OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

July 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**

  Legislative Session Recap by Florida State House District 45 Representative Leonard Spencer

  AED Stations Presentation **(Fire Chief Smothers)**

- **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 June 17, 2025. **(City Clerk Sibbitt)**
  2. Approval of New Appointment to the Code Enforcement Board. **(City Clerk Sibbitt)**
  3. Approval of the Design & Engineering Services for the Lake Apopka Nature Park with Kimley-Horn & Associates in the Amount of $202,800. **(Concurrency and Commitment Coordinator McFarlane)**
  4. Approval of Resolution Designating Administrative Official Authorized to Approve Plats and Replats. **(Deputy Development Services Director Whitfield)**
  5. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement with Blue Castle Development, LLC for the Wawa - SR 50 & Clarke. **(Development Engineer Keaton)**
  6. Approval of Proposed Tentative Millage Rate for Fiscal Year 2025–2026 Budget. **(Acting Finance Director Lawitzke)**
  7. Approval of Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. **(Police Chief Ogburn)**

8. Approval of the One (1) Year Optional Contract Renewal with Cepra Landscape, LLC for RFP 20-005 Landscaping, Landscape Maintenance, and Mowing Services. (**Procurement Manager Tolbert**)
9. Approval of Award for RFP #25-007 Emergency-Disaster Debris Monitoring Services - Term Contract. **(Procurement Manager Tolbert)**

- **FIRST READING OF ORDINANCE**

10. First Reading of Ordinance for 703 Center Street - Mazariegos Property Annexation & Rezoning; Project No. AX-05-25-05 & RZ-25-05-05. **(Planner I Belizaire)**

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

11. Second Reading 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. **(Development Services Deputy Director Whitfield)**

- **PUBLIC HEARING**

12. Adoption of the Amended and Restated Final Resolution Pertaining to Fire Protection Assessments for Fiscal Year 2025–2026. **(Assistant City Manager Rumer)**

- **REGULAR AGENDA**

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

- **ADJOURNMENT**

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

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

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

June 17, 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 **Winter Park Scout Troop #246**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

Absent: Commissioner Firstner

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

PRESENTATIONS AND PROCLAMATIONS 6:20 PM
Juneteenth Independence Day Proclamation – read and proclaimed by **Mayor Johnson.**

Mayor Johnson recognized **Janet and Robert Zorn,** *Ocoee Residents*, for their commitment to cleaning the streets of Ocoee.

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

City Manager Shadrix announced that Item #2 on the Consent Agenda will need to be pulled due to some changes that need to be made by the Department of Environmental Protection (DEP). This item is expected to be returned for consideration at the July 15th City Commission Meeting. He also provided the City Commission with an update on Duke Energy's Neighborhood Energy Saver Program, noting that he recently met with Duke Energy representatives. A presentation on the program is scheduled for August 5th, followed by a Dinner Community Meeting at the Ocoee Lakeshore Center tentatively scheduled on August 12th. Additionally, he provided a handout with the profit and loss revenue figures for Forest Lake Golf Course for the Commission's review and reminded the City Commission that the RFP for leasing and operating the golf course is currently open for submissions. He emphasized that, during this period, no ex-parte communication should occur with any companies intending to submit a proposal.

City Manager Shadrix announced that the Legislature has passed the State budget, which is $1.5 billion less than the previous year. At present, the City still has $1 million allocated in the State budget for the new fire station project. The City remains hopeful that the Governor will not veto this funding. He concluded by stating that Public Works Director Krug would give a brief update on the sidewalk and asphalt repaving program, and that Utilities Director Bolling would provide an update on water-related matters emerging from Tallahassee.

City Manager Shadrix briefly mentioned that he met with the County Administrator last week to discuss several matters and took the opportunity to remind him about the letter authorized by the City Commission regarding the traffic signal at Apopka Vineland and McCormick Road.

Public Works Director Krug provided an update on the City's resurfacing and sidewalk projects and informed the City Commission about how the public can access project details on the City's website. The City Commission inquired about how the online tracking system will function and raised concerns about potholes in Sleepy Harbour Drive, tree roots damaging sidewalks, and the budgeted funding for the upcoming fiscal year.

Utilities Director Bolling provided an update on the Utilities Department, covering the discontinuation of fluoride in the City's water, an explanation of the drinking water quality report, and water conservation programs that will be available soon.

- **PUBLIC COMMENTS** 6:54 PM

The following persons addressed the City Commission:

- **Doug Gomber**, *Ocoee Resident*, requested an update on Envision 2045. **Development Services Director Corless** provided an update on the status of the transmitted documents and noted that staff plans to present the plan for adoption at an upcoming City Commission meeting. **Commissioner Kennedy** inquired if there were any Land Development Code (LDC) updates forthcoming. **Development Services Director Corless** addressed his question.

- **CONSENT AGENDA** 6:57 PM

Consent Agenda Motion

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

1. Approval of Minutes from the Regular City Commission Meeting held June 3, 2025. **(City Clerk Sibbitt)**
2. Approval of the Florida Springs Grant Agreement SR005 from the Florida Department of Environmental Protection for the City of Ocoee Downtown Sewer Connections Project. **(Utilities Director Bolling)**

This item was pulled at the request of City staff and will be brought back to a future meeting.

- **FIRST READING OF ORDINANCE -** None

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** 6:57 PM

3. Second Reading of Ordinances for 524, 518 & 508 Woodson Ave. - Legacy Homes FL LLC Annexation & Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District); Project No(s): AX-04-25-04, AX-04-25-03, AX-04-25-02, RZ-25-04-04, RZ-25-04-03, & RZ-25-04-02. **(Planner I Belizaire)**

Planner Belizaire presented a brief overview of the annexation and rezoning request of the subject parcels located at 524, 518 & 508 Woodson Avenue. The properties are logical and eligible for annexation and will further the City's efforts to reduce enclaves within the city limits. The properties are currently zoned County R-1 with Low Density Residential (LDR) designation on the Future Land Use Map (FLUM). A rezoning to conventional City R-1A is proposed, with the properties maintaining the LDR designation. City water is available, and the properties will continue to utilize private septic systems.

City Attorney Geller read the titles of the ordinances.

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

Motion: Move to Approve Ordinance 2025-08 Annexation for 524 Woodson Ave - Legacy Homes FL LLC, Project Number AX-04-25-04, as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

Motion: Move to Approve Ordinance 2025-10 Annexation 518 Woodson Ave - Legacy Homes FL LLC; Project Number AX-04-25-03, as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

Motion: Move to Approve Resolution 2025-12 Annexation for 508 Woodson Ave – Legacy Homes FL LLC; Project Number AX-04-25-02, as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

Motion: Move to Approve Ordinance 2025-09 Rezoning for 524 Woodson Ave - Legacy Homes FL LLC; Project Number RZ-25-04-04, as presented by staff; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Firstner absent.

Motion: Move to Approve Ordinance 2025-11 Rezoning for 518 Woodson Ave - Legacy Homes FL LLC; Project Number RZ-25-04-03, as presented by staff; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Firstner absent.

Motion: Move to Approve Resolution 2025-13 Rezoning for 508 Woodson Ave – Legacy Homes FL LLC; Project Number AX-04-25-02, as presented by staff; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Firstner absent.

- **PUBLIC HEARING -** None

- **REGULAR AGENDA** 7:07 PM

4. Approval of Code Enforcement Board Reappointments and Discussion on Changing Meeting Day. **(City Clerk Sibbitt)**

City Clerk Sibbitt explained that the staff report consists of two parts and began by addressing the reappointments. She noted that three regular member seats have terms expiring in June 2025. Staff contacted the three members, Joe Bandur, William Mann, and Laini Schultz, to confirm their interest in reappointment and requested updated applications. Members Bandur and Schultz have expressed interest in continuing to serve and have submitted updated applications. However, Member Mann has not responded, and as a result, his seat will be considered vacant at the end of the month.

Motion: Move to approve the reappointment of Joe Bandur and Laini Schultz to the Code Enforcement Board for another three-year term to end June 2028; Moved by Commissioner Wilsen, seconded by Commissioner Oliver:

Commissioner Kennedy pointed out that, unlike other advisory boards, this board does not have equal representation from all districts. He noted that District 3 currently lacks a representative. Discussion followed regarding the shortage of applications from District 3, concerns about maintaining a quorum, and the open alternate member seats.

Motion carried 4-0 with Commissioner Firstner absent.

City Clerk Sibbitt explained that at the May 20th City Commission Meeting questions were raised about the cancellation of the Board's November and December meetings. Upon reviewing past meeting minutes, staff determined that the Board began canceling its December meetings in 1993, with subsequent cancellations continued by Board motions in the following years. If the City Commission prefers that the November and December meetings continue as scheduled, staff recommends considering a change in the meeting day to the third Thursday of each month to help avoid conflicts with holiday weeks. Brief discussion ensued.

Motion: Move to change the Code Enforcement Board Meeting Day to evenings of the third Thursday each month as soon as possible; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

5. Discussion and Direction on Planned Actions in Reference to Code Enforcement and Parking Concerns. **(Police Chief Ogburn)**

Police Chief Ogburn provided a PowerPoint presentation outlining parking violations and enforcement, prohibited parking zones, commercial and industrial parking restrictions, and regulations related to home occupation parking. He concluded the presentation by presenting several options for the Commission's consideration, along with proposed next steps.

Following the presentation, City Commission comments included support for implementing the

strictest level of enforcement and the highest possible fines, exceeding those for red light camera and speeding violations. Additional suggestions included placing a hold on vehicle registrations, as well as backing the use of 48-hour notice stickers that could result in vehicle immobilization or towing at the owner's expense. Further discussion ensued regarding the current fines in place and the feedback provided by the City Commission. Additionally, staff noted that a future meeting will include a discussion on implementing a lien program aimed at recovering the $3.6 million in outstanding non-homesteaded lien fees. Discussion ensued on the re-vamp of the foreclosure program, and commercial code violation enforcement.

City Attorney Geller read and explained portions of the City Code that outline the maximum allowable fine amounts and how they may be applied. **City Manager Shadrix** explained that the purpose of having staff present this evening was to facilitate this dialogue and allow City staff to receive clear direction moving forward. He advised that they received extensive feedback from the City Commission, which was their goal, and stated they will bring an item back for the Commission's approval at a future meeting.

6. Approval of Ocoee Remembers Event - November 1, 2025. **(Parks and Leisure Services Deputy Director Gaines)**

Parks and Leisure Services Deputy Director Gaines presented the proposed program for the upcoming 2025 Ocoee Remembers Event. He noted that during the planning phase, the City was unexpectedly contacted by the Alliance for Truth and Justice (ATJ), who, without prior coordination, informed staff via email of their intention to host their own remembrance events for descendants on November 1st and requested the City's partnership. City staff informed ATJ that the City was already in the process of planning its own event and would follow up once a final decision has been made.

Staff addressed the question from Commissioner Kennedy about whether ATJ had clarified what they meant by partnership. Following a brief discussion, the City Commission unanimously expressed support for the proposed program presented by City staff.

Motion: Move to authorize city staff to move forward with the Ocoee Remembers Event to be held on Saturday, November 1, 2025; Moved by Commissioner Oliver, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

- **COMMENTS FROM COMMISSIONERS** 7:57 PM

Commissioner Oliver – Commented on the following: 7:57 PM – 8:01 PM

1) Announced that the Habitat for Humanity's Restore Program is now open and accepting applications and provided their contact information.

2) Attended the City's Comprehensive Plan meeting and stated that it is an excellent plan; he is very proud of the plan and encouraged residents to take a look at it on the City's website.

3) Addressed the traffic light at the intersection of McCormick and Apopka Vineland Road; he requested a copy of the approval of the plan made with the Developer and Orange County. **City Manager Shadrix** stated that a copy will be sent to the Commission, and he confirmed

that the County has been provided with a copy as well; an answer on schedule and timing is forthcoming.

4) Read an inspirational message.

8:01 PM - 8:04 PM

Mayor Johnson announced the Florida League of Cities' Annual Conference and requested a decision be made on a voting delegate.

Motion: Move to elect Mayor Johnson as the voting delegate for the Florida League of Cities' Annual Conference; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

He further announced the upcoming City events for the months of June and July.

Commissioner Wilsen – Commented on the following: **8:04 PM – 8:05 PM**

1) Announced the cancellation of the July 1st City Commission meeting.

2) Acknowledged the Casting With A Cop event, which was held this past Saturday and encouraged residents to attend city events throughout the year.

Commissioner Kennedy – Commented on the following: **8:05 PM - 8:08 PM**

1) Thanked Commissioner Oliver for his comments on the Ocoee Remembers Event. He also confirmed that the Ocoee Remembers event is open to the public.

2) Thanked City staff for the Forest Lake Golf Club financial update.

Mayor Johnson – Commented on the following: **8:08 PM - 8:09 PM**

1) Announced that he attended the grand opening for The Backyard and stated that they did a great job.

2) Expressed heartfelt gratitude to everyone, especially the City of Ocoee, for their compassion and support during his and his family's recent time of mourning following the loss of his son.

- **ADJOURNMENT** **8:09 PM**

APPROVED:

Attest: **City of Ocoee**

_____ _____

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of New Appointment to the Code Enforcement Board. (City Clerk Sibbitt)

Background Summary:
The Code Enforcement Board was created by Ordinance No. 741 on June 16, 1981. The purpose of this Board is to review residential property infractions of the City Technical Codes, negotiate compliance and impose fines for failure to comply. The City utilizes a magistrate apart from the Code Board for code enforcement issues involving commercial properties. The Code Enforcement Board shall consist of seven (7) regular members and two (2) alternate members, all with three-year terms. Currently, the Board has six (6) regular members and no alternate members.

An application has been received by Roman Whittle, who has shown an interest in being appointed to the Code Enforcement Board as a regular member for a term ending June 2028. At this time, there are no other applications on file for this Board.

Issue:
Should the Honorable Mayor and City Commissioners consider appointing Roman Whittle to serve as a regular member on the Code Enforcement Board for a three-year term?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners consider appointing Roman Whittle to the Code Enforcement Board to serve as a regular member for a term ending June 2028.

Attachments:
1. Board List
2. Board Application & Resume

Financial Impacts:
None

Type of Item: Consent

CODE ENFORCEMENT BOARD

Created by Ord. #741 on 6-16-81/Amended by Ord. #1004 on 9-1-87/ #89-43 on 11-21-89/ #95-06 on 3-7-95 / #2017-005 on 1-17-17.
Members must be City residents per § 7-5.A, Code of Ordinances and they will serve 3 year terms.
Election for Chair and Vice-Chair held in June.

(7 Regular and 2 Alternate Members ~ 4 is a Quorum)

Member	District	Email	Term Expires
1. Johnmichael Fernandez	4	Johnmichaelf98@yahoo.com	June 2027
2. Warren Lewis	1	walewis051515@gmail.com	June 2026
3. Joe Bandur	1	joecodee@yahoo.com	June 2028
4. Vacant			June 2028
5. Ravi Bickram	2	ravibickram@aol.com	June 2027
6. Laini Schultz	2	lainischultz@gmail.com	June 2028
7. Crystal Smalldon	2	crystalsmalldon@gmail.com	June 2026

Alternate Members	District	Email	Term Expires
1. Vacant			
2. Vacant			

Board Attorney

Fowler, Feeney & Associates ***407/425-2684 (W)***
James A. Fowler "Skip", Esq. ***407/487-0005 (Fax)***
Sharyn Hudson – Executive Assistant ***sharyn@ffalaw.org***
28 West Central Blvd.
Suite 400
Orlando, FL 32801

Updated 6/18/2025

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) Roman Whittle E-mail Address romanwhittle@aol.com

Home Address 2632 Hornlake Circle, Ocoee, Fl 34761

Phone 704 309-9158 City Resident at Least 6 Months? ☑ Yes ☐ No City District # 4

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 Alliance One / CFX Position Project Manager

Business Address 4974 ORL Tower Rd, Orlando, FL 32807

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: Swarthmore College, Swarthmore, PA- bachelor
Wake Forest University - Masters in Business Administration

Experience: project manager for Visitor Toll Pass project (2018 - present),
Disney Vacation Manager (2010 - 2017),
Ortho-McNeil Pharm (div of Johnson & Johnson) manager 1993 - 2005

Special Knowledge or Skills: project management, finance, human resources, communication,
problem solving, life long learner

Community/Civic Organizations & Involvement: volunteer for 2nd Harvest food bank (Metro West site)
interviewer for Swarthmore College candidates, donor for One Blood (platelets & blood)

Hobbies or Special Interests: golf, walking, running, writing, 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 Roman Whittle Date 17 June 25

Roman J Whittle

2632 Hornlake Circle, Ocoee, Florida 34761 / cell: (704) 309-9158 / email: romanwhittle@aol.com

A distinguished career in management with a history of performance success through recruiting, training, development, business planning, marketing & collaborating. My skill set include outstanding communication abilities demonstrated through building relationships, transferring information in large & small group formats. My experiences have allowed me to build top performing teams by building consensus listening to different perspectives and understanding our business and volunteer environment. In my current role, I work with various stakeholders in government & commercial capacities where we work together for common goals.

Work History

- Building winning teams through effective recruiting, training and developing people
- Consistent history of performing at or above sales goals with Johnson & Johnson, Disney Vacation Club where promotions occurred multiple times, demonstrating advanced capabilities & expertise
- Creating business plans, marketing strategies and tactics to stay ahead of competition
- Ongoing learning to keep up with industry normal & advancements
- Managing and developing projects to grow business and seek new avenues of revenue
- Partnering and building relationships with corporate, government & volunteer organizations
- History of developing training techniques and advancing individual & team performance

Alliance One / Teleperformance

Special Project Manager, Client Services Manager — Jun ’21 to present

- Manage a team of 4 leads and 8 customer service agents to run a project to deliver portable transponders to customers visiting Orlando International airport through a vending machine
- Build a new business model creating standard operating procedures to run business from 8am until 12am, seven days a week
- Coordinate & communicate with private & government stakeholders’ daily project functions, needs, problems & solutions.
- Problem solves for internal and external challenges and develop a risk strategy to mitigate hurdles / problems
- Hire and develop agents to deliver customer service excellence through training project processes, customer engagement practices & professional behaviors
- Deliver monthly reports to show performance of project through trend analysis of customer usage, customer satisfaction scores, operation management (refunds, bad debt)

Alliance One / Teleperformance

Client Services Manager, Visitor Toll Pass Manager — Sept ’20 to Jun ‘21

- Manage a team of 3 supervisors and 14 agents on the night shift to handle incoming calls for E-Pass / CFX customers, adjusting to reducing team due to COVID-19 challenges
- Deliver daily business updates on operations duties and responsibilities, producing reports for project manager, and used as a communication tool for peers & stakeholders
- Problem solve for internal and external challenges and develop a risk strategy to mitigate hurdles / problems
- Demonstrated strong ability to build relationships with CFX/client, internal management & stakeholders to communicate evolution of Visitor Toll Pass Project
- Adapting / Incorporating new systems & services during transition period to AOI

EGIS Projects

Project Manager, Visitor Toll Pass Project — March ’19 to Aug ‘20

- Manage a team of 6 supervisors and 38 customer service agents to run a new project/enterprise to deliver portable transponders to customers visiting Orlando International airport
- Build a new business model creating standard operating procedures to run business from 8am until 12am, seven days a week
- Coordinate & communicate with private & government stakeholders’ daily project functions, needs, problems & solutions.
- Problem solve for internal and external challenges and develop a risk strategy to mitigate hurdles / problems

- Hire and develop supervisors and agents to deliver customer service excellence through training project processes, customer engagement practices & professional behaviors
- Deliver monthly reports to show performance of project through trend analysis of customer usage, customer satisfaction scores, operation management (refunds, bad debt)

Supervisor, Visitor Toll Pass Project July '18 to March '19

- Train customer service team to work in a newly conceived project at Orlando International airport
- Develop training modules – soft skills (listening, building trust, handling objections) & technical skills (computer systems, job responsibilities)
- Create & improve training manual sections- develop training resource to deliver details & business objectives
- Improve business plan, project vision, mission and way of doing business – build out details on market place, business goals & expectations, and intentional mindset
- Learning the toll industry and envision a new product & project to grow business- fast track learning & experience on job has given me incredible insight in this industry & first of its kind product in market
- Partnering with EGIS contact center, operations, image review, and Central Florida Highway Authority- learning to effectively work within business practices, understanding regulations & policies
- Managing a team of 6-12 customer service representatives, and held responsible for up to 38 CSR

Walt Disney World / Disney Vacation Club

Sales Guide Oct 2014 to June 2018

- Presented Disney Vacation Club to individuals, families & groups explaining benefits such as costs savings, variety of destinations, legacy options, how the membership enhances vacations in the long & short term.
- Demonstrated expertise in contracting, trained peers on use of computer software, how to create trust accounts multiple owners, restricted states & countries
- Earned Florida Real Estate License, routinely updating industry knowledge and personal development

Advanced Sales Manager Oct 2010 – Oct 2014

- Managed a team of 15-25 Advanced Sales associates in Disney parks and resorts-
    - Training- developed training programs to focus / Championed Morning huddles (to deliver training)
        - New product information
        - Sales skills – engagement of guest, discovery, need assessment, commitment, action, handling objections, follow up
        - New regulations / Exceptions
        - Contests- to improve daily, weekly & monthly performance
        - Recognition
    - Resort Team Project- developed and managed a resort team solely focused on high paying guests
        - Targeted guest locations
        - Coordinated with marketing, sales team and resorts
        - Developed into larger marketing and sales revenue stream
    - Interviewing potential ASAs
    - Performance & 4 Keys training, development & assessing
    - Scheduling / Administrative duties
    - Coaching & counseling - providing individual assessments & areas of improvement

Advanced Sales Associate Aug 2010 – Oct 2010

- Worked in parks and resorts to convince guests to learn about the Disney Vacation Club and potentially become a member of the Disney Vacation Club.

Johnson & Johnson / Ortho McNeil Pharmaceutical Corp

District Manager June 1993 – Oct 2005

- Managed a team of ten pharmaceutical reps in North Carolina, South Carolina and Tennessee with over 45 million in sales revenue in 4 product categories
- Training: individual and group settings
    - New Product information / launched 17 products (including national, regional & district meetings)

- Sales training- introduction, warm up, probing/discovery, product presentations, need assessment, handling objections, closing, action plans, follow up, managed care elements, addressing side effects, applying medical studies (learning & diagnosing use of materials from journals)
    - Targeted training: created small groups 2-3 reps to focus on less skilled reps with higher skilled reps to improve skills, communication & coordination
- Professionalism /sample management
- Regulations / Requirements / Quality Assurance

- Developed eleven reps for advanced responsibilities- training, leadership / management, marketing roles
- Interviewed, hired, trained & developed sales representatives
- Conducted quarterly, regional & national meetings to train team on marketing initiatives, product updates and competitive strategies
- Lead projects to develop key decision makers & speakers for new products in pain medication & antibiotics

Regional Trainer June 1992 – June 1993

- Created training presentations: power point slides, incorporating training system, individual binders & other resources to act as hands on tools
    - understanding provider personality styles
    - understanding medical studies / how to effectively deliver study information
    - provide detail around our performance reports
    - applying daily requirements of job- management of samples, regulations & requirements of materials, professionalism,
- Developed training progress schedules for a dozen trainers in the Mid-Atlantic region
- Certified new trainers to perform effectively –
    - completed orientation & certification - coach new pharmaceutical sales reps so they could carry out the role for respective district
    - communicated / partnered with district managers in region & nation on trainers
    - prepared coaching for trainers / areas of improvement / their own personal development

Sales Trainer June 1991- June 1992

- Certified as a trainer for Ortho Pharmaceutical Corp to orientate sales rep
    - Learn & understand our entire product line
    - Deliver effective sales presentations
    - Know our sale process- introduction, probing/discovery, handling resistance, objections, close, action steps, follow up, read & comprehend performance reports
- Trained 5 reps

Pharmaceutical Sales Rep May 1988- June 1992

- Developed relationships with providers in NW Baltimore & Baltimore County Maryland including individual practices, small & large groups practices, mid-level providers, clinics (Planned Parenthood, county & college health clinics) medical centers & residency programs, hospitals- including Greater Baltimore Medical Center, Franklin Square Homewood, Bel Air hospitals
- Effectively sold 4 product lines of Ortho products- women's health care, antibiotics, analgesics, dermatology and pain management
    - Finished in top 10 in region multiple times
    - Won leadership circle awards- monetary rewards and vacation destinations
- Mentored reps in district on sales techniques, provider interactions, action steps

Education

Wake Forest University, Winston-Salem, NC	MBA
Swarthmore College, Pennsylvania	BA, Political Science & History
Florida Real Estate License	active & up to date in certifications
Project Management Certification	in progress / member of Orlando PMI chapter

Volunteer Work

- Workforce Development Board member & Youth Council Chair- Mecklenburg County, NC for 4 years
- Disney Dreamer Academy with Steve Harvey – March 2012 & 2013; mentoring 4 high school students each year
- Right Moves for Youth (RMFY)- Board member for 4 years
- Friends of 4th Ward – Board member for 3 years
- St Gabriel's Church – Charlotte, NC - usher for 5 years, facilitator of "Why Catholic?" platform
- Holy Cross Church- Orlando, FL
- Junior Achievement

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 3

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of the Design & Engineering Services for the Lake Apopka Nature Park with Kimley-Horn & Associates in the Amount of $202,800. (Concurrency and Commitment Coordinator McFarlane)

Background Summary:

On March 5th, 2024, the City Commission approved a proposal for the development of the Lake Apopka Nature Park Master Plan through Kimley-Horn. This proposal was split into two (2) phases, with Phase 1 being the development of a Master Plan and Phase 2 being the development of the design and engineering documents. Since last year, staff from Development Services, Parks & Leisure Services, and Public Works have been working with Kimley-Horn to develop the Master Plan (see Lake Apopka Nature Park Master Plan).

With the Master Plan being finalized, the next step for this project is to move forward with the design, engineering, and construction documents based on the Master Plan. Kimley-Horn has submitted an amendment to their original proposal to proceed with 60% design plans with services such as grant research, civil design plans, a stormwater design plan, a tree mitigation plan, a landscape plan, an irrigation plan, a hardscape plan, environmental work, a topographic survey, geotechnical work, and structural engineering (see Lake Apopka Nature Park Master Plan Proposal Amendment (Phase 2)).

The total cost for Phase 2 is $202,800, and funding is available utilizing the remainder of the funds contributed by Mattamy Homes in 2016. A preliminary Opinion of Probable Cost (OPC) for the full development of the park has been provided by Kimley-Horn, and the preliminary total is $4,937,000 (see Lake Apopka Nature Park Master Plan OPC). As part of Phase 2, Kimley-Horn will research grant opportunities that could help offset the costs of the park. As the project proceeds into the following steps after 60% design plans, it will be brought back to the City Commission for input and funding. Additionally, staff will continue to work with Kimley-Horn to identify potential grant opportunities.

Staff is requesting authorization to proceed with the amendment to the proposal for 60% design plans, which is the next step in the full development of this park.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposal submitted by Kimley-Horn and Associates, Inc. for the development of Phase 2 (60% construction documents) of the Lake Apopka Nature Park Master Plan?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners approve the proposal submitted by Kimley-Horn and Associates, Inc. for the development of Phase 2 (60% construction documents) of the Lake Apopka Nature Park Master Plan.

Attachments:
1. Lake Apopka Nature Park Master Plan
2. Lake Apopka Nature Park Master Plan Proposal Amendment (Phase 2)
3. Lake Apopka Nature Park Master Plan OPC

Financial Impacts:
The Scope of Services for Phase 2 of the Master Plan includes 60% design plans, with a total cost of $202,800. Phase 1 of the Master Plan expended $58,000 of the $250,000 contributed by Mattamy Homes towards a future lakeside park (GL Code 106-223006). To fund Phase 2, $192,000 will be used from Mattamy's contribution, and an additional $10,800 in recreation impact fees has been reallocated from Job #18506. Phase 2 will be utilizing Kimley-Horn's RFQ #21-006 Continuing Planning and Landscape Architecture contract.

Costs to finalize the engineering for the park and construction will be brought back for approval. Recreation impact fees can be used for the construction of the park. With the adoption of Envision 2045, the adopted Level of Service (LOS) for Parks, Open Space, and Recreation is eight (8) acres per 1,000 population served. This park has been identified as a future park in Envision 2045 that helps achieve this LOS. Additionally, staff will seek out various grant opportunities to help offset the cost of construction.

Type of Item: Consent



LAKE APOPKA NATURE PARK

CONCEPTUAL MASTER PLAN DEVELOPMENT

CITY OF OCOEE, FLORIDA
FEBRUARY 19, 2025

ocoee
florida

Kimley»Horn

CONTENT

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Kimley»Horn

PROXIMITY MAP



LAKE APOPKA PARK MASTERPLAN



SITE KEY

1. VEHICULAR DROP OFF AREA
2. MAIN PAVILION
3. MULTIPURPOSE LAWN
4. WOODEN BOARDWALK
5. TWO STORY OVERLOOK PIER
6. MULTIGENERATIONAL PLAYGROUND
7. OUTDOOR CLASSROOM
8. STORMWATER EDUCATION FEATURE
9. EXISTING CONCRETE PATH

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

WEST ORANGE TRAIL CONNECTION

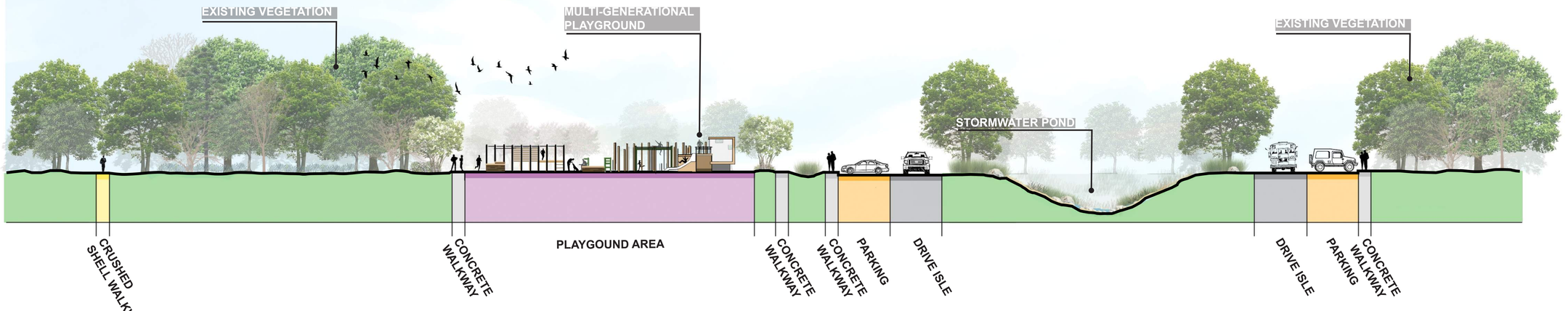


SITE KEY

1. OCOEE CROWN POINT PARKWAY SIDEWALK CONNECTION POINT

SECTION - A





SECTION - B











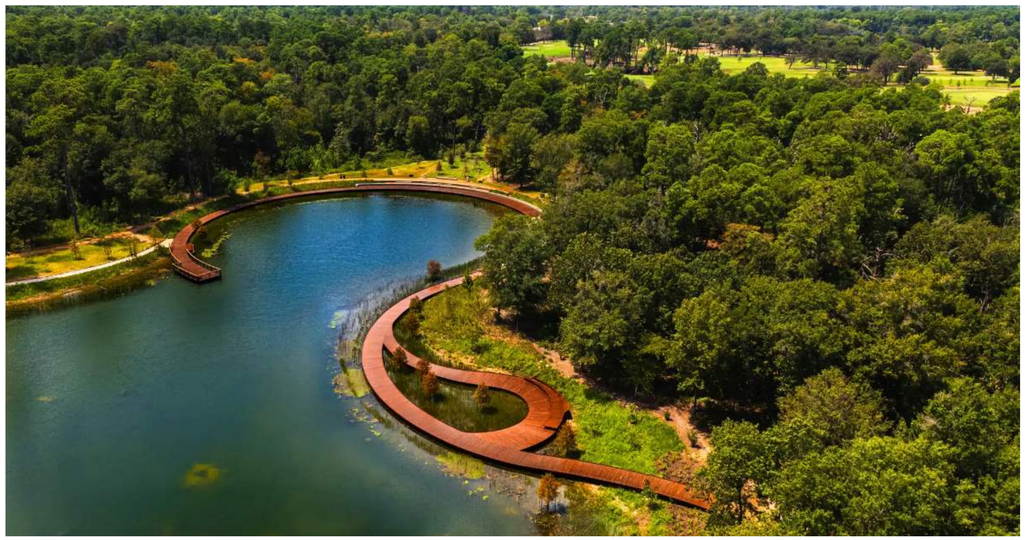













Lake Birds























Kimley»Horn

June 10, 2025

Ginger Corless, AICP, CPRP
Deputy Development Services Director & CRA Administrator
City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

Re: City of Ocoee – RFQ 21-006 Continuing Landscape Architecture / Planning
Lake Apopka Nature Park – Phase 2 (60% Construction Documents)
Ocoee, Florida

Dear Ms. Corless:

This revised letter will serve to amend our current contract dated February 20, 2024. See below for project understanding/assumptions and corresponding scope/fee:

PROJECT UNDERSTANDING

Kimley-Horn understands that the City of Ocoee is seeking to proceed with full design, permitting and construction for the Ocoee Nature Park Master Plan as produced in Phase 1 (pictured below) dated February 19, 2025. The park elements include the following:

- Entryway with parking
- Playground
- Pavilions (3) and picnic area (1)
- Outdoor education area with art element
- Crushed shell pathway
- Boardwalk and 2-story observation tower
- Furnishing selection
- Stormwater design



Figure 1

In preparation of these documents Kimley-Horn assumes the following:

1) Scope of work is limited to 60% design plans. Submittals will be prepared in two (2) rounds – 30% and 60%.
2) Scope of work is per the master plan dated February 19, 2025. Additional sets of construction documents, permit sets, and bid packages will be provided as an additional service.
3) The design of the structural site elements will be in conformance with the following requirements:

- Florida Building Code 7th Ed. 2020
- American Concrete institute Code 318-19 with 2022 revisions (ACI)
- 2018 National Design Specification (NDS) for Wood Construction
- ASCE/SEI 7-22 Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

4) The project will be completed in one (1) phase.
5) Utility design is not included
6) Survey and geotechnical work will be provided via a sub-consultant

Based on the above, our scope of services and fees are as follows:

SCOPE OF SERVICES

PHASE 2 TASKS:

TASK 1 - PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Kimley-Horn will provide a project manager and staff to administer the professional services described in this scope and coordinate with the City's Project Manager. As part of this task, Kimley-Horn will:

- Provide scheduling, status reports, budgeting, invoicing, and quality assurance
- Facilitate one (1) Kick-off meeting with Client and design team
- Facilitate monthly progress meetings via conference call / online meeting
- Facilitate up to four (4) additional conference calls / online meetings as required

Deliverables for this task will include status reports, meeting minutes, schedule/schedule updates.

TASK 2 – GRANT RESEARCH / MATRIX DEVELOPMENT

Kimley-Horn will research funding opportunities and prepare a matrix of potential third party funding pursuits that could assist in offsetting the costs of the project. The matrix will provide information such as the name of the funding source, a description of the possible use of the funds, whether the source is a grant or a loan, specific terms/conditions of the source, and the deadline for submitting an application. Preparation of applications is not included in this task but can be provided in future authorizations.

TASK 3 – CIVIL DESIGN DEVELOPMENT PLANS

Design Development (DD) Plans will include engineering plans at a 60% level including details and general notes. The plans provided will be submitted to the regulatory agencies for approval.

The DD plans will include the following:

- Project Name
- Legal Description and gross acreage of the proposed development including and identifying land and any applicable water bodies
- Site Topography
- Existing streets or rights-of-way
- Site Plan including Proposed uses
- Density
- Building Height(s)
- Building Coverage
- Preliminary Stormwater Management Plan
- Preliminary Grading Design
- Soils
- Existing or proposed easements as indicated by the Survey
- Parking spaces and locations
- Identification of owners, developers and the consultants involved.

TASK 4 – PRELIMINARY STORMWATER DESIGN

Preliminary Stormwater design will be based on review of the existing topography (as provided by the Surveyor) for anticipated basin areas and pond citing.

Drainage design calculations will be limited to the following:

- Pre-development basin area delineation and parameters
- Post-development basin area delineation with an assumed estimated percent impervious area
- Treatment volume requirement calculations
- Preliminary stormwater quantity requirements and modeling using ICPR

The above information will be utilized for the Design Development Plans Task. A technical memorandum summarizing these findings is not included but can be provided as an additional service

TASK 5 - TREE MITIGATION PLAN

Kimley-Horn will prepare a Tree Mitigation Plan utilizing aerial photography and previous site visit data:

Tree Mitigation Plans will include:

- Approximate tree cluster location, and status to be removed or remain in place.
- Locations of proposed mitigation techniques limited to: tree protection fencing and root pruning limits.
- Tree removal and mitigation calculations per jurisdictional tree mitigation requirements to determine the total mitigation required.

Field observation of trees is not included in this scope of work. Trees totaling more than 250 in number will be considered an additional service. A tree risk assessment/hazard evaluation, or appraisal is excluded from this task. Deliverables for this task will include one (24”x36”) set of reproducible drawings in PDF format to be included as part of a tree removal permitting submittal. The effort for this task includes addressing two (2) rounds of ordinary and reasonable comments from the jurisdiction.

TASK 6 - LANDSCAPE PLAN

Kimley-Horn will prepare Landscape Construction Drawings in accordance with the jurisdiction's Land Development Regulations.

The Landscape Plan work will include:

- Preparation of 60% landscape construction documents depicting landscape locations; quantities; and sizes including planting details, landscape berms, general notes, and specifications.
- Coordinate with Civil Engineer with regard to site plan/engineering/demolition.
- Provide one (1) final landscape plan for the proposed project, using CAD technology including planting details and specifications.

Deliverables for this task will include one (24"x36") set of reproducible drawings in PDF format to be included as part of the civil plan permitting submittal. The effort for this task includes addressing two (2) rounds of ordinary and reasonable comments from the jurisdiction.

TASK 7 - DESIGN INTENT IRRIGATION PLAN

Kimley-Horn will prepare a Schematic Irrigation Plan for the proposed site plan to provide 100% irrigation coverage of proposed landscaping as part of this development modification.

The Irrigation Plans will include:

- 60% construction documents depicting head layout, mainline layout, pipe sleeving, flow total calculations, and anticipated source and/or point of connection. Final pipe sizing, valve locations, and zone/system operation calculations will not be prepared. The Client is to specify preferred irrigation equipment type (Toro, Hunter, or Rainbird) prior to authorization of this task if a specific manufacturer is required.

Deliverables for this task will include one (24"x36") set of reproducible drawings in PDF format to be included as part of the civil plan permitting submittal. The effort for this task includes addressing two (2) rounds of ordinary and reasonable comments from the jurisdiction. Full site irrigation plans are not included in this scope of work.

TASK 8 - HARDSCAPE PLAN

Kimley-Horn will prepare 60% Hardscape Construction Plans based on the Master Plan generated by Kimley Horn. The construction documents for this portion of the project will include:

Hardscape Plans
Kimley-Horn will prepare plans showing the location of hardscape features such as sidewalks, benches, specialty paving, fences, gates, and detail callouts for the design areas listed above.

Site Details
Kimley-Horn will prepare detail sheet(s) for use in the construction of the hardscape and landscape elements for those items shown on the Hardscape Plans.

- Pedestrian and Specialty Paving Details and standard installation details
- Entry Gate/Arrival paving details and entry feature (design intent only)

- Seating Areas (not included: structural details)
- Design intent sections (limited to three (3), additional section required will be considered an additional service and billed as such)
- Cut sheets for special features for the park
- Columns and Fence Details for perimeter security and required fences (structural footers by others)
- Site furnishings: Bike racks, litter receptacles, benches, bollards, moveable furnishings like tables and chairs.

Deliverables for this task will include one (24"x36") set of reproducible drawings in PDF format to be included as part of the civil plan permitting submittal. The effort for this task includes addressing two (2) rounds of ordinary and reasonable comments from the jurisdiction/Client. Approximately two (2) client meetings via conference calls are included in this task (included in Task 7).

TASK 9 – ENVIRONMENTAL

Kimley Horn shall research any existing easements or other restrictions that may exist both within and adjacent to the proposed project boundary. Project research may include but should not be limited to review of available: federal, state, and local permit files and databases; and local government information including County and property appraiser data. Kimley Horn shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Any applicable information will be shown on the plans as appropriate.

Field Work will be conducted to establish Wetland Jurisdictional Lines and Assessments**.** Kimley Horn shall be responsible for, but not limited to, the following activities:

- Determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87-1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR-10-20).
- Collect all data and information necessary to determine the jurisdictional boundaries of wetlands and other surface waters as defined by the rules or regulations of each permitting agency processing a COUNTY permit application for the project.
- Set seasonal high-water levels in adjacent wetlands with biological indicators
- Obtain a jurisdictional determination as defined by the rules or regulations of each permitting agency processing a COUNTY permit application for the project.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and other surface waters. Aerial maps shall be reproducible, of a scale of 1" = 400' or more detailed, and be recent photography. The maps shall show the jurisdictional boundaries of each agency. Photocopies of aerials are not acceptable. When necessary, a wetland-specific survey will be prepared by a registered surveyor and mapper. All surveyed jurisdictional boundaries are to be tied to the project's baseline of survey.
- Prepare a written assessment of the current condition and functional value of the wetlands and other surface waters. Prepare data in tabular form which includes the ID number for each wetland (and other surface water, if necessary) impacted, size of wetland to be impacted, type of impact, and identify any wetland (by ID number and size) within the project limits that will not be impacted by the project.
- Prepare appropriate agency forms to obtain required permits. Forms may include but are not limited to the USACE "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain

Region"; the USACE "Approved Jurisdictional Determination Form"; Uniform Mitigation Assessment Method forms and/or project-specific data forms.
- Conduct general wildlife surveys and will evaluate the existing habitat for the potential usage by listed species.
- Prepare a memorandum summarizing the existing land use, extent of wetlands within the project limits, and potential habitat and protected species within the project limits.
- Consultation with the Florida Fish and Wildlife Conservation Commission (FWC) and the U.S. Fish and Wildlife Service (FWS).
- Coordinate with the SFWMD and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.

Kimley-Horn shall conduct a Cultural Resource desktop analysis to identify and evaluate cultural resources within a project's Area of Potential Effect (APE). In preparing this assessment, Kimley Horn shall conduct the following objectives:

- Record Search: obtain available Cultural Resource Assessment Survey (CRAS) reports recorded in the Florida Master Site File available from the Florida Division of Historic Resources.
- Aerial Photography Review: obtain and examine readily available historical aerial photographs of the site and surrounding vicinity to assess the potential for unrecorded historic properties. Aerial photographs will be researched to the earliest data that is reasonably obtainable.
- Review of Historical Maps: obtain and examine readily available fire insurance maps and historical topographic maps.
- Other Historical Sources: obtain and examine other historical sources relevant to the completion of the desktop review and analysis.
- Recorded Cultural Resources Analysis – conduct a desktop review of existing Cultural Resources and spatial datasets available through a Geographic Information System (GIS) framework identify existing surveys and resources.
- Possible Unrecorded Cultural Resources Analysis – conduct a desktop review of historical sources and spatial environmental datasets to identify the potential for unrecorded cultural resources to be impacted by the proposed project.

Kimley Horn shall prepare a memorandum summarizing any potential known constraints, the existing land use, extent of wetlands within the project limits, potential habitat for protected species within the project limits, and recommend additional CRAS survey needed to support the federal and state permit applications to comply with Section 106 of the National Historic Preservation Act, Florida Statutes (F.S.) 267 and 373 and adhere to standards set forth in Florida Rule Chapter 1A-46. An estimated $3,540 of reimbursable expenses are included in this task.

TASK 10 – TOPOGRAPHIC SURVEY

Leading Edge will prepare a Topographic Survey for the property identified above. The Topographic Survey will include surface improvements, visible at the time of the survey with ground spot elevations shown to nearest 0.T at 50 feet interval and paved surfaces to nearest 0.01' at 50 feet interval. Contours will be shown at 1' interval and pipe invert elevations, pipe size and pipe material at manholes and catch basins will be identified where accessible. Underground utilities, if any shown, will be based on surface evidence only. No Subsurface Utility Exploration (S.U.E.) is included in the Cost of Services shown hereon. A preliminary copy of the Survey may be provided in PDF

format for review and comment. After survey related comments have been addressed, we will provide original signed and sealed survey drawings as specified by the Client.

TASK 11 -GEOTECHNICAL

See attached for Scope of work.

TASK 12 – STRUCTURAL ENGINEERING

Kimley-Horn will prepare structural design drawings and perform calculations for the observation tower and the boardwalk over wetlands. The design plans will be prepared to a 60% level as part of this scope. Documents developed in this scope of services will be prepared to a construction level as an additional service

Observation Tower Structural Calculations and Design
Kimley-Horn will analyze and design the required elements of the observation tower. The tower is anticipated to have an overall footprint of approximately 35 feet by 25 feet, with a roof height of approximately 30 feet (two (2) stories tall) and be constructed over the wetlands/water. The tower will be comprised of deep pile foundations, steel framing, and composite decking. The tower roof system will consist of prefabricated wood trusses and a standing seam metal roof. The following elements will be designed as part of this task:

Foundation Design:
- Determine the type of foundation required based on geotechnical analysis (soil conditions, load capacity, etc.)
- Specify the size and depth of foundation elements based on the geotechnical results and calculations by Kimley-Horn

Column and Support Structure Design:
- Calculate the size, section, and spacing of columns or support structures to support the loads associated with the observation tower, including applied dead, live, and wind loads.

Stringers and Girders:
- Design stringer and girder members to distribute loads from the interior to the exterior columns and associated foundations
- Specify the size, material, and grade of members based on design conditions (loading, span lengths, ember spacing, etc.)

Connections:
- Design connections between elements (e.g. beam to column) and provide basis for delegated design of connections, referencing AISC shear and moment connection tables
- Specify the general geometry, materials, and types of connectors

Bracing and Lateral Stability:
- Incorporate bracing systems for lateral stability, as required, for wind loads

Materials Selection:
- Specify the type and grade of materials for structural components, considering factors such as durability, strength, and maintenance requirements
- Specify required coating and treating options for materials, if required

Roof System:
- Prepare design loads and delegated designer requirements for roofing system, including prefabricated wood trusses and standing seam metal roof

- Determine required truss tie-down/straps for resistance against vertical and lateral wind loading on roof system

Load Calculations, Safety Factors, and Design Codes:

- Calculate and consider various loading requirements (dead, live, wind, flood, etc.) per current design codes (Florida Building Code, ASCE 7, etc.)
- Apply safety factors in accordance with local and state building codes, and industry standards to ensure the structural integrity and safety of the observation tower.
- Adhere to governing building codes and standards

Nails, Fasteners, and Hardware:

- Specify the type, size, and spacing of fasteners (e.g. nails, bolts, screws) or required delegated design requirements for connectors used in construction
- Ensure connectors meet load-carrying capacity requirements and corrosion resistance standards

Construction Specifications (Structural Notes):

- Provide detailed construction specifications (in the form of structural notes on the plans) that outline the requirements for materials, installation, and quality control during construction of the above referenced structural components

Observation Tower Structural Construction Documents

Kimley-Horn will prepare construction documents for the observation tower based on the design procedures described above. The plans will provide detailing for construction. Structural plans will be signed and sealed by a professional engineer licensed in the state of Florida for permitting and construction.

Boardwalk Calculations and Design

Kimley-Horn will analyze and design the required elements boardwalk over the wetlands. The boardwalk is anticipated to be approximately 310 feet in length and 10 feet in width. The boardwalk will be comprised of timber piles, timber joists and girders, composite decking, and a timber guardrail. The following elements will be designed as part of this task:

Foundation Design:

- Determine the type of foundation required based on geotechnical analysis (soil conditions, load capacity, etc.)
- Specify the size and depth of foundation elements based on the geotechnical results and calculations by Kimley-Horn

Pile Design:

- Calculate the size, section, material, and spacing of piles to support the associated loading from the boardwalk.

Girders, Joists, and Decking:

- Design stringer and girder members to distribute loads from the interior to the exterior columns and associated foundations
- Specify the size, material, and grade of members based on design conditions (loading, span lengths, ember spacing, etc.)
- Provide recommendation for a composite decking product, ensuring joist spacing is sufficient to accommodate decking span lengths

Connections:

- Design connections between elements, including attachment of railings to boardwalk
- Specify the general geometry, materials, and types of connectors

Railing Design:

- Design ADA compliant railings that meet specific height, spacing, and clearance requirements to ensure safety for users
- Select railing materials that provide both structural strength and ADA compliance

Load Calculations, Safety Factors, and Design Codes:

- Calculate and consider various loading requirements (dead, live, wind, flood, etc.) per current design codes (Florida Building Code, ASCE 7, etc.)
- Apply safety factors in accordance with local and state building codes, and industry standards to ensure the structural integrity and safety of the observation tower.
- Adhere to governing building codes and standards

Nails, Fasteners, and Hardware:

- Specify the type, size, and spacing of fasteners (e.g. nails, bolts, screws) used in construction
- Ensure connectors meet load-carrying capacity requirements and corrosion resistance standards

Construction Specifications (Structural Notes):

- Provide detailed construction specifications (in the form of structural notes on the plans) that outline the requirements for materials, installation, and quality control during construction of the above referenced structural components

Boardwalk Structural Contract Plans

Kimley-Horn will prepare construction plans for the boardwalk based on the design procedures described above. The plans will provide sufficient detailing for the construction for the observation tower. Structural plans will be signed and sealed by a professional engineer licensed in the state of Florida for permitting and construction.

ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Kimley-Horn can provide the following services, but they are not included in the limited scope of this Agreement:

- Site Lighting and Photometrics with electrical engineering
- 3-D renderings
- Off-site Roadway Improvement Plans
- Utility design
- LEED Services, Green/Sustainable Design Services.
- Specifications Package
- Third party ADA review plan revisions
- FEMA flood elevation survey

FEE AND BILLING

PHASE 2 TASK FEES – CONSTRUCTION DOCUMENTS / PERMITTING

TASK	DESCRIPTION	FEE
1	PROJECT MANAGEMENT, MEETINGS AND COORDINATION	$6,500
2	GRANT RESEARCH / MATRIX DEVELOPMENT	$5,000
3	CIVIL DESIGN DEVELOPMENT PLANS	$16,500
4	PRELIMINARY STORMWATER DESIGN	$7,500

5	TREE MITIGATION PLAN	$4,000
6	LANDSCAPE PLAN	$7,000
7	DESIGN INTENT IRRIGATION PLAN	$5,000
8	HARDSCAPE PLAN	$7,500
9	ENVIRONMENTAL	$21,000
10	TOPOGRAPHIC SURVEY WITH WETLANDS & GEOTECH BORINGS	$17,500
11	GEOTECHNICAL	$45,300
12	STRUCTURAL ENGINEERING	$60,000

All other terms and conditions of our original agreement shall remain in full force and effect. Please execute one copy of this Amendment and return to our office for further processing.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Scott Mingonet, PLA, AICP
Senior Vice President / Principal

Matthew Franko, PLA
Project Manager

Agreed to this ____ day of _____, 2025

CITY OF OCOEE
By:

_____ _____ _____
(Name) (Title) (Date)

_____
(Print or Type Name)

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by KHA and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request KHA and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Conceptual Site Plan provided on May 6, 2025 and follow up discussions regarding scope.
Project Description	The project involves the development of a recreational area along the shoreline of Lake Apopka in Ocoee, Florida. The project will include: • A 2-story overlook pier • Wooden boardwalk • Main pavilion and small pavilion Three stormwater ponds and paved driveway are also planned.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located on Stonegate Drive along the shore of Lake Apopka in Ocoee, Florida Latitude/Longitude (approximate): 28.605292° N; 81.563596° W (See Exhibit D)
Current Ground Cover	Undeveloped with heavy tree cover over much of the site. The area between the main park area and the overlook pier is low-lying and potentially marshy.
Existing Topography	Based on the USGS Quad map, ground surface elevations at the site range from about +70 feet (in the low lying area adjacent to Lake Apopka) to about +85 feet (near Stonegate Drive, south end of the site).
Site Access	Due to soft ground cover and potential standing water, an amphibious drill rig is anticipated to access the overlook pier location and perform borings along the boardwalk area. We

Item	Description
	expect all other exploration locations, are accessible with our track-mounted drilling equipment and support vehicles. Up to 2 days of clearing is anticipated drill rig access.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of sand with varying amounts of silt and clay and relatively high groundwater conditions. Surficial organic soils may also be present, particularly in low lying areas.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by KHA, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 3 to 4 days of on-site activities:

Number of Borings	Planned Boring Depth (feet)	Planned Location [1]
1 amphibious	40	Observation Tower
1 amphibious 1 track	15	Boardwalk
2 track	15	Pavilions
2 track	10	Paved driveway area
6 track (auger borings)	15	Stormwater management areas

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.
2. Limited probing will be performed along the boardwalk alignment

Boring Layout: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized.

Subsurface Exploration Procedures: We will advance borings with amphibious and track-mounted drill rigs using rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Auger borings will be performed in the proposed stormwater pond area to obtain sufficient sample for laboratory permeability testing and better measurement of groundwater levels.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to existing vegetation.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. The 40-foot-deep boring will be grout-sealed. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Sunshine State One Call of Florida (SSOCOF). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

We assume that our field exploration can be performed without the need for permits through SJRWMD, USACOE, or other governing entities. Our scope of services does not include permitting efforts.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Organic Content
- Constant head permeability (includes 3 tests)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification

- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Estimated seasonal groundwater fluctuations
- Preliminary recommended foundation options and engineering design parameters for shallow foundations including recommended bearing capacity, minimum footing dimensions, and minimum embedment.
- Estimated settlement of shallow foundations
- Axial (tension and compression) capacities and lateral pile parameters for pile design for the boardwalk and observation tower.
- Preliminary recommendations for design and construction of floor slabs
- Earthwork recommendations including site/subgrade preparation
- Recommended pavement options and design parameters
- Geotechnical engineering stormwater management design parameters (seasonal high groundwater, permeability, porosity, and depth to confining layer)

In addition to an emailed report, your project will also be delivered using our online client portal known as **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit D – Site Location

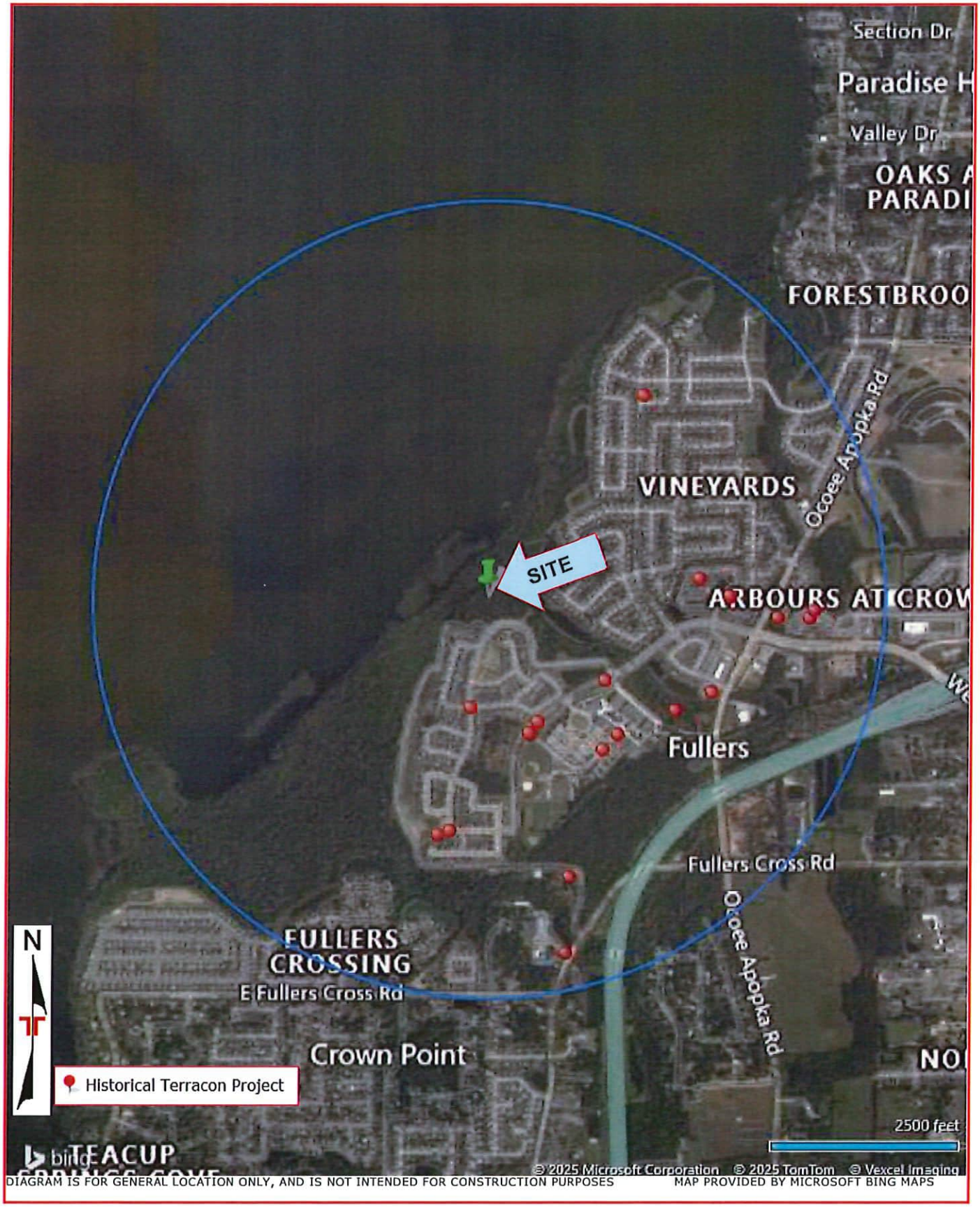


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES
MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

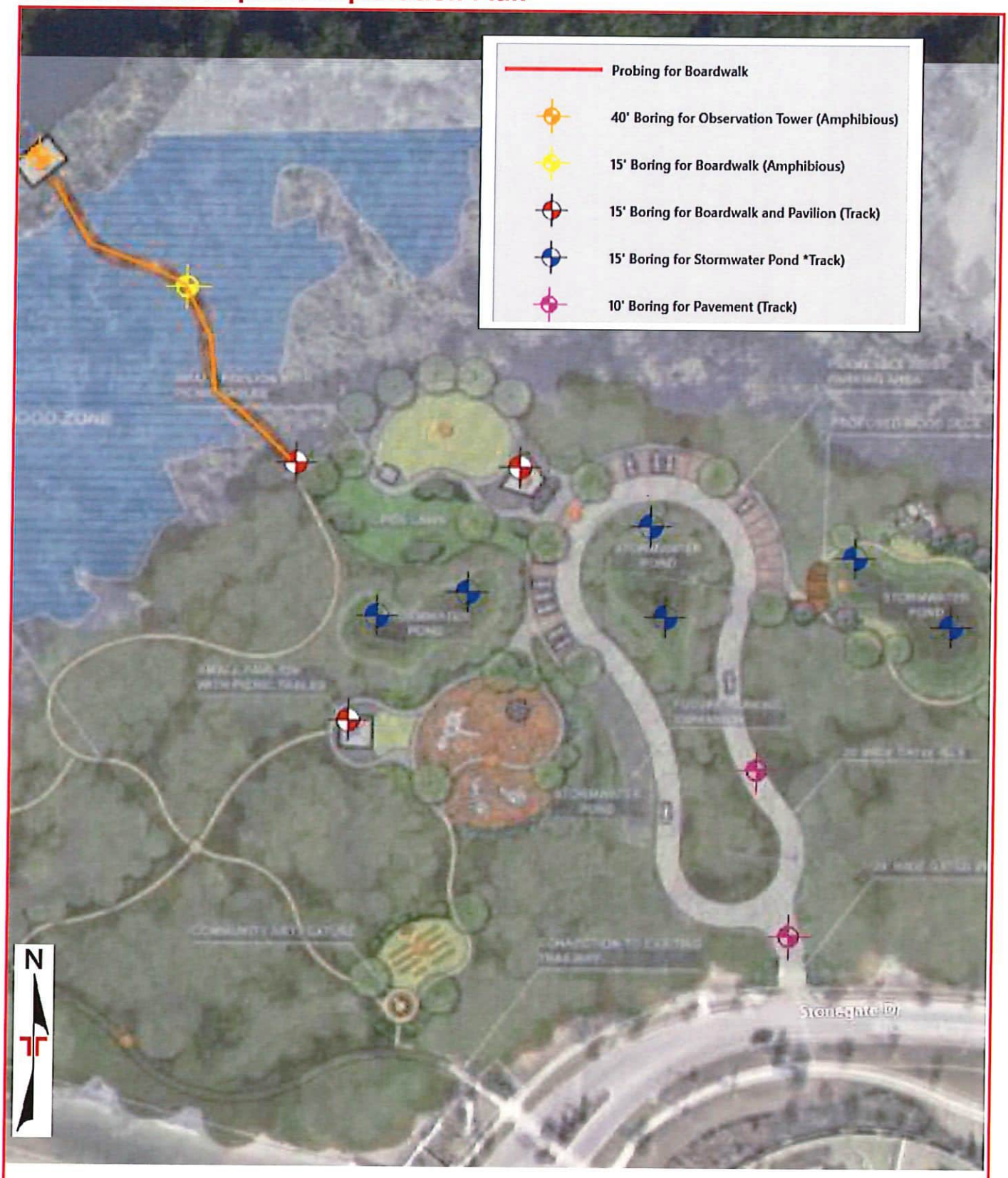


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Opinion of Probable Cost	
Item	**Cost**
Access & Circulation	**$2,232,000**
Entry Sign:	*$100,000*
Parking:	
Asphalt vehicular circulation (+/-20,000 SF)	*$500,000*
28 permeable paver parking spaces (+/-6,000 SF)	*$120,000*
Trails:	
Crushed shell trail (+/-2,000 LF), 5 ft width, natural surface, leveled with 3" shell w/ binder	*$30,000*
Concrete path and pads (one for art feature) (+/-20,000 SF), 5 ft width, natural surface, 4" thick standard pedestrian concrete	*$300,000*
Boardwalk and Deck (+/- 3,900 SF) cable railing, composite decking	*$702,000*
Stormwater: *(+/-24,000 SF) retention ponds with native plantings*	*$480,000*
Facilities	**$1,423,200**
Observation Deck and Tower: *(+/-825 SF) deck (elevated 20+/- ft), cable railing, composite decking*	*$465,000*
Playground surfacing*: (+/-9,700 SF), engineering wood fiber mulch (not bound)*	*$58,200*
Landscaping: *Native plantings, zoysia sod, irrigated to establishment*	*$150,000*
Picnic Shelters: *(3)"stock" shelters with concrete pads, two picnic tables & trash receptacle each*	*$150,000*
Furnishings: *Playgrounds with outdoorclassroom seating, trash receptacles (7), bike racks (8), map kiosks (2)*	*$500,000*
Regulatory/Safety/Educational Signage: *Along river, at entry and main park facility; Emergency contact signage along trails*	*$100,000*
Construction Subtotal	**$3,655,200**
Soft Costs (A&E design, permitting, de/mobilization) - 15%	$549,000
Contingency (Conceptual Level) - 20%	$732,000
Phase 1 Total:	**$4,937,000**

Note: All estimates included are opinions of probable cost based on fair market value and is not a prediction of anticipated bids. The estimates are a Rough Order of Magnitude Estimate (ROM) made for budget purposes ONLY. The following items are excluded: price escalation, mitigation, invasive/exotic removal, environmental restoration, or any items not specifically identified. This estimate shall be reviewed, revised, and accordingly adjusted throughout future phases of planning and design.

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 4

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of Resolution Designating Administrative Official Authorized to Approve Plats and Replats. (Deputy Development Services Director Whitfield)

Background Summary:

Senate Bill (SB) 784, which was signed by the Governor on June 20, 2025, and incorporated into Chapter 2025-164 Laws of Florida on June 23, 2025, went into effect on July 1, 2025. SB 784 amended Section 177.071, Florida Statutes, to stipulate that a plat or replat must be administratively approved and that no further action by the governing body of a local government is required if the plat or replat complies with the requirements of Section 177.091, Florida Statutes. SB 784 also amended Section 177.071, Florida Statutes, to require local governments to designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittals, including the designation of an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

Although SB 784 also contains provisions for a sufficiency review process and timeline as well as other provisions, this Resolution is intended to comply with the provisions of Section 177.071(1)(a) and (b), Florida Statutes, in that it designates the Development Services Department as the administrative authority for receiving, reviewing, and processing plats and replats and the City Manager as the administrative official authorized to approve, approve with conditions, or deny plat and replat submittals in accordance with Sections 177.071 and 177.091, Florida Statutes.

Issue:

Should the Honorable Mayor and City Commissioners approve a Resolution designating an Administrative Official authorized to approve plats and replats which are in compliance with the provisions of Section 177.071 and 177.091, Florida Statutes, in accordance with House Bill 784?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Resolution designating an Administrative Official authorized to approve plats and replats which are in compliance with the provisions of Section 177.071 and 177.091, Florida Statutes, in accordance with House Bill 784.

Attachments:

1. Resolution

Financial Impacts:
N/A

Type of Item: Consent

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE OFFICIAL AUTHORIZED TO APPROVE PLATS AND REPLATS PURSUANT TO SECTION 177.071, FLORIDA STATUTES, AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 177.071, Florida Statutes, as amended, requires that plats and replats be administratively approved by a designated authority of the local government, and no further action or approval by the governing body is required if the plat or replat complies with the statutory requirements; and

WHEREAS, the amended statute requires that each local government designate, by ordinance or resolution, an administrative authority and official responsible for reviewing, processing, and administratively approving plats and replats; and

WHEREAS, the City Commission of the City of Ocoee desires to comply with the requirements of Section 177.071, Florida Statutes, and facilitate the efficient review and approval of plats or replats.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Designation of Administrative Authority and Official. Pursuant to Section 177.071, Florida Statutes, the City Commission hereby designates the Development Services Department as the administrative authority for receiving, reviewing, and processing plat and replat submittals. The City Commission further designates the City Manager as the

administrative official authorized to approve, approve with conditions, or deny plat and replat submittals in accordance with Section 177.071, Florida Statutes, and based on compliance with the requirements of Section 177.091, Florida Statutes.

SECTION 3. Delegation of Duties. The City Manager is authorized to delegate review and processing duties to appropriate staff within the Development Services Department or other relevant Departments, consistent with the provisions of Section 177.071, Florida Statutes.

SECTION 4. Conflicts. In the event of a conflict or conflicts between this Resolution and any other Resolution or Ordinance or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 6. Effective Date. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Ocoee held in City Hall, Ocoee on this _____day of _____ 2025.

[space intentionally left blank]

APPROVED:

ATTEST: **CITY OF OCOEE, FLORIDA**

_____ _____

Melanie Sibbitt, City Clerk Rusty Johnson, Mayor

(SEAL)

APPROVED BY THE OCOEE CITY COMMISSION ON _____,

2025

UNDER AGENDA ITEM NO._____

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

FISHBACK DOMINICK

By: _____
Richard S. Geller
City Attorney

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 5

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement with Blue Castle Development, LLC for the Wawa - SR 50 & Clarke. (Development Engineer Keaton)

Background Summary:

The Wawa - SR 50 & Clarke property is in Commission District 2, located on S. Clarke Rd., about 300 feet northwest of the intersection of SR 50 and Clarke Road, adjacent to Kane's Furniture Store. 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 or occurring during the next two (2) years. Should the developer choose not to make those repairs, Blue Castle Development, LLC, has provided the City with a Warranty Surety in the amount of 10% of the constructed improvements costs. 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 provided by Blue Castle Development, LLC for the Wawa - SR 50 & Clarke 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 and the execution of the Maintenance, Materials, and Workmanship Agreement with Blue Castle Development, LLC for the Wawa - SR 50 & Clarke.

Attachments:

1. MMW - 2 Year Agreement

Financial Impacts:
None

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP ESCROW AGREEMENT

This Agreement is entered into this ___ day of ____, 2025, by Blue Castle Development, LLC, hereinafter referred to as "Developer" and the **City of Ocoee, a Florida municipal corporation,** hereinafter referred to as the "City".

WHEREAS, Developer is the owner of certain real property located in Orange County, Florida more fully described in the attached **Exhibit "A"** which exhibit is incorporated herein by this reference (the "Property"); and

WHEREAS, Developer has developed and constructed on the property, a subdivision known as Wawa – SR 50 & Clarke (the "Subdivision") and in connection therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage works, and/or other improvements (the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the subdivision site plan approval granted the 26 day of April, 2024, by the City Staff; and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City's Land Development Code, Developer is required to warrant the maintenance, materials, and workmanship of the Improvements constructed by Developer within the Subdivision; and

WHEREAS, Section 4-4, Subdivision Review Process, of the City's Land Development Code provide that Developer may guaranty such maintenance, materials, and workmanship by placing a cash escrow with the City; and

WHEREAS, Developer wishes to establish an escrow fund in order to guaranty the maintenance, materials, and workmanship of the Improvements within the Subdivision as required by Section 4-4, Subdivision Review Process, of the Land Development Code.

NOW THEREFORE, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF ESCROW FUND.

Developer does hereby establish an escrow fund with the City in the amount of $1,954.60 to guaranty the maintenance, materials, workmanship, and structural integrity of the Improvements. This escrow fund shall be placed by the City in an account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement.

SECTION 2. TERMS AND CONDITIONS FOR RETURN OF ESCROW FUND.

In the event Developer shall maintain the Improvements in a first class condition for a period of two (2) years from the date of issuance of the Certificate of Completion for the Improvements, and if Developer shall replace all paving or other structures which within said two (2) year period shall be found by the City not to comply with said subdivision approval, and that if the Developer shall replace any other Improvements the materials, workmanship, or structural integrity of which shall be found by the City 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 the monies escrowed hereunder less an administrative fee of two (2) percent which shall be retained by the City and less all bank charges with respect to the maintenance of the escrow fund shall be returned to the Developer.

SECTION 3. CITY'S RIGHT TO DRAW ON ESCROW FUND.

The funds escrowed hereunder shall be used by the City only to repair or replace the Improvements deemed by the City to not comply with the subdivision approval except as mutually agreed to by the parties. If at any time during the two (2) year period following the issuance of the Certificate of Completion for the Improvements the City notifies Developer in writing of any deficiency or fault in the materials, workmanship, or structural integrity of the Improvements, and Developer fails to correct such deficiency or fault to the satisfaction of the City within thirty (30) days of such written notice, then the City may make such corrections, the cost of which shall be paid for out of the escrow fund for this purpose without further notice to Developer.

Notwithstanding anything contained in Section 2 above, in the event the City has notified Developer of a deficiency or fault as provided above, the term of this Agreement shall continue until such deficiency or fault is corrected.

SECTION 4. CONTINUED APPLICABILITY OF SUBDIVISION REGULATIONS.

This Agreement shall not be construed to relieve or release Developer from any of its obligations under the City Subdivision Regulations with respect to the Improvements.

SIGNATURES TO FOLLOW

DEVELOPER:

By: Neil Coskun
Print Name: Neil Coskun
Title: Manager / Blue Castle Development, LLC

CITY:

CITY OF OCOEE, FLORIDA, a Florida municipal corporation

By:_____
Rusty Johnson, Mayor

ATTEST:

By:_____
Melanie Sibbitt, City Clerk

(SEAL)

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

FISHBACK DOMINICK

By:_____
City Attorney

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

EXHIBIT "A"

(Legal Description of Real Property Constituting the Subdivision)

THAT PART OF LOT 8, ORLANDO GROVES ASSOCIATION, LAKE LOTTA GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK E, PAGE 52, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°47'52" EAST 1323.74 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 TO THE WEST LINE OF SAID LOT 8; THENCE RUN NORTH 00°11'23" WEST ALONG SAID *EAST* LINE, 67.83 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50 (PER F.D.O.T, R/W MAP JOB NO. 7505-105) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°11'23" WEST, CONTINUING ALONG SAID WEST LINE, 581.04 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE RUN NORTH 89°45'58" EAST ALONG SAID NORTH LINE, 248.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF CLARK ROAD (A 120' RIGHT-OF-WAY); THENCE RUN SOUTH 00°13'44" EAST ALONG WEST LINE, 581.18 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50; THENCE RUN SOUTH 89°48'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 249.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS CONVEYED TO FLORIDA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8893, PAGE 1443, DESCRIBED AS FOLLOWS:

COMMENCE AT A BROKEN 6-INCH BY 6-INCH CONCRETE MONUMENT WITH A 1/2 INCH IRON PIPE WITH NO IDENTIFICATION AS SHOWN ON FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORD DOCUMENT NO. 065160 MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21,TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°22'46" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 21 A DISTANCE OF 2652.34 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 21, RUN SOUTH 00°11'55" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 28 A DISTANCE OF 7.12 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 50 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 75050, FINANCIAL PROJECT NO. 239535 3; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, RUN NORTH 89°48'28" EAST ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 1572.83 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST RIGHT-OF-WAY LINE OF CLARKE ROAD; THENCE DEPARTING SAID CENTERLINE OF SURVEY, RUN NORTH 00°13'42" WEST ALONG SAID SOUTHERLY PROJECTION A DISTANCE OF 75.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF AFORESAID STATE ROAD 50 AS SHOWN ON THE AFORESAID RIGHT-OF-WAY MAP FOR A POINT OF BEGINNING; THENCE RUN SOUTH 89°48'28" WEST ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50 A DISTANCE OF 30.00 FEET; THENCE DEPARTING EXISTING NORTH RIGHT-OF-WAY LINE OF STATE
ROAD 50, RUN NORTH 44°48'28" EAST A DISTANCE OF 42.40 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID CLARKE ROAD; THENCE RUN SOUTH 00°13'42" EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF CLARKE ROAD A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE SOUTHERLY ONE-HALF OF ROADWAY DESCRIBED IN THAT CERTAIN RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING CERTAIN UNNAMED ROADWAY RECORDED DECEMBER 18, 2009 IN OFFICIAL RECORDS BOOK 9978, PAGE 118, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

*APPARENT SCRIVENER'S ERROR – "EAST" SHOULD BE "WEST"

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 6

Contact Name: Vanna Lawitzke
Contact Number: Ext. 1518

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Approval of Proposed Tentative Millage Rate for Fiscal Year 2025–2026 Budget. (Acting Finance Director Lawitzke)

Background Summary:
From 2018 to 2024, the taxable value of all properties in the city increased by an average of 12% annually. However, the effects of a recessionary economy resulted in two consecutive years of substantially slower growth. For fiscal year 2026, it rose by only 8%, falling short of keeping pace with inflationary pressures on the City's operating budget.

The TRIM Act requires local governing bodies to establish a proposed tentative millage rate each July. This rate is then submitted to the property appraiser, who uses it to inform taxpayers of their estimated property tax levies for the upcoming year. The millage rate may be reduced during the September budget hearings, a practice the City has traditionally followed.

Issue: The City must consider setting a tentative millage rate to ensure financial stability amid rising costs and economic uncertainty. State statutes define the levels of approval required for adopting a millage rate and permit the governing body to approve a maximum rate of 7.1100 mills with a majority vote. This represents an increase from the current rate of 4.9500 mills.

For Fiscal Year 2025/2026, the rolled-back millage rate is 4.6898 mills. This rate is lower than the current millage and would not generate enough revenue to sustain existing service levels. The City's total assessed property value has increased to $5,433,608,250. To support the general fund, staff are proposing a tentative millage rate of 5.500 mills, which is projected to generate approximately $28,390,603 in ad valorem revenue.

This increase is necessitated by the impacts of the 2024 Amendment 4 referendum, which significantly altered the property tax landscape, along with shrinking revenues and escalating costs associated with delivering core municipal services. Failure to adopt this rate or pass the proposed increase to the fire protection assessment would directly jeopardize the City's ability to sustain critical operations.

The Commission may set the proposed millage rate for fiscal year 2025/2026 at up to 7.1100 with a super majority vote. At this rate, the City would generate approximately $36,701,307 in ad valorem revenue. Any millage rate above 7.1100 would require a unanimous vote of the Commission.

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners set the proposed tentative millage rate at 5.5000 mills. Establishing this rate provides the Commission with flexibility to make adjustments during the review and discussion of the proposed budget. In September, the Commission may adopt a final millage rate at or below this tentative rate.

Attachments:
None

Financial Impacts:
This rate will be used to calculate the ad valorem revenue to be included in the Fiscal Year 2025/2026 budget.

Type of Item: Consent

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 7

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. (Police Chief Ogburn)

Background Summary:
This year, $10,000.00 has been made available to the City of Ocoee Police Department through the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Byrne Memorial Justice Assistance Grant (JAG) Formula Program Committee wishes to submit the attached 51% Letter to the Office of Criminal Justice Grants in Tallahassee. This letter lists the various programs for which the participating law enforcement agencies in Orange County plan to spend the $289,690.00 allocated to Orange County agencies. It confirms the City's approval of the allocations. The Mayor must sign the letter and application. If approved, the City of Ocoee will receive $10,000.00 to purchase equipment for Law Enforcement Training and Equipment.

Issue:
Should the Honorable Mayor and City Commissioners authorize the Mayor to sign the 51% Letter and grant application allowing the Police Department to apply for the $10,000.00 that has been made available to the Ocoee Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to purchase equipment for Law Enforcement Equipment and Technology?

Recommendations:
It is recommended that the Honorable Mayor and City Commissioners authorize the Mayor to sign the 51% Letter and grant application allowing the Police Department to apply for $10,000.00 that has been made available to the Ocoee Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG) and accept funding to purchase equipment for Law Enforcement Equipment and Technology.

Attachments:
1. 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

Financial Impacts:
$10,000.00 has been made available to the Ocoee Police Department through the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG). No matching funds are required by the City.

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

June 25, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Cody Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Ocoee, Florida, Mayor and Board of Commissioners approve the distribution of $289,690.00 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects within Orange County:

Subgranting/Implementing Agency	Project Purpose	Amount
City of Apopka/Apopka Police Department	Operational Equipment and Technology Enhancements	$11,848.00
City of Belle Isle/Belle Isle Police Department	Training and Officer Safety Equipment	$10,000.00
Town of Eatonville/Eatonville Police Department	Technology and Equipment Upgrade	$10,000.00
City of Edgewood/Edgewood Police Department	Patrol Vehicle	$10,000.00
City of Maitland/Maitland Police Department	Computer Equipment	$10,000.00
Town of Oakland/Oakland Police Department	Training and Officer Safety Equipment	$10,000.00
City of Ocoee/Ocoee Police Department	Law Enforcement Equipment and Technology	$10,000.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Youth Services Safety Equipment	$32,587.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Criminal Investigations Equipment	$28,000.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Hazardous Device Response Equipment	$50,700.00
Orange County Board of Commissioners/Orange County Sheriff's Office	Crash Investigation Training	$26,500.00
City of Orlando/Orlando Police Department	Operational Enhancements II	$50,055.00
Town of Windermere/Windermere Police Department	Immersive Tactical Training for Officers	$10,000.00
City of Winter Garden/Winter Garden Police Department	Firearm Enhancement Project	$10,000.00
City of Winter Park/Winter Park Police Department	Range & Tactical Training Enhancement	$10,000.00
	Total	$289,690.00

Sincerely,

Rusty Johnson
Mayor

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 8

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

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Approval of the One (1) Year Optional Contract Renewal with Cepra Landscape, LLC for RFP 20-005 Landscaping, Landscape Maintenance, and Mowing Services. (Procurement Manager Tolbert)

Background Summary: On September 1, 2020, the City awarded RFP #20-005 Landscape, Landscape Maintenance, and Mowing Services and entered into a continuing term contract with Cepra Landscape, LLC for these services. The initial term of the contract expires August 31, 2025, and the contract allows the City the option of extending the term of the contract for one (1) additional year. Upon approval, the contract will then expire on August 31, 2026.

The contract covers Landscape, Landscape Maintenance, and Mowing Services for the following areas:

- S.R. 50 – medians from Good Holmes to HWY 429
- Maguire Road – medians
- Fire Station 39
- Fire Station 26
- Fire Station 25
- Fire Station 38
- Lakeshore Park
- Unity Park
- Wellness Park
- Cemetery
- Bluford Ave.
- McKey St.
- Police Station
- Old Winter Garden Rd. – medians
- Blackwood Ave.
- Clarke Rd.
- Utilities Office
- Silver Star Rd.
- Montgomery Ave.
- Cemetery
- Old City Hall
- Property on the north side of the Women's Club
- Florida Friendly Garden

Issue:
Should the Honorable Mayor and City Commissioners approve the one (1)-year optional contract renewal which will extend the term of Cepra Landscape, LLC's contract for RFP #20-005 until August 31, 2026?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners:
1.) Approve the one (1)-year optional contract renewal with Cepra Landscape, LLC for RFP #20-005 for Landscape, Landscape Maintenance, and Mowing Services;
2.) Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with Cepra Landscape, LLC; and
3.) Authorize the City manager to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for all change orders.

Attachments:
1. RFP 20-005 Contract - Cepra Landscape, LLC - September 2020

Financial Impacts:
Landscaping, Landscape Maintenance, and Mowing Services are adequately budgeted annually under contractual services for each respective department.

Type of Item: Consent

EXHIBIT "E"

AGREEMENT FOR

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

THIS AGREEMENT FOR LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES (this "Agreement") is made this 1st day of September, 2020, 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 CEPRA LANDSCAPE, LLC, a Florida corporation, whose mailing address is PO Box 865, Oakland, Florida 34760 (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 #20-005 (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 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 September 1, 2020 (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 an Addendum, 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, 150 North Lakeshore Drive, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: City Agreement #RFP 20-005 Landscaping, Landscape Maintenance, and Mowing Services.**

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, defend 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: The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely mow 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 and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum 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. The 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. The 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 the City have caused this Agreement for Landscaping, Landscape Maintenance, and Mowing Services to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: CEPRA LANDSCAPE, LLC

BY: _____

PRINT NAME: Brandon Ray

TITLE: Vice-President

WITNESSES:

NAME: _____ NAME: _____

TITLE: DIRECTOR BUSINESS DEV. TITLE: OFFICE Admin

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

APPROVED BY CITY OF OCOEE COMMISSION AT A MEETING HELD on September 1, 2020, under Agenda Item 6.

this 4th day of SEPT., 2020

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____

Scott A. Cookson, City Attorney

END OF SECTION

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 9

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

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Approval of Award for RFP #25-007 Emergency-Disaster Debris Monitoring Services - Term Contract. (Procurement Manager Tolbert)

Background Summary:
The City's current continuing contracts for Emergency-Disaster Debris Monitoring services will expire on December 2, 2025. However, execution of contracts for this RFP #25-007 will supersede and cause early termination of the current contracts. In compliance with State and Federal Regulations and Chapter 21 of the City's Code of Ordinances, the City solicited proposals for pre-event emergency-disaster debris monitoring services from qualified firms to perform the required services. The Contractor(s) will be required to enter into a contract with the City along the terms and conditions included in the RFP, including the RFP Exhibits and Federal Requirements, for the initial period of three (3) years with two (2) separate automatic one (1) year renewal terms; the contract may be optionally renewed for an additional one-year period at the option of the City after the completion of the automatic renewal terms.

This pre-event contract is subject to the provisions of 2 C.F.R. Part 200 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The RFP describes and defines the services required for the execution of paper and electronic debris removal monitoring, including grant (reimbursement) management, for the City following a natural disaster. Activities include, but are not limited to, monitoring the following - field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. The debris monitoring Contractor shall provide all management, supervision, labor, transportation, and equipment necessary for the monitoring of all aspects of disaster debris collection, processing and disposal operations on behalf of the City, ensuring compliance with the FEMA Public Assistance Debris Monitoring Guide and other Federal requirements (including, but not limited to FHWA & OSHA) and the City's applicant debris management plans as related to contractor operation, oversight, truck measurements/certification, accurate load tracking (ticket or electronic) preparation and issuing, monitoring (including GPS and photograph documentation), report preparation, project administration, and grant (reimbursement) management.

The RFP was advertised on April 27, 2025, and was publicly opened on June 3, 2025. A total of three (3) proposals were received; however, after review, one (1) Respondent was deemed non-responsive for failure to submit the required bid security and for failure to provide the required surety letter of intent as specified in the RFP Documents. Attached are the two (2) responsive proposals; copies of all proposals are available in the Finance Department for your review.

The two (2) responsive proposals were evaluated by the RFP Evaluation Committee appointed by the City Manager, which consisted of five (5) members: Stephen Krug, Public Works Director; Hseth Burch, Staff Engineer; Felicia Sanders, Accountant II; Kiel Gajadhar, Assistant Public Works Director; and Milen Womack,

City Engineer. The public RFP Evaluation Committee meeting was held on July 8, 2025, at 10:00 a.m. with the Evaluation Committee evaluating and shortlisting the firms on specific evaluation criteria. Please see the attached shortlist/evaluation form. The evaluation committee short-listed the following firms in ranked order, and recommends contracting with the top-ranked firm, Thompson Consulting Services, LLC; and with the second-ranked firm, DebrisTech, LLC, as an alternate/secondary term contract, per the attached award recommendation from Stephen Krug, Public Works Director.

The table below is the Evaluation Committee's rankings:

Rank Respondant
1. Thompson Consulting Services, LLC

2. DebrisTech, LLC

Issue:
Should the Honorable Mayor and City Commissioners award the term contract for Emergency-Disaster Debris Monitoring services to the top-ranked firm, Thompson Consulting Services, LLC, and to the second-ranked firm, DebrisTech, LLC as an alternate/secondary term contract, as recommended by the Evaluation Committee?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners:
1.) Award the term contract for RFP #25-007 Emergency-Disaster Debris Monitoring Services to **Thompson Consulting Services, LLC**, and to **DebrisTech, LLC** as an alternate/secondary term contract;
2.) Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with these two (2) firms once the required insurance is received;
2.) Authorize the City Manager to approve change orders to these contracts up to the limit of his purchasing authority for each change order, and up to the budgeted amount should these contracts be activated.

Attachments:
1. Award Recommendation
2. Shortlist and Evaluation Forms
3. RFP Checklist/Tabulation
4. Thompson Consulting Proposal
5. DebrisTech Proposal
6. RFP #25-007

Financial Impacts:
This is a pre-event contract that would only be activated upon a disaster or emergency.

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

Ocoee Public Works Team
Improving a great community

Date: July 8, 2025

To: Shannon Hopper, CPPB
Purchasing Technician II

From: Stephen C. Krüg, P.E., Public Works Director

RE: Contract Award Recommendation.
RFQ #25-007
Emergency Disaster Debris Monitoring Services Term contract

Public Works recommends award of the Emergency Disaster Debris Monitoring Services Term contract, RFQ #25-007, to Thompson Consulting with DebrisTech as an alternate. The City received proposals from two (2) qualified firms. Following individual reviews of the proposals, the selection committee unanimously ranked Thompson Consulting as the top firm with DebriTech second. The proposals were ranked primarily on rapid response capabilities, approach, experience and unit price proposals.

RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT
EVALUATION FORM/SHORTLIST FOR RECOMMENDATION OF AWARD

Respondent		DebriTech, LLC	Thompson Consulting Services, LLC
Evaluator 1		2	1
Evaluator 2		2	1
Evaluator 3		2	1
Evaluator 4		2	1
Evaluator 5		2	1
TOTAL		10	5
RANKING		2	1

Note: Lowest Total is Top Ranking

The Evaluation Committee recommends award to the top-ranked firm Thompson Consulting Services, and to the second-ranked firm DebrisTech as an alternate/secondary.

Evaluator #1

RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DebrisTech, LLC	Thompson Consulting Services, LLC
Ability to Rapidly Mobilize & Respond **(0-30 Points)**	24	25
Company's Experience & References **(0-20 Points)**	15	19
Operational Plan **(0-20 Points)**	15	19
Price Proposal **(0-20 Points)**	15	20
Certified small, minority, veteran-owned business, women's business enterprises, or labor surplus area firm **(0-10 Points)**	0	0
TOTAL POINTS (0-100 Points)	15 69	20 83
Member Ranking (1-2)	2	1

Evaluator's Printed Name: STEPHEN C KRUG

Evaluator's Signature: _____

Evaluator #2

RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DebrisTech, LLC	Thompson Consulting Services, LLC
Ability to Rapidly Mobilize & Respond **(0-30 Points)**	30	30
Company's Experience & References **(0-20 Points)**	18	20
Operational Plan **(0-20 Points)**	20	20
Price Proposal **(0-20 Points)**	15	20
Certified small, minority, veteran-owned business, women's business enterprises, or labor surplus area firm **(0-10 Points)**	0	0
TOTAL POINTS (0-100 Points)	~~83~~ 83 ~~15~~	~~90~~ 90 ~~20~~
	2	1

Evaluator #3

RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DebrisTech, LLC	Thompson Consulting Services, LLC
Ability to Rapidly Mobilize & Respond **(0-30 Points)**	25	30
Company's Experience & References **(0-20 Points)**	15	20
Operational Plan **(0-20 Points)**	20	20
Price Proposal **(0-20 Points)**	15	20
Certified small, minority, veteran-owned business, women's business enterprises, or labor surplus area firm **(0-10 Points)**	0	0
TOTAL POINTS (0-100 Points)	~~75~~ ~~65~~ 15	20 90
Member Ranking (1-2)	2	1

Evaluator's Printed Name: Felicia Sanders

Evaluator's Signature: Felicia Sanders

Evaluator #4

RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DebrisTech, LLC	Thompson Consulting Services, LLC
Ability to Rapidly Mobilize & Respond **(0-30 Points)**	30	29
Company's Experience & References **(0-20 Points)**	19	20
Operational Plan **(0-20 Points)**	19	20
Price Proposal **(0-20 Points)**	15	20
Certified small, minority, veteran-owned business, women's business enterprises, or labor surplus area firm **(0-10 Points)**	0	0
TOTAL POINTS (0-100 Points)	83 ~~15~~	89 ~~20~~
Member Ranking (1-2)	2	1

Evaluator's Printed Name: Milen Womack

Evaluator's Signature: M. R. W

Evaluator #5

RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DebrisTech, LLC	Thompson Consulting Services, LLC
Ability to Rapidly Mobilize & Respond **(0-30 Points)**	15	25
Company's Experience & References **(0-20 Points)**	10	15
Operational Plan **(0-20 Points)**	10	15
Price Proposal **(0-20 Points)**	15	20
Certified small, minority, veteran-owned business, women's business enterprises, or labor surplus area firm **(0-10 Points)**	0	0
TOTAL POINTS (0-100 Points)	**50**	**75**
Member Ranking (1-2)	**2**	**1**

Evaluator's Printed Name: Kiel Brindhar

RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT
6/03/2025 2:00 P.M.
CHECKLIST/TABULATION

RESPONDENT	DebrisTech, LLC	Thompson Consulting Services, LLC	~~Wheeler Emergency Management Consulting~~
Acknowlegement of Addenda - None issued	N/A	N/A	Non-Responsive for failure to submit the required bid security. Non-Responsive for failure to submit the required surety letter of intent as specified in the RFP Documents as a mandatory minimum qualification.
Bid Security $1,000	Bid Bond	Bid Bond	
Operational Plan	✓	✓	
Sam.gov Exclusions - Debarment / Suspension	None	None	
Company Verification	✓	✓	
Surety Company Letter of Intent	✓	✓	
MBE Certification	N/A	N/A	
Summary of Litigation	✓	✓	
Subcontractor Listing	✓	✓	
Equipment Listing	✓	✓	
References/Experience	✓	✓	
Exceptions to Scope and/or Contract Documents	None	None	
Company Information/Signature Sheet	✓	✓	
Drug-Free Workplace Form	✓	✓	
Conflict of Interest Disclosure Form	✓	✓	
Non-Collusion Affidavit	✓	✓	
Non-Segregated Facilities Form	✓	✓	
Scrutinized Companies' Lists Form	✓	✓	
Human Trafficking Affidavit	✓	✓	
Not an Entity of Foreign Country of Concern	✓	✓	
E-Verify Affidavit	✓	✓	
SAM.gov Registration Information	✓	✓	
Byrd Anti-Lobbying Affidavit	✓	✓	

DESCRIPTION	EST'D QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Project Manager	40	$85.00	$3,400.00	$65.00	$2,600.00	~~$200.00~~	~~$8,000.00~~
Operations Manager	80	$75.00	$6,000.00	$50.00	$4,000.00	~~$190.00~~	~~$15,200.00~~
Data Manager	80	$55.00	$4,400.00	$59.00	$4,720.00	~~$155.00~~	~~$12,400.00~~
Field Supervisor	160	$65.00	$10,400.00	$49.00	$7,840.00	~~$125.00~~	~~$20,000.00~~
Environmental Specialist	40	$95.00	$3,800.00	$50.00	$2,000.00	~~$145.00~~	~~$5,800.00~~
Field Monitor (loading)	2,000	$45.00	$90,000.00	$31.50	$63,000.00	~~$52.00~~	~~$104,000.00~~
Tower Monitor	1,000	$45.00	$45,000.00	$31.50	$31,500.00	~~$52.00~~	~~$52,000.00~~
Data Entry Clerk (QA/QC)	500	$0.00	$0.00	$18.50	$9,250.00	~~$52.00~~	~~$26,000.00~~
Billing Invoice Analyst	160	$55.00	$8,800.00	$18.50	$2,960.00	~~$55.00~~	~~$8,800.00~~
Scheduler/Expediter	80	$0.00	$0.00	$18.50	$1,480.00	~~$52.00~~	~~$4,160.00~~
Drop-Off Monitor	500	$45.00	$22,500.00	$26.50	$13,250.00	~~$52.00~~	~~$26,000.00~~
GIS Analyst	80	$55.00	$4,400.00	$55.00	$4,400.00	~~$105.00~~	~~$8,400.00~~
Senior PA Grant Manager	80	$150.00	$12,000.00	$120.00	$9,600.00	~~$175.00~~	~~$14,000.00~~
PA Grant Analyst	160	$135.00	$21,600.00	$110.00	$17,600.00	~~$155.00~~	~~$24,800.00~~
PA Grant Specialist	160	$120.00	$19,200.00	$65.00	$10,400.00	~~$165.00~~	~~$26,400.00~~
Administrative Assistant	80	$55.00	$4,400.00	$35.00	$2,800.00	~~$52.00~~	~~$4,160.00~~
Field Monitor with EDMS HHU	1,000	$45.00	$45,000.00	$37.00	$37,000.00	~~$65.00~~	~~$65,000.00~~
Tower Monitor with EDMS HHU	1,000	$45.00	$45,000.00	$37.00	$37,000.00	~~$65.00~~	~~$65,000.00~~
TOTAL			$345,900.00		$261,400.00		~~$490,120.00~~

Firms listed in alphabetical order

Electronic Submission



City of Ocoee, Florida

Request for Proposal No. 25-007

Emergency-Disaster Debris Monitoring Services Term Contract

Due Date / Time: June 3, 2025 | 2:00 pm

thompson
CONSULTING SERVICES

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City of Ocoee, Florida

Request for Proposals No. 25-007

Emergency-Disaster Debris Monitoring Services Term Contract

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  - Exhibit N – Contractor's E-Verify Affidavit
  - Exhibit O – Sam.Gov Registration Information
  - Exhibit P – Byrd Anti-Lobbying Amendment Certification

[1] Thompson has included a copy of the Bid Security within our proposal response and submitted the original Bid Security to the City, as requested.

thompson
CONSULTING SERVICES

June 3, 2025

City of Ocoee, Finance Department/Purchasing
Attn: Shannon Hopper, CPPB, Purchasing Tech. III
1 N. Bluford Avenue
Ocoee, FL 34761
Submitted electronically to: https://ocoee.bonfirehub.com

Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751
O: 407-792-0018 | F: 407-878-7858

RE: REQUEST FOR PROPOSAL NO. 25-007 – EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the City of Ocoee, Florida (City) with emergency-disaster debris monitoring services term contract services. Thompson has provided disaster response and recovery services since 1979 and has supported more than 390 local and state agencies in response to tornadoes, hurricanes, floods, wildfires, earthquakes, ice storms, rockslides, oil spills and other natural disasters. Thompson's approach to providing disaster response and recovery services maintains a primary focus on the effective utilization of resources while assisting our clients navigate the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program and other post-disaster grant programs. We believe Thompson is best suited to continue to assist the City for the following reasons, which are expanded upon throughout our proposal:

- Thompson has served as the City's debris monitoring services provider since 2019 and has assisted in the City's disaster recovery following Hurricane Ian in 2022 and Hurricane Milton in 2024 which produced over 69,000 cubic yards of debris.
- Post-disaster debris removal monitoring and FEMA funding experience accounts for more than $5.5 billion in debris removal funding on behalf of more than 390 local and state government agencies.
- Delivery efficiency through the utilization of Thompson's automated debris management system.
- Local preference for hiring debris collection and disposal monitors to support the local economy.

Thompson has the experience and resources necessary to be responsive to the City. We will guide the City through the recovery process while working with FDEM and the FEMA PA program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to continue to serve as the City's services provider and stand prepared to exceed the City's expectations.

Best regards,
THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, Authorized Agent – President
O: 407.792.0018 | C: 321.303.2543 |F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

SECTION 1
Company Information

Firm Overview

Thompson Consulting Services, LLC is organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes affiliate companies Thompson Engineering, Inc., Watermark Design Group, and Meyer Engineers, Ltd. Thompson offers an array of services through our family of companies, from specializing in debris response and recovery services, grant application and development, infrastructure, and housing mitigation; to full service engineering, environmental consulting, surveying, and construction support services; and a full complement of architectural, planning and interior design services.



What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with corporate and branch offices throughout the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100% client satisfaction can be traced back to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards of excellence in workmanship; innovative solutions; timely, responsive service; and cost effectiveness are still upheld today.

As a 100% employee-owned company with more than 550 personnel spanning 26 corporate and branch offices throughout the United States, Thompson maintains a universal commitment to excellence in workmanship, innovative solutions, timely responsive service, and cost effectiveness. These standards are the foundation for Thompson's excellence in project quality and delivery. Thompson's staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Ocoee, Florida (City).

Years of Experience

Thompson was founded in 1953 and has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation conduct monitoring, QA/QC, and inspection services for a variety of engineering, construction, environmental and disaster recovery projects. In 2011, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response, and recovery service offerings, including debris removal monitoring. Thompson brings over 72 years of experience to the City through our family of companies and personnel.

State of Florida Registration

Thompson Consulting Services, LLC is registered and authorized to perform services in the State of Florida. Thompson's Sunbiz registration is included in the subsequent pages of this Section.

The State of Florida does not require any additional or further licensure to perform the disaster debris removal monitoring services requested by the City. However, Thompson shall obtain and maintain any applicable licenses deemed necessary by the City upon award.

Office Locations

With **26** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the City's disaster recovery needs from near and afar.

The City's contract will be serviced from Thompson's corporate office in Maitland, Florida. In addition, Thompson is experienced and capable of establishing a field office within the City should the need arise.

Thompson has provided our full list of office locations below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Clarksville, Tennessee
- Daphne, Alabama
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- Houston, Texas
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- ***Maitland, Florida***
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- Orange, Texas
- Pelham, Alabama
- ***Pensacola, Florida***
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama
- Tuscaloosa, Alabama

Mobile Office Capabilities

Thompson knows that immediately following a disaster incident, access to a project operations office and communications infrastructure is critical to building a local

FIRM DATA SUMMARY

FIRM NAME

Thompson Consulting Services, LLC

ADDRESS

2601 Maitland Center Parkway
Maitland, Florida 32751

PHONE | FAX

407-792-0018 | 407-878-7858

WEBSITE

www.thompsoncs.net

EMAIL

info@thompsoncs.net

YEAR ESTABLISHED

2011

STATE OF FORMATION

Delaware

FEDERAL ID NO.

45-2015453

SAM UEI | CAGE CODE

QE8ZDM1CLE77 | 7NZ42

DUNS NO.

968677158

E-VERIFY ID

1111126

OFFICERS

Jon Hoyle, President
Nate Counsell, Executive VP
John H. Baker, III, BOM
Chad Brown, BOM

workforce. However, with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions.

We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center. Thompson's mobile field office is also beneficial when trying to onboard field personnel and establish field operations in remote locations.

Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, and Hurricane Ian in 2022, and Hurricanes Beryl and Helene in 2024.

Staff Overview

Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over **550** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs.

Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials, as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	30	Environmental Engineers	2
Debris Project Managers	60	Geologists	9
Debris Supervisors	200	Scientists/Environmental	6
On-call Debris Monitors	1000	Construction Inspectors	167
Construction Managers	7	Landscape Architect	2
Architects	6	Professional Land Surveyors	11
Civil Engineers	60	Sanitary Engineer	4
Cost Engineer / Estimator	2	Safety / Occupation Health Engineer	4
Structural Engineers	11	Scheduler	2
Geotechnical Engineers	11	Mechanical Engineer	1
Transportation Engineers	12	Hydraulic Engineer	3
GIS Specialist	6	Support Staff	100

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines, we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

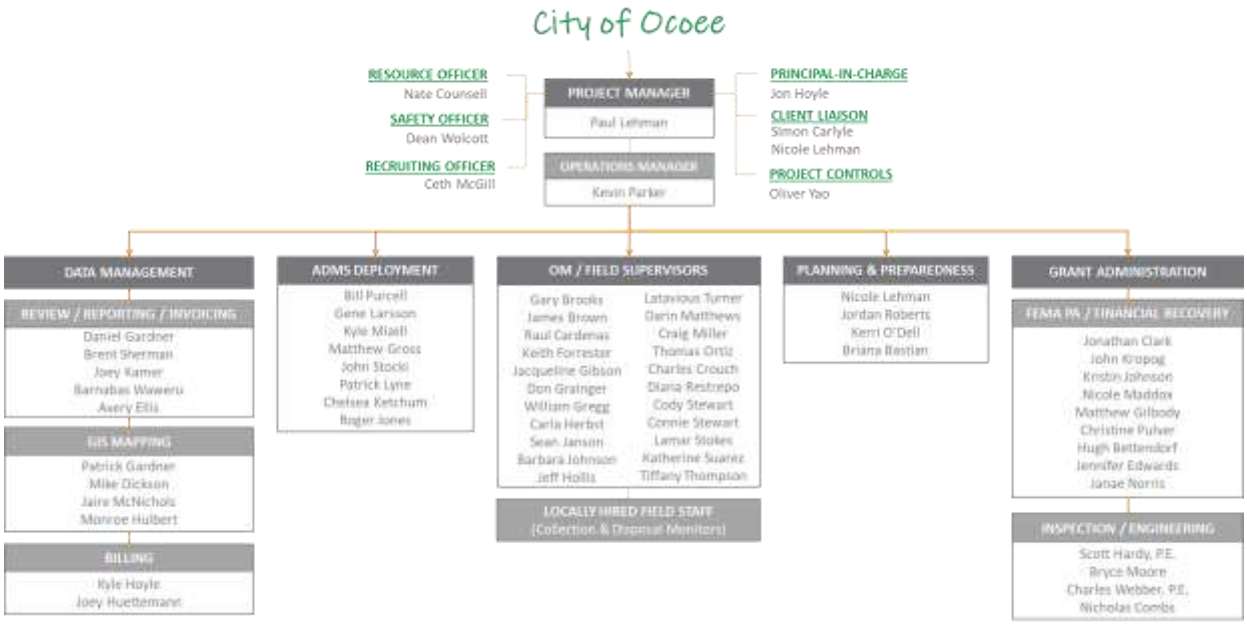
Thompson provides the City access to a unique combination of experience, services, resources, and personnel through our family of companies. With a network of more than **260** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors, and advanced degrees in business, economics, finance, engineering, computer science and other disciplines, we provide a well-rounded perspective and approach to problem solving in the disaster recovery industry.

Dedicated Project Team

Thompson is committed to staffing the City's disaster debris monitoring and consulting services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events.

The following organizational chart graphically presents Thompson's proposed project staffing and key personnel. Many of the team members have previously assisted the City following Hurricane Ian in 2022 and Hurricane Milton in 2024 as well as managed disaster debris monitoring efforts throughout the State of Florida following tornados, flooding, hurricanes, and severe storms. Our proposed team brings extensive experience working directly with the City and Florida communities and is prepared to seamlessly respond to the City following a future disaster debris generating incident requiring Thompson's services.

Figure 1-1: Organizational Chart



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over nineteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the Nation. He has managed 75 projects under contracts that total over $2.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

SIMON CARLYLE will serve as a Client Liaison for the City and serve as a direct point of contact to address the City's needs throughout the term of the contract. Mr. Carlyle has over seventeen years of experience working with state and local governments providing disaster debris removal monitoring

services. He has responded to over 30 disaster incidents and has extensive knowledge of federal, state, and local policies and reimbursement guidelines.

OLIVER YAO will serve as the Project Controller for the City to oversee contractual requirements and budget expectations. He will also make certain project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Yao has seventeen years of experience providing program management and disaster response and recovery oversight throughout the Nation.

PAUL LEHMAN will serve as the Project Manager for the City ensuring project operations have the staff and resources necessary to remain on track, on schedule and on budget. Mr. Lehman is a Florida resident and has over a decade of experience managing and supporting FEMA funded debris removal projects in throughout the United States including serving as a Project manager during recovery efforts in Puerto Rico following Hurricane Maria. Recently, Mr. Lehman served as an Operations Manager for the City of Orlando following Hurricane Ian, which resulted in the removal of over 130,600 CY of debris.

KEVIN PARKER will serve as the Operations Manager for the City overseeing daily debris monitoring operations and ensuring projects are implemented in accordance with the contract and task order(s) issued by the City. Mr. Parker has thirteen years of experience managing small- and large-scale debris removal programs. Mr. Parker served as the project manager for Mobile County, Alabama following Hurricanes Sally and Zeta in 2020, and he most recently served as the project manager on behalf of the City of Sugar Land, Texas following Hurricane Beryl which produced over 232,000 cubic yards of debris.

NICOLE LEHMAN will serve as a supporting Client Liaison and the Planning and Preparedness lead for the City. Ms. Lehman has sixteen years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures, and regulations involved in successfully running disaster debris management operations. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

DANNY GARDNER will serve as the Data Manager for the City. Mr. Gardner is a subject matter expert in FEMA Public Assistance eligibility requirements and documentation standards. He has overseen the data management and documentation of over 125 million cubic yards of debris and the reconciliation of over $2 billion in debris removal transactions.

