,450	3,500	1996	Existing	Public Supply

South #3	11966	24	800	1,450	3,500	2007	Existing (Capped)	Public Supply

The South WTP contains two (2) ground storage tanks with a capacity of 670,000 gallons each; therefore, the total storage capacity at the South WTP is 1.34 million gallons. The treatment capacity of the plant is 5.62 MGD.

Water Conservation

The City of Ocoee maintains a water conservation plan that exceeds the requirements of SJRWMD permitting rules at the time of its permit issuance. This plan includes strategies, policies, and measures to raise public awareness for water conservation, provide tools to reduce usage, and encourage responsible water use. The City's conservation program includes public education and outreach, utilization of a lowest quality water source, reclaimed water for landscape irrigation, and development requirements to reduce overall water demand footprint.

Leading by example, the City's Utility Building received the Florida WaterStar℠ certification. This building serves as the main office for the Utilities Department as well as an educational resource for water conservation. The building design incorporates various interactive displays to provide customers with a hands-on water conservation education for both indoor and outdoor uses. This demonstration building has proven to be an asset to public education.

The City's public education and outreach water conservation program is a dynamic plan that changes based on emerging technologies and customer response; however, there are several key components that serve as the baseline for the plan. These key elements are listed below.

- Water conservation though public education and outreach programs,
- Advanced metering infrastructure,
- Display and distribute water conservation material,
- Post water conservation information on the City's website and social media platforms,
- Provide high water user customer support,
- Maintain water-conservation rate structure,
- Maintain water conservation ordinances
    - High efficiency plumbing fixtures and appliances
    - Limit sprinkler irrigation
    - Irrigation restrictions
- Require installation of dual-lined distribution systems,
- Reclaimed water retrofit program,

- Actively pursue lowest quality water supplies,
- Employee education.

The City maintains a water loss control program to ensure that utility and billing practices quantify usage and do not result in unaccounted-for water loss to exceed 10%.

The City continues to evaluate projects to reduce dependency on groundwater and has a long history of reclaimed water retrofit programs for system expansion. More recently and since 2020, the City has partnered with SJRWMD and FDEP on a 50% cost share project for a reclaimed water retrofit for the Hammocks development. In March 2025 the City received an award notice for a 50% cost share match to construct a new 16" reclaimed water transmission main to transfer 1.0 MGD of reclaimed water from Orange County to a new reclaimed water tank and pump station that is currently under construction at the Ocoee Wastewater Treatment Plant property.

Wastewater Treatment - Ocoee WWTF

The City of Ocoee operates one wastewater treatment facility (WWTF), the Ocoee WWTF. This facility treats wastewater effluent generated within the City's wastewater service area to public access reuse standards for landscape irrigation use within the City's Primary Reclaimed Water Service Area. The Ocoee WWTF has a permitted treatment capacity of 3.0 MGD annual average daily flow (AADF).

The City is currently evaluating two options to increase wastewater treatment capacity and meet nutrient load reduction to 3.0 mg/L nitrogen pursuant to the Wekiwa and Rock Springs BMAP: construction of a post anoxic reaeration tank and a new advanced wastewater treatment (AWT) plant. A preliminary study to upgrade the wastewater treatment process to advanced wastewater treatment (AWT) was completed in 2022 and a conceptual AWT facility layout was completed in 2024. AWT will be accomplished by either construction of a post anoxic reaeration tank or new AWT plant by 2038 as required by the WWTP FDEP wastewater permit.

Reclaimed Water

The City has proactively implemented a reuse program to reduce its dependency on traditional groundwater supplies through a robust wastewater effluent reuse program. This program was initiated long before the creation of the CFWI, and its predecessor, the Central Florida Coordination Area, to address predicted local and regional future shortfalls in groundwater supplies. In 1997, the City completed

its initial Reuse Feasibility Study, and in December 2001, the City's reclaimed water distribution system became operational.

The City of Ocoee provides reclaimed water service to commercial and residential users by way of two (2) separate service areas, the North Reclaim Service Area and the Central Reclaim Service Area. A map depicting these service areas is provided as **Figure 5**.

In the North Reclaim Service Area, potable water and wastewater services is provided by Orange County Utilities (OCU). Reclaimed water is supplied to the majority of the North Service Area by a wholesale agreement with OCU, with reclaimed water from the Orange County Northwest Regional Water Reclamation Facility entering the service area through a master meter on McCormick Rd. The City owns and maintains the reclaimed water lines in the North Service Area, and each connection is metered and billed by the City. However, three (3) neighborhoods in the North Service Area (Forest Trails, Orchard Park, and Windstone) are supplied with reclaimed water from the Central Reclaim Service Area described below.

