



# OCOEE CITY COMMISSION

Ocoee Commission Chambers  
1 N. Bluford Avenue  
Ocoee, Florida

October 1, 2024

## AGENDA

6:15 PM

### REGULAR CITY COMMISSION MEETING

#### • CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

#### • PRESENTATIONS AND PROCLAMATIONS

Fire Prevention Month

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

#### • FIRST READING OF ORDINANCE

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

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

7. Second Reading of Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code. **(Acting Assistant City Manager Rumer)**
8. Second Reading of Ordinances for Shoppes on the Bluff Small-Scale Comprehensive Plan Future Land Use Map Amendment & Rezoning; Project No. CPA-2024-003 & RZ-24-03-05. **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

9. Approval of 1 Taylor Street Right of Way Vacation; Project No. VAC-24-36. **(Concurrency & Commitment Coordinator McFarlane)**
10. Approval of HomeTowne Studios Special Exception; Project No. 5-24-SE-032. **(Concurrency & Commitment Coordinator McFarlane)**

• **REGULAR AGENDA**

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

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

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

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





## PROCLAMATION

**WHEREAS**, the City of Ocoee is committed to ensuring the safety and security of all those living in and visiting our state; and

**WHEREAS**, Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, Home fires killed more than 2,720 people in the United States in 2022, according to the U. S. Fire Administration, and fire departments in the United States responded to 374,300 home fires; and

**WHEREAS**, Cooking is the leading cause of home fires in the United States and fire departments responded to more than 178,600 annually between 2013 and 2022; and

**WHEREAS**, Two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

**WHEREAS**, More than half of reported non-fatal home cooking fire injuries occurred when the victim tried to fight the fire themselves; and

**WHEREAS**, Children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

**WHEREAS**, Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, Working smoke alarms cut the risk of dying in reported homes fires almost in half; and

**WHEREAS**, the City of Ocoee's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, the City of Ocoee's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**WHEREAS**, as October is fire prevention month, we find it appropriate to recognize all that Ocoee Fire Department does to protect our community both now and throughout its illustrious history in the City of Ocoee; and

**WHEREAS**, the 2024 Fire Prevention Month theme, "Cooking safety starts with YOU. Pay attention to fire prevention" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

**NOW, THEREFORE**, the City Commission of the City of Ocoee, does hereby proclaim October 2024 as

### ***Fire Prevention Month***

throughout this city and I urge all the people of the City of Ocoee to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Month 2024, and join me in thanking our fire fighters, staff, past and present, for their service and dedication to our community. Their tremendous skill, bravery and compassion in difficult circumstances does not go unnoticed, and we appreciate all they do to keep our community safe.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Ocoee, Florida, this 1<sup>st</sup> day of October, 2024.

***Rusty Johnson, Mayor***

**September 17, 2024**

**MINUTES**

**6:15 PM**

**REGULAR CITY COMMISSION MEETING**

**• CALL TO ORDER 6:15 PM**

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

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

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

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

Hispanic Heritage Month proclamation was read and proclaimed by **Mayor Johnson**. He also shared that in honor of Hispanic Heritage Month, 20 flags are on display throughout City Hall, representing communities with origins in 20 Latin American countries and territories. Additionally, he invited everyone to join the City's Hispanic Heritage Celebration on Thursday, October 3<sup>rd</sup>, from 5 PM to 9 PM at Bill Breeze Park.

**Marilyn Hattaway**, *Executive Director of West Orange Habitat for Humanity*, along with her team, gave a PowerPoint presentation highlighting their organization and the positive impact they have on the community. They appeared before the City Commission to propose a partnership for a neighborhood revitalization project. **Ms. Hattaway** requested that the City appoint a neighborhood liaison and contribute \$500 per home, totaling \$5,000, to support their goal of revitalizing 10 homes.

**Mayor Johnson** expressed his support for partnering with Habitat for Humanity and noted that there are sufficient funds available in the Contingency Fund balance, should the City Commission approve the partnership. **Commissioner Wilsen** sought clarification regarding if the funds would come from the current year's budget, and **Acting City Manager Shadrix** responded to her inquiry. **Commissioner Kennedy** pointed out that since this was not an agenda item, he questioned whether a vote could be taken. **City Attorney Geller** addressed his concern and advised that they allow public comments before proceeding with the vote.

**Motion: Move to approve the allocation of \$5,000 from the Contingency Fund balance to support the West Orange Habitat for Humanity's Neighborhood Revitalization project for 10 homes in Ocoee; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy;**

**Ages Hart**, *Ocoee Resident*, voiced his support of the revitalization project.

**After public comments, Motion carried 5-0.**

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

• **PUBLIC COMMENTS** - *None*

• **CONSENT AGENDA 6:33 PM**

**Consent Agenda Motion**

**Motion: Move to adopt the Consent Agenda Item #1-11; Moved by Commissioner Oliver, seconded by Commissioner Firstner; Motion carried 5-0.**

1. Approval of Minutes from the Regular City Commission Meeting held August 20, 2024. **(City Clerk Sibbitt)**
2. Approval to Ratify Appointment of the Fifth Trustee to the General Employees' Pension Board. **(City Clerk Sibbitt)**
3. Approval of Appointment of a Trustee to the Police Officer's/Firefighters' Retirement Board. **(City Clerk Sibbitt)**
4. Renewal of a Contract with the McKinnon Corporation for Economic Development and Transportation Consultant Services. **(Acting Assistant City Manager Rumer)**
5. Approval for Renewal of the E-Payment Services Agreement with Point & Pay, LLC and Client Application. **(Finance Director Roberts)**
6. Approval of the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. **(Police Chief Ogburn)**
7. Approval of Interlocal Agreements for Police Dispatching Services between the City of Winter Garden, the Town of Windermere, and the City of Ocoee. **(Police Chief Ogburn)**
8. Approval of Change Order No. 1 for ITB #24-002 W. Oakland Avenue Reconstruction. **(Acting Utilities Director Bolling)**
9. Approval of License Agreement Between Florida Central Railroad Company, LLC (FCEN) for the Floral Street Sewer Project. **(Acting Utilities Director Bolling)**
10. Approval of Florida Central Railroad Company, LLC (FCEN) License Agreement for the W. Oakland Avenue Reconstruction Project. **(Acting Utilities Director Bolling)**
11. Approval of Change Order No. 1 for RFQ #23-004 Construction Manager at Risk (CMR) for Floral Street Water, Sewer and Road Reconstruction. **(Acting Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE 6:34 PM**

12. First Reading of Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code. **(Acting Assistant City Manager Rumer)**

**City Attorney Geller** read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on October 1, 2024, at 6:15 PM or soon thereafter.

13. First Reading of Ordinances for Shoppes on the Bluff Small-Scale Comprehensive Plan Future Land Use Map Amendment & Rezoning; Project No. CPA-2024-003 & RZ-24-03-05. **(Zoning Manager Whitfield)**

**City Attorney Geller** read the title of the ordinances, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on October 1, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:37 PM**

14. Second Reading of Ordinance for a Temporary Six (6) Month Moratorium on the Processing and Consideration of Development Approvals. **(Acting Assistant City Manager Rumer)**

**City Attorney Geller** read the title of the ordinance.

**Acting Assistant City Manager Rumer** summarized the proposed ordinance for a temporary six (6) month moratorium on the processing and consideration of development approvals. This proposed development moratorium is a temporary halt or suspension of new construction or development projects. The objective of a development moratorium is to provide time for staff to focus on writing standards that will improve the city's place-making standards and to develop context-based development regulations so that architecture of buildings, placement and context of streets, frontages, and other infrastructure reflect the vision as stated by the Commission and citizens on numerous occasions before allowing new developments to proceed. During this moratorium, existing projects may continue, but no new applications for development permits are processed.

*The public hearing was opened.*

The following person(s) addressed the City Commission:

- **Doug Gomber**, *Ocoee Resident*, expressed his objection on the moratorium, and **Acting City Manager Shadrix** responded to his concerns.
- **Kellie Beck**, *Ocoee Resident*, expressed her support of the moratorium.

*The public hearing was closed.*

Each member of the City Commission voiced their support for the moratorium and commended the staff's efforts in focusing on design standards to enhance development within the City. **Mayor Johnson** expressed dissatisfaction with several unpleasant comments he received regarding an upcoming development.

**Motion: Move to approve Ordinance No. 2024-26, for a Temporary Six (6) Month Moratorium on the Processing and Consideration of Development Approvals; moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.**

• **PUBLIC HEARING 6:34 PM**

15. Approval of HomeTowne Studios Special Exception; Project No. 5-24-SE-032. CONTINUED TO OCTOBER 1, 2024, CITY COMMISSION MEETING AT THE REQUEST OF THE APPLICANT. (Concurrency & Commitment Coordinator McFarlane)

**Mayor Johnson** announced this item has been continued to the October 1, 2024, City Commission Meeting.

• **REGULAR AGENDA - None**

• **COMMENTS FROM COMMISSIONERS 6:58 PM**

**Commissioner Firstner – No further comments.**

**Commissioner Oliver – Commented on the following:**

- 1) Announced that we are still in hurricane season and urged citizens to continue to be vigilant and prepared.
- 2) Announced that Election Day is November 5<sup>th</sup> and the deadline to register to vote is October 7<sup>th</sup>.
- 3) Announced the Ocoee High School homecoming parade is on Wednesday, September 25<sup>th</sup> and urged everyone to come out and support.
- 4) Read an inspirational quote.

**Commissioner Wilsen – Commented on the following:**

- 1) Announced that Halloween Howl Night is Friday, October 25<sup>th</sup> from 6 PM to 9 PM at Bill Breeze Park, which will include Trunk or Treat, and the Jolly Jamboree is Saturday, December 14<sup>th</sup> from 3 PM to 8 PM in downtown.
- 2) Thanked the residents for attending and sharing their concerns and opinions.
- 3) Announced that she is looking forward to seeing the home improvements made possible through Habitat for Humanity.

**Commissioner Kennedy – Commented on the following:**

- 1) Commented on the demeanor of the emails sent by residents and reiterated that the Land Development Code rewrite has been long overdue and the Commission supports the residents and businesses of Ocoee.

**Mayor Johnson – Commented on the following:**

- 1) Questioned the progress of coming up with a process for residents and businesses to hook up to City sewer. **Acting City Manager Shadrix** addressed the Mayor's question and stated that the commission will be briefed at a future Commission Meeting and individual meetings with commissioners be scheduled.
- 2) Announced that the stop signs on Adair Street and Wurst Road are up, and urged citizens to be careful and watchful. The stop signs on White Road are being designed.

**Regular City Commission  
September 17, 2024**

- 3) Announced National Night Out is October 1<sup>st</sup> from 5 PM to 9 PM at Bill Breeze Park.
- 4) Announced his Ocoee High School Class Reunion is September 28<sup>th</sup>.

• **ADJOURNMENT 7:13 PM**

**APPROVED:**

**Attest:**

**City of Ocoee**

\_\_\_\_\_  
**Melanie Sibbitt, City Clerk**

\_\_\_\_\_  
**Rusty Johnson, Mayor**



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

**September 18, 2024**

**MINUTES**

**6:00 PM**

**FINAL BUDGET PUBLIC HEARING**

• **CALL TO ORDER 6:00 PM**

**Mayor Johnson** called the final budget hearing to order at 6:00 PM in the Commission Chambers of City Hall. The invocation was led by **Mayor Johnson**, followed by the Pledge of Allegiance to the Flag. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

**Also Present:** Acting City Manager Shadrix, City Attorney Griffith, City Clerk Sibbitt, Finance Director Roberts, Assistant Finance Director Lawitzke, and Chief Accountant Meruena

• **PUBLIC HEARING 6:01 PM**

**A. Mayor's Announcement**

This is an advertised public hearing to adopt a final millage rate and finalize the budget for the City of Ocoee for the fiscal year 24-25 commencing October 1, 2024 and ending September 30, 2025. The City Commission has previously approved a tentative millage rate of 4.950 mills, which represents an 4.36% increase in millage over the roll-back rate of 4.743 mills. The advertised tentative millage rate of 4.950 mills is the maximum millage rate which may be adopted by the City Commission at this Final Budget Public Hearing tonight. I now ask the Director of Finance to make a brief presentation.

**B. Briefing by Finance Director 6:02 PM**

**Director of Finance Roberts** announced there have been no changes to the budget since the Tentative Budget Hearing. The budget is balanced at 4.950 mills which represents a 4.36% increase in millage over the rolled-back rate of 4.743 mills. The additional revenue generated will used to fund the operational and capital needs of the City to balance the budget.

**Mayor Johnson** opened the floor for public comments. No speaker reservation forms were received; therefore, the public hearing was closed.

Comments by Commissioners:

**Commissioner Oliver** raised a question about the police impact fees. **Finance Director Roberts** answered his question, stating that it is a projection over the course of a year.

**C. Amendments to Proposed Tentative Budget — None**

**D. Announcement by Finance Director**

As there were no amendments, refer to Finance Director Roberts briefing under Item B.



**E. Adoption of Final Millage Rate 6:05 PM**

**City Attorney Griffith** announced the name of the taxing authority is the City of Ocoee. The rolled-back millage rate is 4.743 mills. The percentage by which the proposed millage rate exceeds the rolled-back rate is 4.36%. The millage rate proposed by the Ordinance is 4.950 mills.

**City Attorney Griffith** read the title of the ordinance.

The ordinance as adopted carries the following title:

**ORDINANCE NO. 2024-27**

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ESTABLISHING A FINAL MILLAGE RATE OF 4.950 MILLS FOR AD VALOREM TAXES FOR THE CITY OF OCOEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR MILLAGE ADJUSTMENT; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR 4.36% INCREASE IN MILLAGE RATE OVER THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**Mayor Johnson** opened the floor for public comments. No speaker reservation forms were received; therefore, the public hearing was closed.

Motion to Adopt an Ordinance Setting Final Millage Rate, followed by **(TIME: 6:07 PM)**

**Motion: Move to adopt Ordinance No. 2024-27 setting a final millage rate of 4.950 mills for the fiscal year beginning October 1, 2024, and ending September 30, 2025. Moved by Commissioner Oliver, seconded by Commissioner Wilsen. Motion carried 5-0.**

**F. Adoption of Final Budget 6:08 PM**

**City Attorney Griffith** read the title of the ordinance.

The ordinance as adopted carries the following title:

**ORDINANCE NO. 2024-28**

**AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**Mayor Johnson** opened the floor for public comments. No speaker reservation forms were received; therefore, the public hearing was closed.



**Final Budget Public Hearing  
September 18, 2024**

Comments by Commissioners:

**Mayor Johnson** noted that in his 37 years, this was the first time he had seen no citizens attend a Final Budget Hearing. He expressed that he viewed this as a positive sign.

Motion to Adopt an Ordinance Adopting Final Budget, followed by Vote **(TIME: 6:09 PM)**

**Motion: Move to adopt Ordinance No. 2024-28, approving a final budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025. Moved by Commissioner Wilsen, seconded by Commissioner Kennedy. Motion carried 5-0.**

The Mayor and Commissioners thanked and commended City staff on their hard work and for making this budget a seamless process.

**ADJOURNMENT 6:11 PM**

The meeting was adjourned at 6:11 PM.

**APPROVED:**

**Attest:**

**City of Ocoee**

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**Melanie Sibbitt, City Clerk**

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**Rusty Johnson, Mayor**



Meeting Date: October 1, 2024  
Item #: 2

Contact Name: Melanie Sibbitt  
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt  
City Manager: Craig Shadrix

**Subject: Approval of Reappointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). (City Clerk Sibbitt)**

**Background Summary:**

Members of the Citizen Advisory Council for Ocoee Fire Department (CACOFD) serve three-year terms. The Resolution creating the Board allows no more than nine (9) members and currently, the board has nine (9) members. The terms of Members Glen Richardson and Wayne Vaughn expire in November 2024, and they have both expressed an interest in being considered for reappointment.

The CACOFD Board meets quarterly and of the four meetings in 2023 both members attended all meetings. For 2024, Member Richardson has attended all meetings, and Member Vaughn has attended two (2) of the three (3) meetings that have been held. There are currently no applications on file.

**Issue:**

Should the Honorable Mayor and City Commissioners consider reappointing Members Richardson and Vaughn to the CACOFD Board to serve another three-year term ending November 2027?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners consider reappointing Members Richardson and Vaughn to the CACOFD Board to serve another three-year term ending November 2027.

**Attachments:**

1. CACOFD Board Attendance 2023
2. CACOFD Board Attendance 2024

**Financial Impacts:**

None

**Type of Item:** Consent

## CACOFD BOARD ATTENDANCE 2023

Board Meets Quarterly

| Board Member     | District | Term Expires | Appointed | January | February | March | April | May | June | July | August | September | October | November | December | Attendance Ratio |
|------------------|----------|--------------|-----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|------------------|
| Glenn Richardson |          | Nov-24       |           |         | P        |       |       | P   |      |      | P      |           |         | P        |          | 4 of 4           |
| Wayne Vaughn     |          | Nov-24       |           |         | P        |       |       | P   |      |      | P      |           |         | P        |          | 4 of 4           |

## CACOFD BOARD ATTENDANCE

| Board Member     | District | Term Expires | February | May | August | November | Attendance Ratio |
|------------------|----------|--------------|----------|-----|--------|----------|------------------|
| Glenn Richardson | 2        | Nov-24       | P        | P   | P      |          | 3 of 3           |
| Wayne Vaughn     | 2        | Nov-24       | P        | P   | A      |          | 2 of 3           |



**STAFF REPORT**

Meeting Date: October 1, 2024

Item #: 3

Contact Name: Eileen Meruena  
Contact Number:

Department Director: Rebecca Roberts  
City Manager: Craig Shadrix

**Subject: Approval for Declaration of Surplus and Disposal of Assets from FY23/24 Annual Inventory. (Finance Director Roberts)**

**Background Summary:**

Annually, the Finance Department conducts a City-wide inventory of all assets. The attached is a departmental listing of items identified as missing during the FY23/24 inventory cycle. An asset disposal form was prepared and approved by department heads for each asset identified as missing. Items marked as missing include items that may have been physically discarded due to breakage, damage, replacement, or otherwise rendered unusable, etc. The list does not include identifiable items that were included in the annual surplus sale in FY24.

Commission approval is necessary to designate these items as surplus and to ensure their proper disposal in the City's records. Additionally, certain assets were transferred between departments, and an asset transfer form has been prepared and approved by the department heads. A list of the assets as well as a summary by fund/ department is attached for review.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the surplus and disposal of assets determined to be missing and the asset transfers, as described above?

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve the surplus and disposal of assets determined to be missing and the asset transfers, as described above.

**Attachments:**

1. FY 23/24 Items for Disposal/Transfers

**Financial Impacts:**

The action will have a (\$17,564) on General Fund assets and a (\$13,261) impact on the Water/Wastewater Fund. Other assets on the list were fully depreciated; therefore, there is no financial impact from this action.

**Type of Item:** Consent

ASSET DISPOSAL LIST FY 23/24

M = means item has been lost, stolen, missing, or disposed because it was broken or obsolete

| DEPARTMENT             | ASSET #  | ASSET DESCRIPTION                                    | SERIAL No.  | DATE ACQUIRED | COST BASIS | CURRENT VALUE | CURRENT CUSTODIAN      | DEPARTMENT APPROVAL    | DEPARTMENT COMMENTS                                             | FUND             |
|------------------------|----------|------------------------------------------------------|-------------|---------------|------------|---------------|------------------------|------------------------|-----------------------------------------------------------------|------------------|
| PLANNING               | PRN0117  | HP LJ3700N LASERJET PRINTER                          | SCNKBB26428 | 1/12/2005     | 1,402.00   | -             | PLANNING               | APPROVED BY M. RUMER   | DEPARTMENT CONFIRMED THIS HAS BEEN REPLACED WITH A NEWER MODEL. | GENERAL          |
| RECREATION             | CPS0722  | WEBTRAC SFTW FOR RECTRAC                             |             | 8/1/2017      | 19,724.05  | -             | RECREATION             | APPROVED BY M. JOHNSON | DIDN'T RENEW SUBSCRIPTION DUE TO TRANSITIONED TO CIVIC REC      | GENERAL          |
| RECREATION             | CPS0724  | REC TRAC                                             |             | 8/1/2017      | 14,025.92  | -             | RECREATION             | APPROVED BY M. JOHNSON | DIDN'T RENEW SUBSCRIPTION DUE TO TRANSITIONED TO CIVIC REC      | GENERAL          |
| FLEET MAINTENANCE      | EQP0724  | TWIN POST LIFT CHALLENGER MODEL X10 1000 LB CAPACITY |             | 3/27/2008     | 2,800.00   | -             | FLEET MAINTENANCE      | APPROVED BY S. KRUG    | NOT WORKING - REPLACED                                          | GENERAL          |
| SOLID WASTE/SANITATION | EQP1070  | MOTOROLA ASTRO XTS150 RADIO                          | 687CNX1915  | 11/27/2012    | 1,265.46   | -             | SOLID WASTE/SANITATION | APPROVED BY S. KRUG    | MISSING                                                         | SANITATION       |
| SOLID WASTE/SANITATION | EQP1073  | MOTOROLA ASTRO XTS150 RADIO                          | 687CNX1918  | 11/27/2012    | 1,265.46   | -             | SOLID WASTE/SANITATION | APPROVED BY S. KRUG    | MISSING                                                         | SANITATION       |
| WASTEWATER OPERATING   | TVE0025  | CUES PROSCOUT TV SYSTEM                              |             | 7/17/1998     | 9,997.00   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | REPLACED                                                        | WATER/WASTEWATER |
| WASTEWATER OPERATING   | LFS0028  | LIFT STATION IMPROVEMENTS                            |             | 6/30/1984     | 8,149.60   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | AS PER DEPT, THIS WAS DISPOSED IN 1990'S.                       | WATER/WASTEWATER |
| WASTEWATER OPERATING   | LFS0035  | LIFT STATION                                         |             | 12/30/1987    | 27,700.00  | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | ABANDONED BEFORE 2018.                                          | WATER/WASTEWATER |
| WASTEWATER OPERATING   | EQP0014A | 31103 F/Y 08/09 IMP WW INTRUSION ALARM SYSTEM        |             | 3/23/2009     | 10,910.95  | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | ASSUMED INTRUSION ALARM PART OF SCADA @MDS. DISPOSED IN 2018.   | WATER/WASTEWATER |
| WASTEWATER OPERATING   | EQP0193  | GAS POWERED WELDER                                   | A1139519    | 7/13/1989     | 2,075.00   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | AGE. DISPOSED BEFORE 2015.                                      | WATER/WASTEWATER |
| WATER OPERATING        | EQP0435  | NEW LOUVERS & METAL BASE @SWTP                       |             | 9/30/2009     | 3,135.12   | -             | WATER OPERATING        | APPROVED BY J. BOLLING | DISPOSED W/REMOVAL OF OLD GENERATOR                             | WATER/WASTEWATER |
| WATER OPERATING        | EQP0436  | NEW LOUVERS & FAN @FOREST OAKS WTP                   |             | 9/30/2009     | 2,219.47   | -             | WATER OPERATING        | APPROVED BY J. BOLLING | DISPOSED W/REMOVAL OF OLD GENERATOR                             | WATER/WASTEWATER |
| WATER OPERATING        | EQP0598  | ELECTRIC GATES AND SURGE PROTECTION FOR SWTP & FOWTP |             | 9/9/2005      | 12,036.21  | 551.62        | WATER OPERATING        | APPROVED BY J. BOLLING | DEPT HAS NOW NEW GATE CONTROLS                                  | WATER/WASTEWATER |
| WASTEWATER OPERATING   | EQP1050  | MCCROMETER ULTRA MAG WITH REMOTE CONVERTER           |             | 10/26/2011    | 3,511.23   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | REPLACE. DISPOSED BEFORE 2020.                                  | WATER/WASTEWATER |
| WASTEWATER OPERATING   | IMP0419  | HIGH SERVICE PUMP FOR WASTEWATER                     |             | 9/30/2012     | 53,449.95  | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | ALL REPLACED - DESCRIPTION DOES NOT SPECIFY WHICH AREA          | WATER/WASTEWATER |
| WASTEWATER OPERATING   | IMP0456  | CHLORINE ANALYZER                                    |             | 7/29/2013     | 2,950.00   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | AGE (REPLACED EVERY 3-5 YEARS). DISPOSED IN 2018.               | WATER/WASTEWATER |
| WASTEWATER OPERATING   | IMP0479  | PERISTALTIC PUMP FLOMOTION SYSTEM                    |             | 11/27/2013    | 2,020.00   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | AGE (REPLACED EVERY 3-5 YEARS). DISPOSED IN 2018.               | WATER/WASTEWATER |
| WASTEWATER OPERATING   | IMP0483  | CHLORINE PUMP #3 IMPROVEMENT                         |             | 12/2/2013     | 1,354.57   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING | AGE (REPLACED EVERY 3-5 YEARS). DISPOSED IN 2018.               | WATER/WASTEWATER |

ASSET DISPOSAL LIST FY 23/24

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| DEPARTMENT           | ASSET # | ASSET DESCRIPTION                                 | SERIAL No. | DATE ACQUIRED | COST BASIS | CURRENT VALUE | CURRENT CUSTODIAN    | DEPARTMENT APPROVAL    | DEPARTMENT COMMENTS                                                                 | FUND             |
|----------------------|---------|---------------------------------------------------|------------|---------------|------------|---------------|----------------------|------------------------|-------------------------------------------------------------------------------------|------------------|
| WASTEWATER OPERATING | IMP0487 | CHEMICAL FEED PUMP FLOMOTION SYSTEM 2001VE-30     |            | 7/16/2014     | 2,020.00   | -             | WASTEWATER OPERATING | APPROVED BY J. BOLLING | AGE (REPLACED EVERY 3-5 YEARS). DISPOSED IN 2019.                                   | WATER/WASTEWATER |
| WATER OPERATING      | IMP0505 | PUMP #4 HIGH SERVICE PUMP INTERNAL ASSEMBLY       | 1336996    | 10/1/2013     | 7,904.00   | -             | WATER OPERATING      | APPROVED BY J. BOLLING | REPLACEMENT                                                                         | WATER/WASTEWATER |
| WATER OPERATING      | IMP0506 | WELL #1 FLOW METER REPLACEMENT FOREST OAKS        |            | 5/27/2014     | 15,693.14  | -             | WATER OPERATING      | APPROVED BY J. BOLLING | AGE/REPLACEMENT. DISPOSED BEFORE 2022.                                              | WATER/WASTEWATER |
| WASTEWATER OPERATING | IMP0524 | CLX CHLORINE ANALYZER                             |            | 1/12/2015     | 3,114.00   | -             | WASTEWATER OPERATING | APPROVED BY J. BOLLING | DEFECTIVE. DISPOSED IN 2020.                                                        | WATER/WASTEWATER |
| WATER OPERATING      | MEQ0195 | MAGELLAN MOBILEMAPPER CX GROUND PENETRATING RADAR |            | 1/18/2009     | 23,890.00  | -             | WATER OPERATING      | APPROVED BY J. BOLLING | OBSOLETE. DISPOSED BEFORE 2015.                                                     | WATER/WASTEWATER |
| FINANCE              | CPS0740 | JAGUAR HARDWARE & SOFTWARE                        |            | 3/29/2018     | 1,499.66   | -             | FINANCE              | APPROVED BY R. ROBERTS | UTL COUNTER NO LONGER USING SOFTWARE - AUG 2023 LAST TIME MAINTAINED THE SOFTWARE   | GENERAL          |
| WASTEWATER FIELD     | IMP0577 | TANK REPLACEMENT FOR GENERAC 50KW                 |            | 1/25/2016     | 8,540.21   | 4,839.65      | WASTEWATER FIELD     | APPROVED BY FINANCE    | TANK REPLACEMENT FOR GENERAC W/SERIAL # 2044040 W/C WAS DISPOSED IN 2020.           | WATER/WASTEWATER |
| WATER OPERATING      | HRD0001 | HARDWARE, PIPES. ECT                              |            | 9/30/1974     | 5,411.00   | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |
| WATER OPERATING      | HRD0002 | HARDWARE, PIPES. ECT                              |            | 9/30/1985     | 1,380.00   | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |
| WATER OPERATING      | HRD0003 | HARDWARE, PIPES. ECT                              |            | 9/30/1973     | 581.41     | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |
| WATER OPERATING      | HRD0004 | HARDWARE, PIPES. ECT                              |            | 9/30/1983     | 3,300.00   | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |
| WATER OPERATING      | HRD0005 | HARDWARE, PIPES. ECT                              |            | 9/30/1984     | 630.00     | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |
| WATER OPERATING      | HRD0006 | HARDWARE, PIPES. ECT                              |            | 9/30/1977     | 7,389.97   | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |
| WATER OPERATING      | HRD0007 | HARDWARE, PIPES. ECT                              |            | 9/30/1976     | 11,222.65  | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |
| WATER OPERATING      | HRD0008 | HARDWARE, PIPES. ECT                              |            | 9/30/1975     | 5,244.95   | -             | WATER OPERATING      | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S | WATER/WASTEWATER |

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| DEPARTMENT         | ASSET # | ASSET DESCRIPTION                        | SERIAL No. | DATE ACQUIRED | COST BASIS | CURRENT VALUE | CURRENT CUSTODIAN  | DEPARTMENT APPROVAL    | DEPARTMENT COMMENTS                                                                      | FUND             |
|--------------------|---------|------------------------------------------|------------|---------------|------------|---------------|--------------------|------------------------|------------------------------------------------------------------------------------------|------------------|
| WATER OPERATING    | HRD0009 | HARDWARE, PIPES. ECT                     |            | 9/30/1982     | 3,000.00   | -             | WATER OPERATING    | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S      | WATER/WASTEWATER |
| WATER OPERATING    | HRD0010 | HARDWARE, PIPES. ECT                     |            | 9/30/1981     | 6,493.87   | -             | WATER OPERATING    | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S      | WATER/WASTEWATER |
| WATER OPERATING    | HRD0011 | HARDWARE, PIPES. ECT                     |            | 9/30/1980     | 9,086.29   | -             | WATER OPERATING    | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S      | WATER/WASTEWATER |
| WATER OPERATING    | HRD0012 | HARDWARE, PIPES. ECT                     |            | 9/30/1979     | 16,572.49  | -             | WATER OPERATING    | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S      | WATER/WASTEWATER |
| WATER OPERATING    | HRD0013 | HARDWARE, PIPES. ECT                     |            | 9/30/1978     | 12,184.89  | -             | WATER OPERATING    | APPROVED BY FINANCE    | THESE ARE NOT STAND ALONE ASSET BUT MAYBE A COMPONENT. ITEMS CREATED IN 1970S & 80S      | WATER/WASTEWATER |
| WATER OPERATING    | IMP0710 | BROKEN WATER MAIN VALVE MAGUIRE/FRANKLIN |            | 1/6/2021      | 8,741.40   | 7,102.50      | WATER OPERATING    | APPROVED BY J. BOLLING | THIS IS EMERGENCY REPAIR                                                                 | WATER/WASTEWATER |
| GENERAL GOVERNMENT | CPU1120 | DELL OPTIPLEX 3010                       | 80GDCZ1    | 12/13/2013    | 517.19     | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES  | MISSING - GIVEN TO DELL FOR WARRANTY REPLACEMENT                                         | GENERAL          |
| GENERAL GOVERNMENT | CPU1231 | DELL OPTIPLEX 3010                       | JC0DDZ1    | 1/16/2014     | 773.48     | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES  | MISSING - GIVEN TO DELL FOR WARRANTY REPLACEMENT                                         | GENERAL          |
| GENERAL GOVERNMENT | CPU1582 | DELL LATITUDE 5490 XCTO                  | 48KDXT2    | 3/29/2019     | 1,399.12   | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES  | MISSING - GIVEN TO DELL FOR WARRANTY REPLACEMENT                                         | GENERAL          |
| GENERAL GOVERNMENT | CPU1616 | DELL LATITUDE 5400 XCTO                  | F9ZKZY2    | 9/24/2019     | 1,424.66   | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES  | MISSING - GIVEN TO DELL FOR WARRANTY REPLACEMENT                                         | GENERAL          |
| STORMWATER         | VEH0372 | 2005 CASE LOADER BACKHOE                 |            | 3/6/2009      | 61,756.00  | -             | STORMWATER         | APPROVED BY S. KRUG    | LOADER AND THE ATTACHED BUCKET EQP0217 WERE PART OF TRADE-IN APPROVED BY CITY COMMISSION | STORMWATER       |
| STORMWATER         | MEQ0238 | 928 WHEEL LOADER BUCKET                  |            | 11/16/2011    | 7,942.00   | -             | STORMWATER         | APPROVED BY S. KRUG    | PART OF TRADE-IN W/ VEH0316 APPROVED BY CITY COMMISSION                                  | STORMWATER       |
| STORMWATER         | MEQ0214 | TIGER BENGAL XB AGRICULTURAL BOOM MOWER  |            | 6/21/2011     | 13,312.00  |               | STORMWATER         | APPROVED BY S. KRUG    | THIS WAS ATTACHED TO THE TRACTOR VEH0418 AND WAS SURPLUSED LAST 2023.                    | STORMWATER       |
| STORMWATER         | EQP0245 | 14" STIHL CUTSAW                         | 166777894  | 8/3/2009      | 1,042.76   | -             | STORMWATER         | APPROVED BY S. KRUG    | REACHED THE END OF ITS USEFUL LIFE CYCLE AND HAS BEEN REPLACED                           | STORMWATER       |
| STORMWATER         | EQP0217 | EMERGENCY BUCKET FOR 911                 |            | 3/31/2009     | 1,155.00   | -             | STORMWATER         | APPROVED BY S. KRUG    | WAS PART OF THE BACKHOE TRADE APPROVED BY CITY COMMISSION                                | STORMWATER       |
| PARK MAINTENANCE   | EQP0251 | SHARP MOVIE PROJECTOR HARTLE M BOWNESS   |            | 9/30/2011     | 1,662.99   | -             | PARK MAINTENANCE   | APPROVED BY M. JOHNSON | HAS BEEN GONE FOR YEARS AND MIGHT BE SURPLUSED                                           | GENERAL          |
| PARK MAINTENANCE   | CPU1387 | DELL LATITUDE E5470                      | 6X4BNC2    | 9/5/2016      | 1,248.00   | -             | PARK MAINTENANCE   | APPROVED BY M. JOHNSON | WENT TO 2020 SURPLUS                                                                     | GENERAL          |



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|------------------------|----------|-----------------------------------------------------|-------------|---------------|------------|---------------|------------------------|-------------------------|----------------------------------------------------------------|------------------|
| FIRE                   | CPU1602  | DELL LATITUDE 7212 RUGGED EXTREME XCTO              | F401TG2     | 10/3/2019     | 2,172.68   | -             | FIRE                   | APPROVED BY T. SMOTHERS | THIS ITEM IS NO LONGER WITH THE DEPARTMENT                     | GENERAL          |
| WASTEWATER OPERATING   | CPU1149  | NETWORK SWITCH FOR SCADA                            | SFO1816Q0S8 | 8/6/2014      | 3,126.00   | -             | WASTEWATER OPERATING   | APPROVED BY J. BOLLING  | WAS REPLACED. DAMAGE DUE TO LIGHTNING                          | WATER/WASTEWATER |
| WATER OPERATING        | CPU1150  | DELL OPTIPLEX 3020                                  | 29814197546 | 10/1/2014     | 992.74     | -             | WATER OPERATING        | APPROVED BY J. BOLLING  | ITEM AGED                                                      | WATER/WASTEWATER |
| PUBLIC WORKS OPERATING | IMP0249  | PREFABRICATED SPEED TABLE ON SPRING LAKE CIRCLE     |             | 2/28/2013     | 6,250.00   | -             | PUBLIC WORKS OPERATING | APPROVED BY S. KRUG     | DAMAGED. REPLACED W/ ASPHALT SPEED TABLE                       | GENERAL          |
| PUBLIC WORKS OPERATING | IMP0248  | PREFABRICATED SPEED TABLE ON RUSSELL                |             | 2/28/2013     | 6,250.00   | -             | PUBLIC WORKS OPERATING | APPROVED BY S. KRUG     | DAMAGED. REPLACED W/ ASPHALT SPEED TABLE                       | GENERAL          |
| PUBLIC WORKS OPERATING | IMP0247  | PREFABRICATED SPEED TABLE ON RUSSELL                |             | 2/28/2013     | 6,250.00   | -             | PUBLIC WORKS OPERATING | APPROVED BY S. KRUG     | DAMAGED. REPLACED W/ ASPHALT SPEED TABLE                       | GENERAL          |
| FACILITIES MAINTENANCE | MEQ0246A | WIRELESS DIGITAL SURVEILLANCE SYSTEM                |             | 7/9/2013      | 3,000.00   | -             | FACILITIES MAINTENANCE | APPROVED BY S. KRUG     | FAILED AND REPLACED W/ NEWER SYSTEM                            | GENERAL          |
| FIRE                   | OEQ0065  | NAVITAR LONG THROW LENS FOR SHARP PROJECTOR         |             | 10/12/2004    | 1,394.00   | -             | FIRE                   | APPROVED BY T. SMOTHERS | ITEM NO LONGER W/ THE DEPARTMENT. BEEN GONE FOR MANY YEARS     | GENERAL          |
| FIRE                   | CPU0919  | DELL VISTA OPTIPLEX                                 | 8ZLCMJ1     | 3/26/2009     | 969.66     | -             | FIRE                   | APPROVED BY T. SMOTHERS | PREVIOUS SURPLUSED. CONFIRMED BY IT.                           | GENERAL          |
| WASTEWATER OPERATING   | MEQ0318  | PATTERSON SPLIT PUMP #1 @ WWTP                      |             | 12/12/2019    | 13,898.00  | 463.34        | WASTEWATER OPERATING   | APPROVED BY J. BOLLING  | ARPA REPLACEMENT OF PUMPS                                      | WATER/WASTEWATER |
| WASTEWATER FIELD       | IMP0620  | FENCE 60LF 6" VINYL COATED CHAIN W/ ACCESS GATE     |             | 8/29/2017     | 1,955.00   | -             | WASTEWATER FIELD       | APPROVED BY J. BOLLING  | NO LOCATION TO VERIFY                                          | WATER/WASTEWATER |
| WATER OPERATING        | EQP0480  | LD12 SUBSURFACE PRO WATER LEAK DETECTOR W/ 6' CABLE |             | 4/29/2003     | 2,840.00   | -             | WATER OPERATING        | APPROVED BY J. BOLLING  | NEW UNIT REPLACEMENT                                           | WATER/WASTEWATER |
| STORMWATER             | IMP0501  | FENCE @ OCOEE HS OCOEE APOPKA RD                    |             | 8/22/2014     | 6,586.80   | -             | STORMWATER             | APPROVED BY S. KRUG     | ASSET WAS ON PROPERTY SOLD BY THE CITY AND HAS BEEN DEMOLISHED | STORMWATER       |
| STREETS                | EQP1278  | CAMERA BLUFORD-STORY INTERSECTION                   |             | 4/2/2018      | 21,844.00  | 7,645.54      | STREETS                | APPROVED BY S. KRUG     | FAILED AND REMOVED DUE TO LIGHNING                             | GENERAL          |
| STREETS                | EQP1279  | DUAL AMERA SYSTEM CLARKE AND WHITE RD INTERSECTION  |             | 4/2/2018      | 28,338.00  | 9,918.30      | STREETS                | APPROVED BY S. KRUG     | FAILED AND REPLACED W/ NEWER SYSTEM                            | GENERAL          |
| STREETS                | EQP1092  | JOHN DEERE 72" MOWER DECK REPLACEMENT               |             | 11/12/2013    | 3,595.13   | -             | STREETS                | APPROVED BY S. KRUG     | SURPLUS LAST 2018 AS PART OF MEQ0162 JOHN DEERE 1565           | GENERAL          |
| STREETS                | EQP0397  | 30X60 VEHICLE MOUNTED ARROW BOARD                   |             | 7/31/2000     | 1,072.00   | -             | STREETS                | APPROVED BY S. KRUG     | REPLACE DUE TO INOPERABILITY                                   | GENERAL          |
| STREETS                | EQP0034  | PREFABRICATED SPEE TABLE @ JAY ST                   |             | 7/1/2009      | 3,000.00   | -             | STREETS                | APPROVED BY S. KRUG     | DAMAGED. REPLACED W/ ASPHALT SPEED TABLE                       | GENERAL          |
| STREETS                | EQP0033  | PREFABRICATED SPEE TABLE @ LAKEWOOD AVE             |             | 7/1/2009      | 3,000.00   | -             | STREETS                | APPROVED BY S. KRUG     | DAMAGED. REPLACED W/ ASPHALT SPEED TABLE                       | GENERAL          |
| STREETS                | EQP0017  | POLE SAW FOR BUCKET TRUCK                           |             | 7/24/2008     | 1,139.04   | -             | STREETS                | APPROVED BY S. KRUG     | SURPLUS LAST JUNE 2023 W/ VEH0226                              | GENERAL          |