JONATHAN CLARK will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Mr. Clark began his career in disaster recovery as a FEMA employee in Louisiana following Hurricane Katrina. Since that time, Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in the FEMA Public Assistance grant program. Having served clients at the local, state and federal level, Mr. Clark has managed the financial recovery of communities receiving more than $2 billion in federal funding.

PATRICK GARDNER will provide GIS and mapping support to the City. Mr. Gardner has over ten years of experience and has supported recovery operations in this capacity for several large-scale, multi- state, region, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizing geospatial data to convey project operations and progress. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

The following table summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring projects of all size and scale, including many

resulting in the documentation of over 1,000,000 cubic yards on behalf of local and state governments. Comprehensive resumes shall be provided upon request.

Table 1-1: Resume Summary of Project Team

Name, Education, Background	Representative Experience	
Jon Hoyle | Principal-in-Charge		
MBA – Finance/Management 19 Years of experience	– Escambia County, FL – 3,700,000 CY – Puerto Rico DOT – 1,000,000 CY – Lee County, FL – 2,300,000 CY	– South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY
Simon Carlyle | Client Liaison		
18 Years of experience	– Calcasieu Parish, LA – 6,700,000 CY – City of Lake Charles, LA – 3,400,000 CY – Baldwin Co, AL – 4,400,000 CY	– Pinellas Co, FL – 380,000 CY – Sarasota Co, FL – 288,000 CY – Beaufort Co, SC – 1,700,000 CY
Oliver Yao | Project Controls		
MS – Management & Finance 17 Years of experience	– Beaufort Co, SC – 1,700,000 CY – Baldwin Co, AL – 4,400,000 CY – Bay County, FL – 1,200,000 CY	– Hidalgo Co, TX – 187,000 CY – Hamilton Co, TN – 408,000 CY – Linn Co, IA – 1,100,000 CY
Paul Lehman | Project Manager		
10 Years of experience	– Jefferson Davis Parish, LA – 215,000 CY – Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY	– City of DeLand, FL – 130,000 CY – Daytona Beach, FL – 330,000 CY – Georgetown County, SC – 100,000 CY
Kevin Parker | Operations Manager		
BS – Psychology 13 Years of experience	– Mobile County, AL – 270,000 CY – Dauphin Island, AL – 120,000 CY – Georgia DOT – 185,000 CY	– North Carolina DOT – 14,000 CT – Sumter County, FL – 116,000 C – South Carolina DOT – 3,000,000 CY
Jonathan Clark | FEMA Public Assistance Liaison		
20 Years of experience	– City-Parish E Baton Rouge – 2,000,000 CY – South Carolina DOT – $37,000,000 – Alabama Tornados – $25,000,000	– South Dakota – $60,000,000 – Hurricane Alex – $3,500,000 – Hurricane Ike – $445,000,000
Danny Gardner | Data Manager		
MBA – Finance/Management 16 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY	– Alabama DOT – 870,000 CY – South Carolina DOT – 3,000,000 CY – Escambia County, FL – 3,700,000 CY
Nicole Lehman | Client Liaison / Planning and Preparedness		
BA – Psychology & Spanish 16 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL – 330,000 CY – Escambia County, FL – 3,700,000 CY
Patrick Gardner | GIS / Environmental		
MS – Fisheries & Aquatic Sciences 10 Years of experience	– Gadsden County, FL – 900,000 CY – SWA Palm Beach Co, FL – 3,200,000 CY – Fort Lauderdale, FL – 400,000 CY	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY

Thompson's proposed team has assisted some of the largest government agencies plan for disaster debris generating incidents, substantiate debris removal operations and recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state, and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below.

Also, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table 1-2: Staff Certifications & Training

Agency/Course	Certification Title
FEMA IS 1A	Emergency Program Manager, an Orientation to the Position
FEMA IS 30b	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31b	Mitigation eGrants System for the Grant Applicant
FEMA IS 100c	Introduction to the Incident Command System
FEMA IS 120c	An Introduction to Exercises
FEMA IS 200c	Basic Incident Command System for Initial Response
FEMA IS 230e	Fundamentals of Emergency Management
FEMA IS 241c	Decision Making and Problem Solving
FEMA IS 242c	Effective Communication
FEMA IS 253b	Overview of FEMA's Environmental and Historic Preservation Review
FEMA IS 393b	Introduction to Hazard Mitigation
FEMA IS 403	Introduction to Individual Assistance
FEMA IS 1300	Introduction to Continuity of Operations
FEMA IS 1000	Public Assistance Program and Eligibility
FEMA E376	Public Assistance Operations
FEMA IS 632a	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700b	National Incident Management System (NIMS) an Introduction

This coursework and continuing education allows our employees to remain current with changing policy while earning certifications within the federal, state and local emergency management community.

Key Personnel Qualifications

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb & hazardous stump removal
- Parks debris removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Contractor invoice reconciliation & payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution

- Waterway debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Services Debris Removal Programs



Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel, and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- New Mexico Department of Transportation: Acequia Debris Removal Program
- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Thompson has extensive experience working closely with various federal, state, and local agencies, including departments of transportation, environmental protection, FEMA, FHWA and the NRCS to monitor special debris removal programs.

Experience and Knowledge of Environmental Requirements

In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the City as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of **30+** environmental engineers, water/wastewater engineers, geologists, biologists, NEPA specialists, GIS specialists, soils scientists, hazardous materials

managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians.

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than **$5.5** billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and **15** grant programs, including the following:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
  - Community Development Block Grant
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Debris Management Planning

Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop several comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide for Debris Removal and contains the components critical to the success of a debris removal operation.

Though conceptually similar, Thompson understands that each DMP will vary to reflect the intricacies and needs of our clients. Our plan development process is scalable and flexible depending on the need for developing a new plan or updating an existing plan; or the need for selecting and validating potential debris management sites (DMS) or to have existing sites reviewed and permitted by specific state agencies. Typically, the geographic size, population characteristics, propensity for and type of disaster, and many other factors dictate the complexity of a DMP.

Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full-time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over **13** years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill temporary debris monitoring positions with qualified City of Ocoee residents in need of work. Thompson will provide qualified residents with safety training and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screenings for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

*Thompson maintains a national recruiting and hiring database comprised of **19,000** temporary and on-call debris removal monitors, field supervisors, inspectors, etc. that have previously served in such roles with Thompson following a disaster event. This includes more than **9,500** Florida residents who can be contacted to expedite and supplement disaster recovery needs. Local hiring is prioritized; however, Thompson has the capacity to supplement the City's staffing as needed.*

Equipment Resources

Thompson has provided disaster recovery services to various clients over the years; on past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within **24**-hours. All equipment listed will be available to support the City during preparedness measures and post-disaster operations. The following items are supplied to field personnel prior to mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel-toed boots at their own expense. Field supervisors are provided medical kits.
- Communication Device: Cell phones, and/or radios are provided to our field personnel based upon the project needs.

- Laptops and Portable Printers / Scanners / Copiers / Fax Machines: These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 1-3: Available Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	26	Full Time Employees	550
ADMS Sets	3,500	Stand-by Disaster Recovery Employees	1,200
Computer – Desktop Station	175	Printers / Copier – Color Laser	100
Computer – Laptop	175	Printers – Black and White Laser	25
Starlink Units	33	Printer / Copier / Scanner / Fax– Portable	30
MiFi Access Point	50	Digital Cameras	25
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	10
Communication – Desktop Phones	350	Trucks	6

Thompson staffs a full-time equipment and logistics team that performs rigorous quality control tests on all equipment utilized during project operations both before deployment and upon return from the field. Depending on the size and severity of an event, a member of this team is either deployed or is made available virtually and in real-time for the duration of a project to ensure equipment is configured and working properly. A complete inventory of equipment is done quarterly to account for and replace lost or damaged field items.

Connectivity Equipment



Dependable infrastructure and communication access is not only necessary during immediate project staffing or mobilization, but also throughout project operations to ensure quicker and more efficient data collection and reporting. Therefore, Thompson has invested in **33** highly portable Starlink units that allow access to high-speed internet via satellites to clients across the United States and Caribbean.

Although our debris removal monitoring technologies, such as TDMS*mobile* detailed within our proposal response have a **disconnected architecture** and are fully operational in a post storm environment where cellular networks are compromised or destroyed, the Starlink units give field teams the ability to move from a disconnected environment with nightly data uploads to near-real time, connected operations. This allows for quicker reporting and data QA/QC activities. Additionally, these units support Wi-Fi calling and texting increasing communication and safety of field teams located in remote or desolate areas. Thompson's Starlink units have been utilized on the following projects:

2022 Puerto Rico: units were utilized following Hurricane Fiona on the western portion of the island where cell connectivity was scarce.

2022 Southwest Florida: units were deployed to the barrier islands following the devastating impacts of Hurricane Ian which completely destroyed cellular connectivity and communications infrastructure.

2023 New Mexico: units were used to support field operations and local data center in the Calf Canyon / Hermits Peak area following widespread fires throughout remote areas of northern New Mexico.

2024 Florida, Georgia, South Carolina, North Carolina, Tennessee: units were deployed to support field operations and local data centers in response to widespread, catastrophic damage across remote areas of the southeast caused by back-to back hurricanes Debby, Helene, and Milton.

Subcontractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor.

25+
nationwide S/M/WBE partnerships

Although Thompson maintains the resources and experience necessary to fulfill the majority of services requested by our clients, we actively seek opportunities to connect with additional partners that best serve our clients. We often encourage and engage the participation of disadvantaged business enterprises (DBE) to include small, minority, and women owned business enterprises in the communities where we work and have over 25 pre-position agreements with DBE subconsultants across the United States. Thompson has utilized DBE subconsultants on state, federal, and municipal projects involving specific goals and/or federal funds or grants and has invested millions in DBE subcontracting. Thompson has a proven history of meeting or exceeding our subcontracting goals on past projects, and we will take all steps to confirm compliance with all applicable federal or state laws or ordinances for DBE participation, including 2 CFR 200.321.



Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

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Principal Address

2601 Maitland Center Pkwy
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Changed: 04/19/2021

Mailing Address

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Changed: 04/19/2021

Registered Agent Name & Address

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Address Changed: 01/20/2022

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Title Manager

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Annual Reports

Report Year	Filed Date
2023	04/19/2023
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2025	04/29/2025

Document Images

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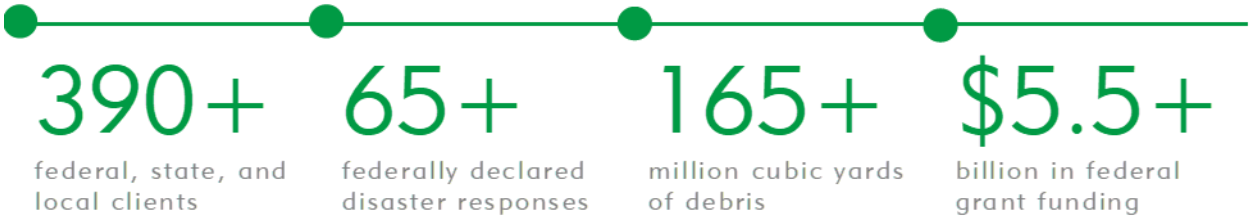
Florida Department of State, Division of Corporations

SECTION 2
Company Experience / References

Disaster Response Experience

Thompson has provided disaster response and recovery services to over 390 federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over 75 years of combined experience and have responded to some of the most devastating incidents to impact the United States. This work has resulted in the documentation of over 165 million cubic yards of debris and our clients successfully applying for and retaining more than $5.5 billion of federal grant funding for debris removal.

Our approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.



Thompson's consultants have performed debris monitoring and grant administration services for over 65 Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below and a comprehensive staff experience matrix shall be provided upon request.

Table 2-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Milton (FEMA DR-4834)	2024	$228,000,000	LA Severe Flooding (FEMA DR-4277)	2015	$65,000,000
Hurricane Helene (FEMA DR-4827 - 4831)	2024	$396,000,000	SC Severe Flooding (FEMA DR-4241)	2015	$35,000,000
Hurricane Debby (FEMA DR-4806)	2024	$9,450,000	Winter Storm Pandora (FEMA DR-4211)	2015	$750,000
Hurricane Beryl (FEMA-DR-4738)	2024	$250,000,000	Winter Storm Pax (FEMA DR-4166)	2014	$200,000,000
TX Severe Storms (FEMA DR-4781)	2024	$90,000,000	Hurricane Sandy (FEMA DR-4085-4086)	2012	$250,000,000
Hawaii Wildfires (FEMA DR-4724)	2023	$125,000,000	Hurricane Isaac (FEMA DR-4080-4081)	2012	$2,000,000
Hurricane Idalia (FEMA DR-738, 4734)	2023	$46,400,000	Indiana Tornados (FEMA DR-4058)	2012	$2,500,000
AL Severe Storms (FEMA DR-4684)	2023	$5,800,000	Hurricane Irene (FEMA DR-4024)	2011	$4,500,000
New Mexico Wildfires (FEMA DR-4652)	2022	$31,000,000	Alabama Tornados (FEMA DR-1971)	2011	$25,000,000
Hurricane Ian (FEMA DR-4673)	2022	$311,100,000	Iowa Flooding (FEMA DR-1763)	2010	$1,640,325
KY Severe Storms (FEMA DR-4630)	2021	$138,700,000	MA Snow Storm (FEMA DR-1813)	2009	$896,475

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Ida (FEMA DR-4611)	2021	$283,300,000	Hurricane Ike (FEMA DR-1791)	2008	$445,504,160
Hurricane Zeta (FEMA DR-4576)	2020	$23,000,000	Hurricane Gustav (FEMA DR-1786)	2008	$19,374,540
Hurricane Sally (FEMA DR-4563,4564)	2020	$180,000,000	Hurricane Dolly (FEMA DR-1780)	2008	$17,241,000
Hurricane Laura (FEMA DR-4559)	2020	$48,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	$31,523,000
Hurricane Dorian (FEMA DR-4465)	2019	$5,000,000	New York Winter Storm (FEMA DR-1665)	2006	$20,700,000
Hurricane Michael (FEMA DR-4399, 4400)	2018	$40,000,000	Hurricane Wilma (FEMA DR-1609)	2005	$214,491,000
Hurricane Florence (FEMA DR-4393, 4394)	2018	$12,000,000	Hurricane Rita (FEMA DR 1606)	2005	$96,000,000
Hurricane Maria (FEMA DR-4339)	2017	$44,600,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	$914,304,040
Hurricane Irma (FEMA DR-4337, 4338)	2017	$100,000,000	Hurricane Ivan (FEMA DR-1551)	2004	$243,332,500
Hurricane Harvey (FEMA DR-4332)	2017	$20,000,000	Hurricane Frances (FEMA DR-1545)	2004	$5,000,000
Hurricane Matthew (FEMA DR-4283-86)	2016	$100,000,000	Hurricane Charley (FEMA DR-1539)	2004	$97,085,850

Past Performance

State of Florida & City of Ocoee Experience

Thompson's consultants have responded to disaster incidents in Florida since Hurricane Charlie in 2004. Recently, Thompson has provided debris removal monitoring and grant consulting services to Florida clients following Hurricanes Matthew in 2016, Irma in 2017, Michael in 2018, Sally in 2020, Ian in 2022, and Debby, Helene, and Milton in 2024. Thompson has responded to 8 federally declared disaster incidents in the State of Florida and supported over 82 local and state clients in monitoring and documenting over 46 million cubic yards of disaster debris.

Additionally, Thompson has served as the City's disaster debris monitoring services provider since 2019 and is uniquely familiar with the City's operational needs, standards, and Contractor requirements. Throughout the duration of Thompson's stand-by agreement with the City, Thompson was activated to assist in recovery operations after Hurricane Ian in 2022 and once again following Hurricane Milton in 2024. Across both activations, Thompson monitored the removal of over 69,000 cubic yards of debris and collection of over 1,300 hazardous leaning and hanging trees/limbs and stumps.

We are well positioned to continue working closely with the City, the Florida Division of Emergency Management, Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.

Similar Experience

The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management, and FEMA reimbursement. Thompson's key proposed staff have assisted all of the clients provided below following disaster events.

City of Tampa, Florida — Oct. – Nov. 2024 / Oct. 2024 – Jan. 2025

Disaster Debris Removal Monitoring — Debris Quantity: 1,410,500 CY

2024 Hurricane Helene & Milton: Thompson has served as the stand-by disaster recovery and debris monitoring services provider on behalf of the City of Tampa since 2023. During that time, Thompson has supported preparedness measures and maintained operational readiness in the event that our services were needed. The City activated Thompson's stand-by contract to assist in recovery operations following back-to-back hurricanes Helene and Milton in 2024. The City performed separate right-of-way debris removal programs as well as hazardous hanging and leaning limb/tree removal. Thompson substantiated the removal of over 1,410,500 cubic yards of debris and approximately 23,000 hazardous trees and limbs completing across both disasters. Thompson was able to complete Hurricane Milton operations, which accounted for over 1.3 million cubic yards of debris, in approximately 120 days.

Project Value: $ 4,800,000

City of Orange Beach, Alabama — Sept. 2020 – Mar. 2021

Hurricane Sally Debris Removal Monitoring — Debris Quantity: 665,000 CY

Thompson has served as the disaster debris monitoring and grant management consulting firm for the City of Orange Beach since 2014. While the City was fortunately spared from significant disaster-related damages until 2020, Thompson was activated for both debris monitoring and grant management consulting services in response to Hurricane Sally.

2020 Hurricane Sally: Thompson deployed to Orange Beach immediately following Hurricane Sally to provide debris monitoring support. This included documenting a complex debris removal operation including right-of-way debris removal as well as the removal of hazardous leaning trees and hanging limbs, hazardous waste, vessels, waterway debris and sand reclamation, and debris removal throughout City maintained trails. Thompson monitored the removal of over 665,000 cubic yards of debris and over 7,900 hazardous hanging and leaning trees and limbs. This included the substantiation of approximately 19,500 cubic yards of debris and 1,488 hazardous limbs and trees from City trails.

In addition to oversight of the debris removal operation, which accounted for the largest portion of the City's expenditures, Thompson was tasked with grant management consulting services related to the recovery of FEMA Public Assistance (PA) funding and Hazard Mitigation Grant Program (HMGP) funding.

Project Value: $ 1,188,000.00

Lee County, Florida — 2017, 2022, 2024

Disaster Debris Removal Monitoring — Debris Quantity: 11,089,400 CY

2024 Hurricanes Helene & Milton: The State of Florida was severely impacted by back-to-back hurricanes Helene and Milton in 2024 which produced a large amount of damage and debris. Thompson assisted the County in their recovery efforts which included programs such as right-of-way debris removal, hazardous and hanging limbs and tree removal, as well as debris removal from County parks. Thompson has monitored the removal of over 153,400 cubic yards of debris and over 430 hazardous limbs and trees throughout the County resulting from the disaster events. This includes monitoring debris disposal at seven (7) active debris management sites and staffing over 120 temporary field staff.



2022 Hurricane Ian: Hurricane Ian was one of the deadliest hurricanes to impact the State of Florida and caused widespread flooding and extensive damage. Lee County was greatly impacted due to storm surge and high winds causing large amounts of debris and infrastructure damage. Thompson was once again called upon by the County to provide debris removal monitoring and recovery services and was able to respond immediately. Thus

far, Thompson has substantiated the removal of over 8,580,000 cubic yards of debris from the County. Thompson also monitored the removal of over 43,450 hazardous limbs and trees throughout the County.

2017 Hurricane Irma: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2,356,000 cubic yards of debris from County ROW, and performed special debris removal programs including commercial, parks, and utilities ROW removal monitoring. Thomson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

Project Value: $ 14,600,000

City of Port Orange, Florida — Oct. 2022 – Jan. 2023 / Oct. 2024 – Jan. 2025

Disaster Debris Monitoring & Grant Consulting Services — Debris Quantity: 483,000 CY

Thompson has maintained a stand-by debris removal services contract with the City of Port Orange since 2022. Throughout this partnership, Thompson has supported the City's recovery efforts following multiple hurricanes, including Hurricane Ian in 2022 and Hurricane Milton in 2024. Thompson has been instrumental in efficiently managing debris removal operations and ensuring the City's swift recovery after both disasters.

2024 Hurricane Milton: In 2024, the City of Port Orange faced another major challenge when Hurricane Milton struck the region. Once again, the City activated Thompson's services for debris monitoring and removal. The team swiftly mobilized to support recovery efforts, successfully substantiating the removal of 118,855 cubic yards and 1,159 tons of debris, helping to restore the City in the wake of the storm's destruction.

2022 Hurricane Ian: In 2022, following the devastation of Hurricane Ian, which struck the southeastern United States and caused widespread damage, Thompson partnered with the City of Port Orange, FL, to support recovery efforts. Port Orange, located along Florida's eastern coastline, was heavily impacted by the storm. Thompson successfully managed the removal of 363,937 cubic yards of debris and 3,274 tons of hurricane-related waste, including hazardous limbs and stumps.

Project Value: $ 1,095,871

City-Parish of East Baton Rouge, LA — 2016, 2019, 2020, 2021, 2024

Disaster Debris Removal Monitoring & PPDR — Debris Quantity: 3,179,400 CY



2024 Hurricane Francine: Most recently, the City-Parish again turned to Thompson to assist in recovery operations following the impacts of Hurricane Francine. Thompson mobilized staffing teams and equipment to the City-Parish in order to begin operations as quickly as possible. The City-Parish carried out right-of-way debris removal programs. Thompson monitored the removal of over 33,000 cubic yards of debris, hired over forty (40) temporary personnel to serve as debris removal monitors, and completed operations in less than 30-days.

2021 Hurricane Ida: Most recently, Thompson's stand-by debris monitoring contract was activated following the devastating effects of Hurricane Ida. The City-Parish suffered widespread damage due to destructive winds and severe flooding. Thompson was able to respond

immediately, mobilizing personnel and resources to the City-Parish. Thompson oversaw the collection of over 1M cubic yards of debris.

2021 Severe Winter Storm: The City-Parish was severely impacted by a rare ice storm that leaving widespread vegetative debris, downed power lines, and a multitude of hazardous hanging or downed limbs and trees. Thompson monitored the removal of over 84,300 cubic yards of debris as well as the removal of over 4,712 hazardous hanging hanging/leaning limbs and trees from City-Parish rights-of-way. Thompson was able to complete operations in less than 45-days.

2020 Hurricane Delta: The City-Parish once again called on Thompson to assist in the recovery operations following Hurricane Delta. Thompson deployed equipment and began hiring local field staff to monitor debris removal operations. Overall, Thompson substantiated the removal of over 97,100 cubic yards of debris.

2019 Hurricane Barry: Following Hurricane Barry in 2019, the City-Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 35,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

2016 Severe Flooding: In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thompson oversaw the collection of more than 1.9 million cubic yards of constructing and demolition (C&D) debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paperwork. Once ownership of the property was verified, Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were processed for extended collection.

Project Value: $ 5,018,000

City of Sanibel, Florida — Oct. 2022 – July 2023 / Oct. 2024 – Jan. 2025

Hurricane Disaster Debris Removal Monitoring — Debris Quantity: 2,622,000 CY



Thompson has served as the City's stand-by disaster debris monitoring services provider since 2019. Since then, Thompson has maintained operational readiness in the event that the City is impacted by a federally declared disaster and in need of services.

2024 Hurricane Milton: The City once again activated Thompson's stand-by debris monitoring services contract to assist in recovery operations following Hurricane Milton. The City performed right-of-way debris removal programs, and thus far, Thompson has substantiated the removal of approximately 82,000 cubic yards of debris.

2022 Hurricane Ian: Following the devastating impacts of Hurricane Ian, the City activated Thompson's standby debris monitoring contract. Thompson was able to immediately respond and deployed staffing and equipment resources to begin recovery operations. The City conducted various debris removal programs including right-of-way, hazardous leaning and hanging limbs/trees, and beach sand remediation. Overall, Thompson monitored the removal of 2,540,000 cubic yards of debris from the City as well as the removal of over 13,154 hazardous leaning and hanging trees/limbs from City maintained roadways.

In addition, Thompson supported the City in conducting a special program to identify, remove, and ultimately seek reimbursement for standing dead trees killed by saltwater intrusion. Thompson provided arborists to conduct detailed surveys of the trees confirming that while they did not initially meet FEMA's standard

requirements for removal, their condition was indeed hazardous and warranted removal. This program was successful in gaining FEMA approval and reimbursement for the removal of approximately 1,800 additional trees from the City.

Project Value: $ 4,400,000

City of Houston, Texas — May 2024 – Present

Debris Removal Monitoring, PPDR & FEMA PA Support — Debris Quantity: 6,694,000 CY



2024 Hurricane Beryl: Following the devastating impacts of Hurricane Beryl, Thompson was tasked with providing debris monitoring and disaster recovery cost reimbursement services on behalf of the City. Thompson has worked closely with the City as well as the City's debris removal contractors during simultaneous activations for multiple declared disasters, ensuring waste operations are documented separately. Debris removal operations from City right-of ways and private gated communities are ongoing, and thus far Thompson has monitored the removal of over 3.6 million cubic yards of debris as well as the removal of 50,000 hazardous hanging or leaning limbs and trees throughout the City.

Thompson is also assisting the City with the recovery of FEMA Public Assistance (PA) funding. The City's damages included Category A-B work and Category Z work, with Thompson supporting submittals for emergency work expenditures as well as providing recovery management services, developing cost estimates, calculating departmental force account labor and equipment, successfully requesting Immediate Needs Funding (INF), and expediting projects that total over $105 million.

2024 Severe Storms, Straight-line Winds, Tornadoes, and Flooding: Thompson was activated by the City to perform disaster debris removal monitoring services following severe storms, straight-line winds, tornadoes, and flooding. Thompson was able to immediately mobilize equipment and begin hiring local residents to serve as temporary debris monitors following a notice-to-proceed. Operations are ongoing, however thus far, Thompson has monitored the removal of over 3 million cubic yards of debris as well as the removal of over 29,000 hazardous and hanging limbs, trees, and stumps throughout the City. This includes over 21,950 cubic yards of debris and approximately 5,000 limbs and trees from City maintained parks and trails.

In addition, Thompson is currently assisting the City in the preparation and calculation of departmental force account labor and equipment, as well as submitting and processing PWs and Immediate Needs Funding (INF) requests for FEMA review and reimbursement. Thompson is ultimately supporting the City in applying for the reimbursement of over $40 million in federal funds.

Project Value: $ 13,000,000

City of Lakeland, Florida — 2017, 2022, 2024

Disaster Debris Monitoring & FEMA PA Support — Debris Quantity. 619,600 CY

2024 Hurricane Milton: Following the impacts of Hurricane Milton, the City activated Thompson to provide debris removal monitoring services. Thompson responded immediately after receipt of notice-to-proceed deploying staff and resources to begin certifying hauling equipment. In less than 75 days, Thompson substantiated the removal of approximately 214,000 cubic yards of debris and 3,165 hazardous/hanging limbs and trees from City right-of-way.

2022 Hurricane Ian: The City once again activated Thompson to provide disaster recovery services following the widespread destruction caused by Hurricane Ian in 2022. The City carried out right-of-way debris removal and specialized debris removal projects within City maintained parks. Thompson monitored the removal of approximately 144,600 cubic yards of debris as well as the removal of 3,025 hazardous hanging/leaning limbs, trees and stumps.

2017 Hurricane Irma: In 2017, the City activated Thompson's debris monitoring and financial recovery services contract. Thompson mobilized immediately to the City with personnel and resources and began monitoring and documenting debris removal operations including right-of-way debris removal and hazardous leaning and hanging trees and limb removal. Overall, Thompson substantiated over 261,000 cubic yards of debris.

Simultaneously, Thompson began providing FEMA Public Assistance consulting services to the City. Thompson's consultants collaborated with City departments to identify eligible projects, develop supporting documentation, and submit information to the FEMA GrantsPortal. In addition to substantial Category A – Debris Removal Costs, Thompson assisted the City with the submittal of project worksheets accounting for over 10M in reimbursement for eligible emergency protective measures and permanent repairs to City-owned infrastructure such as fencing, sidewalks and facilities including Tiger Town and the Lakeland Linder International Airport.

Project Value: $ 428,000

City of Valdosta, Georgia — Sept. 2023 – Feb. 2024 / Oct. – Nov. 2024

Hurricane Debris Removal Monitoring — Debris Quantity: 2,225,805 CY

2024 Hurricane Helene: Thompson was activated by the City following Hurricane Helene which caused flooding and widespread vegetative and construction debris throughout the Southeastern United States. Since activation, Thompson staffed over 100 local residents to serve as temporary debris removal monitors and have assisted in projects including right-of-way debris removal and hazardous trees and hanging limbs projects. Thus far, Thompson has substantiated the removal of approximately 988,000 cubic yards of debris from the City as well as the removal of over 5,350 hanging or fallen limbs and trees.

2023 Hurricane Idalia: The City of Valdosta suffered from severe flooding and damage following Hurricane Idalia and without a stand-by debris removal monitoring contract in place, the City held an emergency procurement to select a qualified contractor. The City selected Thompson as their disaster recovery services provider, and Thompson deployed personnel and equipment to the City immediately. Thompson worked closely with the City and their selected debris removal contractor to carryout operations and ultimately monitored the removal of over 727,000 cubic yards of debris and the removal of over 850 hazardous trees and hanging limbs.

Project Value: $ 2,475,500

City of Daytona Beach, Florida — 2016, 2017, 2022, 2024

Debris Removal Monitoring & FEMA PA Support — Debris Quantity: 984,000 CY



2024 Hurricane Milton: The City of Daytona Beach (City) was impacted by Hurricane Milton and decided to activate Thompson's stand-by disaster debris monitoring services contract. Thompson began staffing and equipment mobilization efforts immediately and monitored the removal of over 82,000 cubic yards of debris.

2022 Hurricane Ian: Thompson was activated by the City to provide disaster debris monitoring services following the impacts of Hurricane Ian. The City suffered from extensive wind damage and storm-surge impacting sea walls. Thompson was able to mobilize immediately deploying personnel and equipment to begin debris removal operations including right-of-way debris removal and the removal of hazardous leaning trees and hanging limbs. Throughout project operations, Thompson monitored the removal of over 383,000 cubic yards of debris and 3,450 hazardous trees and limbs from the City.

2017 Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 118,000 cubic yards of debris, completing operations in less than three months.

2016 Hurricane Matthew: Thompson assisted the City with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 400,000 cubic yards of debris as well as the removal of over 8,000 hazardous hanging and leaning trees/limbs. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review documentation and FEMA project worksheets.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also assessed the City's pre-identified temporary debris management sites.

Project Value: $1,400,000

City of League City, Texas — July – Sept. 2024

Disaster Debris Removal Monitoring — Debris Quantity: 114,500 CY

Thompson has served as the City's stand-by disaster debris removal monitoring firm since 2022, and during that time, Thompson has maintained operational readiness in the event that the City is in need of services.

2024 Hurricane Beryl: The State of Texas was devastated by the impacts of Hurricane Beryl which produced severe winds, widespread flooding, and tornados. Thompson was activated by the City of League City to perform debris removal monitoring services including operations for right-of-way debris removal monitoring, parks and drainage debris removal monitoring, and private property debris removal monitoring. Thus far, Thompson has monitored the removal of approximately 114,500 cubic yards of debris as well as the removal of approximately 6,400 hazardous hanging or leaning limbs and trees throughout the City.

Project Value: $ 444,000

References

The following references attest to the versatility of Thompson and the capabilities that we maintain in disaster recovery related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client.

City of Lakeland, Florida — 2017, 2022, 2024

Disaster Debris Removal Monitoring & FEMA Grant Management — Debris Quantity. 619,600 CY

Gene Ginn, Director – Solid Waste & Recycling
863-834-8777 | gene.ginn@lakelandgov.net

605 Evelyn Avenue
Lakeland, FL 33801

City of League City, Texas — July – Sept. 2024

Disaster Debris Removal Monitoring — Debris Quantity: 114,500 CY

Ryan Edghill, Emergency Management Coordinator
281-554-1302 | Ryan.edgehill@leaguecitytx.gov

555 W. Walker Street
League City, Texas 77573

City of Port Orange, Florida — Oct. 2022 – Jan. 2023 / Oct. 2024 – Jan. 2025

Disaster Debris Monitoring & Grant Consulting Services — Debris Quantity: 483,000 CY

Tom DiEulio—Public Works Director
386-506-5500 | tdieulio@port-orange.org

407 Virginia Avenue
Port Orange, FL 32127

Simultaneous Contract Activations / Managerial Capacity

Thompson can deploy resources quickly and efficiently in disaster situations across the country and following major disaster events that require simultaneous multi- state, region, and local level contract activations. The following table summarizes Thompson's response to recent major disaster events requiring simultaneous contract activations.

Table 2-2: Major Disaster Events and Simultaneous Contract Activations

Disaster Event	Contract Activations
2024 Hurricanes Beryl, Debby, Helene, and Milton	72
2023 Hurricane Idalia	7
2022 Hurricane Ian	30
2021 Hurricane Ida	10
2020 Hurricanes Laura, Sally, and Zeta	17
2018 Hurricane Michael	6
2017 Hurricanes Harvey, Irma, and Maria	54
2016 Hurricane Matthew	27

We recognize that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors.

Recent disaster incidents, including Hurricanes Beryl, Debby, Helene, and Milton in 2024, Hurricane Ian in 2022, Hurricane Ida in 2021, Hurricanes Laura, Sally, and Zeta in 2020, Hurricane Florence and Michael in 2018, Hurricanes Harvey, Irma, and Maria in 2017, and Hurricane Matthew in 2016 have tested and enhanced Thompson's managerial capabilities across the United States.

Logistic Considerations: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. To address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with logistical support to all projects.

Large Scale ADMS Deployment to Monitor All Types of Debris Collection: Thompson's ADMS deployment following Hurricanes Beryl, Debby, Helene and Milton in 2024 was one of the largest simultaneous ADMS deployments in history, with over 3,000 units deployed to over 72 work locations. Thompson's ADMS units were configured to monitor the collection of over 32 million cubic yards of disaster related debris. Thompson's ADMS system (TDMS*mobile)* has been configured to monitor the removal of vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

Staffing Execution Plan: Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When recently tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Helene, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do

not currently, rely on any third-party staffing firms that do not understand the disaster business. This is critical to our success when responding to small- and large-scale mobilizations.

Thompson is extremely proud of our response time record and our ability to deploy resources quickly and efficiently in disaster situations across the country. As an example of our staffing abilities, we have summarized our response times to previous disasters and resources deployed in the following table.

Table 2-3: Previous Response Times and Field Staff Deployed

Disaster	Year	Number of Clients	Response Time	Field Staff Hired
Hurricane Milton (FEMA DR-4834)	2024	28	Within 12-24 hours of NTP	2,690
Hurricane Helene (FEMA DR-4827 - 4831)	2024	33	Within 12-24 hours of NTP	3,110
Hurricane Beryl (FEMA-DR-4738)	2024	11	Within 12-24 hours of NTP	2,130
TX Severe Storms (FEMA DR-4781)	2024	6	Within 48 hours of NTP	730
Hurricane Idalia (FEMA-4738, 4734)	2023	10	Within 12-24 hours of NTP	240
Hurricane Ian (FEMA DR-4673)	2022	30	Within 12-24 hours of NTP	2,538
New Mexico Wildfires (FEMA DR-4652)	2022	1	Within 12-24 hours of NTP	125
Kentucky Severe Winter Storm (FEMA DR-4592)	2021	1	Within 48 hours of NTP	529
Hurricane Ida (FEMA DR-4611)	2021	13	Within 12-24 hours of NTP	2,900
Hurricane Sally (FEMA DR-4563,4564)	2020	10	Within 12-24 hours of NTP	1,425
Hurricane Dorian (FEMA DR-4465)	2019	2	Within 24 hours of NTP	160
Hurricane Michael (FEMA DR-4399, 4400)	2018	13	24 hours prior to NTP	1,300
Hurricane Florence (FEMA DR-4393, 4394)	2018	13	48 hours prior to NTP	989
Hurricane Maria (FEMA DR-4339)	2017	1	Within 24 hours of NTP	1,200
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	Within 12-24 hours of NTP	1,600
Hurricane Harvey (FEMA DR-4332)	2017	6	Within 12 hours of NTP	200
Hurricane Matthew (FEMA DR-4283-86)	2016	17	48 hours prior to NTP	600
Louisiana Severe Flooding (FEMA DR-4277)	2016	2	24 hours prior to NTP	440
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	Within 48 hours of NTP	55
Winter Storm Pax (FEMA DR-4166)	2014	6	Within 48 hours of NTP	475

Successful Reimbursement Assistance

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures. We have a comprehensive understanding of how agencies at the federal, state, and local levels coordinate.

5.5+
billion in federal grant funding

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. We will exercise judgment and expertise by making every effort to limit services to those that will provide maximum reimbursement. Thompson encourages transparency with clients at every stage of the recovery process and will notify the City if at any time services provided may be ineligible for reimbursement.

Thompson's proposed team has assisted some of the largest government agencies impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

Hurricane Matthew & Irma – Florida, 2016 & 2017: Thompson's grant management consulting activations were spread across Florida from the Gulf to Atlantic coasts following Hurricanes Irma and Matthew with clients including the City of Ormond Beach, City of Daytona Beach, Volusia County, City of Lakeland, the Solid Waste Authority of Palm Beach, and the City of Fort Lauderdale. Thompson was tasked with documentation reconciliation, project development, cost estimating and closeout support for more than $100M in FEMA Public Assistance reimbursement claims and assisted clients with the preparation of projects for both emergency and permanent work, including building repairs, large debris removal claims and complex Category B force account emergency protective measure projects.

Hurricanes Laura, Sally & Zeta – Louisiana, Alabama & Florida, 2020: In the midst of the COVID-19 Pandemic, numerous Thompson clients were impacted by multiple hurricanes over a two-month period. In addition to Grant and Winn Parishes, Louisiana, both Orange Beach, Alabama and Escambia County, Florida were significantly impacted and suffered widespread debris, significant emergency protective measure costs and permanent damages. Thompson provided damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to support activations across the three states accounting for disaster recovery funding totaling over $160M.

Hurricane Ian & Tropical Storm Nicole, 2022: The State of Florida suffered from the impacts of Hurricane Ian and Tropical Storm Nicole which occurred within months of each other and caused widespread damage. Thompson simultaneously assisted 28 of our clients in their debris removal operations and provided FEMA Public Assistance services including damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to Brevard County, City of Fort Lauderdale, City of Port Orange, and the City of Ocoee.

Wildfire Support New Mexico, 2023: Following devastating wildfires that spread across New Mexico, the New Mexico Department of Transportation (NMDOT) selected Thompson to provide program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows that impacted the State. To date, Thompson has assisted the New Mexico Department of Transportation (NMDOT) with over $64M in disaster related costs. This support has expanded to support cost recovery for State highways ($49M) as well as Mora and San Migel Counties ($10M), and cultural organizations including the New Mexico Acequia Association. As part of full-service grant management services, Thompson is also assisting the NMDOT with a $25M FEMA Claims Office request related to State Highway damages.

Hurricane Helene & Milton, 2024: The Southeastern United States suffered severe and widespread destruction following back-to-back Hurricanes Helene and Milton. Thompson was activated by over 58 clients across Georgia, South Carolina, Florida, North Carolina, and Tennessee to provide debris monitoring, program management, and FEMA Public Assistance grant management services. Our grant management services included damage assessment, cost estimating support, invoice reconciliation, and project worksheet development submittal accounting for the reimbursement of over $476M.

FEMA Performance Record

Thompson is proud to have a **100%** success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients. ***Thompson will remain available and on standby to support the City throughout the audit process and assist the City in recovering funding for all eligible work.***

SECTION 3
Operational Plan

Our Understanding

The City of Ocoee, Florida (City) encompasses 16.67 square miles in Orange County, bordered on the northwest by Lake Apopka. Due to its natural and built environment, the City is highly vulnerable to the impacts of future debris-generating disasters such as hurricanes, tropical storms, floods and tornadoes. As such, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson has served as the City's standby debris monitoring firm since 2019 and was activated to support the City following Hurricane Ian in 2022 and Hurricane Milton in 2024. Thompson understands the City's unique operational needs and the challenges the City may face prior to and following a future disaster. Furthermore, we have the capacity to provide a dedicated project team and the capacity to deliver an unparalleled level of service to the City following a future event. We will use what we have learned from previous disaster recovery projects in the State of Florida and throughout the United States to improve the efficiency of the debris removal program, reduce the overall cost of the various debris removal programs, and expedite the City's recovery following a future disaster event.

Utilization of Technology Solutions

Thompson's Automated Debris Management System (ADMS)

13+
years of TDMS deployments

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software, and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Each major component of TDMS is summarized below:

TDMS*mobile*: is an ADMS hardware solution that provides clients with the option to manage and monitor debris recovery missions electronically in the field utilizing a handheld device and hip printer. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. TDMS*mobile* also has disconnected architecture and is fully operational in a post storm environment where cellular networks are compromised or destroyed.

TDMS*web*: is a web-based application that serves as the backbone of the TDMS for storage and data management. TDMS*web* provides access to viewing, querying, sorting, reporting, mapping, and

managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.

TDMS*maps*: is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. TDMS*maps* provide full access to live maps, progress maps, and query maps, which assist in the evaluation of progress, assignment, or re-assignment of crews and provide graphical information to make debris management decisions that support effective and efficient operations. Thompson can tailor progress and real-time operation mapping to meet the needs of the project.

TDMS*portal*: is a web-based portal that serves as the client and contractor information center for contract documents, project costs, electronic tickets, accounting transactions and invoices. ***TDMSportal will be the City's secure and single sign-on resource to access all project data and documentation.*** TDMS*portal also* provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increases visibility between the applicant, Thompson, and the debris contractor.



real-time access to data

Through the implementation of these technologies, TDMS limits the propensity for human error, fraud, data entry error, and reconciliation challenges, resulting in efficiencies, increased accuracy, and cost savings. ***Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.***

Successful Deployment History

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since **2012**. TDMS can be utilized for a variety of programs and activities, including but not limited to: truck certification; right-of-way (ROW collection; hazardous tree work (L/H/S); private property debris removal (PPDR); demolitions; haul out/disposal; project and data administration; and monitor role and time management.

TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). The following list includes a summary of each disaster incident, and the number of handheld units deployed.

Table 3-1: TDMS Deployments

Disaster	Units Deployed	Disaster	Units Deployed
2024 Hurricane Milton	1,040	2019 Hurricane Dorian	91
2024 Hurricane Helene	1,729	2018 Hurricane Michael	1,300
2024 Hurricane Debby	103	2018 Hurricane Florence	235
2024 Hurricane Beryl	963	2017 Hurricane Maria	375
2024 TX Severe Storms	362	2017 Hurricane Irma	1,200
2023 Hurricane Idalia	83	2017 Hurricane Harvey	400
2022 Hurricane Ian	2,015	2016 Hurricane Matthew	876
2021 KY Sever Winter Storm	689	2016 Louisiana Flooding	330
2020 Hurricane Delta	61	2015 South Carolina Flooding	180
2020 Hurricane Zeta	343	2014 Winter Storm Pax	475

Disaster	Units Deployed	Disaster	Units Deployed
2020 Hurricane Sally	1,619	2012 Hurricane Sandy	100
2020 Hurricane Laura	438	2012 Hurricane Isaac	12

Thompson maintains over **3,500** TDMS*mobile* units on hand and has access to additional units within **24** hours of notification when necessary. In addition, TDMSmobile can operate on both Android and Apple devices further strengthening our ability to access additional units even during disaster conditions or global supply chain issues. Thompson's TDMS*mobile* devices have been deployed successfully over the last **13** years, and Thompson will be able to provide the City with paperless ticketing from day one of debris removal operations.

GIS Mapping Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information, such as project boundaries and roadway maintenance responsibility designations (e.g., local vs. state roadways).

Figure 3-1: Road Responsibility Designation Map



Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we can integrate data collected through ESRI's Survey123 and Field Maps for display in ArcGIS applications (Web Mapping Applications, Dashboards, or StoryMaps).

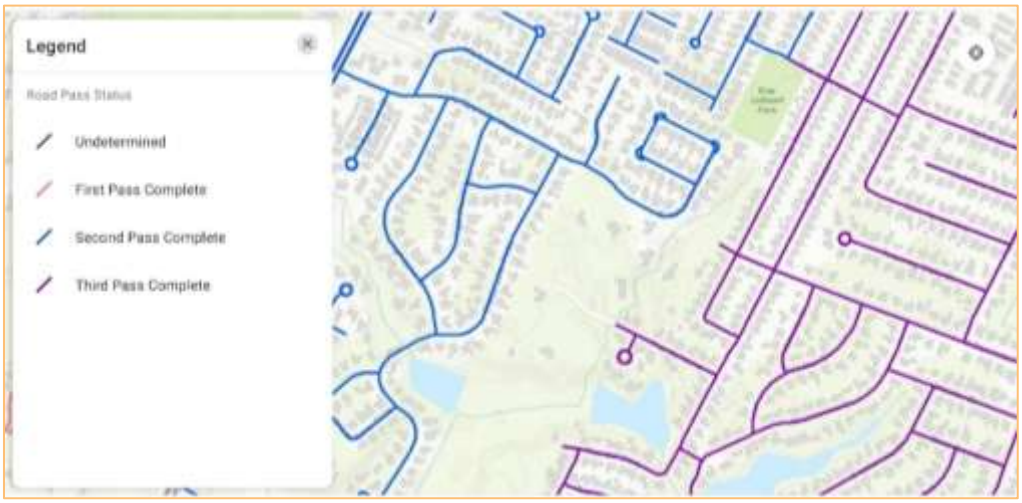
TDMS*maps* is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities and is available to our clients through TDMS*portal*. Thompson's clients have full access to a variety of live maps, progress maps, and query maps, and can be tailored to the needs of the City.

Pass, Progress, and Activity Mapping

Progress and pass mapping, which geographically present debris removal contractor activity, is a valuable tool for our clients, the contractors, and the community. The ability to show which roadways

debris removal crews have performed collection allows the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.

Figure 3-2: Road Clearance Pass Map



Progress maps can be URL/web-based and shared with the public to communicate debris removal activity. Zoom functions within the map can provide street-level detail.

Debris monitor activity maps depict, in real-time, where monitors are documenting debris removal. Zoom features provide street-level view and ticket details including date, time, location, debris collection type, and quantity. Activity maps can also be searched by exact street addresses to check progress.

Figure 3-3: Daily Debris Monitor Activity Maps





Dashboards

Thompson can also create a GIS Operations Dashboard that displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc. Dashboards can be created for a variety of debris removal programs, including private property debris removal.

Figure 3-4: Punch List and Pass Map Dashboard



Approach to Debris Removal Monitoring

Maximizing Reimbursement

Thompson's approach to providing disaster debris removal and disposal monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools, and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects.

This approach is applied throughout all contract activities and all phases of the disaster preparedness, response, and recovery program for disaster debris removal monitoring.

Figure 3-5: Disaster Debris Removal Monitoring Phase and Task Summary



Non-Event / Preparedness and Planning

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City.

In addition, Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is provided below.

- Disaster Debris Management Plans (DDMP)
- FEMA Public Assistance (PA) Training
- Identification of Debris Management Sites (DMS)
- Procurement Assistance
- Public Information
- Mitigation Planning and Support
- Comprehensive Emergency Management Planning
- Executive Guidance to Commissions, Boards, and Panels

Post-Event / Disaster Debris Removal Monitoring Operations

Thompson has functionally organized our disaster debris removal monitoring operations by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on disaster specific challenges. Our tasks and task approach can be modified and scalable and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table 3-2: Mobilization Timeline

Task	Mobilization Time
Mobilization	
Program Management	Immediately following NTP.
Damage Assessment	12-24 hours following notice-to-proceed (NTP)
Onboarding and Training of Employees	12-24 hours following NTP
Debris Program Implementation	
Health and Safety Plan Implementation	12-24 hours following NTP
Measure and Certify Trucks by FEMA PAPPG Standards	12-24 hours following NTP
Deploy Field Supervisors / Field Supervisors	12-24 hours following NTP
Deploy Loading Site Collection Monitors	24-48 hours following NTP
Deploy Debris Management Site Monitors	24-48 hours following NTP
Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	24-48 hours following NTP

Task	Mobilization Time
Perform Special Debris Removal Programs (e.g., private property debris removal)	TBD, based on input from FDEM and FEMA
Data Management	
Accumulate and Review Daily Field Data (QA/QC)	Onset of debris collection activities
Reporting and Progress Mapping	On-going throughout recovery operation
Reconcile Contractor Invoices	On-going throughout recovery operation

Mobilization

Mobilization | Program Management

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt a notice-to-proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. Upon receipt of a notice-to-proceed, Thompson will deploy Project Quality Assurance and Project Administrative initiation teams to the City.

The Project Quality Assurance Team will consist of the Project Manager and an appropriate number of Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all field staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Motor Vehicle record checks
- Debris Monitor Training
- Health and Safety Plan Implementation

Collaboration with the City: Immediately following notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. Thompson will need the following information from the City prior to or upon mobilization:

- Points of Contact
- Copy of contract between City and debris removal contractor(s)

- GIS shapefiles
- List of priority roads
- Preferred debris removal zones (if available)
- Any inter-local agreements or memoranda of understanding with State, County, or other municipalities

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team members will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Resource and Budget Estimates: Thompson provides a dedicated project team to ensure that each debris removal program is managed and documented properly to maximize available federal reimbursement. Additionally, the use of an Automated Debris Management System (ADMS) significantly reduces the quantity of hours and positions required to deliver FEMA compliant monitoring services including post-event activities such as assembling, documenting, and submitting supporting reimbursement documentation for FEMA claims and other grant-funding sources. The savings recognized are through the reduction of the number of staff required for supervisor and assistant (administrative and financial) positions.

> *A key differentiator of Thompson is our best management practices coupled with our ADMS technology which allow us to provide industry leading field monitoring and documentation with minimal administrative costs passed on to the client.*

The total amount of debris generated by any disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Following a disaster event that impacts the City, Thompson will work with the City and the City's debris removal contractor to develop a debris estimate based on the event, scope of work necessary to clean-up the debris, and budget to monitor the actual quantity of equipment that the contractor has pledged to execute the scope of work. Thompson's Automated Debris Management System (ADMS), the Thompson Data Management Suite (TDMS), will allow the City access to near real time financial encumbrances and project progress that can be tracked via the internet. ***To date, we have observed cost savings to our clients ranging from 20-30 percent with the use of our ADMS solution.***

FEMA and State Agency Coordination: To the extent that it is required by the City, Thompson will serve as a liaison between FEMA, FDEM, and other public entities to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). Thompson will work with the City, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific

Guidance (DSG) issued from FEMA into the City's debris removal efforts and proactively create a positive working relationship with participating stakeholder regulatory agencies.

Public Information Support: Thompson has a variety of resources and tools to assist the City's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate City staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bringing debris to the right-of-way, anticipated collection start, progress and end dates, and notification of special debris collection programs available to the public.

Thompson can also utilize our technology solutions, including our enhanced mapping capabilities, to provide project data summaries including debris types and collection totals as well as URL/web-based maps and dashboards that the City can share with the public.

As part of Hurricane Ian recovery efforts, Lee County, Florida, wanted to provide a public facing website to update residents on recovery progress. Working closely with the County, Thompson provided data and mapping information that was displayed through a public dashboard hosted by the County and available to citizens online and through mobile devices.



Thompson can also establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractors(s). All complaints will be provided to the project management team for a resolution with the debris contractor. Thompson will provide a log of inquiries and complaints and their resolution to the City Project Manager on a weekly basis.

Mobilization | Debris Removal Contractor Coordination

Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and their debris removal contractors. Immediately following a notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

Identification/Confirmation of Equipment Staging Area: If a staging location is identified during planning sessions and the site is compromised/unavailable due to the event, Thompson will work with the contractor to identify an area outside of the impacted zone to stage equipment and begin equipment certification.

Emergency Push: Thompson will work with the City and contractor(s) to ensure that all hours and activities are well documented to substantiate FEMA reimbursement. Thompson will also work to expedite 70-hour push activities, focusing on the City's list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.

Zone Assignment to Contractors and Subcontractors: Thompson will work with the debris removal contractors to coordinate and schedule the appropriate number of crews for each pass. Zone parameters will be entered into TDMS to generate detailed reports by zone, contractor, debris type, etc.

Distinct Field Management Based on Authorized Scopes of Work: ADMS will be configured to discreetly document and manage multiple contractors and the type of debris that has been approved for collection. For example, if a contractor is tasked only with the collection of vegetative debris, the ADMS devices will only be configured to that specific debris type. A monitor will not be able to issue a ticket for C&D debris if the hauler has only been approved to collect vegetative debris.

DMS Permitting: Thompson will ensure that each contractor obtains environmental authorization and/or permits for DMS sites. Thompson will also work with each contractor to obtain copies of permits for final disposal locations.

Mobilization | Damage Assessment

At the direction of the City, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- Identifying damaged facilities
- Documenting damages
- Documenting work and cost
- Other Considerations (codes and standards, repair vs. replacement, hazard mitigation etc.)

All damage assessment documentation will be captured, digitized, and managed using TDMS. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.

Estimation Methodology: For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris-estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of ± 30%.

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and unmanned aerial systems assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals with the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Unmanned aerial systems assessments are important because they provide Thompson with the ability to gauge the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Mobilization | Onboarding and Training of Employees

Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs no matter the operating climate. Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the City within 24 hours of receiving a notice-to-proceed and will make every effort to hire residents from impacted communities within the City to serve as debris monitors.

2,500+
field staff recruited & hired following Hurricane Ian

Following an event, Thompson will establish a location within or near the City of Cape Coral from which to perform recruiting, onboarding, and training. Thompson knows that immediately following a disaster incident, access to a project operations office and communications infrastructure is critical to building a local workforce. However, with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions. We can implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a stand-alone communication center. Thompson's mobile field office is also beneficial when trying to onboard field personnel and establish field operations in remote locations.

Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, and Hurricane Ian in 2022.

These activities will be coordinated and supported by our headquarters in Maitland, Florida. Thompson will also make every effort to hire residents from within the City to serve as debris monitors**.** This effort will help skilled residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA Public Assistance Program and Policy Guide, FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management sites (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, FDEM, FDEP, and FEMA

Ability to Onboard & Train within 48 Hours: Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to

proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors.

The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained and safe local hires within 24 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice-to-proceed.

Table 3-3: Local Hire Task Summary

Task	Mobilization Time
Non- event local hire recruiting	Year-round
Local hire recruiting (activation imminent or issued)	48-72 hours prior to landfall (known event)
Driver motor vehicle record check	12-48 hours
Health and safety training	12-48 hours
Debris collection and disposal monitor training	12-48 hours
TDMS – debris management system training	12-48 hours
Issuance of personnel protective equipment (PPE)	First day of field operations for each monitor
Project is fully staffed	< 72 hours

Thompson stands prepared to meet the needs of the City and has a proven ability to deploy more than 100 monitors within 24 hours of initial activation. Following Hurricane Ian in Florida, Thompson on-boarded, trained and deployed more than 2,500 monitors to support client needs during the first 24-hours of operations, while also deploying experienced field supervisors and operations managers across the State in preparation for truck certification and regular debris removal activities. Over 1,570 field monitors were hired and trained in Lee County alone. ***To date, Thompson has on-boarded more than 10,750 debris monitoring staff, nearly 3,000 of whom are Florida residents.***

Debris Program Implementation

Debris Program Implementation | Health and Safety Plan

Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

Thompson will implement a Health and Safety Plan (HSP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HSP will establish that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide a hard hat, reflective vest, safety glasses, and hearing equipment to collection and disposal monitors and field supervisors.

In addition, Thompson will ensure that all collection and disposal monitors and field supervisors report to work with a cell phone, protective shoes, long pants, hot, cold, and/or wet weather gear, sunscreen, and a supply of bottled water.

Debris Program Implementation | Truck Certification

In accordance with FEMA PAPPG standards, Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions, and unit rates in City's debris removal contract. To comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid truck registration
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number affixed to each side of the debris removal truck.

Debris Program Implementation | Deploy Field Supervisors

10:1
monitor to supervisor ratio

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are documenting the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by collection monitors to substantiate debris removal operations
- Identify, address, and troubleshoot any questions or problems that could impact work safety and eligibility
- Suggest methods to improve the efficiency of collection and removal of debris

Debris Program Implementation | Deploy Field Monitors

Debris Loading Site Collection Monitors: Thompson will deploy a debris removal collection monitor for each piece of loading equipment deployed by the Contractor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City property and other collection zones identified and approved by the City. The Collection Monitor will perform all services outlined in the City's scope of services.

Hazardous Leaning Tree, Hanging Limb, and Stump Removal Monitors: Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with right-of-way (ROW) debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that

hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates.

Debris Management Site Disposal Monitors: Thompson will work with the City and their contractor(s) to establish the appropriate number of debris management sites (DMS) required and staff each site with trained DMS Disposal Monitors. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors will remain in contact with Field Supervisors and report any issues at the DMS site immediately.

Debris Program Implementation | Thompson's Staff Scheduling & Time Tracking System

Thompson has developed a timekeeping module through our ADMS where field staff scan their badge, which is assigned to them following onboarding and training, to "check-in" and "check- out" each day. This data is populated to a timecard that is reviewed and approved by Thompson Field Supervisors. All of Thompson's time will be organized by debris program, task, and labor position and we can organize invoices and back-up to meet the needs of the City while satisfying FEMA reimbursement requirements.

Monitor Onboarding: Once local applicants have successfully completed the new hire paperwork, they will participate in comprehensive training on FEMA policy, debris monitoring responsibilities, and job site safety. Upon completion of required training, Thompson will onboard each new hire using their government issued driver's license and take a photograph using an onboarding ADMS device. The information will be uploaded into TDMS and the employee's personal identification information will be encrypted in a unique QR code. Thompson will print the badge with the photograph and encrypted QR code and give it to the monitor prior to project/location assignment.

Timekeeping QA/QC: After operations conclude each evening, Thompson Field Supervisors will perform QA/QC on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

Debris Program Implementation | Damage Complaint Tracking

Mitigating Damages: Thompson will proactively work with debris removal contractor(s) to discuss operational conditions to mitigate damages. Collection and Disposal Monitors are trained to identify and notify the debris removal contractors of potential damage before they occur. Thompson can also appoint a Field Supervisor dedicated to receiving and documenting damages that occur and are reported from the Collection and Disposal Monitors.

Documenting Damages: Collection and Disposal Monitors and Field Supervisors will be trained on the process for reporting and documenting damages, in addition Thompson will also appoint a dedicated Field Supervisor to each work zone for receiving damage reports and documenting all required information to track the incident from occurrence through resolution, including photographs, descriptions, and GPS coordinates.

Tracking Damages: Thompson will assign a unique work order number to each damage complaint and will track the work order by the GPS coordinate of the complaint. A map will be maintained of all damage related work orders showing the status (identified, verified, and resolved) of each incident.

Thompson will maintain the following information for each damage complaint work order and organize work orders by service area:

- Work order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions by responsible party
- Photographs/other evidence of repair
- Cost summary, if available

Debris Program Implementation | Special Debris Removal Programs

The damage caused by major debris events including hurricanes, tropical storms, tornadoes and flooding often create the need for special debris removal programs which include, but are not limited to:

- Private property debris removal (PPDR)
- Debris removal and restoration of waterways and canals
- Debris removal from parks and recreation trails
- Vehicle and vessel recovery and disposal
- Hazardous waste and contaminated debris management
- Debris removal from storm drains and catch basins

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, FDEM, FDEP, NRCS, USACE, and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed of in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (e.g., linear foot)
- Ensuring vehicles and vessels are abandoned, i.e., the vehicle/vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Private Property Debris Removal (PPDR) Monitoring: Thompson has extensive experience in developing and implementing private property debris removal (PPDR) programs, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten (10) years.

Thompson will review local ordinances and design a PPDR program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Florida, California, Puerto Rico, Texas, Alabama,

Mississippi, and Louisiana. To ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical to establish legal authority and FEMA eligibility.
- Establish multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that residents in need can participate in the program.

Upon review and approval of a proposed PPDR program by the City, FDEM, and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation review / approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

All PPDR documentation is managed through multiple elements of TDMS, including organizing and storing program and property documentation, mapping, and property status and program statistics.

Figure 3-6: TDMS*web* Management and Administration of PPDR Documents

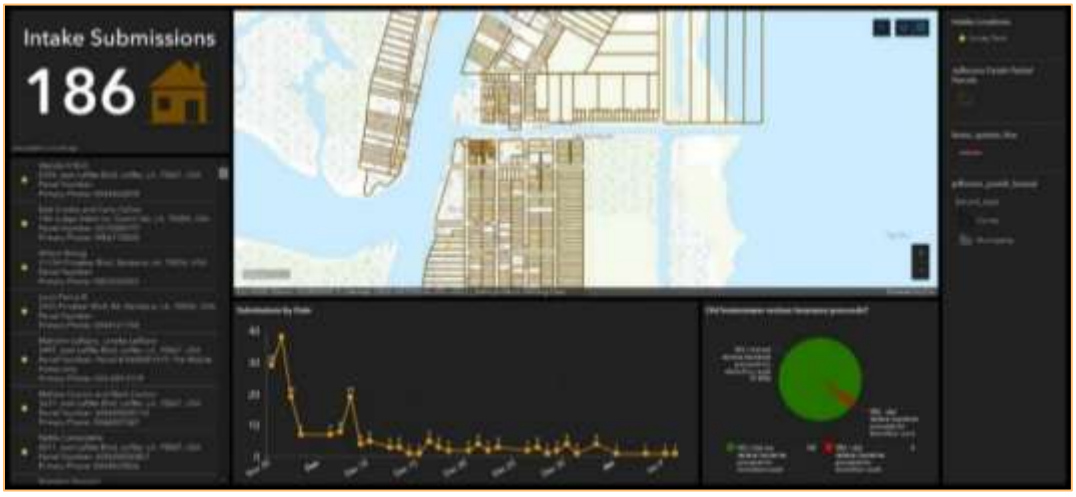


Figure 3-7: PPDR Applicant Intake Dashboard



Data Management

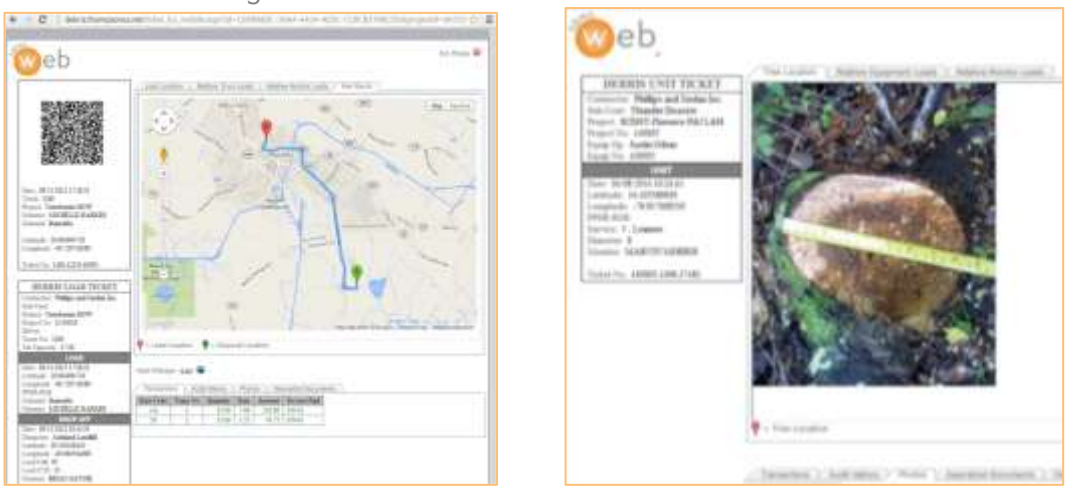
Thompson utilizes technology as an integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting.

Data Management | Quality Control / Quality Assurance

Debris collection and disposal information generated from tickets created in the field utilizing TDMS*mobile* is uploaded into a secure electronic disaster debris data management system, TDMS*web*, that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collection and disposal location. This information is reviewed daily through Thompson's quality assurance/quality control (QA/QC) queries and parameters which check of irregularities and outliers. Such queries and parameters include:

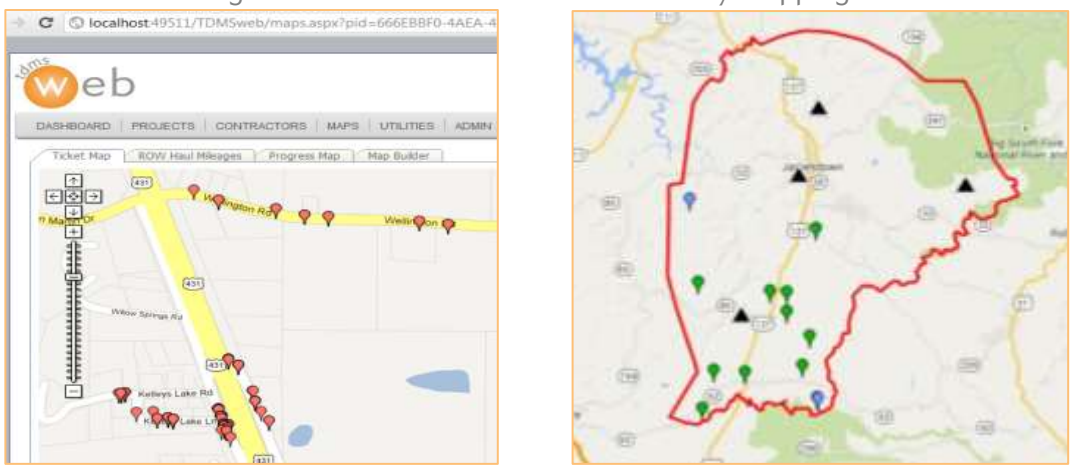
- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Figure 3-8: Ticket Data Presented in TDMS*web*



Thompson will also plot daily collection activities using GIS software to review collection locations against eligible City boundaries to ensure collection occurs in designated work zones.

Figure 3-9: Ticket Location and Boundary Mapping



Data Management | Reporting

Thompson collects a large amount of information from field operations and can provide a variety of reports, maps, and dashboards to summarize this information. We develop and manage all reports in-house and can customize each product based on clients' reporting needs and program configuration.

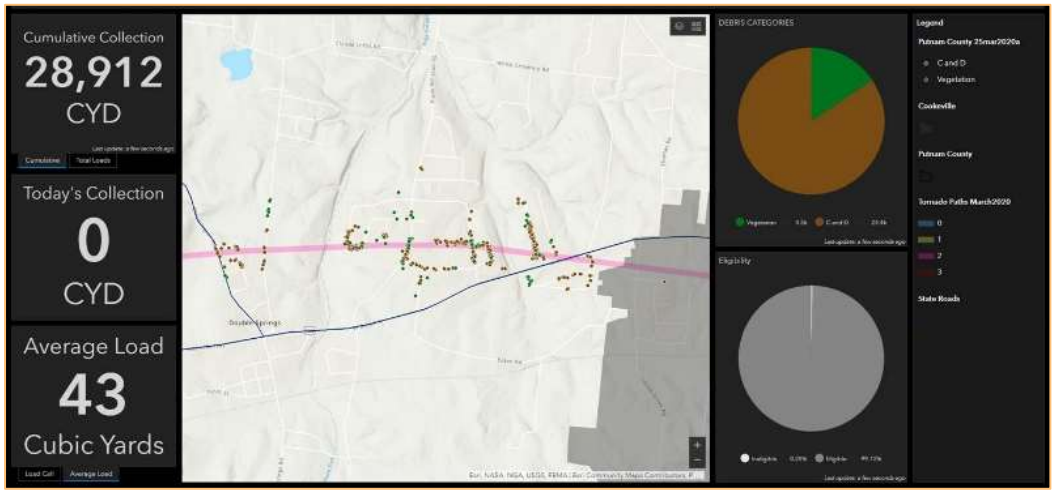
Daily Debris Collection Report: Thompson's Daily Debris Collection Report is produced each day and summarizes the previous day's field activities as well as providing project metrics and trend reporting. This can include daily and cumulative haul totals or unit counts for each type of debris collected along with several other totals and statistics including but limited to:

- Date of reporting, client, disaster number, project, and contract number
- Summary of the previous day's activities
- Number of contractor certified equipment in field
- Total number of monitors in the field
- Minimum, maximum, average load size
- Average load call percentage
- Days from debris removal start date
- Days from FEMA Disaster Incident start
- Disposal locations with debris totals

The main body of the report contains standard reporting metrics to meet the requirements of FEMA, however, Thompson can adjust the Daily Debris Collection Report to also meet the needs of any additional contractual (e.g., requirement of minimum contractor trucks in field within a certain hours/days' timeframe) or local needs (e.g., collection or political zones or districts).

GIS Mapping and Dashboards: Thompson can also provide project data through GIS mapping and dashboards that also display real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc.

Figure 3-10: Project Operations Dashboard



Our goal is to provide efficient and effective insight into the debris removal and recovery operation through a customized approach to avoid submitting an unnecessary or overwhelming amount of "off the shelf" reports.

Field Documentation: Thompson captures a variety of physical and digital field documentation through logs and our automated debris management system. Unique to Thompson, our process retains one physical copy of the electronic receipts created at the disposal site or in the field for unit rate work. These paper copies are housed with the other paper field logs throughout the life of the project as a backup for any technical issue that may arise in the field. Additional copies of the paper ticket are provided to the truck driver, scale house (if applicable), and the debris contractor representative.

TDMS*portal*: A main component of TDMS, the TDMS*portal*, serves as the client and contractor information center. TDMS*portal* provides real-time access to project-related documents and data, including but not limited to: contract documents; environmental permits; truck certifications; ticket and image details; daily reports; maps (live, progress, pass, roadway); and contractor invoice packages.

Data Management | Invoice Reconciliation

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. For contractor payments to be verified as accurate and correct, Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time, and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include a copy of the contractor invoice, invoice back-up organized by program, date, service type, contract line item, and location, summary of discrepancies identified, a payment recommendation report, and a cover letter summarizing the reconciliation findings and payment recommendation.

Closeout

Thompson's team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners and implementers who maintain an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

FEMA PA Worksheet Development

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with FDEM officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e., indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the City receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, FDEM, and FEMA, Thompson will seek to expedite City's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support.

Audit Ready Documentation

Throughout the duration of the project, the City will be provided with access to TDMS*portal*, which will include all project documentation and reports required by FEMA for review. Thompson's documentation process mirrors the FEMA GrantsPortal to expedite the submittal and review process.

For example, all reconciled invoices are delivered to the City for submission to FEMA as audit ready packages which include the contractor invoice, all supporting data in MS excel, Thompson's payment recommendation, and an Adobe PDF of all associated load and unit tickets. Upon project completion, Thompson will provide the City with a final report that captures all reconciled cumulative project totals, with quantities broken out by debris type, DMS site, and final disposal location. A separate cost report, broken out by contract line item, will also be provided at project completion.

Audit Support

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

SECTION 4
Price Proposal

Thompson has completed and included Exhibit C – Price Proposal Form, in the subsequent pages of this section.

EXHIBIT "C"
PRICE PROPOSAL FORM FOR RFP #25-0007 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT

This will be a firm, fixed-price Contract and the Scope of Services to be completed by Contractor as defined in this RFP consists of specific tasks. Compensation for the work tasks stated herein shall be in accordance with the following Price Proposal:

Item	Hours*	Hourly Rate**	Total Price
Project Manager	40	$ 65.00	$ 2,600.00
Operations Manager	80	$ 50.00	$ 4,000.00
Data Manager	80	$ 59.00	$ 4,720.00
Field Supervisor	160	$ 49.00	$ 7,840.00
Environmental Specialist	40	$ 50.00	$ 2,000.00
Field Monitor (loading)	2,000	$ 31.50	$ 63,000.00
Tower Monitor	1,000	$ 31.50	$ 31,500.00
Data Entry Clerk (QA/QC)	500	$ 18.50	$ 9,250.00
Billing Invoice Analyst	160	$ 18.50	$ 2,960.00
Scheduler/Expediter	80	$ 18.50	$ 1,480.00
Drop-Off Monitor	500	$ 26.50	$ 13,250.00
GIS Analyst	80	$ 55.00	$ 4,400.00
Senior PA Grant Manager	80	$ 120.00	$ 9,600.00
PA Grant Analyst	160	$ 110.00	$ 17,600.00
PA Grant Specialist	160	$ 65.00	$ 10,400.00
Administrative Assistant	80	$ 35.00	$ 2,800.00
Field Monitor with EDMS HHU	1,000	$ 37.00	$ 37,000.00
Tower Monitor with EDMS HHU	1,000	$ 37.00	$ 37,000.00
		Total:	**$** $ 261,400.00

*Hours will be used to calculate the total price of these items for evaluation purposes and are no guarantee of actual quantities requested. Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by the City.

**If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal. In the case of a discrepancy between the hourly rate and total cost, the hourly rate shall prevail.

**Hourly rate shall include all overhead, profit and expenses to provide the requested service. All costs for travel, per diem, equipment, safety gear, office space, supplies and other costs shall be included in the hourly rates.

Other Required Positions – The Respondent may include other positions with hourly rates and attach job descriptions for each position. Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Proposal Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Company Name: Thompson Consulting Services, LLC Date: 5/29/2025

Signature: _____

Print: Jon Hoyle Title: President

SECTION 5
Forms

Thompson has completed and included the following forms in the subsequent pages of this section:

- Bid Security[1]
- Surety Company Letter of Intent
- Summary of Litigation
- Subcontractor & Equipment Listing
- References
- Exceptions
- Exhibit F – Company Information / Signature Sheet
- Exhibit G – Drug-Free Workplace Certification
- Exhibit H – Conflict of Interest Disclosure Form
- Exhibit I – Non-Collusion Affidavit
- Exhibit J – Certification of Nonsegregated Facilities
- Exhibit K – Certification Regarding Scrutinized Companies' Lists
- Exhibit L – Huma Trafficking Affidavit
- Exhibit M – Company Not and Entity of Foreign Country of Concern
- Exhibit N – Contractor's E-Verify Affidavit
- Exhibit O – Sam.Gov Registration Information
- Exhibit P – Byrd Anti-Lobbying Amendment Certification

[1] Thompson has included a copy of the Bid Security within our proposal response and submitted the original Bid Security to the City, as requested.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Ocoee, Florida
Finance Department/Purchasing
Attn: Shannon Hopper, CPPB – Purchasing Technician II
1 N. Bluford Avenue
Ocoee, FL 34761

BOND AMOUNT: One Thousand and 00/100 ---------- Dollars ($1,000.00)

PROJECT:
(Name, location or address, and Project number, if any)
RFP #25-007
Emergency-Disaster Debris Monitoring Services Term Contract

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of June , 2025

THOMPSON CONSULTING SERVICES, LLC LIMITED LIABILITY SEAL 2011 Delaware COMPANY

Thompson Consulting Services, LLC
(Contractor as Principal) *(Seal)*

(Witness)

(Title) President

Western Surety Company
(Surety) *(Seal)*

(Witness)

(Title) Susan Skrmetta, Attorney-In-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lisa R Butler, Joseph Russell Beattie, Lessie Ryan Anderson, Debbie Lynn Dunaway, Dewey B Mason, Troy P Wagener, Kathleen Sca rborough, Susan Skrmetta, Patrick Thomas Mason, James E Brashier, Individually, of Gulfport, MS
Ross Bell, Mary J Norval, David Robin Fortenberry, Kim Barhum, Individually, of Hattiesburg, MS
Sharon Tuten, Chris Boone, Charlotte Ramsey, Individually, of Jackson, MS
John Nance, Individually, of Tupelo, MS
Julie C Livingston, Jennifer S Roberts, Individually, of Montgomery, AL

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of November, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of November, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of June , 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. 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, and 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

CNA SURETY

Nashville Branch Office
6 Cadillac Drive Suite 280
Brentwood, TN 37027

Ryan Esrael
Underwriter
Telephone 615-886-3407
Facsimile 615-886-3156
Ryan.esrael@cnasurety.com

May 22, 2025

City of Ocoee, Finance Department/Purchasing
Attn: Shannon Hopper, CPPB – Purchasing Technician II
1 N. Bluford Avenue
Ocoee, FL 34761

Re: RFP No. 25-007 Emergency-Disaster Debris Monitoring Services Term Contract

To Whom It May Concern:

We are writing to you at the request of our customer, Thompson Consulting Services, (Thompson). It is our understanding that Thompson is interested in responding to the above captioned RFP.

CNA, through our subsidiary, Western Surety Company, provides surety credit to Thompson. The company's financial strength and consulting expertise are both outstanding, as is their history of successful project completion. Single project bonding capacity is in excess of $10MM with total bonding capacity in excess of $20MM. If Thompson is awarded work under the RFP, it would be our current intention to provide bonding as needed based on a mutually satisfactory contract.

Western Surety Company is an approved surety by the United States Department of Treasury, is authorized to do business in the state of Florida, and carries an AM Best rating of A XV.

Any arrangement for bonds required by the contract is a matter between Thompson and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds.

Please feel free to contact me with any questions you may have in regard to this letter.

Very truly yours,

Ryan Esrael

Ryan Esrael
Underwriter

Nashville

RFP #25-007 GENERAL TERMS & CONDITIONS

1. BID SECURITY

a) Each proposal must be accompanied by a Cashier's/Certified Check or Company Check upon an incorporated bank or trust company, **or** a Bid Bond in an amount equal to ONE THOUSAND DOLLARS ($1,000.00). A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. Checks will be deposited by the City. The cashier's check, company 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.

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, CPPB, Purchasing Technician II, 1 N. Bluford Avenue, Ocoee, FL 34761**;** failure of a Respondent to provide the original bid security shall 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 & PAYMENT BOND

Provide a Letter of Intent from a qualified surety company indicating the Respondent's bonding capacity for this project (performance and payment bond) and the surety's willingness to issue such a bond that is in compliance with Florida Statute 255.05 in an amount in an amount equal to or greater than the amount of the original contract. The Contractor shall, without expense to the City, and within five (5) days of a written Notice to Proceed issued by the City for the commencement of any services (not at the time of contract signing), furnish a 100% Performance and Payment Bond on the form provided in this RFP as security for the timely performance and payment of its services. Said performance and payment bonds will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) and **shall be submitted on the attached form**. (See

Exhibit B1 & B2.) All premiums for the performance and payment bonds shall be paid by the Contractor. The performance and payment bonds shall be written by a surety company listed on the U.S. Treasury, Fiscal Service, Bureau of Governmental Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies" and approved by the City. NOTE: Only the successful Respondent who enters into a contract with the City is required to supply a performance and payment bond within five (5) days of a written Notice to Proceed issued by the City for the commencement of services under this contract.

3. PATENT INDEMNITY

Except as otherwise provided, the successful Respondent 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 Respondent 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 Respondent 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.

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.
a) 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 to be awarded to the overall most responsive and responsible Respondent according to the evaluation criteria listed in this RFP, to include a successful reference check. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. 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.
4. The bid protest shall be filed with the Purchasing Agent 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.
5. The Purchasing Agent, 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) Each 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 this RFP, including the RFP Exhibits and Federal Requirements, for the initial period of three (3) years with two (2) separate automatic one (1) year renewal terms. The contract may be optionally renewed for an additional one-year period at the option of the City after the completion of the renewal terms.
a) 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 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 Respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Submit 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. **Submit attached form with proposal.**

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. 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.

19. 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.**

20. 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.**

21. 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 - **Submit attached affidavit with Proposal**

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.

22. SCRUTINIZED COMPANIES:

Respondent certifies that the company is not participating in a boycott of Israel. Respondent certifies that 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, as amended from time to time. In the event that Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, 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. Respondent 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 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. **Submit the attached Form with proposal.**

23. SMALL, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESS, AND LABOR SURPLUS AREA FIRMS:

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

24. 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.

25. STANDARD INSURANCE REQUIREMENTS:

Contractor 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
   - $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

3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: 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 Contractor's policy, as specified above.

4) Owner's Protective Liability Insurance: **N/A for Debris Monitoring 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 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.

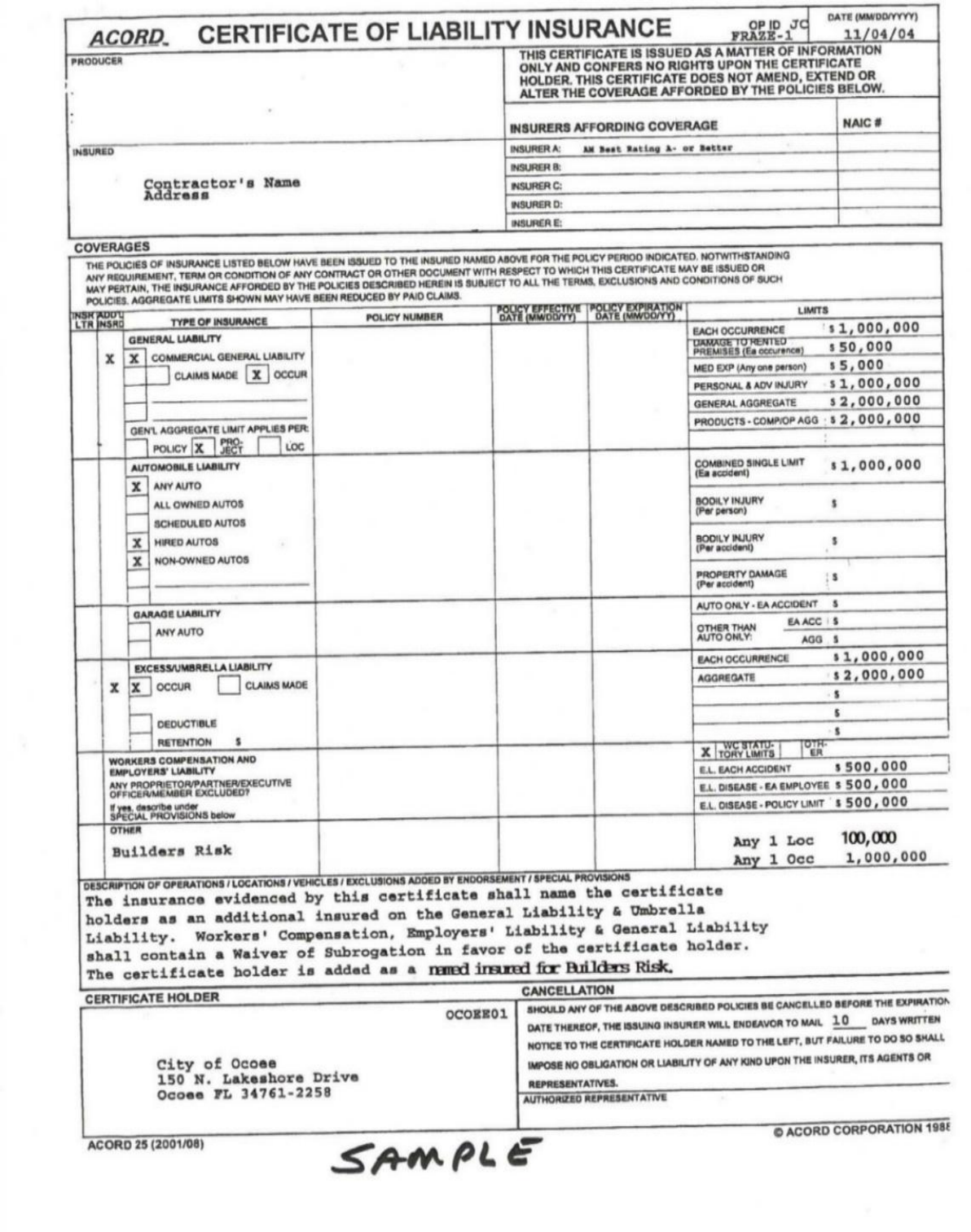
5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $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**. **N/A for Debris Monitoring Services**.)
   - $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	X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE $ 1,000,000
		CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence) $ 50,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				MED EXP (Any one person) $ 5,000
		POLICY [X] PRO-JECT [ ] LOC				PERSONAL & ADV INJURY $ 1,000,000
						GENERAL AGGREGATE $ 2,000,000
						PRODUCTS - COMP/OP AGG $ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person) $
		ALL OWNED AUTOS				BODILY INJURY (Per accident) $
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) $
		X HIRED AUTOS				
		X NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $
						AGG $
	X	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE $ 1,000,000
	X	X OCCUR CLAIMS MADE				AGGREGATE $ 2,000,000
		DEDUCTIBLE				$
		RETENTION $				$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS [ ] OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT $ 500,000
		If yes, describe under SPECIAL PROVISIONS below				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

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 1988

SAMPLE

Note New address: City of Ocoee, 1 N. Bluford Ave., Ocoee, FL 34761

26. 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, indicate none in the space below. (Attach additional sheets, if necessary)

Thompson Consulting Services, LLC, does not currently have and has not had in the past ten (10) years any settled or pending litigation or claims; nor has Thompson Consulting Services, LLC been a party to any lawsuit or arbitration with regard to a contract for services similar to those requested in the specifications. Furthermore, Thompson Consulting Services, LLC has never failed to respond to a project or provide the goods for which it has been contracted.

27. ACKNOWLEDGMENT OF ADDENDA: N/A

Respondent acknowledges receipt of the following addenda:

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

28. SUBCONTRACTORS:

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

Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor.

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. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

29. 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.

A complete listing of Thompson's owned equipment has been provided in Section 1 Company Information.

30. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall complete the following blanks regarding experience with similar type of work. Respondent must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

2017, 2022, 2024 / Project Value: $ 444,000 / City of Lakeland, Florida / 605 Evelyn Avenue Lakeland, FL 33801 / 863-834-8777 | gene.ginn@lakelandgov.net / Gene Ginn, Director – Solid Waste & Recycling

July – Sept. 2024 / Project Value: $ 444,000 / City of League City, Texas / 555 W. Walker Street League City, Texas 77573 / 281-554-1302 | Ryan.edgehill@leaguecitytx.gov / Ryan Edghill, Emergency Management Coordinator

Oct. 2022 – Jan. 2023 / Oct. 2024 – Jan. 2025 / City of Port Orange, Florida / 407 Virginia Avenue Port Orange, FL 32127 / 386-506-5500 | tdieulio@port-orange.org / Tom DiEulio—Public Works Director

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

Length of time in business: 14 years

Bank or other financial references**:**

Barry M. Steiner, Vice President-Commercial Relationship Manager
Trustmark National Bank
107 St. Francis Street, STE 2800
Mobile, AL 36602
O: 251-431-7839|M: 251-604-4245|F: 251-431-7899
bsteiner@trustmark.com

30. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or to the terms of the Contract Documents? _____Yes No x

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

Thompson has reviewed the Ciy's specifications and scope of work and does not have any exceptions to request at this time.

EXHIBIT "F"
RFP #25-007 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.

Thompson Consulting Services, LLC
COMPANY NAME

407-792-0018
TELEPHONE (INCLUDE AREA CODE)

407-878-7858
FAX (INCLUDE AREA CODE)

info@thompsoncs.net
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Jon Hoyle, President
NAME/TITLE (PLEASE PRINT)

2601 Maitland Center Parkway
STREET ADDRESS

Maitland FL 32751
CITY STATE ZIP

FEDERAL ID # 45-2015453

_____Individual _____Corporation _____Partnership __x__Other (Specify) Limited Liability Company

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 29th day of May, 2025.

Personally Known x or
Produced Identification_____

_____
(Type of Identification)

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Briana Gardner
Printed, Typed or Stamped Commissioned Name of Notary Public

EXHIBIT "G"
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 satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: Thompson Consulting Services, LLC

Signature: _____

By: Jon Hoyle
(Print or Type Name)

Title: President

Date: 5/29/2024

EXHIBIT "H"
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:

Thompson Consulting Services, LLC
Firm Name

Signature

Jon Hoyle, President
Name and Title (Print or Type)

5/29/2025
Date

EXHIBIT "I"
NON-COLLUSION AFFIDAVIT

Jon Hoyle, being first duly sworn deposes and says:

1. He/She is the President (Owner, Partner, Office, Representative or Agent) of Thompson Consulting Services, 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: President

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 29th day of May, 2025, by Jon Hoyle who ☒ is personally known to me or ☐ has presented _____ as identification.

Briana Gardner
Notary Public
My Commission Expires: 2-29-2028

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

EXHIBIT "J"
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 May 29th, 20 25.

By: _____

President
(Title)

Official Address (including Zip Code):

2601 Maitland Center Parkway

Maitland, FL 32751

EXHIBIT "K"
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: Thompson Consulting Services, LLC

By: 
(Authorized Signature)

Printed Name and Title: Jon Hoyle, President

Date: 5/29/2025

EXHIBIT "L"
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: Jon Hoyle
Print Title: President
Company Name: Thompson Consulting Services, LLC

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 29th day of May, 2025, by Jon Hoyle, as President of Thompson Consulting Services, LLC who is ☒ personally known to me or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name: Briana Gardner
My Commission Expires: 2-29-2028

(Seal)

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

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

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. **I am an officer or representative of** Thompson Consulting Services, LLC **(hereinafter "Entity")**, and I am authorized to provide this affidavit on its behalf.
3. Entity is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in Entity.
5. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
7. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: Jon Hoyle

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 29th day of May 2025, by Jon Hoyle, who ☒ is personally known to me / ☐ presented _____ as identification and who ☒ did / ☐ did not take an oath.

(Seal)

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

_____
Notary Public Signature

Print Notary Name: Briana Gardner

My Commission Expires: 2-29-2028

EXHIBIT "N"
CONTRACTOR'S E-VERIFY AFFIDAVIT

I hereby certify that Thompson Consulting Services, 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 Thompson Consulting Services, LLC [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signature: _____
Printed Name: Jon Hoyle
Date: 5/29/2025

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 29th day of May 2025, by Jon Hoyle President (name and title of officer or agent) of Thompson Consulting Services, LLC (name of contractor company acknowledging), a Delaware (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: Briana Gardner
My Commission Expires: 2-29-2028

(Seal)

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

Company ID Number: 1111126

Approved by:

Employer Thompson Consulting Services, LLC	
Name (Please Type or Print) Ryan Kelley	Title
Signature Electronically Signed	Date 07/18/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/18/2016

Company ID Number: 1111126

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Consulting Services, LLC
Company Facility Address	2601 Maitland Center Parway Maitland, FL 32751
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	452015453
North American Industry Classification Systems Code	541
Parent Company	Thompson Holdings, Inc.
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1111126

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1111126

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Thomas C McGill
Phone Number	(407) 792 - 0018
Fax Number	
Email Address	cmcgill@thompsoncs.net

EXHIBIT "O"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: Thompson Consulting Services, LLC

Unique Entity ID (UEI) number: QE8ZDM1CLE77

CAGE Code: 7NZ42

Physical Address: 2601 Maitland Center Parkway

Maitland, FL 32751

Expiration date of Registration: Apr 01, 2026

EXHIBIT "P"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] Thompson Consulting Services, LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, **"Disclosure Form to Report Lobbying," in accordance with its instructions.**

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, [Company] Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jon Hoyle, President

Name and Title of Contractor's Authorized Official

5/29/2025

Date



thompson

CONSULTING SERVICES

DEBRISTECH

RFP #25-007

EMERGENCY-DISASTER DEBRIS MONITORING SERVICES CONTRACT

Due: Tuesday, June 3, 2025 at 2:00 PM

ocoee
florida



Prepared by:
DebrisTech, LLC
335 N. Monroe Street
Tallahassee, FL 32301

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.
www.DebrisTech.com

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June 3, 2025

City of Ocoee, Florida
Attn: Shannon Hopper, Finance Department/Purchasing
1 Bluford Ave
Ocoee, FL 34761

RE: RFP #25-007
Emergency-Disaster Debris Monitoring Services Term Contract

To the Selection Committee Members of the City of Ocoee,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding clients in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

PROVEN, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to over 300 contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-state projects such as Hurricane Helene (2024). In response to Helene, DebrisTech mobilized simultaneously in 4 states, leading 65 projects, and onboarding over 4,000 new employees. Since our inception, DebrisTech has consistently met every contract activation, responding within 24 hours without exception.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds while helping our clients impact the fraud, waste and abuse initiatives across federal, state and local governments.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris

operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's ADMS is structured so that data is entered once and auto-populates all required documentation needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, in response to changes in FEMA guidance that now requires a single photograph or video that documents the threat to the public right-of-way or improved property, DebrisTech has invested in **DT360** technology that exceeds FEMA documentation standards. Other unique features are highlighted in our **Industry-Leading Reports**.


DEBRISTECH e-Ticket 001206810
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Nums: 00009113
ROE Numbers:
Project: December 2021 Tornado Debris Removal
Sub: County Waste
Prime: Ashbritt
Owner: County waste
Contract:
Road:
Debris Type: C & D
Zone: Dawson Springs
CS-2011
% Full: 75
Capacity (CY): 74
Pay (CY): 55.5
Transit Time 14:32
Haul(d)* 6.2
Haul(r)* 8.4
Load Info
Time: 16:30:28 Date: 3/15/22
Loc: 37.1683, -87.6956
Mon: Joseph James Gray
Measurement Info
Time: 7:02:36 Date: 3/16/22
Loc: 37.1708, -87.5827
Site ID: RIAFDS
Mon: Jacob Michael Todd
Disposal Info
Time: 7:25:23 Date: 3/16/22
Loc: 37.1708, -87.5828
Site ID: RIAFDS
Mon: CHRISTOPHER ALLEN
www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

SIMPLE, COMPETITIVE PRICING: DebrisTech offers a simple and transparent pricing structure. Because our ADMS seamlessly integrates data entry and documentation, we focus our bids solely on essential field positions involved in debris monitoring operations. Unlike other systems that rely on additional personnel for data entry and administrative tasks, DebrisTech's fully automated ADMS eliminates the need for non-operational roles such as Data Entry Clerks and Administrative Assistants. These functions are inherently built into our technology, ensuring that all administrative support is absorbed by DebrisTech—not passed along to clients. This efficiency translates to lower costs, reduced overhead, and a more streamlined debris management process. By prioritizing automation and operational efficiency, DebrisTech continues to set the industry standard for cost-savings through technology-driven solutions.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible via our real-time Project Dashboard, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. DebrisTech acknowledges all addendums released for this solicitation. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,

Brooks R. Wallace, P.E.
Founder and Managing Principal

FIRM PROFILE

DebrisTech Profile

Since its founding in 2010, DebrisTech is a firm exclusively built to service the needs of debris monitoring for Clients throughout the United States. This singular focus as a firm has allowed DebrisTech to leverage all of its talent, energy and resources into creating a technologically innovative, ever-improving, completely customizable ADMS to fit every Client's unique needs. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the detail, attention and service that is second to none.

DebrisTech's monitoring procedures maintain compliance with the most up-to-date FEMA rules and publications. This includes strict adherence to the Public Assistance Program and Policy Guide (PAPPG) v.4 (June 2020), Public Assistance Debris Monitoring Guide (March 2021), and Public Assistance: Category A - Debris Removal including Private Property Debris (May 2023).

The core components of DebrisTech's monitoring approach are as follows:



PLANNING

DebrisTech plays a vital role in disaster preparedness by crafting Debris Management Plans that are customized to each Client's unique requirements while adhering to Federal, State, and Local regulations. This tailored approach ensures that Clients are well-prepared for efficient and effective debris recovery efforts. This process promotes seamless coordination and communication among stakeholders.



RESPONSE

DebrisTech is committed to swift and efficient response times. Upon notification, we pledge to deploy an appropriate number of personnel and qualified professionals to begin the monitoring process within 24 hours.

FIRM PROFILE

OPERATIONS

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery

CONTRACT MANAGEMENT

DebrisTech possesses an extensive and distinguished track record in the effective management of debris removal contracts for a variety of events spanning the nation. Our accomplished Project Management team at DebrisTech collaboratively engages with debris removal contractors of all sizes, consistently upholding a high standard of professionalism through transparent and highly effective communication channels.

QUALITY ASSURANCE/QUALITY CONTROL

DebrisTech includes QA/QC processes in every step of our operations. Throughout this document you will see the QA/QC icon that indicates the specific QA/QC process for the described step. DebrisTech's QA/QC methodology is that real-time feedback allows managers to monitor data collection before small issues turn into large issues. Daily reconciliation with debris removal contractors results in timely and accurate reporting, invoicing, reimbursement, and closeout.

COMPANY CONTACTS

The authorized contract negotiators for this project are:



Brooks Wallace, Founder and Managing Principal
923 Goodyear Blvd., Picayune MS 39466
Phone: 601-916-1113 (cell)
Email: brooks@debristech.com



Debra McCormick, Chief Administrative Officer
923 Goodyear Blvd., Picayune MS 39466
Phone: 601-658-9598
Email: debra@debristech.com

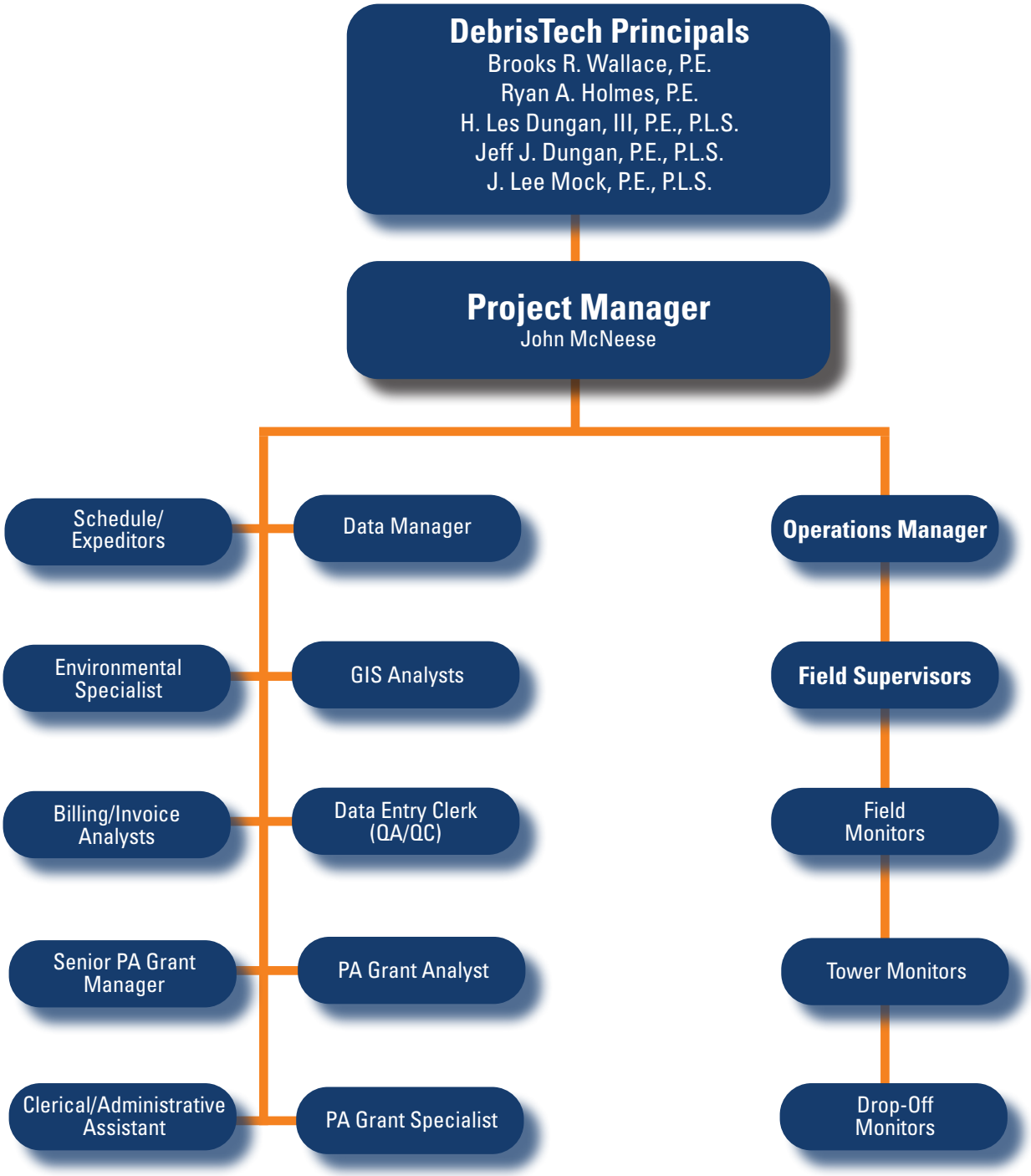


Key Personnel Information and Points of Contact for DebrisTech:
Buck Dickinson, Regional Manager and Public Assistance Director
335 N. Monroe St., Tallahassee FL, 32301
Phone: 601-658-9598
Email: bdickinson@debristech.com



John McNeese, Executive Vice President
923 Goodyear Blvd., Picayune MS 39466
Phone: 601-658-9598
Email: jmcneese@debristech.com

ORGANIZATIONAL **STRUCTURE**



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per six Monitors.

AVAILABLE STAFF

MANAGEMENT TEAM

In the event of a contract activation, DebrisTech has a large and highly-trained Management Team available for immediate deployment. The Experience Matrix on the following pages details our extensive experience.