The Central Reclaim Service Area is supplied reclaimed water primarily from the Ocoee Wastewater Treatment Facility, which is supplemented through unidirectional metered interconnects with Conserv II (Orange County - Orlando cooperative) and OCU. In 2024, the Ocoee Wastewater Treatment Facility treated 724 million gallons of wastewater, or an annual average daily flow (AADF) of 1.97 MGD. **Table 4** details the past ten years of reclaimed water flows to both the City's North and Central Reclaim Service Areas. In total, the City provided 1,563 million gallons of reclaimed water (4.28 MGD AADF) to customers within the North and Central Reclaimed Water Service Areas.

Table 4. Projected Reclaimed Water Demands

Table 1: Ocoee Annual Reclaimed Water Flows (in Million Gallons) by Service Area						
Year	RIBs (MGD)	Golf Course (MGD)[1]	Ocoee Reclaimed Water[2] (MGD)	CONSERV II Wholesale[3] (MGD)	Orange County: Primary Service Area[4] (MGD)	Orange County: North Service Area (MGD)[5]
2025	0.16	0.05	1.88	0.45	0.10	2.00
2029	0.17	0.05	2.00	0.45	1.00	2.00
2034	0.17	0.05	2.12	0.45	1.00	2.00

Notes:

1. Forest Lake Golf Course currently supplied reclaimed water by the City of Winter Garden. Future demand and supply to be determined. Current demand listed in the ground lease is shown.

2. Reclaimed water generated at the Ocoee WWTP
3. Conserv II whole reclaimed water purchase
4. Orange County Wholesale purchase (1.0 MGD Reservation)
5. Orange County Wholesale purchase directly supplied to North Service Area

Infrastructure and Capacity Analysis

The City of Ocoee water supply facilities were assessed to determine whether the projected five-year and ten-year demands can be met. Well production capacity was calculated by maximizing daily pumping for each City well, excluding the well with the highest pump capacity. Based on the analysis, the City's existing water supply facilities are sufficient to meet the projected five-year and ten-year water demands. A summary of the analysis is provided in **Table 5**.

Table 5. Capacity Analysis

Description	2020 CFWI RWSP			Draft 2025 CFWI RWSP		
	2025	2029	2034	2025	2029	2034
Total Groundwater Water Demand (mgd)	4.99	5.29	5.38	4.62	4.99	5.58
Total Well Production Capacity (mgd)	17.28	17.28	17.28	17.28	17.28	17.28
Total Treatment Capacity (mgd)	10.85	10.85	10.85	10.85	10.85	10.85
Well Production Capacity Surplus (mgd)	12.29	11.99	11.9	12.66	12.29	11.7
Treatment Capacity Surplus (mgd)	5.86	5.56	5.47	6.23	5.86	5.27

Note 1: Assumes South WTP capped well (Well 3) will come online in 6-10 year planning horizon

Capital Improvements Projects

The City of Ocoee's 5-Year Capital Improvements Program (CIP) includes supply-related projects, their funding requirements, and the implementation schedule required to ensure that adequate water supplies and infrastructure are available to meet existing and projected demands. This CIP is adopted annually in September of each year. The Utility Department also maintains a 10-Year Capital and Project Schedule to identify long-term capital improvement projects and funding needs.

Description	0 to 5 Years	6 to 10 years	Status
Potable Water Projects			
Forest Oaks Above Ground Chemical Injection Design	$50,000	-	Under Design

Forest Oaks WTP Above Ground Chemical Injection Construction	$972,405	-	Construction in FY 2026
Lauren Beth 12" Watermain Design	$41,250	-	Completed
Lauren Beth 12" Watermain Construction	$2,424,795	-	Under Construction, FY 2025 completion
Lakewood Rewis AC Pipe Replacement Design	$192,351	-	Completed
Lakewood Rewis AC Pipe Replacement Construction	$1,668,850	-	Under Construction, FY 2025 completion
Orange/Jay/Cardinal Watermain 2" Galvanized Pipe Replacement Design	$95,429	-	Under Design
Orange/Jay/Cardinal Watermain 2" Galvanized Pipe Replacement Construction	$1,000,000	-	Planned for FY 2026
Forest Oaks WTP Floridan Aquifer Well Design	-	$500,000	
Forest Oaks WTP Floridan Aquifer Well Construction	-	$5,000,000	
South WTP Well – Connect to WTP		$2,000,000	
WWTP Projects			
WWTP Electrical Upgrade and New Building Design and Owner's Rep (ARPA + Utility Fund)	$378,213.03	-	Design completed
WWTP Electrical Upgrade and New Building Construction - Under Construction, FY 2026 completion	$5,500,000	-	Under Construction, FY 2026 completion
3rd Rotor Each Ditch (ARPA)	$373,250	-	Completed
4th Rotor Each Ditch	$373,250	-	Completed
WWTP Transfer Pump Station Upgrade (ARPA)	$364,795	-	Completed
WWTP Reuse Pump Station (ARPA	$227,665	-	Completed
Reclaimed Water Projects			
16" Reclaimed Water Transmission Main Design OCU Interconnect	$292,994	-	Design Completed
16" Reclaimed Water Transmission Main Construction OCU Interconnect	$2,424,795	-	Under Construction, FY 2025 completion