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|----------------------|-----------|---------------------------------------------|--------------|---------------|------------|---------------|----------------------|------------------------|------------------------------------------------------------|------------------|
| WASTEWATER OPERATING | EQP1510   | SC200 CONTROLLER AC-DC SC200 2DIG HACH      |              | 1/31/2020     | 2,193.41   | 146.29        | WASTEWATER OPERATING | APPROVED BY J. BOLLING | FOR REPLACEMENT                                            | WATER/WASTEWATER |
| WASTEWATER OPERATING | EQP1509   | CL17 CHLORINE PROCESS ANALYZER W/ STANDPIPE | 200280010781 | 1/31/2020     | 2,365.36   | 157.60        | WASTEWATER OPERATING | APPROVED BY J. BOLLING | FOR REPLACEMENT                                            | WATER/WASTEWATER |
| WASTEWATER OPERATING | EQP1320   | REFRIGERATED AUTO SAMPLER                   |              | 11/12/2018    | 4,665.24   | -             | WASTEWATER OPERATING | APPROVED BY J. BOLLING | FOR REPLACEMENT                                            | WATER/WASTEWATER |
| POLICE               | OEQ0058   | 4 DRAWER LATERAL FIRE FILE                  |              | 3/27/2001     | 2,475.00   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP1441   | SPEED RADAR DETECTOR FALCON HR              | FH12786      | 7/2/2019      | 1,776.00   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP1451   | ACTIVE SHOOTER RESPONSE ASR 24X36           | 000024649    | 9/3/2019      | 2,249.00   | -             | POLICE               | APPROVED BY. V. OGBURN | DEFECTIVE MATERIAL. NOT RATED AS MANUFACTURE SPECIFICATION | GENERAL          |
| POLICE               | EQP1365   | CENTRAL FL METRO SWAT OUTFIT                | 468945       | 4/1/2016      | 2,084.95   | -             | POLICE               | APPROVED BY. V. OGBURN | SWAT GEAR LIFE IS ONLY 5YRS                                | GENERAL          |
| POLICE               | EQP1325   | Z VAULT MOBILE INCIDENT COMMAND CENTER      | 438942       | 12/16/2015    | 2,625.00   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP1327   | Z VAULT MOBILE INCIDENT COMMAND CENTER      | 438944       | 12/16/2015    | 2,625.00   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP1326   | Z VAULT MOBILE INCIDENT COMMAND CENTER      | 438943       | 12/16/2015    | 2,625.00   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP1300-1 | ACTIVE SHOOTER BALLISTIC SHIELDS            | 000024648    | 5/4/2018      | 2,150.00   | -             | POLICE               | APPROVED BY. V. OGBURN | DEFECTIVE MATERIAL. NOT RATED AS MANUFACTURE SPECIFICATION | GENERAL          |
| POLICE               | EQP11177  | LIVESCAN APPLICANT STATION                  |              | 9/17/2015     | 4,660.00   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP0746   | SWAT RIOT GEAR COMPLETE OUTFIT              |              | 9/30/2015     | 2,633.45   | -             | POLICE               | APPROVED BY. V. OGBURN | SWAT GEAR LIFE IS ONLY 5YRS                                | GENERAL          |
| POLICE               | EQP0745   | SWAT RIOT GEAR COMPLETE OUTFIT              |              | 9/30/2015     | 2,633.45   | -             | POLICE               | APPROVED BY. V. OGBURN | SWAT GEAR LIFE IS ONLY 5YRS                                | GENERAL          |
| POLICE               | EQP0368   | INTERIOR ACCESS CONTROL & REID              |              | 9/28/2009     | 1,755.94   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP0239   | TOMAR LIGHT BARSFOR POLICE BOAT             |              | 11/28/2007    | 3,308.00   | -             | POLICE               | APPROVED BY. V. OGBURN | OBSOLETE                                                   | GENERAL          |
| POLICE               | EQP0052   | K9 NITRO                                    |              | 9/18/2013     | 15,000.00  | -             | POLICE               | APPROVED BY. V. OGBURN | RETIRED FROM SERVICE. LATER DECEASED.                      | GENERAL          |
| POLICE               | CPU1530   | TABLET DELL LATITUDE 5414                   | H6WXS2       | 6/19/2018     | 2,845.00   | -             | POLICE               | APPROVED BY. V. OGBURN | HARD DRIVE REMOVED. SURPLUS LAST 2023                      | GENERAL          |
| POLICE               | CPU1385   | DELL LATITUDE E5470                         | 5WJWM2       | 8/23/2016     | 1,221.99   | -             | POLICE               | APPROVED BY. V. OGBURN | HARD DRIVE REMOVED. SURPLUS LAST 2023                      | GENERAL          |

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|-------------|---------|-----------------------|------------|---------------|------------|---------------|-------------------|------------------------|--------------------------------------------|------------------|
| ENGINEERING | CPU1366 | DELL LATITUDE E6540   | 3944K72    | 2/12/2016     | 1,025.37   | -             | POLICE            | APPROVED BY. V. OGBURN | HARD DRIVE REMOVED. SURPLUS LAST 2023      | WATER/WASTEWATER |
| RECREATION  | CPS0723 | ID SYSTEM FOR RECTRAC |            | 8/1/2017      | 10,568.56  | -             | RECREATION        | APPROVED BY M. JOHNSON | SUBSCRIPTION FOR REC TRAC WAS NOT RENEWED. | GENERAL          |
|             |         |                       |            |               | 617,283.89 | 30,824.84     |                   |                        |                                            |                  |

| FUND/DEPARTMENT         | COST BASIS       | CURRENT BOOK VALUE |
|-------------------------|------------------|--------------------|
| <b>GENERAL</b>          | <b>197987.92</b> | <b>17563.84</b>    |
| FACILITIES MAINTENANCE  | 3000             | 0                  |
| FINANCE                 | 1499.66          | 0                  |
| FIRE                    | 4536.34          | 0                  |
| FLEET MAINTENANCE       | 2800             | 0                  |
| GENERAL GOVERNMENT      | 4114.45          | 0                  |
| PARK MAINTENANCE        | 2910.99          | 0                  |
| PLANNING                | 1402             | 0                  |
| POLICE                  | 52667.78         | 0                  |
| PUBLIC WORKS OPERATING  | 18750            | 0                  |
| RECREATION              | 44318.53         | 0                  |
| STREETS                 | 61988.17         | 17563.84           |
| <b>SANITATION</b>       | <b>2530.92</b>   | <b>0</b>           |
| SOLID WASTE/SANITATION  | 2530.92          | 0                  |
| <b>STORMWATER</b>       | <b>91794.56</b>  | <b>0</b>           |
| STORMWATER              | 91794.56         | 0                  |
| <b>WATER/WASTEWATER</b> | <b>324970.49</b> | <b>13261</b>       |
| ENGINEERING             | 1025.37          | 0                  |
| WASTEWATER FIELD        | 10495.21         | 4839.65            |
| WASTEWATER OPERATING    | 153500.31        | 767.23             |
| WATER OPERATING         | 159949.6         | 7654.12            |
| <b>Grand Total</b>      | <b>617283.89</b> | <b>30824.84</b>    |

ASSET TRANSFER LIST FY 23/24

| ASSET #   | ASSET DESCRIPTION                           | SERIAL No.        | DATE ACQUIRED | COST BASIS | CURRENT VALUE | FROM DEPARTMENT      | TRANSFER FROM DEPARTMENT APPROVAL | TO DEPARTMENT      | TRANSFER TO DEPARTMENT APPROVAL | DEPARTMENT COMMENTS                                                               |
|-----------|---------------------------------------------|-------------------|---------------|------------|---------------|----------------------|-----------------------------------|--------------------|---------------------------------|-----------------------------------------------------------------------------------|
| EQP0709   | 305 C CR MINI HYDRAULIC EXCAVATOR           | HWJ02231          | 8/8/2007      | 63,582.86  | -             | WASTEWATER OPERATING | APPROVED BY J. BOLLING            | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION SINCE UTILITIES NO LONGER USED FOR FEW YEARS             |
| VEH1246-A | 2020 MACK GRAPPLE TRUCK                     | 1M2GRGC0LM001696  | 4/1/2020      | 199,268.38 | 10,487.74     | STORMWATER           | APPROVED BY S. KRUG               | SANITATION         | APPROVED BY S. KRUG             | USED BY SANITATION COORDINATOR (NEW POSITION)                                     |
| CPU1214   | DELL OPTIPLEX 3010                          | H735DZ1           | 1/2/2014      | 517.19     | -             | SANITATION           | APPROVED BY S. KRUG               | FLEET MAINTENANCE  | APPROVED BY S. KRUG             | USED BY FLEET MECHANIC SINCE SANITATION SERVICES WERE CONTRACTED OUT              |
| EQP0314   | PLAZMA CUTTER                               | PE1824022         | 7/21/1998     | 1,950.00   | -             | SANITATION           | APPROVED BY S. KRUG               | FLEET MAINTENANCE  | APPROVED BY S. KRUG             | USED BY FLEET MECHANIC SINCE SANITATION SERVICES WERE CONTRACTED OUT              |
| VEH0385   | 2011 FORD F250 #953 DIESEL 4X4 EXTENDED CAB | 1FT7X2BT4BEA30668 | 4/23/2010     | 30,390.00  | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION SINCE SANITATION SERVICES WERE CONTRACTED OUT            |
| EQP1062   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1907        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1063   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1908        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1065   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1910        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1066   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1911        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1067   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1912        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1068   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1913        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1069   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1914        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1071   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1916        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1074   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1919        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |
| EQP1075   | MOTOROLA ASTRO XTS150 RADIO                 | 687CNX1919        | 11/27/2012    | 1,265.46   | -             | SANITATION           | APPROVED BY S. KRUG               | STREETS OPERATIONS | APPROVED BY S. KRUG             | USED BY STREETS DIVISION FOR EVENTS SINCE SANITATION SERVICES WERE CONTRACTED OUT |

ASSET TRANSFER LIST FY 23/24

| ASSET # | ASSET DESCRIPTION        | SERIAL No.        | DATE ACQUIRED | COST BASIS | CURRENT VALUE | FROM DEPARTMENT    | TRANSFER FROM DEPARTMENT APPROVAL | TO DEPARTMENT    | TRANSFER TO DEPARTMENT APPROVAL | DEPARTMENT COMMENTS                                                               |
|---------|--------------------------|-------------------|---------------|------------|---------------|--------------------|-----------------------------------|------------------|---------------------------------|-----------------------------------------------------------------------------------|
| CPU1036 | DELL OPTIPLEX 9020       | FL3P942           | 4/3/2015      | 1,006.87   | -             | CITY MANAGER       | APPROVED BY C. SHADRIX            | SUPPORT SERVICES | APPROVED BY D. GAINES           | COMPUTER WAS REPLACED/ NOT WORKING PROPERLY                                       |
| CPU1290 | OPTIPLEX 320 FS#26       | 336SR12           | 9/5/2014      | 678.12     | -             | FIRE               | APPROVED BY T. SMOTHERS           | UTILITIES        | APPROVED BY J. BOLLING          | IT MOVED THE COMPUTER TO UTILITIES TO USE                                         |
| VEH0315 | 2006 FORD F350 SD#102    | 1FTWW32Y16ED64680 | 5/18/2006     | 21,554.00  | -             | STREETS            | APPROVED BY S. KRUG               | POLICE           | APPROVED BY V. OGBURN           | REPURPOSED AS POLICE BAIT CAR INSTEAD OF GOING TO AUCTION AS SURPLUS              |
| CPU1390 | DELL OPTIPLEX 3040       | GHXX8V62          | 9/16/2016     | 642.28     | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES             | HUMAN RESOURCES  | APPROVED BY J. WILSON           | DEVICES WERE PURCHASED FOR HR BUT WAS RECORDED BY FINANCE AS GENERAL GOVERNMENT   |
| CPU1418 | DELL OPTIPLEX 3040       | BJRCDH2           | 3/15/2017     | 655.97     | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES             | HUMAN RESOURCES  | APPROVED BY J. WILSON           | DEVICES WERE PURCHASED FOR HR BUT WAS RECORDED BY FINANCE AS GENERAL GOVERNMENT   |
| CPU1419 | DELL OPTIPLEX 3040       | BJS1DH2           | 3/15/2017     | 655.97     | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES             | HUMAN RESOURCES  | APPROVED BY J. WILSON           | DEVICES WERE PURCHASED FOR HR BUT WAS RECORDED BY FINANCE AS GENERAL GOVERNMENT   |
| CPU1420 | DELL OPTIPLEX 3040       | BJRBDH2           | 3/15/2017     | 655.97     | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES             | HUMAN RESOURCES  | APPROVED BY J. WILSON           | DEVICES WERE PURCHASED FOR HR BUT WAS RECORDED BY FINANCE AS GENERAL GOVERNMENT   |
| CPU1421 | DELL OPTIPLEX 3040       | BJRZCH2           | 3/15/2017     | 655.97     | -             | GENERAL GOVERNMENT | APPROVED BY D. GAINES             | HUMAN RESOURCES  | APPROVED BY J. WILSON           | DEVICES WERE PURCHASED FOR HR BUT WAS RECORDED BY FINANCE AS GENERAL GOVERNMENT   |
| CPU1650 | OPTIPLEX 3070 MT XCTO    | GRSY233           | 3/17/2020     | 843.62     | 84.38         | GENERAL GOVERNMENT | APPROVED BY D. GAINES             | HUMAN RESOURCES  | APPROVED BY J. WILSON           | DEVICES WERE PURCHASED FOR HR BUT WAS RECORDED BY FINANCE AS GENERAL GOVERNMENT   |
| VEH1361 | JOHN DEERE GATOR HPX615E | 1M0615EAENM052259 | 7/28/2022     | 11,524.00  | 6,530.18      | STREETS            | APPROVED BY S. KRUG               | STORMWATER       | APPROVED BY S. KRUG             | ITEM IS BEING USED BY STORMWATER                                                  |
| VEH1286 | 2021 FORD EXPLORER       | 1FMSK7BH9MGA64299 | 2/8/2021      | 27,137.00  | 7,236.44      | BUILDING           | APPROVED BY V. CORLESS            | CITY MANAGER     | APPROVED BY M. RUMER            | NO LONGER NEEDED IN THE BUILDING DEPT, AND WILL BE USED IN CITY MANAGER'S OFFICE. |
| CPU1363 | OPTIPLEX 3020            | C3N8V52           | 9/15/2015     | 660.02     | -             | PARKS              | APPROVED BY M. JOHNSON            | POLICE           | APPROVED BY V. OGBURN           | BEING USED IN POLICE DEPARTMENT                                                   |

24,338.74

Transfers w/in the same fund  
Transfers between diff funds

7,320.82  
17,017.92

| ASSET #            | ASSET DESCRIPTION                           | FROM DEPARTMENT      | TO DEPARTMENT      | CURRENT BOOK VALUE |
|--------------------|---------------------------------------------|----------------------|--------------------|--------------------|
| CPU1036            | DELL OPTIPLEX 9020                          | CITY MANAGER         | SUPPORT SERVICES   | 0                  |
| CPU1214            | DELL OPTIPLEX 3010                          | SANITATION           | FLEET MAINTENANCE  | 0                  |
| CPU1290            | OPTIPLEX 320 FS#26                          | FIRE                 | UTILITIES          | 0                  |
| CPU1363            | OPTIPLEX 3020                               | PARKS                | POLICE             | 0                  |
| CPU1390            | DELL OPTIPLEX 3040                          | GENERAL GOVERNMENT   | HUMAN RESOURCES    | 0                  |
| CPU1418            | DELL OPTIPLEX 3040                          | GENERAL GOVERNMENT   | HUMAN RESOURCES    | 0                  |
| CPU1419            | DELL OPTIPLEX 3040                          | GENERAL GOVERNMENT   | HUMAN RESOURCES    | 0                  |
| CPU1420            | DELL OPTIPLEX 3040                          | GENERAL GOVERNMENT   | HUMAN RESOURCES    | 0                  |
| CPU1421            | DELL OPTIPLEX 3040                          | GENERAL GOVERNMENT   | HUMAN RESOURCES    | 0                  |
| CPU1650            | OPTIPLEX 3070 MT XCTO                       | GENERAL GOVERNMENT   | HUMAN RESOURCES    | 84.38              |
| EQP0314            | PLAZMA CUTTER                               | SANITATION           | FLEET MAINTENANCE  | 0                  |
| EQP0709            | 305 C CR MINI HYDRAULIC EXCAVATOR           | WASTEWATER OPERATING | STREETS OPERATIONS | 0                  |
| EQP1062            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1063            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1065            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1066            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1067            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1068            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1069            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1071            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1074            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| EQP1075            | MOTOROLA ASTRO XTS150 RADIO                 | SANITATION           | STREETS OPERATIONS | 0                  |
| VEH0315            | 2006 FORD F350 SD#102                       | STREETS              | POLICE             | 0                  |
| VEH0385            | 2011 FORD F250 #953 DIESEL 4X4 EXTENDED CAB | SANITATION           | STREETS OPERATIONS | 0                  |
| VEH1246-A          | 2020 MACK GRAPPLE TRUCK                     | STORMWATER           | SANITATION         | 10487.74           |
| VEH1286            | 2021 FORD EXPLORER                          | BUILDING             | CITY MANAGER       | 7236.44            |
| VEH1361            | JOHN DEERE GATOR HPX615E                    | STREETS              | STORMWATER         | 6530.18            |
| <b>Grand Total</b> |                                             |                      |                    | <b>24338.74</b>    |



Meeting Date: October 1, 2024

Item #: 4

Contact Name: Hseth Burch, Stephen Krug  
Contact Number: Ext. 7081, Ext. 6002

Department Director: Stephen Krug  
City Manager: Craig Shadrix

**Subject: Approval for Monitoring, Treatment, and Lake Planting to Improve Water Quality in Starke Lake and Lake Prima Vista. (Public Works Director Krug)**

### **Background Summary:**

As a co-permittee with Orange County under the same NPDES Multiple Separate Storm Sewer Systems (MS4) permit, on August 6, 2024, the City Commission approved the extension of piggybacking the County Contract for Continuing Water Quality Professional Services with WSP USA Environmental & Infrastructure, Inc (WSP). The county has now renewed this contract (Y23-905C) with new terms of service. The City's previous contracting with WSP includes treatment of Lake Prima Vista, NPDES lake and outfall monitoring, lake vegetation inventory, Unity Park analysis, and MS4 reporting. The City has requested WSP to provide a lake-wide treatment and vegetation planting to improve water clarity within Starke Lake and Lake Prima Vista. The three-year treatment and lake plantings are part of the 4e Nutrient Reduction Plan established between the City, FDEP, and WSP for Starke Lake and Lake Prima Vista. Public Works recommends award of this work with WSP.

### **Issue:**

Should the Honorable Mayor and City Commissioners approve a piggyback of the new Orange County Contract #Y23-905C for citywide water monitoring and to contract with WSP for Starke Lake and Lake Prima Vista treatment and planting?

### **Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners:

1. Approve the terms of piggyback of the new Orange County Continuing Water Quality Professional Services contract with WSP for the citywide water quality monitoring for as long as the County contract is valid.
2. Approve the annual contract with WSP for the three-year treatment and planting program for Stake Lake and Lake Prima Vista.
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 this project for all change orders.

### **Attachments:**

1. Staff Report Item #14- 08.06.2024



2. Y23-905C Contract
3. Starke Treatment Proposal Revision
4. Lake Prima Vista Monitoring Yr5 Budget Proposal
5. Ocoee NPDES Monitoring YR5 prop

**Financial Impacts:**

The stormwater monitoring, reporting, treatment, and planting is adequately funded in FY2025 by the Public Works Stormwater Division from funds previously allocated to cover the proposed cost of \$656,420.86. Staff anticipates requesting funding during the budget process for subsequent years.

**Type of Item:** Consent



## STAFF REPORT

Meeting Date: August 6, 2024

Item #: 14

Contact Name: Stephen Krug

Contact Number: Ext. 6002

Department Director: Stephen Krug

City Manager: Robert Frank

**Subject: Approval to Extend Existing Contract for Continuing Water Quality Professional Services. (Public Works Director Krug)**

### Background Summary:

The City entered into a contract with WSP, formerly Wood Environment & Infrastructure Solutions, Inc. (WOOD), in 2019 to meet 1) the annual stormwater monitoring and reporting requirements set forth in our National Pollution Discharge Elimination System (NPDES) permit and 2) the 4e Nutrient Reduction Plan established between the City, FDEP, and WSP for Starke Lake and Lake Prima Vista. The City and the County are co-permittees under the same NPDES Multiple Separate Storm Sewer Systems (MS4) permit, so the Public Works Department elected to utilize the same contractor as the County for continuity by piggybacking off of the County's contract with WSP; however, the current term of the County's contract (Y20-906C) has expired. Public Works is requesting Commission approval to extend the existing contract with WSP until such time as the new contract (Y23-905MB) is awarded, in order to provide continuity of monitoring of nine (9) lakes and four (4) major outfalls within the City. Public Works recommends approval of the extension as WSP continues to provide a proactive NPDES monitoring program.

### Issue:

Should the Honorable Mayor and City Commissioners approve extending the existing contract for stormwater monitoring and reporting with WSP?

### Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve to extend the existing stormwater monitoring and reporting contract with WSP, until such time as the new Orange County contract is executed, by which the City may then piggyback.

### Attachments:

None

### Financial Impacts:

The stormwater monitoring and reporting is adequately funded by the Public Works Stormwater Division.

### Type of Item: Consent

# **CONTRACT**

**Y23-905C**

THIS CONTRACT made and entered into this 16th day of July, 2024, by and between the:

ORANGE COUNTY, FLORIDA  
201 S. ROSALIND AVENUE  
ORLANDO, ORANGE COUNTY, FLORIDA

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.  
301 EAST PINE STREET, SUITE 1020  
ORLANDO, FL 32801  
FEDERAL I.D. # 91-1641772

hereinafter referred to as the **CONSULTANT**.

## **RECITALS**

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations under individual Purchase Orders; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

## **I**

### **SCOPE OF SERVICES**

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "**CONTINUING WATER QUALITY PROFESSIONAL SERVICES**" which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

## **CONSULTANTS COMPETITIVE NEGOTIATION ACT**

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

### **II PAYMENT**

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. **FEES:** For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period.

- C. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.
- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.
- H. **MULTIPLIERS:** The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

|                                            |             |
|--------------------------------------------|-------------|
| 1. Prime Consultant                        | Multiplier  |
| WSP USA Environment & Infrastructure, Inc. | 2.69        |
| 2. Sub-Consultants                         | Multiplier  |
| Barnes, Ferland & Associates, Inc.         | 2.82        |
| DB Environmental                           | Fixed Price |
| Drummond Carpenter, PLLC                   | 2.99        |
| Eurofins TestAmerica                       | Fixed Price |
| Hydro Modeling, Inc.                       | 2.42        |
| Microbial Insights                         | Fixed Price |
| Southern Research Laboratories, Inc.       | Fixed Price |
| Weck Laboratories, Inc.                    | Fixed Price |

I. **PRICE ADJUSTMENT:**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three-year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after

the end of three years.

iii Retroactive requests for price adjustments will not be considered.

**The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.**

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment affecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

### III

#### **DESIGN WITHIN FUNDING LIMITATIONS**

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.
- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a

construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.

- C. The estimated construction cost for any project under this contract shall not exceed \$4,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$500,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

#### **IV**

#### **RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two different individuals. Both must be currently employed by the Prime Consultant. The Project Engineer must be a Professional Engineer registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
  2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.
- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

## **V**

### **COUNTY'S RIGHTS AND RESPONSIBILITIES**

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY,
- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.



## **VI**

### **COUNTY'S 'DESIGNATED' REPRESENTATIVE**

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designated representative shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

## **VII**

### **CONTRACT TYPE**

This is a Requirements Contract and the COUNTY'S intent is to order from the CONSULTANT all of the goods or services specified in Exhibit A, Scope of Professional Services of the Contract at the established hourly rates shown in Exhibit B of the Contract, required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Moreover, if the Manager of the Procurement Division determines that the CONSULTANTS' performance is less than satisfactory, the COUNTY may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

## **VIII**

### **TERM OF CONTRACT**

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for four additional one-year terms, not to exceed a total of five (5) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

## **IX**

### **TERMINATION OF CONTRACT**

#### **A. TERMINATION FOR DEFAULT:**

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of The terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. TERMINATION FOR CONVENIENCE:**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

**C. PAYMENT**

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

**D. TERMINATION NOTICE**

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

**X**

**INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Consultant shall require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- ☒ Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent,

with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

☒ Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor/Consultant's most recent audit or review of their organizational financial statements certified by a CPA. Compiled financial statements will not be accepted. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

**By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others**

**endorsement.**

Prior to execution and commencement of any operations/services provided under this contract the Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, FL  
Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, Florida 32801

**INDEMNIFICATION- CONSULTANTS:**

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

**SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)**

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:
 

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

## XI

### **TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS**

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. The Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets;

correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
  - 2) Compliance with provisions for pricing change orders; or
  - 3) Compliance with provisions for pricing invoices; or
  - 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
  - 5) Compliance with the County's business ethics; or
  - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. The Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

The Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

## **XII**

### **OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

## **XIII**

### **SUSPENSION OF WORK BY COUNTY**

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time. However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter



have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

#### **XIV STANDARDS OF CONDUCT**

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

#### **XV ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

## XVI

### **SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded Prime Consultant's responsibilities and requirements are listed below and shall be included in the sub-agreement:
  - 1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-consultants.

**Note:** The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the Prime Consultant.
  - 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
  - 3. The awarded Prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the Prime

Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the Prime Consultant prior to the issuance of final payment.

4. The sub-contract agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-contract agreement).
5. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
6. All sub-contracts shall include the following statement: "It is the M/WBE responsibility to submit the required Quarterly payment verification form to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

7. The awarded Prime Consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-contractors for the full duration of the contract.
9. The Prime Consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. The COUNTY may at its discretion require copies of subconsultants/purchase orders for the non-M/WBE's listed on the **Project Team Form (FORM B)** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement

Division.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

## **XVII**

### **INDEPENDENT CONSULTANT STATUS**

The CONSULTANT shall be an independent Consultant and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

## **XVIII**

### **EQUAL OPPORTUNITY**

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

## **XIX**

### **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of

any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

## **XX**

### **ASBESTOS FREE MATERIALS**

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.

Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

## **XXI**

### **CONTROLLING LAWS**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

## **XXII**

### **AVAILABILITY OF FUNDS**

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

## **XXIII**

### **DISLOCATED WORKERS**

CONSULTANT has committed to hire \_\_\_\_\_ ( ) CareerSource participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource staff and the Consultant to ensure that the process is properly adhered

until all requirements have been met. CareerSource participants may be employed in any position within the firm but must be hired on a full-time basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

#### **XXIV**

#### **REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, with another certified M/WBE firm in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
  - 1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subConsultants certifying that a prompt payment clause has been included in that contract or purchase order.
3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

## **XXV**

### **CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

**XXVI**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXVII**  
**TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**XXVIII**  
**VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

**XXIX**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By executing this agreement the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**XXX**  
**FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:**

By executing this agreement, the Bidder affirms that it is not currently listed in the Florida



**XXXI**  
**SEVERABILITY**

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**XXXII**  
**PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

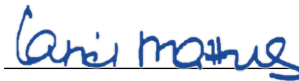
1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does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

5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
407-836-5897  
[PublicRecordRequest@ocfl.net](mailto:PublicRecordRequest@ocfl.net)

WSP USA ENVIRONMENT  
& INFRASTRUCTURE, INC  
ORLANDO, FLORIDA

ORANGE COUNTY, FLORIDA



Carrie Mathes, MPA, CFCM, NIGP-CPP,  
CPPO, C.P.M., CPPB, APP,  
Manager, Procurement Division

Christine Mehle, PE, CFM, ENV SP  
Name Typed

Date: 7.16.2024  
(for County use only)

Vice President, Florida Water Lead  
Title

# **EXHIBIT A**

## **SCOPE OF SERVICES**

## **EXHIBIT A SCOPE OF SERVICES**

### **PART I      GENERAL**

#### **INFORMATION A BACKGROUND:**

As a result of changes in land use, pollutant loads delivered to water bodies have demonstrably and continually increased. The Orange County Environmental Protection Division (Division) will utilize the scope of services described herein to achieve compliance under the Total Maximum Daily Load (TMDL) and National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4) Permit regulatory programs, provide management of waterbodies for Municipal Services Taxing Units (MSTUs) or Municipal Services Benefit Units (MSBUs), and further the protection of water resources within Orange County. The Division will utilize data, information, recommendations, and conclusions originating from these services to develop non-structural Best Management Practices (BMPs), such as ordinances, policies, and programs, and structural BMP projects to recommend to the Board of County Commissioners (BCC) for implementation.

#### **B      SCOPE:**

The Scope of Services herein includes professional services to implement water quality projects throughout Orange County. Orange County has implemented a phased approach to water quality restoration: assessment/monitoring, feasibility, design, and construction. Water quality restoration services may include the following project phases:

- **Assessments:** the goal of the assessment is to characterize and evaluate current water quality, hydrologic conditions, and nutrient pollutant sources of a water body. Activities of the assessment are described in a report which may also propose a set of ranked structural and non-structural BMP projects intended to restore or maintain the water quality of the waterbody. These recommended concepts may result in subsequent feasibility studies that explore the constructability of the recommended BMP(s).
- **Feasibility Studies:** feasibility studies evaluate the constructability and cost effectiveness of BMP projects and provide the necessary information to proceed to the BMP design phase. Data gaps remaining from the assessment phase may require monitoring, modeling, survey, geotechnical investigations, and/or ecological evaluations. refined BMP project footprints, pollutant reductions, and costs will be developed. The Feasibility phase may include assembling, submitting, and tracking environmental resource or other project-specific permits, property acquisition, defining easement requirements, input from adjacent landowners, operation and maintenance, wetland mitigation, ecological impacts, and assessment of potential flooding.

- **Performance Monitoring:** performance monitoring projects may include monitoring of water quality parameters, velocity and discharge, mass removal, and/or other parameters of interest associated with institutional or engineered BMP projects or adjacent waterbodies to evaluate nutrient reduction performance from an upstream/downstream or waterbody loading perspective. Groundwater monitoring may also be required in the Performance Monitoring phase.
- **Technical support projects:** these projects may include some or all tasks included in an assessment, feasibility study, and/or performance monitoring project applied to the full or partial watershed. They may also include technical tasks associated with, but not directly required by the other project types or support of regulatory programs or design and construction projects.

## **C APPLICABLE DOCUMENTS:**

To assemble scientifically sound and defensible data, sample collection and analysis must be performed in accordance with Florida Department of Environmental Protection Standard Operating Procedures per Chapter 62-160, Florida Administrative Code (FAC), or other documented methods generally accepted by the scientific community.

Analytical laboratory services shall be provided for samples collected from various environmental matrices at a frequency as needed to appropriately characterize watershed and/or sources of nutrient loading behavior in the assessment area. Sub-contracted laboratories performing analytical services for non-research related parameters shall hold a National Environmental Laboratory Accreditation Certification (NELAC) and be certified for the applicable methods. In addition, the contracted laboratory shall provide quality assurance/quality control information including, but not limited to: matrix spike recoveries, method detection limits, practical quantitation limits, duplicate reproducibility, and the results from equipment blank testing, in conformance with NELAC standard operating and reporting procedures and Chapter 62-160, FAC.

## **PART II WORK REQUIREMENTS**

The professional services described below are not intended to consist of all services required on any single project. In general, the actual scope of services for any individual project will be dependent on the nature of the project, the project status with regard to available data and analyses, and the project phases and work tasks which the County wishes to contract.

### **1. Assessment Services:**

The final product of the assessment phase is a report, which documents the existing conditions within the study area, contains hydrologic and pollutant data that describe sources and sinks within the study area, uses previously accepted models, contains basin-specific data, and may produce a list of potential best management projects intended to remove or mitigate pollutant loads within the study area. The list shall

rank the BMPs by the cost per pound removed for pollutant(s) of concern or priority of project for bacteria impairments. Descriptions of the BMPs shall include conceptual layouts and estimated costs that the County may move to the Feasibility phase.

Potential tasks, submittals, and meetings might include some or all of the following:

- A. Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review of Existing Data: this task includes procurement, review, and analysis of relevant prior studies and available data sources. The consultant may need to evaluate previous analyses, areas where updated analyses may be necessary, data gap analyses, data collection methods, and data modeling. Reports, plans, calculations, permits, historical hydrologic/meteorological records as well as stormwater infrastructure and other GIS feature layers (soils, land use, wetlands, hydrography, aerial photography) relevant to characterizing the study area may be compiled.
- C. Field Reconnaissance/Verification of Existing Data: this task may include office and field inspections to compare original model drainage conditions to present day field conditions. Field reconnaissance of proposed monitoring sites to determine access. Field recon to verify GIS feature layers of interest and further investigate possible sources of pollutants and bacteria.
- D. Delineate Watershed and Sub-Basin Topography: generate/revise available digital elevation models (DEMs), LIDAR elevations, or other sources of topography in the study area using compiled data. Delineate major and sub-watershed drainage boundaries within the contributing watershed. Adjust the watershed boundary based on existing stormwater infrastructure and drainage plans.
- E. Bathymetric Survey for Total Depth and Soft Sediment Depth: perform survey to estimate amount of lake water and muck volumes.
- F. Field Data Collection and Analysis: field data collection and analysis may occur in, but not be limited to, the water column, sediment column, stormwater, adjacent lands, groundwater, wetlands or other environmental matrices and locations as required to characterize the fate and transport of pollutant loads within the water body and surrounding watershed. The consultant shall provide photographs and narrative survey of field conditions during sampling events, dissolved oxygen profiles and / or other water quality parameters (e.g., pH, conductivity, turbidity, temperature, oxidation-reduction potentials, etc.) in the water column or sediment, nutrient and / or pollutant concentrations in sediments. Analytical laboratory services shall be provided for samples collected from various environmental

matrices at a frequency as required to accomplish and appropriately characterize locations identified in the project.

- 1) Surface Water Monitoring: profiles of field meter parameters from water surface to total depth at defined depth intervals, collection of surface and/or deep water quality analytical samples. Use field and analytical data to identify episodic seasonal turnover and stratification, if present. Measurement of total and base flow in flowing waters.
  - 2) Stormwater Runoff Monitoring: event grab or autosampler collection of water quality samples and/or velocity and discharge monitoring.
  - 3) Groundwater Monitoring: seepage, recharge, or well data within or beneath the waterbody or the watershed.
  - 4) Sediment Monitoring: pollutant concentrations, speciation of nutrient pollutants, internal recycling/flux analysis, and soil characteristics.
  - 5) Biological Monitoring: analysis of existing flora and fauna, using generally accepted methodologies (Lake Vegetation Index (LVI), Stream Condition Index (SCI), or other generally accepted biological-integrity methods as established by professional societies), inhabiting the watershed or waterbody.
- G. Hydrologic Budget: identify hydrologic sources and sinks, which may include, but are not limited to direct precipitation and evaporation, stormwater runoff, groundwater seepage and recharge, inflows and outflows, and drain wells. Characterization of the hydraulic flow regime shall include, but not be limited to, calculated water residence times for each lake or water body, identification of periods of peak and minimum hydraulic flows.
- H. Nutrient/Pollutant Budget: establish nutrient pollutant sources and sinks and allocate the loads among the sources and sinks (sub-basin level), identify unquantified nutrient loads and estimate their impact on the overall budget. Nutrient pollutant sources will include, but are not limited to surface water runoff, septic systems, internal cycling of nutrients within sediment/water interface, groundwater seepage/recharge, uncontrollable natural sources, and background sources.
- I. Water Quality Model: run-off coefficients based on the present and projected land use. Soil type/hydrologic group and cover. Establish the fate, transport, and partitioning of nutrient pollutant loads within the watershed, forecast changes in nutrient pollutant loading commensurate with proposed changes in land use, and estimate nutrient pollutant load reductions due to BMP projects.
- J. Interim and Final Meetings: preparation of agenda, presentation of data, meeting minutes, and/or attendance sheets, as applicable. Deliverables will be provided in PDF, PowerPoint, and/or Excel as appropriate.
- 1) County staff: consultant provides interim updates on project progress,

discussion of specific tasks in order to review interim data and / or provide feedback.

- 2) Stakeholder: consultant provides interim updates or final summary of project for stakeholder groups, which may include, but are not limited to: homeowner's associations, lake advisory boards, local citizen groups, environmental organizations, builders and developers.
- 3) BCC: consultant provides interim updates or final summary of project for the Board of County Commissioners, Mayor, County Administrator, and/or interested Commissioner(s). Note that Board of County Commissioner meetings are open to public attendance and participation and subject to Florida's Government-in-the-Sunshine law.

K Identify and Conceptualize potential Structural and Non-structural BMPs: conceptual layout of potential projects, conceptual cost estimates and pollutant reduction efficiencies, ranking based on these parameters and implement ability. Conceptual cost estimate should include design, land acquisition/relocation and easement needs, permitting, construction and construction management, and operation and maintenance. Analyses of stormwater improvement projects (BMPs), including but not limited to: possible locations, recommended pollution abatement systems at specific locations, pollutant load reductions in pounds per year, pollutant removal costs in dollars per pound removed, recommended use of Best Management Practices and provide cost estimate for design and construction. Include consideration of wetlands and erosion. Alternatives should be evaluated and ranked based on the following factors: probable costs (including land acquisition, capital cost, etc.), anticipated ecological impacts, expected water quality impacts (surface and ground water), implementation considerations (practicality), social acceptability, expected reliability, estimates of probable operation and maintenance costs, permitting feasibility, and anticipated flood mitigation.

L Draft and Final Reports: summarize collected data and model results in text, tables, and figures. Provide conceptual project layouts and cost estimate tables. Mapping services to include, but not be limited to: creating and analyzing isocontours or isopleths of nutrients and/or pollutant concentrations or other pertinent water quality data on aerials, isocontours of lake bottoms to illustrate the sources of those nutrients and/or pollutants within the water body. Consultant shall also provide copies of all GIS and supporting files used to generate figures in a useable format or geodatabase. Please note the horizontal and vertical datum used in map projections shall be the same datum currently in use by Orange County, Florida (NAVD88). Text, tables, and calculations will be provided in Microsoft Word, Excel, or other source files.

Notifications and deliverables: project progress updates will be provided in a format and at a frequency as directed by the EPD project manager. Frequency may be variable depending on the current project activity level.

Consultant will provide written notification (email acceptable) of field activities prior to



staff or subcontractor work onsite. Timeframes for these notifications will be determined during preparation of the Scope of Services supporting preparation of each purchase request.

Field and lab deliverables and schedule updates will be provided monthly to provide support for invoicing purposes. Field deliverables may include: field notebook pages and sampling forms (PDF), photos (PDF, .jpeg, .tif), raw data files and/or supporting calculation files for field measurements (Excel, .csv or delimited format, as applicable), and calibration documentation (PDF). Laboratory analytical deliverables may include: quality assurance/quality control (QA/QC) documentation and reporting limits.

Draft and Final Reports will be submitted as a complete PDF document accompanied by Models (ICPR4, Bathtub, HSPF, or appropriate), GIS Data (ArcMap 10.7.1 or appropriate), calculations/spreadsheets (Excel). Reports shall include, but not be limited to, an analysis of historic and current data characterizing water quality. Reports will include information from pertinent, peer-reviewed literature with citation(s), digital copies of spreadsheets used during analyses, field data forms, copies of instrument pre- and post-calibration reports, chain-of-custody forms, analytical laboratory reports, copies of field notebooks, all GIS files used for mapping and analysis, input and output files from modeling analyses, as appendices. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation/source files prior to payment of final invoice.

## 2. Feasibility Studies:

The goal of the Feasibility Study is typically a report, which provides all information needed to proceed with the engineering/design of the project. The report will summarize the findings of the Assessment Report and provide: results of any additional data collection to fill identified gaps, required surveys, refined models, pollutant reduction estimates and costing, and potential constructability, permitting, and flooding issues.

The final report establishes the design objectives and design concept for the next phase of work. Design criteria, a preliminary estimate of cost and the project design, permitting and construction schedule shall be established. Right-of-way and easement acquisition requirements shall be preliminarily identified. Any necessary regulatory variances shall be identified and investigated. The overall project feasibility and anticipated effectiveness shall be clearly established. Public information meetings may be held, public input taken and modifications made to the conceptual plan, as warranted.

Potential required tasks, submittals and meetings might include some or all of the following:

- A Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the

meeting, conduct the meeting, and submit a meeting summary.

- B. Review Existing Data and Identification of Data Gaps: procurement, review and analysis of relevant prior analysis and studies. Evaluation of previous analysis, and where added detail is necessary, new analysis, data gathering and modeling. This work shall lead to either agreement or adoption of the prior conclusions, or development of alternative conclusions and/or a recommendation or project conceptual design. Review past flooding complaints and rules, regulations, ordinances and laws (local, state, federal) pertinent to the study area. Generate / revise DEM of watershed area using compiled data.
- C. Supplemental Field Tasks: may include field data collection and analysis as described under Assessment Services to address data gaps or to provide a current dataset after significant time lapse or change in conditions within the watershed. This may include additional data collection, sampling, installation of monitoring equipment.
- D. Surveys and Studies: topographic survey, survey of existing structures, geotechnical study, ecological survey and other field investigations.
- E. ICPR Hydrologic & Hydraulic Model Updates: evaluation of potential impacts of proposed projects to the watershed, including upstream flooding, change in maximum flow rate, land use change impacts, or other inputs that may affect a proposed pollutant removal project.
- F. BMP Permitting/Construction: all necessary permits, assessments and land use approval requirements shall be identified. Necessary submittal requirements and deadlines should be identified and the proper sequence of processing established. Processing time should be estimated. Evaluation of environmental conditions and constraints affecting the project should be identified. Pre- application meetings with applicable regulatory agencies and Water Management District should also be included. Permitting requirements/costs, right-of-way needs/costs, and construction costs should be identified and estimated.
- G. Preliminary Design and Costing: schematic representation of design and supporting analysis documentation, conceptual cost estimate, including design, land acquisition/relocation and easement needs, permitting, construction and construction management, and operation and maintenance needs and costs.
- H. Meetings: prepare project brochures, administer mailing invitations, provide meeting presentation materials, hold public information meetings for the project and submit post-public meeting input when applicable. Agree on a project's conceptual design (modifying the conceptual design from the assessment as necessary), purpose and effectiveness based on the information developed during this phase.
- I. Report: generate a project report, technical memorandum, or design memorandum summarizing data collection and evaluation, providing all

permits, modeling, GIS, and analytical data to support design. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation/source files prior to payment of final invoice.