Principals
Brooks Wallace
Jeff Dungan
Ryan Holmes
Lee Mock
Les Dungan

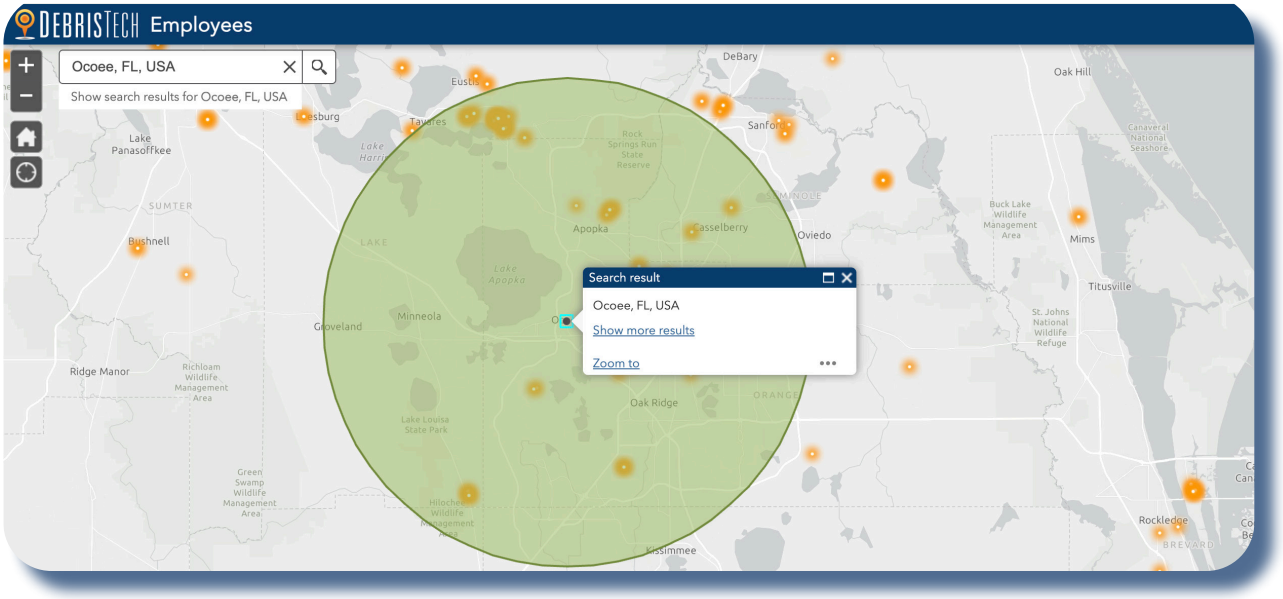
Regional Managers
John McNeese
Dennis Cruthirds
Tyler Williamson
Buck Dickinson

Project Managers
Ivan Ramos
Robert Ellis
William Harrison
Sandra Austin
Josh Daffern
Heath Johnson
Kelly Copp
Bobby Odom
Hill Johnson
Tracey Jordan
Chris Arthur

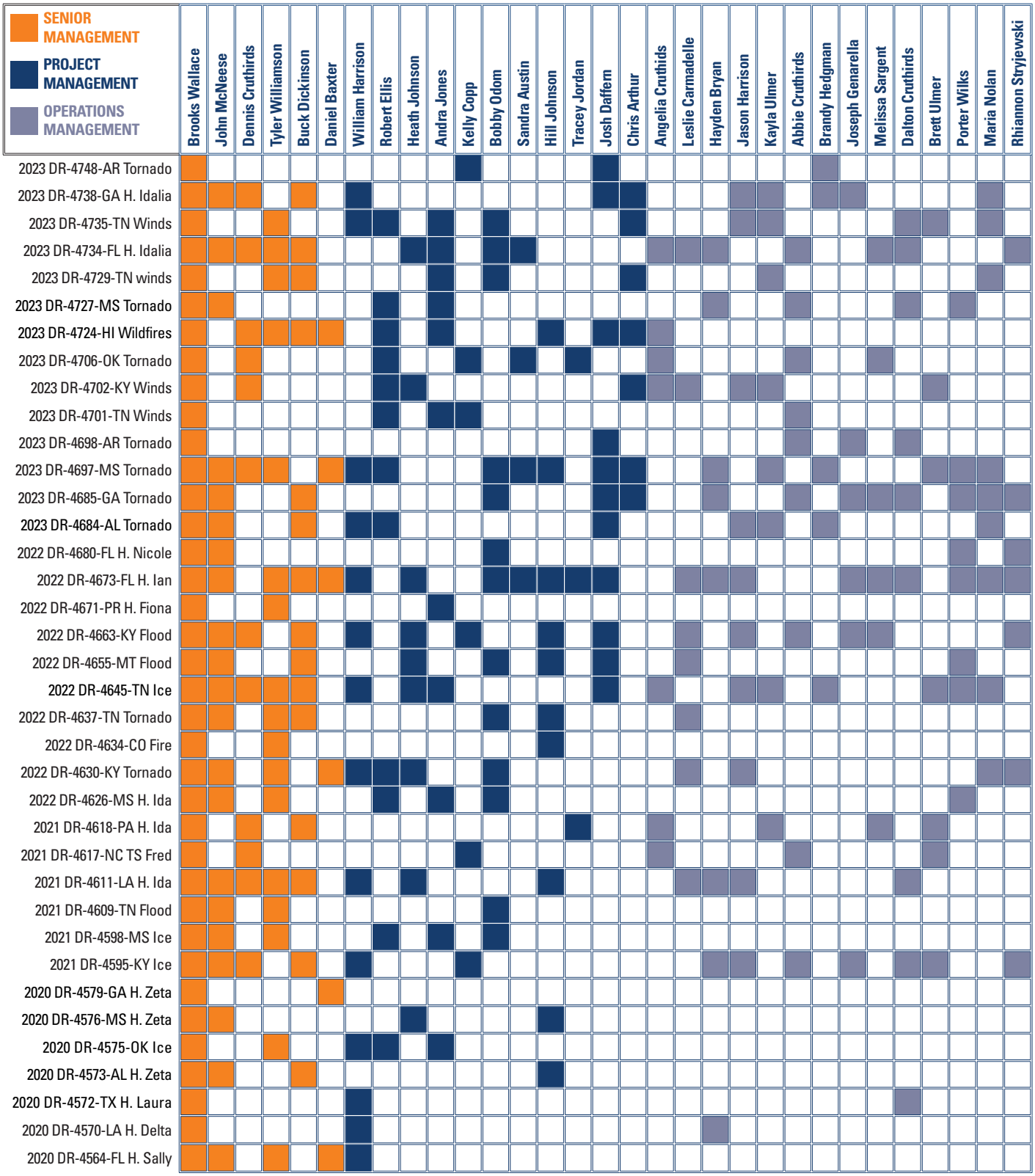
Operations Managers
Leslie Carmadelle
Hayden Bryant
Abbie Cruthirds
Hunter Austin
Jason Harrison
Will Jordan
Kayla Ulmer
Dalton Cruthirds
Joseph Genarella
Brandy Hedgman
Rianna Stryjewski
Angelia Cruthirds

NEARBY TRAINED PERSONNEL

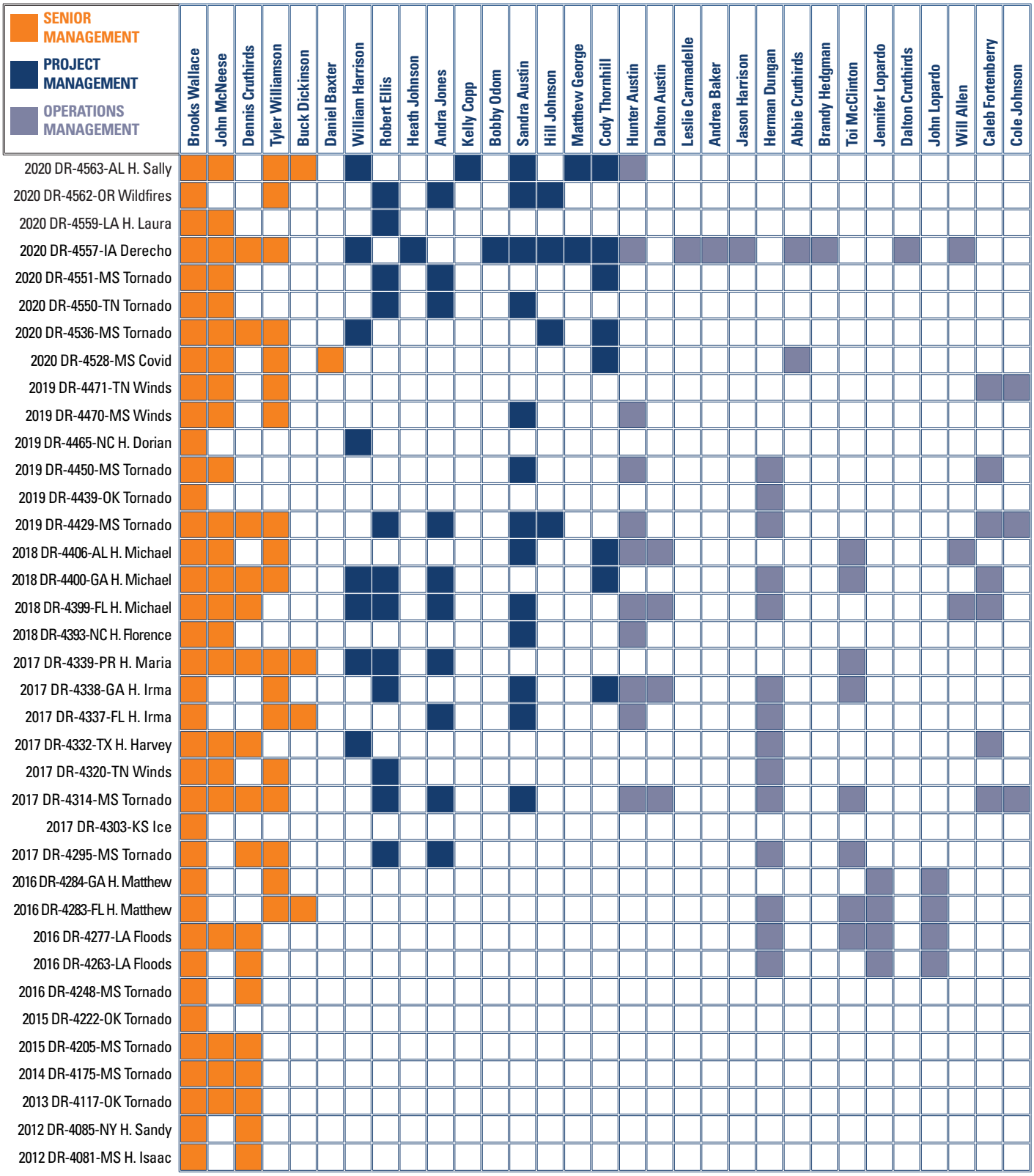
Additionally, DebrisTech has **149** trained debris monitors within a 20 mile radius of Ocoee, FL, available for deployment upon a Notice to Proceed.



EXPERIENCE MATRIX



EXPERIENCE MATRIX



BROOKS WALLACE, P.E., President

brooks@debristech.com



Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns. In addition to the DebrisTech Automated Debris Management System, Mr. Wallace custom-designed the Emergency Operations Supply Tracking (EOST) system for the state of Mississippi to track hundreds of millions of dollars of COVID-19 supplies. Additionally, Mr. Wallace custom-designed the Debris Operations Tracking System (DOTS) for the state of Florida to better respond to statewide disaster events.

Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC
Founder/Creator - 2010 - Present

Dungan Engineering, P.A.
Principal Engineer - 2002 - Present

Education

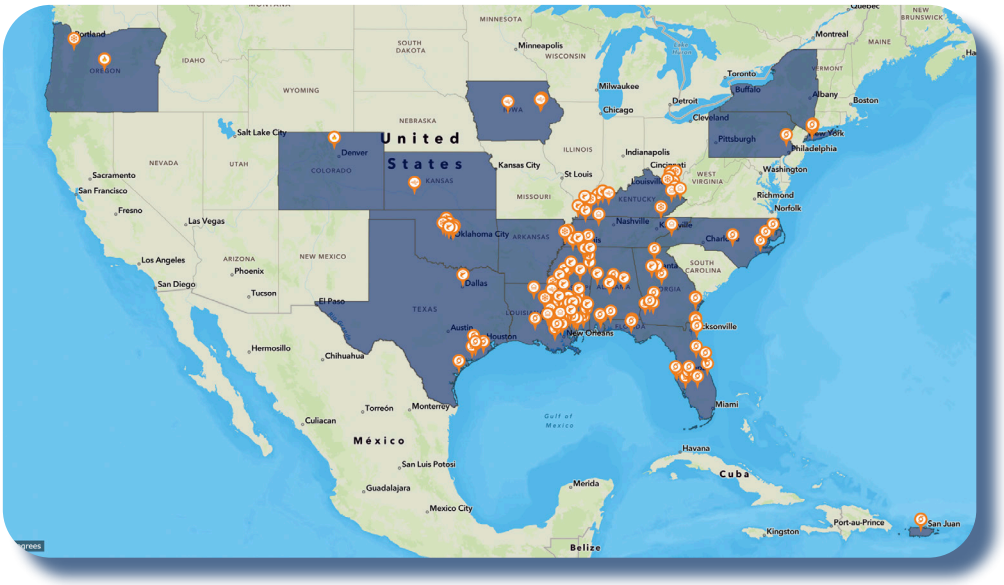
University of Mississippi
Bachelor of Science, Civil Engineering

Disasters Worked

2023 DR-4685-GA Tornadoes
2023 DR-4685-AL Tornadoes
2022 EM-3587-FL Tropical Storm Nicole
2022 DR-4673-FL Hurricane Ian
2022 DR-4671-PR Hurricane Fiona
2022 DR-4663-KY Floods
2022 DR-4645-TN Winter Storms
2022 DR-4637-TN Straight-Line Winds
2021 DR-4634-CO Wildfires
2021 DR-4630-KY Tornadoes
2021 DR-4626-MS Hurricane Ida
2021 DR-4618-PA Hurricane Ida

BROOKS WALLACE, P.E., President

2021 DR-4611-LA Hurricane Ida
2021 DR-4609-TN Floods
2021 DR-4617-NC Floods
2021 DR-4595-KY Ice Storm
2021 DR-4598-MS Ice Storm
2020 DR-4579-GA Hurricane Zeta
2020 DR-4576-MS Hurricane Zeta
2020 DR-4575-OK Ice Storm
2020 DR-4573-AL Hurricane Zeta
2020 EM-3549-LA Hurricane Zeta
2020 DR-4570-LA Hurricane Delta
2020 DR-4563-AL Hurricane Sally
2020 DR-4564-FL Hurricane Sally
2020 DR-4562-OR Wildfires
2020 DR-4572-TX Hurricane Laura
2020 DR-4559-LA Hurricane Laura
2020 DR-4557-IA Derecho
2020 EM-3530-TX Hurricane Hanna
2020 DR-4550-TN Tornadoes
2020 DR-4551-MS Tornadoes
2020 DR-4536-MS Tornadoes
2020 DR-4528-MS COVID-19
2019 DR-4470-MS Straight-Line Winds
2019 DR-4471-TN Straight-Line Winds
2019 DR-4465-NC Hurricane Dorian
2019 DR-4439-OK Tornadoes
2019 DR-4450-MS Tornadoes
2019 DR-4429-MS Tornadoes
2018 DR-4406-GA Hurricane Michael
2018 DR-4400-GA Hurricane Michael
2018 DR-4339-FL Hurricane Michael
2018 DR-4393-NC Hurricane Florence
2017 DR-4339-PR Hurricane Maria
2017 DR-4338-GA Hurricane Irma
2017 DR-4337-FL Hurricane Irma
2017 DR-4332-TX Hurricane Harvey
2017 DR-4320-TN Straight-Line Winds
2017 DR-4314-MS Straight-Line Winds
2017 DR-4295-MS Tornadoes
2017 DR-4303-KS Winter Storm
2016 DR-4284-GA Hurricane Matthew
2016 DR-4283-FL Hurricane Matthew
2016 DR-4277-LA Floods
2016 DR-4263-LA Floods
2016 DR-4248-MS Tornadoes
2015 DR-4222-OK Tornadoes
2014 DR-4175-MS Tornadoes
2013 DR-4117-OK Tornadoes



JOHN MCNEESE, Executive VP

jmcneese@debristech.com



John McNeese is an Executive Vice President and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC
Project Manager - 2012 - Present

Wallace Environmental
Project Manager - 2010-2011

TL Wallace Construction
2010 - Project Manager

Holiday Construction
Project Manager - Equipment Operator - 2005-2006

Education

University of Mississippi
Bachelor of Science, University Studies

Disasters Worked

2023 DR-4738-GA Hurricane Idalia

2023 DR-4734-FL Hurricane Idalia

2023 DR-4698-AR Tornadoes

2022 DR-4655-MT Flooding

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

DENNIS CRUTHIRDS, Executive VP

dennis@debristech.com



Dennis Cruthirds is an Executive Vice President with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently over seeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC
Project Manager - Operations Manager - 2012 - Present
Data Manager - Field Monitor - Field Supervisor - 2014
Dungan Engineering, P.A.
CMT Lab Manager - CMT Inspector - 2007 - 2018
Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified
IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS.00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

Disasters Worked

2023 DR-4734-FL Hurricane Idalia

2023 DR-4727-MS Tornado

2023 DR-4702-KY Straight-Line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

TYLER WILLIAMSON, Executive VP

twilliamson@debristech.com



Tyler Williamson is an Executive Vice President with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC
Project Manager - Operations Manager - 2015 - Present
Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi
Bachelor of Science in Business Administration, Managerial Finance

Disasters Worked

2023 DR-4724-HI Maui Wildfires

2023 DR-4734-FL Hurricane Idalia

2023 DR-4735-TN Straight-Line Winds

2023 DR-4729-TN Straight-line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

BUCK DICKINSON, Public Assistance

bdicksinson@debristech.com



Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. He provides clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events.

Experience

DebrisTech, LLC
Public Assistance Director - 2022 - Present

Florida Division of Emergency Management
State Public Assistance Officer - 2019 - 2022
Programmatic Review Team Lead - 2018 - 2019
Public Assistance Coordinator - 2007 - 2010

Wheeler EMC
Emergency Management Consultant - 2016 - 2018

ER Asisst
Project Manager - 2012 - 2016

O'Brien's Response Management | BP Oil Spill
Florida Lead Scheduler - 2010 - 2012

Education - Florida State University, Bachelor of Science, Political Studies

Disasters Worked

2023 - DR-4684-AL (Tornado), DR-4685-GA (Tornado), DR-4697-MS (Tornado), DR-4698-AR (Tornado), DR-4702-KY (Severe Storms), DR-4706-OK (Tornado), DR-4711-KY (Floods), DR-4729-TN (Tornado), DR-4734-FL (Idalia), DR-4735-TN (Severe Storms), DR-4738-GA (Idalia), DR-4742-TN (Severe Storms)
2022 - DR-4663-KY (Floods), DR-4671-PR (Fiona), DR-4673-FL (Ian), DR-4680-FL (Nicole)
2021 - DR-4618-PA (Ida), EM-3551-FL (Eta), EM-3560-FL (Surfside Building Collapse), EM-3561-FL (Elsa), EM-3562-FL (Fred)
2020 - DR-4486-FL (COVID), DR-4468-FL (Dorian)
2019 - DR-4468-FL (Dorian)
2018 - DR-4337-FL (Irma)
2017 - DR-4283-FL (Matthew)
2016 - DR-4280-FL (Hermine)
2014 - DR-4205-MS (Tornado), DR-4177-FL (Severe Storms)
2013 - DR-4138-FL (Severe Storms)
2012 - DR-4068-FL (Debby), DR-4068-FL (Isaac)
2010 - BP Oil Spill
2009 - DR-1840-FL (Severe Storms), DR-1831-FL (Flooding)
2008 - DR-3293-FL (Ike), DR-1785-FL (Fay), DR-3288-FL (Fay), DR-1806-FL (Gustav)
2007 - DR-1679-FL (Severe Storms)
2005 - DR-1604-MS (Katrina), DR-1609-FL (Wilma), DR-1602-FL (Katrina), DR-1595-FL (Dennis)
2004 - DR-1551-FL (Ivan), DR-1545-FL (Frances), DR-1539-FL (Charley), DR-1561-FL (Jeanne)

Professional Certifications

Advanced Professional Series in Emergency Management
Professional Development Series in Emergency Management
50+ FEMA Courses

DANIEL BAXTER, C.P.A., Chief Financial Officer

dbaxter@debristech.com



Daniel Baxter is the Chief Financial Officer at DebrisTech. He graduated from the University of Mississippi with a Bachelor of Accountancy and a Master of Accountancy and Data Analytics. He is a licensed certified public accountant in the states of Mississippi and Tennessee and is active in his continued education in the accounting industry. Prior to DebrisTech, Daniel has experience working at a global accounting firm where he audited the financial statements of large public and private companies in the healthcare and manufacturing industries. He has a background that excels in providing data integrity and assurance from financial audits to disaster response. In addition to his auditing and disaster response experience, Daniel worked in Washington as a junior fellow at the Library of Congress appointed by Congressman Gregg Harper, the Chairman of the Committee on House Administration in 2018, where he made connections and learned about the innerworkings of government and documentation between Congress and the Library of Congress. Daniel is active in the disaster response industry by working with fellow debris contractors and lobbying FEMA on behalf of DebrisTech's clients to fulfill the needs required to make a full recovery after a natural disaster.

As a Data Manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over $100,000,000.00 of PPE.

While managing the EOST program, Daniel also assisted with invoice reconciliation from debris removal projects across the country. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Daniel has assisted cities and communities address their recovery needs. Utilizing past experience and ever developing skills make him a valuable part of DebrisTech.

Experience

DebrisTech, LLC
- Chief Financial Officer - 2022 - present
- Project/ Data Manager - 2020 - 2022

Audit Intern-BDO USA, LLP
Junior Fellow-Library of Congress
Law Clerk-Swayze Alford Attorney at Law

Education

University of Mississippi
- Master of Accountancy and Data Analytics
- Bachelor of Accountancy, University of Mississippi

TN – CPA License #28200 (August 2021 – Present)
MS – CPA License #R8152 (September 2021 – Present)

Disasters Worked

2023 DR-4706-OK Tornadoes

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

GARRETT SAULS, Chief Technology Officer

gsauls@debristech.com



At DebrisTech Mr. Sauls has been responsible for developing all of our ADMS, GIS, Drone, and roadway video documentation services. He, along with the owner Brooks Wallace, customize the ADMS to meet the exact needs of every client. In his first few years Garrett has made a lasting impact on the level of services our clients receive. As ADMS and QA/QC specialist he has verified that each ticket on every project is complete and meets the standards that FEMA requires. His most impressive work was for the City of Selma where he used satellite imagery to verify the location of hazardous trees endangering the right-of-way.

Experience

DebrisTech, LLC
Data Manager - 2021 to present

NASA OCIO Development Intern - Fall
Implementing both previous projects along with other new projects to come.

NASA OCIO Development Intern - Summer
Developed a networkable Foot Traffic Counter for Return to Work scenarios

Networking Assistant
Assisting in complete renovation and reorganization of a 100+ line network.

NASA OCIO Development Intern - Summer
Developed an Asset Tracking system using Bluetooth Low Energy and a Raspberry Pi.

NASA STEM Engagement Intern - Spring
Organized and started the development of a regional wide robotics event.

Education

University of Southern Mississippi
Bachelors of Computer Science
Managerial Finance

Disasters Worked

2023 DR-4724-HI Maui Wildfires
2023 DR-4734-FL Hurricane Idalia
2023 DR-4735-TN Straight-Line Winds
2023 DR-4685-GA Tornadoes
2023 DR-4685-AL Tornadoes
2022 EM-3587-FL Tropical Storm Nicole
2022 DR-4673-FL Hurricane Ian
2022 DR-4671-PR Hurricane Fiona
2022 DR-4663-KY Floods
2022 DR-4645-TN Winter Storms
2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding
2021 DR-4630-KY Tornadoes
2021 DR-4626-MS Hurricane Ida
2021 DR-4618-PA Hurricane Ida
2021 DR-4611-LA-Hurricane Ida

CINDY CARTER, Senior Data Analyst

cindy@debristech.com



Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects to includes Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisianna. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC
Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi
Bachelor of Science, Criminal Justice

Disasters Worked

2023 DR-4724-HI Maui Wildfires

2023 DR-4734-FL Hurricane Idalia

2023 DR-4735-TN Straight-Line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4572-TX Hurricane Laura

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes,Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 DR-4470 Mississippi Severe Storms

M/WBE PARTICIPATION

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises whose specific capabilities complement our own skills for the benefit of our Clients. We have established working relationships with a number of small, women, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate service providers for specific projects. DebrisTech employs RMK Consulting, LLC to staff projects with needed local employees for larger projects. RMK Consulting, LLC is a certified M/WBE company.



State of Florida

Woman & Minority Business Certification

RMK Consulting LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
11/07/2023 to 11/07/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

DEPLOYABLE **EQUIPMENT**

DebrisTech, LLC is solely focused on providing its clients across the United States with a personalized and professional debris monitoring solution utilizing the following resources:

Mobile Command Units
DebrisTech's multiple state-of-the-art mobile command offices are deployed immediately and are fully functional to meet the needs of the Client. These units are equipped with solar panels, generators, water, Starlinks, restrooms, sleeping quarters, printers, computers, and stocked with pre-printed tickets, tags, and truck placards.

Mobile Fuel and Water Storage Units
With mobile fuel trailers and water storage units, DebrisTech has the capacity to remain completely self-sufficient for the duration of the project to ensure continuity of service to the Client.

Staffing
DebrisTech has partnered with local resources, as well as a W/MBE staffing company, to provide employees for the Client's activation. In addition to the local hires, DebrisTech has proven it can activate more than 500+ employees on a single project.

Drones and Cameras
DebrisTech has cutting edge technology and offers drones and 360° cameras to document road conditions, maintenance, debris estimates, close-out, and other needs of the Client. With the 360 camera, DebrisTech can build a web-based street viewer and share a feature service with the Client. DebrisTech captures and maps all data in real-time and hosts in an industry standard platform. A GIS team will also be dedicated to the Client's project.

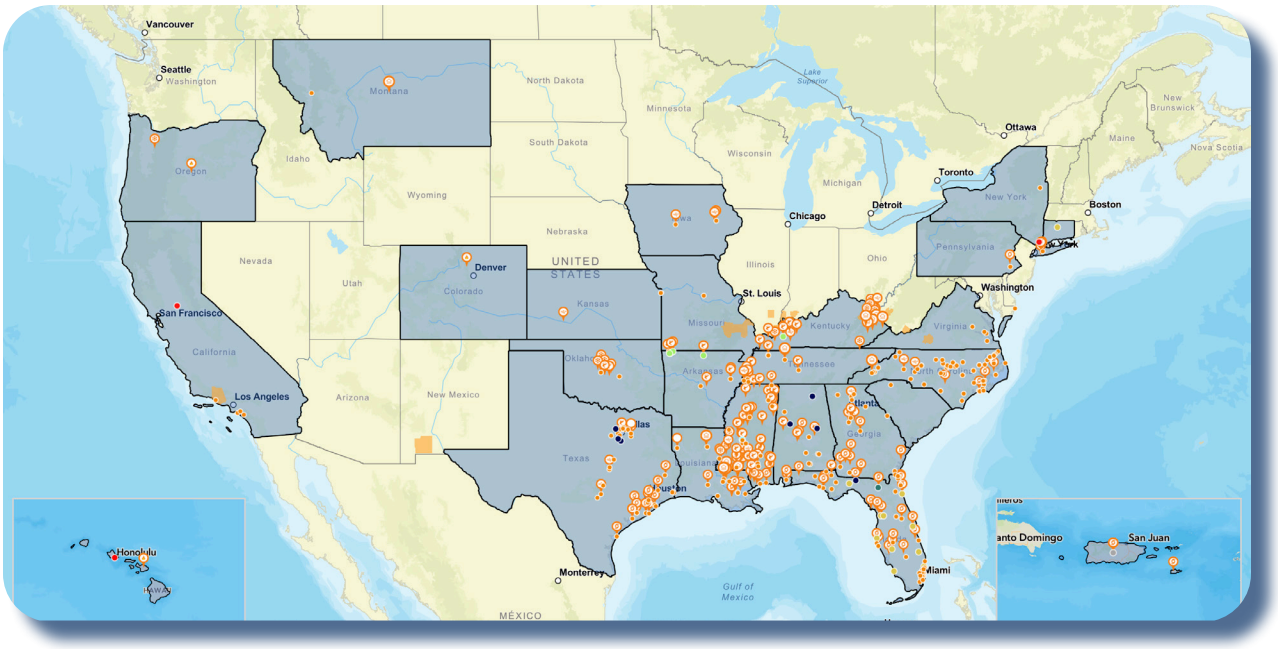
Equipment, Software, and Supplies
All equipment, software, and supplies are owned and maintained by the company. DebrisTech keeps 1000+ iPads in stock and ready to deploy in travel-ready cases. The company has an agreement with Apple Business which enables new devices to be shipped within 2 days. Each device comes ready to be deployed with its own designated data plan on AT&T or Verizon Wireless. All tickets and tags are pre-printed and created in-house with an excess of 100,000+ in stock.

Company Fleet
DebrisTech owns a fleet of 4x4 vehicles ready to deploy and assist the Client, if activated. Each vehicle is equipped with a Starlink and supply cases to meets the needs of any activation.

Since its founding in 2010, DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications. DebrisTech is prepared to deploy as many resources as needed to meet the demand of any project required by the Client.

DISASTER **EXPERIENCE**

Since 2010, DebrisTech has served every level of government, with over 300 project activations in response to more than 80 federally declared disasters. Below is a map showing our project locations:



Through our decades of experience and hundreds of project activations, DebrisTech has demonstrated a wide-range of special disaster recovery program documentation in addition to right-of-way debris removal:

HAZARDOUS LIMBS/TREE REMOVAL
Memphis, TN (2022) *DR-4645-TN*
Documented 54,063 hazardous limbs

SIGNIFICANT CULTURAL CONSIDERATIONS
Puerto Rico (2017) *DR-4339-PR*, 1 million CY debris with significant culture protected

PRIVATE PROPERTY/ROE WORK
Kentucky Transportation Cabinet (2022) *DR-4663-KY*, 158 ROE packets

WATERWAYS CLEAN-UP
Montana Dis. & Em. Services *DR-4655-MT*
143,773 CY of waterway debris documented

FIRE DEBRIS REMOVAL MONITORING
Oregon Department of Transportation (2020) *DR-4562-OR*, 69,278 tons of debris

BEACH RECOVERY/REMEDIATION
Jacksonville Beach, FL (2017) *DR-4337-FL*
Hurricane Irma beach recovery/remediation

HOUSEHOLD HAZARDOUS WASTE
Maui County, HI (2023) *DR-4724-HI*
Assessed 1625 properties for HHW

VESSEL AND VEHICLE RECOVERY
Bay County, FL (2018) *DR-4399-FL*
10 million+ CY for Hurricane Michael

DEBRIS HIGHLIGHTS

Here are highlights of the **over 75 million cubic yards** of debris removal we have monitored:

2024 — **HURRICANE HELENE**
FL, GA, SC, NC
30,000,000+ CY

2023 — **EF3 TORNADOES**
Central Mississippi
764,000+ CY

2022 — **ICE STORM**
Memphis (area), TN
1,000,000+ CY

2021 — **HURRICANE IDA**
St. Charles Parish, LA
2,604,650+ CY

2020 — **SUMMER DERECHO**
Central Iowa
3,659,000+ CY

2019 — **EF3 TORNADOES**
Central Mississippi
475,000+ CY

2018 — **HURRICANE MICHAEL**
Bay County, FL
16,536,000+ CY

2017 — **HURRICANE MARIA**
Puerto Rico
1,475,000+ CY

2016 — **FLOODS**
Southeastern Lousiana
350,000+ CY

2015 — **EF3 TORNADO**
Mustang, OK
90,000+ CY

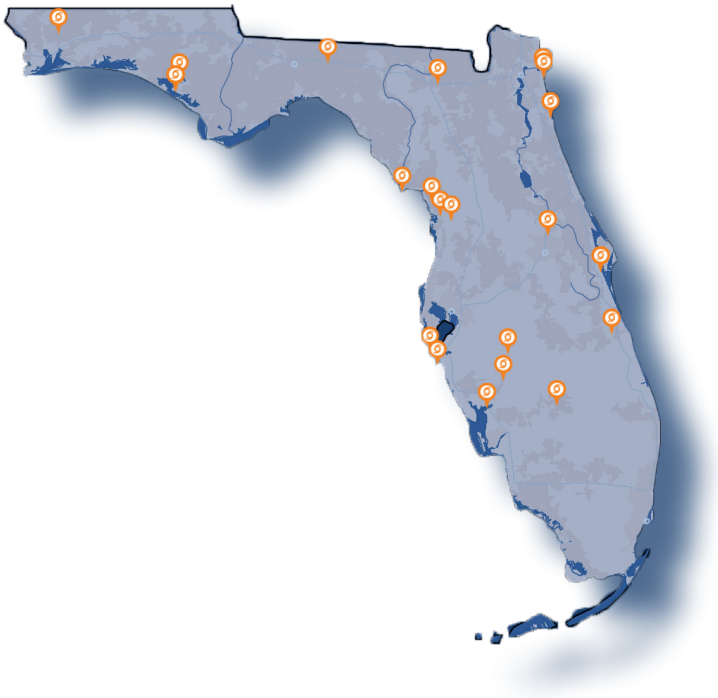
2014 — **EF4 TORNADO**
Central Mississippi area
400,000+ CY

2013 — **EF5 TORNADO**
Moore & Mustang, OK
170,000+ Tons

2012 — **SUPERSTORM SANDY**
Nassau County, New York
1,000,000+ CY

FLORIDA EXPERIENCE

Since Hurricane Matthew devastated the state of Florida in 2016, the DebrisTech team has been working in Florida to assist cities and counties by monitoring debris removal for maximum FEMA reimbursement. Since 2016, DebrisTech has responded to 7 federally declared disasters in Florida and has assisted 24 entities, including including the Florida Division of Emergency Management. Below is a list of our experience throughout Florida:



DebrisTech Cities Served:

City of Arcadia
City of Atlantic Beach
City of Bradenton Beach
City of Cedar Key
City of Crystal River
City of Holmes Beach
City of Jacksonville Beach
City of Longwood
City of Mount Dora
City of Neptune Beach
City of Panama City
City of Punta Gorda
City of Rockledge
City of St. Augustine
City of Temple Terrace
Town of Longboat Key
Town of Yankeetown

DebrisTech Counties Served:

Bay County
Citrus County
Clay County
Columbia County
Franklin County
Glades County
Hardee County
Indian River County
Jackson County
Jefferson County
Martin County
Santa Rosa County

Other Entities Served:

Division of Emergency Management

Federal Disasters in FL:

DR-4283-FL	2016 Hurricane Matthew
DR-4337-FL	2017 Hurricane Irma
DR-4399-FL	2018 Hurricane Michael
DR-4564-FL	2020 Hurricane Sally
DR-4673-FL	2022 Hurricane Ian
DR-4680-FL	2022 Hurricane Nicole
DR-4734-FL	2023 Hurricane Idalia
DR-4806-FL	2024 Hurricane Debby
DR-4828-FL	2024 Hurricane Helene
DR-4834-FL	2024 Hurricane Milton

LARGE SCALE **PROJECTS**

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
HURRICANE HELENE *(DR-4830-GA)*	Columbia County, GA	**5,161,448**	2024
HURRICANE HELENE *(DR-4830-GA)*	Coffee County, GA	3,913,998	2024
HURRICANE HELENE *(DR-4830-GA)*	Toombs County, GA	**3,509,759**	2024
HURRICANE HELENE *(DR-4830-GA)*	Jeff Davis County, GA	**2,475,220**	2024
HURRICANE HELENE *(DR-4830-GA)*	Spartanburg County, SC	**1,433,000**	2024
HURRICANE HELENE *(DR-4830-GA)*	Appling County, GA	**1,076,614**	2024
TORNADO *(DR-4788-AR)*	City of Rogers, AR	**1,130,313**	2024
HURRICANE IDA *(DR-4611-LA)*	St. Charles Parish, LA	**1,679,829**	2021
DERECHO *(DR-4557-IA)*	City of Cedar Rapids, IA	**4,618,442**	2020
DERECHO *(DR-4557-IA)*	City of Marion, IA	**1,114,546**	2020
HURRICANE MICHAEL *(DR-4399-FL)*	City of Panama City, FL	**5,843,262**	2018
HURRICANE MICHAEL *(DR-4399-FL)*	Bay County, FL	**10,442,409**	2017
HURRICANE MARIA *(DR-4339-PR)*	Dept of Transportation and Public Works, Puerto Rico	**1,475,332**	2017

In addition to large scale projects, DebrisTech has demonstrated experience with state-level clients:

Mississippi Emergency Management Agency

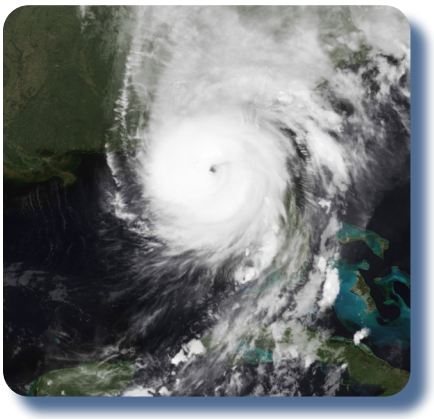
Montana Disaster and Emergency Services

North Carolina Department of Public Safety

Florida Division of Emergency Management

Puerto Rico Department of Transportation and Public Works

FL HELENE/MILTON (DR-4828/4834-FL)



Hurricane Helene was a deadly and devastating tropical cyclone that caused widespread catastrophic damage and numerous fatalities across the Southeastern United States in late September 2024. It was the strongest hurricane on record to strike the Big Bend region of Florida and the deadliest to strike the mainland U.S. since Katrina in 2005. Hurricane Milton was an extremely powerful and destructive tropical cyclone which in 2024 became the most intense Atlantic hurricane ever recorded over the Gulf of Mexico. Milton made landfall on the west coast of the U.S. state of Florida, less than two weeks after Hurricane Helene devastated the state's Big Bend region.

In response to Hurricanes Helene and Milton, DebrisTech activated simultaneously for 8 counties and 8 cities, not including 50+ contract activations in Georgia and North Carolina. Throughout Florida DebrisTech onboarded over 326 debris monitors to document over 1.5 million CY of debris removal across 17 projects. DebrisTech responsibilities included monitoring debris removal from right-of-ways as well as hazardous trees and limbs. DebrisTech also partnered with the Florida Division of Emergency Management to document pre- and post-disaster conditions of Florida beaches impacted by Hurricanes Helene and Milton.

DT248 - City of Cedar Key, FL - ***56,300*** *CY*

DT251 - Columbia County, FL - ***217,200*** *CY*

DT253 - Jefferson County, FL - ***480,300*** *CY,* 8,696 limbs/trees

DT257 - Clay County, FL - ***16,600*** *CY*

DT258 - Franklin County, FL - ***3,400*** *CY*

DT261 - City of Longboat Key, FL - ***66,800*** *CY,* 169 limbs/trees

DT262 - City of Holmes Beach, FL - ***169,900*** *CY*

DT263 - Citrus County, FL - ***6,800*** *CY*

DT264 - City of Crystal River, FL - ***3,000*** *CY*

DT270 - City of Bradenton Beach, FL - ***32,500*** *CY*

DT292 - City of Temple Terrace, FL - ***148,500*** *CY,* 184 limbs/trees

DT297 - City of Mount Dora, FL - ***20,400*** *CY,* 349 limbs/trees

DT299 - Hardee County, FL - ***80,000*** *CY*

DT300 - City of Longwood, FL - ***10,400*** *CY,* 113 limbs/trees

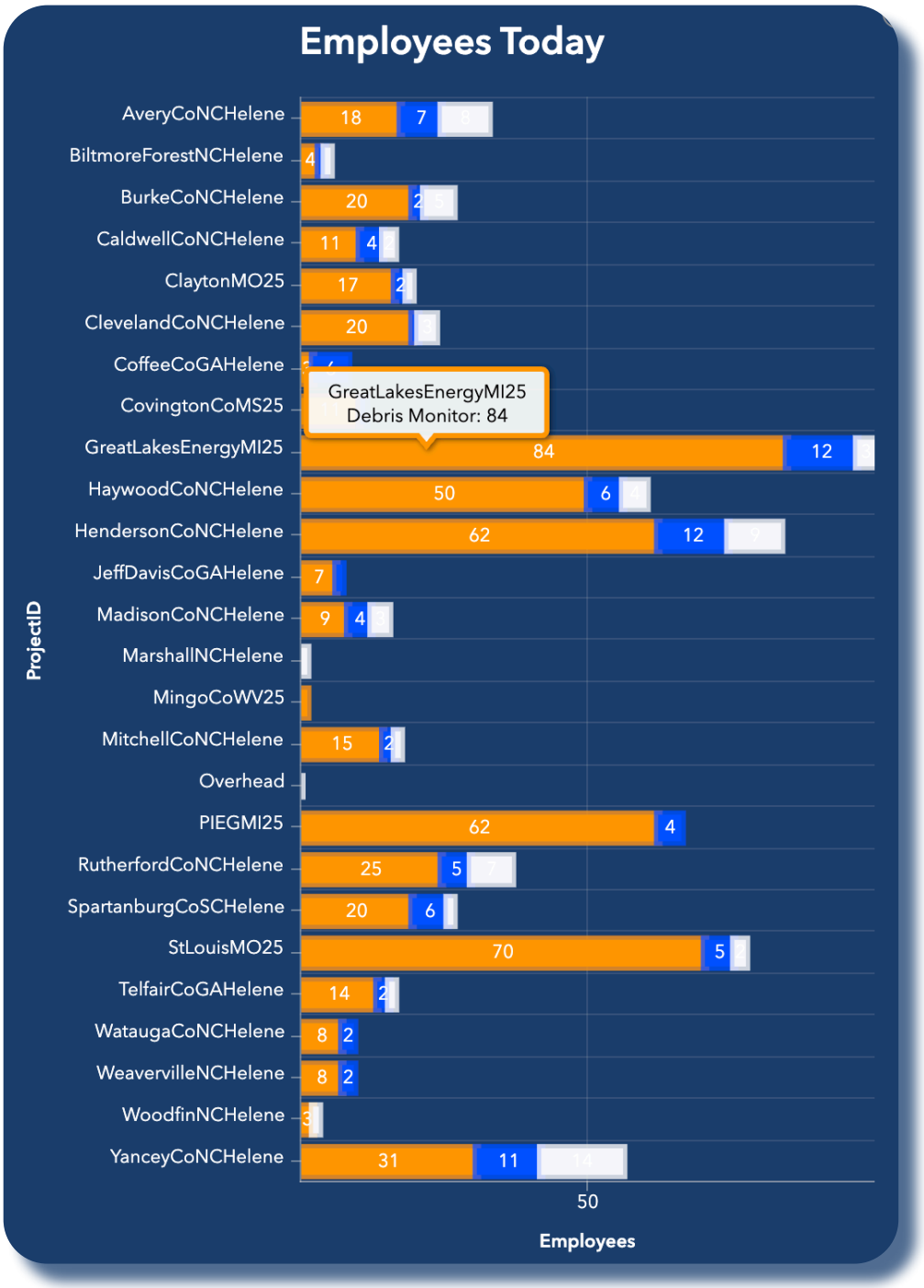
DT301 - Indian River County, FL - ***66,000*** *CY*

DT303 - Citrus County, FL - ***84,100*** *CY*

DT304 - Martin County, FL - ***27,200*** *CY*

CURRENT WORKLOAD

DebrisTech continues to execute contracts in response to Hurricane Helene (2024). At peak activation DebrisTech was simultaneously managing 65+ projects with 1,200 monitors and management. At this time (June 2025), DebrisTech is active in 26 projects, the majority of which will be completed by August 2025.



FEMA REIMBURSEMENT

DebrisTech has managed hundreds of debris monitoring projects since 2020. In that time, DebrisTech clients have zero reimbursement dollars disallowed that were directly caused by a failure of the debris monitoring process. DebrisTech's monitoring process is transparent and provides clients with direct access to every completed debris ticket. DebrisTech offers a pre-check of every hazardous tree and exposed stump which allows clients to individually approve prior to removal. DebrisTech's Private Property Debris Removal (PPDR) process captures all required documentation from landowners prior to debris removal. Each of these processes are examples of DebrisTech's conscious effort to ensure clients have zero unforeseen reductions and are provided documentation exactly as described by FEMA-PA and FHWA-ER guidance. DebrisTech goes even further by deploying the DT360 team ahead of debris operations to document the pre-event condition of every mile of roadway maintained by our clients.

FEMA Compliance

DebrisTech monitors the debris removal process from site loading to disposal with electronic tracking ensuring FEMA compliance. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invite with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.

FEMA REIMBURSEMENT

eTickets are the starting point for all claimed costs. Each eTicket captures a single reimbursable line item. eTickets are summarized in daily reports to the Client. The daily reports also provide cumulative project totals so the Client will always know the exact quantity and type of debris removed to date. At the end of each invoice period, eTickets are grouped and attached to invoice summaries. Since every eTicket is reconciled at the close of business daily between DebrisTech and the debris hauler, invoice recommendation is a seamless process.

DebrisTech's ADMS allows the Client to be engaged with daily operations. Supervisors must review and approve every eTicket prior to daily summaries being sent out. In this way, DebrisTech's ADMS requires the Client, DebrisTech, and the debris hauler to work together each day to produce accurate documentation. Reconciliation of multiple days, weeks, or months of documentation at once is an arduous approach that fails to produce a consistent product. Daily reconciliation is the most effective method of ensuring engagement, awareness, and accuracy to debris operations.

Each of these embedded procedures being performed daily for every eTicket equals documentation that is clear, concise, and consistent. DebrisTech team member Buck Dickinson is a former State Public Assistant Officer for the Florida Division of Emergency Management. His seven plus years of experience with the Recovery division plus DebrisTech's comprehensive ADMS processes, procedures, and documentation will provide the Client with accurate reimbursement and closeout.

FEMA Initial Damage Estimates

DebrisTech approaches debris estimation builds on the industry standard guidance provided by FEMA and the US Army Corp of Engineers. In addition to utilizing the time-tested FEMA modeling software, HAZUS, DebrisTech brings decades of hands-on experience to ensure the most accurate estimates are provided to the Client. DebrisTech can provide the Client with estimates that can be used for Expedited Project development to get cash flowing as soon as possible.

Immediate Needs Funding

Immediate needs funding is accomplished through creating an Expedited Project with FEMA. DebrisTech's debris estimation and Public Assistance experienced team members are well versed in developing Expedited Projects and fully understands the benefits and drawbacks from choosing this project path. To fully realize the speed of an expedited project there are many documents that must be provided to FEMA through the Grants Portal system prior to project obligation. Delays in providing these documents to FEMA can delay the obligation of expedited projects, and DebrisTech's team is experienced in providing the exact documents needed for this path. Expedited projects are obligated at 50% of the approved estimated cost and require project versioning to receive the remaining funds. In some cases, entering projects as "Work to be Completed", which are obligated at 100%, can be a quicker path to receiving project funding at the respective cost share.

CLIENT **REFERENCES**

Client: **Jefferson County, FL**
Debris Quantity: 64,700+ CY
Project Dates: Sep-Nov 2023

Contact: **Shannon Metty**, County Manager
Contact Info: 850-997-3083, smetty@jeffersoncountyfl.gov
1484 S. Jefferson St., Monticello, FL 32344

Client: **City of Cedar Key, FL**
Debris Quantity: 30,600+ CY
Project Dates: Sep-Oct 2023

Contact: **Robert Robinson**, Emergency Management Director
Contact Info: 352-543-5192, rrobinson@cedarkeyfl.us
489 1st Street, Cedar Key, FL 32625

Client: **City of Holmes Beach**
Debris Quantity: 10,300+ CY
Project Dates: Sep-Oct 2022

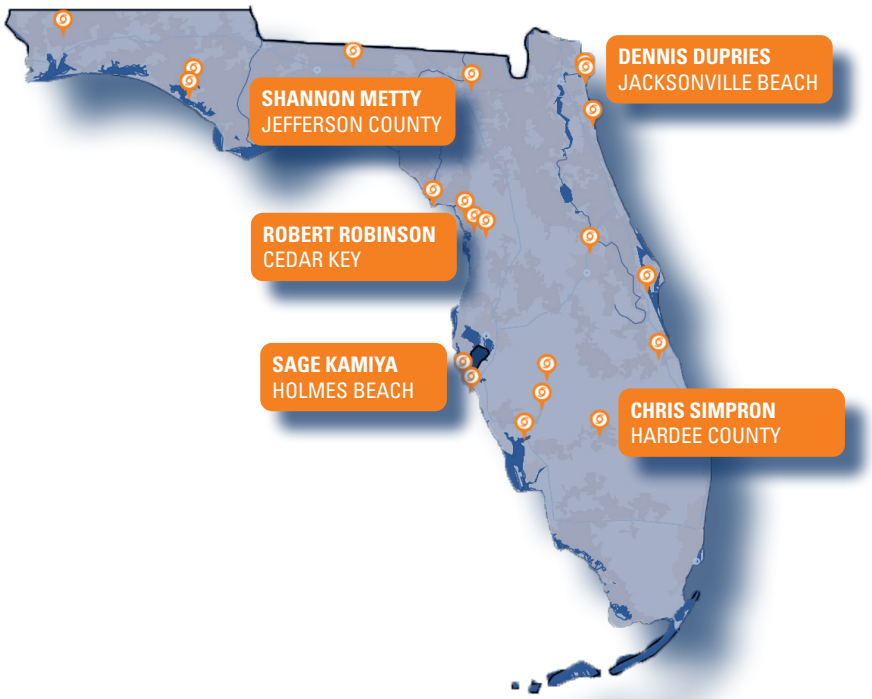
Contact: **Sage Kamiya**, Superintendant of Public Works
Contact Info: 941-708-5768 ext. 245, skamiya@holmesbeachfl.org
5801 Marina Drive, Holmes Beach, FL 34217

Client: **Hardee County, FL**
Debris Quantity: 308,000+ CY
Project Dates: Sep-Nov 2022

Contact: **Chris Simpron**, Public Works Director
Contact Info: 863-733-3272, christopher.simpron@hardeecounty.net
205 Hanchey Road, Wauchula, FL 33873

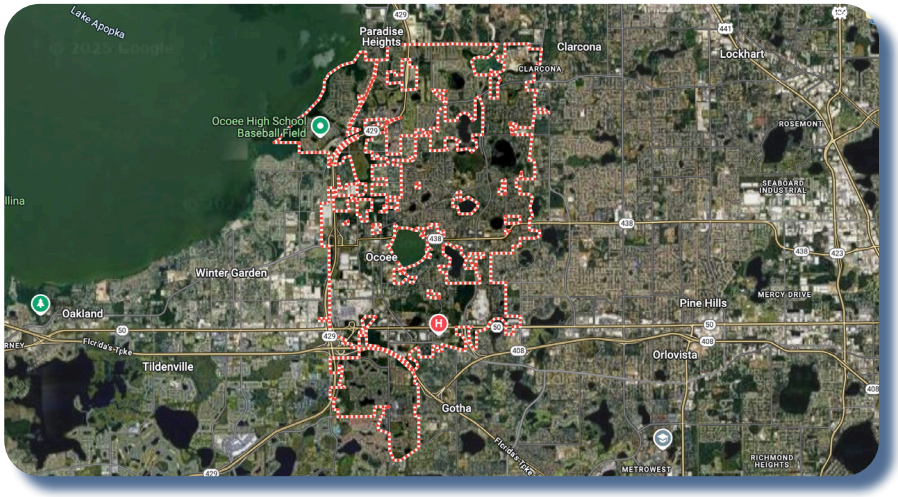
Client: **Jacksonville Beach, FL**
Debris Quantity: 84,000+ CY
Project Dates: Sep-Nov 2017

Contact: **Dennis Dupries**, Construction Project Manager
Contact Info: 904-509-0268, ddupries@jaxbchfl.net
11 North Third Street, Jacksonville Beach, FL 32250

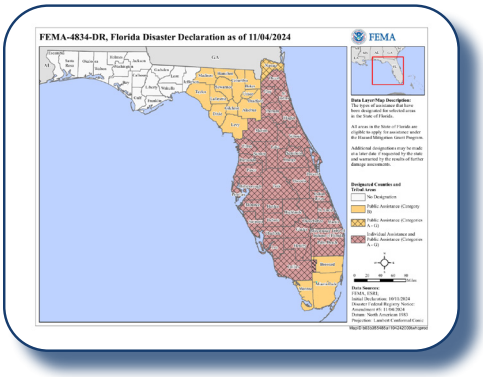


DISASTER RESPONSE

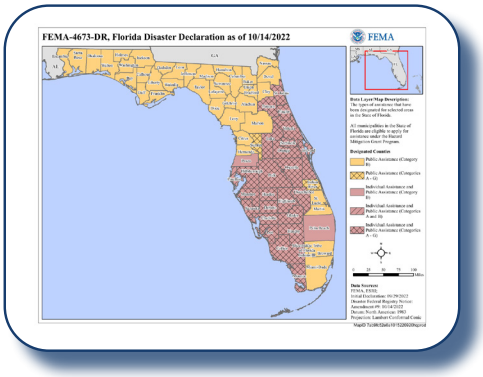
The City of Ocoee is located within Orange and comprises 16.67 square miles. Its population (2020) is 47,295. Over the past several years, **Ocoee** has been impacted by several natural disasters, including threats from tornadoes, flooding and hurricanes.



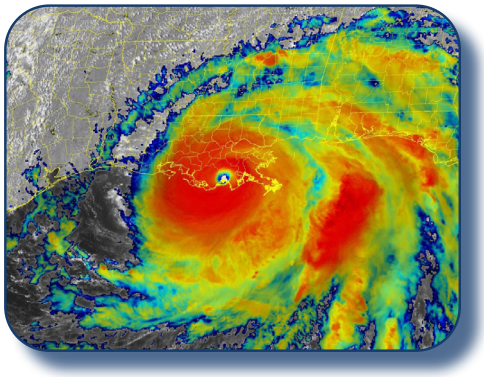
Hurricane Milton
DR-4834-FL (2024)



Hurricane Idalia
DR-4673-FL (2022)



Future Threat:
Hurricane



Using a Debris Management Plan adopted by **Ocoee,** DebrisTech proposes to implement its decades of expertise to assist you through all phases of a natural disaster. We will use a Category 3 Storm as an example scenario for timeline Phases 1 through 4 on the following pages.

PHASE 1: PREPARED READINESS (Pre-Event to Incident)

PHASE 2: IMMEDIATE RESPONSE (Day 0 to Response End)

PHASE 3: SUSTAINED RESPONSE (72 hrs to Debris Operations End)

PHASE 4: DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY

TIMELINE PHASES

Disaster Phases	Pre-Event to Incident	0-72 hrs	72 hrs to Debris Operations End	Post Debris Operations
PREPARED READINESS				
IMMEDIATE RESPONSE				
SUSTAINED RESPONSE				
DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY				

PREPARED READINESS (Pre-Event to Incident)

Normal Operations

- Maintain pre-event contract packets
- Logistics team maintains debris monitoring support equipment
- Administration team monitors Federal/State/Local guidelines to ensure regulatory changes are incorporated in debris monitoring processes and procedures

Elevated Threat

- DebrisTech notifies key personnel to be prepared to deploy within 24 hours of activation
- Closely monitor potential area of impact and type of potential event

Credible Threat

- Contact Client point of contact informing them that DebrisTech is prepared to deploy if needed
- Mobilize Project Management Team to safe location that is near the potential area of impact
- Contact previously hired monitors who live in the impacted and surrounding areas and placing on stand-by

TIMELINE PHASES



DEBRISTECH
QA/QC

PREPARED READINESS Quality Assurance/Quality Control

Starting well before any event occurs, DebrisTech's Administrative Team stays engaged with policy makers by attending trainings at conferences and by being active members in organizations such as Disaster Recovery Coalition of America (DRCA). DebrisTech stays ahead of all policy changes through these engagements.

DebrisTech's Administrative Team is available to meet with Clients in-person or virtually for pre-season training events to ensure the Client's Emergency Management Team is prepared for potential disasters.

IMMEDIATE RESPONSE (Day 0 to Debris Operations End)



Immediate Response Team Arrives – First 24 to 48 hrs (depending on level of impact)

- Project Management Team to perform administrative tasks:
  - Notice to proceed
  - Consulting on emergency procurement (if needed)
  - Consult on Client's force account debris operations to ensure compliance with reimbursement requirements
- Operations Team:
  - Set up Mobile Command Unit
  - Activate pre-hired monitors to area of response
  - Monitor first-push road clearing debris operations (if needed)



Project Startup – 48 hrs to 72 hrs

- Project Management assists/consults with Client for:
  - Estimating debris quantities
  - Identifying areas of impact
  - Debris Management Site activation/authorization
  - Coordinating with Debris Removal Contractors to determine staffing needs

TIMELINE PHASES

- Operations Team:
  - Advertising for local hiring
  - Training new hires
  - Certifying truck capacity, placarding trucks, and registering trucks in ADMS
  - Ensure debris management site is compliant with Local/State/Federal regulations
  - Begin monitoring right-of-way debris removal operations

DEBRISTECH QA/QC

IMMEDIATE RESPONSE Quality Assurance/Quality Control

DebrisTech's ADMS system includes QA/QC in each process step. This reduces the potential for human error in any step that can rely on automation. There are many processes that cannot be automated and allowing team members to focus exclusively on these steps increases efficiency.

DebrisTech's Truck Certification Software was custom designed to allow truck certifications to be quickly measured, data entered, volumes calculated and placards affixed to each truck. Calculations are performed within the system which removes the possibility of calculation errors. Trucks are randomly re-certified throughout operations. DebrisTech's ADMS system will not allow for new trucks to be brought into operations without the truck certification process.

*DebrisTech deploys **DT360** vehicles to every job to capture a visual baseline of the impacted area. This footage is captured exclusively for QA/QC purposes and can be referenced for a variety of uses.*

SUSTAINED RESPONSE (72 hrs to Response End)

Project Management

- Ensures daily debris reports are received by client representatives and contracted debris removal contractor management
- Assists with expedited project worksheet development (if needed)
- Ensures number of debris monitors is appropriate to the number of debris trucks, tree crews, and private property debris removal (PPDR) teams

TIMELINE PHASES

- Coordinates with Client and Debris Removal Contractors on different potential debris operations:
  - ROW Debris
  - Leaner/Hanger/Stump removal
  - Private Roads ROW Debris – Non-gated and open to public
  - Private Roads ROW Debris – Gated, Restricted Access, or infrequently used road.
  - PPDR
  - Waterway debris removal
- Ensures accurate and timely invoices are produced and submitted to Client representative

Operations Team

- Ensures safety compliance through daily safety briefing
- Maintains operational control of debris monitoring by:
  - Ensuring monitors are knowledgeable of debris regulation and guidance
  - Managing daily schedules to prevent burn-out
  - Clearly communicating operational changes to all debris monitors
  - Ensures quality of debris tickets through daily ticket reviews
- Communicates daily activities to Project Management

DEBRISTECH QA/QC

SUSTAINED RESPONSE Quality Assurance/Quality Control

DebrisTech iPads capture location by GPS and correlate the GPS location to the address, eliminating the need for monitors to manually type in this data. Images are taken of every debris load at pickup, entry and exit of Debris Management Sites to ensure eligibility. Images are captured of every hazardous limb, hazardous tree, along with measurements to ensure accuracy for invoicing and reimbursement. Project Managers review load tickets in real-time to provide immediate feedback to field monitors which can include field monitors having to recapture images.

Because DebrisTech maintains real-time ticket reviews, this allows every debris ticket to be reconciled at the close of business daily. DebrisTech Project Managers reconcile every ticket with Debris Removal Contractors prior to the Daily Reports going out each evening. Daily reconciliation identifies potential reimbursement issues before they become a costly error.

TIMELINE PHASES

DEBRISTECH QA/QC

IMMEDIATE RESPONSE Quality Assurance/Quality Control *(continued)*

DebrisTech's Administrative Team reviews Debris Removal invoices and provides recommended payment to each Client. Since data is reconciled daily accurate invoices are developed in a timely manner.

DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY

Project Management

- Debris Management Site closeout and reclamation
- Assist client with after-action-reports
- Maintain administrative support for Project Worksheet development, obligation, payment, and closeout

DEBRISTECH QA/QC

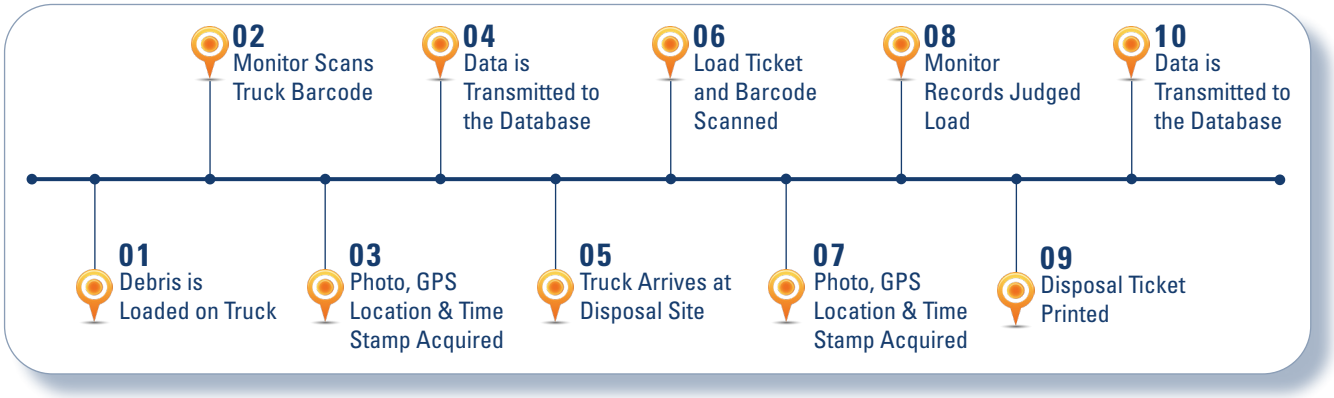
DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY
Quality Assurance/Quality Control

DebrisTech field operations end when debris operations conclude but DebrisTech's Administrative Team stays in close contact with every Client through every step of the reimbursement process. DebrisTech also performs project After Action Reviews with each Client to ensure a continual improvement of processes and procedures.

AUTOMATED DEBRIS MANAGEMENT SYSTEM



The proprietary DebrisTech ADMS offers real-time access to all aspects of debris removal operations via the DebrisTech database. Debris removal monitors, equipped with our tracking devices, maintain a bulletproof digital record from cradle to grave that serves as a cornerstone of our comprehensive quality assurance and control program. DebrisTech's ADMS data enables the debris management team to monitor the whereabouts and progress of debris removal crews, keep tabs on the type and quantity of collected debris, and thoroughly document loading and disposal details, including location, time, date, contractor, personnel, and equipment utilized. Furthermore, DebrisTech's system can grant agencies like FEMA or the Inspector General immediate access to this information. This access enables auditors to initiate their tasks promptly, leading to *faster reimbursement and recovery processes*. Our unwavering commitment to quality is embedded in every layer of the ADMS, ensuring transparent, accountable, and meticulously documented debris management at every stage.



DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary ADMS software.

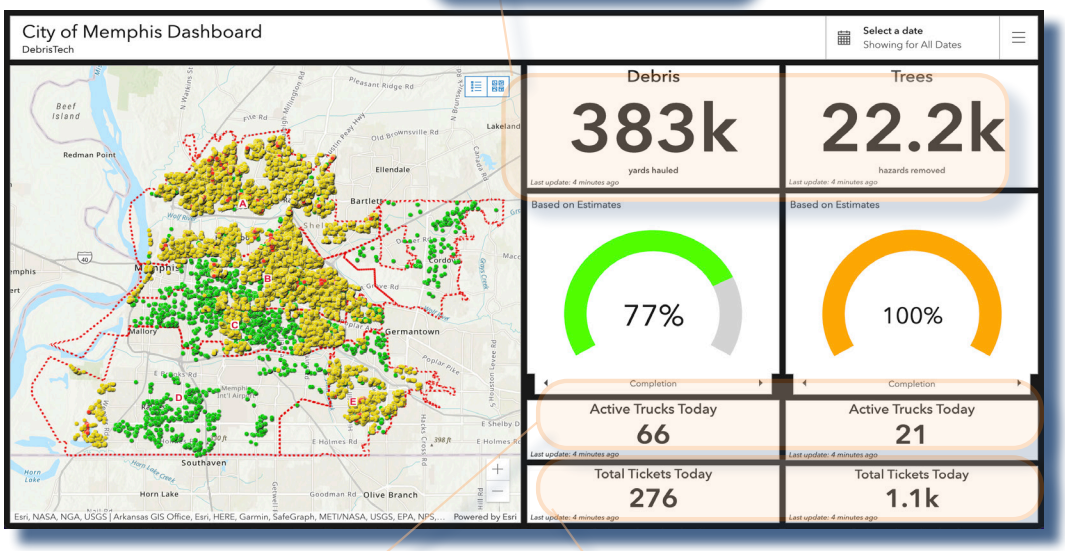
At NO additional cost, DebrisTech will customize reports to fit the needs of Clients. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential Clients, which is best accomplished with an in-person presentation.**



SAMPLE REPORTS

Our Dashboard gives the Client an easily accessible overview of the overall project's status and major statistics. This innovative map is interactive, allowing the Client able to zoom in, click on each individual dot and view the details of that E-Ticket. The color-coding for this **real-time data** is:

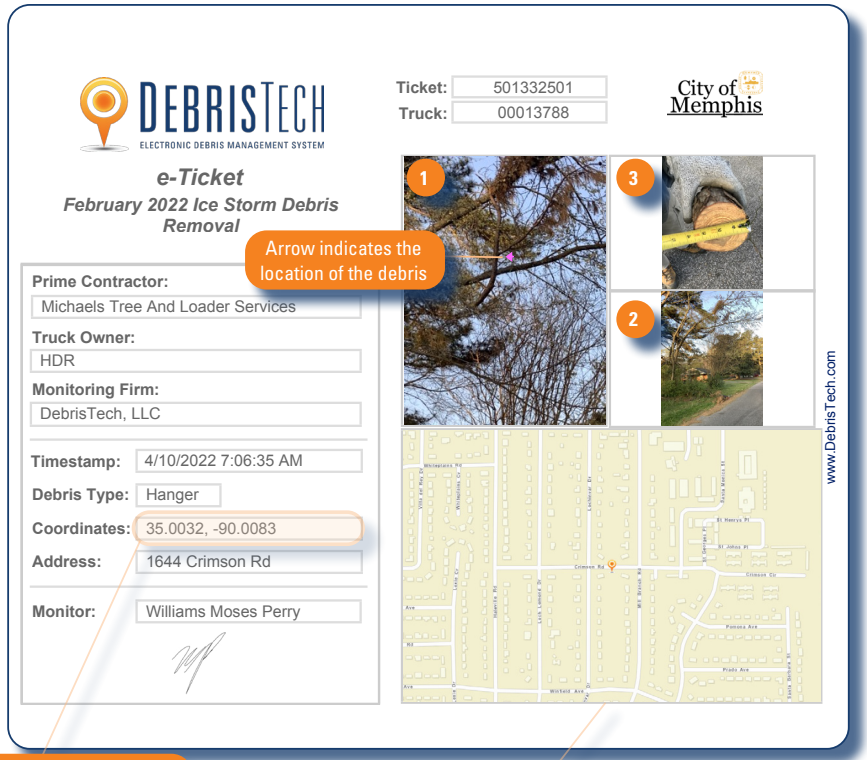
Green Dots - Vegetative Debris
Yellow Dots - Hangers
Red Dots - Leaners



Up-to-date totals of total CY of debris hauled and tree hazards removed

Active trucks hauling debris and removing hangers/leaners on this particular day

Daily ticket totals created by DebrisTech monitors



Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/ Leaner ticket: 1). Documentation of the debris pre-work
2). Infrastructure at risk by the debris (showing the right-of-way)
3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

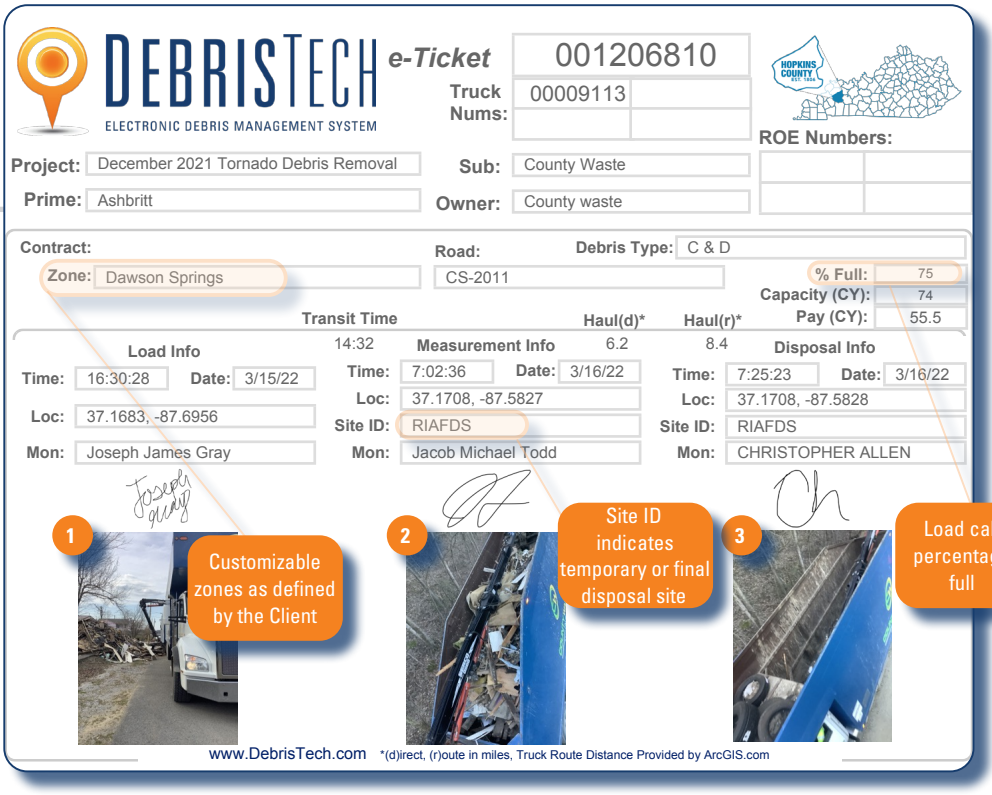
SAMPLE REPORTS

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)

2). Load call when the truck enters the disposal site to document the percentage full

3). Validation that the truck disposes of the entire load and leaves the disposal site empty



DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket 001206810

Truck Nums: 00009113

ROE Numbers:

Project: December 2021 Tornado Debris Removal | Sub: County Waste

Prime: Ashbritt | Owner: County waste

Contract: | Road: CS-2011 | Debris Type: C & D

Zone: Dawson Springs | % Full: 75 | Capacity (CY): 74 | Pay (CY): 55.5

Transit Time 14:32 | Haul(d)* 6.2 | Haul(r)* 8.4

Load Info: Time: 16:30:28 Date: 3/15/22 | Loc: 37.1683, -87.6956 | Mon: Joseph James Gray

Measurement Info: Time: 7:02:36 Date: 3/16/22 | Loc: 37.1708, -87.5827 | Site ID: RIAFDS | Mon: Jacob Michael Todd

Disposal Info: Time: 7:25:23 Date: 3/16/22 | Loc: 37.1708, -87.5828 | Site ID: RIAFDS | Mon: CHRISTOPHER ALLEN

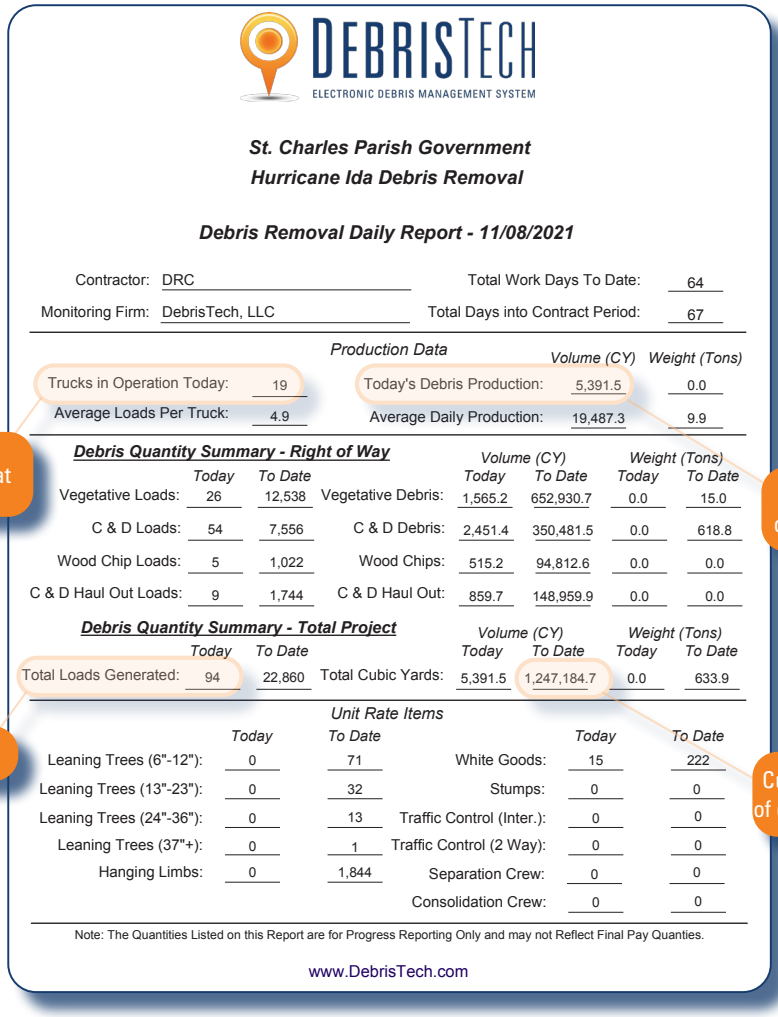
1 2 3

Customizable zones as defined by the Client

Site ID indicates temporary or final disposal site

Load call percentage full

www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com



DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM

St. Charles Parish Government
Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC | Total Work Days To Date: 64

Monitoring Firm: DebrisTech, LLC | Total Days into Contract Period: 67

Production Data

			Volume (CY)	Weight (Tons)
Trucks in Operation Today:	19	Today's Debris Production:	5,391.5	0.0
Average Loads Per Truck:	4.9	Average Daily Production:	19,487.3	9.9

Debris Quantity Summary - Right of Way

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Vegetative Loads:	26	12,538	Vegetative Debris:	1,565.2	652,930.7	0.0	15.0
C & D Loads:	54	7,556	C & D Debris:	2,451.4	350,481.5	0.0	618.8
Wood Chip Loads:	5	1,022	Wood Chips:	515.2	94,812.6	0.0	0.0
C & D Haul Out Loads:	9	1,744	C & D Haul Out:	859.7	148,959.9	0.0	0.0

Debris Quantity Summary - Total Project

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Total Loads Generated:	94	22,860	Total Cubic Yards:	5,391.5	1,247,184.7	0.0	633.9

Unit Rate Items

	Today	To Date		Today	To Date
Leaning Trees (6"-12"):	0	71	White Goods:	15	222
Leaning Trees (13"-23"):	0	32	Stumps:	0	0
Leaning Trees (24"-36"):	0	13	Traffic Control (Inter.):	0	0
Leaning Trees (37"+):	0	1	Traffic Control (2 Way):	0	0
Hanging Limbs:	0	1,844	Separation Crew:	0	0
			Consolidation Crew:	0	0

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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Total active trucks on that date

Daily load total

Daily total of debris removed

Cumulative total of debris removed

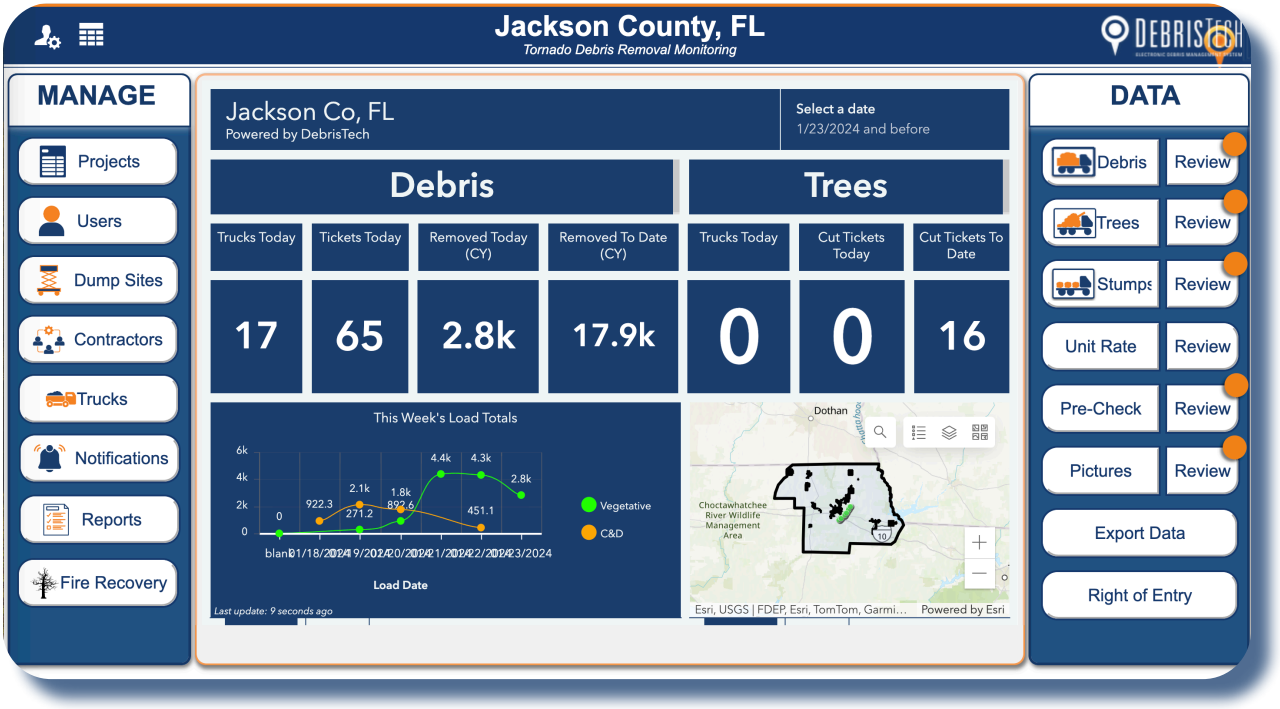
DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.

REAL-TIME DATA

Real-Time Data

The DebrisTech Automated Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The

SCALABILITY

Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains a minimum of 1000 devices.

Paper Tickets Not Necessary



The DebrisTech ADMS is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

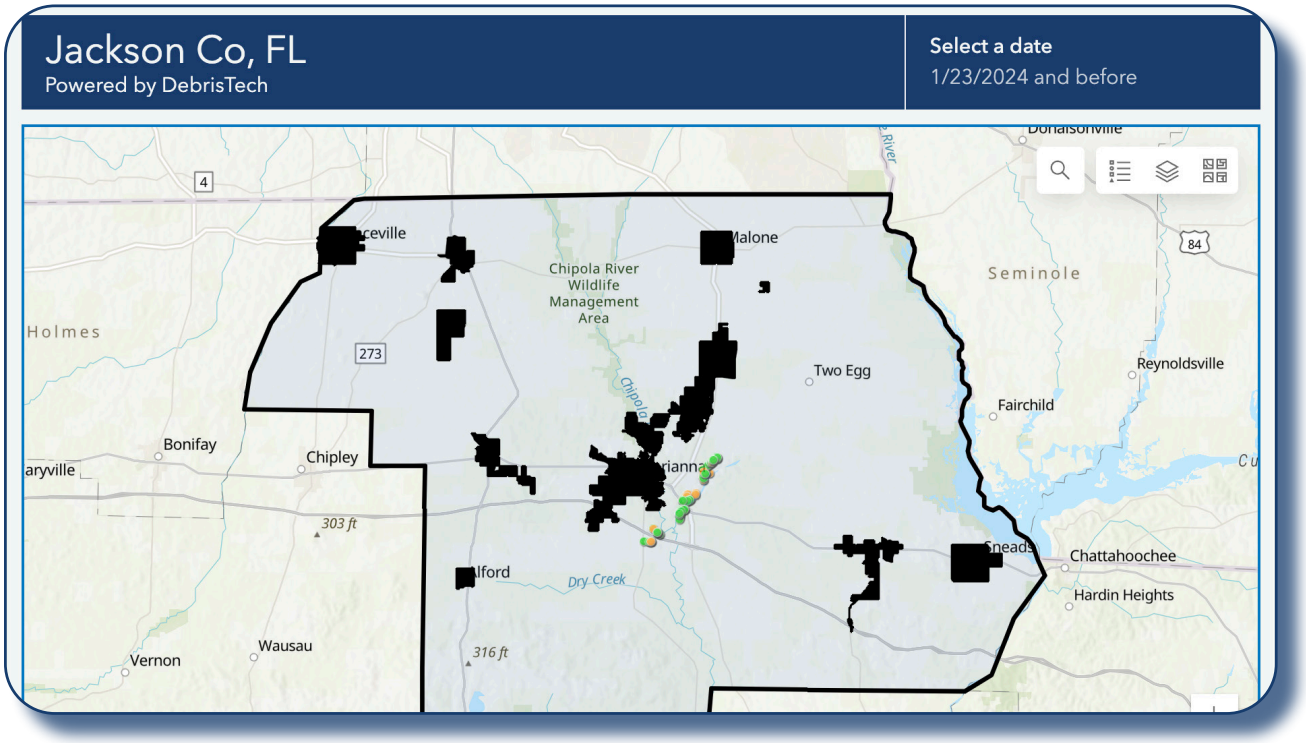
GIS FEATURES

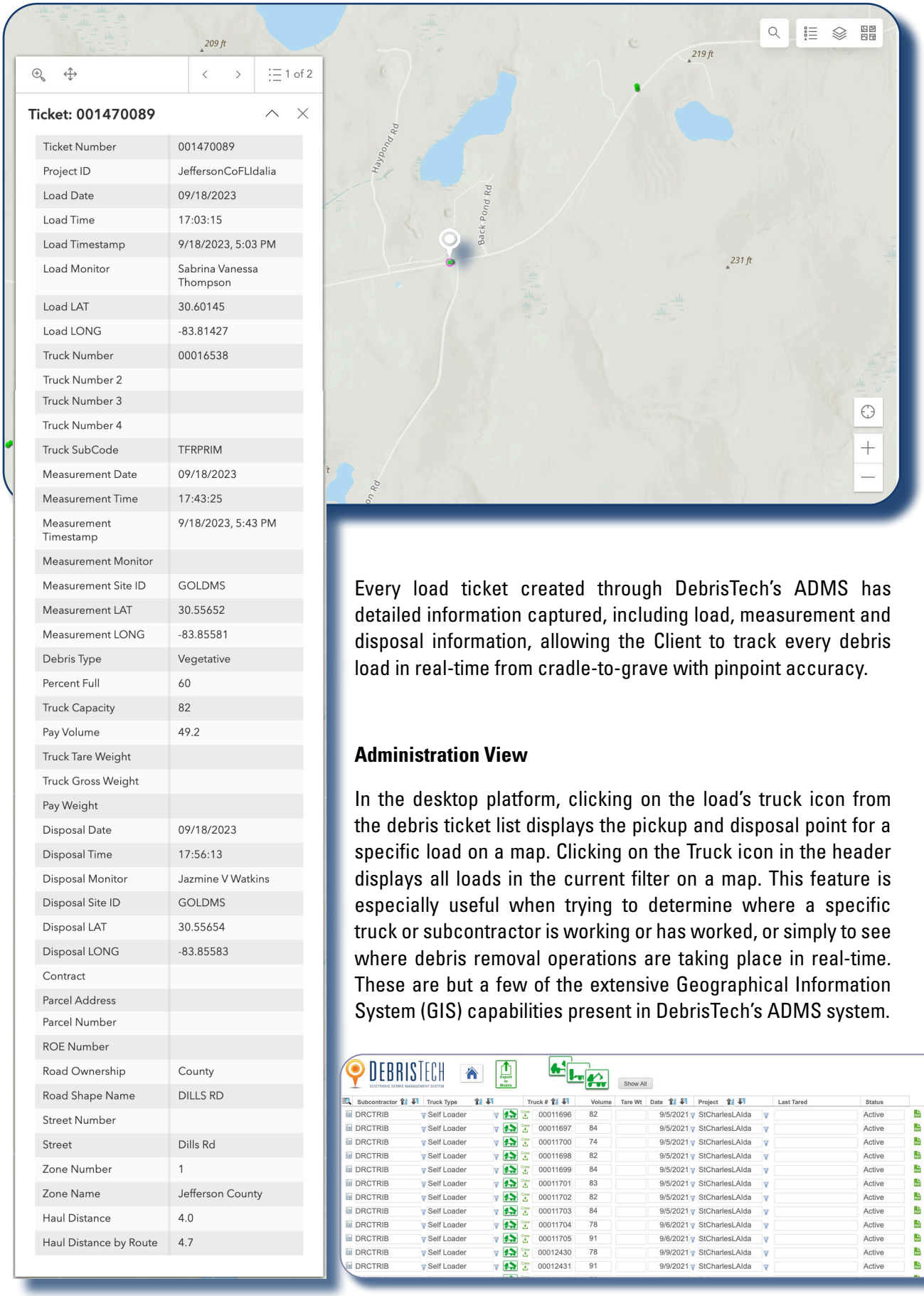
The DebrisTech ADMS provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

In the example below, Jackson County, FL is eligible for debris pickup while the individual cities within the County are excluded. Through DebrisTech's GIS capabilities, debris monitors would be unable to produce a load ticket within the excluded entities or outside of the Jackson County limits.





Ticket Number	001470089
Project ID	JeffersonCoFLIdalia
Load Date	09/18/2023
Load Time	17:03:15
Load Timestamp	9/18/2023, 5:03 PM
Load Monitor	Sabrina Vanessa Thompson
Load LAT	30.60145
Load LONG	-83.81427
Truck Number	00016538
Truck Number 2	
Truck Number 3	
Truck Number 4	
Truck SubCode	TFRPRIM
Measurement Date	09/18/2023
Measurement Time	17:43:25
Measurement Timestamp	9/18/2023, 5:43 PM
Measurement Monitor	
Measurement Site ID	GOLDMS
Measurement LAT	30.55652
Measurement LONG	-83.85581
Debris Type	Vegetative
Percent Full	60
Truck Capacity	82
Pay Volume	49.2
Truck Tare Weight	
Truck Gross Weight	
Pay Weight	
Disposal Date	09/18/2023
Disposal Time	17:56:13
Disposal Monitor	Jazmine V Watkins
Disposal Site ID	GOLDMS
Disposal LAT	30.55654
Disposal LONG	-83.85583
Contract	
Parcel Address	
Parcel Number	
ROE Number	
Road Ownership	County
Road Shape Name	DILLS RD
Street Number	
Street	Dills Rd
Zone Number	1
Zone Name	Jefferson County
Haul Distance	4.0
Haul Distance by Route	4.7

Every load ticket created through DebrisTech's ADMS has detailed information captured, including load, measurement and disposal information, allowing the Client to track every debris load in real-time from cradle-to-grave with pinpoint accuracy.

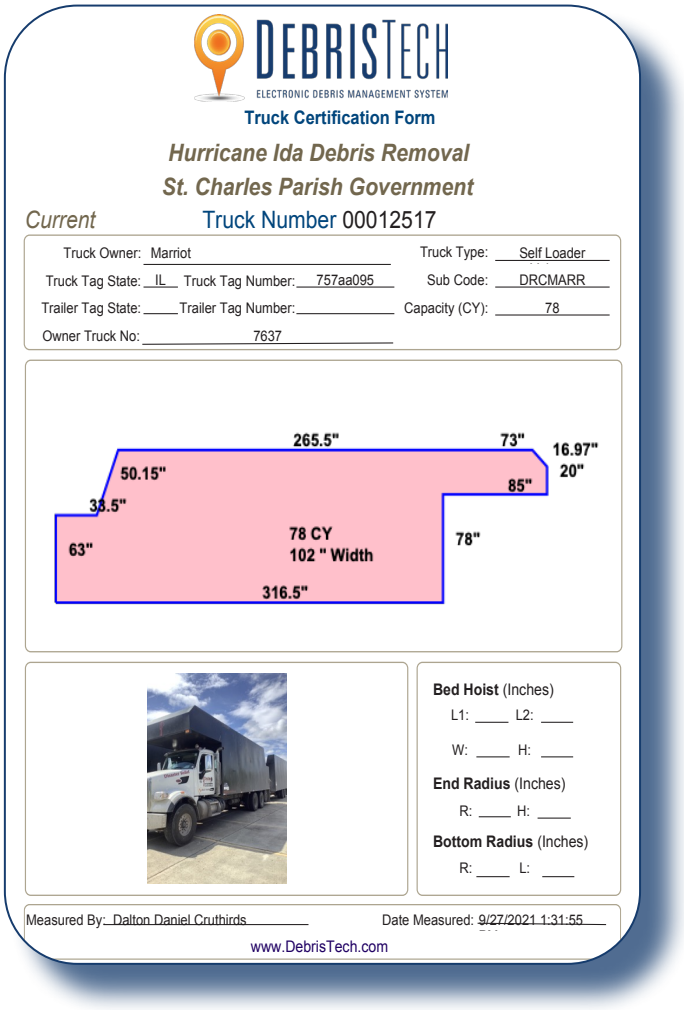
Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in DebrisTech's ADMS system.

VEHICLE REGISTRATION

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech ADMS automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.


DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Certification Form
Hurricane Ida Debris Removal
St. Charles Parish Government
Current Truck Number 00012517
Truck Owner: Marriot
Truck Type: Self Loader
Truck Tag State: IL Truck Tag Number: 757aa095
Sub Code: DRCMARR
Trailer Tag State: Trailer Tag Number:
Capacity (CY): 78
Owner Truck No: 7637
265.5"
73"
16.97"
20"
50.15"
85"
33.5"
78 CY
102 " Width
63"
78"
316.5"
Bed Hoist (Inches)
L1: L2:
W: H:
End Radius (Inches)
R: H:
Bottom Radius (Inches)
R: L:
Measured By: Dalton Daniel Cruthirds
Date Measured: 9/27/2021 1:31:55
www.DebrisTech.com

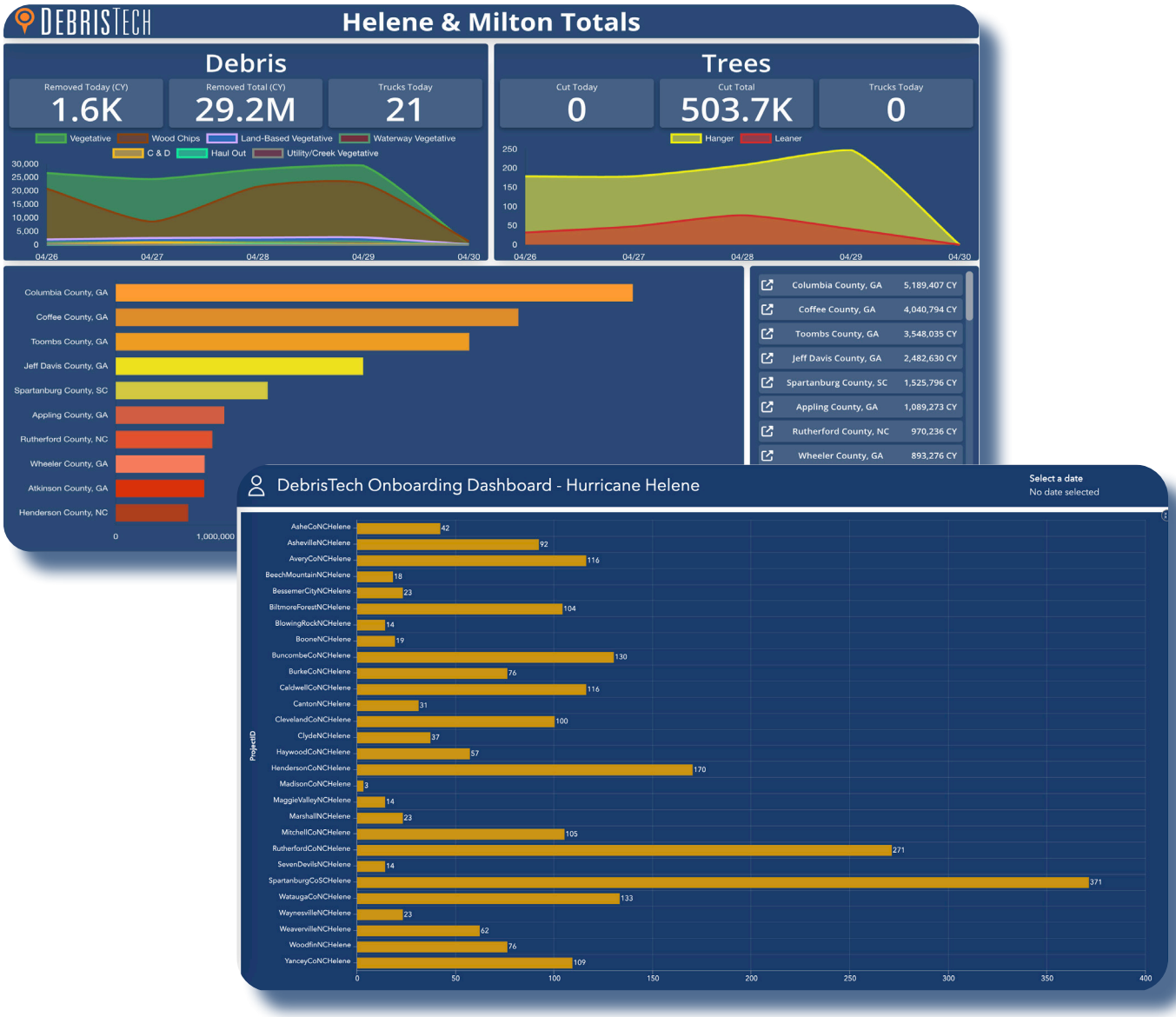
Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Each ticket has its barcode scanned using specially configured iPads. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

STAFFING CAPACITY

In late September 2024, a generational disaster event occured when Hurricane Helene devastated the Big Bend area of Florida as well as the entire Southeastern United States. It was the strongest hurricane on record to strike the Big Bend region of Florida, the deadliest Atlantic hurricane since Maria in 2017, and the deadliest to strike the mainland U.S. since Katrina in 2005.

In response, DebrisTech activated simultaneously for 67 clients across four states, onboarding over 4500 new employees to meet all project obligations. DebrisTech has demonstrated its ability to scale up to meet the largest client demands. Below shows real-time dashboards from our project totals as well as hiring totals from several of our projects in North Carolina.



MOBILE **CAPACITY**

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution with hundreds of full-time team members.

Our state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. Our primary office is located in Picayune, MS, but our mobile command trailers allow us to fully deploy anywhere within the United States.





DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. Click this link or scan the QR code to see sample **DT360** footage.

EXHIBIT "C"
PRICE PROPOSAL FORM FOR RFP #25-0007 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT

This will be a firm, fixed-price Contract and the Scope of Services to be completed by Contractor as defined in this RFP consists of specific tasks. Compensation for the work tasks stated herein shall be in accordance with the following Price Proposal:

Item	Hours*	Hourly Rate**	Total Price
Project Manager	40	$85.00	$3,400.00
Operations Manager	80	$75.00	$6,000.00
Data Manager	80	$55.00	$4,400.00
Field Supervisor	160	$65.00	$10,400.00
Environmental Specialist	40	$95.00	$3,800.00
Field Monitor (loading)	2,000	$45.00	$90,000.00
Tower Monitor	1,000	$45.00	$45,000.00
Data Entry Clerk (QA/QC)	500	$0.00/No charge	$0.00
Billing Invoice Analyst	160	$55.00	$8,800.00
Scheduler/Expediter	80	$0.00/No charge	$0.00
Drop-Off Monitor	500	$45.00	$22,500.00
GIS Analyst	80	$55.00	$4,400.00
Senior PA Grant Manager	80	$150.00	$12,000.00
PA Grant Analyst	160	$135.00	$21,600.00
PA Grant Specialist	160	$120.00	$19,200.00
Administrative Assistant	80	$55.00	$4,400.00
Field Monitor with EDMS HHU	1,000	$45.00	$45,000.00
Tower Monitor with EDMS HHU	1,000	$45.00	$45,000.00
		Total:	**$** $345,900.00

*Hours will be used to calculate the total price of these items for evaluation purposes and are no guarantee of actual quantities requested. Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by the City.

**If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal. In the case of a discrepancy between the hourly rate and total cost, the hourly rate shall prevail.

**Hourly rate shall include all overhead, profit and expenses to provide the requested service. All costs for travel, per diem, equipment, safety gear, office space, supplies and other costs shall be included in the hourly rates.

Other Required Positions – The Respondent may include other positions with hourly rates and attach job descriptions for each position. Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Proposal Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Company Name: DebrisTech, LLC Date: June 3, 2025

Signature: _____

Print: Debra McCormick Title: Chief Administrative Officer

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
DebrisTech, LLC
923 Goodyear Blvd.
Picayune, MS 39466

SURETY:
(Name, legal status and principal place of business)
West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Ocoee, Finance Department/Purchasing
Attention: Shannon Hopper, CPPB, Purchasing Technician II
1 N. Bluford Avenue
Ocoee, FL 34761

BOND AMOUNT: One Thousand Dollars and 00/100

PROJECT:
(Name, location or address, and Project number, if any)
RFP #25-007 Emergency - Disaster Debris Monitoring Services Term Contract

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of June , 2025

	DebrisTech, LLC
(Witness)	*(Contractor as Principal)* *(Seal)*
	President
	(Title)
	West Bend Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Kimberly Barhum, Attorney-In-Fact

Init.

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WEST BEND®

Bond No. n/a

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kimberly Barhum, Chris Boone, Jim Brashier, Jr, Lisa Butler, Debbie Dunaway, David Fortenberry, Dewey Mason, Patrick Mason, Markham McKnight, Charlotte Ramsey, Kathleen Scarborough

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 3rd day of June, 2025.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

Gallagher
Insurance | Risk Management | Consulting

16 Thompson Park
Hattiesburg, MS 39401
USA o

601.544.8703
www.ajg.com

April 16, 2025

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with West Bend Insurance Company.

Our company represents DebrisTech, LLC for all of their bonding needs and have found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their experience, we have considered single jobs of $30,000,000 with an aggregate program of $50,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Arthur J. Gallagher Risk Management Services, Inc. along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David R. Fortenberry
Senior Vice President, Executive Risk Advisor

FNB
PICAYUNE
Your Hometown Bank Since 1947

Date: April 17, 2025

Re: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains two business lines of credit for a total of $7,600,000.00 which both currently have zero balances. They also maintain a business demand deposit account handled in a satisfactory manner.

This company is deemed to be credit worthy from every aspect of our credit underwriting and thus a level one borrower. Based on knowledge of this customer's financial strength, the borrower has the capability to finance the anticipated volume of work for a minimum of 60 days without interference or a slowdown in the work whatsoever.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

David B. Hemeter, President & CEO
Email: dbhemeter@fnbop.com
Phone: 601-749-3227

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT & CEO FNB PICAYUNE BANK
121 EAST CANAL ST., P. O. BOX 848, PICAYUNE, MS 39466 PHONE (601) 749-3228 FAX (601) 749-3284

LITIGATION **SUMMARY**

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010, nor has it operated under any other name since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employe employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.

Audited financial statements will be be provided directly to the Client upon direct written request. For more information, please contact our Chief Financial Officer, Daniel Baxter. dbaxter@debristech.com

EXHIBIT "F"
RFP #25-007 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.

DebrisTech, LLC
COMPANY NAME

601-658-9598
TELEPHONE (INCLUDE AREA CODE)

601-658-9656
FAX (INCLUDE AREA CODE)

debra@debristech.com
E-MAIL ADDRESS

Debra McCormick
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Debra McCormick/ Chief Administrative Officer
NAME/TITLE (PLEASE PRINT)

923 Goodyear Blvd.
STREET ADDRESS

Picayune MS 39466
CITY STATE ZIP

FEDERAL ID # 27-3362906

_____Individual _____Corporation _____Partnership x Other (Specify) LLC

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of May, 2025.

Personally Known ✓ or
Produced Identification _____

_____
(Type of Identification)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

Notary Public - State of MS
County of Pearl River

LL (May 2[illegible]2025 09:50 CDT)
Signature of Notary Public

Lacey Lee
Printed, Typed or Stamped Commissioned Name of Notary Public

EXHIBIT "G"
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 satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: DebrisTech, LLC

Signature: Debra McCormick

By: Debra McCormick
(Print or Type Name)

Title: Chief Administrative Officer

Date: 05/30/2025

EXHIBIT "H"
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:

DebrisTech, LLC
Firm Name

Debra McCormick
Signature

Debra McCormick / Chief Administrative Officer
Name and Title (Print or Type)

05/30/2025
Date

EXHIBIT "I"
NON-COLLUSION AFFIDAVIT

Debra McCormick, being first duly sworn deposes and says:

1. He/She is the Chief Administrative Officer (Owner, Partner, Office, Representative or Agent) of DebrisTech, 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: Debra McCormick
Title: Chief Administrative Officer

STATE OF Mississippi
COUNTY OF Pearl River

Sworn to and subscribed before me by means of ☐ physical presence or ☑ online notarization, this 30th day of May, 2025, by Debra McCormick who ☑ is personally known to me or ☐ has presented _____ as identification.

LL (May 2[illegible]2025 09:50 CDT)
Notary Public
My Commission Expires: June 7, 2026

EXHIBIT "J"
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 May 30, , 2025.

By: Debbie McCormick

Chief Administrative Officer
(Title)

Official Address (including Zip Code):

923 Goodyear Blvd.

Picayune MS 39466

EXHIBIT "K"
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: DebrisTech, LLC

By: Debra McCormick
(Authorized Signature)

Printed Name and Title: Debra McCormick, Chief Administrative Officer

Date: 05/30/2025

EXHIBIT "L"
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: Debra McCormick
Print Name: Debra McCormick
Print Title: Chief Administrative Officer
Company Name: DebrisTech, LLC

STATE OF Mississippi
COUNTY OF Pearl River

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☑ online notarization, this 30th day of May, 2025, by Debra McCormick, as Chief Administrative Officer of DebrisTech, LLC, who is ☑ personally known to me or ☐ produced _____ as identification.

(Seal)



LL (May 2[illegible]2025 09:50 CDT)
Notary Public Signature
Print Notary Name: Lacey Lee
My Commission Expires: June 7, 2026

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

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of DebrisTech, LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
3. Entity is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in Entity.
5. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
7. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Further Affiant sayeth naught.

Authorized Signature: Debra McCormick
Printed Name: Debra McCormick
Title: Chief Administrative Officer

STATE OF Mississippi
COUNTY OF Pearl River

The foregoing instrument was acknowledged ☐ by physical means / ☑ by electronic means before me this 30th day of May 2025, by Debra McCormick, who ☒ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☐ did not take an oath.

(Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

LL (May 2[illegible]2025 09:50 CDT)
Notary Public Signature
Print Notary Name: Lacey Lee
My Commission Expires: June 7, 2026

EXHIBIT "N"
CONTRACTOR'S E-VERIFY AFFIDAVIT

I hereby certify that DebrisTech, 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 DebrisTech, LLC [contractor] proof of registration in the E-Verify system is attached to this Affidavit.

Authorized Signature: Debra McCormick
Printed Name: Debra McCormick
Date: 05/30/2025

STATE OF Mississippi

COUNTY OF Pearl River

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 30th day of May 2025, by Debra McCormick -- Chief Administrative Officer (name and title of officer or agent) of DebrisTech, LLC (name of contractor company acknowledging), a MS (state or place of incorporation) corporation, on behalf of the corporation. He/she ☑ is personally known to me or ☐ has produced _____ as identification.

(Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

Notary Public Signature
Print Notary Name: Lacey Lee
My Commission Expires: June 7, 2026

EXHIBIT "O"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: DebrisTech, LLC

Unique Entity ID (UEI) number: FHEBJMZWUJ31

CAGE Code: 7Y5M6

Physical Address: 923 Goodyear Blvd.
Picayune MS 39466

Expiration date of Registration: July 19, 2025

EXHIBIT "P"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] DebrisTech, LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, [Company] DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Debra McCormick
Signature of Contractor's Authorized Official

Debra McCormick Chief Administrative Officer
Name and Title of Contractor's Authorized Official

05/30/2025
Date

DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

335 N. Monroe St., Tallahassee FL 32301

CITY OF OCOEE

REQUEST FOR PROPOSALS
RFP #25-007

EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT



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RFP #25-007
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT

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Submit with Proposal

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (City) is soliciting sealed proposals for **RFP #25-007 Emergency Disaster Debris Monitoring Services Term Contract.** Proposals will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on June 3, 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. No Pre-proposal conference is scheduled at this time. All questions regarding this RFP shall be in writing and directed to Shannon Hopper, CPPB, Purchasing Technician II, 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, April 27, 2025.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #25-007
EMERGENCY DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT

A. The City of Ocoee, Florida (City), in conformance with Chapter 21, Purchasing Policy and procedures of the City, and the Federal Procurement Standards set forth in the Uniform Guidance at 2 CFR 200.317 - 200.327, as applicable, is soliciting sealed proposals from qualified firms or individuals, hereinafter called "Proposer, Respondent, Bidder, or Participant/Firm." submitting a proposal for the services being solicited. **Respondents who are currently under contract with the City of Ocoee for Debris Removal services are not eligible to contract with the City of Ocoee for Debris Monitoring services.** 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 shall be disqualified. Proposals must be typewritten 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. Prospective Respondents may secure a free copy of the documents required for submitting a Proposal through the Bonfire platform by accessing the City's published solicitation page https://ocoee.bonfirehub.com. For more information 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; there is no charge to use Bonfire. Partial sets of documents required for submitting a Proposal will not be issued.

C. The City ONLY accepts 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 submissions 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. 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.

D. **Deadline for Receipt of Questions:** The City will receive questions regarding this RFP only through written inquires directed to Shannon Hopper, CPPB, Purchasing Technician II, at shopper@ocoee.org OR through the questions and answer section of this project file on Bonfire until **May 27, 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.

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

F. **Proposal Submission Deadline:** Proposals will ONLY be accepted electronically through the Bonfire Platform **until 2:00 p.m., local time, on June 3, 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.

G. **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.

H. Respondents shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal. The City's current Emergency-Disaster Debris Removal (RFP #24-009) term contracts and Emergency-Disaster Debris Monitoring Services (RFP #19-011) contracts are available on the City's website at https://www.ocoee.org/323/Purchasing and then selecting "Active Term Contracts" from the menu on the left. The list of the City's current term contracts is also available by selecting "Active Term Contract List" from the menu. Note: the term contracts Awarded and Executed for this RFP will supersede the current term contracts.

I. 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(s) should be selected by the City Commission. 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.

J. **Submission of a proposal shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFP.** The failure or neglect of a Respondent 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.**

K. 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 the instance of any Respondent failing 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.

L. 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 Respondents;
- 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 Respondent'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 Respondent or the rejection of its Proposal.

M. **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).]

N. **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.

O. **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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccdl@ocoee.org, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

P. FEDERAL GRANTS: All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 327.

In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

Q. **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 Respondent 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 Respondent which, in the City's sole discretion, is the most responsive and responsible Respondent. The City reserves the right, as an aid in determining which proposal is responsible, to require a Respondent to submit such additional evidence of Respondent'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 Respondent, 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

RFP #25-007 GENERAL TERMS & CONDITIONS

1. BID SECURITY

a) Each proposal must be accompanied by a Cashier's/Certified Check or Company Check upon an incorporated bank or trust company, **or** a Bid Bond in an amount equal to ONE THOUSAND DOLLARS ($1,000.00). A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. Checks will be deposited by the City. The cashier's check, company 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.

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, CPPB, Purchasing Technician II, 1 N. Bluford Avenue, Ocoee, FL 34761**;** failure of a Respondent to provide the original bid security shall 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 & PAYMENT BOND

Provide a Letter of Intent from a qualified surety company indicating the Respondent's bonding capacity for this project (performance and payment bond) and the surety's willingness to issue such a bond that is in compliance with Florida Statute 255.05 in an amount in an amount equal to or greater than the amount of the original contract. The Contractor shall, without expense to the City, and within five (5) days of a written Notice to Proceed issued by the City for the commencement of any services (not at the time of contract signing), furnish a 100% Performance and Payment Bond on the form provided in this RFP as security for the timely performance and payment of its services. Said performance and payment bonds will be in the amount of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) and **shall be submitted on the attached form**. (See

Exhibit B1 & B2.) All premiums for the performance and payment bonds shall be paid by the Contractor. The performance and payment bonds shall be written by a surety company listed on the U.S. Treasury, Fiscal Service, Bureau of Governmental Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies" and approved by the City. NOTE: Only the successful Respondent who enters into a contract with the City is required to supply a performance and payment bond within five (5) days of a written Notice to Proceed issued by the City for the commencement of services under this contract.

3. PATENT INDEMNITY

Except as otherwise provided, the successful Respondent 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 Respondent 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 Respondent 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.

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.
a) 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 to be awarded to the overall most responsive and responsible Respondent according to the evaluation criteria listed in this RFP, to include a successful reference check. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. 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.
4. The bid protest shall be filed with the Purchasing Agent 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.
5. The Purchasing Agent, 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) Each 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 this RFP, including the RFP Exhibits and Federal Requirements, for the initial period of three (3) years with two (2) separate automatic one (1) year renewal terms. The contract may be optionally renewed for an additional one-year period at the option of the City after the completion of the renewal terms.
a) 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 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 Respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Submit 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. **Submit attached form with proposal.**

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. 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.

19. 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.**

20. 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.**

21. 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 - **Submit attached affidavit with Proposal**

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.

22. SCRUTINIZED COMPANIES:

Respondent certifies that the company is not participating in a boycott of Israel. Respondent certifies that 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, as amended from time to time. In the event that Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, 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. Respondent 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 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. **Submit the attached Form with proposal.**

23. SMALL, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESS, AND LABOR SURPLUS AREA FIRMS:

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

24. 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.

25. STANDARD INSURANCE REQUIREMENTS:

Contractor 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
   - $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

3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: 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 Contractor's policy, as specified above.

4) Owner's Protective Liability Insurance: **N/A for Debris Monitoring 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 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**. **N/A for Debris Monitoring Services**.)
   - $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.