1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station Design and Owner's Rep	$896,569	-	Design Completed
1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station with Potable Back up	$5,500,000	-	Under Construction, FY 2026 completion
Forest Lake Golf Course Reclaimed Water Loop Design	$300,000	-	FY 2028
Forest Lake Golf Course Reclaimed Water Loop Construction	$2,000,000	-	FY 2028/2029
Reclaimed water Feasibility Study	$50,000	-	Budgeted
North Service Area Repump Station and Storage Tank Feasibility Study	$50,000	$50,000	FY 26
North Service Area Repump Station and Storage Tank Construction	-	To Be Determined	-

*Preliminary cost. Project revised from 1.0 million gallon storage tank and pump station at a cost of $4,542,440, to a 1.5 million gallon storage tank. Final cost not available at this time.

The City does not have any projected well or treatment capacity deficiencies for the 10-year planning horizon. The City will continue to evaluate water and reclaimed water projects identified in this Work Plan as well as other projects that may be necessary to meet projected water demands and will update the Utility Budget and CIP accordingly.

4.0 CFWI REGIONAL WATER SUPPLY PLAN PROJECTS

The City continues to actively participate in regional water supply planning efforts to identify and develop additional AWS sources. The 2020 CFWI Regional Water Supply Plan Appendices to Volume II identifies three (3) water supply projects for the City of Ocoee:

- 2015_42 City of Ocoee Northwest Reuse Re-Pump Station and Interconnection Mains Project.
- 2020_44 The Hammocks Reclaimed Water Retrofit Project (completed)
- 2020_42 Windermere Groves Reclaimed Water Retrofit Project (completed)

The project description for the City of Ocoee Northwest Reuse Re-Pump Station and Interconnection Mains Project currently includes 1.5 million gallon reclaimed water tank and pump station to accept 1.0 MGD of reclaimed water from Orange County for use in Primary Reclaimed Water Service Area (under construction).

Project #	Project Name	Project Description	Estimated Completion Date
2015-42	City of Ocoee Northwest Reuse Re-Pump Station and Interconnection Mains	Increase availability of reclaimed water for landscape irrigation in Ocoee and vicinity. Includes construction of reclaimed water transmission pipelines and pump stations. As the North Service Area matures, additional storage and high service pumping will be required to meet demand and transfer flow to other storage facilities. When this project is constructed it will pump up to 1 MGD of RW from Orange County NWRF.	TBD
Updated Project Description			
	Phase 1 Ocoee Reclaim Pump Station and Storage Tank at WWTP (Transfer 1 MGD from OCU to Central Reclaim Service Area)	Phase 1: 1.5 million gallon storage tank and pump station at the Ocoee WWTP property and reclaimed water transmission main from the OCU connection point to the new tank	2026
	Phase 2 New Storage Tank and Pump Station in North Reclaim Service Area	Phase 2: Reclaimed water storage tank and pump station in the north service area and transmission main "loop" through Forest Lake Golf Course. Storage to address peak demand	TBD

5.0 COMPREHENSIVE PLAN POLICIES IN SUPPORT OF WATER SUPPLY AND FACILITIES PLANNING

Projected water demands for existing and future City of Ocoee potable water customers can be met, subject to the continued commitment of the City to water supply projects, conservation, reuse, and resource protection activities outlined in this Work Plan. Supporting Comprehensive Plan Policies for this Work Plan are listed below.

Preparation and Maintenance of a 10-Year Water Supply Facilities Work Plan

UTL Policy 3.5: The City shall maintain a ten-year Water Facilities Capital Improvements Program to correct existing deficiencies and replace existing infrastructure as required. A Capital Improvements Program consistent with hydraulic modeling studies, the Master Plan, and Work Plan, shall be prepared annually in order to provide improvements and expansion to the existing water, wastewater, and reclaimed water systems to meet existing and future demands.