### 3. Performance Monitoring:

The final product of this project phase is typically a report, which establishes empirical pollutant loads and pollutant reduction estimates for specific BMP projects. This may be utilized to support grant requirements, Best Management Action Plan (BMAP) reporting of pollutant reductions, and/or evaluation or support of generalized reduction efficiencies estimated for a type of BMP.

Potential required tasks, submittals and meetings might include some or all of the following:

- A. Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review Existing Data: determine gaps in data that are necessary for evaluation of pollutant loads and placement of appropriate BMPs.
- C. Field Tasks: collection of field chemistry, flow data, and analytical samples, and analysis of pollutants.
- D. Results: report field and analytical results using text, tables, and figures.
- E. Evaluation: estimation of influent and effluent loads, BMP mass reduction of pollutant and BMP pollutant removal efficiency, estimate of cost per pound of pollutant removed and cost per pound of pollutant removed per acre of watershed served.
- F. Report: report findings of analytical results and impact on proposed pollutant load reduction BMPs. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation / source files prior to payment of final invoice.

### 4. Technical Support Services:

The final product of this project phase varies, but will typically include summary report, data compilation, or technical memo with or without recommendations and conclusions.

Potential required tasks, submittals and meetings might include some or all of the

following when such services are not required as a part of the project development phase, design and permitting phase or the construction services phase of a project:

- A. Kickoff Meeting: Project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review Existing Data and Identification of Data Gaps
- C. Supplemental Field Tasks
- D. Full or part time construction inspection services when requested: services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings, or other information furnished by the County.
- E. Services necessary to obtain operating permits, development and design of discharge monitoring plans and preparation of operating and staffing manuals.
- F. Performance of some or all of the assessment tasks for a full or partial watershed. May include, but is not limited to, sampling, modeling, pollutant load estimation identification of pollutant load reduction project options.
- G. Wetland delineations, restoration evaluations, mitigation plans, and dredge and fill permits.
- H. Furnishing services of other independent professional or technical associates in such fields as biological assessment (LVI, SCI, or other) and forestry.
- I. Preparations for applications and supporting documents for grants.
- J. Provide services to fulfill permit conditions of the County's NPDES (National Pollutant Discharge Elimination System) MS4 Permit.
- K. Peer review services to evaluate the accuracy and validity of reports, prior analyses, geodatabases and/or computer simulations provided to or by the County, this includes post-project reviews to identify best practices and lessons learned.
- L. Professional stormwater engineering services; to include the review and analysis of various BMP designs (including new and innovative technologies); defend recommendations in legal proceedings, if needed; and identify pollutant loads and conduct source allocations within the various sub-basin watersheds.
- M. Services resulting from significant changes in the general scope, extent or character of an individual project or its design including, but not limited to,

changes in size, revising previously accepted studies, reports, designs documents of contract documents when such revisions are required by changes in laws, codes, rules, regulations, policies, or orders enacted subsequent to the preparation of such documents.

- N. Review and analysis of data used to designate a water body as impaired by the Florida Department of Environmental Protection (FDEP).
- O. Necessary services to fulfill the conditions and requirements to comply with the FDEP TMDL program. Analyzing adopted or proposed TMDLs.
- P. Providing technical support within a BMAP area.
- Q. Use of regulatory and/or industry standard software models to provide source allocations of nutrients and/or pollutants of interest. Please note that software models must be approved for use with the appropriate regulatory agency or be utilized as an industry standard.
- R. Assistance with bid protests arising from technical specifications, re-bidding or re-negotiating contracts for construction, materials, equipment, or services.
- S. Providing property surveys, related to engineering, appraisal and real estate services needed in connection with acquiring needed interests in real property for the County.
- T. Preparing to serve or serving as a consultant or witness for the County in litigation, arbitration or other legal or administrative proceeding, when such services are not required as a part of the project development phase, design and permitting phase or the construction services phase of a project.
- U. Performing constructability reviews of project plans in order to minimize construction change orders.
- V. Database and/or dashboard development related to projects.
- W. Field surveys and data collection in support of roadway, drainage, and mowing activities.
- X. Project scheduling and project budget tracking services.
- Y. Project management services.
- Z. Services such as inspection of roadway and drainage infrastructure maintenance activities. Evaluation of current level of service provided by the existing infrastructure.
- AA. Preparation of manuals for projects and division operations (for example, operation and maintenance).
- BB. Preparation of presentations, figures and exhibits for projects and/or public meetings.

- CC. GIS-related services for the implementation of stormwater projects or programs, and other miscellaneous activities such as a stormwater website.
- DD. Floodplain management services including delineation of the floodplain, letter of map revision (LOMR) services (review and approval), GIS work for Federal Emergency Management Act (FEMA) floodplain layer, and repetitive loss properties.
- EE. Services related to FEMA Community Rating System series 100 through 700. Services to include, but not limited to; public information, mapping and regulations, flood damage reduction, and warning and response.
- FF. Services necessary to review, revise, and approve change to Orange County ordinances and codes to meet federal or state requirements.
- GG. Services related to drainage wells including retrofitting, replacement, and analysis of drain well systems. This also includes continuous simulation analysis and evaluation of drain wells for the purpose of permitting, regulatory approvals needed, and water use master planning.
- HH. Services related to the evaluation of pump stations and major control structures and retrofit recommendations. This also includes drawdown analysis and evaluation of drain wells for the purpose of permitting, regulatory approvals needed, and water use master planning.
- II. Services related to surface feature failures (e.g., washouts, sinkholes and pavement failures) and retrofit recommendations.
- JJ. Services related to sandbar removal, canal bank protection, pond restoration, and sediment/erosion control including survey, evaluation, final design, permitting and construction.
- KK. Services related to stormwater service rate analysis, determination and codification.
- LL. Services related to low impact development (LID), green infrastructure (GI) engineering, sustainability and resiliency design for stormwater systems.

**EXHIBIT B**  
**BILLABLE RATES AND MULTIPLIER**

**PRIME CONSULTANT**

**WSP USA ENVIRONMENT &  
INFRASTRUCTURE, INC.**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County.

|                            |         |
|----------------------------|---------|
| Base Rate                  | 100%    |
| Overhead & Fringe Benefits | 139.90% |
| Subtotal                   | 239.90% |
| Profit (12%)               | 0.29    |

**OVERALL MULTIPLIER 2.69**

Individual classification for personnel hourly rates are as follows:

| Labor Category                            | Classification<br>Basic Hourly | Overall<br>Multiplier | Billable  |
|-------------------------------------------|--------------------------------|-----------------------|-----------|
| Principal                                 | \$ 111.45                      | 2.69                  | \$ 299.46 |
| Senior Technical Specialist               | \$ 97.19                       | 2.69                  | \$ 261.14 |
| Senior Project Manager                    | \$ 87.56                       | 2.69                  | \$ 235.25 |
| Project Manager                           | \$ 65.36                       | 2.69                  | \$ 175.62 |
| Senior Civil Engineer                     | \$ 81.60                       | 2.69                  | \$ 219.25 |
| Civil Engineer                            | \$ 62.65                       | 2.69                  | \$ 168.32 |
| Junior Civil Engineer                     | \$ 41.73                       | 2.69                  | \$ 112.12 |
| Senior Water Resource Engineer            | \$ 81.90                       | 2.69                  | \$ 220.04 |
| Water Resource Engineer                   | \$ 63.26                       | 2.69                  | \$ 169.97 |
| Junior Water Resource Engineer            | \$ 40.48                       | 2.69                  | \$ 108.77 |
| Senior Environmental Engineer             | \$ 79.29                       | 2.69                  | \$ 213.03 |
| Environmental Engineer                    | \$ 62.73                       | 2.69                  | \$ 168.53 |
| Junior Environmental Engineer             | \$ 39.02                       | 2.69                  | \$ 104.85 |
| Senior Geotechnical Engineer              | \$ 86.26                       | 2.69                  | \$ 231.76 |
| Geotechnical Engineer                     | \$ 65.53                       | 2.69                  | \$ 176.07 |
| Junior Geotechnical Engineer              | \$ 44.34                       | 2.69                  | \$ 119.14 |
| Senior Environmental Scientist            | \$ 61.23                       | 2.69                  | \$ 164.53 |
| Environmental Scientist                   | \$ 44.99                       | 2.69                  | \$ 120.89 |
| Junior Environmental Scientist            | \$ 33.07                       | 2.69                  | \$ 88.85  |
| Senior Geologist                          | \$ 56.55                       | 2.69                  | \$ 151.94 |
| Geologist                                 | \$ 43.42                       | 2.69                  | \$ 116.66 |
| Junior Geologist                          | \$ 34.32                       | 2.69                  | \$ 92.21  |
| Senior Planner                            | \$ 72.13                       | 2.69                  | \$ 193.81 |
| Planner                                   | \$ 49.10                       | 2.69                  | \$ 131.92 |
| Junior Planner                            | \$ 37.93                       | 2.69                  | \$ 101.91 |
| Senior Designer                           | \$ 69.23                       | 2.69                  | \$ 186.01 |
| Designer                                  | \$ 49.48                       | 2.69                  | \$ 132.95 |
| Senior GIS Analyst/Specialist             | \$ 67.09                       | 2.69                  | \$ 180.25 |
| GIS Analyst/Specialist                    | \$ 49.77                       | 2.69                  | \$ 133.73 |
| Junior GIS Analyst/Specialist             | \$ 35.89                       | 2.69                  | \$ 96.42  |
| Senior CAD Operator                       | \$ 60.03                       | 2.69                  | \$ 161.29 |
| CAD Operator                              | \$ 37.63                       | 2.69                  | \$ 101.11 |
| Senior Technician                         | \$ 49.22                       | 2.69                  | \$ 132.25 |
| Technician                                | \$ 36.45                       | 2.69                  | \$ 97.93  |
| Junior Technician                         | \$ 29.14                       | 2.69                  | \$ 78.30  |
| Senior Construction Manager               | \$ 70.04                       | 2.69                  | \$ 188.20 |
| Construction Manager                      | \$ 56.86                       | 2.69                  | \$ 152.78 |
| Senior Construction Inspection Technician | \$ 55.90                       | 2.69                  | \$ 150.20 |
| Construction Inspection Technician        | \$ 47.47                       | 2.69                  | \$ 127.53 |
| Junior Construction Inspection Technician | \$ 32.13                       | 2.69                  | \$ 86.32  |
| Surveyor                                  | \$ 73.05                       | 2.69                  | \$ 196.27 |
| Party Chief                               | \$ 33.85                       | 2.69                  | \$ 90.94  |
| Survey Technician                         | \$ 26.16                       | 2.69                  | \$ 70.28  |
| Procurement/Subcontract Administration    | \$ 55.87                       | 2.69                  | \$ 150.10 |
| Project Accountant                        | \$ 35.76                       | 2.69                  | \$ 96.09  |
| Project Coordinator                       | \$ 30.78                       | 2.69                  | \$ 82.71  |

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525 (3), Florida Statutes.

Christine Mehle, Local Business Lead

(Printed name and Title)

Mehle, Christine

(USCM717518)

(Signature)

Digitally signed by Mehle, Christine  
(USCM717518)  
Date: 2024.01.26 16:32:06 -05'00'

January 26, 2024

(Date)



## WATER

### Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

| Equipment                                                             | Unit     | Bill Rate |
|-----------------------------------------------------------------------|----------|-----------|
| 4 Wheel ATV                                                           | Day(s)   | \$ 150    |
| Auto Sampler/1 Week Duration                                          | Week     | \$ 240    |
| Auto Sampler/1 Week Duration with telemetry                           | Week     | \$ 600    |
| Auto Sampler/2-3 Week Duration                                        | Week(s)  | \$ 210    |
| Auto Sampler/2-3 Week Duration with telemetry                         | Week(s)  | \$ 450    |
| Auto Sampler/4-11 Week Duration                                       | Week(s)  | \$ 180    |
| Auto Sampler/4-11 Week Duration with telemetry                        | Week(s)  | \$ 400    |
| Auto Sampler/3 Month or greater Duration                              | Month(s) | \$ 600    |
| Auto Sampler/3 Month or greater Duration with telemetry               | Month(s) | \$ 1,200  |
| Auto Sampler/8-11 Week Duration                                       | Week(s)  | \$ 180    |
| Backpack Sprayer                                                      | Day(s)   | \$ 42     |
| Carolina Skiff (17') and Trailer                                      | Day(s)   | \$ 300    |
| Confined Space Equipment                                              | Week(s)  | \$ 792    |
| Confined Space Equipment                                              | Day(s)   | \$ 240    |
| CONSOL., UNDRAINED TRIAXIALTEST W/PORE PRESSURE MEASURE               | Each     | \$ 210    |
| CONSOLIDATION TEST, SQUARE ROOT OFTIME METHOD                         | Each     | \$ 540    |
| Continuous Recording Staff Gauge                                      | Week     | \$ 350    |
| Digital Depth Finder                                                  | Day(s)   | \$ 79     |
| Dissolved Oxygen Meter                                                | Day(s)   | \$ 47     |
| Double Ring Infiltrometer                                             | Day(s)   | \$ 30     |
| Flux Core Incubation (does not include lab analyses or collection)    | Per Core | \$ 840    |
| Foxboro OVA/PID                                                       | Day(s)   | \$ 150    |
| Foxboro OVA/PID                                                       | Week(s)  | \$ 570    |
| Generator                                                             | Day(s)   | \$ 79     |
| Generator                                                             | Monthly  | \$ 270    |
| Global Positioning System (GPS)                                       | Week(s)  | \$ 450    |
| Global Positioning System (GPS)                                       | Day(s)   | \$ 132    |
| GPR Survey Equipment                                                  | Test(s)  | \$ 540    |
| GPS R.T.K. Positioning Data                                           | Day(s)   | \$ 20     |
| GPS R.T.K. Positioning Data                                           | Week(s)  | \$ 139    |
| Ground Water Sample Bailers (Decontaminated)                          | Ea.      | \$ 34     |
| Shallow Groundwater Sampling Pump (with disposable Tubing for 1 well) | Day(s)   | \$ 79     |
| Shallow Groundwater Sampling Pump (with Disposable Tubing for 1 well) | Week(s)  | \$ 216    |
| Deep Groundwater Sampling Pump (with Disposable Tubing for 1 well)    | Day(s)   | \$ 200    |
| Deep Groundwater Sampling Pump (with Disposable Tubing for 1 well)    | Week(s)  | \$ 800    |
| Grunfos Sampling Pump                                                 | Month(s) | \$ 1,140  |
| Herbicide                                                             | Gal(s)   | \$ 14     |
| Honda Water Pump (2")                                                 | Day(s)   | \$ 132    |

## WATER

### Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

|                                                |                 |        |
|------------------------------------------------|-----------------|--------|
| Hydrographic Survey Vessel & Equipment         | Day(s)          | \$ 200 |
| Infrared Thermography                          | Day(s)          | \$ 132 |
| Inline 45 micron water filter                  | Ea.             | \$ 40  |
| Inline 0.2 micron water filter                 | Ea.             | \$ 40  |
| Jon Boat 16' 25 HP Motor and Trailer           | Day(s)          | \$ 200 |
| Kayak                                          | Day(s)          | \$ 60  |
| Kayak - Week                                   | Week(s)         | \$ 180 |
| Maintenance of Traffic (MOT)                   | Day(s)          | \$ 600 |
| Metal Detector                                 | Day(s)          | \$ 34  |
| Metal Detector                                 | Week(s)         | \$ 66  |
| Microscope (Compound)                          | Day(s)          | \$ 34  |
| Microscope (Compound)                          | Week(s)         | \$ 66  |
| Multimeter Hydrolab Surveyor 4                 | Day(s)          | \$ 102 |
| Multimeter Hydrolab Surveyor 4                 | Week(s)         | \$ 348 |
| Multiparameter - YSI556                        | Day(s)          | \$ 102 |
| Multiparameter - YSI556                        | Week(s)         | \$ 348 |
| Multimeter - ProDSS water quality meter        | Day(s)          | \$ 156 |
| Nuclear Densometer                             | Day(s)          | \$ 30  |
| Nuclear Gauge Rental                           | Monthly         | \$ 240 |
| Nuclear Gauge Rental                           | Week(s)         | \$ 120 |
| Open Channel FlowMeter and Datalogger          | Week(s)         | \$ 600 |
| Peristaltic Pump                               | Day(s)          | \$ 60  |
| Photo Vac OVA/PID                              | Day(s)          | \$ 79  |
| Photo Vac OVA/PID                              | Week(s)         | \$ 288 |
| Piston Tube Sampler                            | Day(s)          | \$ 30  |
| Piston Tube Sampler                            | Week(s)         | \$ 120 |
| Pore Pressure Probe                            | Day(s)          | \$ 47  |
| Pore Pressure Probe                            | Week(s)         | \$ 144 |
| Pre-Demo Survey (including Report Preparation) | Ft <sup>2</sup> | \$ 0   |
| Pressure Transducer/Data Logger                | Day(s)          | \$ 60  |
| Pressure Transducer/Data Logger                | Week(s)         | \$ 240 |
| Pressure Transducer/Data Logger (Telemetry)    | Day(s)          | \$ 150 |
| Pressure Transducer/Data Logger (Telemetry)    | Week(s)         | \$ 540 |
| Rock Core Box                                  | Ea.             | \$ 30  |
| Sample Jars (Box of 12)                        | Ea.             | \$ 18  |
| Sample Storage                                 | Ea.             | \$ 144 |
| Sandpipe Field Permeability Equipment          | Day(s)          | \$ 30  |
| Sandpipe Field Permeability Equipment          | Week(s)         | \$ 120 |
| Seepage Meter                                  | Ea.             | \$ 600 |

## WATER

### Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

|                                                             |          |          |
|-------------------------------------------------------------|----------|----------|
| Soft-Dig Excavation Unit                                    | Day(s)   | \$ 480   |
| Soil Auger                                                  | Day(s)   | \$ 30    |
| Soil Auger                                                  | Week(s)  | \$ 120   |
| Staff Gauges                                                | Ea.      | \$ 34    |
| FlowTracker2                                                | Week(s)  | \$ 358   |
| FlowTracker2                                                | Day(s)   | \$ 132   |
| Stream Flow Meter--Sontek RS5 (shipping costs not included) | Day(s)   | \$ 790   |
| Stream Flow Meter--Sontek RS5 (shipping costs not included) | Week(s)  | \$ 2,200 |
| Survey Equipment                                            | Day(s)   | \$ 152   |
| Terrestrial Laser Scanning Unit                             | Day(s)   | \$ 1,200 |
| Temp, pH, Conductivity Meter                                | Day(s)   | \$ 34    |
| Temp, pH, Conductivity Meter                                | Week(s)  | \$ 120   |
| Tipping Bucket Rain Gauge                                   | Month(s) | \$ 60    |
| Turbidity Meter, Digital (Portable) Hack 2100P              | Day(s)   | \$ 36    |
| Turbidity Meter, Digital (Portable) Hack 2100P              | Week(s)  | \$ 120   |
| Vacuum Pump                                                 | Day(s)   | \$ 79    |
| Vacuum Pump                                                 | Week(s)  | \$ 276   |
| Vane Shear Equipment                                        | Week(s)  | \$ 120   |
| Vane Shear Equipment                                        | Day(s)   | \$ 34    |
| VIBRATION MONITOR/DAY                                       | Day(s)   | \$ 156   |
| VIBRATION MONITOR/WEEK                                      | Week(s)  | \$ 420   |
| Water Level Indicator                                       | Day(s)   | \$ 34    |
| Water Level Indicator                                       | Week(s)  | \$ 102   |
| Weed Eater-Gas, Chain Saw                                   | Day(s)   | \$ 34    |
| Weed Eater-Gas, Chain Saw                                   | Week(s)  | \$ 120   |

**Laboratory Testing Fee Schedule**  
WSP USA Environment & Infrastructure Inc.  
Altamonte Springs, Florida



| UNIT NAME                                                                                                             | PROCEDURE                       | UOM  | RATE     |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------|------|----------|
| <b>CLASSIFICATION</b>                                                                                                 |                                 |      |          |
| SOILS FINER THAN #200 SIEVE                                                                                           | ASTM D1140                      | EACH | \$48.00  |
| PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200                                                                 | ASTM D6913                      | EACH | \$58.00  |
| PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200 or #230 HALF PHI SIZES W/O HYDROMETER                           | ASTM D6913                      | EACH | \$77.25  |
| PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200 or #230 HALF PHI SIZES W/ HYDROMETER (Assumed Specific Gravity) | ASTM D7928, D6914               | EACH | \$168.00 |
| PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH HYDROMETER (Assumed Specific Gravity)                                     | ASTM D6913 & D7928              | EACH | \$140.00 |
| PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH HYDROMETER AND SPECIFIC GRAVITY                                           | ASTM D6913, D7928, & D854       | EACH | \$190.00 |
| HYDROMETER ONLY                                                                                                       | ASTM D7928                      | EACH | \$85.00  |
| LIQUID LIMIT, PLASTIC LIMIT, AND PLASTICITY INDEX                                                                     | ASTM D4318                      | EACH | \$90.00  |
| MOISTURE CONTENT                                                                                                      | ASTM D2216                      | EACH | \$15.00  |
| COMBINED ANALYSIS, MOISTURE CONTENT & % FINES                                                                         | ASTM D2216 and D1140            | EACH | \$55.00  |
| SOIL UNIT WEIGHT, WITH MOISTURE CONTENT                                                                               | ASTM D2937 and D2216            | EACH | \$67.00  |
| SPECIFIC GRAVITY                                                                                                      | ASTM D854                       | EACH | \$80.00  |
| ORGANIC CONTENT                                                                                                       | ASTM D2974                      | EACH | \$42.00  |
| SETTLING RATE                                                                                                         | USCOE Settling Rate Test Method | EACH | \$85.00  |
| CARBONATE CONTENT                                                                                                     | Tyler Twenhoffer 1941           | EACH | \$85.00  |
| CARBONATE CONTENT                                                                                                     | ASTM D4373                      | EACH | \$90.00  |
| VISUAL SHELL                                                                                                          | NON-ASTM                        | EACH | \$16.50  |
| SOIL pH                                                                                                               | ASTM D4972 or FM 5-550          | EACH | \$45.00  |
| SOIL SULFATE                                                                                                          | FDOT FM 5-553                   |      | \$68.00  |
| SOIL CHLORIDE                                                                                                         | FDOT FM 5-552                   |      | \$70.00  |
| SOIL RESISTIVITY                                                                                                      | FDOT FM 5-551                   |      | \$81.00  |
| CORROSION SERIES (pH, Sulfates, Chloride, Resistivity)                                                                | FDOT FM 5-550, 551, 552 & 553   | EACH | \$180.00 |
| <b>COMPACTION</b>                                                                                                     |                                 |      |          |
| COMPACTION TEST, STANDARD PROCTOR                                                                                     | ASTM D698                       | EACH | \$130.00 |
| COMPACTION TEST, STANDARD PROCTOR W/ SIEVE ANALYSIS                                                                   | ASTM D698                       | EACH | \$172.50 |
| COMPACTION TEST, MODIFIED PROCTOR                                                                                     | ASTM D1557                      | EACH | \$130.00 |
| COMPACTION TEST, MODIFIED PROCTOR W/ SIEVE ANALYSIS                                                                   | ASTM D1557                      | EACH | \$172.50 |
| RELATIVE DENSITY, DRY METHOD (Maximum and Minimum)                                                                    | ASTM D4253 and D4254            | EACH | \$165.00 |
| RELATIVE DENSITY, WET METHOD AND DRY METHOD (MAXIMUM) AND DRY METHOD (MINIMUM)                                        | ASTM D4253 and D4254            | EACH | \$165.00 |
| RELATIVE DENSITY (Minimum Only)                                                                                       | ASTM D4254                      | EACH | \$69.00  |
| RELATIVE DENSITY, DRY METHOD (Maximum Only)                                                                           | ASTM D4253                      | EACH | \$85.00  |
| RELATIVE DENSITY, WET METHOD (Maximum Only)                                                                           | ASTM D4253                      | EACH | \$115.00 |
| CALIFORNIA BEARING RATIO (CBR), W/ STANDARD OR MODIFIED EFFORT (COE)                                                  | ASTM D1883                      | EACH | \$360.00 |
| LIMEROCK BEARING RATIO (LBR)                                                                                          | FDOT FM 5-515                   | EACH | \$310.00 |
| LIMEROCK BEARING RATIO (LBR) W/ SIEVE ANALYSIS                                                                        | FDOT FM 5-515                   | EACH | \$350.00 |
| <b>SOIL STRENGTH</b>                                                                                                  |                                 |      |          |
| UNCONSOLIDATED, UNDRAINED TRIAXIAL TEST, per specimen (One Confining Pressure)                                        | ASTM D2850                      | EACH | \$165.00 |
| UNCONSOLIDATED, UNDRAINED TRIAXIAL TEST (Three Confining Pressures)                                                   | ASTM D2850                      | EACH | \$450.00 |
| CONSOLIDATED, UNDRAINED TRIAXIAL TEST WITH/PORE PRESSURE MEASUREMENT, per specimen                                    | ASTM D4767                      | EACH | \$165.00 |
| CONSOLIDATED, UNDRAINED TRIAXIAL TEST WITH/PORE PRESSURE MEASUREMENT (Three Conf Pressures)                           | ASTM D4767                      | EACH | \$900.00 |
| CONSOLIDATED, DRAINED TRIAXIAL TEST, per specimen                                                                     |                                 | EACH | \$165.00 |
| CONSOLIDATED, DRAINED TRIAXIAL TEST (Three Confining Pressures)                                                       |                                 | EACH | \$515.00 |

**Laboratory Testing Fee Schedule**  
WSP USA Environment & Infrastructure Inc.  
Jacksonville, Florida



| UNIT NAME                                                                                    | PROCEDURE                         | UOM  | RATE       |
|----------------------------------------------------------------------------------------------|-----------------------------------|------|------------|
| REMOLD SPECIMEN FOR TRIAXIAL SHEAR, per specimen                                             | NA                                | EACH | \$50.00    |
| UNCONFINED COMPRESSIVE STRENGTH                                                              | ASTM D2166                        | EACH | \$90.00    |
| UNCONFINED COMPRESSIVE STRENGTH (Undisturbed Sample)                                         | ASTM D2166                        | EACH | \$90.00    |
| UNCONFINED COMPRESSIVE STRENGTH (Remolded Sample)                                            | ASTM D2166                        | EACH | \$120.00   |
| UNCONFINED COMPRESSIVE STRENGTH (Compacted Sample)                                           | ASTM D2166                        | EACH | \$120.00   |
| DIRECT SHEAR (Three Loads)                                                                   | ASTM D3080                        | EACH | \$515.00   |
| <b>PERMEABILITY</b>                                                                          |                                   |      |            |
| PERMEABILITY TEST, CONSTANT HEAD (SAND), per point (loose, medium, and max compaction)       | ASTM D2434                        | EACH | \$180.00   |
| PERMEABILITY TEST, CONSTANT HEAD (SAND), per sample (percentage of max dry density required) | ASTM D2434                        | EACH | \$220.00   |
| PERMEABILITY TEST, CONSTANT HEAD (SAND), per point (6")                                      | FDOT FM1-T215                     | EACH | \$110.00   |
| PERMEABILITY TEST, FALLING HEAD (CLAY), Flexible Wall Permeameter                            | ASTM D5084                        | EACH | \$300.00   |
| REMOLD SPECIMEN                                                                              | NA                                | EACH | \$50.00    |
| <b>CONSOLIDATION &amp; SWELL</b>                                                             |                                   |      |            |
| SWELL OR SETTLEMENT POTENTIAL WITH UNIT WEIGHT, SPECIFIC GRAVITY, AND MOISTURE CONTENT       | ASTM D4546                        | EACH | \$425.00   |
| REMOLDING FOR SWELL OR SETTLEMENT POTENTIAL TEST                                             | ASTM D4546                        | EACH | \$52.00    |
| CONSOLIDATION TEST, SQUARE ROOT OF TIME METHOD (Up to 12 Loads)                              | ASTM D2435                        | EACH | \$620.00   |
| CONSOLIDATION TEST, LOG TIME METHOD (Up to 12 Loads)                                         | ASTM D2435                        | EACH | \$620.00   |
| CONSOLIDATION TEST, ADDITIONAL LOAD INCREMENT                                                | ASTM D2435                        | EACH | \$52.00    |
| REMOLDING SPECIMEN FOR CONSOLIDATION TEST                                                    | ASTM D2435                        | EACH | \$30.00    |
| <b>CONCRETE</b>                                                                              |                                   |      |            |
| COMPRESSIVE STRENGTH OF CORES                                                                | ASTM C1604 & C39                  | EACH | \$40.00    |
| COMPRESSIVE STRENGTH OF CYLINDERS                                                            | ASTM C39                          | EACH | \$20.00    |
| SPLITTING TENSILE OF CONCRETE CYLINDERS                                                      | ASTM C496                         | EACH | \$75.00    |
| SPLITTING CONCRETE CORE AND pH (Carbonation Testing of Freshly Broken Surface)               | N/A                               | EACH | \$26.00    |
| <b>ROCK</b>                                                                                  |                                   |      |            |
| UNCONFINED COMPRESSIVE STRENGTH OF INTACT ROCK CORE                                          | ASTM D-7012 Method D w/o Option A | EACH | \$95.00    |
| SPLITTING TENSILE STRENGTH OF INTACT ROCK CORE                                               | ASTM D-3967                       | EACH | \$75.00    |
| CUTTING CORES                                                                                | NA                                | EACH | \$26.00    |
| DENSITY OF ROCK CORE                                                                         | USCOE RTH 109                     | EACH | \$90.00    |
| SOUNDNESS, SODIUM OR MAGNESIUM SULFATE (Up to 7 cycles)                                      | ASTM D5240 Rip Rap                | EACH | \$400.00   |
| SOUNDNESS, MAGNESIUM SULFATE (Up to 5 cycles)                                                | ASTM D5240 Rip Rap                | EACH | \$360.00   |
| L.A. ABRASION & crush rock                                                                   | ASTM C-131, C-535                 | EACH | \$300.00   |
| WETTING AND DRYING                                                                           | ASTM D5313                        | EACH | \$500.00   |
| FREEZING AND THAWING                                                                         | ASTM D5312                        | EACH | \$500.00   |
| PETROGRAPHIC                                                                                 | ASTM C295                         | EACH | \$1,500.00 |
| CUTTING & CRUSHING ROCK CORES                                                                | NA                                | EACH | \$60.00    |
| Unit Weight of Rock                                                                          | D2166                             | EACH | \$65.00    |

**Laboratory Testing Fee Schedule**  
WSP USA Environment & Infrastructure Inc.  
Jacksonville, Florida



| UNIT NAME                                                                  | PROCEDURE               | UOM  | RATE     |
|----------------------------------------------------------------------------|-------------------------|------|----------|
| <b>AGGREGATE</b>                                                           |                         |      |          |
| FLAT & ELONGATED PARTICLES                                                 | ASTM D4791              | EACH | \$160.00 |
| CLAY LUMPS & FRIABLE PARTICLES                                             | ASTM C142               | EACH | \$155.00 |
| LIGHTWEIGHT PIECES                                                         | ASTM C123               | EACH | \$155.00 |
| SIEVE ANALYSIS (Fine Aggregate)                                            | ASTM C136               | EACH | \$61.75  |
| SIEVE ANALYSIS (Coarse Aggregate)                                          | ASTM C136               | EACH | \$77.25  |
| SIEVE ANALYSIS (Coarse Aggregate) Aggregate from 3 inch to 5 inch          | ASTM C136               | EACH | \$125.00 |
| SIEVE ANALYSIS (Fine and Coarse Aggregate)                                 | ASTM C136 / ASTM C117   | EACH | \$90.00  |
| FRACTURED AND ANGULAR PIECES                                               | ASDM D5821              | EACH | \$155.00 |
| MOISTURE CONTENT                                                           | ASTM D2216 / ASTM D4643 | EACH | \$25.00  |
| ORGANIC IMPURITIES (Fine Aggregate)                                        | ASTM C40                | EACH | \$60.00  |
| SPECIFIC GRAVITY AND ABSORPTION (Coarse Aggregate)                         | ASTM C127               | EACH | \$90.00  |
| SPECIFIC GRAVITY AND ABSORPTION (Fine Aggregate)                           | ASTM C128               | EACH | \$80.00  |
| UNIT WEIGHT                                                                | ASTM C29                | EACH | \$56.75  |
| L.A. ABRASION                                                              | ASTM C131 / ASTM C535   | EACH | \$280.00 |
| SOUNDNESS OF AGGREGATE BY USE OF SODIUM OR MAGNESIUM SULFATE (Five Cycles) | ASTM C88 / AASHTO T104  | EACH | \$360.00 |
| CALCIUM CARBONATE PERCENT BY WEIGHT                                        | ASTM D3042              | EACH | \$90.00  |
| CARBONATES & ORGANIC MATTER IN LIMEROCK                                    | FDOT FM 5-514           | EACH | \$90.00  |
| <b>OTHER</b>                                                               |                         |      |          |
| PRIORITY TESTING                                                           | N/A                     | EACH | \$77.25  |
| LOGGING VIBRACORE                                                          | USACE                   | FT   | \$23.50  |
| GRANULARMETRIC REPORT                                                      | NA                      | EACH | \$10.75  |

# **EXHIBIT B BILLABLE RATES AND MULTIPLIER**

## **SUB-CONSULTANT**



**Re: BFA Fee Quotation Proposal**  
**Orange County Continuing Water Quality Professional Services**  
**Y23-905-MB**

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the contract.

|                             |                    |
|-----------------------------|--------------------|
| Base Rate:                  | 100%               |
| Overhead & Fringe Benefits: | 152%               |
| Subtotal:                   | 252%               |
| Profit (12%):               | 0.30               |
| <b>Overall Multiplier:</b>  | <b><u>2.82</u></b> |

Individual classifications for personnel hourly rates are as follows:

| <b>Classification</b>                | <b>Raw Hourly Rate<br/>(Minimum)</b> | <b>Overall<br/>Multiplier</b> | <b>Billable Hourly Rate<br/>(Minimum)</b> |
|--------------------------------------|--------------------------------------|-------------------------------|-------------------------------------------|
| Principal Hydrogeologist             | \$75.00                              | 2.82                          | \$211.50                                  |
| Senior Water Resources<br>Specialist | \$85.62                              | 2.82                          | \$241.45                                  |
| Principal Engineer                   | \$72.00                              | 2.82                          | \$203.04                                  |
| Senior Engineer                      | \$70.00                              | 2.82                          | \$197.40                                  |
| Sr. Project Manager                  | \$70.00                              | 2.82                          | \$197.40                                  |
| Project Manager                      | \$60.00                              | 2.82                          | \$169.20                                  |
| Project Manager I                    | \$55.00                              | 2.82                          | \$155.10                                  |
| Project Engineer V                   | \$50.00                              | 2.82                          | \$141.00                                  |
| Project Engineer IV                  | \$45.00                              | 2.82                          | \$126.90                                  |
| Project Engineer III                 | \$40.00                              | 2.82                          | \$112.80                                  |
| Project Engineer II                  | \$38.00                              | 2.82                          | \$107.16                                  |
| Project Engineer I                   | \$35.00                              | 2.82                          | \$98.70                                   |
| Senior Designer                      | \$42.00                              | 2.82                          | \$118.44                                  |
| CAD V                                | \$38.00                              | 2.82                          | \$107.16                                  |
| CAD IV                               | \$35.00                              | 2.82                          | \$98.70                                   |
| CAD III                              | \$30.00                              | 2.82                          | \$84.60                                   |



|                             |         |      |          |
|-----------------------------|---------|------|----------|
| CAD II                      | \$25.00 | 2.82 | \$70.50  |
| CAD I                       | \$20.00 | 2.82 | \$56.40  |
| GIS Tech III                | \$40.00 | 2.82 | \$112.80 |
| GIS Tech II                 | \$35.00 | 2.82 | \$98.70  |
| GIS Tech I                  | \$30.00 | 2.82 | \$84.60  |
| Hydrogeologist V            | \$57.00 | 2.82 | \$160.74 |
| Hydrogeologist IV           | \$44.00 | 2.82 | \$124.08 |
| Hydrogeologist III          | \$40.00 | 2.82 | \$112.80 |
| Hydrogeologist II           | \$32.00 | 2.82 | \$90.24  |
| Hydrogeologist I            | \$26.00 | 2.82 | \$73.32  |
| Environmental Scientist V   | \$47.00 | 2.82 | \$132.54 |
| Environmental Scientist IV  | \$42.00 | 2.82 | \$118.44 |
| Environmental Scientist III | \$38.00 | 2.82 | \$107.16 |
| Environmental Scientist II  | \$32.00 | 2.82 | \$90.24  |
| Environmental Scientist I   | \$24.00 | 2.82 | \$67.68  |
| Field Technician IV         | \$32.00 | 2.82 | \$90.24  |
| Field Technician III        | \$29.00 | 2.82 | \$81.78  |
| Field Technician II         | \$26.00 | 2.82 | \$73.32  |
| Field Technician I          | \$22.00 | 2.82 | \$62.04  |
| Sr. Surveyor and Mapper     | \$62.00 | 2.82 | \$174.84 |
| Surveyor and Mapper         | \$49.00 | 2.82 | \$138.18 |
| Survey Technician           | \$40.00 | 2.82 | \$112.80 |
| 2 Person Survey Crew        | \$55.00 | 2.82 | \$155.10 |
| 3 Person Survey Crew        | \$76.00 | 2.82 | \$214.32 |
| Utility Coordinator         | \$38.00 | 2.82 | \$107.16 |
| SUE 2 Person Crew           | \$56.00 | 2.82 | \$157.92 |
| SUE 3 Person Crew           | \$77.00 | 2.82 | \$217.14 |
| Administrative Support III  | \$37.00 | 2.82 | \$104.34 |
| Administrative Support II   | \$28.00 | 2.82 | \$78.96  |
| Administrative Support I    | \$20.00 | 2.82 | \$56.40  |

**Survey and Subsurface Utility Engineering Direct Costs Table  
Y23-904-ZR**

| <b>Description</b>                                                          | <b>Units</b> | <b>Minimum Billable Rate</b> |
|-----------------------------------------------------------------------------|--------------|------------------------------|
| Utility Test Hole Excavation "Soft Dig"<br>(Grass Dirt areas, etc....)      | Each         | \$650.00                     |
| Utility Test Hole Excavation "Hard Dig"<br>(Concrete, Paved areas, etc....) | Each         | \$850.00                     |

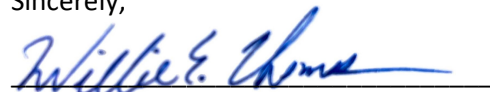
| <b>Barnes, Ferland and Associates (BFA)</b> |              |                               |         |
|---------------------------------------------|--------------|-------------------------------|---------|
| <b>Other Direct Costs Table</b>             |              |                               |         |
| <b>Y23-904-ZR</b>                           |              |                               |         |
| <b>2023</b>                                 |              |                               |         |
| <b>Description</b>                          | <b>Units</b> | <b>Unit Cost <sup>1</sup></b> |         |
| <b>Reproduction</b>                         |              |                               |         |
| B&W Copy (8.5" x 11") (Per Side)            | Each         | \$                            | 0.05    |
| B&W Copy (8.5" x 14")                       | Each         | \$                            | 0.12    |
| B&W Copy (11" x 17")                        | Each         | \$                            | 0.20    |
| Blackline Copy (24"x 36" or 22"x 34")       | Each         | \$                            | 2.00    |
| Color Copy (8.5" x 11") (Per Side)          | Each         | \$                            | 0.74    |
| Color Copy (8.5" x 14") (Per Side)          | Each         | \$                            | 0.74    |
| Color Copy (11" x 17")                      | Each         | \$                            | 1.25    |
| Color Copy (24"x 36" or 22"x 34")           | Each         | \$                            | 12.00   |
| Lamination (8.5" x 11")                     | Each         | \$                            | 1.75    |
| <b>Materials</b>                            |              |                               |         |
| Binders                                     | Each         | \$                            | At Cost |
| Bond Plots (24"x 36" or 22"x 34")           | Each         | \$                            | 0.72    |
| <b>Communications</b>                       |              |                               |         |
| Facsimile (Long Distance)                   | Each         |                               | At Cost |
| Phone Calls (Long Distance)                 | Minute       |                               | At Cost |
| <b>Mail</b>                                 |              |                               |         |
| Courier                                     | Each         | \$                            | At Cost |
| Express Delivery                            | Each         |                               | At Cost |
| US Mail                                     | Each         |                               | At Cost |



| <b>Barnes, Ferland and Associates (BFA)</b>                                                                                        |              |                               |         |
|------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------|---------|
| <b>Other Direct Costs Table</b>                                                                                                    |              |                               |         |
| <b>Y23-904-ZR</b>                                                                                                                  |              |                               |         |
| <b>2023</b>                                                                                                                        |              |                               |         |
| <b>Description</b>                                                                                                                 | <b>Units</b> | <b>Unit Cost <sup>1</sup></b> |         |
| <b>Travel <sup>2</sup></b>                                                                                                         |              |                               |         |
| Lodging (\$80.00 maximum)                                                                                                          | Day          |                               | At Cost |
| Mileage <sup>3</sup>                                                                                                               | Mile         |                               | 0.445   |
| Per Diem (\$36.00 maximum)                                                                                                         | Day          |                               | At Cost |
| Rental Car                                                                                                                         | Day          |                               | At Cost |
| Tolls                                                                                                                              | Each         |                               | At Cost |
| <b>Miscellaneous</b>                                                                                                               |              |                               |         |
| Legal Notices                                                                                                                      | Each         |                               | At Cost |
| Permit Application Fees                                                                                                            | Each         |                               | At Cost |
| Water Quality Analysis                                                                                                             |              |                               | At Cost |
| Field Supplies                                                                                                                     | Each         |                               | At Cost |
| Water Level analysis Equipment                                                                                                     | Day          |                               | At Cost |
| Water Quality Analysis Equipment                                                                                                   | Day          |                               | At Cost |
| Specialty Software                                                                                                                 | Each         |                               | At Cost |
| <b>Electronic Media</b>                                                                                                            |              |                               |         |
| Compact Disc                                                                                                                       | Each         |                               | 1.00    |
| DVD                                                                                                                                | Each         |                               | 1.50    |
| <sup>1</sup> "At Cost" Items will be billed without markup.                                                                        |              |                               |         |
| <sup>2</sup> Travel Costs in accordance with Orange County Travel Policy.                                                          |              |                               |         |
| <sup>3</sup> Orange County maximum mileage cost. Local mileage will only be considered if included in cost proposal and justified. |              |                               |         |

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 95.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, P.E.  
President

1/18/2024

Date





May 20, 2024

Craig Duxbury  
WSP

Re: Price Quote for Orange County Contract

Dear Craig:

DB Environmental is pleased to submit a quotation for the parameters listed below.