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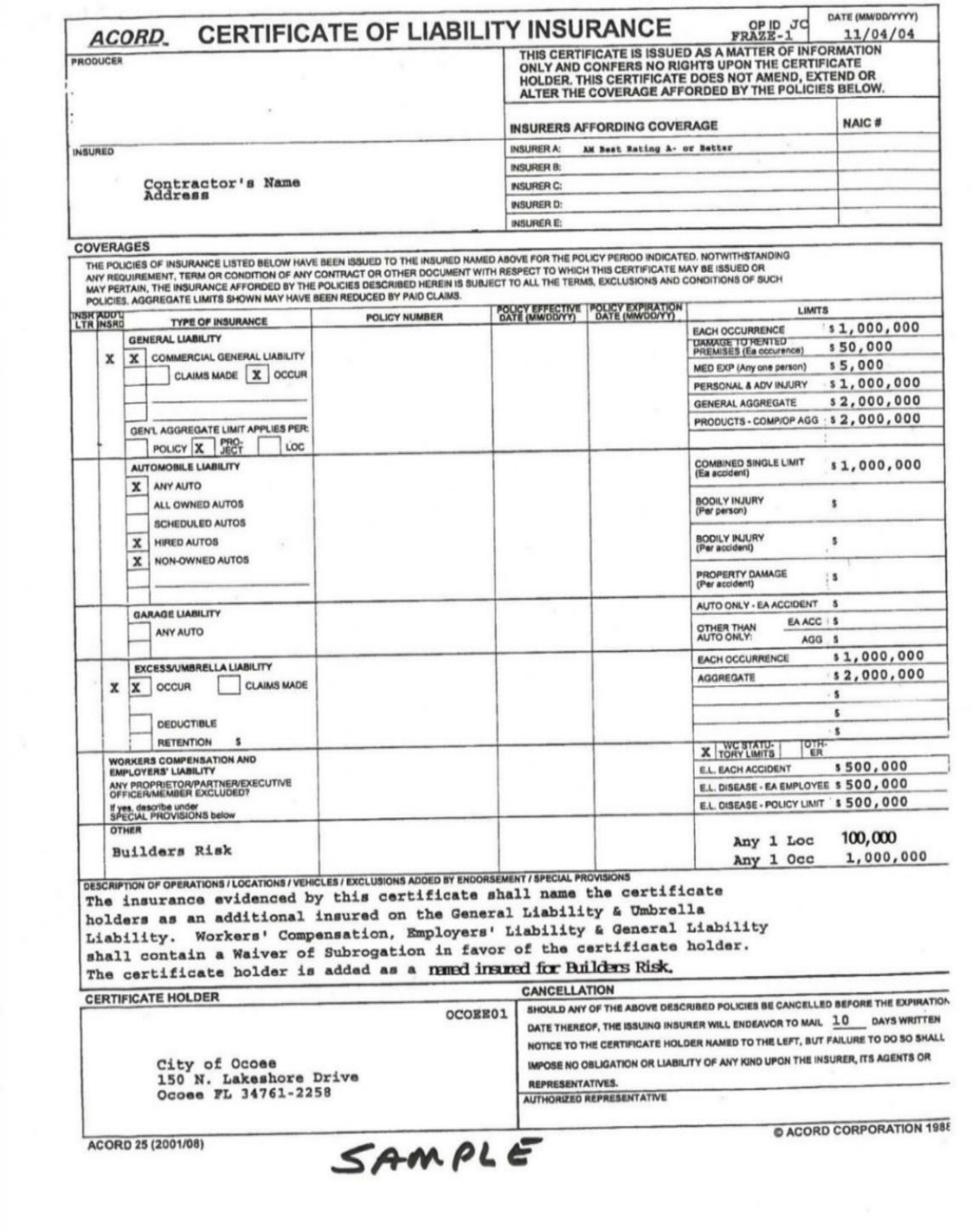


ACORD. CERTIFICATE OF LIABILITY INSURANCE

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 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

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 1988

SAMPLE

Note New address: City of Ocoee, 1 N. Bluford Ave., Ocoee, FL 34761

26. 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, indicate none in the space below. (Attach additional sheets, if necessary)

_____
_____
_____
_____
_____
_____
_____

27. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

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

28. SUBCONTRACTORS:

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. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval <u>before</u> any work shall commence by the additional subcontractor on this project.**

29. 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.

_____
_____
_____
_____

30. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall complete the following blanks regarding experience with similar type of work. Respondent must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three (3) years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Does Respondent have any similar work in progress at this time? Yes___ No ___
Length of time in business: _____

Bank or other financial references**:**

_____
_____
_____
_____
_____
_____

30. EXCEPTIONS:

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

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

_____
_____
_____
_____
_____
_____

31. 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, excluding dividers, and excluding all required forms to be submitted in response to 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 must provide the following content when responding to the RFP.

TABLE OF CONTENTS
COVER LETTER
SECTION 1 – COMPANY INFORMATION

- Firm's legal name, history, number of years in business, etc.
- List of all firm's supervisory employees, their qualifications, and their role in providing the required services.
- Firm and key employee certifications and licenses with regulatory agencies, professional organizations, etc. The firm must be licensed to do business in the State of Florida and registered with the Florida Secretary of State www.sunbiz.org.
- Firm's sub-contractors, their qualifications, and their role in providing the required services.
- List and quantity of firm's (and firm's sub-contractors' if applicable) type and quantity of equipment to be used for this contract.

SECTION 2 – COMPANY EXPERIENCE/REFERENCES

- Current and projected workload of the Firm. Provide project names, client names, project commencement and projected completion dates, and dollar value of the project.
- List of firm's other current or recently completed similar services within the past three (3) years with other public or private agencies. Provide a verifiable statement with supporting references of the Firm's experience and familiarity with FEMA public assistance program, including FEMA grant reimbursement management.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.

SECTION 3 – OPERATIONAL PLAN

- Provide an explanation detailing how the firm has successfully executed its operational plan in response to other disasters it has managed over the past three (3) years.

- Provide an explanation detailing the firm's ability to identify, record, and categorize disaster debris into separate projects based on material type and location per FEMA requirements.
- Submit a narrative that outlines the firm's procedures in meeting the disaster monitoring services listed in the Scope of Services.

SECTION 4 – PRICE PROPOSAL

- Exhibit C – Price Proposal Form. Respondent's price shall be submitted on the Price Proposal Form in the format provided and included in this section. The price proposal shall provide a fixed-fee breakdown based on hourly rate of each individual staff position, with the pricing submitted to include any and all chargeable services, including all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as, but not limited to, travel, lodging, meals and telephones/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the proposed pricing breakdown. There shall be no separate reimbursement for such expenses under this total fee/price arrangement.

SECTION 5 – FORMS (Excluded from the page count)

- Bid Security
- Surety Company Letter of Intent
- Summary of Litigation
- Acknowledgement of any Addenda issued
- Subcontractor & Equipment Listing
- References
- Exceptions to Contract Documents
- If applicable, Respondent's proof of small business, minority business, veteran-owned business, women's business enterprises, or labor surplus area firm. Include copy of Respondent's certification. Points awarded for Responding firm only. Partial points are not awarded for subcontractors.
- All forms listed on Table of Contents as to be submitted with your proposal.

32. EVALUATION CRITERIA:

The criteria for making an award recommendation are as follows:

EVALUATION CRITERIA	POINTS
1. Ability to rapidly mobilize and respond	**0 - 30**
2. Company's Experience and References	**0 - 20**
3. Operational Plan	**0 - 20**
4. Price Proposal	**0 - 20**
5. Certified small, minority, veteran-owned business, women's business enterprises, or labor surplus area firm	**0 - 10**
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.)

33. SELECTION PROCESS:

A City evaluation committee will evaluate each Respondent's qualifications and will short-list and recommend to the City Commission one (1) firm and one (1) alternate firm, if possible, in ranked order of qualifications, based upon the evaluation committee's evaluation of the proposals and any client references. The Evaluation Committee may conduct discussions with, and may require oral presentations from, the top ranked Respondents, at the discretion of the Evaluation Committee. All Respondents will 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 City Commission shall be the final authority in the award or rejection of any all responses.

The City reserves the right, before awarding the contract, to require a Respondent to submit such additional evidence of its qualifications, as the City may deem necessary. The City shall be the sole judge of the competency of Respondents. All successful Respondents are required to and shall execute an agreement with the City.

34. TIME SCHEDULE:

The anticipated schedule of events related to this solicitation is:

Date of RFP	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 held
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 SERVICES
EMERGENCY-DISASTER DEBRIS MONITORING SERVICES

1.0 GENERAL

This pre-event contract is subject to the provisions of 2 C.F.R. Part 200 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act. This statement of work describes and defines the services required for the execution of paper and electronic debris removal monitoring, including grant (reimbursement) management, for the City following a natural disaster. The Contractor shall provide all services described herein. Activities include, but are not limited to, monitoring the following - field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other City facilities will be identified by the City and direction will be given to the Contractor for clearing these roads and facilities. The City reserves the right to add or remove highway segments at Engineer's direction. While this contract scope provides for debris monitoring services off the state road system, no work on or off the State Road System is guaranteed. The City, at its sole discretion, may elect to perform work with in house forces or other contract forces, or may cancel this contract at any time if it is in the best interest of the City to do so.

The Contractor shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), the Florida Department of Emergency Management (FDEM), and other applicable federal, state and/or local programs to assist the City in its Emergency Response and Recovery efforts. Proper documentation by the Contractor as required by FHWA, FEMA, or FDEM is required for all debris removal operations to ensure reimbursement to the City from the appropriate agency. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Department of Emergency Management (FDEM), or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate federal agency. Contractor shall comply with FHWA and/or FEMA and/or FDEM laws and regulations, including those now in effect and hereafter adopted. FHWA will only pay for debris due to an event "not declared a major disaster or emergency by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act". Therefore, any time there is a Presidential Declaration within the State of Florida, all debris removal activities on federal-aid roads, first push/first pass or otherwise, will become potentially reimbursable by FEMA.

The Contractor will be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit, as defined. Proper notification must be given to the City as costs approach this limit. The work will begin upon authorization by the City. No guarantee of minimum or maximum amounts per bid items is made under this Agreement. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs. In the event of impact of the disaster on another City, the terms and conditions of this Agreement may apply to work in the affected City when conducted under the terms of this Agreement.

2.0 SERVICES TO BE PROVIDED BY CONTRACTOR

The City of Ocoee (City) is requesting proposals from qualified firms to assist in the monitoring of all aspects of disaster debris collection, processing and disposal operations on behalf of the City, ensuring compliance with the FEMA Public Assistance Debris Monitoring Guide, which is incorporated by reference and other Federal requirements (including, but not limited to FHWA & OSHA) and the City's applicant debris management plans as related to contractor operation, oversight, truck measurements/certification, accurate load tracking (ticket or electronic) preparation and issuing, monitoring (including GPS and photograph documentation), report preparation, project administration, and grant (reimbursement) management.

The debris monitoring Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tracking (ticket or electronic) at debris pick-up loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each disposal site licensed and permitted by the State of Florida, and support the operations of the field supervisor(s), debris loading and tower/site monitors, administrative and clerical staff, and grant reimbursement management.

BACKGROUND INFORMATION

The City currently has four (4) firms under contract for emergency-disaster debris removal services. Approximately 35,000 cubic yards of vegetative debris was removed after Hurricane Ian and after Hurricane Milton. The City's Sanitation Team removed the C&D materials. For Local and State Roads, see Exhibit "R" Map of Roadways on the Federal Aid System.

MANDATORY MINIMUM QUALIFICATIONS

The following mandatory minimum qualifications have been established. Subject to the City's right to waive minor irregularities, Respondents that do not meet the mandatory minimum qualifications will be deemed non- responsive and will not be considered for further evaluation.

1. The proposing firm must have at least three (3) years of experience in disaster recovery monitoring and Federal grant management as a result of federally declared events in the State of Florida.

2. The proposing firm must provide evidence of successful completion of a minimum of three (3) projects for a public entity, involving monitoring the removal and processing of over 100,000 cubic yards of debris, to include grant reimbursement management with FEMA/FHWA/FDEM.

3. The proposing firm shall demonstrate on the date of submission the ability to qualify for a $20,000 performance bond by providing a letter from a surety to that effect.

4. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

SCOPE OF SERVICES & TECHNICAL REQUIREMENTS

Contractor shall provide all services described herein. Activities will include, but are not limited to monitoring and accurate documentation (including GPS and photographs) of the following: (a) field operations regarding all storm generated debris; (b) debris pickup; (c) debris hauling; (d) debris delivery; (e) debris staging and reduction; (f) temporary debris storage site management; (g) debris management; and (h) final disposal of debris to an approved facility.

Streets and other public facilities (parks, recreation centers, City offices, etc.) will be identified by City and direction will be given to Contractor for clearing these roads and facilities. City reserves the right to add or remove roadway segments or public facilities at the direction of the City's Debris Representative.

Contractor shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA- ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), Florida Department of Emergency Management (FDEM), and other applicable federal, state and/or local programs to assist the City in its Emergency Response and Recovery efforts. Proper documentation (including paper, electronic, GPS and photographs) by Contractor, as required by FHWA and FEMA and FDEM, is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

Contractor shall assist City in performing: (a) contract administration; (b) damage assessment; (c) environmental permitting of temporary debris management sites; (d) truck certification; (e) debris removal monitoring; (f) quality assurance and quality control of all documentation pertaining to debris removal monitoring; (g) assist in responding to public inquiries; (h) and be available to address questions from FEMA and FHWA and FDEM, both during and after services have been performed. Contractor shall monitor all aspects of debris removal from parks, other public facilities, and private streets if requested by City. Contractor shall monitor any right of private property entry if requested by City.

Contractor shall coordinate with City to schedule debris removal monitoring and contractor operations. Contractor shall provide a Project Manager who shall report to the EOC and be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager shall be the point of contact to the City. The Project Manager shall assign field Operations Manager(s) to oversee the debris removal contractor(s), monitors, and a Data Manager to provide supervision of the data entry operations and documentation process.

A City Purchase Order (Task Order) with a not-to-exceed amount will be negotiated for each operation requested by City based on the price schedule and terms of the RFP. Contractor will be responsible for tracking all contract costs and adhering to the not to exceed limit as defined. Proper notification must be given to City as costs approach this limit.

Contractor shall report and stop any work that does not comply with federal, state and local regulations and laws. Contractor shall report and stop any work that is not authorized by City's Notice to Proceed, Scope of Services and Technical Requirements for all debris management contractors.

At a minimum, Contractor in accordance with FEMA and FHWA policy and guidelines shall provide the following services: (a) ensure a sufficient number of trained debris monitors are available to monitor the “first push” (cut & toss) operations; (b) all “first pass” and subsequent passes of debris pick-up/removal and hauling activities; (c) provide one debris monitoring field supervisor for no more than 10 debris loading sites monitors; (d) provide tower / disposal site monitors to observe and accurately record (including GPS and photographs) all debris loads entering the temporary debris management sites and provide tower/ disposal site monitors to observe and record (include photographs) all debris loads exiting the temporary debris management sites for final disposal; (e) ensure appropriate on-going training and safety meetings are conducted for all field staff; and (f) provide staff to measure and certify all vehicles used in the debris removal activities.

Contractor shall provide: (a) data entry and document processing services and personnel; (b) quality assurance and quality control of all documentation of debris removal operations; (c) respond to and document issues regarding complaints, damages, accidents or incidents involving Contractor/Subcontractor or Contractor/Subcontractor personnel and ensure that they are fully documented and reported; (d) coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing; (e) ensure documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal, including closeout permit from FDEP; (f) review and reconcile debris removal contractor invoices submitted to the City and preparation of regular operations and status reports and final report, as directed by City; (g) organize, maintain, and provide City with electronic copies of documentation (including photographs) in a satisfactory manner; (h) all documentation and information related to the project shall be surrendered to City upon completion of the project.

To ensure all necessary documentation(paper, electronic and photographs) is provided to confirm all eligible debris removal operations activities are documented and tracked to meet the requirements of the FHWA-ER program, the FEMA-PA program or other applicable federal, state or local agencies, Contractor shall: (a) provide documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations; (b) document the completion of truck certifications, equipment certifications and establishment of a QA/QC program throughout the life of the project; (c) provide load tickets documenting the eligible debris removal and/or disposal activities by and in accordance with the applicable program, FHWA-ER or FEMA-PA or FDEM, and/or any other federal, state or local programs; (d) provide documentation of eligible hazardous stump removal, dangerous hanging limbs and leaning trees, and/or approved tree removal which includes photographs, stump/hanger/limb diameter measurements, GPS coordinates street or milepost identifier, and/or other information as available and applicable; (e) provide documentation of all environmental authorizations and/or permits, as applicable; (f) provide daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program which shall be communicated to the City Debris Manager and other officials designated by the City; (g) produce copies, both electronic (scanned) and hardcopy, of all documentation for submittal to Federal and/or State agencies; and (h) assist the City in creating field maps using geographic information system (GIS), as well as track and present Contractor progress in GIS.

ELECTRONIC DATA MANAGEMENT SYSTEM (EDMS)

City requires the Contractor use a proven EDMS to monitor and document all field debris removal and processing operations. This EDMS shall mirror the flow and information used by the manual multi-part load ticket system. An explanation of the required features of an EDMS follows below, however, an EDMS must contain, at a minimum, all the data elements required to meet the documentation requirements of the FHWA and FEMA.

Contractor's Field Monitors shall use hand-held units (HHU) to initiate the load data by entering the debris type into the HHU along with the driver's identity and truck number. The HHU will capture all data required to verify the debris meets FEMA and FHWA eligibility requirements including, but not limited to, the type of material, GPS pick-up location, address of pick-up, date, time and the Field Monitor's name/ID. Load data can be given to the driver in a removable computer media format (i.e. smart card, thumb drive, etc.).

HHU's shall be used at the debris verification area of disposal site(s) by Tower Monitors. The driver presents the removable media, previously initiated by the Field Monitor, to the Tower Monitor personnel located at the disposal site, which will then: (a) verify the debris classification is appropriate (vegetative, C&D, mixed, etc. and manually revises, if necessary); (b) verify vehicle and driver information is correct; and (c) estimate and enter the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the removable media and add the information to the Tower Manager's HHU, including the date, time of debris arrival, site ID, GPS readings, load quantity and Tower Monitor ID. Visual inspection to ensure a truck is empty must be entered prior to the initiation of a new load by a Field Monitor.

All information regarding each debris load will be stored in the HHU's internal memory or on a separate removable media. The debris load information will be uploaded to the host system, as well as City and Contractor databases. The host system will retain a running total of the quantity and type of debris hauled by each individual vehicle. All debris load information will be retained by the Tower Monitor until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by City.

EDMS FEATURES

The host system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment; right-of-way (ROW) collection data must be captured, stored, validated, audited, reported and transmitted to City Project Managers, haulers and applicants; the system shall have the capability to manage user roles. The majority of the system users will be loading or tower monitors; completed point of origin transactions (loading) must be received at the approved disposal site.

Transactions are not considered complete until they are processed through the receiving applications; the system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. Collection data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking, photographs and graphical data preparation.

GENERAL REPORTING REQUIREMENTS

Unless otherwise specified, City requires Contractor to provide: (a) daily status reports of the debris removal operations; (b) interim reports as requested by City; and (c) final report of the debris removal operations.

Daily status report shall include at a minimum: the daily cubic yards/tons collected, defined by material and by program (FHWA-ER First Pass, First Pass on non-Federal Aid roadways, second and subsequent passes on all roadways); cumulative totals in cubic yards/tons by debris type; debris removal crews and equipment currently in operation; number of debris monitors in the field; cubic yards/tons by debris type hauled to final disposal and location of final disposal; and total cubic yards/tons hauled to recycling or salvage facilities.

Periodic status reports may be required at the discretion of the City. A final report covering the history of the operations; locations of temporary debris sites used; remediation and site closure activities, including any environmental reports or authorizations generated; and the locations and permits of final disposal sites, recycling facilities and salvage facilities used during operations.

FEDERAL GRANT MANAGEMENT

Contractor shall have experience and be ready to assist City with all aspects of Federal grant management, which shall consist of the following tasks as directed by City: (a) attend the applicant briefing and kick off meeting with the client; (b) assist the City with damage and eligibility assessment (DDIR, etc.); (c) identification of hazard mitigation opportunities; (d) preparation of scopes of work for eligible repairs; (e) preparation of project worksheets and subsequent required documentation; (f) preparation of grant application and reimbursement documents and other project submittals to the Florida Department of Emergency Management (FDEM) and/or Federal Emergency Management Agency (FEMA) and/or Federal Highway Administration (FHWA); g) attend all FDEM/FHWA/FEMA meetings as necessary; g) preparation for project closeout and audits; and (h) writing appeals and representing the City when necessary.

Buy America

The “Buy America” provisions in 23 U.S.C. 313 and FHWA implementing regulations (23 CFR Part 635.410) apply to all ER funded projects. These requirements prohibit the obligation of funds for a project unless all permanently incorporated steel and iron used in such projects are produced in the United States. This restriction applies to all contracts eligible for assistance under title 23, including the ER program, for a project within the scope of the NEPA review. Under certain circumstances a State may request, and FHWA may grant, a waiver from these requirements if the Secretary funds that the application of Buy America would be inconsistent with the public interest or that the required steel or iron products are not produced in the United States in sufficient quantities of a satisfactory quality. [23 U.S.C. 313(b) and 23 CFR 635.410(c)].

DHS Seal, Logo and Flags

The contractor shall not use the Department of homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Media Interaction

The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the City's Public Works Director. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the City's Public Works Director. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project.

Cadaver Recovery and Identification

Cadaver recovery and identification may be required during response operations. Crews will strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines will be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:

Each crew leader is responsible for watching the debris pile and identifying any potential human remains. The crew leader will immediately stop work in the area and notify law enforcement and the City's Debris Contract Manager immediately if they believe they have identified human remains. The crew will remain at the site until released by the authority having jurisdiction.

All crews are forbidden from discussing the location, status, composition, sex, and especially name of the deceased. Any individual found to be passing this information on about what they have seen will be *immediately* dismissed from the job. Proper next-of-kin notification procedures will be conducted by the responsible authority.

3.0 PAYMENT

A City Purchase Order with a not-to-exceed amount will be negotiated for each operation requested by City based on the price schedule and terms of the RFP attached herein. Contractor will be responsible for tracking all contract costs and adhering to the not-to-exceed limit as defined. Proper notification must be given to City as costs approach this limit. Payment for work completed/goods received will be made within (30) days of approved invoice. Contractor invoices must delineate between hours spent on FHWA vs. FEMA reimbursed tasks. The City of Ocoee, Florida's Florida Sales & Use Tax Exemption Certificate No. is 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

(Remainder of page intentionally left blank)

EXHIBIT "B1"
CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ a _____ company, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, (hereinafter referred to as "Surety"), are held and firmly bound unto the **City of Ocoee, Florida**, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of Twenty Thousand Dollars ($20,000.00), for the payment of which sum well and truly made, Principal and Surety bind themselves, their successors and assigns, jointly and severally, in accordance with the terms set forth herein.

Recitals

WHEREAS, Principal has by written agreement dated _____, entered into a contract with Obligee titled **"Emergency-Disaster Debris Monitoring Services Term Contract (RFP #25-007)"** (hereinafter referred to as the "Contract") for the purposes of establishing a contract granted by the Obligee and accepted by the Principal for the debris monitoring services for the collection of emergency and/or disaster debris within the corporate limits of the City of Ocoee; and

WHEREAS the Contract identifies certain performance obligations of the Principal for a term of three (3) years, which term may be automatically extended for an additional two (2) separate one (1) year terms, and additionally extended for an optional one (1) year; and

WHEREAS the Surety acknowledges receipt of good and valuable consideration for the obligations it assumes hereunder.

NOW, THEREFORE, it is agreed that the above Recitals are acknowledged to be true and are incorporated herein by reference.

This Contract Performance Bond is being issued by the Surety to secure the performance obligations of the Principal under the Contract and any additional extensions thereof. If the Principal shall well, truly and timely perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, within the term of the Contract and all extensions thereof; and shall also well, truly and timely perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made; and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, caused by any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, costs and attorneys' fees, including attorneys' fees incurred in appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform its performance obligations under the Contract, then the obligations of this Contract Performance Bond shall be null and void; otherwise, this Contract Performance Bond shall remain in full force and effect and Surety shall be liable to Obligee under this Contract Performance Bond in accordance with its terms.

The Surety's obligations to the Obligee hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and

shall remain in full force and effect notwithstanding (a) amendments or modifications to the Contract entered into by Obligee and Principal without the Surety's knowledge or consent; (b) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (c) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The United States Bankruptcy Code, as the same may be from time to time amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (d) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder. Any changes in or under the Contract or noncompliance with any formalities connected with the Contract or changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes.

The Surety shall perform the obligations of the Principal under the Contract upon receipt of five (5) days written notice of the Principal's default. In the event that the Surety fails to fulfill its obligations under this Contract Performance Bond, then the Surety shall pay, indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, caused directly or indirectly by the Principal's default(s) and the Surety's failure to fulfill its obligations hereunder. This Contract Performance Bond and its obligations shall survive the termination or cancellation of the Contract. The payment and indemnification obligations set forth in this paragraph shall be limited by the Penal Sum of this Contract Performance Bond.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

_____ Principal

By:_____ (SEAL)

_____ (Official Title)

_____ Surety

By:_____ (SEAL)

_____ (Official Title)

If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

EXHIBIT "B2"
Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et. seq.

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (hereinafter called "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida, (hereinafter called the "Obligee"), by bond number _____ in the sum of _____ Dollars and _____Cents ($ _____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____, 20__ to perform, as Contractor, in accordance with the Contract and Contract Documents for "**Emergency-Disaster Debris Monitoring Services Term Contract (RFP #25-007)"**, which Contract and Contract Documents are hereby incorporated herein by reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants, as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in said Contract, and that any such claimant may maintain an independent action upon this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein by reference and made a part of this payment bond including, but not limited to, the notice and time limitation provisions in subsection (2). Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and

corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

_____
(Signature)

_____
Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

_____
(Signature)

_____
Witness or Secretary's Attestation

*Attach Power of Attorney

END OF SECTION

EXHIBIT "C"
PRICE PROPOSAL FORM FOR RFP #25-0007 CITY OF OCOEE
EMERGENCY - DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT

This will be a firm, fixed-price Contract and the Scope of Services to be completed by Contractor as defined in this RFP consists of specific tasks. Compensation for the work tasks stated herein shall be in accordance with the following Price Proposal:

Item	Hours*	Hourly Rate**	Total Price
Project Manager	40		
Operations Manager	80		
Data Manager	80		
Field Supervisor	160		
Environmental Specialist	40		
Field Monitor (loading)	2,000		
Tower Monitor	1,000		
Data Entry Clerk (QA/QC)	500		
Billing Invoice Analyst	160		
Scheduler/Expediter	80		
Drop-Off Monitor	500		
GIS Analyst	80		
Senior PA Grant Manager	80		
PA Grant Analyst	160		
PA Grant Specialist	160		
Administrative Assistant	80		
Field Monitor with EDMS HHU	1,000		
Tower Monitor with EDMS HHU	1,000		
		Total:	**$**

*Hours will be used to calculate the total price of these items for evaluation purposes and are no guarantee of actual quantities requested. Estimated quantities will only be used for evaluating proposals. Quantities are not intended to be an estimate of the actual quantities expected for this work. Payment will be made based on actual units of work performed, as approved by the City.

**If a pay item is left blank or N/A is used, the proposal may be declared irregular and the City may reject the proposal. In the case of a discrepancy between the hourly rate and total cost, the hourly rate shall prevail.

**Hourly rate shall include all overhead, profit and expenses to provide the requested service. All costs for travel, per diem, equipment, safety gear, office space, supplies and other costs shall be included in the hourly rates.

Other Required Positions – The Respondent may include other positions with hourly rates and attach job descriptions for each position. Prospective Respondents are hereby advised that the final price list negotiated between the parties may include additional details, bid items, clarifications, and other information that refine the prices offered in the original proposal. The Proposal Form has been structured to allow the comparison of prices among multiple proposals as part of an overall award recommendation process. The actual price list incorporated into the executed contract may differ and may be amended over time by the parties, as needs may dictate, and will not include estimated quantities.

Company Name:_____ Date: _____

Signature:_____

Print:_____ Title: _____

EXHIBIT "D"

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or

entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed

under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be

posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);
(5) A contractor's successor(s); or
(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour

Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)
a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning

of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) § 5.12(a).
c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause

any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety

and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, Respondent, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor).

“Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR
180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT "E"
2 C.F.R. APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) § 200.323. Procurement of recovered materials
(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) § 200.216. Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  (1) Procure or obtain covered telecommunications equipment or services;
  (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
(b) As described in Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
  (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

(L) § 200.322. Domestic preferences for procurements –
(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

CROSS REFERENCE INFORMATION FOR EXHIBIT "E" APPENDIX II TO PART 200

A. Applies to this RFP/Contract.

B. Applies to this RFP/Contract.

C. See Exhibit "D" FHWA-1273.

D. See Exhibit "D" FHWA-1273.

E. See Exhibit "D" FHWA-1273.

F. Does not apply to this RFP/Contract.

G. See Exhibit "D" FHWA-1273.

H. See Exhibit "D" FHWA-1273.

I. See Exhibit "D" FHWA-1273.

J. See § 200.323. Procurement of recovered materials.

K. See § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

L. See § 200.322. Domestic preferences for procurements.

END OF SECTION

EXHIBIT "F"

RFP #25-007 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

_____ IF REMITTANCE ADDRESS IS DIFFERENT

AUTHORIZED SIGNATURE (manual) 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_____

_____ Notary Public - State of _____

(Type of Identification) County of _____

_____

Signature of Notary Public

_____

Printed, Typed or Stamped Commissioned Name of Notary Public

EXHIBIT "G"
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 satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder:_____

Signature:_____

By:_____
(Print or Type Name)

Title:_____

Date: _____



EXHIBIT "H"
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

EXHIBIT "I"
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: _____

EXHIBIT "J"
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):

_____

_____

EXHIBIT "K"
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:_____

EXHIBIT "L"
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: _____

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

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____ (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
3. Entity is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in Entity.
5. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
6. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
7. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

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: _____

EXHIBIT "N"
CONTRACTOR'S 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 "O"
SAM.GOV REGISTRATION INFORMATION

In accordance with applicable federal requirements, the City of Ocoee will verify all bidders on SAM.gov (System for Award Management) for federal debarment or suspension exclusions as a responsibility determination. The City of Ocoee requires the successful Bidder to register with Sam.gov, if not already registered, prior to execution of this contract.

Contractor: _____

Unique Entity ID (UEI) number: _____

CAGE Code: _____

Physical Address: _____

_____

_____

Expiration date of Registration: _____

EXHIBIT "P"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company]_____certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, [Company]_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT "Q"
PROPOSED DRAFT – EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT (RFP #25-007)

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 N. Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "City") and _____, a _____ corporation, whose mailing address is _____(hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City solicited proposals to perform certain city wide emergency-disaster debris monitoring services as set forth in RFP #25-007 and its Exhibits to include all federal requirements, a complete copy of which is attached hereto as **Exhibit "1"** and by this reference made a part hereof (the "RFP");

WHEREAS, the City has made an award to the Contractor to perform city wide emergency-disaster debris monitoring services pursuant to the RFP; 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 prices and rates specified in the Contractor's response to the RFP, a copy of which is attached hereto as **Exhibit "2"** and by this reference made a part hereof (the "Proposal").

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 incorporate by reference the above recitals and agree as follows:

Recitals; Definitions. The above recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined or described in the RFP, unless otherwise indicated.

Scope of Work. The Contractor shall provide the services and materials as specified in the RFP (the "Work"). The Contractor shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work. In the event Contractor declines the work after the issuance of a Notice to Proceed by the City, Contractor shall provide the City with a formal declaration of work refusal.

Term of Agreement. This Agreement shall be for a period of three (3) years with two (2) separate automatic one (1) year renewal terms, each of which shall automatically commence on the anniversary of the Effective Date unless the City exercises its sole option not to proceed with the renewal term. The City, at its sole discretion, may refuse to exercise the renewal options by providing written notice of same to Contractor not later than thirty (30) days before the expiration of a term. The City shall have the option of extending the term an additional one (1) year after completion of the renewal terms. The commencement date of this Agreement shall be the date this Agreement is executed by the City (the "Effective Date").

Compensation. Contractor agrees to perform the Work for the rates and prices specified in the Proposal. The amounts as specified in the Proposal may be increased or decreased by the City

under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. Prices may be adjusted in subsequent years only pursuant to the RFP and this Agreement. Adjustments not otherwise provided for in the RFP and this Agreement will only be permitted solely at the discretion of the City.

Payment. Payments made by the City to the Contractor shall be deemed to fully compensate the Contractor for all management, supervision, administration, labor, transportation, and equipment necessary in the monitoring of all aspects of disaster debris collection, processing and disposal operations on behalf of the City. Invoices shall be submitted by the Contractor to the City at the end of each authorization or on a monthly basis. All invoices shall be payable in accordance with the procedures set forth in the RFP. 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 CLEARLY INDICATE: AGREEMENT FOR EMERGENCY-DISASTER DEBRIS MONITORING SERVICES TERM CONTRACT (RFP 25-007)**

Contractors Officers and Employees.

Contractor's Officer(s): The Contractor shall assign a qualified person or persons to be in charge of the operations within the City and shall provide the name(s) of such person(s) and related contact information to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory employees must be available for consultation with City staff within a reasonable and practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which provides mobile communication for immediate contact with City staff.

Conduct of Employees: The Contractor shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers, and other plants.

Employee Uniform Regulations: During working hours, the Contractor's collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

Driver's License: Each vehicle operator shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven.

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.

Termination for Cause. If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.

Termination for Convenience. The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

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 free from all faults, defects or errors; and be of the highest quality. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, 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 amount 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 AND SERVICES PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

Time of Completion. Time is of the essence in the performance of this Agreement. All Work shall be performed regularly, diligently, and uninterrupted within the times and in accordance with the specified schedule provided by the City. The City shall provide Contractor with a reasonable extension of time for any delay caused by acts of God, fire, flood, hurricanes, 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 control which prevent or hinder the performance of the Contractor.

Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend 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.

Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely correct 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 110% of such amount.

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 subcontractor 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.

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.

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.

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 and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

Price Adjustments. The contract labor rates shall increase no more than 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

Performance of Agreement.

The Contractor's performance of this Agreement shall be supervised by the Director of Public Works or his or her authorized representative (the "Director"). If at any time during the term

of this Agreement, performance is considered unsatisfactory to the Director, the Contractor shall increase the work force, tools, and equipment as needed to properly perform this Agreement. The failure of the Director to give such notification shall not relieve the Contractor of his obligation to perform the Work at the time and in the manner specified by this Agreement.

The Contractor shall furnish the Director with every reasonable opportunity for ascertaining whether or not the Work, as performed, is in accordance with the requirements of this Agreement.

The Director may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

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.

Insurance.

The Contractor, at all times during the term of this Agreement, shall meet the following requirements:

Maintain all insurance coverage required by the RFP or this Agreement.

Maintain any additional coverage required by the City.

Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.

File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance during the term of this Agreement.

It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless provision which shall be a part of the indemnification provided by the contractor under Paragraph 12:

> "The Contractor hereby agrees to indemnify and hold harmless the City of Ocoee, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits arising out of any and all acts or omissions by the Contractor, its agents, servants, or employees, or through the mere existence of the project under contract."

The foregoing indemnity contract shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City, its officers, agents, and employees, as determined by a court of competent jurisdiction. The foregoing shall not be construed as a limitation on the liability of the Contractor, but merely as a statement related to insurance coverage with respect to such indemnity. In addition:

The Contractor shall notify its insurance agent without delay of the existence of the indemnification provisions contained within this Agreement, and furnish a copy of this Agreement to the insurance agent and carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City under the indemnity contract from any and all claims arising out of contractual operations.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Contractor. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Contractor of its liabilities and obligations under any section or provision of this Agreement or under applicable law.

Insurance coverage required shall be in force throughout the term of this Agreement. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Contractor.

If the Contractor does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Miscellaneous Provisions.

The City and other authorizing agencies shall have the right to inspect the site, verify quantities and review operations at any time.

The Contractor shall not employ subcontractors without the advance written permission of the City.

Contractor shall not assign this Agreement without the advance written consent of the City.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

The Contractor shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

All activity associated with debris operations shall be performed during visible daylight hours only. The Contractor may work daylight hours seven (7) days per week, including holidays.

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.

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.

The Contractor shall at all times, keep the its work areas free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location and leave each location where it performs services in a broom clean condition.

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.

This Agreement is considered a non-exclusive Agreement between the parties.

This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. A party shall initiate mediation by serving a written request for mediation on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference.

The parties agree that this Agreement was entered into in Orange County, Florida, and that the performance of the parties under this Agreement shall be deemed to be accomplished in Orange County, Florida, and that payment is due in Orange County, Florida, and that the venue for any mediation, collection or enforcement action under this Agreement shall be in Orange County, Florida. The exclusive venue of any litigation or other judicial proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The laws of the State of Florida shall govern the validity, construction and performance of this Agreement without reference to its conflict of laws provisions.

WAIVER OF JURY TRIAL Contractor hereby voluntarily and intentionally waives the right to a

trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids 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.

This Agreement, including **Exhibit "1"** and **Exhibit "2"** hereto, 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.

Compliance with Law. In addition to compliance with the Required Contract Provisions for Federal-Aid Construction Contracts stated in the RFP and the RFP Exhibits and incorporated herein by reference, the Contractor shall coordinate with the City, the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) in the performance and administration of the federal requirements of this contract. Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, and FHWA regulations, as amended from time to time.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract.

Accordingly, the services required in this RFP are being solicited in accordance with 2 C.F.R. Section 200.317-327. The Contractor also acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Order of Precedent. In the event of a conflict between the provisions of this Agreement along with the terms of the RFP and its Exhibits, and Federal Code, the more restrictive rule shall prevail.

Severability. If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, invalid for any reason, such part, section, subsection or other portion, or the prescribed applications thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and the Contractor declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application.

Attorney's Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees,

paralegal fees, and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Notices. All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel, next day (delivery service). Notices, including notice of a change of address or telephone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761
Attention: Finance Dept./Purchasing
Phone: (407) 905-3100

with a copy to:
Director of Public Works
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761
Attention: Director of Public Works
Phone: (407) 905-3100 ext. 6002

As to Contractor: _____
_____
_____
_____
_____

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Entire Agreement: This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument, (Change Order/Amendment), in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Captions: Captions of the section and subsections of this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccdl@ocoee.org, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Commission Approval: In accordance with the City Commission's approval of the award for the term contract for RFP #25-007, Emergency-Disaster Debris Monitoring Services, the contract is awarded to _____ as the primary contractor, and to _____ as an alternate/secondary contractor, for the term of the contract as stated herein.

(Signature page to follow.)

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CONTRACTOR: _____

BY:_____

PRINT NAME: _____

TITLE: _____

WITNESSES:

BY:_____ BY:_____

PRINT NAME: _____ PRINT NAME: _____

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

EXHIBIT "1"

TEXT OF RFP #25-007 WITH RFP EXHIBITS

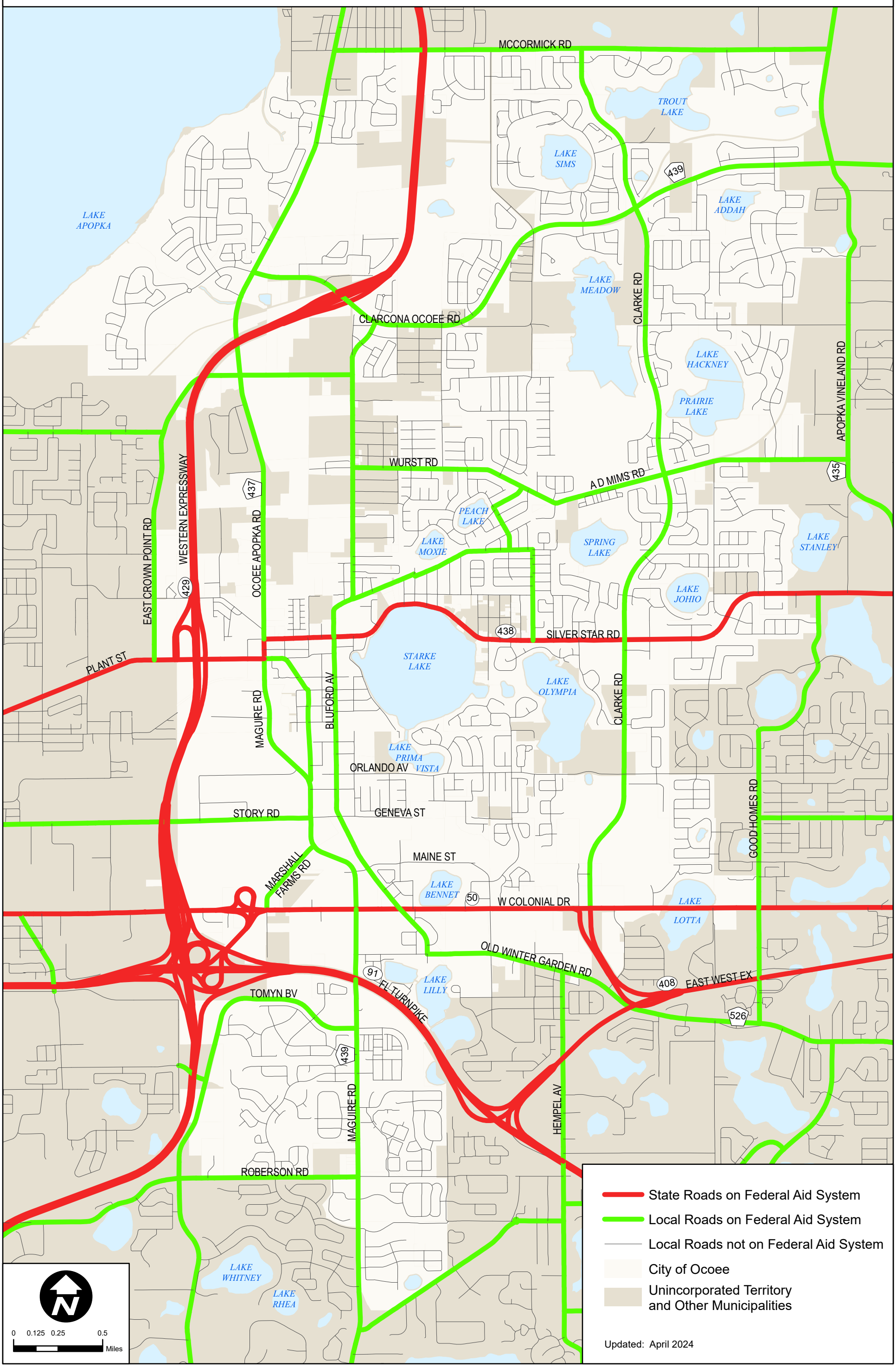
INCLUDING FEDERAL REQUIREMENTS

(to be added at contract execution)

EXHIBIT "2"

CONTRACTOR'S PROPOSAL
(to be added at contract execution)

Roadways on the Federal Aid System



STAFF REPORT

Meeting Date: July 15, 2025
Item #: 10

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for 703 Center Street - Mazariegos Property Annexation & Rezoning; Project No. AX-05-25-05 & RZ-25-05-05. (Planner I Belizaire)

Background Summary: Owner/Applicant: Braulio Mazariegos

General Location: The property is in Commission District 2 and is located south of Center Street and approximately 310 feet east of Orange Avenue.

Property Size & Parcel Identification Number: The property contains approximately 0.67 acres and is assigned parcel ID number 17-22-28-0000-00-129.

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

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features
Low Density Residential (5 units per acre)	County R-1	Single-Family Residential Dwelling	N/A

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

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential
South	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential
East	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential

West	Orange County	Low Density Residential	R-1	Vacant

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

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City R-1A	Single-Family Dwelling	Conventional R-1A standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the north, south, and east by the City's jurisdictional limits and, as such, is contiguous to the City and does not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistent with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The property is designated as Low Density Residential on the Future Land Use Map (FLUM) within the Comprehensive Plan, and the proposed annexation and rezoning are consistent with the FLUM.

Access: Access will continue to be via Center Street.

Utilities: The property owner executed an Intent to Annex Agreement on January 24, 2024, for the purposes of receiving City water services and the construction of a single-family residence. City water service is available from an existing 6" potable water line on Center Street to the north of the property. No sewer lines are available, and the property will be served by a private septic system.

Transportation: No issues are anticipated as the property is entitled to have one (1) single-family dwelling.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 1.7 miles of the property and can be provided within a five (5) minute response time at a 750-gpm water flow. Police service is available within Police Patrol Zone 55 with a 3-minute emergency response time.

The property entered into an Intent to Annex Agreement (attached) with the City on January 24, 2024, in order to receive potable water as part of the construction of the single-family dwelling. Thus, this annexation request is intended to comply with and be in accordance with the terms of the Intent to Annex Agreement. An Annexation Feasibility & Public Facilities Analysis Report (attached) has been completed for this property.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street?

Recommendations:

Development Review Committee (DRC) Recommendation:
The Development Review Committee (DRC) met on Tuesday, June 3, 2025, to consider the application for annexation and rezoning. Upon a finding of consistency with the City's regulations and policies and the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed Annexation and Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street.

Planning & Zoning Commission Recommendation:
The Planning & Zoning (PZC), acting as the Local Planning Agency (LPA), considered this item at its June 18, 2025, hearing and, identifying no issues, made a recommendation of approval of the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street.

Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation Agreement
6. Annexation and Rezoning Feasibility Report
7. Annexation Ordinance
8. Rezoning Ordinance
9. Business Impact Estimate Form

Financial Impacts:

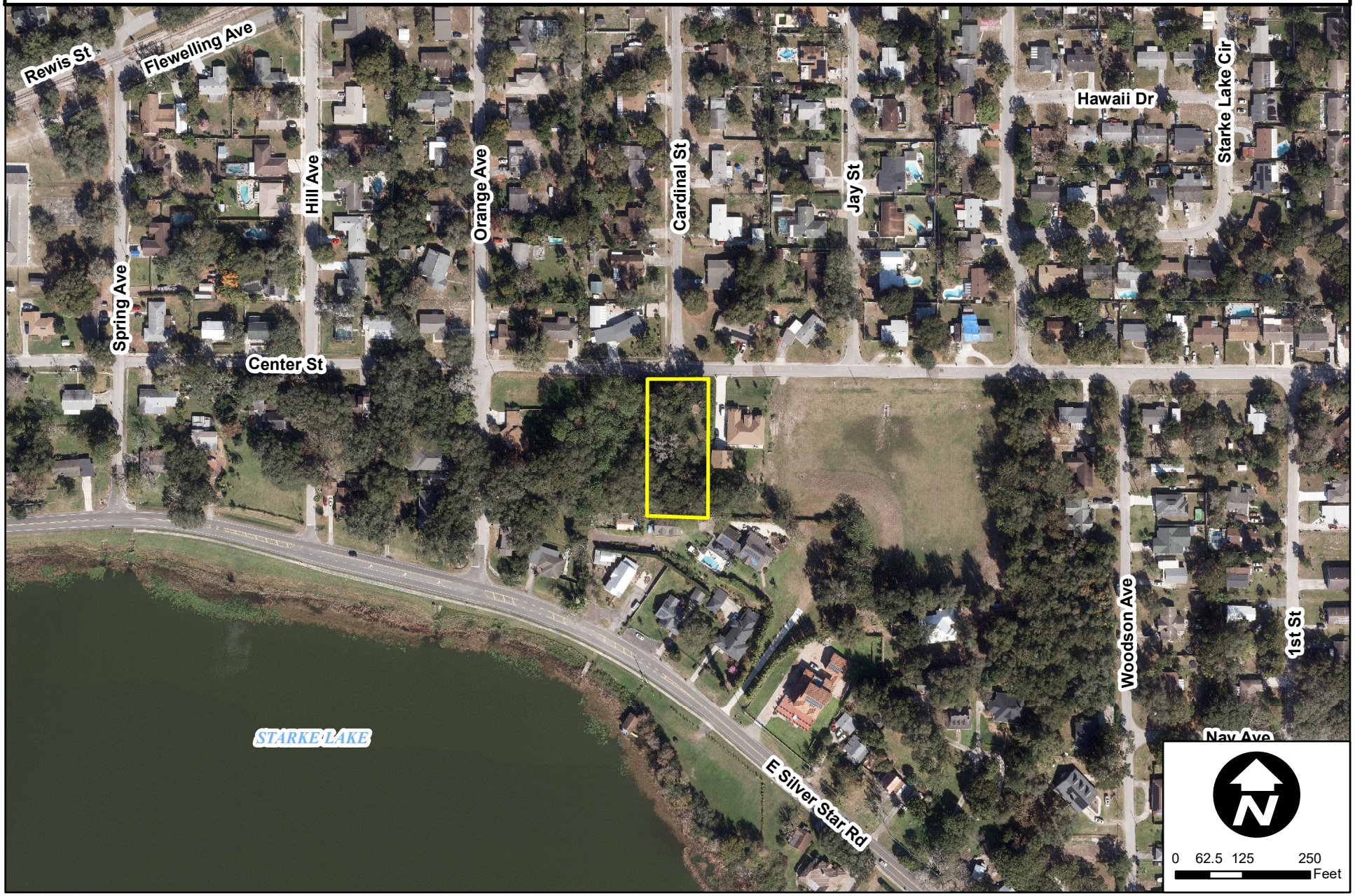
N/A

Type of Item: First Reading

703 Center Street
Location Map



703 Center Street
2022 Aerial Photography



703 Center Street
Surrounding Future Land Use Map

Development Services
Department

0 70 140 280
Feet

Created: May 2025

Subject Property

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

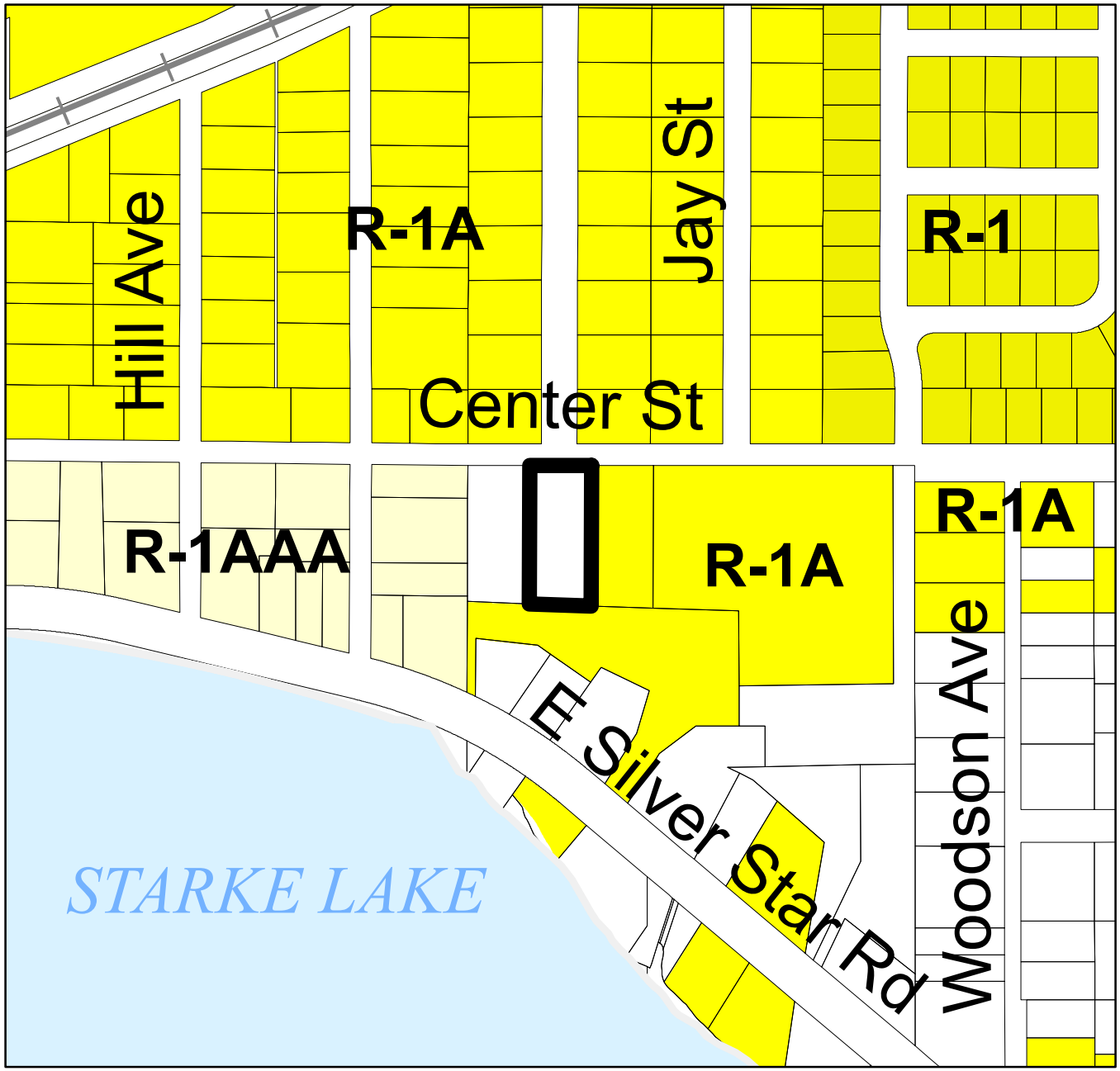


703 Center Street
Surrounding Zoning Map

Development Services Department

0 70 140 280 Feet

Created: May 2025



- Subject Property

Zoning Classification:

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

DOC # 20240050246
01/25/2024 14:52 PM Page 1 of 9
Rec Fee: $78.00
Deed Doc Tax:
Mortgage Doc Tax:
Intangible Tax:
Phil Diamond, Comptroller
Orange County, FL
Ret To: CSC INC

THIS INSTRUMENT SHOULD BE RETURNED TO:
Richard S. Geller, Esq.
Fishback Dominick
1947 Lee Road
Winter Park, FL 32789

AFTER RECORDING RETURN TO:
City of Ocoee City Clerk
1 North Bluford Avenue
Ocoee, Florida 34761
Tax Parcel Identification Number: ***17-22-28-0000-00-129***

INTENT TO ANNEX AGREEMENT FOR UTILITY SERVICE

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 24th day of January, 2024, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 North Bluford Avenue, Ocoee, Florida 34761 (the "City") and **Braulio Isai Mazariegos Dias**, whose mailing address is **304 Geneva Street, Ocoee, FL 34761** (the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located at **703 Center Street, Ocoee, Florida 34761**, Tax Parcel Identification Number **17-22-28-0000-00-129**, as more particularly described in **Exhibit "A"**, which is attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Property is located within the City utility territorial areas as set forth in the Territorial Agreements (as defined below); and

WHEREAS, the Property is located within the Joint Planning Area, as defined in Joint Planning Area Agreement dated December 3, 2019, between the City and Orange County, as it may be amended from time to time (the "Joint Planning Area Agreements"), but the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide potable water, sewer and/or reclaimed water service (hereafter "Utilities") to the Property; and

WHEREAS, in consideration of the City providing Utilities service to the Property, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes; provided, however, at this time the City cannot annex the Property because the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owner agrees that at the time the City makes a determination that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the City, the Owner shall execute all applications and documents required by the City, pay all applicable fees, costs, and expenses, and provide all documentation required by Florida law, including, but not limited to, Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes.

B. The City shall have the right, but not the obligation, to process the petition; provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations. Following such determination by the City and upon the written request of the City, the Owner shall within thirty (30) days of receipt of such written request from the City, (i) execute all applications and documents required by the City at the time of such request in order to process the Owner's petition for voluntary annexation including, but not limited to, the Application for Annexation and Initial Rezoning Consistent with the Ocoee Comprehensive Plan and the Annexation and Initial Zoning Hold Harmless Agreement; (ii) pay all applicable fees, costs, and expenses associated with the petition for voluntary annexation as required by the City; and (iii) provide all documentation required by Florida law, including, but not limited to, Section 177.044, Florida Statutes, for the voluntary annexation of the Property including, but not limited to, a metes and bounds legal description of the Property. Following the Owner's compliance with the foregoing, the City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner.

C. In the event the City determines, in its sole and absolute discretion, that the requested annexation is inconsistent with the Ocoee Comprehensive Plan, the Owner must apply for a Comprehensive Plan Amendment and pay the applicable development review fees in connection therewith. In the event the City determines, in its sole and absolute discretion, that a

developer agreement is required in connection with the annexation, then the Owner must pay the applicable development review fees in connection therewith. The Owner shall pay such additional development review fees as may be required by the Code of the City of Ocoee in effect at the time of annexation.

D. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Owner any particular zoning which may be requested in connection with such annexation.

E. The Owner acknowledges and agrees that any zoning granted to the Owner in connection with the Property shall be consistent with the terms and conditions of the Joint Planning Agreement as it may be amended from time to time.

SECTION 3. Utilities Service.

A. Subject to the terms, conditions and limitations set forth in this Agreement, the City agrees to provide Utilities service to the Property upon compliance by the Owner with all applicable regulations of the City and the payment all fees, costs and expenses associated therewith. The Owner shall execute all developer agreements for water as required by the City in connection with the provision of water service to the Property.

B. This Agreement does not in any way reserve any potable water, sewer and/or reclaimed water capacity or guarantee the availability thereof.

C. The Owner acknowledges and agrees that the Property is not located in the corporate limits of the City and that water and sewer capital charges as established by the City from time to time shall be charged at the same rate to consumers within the corporate limits of the City plus a surcharge equal to fifteen percent (15%) of such water capital charges or such other charges as the City may impose from time to time. The Owner agrees to pay all water capital charges and surcharges as required by the City.

D. The Owner acknowledges and agrees that for so long as the Property is not located within the corporate limits of the City, the monthly rates and charges for water, sewer and reclaimed water services, as established by the City from time to time shall be charged at the same rate charged to consumers within the corporate limits of the City plus a surcharge equal to fifteen percent (15%) of such monthly rates and charges for water service or such other surcharge as the City may impose from time to time. The Owner agrees to pay all such charges for water service and surcharges as required by the City.

SECTION 4. Agreement Runs with the Land. In consideration of the City providing water service to the Property, the Owner and the City acknowledge and agree that this Agreement is irrevocable and, further, this Agreement and all other rights and obligations of the parties hereunder are intended to and shall run with the Property, and shall bind, and inure to the benefit of, the parties hereunder and their respective successors in title.

SECTION 5. Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement and

that the Property is free and clear of all liens and encumbrances except for the lien of the mortgages recorded at official records **DOC # 20210017322** public records of Orange County, Florida.

B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process Owner's petition for voluntary annexation in its sole and absolute discretion.

SECTION 6. Title Evidence and Survey.

A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner of fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise.

B. Unless the Property is a platted lot as shown in the title evidence required above, as a condition precedent to the execution of this Agreement by the City, the Owner shall provide a survey in accordance with the minimum technical standards for land surveys set forth in Chapter 5J-17.051, Florida Administrative Code. Such survey shall be consistent with the legal description of the Property set forth in **Exhibit "A"**.

SECTION 7. Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction, or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

SECTION 8. Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WATER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.

OWNER'S INITIALS: BM

SECTION 9. Indemnification.

A. The Owner hereby agrees to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use its best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give

such notice or provide such information shall not diminish the Owner's obligations under this Section.

B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 10. Recording. The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Orange County, Florida, and the Owner agrees to pay all costs associated therewith.

SECTION 11. Territorial Agreements. The references herein to the Territorial Agreements refer to (i) the Orange County/City of Ocoee Sewer Service Territorial Agreement (Contract No. S-87-8), dated June 8, 1987, as recorded in official records book 3894, page 1363, public records of Orange County, Florida, as it may be amended from time to time; (ii) the Orange County/City of Ocoee Water Service Territorial Agreement (Contract No. W-88-06), dated November 14, 1988, as recorded in official records book 4034, page 291, public records of Orange County, Florida, as amended February 11, 1994, as it may be amended from time to time; and (iii) The City of Ocoee/Orange County Reclaimed Water Territorial Agreement, dated July 31, 2012.

SECTION 12. Real Property Taxes for Conveyance. In the event of any conveyance of real property by the Owner to the City, real property taxes in connection with the conveyance shall be prorated as of the day before the acceptance of the conveyance by the City and the prorated amount shall be paid by the Owner and shall be escrowed in accordance with the provisions of Section 196.295, Florida Statutes.

SECTION 13. Miscellaneous.

A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

B. The Property shall be deemed a single parcel and any subparcels of the Property which are created by subdivision or by any other means shall be subject to the terms and conditions of this Agreement, subsequent sale and individual ownership notwithstanding.

C. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Venue in Orange County, Florida.

E. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

G. In the event the either party institutes a legal proceeding against the other party to enforce the terms of this Agreement or for breach of any of the terms, conditions, or covenants of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, paralegal fees, and costs, both at the trial and appellate levels.

H. In the event a third party institutes a legal proceeding against the City or the Owner regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property, or the provision of water service, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.

J. As from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

K. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

L. The attached Exhibits are part of this Agreement as though fully set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the day and year first written above.

"CITY"

Signed, sealed and delivered
in the presence of:

Witness Signature

Angel Torres
Print/Type Name

Witness Signature

Victoria Parks
Print/Type Name

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. APPROVED AS TO FORM AND LEGALITY
this 24th day of January, 2024.

FISHBACK DOMINICK

By: _____
City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON April 19, 2016.
UNDER AGENDA ITEM NO. 6.

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, by means of ☑ physical presence or ☐ online notarization appeared **Rusty Johnson** and **Melanie Sibbitt**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE,** a Florida municipal corporation, and that they severally acknowledged executing the same on behalf of said municipality in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of January, 2024.

Miranda Justice
Signature of Notary

MIRANDA JUSTICE
MY COMMISSION # HH 116467
EXPIRES: July 20, 2025
Bonded Thru Notary Public Underwriters

MIRANDA JUSTICE
MY COMMISSION # HH 116467
EXPIRES: July 20, 2025
Bonded Thru Notary Public Underwriters

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

IN WITNESS WHEREOF, the Owner has caused this Agreement to be duly executed the 2nd day of January, 2024.

Signed, sealed and delivered
in the presence of:

Witness Signature

Kaitlyn Ochoa
Print/Type Name

Witness Signature

Miranda Justice
Print/Type Name

"OWNER"

Owner Signature

Braulio Mazariegos
Print/Type Name

Owner Signature

Print/Type Name

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by means of ☑ physical presence or ☐ online notarization appeared Braulio Isai Mazariegos Dias, who [ ] is personally known to me or [✓] produced FL DL as identification, and that ✓ he acknowledged executing the foregoing instrument for the purposes and uses therein described.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 2024.

Signature of Notary

MIRANDA JUSTICE
MY COMMISSION # HH 116467
EXPIRES: July 20, 2025
Bonded Thru Notary Public Underwriters

Miranda Justice
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): HH 116467
My Commission Expires (if not legible on seal): 7/20/2025

EXHIBIT "A"

LEGAL DESCRIPTION

THE E 114 FT OF THE W 228 FT OF FOLLOWING DESC: BEG NW COR OF SW1/4 OF NE1/4 OF SEC 17-22-28 TH RUN S89-56-00E 548.50 FT S00-08-22E 479.56 FT S89-42-22W 50 FT N00-08-22W 221.79 FT N89-44-35W 499.57 FT N00-00-30E 250 FT TO POB

CITY OF OCOEE
ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-05-25-05 & RZ-25-05-05
APPLICANT NAME: Braulio Mazariegos
PROJECT NAME: 703 CENTER STREET – MAZARIEGOS PROPERTY

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT	Berenice Belizaire, Planner I
A. Applicant/Owner	
1. Owner (if different from Applicant)**:**	Braulio Mazariegos

B. Property Location	
1. General Location:	South of Center Street and approximately 310 feet east of Orange Avenue
2. Parcel Identification Number:	17-22-28-0000-00-129
3. Street Addresses:	703 Center Street
4. Size and Number of Parcels:	1 parcel, 0.67 acres

C. Use Characteristics	
1. Existing Use:	Single-family dwelling
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	Low Density Residential
4. Projected Population:	N/A

D. Zoning and Land Use	
1. Orange County Future Land Use:	Low Density Residential
2. Orange County Zoning:	ORG-R-1 (Single-family dwelling district)
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	R-1A

E. Consistency	
1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT	
1. Estimated Response Time:	Less than 5 min
2. Distance to Property:	1.7 miles
3. Fire Flow Requirements:	750 GPM

III. POLICE DEPARTMENT	
1. Police Patrol Zone / Grid / Area:	D55/1535/HILLCREST HEIGHTS (5)
2. Estimated Response Time:	3 MIN Emergency/10 MIN Non-Emergency
3. Distance to Property:	N/A
3. Average Travel Time	N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
1. Property Appraiser Market Value:	$95,000
2. Property Appraiser Taxable Value	$95,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
A. Potable Water	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	No, property is currently connected to potable water service.
4. Location and Size of Nearest Water Main:	6" water main on Center St is adjacent to north property line.

B. Sanitary Sewer	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6" force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement is needed for continued supply of water service. City sewer service is not being provided at this time.

C. Other	
1. Utility Easement Needed:	No
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
1. Paved Access:	Yes- Center Street
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	N/A
B. Parks / Recreation:	N/A
C. Water / Sewer:	N/A
D. Stormwater:	N/A
E. Solid Waste:	N/A
F. Impact Fees:	N/A

IX. SITE SPECIFIC ISSUES All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS Berenice Belizaire, Planner I

ORDINANCE NO. 2025-
(Annexation Ordinance for 703 Center Street –
Mazariegos Property)

TAX PARCEL ID: 17-22-28-0000-00-129

CASE NO. AX-05-25-05: 703 Center Street –Mazariegos Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET, SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the "Ocoee City Commission") to annex approximately 0.67 acres of property, as more particularly described in **Exhibit "A"** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the "Code"); and

WHEREAS, on June 18, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT "B"** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. 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 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____ AND _____
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"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-129

THE E 114 FT OF THE W 228 FT OF FOLLOWING DESC: BEG NW COR OF SW1/4 OF NE1/4 OF SEC 17-22-28 TH RUN S89-56-00E 548.50 FT S00-08-22E 479.56 FT S89-42-22W 50 FT N00-08-22W 221.79 FT N89-44-35W 499.57 FT N00-00-30E 250 FT TO POB

EXHIBIT "B"

LOCATION MAP



ORDINANCE NO. 2025-
(Rezoning Ordinance for 703 Center Street – Mazariegos Property)

TAX PARCEL ID: 17-22-28-0000-00-129

CASE NO. RZ-25-05-05: 703 Center Street – Mazariegos Property Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET, SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.67 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from Orange County R-1 to City of Ocoee R-1A; and

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

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

WHEREAS, on June 18, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission

find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on August 5, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

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

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

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

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit "A"** containing approximately 0.67 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-1 to City of Ocoee R-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit "B"** and by this reference is made a part hereof.

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

_____
Melanie Sibbitt, 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: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-129

THE E 114 FT OF THE W 228 FT OF FOLLOWING DESC: BEG NW COR OF SW1/4 OF NE1/4 OF SEC 17-22-28 TH RUN S89-56-00E 548.50 FT S00-08-22E 479.56 FT S89-42-22W 50 FT N00-08-22W 221.79 FT N89-44-35W 499.57 FT N00-00-30E 250 FT TO POB

EXHIBIT "B"

LOCATION MAP



City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING AND REZONING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE AND ASSIGNED PARCEL ID NUMBER 17-22-28-0000-00-129, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION AND REZONING TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND 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.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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

The proposed ordinances will annex and rezone the property located at 703 Center Street—Mazariegos Property—into the city from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District). The purpose of the annexation and rezoning is for the property to be incorporated within the City of Ocoee in accordance with an Intent to Annex Agreement executed on January 24, 2024, in order to receive City water services and construct a single-family residence.

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 the annexation and rezoning is for the property located at 703 Center Street—Mazariegos Property—to be incorporated within the City of Ocoee in accordance with an Intent to Annex Agreement executed on January 24, 2024, in order to receive City water services and construct a single-family residence.

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 11

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Second Reading 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. (Development Services Deputy Director Whitfield)

Background Summary: The First Reading Transmittal and Public Hearing of an Ordinance was held on April 15, 2025. The Transmittal Packet was electronically transmitted on April 24, 2025, to state and regional agencies, Orange County Public Schools, Orange County, and the City of Winter Garden.

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 for Volume One and is not included 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" (LTS)(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.

As the City awaited agency review comments, we took the opportunity to engage the community by hosting a Community Outreach Meeting on Wednesday, May 28, 2025. This event provided residents and property owners a valuable chance to review the proposed Plan in detail, ask questions, and share feedback directly with technical staff. The meeting began with a 30-minute presentation and Q&A session, followed by an open house-style forum that encouraged one-on-one conversations. Fourteen community members attended, not including elected officials and staff. We are grateful for the thoughtful participation and are especially appreciative of the positive feedback received—attendees were highly complimentary of the proposed Plan and expressed appreciation for the dedication and hard work of City staff in advancing the Plan Update. A summary of comments and questions is provided below:

- Plans for future parks and recreation facilities and resources and where they live relative to the parks,
- Transportation comments:
    - Why the timing of Franklin Street/Silver Star Road capacity improvements in 2045 not being planned sooner (which is a state project)
    - Signal timing on State Road 50,
    - Roadway and construction noise complaints and a request for sound walls in the northeast quadrant of SR 429 and Plant Street,
    - Positive comments on proposed trail connectivity and questions on the timing of them,
    - Correction needed on map relative to existing sidewalk segment on Silver Star Road (Map is in the process of being corrected),
- Questions regarding flooding and flood prevention,
- Questions on how the City interacts with other local governments and agencies, including which schools served the City's population, school capacity and any planned schools and school enrollment (which would be directed to Orange County Public Schools),
- Some interest in the expansion of the City's central wastewater system and connecting to City wastewater service,
- Questions on City's plan to comply with recent state laws banning certain additives (i.e. fluoride) in the drinking water supply,
- Interest in bringing a water main down Pine Street, and
- Questions on the status of Palm Drive roadway improvements.

State reviewing agency comments were due on June 9, 2025 (45 days from electronic transmittal to all agencies). No state or regional agency identified comments, concerns, or objections that would be used to

form the basis of a challenge. The absence of comments from the State's review underscores the quality and completeness of the submitted documents, reflecting the professionalism, diligence, and expertise of both City staff and the consulting team in preparing a thorough and statutory compliant submittal. However, several agencies provided technical assistance comments, which are summarized below.

Agency Name:	TA Comments:	City Response:
Florida Commerce	1. Planning Horizon: Four maps (FLU Figures 1 and 3 and REC Figures 1 and 5) need to state the 2045 planning horizon. 2. Septic System Conversion to Central Sanitary Sewer System Service: Section 163.3177(6)(c)3, F.S., requires that, by July 1, 2024, the Infrastructure Element must be updated to consider the feasibility of providing sanitary sewer services to any development of more than 50 residential lots, whether built or inbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per one acre within a 10-year planning horizon, and to identify the wastewater facility (capacity, projected flows for the next 20 years, and timeline for construction of the sanitary sewer system) that could receive the sanitary sewer flows after connection and as needed thereafter to account for the future applicable developments. The proposed Comprehensive Plan does not include the information required by this section of F.S. 3. 5-Year CIP: The proposed Comprehensive Plan Update does not include the Five-Year Capital Improvements Plan (CIP) and instead references the CIP as part of the City's budget. This is not consistent with Section 163.3177(3)(a)4, F.S.	Response to TA Comment 1: FLU Figures 1 and 3, and REC Figures 1 and 5, as well as MOB Figure 11, have been updated to include/state the "2045" timeframe. Response to TA Comment 2: UTL Policy 7.9 has been added to consider the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development within the City's jurisdiction of more than 50 built or unbuilt residential lots with a density of more than one OSTDS per acre. Response to TA Comment 3: The CIE has been revised to include the current Five-Year CIP, which reflects FY 24/25–28/29. This requirement of Florida Statutes was addressed in late October, following the adoption of the 5-year budget via the annual CIE update process.
FL Dept of Environmental Protection (FDEP)	1. BMAP: Within the schedule of capital improvements, any county or municipality with a Basin Management Action Plan (BMAP) within its jurisdiction must include a list of projects necessary to achieve the pollutant load reductions attributable to the local government as established in the BMAP (s. 163.3177(3)(a)4.b, F.S.) 2. Septic System Conversion to Central Sanitary Sewer System Service: Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a	Response to TA Comment 1: UTL Policy 7.8 is revised to state that the City will include projects which achieve BMAP nutrient load reductions in the City's Capital Improvements Program. It also states that such projects may include OSTDS-to-sewer, Advanced Wastewater Treatment, Collection System Action Plan, water conservation, and other projects as identified in the BMAP planning process. Response to TA Comment 2: UTL Policy 7.9 is added to consider the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development within the City's jurisdiction of more than 50 built or unbuilt residential lots with a density of more than one OSTDS per acre.

	section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage treatment and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.).	
FL Dept of Transportation (FDOT)	Comment 1: The Department needs additional information to assess whether the proposed amendment could have significant impacts on transportation resources or facilities of state importance due to adjustments in densities and intensities.	Staff met with FDOT District 5 to discuss the data and analysis conducted on potential impacts, including an evaluation of existing vacant lands and potential redevelopment opportunities anticipated over the 20-year planning horizon. Staff also explained the City's procedures for applications, including transportation capacity analyses and transportation operations analyses, depending upon the context of the proposed development or application. FDOT expressed its appreciation of the explanation and requested that the City continue coordination and collaborate with the Department as a resource.

Revisions Since Transmittal:
In addition to the inclusion of the current Five-Year Capital Improvements Plan in the Future Land Use Element and Utilities Sub-element policies listed above in response to agency comments, the below minor revisions are proposed to improve the Land Development Code.

1. Revision to FLU Policy 2.2 (MU designation) to require that new or redevelopment projects proposed on lands that are designated Mixed Use and that consist of two (2) or more acres provide a minimum FAR of 0.15 and density of 6 dwelling units per acre to support the City's Downtown Master Plan, promote the economic vitality of the City, and increase internal capture which supports reduced vehicular trips.
2. Revision to FLU Policies 2.17 (LMDR), 2.18 (MDR), and 2.19 (HDR) to include the language: "When permitted in the Land Development Code, neighborhood-enriching commercial may be permitted at an FAR not to exceed 0.1." This additional FAR is intended to allow for small-scale, neighborhood-enriching commercial development within limited zoning districts and to help achieve the 15-Minute City concept.
3. Revision to Figures 1, 1a, and 1b is as follows:

- In FLU Figure 1a, the Downtown Mixed Use area was adjusted to better follow right-of-way and not cut through existing residential lots in the northeast corner of the DMU area, and
- In FLU Figure 1b, the CRA Mixed Use area was adjusted to capture enclave areas and to close some gaps and create a cohesive mixed-use area.
- Due to the above adjustments in FLU Figures 1a and 1b, FLU Figure 1 was amended to reflect these adjustments.

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 adopted Envision 2045 Comprehensive Plan to the reviewing agencies as required pursuant to Section 163.3184(3)(c), 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 adopted Envision 2045 Comprehensive Plan to the reviewing agencies in accordance Section 163.3184(3)(c), Florida Statutes.

Attachments:

1. State Regulations Correlations Table
2. Ordinance - Envision 2045_CC FINAL
3. GOPs - DIGITAL Fully Assembled 07.10.2025 final
4. DIA - Digital Final
5. Business Impact Estimate
6. Advertisement

Financial Impacts:

None.

Type of Item: Second 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-Elem. – 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, except as provided herein; 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 the first 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)(b), Florida Statutes; and

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, July 15, 2025, the City Commission conducted the second public hearing to consider adoption of the Envision 2045 Ocoee Comprehensive Plan and, after consideration of public comments, authorized its transmittal to reviewing agencies in accordance with Section 163.3184(3)(c), 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.

A. Except as set forth in subsection B., 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."

B. **Option to Opt-Out of Envision 2045**

1. If an authorized applicant for a development approval believes that a provision in Envision 2045 is "more restrictive or burdensome" than the City's 2002 Comprehensive Plan, as amended and effective on August 1, 2024, the applicant may opt-out of Envision 2045, as follows:

(i) The applicant shall submit in writing a notarized request to opt-out of Envision 2045 to the Development Services Director signed by the applicant and stating that the applicant wishes to proceed under all terms and conditions of the City's 2002 Comprehensive Plan, as amended and effective on August 1, 2024;

(ii) Upon receipt of the applicant's written request, the applicant shall be bound by all terms and conditions of the City's 2002 Comprehensive Plan, as amended and effective on August 1, 2024, and shall not be entitled to any of the benefits of Envision 2045.

(iii) Under the terms of Section 553.902, Florida Statutes, the option to opt-out of Envision 2045 shall be effective until October 1, 2027. If Ocoee is an "impacted local government" under Section 252.422, Florida Statutes, as a result of the Federal Government declaring Orange County a federal disaster

area due to a hurricane other than Hurricane Milton, the option to opt-out of Envision 2045 shall expire on the earliest date allowed by Section 252.422(2), Florida Statutes.

2. The City shall adopt land development regulations that implement Section B.

C. Section B shall be codified in the Introduction of Envision 2045.

SECTION 4. TRANSMITTAL OF ADOPTED ORDINANCE. The City Clerk is hereby authorized to transmit the required copies of the adopted amendment to the City's Comprehensive Plan to the reviewing agencies as required pursuant to Section 163.3184(3)(c), 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 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

(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: _____
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

July 2025

City of Ocoee, Florida

City Officials

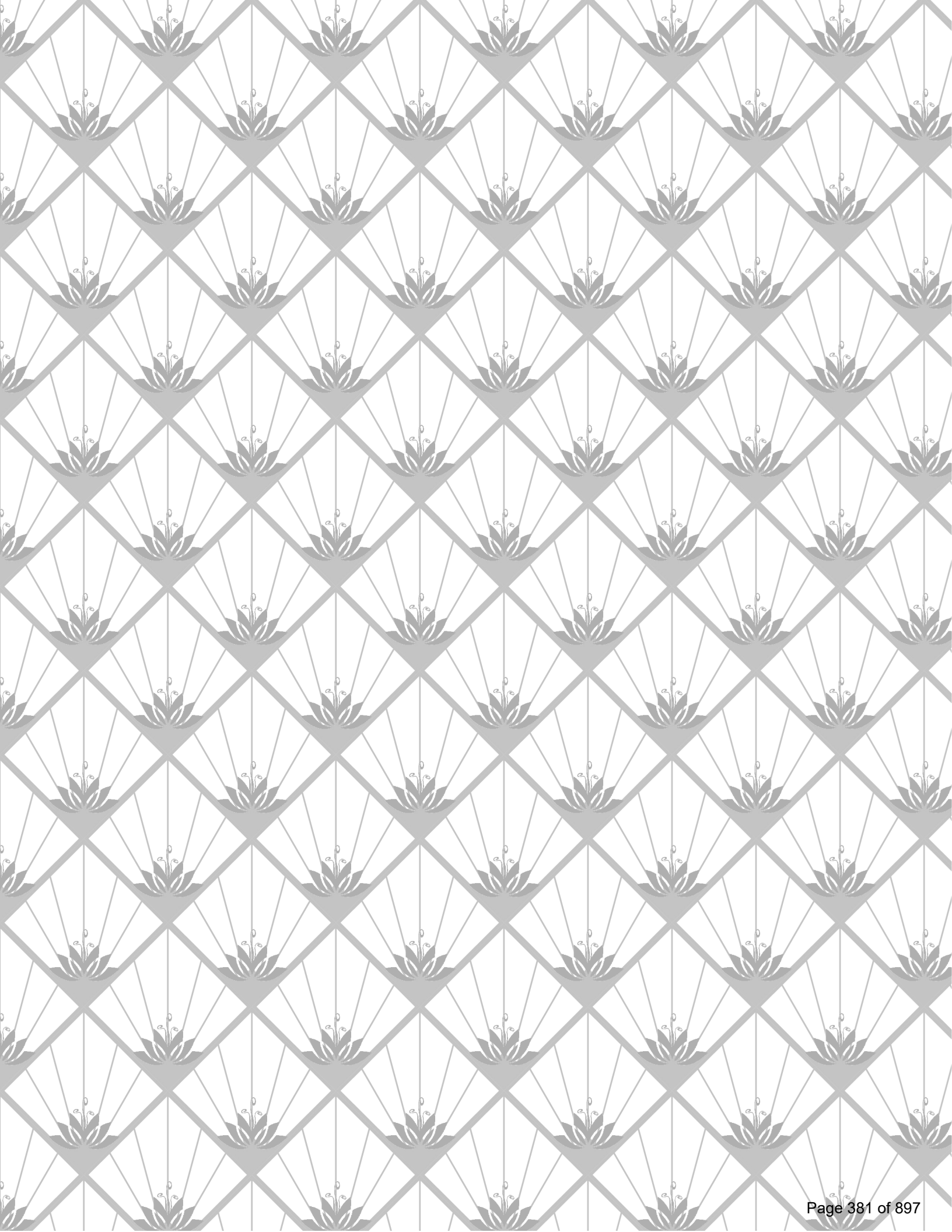
June 2025

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, Deputy Director 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, PE, Public Works Director*** Milen Womack, PE, City Engineer Hseth Burch, Staff Engineer/Floodplains Administrator **Utilities Department** ***Jen Bolling, PE, Utilities Director*** Jesse Conklin, Engineering Technician Kelsey Katro, GISP, GIS Analyst **Information Technology Department** ***John Haas, IT Director*** Luis Martinez, GISP, 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 the overall well-being of the City.



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.

Option to Opt-Out of Envision 2045 (Senate Bill 180, 2025)

A. If an authorized applicant for a development approval believes that a provision in Envision 2045 is "more restrictive or burdensome" than the City's 2002 Comprehensive Plan, as amended and effective on August 1, 2024, the applicant may opt-out of Envision 2045, as follows:

   1. The applicant shall submit in writing a notarized request to opt-out of Envision 2045 to the Development Services Director signed by the applicant and stating that the applicant wishes to proceed under all terms and conditions of the City's 2002 Comprehensive Plan, as amended and effective on August 1, 2024;
   2. Upon receipt of the applicant's written request, the applicant shall be bound by all terms and conditions of the City's

2002 Comprehensive Plan, as amended and effective on August 1, 2024, and shall not be entitled to any of the benefits of Envision 2045.

3. Under the terms of Section 553.902, Florida Statutes, the option to opt-out of Envision 2045 shall be effective until October 1, 2027. If Ocoee is an "impacted local government" under Section 252.422, Florida Statutes, as a result of the Federal Government declaring Orange County a federal disaster area due to a hurricane other than Hurricane Milton, the option to opt-out of Envision 2045 shall expire on the earliest date allowed by Section 252.422(2), Florida Statutes.

B. The City shall adopt land development regulations that implement these provisions.





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 SHALL 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 (FLUM): 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.

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, and on properties greater than two (2) acres, new or redevelopment shall provide for a minimum of six (6) dwelling units per acres and 0.15 FAR, in accordance with this Objective.

Development on lands designated Mixed Use shall contain one of the following mixes of uses plus at least one (1) ancillary civic use, such as a plaza, mini-park, community urban garden, or other public gathering space.

- Residential Component plus one (1) or more of the following uses: commercial, office, recreation, craft industrial, or assembly use.
- Commercial Component plus one (1) or more of the following uses: residential, office, recreation, craft industrial, or assembly use.

For purposes of mixed use, office shall include professional office, office of convenience, business office, and like uses, as further described in the Land Development Code. For purposes of mixed use, commercial shall include retail, restaurant, personal services, artisanal production, micro-industry, and general commercial uses, as further described in the Land Development Code.

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.

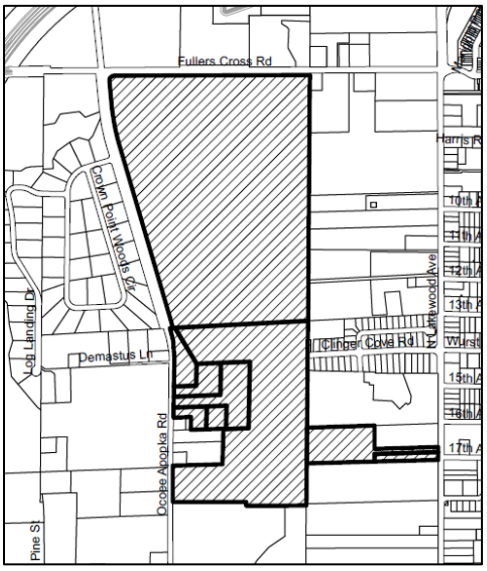
FLU Policy 2.10.b: The Activity Centers identified by the City include:

- 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. When permitted in the Land Development Code, neighborhood-enriching commercial may be permitted at an FAR of no greater than 0.1. 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. When permitted in the Land Development Code, neighborhood-enriching commercial may be permitted at an FAR of no greater than 0.1. 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. When permitted in the Land Development Code, neighborhood-enriching commercial may be permitted at an FAR of no greater than 0.1. 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 7.4.a: For development or redevelopment of property located outside the Ocoee Community Redevelopment Area (CRA) but within the Wekiva Study Area (WSA) Boundary, and with the exception of a single-family home on an existing lot, those portions of properties that contain at least one of the three following resources (1) most effective recharge areas, (2) karst features, or (3) sensitive natural habitats including Long Leaf Pine, Sand Hill , Xeric Oak Scrub, or Sand Pine Scrub vegetative communities, will be subject to a minimum thirty-five percent (35%) Wekiva Open Space requirement. Wekiva Open Space shall be as defined in Policy 7.4.b. For these lands within the WSA outside of the CRA that have karst features/closed topographic depressions, developments shall provide buffering setbacks as follows and in accordance with the "Guidelines for Preparing Comprehensive Plan Amendments for the Wekiva Study Area" (DCA, March 2005) and Section 369.321(3), Florida Statutes:

- Sinkholes with a direct connection to the aquifer: 200 feet, measured from the drainage divide,
- Other sinkholes: 100 feet, measured from the drainage divide, and
- Other karst features with a direct connection to the aquifer (swallet or stream to sink): 200 feet, measured from the drainage divide.

FLU Policy 7.4.b: Wekiva open space required to be preserved within the Wekiva Study Area (WSA) boundary is defined as: any portion of a parcel or area of land that remains undeveloped, or minimally developed, such as trails and boardwalks as part of a natural resource preserve or recreation area, stormwater retention areas that follow Best Management

Practices (BMPs), upland buffer retention swales, naturally vegetated areas, and tracts for pedestrian connections. Such designated open space excludes waterbodies, lots, street rights of way, parking lots, impervious surfaces and active recreation areas including golf courses. All Wekiva Open Space Areas shall be restricted to prohibit use of fertilizer and chemical applications but may permit mechanical methods for routine maintenance.

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.

2045 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

Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
Florida Turnpike
SR 429
N Lakewood Ave.
E Orlando Ave.
Old Winter Garden Rd.
Maguire Rd.
McKey St.
Bluford Ave.
Ocoee Apopka Rd.
West Rd.
Roberson Rd.
Franklin St.

FLU Figure No. 1

2045 Future Land Use Map

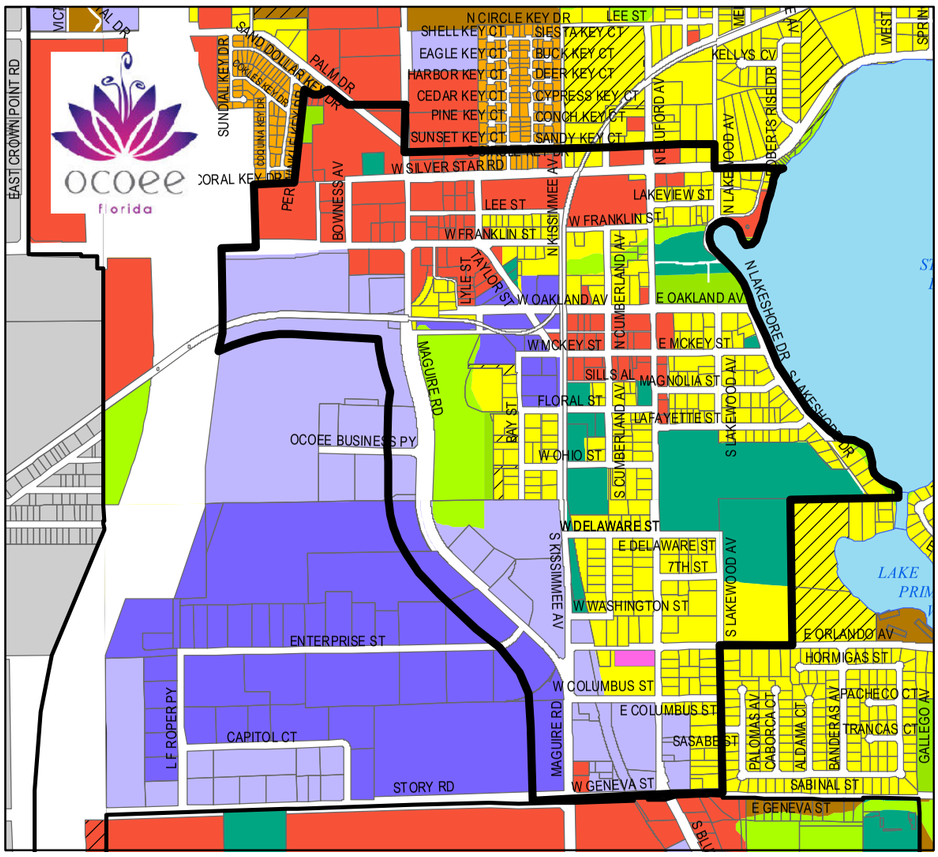
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

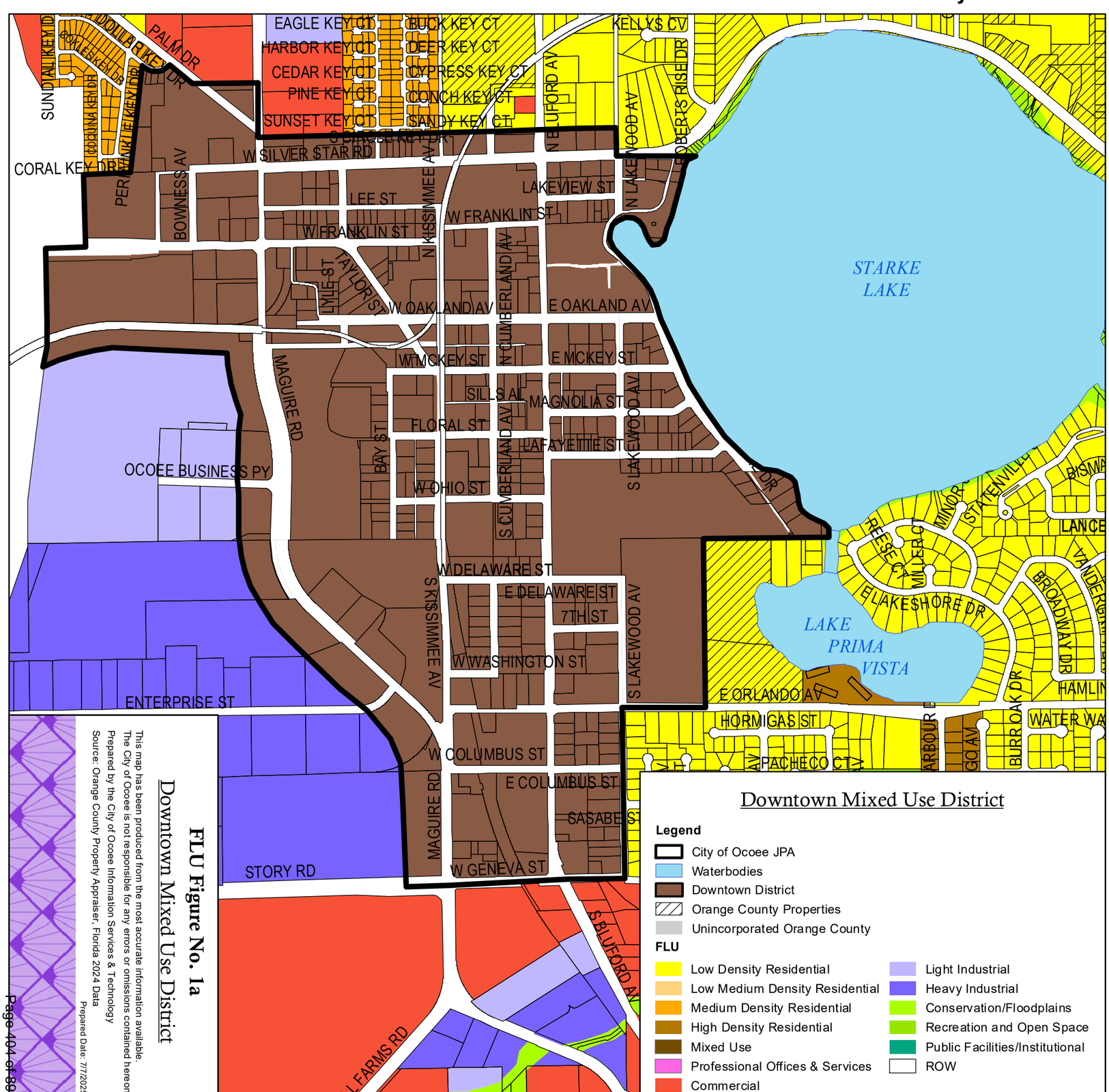
Prepared Date: 7/7/2025

Document Path: M:\Proj\Data\LM\Anoch Projects\Proposed Future Landuse Map-24-36-3.mxd



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: 7/7/2025

Downtown Mixed Use District

Legend

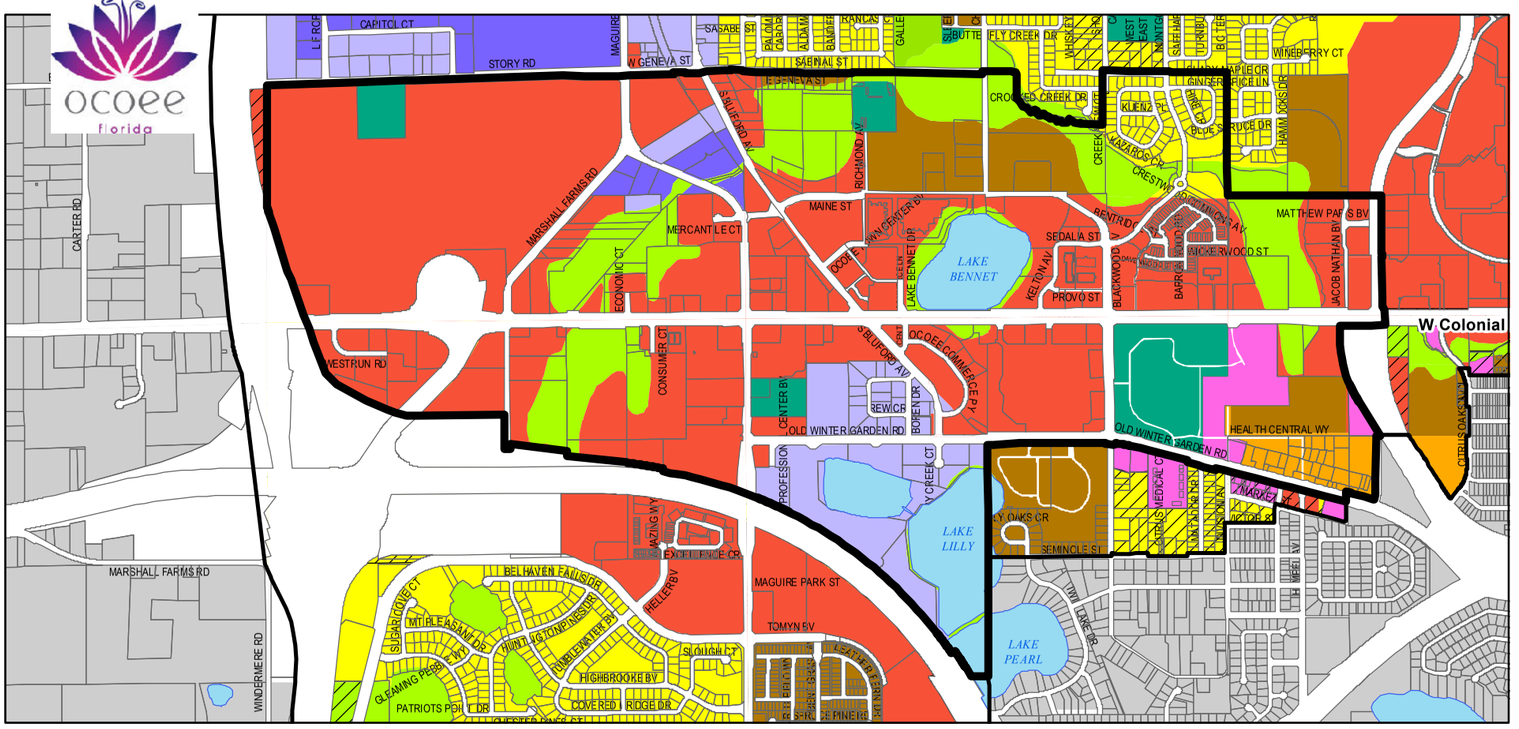
- City of Ocoee JPA
- Waterbodies
- Downtown District
- Orange County Properties
- Unincorporated Orange County

FLU

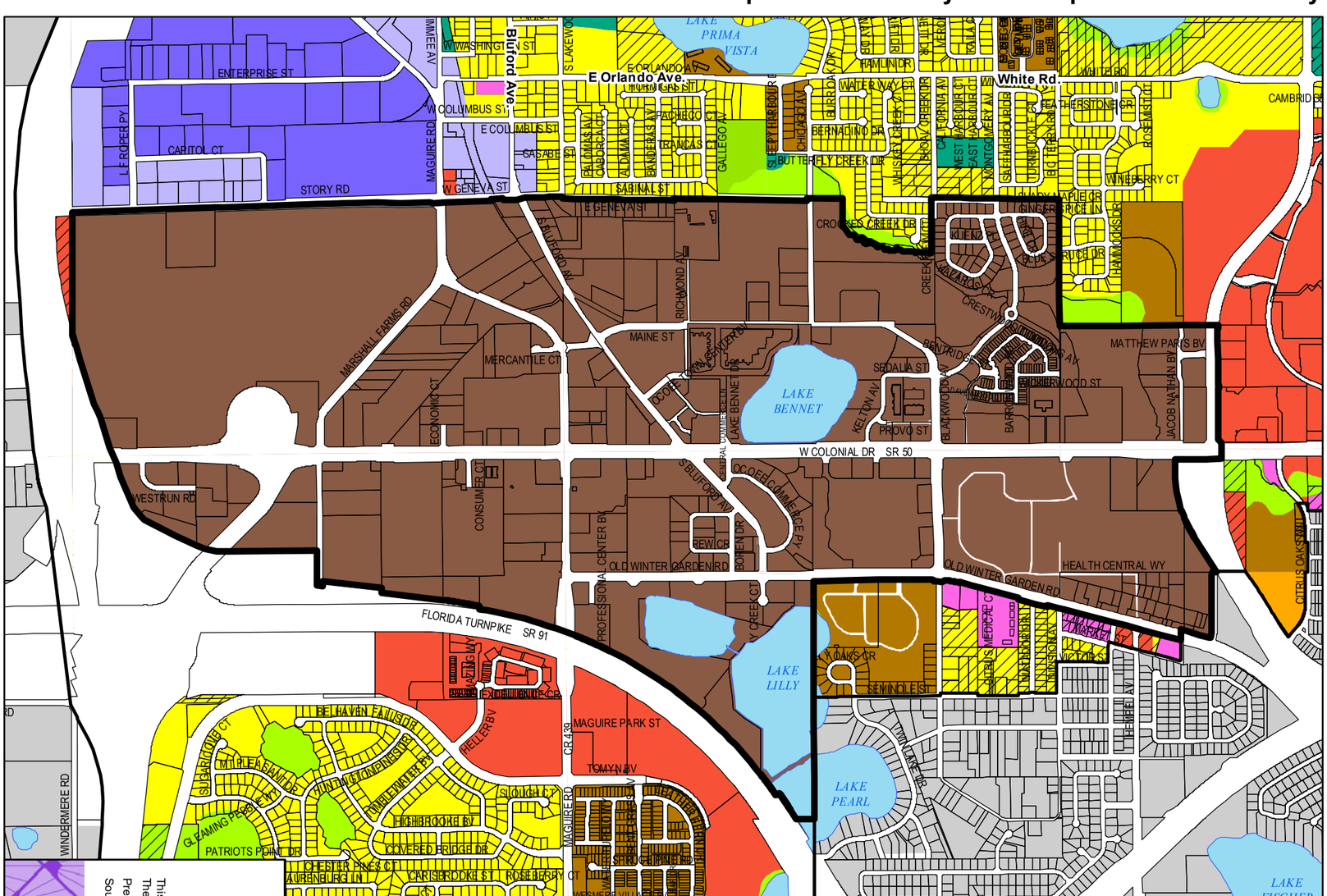
- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Professional Offices & Services
- Commercial
- Light Industrial
- Heavy Industrial
- Conservation/Floodplains
- Recreation and Open Space
- Public Facilities/Institutional
- ROW

Document Path: M:\ProjData\LMAnoch 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: 7/7/2025

Community Redevelopment Area
Mixed Use District

Legend

- City of Ocoee JPA
- Waterbodies
- Community Redevelopment Area
- 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

Document Path: M:\ProjData\LMAnoch Projects\Proposed Mix Use CRA.mxd

N.T.S.

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

Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
Old Winter Garden Rd.
N Lakewood Ave.
McKey St.
Bluford Ave.
E Orlando Ave.
Maguire Rd.
Roberson Rd.
Ocoee Apopka Rd.
West Rd.
SR 429
Franklin St.

LAKE APOPKA

ocoee florida

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

Document Path: M:\Proj\Data\LM\Anoch Projects\Existing Landuse Map.mxd

N.T.S.

2045 Future Land Use Residential & Vacant Lands

Legend

	Acres	
JPA		
CRA_Area		
DownTown_District_Bndy	2872.96	89.88%
Waterbodies	100.33	3.14%
Parcel Lines	223.07	6.98%
Vacant Residential	1303.64	
LDR		
MDR		
HDR		
City Boundary		
Unincorporated Orange County		

Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.
N Lakewood Ave.
Bluford Ave.
McKey St
E Orlando Ave.
W Colonial Dr.
Ocoee Apopka Rd.
West Rd.
SR 429
Franklin St.
LAKE APOPKA

FLU Figure No. 3

2045 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: 6/26/2025

Document Path: M:\Proj\Data\LM\Anoch Projects\Future Landuse Res Map.mxd

N.T.S.

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		

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Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
Garden Rd.
Old Winter Garden Rd.
SR 429
N Lakewood Ave.
McKey St.
Bluford Ave.
E Orlando Ave.
Maguire Rd.
Roberson Rd.
Ocoee Apopka Rd.
West Rd.
Franklin St.

LAKE APOPKA

ocoee florida

FLU Figure No. 4

Future Land Use Non-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

N.T.S.

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 Depot
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

Document Path: M:\Proj\Data\LM\Arch Projects\Ocoee Historical Sites.mxd

McCormick Rd.
Silver Star Rd
Oakland Ave
Bluford Ave.
McKey St.
Clarke Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
Florida Turnpike
Old Winter Garden Rd.
E Orlando Ave.
Maguire Rd.
Roberson Rd.
N Lakewood Ave.
Ocoee Apopka Rd.
West Rd.
SR 429
Franklin St.
LAKE APOPKA
STARKE LAKE

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

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 PARKS AND RECREATION SYSTEM THAT ENHANCES THE HEALTH, WELLNESS, AND OVERALL WELL-BEING OF PEOPLE OF ALL AGES AND ABILITIES.

REC Objective 1 - Developing A Well-Planned Comprehensive System: Quality parks, recreational areas, trails, and civic open spaces 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 Well-being: 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.

2045 Existing & Future City Parks

Legend

- West Orange Trail
- City of Ocoee JPA
- Waterbodies
- Undeveloped Parks
- Developed Parks
- City Boundary
- Unincorporated Orange County

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	

REC Figure No. 1

2045 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: 6/26/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Future City Parkland.mxd

N.T.S.

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

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		

Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
SR 429
N Lakewood Ave.
Bluford Ave.
McKey St.
E Orlando Ave.
Old Winter Garden Rd.
W Colonial Dr.
Maguire Rd.
Roberson Rd.
Ocoee Apopka Rd.
West Rd.
Franklin St.

REC Figure No. 2

Civic Open Space / Neighborhood Parks

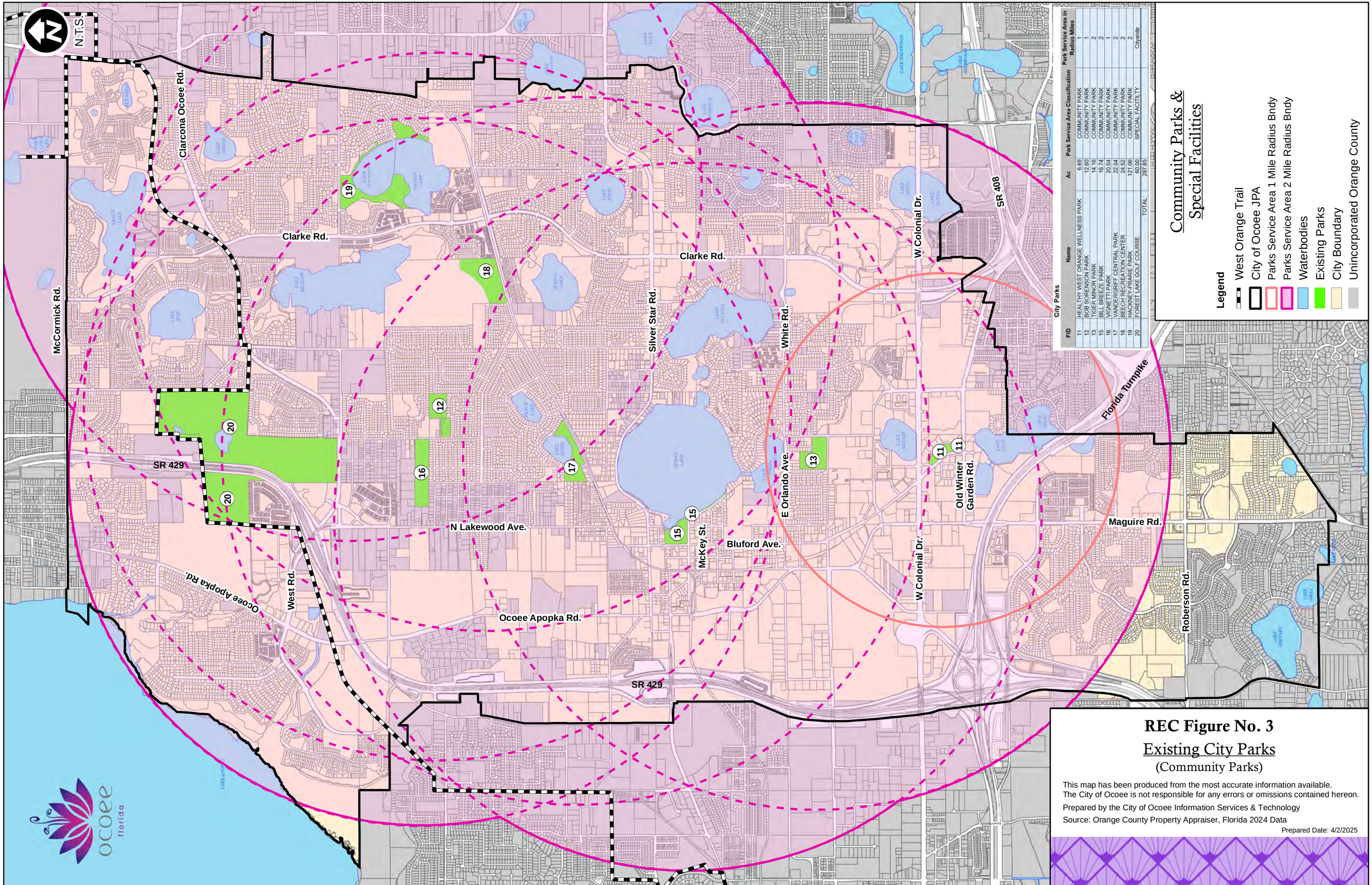
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.