UTL Policy 4.7: The City will complete projects listed in the CFWI Regional Water Supply Plan and as described in the 10-Year Water Supply Facilities Work Plan (WSFWP) based on need and economic, technical, and environmental feasibility.

UTL Policy 5.1: The City shall update and adopt its 10-Year Water Supply Facilities Work Plan and amend the Comprehensive Plan within eighteen months following the adoption of the updated Regional Water Supply Plan by St. Johns River Water Management District.

UTL Policy 5.3: The City shall participate in Central Florida Water Initiative, SJRWMD, and FDEP water supply planning efforts.

ICE Policy 1.9: The City shall maintain a Water Supply Facilities Work Plan for at least a ten (10) year planning period to address water supply facilities and infrastructure requirements to serve existing and future development within the City's potable water service area.

Agreements With Adjacent Utilities

ICE Policy 1.6: The City will continue to coordinate with the Orange County School Board, the East Central Florida Regional Planning Council, the St. Johns River Water Management District, and State or Federal agencies and any other special districts on projects that fall within their "jurisdictions" or are multi-jurisdictional in nature to identify and resolve any conflicts with the City's Comprehensive Plan, and in turn, amend the plan as needed to ensure coordination.

ICE Policy 1.7: The City shall maintain and revise as necessary the following agreements, including as amended thereto:

- Joint Planning Area Agreement;
- Orange County/City of Ocoee Water Service Territorial Agreement;
- Orange County/City of Ocoee Sewer Territorial Agreement;

- Orange County Utilities/City of Ocoee Reclaimed Water Territorial Agreement;
- Conserv II Agreement for the Delivery of Reclaimed Water;
- Water Conserv II Agreement for the Delivery of Water;
- City of Winter Garden Interlocal Agreement;
- City of Ocoee/Forest Lake Golf Course Agreement, unless terminated;
- Ocoee Pines Potable Water Service Agreement.

ICE Policy 1.8: The City shall pursue dialogue with adjacent municipalities with an interlocal agreement being the expected outcome to accomplish recognition of the City's established Utility Service Area boundary.

UTL Policy 3.3: The City shall comply with St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) No. 3216.

Level of Service

UTL Policy 2.1: Water and wastewater connection fees shall cover the cost of the needed water, wastewater, and reclaimed water system expansions. User fees shall cover the full cost of operating and maintaining the water, wastewater, and reclaimed water systems, including debt service.

UTL Policy 2.2: The City shall maintain an inclined block potable water rate structure, where the price per unit increases as consumption rises, to promote water conservation, cover all costs to maintain the potable water system, and meet the established potable water level of service established in UTL Policy 3.1.

UTL Policy 2.3: The City shall maintain a wastewater rate structure to cover all costs to maintain the wastewater system and meet the established wastewater level of service established in UTL Policy 6.1.

UTL Policy 2.4: The City shall maintain an inclined block reclaimed water rate structure, where the price per unit increases as consumption rises, to promote water conservation and cover all costs to maintain the reclaimed water system.

UTL Policy 3.1: The City's adopted level of service standard for potable water shall be 270 gallons per day/equivalent residential unit (ERU).

UTL Policy 3.2: The City shall provide potable water service in compliance with or exceeding the minimum Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) water quality standards.

UTL Policy 3.4: The City shall maximize use of existing potable water facilities by implementing management techniques that can enhance the supply source, sustain water resources and related natural systems, and optimize water supply yield. These techniques may include, but are not limited to well field optimization, providing reclaimed water for landscape irrigation, demand side management, and water conservation.

UTL Policy 3.6: The City shall annually assess the potable water treatment and storage capacity based on future anticipated growth demands for the current fiscal year and at least the next ten fiscal years. Should the analysis indicate that future demands will exceed the design capacity of the potable water system, the City shall plan and schedule improvements to expand the system's capacity.

UTL Policy 3.7: All improvements and additions to potable water facilities to correct deficiencies and meet future water demands shall be compatible and adequate to meet the adopted level of service standards. These improvements shall comply, at a minimum, with standards recognized and approved by FDEP and SJRWMD.

Water Resource Protection

CON Policy 2.10: The City shall protect the aquifer through the adoption and implementation of stringent policies and regulations that function to improve water quality of any waters that naturally or through human action, whether directly or indirectly, infiltrate or discharge into the aquifer.