**Report Turn-Around: 20 Business Days**

**Matrix: Surface Water**

| Parameter                       | Analysis Method                              | Unit Cost |
|---------------------------------|----------------------------------------------|-----------|
| Alkalinity as CaCO <sub>3</sub> | SM 2320 B-2011                               | \$26.00   |
| Ammonia-N                       | SM 4500-NH <sub>3</sub> G-2011               | \$35.50   |
| Total Calcium                   | SM 3111-B-2011                               | \$40.00   |
| Dissolved Calcium               | SM 3111-B-2011                               | \$23.75   |
| Apparent Color                  | SM 2120 B-2011                               | \$31.50   |
| Orthophosphate as P             | SM 4500-P F-2011 or DBE SOP OPO <sub>4</sub> | \$34.00   |
| Total Phosphorus                | SM 4500-P F-2011                             | \$30.25   |
| Total Soluble Phosphorus        | SM 4500-P F-2011                             | \$30.25   |
| Total Suspended Solids          | SM 2540 D-2015                               | \$33.75   |
| Sulfate                         | SM 4110 B-2011                               | \$49.00   |
| Total Organic Carbon            | SM 5310 B-2014                               | \$35.00   |
| Dissolved Organic Carbon        | SM 5310 B-2014                               | \$35.00   |

**\$404.00**

**Report Turn-Around: 30 Business Days**

**Matrix: Sediment**

| Parameter                                                               | Analysis Method                | Unit Cost |
|-------------------------------------------------------------------------|--------------------------------|-----------|
| %Dry Weight                                                             | ASA 21-2                       | \$16.25   |
| Bulk Density                                                            | ASA 13                         | \$18.25   |
| Grinding (processing)                                                   | n/a                            | \$20.75   |
| Total Phosphorus                                                        | DBE SOP TP                     | \$40.00   |
| P fractionation referenced in Meis et al., 2012 (Modified)              |                                | \$595.00  |
| NH <sub>4</sub> Cl TSP*                                                 | DBE SOP TP                     |           |
| NaHCO <sub>3</sub> /Na <sub>2</sub> S <sub>2</sub> O <sub>4</sub> TSP** | DBE SOP TP                     |           |
| NaOH SRP***                                                             | DBE SOP OPO <sub>4</sub>       |           |
| NaOH TSP                                                                | DBE SOP TP                     |           |
| NaOH TSP minus NaOH SRP†                                                | Calculation                    |           |
| HCl TSP††                                                               | DBE SOP TP                     |           |
| Residual TP                                                             | DBE SOP TP                     |           |
| Porewater Extraction and Analysis                                       |                                | \$121.00  |
| Porewater SRP                                                           | DBE SOP OPO <sub>4</sub>       |           |
| Porewater NH <sub>3</sub> -N                                            | SM 4500-NH <sub>3</sub> G-2011 |           |
| Total Calcium                                                           | EPA/SW 7140                    | \$44.50   |
| Total Carbon                                                            | DBE SOP MVP                    | \$38.75   |
| Total Nitrogen                                                          | DBE SOP MVP                    | \$38.75   |
| Total Organic Carbon                                                    | DBE SOP MVP/COE 3-73           | \$51.25   |
| Volatile Solids                                                         | EPA/COE 3-59                   | \$23.00   |

**\$1,007.50**

**Reference**

Meis, S., Spears, B.M., Maberly, S.C., O'Malley, M.B., Perkins, R.G. 2012. Sediment amendment with Phoslock® in Clatto Reservoir (Dundee, UK): Investigating changes in sediment elemental composition and phosphorus fractionation. *J. Environ. Manag.*; 93, 185-193.

\*NH<sub>4</sub>Cl TSP = Labile P

\*\*NaHCO<sub>3</sub>/Na<sub>2</sub>S<sub>2</sub>O<sub>4</sub> TSP = Reductant-Soluble P

\*\*\*NaOH SRP = Metal-Oxide Adsorbed P

†NaOH TSP minus NaOH SRP = Organic P

††HCl TSP = Apatite Bound P

If you have any questions or concerns, please contact me at nancy@dbenv.com.

Sincerely,

Nancy Chan  
Laboratory Manager



**Orange County Continuing Water Quality Professional Services  
Y23-905-MB**

|                            |         |
|----------------------------|---------|
| Base Rate                  | 100%    |
| Overhead & Fringe Benefits | 195.42% |
| Subtotal                   | 295.42% |
| Profit (12%)               | 0.35    |

|                    |      |                  |
|--------------------|------|------------------|
| Overall Multiplier | 3.31 | -->Limit to 2.99 |
|--------------------|------|------------------|

| Labor Category                | Classification Basic Hourly Rate | Overall Multiplier | Billable |
|-------------------------------|----------------------------------|--------------------|----------|
| Senior Principal Engineer*    | \$98.00                          | 2.99               | \$293.02 |
| Principal Engineer            | \$89.78                          | 2.99               | \$268.45 |
| Senior Engineer/Scientist     | \$64.90                          | 2.99               | \$194.05 |
| Project Engineer/Scientist II | \$53.04                          | 2.99               | \$158.60 |
| Project Engineer/Scientist I  | \$42.40                          | 2.99               | \$126.79 |
| Staff Engineer/Scientist      | \$36.13                          | 2.99               | \$108.03 |
| CAD/Designer                  | \$40.87                          | 2.99               | \$122.19 |
| Intern                        | \$25.87                          | 2.99               | \$77.35  |
| Administrative*               | \$30.00                          | 2.99               | \$89.70  |

Note: \* denotes reduced Classification Basic Hourly Rate

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Chad Drummond, President

Print Name, Title

Signature

March 27, 2024

Date



**DRUMMOND CARPENTER, PLLC**

Statement of Direct Labor, Fringe Benefits, and General Overhead

For the Year Ended December 31, 2023

| Description                      | Financial Stmt<br>Expense | Unallowable<br>Costs | Reference | Total               | % of<br>Direct<br>Labor |
|----------------------------------|---------------------------|----------------------|-----------|---------------------|-------------------------|
| Direct Labor                     | <u>\$ 945,481</u>         | <u>\$ -</u>          |           | <u>\$ 945,481</u>   | <u>100.00%</u>          |
| <b>INDIRECT COSTS</b>            |                           |                      |           |                     |                         |
| Fringe Benefits:                 |                           |                      |           |                     |                         |
| Total Fringe Benefits            | <u>297,477</u>            | <u>(1,668)</u>       |           | <u>295,809</u>      | <u>31.29%</u>           |
| General Overhead:                |                           |                      |           |                     |                         |
| Total General Overhead           | <u>1,671,931</u>          | <u>(125,027)</u>     |           | <u>1,546,904</u>    | <u>163.61%</u>          |
| Total Indirect Costs             | <u>\$ 1,969,408</u>       | <u>\$ (126,695)</u>  |           | <u>\$ 1,842,713</u> | <u>194.90%</u>          |
| Facilities Capital Cost of Money |                           |                      |           | <u>\$ 4,894</u>     | <u>0.52%</u>            |
| Overall Multiplier               |                           |                      |           |                     | <b>295.42%</b>          |

16 February 2024

## REIMBURSEABLE EXPENSES

Orange County Contract: Continuing Water Quality Professional  
Services Orange County Contract Number: Y23-905

| <b>Photocopies</b>                                         | <b>Units</b> | <b>Rate per Unit</b> |                |
|------------------------------------------------------------|--------------|----------------------|----------------|
| B/W Copies - 8.5" x 11"                                    | copy         | \$0.05               |                |
| B/W Copies - 11" x 17"                                     | copy         | \$0.10               |                |
| Color Copies - 8.5" x 11"                                  | copy         | \$1.00               |                |
| Color Copies - 11" x 17"                                   | copy         | \$2.00               |                |
| <b>Scans</b>                                               | <b>Units</b> | <b>Rate per Unit</b> |                |
| Large Format - 24"x36"                                     | sheet        | \$30.00              |                |
| Large Format - 36" x 48"                                   | sheet        | \$60.00              |                |
| <b>Full Size Plots</b>                                     | <b>Units</b> | <b>Rate per Unit</b> |                |
| Color Plots (up to 48" x 48")                              | sq.ft        | \$7.00               |                |
| B/W Plots (up to 48" x 48")                                | sq. ft       | \$1.00               |                |
| Gator Board (up to 48" x 48")                              | sq. ft       | \$14.00              |                |
| <b>Miscellaneous Reproduction</b>                          | <b>Units</b> | <b>Rate per Unit</b> |                |
| Flash Drive/ USB Drive                                     | each         | \$20.00              |                |
| Cloud Storage of Project Data                              | month        | \$50.00              |                |
| Report Binders up to 1.5"                                  | each         | \$20.00              |                |
| Report Binders 2" - 3"                                     | each         | \$25.00              |                |
| Report Binders 3"-4"                                       | each         | \$30.00              |                |
| <b>Courier and Delivery</b>                                | <b>Units</b> | <b>Rate per Unit</b> |                |
| Delivery within Orange County                              | delivery     | \$25.00              |                |
| Delivery outside of Orange County                          | delivery     | \$50.00              |                |
| <b>Field Expenses (Rates Based on Usage Time)</b>          | <b>Daily</b> | <b>Weekly</b>        | <b>4 Weeks</b> |
| Water Level Meter                                          | \$40.00      | \$75.00              | \$190.00       |
| Continuous Water Level Logger (e.g., In-Situ Troll 700)    | \$130.00     | \$300.00             | \$800.00       |
| Multiparameter Water Quality Meter with Flow Cell          | \$225.00     | \$580.00             | \$1,350.00     |
| Turbidity Meter                                            | \$40.00      | \$110.00             | \$300.00       |
| Consumable Field Sampling Supplies (gloves, tubing, etc)   | \$50.00      | N/A                  | N/A            |
| Manual Tools (shovel, simple hand drill, post holer, etc.) | \$50.00      | N/A                  | N/A            |
| Stormwater Autosampler (ISCO 6712)                         | N/A          | N/A                  | \$600.00       |
| Rain Gage (ISCO)                                           | N/A          | N/A                  | \$325.00       |
| Area Velocity Flow Module (ISCO 750)                       | N/A          | N/A                  | \$325.00       |
| ISCO Bubbler Flow Module (730)                             | N/A          | N/A                  | \$325.00       |
| Hydrologic Flow/ Stage Meter (ISCO 2150)                   | N/A          | N/A                  | \$500.00       |
| Datalogger, Controller (e.g Teledyne Signature)            | N/A          | N/A                  | \$300.00       |
| Deployed Equipment Housing (e.g., for Autosampler)         | N/A          | N/A                  | \$150.00       |
| GPS Unit (e.g., Geode)                                     | \$350.00     | \$800.00             | \$1,850.00     |
| Schonstedt Magnetic Pipe & Cable Locator                   | \$90.00      | \$275.00             | \$700.00       |
| Mobile Data GIS Tablet (e.g., iPad Pro + accessories)      | \$75.00      | \$150.00             | \$300.00       |
| Peristaltic Pump                                           | \$50.00      | \$115.00             | \$300.00       |
| Trash Pump, 2"                                             | \$100.00     | \$350.00             | \$700.00       |
| Generator (battery charging)                               | \$200.00     | \$450.00             | \$1,150.00     |
| Solar Panel 100-200W                                       | N/A          | N/A                  | \$80.00        |
| Battery, Marine (w/charger)                                | \$40.00      | \$90.00              | \$225.00       |
| Hand Auger                                                 | \$30.00      | \$70.00              | \$175.00       |

|                                                           |              |                      |                |
|-----------------------------------------------------------|--------------|----------------------|----------------|
| AMS Split Core Sampler, 2" x 6" or 2" x 12"               | \$50.00      | \$125.00             | \$350.00       |
| Drainage Structure Inventory Tools (manhole key, etc.)    | \$10.00      | \$25.00              | \$60.00        |
| Field truck                                               | \$125.00     | N/A                  | N/A            |
| <b>Field Expenses (Rates Based on Usage Time)</b>         | <b>Daily</b> | <b>Weekly</b>        | <b>4 Weeks</b> |
| Row Boat with Trolling Motor                              | \$125.00     | \$260.00             | \$625.00       |
| Pontoon Boat                                              | \$350.00     | N/A                  | N/A            |
| SCUBA Diving Gear (per person)                            | \$125.00     | N/A                  | N/A            |
| Lake Seepage Meter                                        | N/A          | N/A                  | \$200.00       |
| Passive Flux Meter (Multi-Sample, Multi-Parameter)        | N/A          | N/A                  | \$3,000.00     |
| Pushpoint Pore Water Sampler                              | \$175.00     | \$525.00             | \$1,575.00     |
| Multi-gas Monitor (O2/CO/CO2/PID)                         | \$110.00     | \$260.00             | \$890.00       |
| Tripod Rescue System (tripod and winch)                   | \$200.00     | N/A                  | N/A            |
| Confined Space Blower                                     | \$50.00      | \$140.00             | \$380.00       |
| Full-Body Harness                                         | \$25.00      | N/A                  | N/A            |
| Power Tool Set for Major Equipment Installation           | \$100.00     | \$175.00             | \$275.00       |
| Sontek FlowTracker Handheld ADV                           | \$275.00     | \$715.00             | \$1,550.00     |
| Weather Station (e.g., Davis Pro)                         | \$75.00      | \$200.00             | \$550.00       |
| <b>Field Expenses (Miscellaneous)</b>                     | <b>Units</b> | <b>Rate per Unit</b> |                |
| Field Sampling Filter (0.2/0.45 micron)                   | each         | \$50.00              |                |
| UAV (Drone) with Mounted Camera                           | daily        | \$650.00             |                |
| Mounting Pad (e.g., Hurricane Pad for Deployed Equipment) | each         | \$200.00             |                |
| Sediment Core Sampler                                     | daily        | \$25.00              |                |
| Biobase Habitat Plus, w/ Instrument                       | daily        | \$250.00             |                |



**Quote Number: 67004240 - 2**

**Water - Bacteria**

**TAT: 7\_Days (Business Days)**

| Matrix                        | * | Method      | Test Description | Analyte | Quantity | Unit Price | Extended Price   |
|-------------------------------|---|-------------|------------------|---------|----------|------------|------------------|
| Water                         |   | Colilert-18 | Fecal Coliform   | --      | 1        | \$ 36.00   | \$ 36.00         |
| Water                         |   | 9223B       | E. Coli          | --      | 1        | \$ 36.00   | \$ 36.00         |
| Water                         |   | Enterolert  | Enterococci      | --      | 1        | \$ 36.00   | \$ 36.00         |
| <b>Total Water - Bacteria</b> |   |             |                  |         |          |            | <b>\$ 108.00</b> |

**Water - General Chemistries**

**TAT: 7\_Days (Business Days)**

| Matrix                                   | * | Method        | Test Description              | Analyte  | Quantity | Unit Price | Extended Price   |
|------------------------------------------|---|---------------|-------------------------------|----------|----------|------------|------------------|
| Water                                    |   | SM 5310C      | Total Organic Carbon          | --       | 1        | \$ 40.00   | \$ 40.00         |
| Water                                    |   | 300.0         | Bromide, Chloride and Sulfate | Bromide  | 1        | \$ 21.00   | \$ 21.00         |
|                                          |   |               |                               | Chloride | 1        | \$ 21.00   | \$ 21.00         |
|                                          |   |               |                               | Sulfate  | 1        | \$ 21.00   | \$ 21.00         |
| Water                                    |   | SM 2540D      | Total Suspended Solids        | --       | 1        | \$ 18.00   | \$ 18.00         |
| Water                                    |   | SM 2540C      | Total Dissolved Solids        | --       | 1        | \$ 18.00   | \$ 18.00         |
| Water                                    |   | SM 2320B      | Alkalinity                    | --       | 1        | \$ 21.00   | \$ 21.00         |
| Water                                    |   | SM 2340B      | Hardness as CaCO3             | --       | 1        | \$ 36.00   | \$ 36.00         |
| Water                                    |   | 200.7 Rev 4.4 | Aluminum and Iron             | Aluminum | 1        | \$ 18.00   | \$ 18.00         |
|                                          |   |               |                               | Iron     | 1        | \$ 18.00   | \$ 18.00         |
| <b>Total Water - General Chemistries</b> |   |               |                               |          |          |            | <b>\$ 232.00</b> |

**Water - Additional Chemistries**

**TAT: 7\_Days (Business Days)**

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Date: 5/21/2024

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**Project: Orange County, Isotopes**

**Quote Number: 67004240 - 2**

| Matrix                                      | * | Method     | Test Description     | Analyte | Quantity | Unit Price | Extended Price   |
|---------------------------------------------|---|------------|----------------------|---------|----------|------------|------------------|
| Water                                       |   | 180.1      | Turbidity            | --      | 1        | \$ 24.00   | \$ 24.00         |
| Water                                       |   | SM 10200H  | Chlorophyll-a        | --      | 1        | \$ 75.00   | \$ 75.00         |
| Water                                       |   | 2120B-2011 | Color                | --      | 1        | \$ 21.00   | \$ 21.00         |
| Water                                       |   | 365.1      | Low Level Phosphorus | --      | 1        | \$ 36.00   | \$ 36.00         |
| Water                                       |   | 365.1      | Orthophosphate as P  | --      | 1        | \$ 24.00   | \$ 24.00         |
| <b>Total Water - Additional Chemistries</b> |   |            |                      |         |          |            | <b>\$ 180.00</b> |

**Water - Nitrogen Series**

**TAT: 7\_Days (Business Days)**

| Matrix | * | Method | Test Description                      | Analyte      | Quantity | Unit Price | Extended Price |
|--------|---|--------|---------------------------------------|--------------|----------|------------|----------------|
| Water  |   | 351.2  | Total Kjeldahl Nitrogen as TKN        | --           | 1        | \$ 40.00   | \$ 40.00       |
| Water  |   | 300.0  | Nitrate Nitrogen and Nitrite Nitrogen | Nitrate as N | 1        | \$ 24.00   | \$ 24.00       |
|        |   |        |                                       | Nitrite as N | 1        | \$ 24.00   | \$ 24.00       |

**Water - Nitrogen Series**

**TAT: 7\_Days (Business Days)**

| Matrix                               | * | Method         | Test Description                                      | Analyte | Quantity | Unit Price | Extended Price   |
|--------------------------------------|---|----------------|-------------------------------------------------------|---------|----------|------------|------------------|
| Water                                |   | 300.0          | Nitrate + Nitrite Combined as NOX                     | --      | 1        | \$ 24.00   | \$ 24.00         |
| Water                                |   | 350.1          | Ammonia as N                                          | --      | 1        | \$ 30.00   | \$ 30.00         |
| Water                                |   | Total Nitrogen | Total Nitrogen Calculation (requires NO2+NO3+TKN)     | --      | 1        | \$ 10.00   | \$ 10.00         |
| Water                                |   | Nitrogen,Org   | Total Organic Nitrogen Calculation (Requires TKN-NH3) | --      | 1        | \$ 10.00   | \$ 10.00         |
| <b>Total Water - Nitrogen Series</b> |   |                |                                                       |         |          |            | <b>\$ 162.00</b> |

**Water - "Isotopes"**

**TAT: 15\_Days (Business Days)**

**(to be analyzed by Isotech Laboratories Inc)**

| Matrix                          | * | Method      | Test Description                  | Analyte | Quantity | Unit Price | Extended Price   |
|---------------------------------|---|-------------|-----------------------------------|---------|----------|------------|------------------|
| Water                           | 1 | Subcontract | 15N/14N (d15N) and 18O/16O (d18O) | --      | 1        | \$ 525.00  | \$ 525.00        |
| <b>Total Water - "Isotopes"</b> |   |             |                                   |         |          |            | <b>\$ 525.00</b> |

\* See Footnotes in Detail Section

**\*\*Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.**

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**Quote Number: 67004240 - 2**

### Quote Other Charges

| Description                                                         | Quantity | Unit Price | Extended Price |
|---------------------------------------------------------------------|----------|------------|----------------|
| Safe and Environmentally Responsible Waste Management (per sample)  | 1        | \$ 5.00    | \$ 5.00        |
| Shipping Charges to Isotch Labs - \$45 per sample (Champaign, IL)   | 0        | \$ 25.00   | \$ 0.00        |
| Shipping Charges to Isotope Tracer - \$65 each (Waterloo, Ontario)  | 0        | \$ 50.00   | \$ 0.00        |
| Unit rate - 0.45 Micron In-Line Filter; if needed                   | 0        | \$ 15.00   | \$ 0.00        |
| Minimum Total Invoice per analytical receipt (for details see T&Cs) | 0        | \$ 150.00  | \$ 0.00        |
| <b>Total Other Charge</b>                                           |          |            | <b>\$5.00</b>  |

|                                       |                    |
|---------------------------------------|--------------------|
| <b>Total Other Charges</b>            | <b>\$ 5.00</b>     |
| <b>Total Analysis Charges</b>         | <b>\$ 1,207.00</b> |
| <b>Grand Total for Quote 67004240</b> | <b>\$ 1,212.00</b> |

### PROJECT DETAILS

#### Footnotes

The text for any footnote flags shown on the quote pricing page is shown below:

- (1-L) of sample is required - no preservative

- Must be shipped on ice or frozen

- Hold Time - Ideally, the same day; however, if the samples are kept cold after collection (filtering is a plus) the suggested hold time is 4 weeks.

It is recommended that some samples should be field filtered. This is to help minimize the bacterial reactions that could occur and effect the specific constituent of interest such as nitrates and sulfates. When the sample is field filtered using at least a <0.45 micron filter most of the solid particles and much of the bacteria are removed from the sample. The majority of bacteria in the groundwater adhere to particulate matter, so when you remove most of the particles from the water sample then you are removing most of the bacteria as well. Besides that, a lot of bacteria are actually larger than 0.45 microns so you are also removing microbes that are not adhering to the particles too. So, field filtering enhances the quality of the water sample, especially for analyses involving dissolved nitrate, dissolved sulfate, and DIC. Not all bacteria adhere to particulate matter, some may be free floating and thus it is also important to keep the samples cold from the point of taking the sample in the field to shipping the sample to the laboratory. Thus, both field filtering and keeping the samples cold in the field and during shipment are important for sample integrity.

- The nitrate concentration is ran as a screen at the lab. This process is for the analyst and in house use only; thus, these concentrations are not reported. (NO Additional Cost)

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### Eurofins Southeast Ts&Cs

## Eurofins Environment Testing Southeast Business T&C

### Confidentiality -

This quote has been prepared by Eurofins Environment Testing Southeast (EETSC), solely for the use of the customer to whom it is addressed in evaluating Eurofins Environment Testing Southeast's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins Environment Testing Southeast upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, the submittal of samples will indicate acceptance of this quotation.

### Terms and Conditions -

This quotation is based solely upon Eurofins Environment Testing Southeast's standard product (routine QA/QC, detection limits, deliverables, and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to Eurofins Environment Testing Southeast's Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

Relinquishment of samples constitutes a valid purchase order from the client company to Eurofins Environment Testing Southeast, its affiliates, and subcontractors. It assigns standard terms and conditions of service. Eurofins Environment Testing Southeast standard payment terms are net 30 days upon credit approval if not approved payment upfront will be required. Eurofins Environment Testing Southeast will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Eurofins Environment Testing Southeast.

### SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

### PROJECT SETUP

#### Field Sampling Products -

Eurofins Environment Testing Southeast can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

- VOA sampling devices, preservation kits, ISM supplies, tubing, and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices is not included in the quoted rates for volatile analysis.

#### Core Samplers

- 5-gram Core N' One and EnCore samplers are available at \$15 each (three required per sample).

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- Disposable Core N' One T-Handles are available at \$15 each.
- Eurofins Environment Testing Southeast does not supply EnCore T-Handles.

#### Field Preservation

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

#### • Shipping and coolers

Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.

Eurofins Environment Testing Southeast does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

#### **Courier Services and Sample Pick-Up -**

Courier Services are offered by some Eurofins Environment Testing Southeast facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

#### **Minimum Log-In Charges -**

Eurofins Environment Testing Southeast's minimum charge is **\$150** for a group of samples received together for analysis. Our minimum invoice value is \$150.

These terms will be enforced unless previously negotiated in a contract.

#### **QC Limit Disclaimer -**

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

#### **Turnaround Time -**

- Quoted Turnaround Time - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 4:00 PM will be considered received the next business day.

- Expedited Turnaround Time: Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed-upon delivery date/time and number of samples. Samples received after 4:00 PM will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 4 Business Days TAT = 25%

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- 3 Business Days TAT = 50%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%
- Same Day TAT = 200%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

#### PROJECT DELIVERABLES

Eurofins Environment Testing Southeast will provide two analytical report formats, a final report in PDF format and a standard Eurofins Environment Testing Southeast EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable.

Charges will be based on labor and materials, cost of report generation, and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- Report Format: Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.

- Electronic Data Deliverable Format: Eurofins Environment Testing Southeast has many EDD formats available to our clients including the most widely used commercial formats. Eurofins Environment Testing Southeast offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client-specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$75/hour.

#### PROJECT SPECIFICATIONS

##### Cancellation Fee -

A fee will be charged for the cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

##### Changes in Scope and Work Revisions -

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset, or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project-specific charges at the time a change order is received.

##### Held Samples -

- Held samples not analyzed: Samples submitted on hold will be billed at \$20 per sample, plus any applicable TerraCore/Encore/Specialty kit fees, which will be billed separately, including but not limited to canisters, flow regulators, low-level analysis, etc. If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.

- Extracted/Prepped and Held samples: Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush

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turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.

- **Extended archival of samples:** Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices, or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

These terms will be enforced unless previously negotiated in a contract.

#### **Matrix Spike/Spike Duplication (MS/MSD) Samples -**

When MS/MSDs are not specifically requested, Eurofins Environment Testing Southeast will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client-requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

#### **Multiple Dilutions Analyzed -**

Eurofins Environment Testing Southeast strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. Eurofins Environment Testing

Southeast will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project-specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

#### **Sample Disposal -**

Eurofins Environment Testing Southeast will dispose of non-hazardous samples, sample extracts, and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

#### **Special Sample Handling Fees -**

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures
- Extra disposal costs for unique waste streams
- Foreign Soil Fees

#### **Trip Blanks -**

Eurofins Environment Testing Southeast typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report, and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

#### **ADDITIONAL BUSINESS TERMS AND CONDITIONS**

##### **Environmental Management Fee**

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.



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**Field Parameters -**

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

**Network or Subcontract Labs -**

- Networking: Eurofins Environment Testing Southeast reserves the right to perform the services at any laboratory in the Eurofins Environment Testing Southeast network unless the Client has required a particular location for the work.
- Subcontracting: Eurofins Environment Testing Southeast reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins Environment Testing Southeast's sole judgment, it is reasonably necessary, appropriate, or advisable to do so. Eurofins Environment Testing Southeast will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. Eurofins Environment Testing Southeast will in no way be liable for any subcontracted services (outside the Eurofins Environment Testing Southeast network) except for work performed at laboratories that have been audited and approved by Eurofins Environment Testing Southeast.

**Price Surcharge Due to Sample Volume -**

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request.

**Professional and Administrative Services -**

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with Eurofins Environment Testing Southeast's Professional Rate Schedule.

**Taxes -**

Where reports are issued in or delivered to a state which assesses sales tax on Eurofins Environment Testing Southeast's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with Eurofins Environment Testing Southeast.

rev. 1/3/2022



## FEE QUOTATION PROPOSAL

### **Re: ORANGE COUNTY CONTRACT # Y23-905B - CONTINUING WATER QUALITY PROFESSIONAL SERVICES**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the Contract:

|                            |      |
|----------------------------|------|
| Base Rate                  | 100% |
| Overhead & Fringe Benefits | 120% |
| Subtotal                   | 220% |
| Profit (10%)               | 0.22 |

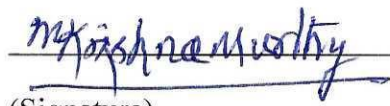
**OVERALL MULTIPLIER**      **2.42**

Individual classification for personnel hourly rates are as follows:

| Classification                    | Basic Hourly Rate | Overall Multiplier | Billable Hourly Rate |
|-----------------------------------|-------------------|--------------------|----------------------|
| Dr. M. Krishnamurthy<br>President | \$70.00           | 2.42               | \$169.40             |

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

M. Krishnamurthy, President  
(Printed name and title)

  
(Signature)

January 17, 2024  
(Date)

**Client:** WSP USA Environment & Infrastructure, Inc  
**Contact:** Craig Duxbury

**Quote ID:** Q2024510.0001  
**Date Quoted:** 05/10/2024

Following is a table detailing the per sample cost based on the objectives for this study.

Sampling Event:

| Qty. | Analysis                                                | Per Sample Cost (USD) | Extended        |
|------|---------------------------------------------------------|-----------------------|-----------------|
| 1    | Water                                                   |                       |                 |
|      | CENSUS-DNA (Human Associated Bacteroidetes--HF183)      | \$330                 |                 |
|      | CENSUS-DNA (Dog Bacteroidetes--DBACT)                   | \$90                  |                 |
|      | CENSUS-DNA (Gull (Catellicoccus sp.)--GULL-CAT)         | \$90                  |                 |
|      | CENSUS-DNA (Ruminant associated Bacteroidetes--Rum2Bac) | \$90                  |                 |
|      | CENSUS-DNA (Ruminant associated Bacteroidetes--BacR)    | \$0                   |                 |
|      | <b>Sub-Total</b>                                        | <b>\$600.00</b>       | <b>\$600.00</b> |
|      | <b>Total of Items</b>                                   |                       | <b>\$600.00</b> |
|      | <b>Total Event Cost (USD):</b>                          |                       | <b>\$600.00</b> |

\*For all CENSUS (qPCR) analysis the 1st target is at the higher price than each additional target thereafter.

Notes:

### Sample Cancellation Policy

We understand that on rare occasions our clients may want to cancel an order or analysis of individual samples. However, because samples are processed promptly upon receipt, the following cancellation surcharges apply. If cancellation is within 24 hours of sample receipt there will be no charge. If cancellation is between 24 hours up to 3 working days, there will be a 50% surcharge to cover our processing to that point. After 3 working days the full charge will apply. There is a \$25/sample processing fee if samples are submitted on hold and are later canceled.

### Sampling Supplies

We will gladly provide upon request at no additional charge the *Bio-Flo filters* (Laboratory Preferred for groundwater if using a pump), poly bottles or Whirl-Pak bags for soil along with instructions, COC forms (w/duplicate copies) and sampling labels for your convenience and quality assurance.

Any sample collection supplies will be shipped FedEx ground unless expedited shipping is requested.

MI does not cover any international shipping charges. For expedited (2nd day or Overnight) or international shipping, we require client's FedEx account number prior to shipping.

It is the client's responsibility to ship samples back to laboratory. MI does not cover any return shipping costs.

### Filtration and Waste Fee

Our lab prefers that water samples be collected using our Bio-Flo filters, which are provided free of charge and can be connected to a low-flow or bladder pump at your site. These filters easily collect and preserve microbial samples as well as decrease the overall shipping costs. We can also process samples collected in 1L polycarbonate bottles, but please note that submitting samples in 1L bottles will incur a \$50 per sample filtration and waste fee.

### Report format and EDD

This quote is for the standard MI report and standard MI EDD (when applicable). Any deviation from the standard report will result in a surcharge.

Requests for a MI Level III data package will entail an additional 15% surcharge. Allow an additional 1 - 2 weeks after the Standard Report is completed for the Level III data package to be sent.

Requests for a MI Level IV data package will entail an additional 25% surcharge. Allow an additional 1 - 2 weeks after the Standard Report is completed for the Level IV data package to be sent.

EDD formats different from the standard MI EDD will entail a 5% surcharge. Please inquire to find out the availability of the EDD being requested.

If you need an example of these formats, please contact an MI representative.

### Payment Terms

Standard Payment terms are Net 30.

If paying via Wire Transfer, please check with your financial institution to determine the fee they will charge you to perform the wire transfer. Please add this fee amount to the balance you owe Microbial Insights, Inc. when initiating payment via wire funds transfer so that your payment to us is not reduced by your bank's outgoing wire fee.



Southern Research Laboratories, Inc.  
Southern Research Laboratories, Inc

| <b>2024 Laboratory Rates</b>                                      |                |                    |
|-------------------------------------------------------------------|----------------|--------------------|
| <b>Client: WSP Orange County Y24-906 Continuing Water Quality</b> |                |                    |
| <b>Laboratory Analysis</b>                                        |                |                    |
| All quotes are based on 7-10 business day turn-around             |                |                    |
| <b>Test Parameters</b>                                            | <b>Aqueous</b> | <b>Non-Aqueous</b> |
| Antimony                                                          | \$15.00        | \$18.00            |
| Arsenic                                                           | \$15.00        | \$18.00            |
| Barium                                                            | \$15.00        | \$18.00            |
| Beryllium                                                         | \$15.00        | \$18.00            |
| Cadmium                                                           | \$15.00        | \$18.00            |
| Chromium                                                          | \$15.00        | \$18.00            |
| Chromium, Hexavalent (24hr Hold time)                             | \$40.00        | NA                 |
| Copper                                                            | \$15.00        | \$18.00            |
| Lead                                                              | \$15.00        | \$18.00            |
| Mercury                                                           | \$35.00        | \$45.00            |
| Mercury Low Level Mercury (Hg), Water (1631)                      | \$125.00       | NA                 |
| Nickel                                                            | \$15.00        | \$18.00            |
| Selenium                                                          | \$15.00        | \$18.00            |
| Silver                                                            | \$15.00        | \$18.00            |
| Thallium                                                          | \$15.00        | \$18.00            |
| Zinc                                                              | \$15.00        | \$18.00            |
| RCRA 8 Metals (As,Ba,Cd,Cr,Pb,Hg,Se,Ag)                           | \$135.00       | \$170.00           |
| Micron Filters (1.0 Micron Groundwater Filter (each)              | \$25.00        | NA                 |
| Volatile Organic Aromatics (VOAs) by GCMS                         | \$55.00        | \$60.00            |
| Volatile Organic Halocarbons (VOHs) by GCMS                       | \$70.00        | \$75.00            |
| VOAs/VOHs by GCMS                                                 | \$90.00        | \$95.00            |
| Volatile Organic Compounds (VOCs) by GCMS                         | \$125.00       | \$130.00           |
| 1,4- Dioxane (Heated purge by 8260 SIM)                           | \$135.00       | NA                 |
| Semi-Volatile Organic Compounds (SVOCs) by GCMS                   | \$325.00       | \$330.00           |
| Polynuclear Aromatic Hydrocarbons (PAH-SIM) by GCMS               | \$110.00       | \$120.00           |
| Total Petroleum Hydrocarbons (TPH)                                | \$85.00        | \$90.00            |
| EDB (1,2-Dibromoethane) (8260SIIM)                                | \$60.00        | \$65.00            |
| Oil and Grease (1664)                                             | \$125.00       | NA                 |
| Organochlorine Pesticides (8081)                                  | \$135.00       | \$140.00           |
| PCBs (8082)                                                       | \$90.00        | \$95.00            |

279 Douglas Ave., Suite 1110  
Altamonte Springs, Florida 32714  
(407) 522-7100

|                                                     |                |                    |
|-----------------------------------------------------|----------------|--------------------|
| Organophosphorus Pesticides (8141)                  | \$170.00       | \$175.00           |
| Chlorophenoxy Herbicides (8151)                     | \$195.00       | \$200.00           |
|                                                     |                |                    |
| <b>Test Parameters</b>                              | <b>Aqueous</b> | <b>Non-Aqueous</b> |
| Alkalinity                                          | \$26.50        | NA                 |
| Ammonia, Nitrogen                                   | \$30.00        | NA                 |
| BOD5 (Short hold Time)                              | \$50.00        | NA                 |
| Chlorophyll-A                                       | \$110.00       | NA                 |
| Chloride                                            | \$25.00        | NA                 |
| COD                                                 | \$35.00        | NA                 |
| Coliform, Fecal (Short hold Time)                   | \$50.00        | NA                 |
| Coliform, Total (Short hold Time)                   | \$50.00        | NA                 |
| Color (Short hold Time)                             | \$25.00        | NA                 |
| Hardness, Total                                     | \$42.00        | NA                 |
| Moisture Content                                    | NA             | \$15.00            |
| Nitrate (NO3) (Short hold Time)                     | \$26.50        | NA                 |
| Nitrite (NO2) (Short hold Time)                     | \$26.50        | NA                 |
| Nitrate/Nitrite (NOX)                               | \$50.00        | NA                 |
| Nitrogen, Total                                     | \$65.00        | \$70.00            |
| Nitrogen, Organic Dissolved                         | \$65.00        | NA                 |
| Organic Content                                     | NA             | • \$40.00          |
| pH (Short hold Time)                                | \$15.00        | \$20.00            |
| Phosphorus, Ortho (OP) (Short hold Time)            | \$30.00        | \$35.00            |
| Phosphorus, Total (TP)                              | \$30.00        | \$35.00            |
| Phosphorus, Total (TP) LOW LEVEL                    | \$37.00        | \$40.00            |
| Total Kjeldahl Nitrogen (TKN)                       | \$35.00        | \$40.00            |
| Total Solids (TS)                                   | NA             | \$25.00            |
| Total Dissolved Solids (TDS)                        | \$25.00        | NA                 |
| Total Suspended Solids/Non-Filterable Residue (TSS) | \$25.00        | NA                 |
| Turbidity (Short hold Time)                         | \$25.00        | NA                 |
| Sediment Bulk Density                               | NA             | \$75.00            |
| Sediment Density                                    | NA             | \$75.00            |
| Sulfate,                                            | \$35.00        | \$40.00            |
| Volatile Solids                                     | NA             | \$30.00            |
| TCLP Extraction (1311)                              | NA             | \$75.00            |
| SPLP Extraction (1312)                              | NA             | \$75.00            |
| SPLP 25g Encore (ZHE SPLP Encore Sampler)           | NA             | \$25.00            |

#### **AIR, Miscellaneous charges**

|                                                                                                                                       |          |         |
|---------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Volatile Organic Aromatics in Air by GCMS w/TLPH (EPA-18) Collected in Tedlar bag (3 day holding time)<br>Preferred No Friday samples | \$112.00 | NA      |
| Extra Tedlar Bags                                                                                                                     | \$15.00  | NA      |
| Environmental Impact Fee (Per work order)                                                                                             | \$15.00  | \$15.00 |
| Sample Disposal Fees (Per sample)                                                                                                     | \$3.00   | \$3.00  |
| Analyte free DI Water per Liter                                                                                                       | \$7.00   | NA      |

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Altamonte Springs, Florida 32714  
(407) 522-7100

|                                                                                                                                                                                                      |         |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|
| Holds OR Cancellations are subject to a \$7.00 fee per sample hold samples ~ not analyzed samples (\$7 per hold) are charged a slight fee to cover time to prepare, to login, costs for labels, etc. | \$7.00  | \$7.00  |
| Courier service (Local, per hour)                                                                                                                                                                    | \$35.00 | \$35.00 |
| Sample preparation (Homogenized) Misc. Matrices                                                                                                                                                      | NA      | \$25.00 |

- **Assuming Organic Content is equivalent to TOC.**

If applicable, Scheduled Rushes are as follows 1 day 200%, 2 day 100% ,3 day 75% ,4 day 50%

Short Hold times (24-48 hold times) should be delivered to the laboratory Monday-Thursday.

Sampling kits are provided, we will deliver locally or ship UPS or Federal Express ground.