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



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		

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

N.T.S.

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

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	VICNETTI 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-PRAIRIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACILITY	Citywide
	TOTAL:	371.62		

City Parks

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

2045 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

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	CLARKE ROAD PARK	2.16	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-PRAIRIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACILITY	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

2045 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: 6/26/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Future Park Map 10 Minute Walk.mxd

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

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 REGISTER PARK	12.60	COMMUNITY PARK	2
13	ROGER MINOR PARK	14.15	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-PRAIRIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACILITY	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. 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

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

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	

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

Document Path: M:\GIS Admin\Mxds\Recreation\Trails Master Plan Map.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 to achieve nutrient load reductions, exploring partnership and funding opportunities, and implementing projects when economically feasible. These BMAPs are depicted in UTL Figure No. 3. Projects identified

to achieve nutrient load reductions shall be included in the City's Wastewater Facilities Capital Improvements Program and include:

- OSTDS-to-sewer;
- Advanced Wastewater Treatment;
- Collection System Action Plan;
- Water conservation;
- Other projects as identified in the BMAP planning process

UTL Policy 7.9: In accordance with s. 163.3177(6)(c)3, F.S., for any development of more than 50 residential lots located within the City's jurisdiction, whether built or unbuilt, with more than one OSTDS per one acre, the City shall consider the feasibility of providing wastewater services within a 10-year planning horizon. As part of this consideration, the City shall identify the wastewater facility that could receive flows, the capacity of the facility and any associated transmission facilities, the projected wastewater flow at that facility for the next 20 years (including expected future new construction and connections of septic to wastewater), and a timeline for the construction of the wastewater system. This feasibility consideration shall be conducted as needed to account for future developments.

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.

N.T.S.

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

Clarcona Ocoee Rd.
McCormick Rd.
Clarke Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
SR 429
N Lakewood Ave.
Ocoee Apopka Rd.
Bluford Ave.
E Orlando Ave.
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.
Franklin St.

UTL Figure No. 1

Potable Water Service Area

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Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

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N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

Clarke Rd.

Silver Star Rd.

White Rd.

N Lakewood Ave.

Ocoee Apopka Rd.

SR 429

Bluford Ave.

E Orlando Ave.

W Colonial Dr.

SR 408

W Colonial Dr.

Old Winter Garden Rd.

Florida Turnpike

Maguire Rd.

Roberson Rd.

Franklin St.

OSTDS

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Wastewater Service Area

OSTDS Status

- Ocoee Wastewater Customer
- OSTDS Property
- Other

ocoee florida

UTL Figure No. 4

OSTDS

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Prepared Date: 4/2/2025

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N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

SR 429

N Lakewood Ave.

Ocoee Apopka Rd.

Ocoee Apopka Rd.

SR 429

Clarke Rd.

Silver Star Rd.

White Rd.

E Orlando Ave.

Bluford Ave.

W Colonial Dr.

W Colonial Dr.

SR 408

Old Winter Garden Rd.

Florida Turnpike

Maguire Rd.

Roberson Rd.

Franklin St.

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

UTL Figure No. 3

BMAP Boundaries

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Prepared Date: 4/2/2025

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

N Lakewood Ave.

Ocoee Apopka Rd.

SR 429

Clarke Rd.

Silver Star Rd.

White Rd.

E Orlando Ave.

Bluford Ave.

Franklin St.

W Colonial Dr.

W Colonial Dr.

SR 408

Florida Turnpike

Old Winter Garden Rd.

Maguire Rd.

Roberson Rd.

OSTDS

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Wastewater Service Area

OSTDS Status

- Ocoee Wastewater Customer
- OSTDS Property
- Other

ocoee florida

UTL Figure No. 4

OSTDS

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Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

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N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

Clarke Rd.

Silver Star Rd.

White Rd.

W Colonial Dr.

SR 408

Florida Turnpike

SR 429

N Lakewood Ave.

Bluford Ave.

E Orlando Ave.

Old Winter Garden Rd.

Maguire Rd.

Roberson Rd.

Ocoee Apopka Rd.

Central Service Area

North Service Area

Franklin St.

Reclaimed Water Service Area

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Reclaimed Water Utility Service Area
- Reclaimed Utility North Service Area Boundary

UTL Figure No. 5

Reclaimed Water Service Area

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Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

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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, and 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.

N.T.S.

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

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Base Map.mxd

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

N.T.S.

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

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Floodplain Base Map.mxd

DRN Figure No. 2

Floodplain Base Map

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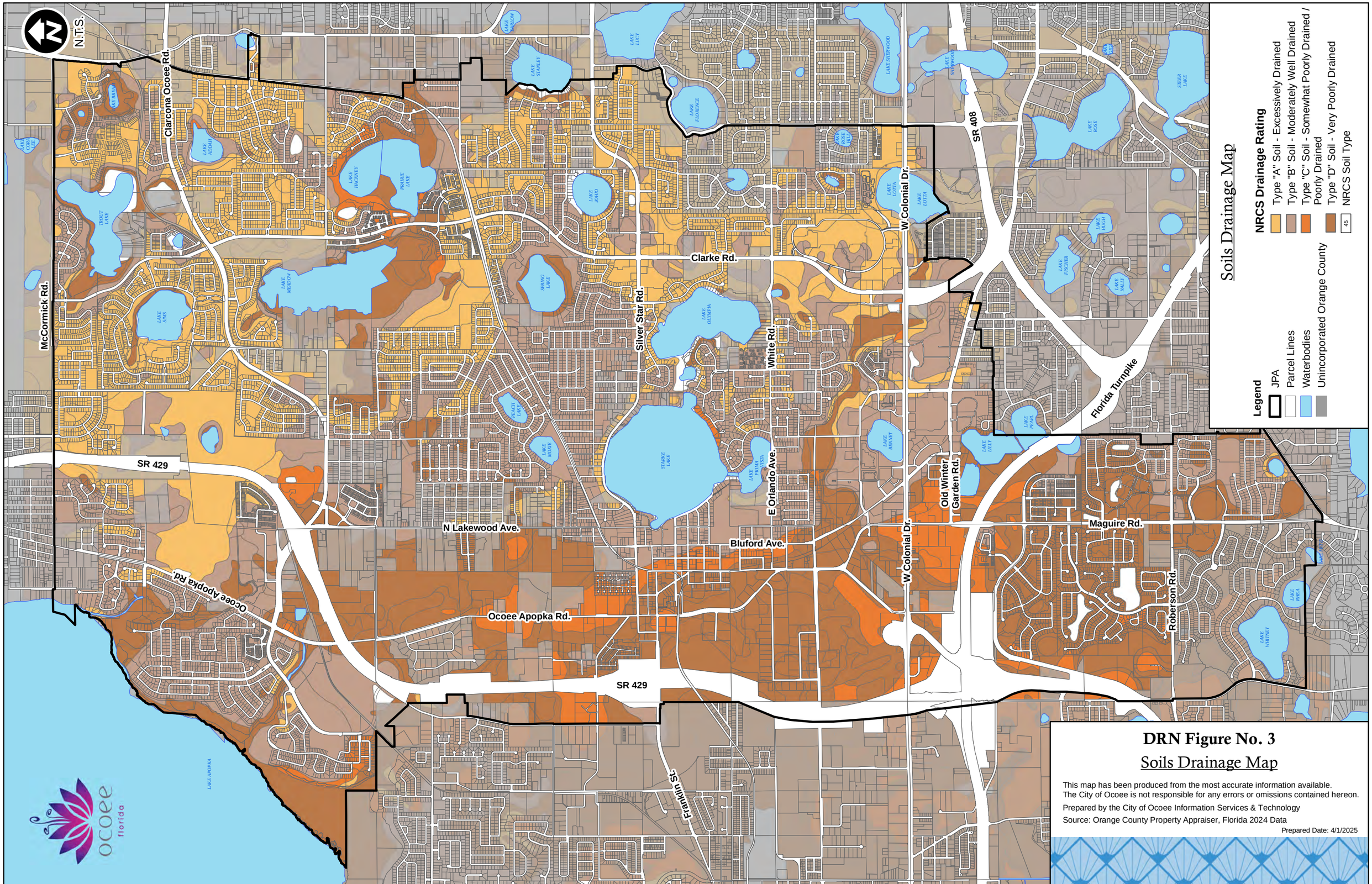
Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025



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

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Soil Drainage Map.mxd

N.T.S.

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

McCormick Rd.
Clarcona Ocoee Rd.
SR 429
Ocoee Apopka Rd.
N Lakewood Ave.
Clarke Rd.
Silver Star Rd.
McKey St.
Franklin St.
White Rd.
E Orlando Ave.
Bluford Ave.
W Colonial Dr.
SR 408
Florida Turnpike
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.

LAKE BREM, LAKE CORA, LAKE ADDAH, LAKE HACKNEY, PRAIRIE LAKE, TROUT LAKE, LAKE SIMS, LAKE MEADOW, SPRING LAKE, LAKE JOHNO, LAKE BARLOW, LAKE STANLEY, LAKE LUCY, LAKE FLORENCE, LAKE SHERWOOD, LAKE ROSE, LAKE LOTTA, LAKE HUGH, LAKE FISCHER, LAKE NALLY, LAKE OLYMPIA, PEACH LAKE, LAKE MOKIE, STARKE LAKE, LAKE PRIMA VISTA, LAKE BENNET, LAKE PEARL, LAKE LILLY, LAKE APOPKA, LAKE RHEA, WHITNEY

ocoee florida

DRN Figure No. 4

Karst Features / Closed Topographic Depressions Map

This map has been produced from the most accurate information available.
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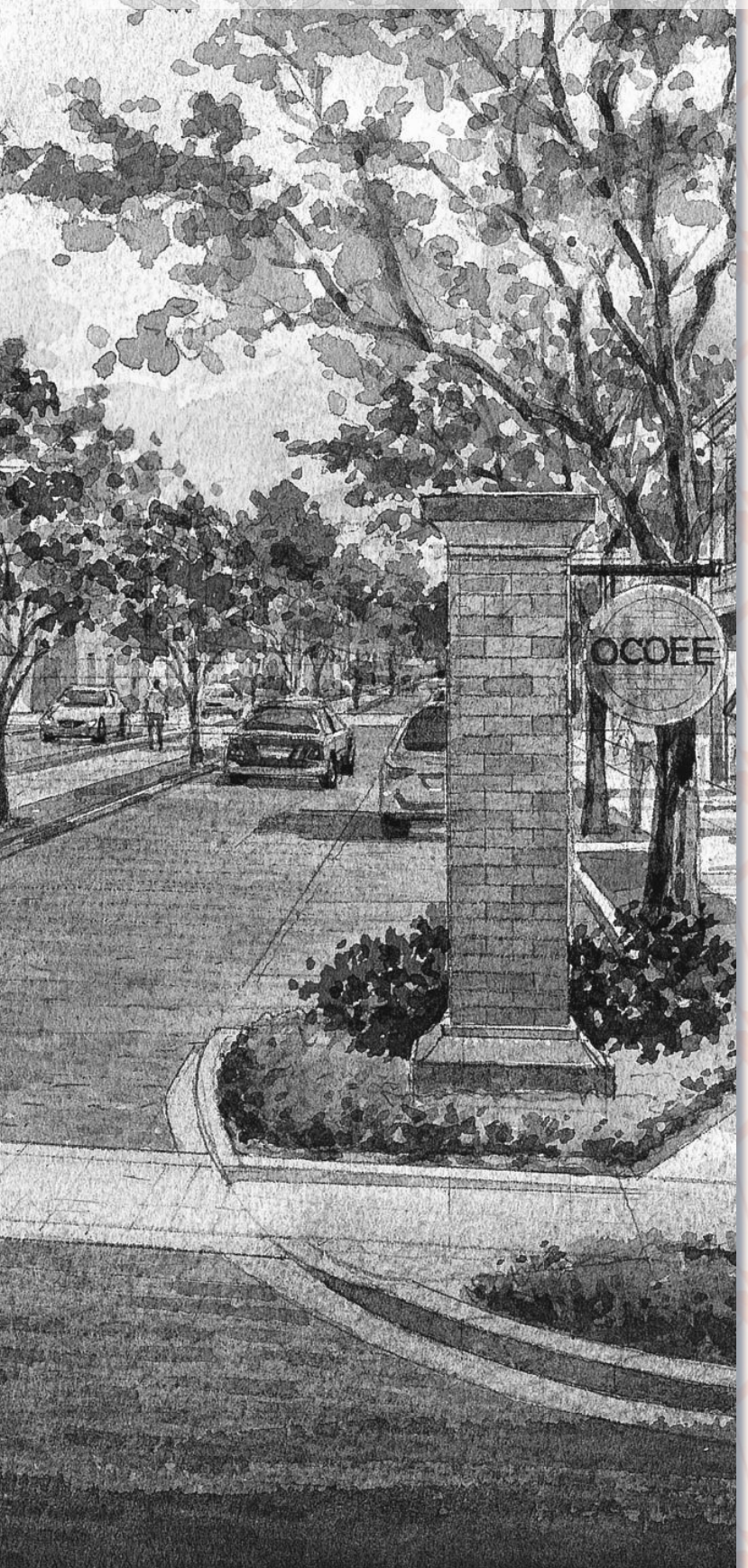
Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/2/2025



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 multimodal 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, multimodal 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

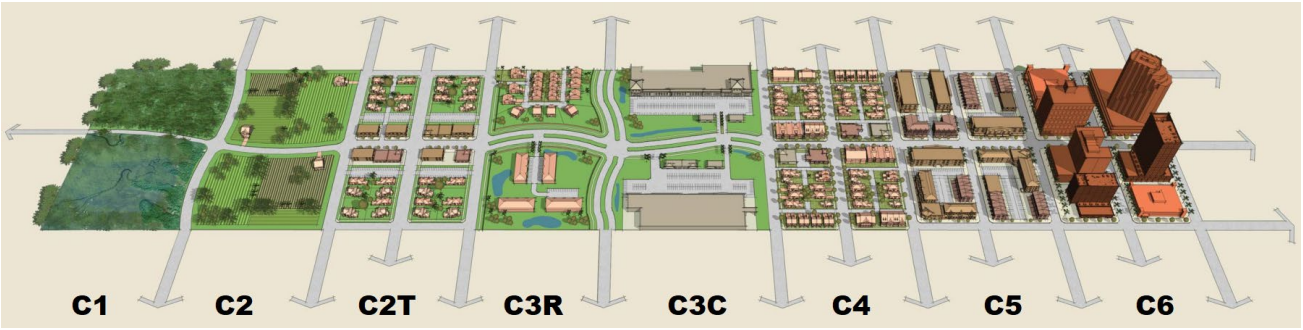
MOB Policy 1.1.c: Pedestrian Facility Level of Stress Standard – Level 2

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.

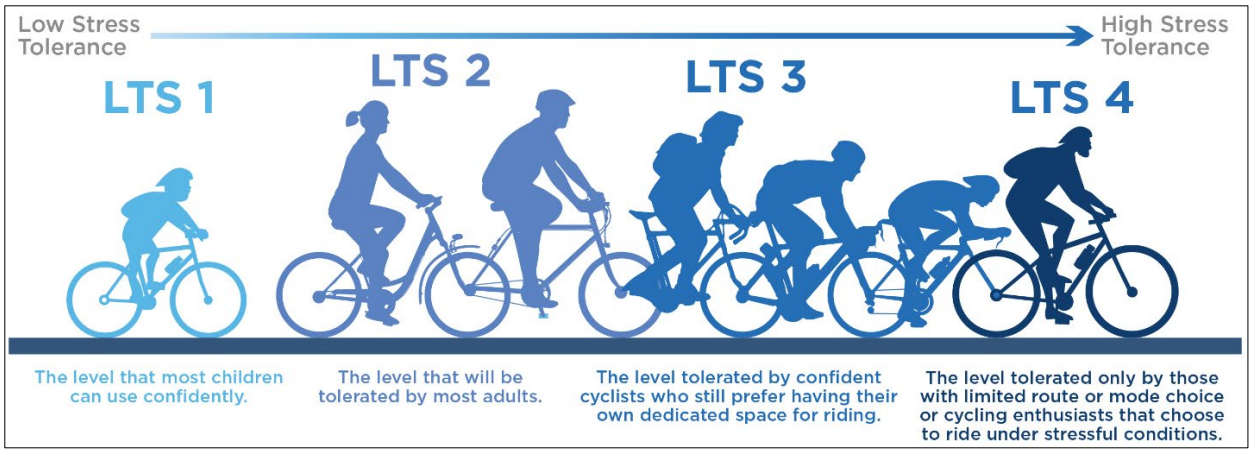
MOB Policy 1.3: The City shall apply context-sensitive solutions which integrate land use, environmental, and social considerations into project development, site design, and transportation design and treatment. Context-sensitive solutions shall address motorist traffic issues, protect the character 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



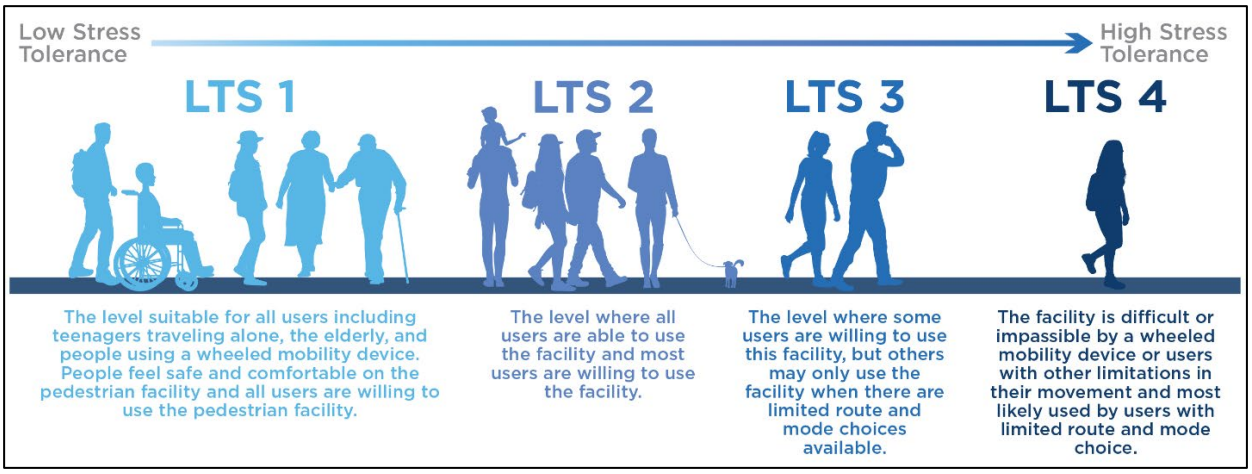
Source: FDOT's 2022 Context Classification Guide

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 multimodal 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.

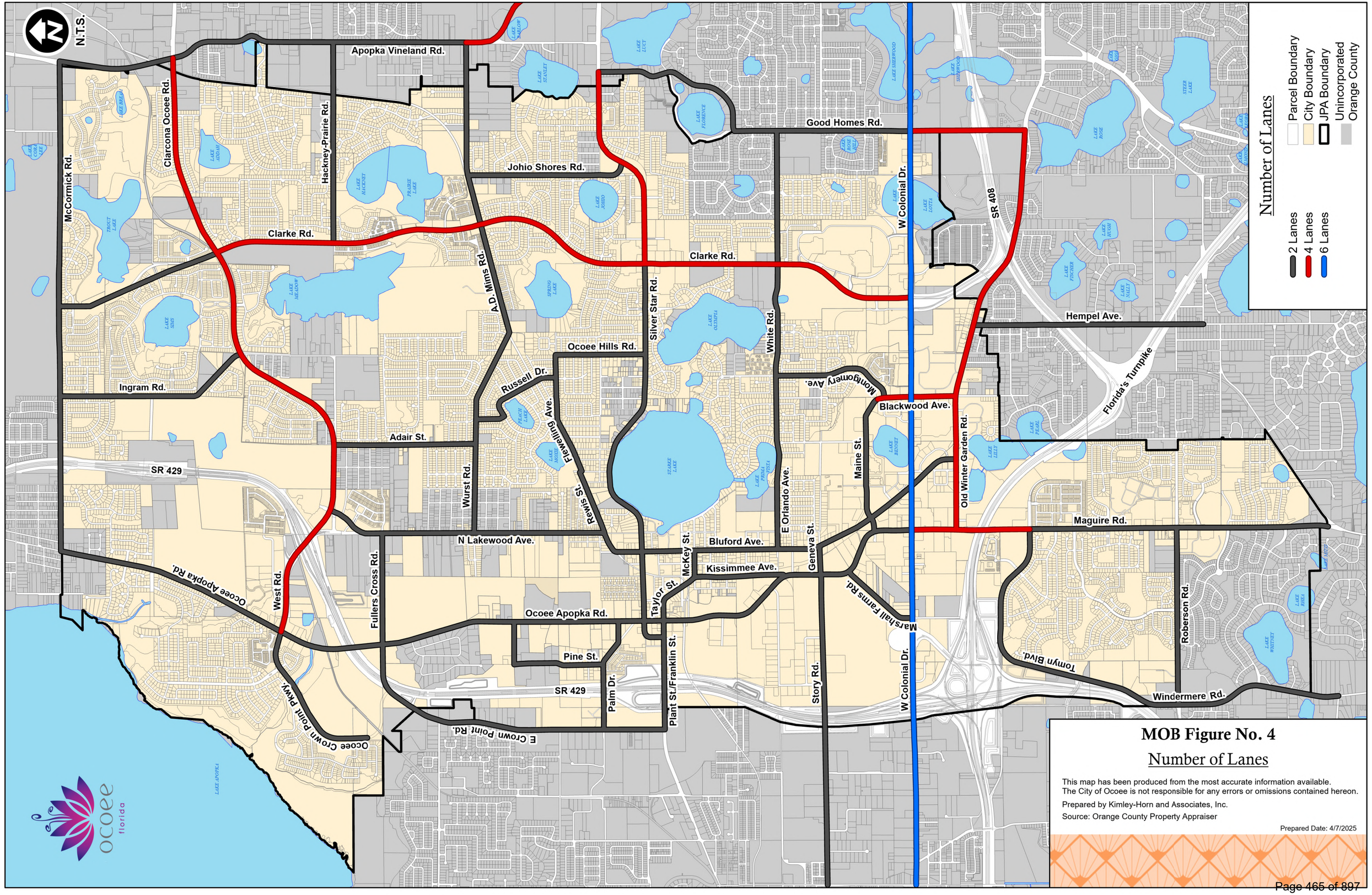
MOB Objective 5 - Funding for Transportation: The City shall seek funding opportunities and support major transportation investments that demonstrate an ability to substantially improve vehicular and pedestrian/bicycle mobility, encourage urban infill development, and reduce traffic congestion.

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.



MOB Figure No. 4

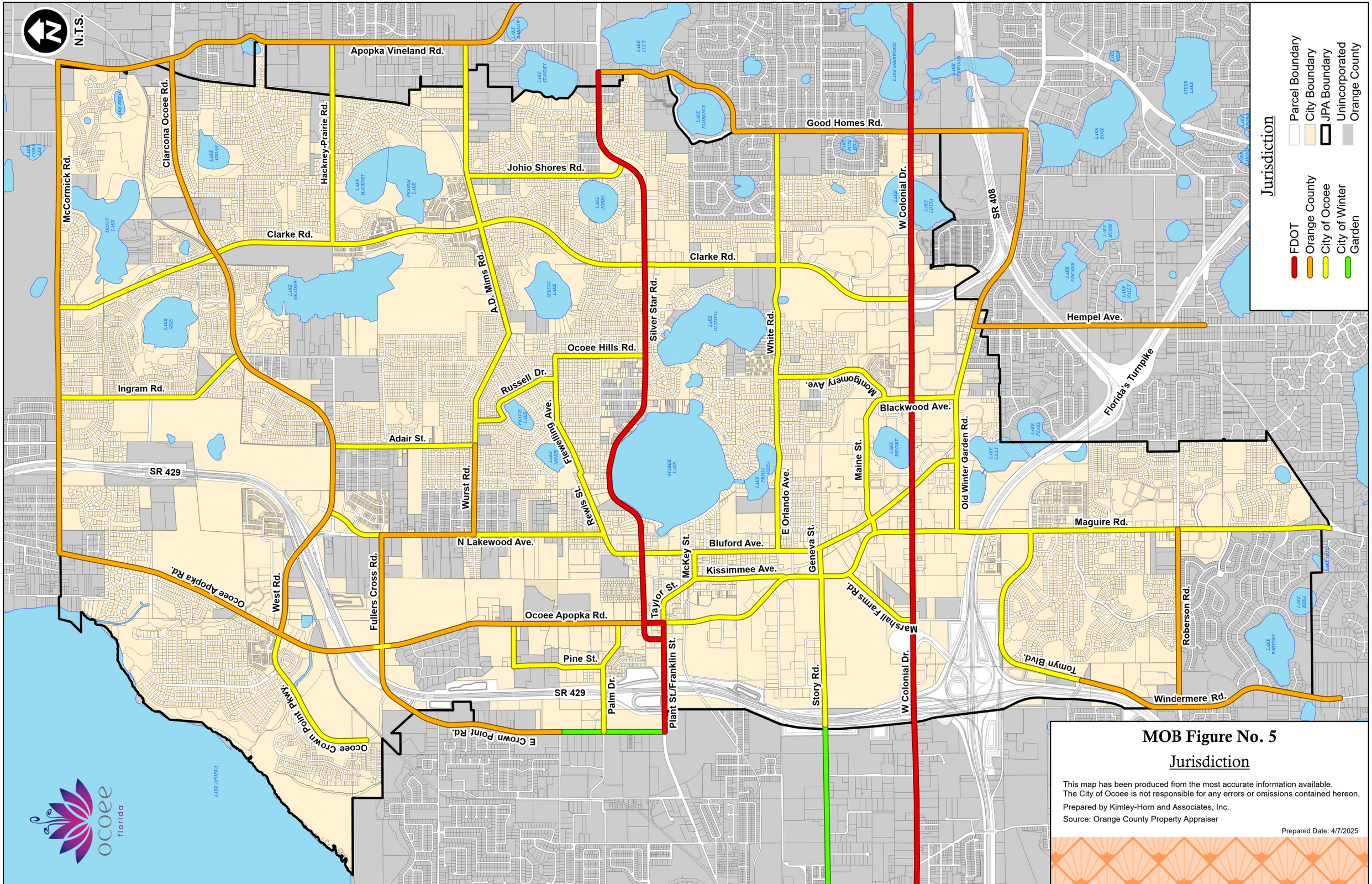
Number of Lanes

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



MOB Figure No. 5

Jurisdiction

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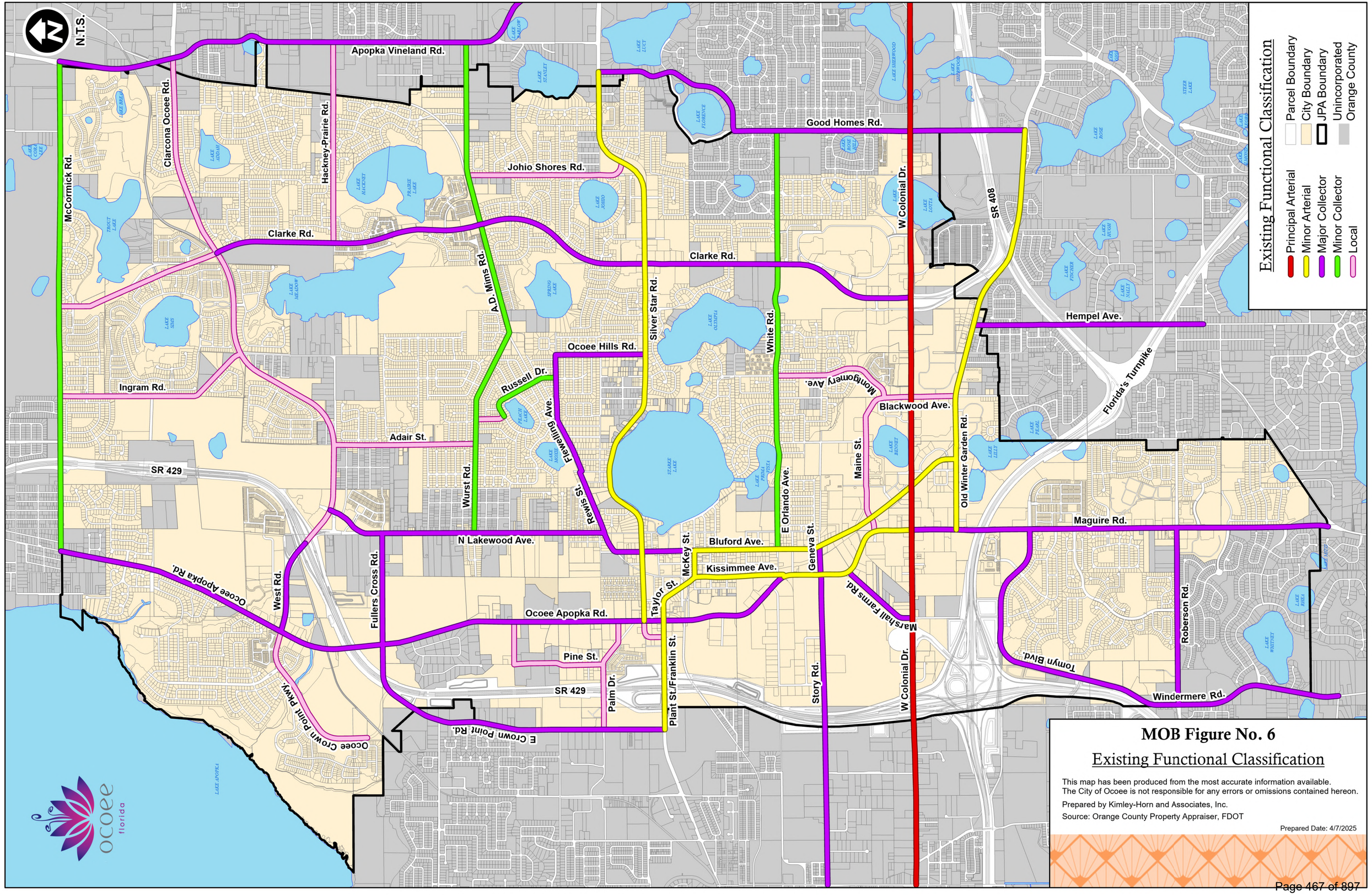
Prepared Date: 4/7/2025



MOB Figure No. 6

Existing Functional Classification

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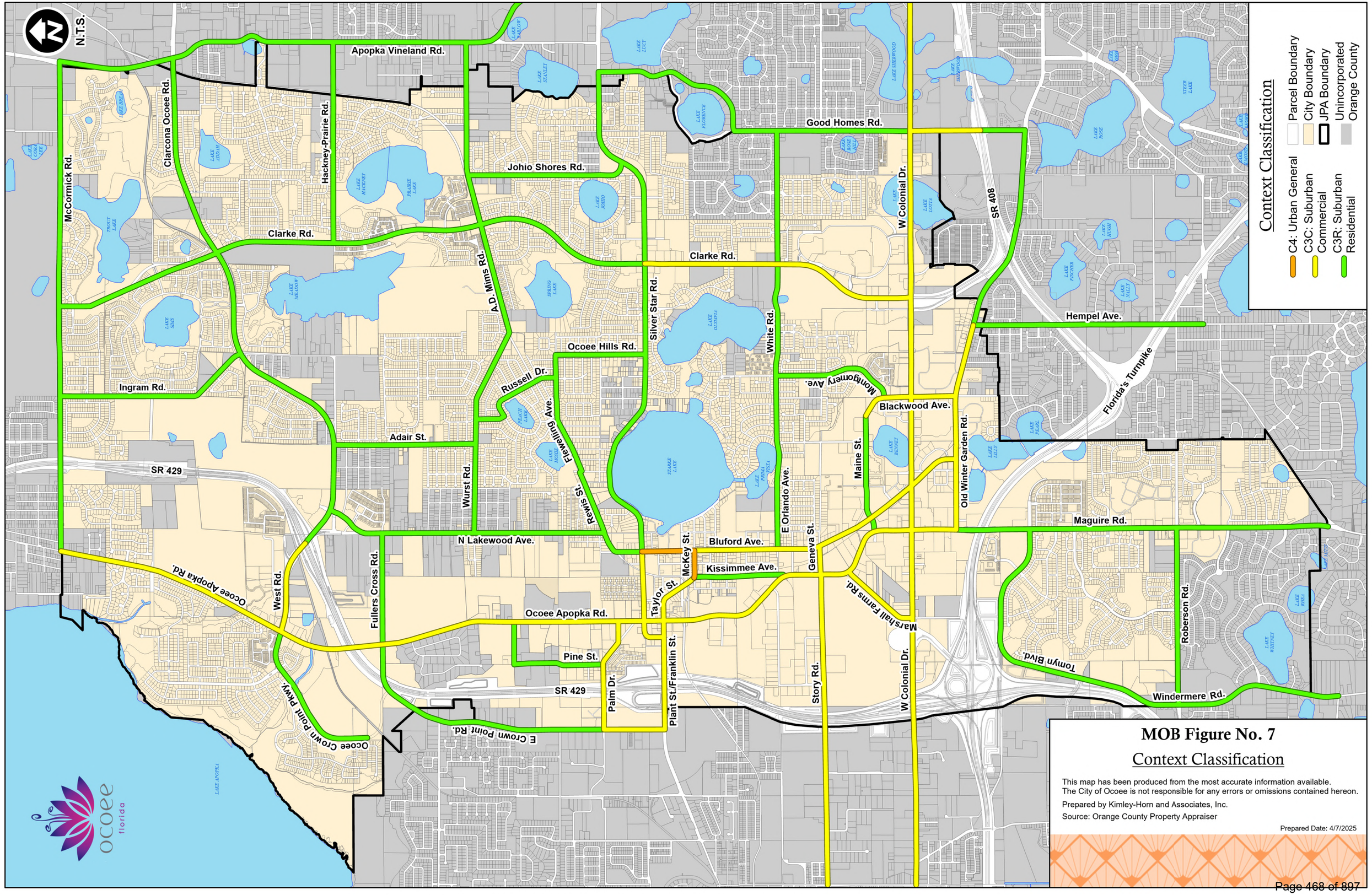
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser, FDOT

Prepared Date: 4/7/2025



MOB Figure No. 7

Context Classification

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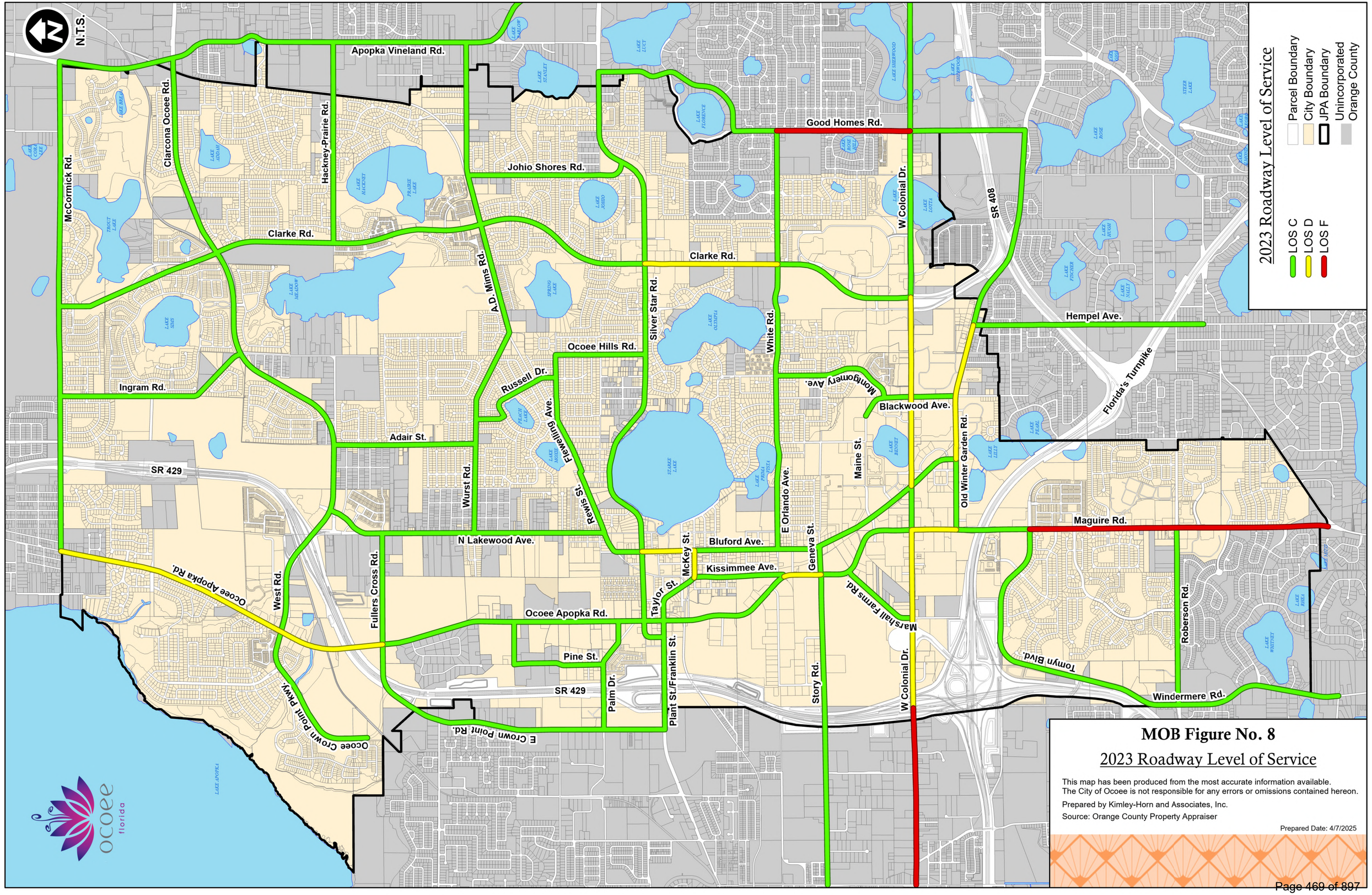
Source: Orange County Property Appraiser

Prepared Date: 4/7/2025



MOB Figure No. 8

2023 Roadway Level of Service

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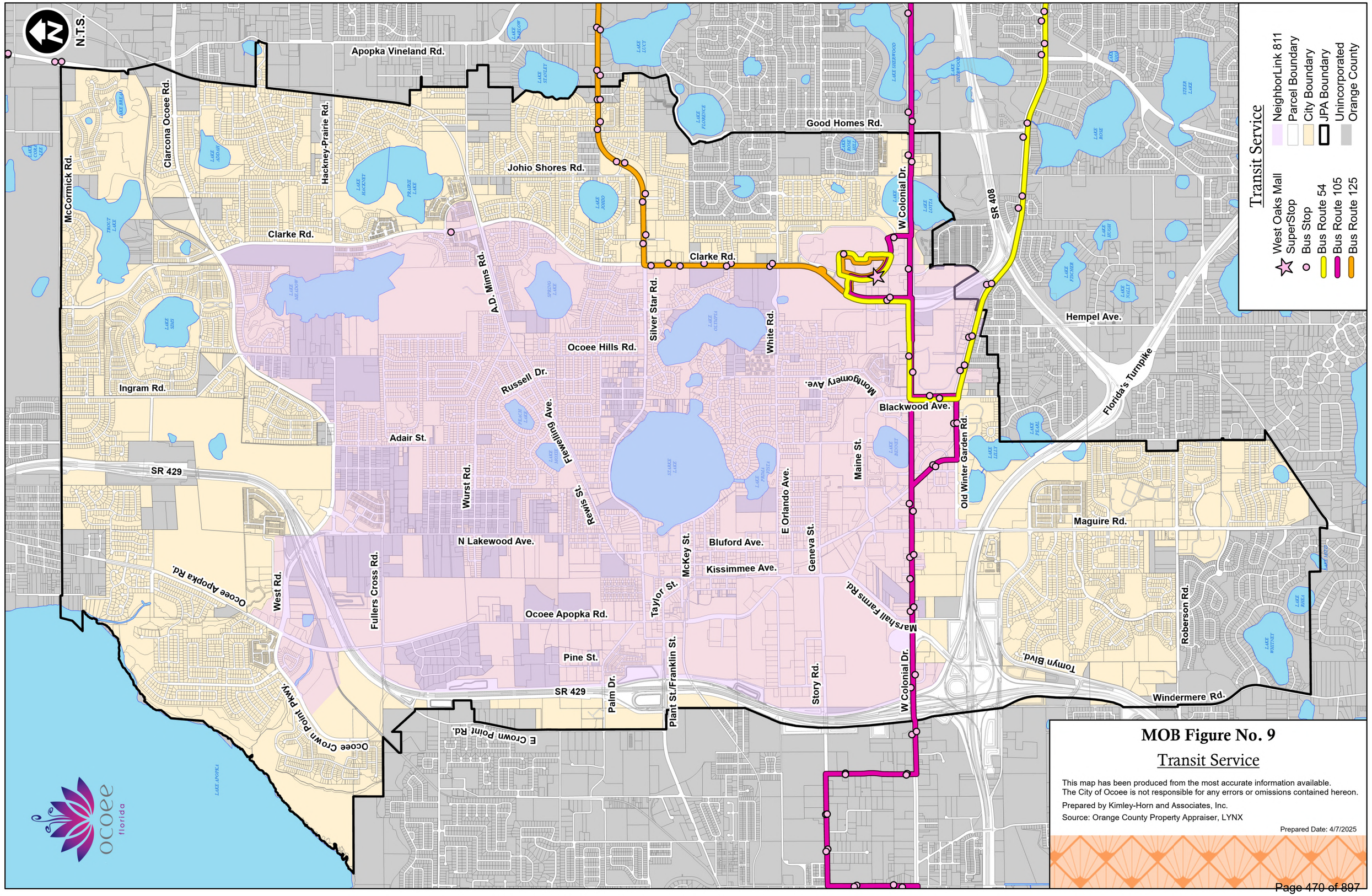
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025



MOB Figure No. 9

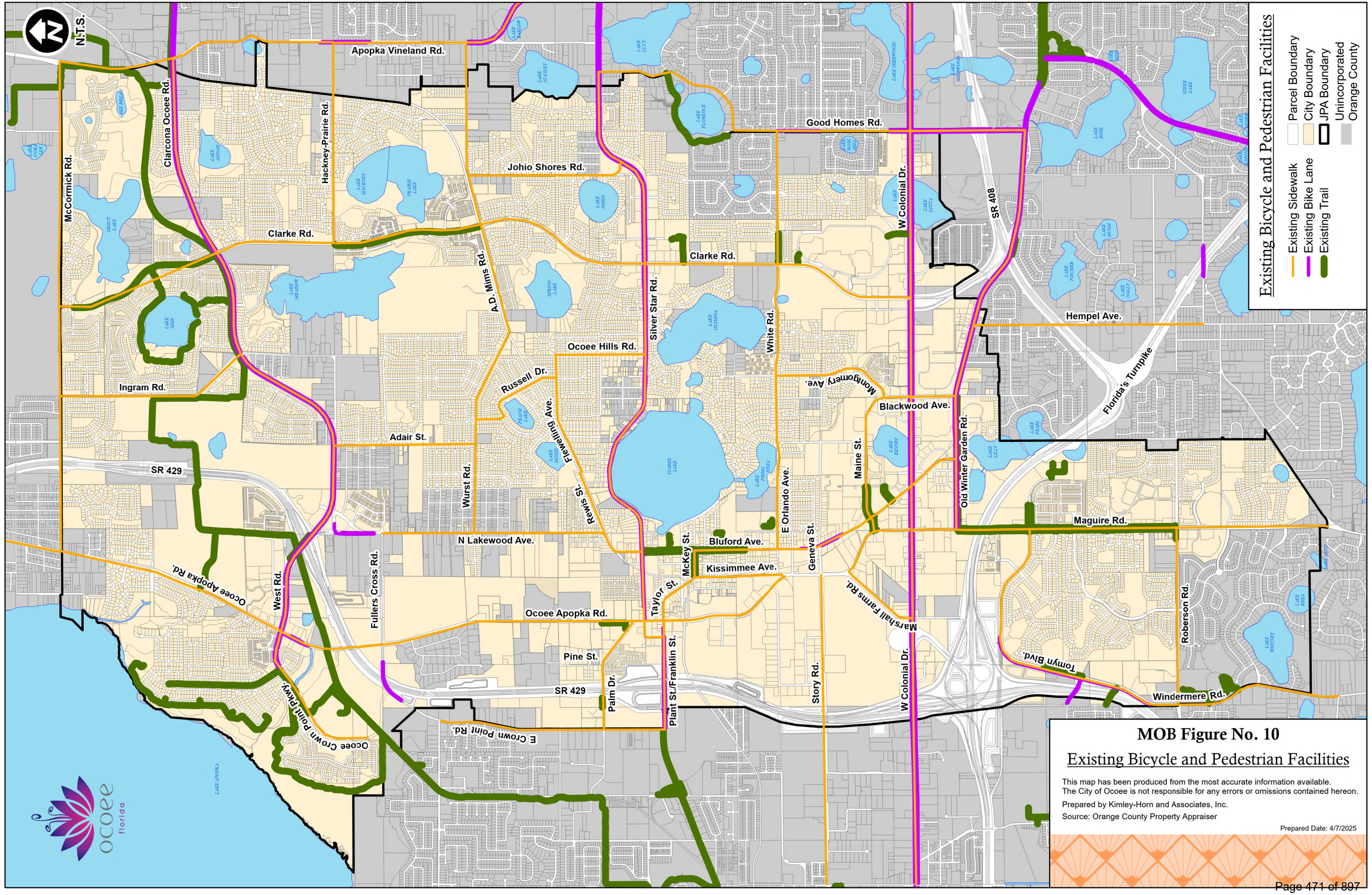
Transit Service

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



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

N.T.S.

2045 Planned Bike & Ped Facility Improvements

- Parcel Boundary
- City Boundary
- JPA Boundary
- Unincorporated Orange County
- Existing Sidewalk
- Existing Bike Lane
- Existing Trail
- Proposed Trail

Apopka Vineland Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
McCormick Rd.
Clarke Rd.
Johio Shores Rd.
Good Homes Rd.
W Colonial Dr.
SR 408
Hempel Ave.
Florida's Turnpike
A.D. Mims Rd.
Silver Star Rd.
White Rd.
Ocoee Hills Rd.
Russell Dr.
Fleewelling Ave.
Montgomery Ave.
Blackwood Ave.
Maine St.
Old Winter Garden Rd.
Ingram Rd.
Adair St.
SR 429
Wurst Rd.
Rewis St.
E Orlando Ave.
Geneva St.
Maguire Rd.
N Lakewood Ave.
Bluford Ave.
McKey St.
Kissimmee Ave.
Taylor St.
Marshall Farms Rd.
Roberson Rd.
Ocoee Apopka Rd.
West Rd.
Fullers Cross Rd.
Pine St.
Palm Dr.
Plant St./Franklin St.
Story Rd.
Tomyn Blvd.
Windermere Rd.
E Crown Point Rd.
Ocoee Crown Point Pkwy.

ocoee florida

MOB Figure No. 11

2045 Planned Bike & Ped Facility Improvements

This map has been produced from the most accurate information available.
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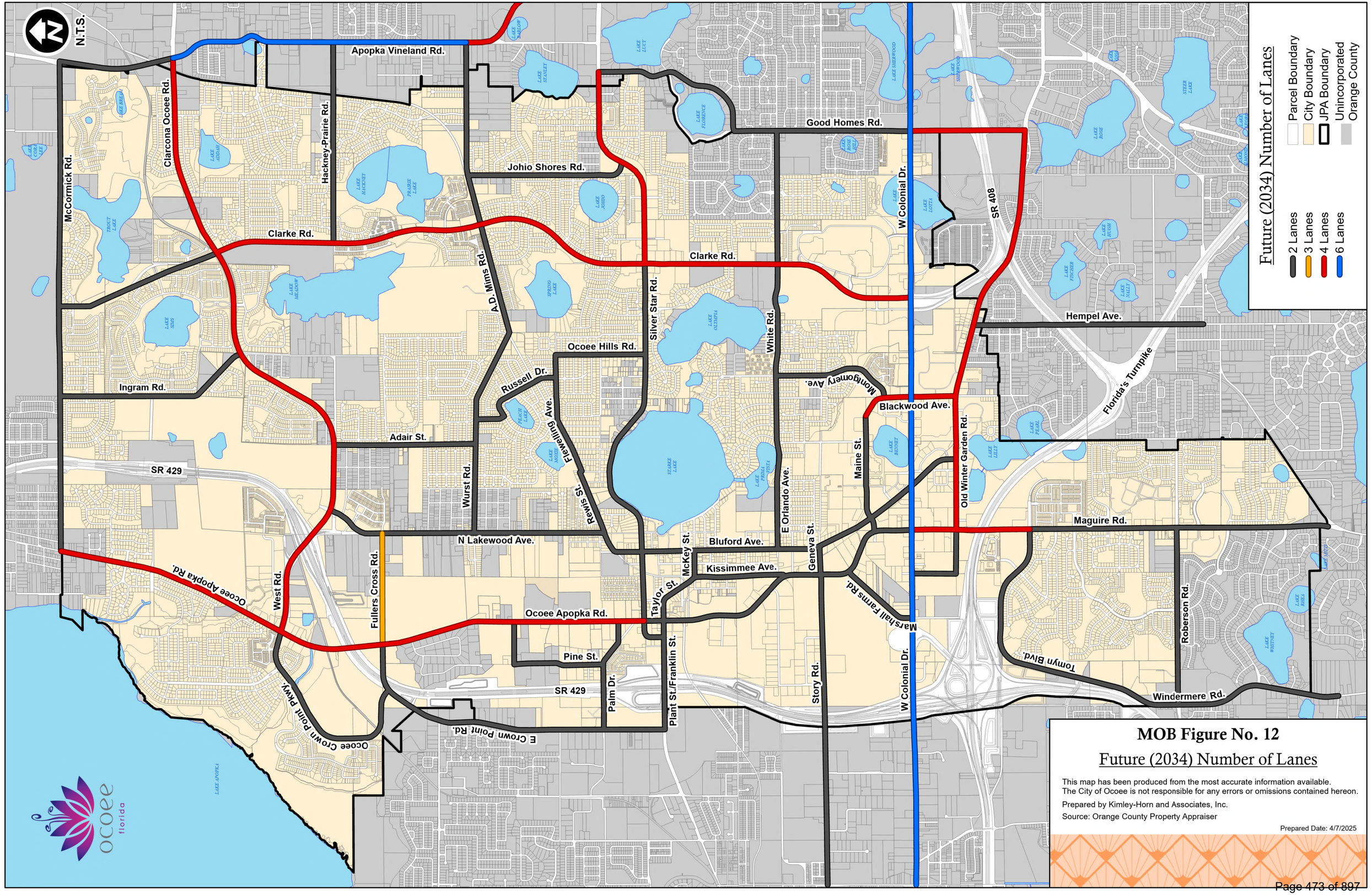
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 6/30/2025



MOB Figure No. 12

Future (2034) Number of Lanes

This map has been produced from the most accurate information available.
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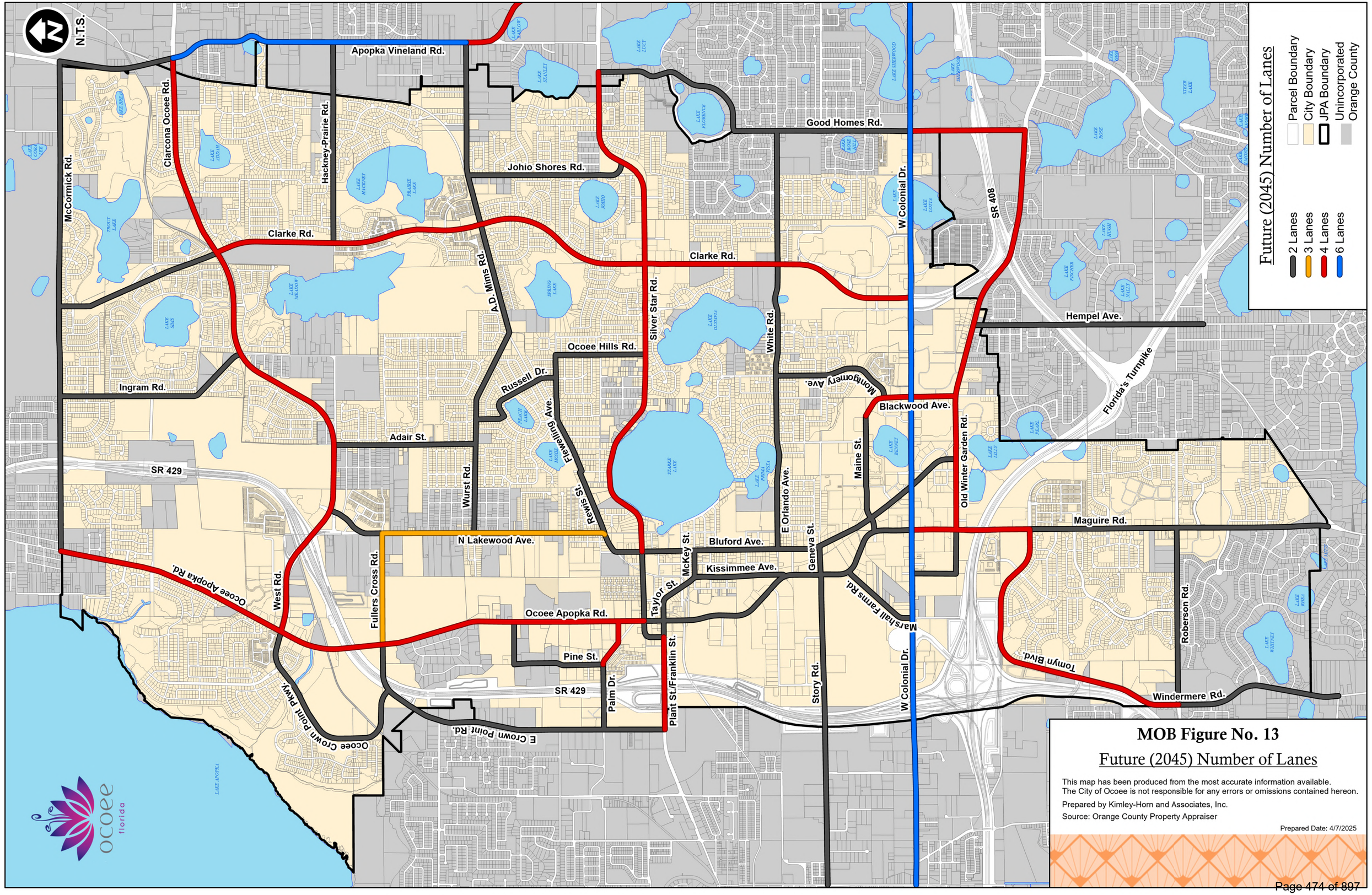
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025



MOB Figure No. 13

Future (2045) Number of Lanes

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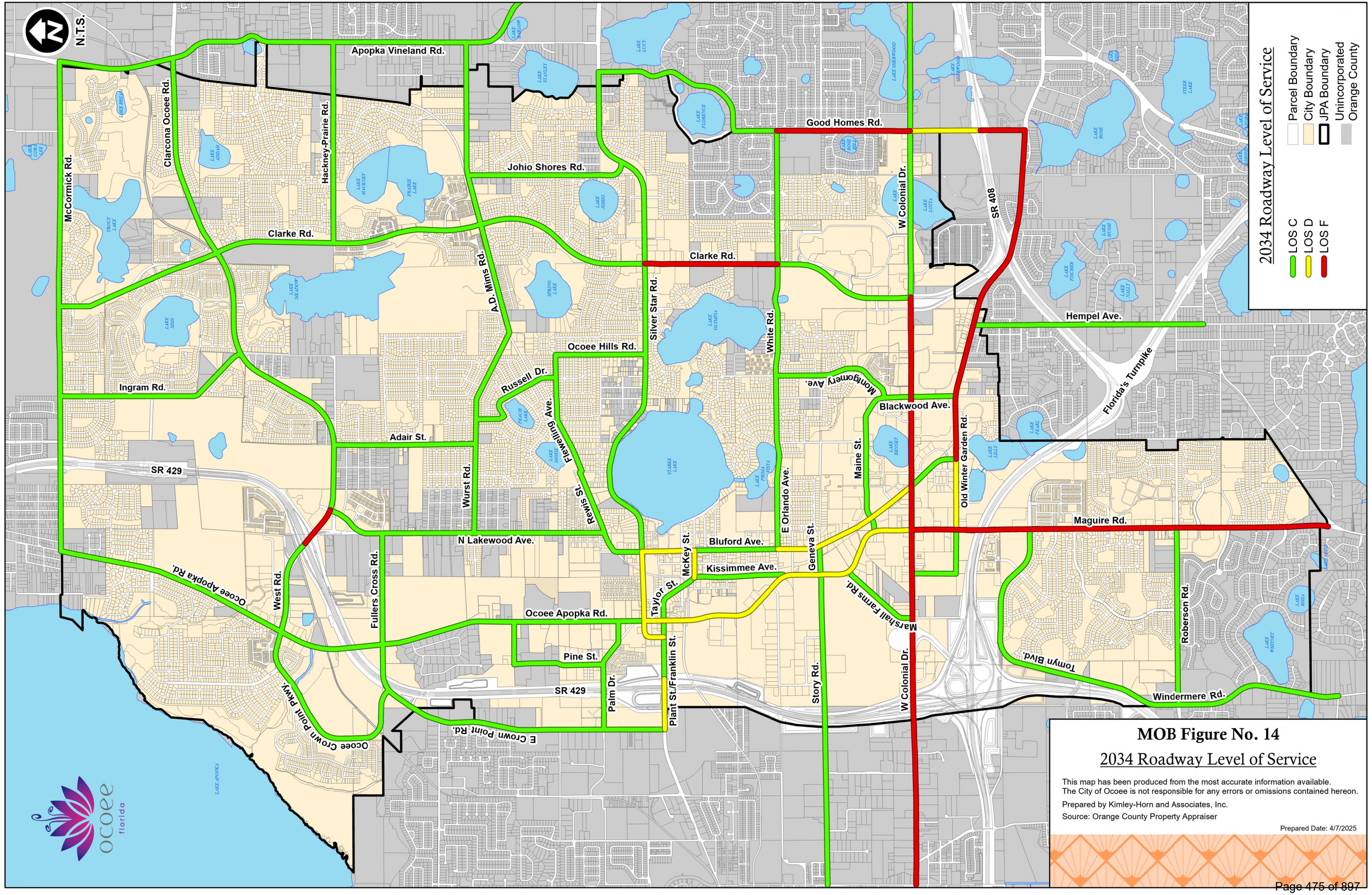
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025



MOB Figure No. 14

2034 Roadway Level of Service

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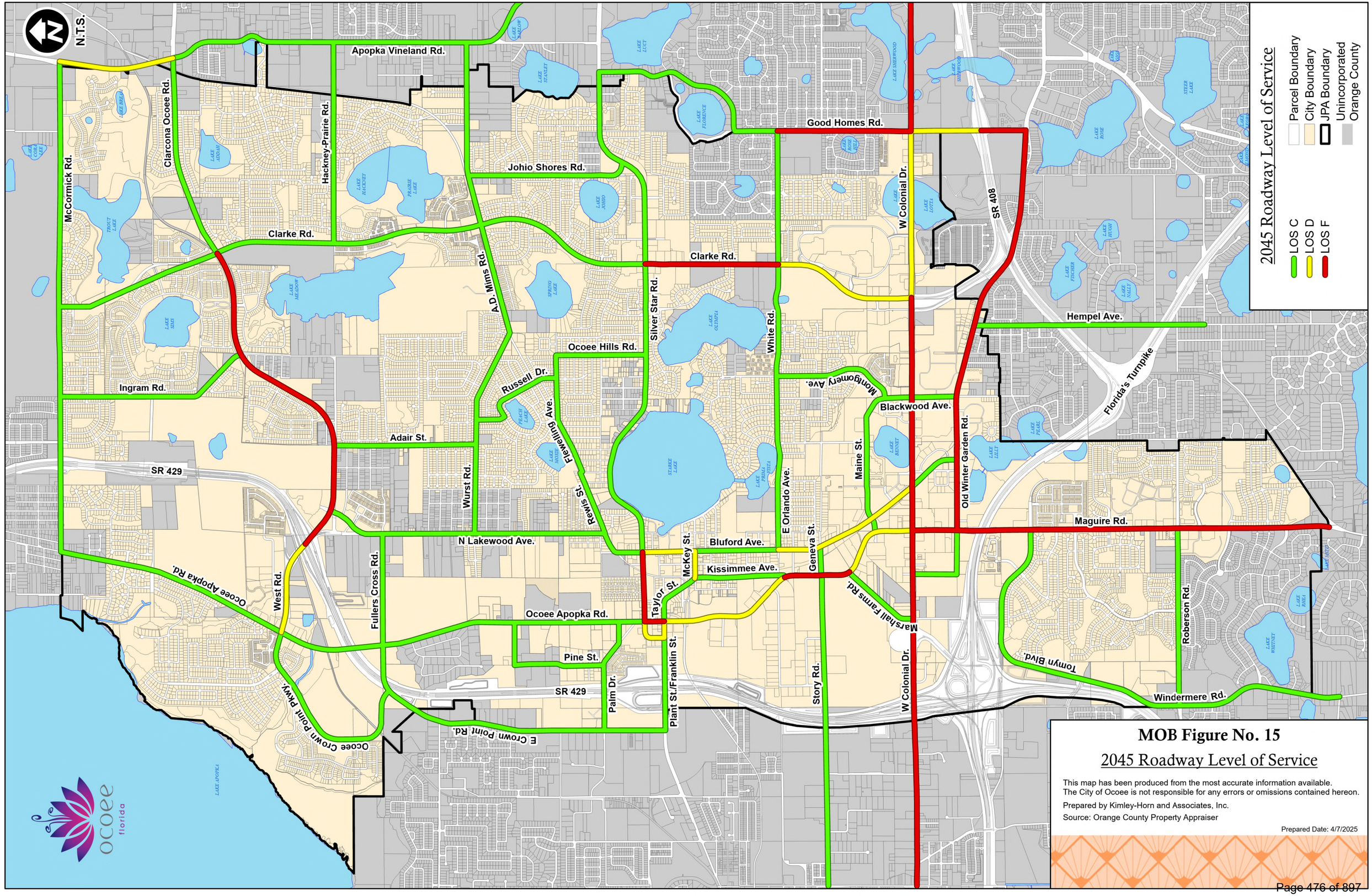
Prepared by Kimley-Horn and Associates, Inc.

Source: Orange County Property Appraiser

Prepared Date: 4/7/2025



MOB Figure No. 15

2045 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





Environment-Friendly, Resilient & Sustainable

Conservation Element

Chapter

5

CONSERVATION ELEMENT

CON GOAL: 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 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 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.

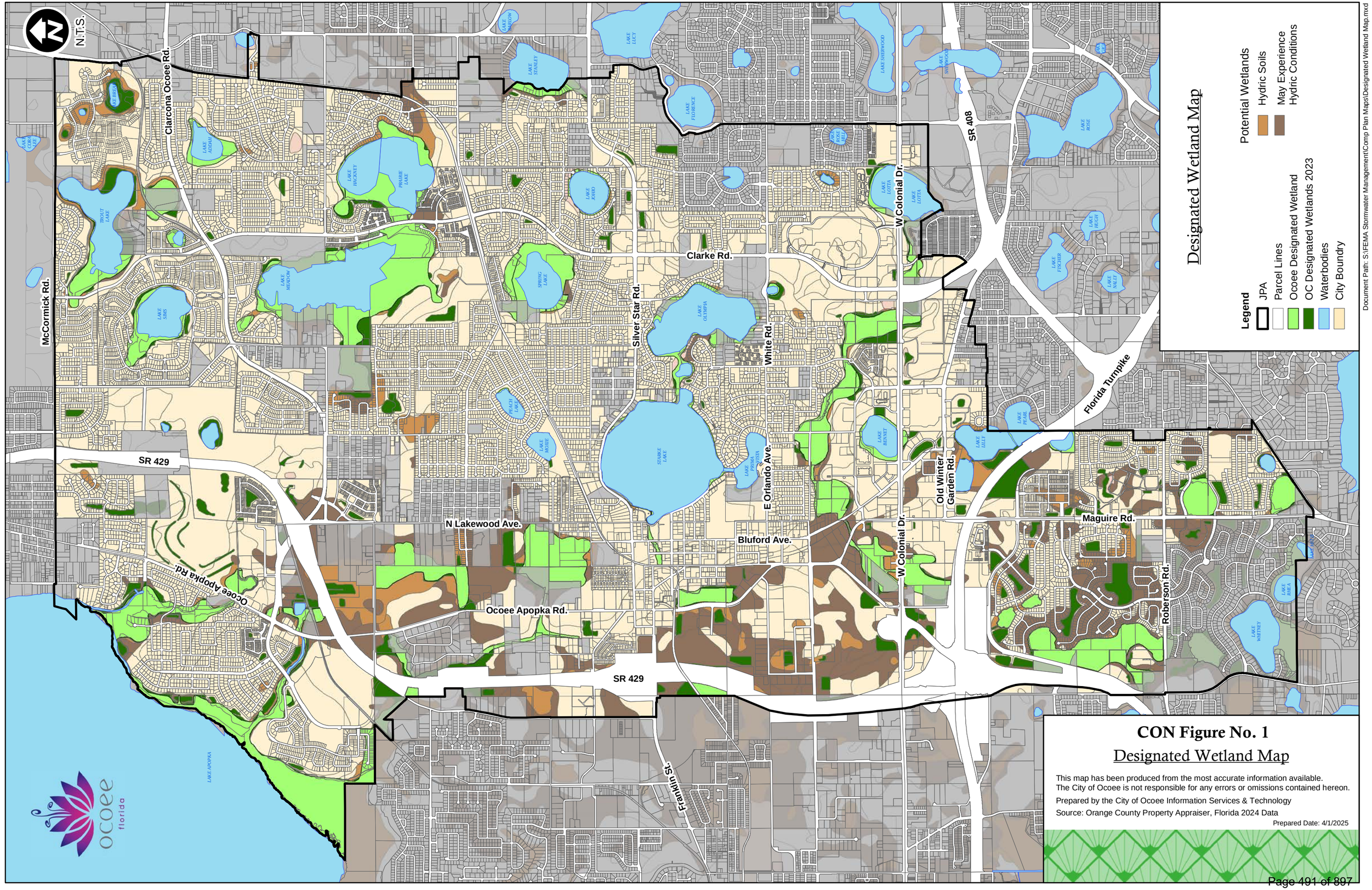
CON Policy 5.3.d: The City shall continue its efforts to improve economic and environmental sustainability and reduce its reliance on gas combustion vehicles.

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.



CON Figure No. 1

Designated Wetland 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

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

Clarke Rd.

Clarke Rd.

Silver Star Rd.

White Rd.

W Colonial Dr.

SR 408

Florida Turnpike

SR 429

N Lakewood Ave.

E Orlando Ave.

Old Winter Garden Rd.

Maguire Rd.

Bluford Ave.

W Colonial Dr.

Roberson Rd.

Ocoee Apopka Rd.

Ocoee Apopka Rd.

SR 429

Franklin St.

LAKE APOPKA

Aquifer Recharge Priority

Florida Forever Conservation needs Assessment: Aquifer Recharge

- Priority 1 (Highest)
- Priority 2
- Priority 3
- Priority 4
- Priority 5
- Priority 6

Legend

- JPA
- Waterbodies
- City Parks
- Unincorporated Orange County

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CON Figure No. 2

Aquifer Recharge Priority

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Prepared Date: 4/1/2025

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

N Lakewood Ave.

Clarke Rd.

Silver Star Rd.

White Rd.

Franklin St.

Bluford Ave.

E Orlando Ave.

W Colonial Dr.

SR 408

Florida Turnpike

Old Winter Garden Rd.

Maguire Rd.

Roberson Rd.

LAKE APOPKA

Soils Base Map

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

Legend

- JPA
- Waterbodies
- Unincorporated Territory

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Soil Type Map.mxd

ocoee florida

CON Figure No. 3

Soils Base Map

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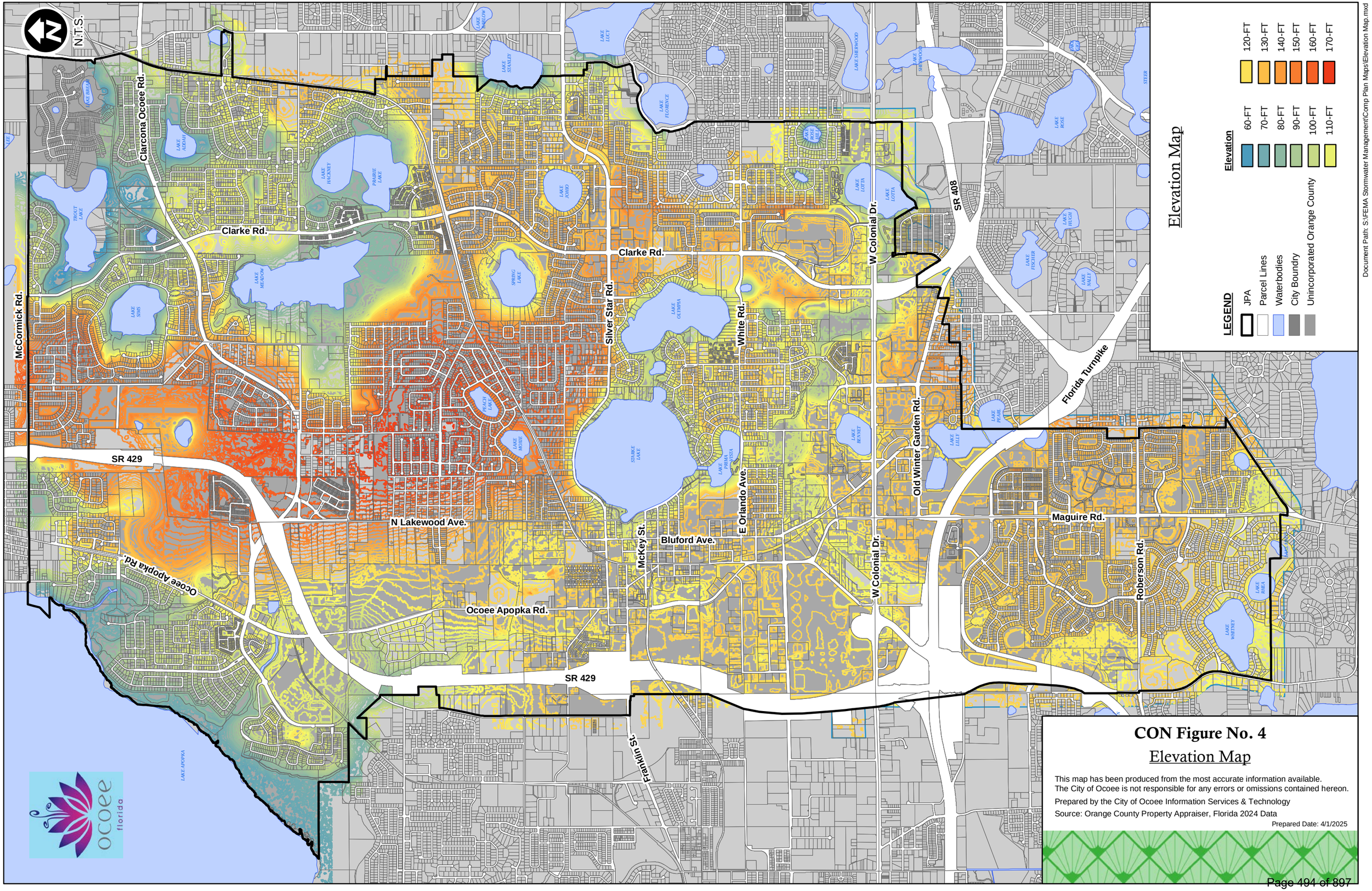
Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025



CON Figure No. 4

Elevation Map

This map has been produced from the most accurate information available.
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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


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 (Florida Inventory of School Houses) 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: THE CITY SHALL 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 agencies providing services but not having regulatory authority over the use of the land, and 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.

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.

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.

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.

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.

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.

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.

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.

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 Figure No. 1)

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.

CAPITAL IMPROVEMENTS ELEMENT

CIE Figure No. 1: City of Ocoee Five-Year Capital Improvements Plan									
#	Improvement Request Title	Funding Source	2024/ 2025	2025/ 2026	2026/ 2027	2027/ 2028	2028/ 2029	Future	Total
Transportation Facilities									
1	Story Road Widening	CRA					$950,000	$18,000,000	$18,950,000
2	Old Winter Garden Road Extension	CRA		$1,390,616	$3,700,000	$3,000,000			$8,090,616
3	Maguire Road Phase 5	CRA			$4,500,000	$4,500,000			$9,000,000
4	Crown Point Road Extension	Public / Private Partnership		$660,000					$660,000
5	Regency PUD Project	CRA		$560,000					$560,000
6	Construction	Road Impact Fees	$375,000	$50,000	$3,750,000				$4,175,000
7	Crown Point Road Project	Road Impact Fees	$2,040,043						$2,040,043
Transportation Facilities Total:									**$43,475,659**
Utility Facilities									
1	Additional Funding ARPA Project	Water / Wastewater Capital Fund	$1,845,000						$1,845,000
2	Sewer / Reclaim Line Upsize Associated with Development	Water / Wastewater Capital Fund	$125,000						$125,000
3	Additional Funding ARPA Project Lakewood / Rewis / Flewelling	Water / Wastewater Capital Fund	$630,000						$630,000
4	Additional Funding Lauren Beth Water Extension	Water / Wastewater Capital Fund	$550,000						$550,000
5	Annual Major Water Line Extensions Program	Water / Wastewater Capital Fund	$250,000						$250,000
6	Water Line Upsize Associated with Development	Water / Wastewater Capital Fund	$125,000						$125,000
7	ARPA Additional Funding – Reclaimjed Storage Tank & Pump Facility	Wastewater Capital Fund	$2,178,884						$2,178,884
Utility Facilities Total:									**$5,703,884**
Stormwater Facilities									
1	General Stormwater Improvements	Fund Balance	$320,000	$320,000					$640,000
Stormwater Facilities Total:									**$640,000**

CAPITAL IMPROVEMENTS ELEMENT

Parks & Recreation Facilities									
1	Pickle Ball Court	Recreation Impact Fees			$500,000				$500,000
2	Freedom Park Playground	Recreation Impact Fees		$150,000					$150,000
3	Prairie Lake Playground	Recreation Impact Fees	$150,000						$150,000
4	Jim Beech Center Playground	Recreation Impact Fees	$100,000						$100,000
5	Waterside Park	Recreation Impact Fees	$192,000	$650,000	$300,000				$1,142,000
Parks & Recreation Facilities Total:									**$2,042,000**
Grand Total:									**$51,861,543**

CIE Figure No. 1

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

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
CRA	Community Redevelopment Agency
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

ACRONYMS

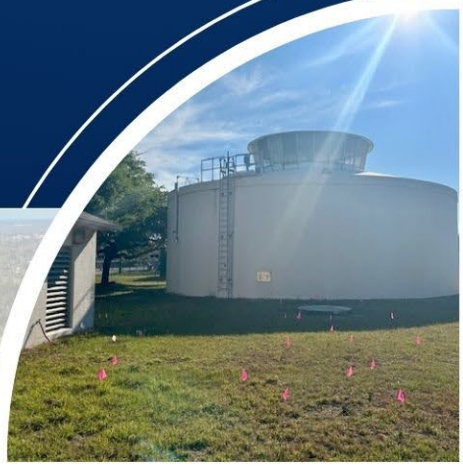
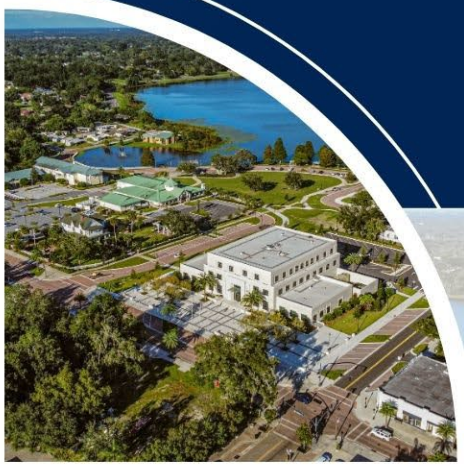
LID	Low Impact Development
LOS	Level of Service
LTS	Level of Traffic Stress
MSL	Mean Sea Level
MS4	Multiple Storm Sewer System
NHWE	Normal High Water Elevation
NPDES	National Pollution Discharge and Elimination System
NRPA	National Recreation and Parks Association
NRCS	National Resource Conservation 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 22, 2025



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ocoee
florida

DRAFT WATER SUPPLY PLAN

City of Ocoee Draft 10-Year Water Supply Facilities Work Plan 2025-2034

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DRAFT

DRAFT WATER SUPPLY PLAN

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, and it is intended to address the 2020 Central Florida Water Initiative (CFWI) Regional Water Supply Plan (RWSP) and the 2025 RWSP update.

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 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 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 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 information provided in this Work Plan has been prepared in accordance with the above referenced statutory requirements, the 2020 CFWI RWSP, and population and demand projections presented in the 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 along the western 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 the following water and reclaimed water agreements:

- Orange County/City of Ocoee Water Service Territorial Agreement
- Orange County/City of Ocoee Wastewater Territorial Agreement
- Orange County/City of Ocoee Reclaimed Water Territorial Agreement
- Ocoee/Orange County Reclaimed Water Agreement
- Ocoee/CONSERV II wholesale agreement
- Inter-local agreement with the City of Winter Garden
- Forest Lake Golf Course Lease

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 property was purchased using Ocoee utilities funds as a reclaimed water disposal site. The property remains tied to the Ocoee WWTP FDEP wastewater permit for reclaimed water disposal, and currently contains two rapid infiltration basins (RIBs). It has also been identified in the Reclaimed Water Master Plan as the future site for a reclaimed water tank, reclaimed watermain north loop, and RIB expansion. 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 may 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 2024 the CRA updated the Ocoee CRA plan. The plan is complete and is pending Orange County approval.

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

Consumptive Use Permit (CUP)

The City maintains one (1) CUP from SJRWMD, CUP 3216, and at the time of its most recent renewal, 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 RWSP and the 2025 draft CFWI RWSP projections.

The City has several projects related to reclaimed water expansion underway that may further reduce projected potable water demands that exceed the currently CUP allocation, 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 comply with any requirements for CUP issuance with an increase in groundwater allocation are being evaluated with the CUP renewal and reclaimed water master plan updates which are currently underway.

Table 1: Projected Potable Water Demands

Year	2020 CFWI RWSP		2025 Draft RWSP		2025 – 2034 10 Year WSFWP	
	Population	Demand (MGD)	Population	Demand (MGD)	Population	Demand (MGD)
2025	44,120	4.99	40,141	4.62	40,141	4.10
2029	46,738	5.29	42,727	4.92	42,727	4.92
2034	47,671	5.38	47,508	5.46	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, an increase in groundwater allocation as permitted by SJRWMD.

Potable Water Treatment Plants and Supply Wells

Potable Water Overview

The City owns and operates two (2) water treatment plants (WTPs): 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. This well is included in the CUP and is primarily development driven; however its need for climate resiliency related to extreme storm events may result in this well being constructed sooner. This well's need is evaluated annually, and for planning purposes, construction is planned in the 6 to 10 year horizon. The Forest Oaks WTP well information is presented in **Table 2**.

Table 2: Forest Oaks Water Treatment Plant Well Summary

Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed
Forest Oaks #1	11961	7	610	1,140	800	1984	Existing
Forest Oaks #2	11962	16	147	318	2000	1984	Existing
Forest Oaks #3	11965	24	1,192	1,450	3,000	1995	Existing
Forest Oaks #4	104699	24	800	1,450	3,500	- -	Proposed

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; however, its need for climate resiliency related to extreme storm events may result in this well being constructed sooner. This well's 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 Water Plant Well Summary							
Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed
South #1	11963	24	800	1,450	1,500	1991	Existing
South #2	11964	24	800	1,450	800	1996	Existing
South #3	11966	24	811	1,452	2,500	2007	Existing (Capped)

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, and
- Water loss control program.

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 are 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 the 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 existing wastewater treatment process to include advanced 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 WWTF FDEP wastewater permit. The AWT planning schedule to achieve required nitrogen reduction in wastewater treated at the Ocoee WWTF is provide din **Table 4**.

Table 4: Ocoee WWTF AWP Anticipated Schedule	
Milestone	Anticipated Completion
Site Investigations	Phase 1 FY 2024/25
Site Investigations	Phase 2 FY 2025/26
Conceptual Design/Process Selection	FY 2026/27
Preliminary Engineering	FY 2028/29
Final Design and Permitting	FY 2029/30 through FY 2030/31
Bidding	FY2031/32
Construction	FY 2032/33 through FY2034/35

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 5** 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 5: Annual Reclaimed Water Flows (in Million Gallons)						
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 6**.

Table 6: 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. Potable water and reclaimed water transmission and storage projects are listed in **Table 7**.

Table 7: Potable Water and Reclaimed Water Projects

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	-	$800,000	FY 2032
Forest Oaks WTP Floridan Aquifer Well Construction	-	$5,000,000	FY 2033
South WTP Well – Connect to WTP		$750,000	FY 2031
WWTP Projects			
WWTP Electrical Upgrade and New Building Design and Owner's Rep Consultant	$378,213.03		Design completed
WWTP Electrical Upgrade and New Building Construction (ARPA + Utility Fund)	$5,500,000	-	Under Construction, FY 2026 completion
3rd Rotor Each Ditch (ARPA)	$400,000	-	Under Construction, FY 2025 Completion
4th Rotor Each Ditch and Electrical Infrastructure	$800,000	-	FY 2028

Table 7: Potable Water and Reclaimed Water Projects			
Description	0 to 5 Years	6 to 10 years	Status
WWTP Transfer Pump Station Upgrade (ARPA)	$364,795	-	Completed
WWTP Reuse High Service Pumps (ARPA)	$227,665	-	Completed
Nitrogen Removal Design	$15,000	TBD based on scope	FY 2024 to FY 2030
Nitrogen Removal Construction	-	TBD based on selected nutrient removal	FY 2032/33 through FY2034/35
Reclaimed Water Projects			
16" Reclaimed Water Transmission Main Design OCU Interconnect	$292,994	-	Design Completed
16" Reclaimed Water Transmission Main Construction OCU Interconnect (ARPA + Utility Fund + Springs Grant)	$2,424,795	-	Under Construction, FY 2025 completion
1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station Design and Owner's Rep Consultant (ARPA + Utility Fund)	$896,569	-	Design Completed
1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station with Potable Backup*	$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 Backup Supply LFA Well Design and Permitting	$250,000	-	$50,000 Budgeted in FY 25, Remainder in FY 26 Budget
North Service Area Backup Supply LFA Well and Pump Station Construction	$5,000,000		FY 28
North Service Area Repump Station and Storage Tank Feasibility Study	$50,000	$50,000	FY 26
North Service Area Repump Station and Storage Tank Design**	$500,000		FY 2028, TBD
North Service Area Repump Station and Storage Tank Construction**	$6,100,000		FY 2029, TBD

* Estimated

** Project under consideration and will only move forward if determined necessary based on reclaimed water master plan update and available funding

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.

3.0 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). CFWI projects are listed in **Table 8**.

Table 8: CFWI Projects			
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 WWTF	Phase 1: 1.5 million gallon storage tank and pump station at the Ocoee WWTF property and reclaimed water transmission main from the OCU connection point to the new tank (Transfer 1 MGD from OCU to Central Reclaim Service Area).	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 and allow for supply from additional alternative sources.	2029
New Project	A.D. Mims Road/North Johio Shores Road Reclaim Main	A.D. Mims Road/North Johio Shores Road Transmission Extension. Design FY 2028	FY 2030
New Project	South Lake Johio Road Reclaim Main	South Lake Johio Road Transmission Extension. Design FY 2028	FY 2030

4.0 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 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.

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.

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.

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.

Concurrency

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).

Level of Service

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 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 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 3.4: 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.

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.

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 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 2.4: 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 3.3: The City shall comply with St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) No. 3216.

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.

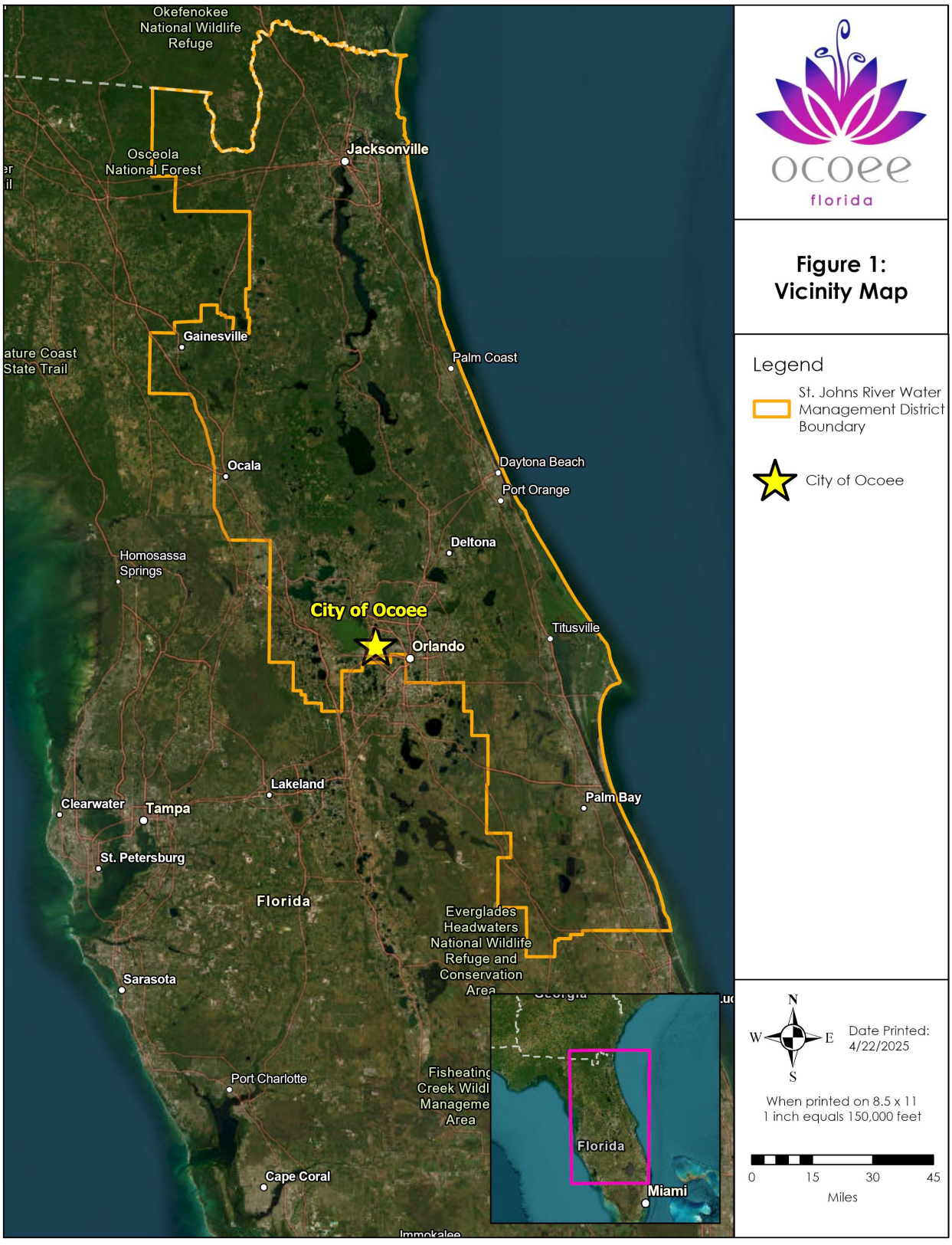
UTL Policy 4.3: The City shall adhere to SJRWMD emergency water shortage restrictions when mandated.

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
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Port Orange
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City of Ocoee
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Titusville
Lakeland
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Tampa
Palm Bay
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Florida
Everglades Headwaters National Wildlife Refuge and Conservation Area
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Figure 1:
Vicinity Map
Legend
St. Johns River Water Management District Boundary
City of Ocoee
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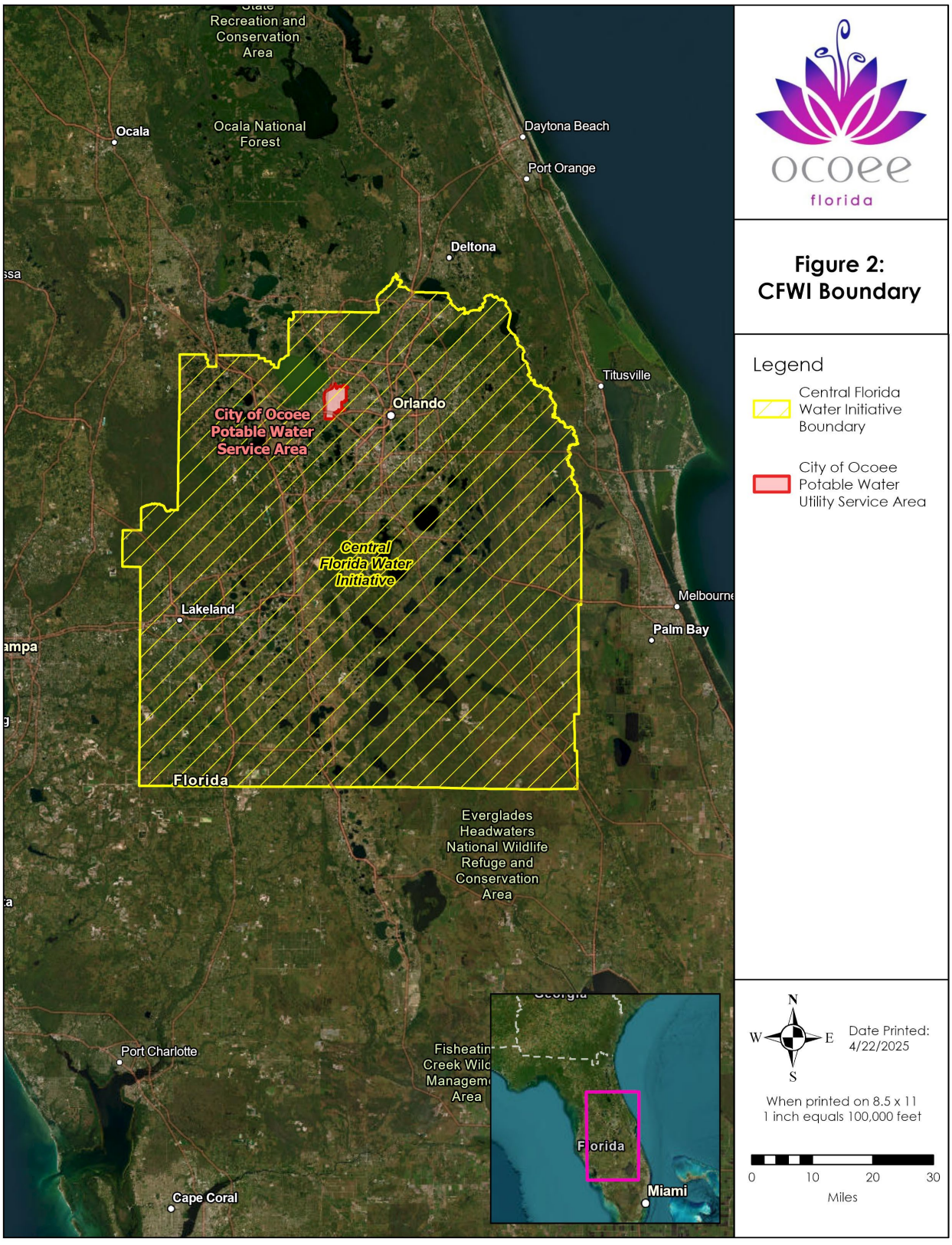
Recreation and Conservation Area
Ocala
Ocala National Forest
Daytona Beach
Port Orange
Deltona
Titusville
Orlando
City of Ocoee Potable Water Service Area
Central Florida Water Initiative
Lakeland
Melbourne
Palm Bay
Florida
Everglades Headwaters National Wildlife Refuge and Conservation Area
Port Charlotte
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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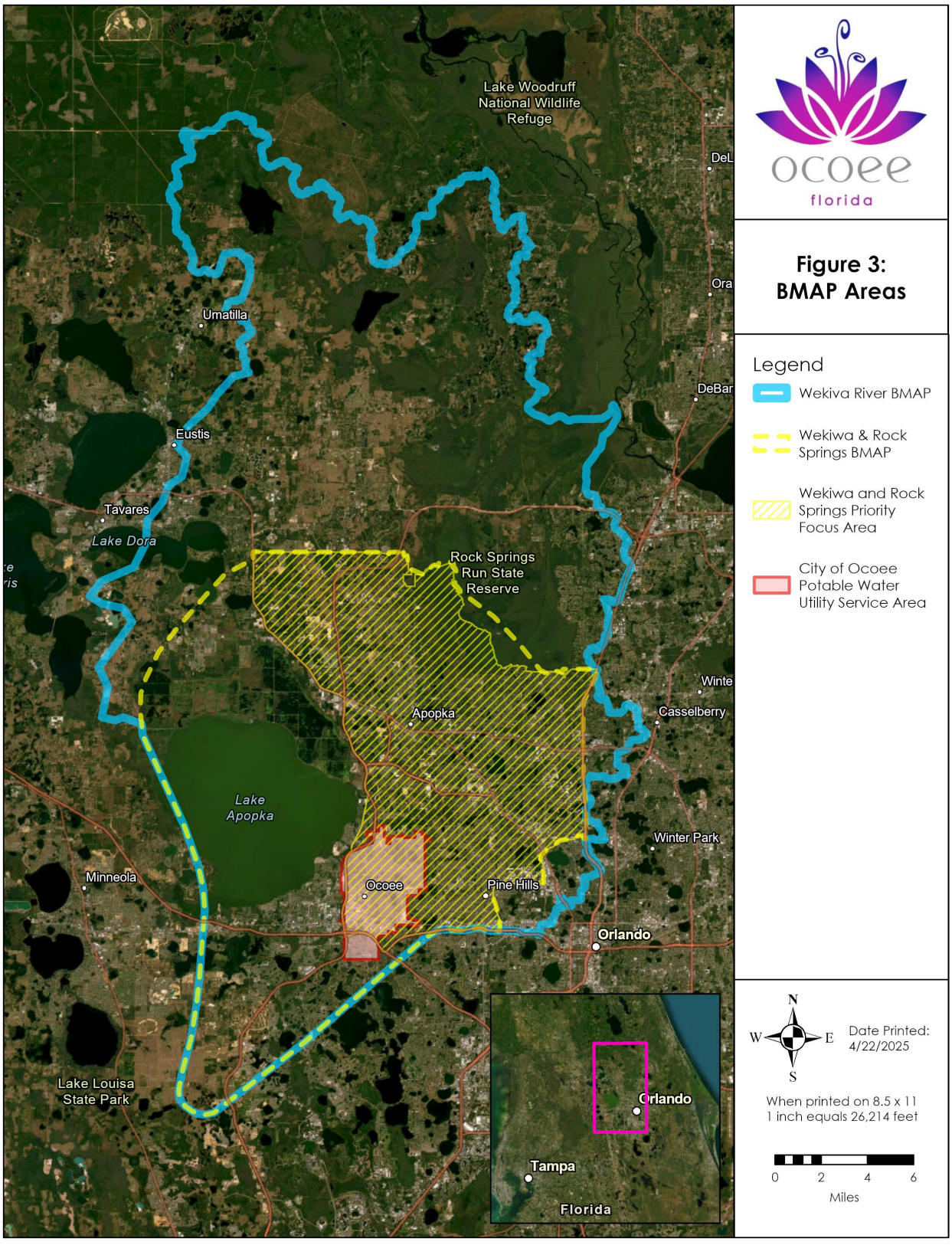
Lake Woodruff National Wildlife Refuge
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Eustis
Tavares
Lake Dora
Rock Springs Run State Reserve
Winte
Apopka
Casselberry
Lake Apopka
Winter Park
Minneola
Ocoee
Pine Hills
Orlando
Lake Louisa State Park
Orlando
Tampa
Florida
ocoee
florida
Figure 3:
BMAP Areas
Legend
Wekiva River BMAP
Wekiwa & Rock Springs BMAP
Wekiwa and Rock Springs Priority Focus Area
City of Ocoee Potable Water Utility Service Area
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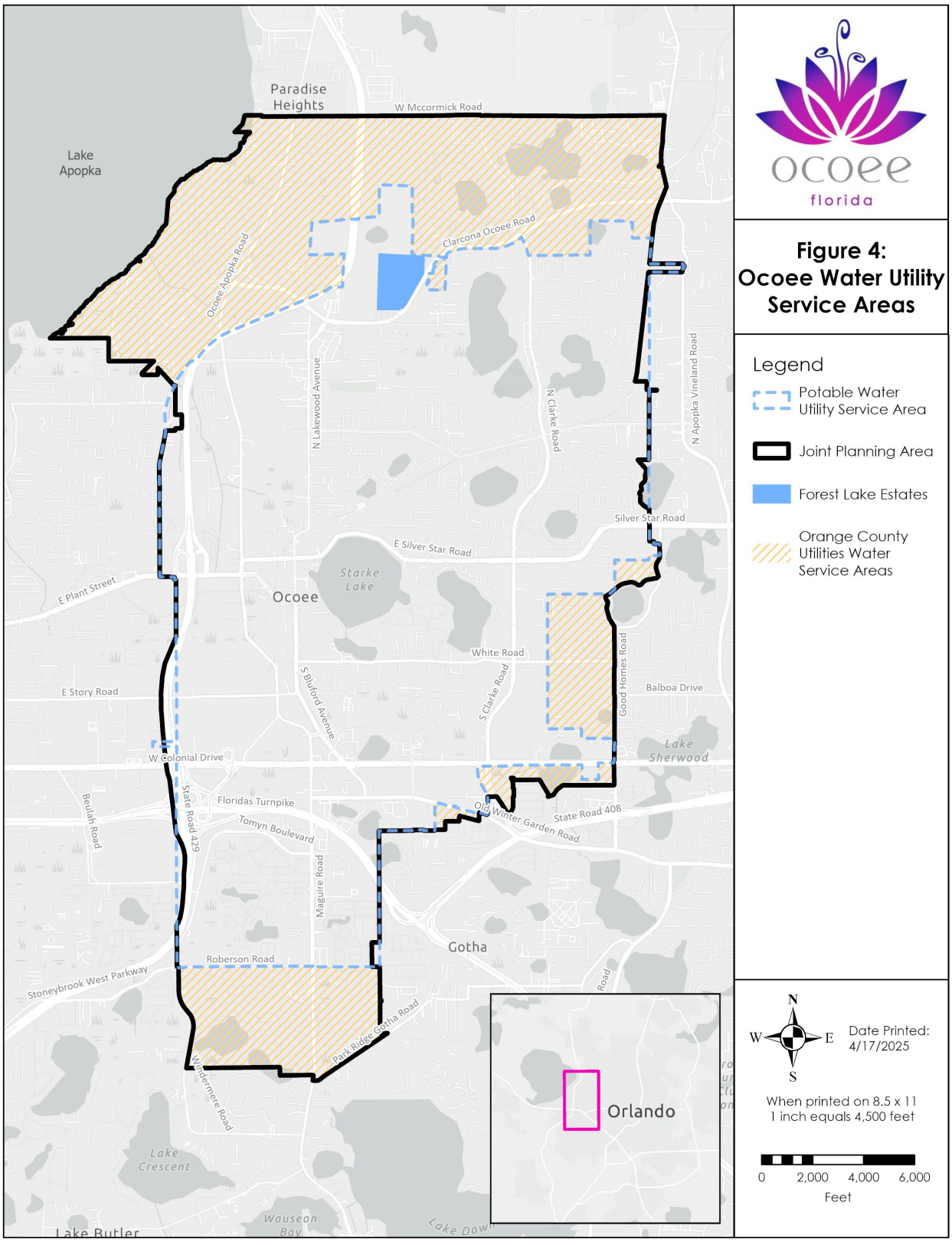
Paradise Heights
W Mccormick Road
Lake Apopka
Clarcona Ocoee Road
Ocoee Apopka Road
N Lakewood Avenue
N Clarke Road
N Appopka Vineland Road
Silver Star Road
E Silver Star Road
Starke Lake
Ocoee
E Plant Street
White Road
E Story Road
S Bluford Avenue
S Clarke Road
Good Homes Road
Balboa Drive
Lake Sherwood
W Colonial Drive
Floridas Turnpike
State Road 429
Beulah Road
Tomyn Boulevard
Old Winter Garden Road
State Road 408
Maguire Road
Gotha
Roberson Road
Stoneybrook West Parkway
Park Ridge Gotha Road
Windermere Road
Lake Crescent
Wauseon Bay
Lake Butler
Orlando
ocoee
florida
Figure 4:
Ocoee Water Utility Service Areas
Legend
Potable Water Utility Service Area
Joint Planning Area
Forest Lake Estates
Orange County Utilities Water Service Areas
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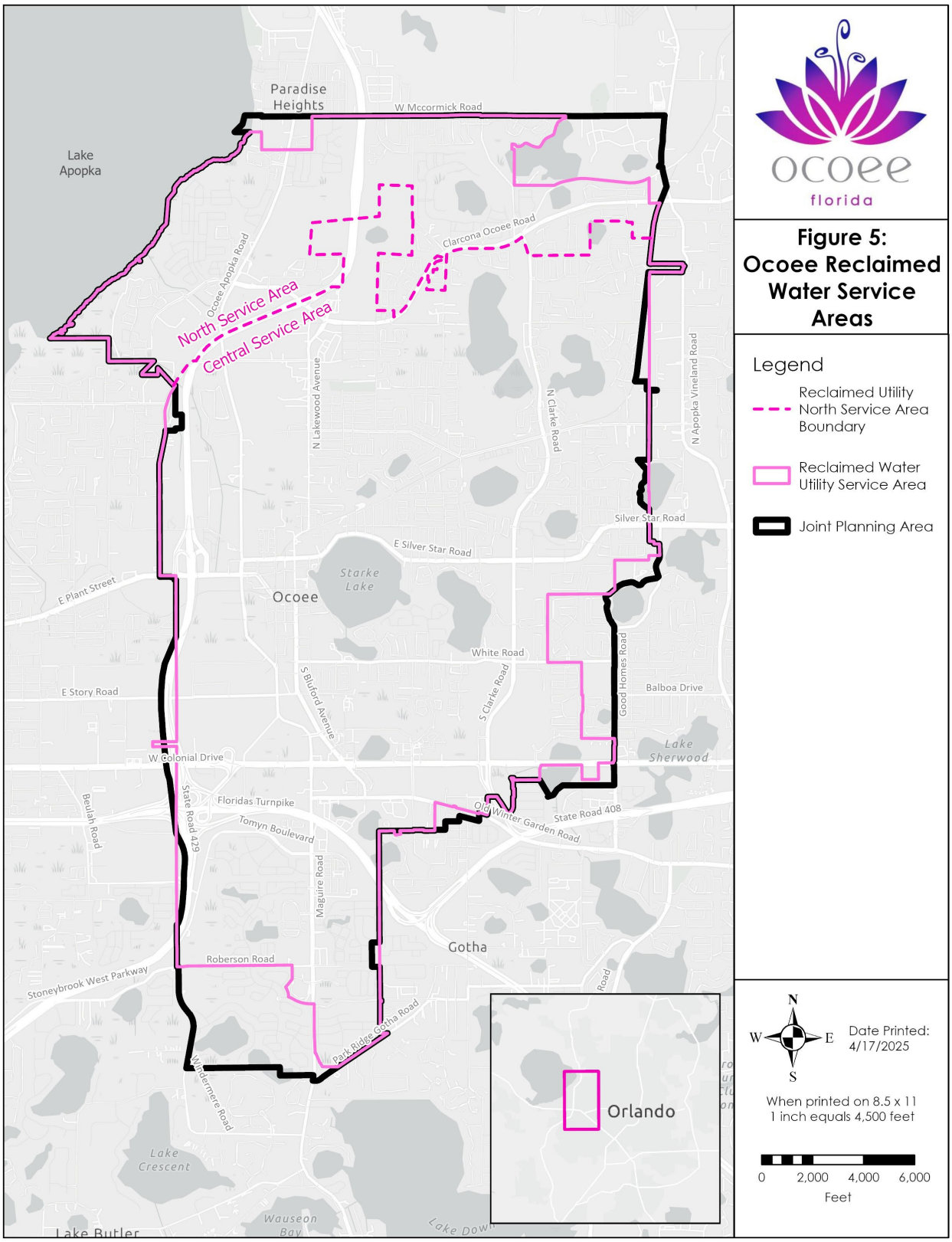
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Ocoee Apopka Road
Clarcona Ocoee Road
North Service Area
Central Service Area
N Lakewood Avenue
N Clarke Road
N Apopka Vineland Road
Silver Star Road
E Silver Star Road
Starke Lake
Ocoee
E Plant Street
White Road
E Story Road
S Bluford Avenue
S Clarke Road
Good Homes Road
Balboa Drive
Lake Sherwood
W Colonial Drive
Floridas Turnpike
State Road 429
Beulah Road
Tomyn Boulevard
Old Winter Garden Road
State Road 408
Maguire Road
Gotha
Roberson Road
Stoneybrook West Parkway
Park Ridge Gotha Road
Windermere Road
Orlando
Lake Crescent
Wauseon Bay
Lake Butler
ocoee
florida
Figure 5:
Ocoee Reclaimed Water Service Areas
Legend
Reclaimed Utility North Service Area Boundary
Reclaimed Water Utility Service 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

July 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, PE, Public Works Director*** Milen Womack, PE, City Engineer Hseth Burch, Staff Engineer/Floodplains Administrator **Utilities Department** ***Jen Bolling, PE, Utilities Director*** Jesse Conklin, Engineering Technician Kelsey Katro, GISP, GIS Analyst **Information Technology Department** ***John Haas, IT Director*** Luis Martinez, GISP, 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 the overall well-being of the City.