CON Policy 2.11: The City shall seek opportunities to maximize and protect aquifer recharge by prohibiting land uses in areas of high aquifer recharge area, based on the Florida Forever Needs Analysis Map or newer study, that may negatively impact the aquifer, such as limiting the use and placement of impervious materials in a manner that redirects or modifies the flow of water, or limiting development activities that otherwise significantly limit the natural absorption of water directly into the ground or limiting development activities that pose a high risk of contamination to the aquifer. When development in high recharge areas are unavoidable, such development shall be designed following Best Management Practices that protect the volume and quality of water entering the aquifer, such as clustering or minimizing development footprints away from high recharge areas or placement of passive and active open spaces in these high recharge areas. (CON Figure No. 2)

Alternative Water Supply

UTL Policy 4.8: The City shall identify additional potable, non-potable, and alternative water supply sources and facilities required to provide adequate services to existing and future development consistent with the Future Land Use Element.

UTL Policy 5.2: The City shall coordinate with SJRWMD, Orange County, and the Florida Department of Environmental Protection to develop efficient, cost-effective, and technically feasible water sources to supplement existing groundwater supplies to meet future water supply demands, while minimizing impacts to water quality, wetlands, and aquatic systems.

UTL Policy 8.1: The City shall require the installation of reclaimed water lines for landscape irrigation for all new developments.

UTL Policy 8.2: The City shall maintain agreements for the wholesale purchase of reclaimed water and pursue additional alternative water supply sources to offset groundwater irrigation demands.

UTL Policy 8.3: The City shall develop efficient, cost-effective, and technically feasible water sources to supplement existing groundwater supplies to meet future water demands while minimizing impacts to water quality, wetlands, and aquatic systems.

UTL Policy 8.4: The City shall continue to expand its reclaimed water system where feasible to increase availability of reclaimed water and to conserve potable water.

Water Conservation

UTL Policy 4.1: The City shall encourage water conservation to promote the efficient use of water resources and prevent waste.

UTL Policy 4.2: The City shall maintain a Water Conservation Program that meets the requirements of the St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP). The Water Conservation Program shall also be consistent with the Central Florida Water Initiative (CFWI) goals and be updated as needed to address customer water use habits. The program shall at a minimum include:

- Customer education and outreach;
- High water user notification program;
- Employee education;

- Advanced Meter Infrastructure (AMI);
- SJRWMD irrigation restrictions and water shortage orders enforcement;
- Irrigation system design standards;
- Florida WaterStar℠ and Florida-Friendly Landscaping™ Promotion;
- Water loss control;
- Water reuse; and
- High-efficiency plumbing fixture and appliance requirements.

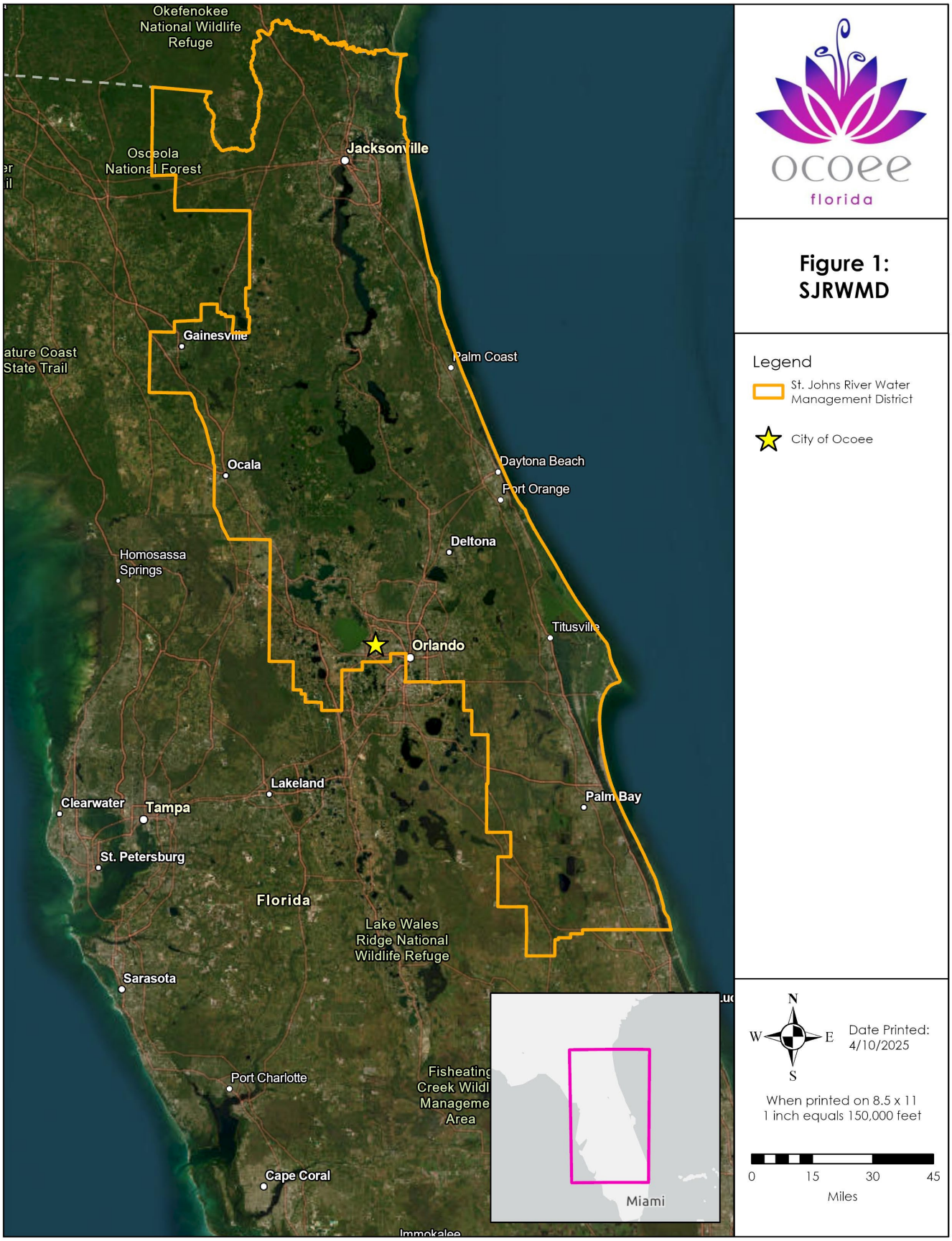
UTL Policy 4.3: The City shall adhere to SJRWMD emergency water shortage restrictions when mandated.