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Altamonte Springs, Florida 32714  
(407) 522-7100



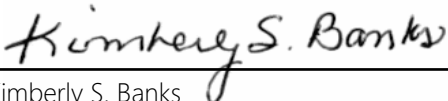
# Analytical Service Quotation

**Contact:** Craig Duxbury  
**Client Name:** WSP USA E&I Inc. - Altamonte Springs FL  
**Address:** 550 Northlake Blvd.  
Altamonte Springs, FL 32701  
**Phone:** (407) 253-5438  
**Project:** Orange County (FL) 5 year Contract

**Printed:** 1/18/2024  
**Effective:** 1/18/2024

| Description                                                                           | Qty | TAT* | Unit Price | Extended Price  |
|---------------------------------------------------------------------------------------|-----|------|------------|-----------------|
| <b>Matrix: Water</b>                                                                  |     |      |            |                 |
| PPCPs - Caffeine by Isotope Dilution LCMSMS EPA 1694M                                 | 1   | 25   | \$325.00   | \$325.00        |
| PPCPs - Sucralose by Isotope Dilution LCMSMS EPA 1694M                                | 1   | 25   | \$325.00   | \$325.00        |
| <b>Additional Items</b> (if requested or applicable, will be charged at listed rates) |     |      |            |                 |
| Return Shipping - Client Responsibility                                               | 1   |      | \$0.00     | \$0.00          |
| <b>Bid Total:</b>                                                                     |     |      |            | <b>\$650.00</b> |

|                 |     |       |
|-----------------|-----|-------|
| <b>Comments</b> |     |       |
| Analyte         | MRL | Units |
| Sucralose       | 20  | ng/l  |
| Caffeine        | 4.0 | ng/l  |

  
\_\_\_\_\_  
Kimberly S. Banks  
Director of Business Development

\* Subject to Capacity

Payment terms are NET 30 days from invoice date. New accounts require payment prior to the release of test results until a credit application has been approved. Weck Laboratories accepts credit card payments (VISA/Master Card, American Express). Credit application/credit card approval form and Weck Laboratories' terms & conditions can be found at [www.wecklabs.com](http://www.wecklabs.com) under Resources. Paperless reports (PDF) are included while mailed paper reports are available at additional cost.

Method Reporting Limits (MRL) and Method Detection Limits (MDL) are based upon specified sample volume or weight. When matrix interferences are apparent, sample amounts may be reduced during the preparation step and/or may be diluted prior to analysis. This is done to reduce analytical interference and instrumental contamination and will result in elevated MRL/MDL on the test report.

Afterhours fees apply to analytical processing that includes but is not limited to test set-up, extractions, digestions, transfers, analyses or readings. Special Courier Services afterhours, weekends, holidays, rush or large item transport are available on a per project quote basis. Field Services (courier or sampling) that are not cancelled 48 hours in advance are subject to charges covering travel and restocking expenses. Changes in analytical project requirements after work is underway in the lab or has been reported that necessitates re-analysis or re-processing of deliverables may incur additional fees.



# Sampling Guide

| Analysis                                  | Method    | Container                                       | Preservation                      | Hold (days) | Amount Needed |
|-------------------------------------------|-----------|-------------------------------------------------|-----------------------------------|-------------|---------------|
| PPCPs - Isotope Dilution LCMSMS           |           |                                                 |                                   |             |               |
| Matrix: Water                             |           |                                                 |                                   |             |               |
| PPCPs - List A by Isotope Dilution LCMSMS | EPA 1694M | 40-mL VOA Amb- NaN <sub>3</sub> (8mg), AA (4mg) | <6°C, Sodium azide, Ascorbic Acid | 21          | 40 mL         |
| PPCPs - List C by Isotope Dilution LCMSMS | EPA 1694M | 40-mL VOA Amb- NaN <sub>3</sub> (8mg), AA (4mg) | <6°C, Sodium azide, Ascorbic Acid | 21          | 40 mL         |



# **EXHIBIT C**

## **TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES**

## **EXHIBIT “C”**

### ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be \$0.56 cents per mile. Local mileage not allowed.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$80.00 per diem or the actual expenses for lodging at a single room rate at a “non-resort” type hotel located in the vicinity of the **COUNTY’S** administrative offices.
5. Meals shall be reimbursed as follows:

|    |           |         |
|----|-----------|---------|
| A. | Breakfast | \$ 6.00 |
| B. | Lunch     | \$11.00 |
| C. | Dinner    | \$19.00 |

Reimbursement for meals shall not apply to local employees of the **CONSULTANT**.

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee’s name, project name, and brief explanation. These should be reconciled to the monthly invoice.

**NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.**

**REV:1/22**



WSP Environment & Infrastructure Solutions, Inc.  
550 Northlake Blvd., Suite 1000  
Altamonte Springs, FL 32701  
T: 407-253-5438  
**www.WSP.com**

August 6, 2024

Hseth Burch, MS, EI, CFM  
Staff Engineer  
City of Ocoee Public Works Department  
301 Maguire Road  
Ocoee, FL 34761

Via Email: [hburch@ocoe.org](mailto:hburch@ocoe.org)

**Re:** Starke Lake / Lake Prima Vista EutroSORB® G Treatment and Lake Plantings  
WSP Project No. 600449.24

Dear Mr. Burch:

WSP Environment & Infrastructure, Inc (WSP) is pleased to provide the following proposal for the Starke Lake / Lake Prima Vista EutroSORB® G Treatment and Lake Plantings Project:

## **INTRODUCTION**

The City has requested WSP provide a proposal for a lake-wide EutroSORB® G application and aquatic vegetation planting project aimed at inactivating sediment phosphorus, reducing algal growth, and improving water clarity within Starke Lake and Lake Prima Vista. This project was the top-ranked alternative proposed in the Starke Lake Assessment. This project is in support of the current Nutrient Reduction Plan (NRP) which the City of Ocoee (City) has developed to address the current nutrient impairments in Starke Lake and Lake Prima Vista. The Starke Lake / Lake Prima Vista NRP has been accepted by the Florida Department of Environmental Protection (FDEP) as an alternative to a State-imposed Total Maximum Daily Load.

Unlike the Lake Prima Vista treatment project, this application project will not involve a preliminary application of aluminum sulfate (alum) to treat the water column so there will not be an immediate increase in water clarity. This will eliminate the potential for fish kills which are a common side effect of alum applications. EutroSORB® G works to reduce release of phosphorus from sediments which results in a gradual improvement in water clarity and reduction in algal growth. Over time,

this will support and stimulate growth of submerged aquatic vegetation which should further improve water quality conditions and provide fish habitat. The City has requested inclusion of beneficial native vegetation plantings to accelerate this process. This proposal includes the first of a three-year treatment program for both Starke Lake and Lake Prima Vista.

EutroSORB®G will provide sediment phosphorus inactivation without decreasing pH or alkalinity (buffering capacity) and does not pose a risk for fish kills often associated with use of alum. EutroPhix is the exclusive distributor of EutroSORB®G in the United States and has a long working relationship with WSP as a sub-contractor for similar lake assessments in Lake Prima Vista, Lake Carlton, and Lake Jesup. EutroPhix is a division of SePRO which performed the Lake Prima Vista treatment application using Phoslock® which resulted in a significant decrease in total phosphorus concentration within Lake Prima Vista. EutroSORB®G is similar to Phoslock® but is more concentrated and requires half as much effort to apply since it requires half the amount of dry product.

EutroSORB®G is a dry bentonite clay granule powder containing lanthanum (10% of product mass) to selectively bind free phosphate ions. EutroSORB®G is not a flocculent so its application has no direct impact on algae or other suspended particles that are abundant in Starke Lake and Lake Prima Vista. This property makes it very selective for preventing the release (flux) of orthophosphate from the sediment which feeds algae. Unlike alum, the selective nature of EutroSORB®G also leaves beneficial zooplankton in the water column where it continues to provide an important role in lake ecology. EutroSORB®G powder is prepared into a slurry by mixing dry product with water in a container and applying the slurry over the water surface. EutroSORB®G will cause an initial cloudy appearance to the water which will settle over time (generally less than 24 hours).

#### **TASK 1 - ATTEND PROJECT KICK-OFF MEETING**

WSP, EutroPhix, and Sea & Shoreline (responsible for plantings) will attend a project kickoff meeting with representatives of the City to review the scope of services, the project implementation plan, and the project schedule.

#### **TASK 2 – EUTROSORB®G APPLICATION AND MONITORING**

WSP will sub-contract with EutroPhix for the whole-lake EutroSORB®G application required for this project (both Starke Lake and Lake Prima Vista). EutroPhix three-year treatment quote is provided in **Attachment 1**. Please note this proposal is only for the first treatment. Additional treatments will require City approvals. Upon authorization from the City project manager, WSP will instruct EutroPhix to mobilize the application operation. One week prior to the EutroSORB®G application, WSP will collect water quality field parameters to include Secchi depth, pH, dissolved oxygen, temperature, specific conductance, and oxidation/reduction potential and surface water samples from Starke Lake and Lake Prima Vista. Water quality samples will be delivered to Southern Research Laboratories for analysis of the following parameters:

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| (1) Total Kjeldahl Nitrogen (TKN) | (2) Total Ammonia Nitrogen (TAN) |
| (3) NOx (nitrite + nitrate)       | (4) Total Nitrogen (TKN+TAN)     |
| (5) Orthophosphate                | (6) Total Phosphorus             |
| (7) Chl-a                         | (8) TSS                          |
| (9) Lanthanum (total)             |                                  |

WSP anticipates EutroPhix will use the public boat ramp at Bill Breeze Park located on North Lakeshore Drive and staging areas adjacent to the ramp as shown in **Figure 1**. Contractors will work with WSP and the City to identify suitable locations for overnight storage of vehicles and trailers. Proposed staging areas for Lake Prima Vista are the same locations used for the previous Lake Prima Vista treatment project. The City will provide traffic and pedestrian control if necessary.

The Starke Lake and Lake Prima Vista EutroSORB®G whole-lake application will require 58,638 pounds of product applied over approximately 5 days. WSP will perform a second round of water quality sampling including the parameters described above one day following application.

WSP will collect a third set of field parameters and surface water quality samples for analyses as described above within one week following the completion of EutroSORB®G application.

### **TASK 3 – SUBMERGED AQUATIC VEGETATION PLANTING AND MONITORING**

Water clarity is expected to increase gradually following EutroSORB®G treatment. Increased water clarity should provide better conditions for growth of submerged aquatic plants and, unfortunately, increases the potential for growth of nuisance vegetation including hydrilla. While some natural recruitment of native vegetation is expected, supplementing regrowth of beneficial vegetation can be assisted with plantings. Planting of beneficial native vegetation will help to stabilize lake sediments, provide habitat for sportfish, enhance ecological diversity, and limits the area available to nuisance vegetation like hydrilla.

Plantings should be completed several months following the EutroSORB®G application to allow water quality improvements to take effect. The planting schedule will be determined based on discussions between WSP, Sea & Shoreline and the City. Approximately four acres of plantings will be permitted and completed by Sea & Shoreline within the general areas shown in **Figure 2** (pending field verification) and according to the plan provided in **Attachment 2**. These areas were selected based on the City's riparian property ownership and are assumed to have limited existing vegetation coverage. Actual conditions at the time of planting may necessitate relocation of the planting areas. Any change to planting areas will be coordinated with the City Project Manager. Planting time will require approximately one month. Sea & Shoreline will provide monitoring for 36 months following the initial plant acclimation period as stated in **Attachment 2**. All vegetation monitoring reports completed after 30 days following plantings will be submitted directly by Sea & Shoreline to the City Project Manager with a copy transmitted to WSP.

#### **TASK 4 – PERMITTING, PROJECT MANAGEMENT, AND REPORTING**

As a result of the latest Federal action to reassign FDEP's responsibility for 404 Dredge & Fill permitting to the United States Army Corps of Engineers (USACE), there is uncertainty regarding which agency will provide the permit or if the project is exempt from permitting since it will not occur over sovereign submerged lands. WSP will request a pre-application meeting with both USACE and FDEP to discuss the issue. If required, WSP will work with the City to submit appropriate permit applications. In addition, WSP understands that this project will require an individual Environmental Resource Permit (ERP) from FDEP. A similar ERP was obtained for Lake Prima Vista. WSP will assist the City with submittal of an ERP application and follow-up with FDEP. The permit applications will include a request for the proposed treatment as well as two subsequent treatments over three years (pending approval by City Council).

Permits/exemptions for aquatic plantings will be obtained by Sea & Shoreline. WSP will provide oversight during the permitting process.

WSP will provide project management and contractor coordination during all phases of the EutroSORB®G application operations which will consist of a monthly status memo and routine phone calls and/or emails describing progress. WSP will provide a final report summarizing the treatment and planting operations (up to one month after plantings) and the pre and post water quality conditions based on the three sets of water quality data described in **Task 2**.

#### **SCHEDULE, DELIVERABLE, & BUDGET**

WSP can commence work on the above scope of services immediately upon receipt of a purchase order. The application start date will be determined once WSP receives an ERP and Dredge & Fill permit/exemption, but it is anticipated that mobilization will begin within two weeks following receipt of the ERP and Dredge & Fill permit/exemption, weather permitting. Product application is expected to be complete within one month of mobilization. The final water quality sample will be collected within one week of the end EutroSORB®G application. WSP will submit the final report within one month following receipt of water quality sample report and completion of the 30-day post-planting monitoring event.

Deliverables will consist of weekly progress report memos and a final summary report memo which will include all water quality analytical reports.

The total time and materials budget for this project is not to exceed **\$499,518.52**. The attached budget detail includes rates from WSP's current Orange County Water Quality Monitoring Professional Services contract Y23-905C. The project will be invoiced monthly. WSP will not exceed the proposed total budget without advance approval from the City. This proposal is valid for 60 days.

Sincerely,

**WSP Environment & Infrastructure Solutions, Inc.**



Lance Lumbard  
Assistant Vice President /  
Water Quality Management Lead



Crissy Mehle, PE, CFM, ENV SP  
Vice President, Florida Water Lead

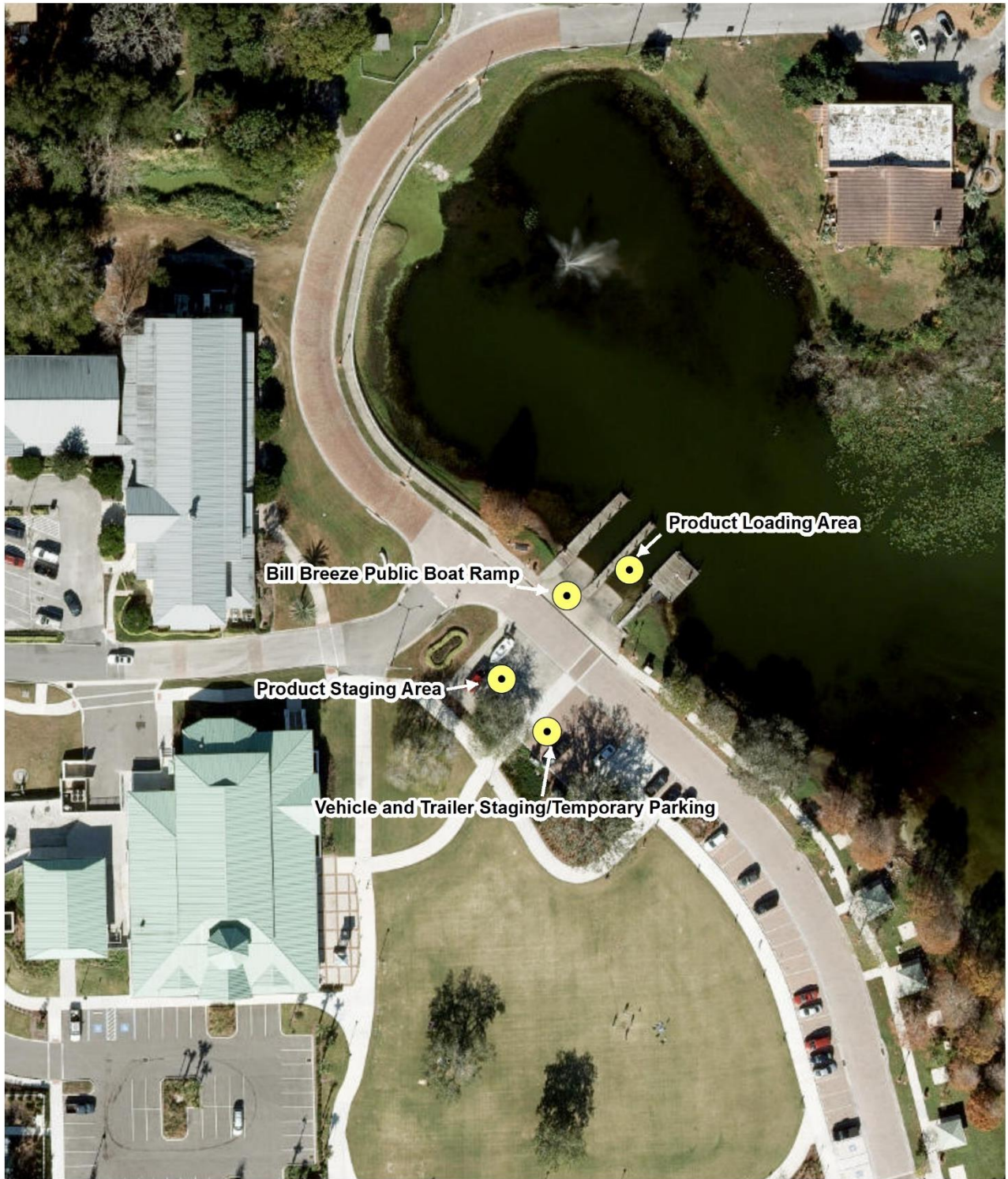
LL/CM:spp

Attachments

1 Eutrophix Quotation

2 Sea and Shoreline Quotation

3 Southern Research Laboratory Quotation



Path: C:\Users\USLL717123\WSP 0365\WDS-Orlando Water - Documents\Starke and Prima Eutrosorb Treatment\GIS\Fig1 Staging Areas.mxd





## Budget

[illegible]



EutroPHIX  
11550 N. Meridian Street, Suite 600  
Carmel, Indiana 46032-4565  
(317) 580-8282

**Quote**

Document Date:  
March 25, 2024

**Effective For:**

**WSP**

**Starke Lake and Lake Prima Vista, Florida**

**Pricing Valid:**

**March 25, 2024 - September 30, 2024**

The above WSP  
proposal is for Year 1  
amount only

| Item              | Year 1     | Year 2     | Year 3     | Total      |
|-------------------|------------|------------|------------|------------|
| Materials (\$)    | \$ 193,506 | \$ 199,311 | \$ 205,290 | \$ 598,107 |
| Application (\$)  | \$ 35,460  | \$ 36,525  | \$ 37,650  | \$ 109,635 |
| Monitoring (\$)   | \$ 12,430  | \$ 6,215   | \$ 6,215   | \$ 24,860  |
| Subtotal (\$)     | \$ 241,396 | \$ 242,051 | \$ 249,155 |            |
| 3-Year Total (\$) | \$         |            |            | 732,602    |

**\*prices exclude any applicable taxes, assuming tax exempt**

**Terms:** Due Net 60 Days

**Ordering Procedure:** Provide written communication of items, order date, shipping address, and billing address.

**To accept this proposal please sign and date:**

**Please contact Pamela Dugan for any questions:**

Phone: (317) 495-5657  
E-mail: [pamelad@eutrophix.com](mailto:pamelad@eutrophix.com)

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FOR REPRODUCTION  
OR DISTRIBUTION**



May 31, 2024

Lance Lumbard MS, MBA, CLP  
Assistant Vice President / Water Quality Management Lead  
Robert Sheridan  
Consulting Environmental Scientist  
WSP Environmental Consulting  
Lance.Lumbard@wsp.com  
Robert.Sheridan@wsp.com

**RE: City of Ocoee – Starke Lake Planting Plan Scope of Work and Estimate**

Lance and Robert,

Thank you for providing Sea & Shoreline the opportunity to provide a scope of work and cost estimate for submerged aquatic vegetation (SAV) planting as part of the City of Ocoee's Starke Lake Restoration efforts. The following plan is designed to restore two native Florida macrophytes, Illinois Pondweed (*Potamogeton illinoensis*) and Tape grass (*Vallisneria americana*), to Starke Lake following sediment nutrient inactivation efforts. If you have any questions regarding the proposal, please do not hesitate to reach out.

Sincerely,

*Heather Herold*

Heather Herold  
Chief Sales & Marketing Officer/Government Affairs Director  
heather@seaandshoreline.com  
(321) 626-6760

## **Scope of Work**

### **Scope of Services**

1. *Cultivation of SAV Planting Units*
2. *Mobilization*
3. *Installation of SAV Planting Units*
4. *Monitoring*

### **Description of Services**

1. ***Cultivation of SAV Planting Units*** – Native Illinois Pondweed and Tape grass will be harvested from Sea & Shorelines FDACS Certified Aquaculture Facility located in Ruskin, FL. Harvested plants will be washed of any epiphytic flora and fauna and will be packaged into four-inch peat pot planting units for both individual species. Once packaged, planting units will be given 30 - 60 days to grow out, become pre-rooted, and acclimated to conditions similar to Starke Lake. Once the grow out period is complete, Tape grass planting units will contain at least five individual shoots and blade lengths of at least four inches. Illinois Pondweed planting units will contain at least four individual shoots and blade lengths of at least six inches. A total of 5,000 planting units (2,500 Tape grass and 2,500 Illinois Pondweed) will be produced per acre.
2. ***Mobilization*** – Prior to transport, planting units will be inspected by Sea & Shoreline's nursery manager and will be loaded into baskets for transport. Baskets of planting units will then be loaded into an enclosed trailer and a towel damp with fresh water will be placed over top of them to ensure plants receive enough moisture during transport to avoid mortality. Loaded planting units will be hauled directly from Sea & Shoreline's aquaculture facility to a pre-determined staging site located adjacent to the project area. Immediately upon arrival, planting units will be unloaded and staged in-water at the proposed planting area(s) until installation.
3. ***Installation of SAV Planting Units*** – Planting units will be installed throughout the proposed planting area(s) by hand by a team of biologists and aquatic technicians with experience in SAV planting. Planting will be performed using a mask, snorkel, and small hand trowel to ensure planting units are installed to a proper depth. Planting units will be installed on an average of three-foot centers with minor adjustments being made if sections of lake bottom are determined to be unsuitable for plant growth, or if underwater hazards are identified. Planting units will be installed to a maximum depth of -3 ft. to ensure adequate sunlight is available to support plant growth. It is recommended that each planting site receives an average of 5,000 planting units per acre. The total number of planting units and planting unit species at each area is expected to be as follows:

P.O. Box 783549, Winter Garden, FL 34778 | [seaandshoreline.com](http://seaandshoreline.com) | 888-464-6991

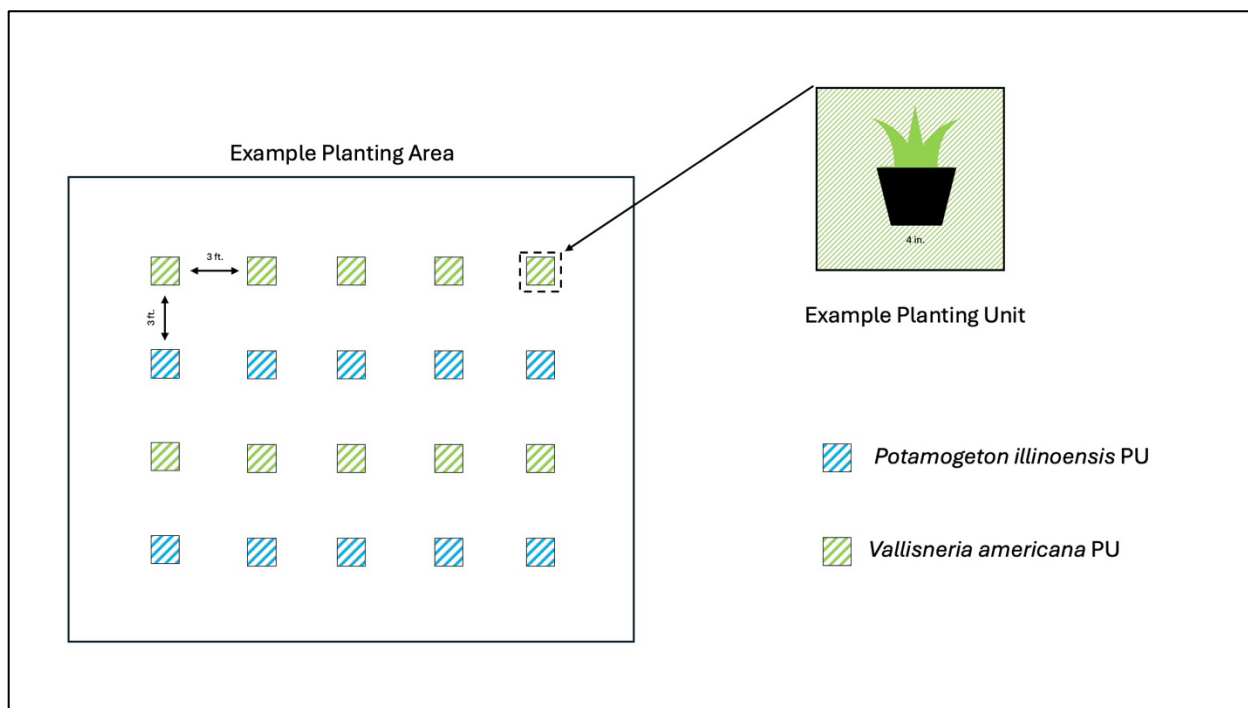
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Patented Aquatic Restoration Solutions Validated by Science



| Planting Site | Size (acres) | V. americana PU | P. illinoensis PU | Total PU      |
|---------------|--------------|-----------------|-------------------|---------------|
| Site 1        | 0.89         | 4,450           | 0                 | 4,450         |
| Site 2        | 3.07         | 7,675           | 7,675             | 15,350        |
| <b>Total</b>  | <b>3.96</b>  | <b>12,125</b>   | <b>7,675</b>      | <b>19,800</b> |

Figure 1 provides a proposed planting diagram:



4. **Monitoring** – A monitoring program will be implemented to document the success of the project, and to allow for adaptive management strategies to be created and discussed if desired results are not achieved. During each monitoring event, planting unit survival and spread will be assessed at haphazardly selected sample stations. At each sample station, a biologist will note the presence or absence of planting units, estimate species percent cover, collect short-shoot count, and mean canopy height within a 0.25 m<sup>2</sup> quadrat. The results of each monitoring event will be documented in monitoring reports that can be used to assess the success of planting efforts and for regulatory compliance. Monitoring events will take place at one-month post installation, and subsequently at the beginning and end of SAV growing season (June & October) for a period of three years.

### Cost Estimate

| Task         | Task Description                   | Units  | Cost per Unit | Cost                 |
|--------------|------------------------------------|--------|---------------|----------------------|
| 1            | Cultivation of SAV Planting Units  |        |               |                      |
|              | <i>Vallisneria americana</i> PU    | 12,125 | \$ 5.50       | \$ 66,687.50         |
|              | <i>Potamogeton illinoensis</i> PU  | 7,675  | \$ 5.50       | \$ 42,212.50         |
| 2            | Mobilization                       | 1      | \$ 6,800.00   | \$ 6,800.00          |
| 3            | Installation of SAV Planting Units | 19,800 | \$ 1.75       | \$ 34,650.00         |
| 4            | Monitoring                         | 7      | \$ 2,100.00   | \$ 14,700.00         |
|              |                                    |        |               |                      |
| <b>Total</b> |                                    |        |               | <b>\$ 165,050.00</b> |

### Project Timeline

| Month                | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 18 | 24 | 30 | 36 |
|----------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|
| Cultivation of SAV   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Mobilization         |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Installation of SAV  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| One Month Monitoring |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Year 1 Monitoring    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Year 2 Monitoring    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |
| Year 3 Monitoring    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |

ESTIMATE

SOUTHERN RESEARCH LABS, INC.  
279 Douglas Ave., Suite 1110  
Altamonte Springs, FL 32714

sherri.payne@srlab.com  
+1 (407) 522-7100

WSP USA E&I

**Bill to**  
Mr. Lance Lumbard  
WSP USA E&I  
550 Northlake Blvd., Suite 1000  
FL.  
Altamonte Springs, FL 32701

**Ship to**  
Mr. Lance Lumbard  
WSP USA E&I  
Wood Env & Infrastructure Solutions, Inc.  
110-5 Sanctuary Parkway Suite 300  
Alpharetta, GA 30004  
ATTN: A/P Department

**Estimate details**  
Estimate no.: 1515  
Estimate date: 06/13/2024  
Expiration date: 12/13/2024

Contact: Lance Lumbard  
Project Name: OC Starke Lake

| #   | Product or service           | Description                                             | Qty | Rate     | Amount   |
|-----|------------------------------|---------------------------------------------------------|-----|----------|----------|
| 1.  | TKN, Water                   | Total Kjeldahl Nitrogen, Water (351.2)                  | 6   | \$35.00  | \$210.00 |
| 2.  | NO3/NO2 (NOX)                | SM 4500NO3 H-201 (Nitrite+Nitrate) NOX                  | 6   | \$50.00  | \$300.00 |
| 3.  | Ortho Phosphate, Water 365.1 | Ortho Phosphate (365.1)                                 | 6   | \$30.00  | \$180.00 |
| 4.  | Chlorophyll A                | Chlorophyll A (SM 10200H) (corrected)                   | 6   | \$110.00 | \$660.00 |
| 5.  | Lanthanum, Water             | Lanthanum (La), Water                                   | 6   | \$18.00  | \$108.00 |
| 6.  | Ammonia, Water               | Nitrogen, Ammonia (350.1)                               | 6   | \$30.00  | \$180.00 |
| 7.  | Nitrogen, Total              | Nitrogen, Total (TKN+NOX) Calculation                   | 6   | \$0.00   | \$0.00   |
| 8.  | Phosphorus LL, Total, Water  | Phosphorus, Total (365.4) Low-Level                     | 6   | \$37.00  | \$222.00 |
| 9.  | TSS                          | Total Suspended Solids/Non-Filterable Residue (SM2540D) | 6   | \$25.00  | \$150.00 |
| 10. | Environmental Impact Fee     | Environmental Impact Fee (Per work order)               | 1   | \$15.00  | \$15.00  |
| 11. | Disposal Fees                | Sample Disposal Fees (Per sample)                       | 6   | \$3.00   | \$18.00  |





550 Northlake Boulevard  
Suite 1000  
Altamonte Springs, FL 32701

[wsp.com](http://wsp.com)

September 19, 2024

Hseth Burch, MS, EI, CFM  
City Engineer  
City of Ocoee  
Public Works Department  
301 Maguire Road  
Ocoee, FL 34761

Via Email: [hburch@ocoe.org](mailto:hburch@ocoe.org)

RE: City of Ocoee Lake Prima Vista Monitoring Yr 1  
WSP Project No.: US-EI-600449.23

Dear Mr. Burch,

WSP USA Environment & Infrastructure Inc. (WSP) is pleased to provide the following proposal for Lake Prima Vista Monitoring Year One.

## INTRODUCTION

The City of Ocoee (City) has requested WSP to assist in additional monitoring as required by the 4e Nutrient Reduction Plan (NRP) for Lake Prima Vista. The NRP was developed as an alternative to a Total Maximum Daily Load (TMDL) for the lake by the Florida Department of Environmental Protection (FDEP). This proposal covers the fifth year of data collection and reporting.

## TASK 1 - ATTEND PROJECT KICK-OFF MEETING

WSP representatives will attend a project start-up meeting with representatives of the City to discuss overall project objectives, scope of services, and project schedule.

## TASK 2 - LAKE PRIMA VISTA MONITORING

WSP will collect water samples once per month for up to twelve months, from one location in Lake Prima Vista and one location in Starke Lake. Samples will be collected from 0.5 m in depth, in the same location as in Years 1 through 4 (the deepest area of the lake) and the same location as the surface water sample from the Starke Lake Assessment completed by WSP. Water samples will be delivered to Southern Research Laboratories (SRL) for following analyses:

- |                                         |                     |
|-----------------------------------------|---------------------|
| (1) Total Kjeldahl Nitrogen (TKN)       | (7) Chl-a           |
| (2) Total Ammonia Nitrogen (TAN)        | (8) TSS             |
| (3) NO <sub>x</sub> (nitrite + nitrate) | (9) Alkalinity      |
| (4) Total Nitrogen (TKN+TAN)            | (10) Turbidity      |
| (5) Orthophosphate                      | (11) Color          |
| (6) Total Phosphorus                    | (12) <i>E. coli</i> |

A total of 24 surface water sample sets will be collected (2 locations x 12 monthly collection events). Secchi depth measurements will also be collected at the same time of water quality sampling. A multimeter will be used to conduct depth profile measurements pH, specific conductance, temperature, and dissolved oxygen (% saturation and concentration) every one-half meter.

### TASK 3 - REPORTING

WSP will prepare a summary technical memo to include a review of the period of record data collected from Lake Prima Vista as well as Starke Lake and a discussion relative to the Year 5 data for Lake Prima Vista and the year of monitoring for Starke Lake. WSP will include all field reports and laboratory reports as part of the technical memo.

### SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of the attached "Acceptance Agreement" followed up by an approved purchase order.

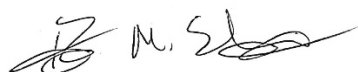
The deliverable will include various documents as described above as well as periodic data and summary data reports following completion of the 12-month data collection period.

The total **Time and Materials** budget for this project is for an amount not to exceed **\$70,183.92**. The project will be invoiced monthly basis. WSP will not exceed the proposed total budget without advance approval from the City.

We look forward to continuing to work with the City of Ocoee. We pledge to provide our services in the exemplary fashion that the City has come to expect from WSP. This proposal is valid for a period of 60 days. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

**WSP USA Environment & Infrastructure Inc.**



Robert M. Sheridan, HT  
Consultant Environmental Scientist  
Flux Laboratory Manager

RMS/spp

#### Attachments

- ▶ A - Budget Sheet
- ▶ B - Southern Research Laboratories Quote

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# ATTACHMENTS

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# **ATTACHMENT A**

## Budget Sheet

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Project Name: City of Ocoee Lake Prima Vista Monitoring

6/11/2024

Contract Y23-905-MB

Firm Name: WSP Project # 600449.23

| Task Number and Name                      | Task 1 - Kickoff            | Task 2 -- Lake Prima Vista Monitoring | Task 3 --Reporting          | Total                       |
|-------------------------------------------|-----------------------------|---------------------------------------|-----------------------------|-----------------------------|
| <b>Labor Cost:</b>                        |                             |                                       |                             |                             |
| <b>Title</b> <b>Hourly Rate</b>           | <b># hours</b> <b>Total</b> | <b># hours</b> <b>Total</b>           | <b># hours</b> <b>Total</b> | <b># hours</b> <b>Total</b> |
| Senior Project Manager \$235.25           | 2 \$470.50                  | 4 \$941.00                            | 8 \$1,882.00                | 14 \$3,293.50               |
| Project Manager \$175.62                  | 2 \$351.24                  | 12 \$2,107.44                         | 24 \$4,214.88               | 38 \$6,673.56               |
| Senior Environmental Scientist \$164.53   | \$0.00                      | 8 \$1,316.24                          | 24 \$3,948.72               | 32 \$5,264.96               |
| Environmental Scientist \$120.89          | \$0.00                      | 96 \$11,605.44                        | 60 \$7,253.40               | 156 \$18,858.84             |
| Junior Enviornmental Scientist \$88.85    | \$0.00                      | 96 \$8,529.60                         | 48 \$4,264.80               | 144 \$12,794.40             |
| Project Coordinator \$82.71               | 4 \$330.84                  | 18 \$1,488.78                         | 12 \$992.52                 | 34 \$2,812.14               |
| Project Accountant \$96.09                | 2 \$192.18                  | 18 \$1,729.62                         | 8 \$768.72                  | 28 \$2,690.52               |
| Labor. Task Total                         | 10 \$1,344.76               | 252 \$27,718.12                       | 184 \$23,325.04             | 446 \$52,387.92             |
| <b>In House Usage:</b>                    |                             |                                       |                             |                             |
| <b>Item Description</b> <b>Unit Price</b> | <b>Qty</b> <b>Total</b>     | <b>Qty</b> <b>Total</b>               | <b>Qty</b> <b>Total</b>     | <b>Qty</b> <b>Total</b>     |
| YSI \$156.00                              |                             | 12 \$1,872.00                         |                             | 12 \$1,872.00               |
| Cartridge Filters (0.45 um) \$40.00       |                             | 24 \$960.00                           |                             | 24 \$960.00                 |
| Jon boat 16" motor and trailer \$300.00   |                             | 12 \$3,600.00                         |                             | 12 \$3,600.00               |
| Peristaltic Pump \$60.00                  |                             | 12 \$720.00                           |                             | 12 \$720.00                 |
| In-House. Task                            | \$0.00                      | \$7,152.00                            | \$0.00                      | \$7,152.00                  |
| <b>Subcontractor Cost (a):</b>            |                             |                                       |                             |                             |
| <b>Subcontractor Name</b>                 | <b>Total</b>                | <b>Total</b>                          | <b>Total</b>                | <b>Total</b>                |
| SRL                                       |                             | \$10,644.00                           |                             | \$10,644.00                 |
| Subcontractors                            | \$0.00                      | \$10,644.00                           | \$0.00                      | \$10,644.00                 |
| <b>Total Task Cost</b>                    | <b>\$1,344.76</b>           | <b>\$45,514.12</b>                    | <b>\$23,325.04</b>          | <b>\$70,183.92</b>          |

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# **ATTACHMENT B**

## Southern Research Laboratories Quote

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ESTIMATE

SOUTHERN RESEARCH LABS, INC.  
279 Douglas Ave., Suite 1110  
Altamonte Springs, FL 32714

sherri.payne@srlab.com  
+1 (407) 522-7100

WSP USA E&I

**Bill to**  
Mr. Lance Lumbard  
WSP USA E&I  
550 Northlake Blvd., Suite 1000  
Altamonte Springs, FL 32701

**Ship to**  
Mr. Lance Lumbard  
WSP USA E&I  
550 Northlake Blvd., Suite 1000  
Altamonte Springs, FL 32701

**Estimate details**  
Estimate no.: 1339-1  
Estimate date: 05/07/2024

Contact: Lance Lumbard/Robert Sheridan  
Project Name: City of Ocoee-Prima Vista

| #   | Product or service           | Description                                             | Qty | Rate     | Amount     |
|-----|------------------------------|---------------------------------------------------------|-----|----------|------------|
| 1.  | TKN, Water                   | Total Kjeldahl Nitrogen, Water (351.2)                  | 24  | \$35.00  | \$840.00   |
| 2.  | NO3/NO2 (NOX)                | SM 4500NO3 H-201                                        | 24  | \$50.00  | \$1,200.00 |
| 3.  | Ammonia, Water               | Nitrogen, Ammonia (350.1)                               | 24  | \$30.00  | \$720.00   |
| 4.  | Nitrogen, Total              | Nitrogen, Total (Calculation Only)                      | 24  | \$0.00   | \$0.00     |
| 5.  | Phosphorus LL, Total, Water  | Phosphorus, Total (365.4) Low-Level                     | 24  | \$37.00  | \$888.00   |
| 6.  | Ortho Phosphate, Water 365.1 | Ortho Phosphate (365.1)                                 | 24  | \$30.00  | \$720.00   |
| 7.  | TSS                          | Total Suspended Solids/Non-Filterable Residue (SM2540D) | 24  | \$25.00  | \$600.00   |
| 8.  | Alkalinity                   | Alkalinity, Total (CaCO3) (310.2)                       | 24  | \$26.50  | \$636.00   |
| 9.  | Color                        | Color (SM2120B) Apparent Color                          | 24  | \$25.00  | \$600.00   |
| 10. | Turbidity                    | Turbidity 180.1                                         | 24  | \$25.00  | \$600.00   |
| 11. | Coliform, Fecal / E. Coli    | Coliform, Fecal / E. Coli (Escherichia coli (SM9223B)   | 24  | \$50.00  | \$1,200.00 |
| 12. | Chlorophyll A                | Chlorophyll A (SM 10200H)                               | 24  | \$110.00 | \$2,640.00 |

Total

\$10,644.00



550 Northlake Boulevard  
Suite 1000  
Altamonte Springs, FL 32701  
[wsp.com](http://wsp.com)

September 19, 2024

Hsesh Burch, MS, EI, CFM  
Staff Engineer  
City of Ocoee  
Public Works Department  
301 Maguire Road  
Ocoee, FL 34761

Via email: [HBurch@ocoee.org](mailto:HBurch@ocoee.org)

**RE:** City of Ocoee NPDES Monitoring Yr 1  
WSP Project No. US-EI-600449.22

Dear Mr. Burch,

WSP Environment & Infrastructure USA, Inc. (WSP) is pleased to provide the following proposal for City of Ocoee NPDES Monitoring Yr 1.

## **INTRODUCTION**

The City of Ocoee is required to monitor major stormwater outfalls within its jurisdiction to maintain compliance with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The City requested WSP to assist with the required monitoring. As part of the City's 2024-2025 NPDES monitoring program, WSP will continue monthly flow measurements and water quality sampling collection at stations OMO-001, OMO-002, OMO-003LOTT, and OMO-003MF as shown in Figure 1. WSP will continue to collect stormwater event samples from the station OMO-002 as the regional stormwater park has been completed.