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.

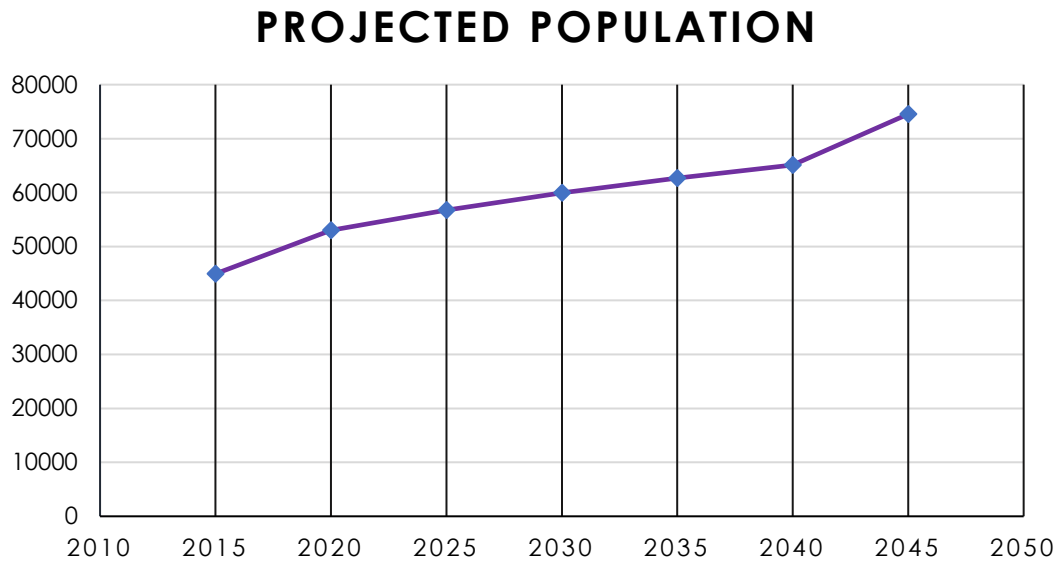
FLU Table 6: EDR Orange County/Ocoee Population Projections

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.

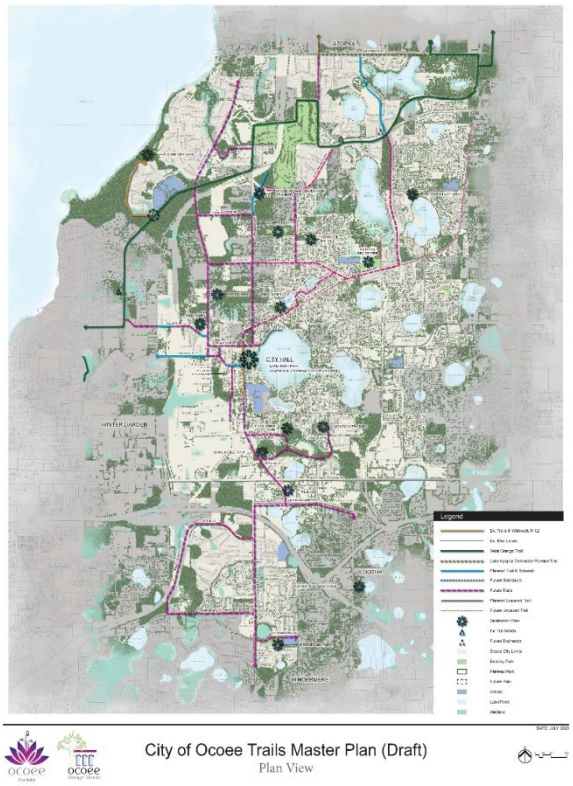
During the development of Envision 2045, the City's multi-disciplinary Comprehensive Planning Team worked together to arrive at the 2045 population projection and to evaluate the City's ability to provide adequate municipal services in the 10-year and 20-year planning horizons.

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.

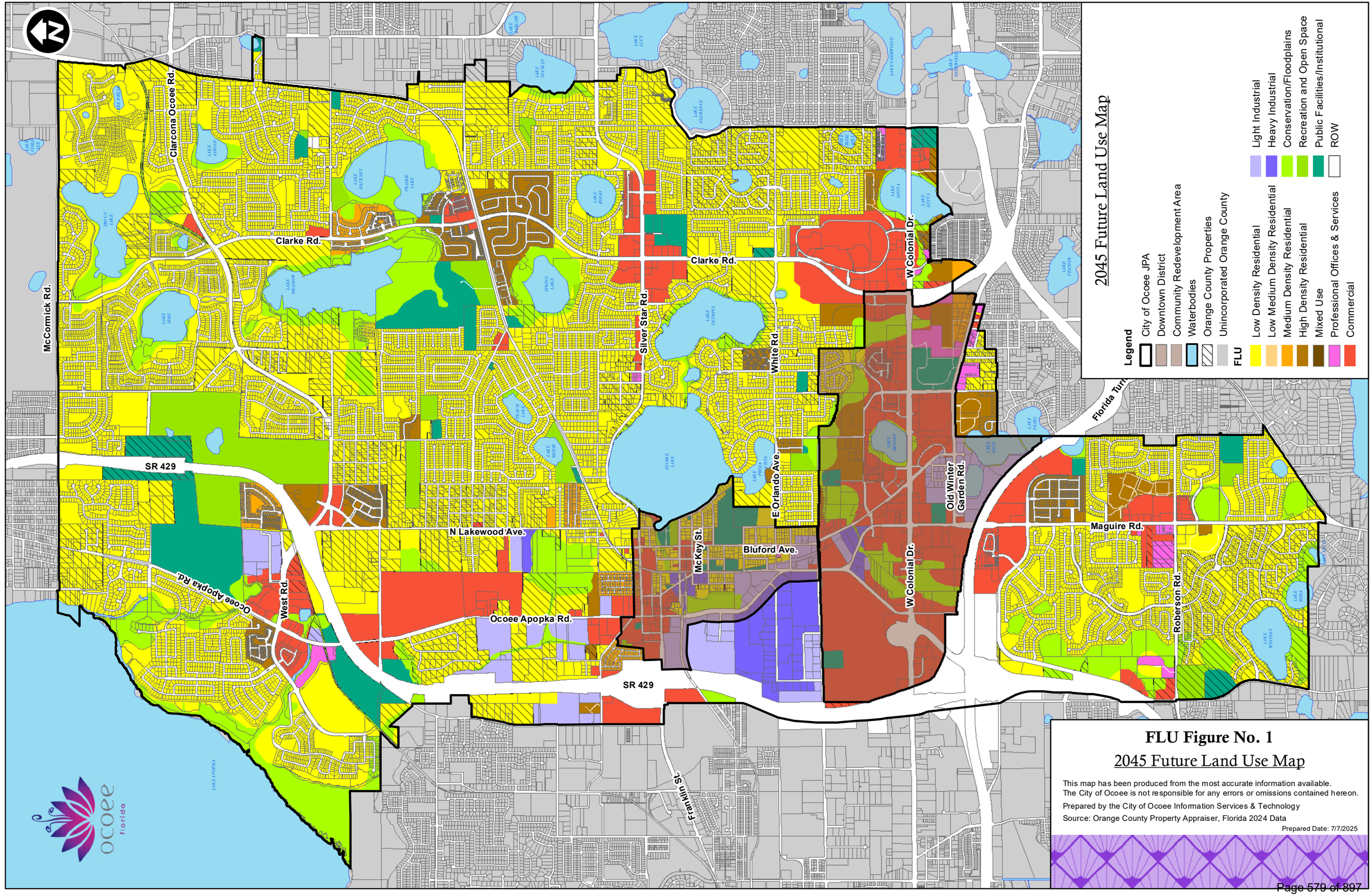


FUTURE LAND USE ELEMENT

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.







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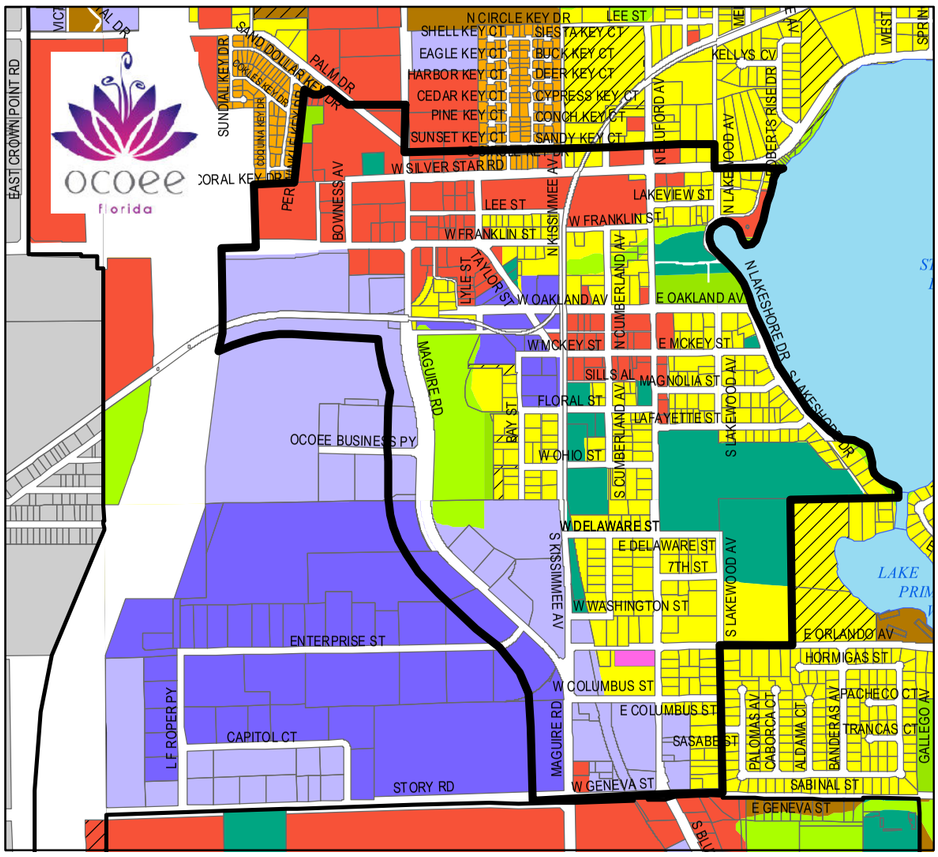
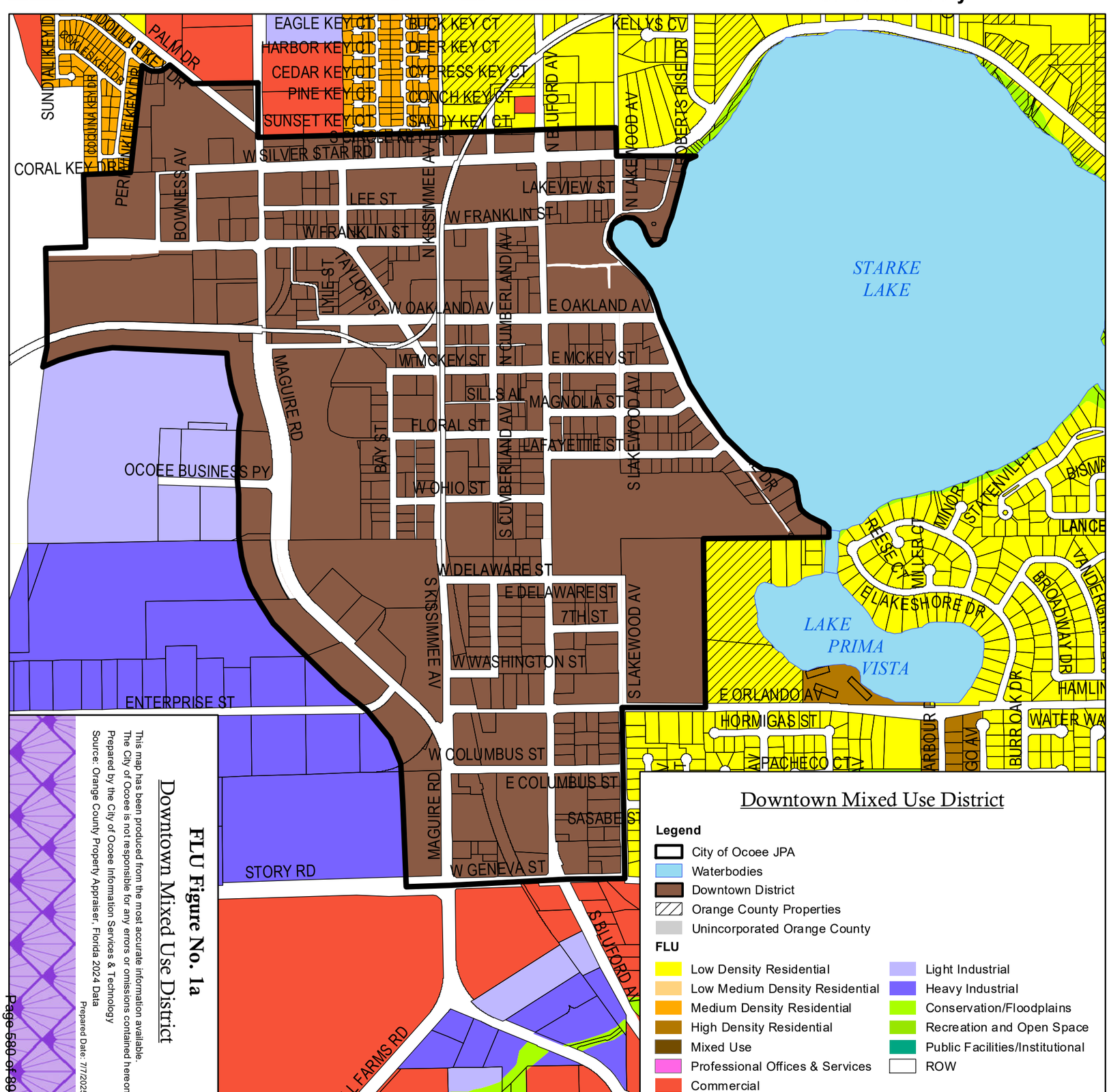


Existing FLU with Proposed Downtown District Boundary

Proposed Downtown Mixed Use District Boundary



Downtown Mixed Use District

Legend

- City of Ocoee JPA
- Waterbodies
- Downtown District
- 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

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.

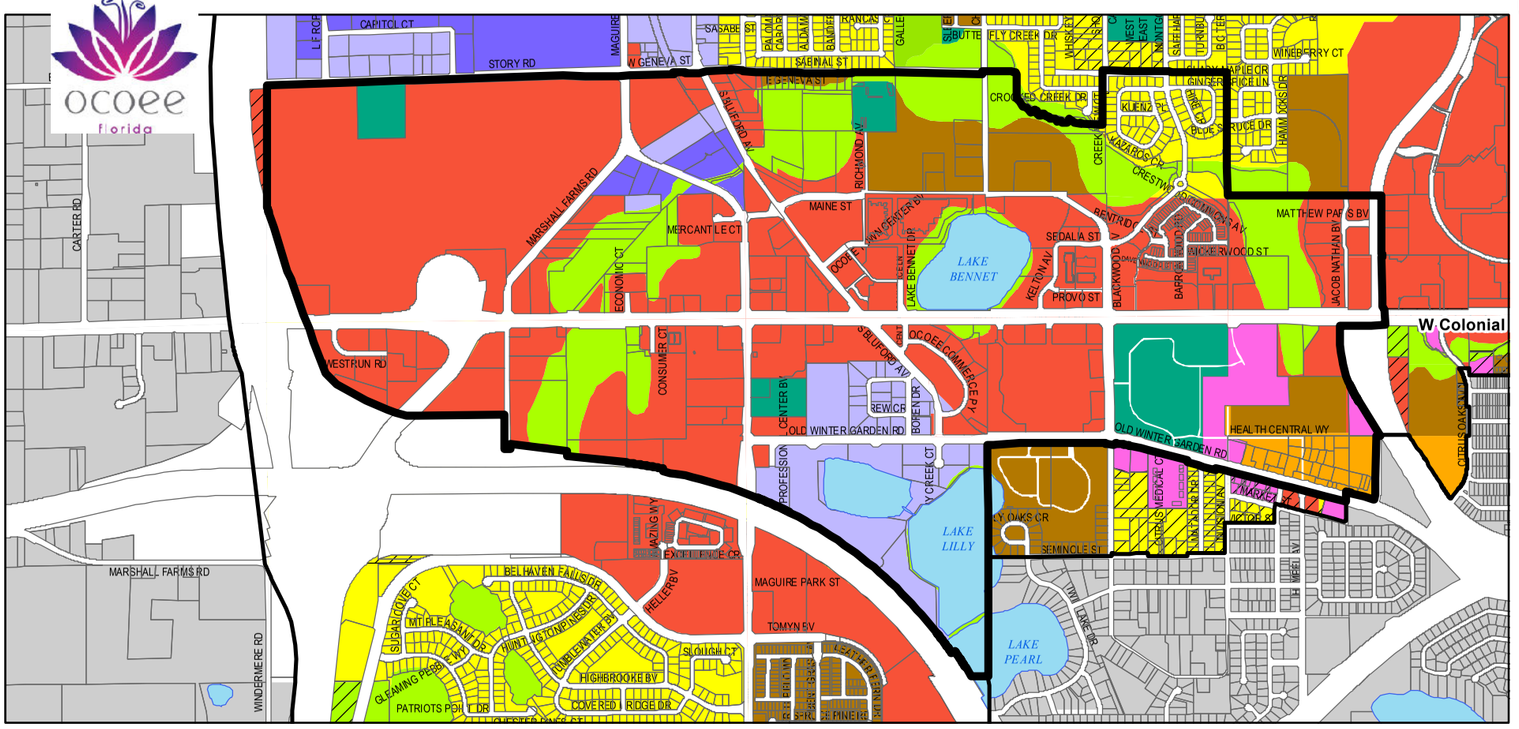
Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

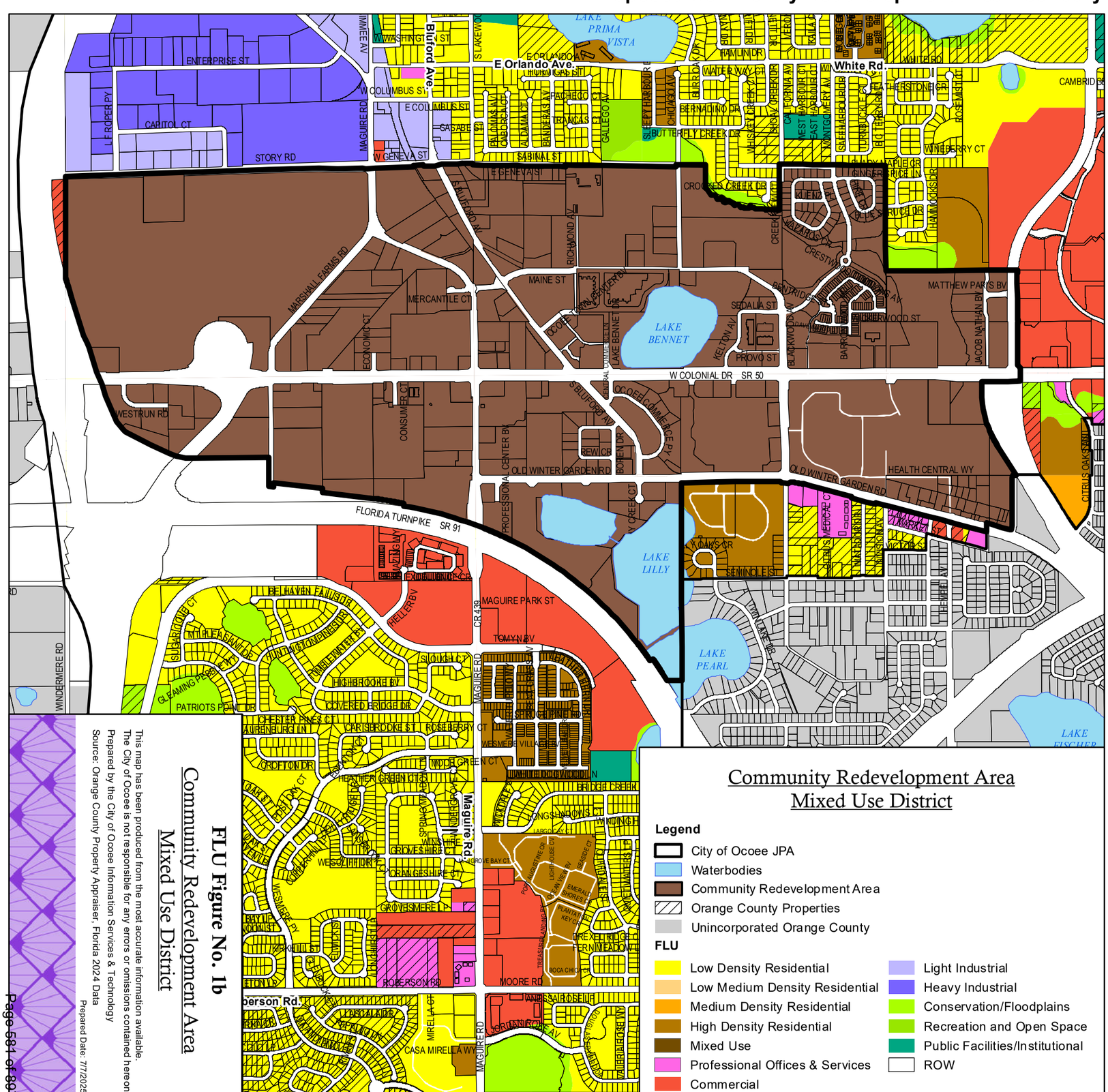
Prepared Date: 7/7/2025

Document Path: M:\ProjData\LMAnoch 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: 7/7/2025

Community Redevelopment Area
Mixed Use District

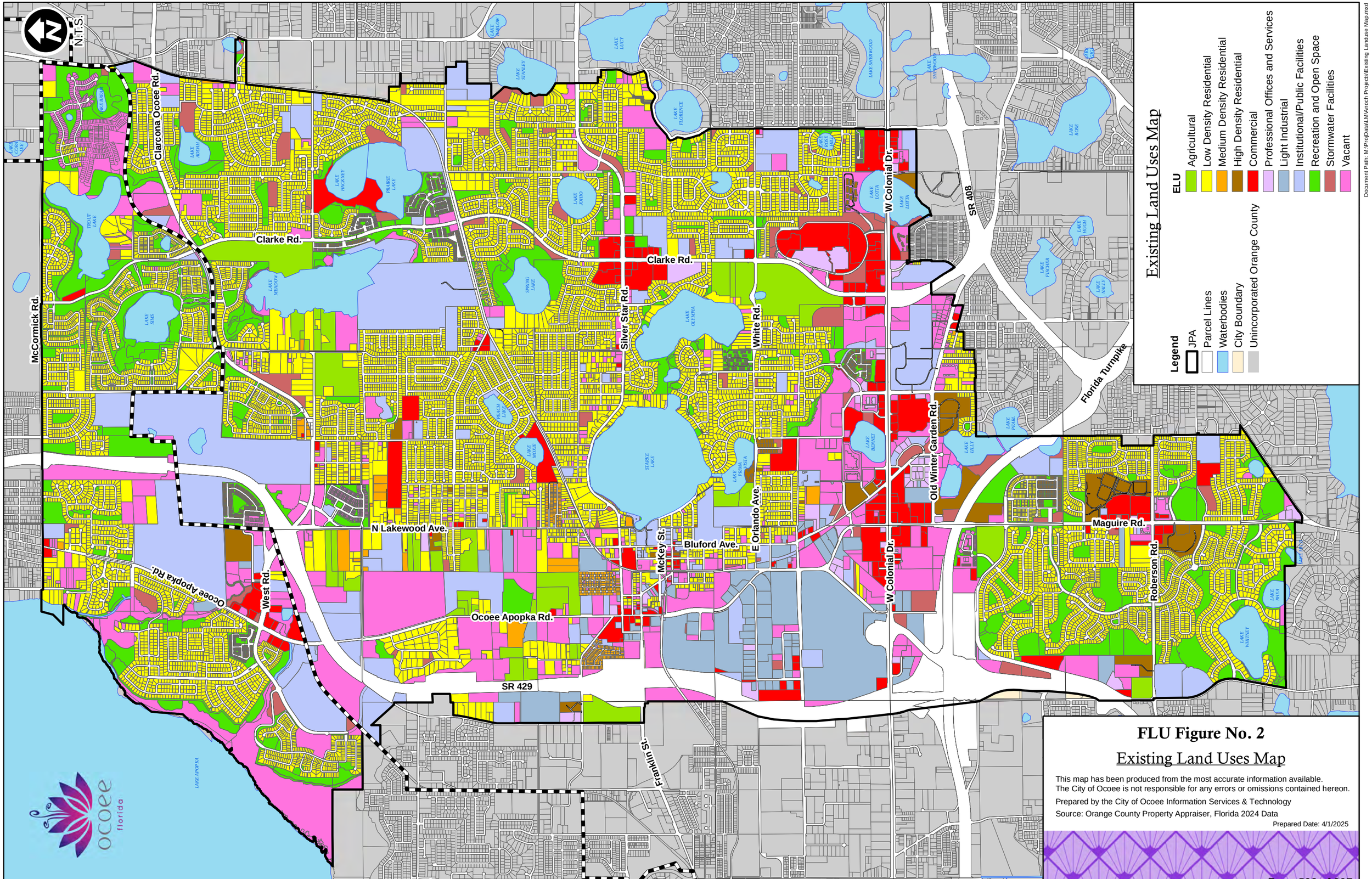
Legend

- City of Ocoee JPA
- Waterbodies
- Community Redevelopment Area
- 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

Document Path: M:\ProjData\LMAnoch Projects\Proposed Mix Use CRA.mxd



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

Document Path: M:\Proj\Data\LM\Anoch Projects\Existing Landuse Map.mxd

N.T.S.

2045 Future Land Use Residential & Vacant Lands

Legend

	Acres	
JPA		
CRA_Area		
DownTown_District_Bndy	2872.96	89.88%
Waterbodies	100.33	3.14%
Parcel Lines	223.07	6.98%
Vacant Residential	1303.64	
LDR		
MDR		
HDR		
City Boundary		
Unincorporated Orange County		

Document Path: M:\Proj\Data\LM\Anoch Projects\Future Landuse Res Map.mxd

FLU Figure No. 3

2045 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: 6/26/2025

N.T.S.

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:\Proj\Data\LM\Anoch Projects\Future Landuse Comm 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

N.T.S.

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 Depot
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

Document Path: M:\Proj\Data\LM\Anch Projects\Ocoee Historical Sites.mxd

McCormick Rd.
Silver Star Rd
Oakland Ave
Bluford Ave.
McKey St.
Clarke Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
Florida Turnpike
Old Winter Garden Rd.
E Orlando Ave.
Maguire Rd.
Roberson Rd.
N Lakewood Ave.
Ocoee Apopka Rd.
West Rd.
SR 429
Franklin St.
LAKE APOPKA
STARKE LAKE

FLU Figure No. 5

Historically Significant Properties & Resources

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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: 4/1/2025

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.

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		

Document Path: M:\Proj\Data\LM\Anoch Projects\Residential Housing in the City.mxd

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

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.

Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
Garden Rd.
Old Winter Garden Rd.
SR 429
N Lakewood Ave.
McKey St.
Bluford Ave.
E Orlando Ave.
Maguire Rd.
Roberson Rd.
West Rd.
Ocoee Apopka Rd.
Franklin St.

LAKE APOPKA

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

N.T.S.

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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Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
SR 429
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
Old Winter Garden Rd.
E Orlando Ave.
N Lakewood Ave.
McKey St.
Bluford Ave.
Maguire Rd.
Roberson Rd.
Ocoee Apopka Rd.
West Rd.
Franklin St.
LAKE APOPKA

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

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. 4

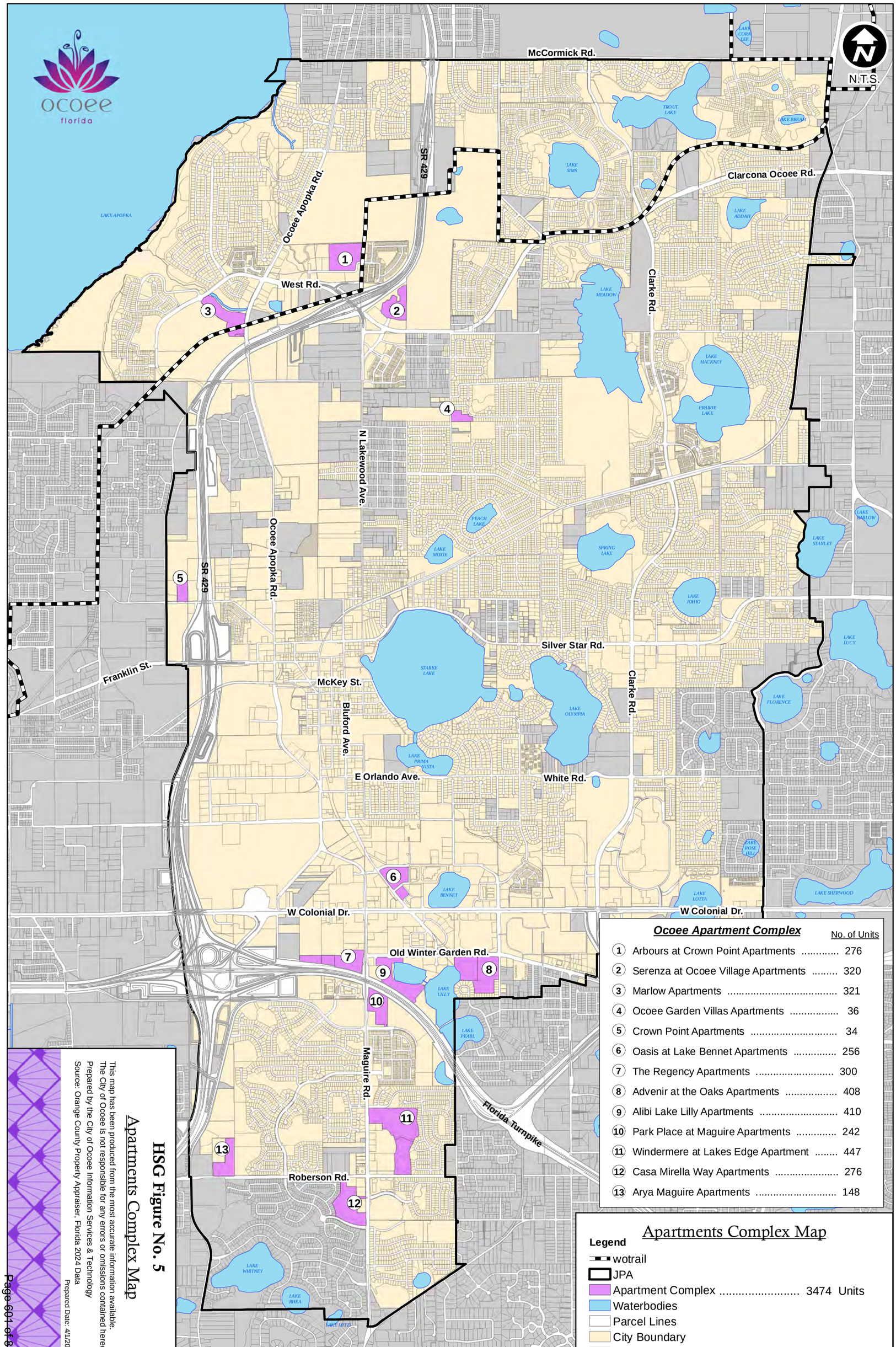
Group Home Map

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



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

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

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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

OCOEE ACTION SPORTS PARK

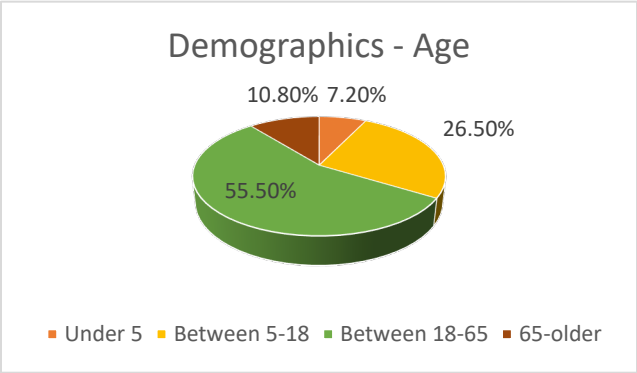
constructed the Action Sports Park at Vandergrift Central Park. The City's youth and young adults have been requesting such a facility for some time.

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.

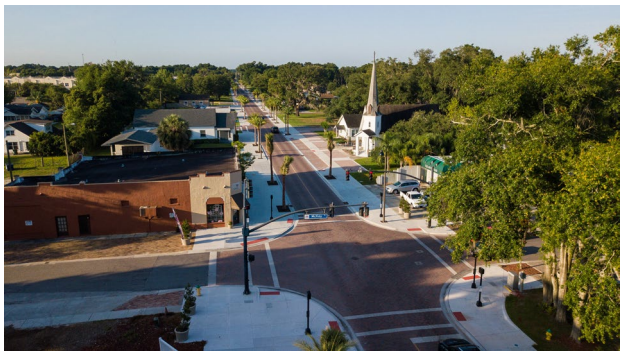
- REC Figure No. 2 - Civic Open Spaces & Neighborhood Parks
- REC Figure 3 – Community Parks & Special Facilities
- REC Figure 4 – Composite Map of City Parks

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.



S. Bluford Multipurpose Path

In addition, the City, through an interlocal agreement with the Central Florida 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.

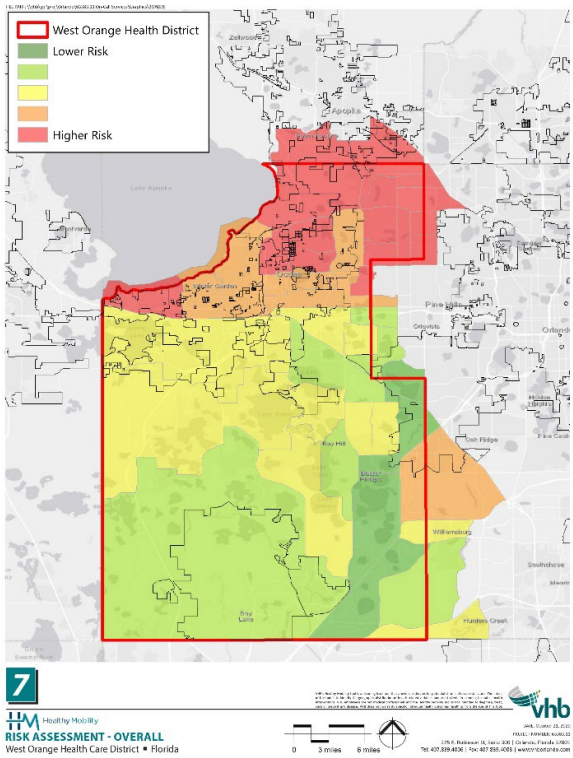
REC Table 4: Recreation Facilities - Population and Median Demand per Facility (City Population 2020 - 47,295; 2045 - 74,541)						
Type of Facility	Exist. # of City Facilities	Exist. # of Residents per Facility Based on Pop. of 47,295	# of Residents Per Facility Pop. Range of 20,000 to 49,999	Additional 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

2045 Existing & Future City Parks

Legend

- West Orange Trail
- City of Ocoee JPA
- Waterbodies
- Undeveloped Parks
- Developed Parks
- City Boundary
- Unincorporated Orange County

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	

REC Figure No. 1

2045 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: 6/26/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Future City Parkland.mxd

N.T.S.

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

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		

Clarcona Ocoee Rd.
Clarke Rd.
McCormick Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
SR 429
N Lakewood Ave.
Bluford Ave.
McKey St.
E Orlando Ave.
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.
W Colonial Dr.
West Rd.
Ocoee Apopka Rd.
Franklin St.

REC Figure No. 2

Civic Open Space / Neighborhood Parks

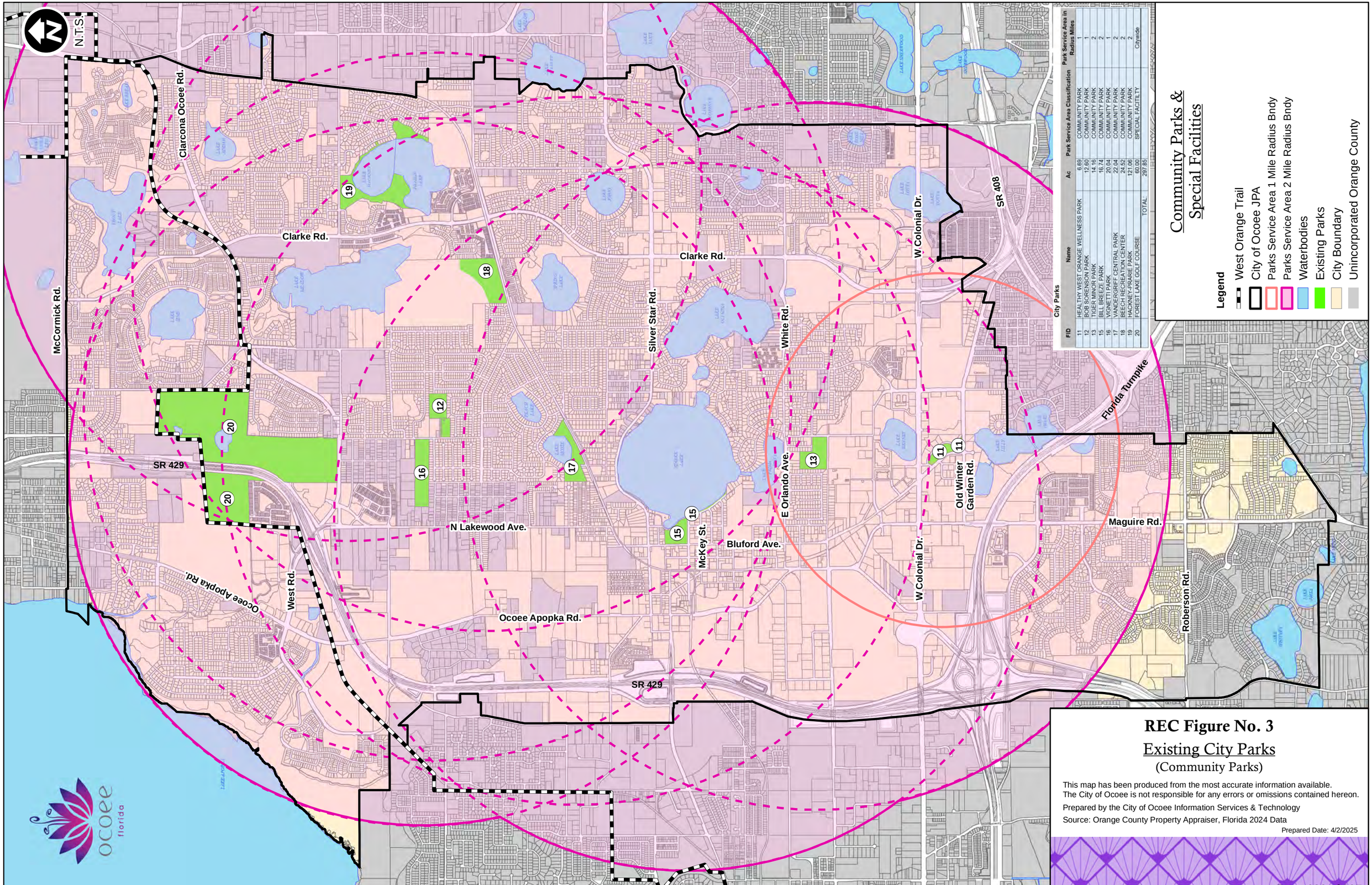
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.

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



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		

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

N.T.S.

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

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	VICNETTI 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-PRAIRIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACILITY	Citywide
	TOTAL:	371.62		

City Parks

REC Figure No. 4

Existing City Parks Service Areas

This map has been produced from the most accurate information available.
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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\Park Map 2mil - 2.mxd

2045 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

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	CLARKE ROAD PARK	2.16	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-PRAIRIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACILITY	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

2045 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: 6/26/2025

Document Path: M:\GIS Admin\Mxds\Recreation\Future Park Map 10 Minute Walk.mxd

Future Land Use with City Parks

(10 Minute Walk)

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

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

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 REGISTER PARK	12.60	COMMUNITY PARK	2
13	ROGER MINOR PARK	14.15	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-PRAIRIE PARK	121.06	COMMUNITY PARK	2
20	FOREST LAKE GOLF COURSE	60.00	SPECIAL FACILITY	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. 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

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

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

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

Document Path: M:\GIS Admin\Mxds\Recreation\Trails Master Plan Map.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

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

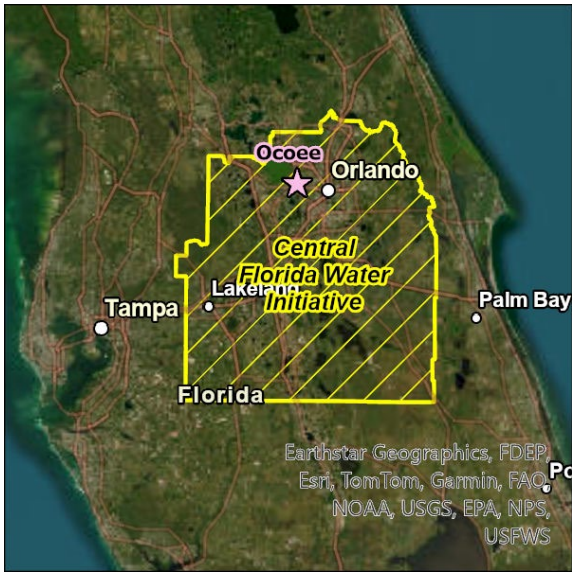
1. Source: SJRWMD CUP

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	29,427	1.99	34%
2025		29,948	2.05	32%
2030		33,019	2.09	30%
2035		37,929	2.34	22%
2040		39,585	2.45	18%
2045		42,714	2.65	12%

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.

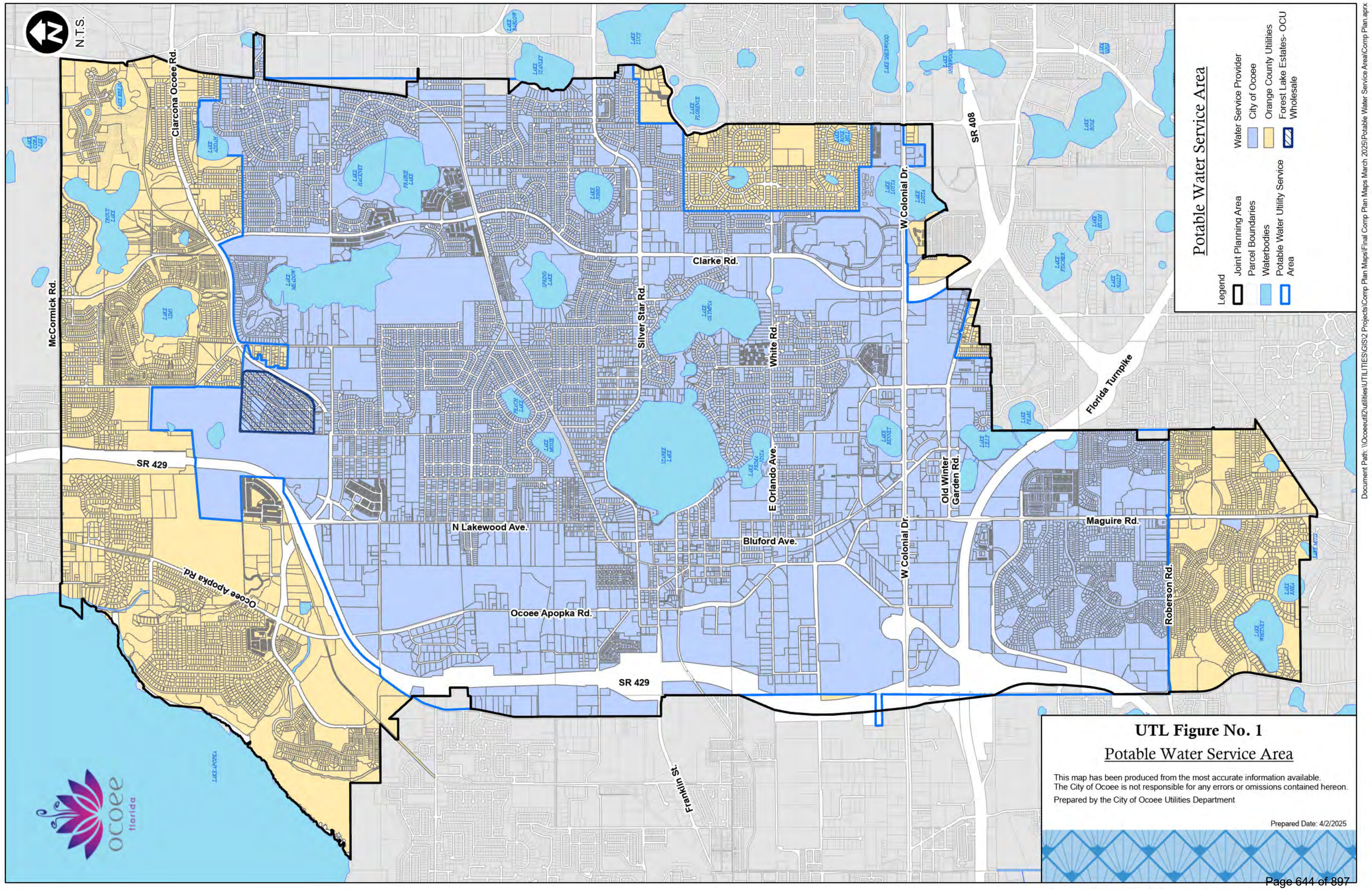
UTL Table 4: Annual Reclaimed Water Flows by Service Area						
Year	RIBs (MGD)	Golf Course[1] (MGD)	Ocoee Reclaimed Water[2] (MGD)	CONSERV II Wholesale[3] (MGD)	Orange County: Central Service Area[4] (MGD)	Orange County: North Service Area[5] (MGD)
2022	0.21	0.01	1.41	0.43	0.04	2.15
2023	0.16	0.03	1.58	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.


N.T.S.
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
Clarcona Ocoee Rd.
McCormick Rd.
Clarke Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
SR 429
N Lakewood Ave.
Bluford Ave.
E Orlando Ave.
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.
Ocoee Apopka Rd.
Franklin St.
LAKE APOPKA
ocoee florida
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
Document Path: \\Ocoeeutil2\utilities\UTILITIES\GIS\2 Projects\Comp Plan Maps\Final Comp Plan Maps March 2025\Potable Water Service Area\Comp Plan aprx

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

Clarke Rd.

Silver Star Rd.

White Rd.

W Colonial Dr.

SR 408

Florida Turnpike

SR 429

N Lakewood Ave.

Bluford Ave.

E Orlando Ave.

Old Winter Garden Rd.

Maguire Rd.

Roberson Rd.

Ocoee Apopka Rd.

Franklin St.

Wastewater Service Area

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Wastewater Service Provider
- City of Ocoee
- Orange County Utilities
- Wastewater Service Area

UTL Figure No. 2

Wastewater Service Area

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Prepared by the City of Ocoee Utilities Department

Prepared Date: 4/2/2025

Document Path: \\Ocoeeutil2\utilities\UTILITIES\GIS\2 Projects\Comp Plan Maps\Final Comp Plan Maps March 2025\Potable Water Service Area\Comp Plan aprx

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

SR 429

Clarke Rd.

Silver Star Rd.

White Rd.

E Orlando Ave.

W Colonial Dr.

SR 408

Florida Turnpike

Old Winter Garden Rd.

Maguire Rd.

Roberson Rd.

N Lakewood Ave.

Bluford Ave.

Ocoee Apopka Rd.

Franklin St.

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

UTL Figure No. 3

BMAP Boundaries

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Prepared Date: 4/2/2025

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

SR 429

Ocoee Apopka Rd.

Clarke Rd.

Silver Star Rd.

White Rd.

N Lakewood Ave.

Ocoee Apopka Rd.

SR 429

Bluford Ave.

E Orlando Ave.

W Colonial Dr.

SR 408

W Colonial Dr.

Old Winter Garden Rd.

Florida Turnpike

Maguire Rd.

Roberson Rd.

Franklin St.

OSTDS

Legend

- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Wastewater Service Area

OSTDS Status

- Ocoee Wastewater Customer
- OSTDS Property
- Other

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UTL Figure No. 4

OSTDS

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N.T.S.

Reclaimed Water Service Area

Legend
- Joint Planning Area
- Parcel Boundaries
- Waterbodies
- Reclaimed Water Utility Service Area
- Reclaimed Utility North Service Area Boundary

Clarcona Ocoee Rd.
McCormick Rd.
Clarke Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
SR 429
N Lakewood Ave.
Bluford Ave.
E Orlando Ave.
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.
Ocoee Apopka Rd.
Central Service Area
North Service Area
Franklin St.

UTL Figure No. 5

Reclaimed Water Service Area

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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.

N.T.S.

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. 1

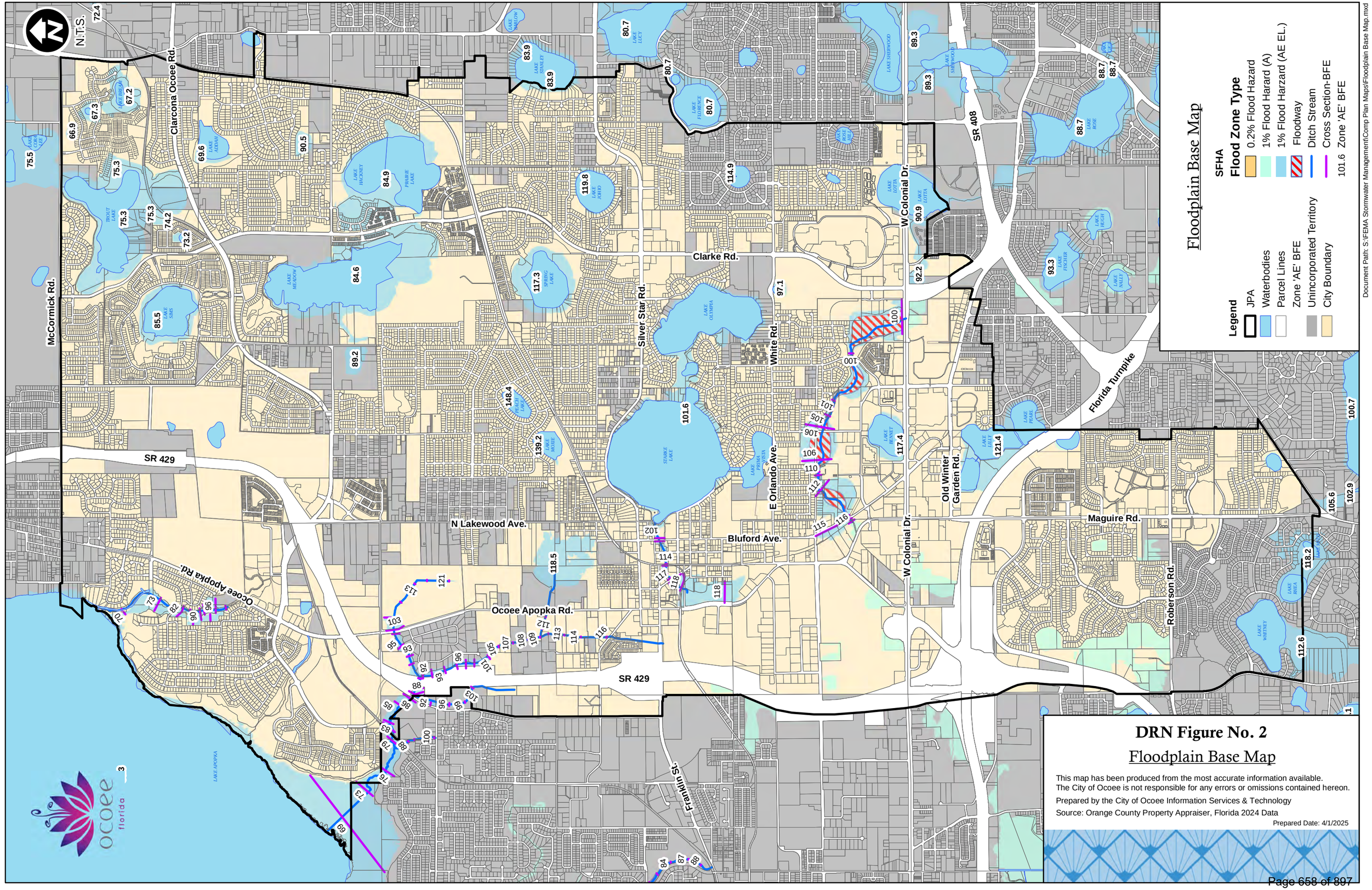
Sub-Basin Map

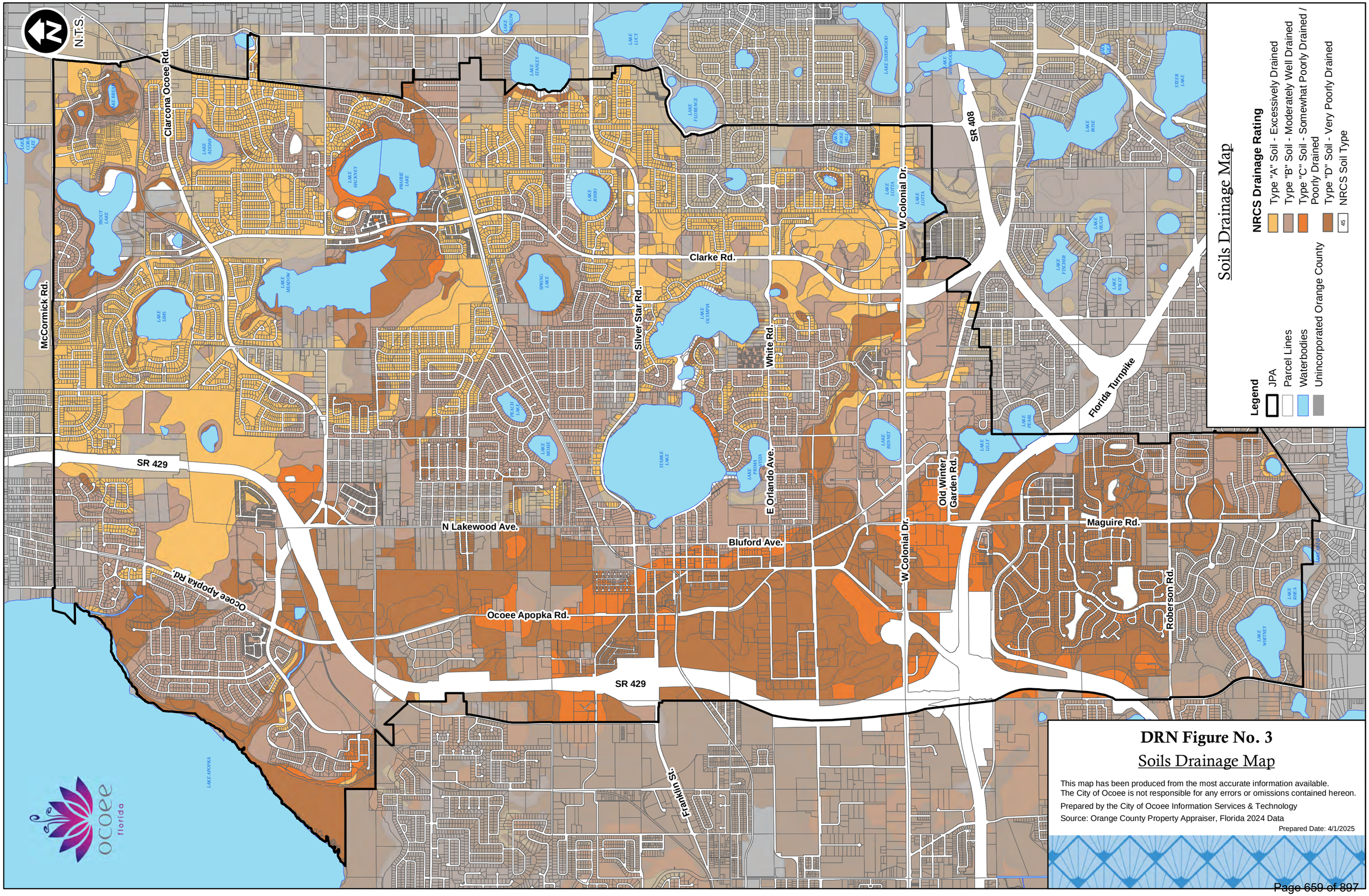
This map has been produced from the most accurate information available.
The City of Ocoee is not responsible for any errors or omissions contained hereon.

Prepared by the City of Ocoee Information Services & Technology

Source: Orange County Property Appraiser, Florida 2024 Data

Prepared Date: 4/1/2025


N.T.S.
Floodplain Base Map
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
Legend
JPA
Waterbodies
Parcel Lines
Zone 'AE' BFE
Unincorporated Territory
City Boundary
Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Floodplain Base Map.mxd
Clarcona Ocoee Rd.
McCormick Rd.
Clarke Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
SR 429
N Lakewood Ave.
Ocoee Apopka Rd.
Bluford Ave.
Maguire Rd.
Old Winter Garden Rd.
E Orlando Ave.
Franklin St.
Roberson Rd.
LAKE APOPKA
STARKE LAKE
ocoee florida
DRN Figure No. 2
Floodplain 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



DRN Figure No. 3

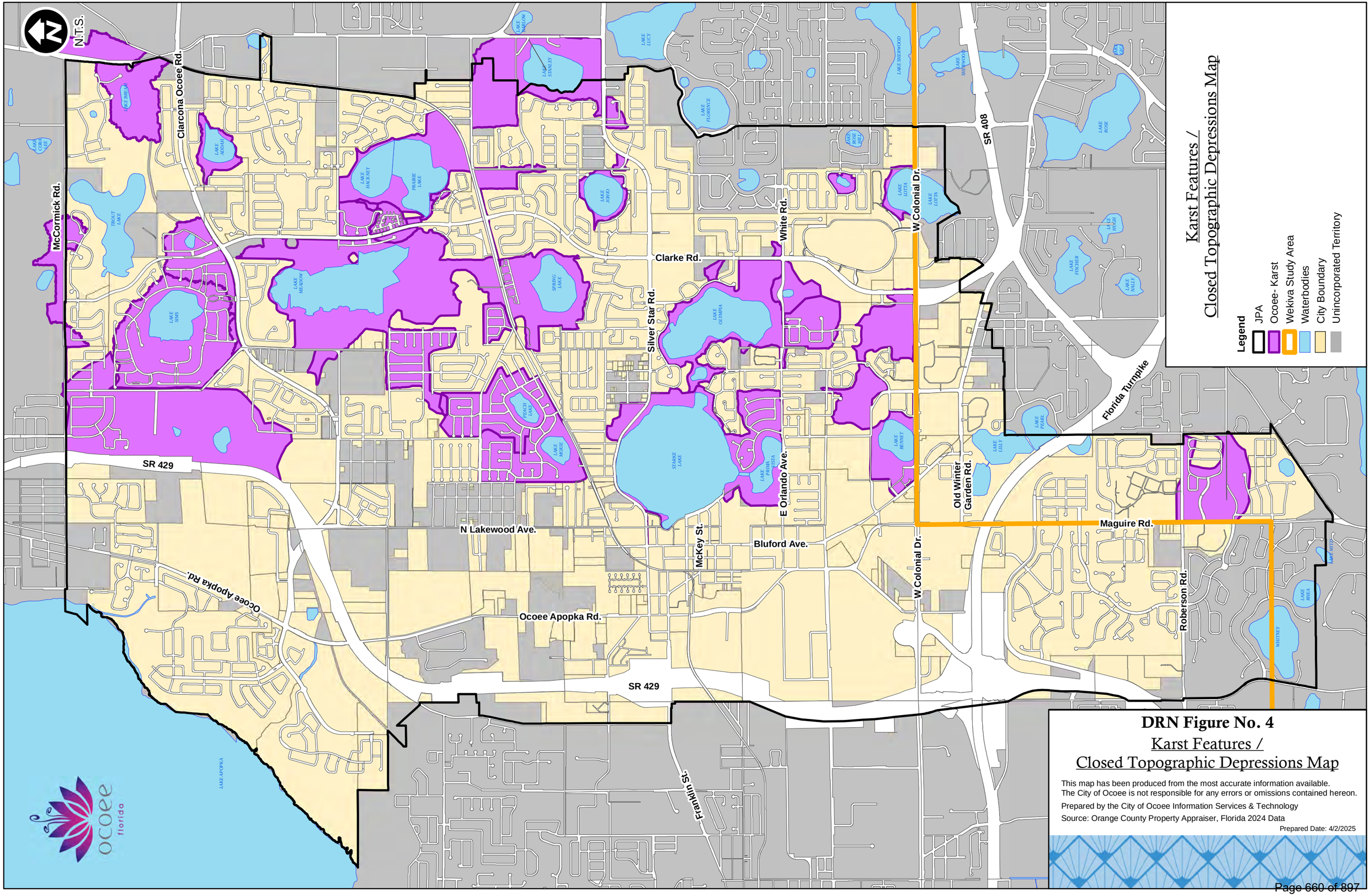
Soils Drainage Map

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


N.T.S.
Clarcona Ocoee Rd.
McCormick Rd.
SR 429
Clarke Rd.
Silver Star Rd.
White Rd.
W Colonial Dr.
SR 408
Florida Turnpike
Old Winter Garden Rd.
Maguire Rd.
Roberson Rd.
N Lakewood Ave.
McKey St.
Bluford Ave.
E Orlando Ave.
Ocoee Apopka Rd.
Franklin St.
LAKE APOPKA
WHITNEY
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
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



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

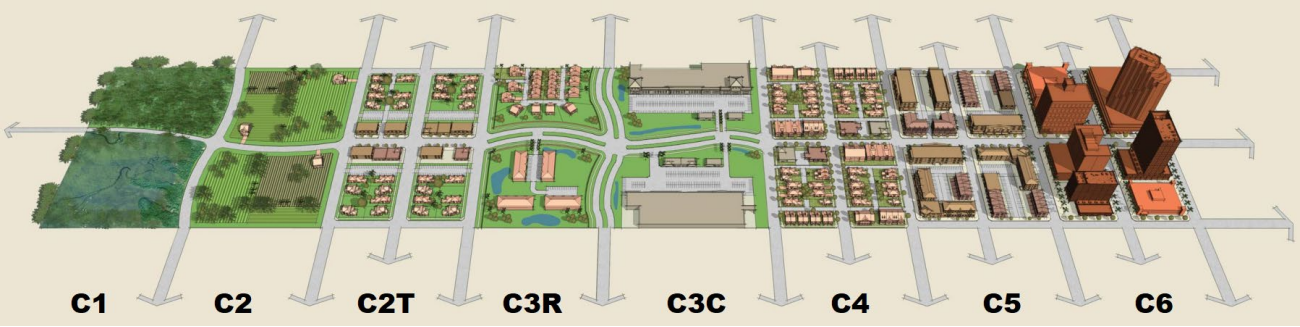
County Jurisdiction

- 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.

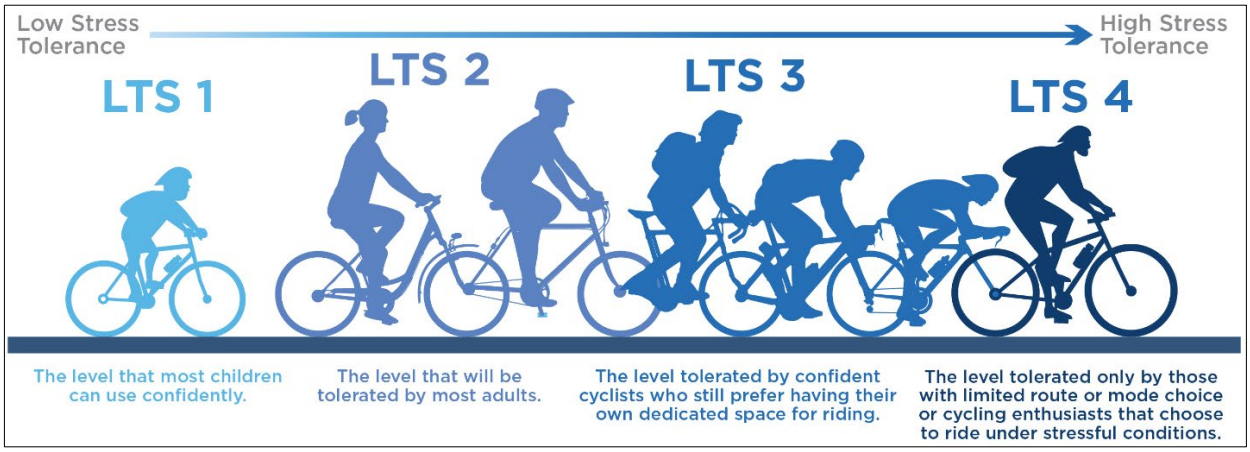
As pedestrians and bicyclists are more vulnerable mode users, the levels of service for pedestrian and bicycle facilities are classified by the level of traffic stress (LTS).

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.

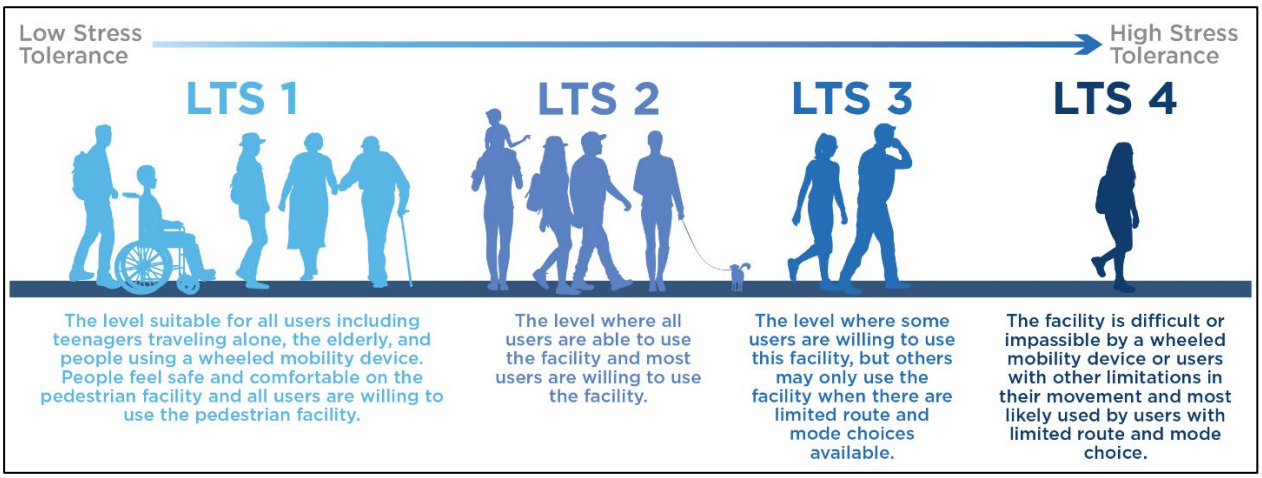
Most roads currently operate with a bicycle LTS of 2 or 4. As part of the City's update to the Mobility Element, the City intends to establish a bicycle LTS standard of 2 for collector and arterial roadways.

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)		Projected Annual Growth Rate	
		Range	2045	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

MOB Table 1: Number of Lanes, Jurisdiction, Functional Classification, and Context Classification						
Roadway Segment	From	To	No. of Lanes	Jurisdiction	Functional Classification	Context Classification
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
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

MOBILITY ELEMENT

MOB Table 1: Number of Lanes, Jurisdiction, Functional Classification, and Context Classification						
Roadway Segment	**From**	**To**	**No. of Lanes**	**Jurisdiction**	**Functional Classification**	**Context Classification**
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
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

MOBILITY ELEMENT

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)	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 Leve 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

MOB Table 3: 2023 Roadway Leve of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

MOB Table 3: 2023 Roadway Leve of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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

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MOB Table 3: 2023 Roadway Leve of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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
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

MOB Table 10: 2023 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	-	-
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

MOB Table 10: 2023 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
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
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%**

Table 12: Projected Annual Growth Rates							
Segment	**From**	**To**	**5-Year Historic Trend**	**Model Growth**	**BEBR Med**	**BEBR High**	**Rate Used**
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%**
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%**

Table 12: Projected Annual Growth Rates							
Segment	**From**	**To**	**5-Year Historic Trend**	**Model Growth**	**BEBR Med**	**BEBR High**	**Rate Used**
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%**
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%**

Table 12: Projected Annual Growth Rates							
Segment	**From**	**To**	**5-Year Historic Trend**	**Model Growth**	**BEBR Med**	**BEBR High**	**Rate Used**
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

MOB Table 13: 2034 Transit Level of Service			
Segment	**From**	**To**	**Transit LOS**
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

MOB Table 14: 2034 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
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
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

MOB Table 14: 2034 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
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
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

MOB Table 14: 2034 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
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 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

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

MOB Table 15: 2034 Roadway Level of Service							
Roadway Segment	From	To	No. of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

MOB Table 16: 2045 Transit Level of Service			
Segment	**From**	**To**	**Transit LOS**
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 17: 2045 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	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

MOB Table 17: 2045 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
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
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

MOB Table 17: 2045 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
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
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

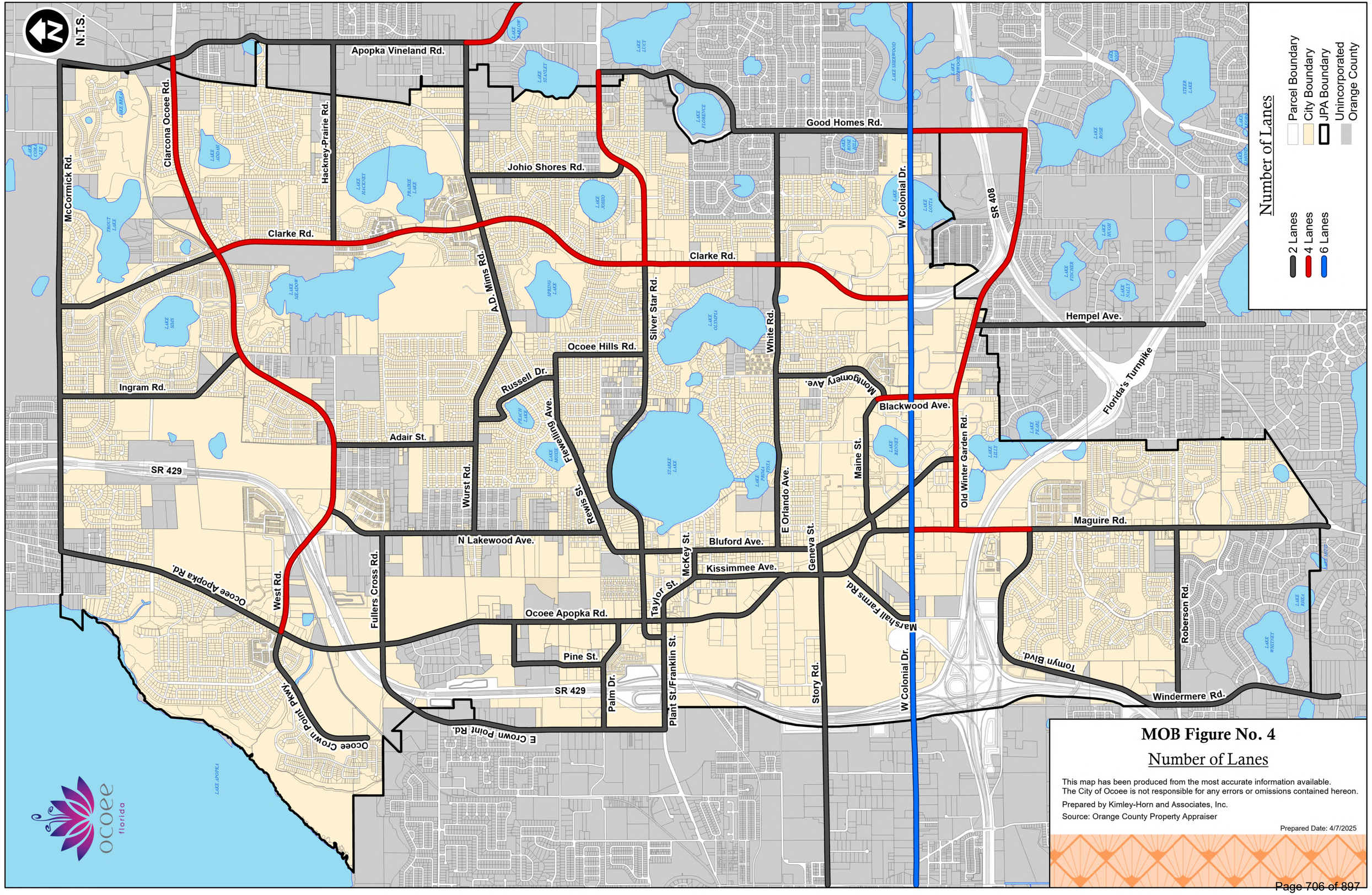
MOB Table 17: 2045 Bicycle and Pedestrian Level of Traffic Stress				
Segment	**From**	**To**	**Bike LTS**	**Ped LTS**
SR 50 (W Colonial Dr)	9th St	SR 429	4	3
SR 50 (W Colonial Dr)	SR 429	Marshall Farms Rd	4	3
SR 50 (W Colonial Dr)	Marshall Farms Rd	Maguire Rd	4	3
SR 50 (W Colonial Dr)	Maguire Rd	Bluford 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
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

MOB Table 18: 2045 Roadway Level of Service							
Roadway Segment	From	To	Number of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

MOB Table 18: 2045 Roadway Level of Service							
Roadway Segment	From	To	Number of Lanes	Daily Volume	PHPD Volume	PHPD V/C	PHPD LOS
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
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

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 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



MOB Figure No. 4

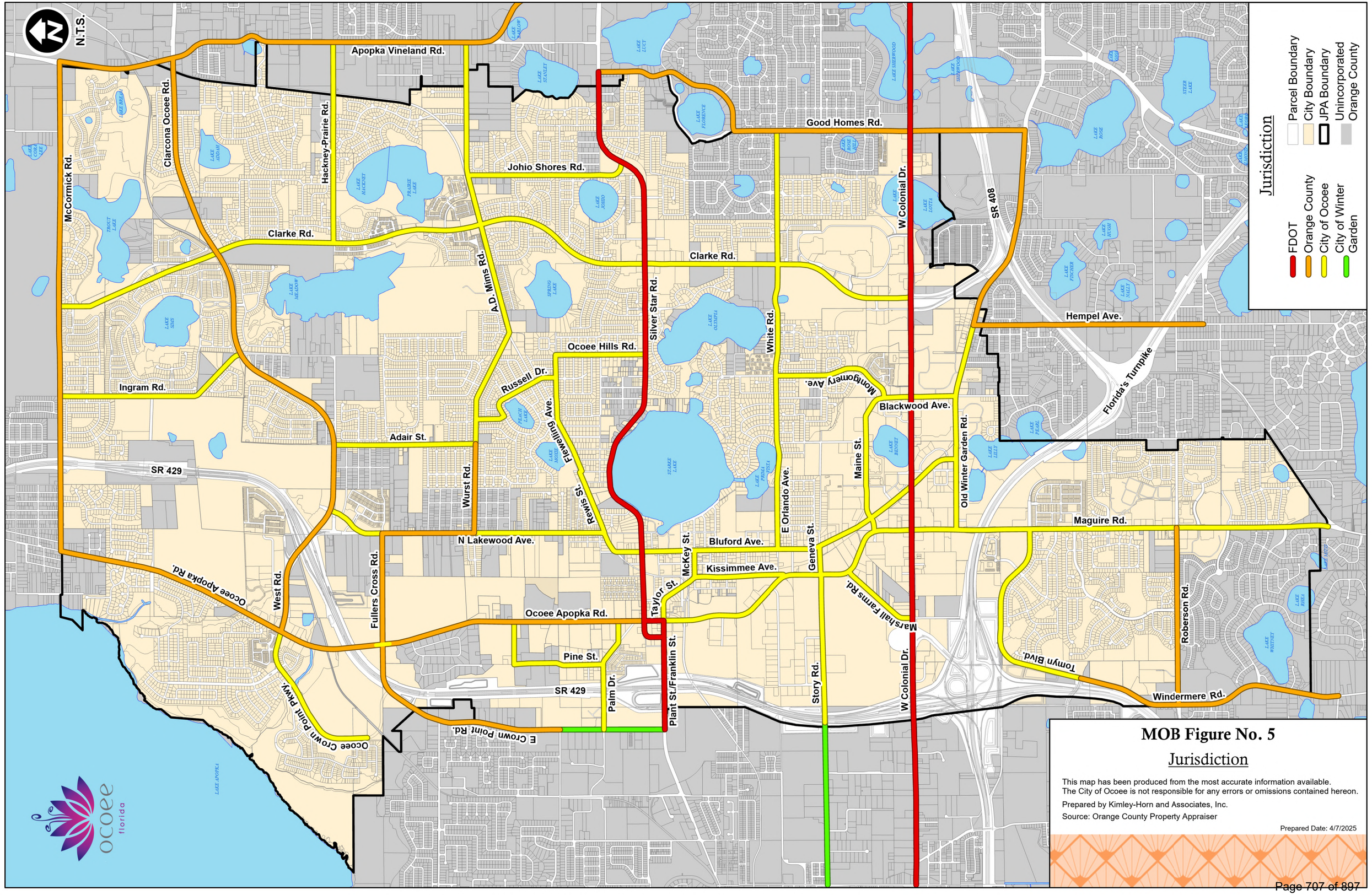
Number of Lanes

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



MOB Figure No. 5

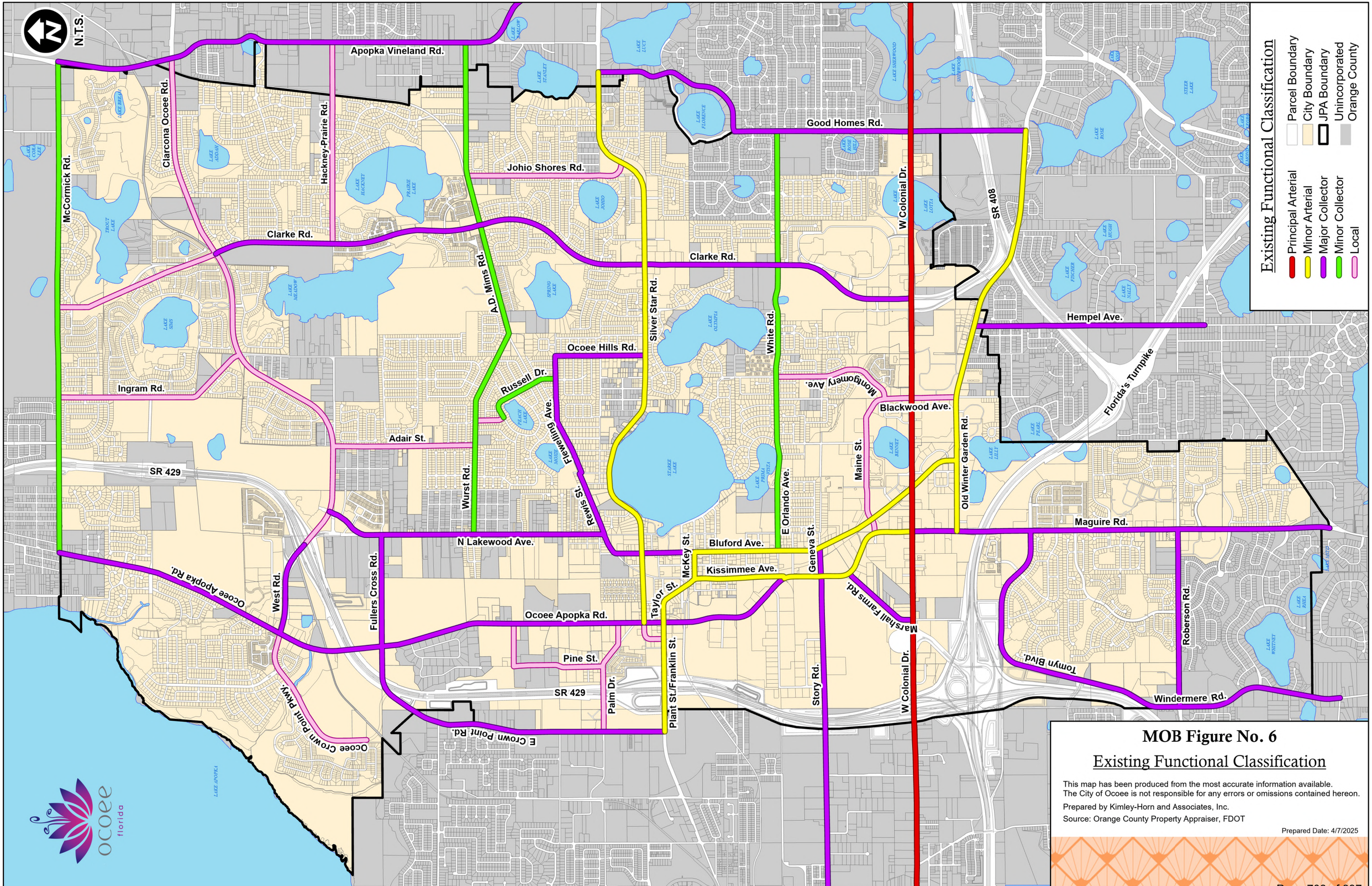
Jurisdiction

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

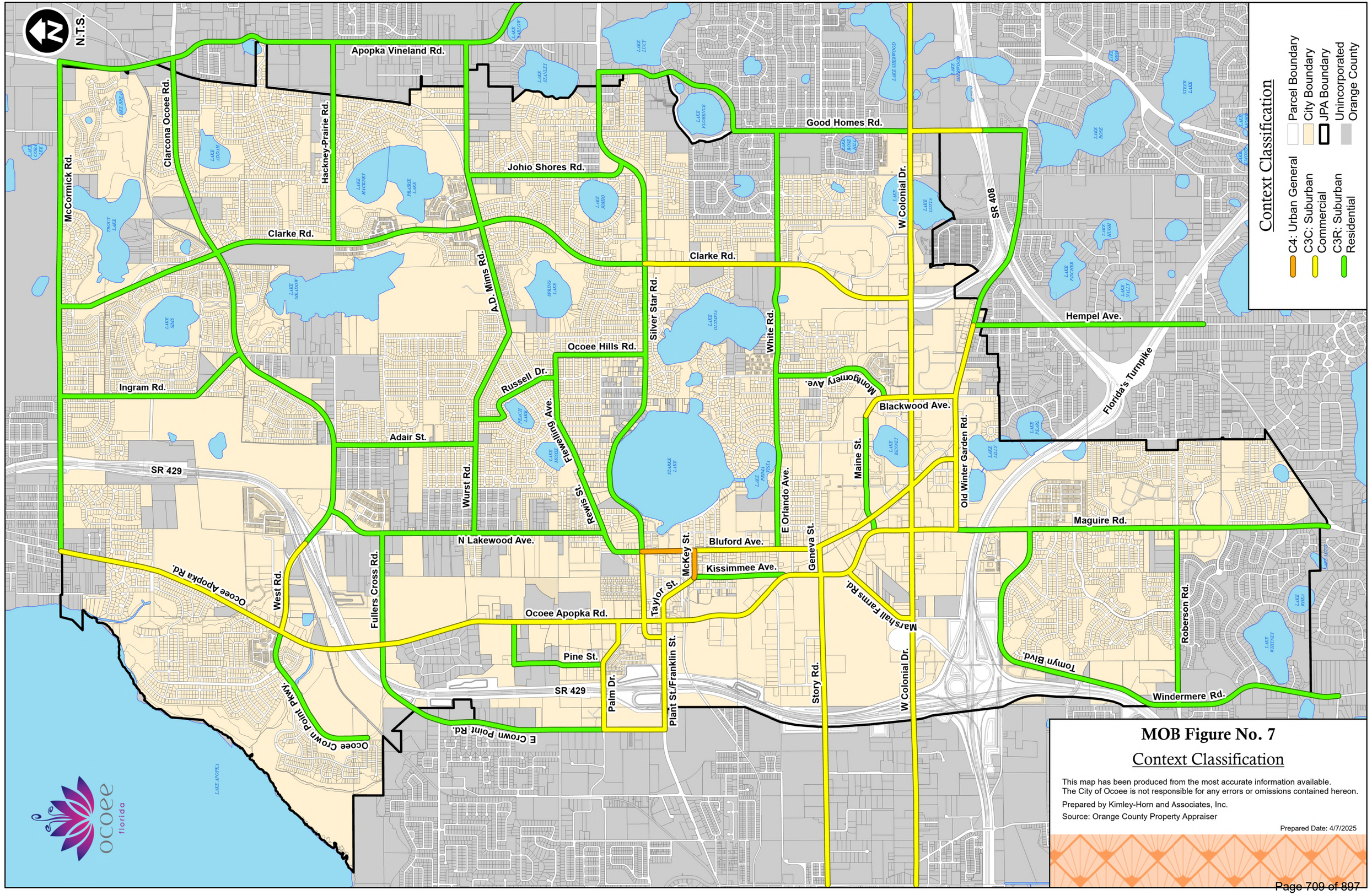
Existing Functional Classification

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



MOB Figure No. 7

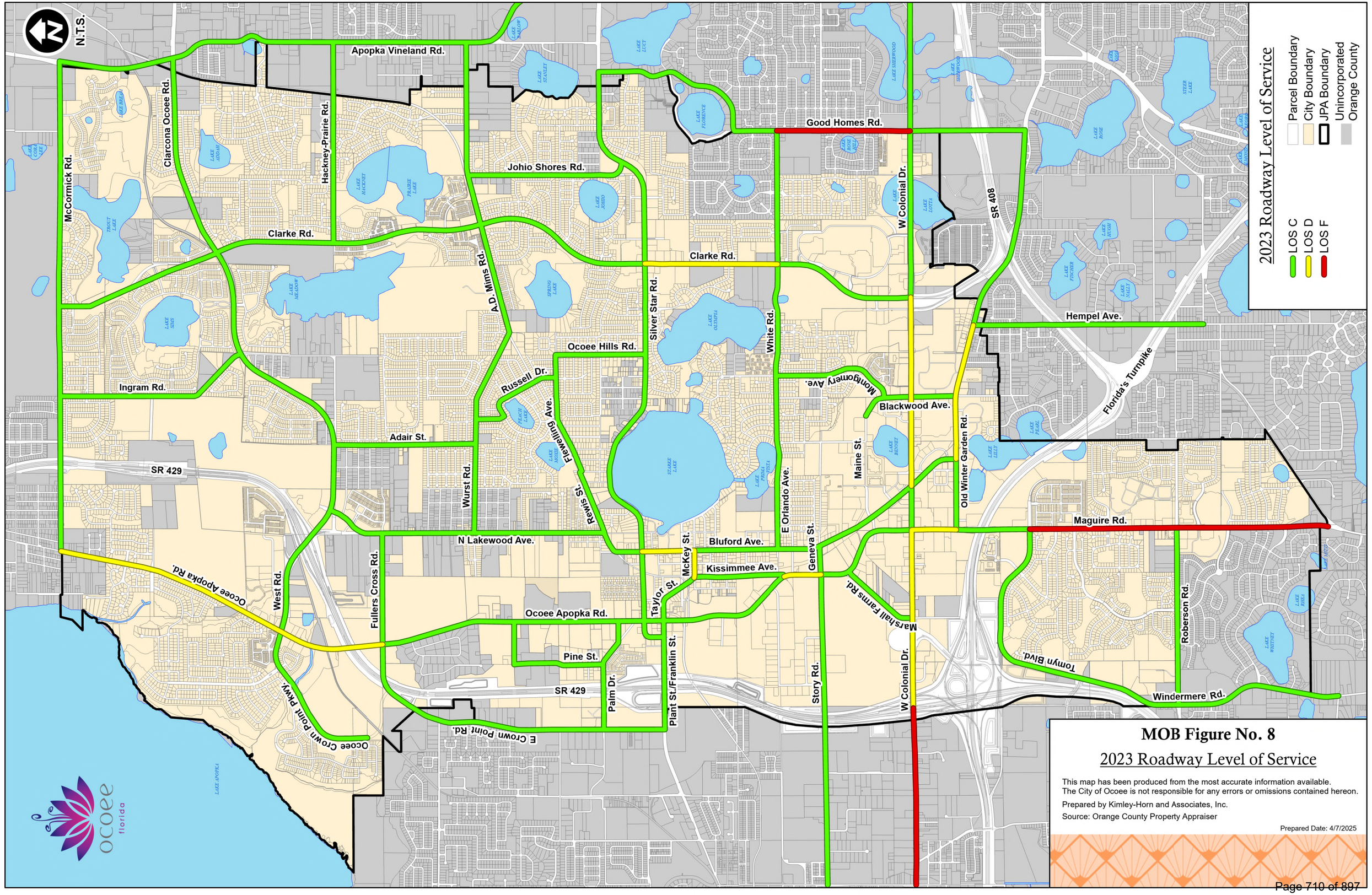
Context Classification

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



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

N.T.S.

Apopka Vineland Rd.
Clarcona Ocoee Rd.
McCormick Rd.
Hackney-Prairie Rd.
Clarke Rd.
Johio Shores Rd.
Good Homes Rd.
W Colonial Dr.
SR 408
Hempel Ave.
Florida's Turnpike
A.D. Mims Rd.
Silver Star Rd.
White Rd.
Ocoee Hills Rd.
Russell Dr.
Flewelling Ave.
Montgomery Ave.
Blackwood Ave.
Old Winter Garden Rd.
Adair St.
SR 429
Wurst Rd.
Rewis St.
N Lakewood Ave.
Bluford Ave.
E Orlando Ave.
Maine St.
Geneva St.
Kissimmee Ave.
McKey St.
Taylor St.
Fullers Cross Rd.
West Rd.
Ocoee Apopka Rd.
Ocoee Apopka Rd.
Pine St.
Palm Dr.
Plant St./Franklin St.
Story Rd.
Marshall Farms Rd.
W Colonial Dr.
Tomyn Blvd.
Maguire Rd.
Roberson Rd.
Windermere Rd.
Ocoee Crown Point Pkwy.
E Crown Point Rd.
Ingram Rd.

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

MOB Figure No. 9

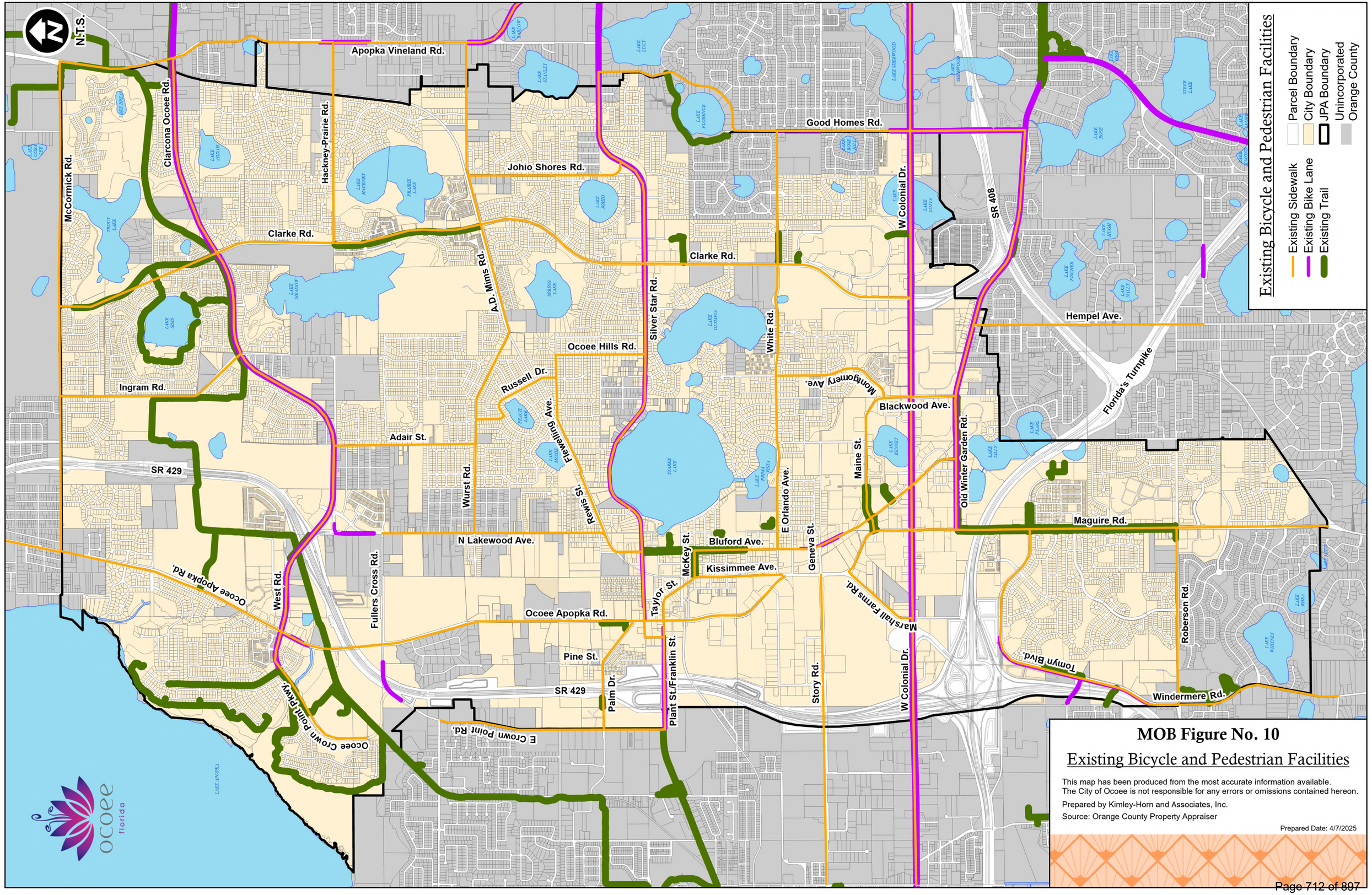
Transit Service

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



MOB Figure No. 10

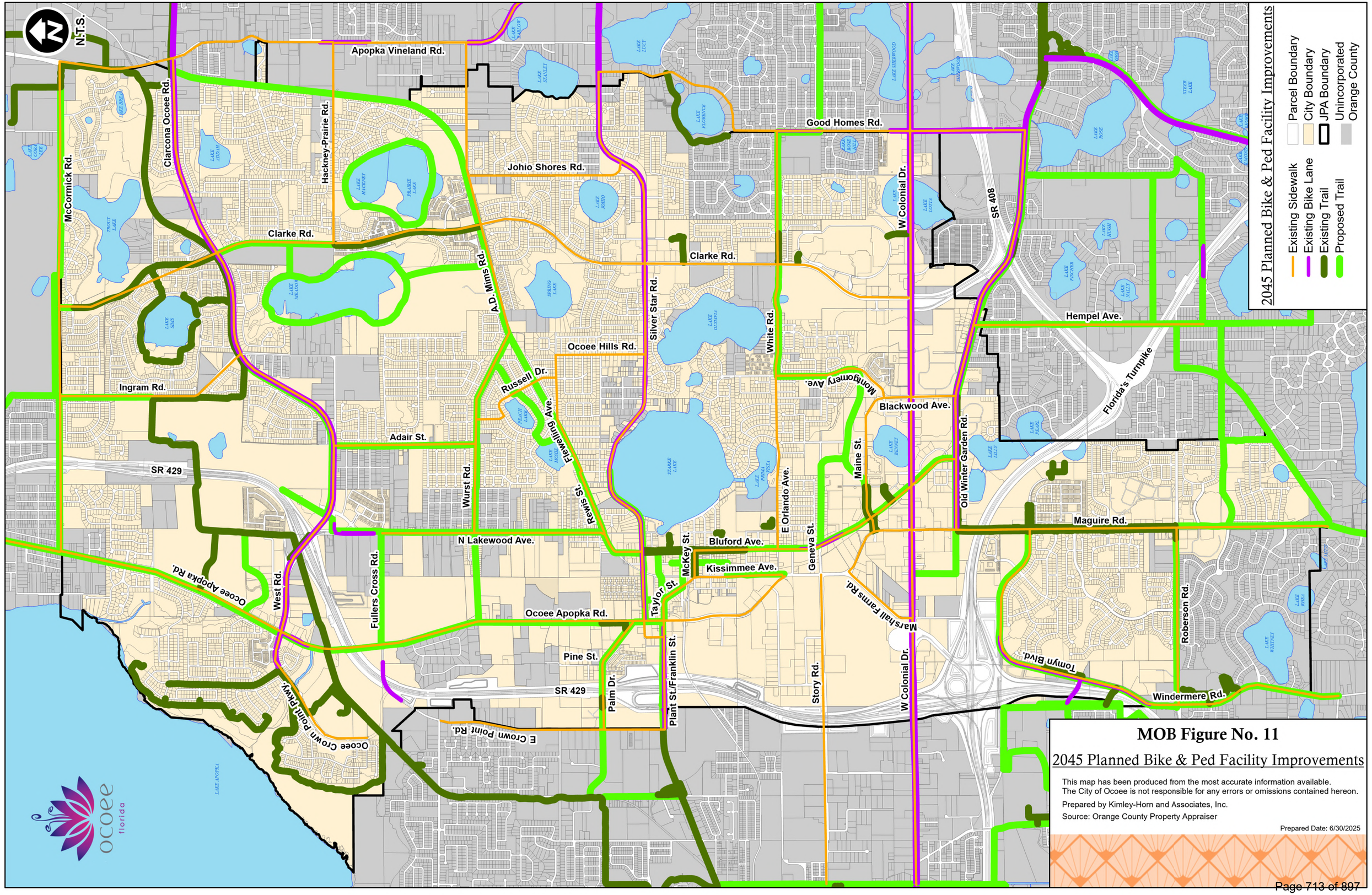
Existing Bicycle and Pedestrian Facilities

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



MOB Figure No. 11

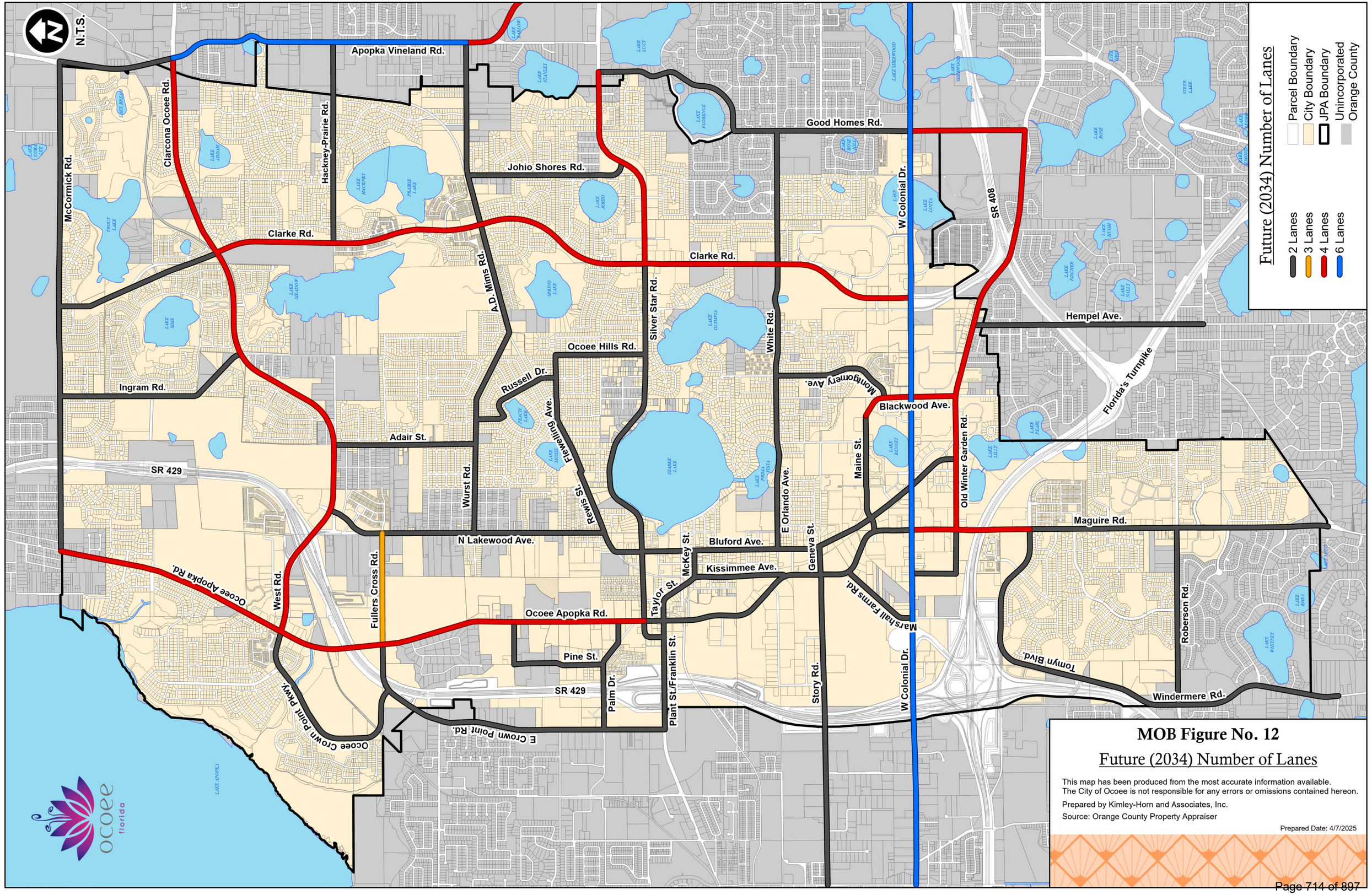
2045 Planned Bike & Ped Facility Improvements

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: 6/30/2025



MOB Figure No. 12

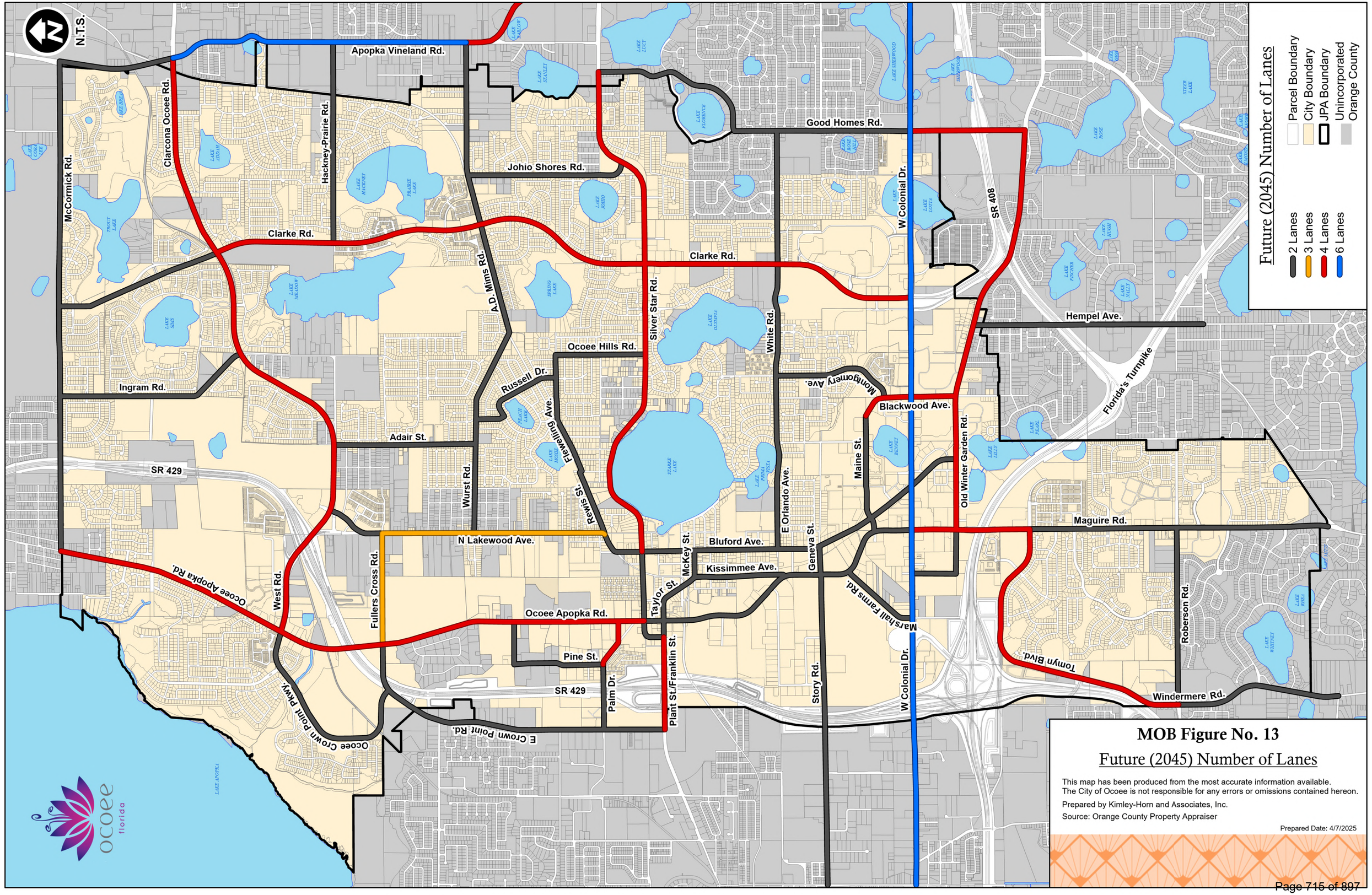
Future (2034) Number of Lanes

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


N.T.S.
Future (2045) Number of Lanes
Parcel Boundary
City Boundary
JPA Boundary
Unincorporated Orange County
2 Lanes
3 Lanes
4 Lanes
6 Lanes
Apopka Vineland Rd.
Clarcona Ocoee Rd.
Hackney-Prairie Rd.
McCormick Rd.
Johio Shores Rd.
Good Homes Rd.
W Colonial Dr.
SR 408
Clarke Rd.
A.D. Mims Rd.
Silver Star Rd.
White Rd.
Hempel Ave.
Florida's Turnpike
Ocoee Hills Rd.
Russell Dr.
Montgomery Ave.
Blackwood Ave.
Ingram Rd.
Adair St.
Flamevalling Ave.
Rewis St.
Maine St.
Old Winter Garden Rd.
SR 429
Wurst Rd.
E Orlando Ave.
Maguire Rd.
N Lakewood Ave.
Bluford Ave.
Geneva St.
McKey St.
Kissimmee Ave.
Taylor St.
Marshall Farms Rd.
Roberson Rd.
Ocoee Apopka Rd.
West Rd.
Fullers Cross Rd.
Pine St.
Palm Dr.
Plant St./Franklin St.
Story Rd.
Tomyn Blvd.
Windermere Rd.
Ocoee Crown Point Pkwy.
E Crown Point Rd.
MOB Figure No. 13
Future (2045) Number of Lanes
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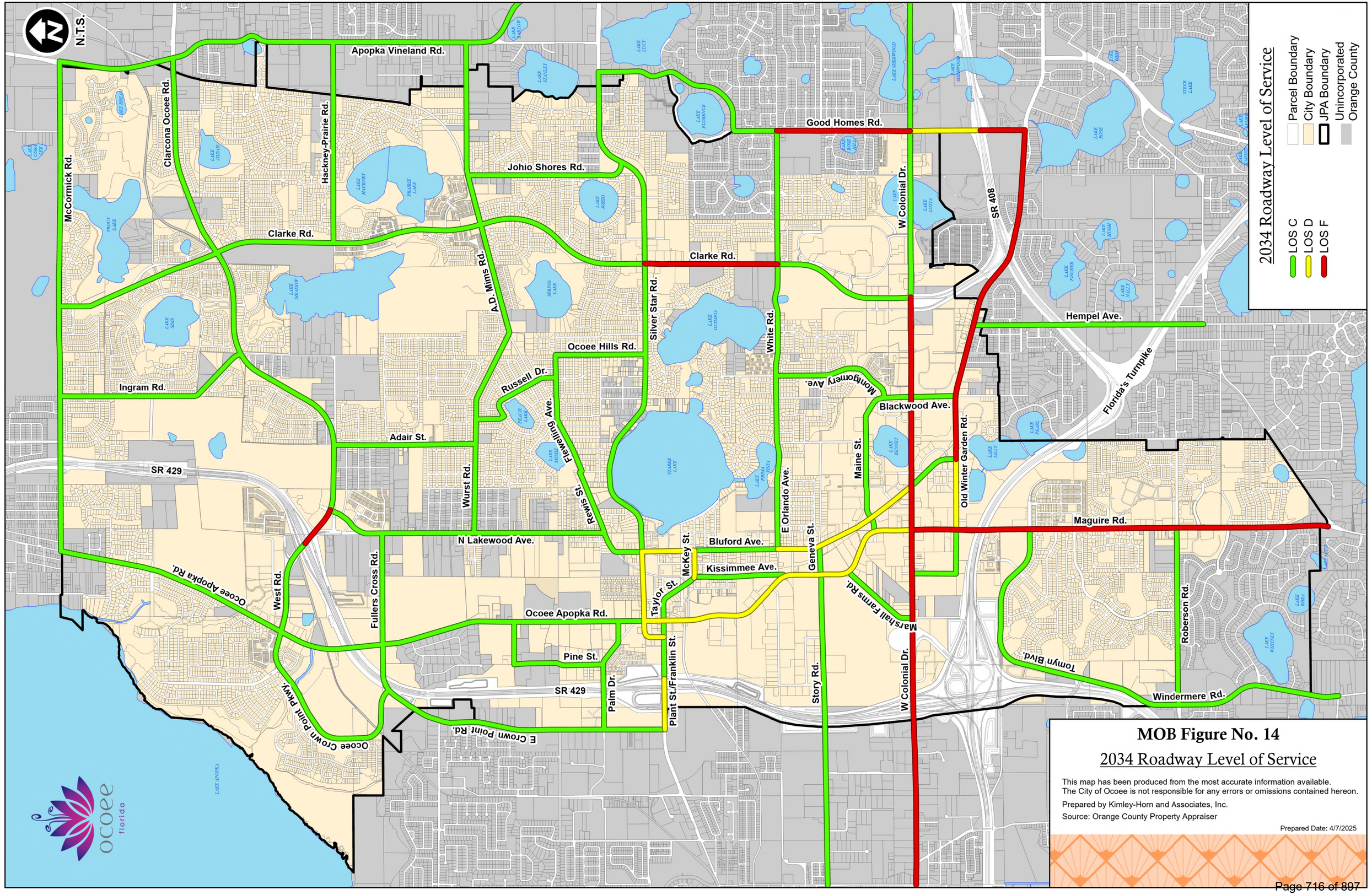
The City of Ocoee is not responsible for any errors or omissions contained hereon.
Prepared by Kimley-Horn and Associates, Inc.
Source: Orange County Property Appraiser
Prepared Date: 4/7/2025



MOB Figure No. 14

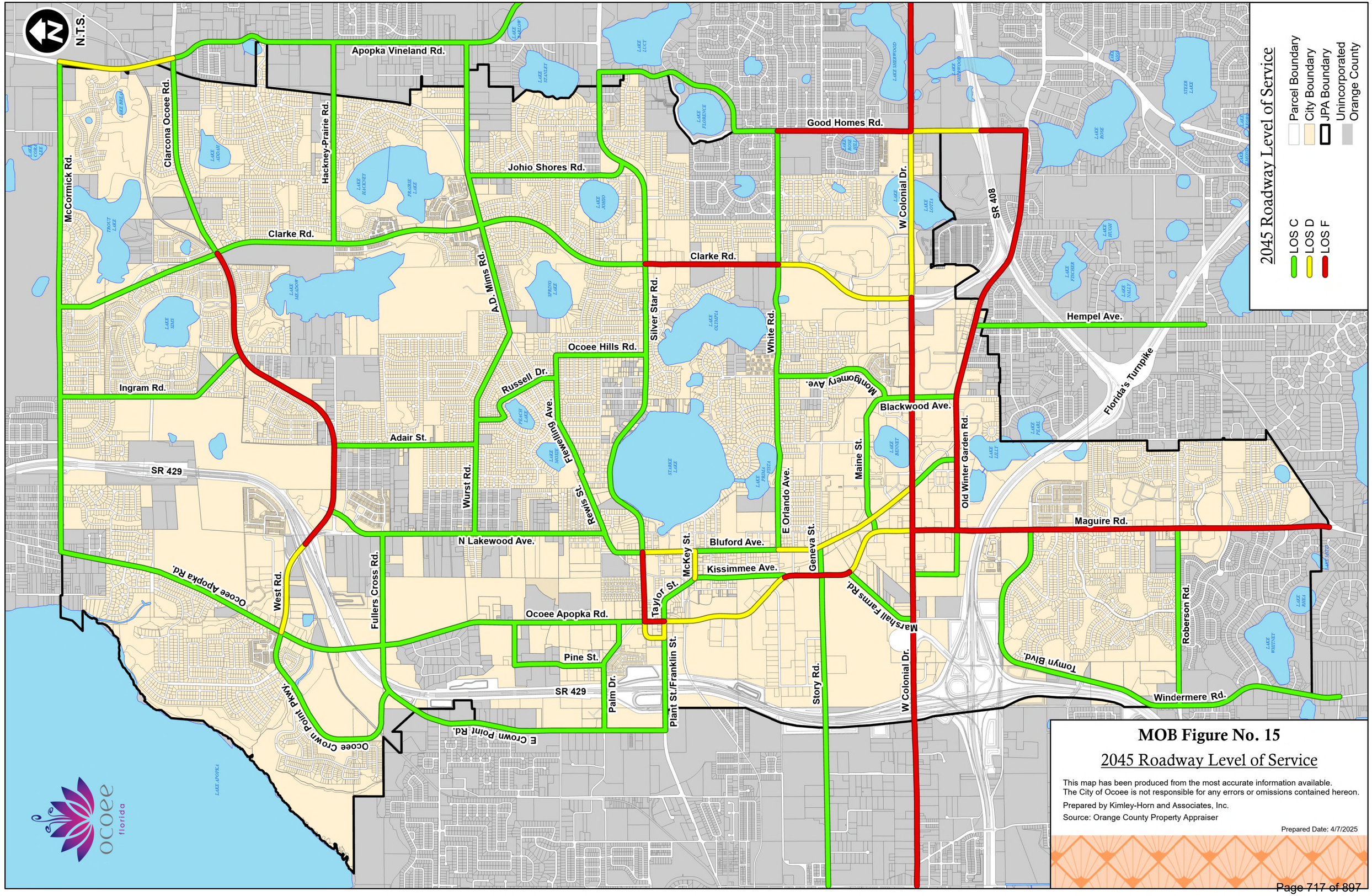
2034 Roadway Level of Service

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



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





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

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.