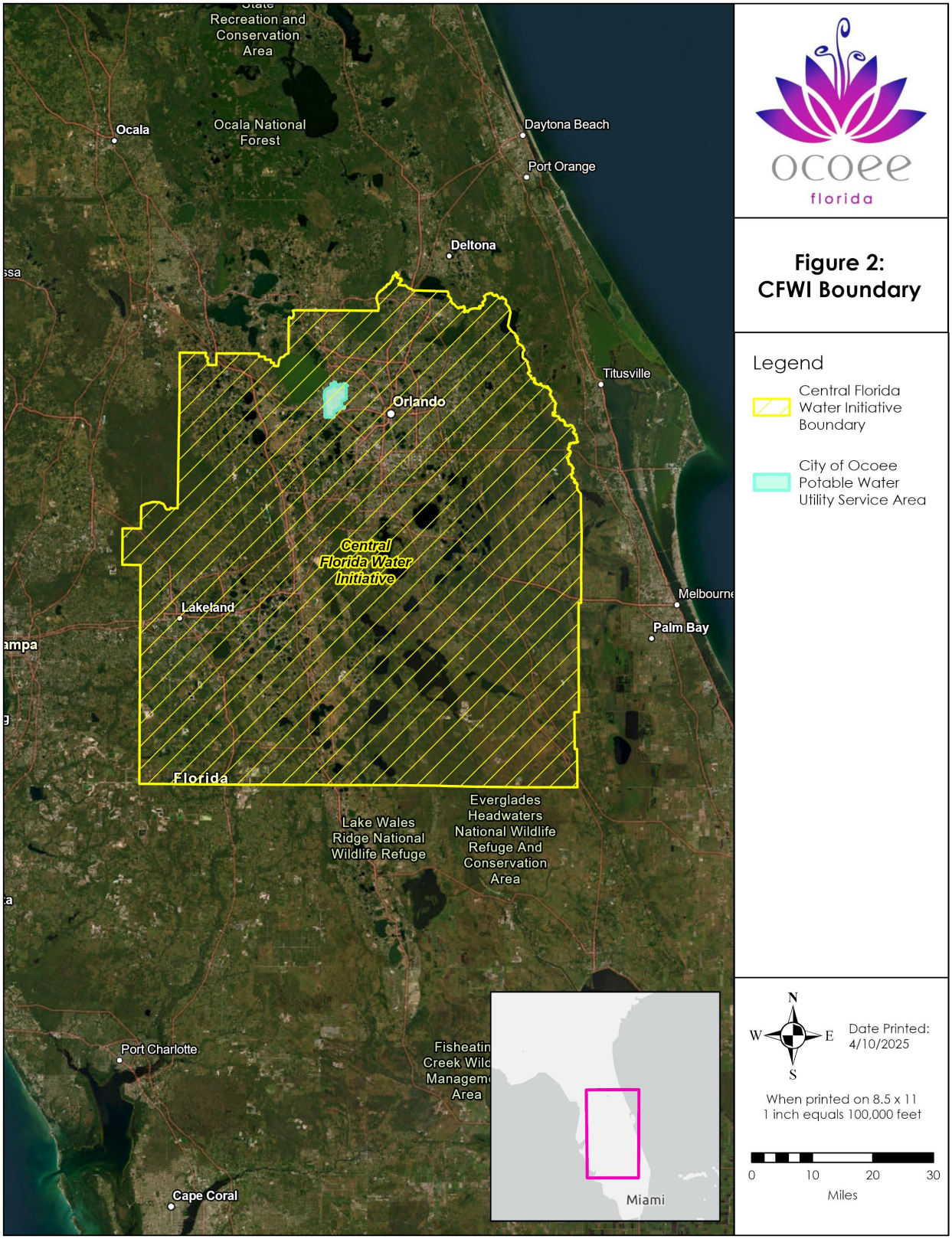
UTL Policy 4.4: Lowest quality sources of water shall be used in place of higher quality sources for landscape irrigation when technically, economically, and environmentally feasible.