## **TASK 1 - ATTEND PROJECT KICK-OFF MEETING**

WSP representatives will attend a project kick-off meeting with representatives of the City to discuss the overall project objectives, scope of services, and project schedule. Additional monitoring locations will be discussed and identified during this meeting and a determination will be made regarding the location of the autosampler.



## TASK 2 - NPDES MONITORING

- a. Surface Flow and Water Quality - WSP will collect surface water grab samples every month for up to twelve months, from up to four selected locations. Water samples will be delivered to SRL for the following analyses:

|     |                                     |      |                |
|-----|-------------------------------------|------|----------------|
| (1) | Total Kjeldahl Nitrogen (TKN)       | (7)  | Chl-a          |
| (2) | Total Ammonia Nitrogen (TAN)        | (8)  | TSS            |
| (3) | NO <sub>x</sub> (nitrite + nitrate) | (9)  | Alkalinity     |
| (4) | Total Nitrogen (TKN+TAN)            | (10) | Turbidity      |
| (5) | Orthophosphate                      | (11) | Color          |
| (6) | Total Phosphorus                    | (12) | <i>E. coli</i> |

A total of 48 surface water sample sets will be collected (4 locations x 12 monthly collection events). Flow will be measured at each collection location during each sample event. Using a multimeter, water quality parameters will also be collected during at each location and will include pH, specific conductance, temperature, and dissolved oxygen (% saturation and concentration).

- b. Stormwater Quality – WSP will use an autosampler to collect and characterize flow-weighted stormwater samples at the specified location. The stormwater autosampler will be programmed to collect flow-weighted samples following rain events not less than 0.25 inches for a total of eight rain events (four in wet season and four in dry season, if possible).

A total of eight samples will be analyzed for the same parameters as surface water quality above. Samples will be transported to and analyzed by SRL.

## TASK 3 - REPORTING

It is anticipated that a final report will be compiled for the NPDES outfall monitoring occurring between July 2023 and June 2024. The exact format of these reports will depend on discussions with FDEP and the City. Data collected between July 2024 and January 2025 will be included with the subsequent NPDES report. The report will include a summary of the data and an analysis of the findings.

## SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of the signed attached “Acceptance Agreement” followed up by an approved purchase order.

The deliverable will include various documents as described above as well as periodic data and summary data reports following the completion of the 12-month data collection period.

The total budget for this project is estimated not to exceed **\$86,718.42**. The project will be invoiced monthly on a time and materials basis. WSP will not exceed the proposed total budget without advance approval from the City.

We look forward to continuing to work with the City of Ocoee. We pledge to provide our services in the exemplary fashion that the City has come to expect from WSP. This proposal is valid for a period of 60 days.



If you have any questions or require any additional information, please do not hesitate to contact us.

## CLOSING

The attached budget summary includes WSP's current hourly rates provided to Orange County under Contract Y23-905-C.

We look forward to continuing our work with the County on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

**WSP USA Environment & Infrastructure Inc.**

A handwritten signature in blue ink, appearing to read 'Lance M. Lumbard'.

Lance Lumbard, MS, MBA, CLP  
Assistant Vice President /  
Water Quality Management Lead

A handwritten signature in blue ink, appearing to read 'Christine Mehle'.

Christine Mehle, PE, CFM, ENV SP  
Vice President, Florida Water Lead

LL/CM/spp

## Attachments:

- ▶ A - Figure 1 – NPDES Locations
- ▶ B - Budget
- ▶ C - Southern Research Laboratories Quote

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# ATTACHMENTS

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# **ATTACHMENT A**

## Figure 1 – NPDES Locations

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**Notes:**

- 1- Project No.:600449X20
- 2- Data Source - ESRI StreetMap  
SJRWMD, WSP
- 3- This map is intended to be  
used for planning purposes  
only. It is not a survey.

Date: 12/2/2022  
Revised:RMS  
Checked By:LL

**Legend**



▲ Sampling Locations

0 2,200 4,400 6,600  
Feet



**Figure 1**  
**Ocoee NPDES**  
**Sampling Locations**  
**Orange County, Florida**



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# **ATTACHMENT B**

## Budget

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Page 129 of 236

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# **ATTACHMENT C**

## Southern Research Laboratories Quote

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ESTIMATE

SOUTHERN RESEARCH LABS, INC.279 Douglas Ave., Suite 1110Altamonte Springs, FL 32714

sherri.payne@srlab.com+1 (407) 522-7100

WSP USA E&I:City of Ocoee NPDES Monitoring Y4

**Bill to**  
Mr. Lance Lumbard  
WSP USA E&I  
550 Northlake Blvd., Suite 1000  
Altamonte Springs, FL 32701

**Ship to**  
Mr. Lance Lumbard  
WSP USA E&I  
550 Northlake Blvd., Suite 1000  
Altamonte Springs, FL 32701

**Estimate details**  
Estimate no.: 1465  
Estimate date: 05/07/2024  
Expiration date: 11/17/2024

Contact: Lance Lumbard/Robert Sheridan  
Project Name: City of Ocoee NPDES Mon  
Y4

| #   | Product or service           | Description                                                                | Qty | Rate    | Amount     |
|-----|------------------------------|----------------------------------------------------------------------------|-----|---------|------------|
| 1.  | TKN, Water                   | Total Kjeldahl Nitrogen, Water (351.2)                                     | 56  | \$35.00 | \$1,960.00 |
| 2.  | NO3/NO2 (NOX)                | SM 4500NO3 H-201 (N02/N03) NOX                                             | 56  | \$50.00 | \$2,800.00 |
| 3.  | Ammonia, Water               | Nitrogen, Ammonia (350.1)                                                  | 56  | \$30.00 | \$1,680.00 |
| 4.  | Nitrogen, Total              | Nitrogen, Total (calculation only)                                         | 56  | \$0.00  | \$0.00     |
| 5.  | Phosphorus LL, Total, Water  | Phosphorus, Total (365.4) Low-Level (low level TP is run as a non-aqueous) | 56  | \$37.00 | \$2,072.00 |
| 6.  | Ortho Phosphate, Water 365.1 | Ortho Phosphate (365.1)                                                    | 56  | \$30.00 | \$1,680.00 |
| 7.  | TSS                          | Total Suspended Solids/Non-Filterable Residue (SM2540D)                    | 56  | \$25.00 | \$1,400.00 |
| 8.  | Alkalinity                   | Alkalinity, Total (CaCO3) (310.2)                                          | 56  | \$26.50 | \$1,484.00 |
| 9.  | Color                        | Color (SM2120B) Apparent Color                                             | 56  | \$25.00 | \$1,400.00 |
| 10. | Turbidity                    | Turbidity 180.1                                                            | 56  | \$25.00 | \$1,400.00 |
| 11. | Coliform, Fecal / E. Coli    | Coliform, Fecal / E. Coli (Escherichia coli (SM9223B)                      | 56  | \$50.00 | \$2,800.00 |
| 12. | Environmental Impact Fee     | Environmental Impact Fee (Per work order)                                  | 1   | \$15.00 | \$15.00    |

|     |                      |                                                                                                                                                                                                                                                                      |    |        |          |
|-----|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------|----------|
| 13. | <b>Disposal Fees</b> | Sample Disposal Fees (Per sample)                                                                                                                                                                                                                                    | 56 | \$3.00 | \$168.00 |
| 14. | <b>HOLDS</b>         | Holds OR Cancellations are subject to a \$7.00 fee per sample<br>hold samples ~ not analyzed samples (\$7 per hold) are charged a slight fee to cover time to prepare, to make deliveries, to login, costs for labels, costs for disposal and materials adds up..etc | 1  | \$0.00 | \$0.00   |

|              |                    |
|--------------|--------------------|
| <b>Total</b> | <b>\$18,859.00</b> |
|--------------|--------------------|

|             |            |
|-------------|------------|
| Expiry date | 11/17/2024 |
|-------------|------------|



**STAFF REPORT**

Meeting Date: October 1, 2024  
Item #: 5

Contact Name: Melanie Sibbitt  
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt  
City Manager: Craig Shadrix

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

**Background Summary:**

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

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

**Issue:**

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

**Recommendations:**

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

**Attachments:**

1. Ordinance
2. Business Impact Estimate

**Financial Impacts:**

None.

**Type of Item:** First Reading

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

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

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

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

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

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

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

**SECTION 2. Authority.** The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and § C-49 of the Ocoee City Charter, which authorizes the City Commission to, by ordinance, provide for the conduct of elections and “election details.”

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

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

**§ 5-3. Qualification of candidates.**

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

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

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



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

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

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

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, severed, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**APPROVED:  
CITY OF OCOEE, FLORIDA**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

\_\_\_\_\_  
Rusty Johnson, Mayor

(SEAL)

ADVERTISED \_\_\_\_\_, 2024  
READ FIRST TIME \_\_\_\_\_,  
2023.  
READ SECOND TIME AND ADOPTED  
\_\_\_\_\_, 2024.  
UNDER AGENDA ITEM NO. \_\_\_\_\_

**FOR USE AND RELIANCE ONLY BY THE  
CITY OF OCOEE, FLORIDA; APPROVED  
AS TO FORM AND LEGALITY**  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

**FISHBACK DOMINICK**

By: \_\_\_\_\_  
Richard S. Geller  
City Attorney

S:\AKA\CLIENTS\Ocoee, City of\Elections O164-27500\Ordinance Establishing Proof of Residency for Candidates\Ordinance Amending Sec. 5-3 of the City Code (Qualification of Candidates) (Post Amendment Approval) - rsg - 9 27 24.docx



**City of Ocoee**  
**Business Impact Estimate**

Proposed ordinance's title/reference:

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> 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:**

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

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

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

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

N/A

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

N/A

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

N/A

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

None

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



Meeting Date: October 1, 2024  
Item #: 6

Contact Name: Melanie Sibbitt  
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt  
City Manager: Craig Shadrix

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

**Background Summary:**

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

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

**Issue:**

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

**Recommendations:**

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

**Attachments:**

1. Ordinance
2. Business Impact Estimate

**Financial Impacts:**

None.

**Type of Item:** First Reading

**ORDINANCE NO. 2024 -**

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

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

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

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

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

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

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

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

Section 11-1. - Regular City Commission meetings.

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

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

**SECTION 4. Codification.** It is the intention of the City Commission of the City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 5. Effective Date.** This Ordinance shall become effective immediately upon passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

(SEAL)

**APPROVED:**

**CITY OF OCOEE, FLORIDA**

\_\_\_\_\_  
Rusty Johnson, Mayor

**ADVERTISED \_\_\_\_\_, 2024**  
**READ FIRST TIME \_\_\_\_\_, 2024**  
**READ SECOND TIME AND ADOPTED \_\_\_\_\_, 2024**  
**UNDER AGENDA ITEM NO. \_\_\_\_\_**

**FOR USE AND RELIANCE ONLY BY  
THE CITY OF OCOEE, FLORIDA;  
APPROVED AS TO FORM AND LEGALITY  
this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**FISHBACK DOMINICK**

By: \_\_\_\_\_  
Richard Gellar, City Attorney





**City of Ocoee**  
**Business Impact Estimate**

Proposed ordinance's title/reference:

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> 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:**

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

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

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

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

N/A

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

N/A

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

None

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

N/A

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



Meeting Date: October 1, 2024  
Item #: 7

Contact Name: Michael Rumer  
Contact Number: Ext. 1018

Department Director: Michael Rumer  
City Manager: Craig Shadrix

**Subject: Second Reading of Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code. (Acting Assistant City Manager Rumer)**

### **Background Summary:**

The first Reading of the Ordinance was held on September 17, 2024.

The proposed ordinance functions as a local amendment to the Florida Building Code. The ordinance amends Article II of Chapter 51 by creating a new Section 51-20 to the City of Ocoee Code of Ordinances which establishes more sustainable and hardier construction criteria by requiring that the exterior walls and interior load bearing walls of the first floor (or story) of all structures intended for human habitation or public access must be constructed using masonry block, concrete, or metal, and no other material shall be approved. The only exception being that this requirement does not apply to single-family structures, duplex structures, tri-plex structures, quad-plex structures, or other residential structures having four (4) or fewer dwelling units.

The intent of the ordinance is to provide construction practices that contribute to the long-term durability of buildings. High-quality materials and adherence to these building codes will extend the lifespan of the structures, reducing the need for costly repairs and maintenance in the future. This benefits both residents and property owners, promoting a sustainable approach to housing. The City is currently under a Land Development Code rewrite which will provide new code language to ensure Ocoee clearly states its goals in shaping environments that enhance the quality of life. The new code will blend aesthetics with functionality, creating spaces that are not only visually appealing but also achieves the vision as stated by the City Commission and the citizens of Ocoee. This proposed ordinance is another tool staff can use to achieve those desired outcomes. City staff has determined that wood-framed multifamily buildings are susceptible to moisture damage, mold and mildew, wood rot, and infestation and structural damage from wood-destroying organisms. Additionally, wood-frame construction is potentially combustible and poses a greater risk to the health, safety, and welfare of firefighting personnel, as well as to those who reside in buildings of such construction.

Upon adoption, the City will submit the local amendment to the Florida Building Commission. The amendment will be valid until the next release of the Florida Building Code. At such time, the City will have to re-adopt per FS 553.73.

### **Issue:**

Should the Honorable Mayor and City Commissioners approve an Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code?

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

**Recommendations:**

Staff recommends the Honorable Mayor and City Commissioners approve an Ordinance Amending Article II, Chapter 51 of the Code of Ordinances Creating Local Technical Amendments to the Florida Building Code.

**Attachments:**

1. Ordinance
2. Business Impact Estimate
3. Advertisement

**Financial Impacts:**

None

**Type of Item:** Second Reading Public Hearing

**ORDINANCE NO. 2024-**

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA,  
AMENDING ARTICLE II, CHAPTER 51 OF THE CITY OF OCOEE  
CODE OF ORDINANCES; CREATING LOCAL TECHNICAL  
AMENDMENTS TO THE FLORIDA BUILDING CODE;  
CREATING A NEW SECTION 51-20, REQUIRING MASONRY  
BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR  
LOAD BEARING WALLS IN CERTAIN STRUCTURES;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Ocoee ("City") recognizes that Chapter 553, Florida Statutes, allows local governments to adopt and enact local administrative amendments to the Florida Building Code that are more stringent than the minimum standards described therein so long as such amendments are transmitted to the Florida Building Commission within thirty (30) days after enactment and are made available to the general public in a useable format; and

**WHEREAS**, the City recognizes that Section 553.73, Florida Statutes, allows local governments to adopt and enact local technical amendments to the Florida Building Code to address local needs by requiring more stringent requirements than those specified in the Florida Building Code, subject to the requirements of subsection 553.73(4)(b), Florida Statutes; and

**WHEREAS**, the City finds that the local technical amendments to the Florida Building Code, as provided in this Ordinance, meet the requirements for local technical amendments pursuant to subsection 553.73(4)(b), Florida Statutes; and

**WHEREAS**, the City finds that the local technical amendments adopted pursuant to this Ordinance are no more stringent than necessary to address the local needs, that the additional requirements are not discriminatory against materials, products, or construction techniques of demonstrated capabilities, and that the additional requirements do not introduce a new subject that is not addressed in the Florida Building Code; and

**WHEREAS**, the City has determined that wood-framed multifamily buildings are susceptible to moisture damage, mold and mildew, wood rot, and infestation and structural damage from wood-destroying organisms, including subterranean termites; and

**WHEREAS**, wood-frame construction is potentially combustible and poses a greater risk to the health, safety, and welfare of firefighting personnel, as well as to those who reside in buildings of such construction; and

**WHEREAS**, wood-frame construction is prone to structural issues such as bowing because structural wood components often derived from quickly-grown farmed wood that does not achieve the level of durability and stability provided by the old growth forests that supplied the wood found in many older buildings; and

**WHEREAS**, concrete, masonry, and metal framing can provide a stronger structure and protection against wind loads associated with hurricanes and tropical storms that strike Central Florida with increasing frequency; and

**WHEREAS**, concrete and masonry construction provide more effective sound barriers than wood-framed construction, which creates a quieter environment for residents at the street level ground floor or adjacent to a busy amenity such as a swimming pool; and

**WHEREAS**, concrete and masonry construction have a lower thermal conductivity than wood-framed construction and are, therefore, more energy efficient and result in lower utility costs; and

**WHEREAS**, the City has determined that all technical amendments enacted herein are based upon a review of local conditions and that the review demonstrates by evidence or data that the City exhibits a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code; and

**WHEREAS**, the City has and shall make readily available, in usable format, all technical amendments adopted as referenced herein; and

**WHEREAS**, the City has considered and shall include in its transmittal to the Florida Building Commission a fiscal impact statement which documents the cost and benefits of the proposed technical amendments including its impact to local government relative to enforcement, and the impact to property and building owners, as well as to industry, relative to the cost of compliance; and

**WHEREAS**, the City finds that it is in the best interest of the health, safety, and general welfare of the residents of Ocoee and the general public that the exterior and interior load bearing walls of the first story of all structures constructed after adoption of this Ordinance be constructed using masonry block, concrete, or metal except as excluded from such requirements as set forth herein; and

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

**SECTION 1. Recitals.** The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

**SECTION 2. Authority.** The City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

**SECTION 3.** A new Section 51-20, Code of Ordinances of the City of Ocoee Code, Florida, is hereby adopted to read as follows with underlines showing additions:

**§ 51-20 First Story Wall Material Requirements.**

Subsection 1401.1 of Chapter 14 of the Florida Building Code as adopted by this chapter as it pertains to the construction of structures within the city is hereby amended to require that the exterior walls and interior load bearing walls of the first floor (or story) of all structures intended for human habitation or public access must be constructed using masonry block, concrete, or metal, and no other material shall be approved, except that this requirement does not apply to single-family structures, duplex structures, tri-plex structures, quad-plex structures or other residential structures having four (4) or fewer dwelling units.

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

**SECTION 5.** **Codification.** It is the intention of the City Commission of the City that the provisions stated in Sections 3 and 4 of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 6.** **Effective Date.** This Ordinance shall not become effective until thirty (30) days after this Ordinance has been received by and the amendment set forth in Section 3 this Ordinance is published by the Florida Building Commission.

Space intentionally left blank.

**PASSED AND ADOPTED** this\_\_\_\_day of\_\_\_\_\_, 2024.

**ATTEST:**

**APPROVED:**

**CITY OF OCOEE, FLORIDA**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

(SEAL)

\_\_\_\_\_  
Rusty Johnson, Mayor

**ADVERTISED \_\_\_\_\_, 2024**

**READ FIRST TIME \_\_\_\_\_, 2024**

**READ SECOND TIME AND ADOPTED**

**\_\_\_\_\_, 2024**

**UNDER AGENDA ITEM NO. \_\_\_\_\_**

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

this\_\_\_\_day of\_\_\_\_\_, 2024.

**FISHBACK DOMINICK**

By:\_\_\_\_\_  
Richard S. Geller, City Attorney



## City of Ocoee

### Business Impact Estimate

Proposed ordinance's title/reference: Ordinance No. 24-

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA AMENDING ARTICLE II, CHAPTER 51 OF THE CITY OF OCOEE CODE OF ORDINANCES; CREATING LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 51-20, REQUIRING MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING 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<sup>1</sup> 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:**

---

<sup>1</sup> 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 purpose of this Ordinance is the City has determined it is in the best interest of the health, safety, and general welfare of the residents of Ocoee and the general public that the exterior and interior load bearing walls of the first story of all multifamily structures constructed after adoption of this Ordinance be constructed using masonry block, concrete, or metal except as excluded from such requirements as set forth herein.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, 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 City has considered and shall include in its transmittal to the Florida Building Commission a fiscal impact statement which documents the cost and benefits of the proposed technical amendments including its impact to local government relative to enforcement, and the impact to property and building owners, as well as to industry, relative to the cost of compliance.

# West Orange Times c/o Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

#### CITY OF OCOEE

#### NOTICE OF PUBLIC HEARING

#### FOR AN AMENDMENT TO ARTICLE II, CHAPTER 51, OF THE CODE OF ORDINANCES CREATING LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE

NOTICE IS HEREBY GIVEN, that on **TUESDAY, OCTOBER 1, 2024, at 6:15 P.M.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider a proposed amendment to Article II, Chapter 51, of the Code of Ordinances creating Local Technical Amendments to the Florida Building Code.

#### AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING ARTICLE II, CHAPTER 51, OF THE CITY OF OCOEE CODE OF ORDINANCES; CREATING LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; CREATING A NEW SECTION 51-20, REQUIRING MASONRY BLOCK, METAL, OR CONCRETE EXTERIOR AND INTERIOR LOAD BEARING WALLS IN CERTAIN STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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 for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.  
September 19, 2024 24-03021W

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

#### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



# STAFF REPORT

Meeting Date: October 1, 2024  
Item #: 8

Contact Name: Anoch Whitfield  
Contact Number: Ext. 1016

Department Director: Michael Rumer  
City Manager: Craig Shadrix

**Subject: Second Reading of Ordinances for Shoppes on the Bluff Small-Scale Comprehensive Plan Future Land Use Map Amendment & Rezoning; Project No. CPA-2024-003 & RZ-24-03-05. (Zoning Manager Whitfield)**

**Background Summary:** The First Reading of the Ordinance was held on September 17, 2024.

Owner/Applicant: Neda & David Khosrowzadeh

General Location: The property is within Commission District 4 and is located on the north side of Clarcona Ocoee Road, beginning approximately 400 feet east of the intersection of North Clarke Road at Clarcona Ocoee Road.

Property Size and Parcel ID No.: The subject property consists of two (2) parcels totaling approximately 4.29 acres, assigned parcel identification numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

| Current Future Land Use (FLU) Map Designation | Current Zoning District | Existing Land Use | Overlays/Unique Features |
|-----------------------------------------------|-------------------------|-------------------|--------------------------|
| Low Density Residential                       | R-1AA                   | Vacant, wooded    | Type A Soils             |

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts and existing land uses.

| Direction | Jurisdiction | FLUM Designation        | Zoning District | Existing Land Use |
|-----------|--------------|-------------------------|-----------------|-------------------|
| North     | City         | Low Density Residential | R-1AA           | Retention pond    |
| South     | City         | Low Density Residential | R-1AA           | Residential use   |
| East      | County       | Low Density Residential | A-1             | Retention pond    |
| West      | City         | Low Density Residential | PUD-LD          | Residential use   |

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on

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

the subject property.

| Proposed FLUM Designation                             | Proposed Zoning District                                                                                  | Proposed Use                                                         | Proposed Development Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial Maximum FAR: 3.0; approximately 560,616 SF | PUD<br>Proposed: 23,052 SF within 2 buildings<br><br>(Building 1 at 16,710 SF and Building 2 at 6,882 SF) | Commercial (retail and restaurant) plaza and public park/picnic area | Proposed Uses are those consistent with C-2 zoning district with a list of included and not included uses (details in Land Use Plan).<br>Proposed development standards include: <ul style="list-style-type: none"> <li>• Proposed FAR: 0.123</li> <li>• Proposed ISA: 54.1%</li> <li>• Min. Open Space (due to Type A soils): 35%</li> <li>• Parking: Restaurant Use - 1 space/4 fixed seats plus 1 space/75 SF of patron use area; Retail Use - 1 space/200 SF (Consistent with Section 6.4, LDC)</li> <li>• Min. Building Setbacks: Front - 50 Ft, Side - 10 Ft, Rear - 20 Ft</li> <li>• Min. Landscape Buffer: Front - 25 Ft, Side - 10 Ft, Rear - 10 Ft</li> <li>• Waiver to Section 6-14C(2)(a), LDC, to create opportunity for active pedestrian zone along front of plaza</li> </ul> |

The proposed Land Use Plan also incorporates the recommendations from the Healthy West Orange Trails Connection Trailside Development Design and Policy Guidelines relative to buffering, screening, and protecting the trail from development, as well as promoting trail integration and activation. The proposed Land Use Plan and development will provide a shaded and landscaped park/picnic area (with a sidewalk built to the property line) that is open to the public, including trail patrons, should Orange County provide or permit a path from the West Orange Trail to this development's proposed sidewalk.

Consistency with Florida Statutes: N/A

Consistency with JPA Agreement: N/A

Consistency with Adopted Comprehensive Plan: The proposed Future Land Use Map amendment and rezoning are consistent with the adopted 2002 Comprehensive Plan based on the following findings:

- Future Land Use Element VII.F: Commercial uses within this designation "shall be confined to certain arterial and collector roadways". Section 6-14C(1)(d), LDC, designates Clarcona Ocoee Road as a primary road, similar to Clarke Road, Apopka Vineland Road and Silver Star Road.
- Future Land Use Element IX.E., states "Neighborhood commercial uses are anticipated in the Clarke Road/Clarcona Ocoee Road area to serve the existing and proposed residential development."
- FLUE Policy 1.6: "The City shall control strip commercial development through access limitations by restricting commercial land uses to intersections of arterial and non-residential collector roads, along designated arterial and collector roads and within Planned Unit Developments."
- FLUE Policy 7.2: "The City shall permit only low intensity office and low intensity commercial development adjacent to residential areas except where well buffered." Per the proposed Land Use Plan, the proposed intensity, or FAR, is 0.12, which is well below the allowable maximum of 3.0

FAR. Additionally, the Land Use Plan proposes a wider landscape buffer, supplemented by additional landscaping, along the development area facing the trail and residential uses west of the trail.

- FLUE Policy 7.7.1: The proposed development will provide the minimum 35% open space required within the Wekiva Protection Area due to the presence of Type A soils, which is indicative of effective recharge areas.

Access: Access will be from Clarcona Ocoee Road via a full-access driveway at the more easterly side of the development. The applicant's engineer has indicated that the proposed driveway location has been selected in coordination with Orange County. Additionally, in response to a comment from the Fire Department, an emergency services access driveway is proposed at the westerly end of the development and will be signed accordingly. Two (2) pedestrian walkways are proposed for connectivity to Clarcona Ocoee Road, and one (1) sidewalk connecting the subject development to the West Orange Trail property line.

Transportation: As the request is for a Future Land Use Map amendment and rezoning to PUD, which requires an accompanying Land Use Plan, the applicant was asked to provide a Traffic Impact Analysis (TIA) based on both the maximum development potential at a 3.0 FAR under the Commercial FLU designation (based on 70% of total land area, as a minimum 35% is required to be set aside as open space) and the proposed 23,052 SF of commercial uses, using the City's approved traffic methodology.

City Road segments evaluated included Clarcona Ocoee Road from Lakewood Avenue to Apopka Vineland Road (3 segments), Clarke Road from A D Mims to Clarcona Ocoee Road (2 segments), Hackney Prairie Road from Clarke Road to Apopka Vineland Road (1 segment), and Ingram Road from Clarcona Ocoee Road to McCormick Road (1 segment). Segments of McCormick Road and Apopka Vineland Road (County facilities) were also evaluated for significance, in accordance with the approved methodology. Intersections evaluated included Clarcona Ocoee Road at Clarke Road (signalized), Clarcona Ocoee Road at Grapevine Crest (unsignalized), Clarcona Ocoee Road at Apopka Vineland Road/CR 435 (signalized) and Clarcona Ocoee Road at Project Access driveway (unsignalized). Both TIA documents showed that neither the CPA nor the LUP/development program would cause the area roadways and intersections to operate below the adopted level of service standard.

Additionally, a review of warrants for a left and right turn deceleration lane on Clarcona Ocoee Road at the project full access driveway was conducted to determine if auxiliary turn lanes are necessary to maintain integrity of traffic flow and capacity during peak hours (methodology of National Cooperative Highway Research Program (NCHRP) Report 457), which determined that both left and right turn lanes are warranted at the project access on Clarcona Ocoee Road. The lengths of the turn lanes recommended and proposed in the LUP (at 235 feet for westbound left-turn lane and 185 for eastbound right-turn lane, inclusive of the minimum 50-foot taper) are in accordance with the FDOT Design Manual.

Utilities: The site will be served by Orange County Utilities for water and sewer service. Although the site is within the City's reclaimed water service area, reclaimed service is not within reasonable proximity to the property, and as such, the development will not be required to connect to reclaimed water service.

Stormwater: Stormwater drainage will be provided on-site and will be finalized at the time of site plan review.

Environmental Analysis: The subject property contains Type A soils but does not contain any floodplains or wetlands. Thus, development of the site will not result in adverse impacts to wetlands or floodplains. The proposed development will be required to maintain a minimum of 35% of the site as open space.

Schools: N/A

Public Safety: The property is currently within fire and police protection and service zones.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Commercial (COMM) and corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the development of a commercial plaza on the properties assigned parcel ID numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012?

**Recommendations: Development Review Committee (DRC) Recommendation**

The DRC considered this item at its July 30, 2024, meeting. The discussion was relative to the list of permitted uses, building perimeter landscaping, bike parking, and location of signage. Following discussion, the DRC made a recommendation of approval subject to revision of the Land Use Plan to:

- Clarify that "recreation facility, neighborhood" would be an allowed use via approval of a special exception, exclusion of coin laundry uses and other similar commercial convenience uses,
- Inclusion of bike parking in front of both buildings,
- Annotation of the distance of the monument sign from right-of-way lines and sidewalks, and
- Any needed landscape waiver.

Since the time of the DRC meeting, the applicant has addressed the DRC comments/conditions.

**Planning and Zoning Commission (PZC) Recommendation**

The PZC considered this item at its September 10, 2024, public hearing, and following discussion, made a unanimous recommendation of approval subject to the condition that the Land Use Plan be revised to add "Tattoo Establishments" and "Smoke and Tobacco Shops and Other Like Establishments" to the list of NOT INCLUDED uses.

**Staff Recommendation**

Staff recommends that the Honorable Mayor and City Commission approve the proposed ordinances for a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low Density Residential (LDR) to Commercial (COMM) and corresponding Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the development of a commercial plaza on the properties assigned parcel ID numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012 subject to the condition that the Land Use Plan be revised to add "Tattoo Establishments" and "Smoke/Vape and Tobacco Shops and Other Like Establishments" to the list of NOT INCLUDED uses.

**Attachments:**

1. Location Map
2. Aerial Map
3. Future Land Use Map
4. Zoning Map
5. SSCPA Ordinance
6. Rezoning Ordinance
7. Civil & Landscape Concept Plans
8. Rendering & Elevation
9. Advertisement

**Financial Impacts:**

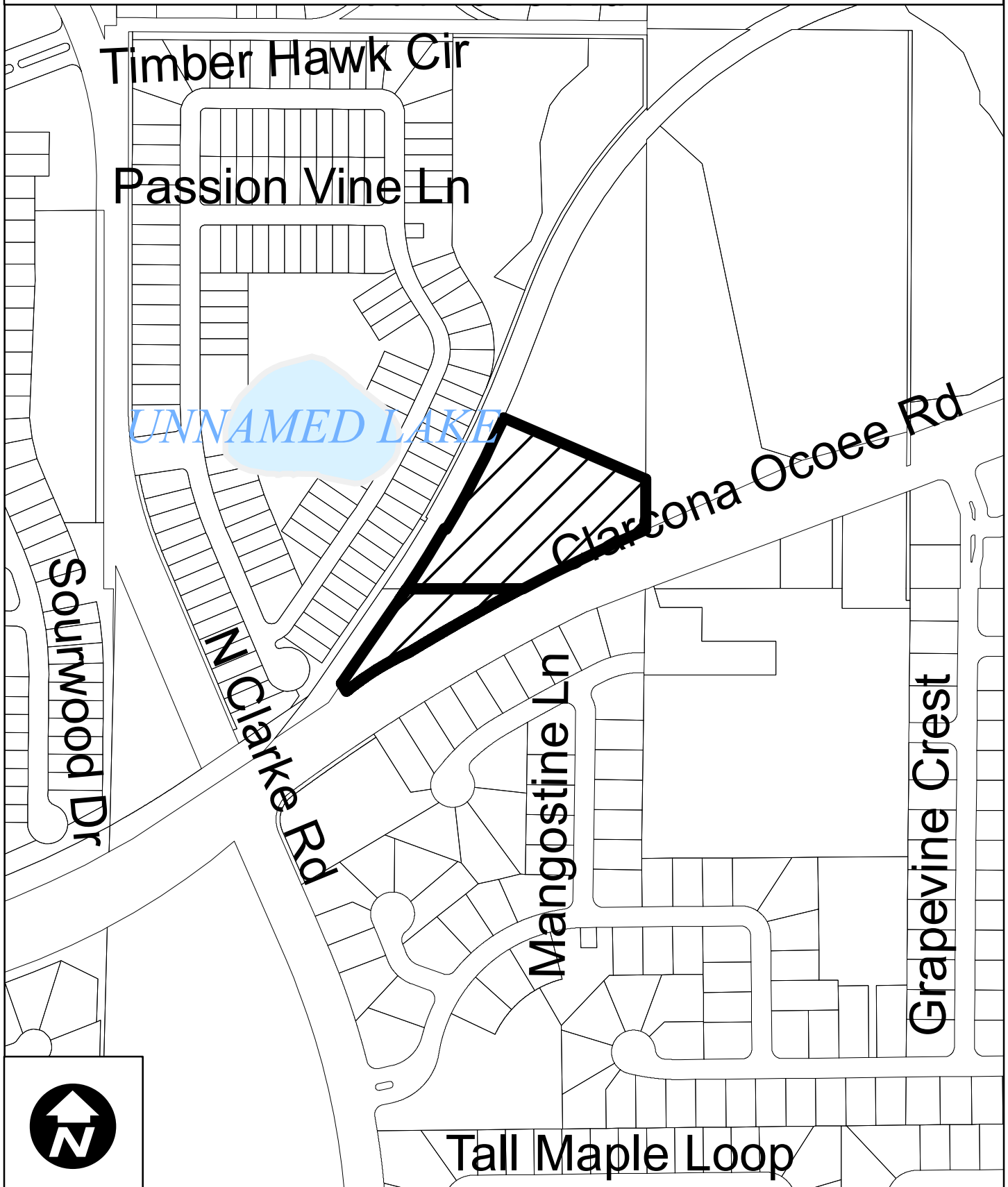
None

**Type of Item:** Second Reading Public Hearing





# Shoppes on the Bluff CPA & Rezoning Location Map





# Shoppes on the Bluff CPA & Rezoning 2022 Aerial Photography





# Shoppes on the Bluff CPA & Rezoning Surrounding Future Land Use Map



OCOEE  
florida  
Development Services  
Department

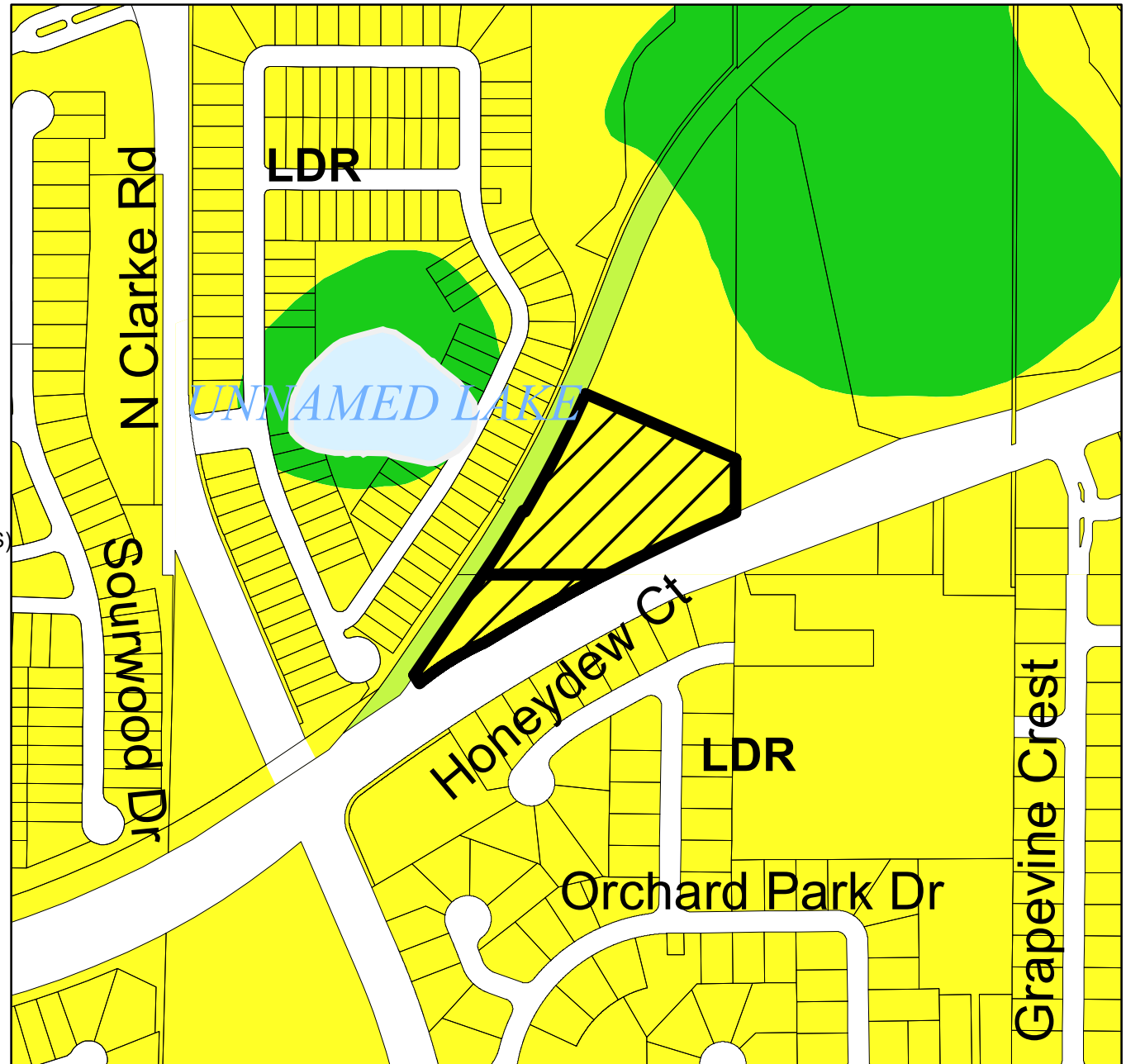
0 90 180 360  
Feet

Created: month year

 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)



# Shoppes on the Bluff CPA & Rezoning Surrounding Zoning Map



Development Services  
Department

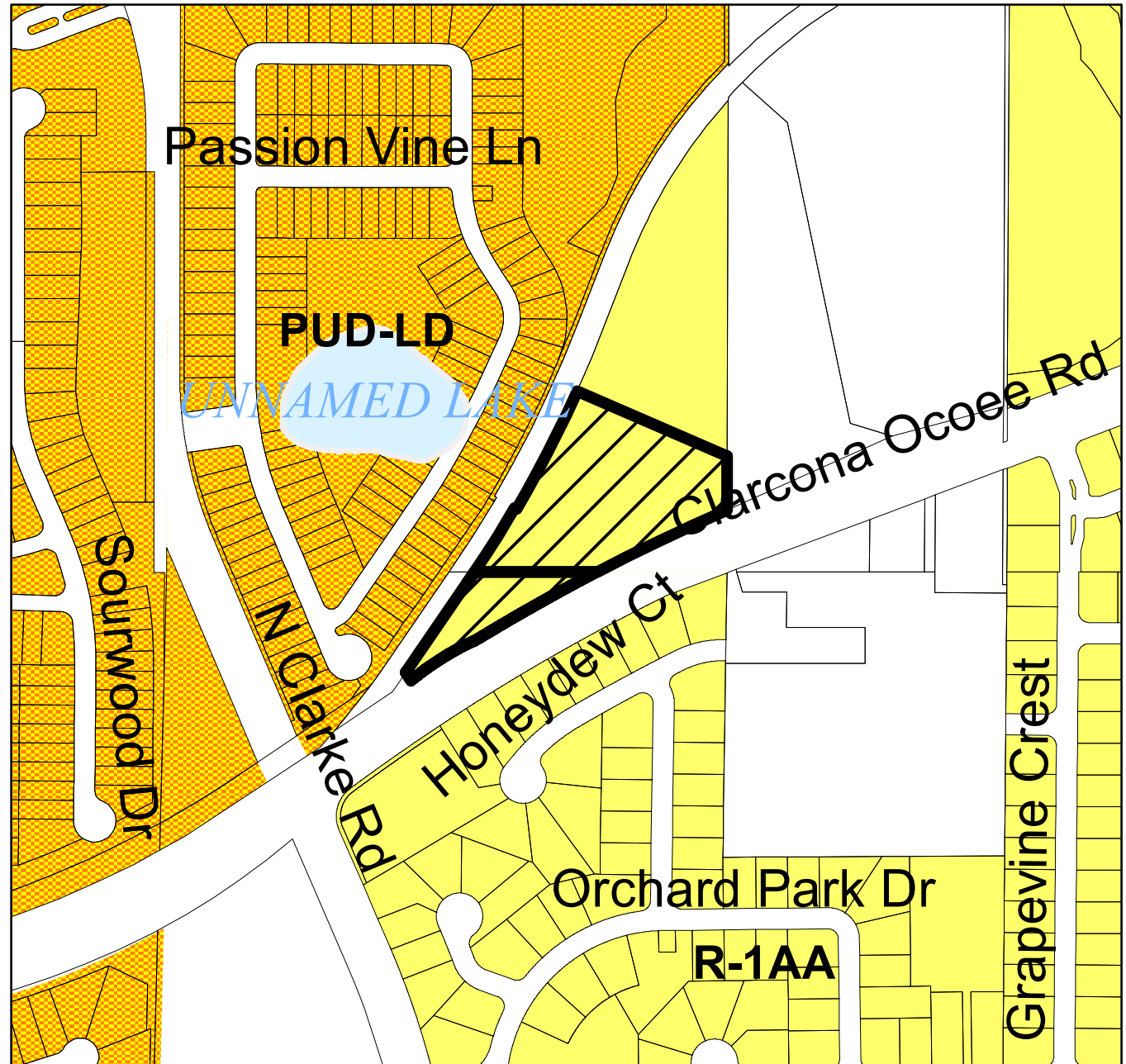
0 90 180 360  
Feet

Created: July 2024

 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



**ORDINANCE NO. 2024-  
(Small-Scale CPA – Shoppes on the Bluff)**

**TAX PARCEL ID: 33-21-28-0000-00-023  
and 04-22-28-0000-00-012**

**CASE NO. CPA-2024-003: Shoppes on the Bluff  
Small-Scale Comprehensive Plan Future Land Use Map Amendment**

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL FOR CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 4.29 ACRES LOCATED ON THE NORTH SIDE OF CLARCONA OCOEE ROAD, BEGINNING APPROXIMATELY 400 FEET EAST OF THE NORTH CLARKE ROAD AT CLARCONA OCOEE ROAD INTERSECTION; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Ocoee (the “Ocoee City Commission”) has adopted the City’s Comprehensive Plan (the “Ocoee Comprehensive Plan”) by Ordinance No. 91-28 on September 18, 1991 pursuant to Chapter 163, Part II, Florida Statutes, the Growth Policy Act (the “Act”); and

**WHEREAS**, Chapter 163, Part II, Florida Statutes, sets forth procedures and requirements for a local government to adopt a comprehensive plan and amendments thereto; and

**WHEREAS**, the owner (the “Applicant”) of certain real properties located within the corporate limits of the City of Ocoee, Florida, assigned tax parcel identification numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012, more particularly described in **Exhibit “A”** and depicted in **Exhibit “B”**, has submitted an application to the Ocoee City Commission to amend the Comprehensive Plan Future Land Use designation (the “Comprehensive Plan Amendment”) of said real properties from Low Density Residential to Commercial; and

**WHEREAS**, pursuant to Section 5-9(C) of Article V of the Land Development Code of the City of Ocoee, Florida, the Development Services Director has reviewed said Comprehensive Plan Amendment application and determined that said Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan, as amended from time to time; and

**WHEREAS**, pursuant to Section 163.3174(4)(a), Florida Statutes, the City’s Local Planning Agency (LPA) conducted a publicly noticed and advertised public hearing on Tuesday,

September 10, 2024, to consider and make recommendation of said proposed Comprehensive Plan Amendment; and

**WHEREAS**, pursuant to Section 163.3184(11), Florida Statutes, on Tuesday, October 1, 2024, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Comprehensive Plan Amendment and determined, after consideration of public comments, that the proposed Comprehensive Plan Amendment is consistent with the Ocoee Comprehensive Plan.