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

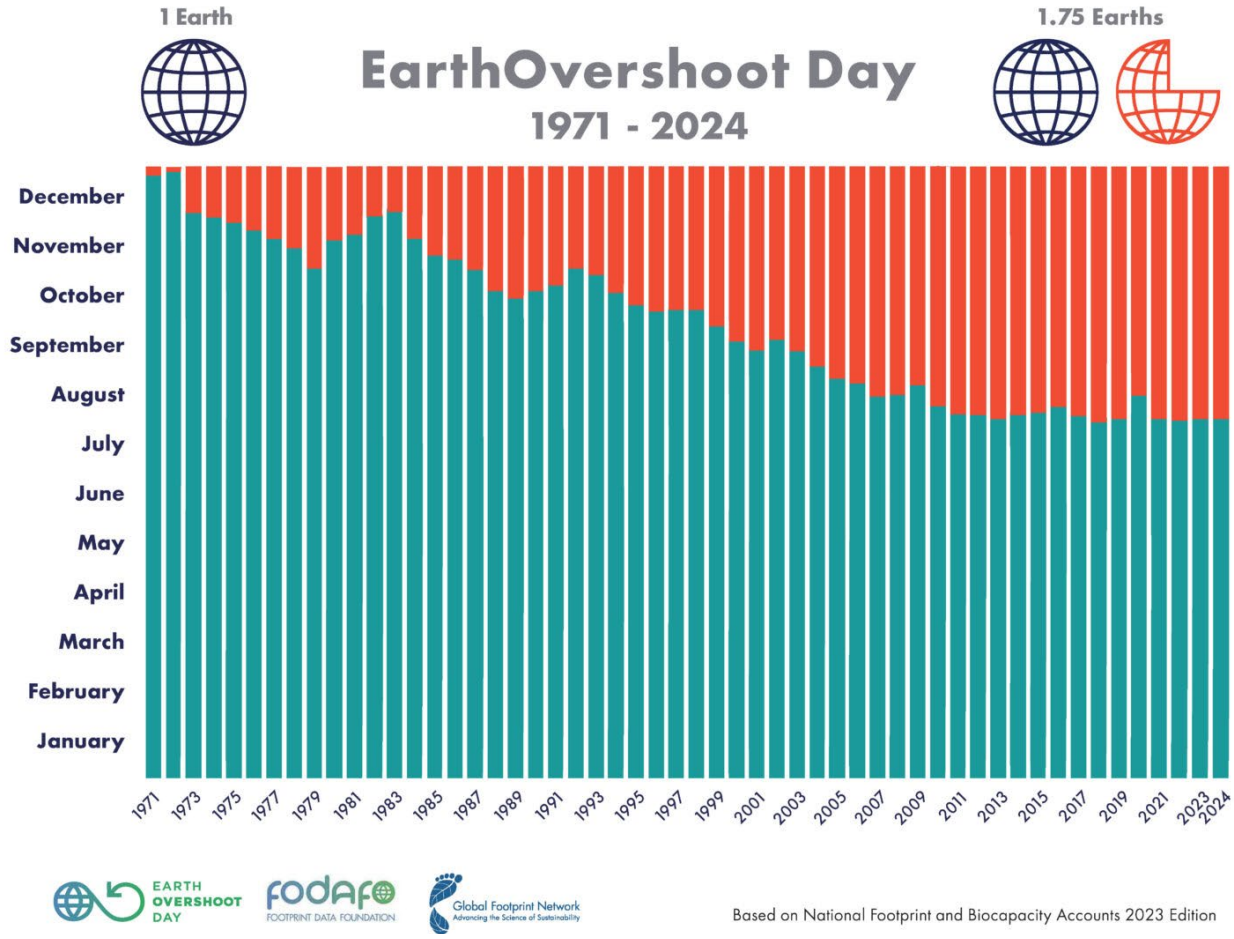
habitat areas, the decline in biodiversity, and the decline in unpolluted resources.

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.

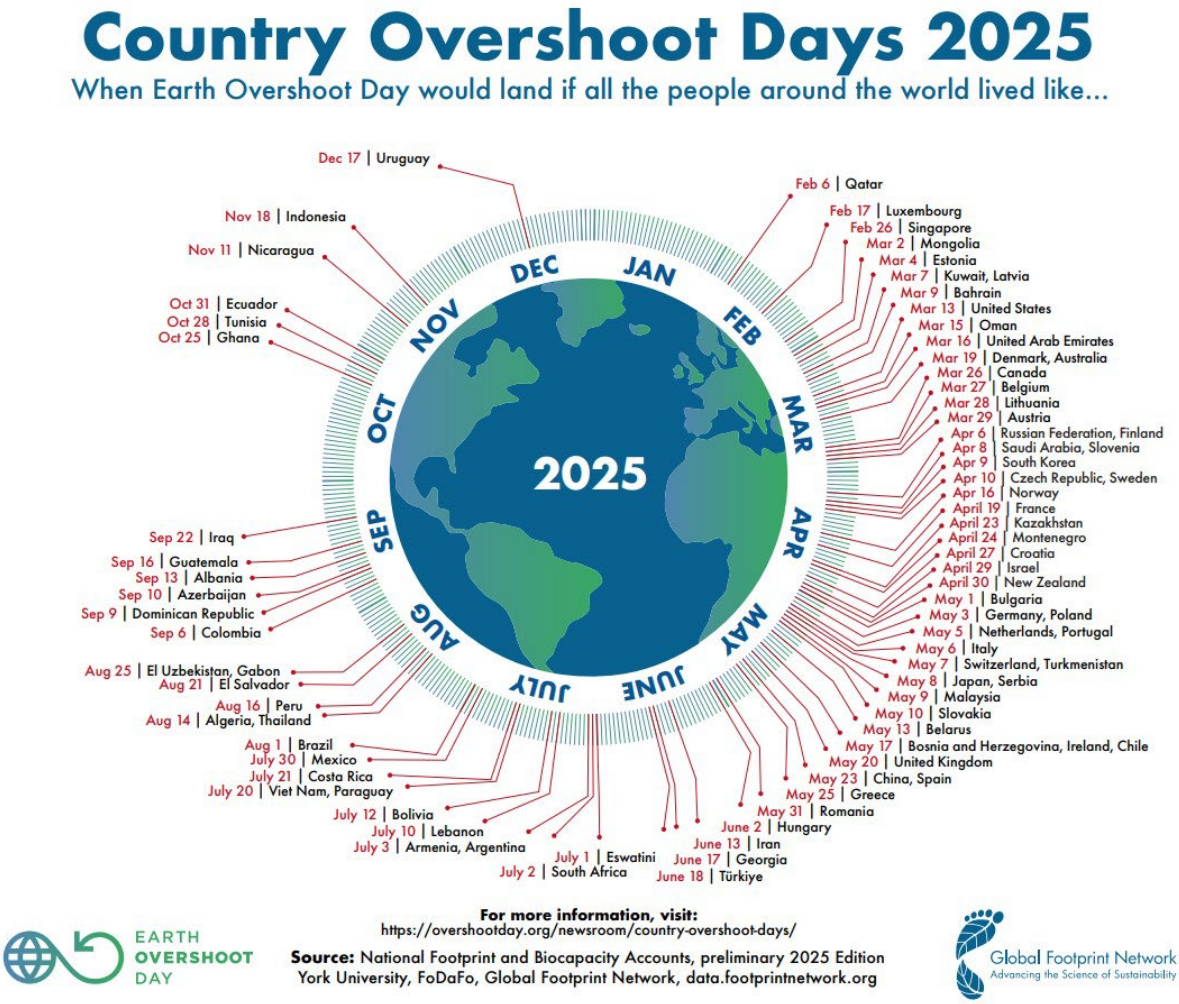
III. ANALYSIS

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.

N.T.S.

Designated Wetland Map

Legend

- JPA
- Parcel Lines
- Ocoee Designated Wetland
- OC Designated Wetlands 2023
- Waterbodies
- City Boundry

Potential Wetlands
- Hydric Soils
- May Experience Hydric Conditions

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Designated Wetland Map.mxd

CON Figure No. 1

Designated Wetland 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

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

Clarke Rd.

Clarke Rd.

Silver Star Rd.

White Rd.

W Colonial Dr.

SR 408

Florida Turnpike

SR 429

N Lakewood Ave.

E Orlando Ave.

Old Winter Garden Rd.

Maguire Rd.

Bluford Ave.

W Colonial Dr.

Roberson Rd.

Ocoee Apopka Rd.

Ocoee Apopka Rd.

SR 429

Franklin St.

LAKE APOPKA

Aquifer Recharge Priority

Florida Forever Conservation needs Assessment: Aquifer Recharge

- Priority 1 (Highest)
- Priority 2
- Priority 3
- Priority 4
- Priority 5
- Priority 6

Legend

- JPA
- Waterbodies
- City Parks
- Unincorporated Orange County

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Aquifer Recharge Priority.mxd

CON Figure No. 2

Aquifer Recharge Priority

This map has been produced from the most accurate information available.
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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

N.T.S.

Clarcona Ocoee Rd.

McCormick Rd.

Silver Star Rd.

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W Colonial Dr.

SR 408

Florida Turnpike

SR 429

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Ocoee Apopka Rd.

E Orlando Ave.

Bluford Ave.

Old Winter Garden Rd.

Maguire Rd.

Roberson Rd.

Franklin St.

LAKE APOPKA

Soils Base Map

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

Legend

- JPA
- Waterbodies
- Unincorporated Territory

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Soil Type Map.mxd

ocoee florida

CON Figure No. 3

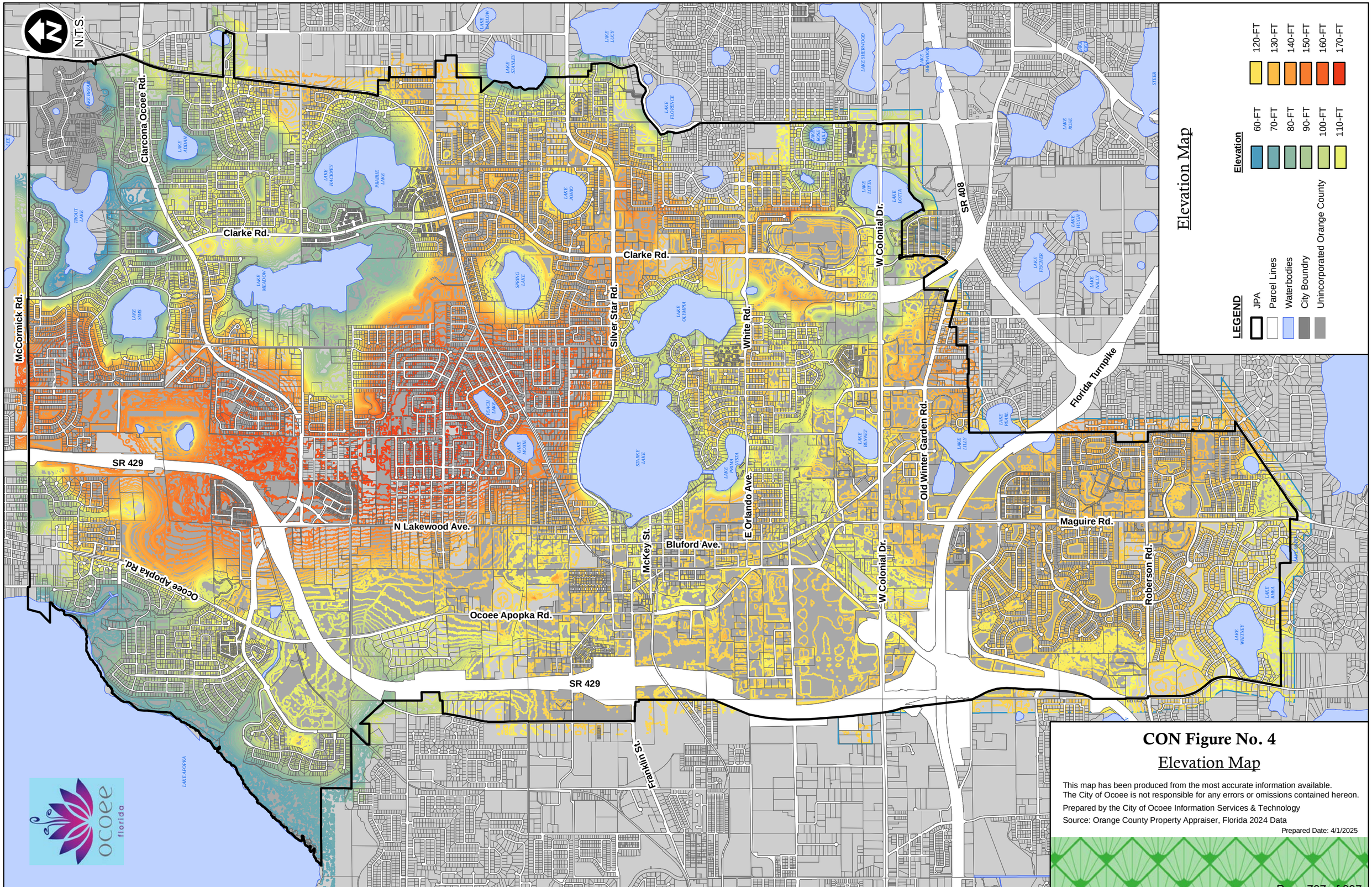
Soils Base Map

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



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

Document Path: S:\FEMA Stormwater Management\Comp Plan Maps\Elevation Map.mxd


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

PUBLIC SCHOOL FACILITIES ELEMENT

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

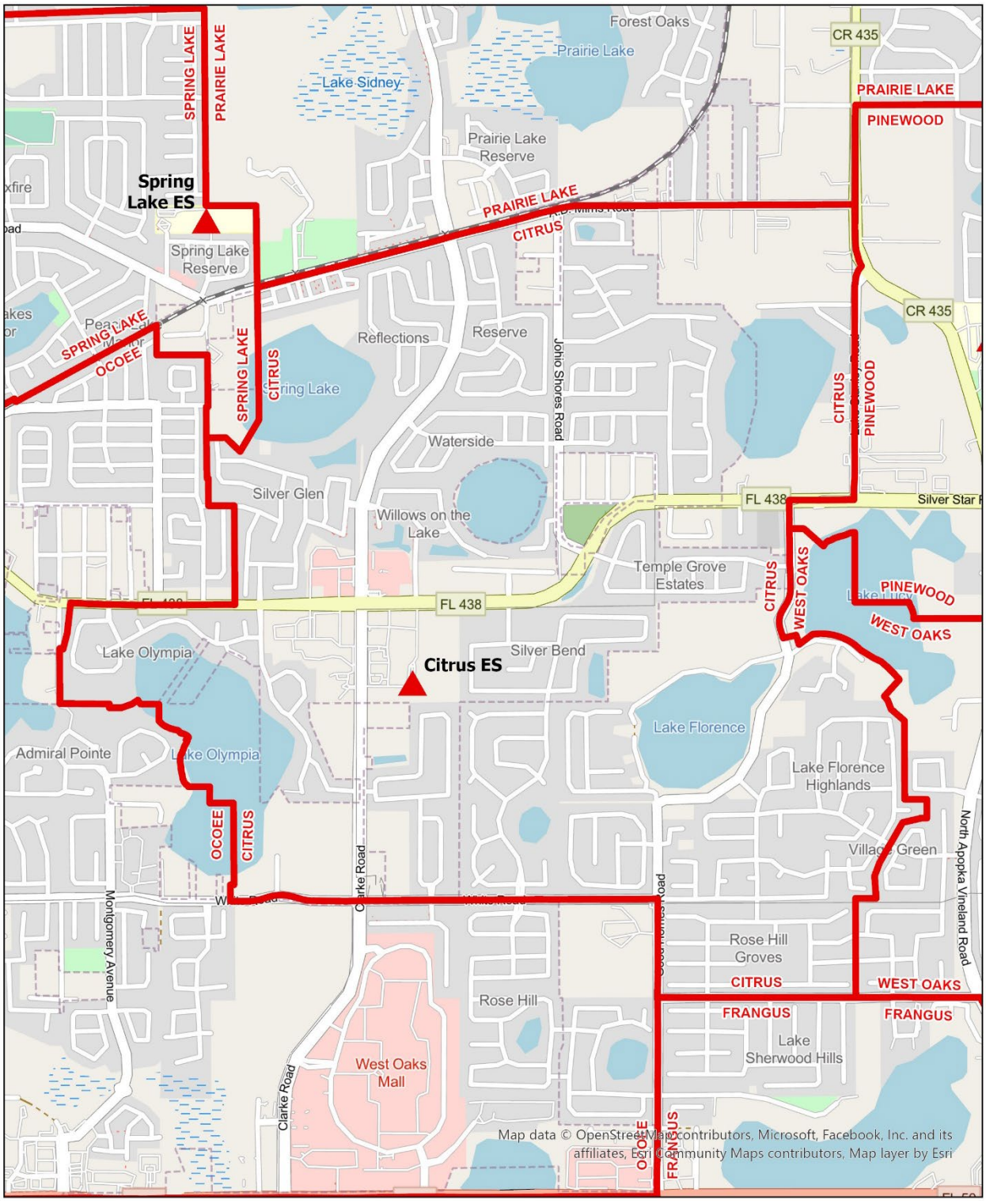
School Impact Fee Rate Schedule					
Land Use	Current Impact Fee Effective June 22, 2021 - September 30, 2021	Installment #1 Effective October 1, 2021 – January 31, 2022	Installment #2 Effective February 1, 2022 – May 31, 2022	Installment #3 Effective June 1, 2022 – September 30, 2022	Installment #4 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

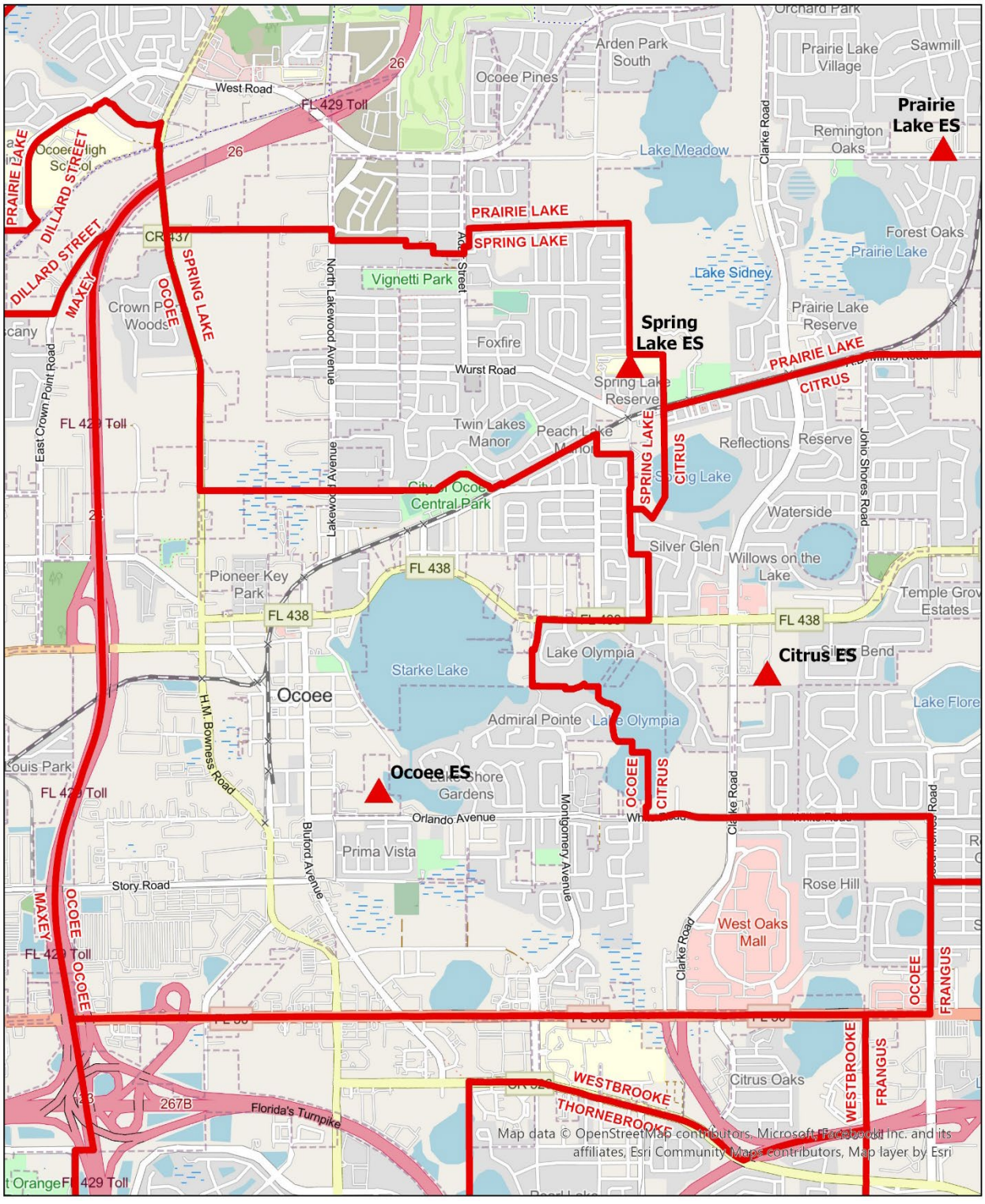
expenditures over the next 10 years. This demonstrates financial feasibility.

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.

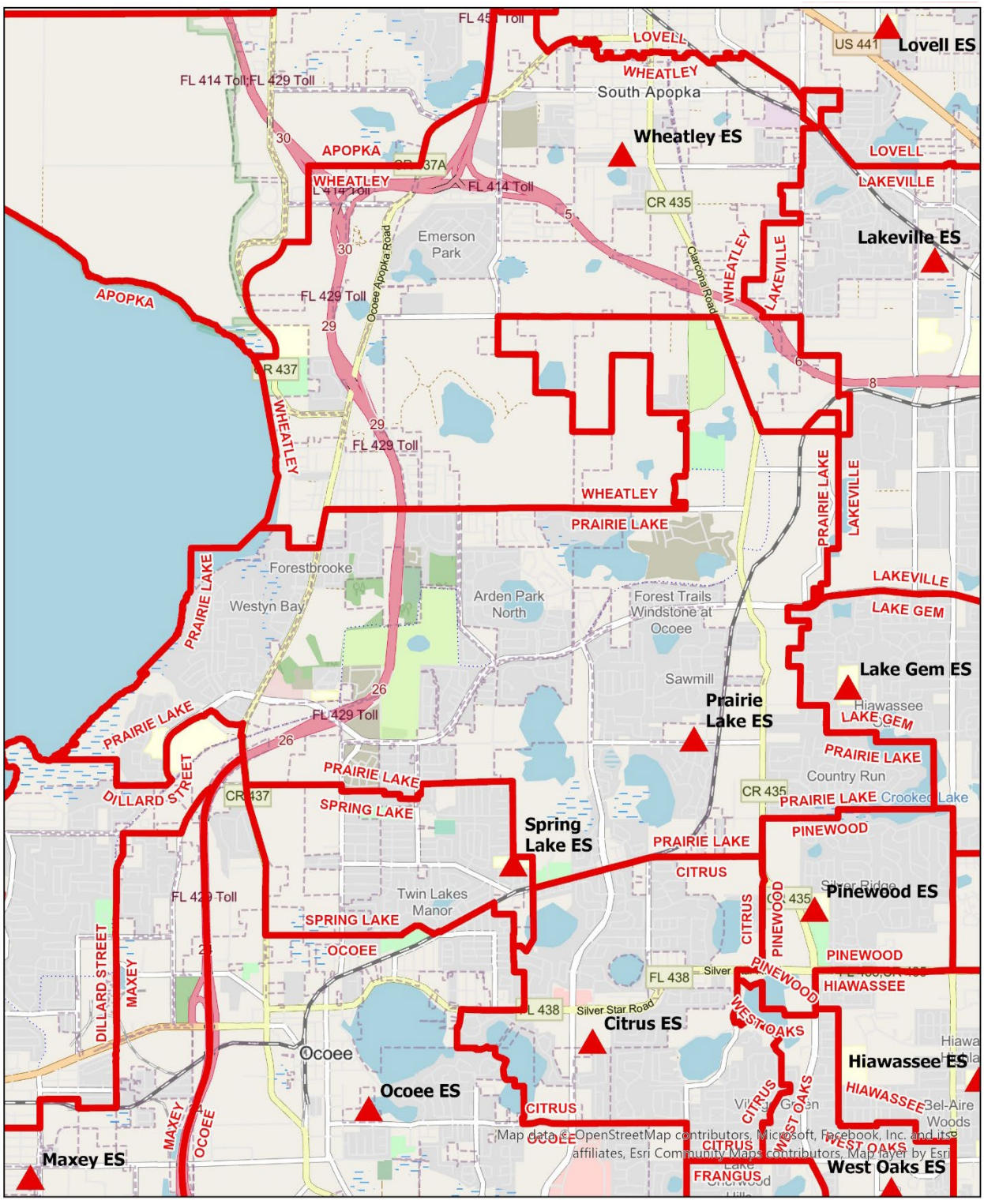
PUBLIC SCHOOL FACILITIES ELEMENT



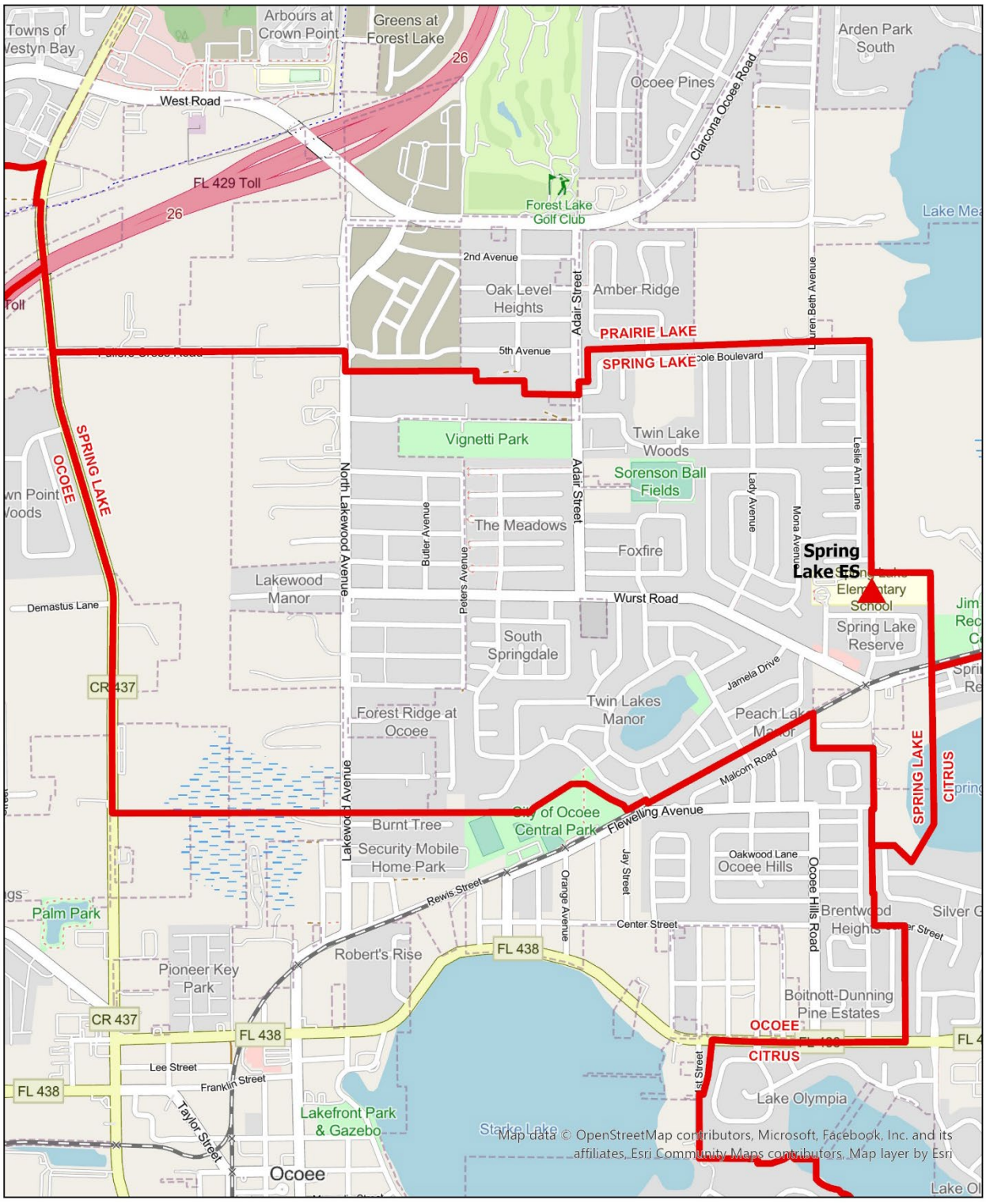
PSF Figure No. 1: Citrus Elementary School Attendance Zone, 2024-2025



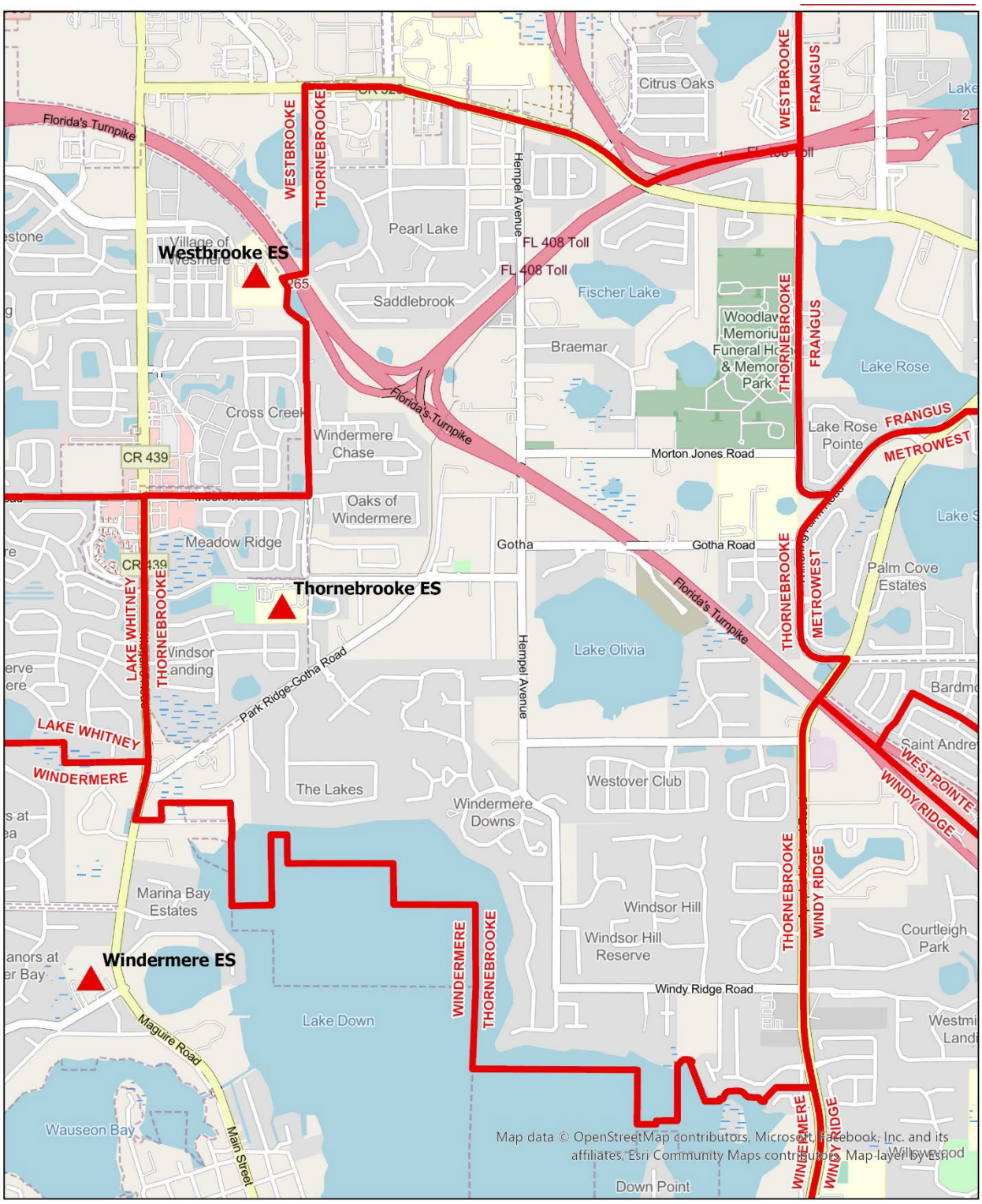
PSF Figure No. 2: Ocoee Elementary School Attendance Zone, 2024-2025



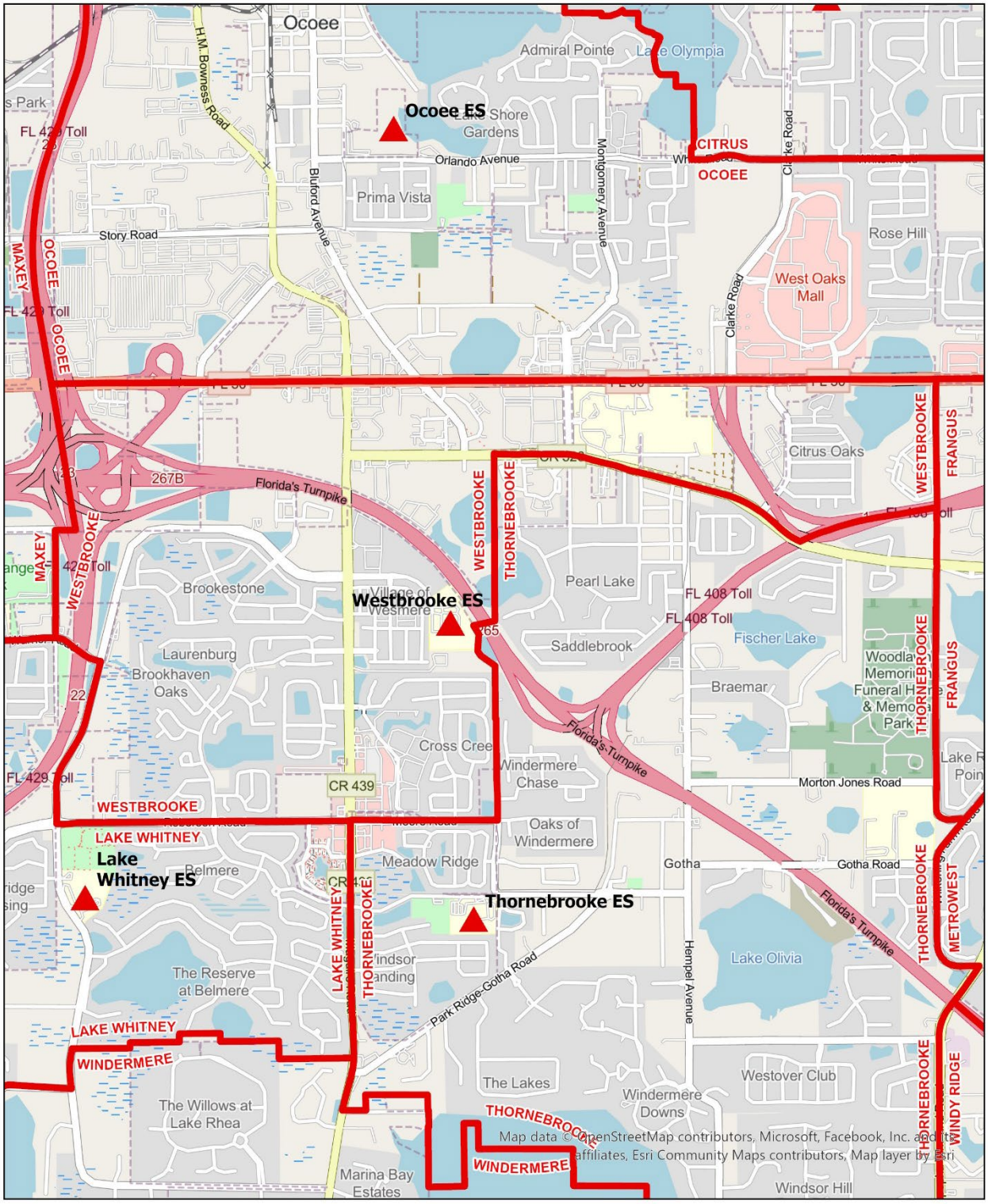
PSF Figure No. 3: Prairie Lake Elementary School Attendance Zone, 2024-2025



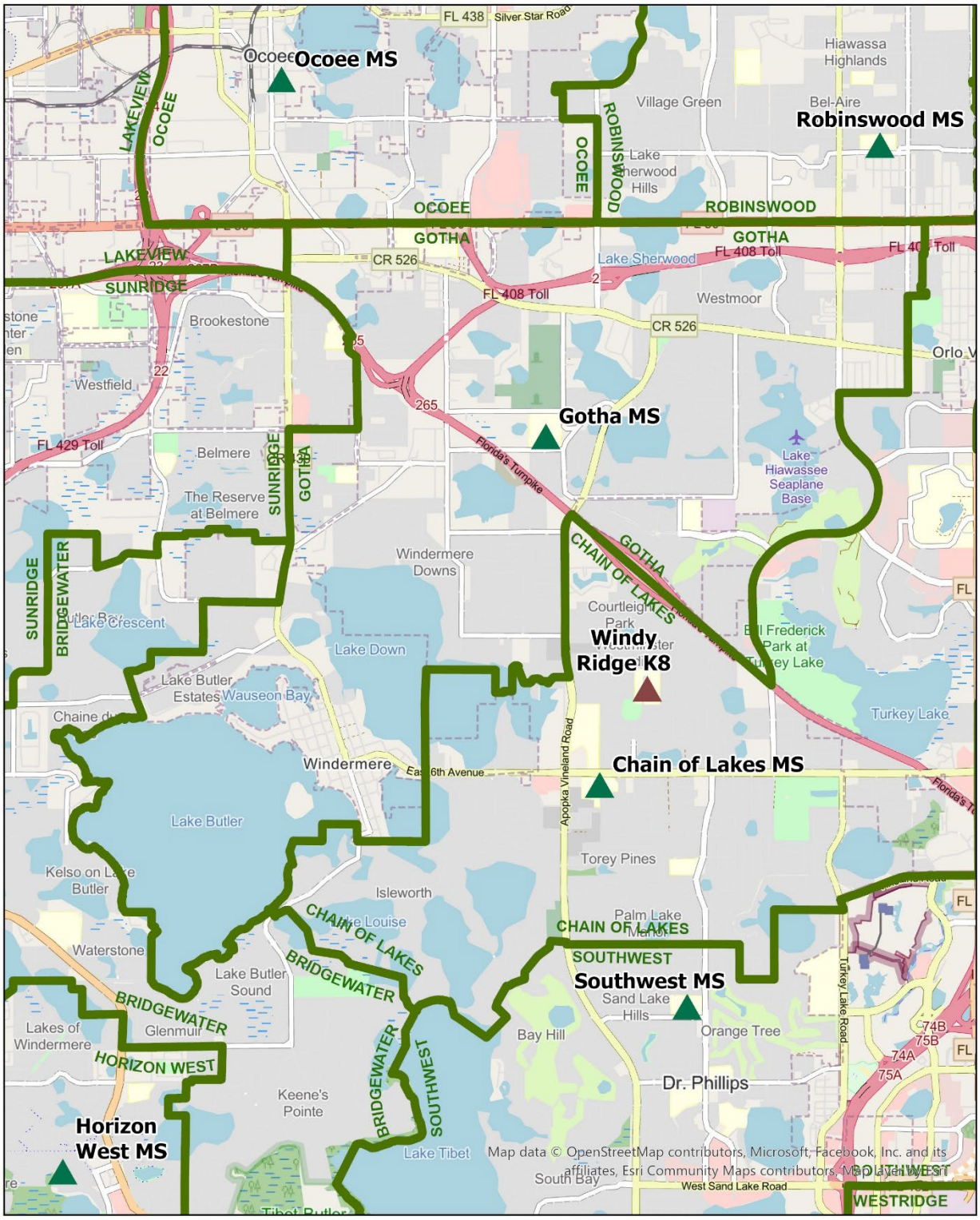
PSF Figure No. 4: Spring Lake Elementary School Attendance Zone, 2024-2025



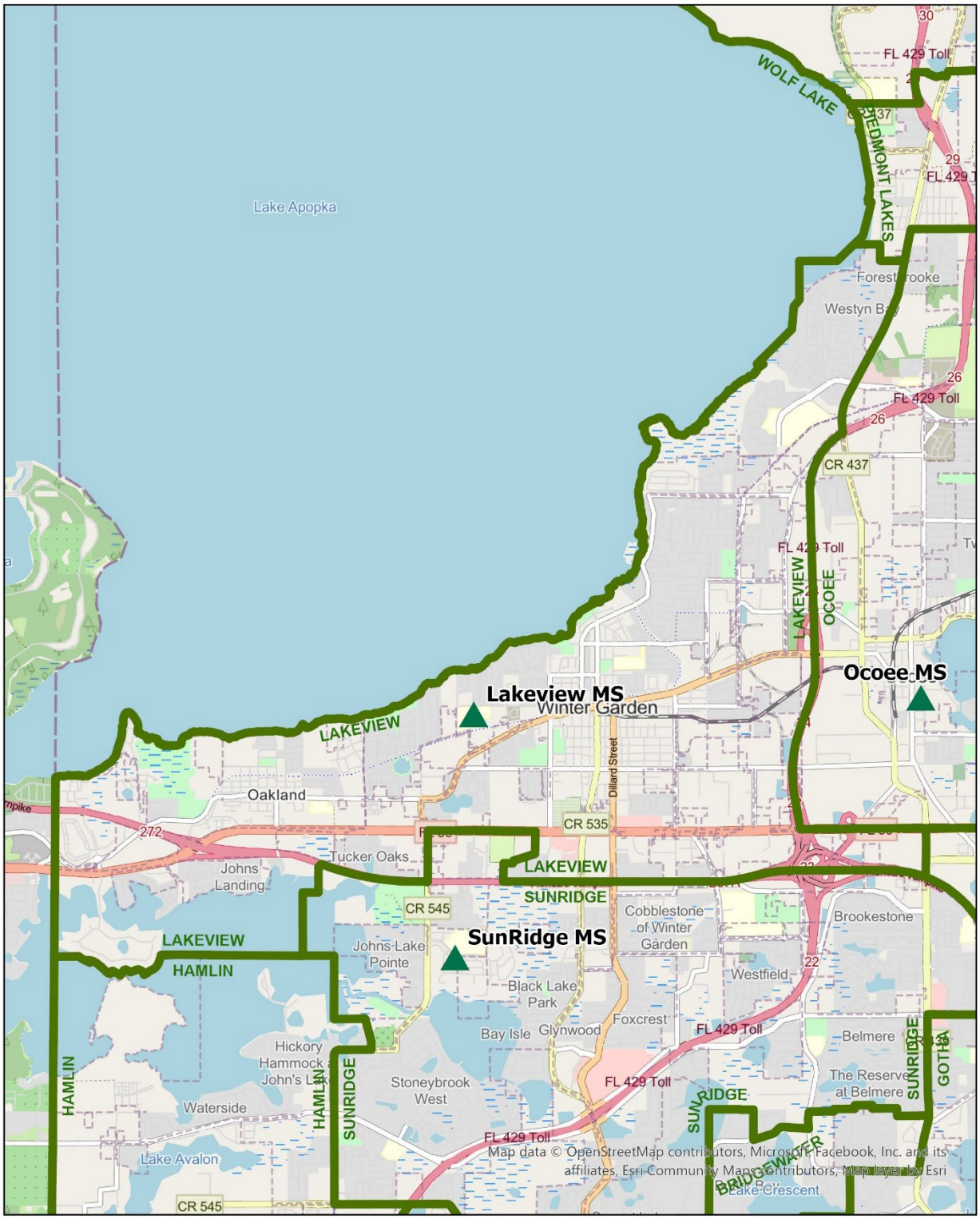
PSF Figure No. 5: Thornebrooke Elementary School Attendance Zone, 2024-2025



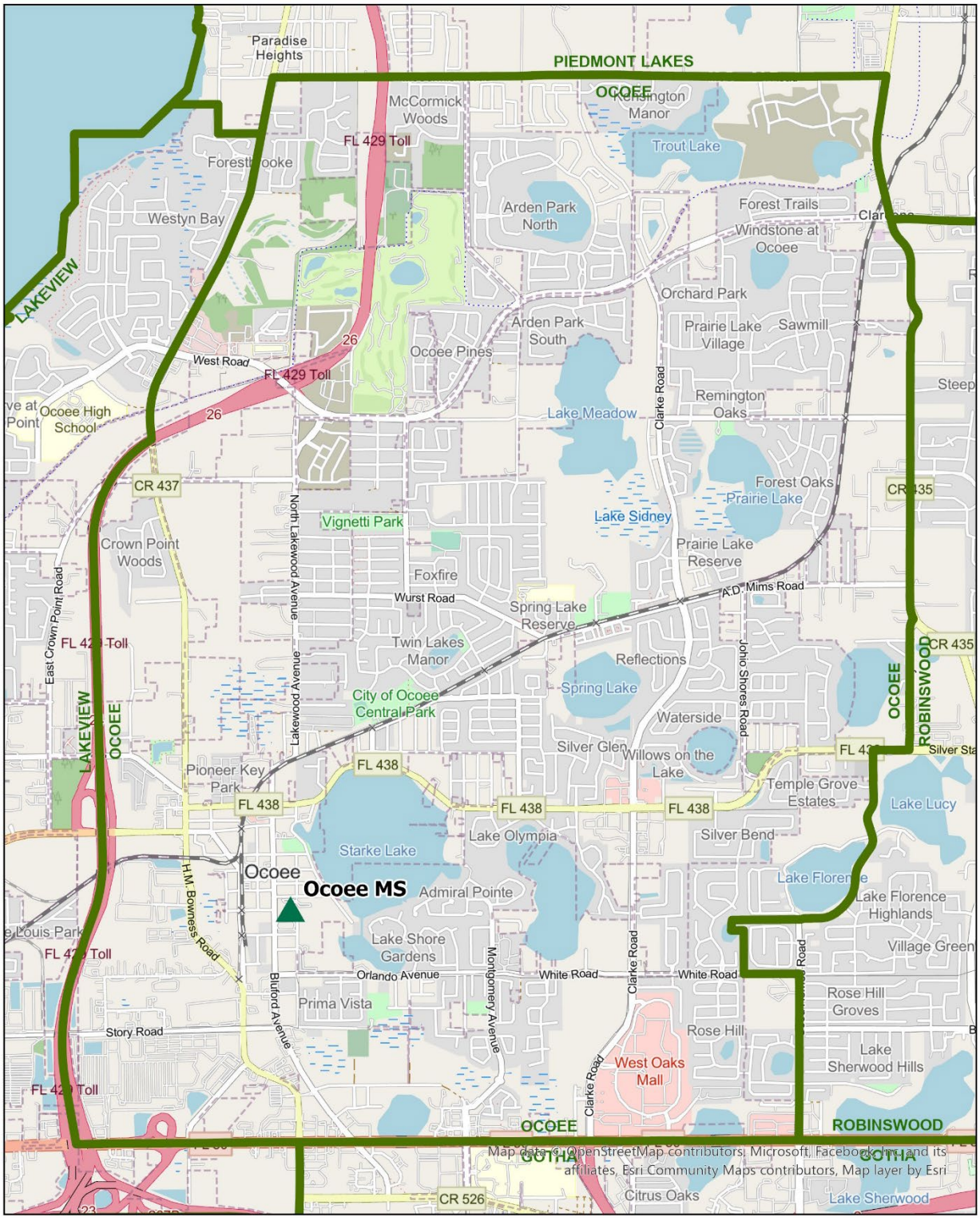
PSF Figure No. 6: Westbrooke Elementary School Attendance Zone, 2024-2025



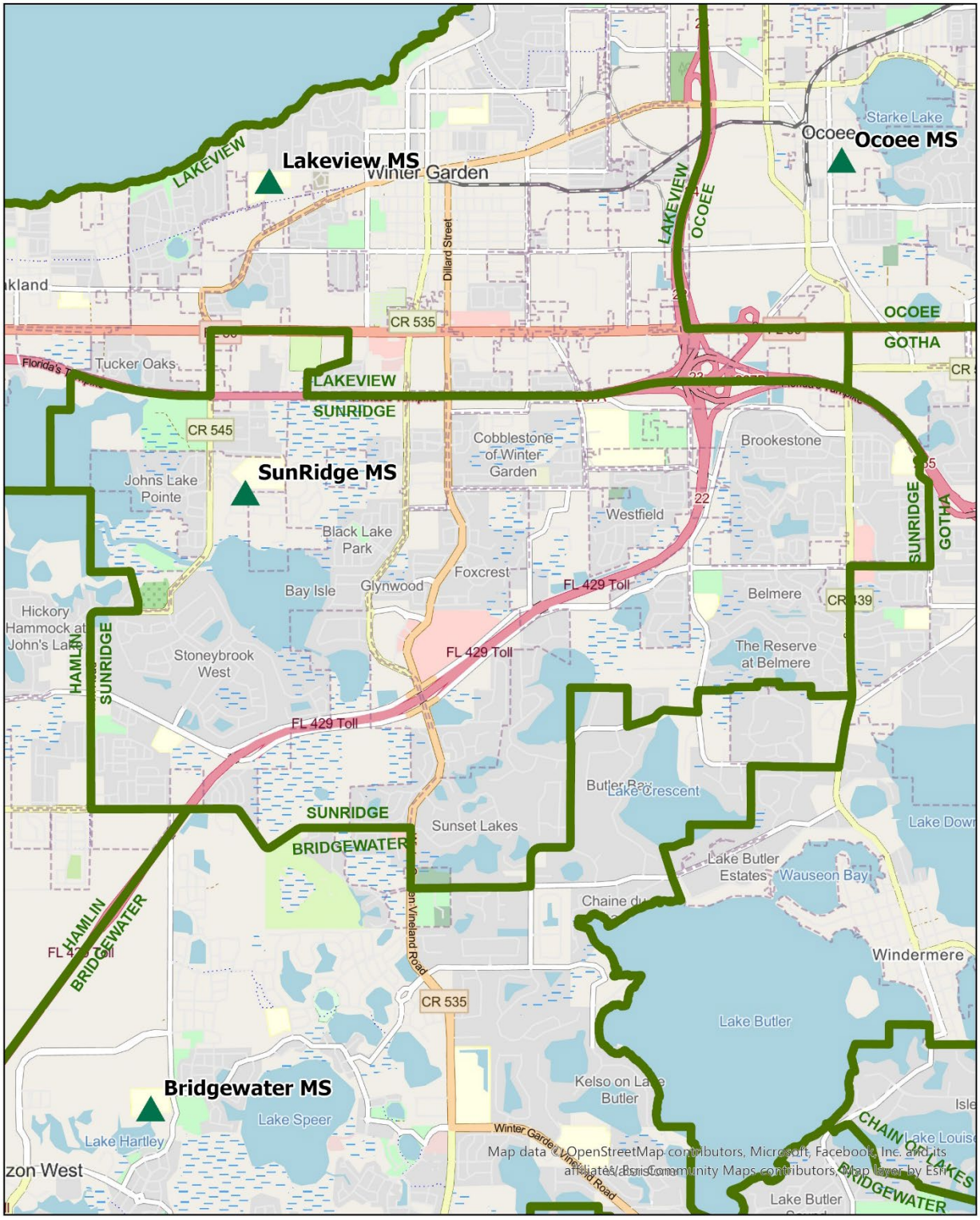
PSF Figure No. 7: Gotha Middle School Attendance Zone, 2024-2025



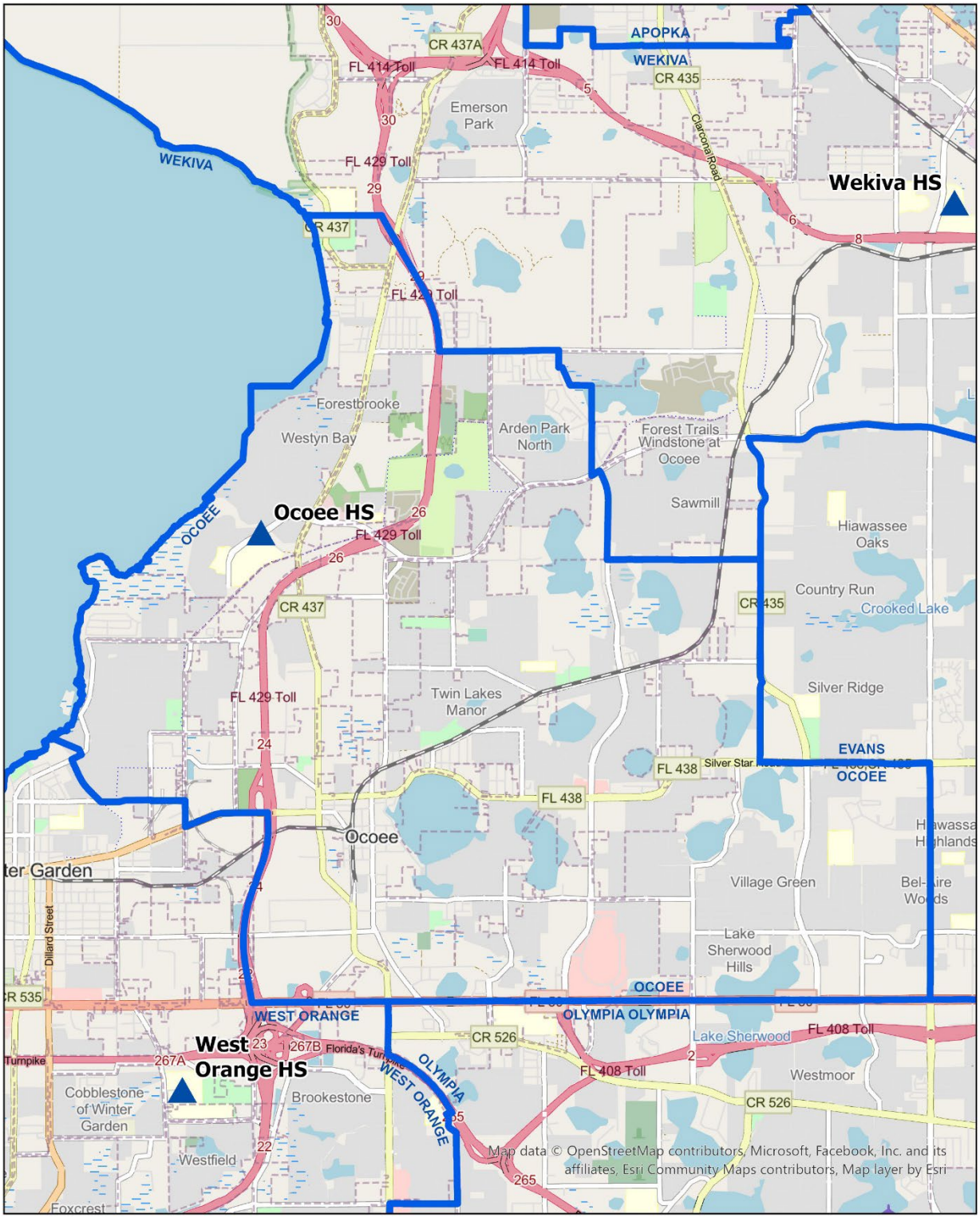
PSF Figure No. 8: Lakeview Middle School Attendance Zone, 2024-2025



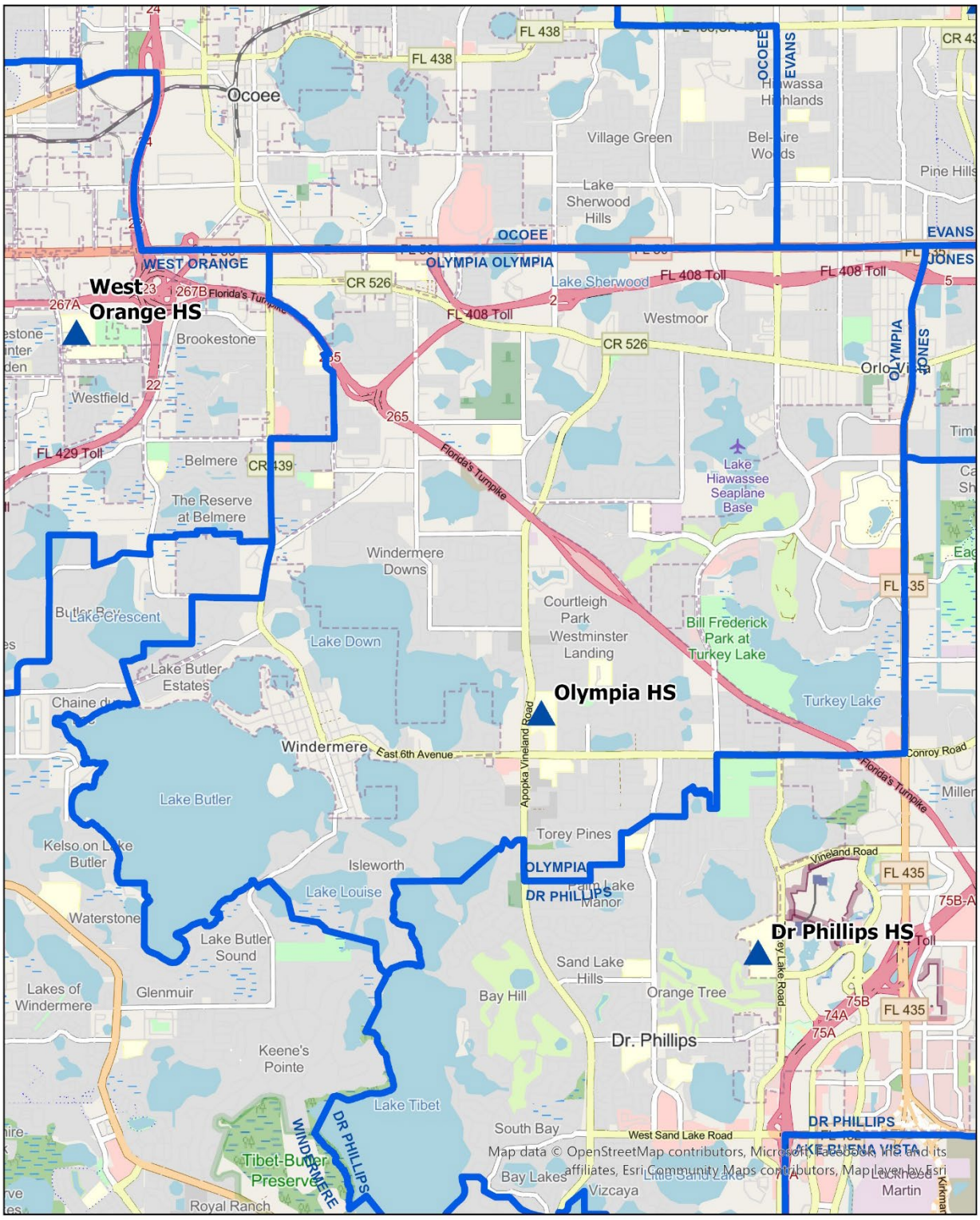
PSF Figure No. 9: Ocoee Middle School Attendance Zone, 2024-2025



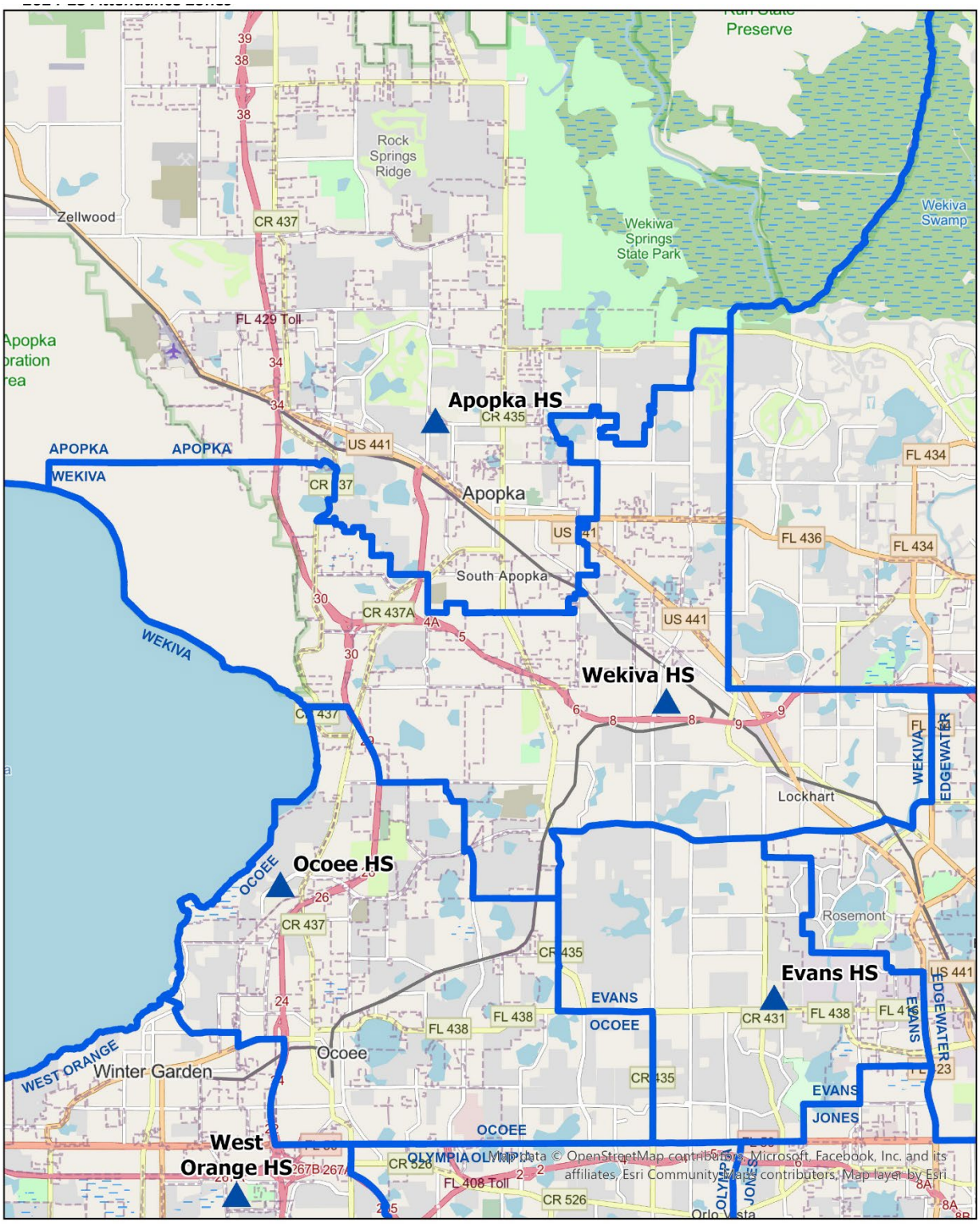
PSF Figure No. 10: Sunridge Middle School Attendance Zone, 2024-2025



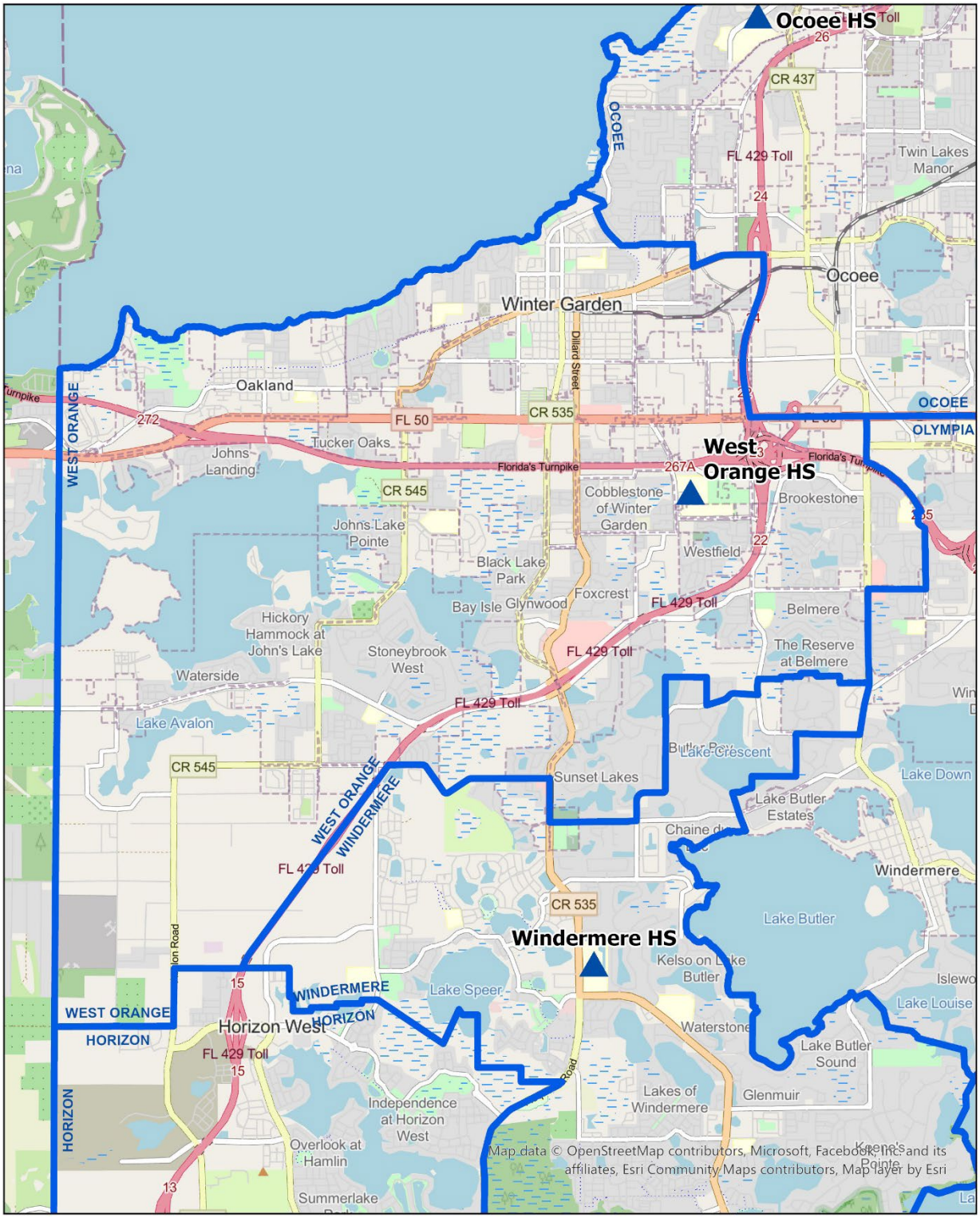
PSF Figure No. 11: Ocoee High School Attendance Zone, 2024-2025



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
CRA	Community Redevelopment Agency
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

ACRONYMS

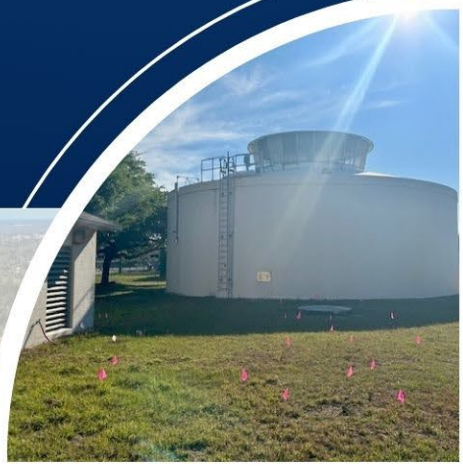
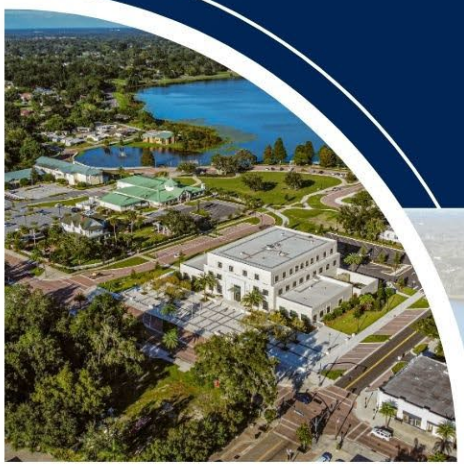
LID	Low Impact Development
LOS	Level of Service
LTS	Level of Traffic Stress
MSL	Mean Sea Level
MS4	Multiple Storm Sewer System
NHWE	Normal High Water Elevation
NPDES	National Pollution Discharge and Elimination System
NRPA	National Recreation and Parks Association
NRCS	National Resource Conservation 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 22, 2025



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ocoee
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DRAFT WATER SUPPLY PLAN

City of Ocoee Draft 10-Year Water Supply Facilities Work Plan 2025-2034

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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, and it is intended to address the 2020 Central Florida Water Initiative (CFWI) Regional Water Supply Plan (RWSP) and the 2025 RWSP update.

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 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 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 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 information provided in this Work Plan has been prepared in accordance with the above referenced statutory requirements, the 2020 CFWI RWSP, and population and demand projections presented in the 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 along the western 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 the following water and reclaimed water agreements:

- Orange County/City of Ocoee Water Service Territorial Agreement
- Orange County/City of Ocoee Wastewater Territorial Agreement
- Orange County/City of Ocoee Reclaimed Water Territorial Agreement
- Ocoee/Orange County Reclaimed Water Agreement
- Ocoee/CONSERV II wholesale agreement
- Inter-local agreement with the City of Winter Garden
- Forest Lake Golf Course Lease

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 property was purchased using Ocoee utilities funds as a reclaimed water disposal site. The property remains tied to the Ocoee WWTP FDEP wastewater permit for reclaimed water disposal, and currently contains two rapid infiltration basins (RIBs). It has also been identified in the Reclaimed Water Master Plan as the future site for a reclaimed water tank, reclaimed watermain north loop, and RIB expansion. 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 may 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 2024 the CRA updated the Ocoee CRA plan. The plan is complete and is pending Orange County approval.

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

Consumptive Use Permit (CUP)

The City maintains one (1) CUP from SJRWMD, CUP 3216, and at the time of its most recent renewal, 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 RWSP and the 2025 draft CFWI RWSP projections.

The City has several projects related to reclaimed water expansion underway that may further reduce projected potable water demands that exceed the currently CUP allocation, 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 comply with any requirements for CUP issuance with an increase in groundwater allocation are being evaluated with the CUP renewal and reclaimed water master plan updates which are currently underway.

Table 1: Projected Potable Water Demands

Year	2020 CFWI RWSP		2025 Draft RWSP		2025 – 2034 10 Year WSFWP	
	Population	Demand (MGD)	Population	Demand (MGD)	Population	Demand (MGD)
2025	44,120	4.99	40,141	4.62	40,141	4.10
2029	46,738	5.29	42,727	4.92	42,727	4.92
2034	47,671	5.38	47,508	5.46	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, an increase in groundwater allocation as permitted by SJRWMD.

Potable Water Treatment Plants and Supply Wells

Potable Water Overview

The City owns and operates two (2) water treatment plants (WTPs): 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. This well is included in the CUP and is primarily development driven; however its need for climate resiliency related to extreme storm events may result in this well being constructed sooner. This well's need is evaluated annually, and for planning purposes, construction is planned in the 6 to 10 year horizon. The Forest Oaks WTP well information is presented in **Table 2**.

Table 2: Forest Oaks Water Treatment Plant Well Summary

Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed
Forest Oaks #1	11961	7	610	1,140	800	1984	Existing
Forest Oaks #2	11962	16	147	318	2000	1984	Existing
Forest Oaks #3	11965	24	1,192	1,450	3,000	1995	Existing
Forest Oaks #4	104699	24	800	1,450	3,500	- -	Proposed

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; however, its need for climate resiliency related to extreme storm events may result in this well being constructed sooner. This well's 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 Water Plant Well Summary							
Well Number	GRS Station ID	Casing Dia. (in)	Casing Depth (ft)	Total Depth (ft)	Pump Capacity (gpm)	Year Drilled	Existing/ Proposed
South #1	11963	24	800	1,450	1,500	1991	Existing
South #2	11964	24	800	1,450	800	1996	Existing
South #3	11966	24	811	1,452	2,500	2007	Existing (Capped)

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, and
- Water loss control program.

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 are 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 the 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 existing wastewater treatment process to include advanced 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 WWTF FDEP wastewater permit. The AWT planning schedule to achieve required nitrogen reduction in wastewater treated at the Ocoee WWTF is provide din **Table 4**.

Table 4: Ocoee WWTF AWP Anticipated Schedule	
Milestone	Anticipated Completion
Site Investigations	Phase 1 FY 2024/25
Site Investigations	Phase 2 FY 2025/26
Conceptual Design/Process Selection	FY 2026/27
Preliminary Engineering	FY 2028/29
Final Design and Permitting	FY 2029/30 through FY 2030/31
Bidding	FY2031/32
Construction	FY 2032/33 through FY2034/35

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 5** 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 5: Annual Reclaimed Water Flows (in Million Gallons)						
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 6**.

Table 6: 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. Potable water and reclaimed water transmission and storage projects are listed in **Table 7**.

Table 7: Potable Water and Reclaimed Water Projects

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	-	$800,000	FY 2032
Forest Oaks WTP Floridan Aquifer Well Construction	-	$5,000,000	FY 2033
South WTP Well – Connect to WTP		$750,000	FY 2031
WWTP Projects			
WWTP Electrical Upgrade and New Building Design and Owner's Rep Consultant	$378,213.03		Design completed
WWTP Electrical Upgrade and New Building Construction (ARPA + Utility Fund)	$5,500,000	-	Under Construction, FY 2026 completion
3rd Rotor Each Ditch (ARPA)	$400,000	-	Under Construction, FY 2025 Completion
4th Rotor Each Ditch and Electrical Infrastructure	$800,000	-	FY 2028

Table 7: Potable Water and Reclaimed Water Projects			
Description	0 to 5 Years	6 to 10 years	Status
WWTP Transfer Pump Station Upgrade (ARPA)	$364,795	-	Completed
WWTP Reuse High Service Pumps (ARPA)	$227,665	-	Completed
Nitrogen Removal Design	$15,000	TBD based on scope	FY 2024 to FY 2030
Nitrogen Removal Construction	-	TBD based on selected nutrient removal	FY 2032/33 through FY2034/35
Reclaimed Water Projects			
16" Reclaimed Water Transmission Main Design OCU Interconnect	$292,994	-	Design Completed
16" Reclaimed Water Transmission Main Construction OCU Interconnect (ARPA + Utility Fund + Springs Grant)	$2,424,795	-	Under Construction, FY 2025 completion
1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station Design and Owner's Rep Consultant (ARPA + Utility Fund)	$896,569	-	Design Completed
1.5 Million Gallon Reclaimed Water Storage Tank and Pump Station with Potable Backup*	$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 Backup Supply LFA Well Design and Permitting	$250,000	-	$50,000 Budgeted in FY 25, Remainder in FY 26 Budget
North Service Area Backup Supply LFA Well and Pump Station Construction	$5,000,000		FY 28
North Service Area Repump Station and Storage Tank Feasibility Study	$50,000	$50,000	FY 26
North Service Area Repump Station and Storage Tank Design**	$500,000		FY 2028, TBD
North Service Area Repump Station and Storage Tank Construction**	$6,100,000		FY 2029, TBD

* Estimated

** Project under consideration and will only move forward if determined necessary based on reclaimed water master plan update and available funding

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.

3.0 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). CFWI projects are listed in **Table 8**.

Table 8: CFWI Projects			
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 WWTF	Phase 1: 1.5 million gallon storage tank and pump station at the Ocoee WWTF property and reclaimed water transmission main from the OCU connection point to the new tank (Transfer 1 MGD from OCU to Central Reclaim Service Area).	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 and allow for supply from additional alternative sources.	2029
New Project	A.D. Mims Road/North Johio Shores Road Reclaim Main	A.D. Mims Road/North Johio Shores Road Transmission Extension. Design FY 2028	FY 2030
New Project	South Lake Johio Road Reclaim Main	South Lake Johio Road Transmission Extension. Design FY 2028	FY 2030

4.0 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 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.

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.

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.

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.

Concurrency

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).

Level of Service

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 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 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 3.4: 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.

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.

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 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 2.4: 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 3.3: The City shall comply with St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) No. 3216.

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.

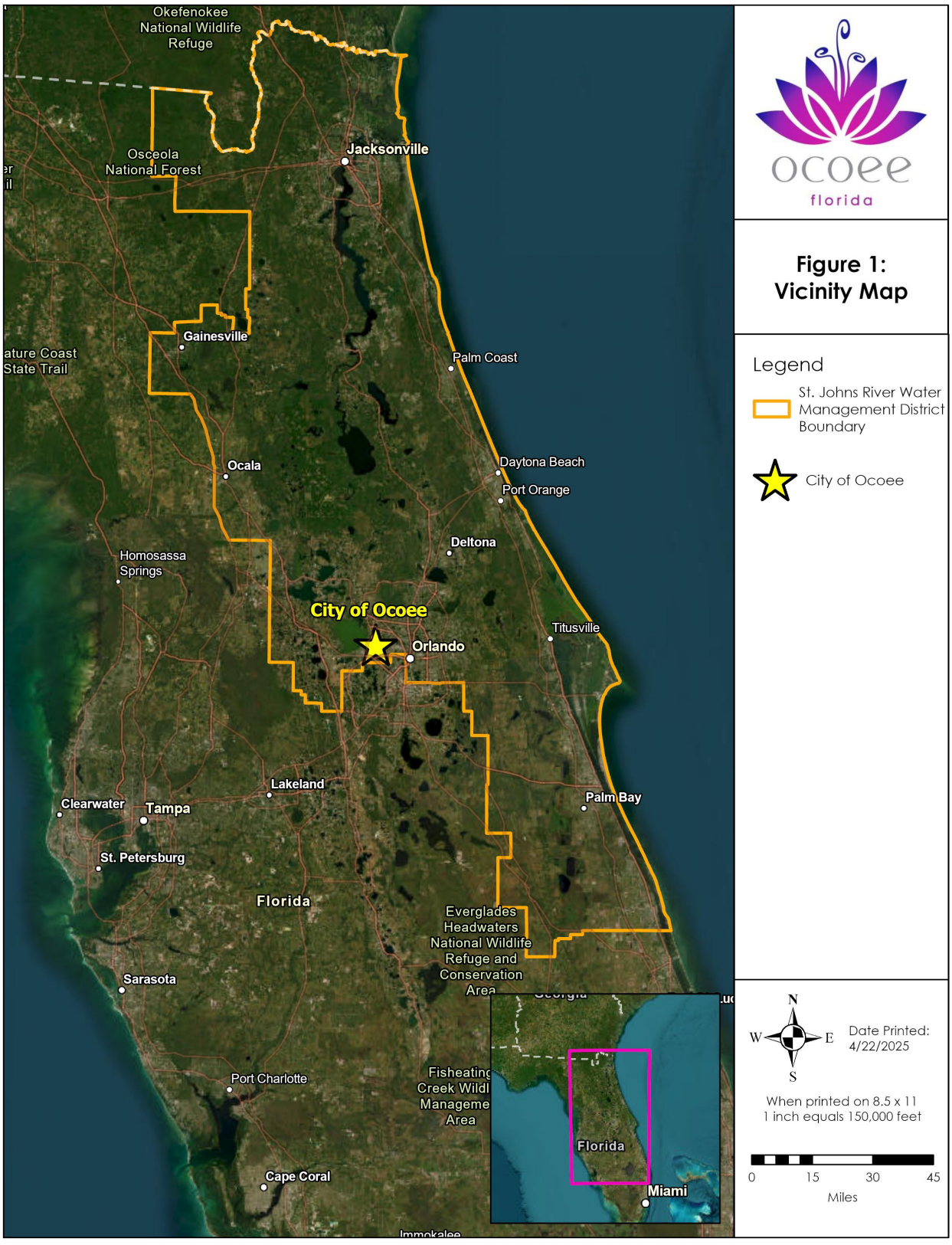
UTL Policy 4.3: The City shall adhere to SJRWMD emergency water shortage restrictions when mandated.

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
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Port Orange
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City of Ocoee
Orlando
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Lakeland
Clearwater
Tampa
Palm Bay
St. Petersburg
Florida
Everglades Headwaters National Wildlife Refuge and Conservation Area
Sarasota
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Fisheating Creek Wildl Manageme Area
Cape Coral
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Figure 1:
Vicinity Map
Legend
St. Johns River Water Management District Boundary
City of Ocoee
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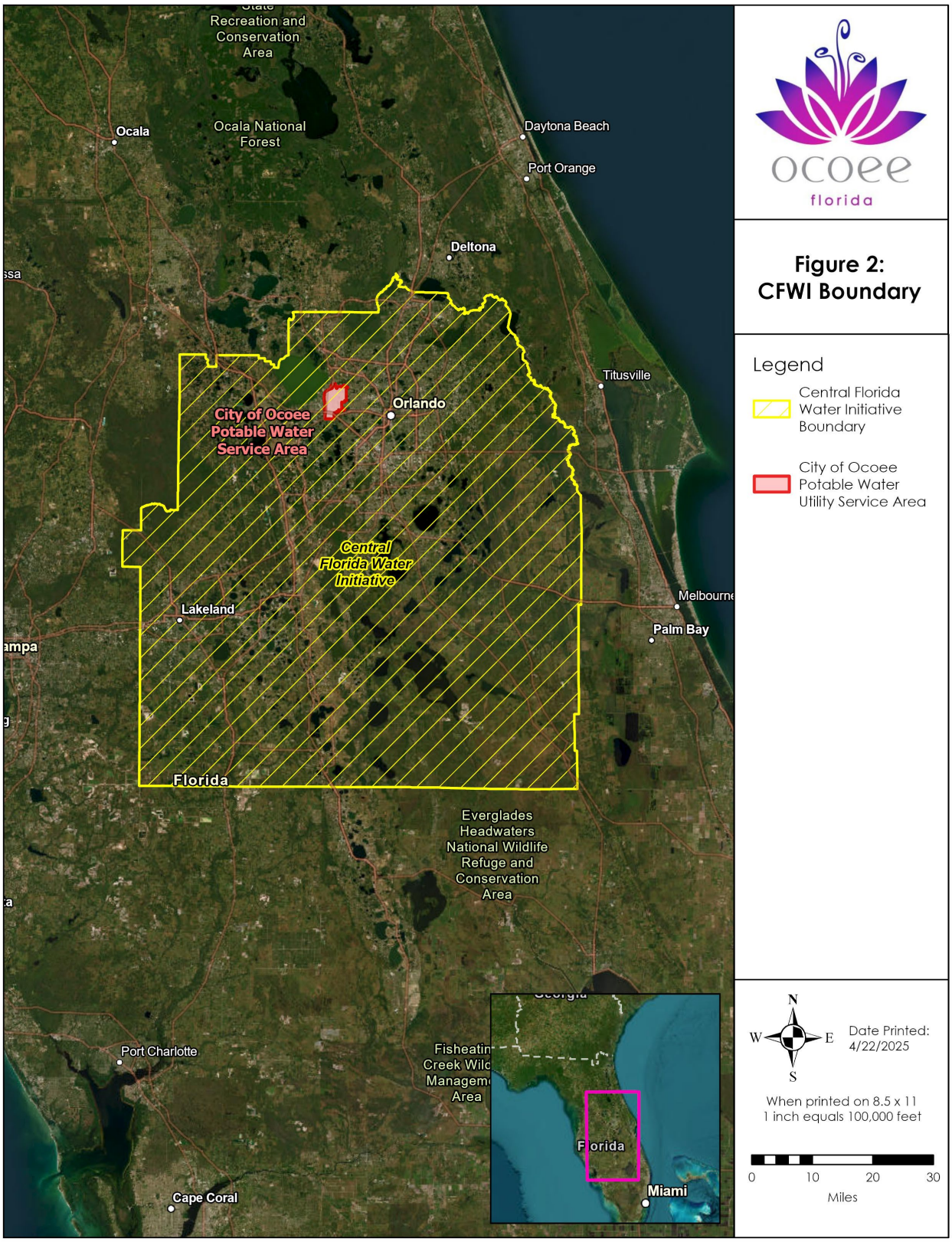
Recreation and Conservation Area
Ocala
Ocala National Forest
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Port Orange
Deltona
Titusville
Orlando
City of Ocoee Potable Water Service Area
Central Florida Water Initiative
Lakeland
Melbourne
Palm Bay
Florida
Everglades Headwaters National Wildlife Refuge and Conservation Area
Port Charlotte
Cape Coral
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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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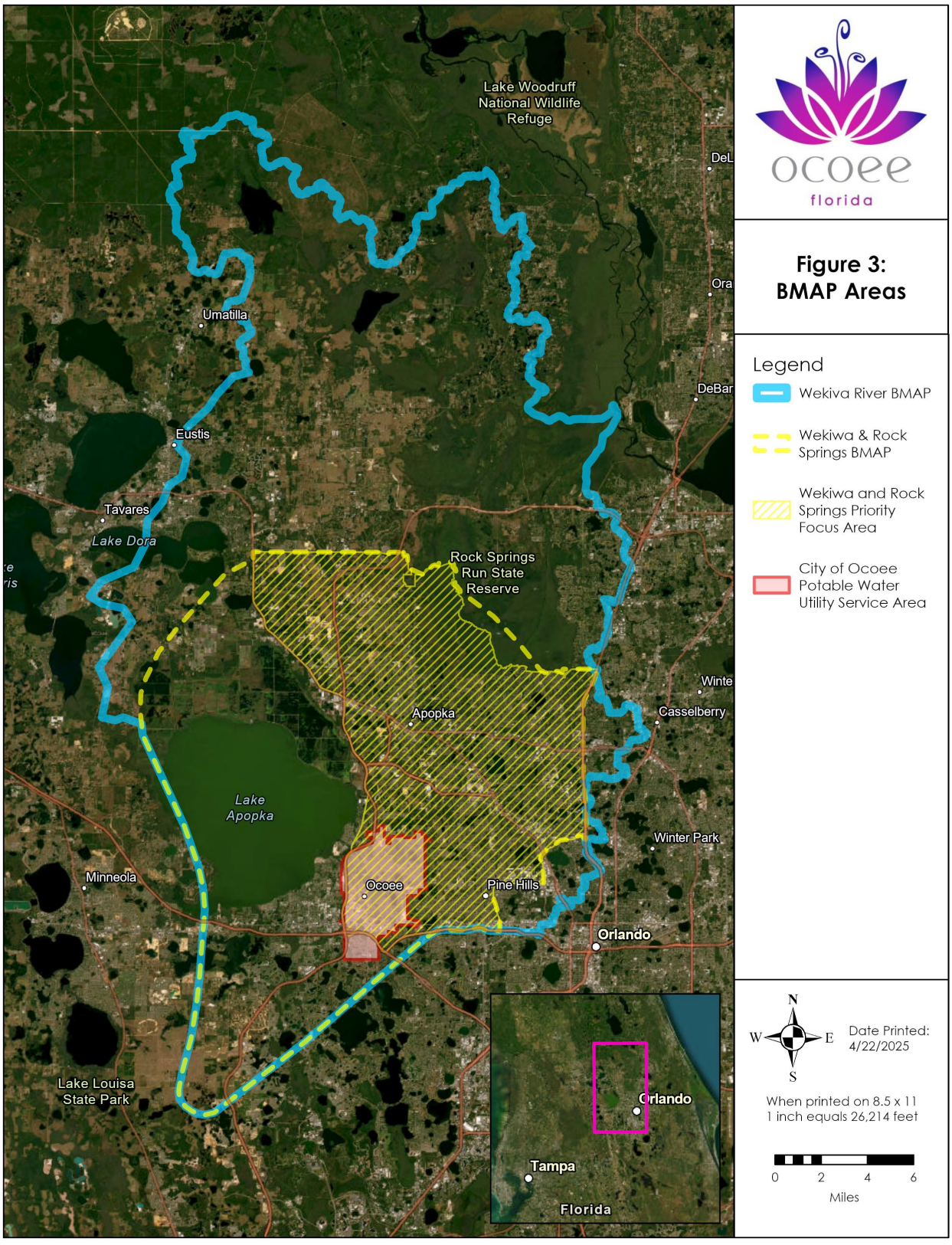
Lake Woodruff National Wildlife Refuge
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Lake Apopka
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Pine Hills
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Lake Louisa State Park
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Figure 3:
BMAP Areas
Legend
Wekiva River BMAP
Wekiwa & Rock Springs BMAP
Wekiwa and Rock Springs Priority Focus Area
City of Ocoee Potable Water Utility Service Area
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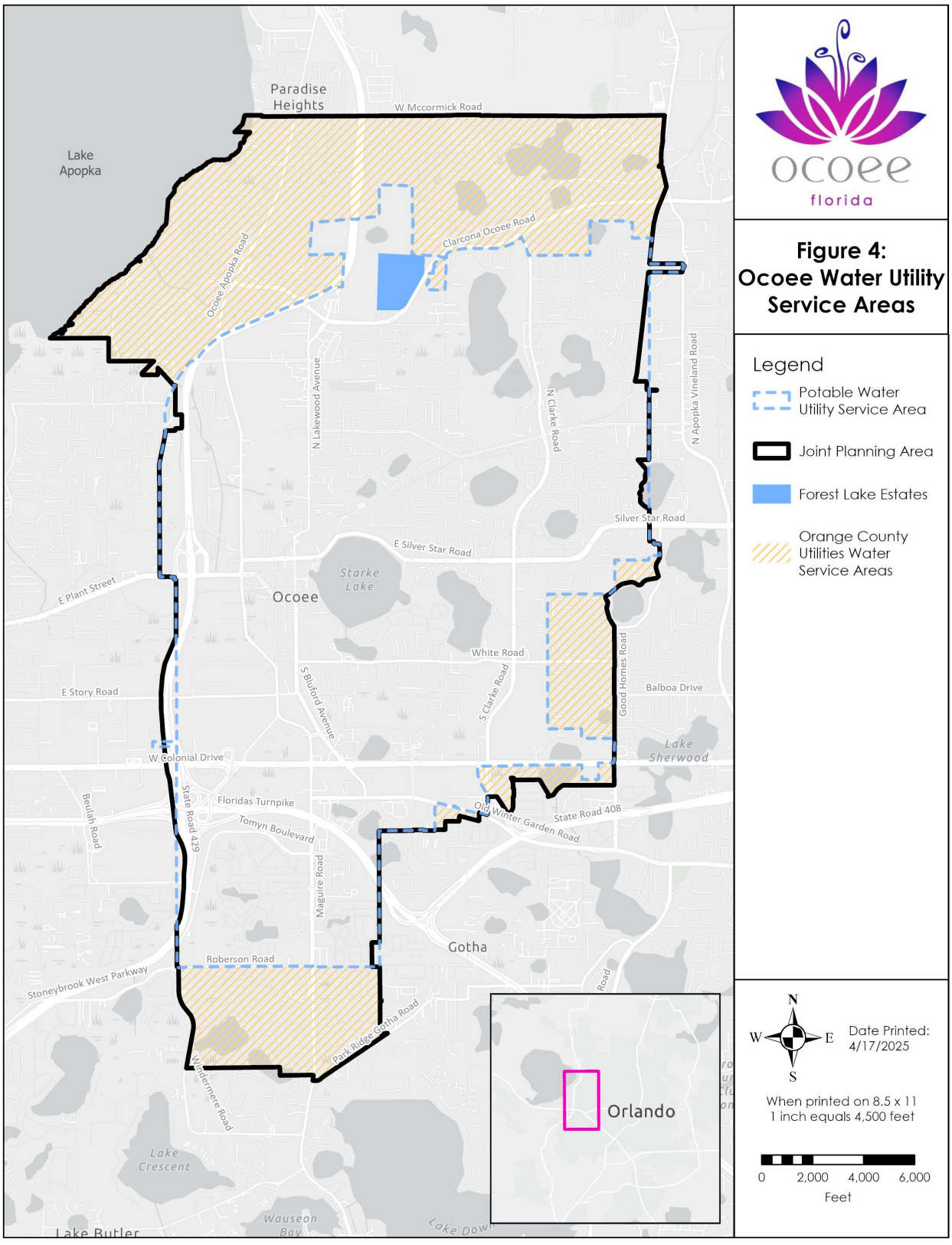
Paradise Heights
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S Clarke Road
Good Homes Road
Balboa Drive
Lake Sherwood
W Colonial Drive
Floridas Turnpike
State Road 429
Beulah Road
Tomyn Boulevard
Old Winter Garden Road
State Road 408
Maguire Road
Gotha
Roberson Road
Stoneybrook West Parkway
Park Ridge Gotha Road
Windermere Road
Lake Crescent
Wauseon Bay
Lake Butler
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Figure 4:
Ocoee Water Utility Service Areas
Legend
Potable Water Utility Service Area
Joint Planning Area
Forest Lake Estates
Orange County Utilities Water Service Areas
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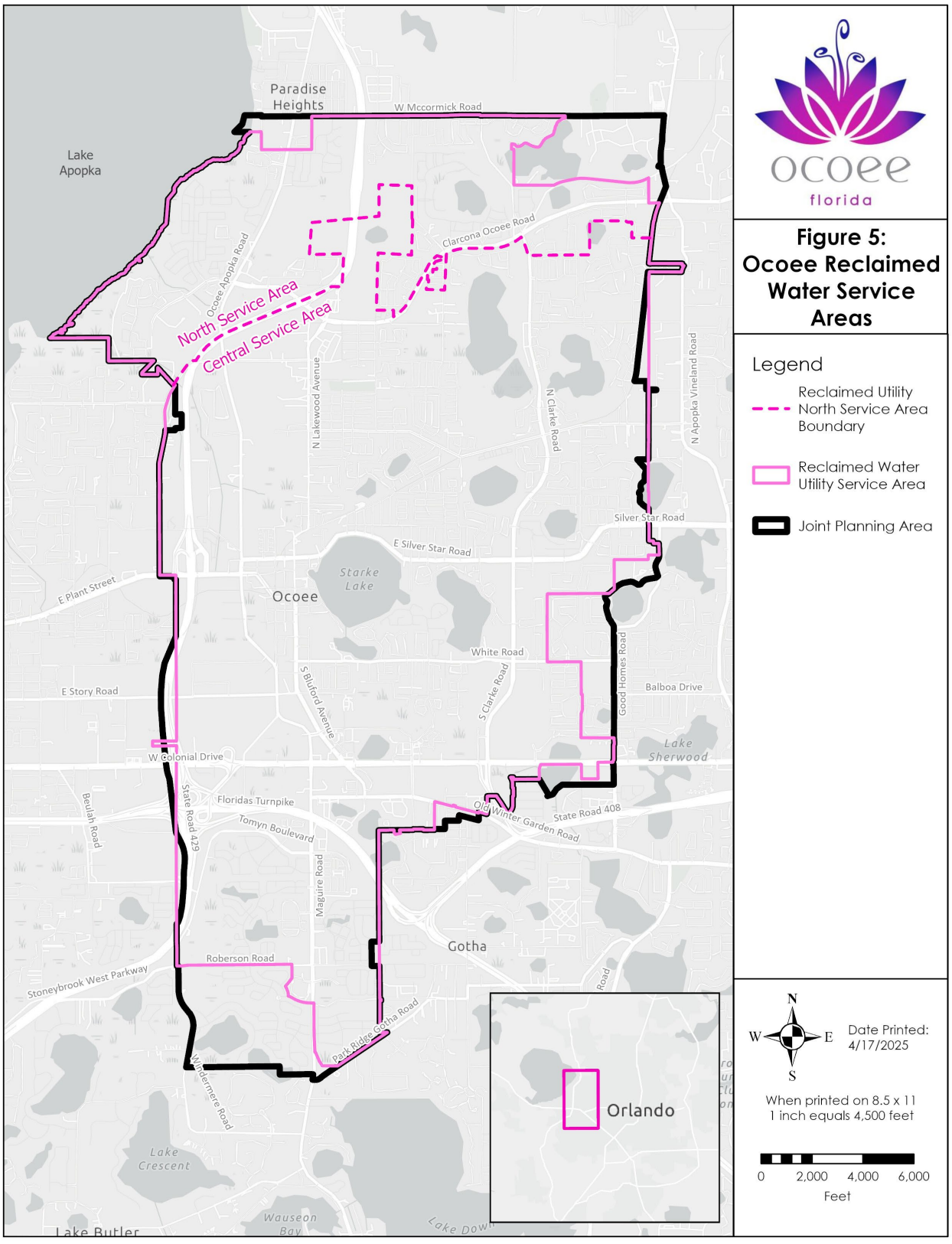
Paradise Heights
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Ocoee Apopka Road
Clarcona Ocoee Road
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Central Service Area
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N Clarke Road
N Apopka Vineland Road
Silver Star Road
E Silver Star Road
Starke Lake
Ocoee
E Plant Street
White Road
E Story Road
S Bluford Avenue
S Clarke Road
Good Homes Road
Balboa Drive
Lake Sherwood
W Colonial Drive
Floridas Turnpike
State Road 429
Beulah Road
Tomyn Boulevard
Old Winter Garden Road
State Road 408
Maguire Road
Gotha
Roberson Road
Stoneybrook West Parkway
Park Ridge Gotha Road
Windermere Road
Lake Crescent
Wauseon Bay
Lake Butler
Orlando
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Figure 5:
Ocoee Reclaimed Water Service Areas
Legend
Reclaimed Utility North Service Area Boundary
Reclaimed Water Utility Service Area
Joint Planning 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, JULY 15, 2025**, at **6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold the **SECOND 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:
June 26, 2025

447719-1

STAFF REPORT

Meeting Date: July 15, 2025
Item #: 12

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Adoption of the Amended and Restated Final Resolution Pertaining to Fire Protection Assessments for Fiscal Year 2025–2026. (Assistant City Manager Rumer)

Background Summary: The City currently charges fire protection service assessments within its incorporated boundaries pursuant to a methodology established in a study conducted by Anser Advisory, formerly known as Government Services Group (GSG), dated August 2013. Section 2.08 of the City's Fire Protection Assessment Ordinance, adopted as Ordinance No. 2013-010 on August 6, 2013, sets forth the procedure for determining the Fire Protection Assessment for each subsequent fiscal year.