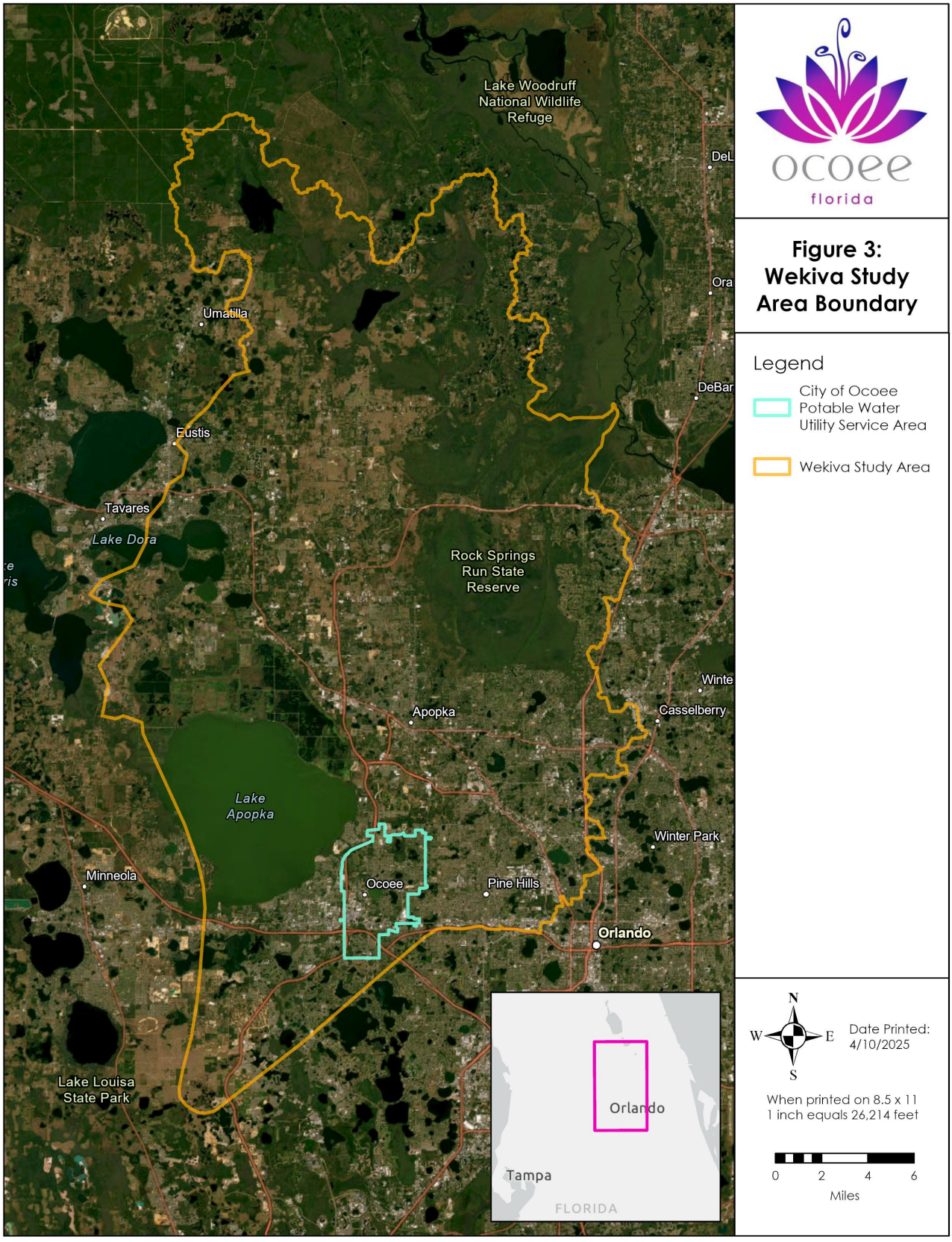
UTL Policy 4.5: The City shall encourage the use of low impact development (LID) principles to minimize impacts to the natural environment and facilitate water conservation.