**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. COMPREHENSIVE PLAN AMENDMENT.** The Future Land Use Map within the Future Land Use Element of the Ocoee Comprehensive Plan is hereby amended to change the future land use designation of the Subject Property, as particularly described in Exhibit “A” and depicted in Exhibit “B”, from Low Density Residential (LDR) to Commercial (COMM).

**SECTION 4. COMPREHENSIVE PLAN.** The City Clerk is hereby authorized and directed to revise the adopted Future Land Use Map of the City of Ocoee in order to incorporate the Comprehensive Plan Amendment enacted by this Ordinance.

**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 thirty-one (31) days after adoption, unless challenged prior to that date pursuant to Section 163.3187(5), Florida Statutes.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Space intentionally left blank

**ATTEST:**

**APPROVED:  
CITY OF OCOEE, FLORIDA**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

\_\_\_\_\_  
Rusty Johnson, Mayor

(SEAL)

ADVERTISED \_\_\_\_\_, 2024  
READ FIRST TIME \_\_\_\_\_, 2024.  
READ SECOND TIME AND ADOPTED  
\_\_\_\_\_, 2024.  
UNDER AGENDA ITEM NO. \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FISHBACK DOMINICK**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL ID NO.: 33-21-28-0000-00-023

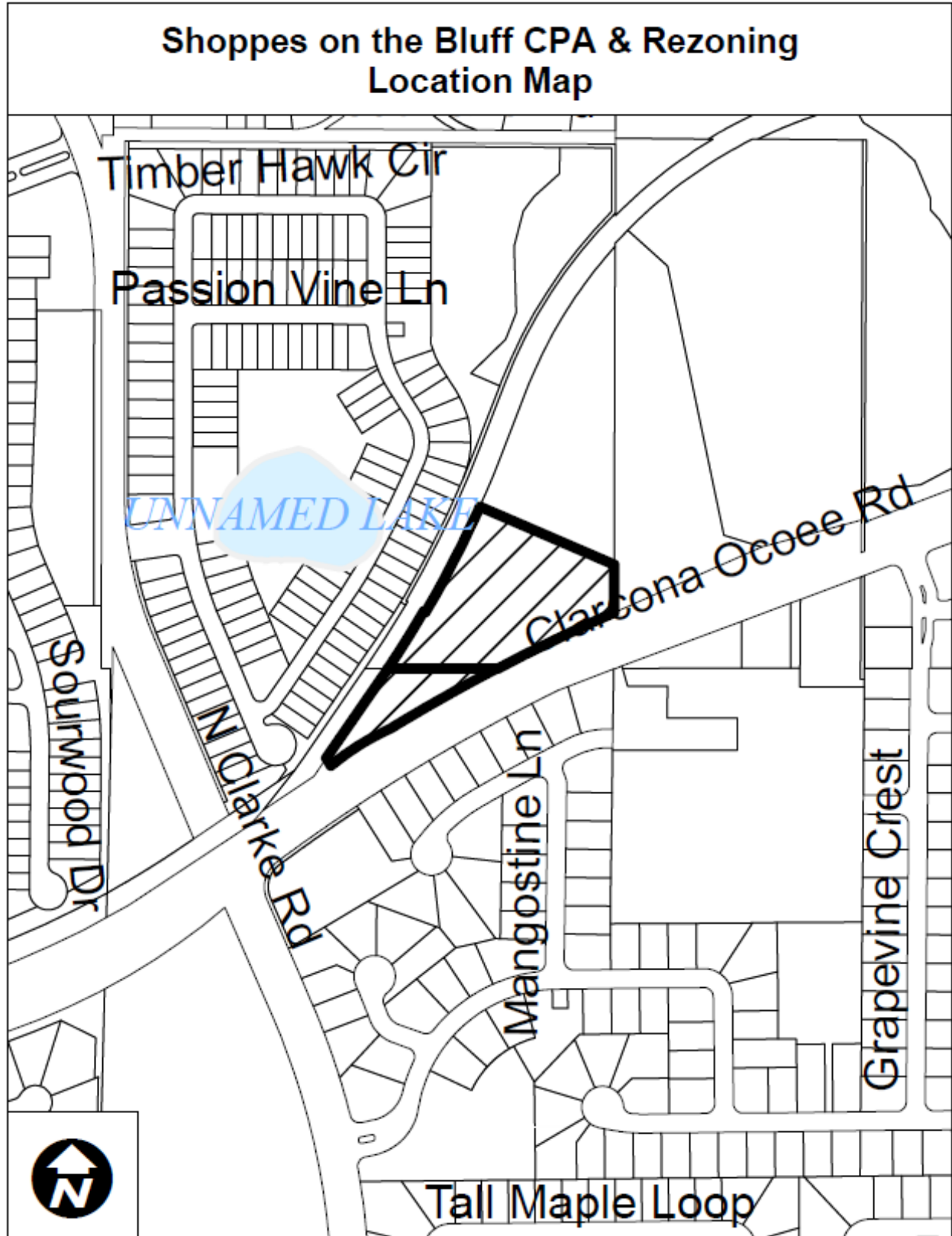
SW1/4 OF SE1/4 S & E OF RY IN SEC 33-21-28 (LESS COMM AT THE NE COR OF NE1/4 OF SEC 04-22-28 TH S89-58-10W 1324.43 FT N00-11-07E 274.52 FT TO POB TH N66-41-47W 387.06 FT NELY 151.58 FT N21-09-58E 175.70 FT NELY 453.40 FT S00-11-07W 840.80 FT TO POB) & (LESS PT TAKEN FOR R/W 9244/2335)

PARCEL ID NO.: 04-22-28-0000-00-012

N1/2 OF NW1/4 OF NE1/4 LYING BETWEEN HIWAY & RY IN SEC 04-22-28



EXHIBIT "B"



**ORDINANCE NO. 2024-  
(Rezoning Ordinance – Shoppes on the Bluff)**

**TAX PARCEL ID: 33-21-28-0000-00-023  
and 04-22-28-0000-00-012**

**CASE NO. RZ-24-03-05: Shoppes on the Bluff Rezoning**

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1AA (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 4.29 ACRES LOCATED ON THE NORTH SIDE OF CLARCONA OCOEE ROAD, BEGINNING APPROXIMATELY 400 FEET EAST OF THE NORTH CLARKE ROAD AT CLARCONA OCOEE ROAD INTERSECTION; FINDING SAID 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 properties 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 properties containing approximately 4.29 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from R-1AA (Single-Family Dwelling District) to PUD (Planned Unit Development District); and

**WHEREAS**, pursuant to Section 5-9(B) of 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 September 10, 2024, 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 that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

**WHEREAS**, on October 1, 2024, 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 Properties described in **Exhibit “A”** containing approximately 4.29 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from R-1AA (Single-Family Dwelling District) to PUD (Planned Unit Development District). 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 lands 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 \_\_\_\_\_, 2024.

**ATTEST:**

**APPROVED:  
CITY OF OCOEE, FLORIDA**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

\_\_\_\_\_  
Rusty Johnson, Mayor

(SEAL)

ADVERTISED \_\_\_\_\_, 2024  
READ FIRST TIME \_\_\_\_\_, 2024.  
READ SECOND TIME AND ADOPTED  
\_\_\_\_\_, 2024.  
UNDER AGENDA ITEM NO. \_\_\_\_\_

**FOR USE AND RELIANCE ONLY BY THE  
CITY OF OCOEE, FLORIDA; APPROVED AS  
TO FORM AND LEGALITY**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FISHBACK DOMINICK**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

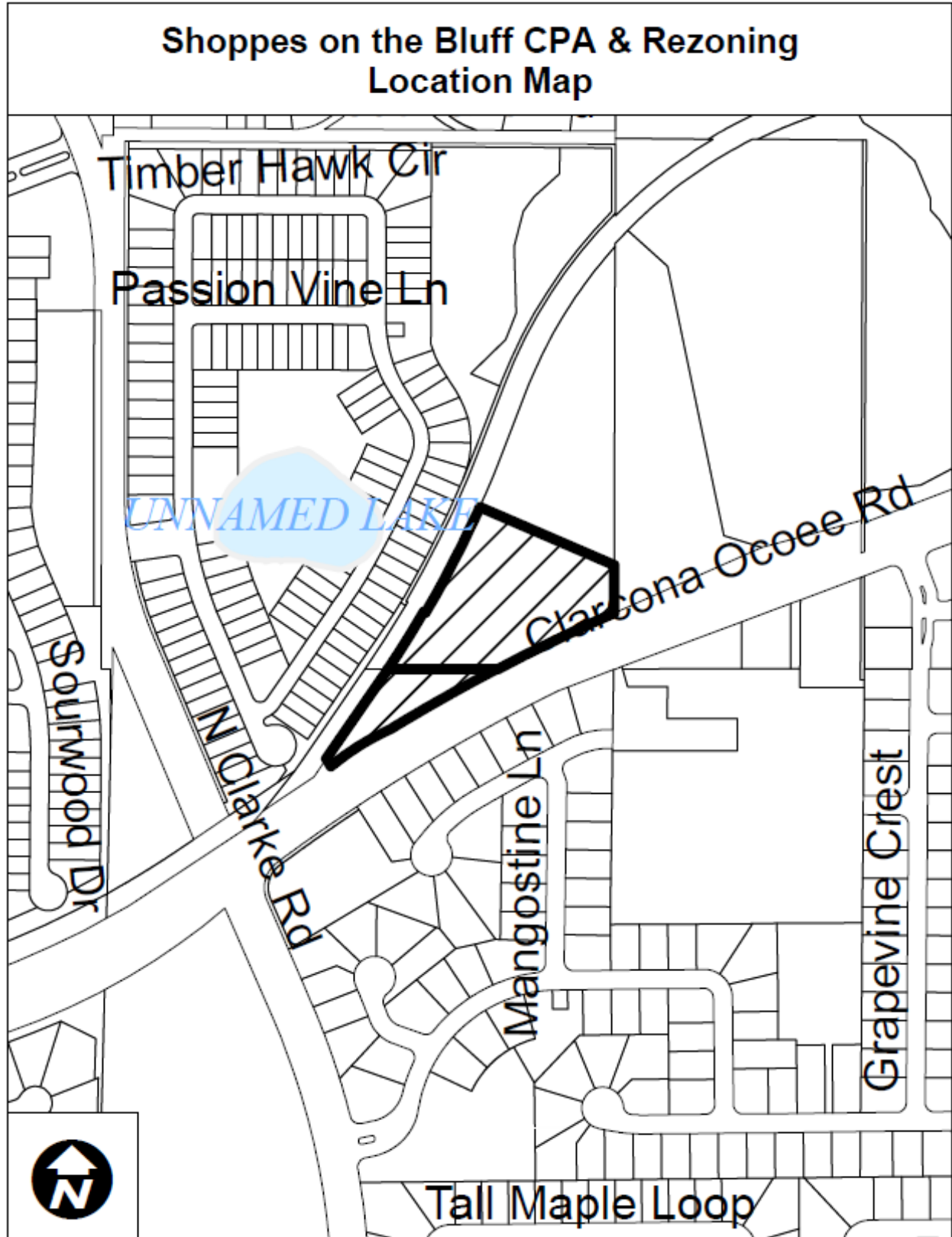
PARCEL ID NO.: 33-21-28-0000-00-023

SW1/4 OF SE1/4 S & E OF RY IN SEC 33-21-28 (LESS COMM AT THE NE COR OF NE1/4 OF SEC 04-22-28 TH S89-58-10W 1324.43 FT N00-11-07E 274.52 FT TO POB TH N66-41-47W 387.06 FT NELY 151.58 FT N21-09-58E 175.70 FT NELY 453.40 FT S00-11-07W 840.80 FT TO POB) & (LESS PT TAKEN FOR R/W 9244/2335)

PARCEL ID NO.: 04-22-28-0000-00-012

N1/2 OF NW1/4 OF NE1/4 LYING BETWEEN HIWAY & RY IN SEC 04-22-28

EXHIBIT "B"





SITE DATA

TOTAL SITE AREA: 186,931 SF / 4.29± AC

JURISDICTION: CITY OF OCOEE

FUTURE LAND USE: COMM (COMMERCIAL), AMENDED FROM LDR (LOW DENSITY RESIDENTIAL)

ZONING: PD (PLANNED DEVELOPMENT), REZONED FROM R-1AA

BUILDING AREA: 23,052 SF

MAX. F.A.R. = 30%  
23,052 / 186,931 = 12.3%

MINIMUM OPEN SPACE = 35% DUE TO SITE HAVING TYPE A SOILS

MAX. IMPERVIOUS = 70%  
PERVIOUS: 68,769 SF (36.8%)  
IMPERVIOUS: 101,202 SF (54.1%)  
POND: 16,960 SF (9.1%)

PARKING REQUIRED:  
RESTAURANT: ONE SPACE PER FOUR FIXED SEATS PROVIDED FOR PATRON USE, PLUS ONE SPACE FOR EACH SEVENTY-FIVE SF OF FLOOR AREA PROVIDED FOR PATRON USE BUT NOT CONTAINING FIXED SEATS.  
RESTAURANT: ONE SPACE FOR EACH FOUR FIXED SEATS PROVIDED FOR PATRON USE, PLUS ONE PARKING SPACE FOR EACH SEVENTY-FIVE SQUARE FEET OF FLOOR AREA PROVIDED FOR PATRON USE BUT NOT CONTAINING FIXED SEATS

= 164 SEATS / 4 + 525 / 75  
= 43 + 7 = 50 SPACES

RETAIL: ONE SPACE FOR EACH TWO HUNDRED SF GROSS FLOOR AREA.

= 17,814 SF / 200  
= 89.1 OR 89 SPACES

TOTAL PARKING REQUIRED: 50 + 89 = 139 SPACES

PARKING PROVIDED: 139 SPACES

| BUILDING SETBACKS:               | REQUIRED | PROVIDED |
|----------------------------------|----------|----------|
| FRONT (SOUTH, CLARCONA OCOEE RD) | 50 FT    | 96.6 FT  |
| SIDE (EAST)                      | 10 FT    | 38.7 FT  |
| REAR (NORTH)                     | 20 FT    | 55.7 FT  |

| LANDSCAPE BUFFERS:               | REQUIRED | PROVIDED              |
|----------------------------------|----------|-----------------------|
| FRONT (SOUTH, CLARCONA OCOEE RD) | 25 FT    | 25.1 FT MIN. (VARIES) |
| SIDE (EAST)                      | 10 FT    | 10.3 FT MIN. (VARIES) |
| REAR (NORTH)                     | 10 FT    | 10.0 FT MIN. (VARIES) |

LEGEND

PROPERTY LINE  
BUILDING SETBACK LINE (B.S.L.)  
LANDSCAPE BUFFER (L.S.B.)

PROPOSED USES ARE THOSE CONSISTENT WITH THE C-2 ZONING DISTRICT, MORE SPECIFICALLY:

INCLUDING:

- APPLIANCE STORE
- BAR (ASSOCIATED WITH RESTAURANT SEATING 45 PEOPLE)
- CLINIC, DENTAL OR MEDICAL
- COMMERCIAL, CONVENIENCE
- COMMERCIAL, RETAIL
- DEPARTMENT STORE
- FURNITURE STORE
- GROCERY STORE / SUPERMARKET
- INTERIOR DECORATING STORE
- MUSIC, RADIO, TV SHOP
- PROFESSIONAL OFFICES
- RESTAURANT, BOTH WITH AND WITHOUT A DRIVE-THRU FACILITY
- PUBLIC SERVICE, ESSENTIAL
- RECREATION FACILITY, COMMERCIAL-INDOOR
- RECREATION FACILITY, NEIGHBORHOOD

NOT INCLUDING:

- NURSING HOME
- AUTOMOBILE PARKING LOT
- AUTOMOBILE SALES (NEW AND USED)
- BARS AND COCKTAIL LOUNGES
- COMMERCIAL, CONVENIENCE WITH GAS SALES
- EQUIPMENT SALES
- FUNERAL PARLOT
- FURNITURE REPAIR AND UPHOLSTERY
- GALLERY/MUSEUM
- GAS STATION
- HEATING, VENTILATING, PLUMBING SUPPLIES, SALES, & SERVICE
- HOSPITAL
- HOTEL OR MOTEL
- LIQUOR STORE, NO ON-PREMISES CONSUMPTION

• MOVIE THEATER

• NURSERY / GARDEN SUPPLY STORE

• PET CARE SERVICES WHEN CONFINED WITHIN A BUILDING OR STRUCTURE

• CHILD CARE FACILITIES

• CHURCH

• CLUB OR COMMUNITY USE

• CONSERVATION USE

• GOLF COURSE / COUNTRY CLUB

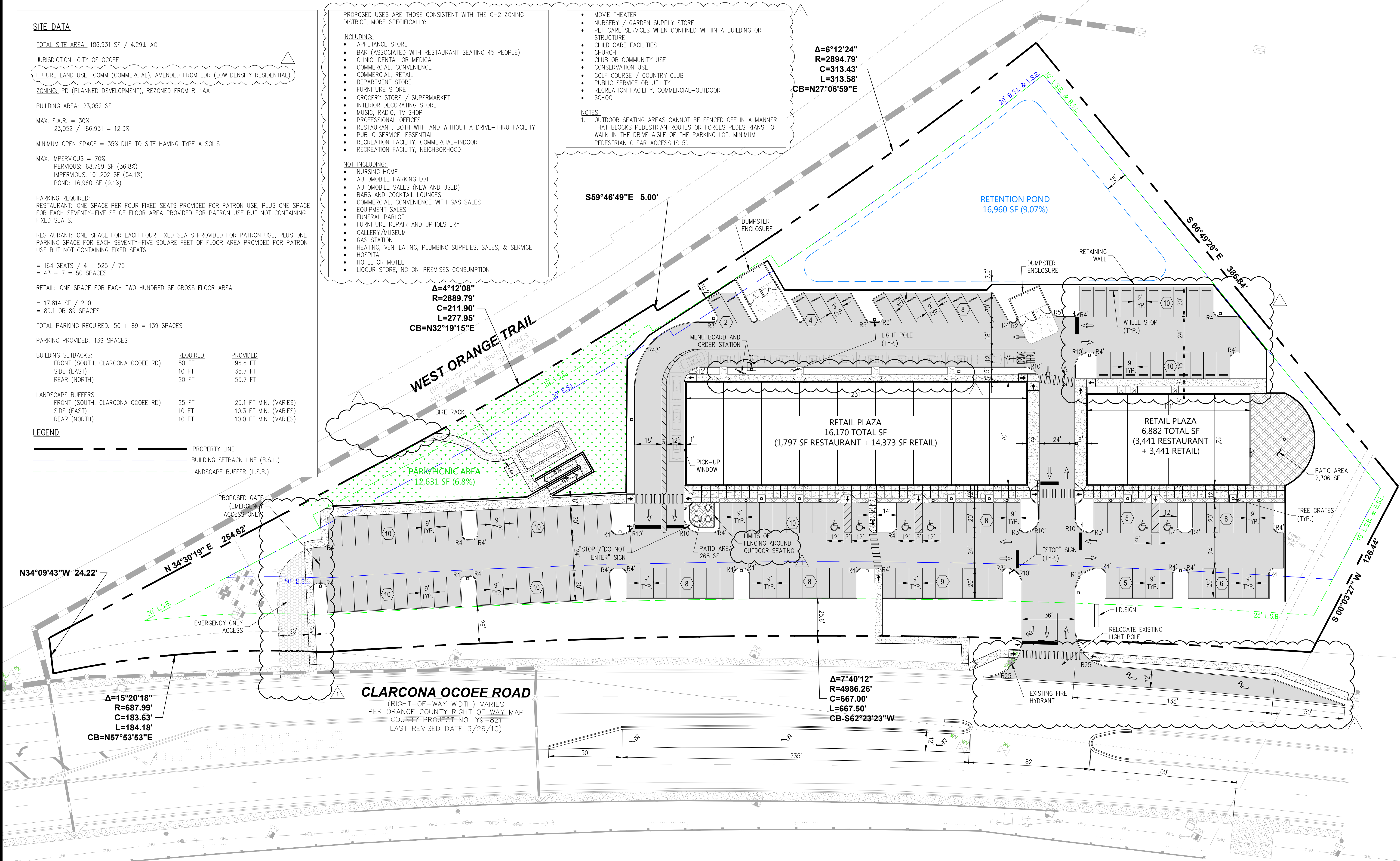
• PUBLIC SERVICE OR UTILITY

• RECREATION FACILITY, COMMERCIAL-OUTDOOR

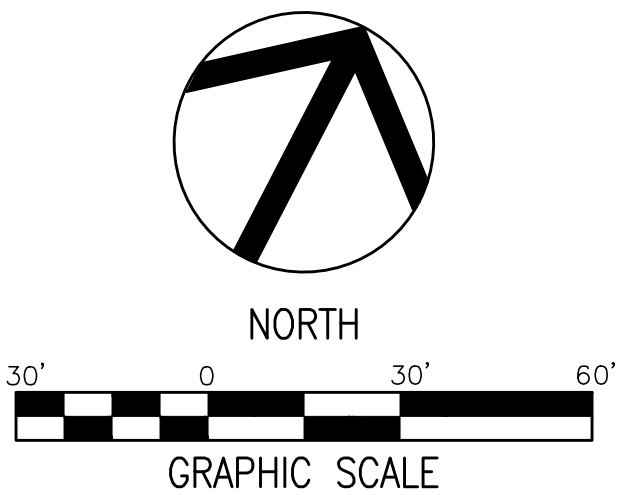
• SCHOOL

NOTES:

1. OUTDOOR SEATING AREAS CANNOT BE FENCED OFF IN A MANNER THAT BLOCKS PEDESTRIAN ROUTES OR FORCES PEDESTRIANS TO WALK IN THE DRIVE AISLE OF THE PARKING LOT. MINIMUM PEDESTRIAN CLEAR ACCESS IS 5'.



PUD LAND USE PLAN



| REVISION | DATE     | REVISION | DATE |
|----------|----------|----------|------|
| 1        | 06-26-24 |          |      |

SHOPPES ON THE BLUFF  
9251 CLARCONA OCOEE RD  
OCOEE, FLORIDA

DATE: 02/21/2024  
DRAWN: LH  
CHECKED: CT

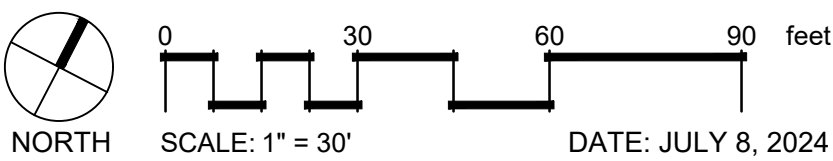
SP1

PROJECT NO.: 2023.110



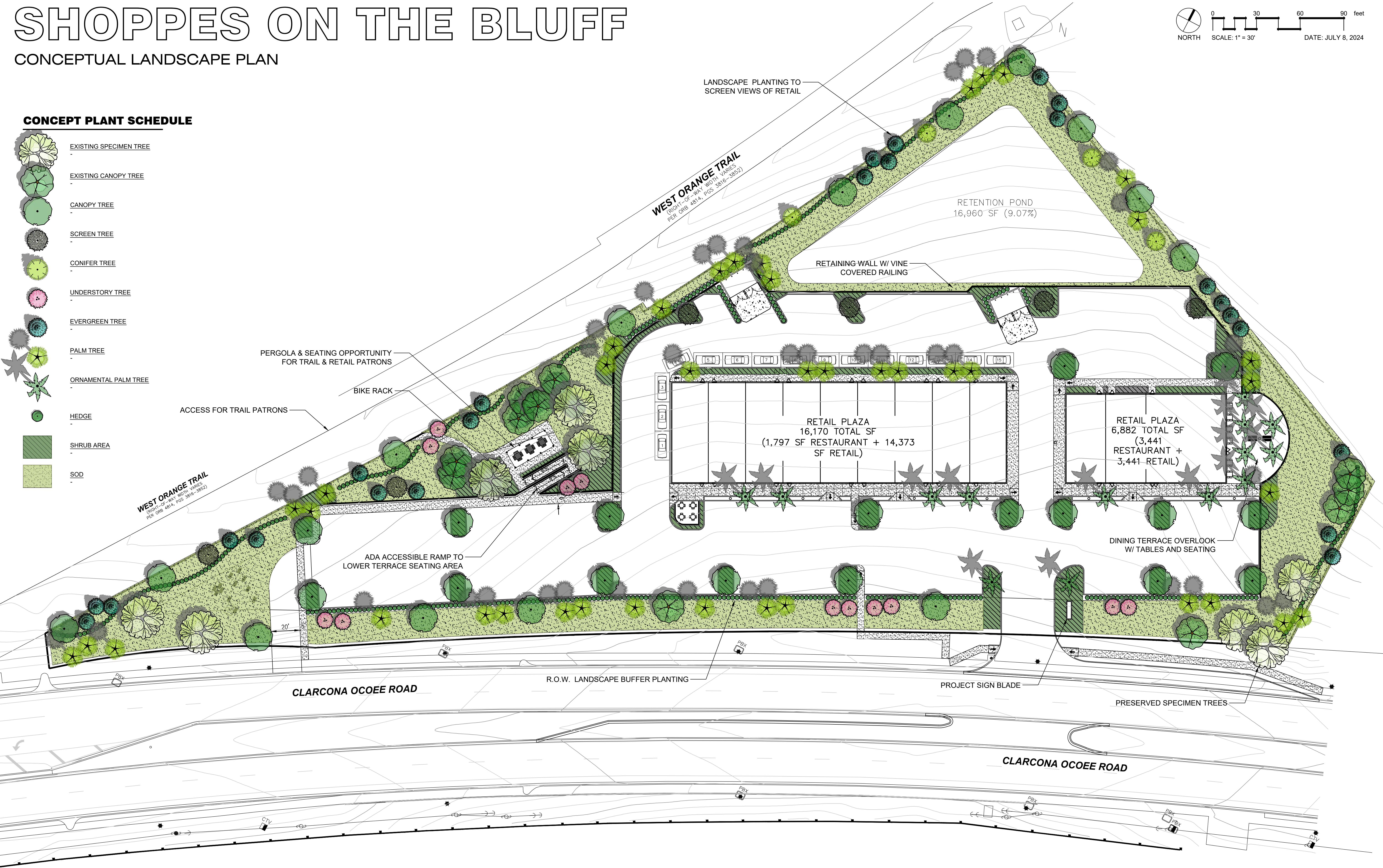
# SHOPPES ON THE BLUFF

## CONCEPTUAL LANDSCAPE PLAN



### CONCEPT PLANT SCHEDULE

- EXISTING SPECIMEN TREE
- EXISTING CANOPY TREE
- CANOPY TREE
- SCREEN TREE
- CONIFER TREE
- UNDERSTORY TREE
- EVERGREEN TREE
- PALM TREE
- ORNAMENTAL PALM TREE
- HEDGE
- SHRUB AREA
- SOD



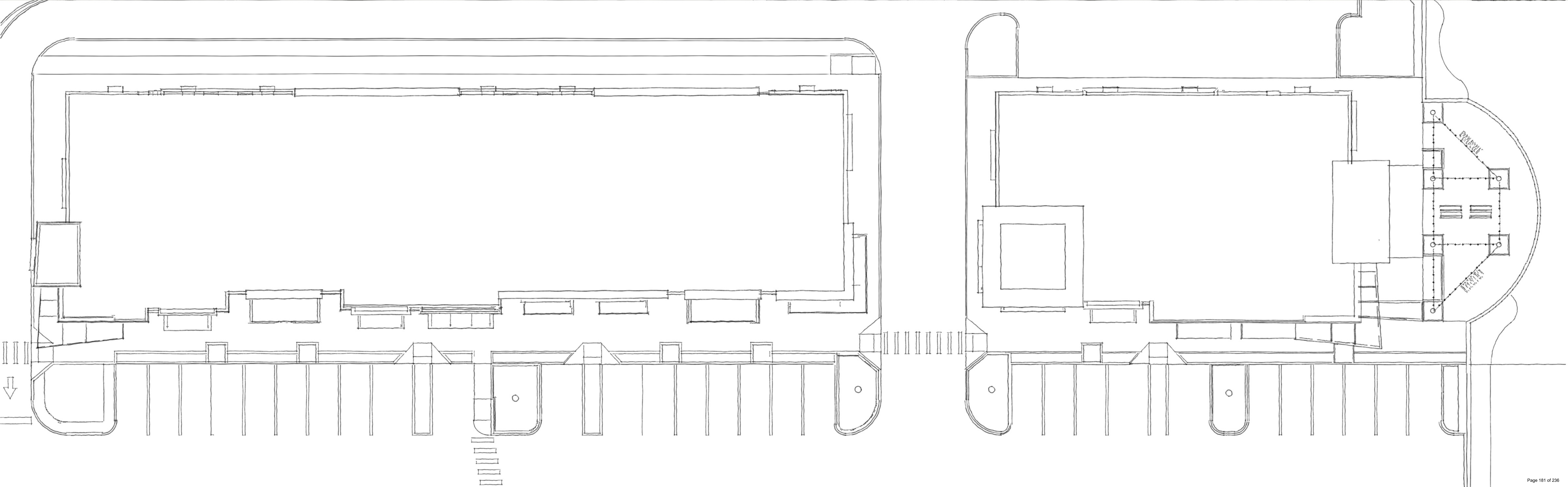














# West Orange Times c/o Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

**CITY OF OCOEE**  
**NOTICE OF PUBLIC HEARING TO CONSIDER THE**  
**SHOPPES ON THE BLUFF**  
**SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP**  
**AMENDMENT FROM LOW-DENSITY RESIDENTIAL TO COMMERCIAL**  
**CASE NUMBER: CPA-2024-003**

**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, OCTOBER 1, 2024, at 6:15 P.M.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider a Small-Scale Comprehensive Plan Future Land Use Map Amendment from Low-Density Residential to Commercial for the Shoppes on the Bluff development. The subject property comprises two (2) parcels containing approximately 4.29 acres combined and assigned Parcel ID numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012. The subject property is located on the north side of Clarcona Ocoee Road, beginning approximately 400 feet east of the North Clarke Road at Clarcona Ocoee Road intersection.

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE COMPREHENSIVE PLAN AS ADOPTED IN 1991, AS AMENDED; AMENDING THE FUTURE LAND USE MAP OF THE OCOEE COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL FOR CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 4.29 ACRES LOCATED ON THE NORTH SIDE OF CLARCONA OCOEE ROAD, BEGINNING APPROXIMATELY 400 FEET EAST OF THE NORTH CLARKE ROAD AT CLARCONA OCOEE ROAD INTERSECTION; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY FUTURE LAND USE MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND 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 for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.  
September 19, 2024 24-03019W

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# West Orange Times c/o Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

**CITY OF OCOEE  
NOTICE OF PUBLIC HEARING TO CONSIDER THE  
SHOPPES ON THE BLUFF  
REZONING FROM R-1AA (SINGLE-FAMILY DWELLING DISTRICT) TO  
PUD (PLANNED UNIT DEVELOPMENT DISTRICT)  
CASE NUMBER: RZ-24-03-05**

**NOTICE IS HEREBY GIVEN**, pursuant to Article I, Sections 1-9 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, OCTOBER 1, 2024, at 6:15 P.M.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider a Rezoning from R-1AA (Single Family Dwelling District) to PUD (Planned Unit Development District) for the Shoppes on the Bluff development. The subject property comprises two (2) parcels containing approximately 4.29 acres combined and assigned Parcel ID numbers 33-21-28-0000-00-023 and 04-22-28-0000-00-012. The subject property is located on the north side of Clarcona Ocoee Road, beginning approximately 400 feet east of the North Clarke Road at Clarcona Ocoee Road intersection.

**AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM R-1AA (SINGLE FAMILY DWELLING DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) ON CERTAIN REAL PROPERTIES CONTAINING APPROXIMATELY 4.29 ACRES LOCATED ON THE NORTH SIDE OF CLARCONA OCOEE ROAD, BEGINNING APPROXIMATELY 400 FEET EAST OF THE NORTH CLARKE ROAD AT CLARCONA OCOEE ROAD INTERSECTION; FINDING SAID 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.**

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.  
September 19, 2024 24-03020W

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

### NOTICE

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Meeting Date: October 1, 2024  
Item #: 9

Contact Name: Brett McFarlane  
Contact Number: Ext. 7145

Department Director: Ginger Corless  
City Manager: Craig Shadrix

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

**Background Summary:**

The special area of the right of way (ROW) is located in Commission District 3 and runs in an East-West direction between 1 Taylor Street (parcel ID # 18-22-28-0000-00-049) and a parcel identified as E. Oakland Avenue (parcel ID #17-22-28-6144-01-091). The request is to vacate and abandon approximately 5,000 square feet of unimproved public ROW. The City does not have plans to use this portion of ROW as a public street.

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

**Issue:**

Should the Honorable Mayor and City Commissioners adopt a resolution abandoning and vacating the unimproved public right of way located north of 1 Taylor Street?

**Recommendations:**

Staff recommends that the Honorable Mayor and City Commissioners approve a resolution abandoning and vacating the unimproved public right of way located north of 1 Taylor Street.

**Attachments:**

1. Resolution
2. Location Map
3. Application
4. Advertisement

**Financial Impacts:**

N/A

**Type of Item:** Public Hearing

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING AN UNIMPROVED PUBLIC RIGHT OF WAY NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, LYING SOUTHERLY OF THE SOUTHERLY LINE OF LOTS 8 AND 9, BLOCK 1, AS SHOWN ON THE PLAT OF MAP OF OCOEE, AS RECORDED IN PLAT BOOK A, PAGES 100 AND 101, AND AS ALSO SHOWN IN THE PLAT OF SIMS SUBDIVISION OF OCOEE, AS RECORDED IN PLAT BOOK F, PAGE 126, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LYING EASTERLY OF TAYLOR STREET; AND LYING WESTERLY OF THE RAILROAD RIGHT OF WAY. PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Ocoee desires to abandon and vacate the special area of right of way running in an East-West direction that lies easterly of Taylor Street and westerly of the Railroad right of way as depicted on the Plat of Map of Ocoee, Plat Book A, Pages 100 and 101, and as also shown in the Plat of Sims Subdivision of Ocoee, Plat Book F, Page 126, of the Public Records of Orange County, Florida; and a legal description of such to be abandoned and vacated is attached hereto as **Exhibit “A”** and by this reference made a part hereof (the “Right of Way”); and

**WHEREAS**, the applicant has complied with the provisions of Section 153-10 of the Code of Ordinances of the City of Ocoee regarding the provision of certain information in connection with the application; and

**WHEREAS**, pursuant to Section 153-13(D)(1) of the Code of Ordinances of the City of Ocoee, a Notice of Public Hearing before the City Commission was provided by regular mail to owners of real property abutting the Right of Way and all owners of the property within three hundred (300) feet in all directions of the Right of Way; and



**WHEREAS**, pursuant to Section 153-13(D)(2) of the Code of Ordinances of the City of Ocoee, a Notice of Public Hearing was published one (1) time in a newspaper of general circulation in the City of Ocoee; and

**WHEREAS**, pursuant to Section 153-(D)(3) of the Code of the City of Ocoee, a sign setting forth notice of the public hearing before the City Commission was posted upon the Right of Way; and

**WHEREAS**, the City Commission of the City of Ocoee finds that said application and supporting documents are in accordance with the requirements of Article II of Chapter 153 of the Code of Ordinances of the City of Ocoee and that the requested action is consistent with the City of Ocoee Comprehensive Plan.

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

**SECTION 1.     Authority.** The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, and Article II of Chapter 153 of the Code of Ordinances of the City of Ocoee.

**SECTION 2.     Abandonment and Vacation of the Right of Way.** The City Commission of the City of Ocoee, Florida, hereby abandons, vacates and renounces any rights in and to the portion of Right of Way.

**SECTION 3.     Recordation.** A certified copy of this Resolution shall be filed with the Orange County Comptroller and duly recorded among the Public Records of Orange County, Florida.

**SECTION 4.      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 portion hereto.

**SECTION 5.      Effective Date.** This Resolution shall become effective upon passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Melanie Sibbitt, City Clerk

(SEAL)

**APPROVED:**

**CITY OF OCOEE, FLORIDA**

\_\_\_\_\_,  
Rusty Johnson, Mayor

**ADVERTISED \_\_\_\_\_, 2024**  
**READ FIRST TIME AND ADOPTED**  
**\_\_\_\_\_, 2024**  
**UNDER AGENDA ITEM NO. \_\_\_\_\_.**

**EXHIBIT “A”**  
**(the “Right of Way”)**

**THAT PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, LYING SOUTHERLY OF THE SOUTHERLY LINE OF LOTS 8 AND 9, BLOCK 1, AS SHOWN ON THE PLAT OF MAP OF OCOEE, AS RECORDED IN PLAT BOOK A, PAGES 100 AND 101, AND AS ALSO SHOWN IN THE PLAT OF SIMS SUBDIVISION OF OCOEE, AS RECORDED IN PLAT BOOK F, PAGE 126, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LYING EASTERLY OF TAYLOR STREET; AND LYING WESTERLY OF THE RAILROAD RIGHT OF WAY.**

# 1 Taylor St ROW Vacate Location Map







**ABANDONMENT AND VACATION OF STREETS  
AND EASEMENTS APPLICATION**

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

Received Date – Office Use Only

FEE: \$500.00

Applicant Name: City of Ocoee

Applicant Address: 1 N. Bluford Avenue

Phone Number: 407-905-3157

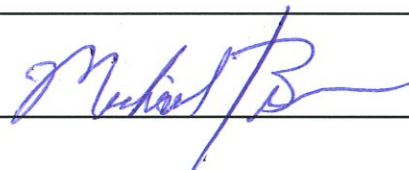
Email Address: mhouseholder@occoee.org

---

Description of Property to be vacated/abandoned: (Attach legal description and map.)

Plat Book/Page Number: Plat Book A Pages 100 and 101, and Plat Book F Page 126

Reason for request to vacate/abandon: The ROW will not be used for a public street.

Applicant Signature(s): 

The names/addresses of the abutting property owners within 300 feet and the notification of the affected utility companies are now the responsibility of the City, not the applicant. The application, however, cannot be processed until letters are received from all the affected utility companies.

Note: Subsections 153-10 A. (5) & (7) of the City Code are effectively deleted with this change in procedure.