Since 2014, an annual fire protection assessment has been imposed pursuant to Ordinance No. 2014-008 at a rate of $69.50 per fire protection unit. For Fiscal Year 2025, the $69.50 rate generated approximately $2.1 million for fire protection services. These revenues account for approximately 17.97% of the Fire Department's total adopted budget of $13,197,529 for the fiscal year. It should be noted that fire protection assessments are applied exclusively to fire protection services, including capital expenditures, and do not include emergency medical services (EMS) or ambulatory transport operations.

To ensure the Fire Protection Assessment program remains current, equitable, and legally defensible, the City has retained Anser Advisory to assist with an update of the program for Fiscal Year 2025–2026. As part of this effort, Anser Advisory has prepared a new City of Ocoee Fire Assessment Memorandum, which includes the following components:

- A general description of the fire protection services, facilities, and programs to be provided;
- The Fire Protection Assessed Cost for FY 2026, representing the portion of the Fire Department's budget eligible portion of the Fire Department's budget eligible to be funded through the assessment.
- The proposed assessment rates for the upcoming fiscal year.

The primary objectives of this update are to:

1. Develop pro forma budgets and corresponding assessment rates for FY 2025–26; and
2. Ensure the program's continued compliance with current legislative requirements and applicable case law governing the legal enforceability of non-ad valorem assessments.

As part of the update, Anser Advisory has calculated revised assessment rates and classifications necessary to fully fund the assessable costs associated with providing fire protection services within the City. Notably, while the analysis identifies the funding needed to fully support these services, the City retains discretion—

based on policy direction—to fund all or only a portion of these costs through fire assessments.

Additionally, the memorandum outlines the methodology used to identify the total assessable cost of providing fire protection services (net of other revenue sources), and to allocate those costs to the properties that receive a special benefit from such services.

Finally, the updated assessment study establishes a proposed new maximum rate of $386.75 per fire protection assessment unit, which represents the full funding level required to support the Fire Department's total projected expenditures for FY 2026.

On May 20, 2025, the City Commission approved Resolution 2025-05, which set the initial maximum rate at $139.23 per fire protection unit—representing approximately 36% of the funding for fire protection services. The actual rate will be established with the adoption of this resolution. The Commission can lower the rate to any amount under $139.23; However, the Commission cannot raise the rate above the published rate.

Staff recommends the Commission adopt the Amended and Restated Final Assessment Resolution for Fire Assessments at a maximum rate at $139.23 per fire protection unit. This document serves as the Amended and Restated Final Assessment Resolution as defined in Section 77-1 of the Code of Ordinances. This increase would generate an estimated additional $2–$2.1 million in revenue for FY 2026. Even with this proposed increase, the assessment remains modest in light of projected Fire Department expenditures, which are expected to rise to $15.5–$16 million in each of the next five years.

This projection reflects:

- Continued growth in personnel-related costs,
- Scheduled vehicle replacements and station construction and upgrades, and
- Inflationary pressure on operational line items.

Maintaining current funding levels and relying primarily on ad valorem (property) taxes to cover assessable fire protection expenditures is becoming increasingly unpredictable due to changes in traditional state revenue sources. Most recently, Florida voters approved Amendment 5 in the November 2024 election, which provides for an annual inflation-based adjustment to the second $25,000 homestead exemption for non-school property taxes. As this exemption grows with the Consumer Price Index (CPI), it reduces the City's ability to generate consistent revenue from property taxes—particularly during periods of high inflation—while the cost of providing essential services such as fire protection continues to rise.
Given these constraints, adopting a more stable, transparent, and equitable funding mechanism—such as an updated and legally defensible fire assessment—ensures that all property owners who benefit from fire protection services contribute fairly to their cost. Unlike property taxes, fire assessments are based on the benefit received, not property value, meaning every parcel pays a share that reflects its service demand.
Key benefits of updating the fire assessment now include:

- Predictable Revenue**:** A fire assessment provides a dedicated and stable source of funding, reducing dependency on fluctuating tax revenues and state aid.
- Transparency: The revenue generated is reported in the City Auditor's Annual Financial Report submitted to the State of Florida Department of Financial Services as a line item.
- Fair Cost Distribution**:** Assessments are applied uniformly to all properties based on the level of service provided, ensuring equity across the city.
- Strategic Fiscal Planning**:** Establishing appropriate assessment rates today reduces the risk of larger, more burdensome increases in the future as service demands and costs grow.

Issue:
Should the Honorable Mayor and City Commissioners Adopt the Amended and Restated Final Assessment Resolution for the FY 25-26 Fire Protection Assessments providing a rate increase from $69.50 to $139.23 per fire protection unit?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners Adopt the Amended and Restated Final Assessment Resolution for the FY 25-26 Fire Protection Assessments, with a rate increase from $69.50 to $139.23 per fire protection unit.

Attachments:
1. Amended Restated FAR
2. Final Ocoee Fire Assessment Memorandum

Financial Impacts:
Adoption of Resolution with a rate increase to $139.32 will provide an additional $2,006,712.00 in defined Fire Protection service funding.

Type of Item: Public Hearing

CITY OF OCOEE, FLORIDA

AMENDED AND RESTATED
FINAL ASSESSMENT RESOLUTION

ADOPTED JULY 15, 2025

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RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS THROUGHOUT THE CITY OF OCOEE; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF OCOEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT, SEVERABILITY, CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee, Florida, has enacted Ordinance No. 2013-010 (the "Ordinance"), as codified in Chapter 77 of the City of Ocoee Codes of Ordinances, which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the reimposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to reimpose a Fire Protection Assessment within the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2025;

WHEREAS, the City Commission, on May 20, 2025, adopted Resolution No. 2025-05 (the "Amended and Restated Initial Assessment Resolution") containing and referencing a brief and general description of the fire protection facilities and services to be provided to Assessed Property, describing the method of apportioning the Fire Protection Assessed

Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property, estimating a rate of assessment, and directing the updating and preparation of the Assessment Roll, provision of published and mailed notice required by the Ordinance;

WHEREAS, pursuant to the Ordinance, the City Commission is required to confirm or repeal the Amended and Restated Initial Assessment Resolution, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B;

WHEREAS, a public hearing was held on July 15, 2025, and comments and objections of all interested persons were heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Protection Assessment Ordinance (Ordinance No. 2013-010), as amended and codified in Chapter 77 of the City of Ocoee Codes of Ordinances (the “Ordinance”); Resolution No. 2025-05 (the "Amended and Restated Initial Assessment Resolution"); the

City of Ocoee Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION.

(A) This resolution constitutes the Amended and Restated Final Assessment Resolution as defined in Section 77-1 of the Ordinance.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance and the Amended and Restated Initial Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise. Words imparting the singular number, include the plural number, and vice versa.

SECTION 3. REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.

(A) The parcels of Assessed Property included in the Assessment Roll which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Amended and Restated Initial Assessment Resolution in the amount of the Fire Protection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. Additionally, the Assessment Roll, as approved, includes those Tax Parcels of Assessed Property that cannot be set forth in that Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt “home addresses.”

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefitted by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution.

(C) Adoption of this Amended and Restated Final Assessment Resolution constitutes a legislative determination that all parcels of Assessed Property derive a special benefit, as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution, from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(D) The method for computing Fire Protection Assessments described and referenced in the Amended and Restated Initial Assessment Resolution is hereby approved.

(E) For the Fiscal Year beginning October 1, 2025, the updated Fire Protection Assessed Cost to be assessed and apportioned is estimated to be $4,496,156.00. The assessment rate to be assessed against benefitted property to generate the Fire Protection Assessed Cost for the Fiscal Year beginning October 1, 2025, is hereby established as $139.23 per Net Fire Protection Unit.

(F) The above rate of assessment is hereby approved. Except as otherwise provided herein, Fire Protection Assessments for fire protection services, facilities, and

programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property included in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

(G) The following exemptions are approved for the Fire Protection Assessment program:

(1) No Fire Protection Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, and obtained by foreclosure or a deed in lieu of foreclosure shall not be exempted from the Fire Protection Assessment.

(2) In accordance with Section 170.01(4), Florida Statutes, no Fire Protection Assessment shall be imposed against any: (i) Land that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes; or (ii) Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of $10,000 as determined by the Property Appraiser and is not a Pole Barn.

(3) No Fire Protection Assessment shall be imposed on Buildings of Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law.

(H) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from

the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(I) As authorized in Section 77-17 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Amended and Restated Final Assessment Resolution based upon the rates of assessment approved herein.

(J) As provided in the Ordinance, Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 4. COLLECTION OF ASSESSMENTS.

(A) The Fire Protection Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 77-18 of the Ordinance.

(B) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

(C) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C. The Property Appraiser and Tax Collector shall apply the Fire Rescue Assessment Rates approved herein to any Tax Parcels of Assessed Property with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes.

SECTION 5. CONFIRMATION OF AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION. The Amended and Restated Initial Assessment Resolution is hereby ratified and confirmed.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Amended and Restated Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Amended and Restated Final Assessment Resolution.

SECTION 7. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this resolution.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This Amended and Restated Final Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of July, 2025.

ATTEST:

Melanie Sibbitt, MMC, City Clerk

APPROVED:
CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

(SEAL)

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

FISHBACK DOMINICK

By:_____
Richard S. Geller, City Attorney

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Craig Shadrix and Sandi Neubarth, who, after being duly sworn, depose and say:

1. Craig Shadrix, as City Manager of the City of Ocoee, Florida (the "City"), pursuant to the authority and direction received from the City Commissioners, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Chapter 77 of the City of Ocoee Code of Ordinances (the "Ordinance") in conformance with the Amended and Restated Initial Assessment Resolution No. 2025-05 adopted by the City Commission on May 20, 2025 (the "Amended and Restated Initial Assessment Resolution").

2. Sandi Neubarth is the Director for Accenture Infrastructure & Capital Projects, LLC (“Accenture”). Accenture has caused the notices required by Section 77-9 of the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Accenture has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners

have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before June 24, 2025, Accenture caused the mailing of the above-referenced notices in accordance with Section 77-9 of the Ordinance and Section 15 of the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Orange County Property Appraiser for the purpose of the collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

_____
Craig Shadrix, affiant

_____
Sandi Neubarth, affiant

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit of Mailing was sworn to before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by Craig Shadrix, City Manager, City of Ocoee, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

_____
Printed Name:_____
Notary Public, State of Florida
At Large
My Commission Expires:_____
Commission No.:_____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Sandi Neubarth, Director, Accenture Infrastructure and Capital Projects, LLC, a Delaware limited liability company. She is personally known to me or has produced _____ as identification and did take an oath.

_____
Printed Name:_____
Notary Public, State of Florida
At Large
My Commission Expires:_____
Commission No.:_____

APPENDIX B

PROOF OF PUBLICATION

Orlando Sentinel
MEDIA GROUP

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
City of Ocoee - CU00104366
1 North Bluford Avenue
OCOEE, FL, 34761-2258

Bill To:
City of Ocoee - CU00104366
1 North Bluford Avenue
OCOEE, FL, 34761-2258

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jun 24, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 27 day of June, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7833021

APPENDIX C

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the City of Ocoee, or authorized agent of the City of Ocoee, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire protection services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Orange County Tax Collector by September 15, 2025.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Orange County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2025.

THE CITY OF OCOEE, FLORIDA

By:_____
Mayor

[to be delivered to Tax Collector prior to September 15]

City of Ocoee, Florida

Fire Assessment Memorandum

MAY 2025

Presented by:
Anser Advisory Consulting, LLC
3700 Esplanade Way, Suite 100
Tallahassee, Florida 32311
(850) 681-3717 (Office)

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Introduction

Anser Advisory Consulting, LLC, formerly known as Government Services Group, Inc., (Anser) specializes in government finance and taxation issues by working with cities, counties, special districts and state agencies to develop unique funding and service delivery solutions for critical infrastructure and service needs. Anser has developed extensive experience in structuring and implementing alternative revenue sources in Florida.

The City of Ocoee (City) has entered into a professional services agreement with Anser to assist the City in updating the City's existing fire assessment program for Fiscal Year 2025-26 (Fire Assessment Project). This update is to (1) provide proforma budgets and assessment rates for Fiscal Year 2025-26 and (2) ensure continued legal defensibility related to recent legislation and case law decisions.

This document is the Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the scope of services.

The City currently imposes fire assessments within the incorporated area based on a prior study conducted by Anser in August 2013. The fire assessment rate imposed for Fiscal Year 2024-25 was $69.50 per fire protection unit. This assessment rate generated approximately $2,425,000 in revenue for Fiscal Year 2024-25.

The work effort to update the fire special assessment program required the calculation of assessment rates and classifications required to fully fund the identified assessable costs to provide fire services within the City for Fiscal Year 2025-26. However, the City has the choice of funding all or only a portion of the assessable costs based on policy direction. In addition, the work effort recorded in this Assessment Memorandum required the identification of the full costs of assessable fire services (minus all revenues) and the allocation of those costs to properties that specially benefit from the provision of such fire services.

OBJECTIVES

The City retained Anser to update the City's existing fire services special assessment program that is capable of funding all of the assessable costs associated with providing fire services. The collection of the fire assessment using the property tax bill collection process is described in section 197.3632, Florida Statutes (Uniform Method). Because the fire assessment will be collected using the Uniform Method, the data available on the ad valorem tax roll was used to develop the Fiscal Year 2025-26 assessment program, as well as the subsequent years' programs.

The fire non-ad valorem assessments must meet the Florida case law requirements for a valid special assessment. These requirements include the following:

1. The service provided must confer a special benefit to the property being assessed; and
2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

The work effort of this project required the evaluation of data obtained from the City to develop a fire assessment program that focuses upon the proposed Fiscal Year 2025-26 assessable cost calculations. The objectives of this effort were to:

- Determine the full costs of providing fire services within the City.
- Review such final cost determination with the City to determine which elements provide the requisite special benefit to the assessed properties.
- Determine the relative benefit anticipated to be derived by property classes within the City from the delivery of fire services.
- Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within the City.
- Calculate assessment rates for Fiscal Year 2025-26 based on the Fiscal Year 2024-25 adopted budget.
- Ensure that the recommended assessment rates conform to the statutory requirements of the Uniform Method.

Service Description and Assessable Cost Calculations

SERVICE DELIVERY DESCRIPTION

The City of Ocoee's Fire Rescue Department facilities inventory is comprised of four fire rescue stations. Table 1 identifies the Fire Rescue Department's buildings/facilities inventory, as well as the corresponding physical location address for the facility.

Table 1
Fire Rescue Department Buildings/Facility Inventory

Station	Address
Station 25	563 S. Bluford Ave Ocoee, FL 34761
Station 26	1500 N. Clarke Rd Ocoee, FL 34761
Station 38	1910 Adair St Ocoee, FL 34761
Station 39	2500 Maguire Rd Ocoee, FL 34761

Source: City of Ocoee (2025)

The Fire Rescue Department provides standard fire suppression, advanced life support (ALS) emergency medical rescue services, hazmat response, state disaster response, emergency management and disaster preparedness, fire prevention, and safety education.

The City has an Automatic Aid agreement with Orange County for fire rescue services. The City also has an agreement for dispatch services with Orange County.

Additionally, the City has an agreement with the City of Windermere to provide fire protection services to their residents. The City is under contract, and is compensated, to provide these services.

Tables 2 through 5 outline the Fire Rescue Department's current service operations and service components. Table 2 outlines the Fire Rescue Department's organizational structure. Table 3 describes the normal staffing for each apparatus. This information is used in the development of the Administrative Factor, as further discussed in the "Development of Factors" section of this Assessment Memorandum.

Table 4 lists the location and the fire flow/pumping capacity of the Fire Rescue Department's apparatus. This information is used to determine the square footage cap for non-residential properties. Table 5 details the Fire Rescue Department's response protocol.

Table 2
City of Ocoee Fire Rescue Department Organizational Chart

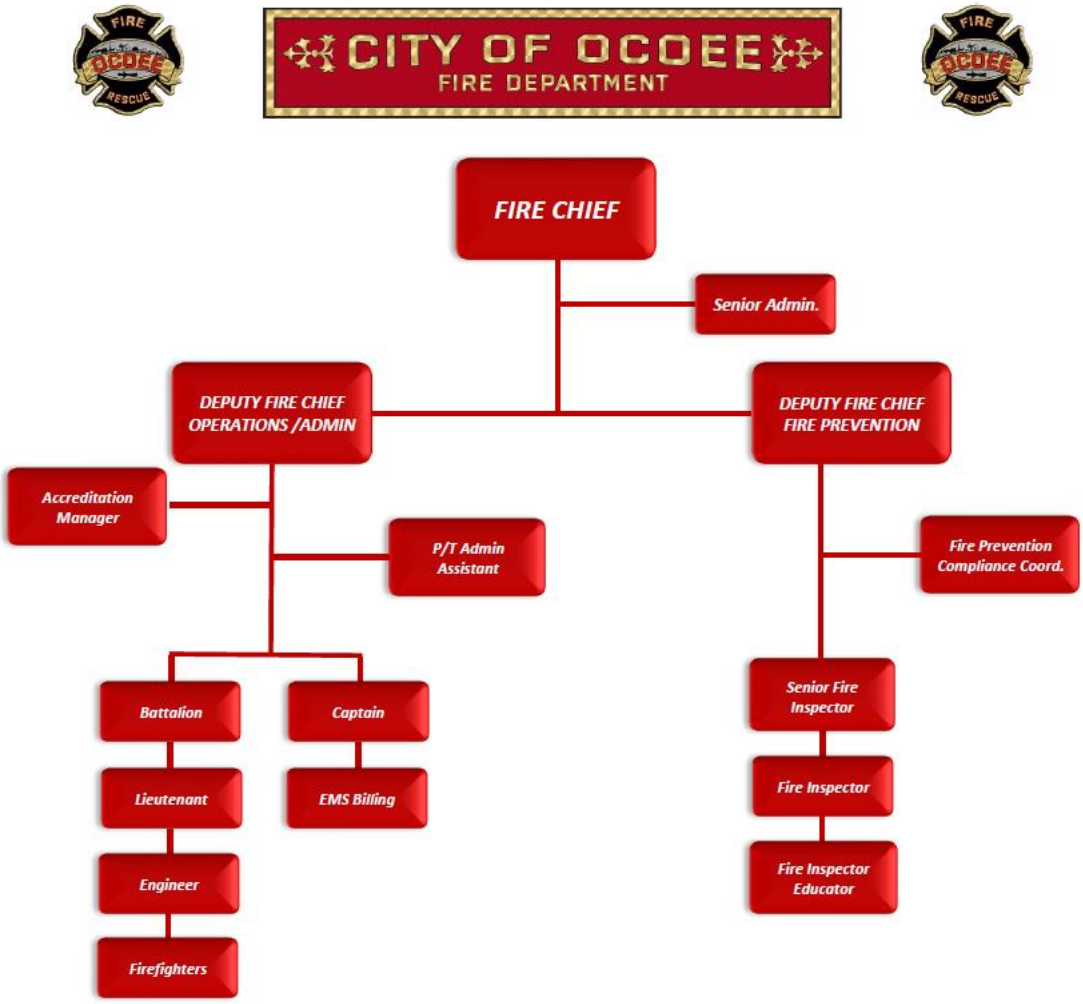

Table 3
Fire Rescue Department Apparatus Normal Staffing

Apparatus	Normal Staffing (Personnel)
Engine	4
Rescue	2
Tanker	2
Brush	2
Deputy Chief Vehicle	1
Battalion Chief Vehicle	1
Inspector Vehicle	1
Staff Vehicle	1

Source: City of Ocoee (2025)

Table 4
Fire Rescue Department Apparatus Location and Pumping Capacity

Station	Apparatus	GPM
Station 25		
	Engine 25	1500
	Rescue 25	
	Brush 25	245
	Tower 25	1500
	Tanker 25	1800
	Reserve Rescue	
	Battalion Chief	
	Training/EMS Vehicle	
	Deputy Chief Vehicle	
	Inspector Vehicle	
	Staff Vehicle	
	Rescue Boat	
Station 26		
	Engine 26	1500
	Rescue 26	
	Fully Involved Trailer	
Station 38		
	Engine 38	1500
Station 39		
	Engine 39	1500
	Tanker 39	1250
	Cart 25 EMS/Special Events	
	Fire Prevention Trailer	
	Reserve Engine	1250
TOTAL		12045

Source: City of Ocoee (2025)

The current pumping capacity is defined as the combined amount of water that all personnel and apparatus in the Fire Department can pump to a first alarm fire in gallons per minute (GPM). Based on the apparatus detailed in Table 4 above, the pumping capacity of the City's Fire Department is 12,045 GPM per minute. Accordingly, the City has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet. However, NFPA 1142 Annex G states that the fire flow should not exceed 12,000 GPM or be less than 250 GPM. Therefore, it is reasonable and appropriate to cap the fire flow calculation for the City at 12,000 GPM.

Table 5 details the Fire Rescue Department minimum response protocol.

Table 5
Fire Rescue Department Minimum Response Protocol

Call Type	Response
Auto Accident	Engine/Quint, Rescue
Auto Accident with Entrapment	2 Engines/Quint, Rescue, Battalion
Automatic Fire Alarm	2 Engines/Quint
AFA Institutional (nursing home, etc.)	4 Engines, Quint, Rescue, Battalion
AFA Reduced (storms)	Engine/Quint

Call Type	Response
Automatic Medical Alarm	Engine/Quint, Rescue
Building Fire	3 Engines, Quint, Rescue, Battalion
Marine Rescue	Engine/Quint, Rescue, Battalion
Brush Fire (small)	Engine/Quint
Brush Fire (large)	Engine/Quint, Woods
Brush Fire (with exposures)	4 Engines/Quint, Woods, Rescue, Battalion
Car Fire	Engine/Quint
Device Found (non-hazmat))	Engine/Quint, Rescue, Battalion
EMDA (minor injuries)	Engine/Quint, Rescue
EMDB, EMDC, EMDD	Engine/Quint, Rescue
Hazardous Materials (gas leak outside, etc.)	Engine/Quint
Hazardous Materials (gas leak < 25 gallons, unknown odor)	2 Engines/Quint, Battalion
House Fire	3 Engines, Quint, Rescue, Battalion
Industrial Accident	2 Engines/Quint, Rescue, Battalion
Mass Casualty Incident	2 Engines/Quint, Rescue, Battalion
Patient Assist	Engine/Quint
Shed Fire (anything smaller than a house)	2 Engines/Quint, Battalion
Truck Fire	2 Engines/Quint, Battalion

Source: City of Ocoee (2025)

DEVELOPMENT OF FACTORS

FIRE SERVICES V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the "North Lauderdale" case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. In August 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals.

To address these concerns, Anser developed a methodology that removed the costs associated with emergency medical services. This methodology of splitting the fire and EMS portions of a consolidated public safety department's budget was upheld by the Fourth District Court of Appeals in July 2010 in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

The projected departmental costs were allocated between fire rescue and emergency medical services because of the Florida Supreme Court's opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) does not provide a special benefit to property. Accordingly, the fire rescue costs were split from emergency medical service costs based on the following general guidelines.

DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly to fire or EMS, direct allocations were

made. For example, the budget line items for "Protective Clothing" and "Disaster Supplies" were allocated entirely to fire. Additionally, the budget line item for "Emergency Medical Supplies" was allocated entirely to EMS and not included in the assessable costs.

ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel per shift. The City's normal staffing level includes 17 non-EMS personnel and 4 EMS personnel, for a total of 21 combat personnel. This staffing yields an 80.95% percent non-EMS Administrative Factor.

This percentage was then applied to all applicable line items to allocate the costs that could not be directly allocated as fire or EMS costs, and that could not be operationally allocated (see below). For example, the Administrative Factor was applied to the budget line items for "Regular Salaries," "FICA Taxes" and "Health Insurance" to determine the fire service costs of these line items.

OPERATIONAL FACTOR

Other assessable cost line items may be allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls. For Calendar Year 2024, the City reported 7,762 total fire rescue incident calls, of which 1,915 were non-EMS (i.e. fire) calls and 5,847 were EMS calls. This information results in a 24.67% non-EMS Operational Factor.

This percentage was then applied to all applicable line items to allocate the costs that could not be directly allocated as fire or EMS costs, and that could not be administratively allocated (see above). For example, the Operational Factor was applied to the budget line items for "PM Repairs" and "Fuel" to determine the fire service costs of these line items.

ASSESSABLE COST CALCULATIONS

The assessable cost calculations for Fiscal Year 2025-26 are based on the full cost of the fire assessment program for Fiscal Years 2025-26 through 2029-30 (5-year average). For purposes of this Assessment Memorandum, the following assumptions were applied.

The five-year fire assessable budget was developed by using the adopted Fiscal Year 2025 Fire Rescue Department budget and applying the appropriate factors to each line item to develop Fiscal Year 2024-25 assessable budget.

- Unless more accurate information was available, a four percent annual increase was applied across all "Personnel Services" and "Operating Expenses".
- A 5% annual increase was applied to the Windermere contract revenue; all other revenue line items remained constant.
- Revenues are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for that year. Revenues are comprised of revenues directly received from or for the delivery of fire rescue services, such as fire inspection fees, fire plan review, and the Windermere Agreement revenue. An administrative factor was applied to the Windermere revenue, all other revenues were allocated directly to fire.

- The line item “Statutory Discount @ 5% (4% early payment/1% non-collection” under “Additional Costs” reflects a 95% collection of the Fire Rescue Assessment to cover the 4% statutory discount allowed by the Uniform Method and 1% reserve for under collection. Accordingly, the statutory discount is budgeted at 5% of the total assessable costs.
- The line items “Study Reimbursement” and “Study Reimbursement – Phase 2” under “Additional Costs” is the reimbursement to the City for the costs of conducting the assessment study. These costs are reimbursable through the assessment program.
- Pursuant to section 197.3632, Florida Statutes, the tax collector and property appraiser may each enter into an agreement with the local government for reimbursement of necessary administrative costs incurred from the collection of the non-ad valorem assessment. Accordingly, if any such fee(s) is charged, the fee may be recouped as an add-on to the total assessable costs for the year.

  The line item “Collection Costs @ 2% (tax collector)” under “Additional Costs” reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Tax Collector. Pursuant to section 197.3632, Florida Statues, a municipal or county government shall only compensate the tax collector for the actual costs of collecting the non-ad valorem assessment. The applied collection charge is estimated to be adequate to cover the Tax Collector’s actual collection costs.

  The line item “Collection Costs @ 2% (property appraiser)” under “Additional Costs” reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Property Appraiser. The applied collection charge is estimated to be adequate to cover the Property Appraiser’s actual collection costs.

Table 6 provides a calculation of the assessable costs for Fiscal Year 2025-26 based on an application of the above factors to the Fiscal Year 2024-25 adopted budget.

Table 6
Fire Assessable Cost Calculations (FY 2025-26)

Ocoee Fire Budget	FY 2025 Adopted Budget	FY 2026 Proforma Budget	FY 2025-26 Assessable
PERSONNEL SERVICES			
Regular Salaries	$5,354,570	$5,568,753	$4,507,905
Overtime Pay	$525,000	$546,000	$441,987
Incentive Pay	$27,076	$28,159	$22,795
PTO Buyout	$13,582	$14,125	$11,434
FICA Taxes	$411,631	$428,096	$346,544
Retirement Contribution	$859,400	$893,776	$723,512
State Retirement Contribution	$475,298	$494,310	$400,144
Health Insurance	$70,000	$72,800	$58,932
Workers' Comp Ins	$45,288	$47,100	$38,127
Benefits	$2,375,152	$2,470,159	$1,999,593
Unemployment Compensation	$5,000	$5,200	$4,209
TOTAL PERSONNEL SERVICES	**$10,161,997**	**$10,568,477**	**$8,555,182**
OPERATING EXPENSES			
Personal Bonds-Notary	$200	$208	$168
Professional Serv./Oth	$7,500	$7,800	$6,314
Contractual Services	$763,600	$794,144	$109,731
Travel Expenses	$12,500	$13,000	$10,524
Telephone Expense	$15,000	$15,600	$12,628
Postage and Freight	$2,250	$2,340	$1,894

Ocoee Fire Budget	FY 2025 Adopted Budget	FY 2026 Proforma Budget	FY 2025-26 Assessable
Electric Expense	$65,300	$67,912	$54,975
Water Expense	$52,360	$54,454	$44,081
Leasing Expense	$316,807	$329,479	$0
Auto Liability Ins	$5,000	$5,200	$4,209
Multi-Peril Ins.	$25,000	$26,000	$21,047
Equipment Maintenance Contracts	$129,750	$134,940	$67,796
Small Equipment Repairs	$60,500	$62,920	$50,934
Printing and Binding	$7,500	$7,800	$6,314
Recording Fees	$485	$504	$408
Advisory Board	$2,000	$2,080	$1,684
Office Supplies	$5,750	$5,980	$4,841
Administration Expense	$2,500	$2,600	$2,105
POL Supplies	$2,625	$2,730	$2,210
Uniforms	$93,200	$96,928	$78,463
Operating Supplies	$158,500	$164,840	$133,438
Emergency Medical Supplies	$239,400	$248,976	$0
Protective Clothing	$181,195	$188,443	$188,443
Disaster Supplies	$5,000	$5,200	$5,200
Equipment (4,999.99 or Less)	$123,100	$128,024	$128,024
Computer Equipment/Software	$9,700	$10,088	$8,166
Books/Subscriptions	$5,850	$6,084	$4,925
Professional Dues	$24,260	$25,230	$20,424
Training Expense	$143,250	$148,980	$120,599
Community Promotion	$20,950	$21,788	$17,637
Transfers Out	$554,500	$576,680	$145,305
PM Repairs	$63,662	$66,209	$16,334
Fuel	$95,177	$98,984	$24,419
TOTAL OPERATING EXPENSES	**$3,194,371**	**$3,322,146**	**$1,293,241**
CAPITAL OUTLAY			
New Station 38	$0	$5,000,000	$4,047,500
Vehicle Replacement	$0	$2,277,314	$1,469,506
TOTAL CAPITAL OUTLAY	**$0**	**$7,277,314**	**$5,517,006**
TOTAL EXPENDITURES	**$13,356,369**	**$21,167,937**	**$15,365,429**
REVENUES			
Fire Plan Review	$180,000	$180,000	$180,000
Inspection Fees	$40,000	$40,000	$40,000
EMS Patient Transport Fee	$1,740,000	$1,740,000	$0
Windermere	$840,000	$882,000	$713,979
TOTAL REVENUES	**$2,800,000**	**$2,842,000**	**$933,979**
TOTAL EXPENDITURES	**$13,356,369**	**$21,167,937**	**$15,365,429**
TOTAL REVENUES	**$2,800,000**	**$2,842,000**	**$933,979**
TOTAL NET EXPENDITURES	**$10,556,369**	**$18,325,937**	**$14,431,450**
ADDITIONAL COSTS			
Collection Costs @ 2% (tax collector)			$318,492
Collection Costs @ 2% (property appraiser)			$318,492

Ocoee Fire Budget	FY 2025 Adopted Budget	FY 2026 Proforma Budget	FY 2025-26 Assessable
Statutory Discount @ 5% (4% early payment / 1% non-collection)			$796,229
Study Reimbursement			$49,900
Study Reimbursement - Phase 2			$10,000
TOTAL ADDITIONAL COSTS			**$1,493,113**
TOTAL ASSESSABLE COSTS			**$15,924,563**

Table 7 shows the calculation of the full cost of the Fire Services Assessment Program for Fiscal Year 2025-26 through Fiscal Year 2029-30 (Five-year average).

Table 7
Fire Services Assessable Cost Calculations Proforma Budget (FY 25-26 through FY 29-30)

Ocoee Fire Budget	FY 2025-26 Assessable	FY 2026-27 Assessable	FY 2027-28 Assessable	FY 2028-29 Assessable	FY 2029-30 Assessable	5-Year Average
PERSONNEL SERVICES						
Regular Salaries	$4,507,905	$4,688,222	$4,875,750	$5,070,780	$5,273,612	$4,883,254
Overtime Pay	$441,987	$459,666	$478,053	$497,175	$517,062	$478,789
Incentive Pay	$22,795	$23,707	$24,655	$25,641	$26,667	$24,693
PTO Buyout	$11,434	$11,892	$12,367	$12,862	$13,377	$12,386
FICA Taxes	$346,544	$360,406	$374,822	$389,815	$405,407	$375,399
Retirement Contribution	$723,512	$752,452	$782,550	$813,852	$846,406	$783,755
State Retirement Contribution	$400,144	$416,150	$432,796	$450,107	$468,112	$433,462
Health Insurance	$58,932	$61,289	$63,740	$66,290	$68,942	$63,839
Workers' Comp Ins	$38,127	$39,652	$41,238	$42,888	$44,603	$41,302
Benefits	$1,999,593	$2,079,577	$2,162,760	$2,249,271	$2,339,241	$2,166,088
Unemployment Compensation	$4,209	$4,378	$4,553	$4,735	$4,924	$4,560
TOTAL PERSONNEL SERVICES	**$8,555,182**	**$8,897,390**	**$9,253,285**	**$9,623,417**	**$10,008,353**	**$9,267,525**
OPERATING EXPENSES						
Personal Bonds-Notary	$168	$175	$182	$189	$197	$182
Professional Serv./Oth	$6,314	$6,567	$6,829	$7,103	$7,387	$6,840
Contractual Services	$109,731	$114,120	$118,685	$123,432	$128,370	$118,868
Travel Expenses	$10,524	$10,944	$11,382	$11,838	$12,311	$11,400
Telephone Expense	$12,628	$13,133	$13,659	$14,205	$14,773	$13,680
Postage and Freight	$1,894	$1,970	$2,049	$2,131	$2,216	$2,052
Electric Expense	$54,975	$57,174	$59,461	$61,839	$64,313	$59,552
Water Expense	$44,081	$45,844	$47,678	$49,585	$51,568	$47,751
Auto Liability Ins	$4,209	$4,378	$4,553	$4,735	$4,924	$4,560
Multi-Peril Ins.	$21,047	$21,889	$22,764	$23,675	$24,622	$22,799
Equipment Maintenance Contracts	$67,796	$70,508	$73,328	$76,261	$79,312	$73,441
Small Equipment Repairs	$50,934	$52,971	$55,090	$57,294	$59,585	$55,175
Printing and Binding	$6,314	$6,567	$6,829	$7,103	$7,387	$6,840
Recording Fees	$408	$425	$442	$459	$478	$442
Advisory Board	$1,684	$1,751	$1,821	$1,894	$1,970	$1,824
Office Supplies	$4,841	$5,034	$5,236	$5,445	$5,663	$5,244
Administration Expense	$2,105	$2,189	$2,276	$2,368	$2,462	$2,280
POL Supplies	$2,210	$2,298	$2,390	$2,486	$2,585	$2,394
Uniforms	$78,463	$81,602	$84,866	$88,260	$91,791	$84,996
Operating Supplies	$133,438	$138,775	$144,327	$150,100	$156,104	$144,549

Ocoee Fire Budget	FY 2025-26 Assessable	FY 2026-27 Assessable	FY 2027-28 Assessable	FY 2028-29 Assessable	FY 2029-30 Assessable	5-Year Average
Protective Clothing	$188,443	$195,981	$203,820	$211,973	$220,451	$204,133
Disaster Supplies	$5,200	$5,408	$5,624	$5,849	$6,083	$5,633
Equipment (4,999.99 or Less)	$128,024	$133,145	$138,471	$144,010	$149,770	$138,684
Computer Equipment/Software	$8,166	$8,493	$8,833	$9,186	$9,553	$8,846
Books/Subscriptions	$4,925	$5,122	$5,327	$5,540	$5,762	$5,335
Professional Dues	$20,424	$21,241	$22,091	$22,974	$23,893	$22,125
Training Expense	$120,599	$125,423	$130,440	$135,658	$141,084	$130,641
Community Promotion	$17,637	$18,343	$19,077	$19,840	$20,633	$19,106
Transfers Out	$145,305	$151,117	$157,162	$163,448	$169,986	$157,404
PM Repairs	$16,334	$16,987	$17,667	$18,373	$19,108	$17,694
Fuel	$24,419	$25,396	$26,412	$27,468	$28,567	$26,453
TOTAL OPERATING EXPENSES	**$1,293,241**	**$1,344,970**	**$1,398,769**	**$1,454,720**	**$1,512,909**	**$1,400,922**
CAPITAL OUTLAY						
New Station 38	$4,047,500	$0	$0	$0	$0	$809,500
Vehicle Replacement	$1,469,506	$1,310,850	$68,021	$1,573,575	$0	$884,390
TOTAL CAPITAL OUTLAY	**$5,517,006**	**$1,310,850**	**$68,021**	**$1,573,575**	**$0**	**$1,693,890**
TOTAL EXPENDITURES	**$15,365,429**	**$11,553,210**	**$10,720,075**	**$12,651,711**	**$11,521,262**	**$12,362,338**
REVENUES						
Fire Plan Review	$180,000	$180,000	$180,000	$180,000	$180,000	$180,000
Inspection Fees	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000
Windermere	$713,979	$749,678	$787,162	$826,520	$867,846	$789,037
TOTAL REVENUES	**$933,979**	**$969,678**	**$1,007,162**	**$1,046,520**	**$1,087,846**	**$ 1,009,037**
TOTAL EXPENDITURES	**$15,365,429**	**$11,553,210**	**$10,720,075**	**$12,651,711**	**$11,521,262**	**$12,362,338**
TOTAL REVENUES	**$933,979**	**$969,678**	**$1,007,162**	**$1,046,520**	**$1,087,846**	**$1,009,037**
TOTAL NET EXPENDITURES	**$14,431,450**	**$10,583,533**	**$9,712,913**	**$11,605,191**	**$10,433,416**	**$11,353,301**
ADDITIONAL COSTS						
Collection Costs @ 2% (tax collector)	$318,492	$232,606	$213,471	$255,060	$229,306	$249,787
Collection Costs @ 2% (property appraiser)	$318,492	$232,606	$213,471	$255,060	$229,306	$249,787
Statutory Discount @ 5% (4% early payment / 1% non-collection)	$796,229	$581,513	$533,677	$637,648	$573,265	$624,466
Study Reimbursement	$49,900	$0	$0	$0	$0	$9,980
Study Reimbursement - Phase 2	$10,000	$0	$0	$0	$0	$2,000
TOTAL ADDITIONAL COSTS	**$1,493,113**	**$1,046,725**	**$960,619**	**$1,147,768**	**$1,031,877**	**$1,136,020**
TOTAL ASSESSABLE COSTS	**$15,924,563**	**$11,630,258**	**$10,673,532**	**$12,752,959**	**$11,465,293**	**$12,489,321**

Apportionment Methodology

The apportionment methodology is based upon the development of a base-billing unit, called a Fire Protection Unit. A Fire Protection Unit is a measure that serves as a common index to compare the fire flow requirements for each building within the City; each Fire Protection Unit equates to the Fire Department's capability to effectively deliver 300 gallons per minute (GPM) of effective fire flow, which equates to the City's initial full alarm response. The Fire Protection Unit assignments vary for each building within the City based upon each building's occupancy hazard classification(s) (Hazard Class) and building area calculated in square foot increments of building improvements.

The City Commission will set the fire services assessment rate for buildings in terms of dollars per Fire Protection Unit per year; the assessment amount due is calculated by multiplying the number of Fire Protection Units on the parcel by the rate per Fire Protection Unit.

SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the fire services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire rescue program; and (iv) containing fire incidents occurring on land with the potential to spread and endanger other property and property features.
- The availability and provision of comprehensive fire services enhances and strengthens the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property and rental values within the assessable area.

APPORTIONMENT METHODOLOGY

The following section describes the recommended two-step apportionment methodology.

The first step of the apportionment methodology uses the relationships established in NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting (2022 Edition) for determining the required amount of fire flow to fight a fire based upon certain building characteristics. The formula provided in Annex G of NFPA 1142 uses a combination of factors to calculate the fire flow for each building within the City based upon Hazard Class and building area calculated in square foot increments of building improvements. The NFPA formula used in the apportionment methodology uses ordinary construction as the basis because a majority of the buildings within the City are considered ordinary construction, which is any building that is not constructed with fire resistive or noncombustible materials. The Insurance Services Organization (ISO) Guide for Determination of Needed Fire Flow (Edition 06-2014) contains an identical formula.

In addition, NFPA 1710 (2020 Edition), which is the Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments, was also used to assign Fire Protection Units to each building. The purpose of this standard is to specify the minimum criteria addressing the effectiveness and efficiency of the career public fire suppression operations, emergency medical service, and special operations delivery in protecting the citizens of the jurisdiction. Adoption of this standard is not mandatory in the State of Florida although it is the recognized industry standard in Florida and the United States. Although not formally adopted by the City, the City strives to meet these standards and uses them to determine their resource allocation.

NFPA 1710 and the City's standards and practices, state that fire suppression operations should be organized to ensure the fire department's fire suppression capability includes personnel, equipment and resources to deploy the initial arriving company, the full initial alarm assignment and additional alarm assignments. The initial full alarm assignment should provide the establishment of an uninterrupted water supply of a minimum of 300 GPM for 30 minutes. This standard, which is used by the City, was used to assign Fire Protection Units to each building. Therefore, each Fire Protection Unit equates to the fire department's capability to effectively deliver 300 GPM and the Fire Protection Unit assignments vary by Hazard Class.

The Fire Protection Units for each building is a proxy for the number of fire fighters, type, quantity and size of apparatus and other special firefighting equipment required to be available for each building in the City pursuant to the City's standard resource allocation for an initial response to a fire call. It is fair and reasonable to use the Fire Protection Units for each building because the fire flow requirement for each building provides a reasonable estimation of the costs of the fire fighters, apparatus, equipment, services, facilities and programs the City must have available to serve each building and these firefighting resources are directly funded by the Fire Services Assessment.

The second step of the apportionment methodology develops a relationship between the Hazard Classes to address the actual time spent in response to fire incidents and the time available to respond to primary structure fire incidents. To develop this relationship, Anser used information included in the City's Florida Fire Incident Reporting System (FFIRS). The FFIRS is a tool for fire departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

DETERMINATION OF FIRE PROTECTION UNITS – STEP ONE

Anser obtained information from the City's fire assessment roll and the ad valorem tax roll from the Orange County Property Appraiser's office to determine Fire Protection Units. In accordance with NFPA 1142 standards, a Hazard Class was assigned to each building within the City based upon the building's assignment of use by the County Property Appraiser or verification of use obtained through field research. According to NFPA 1142, the lowest Hazard Class number is 3, and it is assigned to the highest (most hazardous) hazard group. The highest Hazard Class number is 7, and it is assigned to the lowest (least hazardous) hazard group. For example, Hazard Class 3 properties include plywood and particleboard manufacturing, plastic processing and cereal or flour mills while Hazard Class 7 properties include residential dwellings, apartments, and offices.

In addition, for all parcels within the municipal boundary, Anser determined the amount of square footage of the structures using the City's fire assessment roll and the building files on the ad valorem tax roll or through the use of field research.

Using the fire flow calculation from NFPA 1142, a Fire Protection Unit was assigned to each square foot increment by Hazard Class. The number of Fire Protection Units assigned to a building represents that building's proportionate share of the burden of maintaining the fire department and the availability of these vital public services. The number of Fire Protection Units assigned to a building was determined by the Hazard Class assignment and the amount of building area contained in a building –a larger building

area and/or riskier Hazard Class translates into more needed fire flow, which increases the cost of providing fire services. This higher cost is charged to that particular building.

The method for determining fire flow does not include large, special fire protection problems such as lumberyards, petroleum storage, refineries, grain elevators and large chemical plants that would require greater fire flow. If there were any of these types of properties with predetermined fire flow plans, those plans were utilized; if predetermined fire flow plans did not exist, properties were assigned the riskiest hazard classification.

METHODOLOGY ASSUMPTIONS

The following assumptions support findings that the apportionment methodology is fair and reasonable.

- It is fair and reasonable to use the formula provided in NFPA 1142, the Standard on Water Supplies for Suburban and Rural Fire Fighting (2022 Edition) to calculate the required fire flow and resources for a structure because NFPA 1142 provides standards to assist fire departments with the establishment of the fire flow necessary for structural firefighting purposes and the City utilizes this standard in determining its resource allocation.
- A fire in a building containing highly combustible contents will require a higher rate of fire flow and associated resources due to the greater risk of fire spread and heat release than a building with contents of low combustibility and the City must allocate its firefighting resources to provide this greater fire flow demand. Therefore, it is fair and reasonable to use the Hazard Classes established by NFPA 1142, Chapter 5 because such standard contains the best practices in the firefighting industry and is the most comprehensive, accurate and reliable information with regard to building risk assignments.
- The greater the size of the building, the greater the potential for a large fire and the greater the fire flow requirement that must be available in the event of a fire in a structure of that building's size and Hazard Class. Therefore, it is fair and reasonable to apportion the assessed costs based on the size of each building.
- It is fair and reasonable to use the City's operational standards and practices as provided in NFPA 1710 (2020 Edition), the Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments to determine the effective fire flow because this standard states that fire suppression operations should be organized to ensure the fire department's fire suppression capability includes personnel, equipment and resources to deploy the initial arriving company, the full initial alarm assignment and additional alarm assignments and that the initial full alarm assignment should provide the establishment of an effective fire flow of a minimum of 300 GPM for 30 minutes.
- The City's initial full alarm assignment provides for the establishment of an effective fire flow of 300 GPM. It is fair and reasonable to use the City's response protocol as the basis for calculating the Fire Protection Units assigned to each building, because each Fire Protection Unit equates to the fire department's capability to effectively deliver fire flow of 300 GPM.
- The assignment of the City's standards and practices for building uses based on the relationships established in NFPA 1142 and NFPA 1710 is fair and reasonable because the resource components of these relationships (fire stations, training, apparatus and personnel) are directly funded by the special assessment revenue.
- The assignment of Fire Protection Units is fair and reasonable because the demand for fire services capacity is measured by the square footage of structures and improvements and Hazard Class assignment within benefited parcels.
- The assignment of Fire Protection Units within square footage ranges is a fair and reasonable method to classify benefited buildings and to apportion costs among benefited buildings that create similar demand for the availability of fire services.

- The demand for the availability of fire services diminishes at the outer limit of building size since a fire occurring in a building greater than a certain size is not capable of being suppressed under expected conditions and the fire control activities under such circumstances are directed to avoid the spread of the fire event to adjacent structures. Therefore, it is fair and reasonable to place a cap on the fire flow within the Hazard Classes.
- As a consequence of the transient use and potential extraordinary vacancies within mobile home parks and recreational vehicle parks and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home park and recreational vehicle park property.
- Section 166.223, Florida Statutes, provides that when a city levies a non-ad valorem special assessment on a recreational vehicle park regulated under chapter 513, Florida Statutes, the non-ad valorem special assessment shall not be based on the assertion that the recreational vehicle park is comprised of residential units. Instead, recreational vehicle parks regulated under chapter 513, Florida Statutes shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility.
- In accordance with section 166.223, Florida Statutes, which mandates that the City treat recreational vehicle park property as commercial property for non-ad valorem special assessments levied by the City, like the fire services assessment, it is fair and reasonable to assign the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds to each space within recreational vehicle park property. Each mobile home space within an RV Park was assigned the actual square footage of the mobile home when known or a maximum of 720 square feet, the average size of a single-wide mobile home 12' x 60'. This square footage was then aggregated by parcel.

ASSIGNMENT OF FIRE PROTECTION UNITS TO BUILDINGS

Each building within the City on the ad valorem tax roll was assigned to a Hazard Class based on its assignment of use by the Orange County Property Appraiser or verification of use obtained through field research. The Orange County Property Appraiser assigns a building use code (BUC) that is a four-digit code describing the type of improvements on a parcel. A listing of BUC codes is provided as Appendix D.

Using the building codes, the specific methodology for the assignment of Fire Protection Units to each building is generally described below.

- The City's initial response protocol of 300 GPM of effective fire flow;
- The use of actual building area and Hazard Class assignment in the calculation of Fire Protection Units to quantify the building's fire flow requirement;
- For mobile home parks, assign Fire Protection Units based on the average estimated building area of 720 square feet for each mobile home space and assigned one Fire Protection Unit; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home spaces.
- For residential condominium parcels, the area of each condominium within each building will be aggregated and assigned Fire Protection Units. The aggregate Fire Protection Units for each complex will be divided by the number of parcels (condo units) in the complex to determine the Fire Protection Units for each parcel.
- For commercial condominium parcels, the area of each condominium within each building will be aggregated and assigned Fire Protection Units. The building's Fire Protection Units will be multiplied by each parcel's (condo unit) percentage of the total square feet of the building to determine the Fire Protection Units for the parcel.

- For townhouse parcels, the area of each townhouse within each building will be aggregated and assigned Fire Protection Units. The aggregate Fire Protection Units for each complex will be divided by the number of parcels in the complex to determine the Fire Protection Units for each parcel.
- For recreational vehicle park parcels, Fire Protection Units will be assigned based upon the number of spaces multiplied by 191 square feet and aggregated as one building. Fire Protection Units for the other primary structures will be based on their individual square footage. All recreational vehicle spaces within a recreational vehicle park will be included; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant recreational vehicle spaces.
- Parcels that are identified as special fire protection problems such as lumberyards, petroleum storage, refineries, grain elevators and large chemical plants were assigned the riskiest hazard classification since predetermined fire flow plans were not available. The actual fire flow requirement is then divided by the City's initial full alarm response of 300 GPM to determine the number of Fire Protection Units.
- The incorporation of credits of up to 40% of the Capacity Units calculated for a building may be granted to parcels with a building equipped with a functioning and properly designed, fully automated fire suppression system or a building that is otherwise designed to be more fire resistant due to unique building construction; and
- The incorporation of a review procedure, providing for a systematic, consistently applied timely, case-by-case review of the calculation of Capacity Units on specific parcels at the request of the property owner.

Table 8 shows the final assignment of Fire Protection Units by Hazard Class.

Table 8
Fire Protection Units by Hazard Class

Hazard Class	Fire Protection Units
Hazard Class 3 & 4	2,458
Hazard Class 5	203
Hazard Class 6	261
Hazard Class 7	32,860
Total	**35,781**

DEMAND–AVAILABILITY FACTOR – STEP TWO

Once the Fire Protection Units have been assigned to each building, the next step of the apportionment methodology develops a relationship between the Hazard Classes to address the number of fire incident responses within each Hazard Class and the actual time spent in response to fire incidents and the time available to respond to primary structure fire incidents (Demand-Availability Factor). This two-part factor is developed for each Hazard Class based on the proportion of person-hours attributable to the Demand and Availability Components.

DEMAND-AVAILABILITY COMPONENT ASSUMPTIONS

The following assumptions support findings that the methodology used to determine the Demand-Availability Components is fair and reasonable.

- Determining the number of person-hours attributable to the actual time spent in response to fire incidents and the time available to respond to fire incidents based on information included in the fire incident reports is fair and reasonable because the fire incident reports were developed to provide this information and are the most reliable data available to professional fire departments.

- Apportioning the number of fire incidents among Hazard Classes to determine the Demand Component Factor for each Hazard Class is fair and reasonable because the fire incident reports are the most reliable data available to determine the historical demand for fire services from Hazard Classes and to determine the benefit to property use resulting from the demand for fire services to protect and serve buildings located upon assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire services from assessed property within the Hazard Classes.
- Using the same percentage of person-hours available for calls to determine the Availability Component Factor for all Hazard Classes is fair and reasonable because the Fire Department's staffing for potential responses is not dictated by the Hazard Class and because such allocation provides a reasonable estimation of the costs of the availability of fire services, staff, facilities and programs for all structures.

CALCULATION AND APPLICATION OF DEMAND-AVAILABILITY FACTORS

To calculate the Demand and Availability Components, first, the person-hours associated with the historical fire calls and the person-hours associated with time available to respond to primary structure incidents were determined as follows:

(1) The total number of scheduled hours for fire services versus emergency medical services based on staffing of 21 combat personnel per shift:

Fire hours = 148,920.0

EMS hours = 35,040.0

Total hours = 183,960.0

(2) The total number of person-hours spent on all fire incidents was calculated from the actual incident data fields:

4,964.91 hours

(3) The average amount of time spent on incident reports for each incident was estimated at 0.25 hours for each incident:

1,915 incidents x 0.25 hours = 478.75 hours

(4) The total number of person-hours spent on training was based on the City's comprehensive training program. The City training program requires a minimum of 240 annual training hours for each firefighter:

63 firefighters x 240 hours = 15,120.0 hours

Based on these calculations, it was determined that approximately 20,563.66 person-hours per year were spent on responses to fire calls out of 148,920.0 total scheduled annual person-hours for fire services. Therefore, the remainder of the person-hours (128,356.34), or 86.191% of the person-hours per year are required to be available to respond to primary structure fire incidents and 13.809% of the person-hours are spent in actual response to fire calls.

DEMAND COMPONENT

To determine the Demand and Availability Components, Anser obtained the incident information from the City in an electronic format, identifying the number and type of fire rescue incident within the city limits for Calendar Year 2024. Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the FFIRS, "fixed property use", identifies the type of property that fire departments respond to for each fire rescue incident. The fixed property uses correlate to building uses determined by the Orange County Property Appraiser on the ad valorem tax roll. Appendix B provides a codes list for the "fixed property use" as recorded on the fire rescue incident reports.

Anser analyzed the Calendar Year 2024 fire rescue incident data. The City fire rescue incident data from Calendar Year 2024 represent 7,762 fire rescue incidents. Of the 7,762 fire rescue incidents, there were 5,847 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 5,847 EMS type incidents were not included in the analysis.

Of the 1,915 remaining fire type incidents, 1,182 were calls to specific property uses. Accordingly, 733 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 733 incidents. The City's budget is based upon its ability to provide service to improved property within its boundaries. Therefore, the level of services required to meet anticipated demand for fire services and the corresponding annual fire services budget required to fund fire services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property use.

Due to the urbanized nature of the City, the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and unimproved agricultural property were treated as non-specific and not utilized in the cost apportionment.

Using the fixed property use codes, the remaining 1,182 fire type incidents were assigned to their corresponding Hazard Classes. Because of the limited number of properties for Hazard Class 3, the fire incidents and properties for Hazard Class 3 and Hazard Class 4 were combined. Table 9 outlines the hazard class assignment of fire type incidents based on the historical demand for service.

Table 9
Fire Calls by Hazard Class (Calendar Year 2024)

Category	Number of Incidents	Percentage of Calls
Hazard Class 3 & 4	129	10.91%
Hazard Class 5	37	3.13%
Hazard Class 6	51	4.31%
Hazard Class 7	965	81.64%
Total	**1,182**	**100.00%**

Source: City of Ocoee (2025)

The Demand Component Factor is calculated for each Hazard Class by dividing the Hazard Class's Incidents per Fire Protection Unit by the average Incidents per Fire Protection Unit for all Hazard Classes and multiplying by the Demand Component percentage of person-hours (13.809%). Calendar Year 2024 fire call data was used to calculate the Incidents per Fire Protection Unit.

Demand Component Factor = Incidents/Fire Protection Units ÷ Average Incidents/Fire Protection Units x 13.809%

Table 10 shows the calculation of the Demand Component Factor by Hazard Class.

Table 10
Calculation of Demand Component Factor

Hazard Class	Number of Incidents	Fire Protection Units	Incidents per Fire Protection Unit	Demand Component Factor
Hazard Class 3 & 4	129	2,458.00	0.0525	0.2194
Hazard Class 5	37	203.00	0.1823	0.7619
Hazard Class 6	51	260.50	0.1958	0.8184
Hazard Class 7	965	32,859.50	0.0294	0.1228
Total/Average	**1,182**	**35,781.00**	**0.0330**	

The Availability Component Factor is the percent of person-hours available for calls; this component is the same for all hazard classes and was calculated at 86.191%.

The next step adds the two factors for each component as shown in Table 11.

Table 11
Demand-Availability Factor by Hazard Class

Hazard Class	Demand Component Factor	Availability Component Factor	Combined Demand-Availability Factor
Hazard Class 3 & 4	0.2194	0.8619	1.0813
Hazard Class 5	0.7619	0.8619	1.6238
Hazard Class 6	0.8184	0.8619	1.6803
Hazard Class 7	0.1228	0.8619	0.9847

These factors were applied to the actual Fire Protection Units to calculate the Factored Fire Protection Units for each Hazard Class and are provided in Table 12.

Table 12
Factored Fire Protection Units

Hazard Class	Fire Protection Units	Combined Factor	Factored Fire Protection Units
Hazard Class 3 & 4	2,458.00	1.0813	2,657.84
Hazard Class 5	203.00	1.6238	329.63
Hazard Class 6	260.50	1.6803	437.72
Hazard Class 7	32,859.50	0.9847	32,356.75
Totals/Average	**35,781.00**		**35,781.93**

CREDITS FOR FIRE SAFETY MEASURES

Fire flow, as expressed in Fire Protection Units, is a proxy for all the fire-fighting resources that would be dispatched to any incident involving property. Even with a building equipped with a functioning and properly designed, fully automated fire sprinkler system, the City's fire fighting resources must still be present at the scene of any fire incident to control the scene, respond in the event of a system malfunction, ultimately extinguish any fire, and ensure the safety of all structures involved. However, fully functioning and properly designed fire sprinkler systems may provide some measure of built-in fire

protection which may lessen the total fire suppression burden and the use of the City's fire fighting resources. Further, as an incentive to encourage existing and new buildings to employ these types of fire safety measures, mitigation credits may be granted by the City for buildings with fire sprinkler systems that are installed, monitored, inspected, maintained and tested to the specifications of City standards.

To estimate the potential impact of reduced Factored Fire Protection Units due to credit application, the Factored Fire Protection Units were reduced by 5% for each Hazard Class as provided in Table 13.

Table 13
Factored Fire Protection Units after Credits

Hazard Class	Fire Protection Units	Factored Fire Protection Units	Net Factored Fire Protection Units After Credits
Hazard Class 3 & 4	2,458.00	2,657.84	2,398.70
Hazard Class 5	203.00	329.63	297.49
Hazard Class 6	260.50	437.72	395.04
Hazard Class 7	32,859.50	32,356.75	29,201.97
Total	**35,781.00**	**35,781.93**	**32,293.20**

Computation of Fire Assessment Rates

Based on the Fiscal Year 2025-26 assessable costs of providing fire services and the number of factored Fire Protection Units after credit application, Table 14 summarizes the maximum allowable fire services assessment rates after application of the proposed assessment methodology. The information is shown on a rate per Fire Protection Unit basis. The actual assessment amount for a particular property is calculated by multiplying the rate per Fire Protection Unit by the number of factored Fire Protection Units assigned to that property.

Table 14
Proforma Assessment Rates – Maximum Funding Level (Fiscal Year 2025-26 Assessable Budget)

Total Assessable Costs	$12,489,321
Total Number of Fire Protection Units	32,293.19
Annual Rate per Fire Protection Unit	**$386.75**

Exemptions and Impact of Exemptions

Because the fire rescue assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City's general funds.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City's general fund. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

Whether or not the City decides to fund exemptions for fire rescue assessments on property owned by non-governmental entities would be based upon a determination that such exemptions constituted a valid public purpose. The importance of special assessments on non-governmental, tax-exempt parcels has been addressed by the Florida Supreme Court in Sarasota County v. Sarasota Church of Christ, 667 So.2d 180 (Fla. 1995) (In reciting the facts of the case on appeal, the Court stated that the party challenging the assessment consisted of religious organizations or entities owning developed real property in Sarasota County [the Churches] that are exempt from ad valorem taxes but not from special assessments.) The funding of exemptions for non-governmentally owned institutional property wholly exempt from ad valorem taxes could be based on a finding that such properties provide facilities and uses to their ownership, occupants or membership, as well as the public in general, that otherwise might be required to be provided by the City. Such a finding would be the basis for a determination that such properties served a legitimate public purpose or provided a public benefit that merited the City's funding of an exemption from the fire rescue assessment.

In identifying an appropriate exemption scheme, the City should be cautious not to confuse the ownership of a parcel with the parcel's use. For example, a determination to exempt properties used for institutional purposes would have to be extended to similar institutional property owned by entities created for profit, as well as institutional property owned by non-profit or governmental entities. However, if the City wanted to make the policy decision to narrow the exemption to only institutional property owned by not-for-profit entities, it might consider adding a second test to the exemption which afforded exemptions to institutional properties which were wholly exempt from ad valorem taxes. Adding the tax-exempt criteria further narrows the exemption on a well-tested tax-exempt premise.

Whether the City decides to charge governmental entities or fund exemptions on governmentally–owned property requires somewhat different considerations. First, a forced sale of government property is not available as an enforcement mechanism. The charge to governmentally–owned parcels would be more akin to a service fee for each government parcel's proportionate benefit from the availability and provision of fire rescue services by the City. The billing would be direct, received by government buildings and facilities. Enforcement would be by judicial proceedings to require payment. As to each level of government, differing concepts of immunity and other statutory provisions or case law decisions may prevent collection or frustrate special assessment imposition.

State and federal laws contain a patchwork of provisions exempting certain governmental property owners from the payment of special assessments. For example, section 423.02, Florida Statutes, exempts certain housing projects from the payment of special assessments. This general law does provide that a housing authority may agree with a local government to make payments in lieu of taxes, but past experience is that such an agreement, if in existence at all, under-funds the impact of such properties on a City's fire assessable cost calculations.

Accordingly, if the City chooses to exempt governmentally-owned property from the fire rescue assessment and fund such costs from inter-local agreement with the affected government or from the City's general fund, it is important that the City take steps to set up a reasonable contingency within its general budget to fund the cost incurred in providing fire rescue services to governmentally–owned properties.

Table 15 summarizes the estimated Fiscal Year 2025-26 impact of exempting governmental property and institutional tax exempt buildings.

Table 15
Estimated Impact of Government and Institutional Tax Exempt Exemptions (Fiscal Year 2025-26)

Hazard Class	Estimated Government Buy-Down
Hazard Class 3 & 4	$14,636.65
Hazard Class 5	$2,198.00
Hazard Class 6	$60,112.05
Hazard Class 7	$102,062.44
Total	**$179,009.14**

Outstanding Issues

EXEMPTION OF INSTITUTIONAL TAX-EXEMPT PARCELS (NON-GOVERNMENT)

The aggregate cost for the fire services that are available to institutional, wholly tax-exempt properties was estimated as part of the Institutional Property Use Category based on an analysis of each parcel's use. The fair apportionment concepts in the methodology provided within this Assessment Memorandum require an identification of the calls for service to these properties and, therefore, their respective costs. In the event that a policy decision is made to exempt institutional, tax-exempt property, the proportional assessed costs allocated to such exemptions must be funded from other legally available sources because the financial burden of such exemption cannot be apportioned to non-exempt parcels. With any exemption, care should be taken to craft and ensure a non-discriminatory exemption class based upon valid public purpose concepts.

EXEMPTION OF GOVERNMENTAL PARCELS

In addition to the institutional, wholly tax-exempt properties, the aggregate cost for fire services provided to schools and governmental properties (municipalities, county, state, federal and any sovereign state or nation) was also estimated as part of the Institutional Property Use Category based on an analysis of each parcel's use. The fair apportionment concepts in the methodology provided within Assessment Memorandum require an identification of the calls for service to these properties and, therefore, their respective costs. In the event that a policy decision is made to exempt governmental property, the proportional assessed costs allocated to such exemptions must be funded from other legally available sources because the financial burden of such exemption cannot be apportioned to non-exempt parcels.

EXEMPTION OF GOVERNMENTAL PARCELS

A special assessment can be imposed against governmental property to pay for the benefits that such property receives. However, as to each level of government, differing concepts of immunity and other statutory provisions or case law may prevent collection or frustrate special assessment imposition. In addition, Florida case law is clear that the payment of such assessments cannot be enforced by a lien against the public property. Rather, the enforcement remedy would be a judicial action to compel payment. A collateral issue in enforcing payment is the legislative authorization of the public agency to pay the charge or special assessment imposed. Thus, the law establishing the expenditure authority of the specific governmental or public agency or its appropriation discretion must be examined to determine whether the governmental unit has the authority to pay a charge or assessment for fire services provided by the County. From a collection standpoint, each governmental unit should be sent a separate bill and no attempt should be made to collect the special assessment using the Uniform Method.

MOBILE HOME AND RECREATIONAL VEHICLE PARK VACANCY CREDIT

As a consequence of the transient use and potential extraordinary vacancies within mobile home and recreational vehicle (RV) parks as compared to other residential property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home and RV park properties. Vacant mobile home and RV spaces

within a mobile home or RV park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home or RV spaces.

NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and, therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls. Further, even if such calls did affect the cost of the department's operations, there are sufficient non-assessment revenues available to offset any impact upon the budget.

MITIGATION CREDITS AND NET REVENUE

Mitigation credits may be granted to parcels with a building equipped with a functioning and properly designed, fully automated fire suppression system or a building that is otherwise designed to be more fire resistant due to unique building construction. They may be applied as simple factors multiplied against the Capacity Units. Any mitigation credits granted by the City will result in a decrease in the amount of the total revenue generated by the City. For purposes of this Assessment Memorandum, we have assumed a 5% reduction in fire protection units associated with mitigation credits.

Appendix A

SITUATION FOUND CODES AND DESCRIPTIONS

Code	Description	EMS
100	Fire, other	No
111	Building fires	No
112	Fires in structures other than in a building	No
113	Cooking fire, confined to container	No
118	Trash or rubbish fire, contained	No
120	Fire in mobile prop. used as a fixed struc., other	No
122	Fire in motor home, camper, recreational vehicle	No
130	Mobile property (vehicle) fire, other	No
131	Passenger vehicle fire	No
132	Road freight or transport vehicle fire	No
138	Off-road vehicle or heavy equipment fire	No
140	Natural vegetation fire, other	No
142	Brush, or brush and grass mixture fire	No
143	Grass fire	No
150	Outside rubbish fire, other	No
151	Outside rubbish, trash or waste fire	No
154	Dumpster or other outside trash receptacle fire	No
161	Outside storage fire	No
162	Outside equipment fire	No
163	Outside gas or vapor combustion explosion	No
210	Overpressure rupture from steam, other	No
251	Excessive heat, scorch burns with no ignition	No
300	Rescue, emergency medical call (EMS) call, other	Yes
311	Medical assist, assist EMS crew	Yes
320	Emergency medical service, other	Yes
321	EMS call, excluding vehicle accident with injury	Yes
322	Vehicle accident with injuries	Yes
323	Motor vehicle/pedestrian accident (MV Ped)	Yes
324	Motor vehicle accident with no injuries	No
331	Lock-in (if lock out , use 511)	No
340	Search, other	No
342	Search for person in water	No
350	Extrication, rescue, other	No
352	Extrication of victim(s) from vehicle	No
353	Removal of victim(s) from stalled elevator	No
357	Extrication of victim(s) from machinery	No
365	Watercraft rescue	No
381	Rescue or EMS standby	Yes
400	Hazardous condition, other	No
410	Flammable gas or liquid condition, other	No
411	Gasoline or other flammable liquid spill	No
412	Gas leak (natural gas or LPG)	No
420	Toxic condition, other	No
421	Chemical hazard (no spill or leak)	No
422	Chemical spill or leak	No
424	Carbon monoxide incident	No

Code	Description	EMS
440	Electrical wiring/equipment problem, other	No
441	Heat from short circuit (wiring), defective/worn	No
442	Overheated motor	No
444	Power line down	No
445	Arcing, shorted electrical equipment	No
460	Accident, potential accident, other	No
461	Building or structure weakened or collapsed	No
463	Vehicle accident, general cleanup	No
480	Attempted burning, illegal action, other	No
500	Service Call, other	No
510	Person in distress, other	No
511	Lock-out	No
512	Ring or jewelry removal	No
520	Water problem, other	No
522	Water or steam leak	No
531	Smoke or odor removal	No
540	Animal problem, other	No
541	Animal problem	No
542	Animal rescue	No
550	Public service assistance, other	No
551	Assist police or other governmental agency	No
552	Police matter	No
553	Public service	No
554	Assist invalid	Yes
555	Defective elevator, no occupants	No
561	Unauthorized burning	No
600	Good intent call, other	No
611	Dispatched & canceled en route	No
621	Wrong location	No
622	No incident found at dispatch address	No
631	Authorized controlled burning	No
641	Vicinity alarm (incident in other location)	No
651	Smoke scare, odor of smoke	No
652	Steam, vapor, fog or dust thought to be smoke	No
653	Barbecue, tar kettle	No
671	Hazmat release investigation w/ no hazmat	No
700	False alarm or false call, other	No
710	Malicious, mischievous false call, other	No
711	Municipal alarm system, malicious false alarm	No
714	Central station, malicious false alarm	No
715	Local alarm system, malicious false alarm	No
730	System malfunction, other	No
731	Sprinkler activation due to malfunction	No
733	Smoke detector activation due to malfunction	No
734	Heat detector activation due to malfunction	No
735	Alarm system sounded due to malfunction	No

Code	Description	EMS
736	CO detector activation due to malfunction	No
740	Unintentional transmission of alarm, other	No
740	Sprinkler activation, no fire - unintentional	No
743	Smoke detector activation, no fire - unintentional	No
744	Detector activation, no fire - unintentional	No
745	Alarm system sounded, no fire - unintentional	No
746	Carbon monoxide detector activation, no CO	No
813	Wind storm, tornado/hurricane assessment	No
814	Lightning strike (no fire)	No
900	Special type of incident, other	No

Appendix B

FIXED PROPERTY USE CODES AND USE DESCRIPTIONS

Code	Description	Hazard Class Assigned
100	Assembly, other	Not Used
110	Fixed use recreation places, other	Hazard Class 5
120	Variable use amusement, recreation places	Hazard Class 5
121	Ballroom, gymnasium	Hazard Class 7
124	Playground	Hazard Class 7
129	Amusement center: indoor/outdoor	Hazard Class 5
130	Places of worship, funeral parlors	Hazard Class 6
131	Church, mosque, synagogue, temple, chapel	Hazard Class 6
134	Funeral parlor	Hazard Class 6
141	Athletic/health club	Hazard Class 7
142	Clubhouse	Hazard Class 7
150	Public or government, other	Hazard Class 6
151	Library	Hazard Class 7
155	Courthouse	Hazard Class 6
160	Eating, drinking places	Hazard Class 5
161	Restaurant or cafeteria	Hazard Class 5
162	Bar or nightclub	Hazard Class 5
173	Bus station	Hazard Class 4
183	Movie theater	Hazard Class 4
200	Educational, other	Hazard Class 7
210	Schools, non-adult	Hazard Class 7
211	Preschool	Hazard Class 7
213	Elementary school, including kindergarten	Hazard Class 7
215	High school/junior high school/middle school	Hazard Class 7
241	Adult education center, college classroom	Hazard Class 7
254	Day care, in commercial property	Hazard Class 7
300	Health care, detention, & correction, other	Hazard Class 7
311	24-hour care Nursing homes, 4 or more persons	Hazard Class 7
321	Mental retardation/development disability facility	Hazard Class 7
331	Hospital - medical or psychiatric	Hazard Class 7
332	Hospices	Hazard Class 7
340	Clinics, Doctors offices, hemodialysis centers	Hazard Class 6
341	Clinic, clinic-type infirmary	Hazard Class 6
342	Doctor, dentist or oral surgeon's office	Hazard Class 6
361	Jail, prison (not juvenile)	Hazard Class 7
365	Police station	Hazard Class 7
400	Residential, other	Hazard Class 7
419	1 or 2 family dwelling	Hazard Class 7
429	Multifamily dwellings	Hazard Class 7
439	Boarding/rooming house, residential hotels	Hazard Class 7
449	Hotel/motel, commercial	Hazard Class 7
460	Dormitory type residence, other	Hazard Class 7
500	Mercantile, business, other	Hazard Class 4
511	Convenience store	Hazard Class 6
519	Food and beverage sales, grocery store	Hazard Class 4
529	Textile, wearing apparel sales	Hazard Class 4

Code	Description	Hazard Class Assigned
549	Specialty shop	Hazard Class 4
557	Personal service, including barber & beauty shops	Hazard Class 4
559	Recreational, hobby, home repair sales, pet store	Hazard Class 4
571	Service station, gas station	Hazard Class 6
579	Motor vehicle or boat sales, services, repair	Hazard Class 4
580	General retail, other	Hazard Class 4
581	Department or discount store	Hazard Class 4
592	Bank	Hazard Class 7
593	Office: veterinary or research	Hazard Class 6
596	Post office or mailing firms	Hazard Class 6
599	Business office	Hazard Class 7
639	Communications center	Hazard Class 6
644	Gas distribution, pipeline, gas distribution	Hazard Class 6
647	Water utility	Hazard Class 6
669	Forest, timberland, woodland	Not Used
700	Manufacturing, processing	Hazard Class 5
800	Storage, other	Hazard Class 4
807	Outside material storage area	Not Used
808	Outbuilding or shed	Not Used
880	Vehicle storage, other	Hazard Class 6
882	Parking garage, general vehicle	Hazard Class 6
888	Fire station	Hazard Class 7
891	Warehouse	Hazard Class 4
898	Dock, marina, pier, wharf	Hazard Class 4
899	Residential or self storage units	Hazard Class 4
900	Outside or special property, other	Not Used
931	Open land or field	Not Used
935	Campsite with utilities	Hazard Class 7
936	Vacant lot	Not Used
940	Water area, other	Not Used
946	Lake, river, stream	Not Used
951	Railroad right of way	Not Used
960	Street, other	Not Used
961	Highway or divided highway	Not Used
962	Residential street, road or residential driveway	Not Used
963	Street or road in commercial area	Not Used
981	Construction site	Not Used
984	Industrial plant yard - area	Hazard Class 6
985	Vehicle parking area	Not Used
000	Property Use, other	Not Used
NNN	None	Not Used
UUU	Undetermined	Not Used

Appendix C

ORANGE COUNTY BUILDING IMPROVEMENT CODES

BUC Code	Description	Hazard Class
0102	SINGLE FAMILY RESIDENTIAL CLASS II	HAZARD CLASS 7
0103	SINGLE FAMILY RESIDENTIAL CLASS III	HAZARD CLASS 7
0104	SINGLE FAMILY RESIDENTIAL CLASS IV	HAZARD CLASS 7
0120	TOWNHOUSE	HAZARD CLASS 7
0121	CLASS II TOWNHOUSE	HAZARD CLASS 7
0122	Townhouse Class III	HAZARD CLASS 7
0201	CLASS I MANUFACTURED HOME	HAZARD CLASS 7
0202	CLASS II MANUFACTURED HOME	HAZARD CLASS 7
0203	MANUFACTURED HOME	HAZARD CLASS 7
0310	MODERN APARTMENT COMPLEX	HAZARD CLASS 7
0314	Mid-Rise Apartment	HAZARD CLASS 7
0349	Multi-Family 11-49 Units	HAZARD CLASS 7
0400	CONDOMINIUM - RESIDENTIAL	HAZARD CLASS 7
0411	CONDOMINIUM - RETAIL	HAZARD CLASS 3-4
0417	CONDOMINIUM - OFFICE 1-3 FLOORS	HAZARD CLASS 7
0419	CONDOMINIUM - PROFESSIONAL BUILDING	HAZARD CLASS 7
0421	CONDOMINIUM - RESTAURANT	HAZARD CLASS 5
0448	CONDOMINIUM - WAREHOUSE	HAZARD CLASS 3-4
0499	CONDO - LAND ONLY	NOT USED
0600	RETIREMENT HOMES	HAZARD CLASS 7
0805	5-UNIT DUPLEX	HAZARD CLASS 7
0812	DUPLEX	HAZARD CLASS 7
0813	TRIPLEX	HAZARD CLASS 7
0822	CLASS II DUPLEX	HAZARD CLASS 7
1004	Vacant Condo Site	HAZARD CLASS 7
1100	STORE 1 STORY	HAZARD CLASS 3-4
1105	Retail Multi-Tenant	HAZARD CLASS 3-4
1107	Retail Multi-Tenant II	HAZARD CLASS 3-4
1110	CONVENIENCE STORE	HAZARD CLASS 6
1115	Free Standing Retail	HAZARD CLASS 3-4
1120	Drug Store	HAZARD CLASS 6
1125	Big Box Rtl Small	HAZARD CLASS 3-4
1130	Big Box Retail Med	HAZARD CLASS 3-4
1135	Big Box Retail Large	HAZARD CLASS 3-4
1200	COMMERCIALLY CONVERTED SINGLE FAMILY RESIDENTIAL	HAZARD CLASS 7
1210	Store/Office/Res Class 2	HAZARD CLASS 7
1300	DEPARTMENT STORE	HAZARD CLASS 3-4
1400	SUPERMARKET	HAZARD CLASS 3-4
1500	SHOPPING CENTER REGIONAL	HAZARD CLASS 3-4
1600	SHOPPING CENTER LOCAL	HAZARD CLASS 3-4
1610	Neighborhood Center	HAZARD CLASS 3-4
1700	OFFICE 1 TO 3 STORY	HAZARD CLASS 7
1702	OFFICE 1 TO 3 STORY	HAZARD CLASS 7
1800	OFFICE 4 OR MORE STORIES	HAZARD CLASS 7
1900	PROFESSIONAL BUILDING	HAZARD CLASS 7

BUC Code	Description	Hazard Class
1910	CHILD CARE FACILITY	HAZARD CLASS 7
1911	Child Care Center Class II	HAZARD CLASS 7
2100	RESTAURANT	HAZARD CLASS 5
2200	CHAIN RESTAURANT	HAZARD CLASS 5
2300	FINANCIAL INSTITUTION	HAZARD CLASS 7
2704	Rv/Motorcyle Dealership	HAZARD CLASS 3-4
2705	Auto Sales - Used	HAZARD CLASS 3-4
2720	TIRE DEALER	HAZARD CLASS 3-4
2730	LUBE FACILITY	HAZARD CLASS 3-4
2740	VEHICLE REPAIR	HAZARD CLASS 3-4
2751	Car Wash Drive Thru	HAZARD CLASS 3-4
2752	Car Wash Automatic	HAZARD CLASS 3-4
2800	PARKING GARAGE	NOT USED
3000	GREENHOUSE	NOT USED
3200	THEATER, ENCLOSED	HAZARD CLASS 7
3400	RECREATION/CLUB BUILDING/MEETING	HAZARD CLASS 7
3800	GOLF COURSE	HAZARD CLASS 7
3910	AVERAGE HOTEL	HAZARD CLASS 7
4100	LIGHT MANUFACTURING	HAZARD CLASS 3-4
4400	PACKING PLANT/COLD STORAGE FREEZERS	HAZARD CLASS 5
4610	FOOD PROCESSING FREEZER	HAZARD CLASS 5
4800	WAREHOUSE	HAZARD CLASS 3-4
4807	Ind Warehouse II	HAZARD CLASS 3-4
4808	Ind Distribution I	HAZARD CLASS 3-4
4810	DISTRIBUTION WAREHOUSE	HAZARD CLASS 3-4
4820	Mini Warehouse	HAZARD CLASS 3-4
4825	Mini Warehouse	HAZARD CLASS 3-4
4830	TRUCK TERMINAL	HAZARD CLASS 3-4
4900	BARN/SHED	HAZARD CLASS 5
7100	CHURCH	HAZARD CLASS 6
7200	SCHOOL/COLLEGE	HAZARD CLASS 7
7400	HOME FOR THE AGED	HAZARD CLASS 7
7600	MORTUARY	HAZARD CLASS 6
7700	CLUB/LODGE/HALL	HAZARD CLASS 7
8000	NOT USED	NOT USED
8300	PUBLIC SCHOOL	HAZARD CLASS 7
8500	HOSPITAL	HAZARD CLASS 7
8600	COUNTY BUILDING	HAZARD CLASS 6
8800	FEDERAL BUILDING	HAZARD CLASS 6
8900	MUNICIPAL BUILDING	HAZARD CLASS 6
9100	UTILITIES	HAZARD CLASS 6

Appendix D

FLORIDA DEPARTMENT OF REVENUE PROPERTY USE CODES

Code	Description
0000	VACANT
0100	SINGLE FAMILY
0200	MOBILE HOME
0300	MULTIFAMILY
0400	CONDOMINIUM
0500	COOPERATIVE
0600	RETIREMENT
0700	MISC. RESIDENCE
0800	MFR <10 UNITS
0900	COMMON AREA
1000	VACANT COMM
1100	STORES
1200	STORE/OFF/RES
1300	DEPT STORE
1400	SUPERMARKET
1500	SH CTR REGIONAL
1600	SH CTR CMMITY
1601	SH CTR NBHD
1700	OFFICE 1 STORY
1701	POST OFFICE
1800	OFF MULTISTORY
1900	PROF OFFICES
2000	AIRPORT
2100	RESTAURANT
2200	REST, DRIVE-IN
2300	FINANCIAL
2400	INSURANCE
2500	SERVICE SHOPS
2600	SERV STATIONS
2700	AUTO SALES
2800	PKG LOT (COMM)
2801	MOBILE HOME PARK
2900	WHOLESALER
3000	FLORIST
3100	DRV-IN THEATER
3200	THEATER
3300	NIGHT CLUBS
3400	BOWLING ALLEY
3500	TOURIST ATTRACTION
3600	CAMPS
3700	RACETRACK
3800	GOLF COURSE
3900	MOTEL
4000	VACANT INDUSTRIAL
4100	LIGHT MFG
4200	HEAVY MFG
4300	LUMBER YD/MILL

Code	Description
4400	PACKING
4500	BOTTLER
4600	FOOD PROCESSING
4700	MIN PROCESSING
4800	WAREH/DIST TERM
4900	OPEN STORAGE
5000	IMPROVED AGRI
5100	CROPSOIL CLASS1
5200	CROPSOIL CLASS2
5300	CROPSOIL CLASS3
5400	TMBR SI 90+
5500	TMBR SI 80-89
5600	TMBR SI 70-79
5700	TMBR SI 60-69
5800	TMBR SI 50-59
5900	TMBR NOT CLSSFD
6000	GRZGSOIL CLASS1
6100	GRZGSOIL CLASS2
6200	GRZGSOIL CLASS3
6300	GRZGSOIL CLASS4
6400	GRZGSOIL CLASS5
6500	GRZGSOIL CLASS6
6600	ORCHARD GROVES
6700	POUL/BEES/FISH
6800	DAIRIES/FEEDLTS
6900	ORN/MISC AGRI
7000	VACANT INSTITUTIONAL
7100	CHURCHES
7200	PRV SCHL/COLL
7300	PRV HOSPITAL
7400	NURSING HOME
7500	ORPHNG/NON-PROF
7600	MORT/CEMETERY
7700	CLB/LDG/UN HALL
7800	SANI/ REST HOME
7900	CULTURAL
8000	WATER MGT DIST
8100	MILITARY
8200	FOREST/PK/REC
8300	PUB CTY SCHOOL
8400	COLLEGE
8500	HOSPITAL
8600	CTY INC NONMUNI
8700	STATE
8800	FEDERAL
8900	MUNICIPAL
9000	LEASEHOLD INT
9100	UTILITY

Code	Description
9200	MING/PET/GASLND
9300	SUBSURF RIGHTS
9400	RIGHT-OF-WAY
9500	RIVERS/LAKES
9600	SEWG/WASTE LAND
9700	OUTDR REC/PK LD
9800	CENTRALLY ASSD
9900	ACRG NOT ZND AG
9999	EXEMPT

Appendix E

FIRE PROTECTION UNIT ASSIGNMENT TABLE

Square Foot Tier	Min Sq Ft	Max Sq Ft	Equivalent Fire Protection Units	Factored Fire Protection Units
CLASS 7 TIER 1	100	1199	1	0.9847
CLASS 7 TIER 2	1200	1999	1.5	1.4771
CLASS 7 TIER 3	2000	3099	2	1.9694
CLASS 7 TIER 4	3100	4499	2.5	2.4618
CLASS 7 TIER 5	4500	6099	3	2.9541
CLASS 7 TIER 6	6100	7999	3.5	3.4465
CLASS 7 TIER 7	8000	9999	4	3.9388
CLASS 7 TIER 8	10000	12399	4.5	4.4312
CLASS 7 TIER 9	12400	14999	5	4.9235
CLASS 7 TIER 10	15000	17799	5.5	5.4159
CLASS 7 TIER 11	17800	20899	6	5.9082
CLASS 7 TIER 12	20900	24199	6.5	6.4006
CLASS 7 TIER 13	24200	27799	7	6.8929
CLASS 7 TIER 14	27800	31699	7.5	7.3853
CLASS 7 TIER 15	31700	35699	8	7.8776
CLASS 7 TIER 16	35700	39999	8.5	8.3700
CLASS 7 TIER 17	40000	44599	9	8.8623
CLASS 7 TIER 18	44600	49399	9.5	9.3547
CLASS 7 TIER 19	49400	54499	10	9.8470
CLASS 7 TIER 20	54500	59799	10.5	10.3394
CLASS 7 TIER 21	59800	65399	11	10.8317
CLASS 7 TIER 22	65400	71199	11.5	11.3241
CLASS 7 TIER 23	71200	77199	12	11.8164
CLASS 7 TIER 24	77200	83499	12.5	12.3088
CLASS 7 TIER 25	83500	89999	13	12.8011
CLASS 7 TIER 26	90000	96799	13.5	13.2935
CLASS 7 TIER 27	96800	103899	14	13.7858
CLASS 7 TIER 28	103900	111199	14.5	14.2782
CLASS 7 TIER 29	111200	118699	15	14.7705
CLASS 7 TIER 30	118700	126499	15.5	15.2629
CLASS 7 TIER 31	126500	134499	16	15.7552
CLASS 7 TIER 32	134500	142799	16.5	16.2476
CLASS 7 TIER 33	142800	151299	17	16.7399
CLASS 7 TIER 34	151300	159999	17.5	17.2323
CLASS 7 TIER 35	160000	169099	18	17.7246
CLASS 7 TIER 36	169100	178299	18.5	18.2170
CLASS 7 TIER 37	178300	187799	19	18.7093
CLASS 7 TIER 38	187800	197599	19.5	19.2017
CLASS 7 TIER 39	197600	207599	20	19.6940
CLASS 7 TIER 40	207600	217799	20.5	20.1864
CLASS 7 TIER 41	217800	228299	21	20.6787
CLASS 7 TIER 42	228300	239099	21.5	21.1711
CLASS 7 TIER 43	239100	249999	22	21.6634
CLASS 7 TIER 44	250000	261299	22.5	22.1558
CLASS 7 TIER 45	261300	272799	23	22.6481
CLASS 7 TIER 46	272800	284499	23.5	23.1405
CLASS 7 TIER 47	284500	296499	24	23.6328

Square Foot Tier	Min Sq Ft	Max Sq Ft	Equivalent Fire Protection Units	Factored Fire Protection Units
CLASS 7 TIER 48	296500	308699	24.5	24.1252
CLASS 7 TIER 49	308700	321199	25	24.6175
CLASS 7 TIER 50	321200	333899	25.5	25.1099
CLASS 7 TIER 51	333900	346799	26	25.6022
CLASS 7 TIER 52	346800	359999	26.5	26.0946
CLASS 7 TIER 53	360000	373499	27	26.5869
CLASS 7 TIER 54	373500	387199	27.5	27.0793
CLASS 7 TIER 55	387200	401199	28	27.5716
CLASS 7 TIER 56	401200	415399	28.5	28.0640
CLASS 7 TIER 57	415400	429799	29	28.5563
CLASS 7 TIER 58	429800	444499	29.5	29.0487
CLASS 7 TIER 59	444500	459399	30	29.5410
CLASS 7 TIER 60	459400	474599	30.5	30.0334
CLASS 7 TIER 61	474600	489999	31	30.5257
CLASS 7 TIER 62	490000	505699	31.5	31.0181
CLASS 7 TIER 63	505700	521699	32	31.5104
CLASS 7 TIER 64	521700	537799	32.5	32.0028
CLASS 7 TIER 65	537800	554199	33	32.4951
CLASS 7 TIER 66	554200	570899	33.5	32.9875
CLASS 7 TIER 67	570900	587799	34	33.4798
CLASS 7 TIER 68	587800	604999	34.5	33.9722
CLASS 7 TIER 69	605000	622399	35	34.4645
CLASS 7 TIER 70	622400	639999	35.5	34.9569
CLASS 7 TIER 71	640000	657999	36	35.4492
CLASS 7 TIER 72	658000	676099	36.5	35.9416
CLASS 7 TIER 73	676100	694499	37	36.4339
CLASS 7 TIER 74	694500	713099	37.5	36.9263
CLASS 7 TIER 75	713100	731999	38	37.4186
CLASS 7 TIER 76	732000	751199	38.5	37.9110
CLASS 7 TIER 77	751200	770499	39	38.4033
CLASS 7 TIER 78	770500	790199	39.5	38.8957
CLASS 7 TIER 79	790200	999999999	40	39.3880
CLASS 6 TIER 1	100	899	1	1.6803
CLASS 6 TIER 2	900	1599	1.5	2.5205
CLASS 6 TIER 3	1600	2499	2	3.3606
CLASS 6 TIER 4	2500	3499	2.5	4.2008
CLASS 6 TIER 5	3500	4799	3	5.0409
CLASS 6 TIER 6	4800	6199	3.5	5.8811
CLASS 6 TIER 7	6200	7799	4	6.7212
CLASS 6 TIER 8	7800	9699	4.5	7.5614
CLASS 6 TIER 9	9700	11699	5	8.4015
CLASS 6 TIER 10	11700	13899	5.5	9.2417
CLASS 6 TIER 11	13900	16299	6	10.0818
CLASS 6 TIER 12	16300	18899	6.5	10.9220
CLASS 6 TIER 13	18900	21699	7	11.7621
CLASS 6 TIER 14	21700	24699	7.5	12.6023
CLASS 6 TIER 15	24700	27799	8	13.4424
CLASS 6 TIER 16	27800	31199	8.5	14.2826

Square Foot Tier	Min Sq Ft	Max Sq Ft	Equivalent Fire Protection Units	Factored Fire Protection Units
CLASS 6 TIER 17	31200	34699	9	15.1227
CLASS 6 TIER 18	34700	38499	9.5	15.9629
CLASS 6 TIER 19	38500	42399	10	16.8030
CLASS 6 TIER 20	42400	46599	10.5	17.6432
CLASS 6 TIER 21	46600	50899	11	18.4833
CLASS 6 TIER 22	50900	55399	11.5	19.3235
CLASS 6 TIER 23	55400	60099	12	20.1636
CLASS 6 TIER 24	60100	64999	12.5	21.0038
CLASS 6 TIER 25	65000	70099	13	21.8439
CLASS 6 TIER 26	70100	75399	13.5	22.6841
CLASS 6 TIER 27	75400	80899	14	23.5242
CLASS 6 TIER 28	80900	86599	14.5	24.3644
CLASS 6 TIER 29	86600	92399	15	25.2045
CLASS 6 TIER 30	92400	98499	15.5	26.0447
CLASS 6 TIER 31	98500	104699	16	26.8848
CLASS 6 TIER 32	104700	111199	16.5	27.7250
CLASS 6 TIER 33	111200	117799	17	28.5651
CLASS 6 TIER 34	117800	124599	17.5	29.4053
CLASS 6 TIER 35	124600	131599	18	30.2454
CLASS 6 TIER 36	131600	138799	18.5	31.0856
CLASS 6 TIER 37	138800	146199	19	31.9257
CLASS 6 TIER 38	146200	153799	19.5	32.7659
CLASS 6 TIER 39	153800	161599	20	33.6060
CLASS 6 TIER 40	161600	169599	20.5	34.4462
CLASS 6 TIER 41	169600	177799	21	35.2863
CLASS 6 TIER 42	177800	186099	21.5	36.1265
CLASS 6 TIER 43	186100	194699	22	36.9666
CLASS 6 TIER 44	194700	203399	22.5	37.8068
CLASS 6 TIER 45	203400	212399	23	38.6469
CLASS 6 TIER 46	212400	221499	23.5	39.4871
CLASS 6 TIER 47	221500	230799	24	40.3272
CLASS 6 TIER 48	230800	240299	24.5	41.1674
CLASS 6 TIER 49	240300	249999	25	42.0075
CLASS 6 TIER 50	250000	259899	25.5	42.8477
CLASS 6 TIER 51	259900	269999	26	43.6878
CLASS 6 TIER 52	270000	280299	26.5	44.5280
CLASS 6 TIER 53	280300	290799	27	45.3681
CLASS 6 TIER 54	290800	301499	27.5	46.2083
CLASS 6 TIER 55	301500	312299	28	47.0484
CLASS 6 TIER 56	312300	323399	28.5	47.8886
CLASS 6 TIER 57	323400	334599	29	48.7287
CLASS 6 TIER 58	334600	346099	29.5	49.5689
CLASS 6 TIER 59	346100	357699	30	50.4090
CLASS 6 TIER 60	357700	369499	30.5	51.2492
CLASS 6 TIER 61	369500	381499	31	52.0893
CLASS 6 TIER 62	381500	393699	31.5	52.9295
CLASS 6 TIER 63	393700	406099	32	53.7696
CLASS 6 TIER 64	406100	418699	32.5	54.6098

Square Foot Tier	Min Sq Ft	Max Sq Ft	Equivalent Fire Protection Units	Factored Fire Protection Units
CLASS 6 TIER 65	418700	431499	33	55.4499
CLASS 6 TIER 66	431500	444499	33.5	56.2901
CLASS 6 TIER 67	444500	457699	34	57.1302
CLASS 6 TIER 68	457700	470999	34.5	57.9704
CLASS 6 TIER 69	471000	484599	35	58.8105
CLASS 6 TIER 70	484600	498299	35.5	59.6507
CLASS 6 TIER 71	498300	512299	36	60.4908
CLASS 6 TIER 72	512300	526399	36.5	61.3310
CLASS 6 TIER 73	526400	540699	37	62.1711
CLASS 6 TIER 74	540700	555199	37.5	63.0113
CLASS 6 TIER 75	555200	569899	38	63.8514
CLASS 6 TIER 76	569900	584799	38.5	64.6916
CLASS 6 TIER 77	584800	599899	39	65.5317
CLASS 6 TIER 78	599900	615199	39.5	66.3719
CLASS 6 TIER 79	615200	999999999	40	67.2120
CLASS 5 TIER 1	100	699	1	1.6238
CLASS 5 TIER 2	700	1199	1.5	2.4357
CLASS 5 TIER 3	1200	1799	2	3.2476
CLASS 5 TIER 4	1800	2499	2.5	4.0595
CLASS 5 TIER 5	2500	3499	3	4.8714
CLASS 5 TIER 6	3500	4499	3.5	5.6833
CLASS 5 TIER 7	4500	5699	4	6.4952
CLASS 5 TIER 8	5700	6999	4.5	7.3071
CLASS 5 TIER 9	7000	8499	5	8.1190
CLASS 5 TIER 10	8500	9999	5.5	8.9309
CLASS 5 TIER 11	10000	11799	6	9.7428
CLASS 5 TIER 12	11800	13699	6.5	10.5547
CLASS 5 TIER 13	13700	15699	7	11.3666
CLASS 5 TIER 14	15700	17799	7.5	12.1785
CLASS 5 TIER 15	17800	20099	8	12.9904
CLASS 5 TIER 16	20100	22499	8.5	13.8023
CLASS 5 TIER 17	22500	25099	9	14.6142
CLASS 5 TIER 18	25100	27799	9.5	15.4261
CLASS 5 TIER 19	27800	30699	10	16.2380
CLASS 5 TIER 20	30700	33699	10.5	17.0499
CLASS 5 TIER 21	33700	36799	11	17.8618
CLASS 5 TIER 22	36800	39999	11.5	18.6737
CLASS 5 TIER 23	40000	43499	12	19.4856
CLASS 5 TIER 24	43500	46999	12.5	20.2975
CLASS 5 TIER 25	47000	50699	13	21.1094
CLASS 5 TIER 26	50700	54499	13.5	21.9213
CLASS 5 TIER 27	54500	58499	14	22.7332
CLASS 5 TIER 28	58500	62499	14.5	23.5451
CLASS 5 TIER 29	62500	66799	15	24.3570
CLASS 5 TIER 30	66800	71199	15.5	25.1689
CLASS 5 TIER 31	71200	75699	16	25.9808
CLASS 5 TIER 32	75700	80299	16.5	26.7927
CLASS 5 TIER 33	80300	85099	17	27.6046

Square Foot Tier	Min Sq Ft	Max Sq Ft	Equivalent Fire Protection Units	Factored Fire Protection Units
CLASS 5 TIER 34	85100	89999	17.5	28.4165
CLASS 5 TIER 35	90000	95099	18	29.2284
CLASS 5 TIER 36	95100	100299	18.5	30.0403
CLASS 5 TIER 37	100300	105699	19	30.8522
CLASS 5 TIER 38	105700	111199	19.5	31.6641
CLASS 5 TIER 39	111200	116799	20	32.4760
CLASS 5 TIER 40	116800	122499	20.5	33.2879
CLASS 5 TIER 41	122500	128499	21	34.0998
CLASS 5 TIER 42	128500	134499	21.5	34.9117
CLASS 5 TIER 43	134500	140699	22	35.7236
CLASS 5 TIER 44	140700	146999	22.5	36.5355
CLASS 5 TIER 45	147000	153499	23	37.3474
CLASS 5 TIER 46	153500	159999	23.5	38.1593
CLASS 5 TIER 47	160000	166799	24	38.9712
CLASS 5 TIER 48	166800	173699	24.5	39.7831
CLASS 5 TIER 49	173700	180699	25	40.5950
CLASS 5 TIER 50	180700	187799	25.5	41.4069
CLASS 5 TIER 51	187800	195099	26	42.2188
CLASS 5 TIER 52	195100	202499	26.5	43.0307
CLASS 5 TIER 53	202500	210099	27	43.8426
CLASS 5 TIER 54	210100	217799	27.5	44.6545
CLASS 5 TIER 55	217800	225699	28	45.4664
CLASS 5 TIER 56	225700	233699	28.5	46.2783
CLASS 5 TIER 57	233700	241799	29	47.0902
CLASS 5 TIER 58	241800	249999	29.5	47.9021
CLASS 5 TIER 59	250000	258499	30	48.7140
CLASS 5 TIER 60	258500	266999	30.5	49.5259
CLASS 5 TIER 61	267000	275699	31	50.3378
CLASS 5 TIER 62	275700	284499	31.5	51.1497
CLASS 5 TIER 63	284500	293499	32	51.9616
CLASS 5 TIER 64	293500	302499	32.5	52.7735
CLASS 5 TIER 65	302500	311799	33	53.5854
CLASS 5 TIER 66	311800	321199	33.5	54.3973
CLASS 5 TIER 67	321200	330699	34	55.2092
CLASS 5 TIER 68	330700	340299	34.5	56.0211
CLASS 5 TIER 69	340300	350099	35	56.8330
CLASS 5 TIER 70	350100	359999	35.5	57.6449
CLASS 5 TIER 71	360000	370099	36	58.4568
CLASS 5 TIER 72	370100	380299	36.5	59.2687
CLASS 5 TIER 73	380300	390699	37	60.0806
CLASS 5 TIER 74	390700	401199	37.5	60.8925
CLASS 5 TIER 75	401200	411799	38	61.7044
CLASS 5 TIER 76	411800	422499	38.5	62.5163
CLASS 5 TIER 77	422500	433499	39	63.3282
CLASS 5 TIER 78	433500	444499	39.5	64.1401
CLASS 5 TIER 79	444500	999999999	40	64.9520
CLASS 3-4 TIER 1	100	499	1	1.0813
CLASS 3-4 TIER 2	500	899	1.5	1.6220

Square Foot Tier	Min Sq Ft	Max Sq Ft	Equivalent Fire Protection Units	Factored Fire Protection Units
CLASS 3-4 TIER 3	900	1399	2	2.1626
CLASS 3-4 TIER 4	1400	1899	2.5	2.7033
CLASS 3-4 TIER 5	1900	2599	3	3.2439
CLASS 3-4 TIER 6	2600	3399	3.5	3.7846
CLASS 3-4 TIER 7	3400	4299	4	4.3252
CLASS 3-4 TIER 8	4300	5299	4.5	4.8659
CLASS 3-4 TIER 9	5300	6399	5	5.4065
CLASS 3-4 TIER 10	6400	7599	5.5	5.9472
CLASS 3-4 TIER 11	7600	8899	6	6.4878
CLASS 3-4 TIER 12	8900	10299	6.5	7.0285
CLASS 3-4 TIER 13	10300	11899	7	7.5691
CLASS 3-4 TIER 14	11900	13499	7.5	8.1098
CLASS 3-4 TIER 15	13500	15199	8	8.6504
CLASS 3-4 TIER 16	15200	17099	8.5	9.1911
CLASS 3-4 TIER 17	17100	18999	9	9.7317
CLASS 3-4 TIER 18	19000	21099	9.5	10.2724
CLASS 3-4 TIER 19	21100	23199	10	10.8130
CLASS 3-4 TIER 20	23200	25499	10.5	11.3537
CLASS 3-4 TIER 21	25500	27799	11	11.8943
CLASS 3-4 TIER 22	27800	30299	11.5	12.4350
CLASS 3-4 TIER 23	30300	32899	12	12.9756
CLASS 3-4 TIER 24	32900	35499	12.5	13.5163
CLASS 3-4 TIER 25	35500	38299	13	14.0569
CLASS 3-4 TIER 26	38300	41199	13.5	14.5976
CLASS 3-4 TIER 27	41200	44199	14	15.1382
CLASS 3-4 TIER 28	44200	47299	14.5	15.6789
CLASS 3-4 TIER 29	47300	50499	15	16.2195
CLASS 3-4 TIER 30	50500	53799	15.5	16.7602
CLASS 3-4 TIER 31	53800	57199	16	17.3008
CLASS 3-4 TIER 32	57200	60799	16.5	17.8415
CLASS 3-4 TIER 33	60800	64399	17	18.3821
CLASS 3-4 TIER 34	64400	68099	17.5	18.9228
CLASS 3-4 TIER 35	68100	71899	18	19.4634
CLASS 3-4 TIER 36	71900	75899	18.5	20.0041
CLASS 3-4 TIER 37	75900	79899	19	20.5447
CLASS 3-4 TIER 38	79900	84099	19.5	21.0854
CLASS 3-4 TIER 39	84100	88299	20	21.6260
CLASS 3-4 TIER 40	88300	92699	20.5	22.1667
CLASS 3-4 TIER 41	92700	97099	21	22.7073
CLASS 3-4 TIER 42	97100	101699	21.5	23.2480
CLASS 3-4 TIER 43	101700	106399	22	23.7886
CLASS 3-4 TIER 44	106400	111199	22.5	24.3293
CLASS 3-4 TIER 45	111200	115999	23	24.8699
CLASS 3-4 TIER 46	116000	120999	23.5	25.4106
CLASS 3-4 TIER 47	121000	126099	24	25.9512
CLASS 3-4 TIER 48	126100	131299	24.5	26.4919
CLASS 3-4 TIER 49	131300	136599	25	27.0325
CLASS 3-4 TIER 50	136600	141999	25.5	27.5732

Square Foot Tier	Min Sq Ft	Max Sq Ft	Equivalent Fire Protection Units	Factored Fire Protection Units
CLASS 3-4 TIER 51	142000	147499	26	28.1138
CLASS 3-4 TIER 52	147500	153199	26.5	28.6545
CLASS 3-4 TIER 53	153200	158899	27	29.1951
CLASS 3-4 TIER 54	158900	164699	27.5	29.7358
CLASS 3-4 TIER 55	164700	170699	28	30.2764
CLASS 3-4 TIER 56	170700	176699	28.5	30.8171
CLASS 3-4 TIER 57	176700	182799	29	31.3577
CLASS 3-4 TIER 58	182800	189099	29.5	31.8984
CLASS 3-4 TIER 59	189100	195399	30	32.4390
CLASS 3-4 TIER 60	195400	201899	30.5	32.9797
CLASS 3-4 TIER 61	201900	208499	31	33.5203
CLASS 3-4 TIER 62	208500	215099	31.5	34.0610
CLASS 3-4 TIER 63	215100	221899	32	34.6016
CLASS 3-4 TIER 64	221900	228799	32.5	35.1423
CLASS 3-4 TIER 65	228800	235799	33	35.6829
CLASS 3-4 TIER 66	235800	242899	33.5	36.2236
CLASS 3-4 TIER 67	242900	249999	34	36.7642
CLASS 3-4 TIER 68	250000	257299	34.5	37.3049
CLASS 3-4 TIER 69	257300	264799	35	37.8455
CLASS 3-4 TIER 70	264800	272299	35.5	38.3862
CLASS 3-4 TIER 71	272300	279899	36	38.9268
CLASS 3-4 TIER 72	279900	287599	36.5	39.4675
CLASS 3-4 TIER 73	287600	295399	37	40.0081
CLASS 3-4 TIER 74	295400	303299	37.5	40.5488
CLASS 3-4 TIER 75	303300	311399	38	41.0894
CLASS 3-4 TIER 76	311400	319499	38.5	41.6301
CLASS 3-4 TIER 77	319500	327799	39	42.1707
CLASS 3-4 TIER 78	327800	336099	39.5	42.7114
CLASS 3-4 TIER 79	336100	999999999	40	43.2520