UTL Policy 4.6: All service connections to the potable and reclaimed water distribution systems shall be metered and the City shall maintain a meter replacement program.

FIGURES


Okefenokee National Wildlife Refuge
Osceola National Forest
Jacksonville
Gainesville
ature Coast State Trail
Palm Coast
Ocala
Daytona Beach
Port Orange
Deltona
Homosassa Springs
Titusville
Orlando
Lakeland
Clearwater
Tampa
Palm Bay
St. Petersburg
Florida
Lake Wales Ridge National Wildlife Refuge
Sarasota
Port Charlotte
Fisheating Creek Wildl Manageme Area
Cape Coral
Immokalee
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Figure 1:
SJRWMD
Legend
St. Johns River Water Management District
City of Ocoee
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Date Printed:
4/10/2025
When printed on 8.5 x 11
1 inch equals 150,000 feet
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Recreation and Conservation Area
Ocala
Ocala National Forest
Daytona Beach
Port Orange
Deltona
Titusville
Orlando
Central Florida Water Initiative
Lakeland
Melbourne
Palm Bay
Florida
Lake Wales Ridge National Wildlife Refuge
Everglades Headwaters National Wildlife Refuge And Conservation Area
Port Charlotte
Cape Coral
Miami
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Figure 2:
CFWI Boundary
Legend
Central Florida Water Initiative Boundary
City of Ocoee Potable Water Utility Service Area
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Lake Woodruff National Wildlife Refuge
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Tavares
Lake Dora
Rock Springs Run State Reserve
Winte
Apopka
Casselberry
Lake Apopka
Winter Park
Minneola
Ocoee
Pine Hills
Orlando
Lake Louisa State Park
Orlando
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Figure 3: Wekiva Study Area Boundary
Legend
City of Ocoee Potable Water Utility Service Area
Wekiva Study Area
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City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, TO REPEAL THE 2002 OCOEE COMPREHENSIVE PLAN IN ITS ENTIRETY AND REPLACE SUCH PLAN WITH A NEW, UPDATED COMPREHENSIVE PLAN ENTITLED ENVISION 2045; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The current Comprehensive Plan, adopted on October 1, 2002, has reached its long-term planning horizon of 2022. Therefore, the Comprehensive Plan, supported by appropriate and relevant data, inventory and analysis, must be updated to include the statutorily required ten-year and twenty-year planning horizons in accordance with Section 163.3177, Florida Statutes.

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

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

N/A

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

N/A

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

N/A

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

N/A

4. Additional information the governing body deems useful (if any):
The purpose of this ordinance to adopt an update to the City's Comprehensive Plan is to achieve compliance with Chapter 163, Part II, Florida Statutes, and to bring forth goals, objectives, and policies intended to reflect and implement the focus areas and goals of the Evaluation and Appraisal Report and previously approved Special Area Plans adopted by the City Commission since the adoption of the 2002 Comp Plan.

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
ENVISION 2045 OCOEE COMPREHENSIVE PLAN –
A LARGE-SCALE UPDATE TO REPEAL AND REPLACE
OCOEE'S COMPREHENSIVE PLAN IN ITS ENTIRETY
CASE NUMBER: CPA-2025-001

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-8 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, APRIL 15, 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 the adoption of the City's new Comprehensive Plan, entitled Envision 2045 Ocoee Comprehensive Plan, which repeals and replaces the 2002 Comprehensive Plan in its entirety, in accordance with the requirements of Part II, Chapter 163, Florida Statutes.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED, TO REPEAL THE 2002 OCOEE COMPREHENSIVE PLAN IN ITS ENTIRETY AND REPLACE SUCH PLAN WITH A NEW, UPDATED COMPREHENSIVE PLAN ENTITLED ENVISION 2045; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR 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 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 of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407)905-3105.

Melanie Sibbitt,
City Clerk

Publish Date:
April 3, 2025

443600-1