# West Orange Times c/o Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

Legal Advertising

**CITY OF OCOEE  
NOTICE OF PUBLIC HEARING  
TO CONSIDER THE VACATION OF  
UNIMPROVED PUBLIC RIGHT OF WAY  
NORTH OF 1 TAYLOR ST  
PROJECT NO.: VAC-24-36**

**NOTICE IS HEREBY GIVEN**, pursuant to Section 153, Article II of the Code of the City of Ocoee, that on **TUESDAY, OCTOBER 1, 2024, at 6:15 P.M.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the vacation of unimproved public right of way north of 1 Taylor Street and to consider the adoption of the following resolution:

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING AN UNIMPROVED PUBLIC RIGHT OF WAY NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, LYING SOUTHERLY OF THE SOUTHERLY LINE OF LOTS 8 AND 9, BLOCK 1, AS SHOWN ON THE PLAT OF MAP OF OCOEE, AS RECORDED IN PLAT BOOK A, PAGES 100 AND 101, AND AS ALSO SHOWN IN THE PLAT OF SIMS SUBDIVISION OF OCOEE, AS RECORDED IN PLAT BOOK F, PAGE 126, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LYING EASTERLY OF TAYLOR STREET; AND LYING WESTERLY OF THE RAILROAD RIGHT OF WAY. PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Planning 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 Ocoee 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, and 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 a special accommodation 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.

September 19, 2024

24-03016W

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



**STAFF REPORT**

Meeting Date: October 1, 2024  
Item #: 10

Contact Name: Brett McFarlane  
Contact Number: Ext. 7145

Department Director: Ginger Corless  
City Manager: Craig Shadrix

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

**Background Summary: Continued from the September 17, 2024, City Commission Meeting**

Applicant/Owner: West Road Real Estate LLC, represented by Russel Maynard of Central Florida Engineering Consultants, LLC

Site Location: The subject property is located in Commission District 1 on the south side of West Road. It consists of Lot 2 of the existing Ladybird Academy Planned Unit Development (PUD).

Parcel ID Number: 06-22-28-0000-00-008

Property Size: The subject site consists of one (1) parcel totaling approximately 3.71 acres.

Existing Future Land Use Map Designation: Commercial (COMM)

Existing Zoning Classification: PUD-COMM (Commercial PUD)

Actual land use, proposed land use, and unique features of the subject property: A portion of the subject property previously had one (1) Single-Family Residence, which has since been demolished. The remainder of the property consists of a wooded area and part of the PUD's master stormwater pond. Based on the available information, there are possibly 0.81 acres of impacted wetlands on the property, excluding the existing stormwater pond. The boundaries have been flagged and verified. The property is not within the City's Special Area Overlay Districts. The table below summarizes the future land use designations, zoning classifications, and existing land uses of the surrounding properties:

|       | Future Land Use Designation                         | Zoning                                                                        | Existing Land Use            |
|-------|-----------------------------------------------------|-------------------------------------------------------------------------------|------------------------------|
| North | Commercial (COMM)                                   | PUD-COMM (Commercial PUD)                                                     | Commercial retail uses       |
| South | Commercial (COMM) and Low Density Residential (LDR) | County A-1 (Citrus Rural District) and R-1A (Single Family Dwelling District) | West Orange Trail and SR 429 |
| East  | Commercial (COMM)                                   | C-2 (Community Commercial)                                                    | Vacant                       |

|      |                   |                            |                     |
|------|-------------------|----------------------------|---------------------|
| West | Commercial (COMM) | C-2 (Community Commercial) | Child care facility |
|------|-------------------|----------------------------|---------------------|

Proposed Development: The applicant is proposing a 4-story, 124-room hotel. Section 5-8A of Article V establishes and implements Table 5-1, listing the principal uses permitted on a parcel or lot in the various zoning districts. Per Table 5-1, a Special Exception is required for a hotel or motel use on property zoned C-2. While this property is zoned PUD-COMM, the PUD specifies all C-2 uses as the intended zoning for this site. Section 4-8B of Article IV establishes the standards for review and approval of a Special Exception, as summarized and analyzed below.

1. The proposed uses and structures would not violate the land uses, densities, or other directives of the adopted Comprehensive Plan or the Code.

Staff Analysis: A conceptual site plan was submitted with the requested Special Exception for purposes of determining compliance with land use density and intensity and other directives of the Comprehensive Plan and Code. In terms of compliance with the intensity directive of the Comprehensive Plan, the Commercial Future Land Use Designation would allow up to 485,223 SF of commercial development. The site plan proposes 52,432 SF of total building area.

In terms of compliance with the directives of the Code, staff did identify 0.81 acres of possibly impacted wetlands on the property. A wetlands impact plan will be provided during the Final Site Plan review and the proposed horizontal layout of the site may be modified as a requirement for the approval of the Final Site Plan.

2. The proposed uses and structures would be compatible with the uses, structures, and activities on adjacent or nearby land.

Staff Analysis: The proposed use is a commercial hotel within an established PUD. The proposed hotel would be surrounded by commercial uses on the north and west sides and land zoned for commercial use on the east side. A portion of the West Orange Trail is directly adjacent to the property on the south side, with State Road 429 nearby to the south. The applicant has proposed a 30' natural landscape buffer between the West Orange Trail on the south of the property. Thus, the proposed use and structure would be compatible with uses, structures, and activities on adjacent and nearby lands.

3. The proposed uses and structures would not violate the health, safety, welfare, and/or convenience of those residing, working, or owning land in the vicinity of the proposed use or structure concerning or with respect to (a) density, bulk, or overcrowding of land or buildings, (b) pedestrian or vehicular movement on adjoining streets, (c) fire safety, noise, odor, glare, or vibration, and (d) ability to adjoin property owners to the legal use of his/her property, as outlined in Sections 4-8B(3)(a) through (g), LDC. The proposed use and structure would not result in the inadequacy of inability of any public facility or service to meet adopted standards. They would not violate any state or federal law or regulation.

Staff Analysis: The proposed use/structure is not anticipated to adversely impact the health, safety, welfare, and/or convenience of those residing, working, or owning land in the area. Staff finds that the proposed use/structure and proposed site design and horizontal layout of the site will not violate the provisions of Sections 4-8B(3)(a), (b), (d), (e), (f), or (g). Orange County Utilities will serve the site with potable water and sewer. Reclaimed water may be available through the City of Ocoee.

**After the September 10th Planning & Zoning Commission meeting, the applicant notified staff of potential changes to satisfy concerns raised by the PZC. The applicant is willing to limit the maximum stay of guests at the hotel to (2) two weeks.**

Staff does not identify any Land Development Code concerns relative to the proposed 4-story, 124-room hotel use on the C-2 property.

**Issue:**

Should the Honorable Mayor and City Commissioners approve a Special Exception for a hotel use on certain property zoned C-2, assigned parcel ID number 06-22-28-0000-00-008?

**Recommendations:****Development Review Committee (DRC) Recommendation:**

The DRC met on Tuesday, July 30, 2024, to review and consider the proposed Special Exception for the hotel use on the property. The concern discussed and raised by the DRC was relative to the rear landscape buffer and potential wetland on the property. Following discussion, the DRC made a recommendation of approval subject to the condition that the rear landscape buffer and potential wetland on the property be further evaluated at the time of site plan submittal and review.

**Planning & Zoning Commission (PZC) Recommendation:**

The PZC met on Tuesday, September 10, 2024, to review and consider the proposed Special Exception for the hotel use on the property. During the hearing, discussions were relative to possible impacts from the development on the health, safety, welfare, and/or convenience of those residing, working, or owning land in the vicinity of the proposed use or structure.

Following discussions, the PZC made a recommendation of denial of the proposed Special Exception, by a 4 to 1 vote.

**Staff Recommendation:**

Staff recommends that the Honorable Mayor and City Commission take action on one of the three options for a Special Exception for a hotel use on certain property zoned C-2, assigned parcel ID number 06-22-28-0000-00-008:

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

Option #2: Deny the Special Exception;

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

**Attachments:**

1. Location Map
2. Aerial Map
3. Future Land Use Map
4. Zoning Map
5. HomeTowne Studios - Special Exception
6. HTS Orlando - Elevations Only
7. HTS Prototype
8. HomeTowne Studios Building Height Cross Section
9. Advertisement

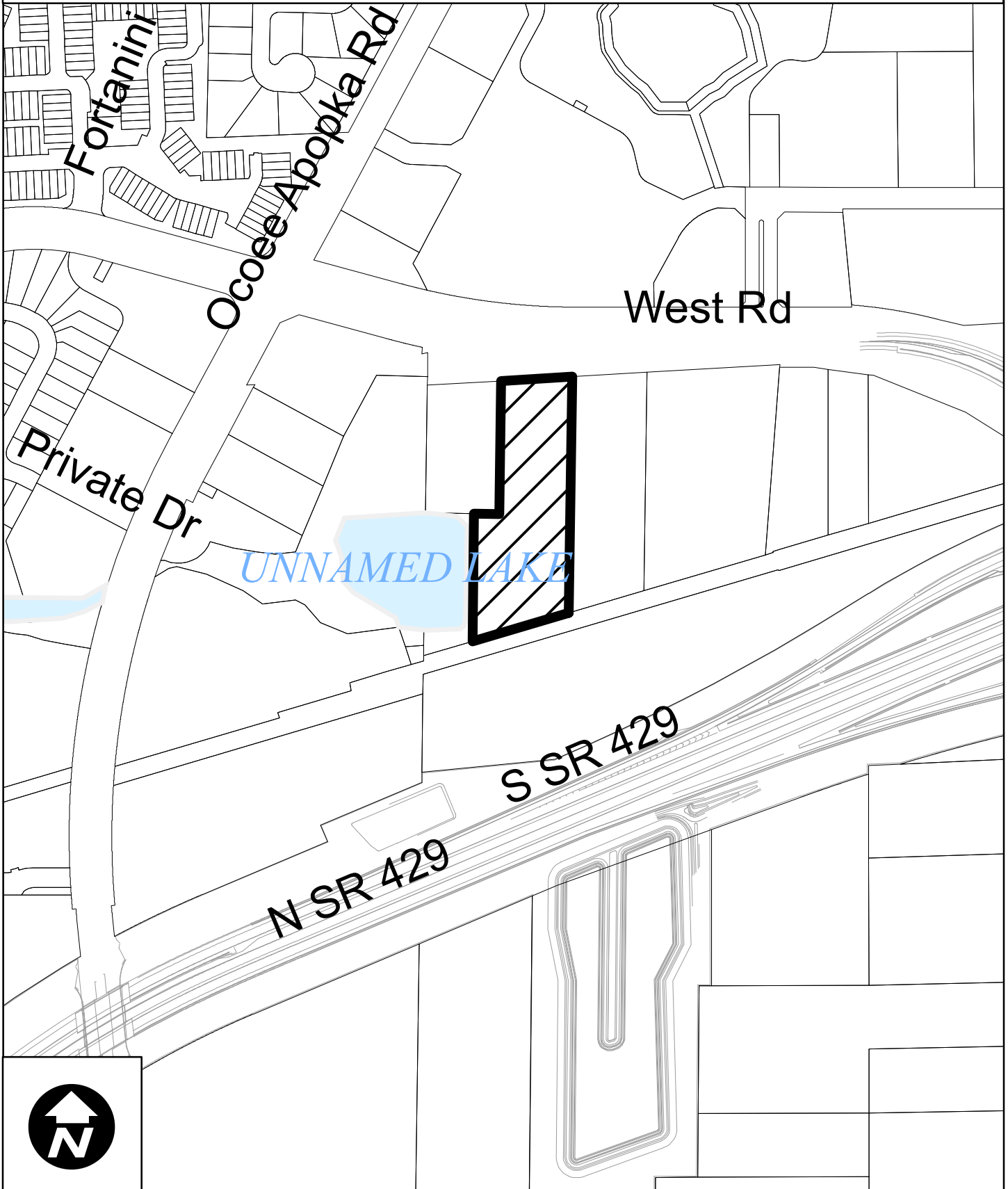
**Financial Impacts:**

N/A

**Type of Item:** Public Hearing



# Hometown Studios Special Exception Location Map





# Hometown Studios Special Exception 2022 Aerial Photography





# Hometown Studios Special Exception Surrounding Future Land Use Map



OCOEE  
florida  
Development Services  
Department

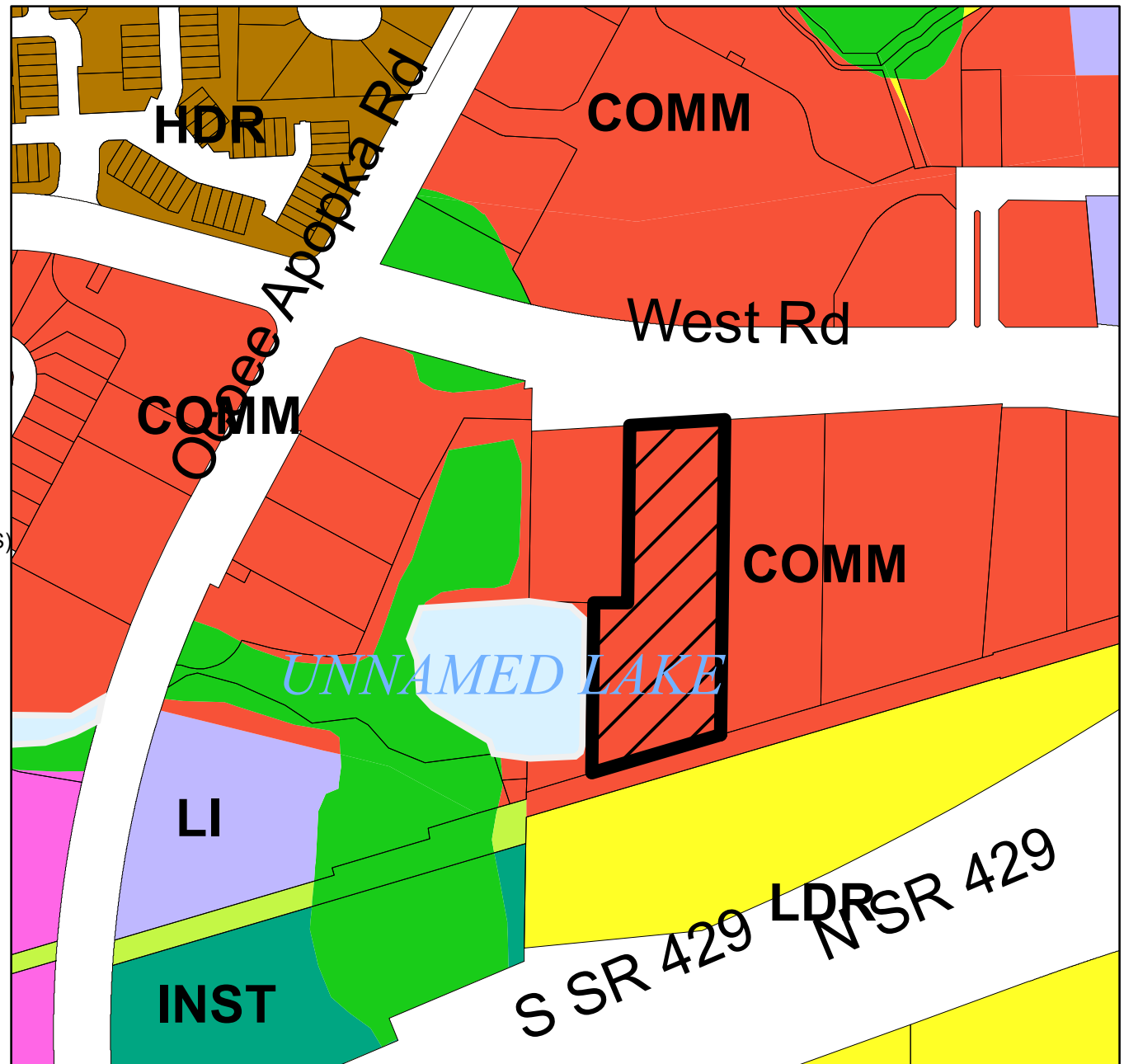
0 80 160 320  
Feet

Created: month year

 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)



# Hometowne Studios Special Exception Surrounding Zoning Map



Development Services  
Department

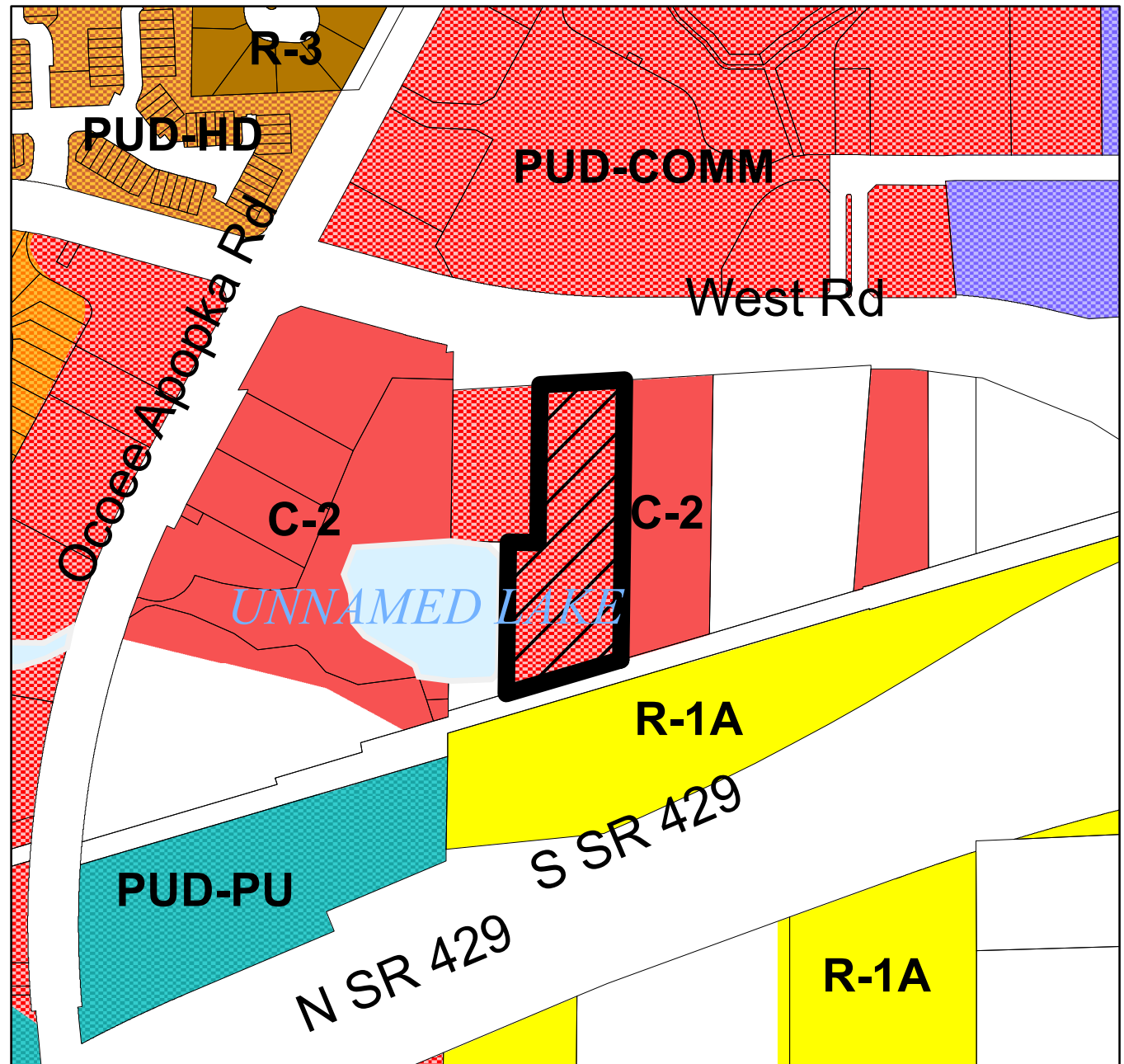
0 90 180 360  
Feet

Created: July 2024

 Subject Property

Zoning Classification:

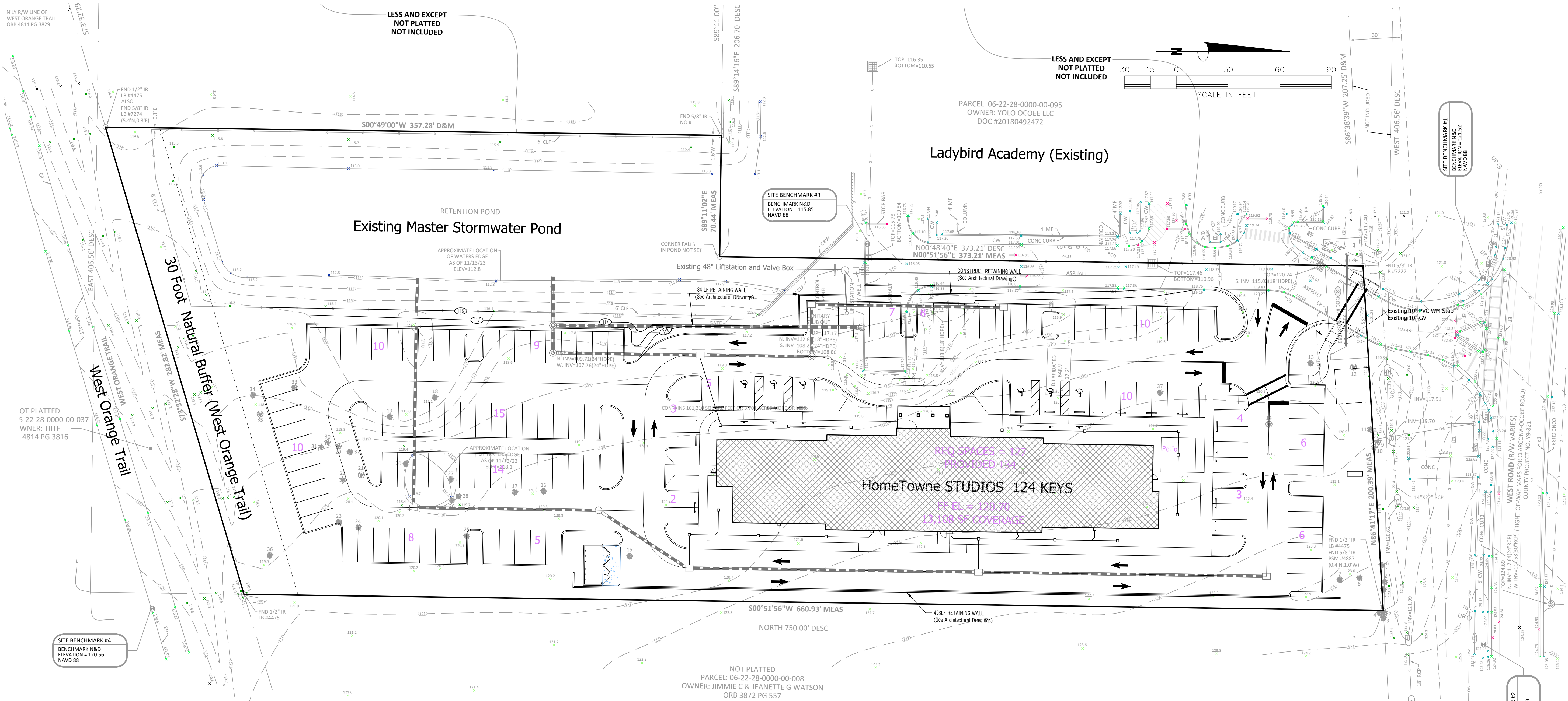
-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional 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











DRAWING TITLE

CENTRAL FLORIDA ENGINEERING CONSULTANTS, LLC

Revisions

Job Number: 20231351.01

Engineer:

Montje S. Plank, P.E.  
License No. 36149

SHEET NUMBER  
PROJ02 of 3

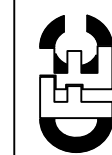
PRELIMINARY PLAN

HomeTowne Studios

City of Ocoee,

Florida

Civil Engineering - Land Planning  
1111 North Ronald Reagan Boulevard, Suite 101  
Longwood, Florida 32750  
Phone Number: (407) 599-7010  
Fax Number: (407) 358-5448  
email: information@floridaceng.com



Revisions

Job Number: 20231351.01

Engineer:

Montje S. Plank, P.E.  
License No. 36149

SHEET NUMBER  
PROJ02 of 3



Development Notes:

TRACT SIZE: 3.701± ACRES  
EXISTING ZONING: PD - COMMERCIAL  
EXISTING LAND USE: VACANT  
PROPOSED LAND USE: HOTEL 124 ROOMS (KEYS)

OPEN SPACE: OPEN SPACE REQUIRED = 3.701 AC x 20% = 0.74 AC  
OPEN SPACE PROVIDED = 1.308 AC or 35.35%

FAR 0.32

BUILDING HEIGHT: MAX. ALLOWED PD = 45'  
PROVIDED 43'6" (Highest Roof Surface FBC)

SETBACKS: BUILDING SETBACKS  
Required  
45' WEST ROAD  
15' WEST (SIDE)  
15' EAST (SIDE)  
50' REAR SETBACK  
Provided  
127.4' WEST ROAD  
85' WEST SIDE  
42' EAST SIDE  
280' REAR SETBACK

LANDSCAPE BUFFERS

Required  
FRONT (NORTH) 7.5'  
SIDE (EAST WEST) 7.5'  
REAR (SOUTH)  
50' NATURAL BUFF.  
Provided  
7.5'  
7.5'  
50'

SUPPORT SERVICES:

WATER - ORANGE COUNTY UTILITIES (OCU)  
ON-SITE WATER LINES TO BE PRIVATELY OWNED, OPERATED, AND MAINTAINED.

SEWER - ORANGE COUNTY UTILITY (OCU)  
ON-SITE SEWER SERVICE TO BE PRIVATELY OWNED, OPERATED, AND MAINTAINED.

STORMWATER MANAGEMENT IS PROVIDED WITHIN THE EXISTING MASTER POND SYSTEM FOR THE LADY BIRD ACADEMY. A MAXIMUM OF 80% IMPERVIOUS COVERAGE ALLOWED.

ONSITE VEGETATION:

EXISTING VEGETATION INCLUDES TREES, WEEDS and GRASS.

LIGHTING STANDARDS:

LIGHTING TO BE CONSISTENT WITH CITY OF OCOC EE REGULATIONS

LANDSCAPING STANDARDS:

SHALL CONFORM TO CITY OF OCOC EE LANDSCAPE REGULATIONS

DESIGN STANDARDS:

PROJECT SHALL COMPLY WITH CITY OF OCOC EE DESIGN REGULATIONS.

CONSERVATION AREAS:

N/A

SIGNAGE:

PROJECT AND BUILDING SIGNAGE TO MEET CITY OF OCOC EE REQUIREMENTS. POLE SIGNS AND BILLBOARDS ARE PROHIBITED.

100 YEAR FLOOD HAZARD:

PROPERTY LIES COMPLETELY WITHIN ZONE 'X'.  
ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER:  
12095C0210F EFFECTIVE SEPTEMBER 25, 2009.

SCHOOL AGE CHILDREN:

N/A

PARK AND RECREATION:

N/A

PARKING:

REQUIRED PARKING:  
1 SPACE PER 1 ROOMS (124/1) 124 SPACES  
1 SPACE PER MANAGER (1/1) 1 SPACES  
1 SPACE PER 3 EMPLOYEES (6/3) 2 SPACES  
1 SPACE PER 6 SEATS 2 SPACES  
RESTAURANT FACILITY (n/a) 0 SPACES  
127 SPACES

PROVIDED PARKING  
REGULAR SPACES (9x20) 128 SPACES  
HANDICAP ACCESS. 6 SPACES  
134 SPACES

PHASING PLAN:

SINGLE PHASE PROPOSED

ELEVATION DATUM:

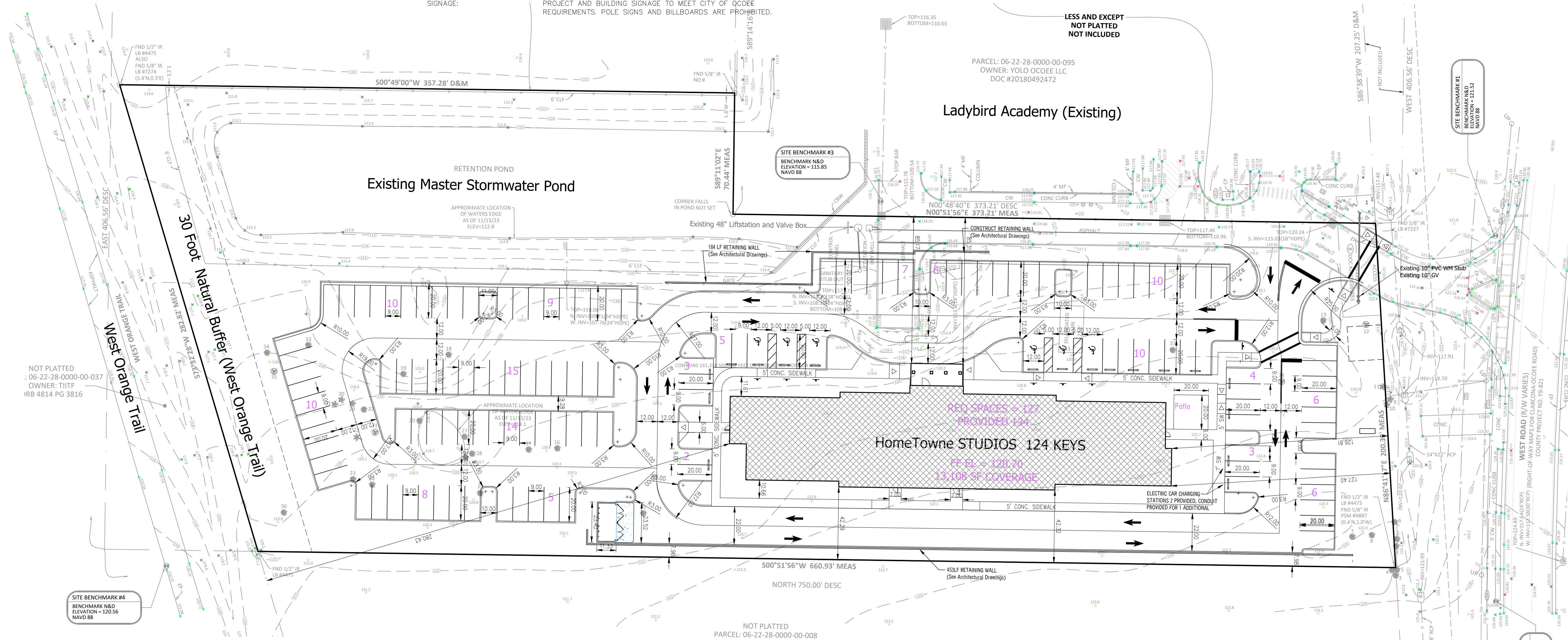
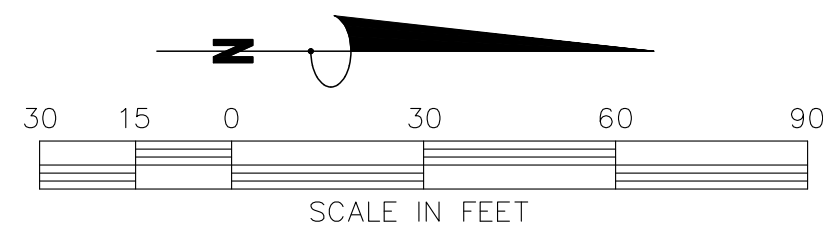
NAVD 88

TYPE OF CONSTRUCTION:

V-A - SPRINKLED UNPROTECTED (PER DEVELOPER)

BICYCLE PARKING PROVIDED:

4 SPACES



NOT PLATTED  
: 06-22-28-0000-00-037  
OWNER: THTF  
IRB 4814 PG 3816

SITE BENCHMARK #4  
BENCHMARK N&D  
ELEVATION = 120.56  
NAVD 88

ALL CURBING TO BE  
TYPE 'D' PER  
FDOT INDEX 300  
UNLESS OTHERWISE  
NOTED.

ALL CURBING TO BE  
CLASS 1, 3000 PSI  
CONCRETE

UTILITY NOTE  
THE CONTRACTOR SHALL NOTIFY THE ORANGE  
COUNTY PUBLIC UTILITIES CONSTRUCTION  
DEPARTMENT 48 HOURS PRIOR TO ANY  
UTILITIES CONSTRUCTION  
PH.# 407-254-9798

OPEN SPACE TABULATION

| Description                | Area (sf) | Area (Acres) | % of Site (%) |
|----------------------------|-----------|--------------|---------------|
| IMPERVIOUS AREA            |           |              |               |
| Proposed Building          | 13,108    | 0.301        | 8.13%         |
| Prop. Paved Surface        | 67,017    | 1.538        | 41.57%        |
| Ex Pav Surface             | 4,738     | 0.109        | 2.94%         |
| POND (Water Surface)       | 19,358    | 0.444        | 12.01%        |
| TOTAL IMPERVIOUS           | 104,221   | 2.393        | 64.65%        |
| Open Space                 |           |              |               |
| Glassed and Landscape Area | 56,995    | 1.308        | 35.35%        |
| Total Site Area            | 161,216   | 3.701        | 100.00%       |



CENTRAL FLORIDA ENGINEERING CONSULTANTS, LLC

Revisions

Job Number: 2023.351.01  
Drawn by:  
Designed by:  
Filename:  
Scale: 1" = 30'  
Date: July 11, 2023

FLORIDA BOARD OF PROFESSIONAL REGULATION  
Engineering Business No. 29173  
Engineer:

Montje S. Plank, P.E.  
License No. 36149

SHEET NUMBER

PROJ30f 3

DRAWING TITLE  
PRELIMINARY HORIZONTAL CONTROL

HomeTowne Studios

City of Ocoee,

1111 North Ronald Reagan Boulevard, Suite 101  
Longwood, Florida 32750  
Phone Number: (407) 599-7010  
Fax Number: (407) 358-5448  
email: information@floridacivil.com

EB No. 29173

Florida



GENERAL ELEVATION NOTES

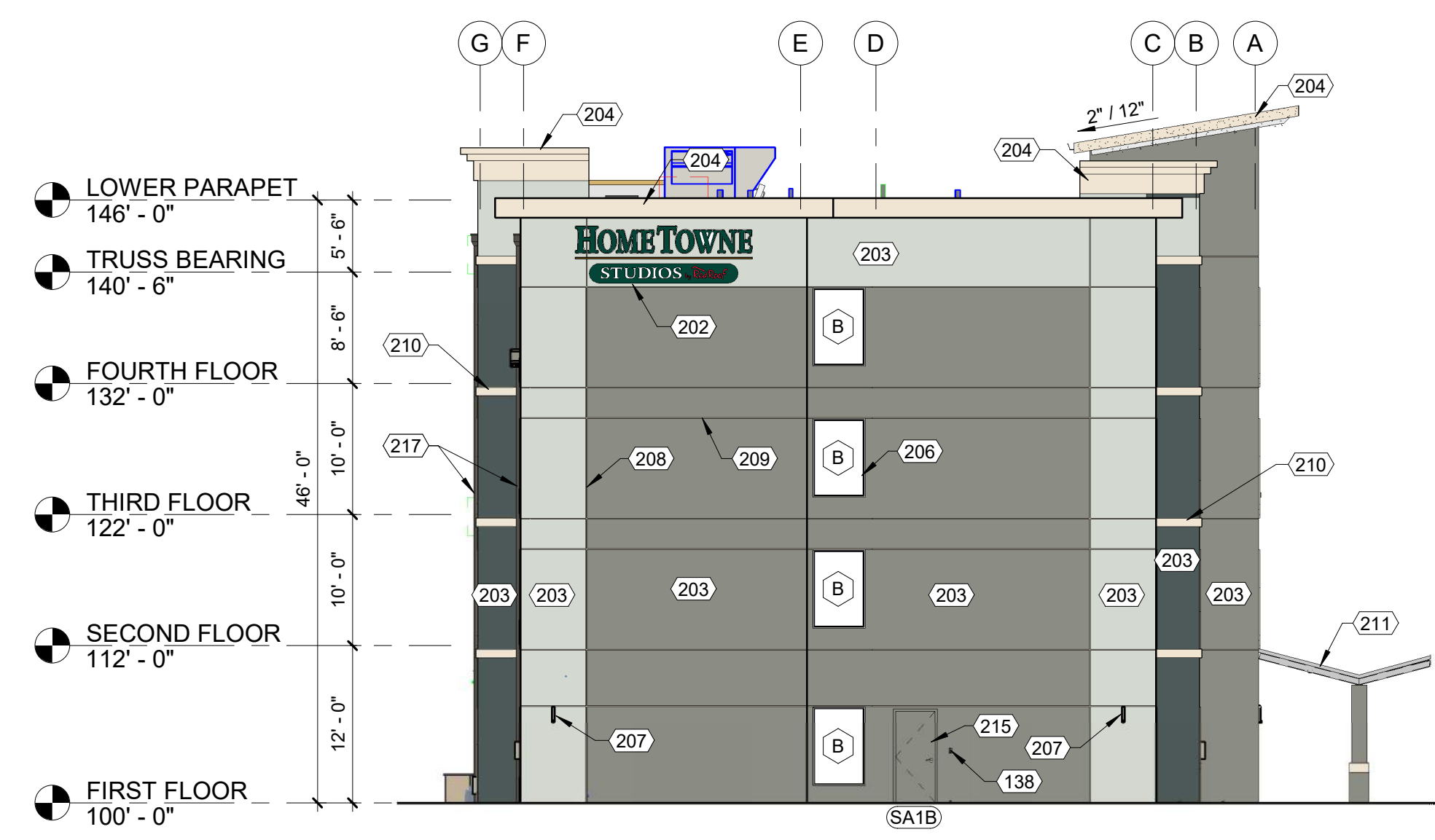
- 1 PROVIDE ELECTRICAL SERVICE TO EACH SIGN LOCATION
- 2 GC TO COORDINATE ELECTRICAL ROUGH-IN WITH CONTRACTOR & SIGN VENDOR PRIOR TO DRYWALL
- 3 EXTERIOR STOREFRONT WINDOW & DOOR FRAMES TO BE CLEAR ANODIZED FINISH
- 4 EXTERIOR LOUVER COLOR TO MATCH ADJACENT WALL COLOR
- 5 COPINGS / FLASHING / GUTTERS & DOWNSPOUTS TO MATCH ADJACENT WALL COLOR
- 6 REFER TO SIGN PACKAGE FOR ALL BLOCKING & MOUNTING DETAILS
- 7 METAL SCUPPER & DOWNSPOUT COLOR TO MATCH ADJACENT WALL COLOR

DRAWING KEYNOTES

- 138 CARD READER @ 48" AFF UNO
- 201 ILLUMINATED EXTERIOR SIGNAGE BY OWNER - COORDINATE BLOCKING WITH MANUFACTURER
- 202 ALTERNATE SIGN LOCATION BY OWNER - COORDINATE BLOCKING WITH MANUFACTURER
- 203 2" EIFS BUILDING SYSTEM
- 204 SHAPED EIFS ACCENT CORNICE & METAL COPING
- 205 THRU-WALL HVAC UNIT - GRILLE COLOR TO MATCH ADJACENT WALL COLOR
- 206 FIXED VINYL WINDOW - REFER TO A602
- 207 SURFACE MOUNTED LIGHT FIXTURE @ 6'-2" AFF - REFER TO ELECTRICAL DRAWINGS
- 208 VERTICAL EIFS JOINT - REFER TO 2/A501
- 209 HORIZONTAL EIFS JOINT - REFER TO 2/A501
- 210 HORIZONTAL EIFS CORNICE
- 211 ENTRY CANOPY - REFER TO SHEET A415
- 212 ALUMINUM STOREFRONT WINDOW
- 213 ALUMINUM SLIDING ENTRY DOOR
- 214 ALUMINUM ENTRY DOOR
- 215 HOLLOW METAL DOOR & FRAME
- 217 8" X 12" ALUMINUM SCUPPER CONDUCTOR HEAD & 6" X 6" DOWNSPOUT - COLOR TO MATCH ADJACENT WALL - REFER TO DETAIL 11 / A501
- 218 SOFFIT MOUNTED LIGHT FIXTURE - REFER TO ELECTRICAL DRAWINGS
- 219 WINDOW TRIM TO BE BEHR N290-1; ORIGINAL WHITE - TYP
- 220 8" X 12" ALUMINUM OVERFLOW SCUPPER - COLOR TO MATCH ADJACENT WALL COLOR
- 221 DRYER OR WATER HEATER VENT AND CAP. SEE MECHANICAL DRAWINGS
- 222 FIXED ALUMINUM LOUVER. SEE MECHANICAL DRAWINGS FOR SIZE AND LOCATION

ELEVATION FINISH LEGEND

- |  |                              |
|--|------------------------------|
|  | BEHR N290-1: ORIGINAL WHITE  |
|  | BEHR N380-5: NATURALIST GRAY |
|  | BEHR N410-2: BROOK GREEN     |
|  | BEHR N440-7: MIDNIGHT IN NY  |





Presenting an exciting new build extended stay option  
from one of the most iconic brands in the lodging industry.



Genuine Relationships. Real Results.®







WE'VE BROUGHT EVERYTHING WE'VE LEARNED  
OVER THE PAST 45+ YEARS TO CREATE  
THE PREMIERE EXTENDED STAY OPPORTUNITY.

- Currently, extended stay is the fastest growing category in the lodging industry.
- Introducing an exciting new build extended stay option from a brand with a 90% overall franchisee satisfaction.
- From day one, Red Roof professionals are available to provide consultation on design and construction, revenue management and staff training.
- Franchisees get Red Roof's distribution channels and a nationally deployed business-to-business sales force.

NEW PROTOTYPE BASED ON WHAT  
EXTENDED STAY GUESTS TRULY WANT:



MORE FUNCTIONAL STORAGE FOR PERSONAL ITEMS

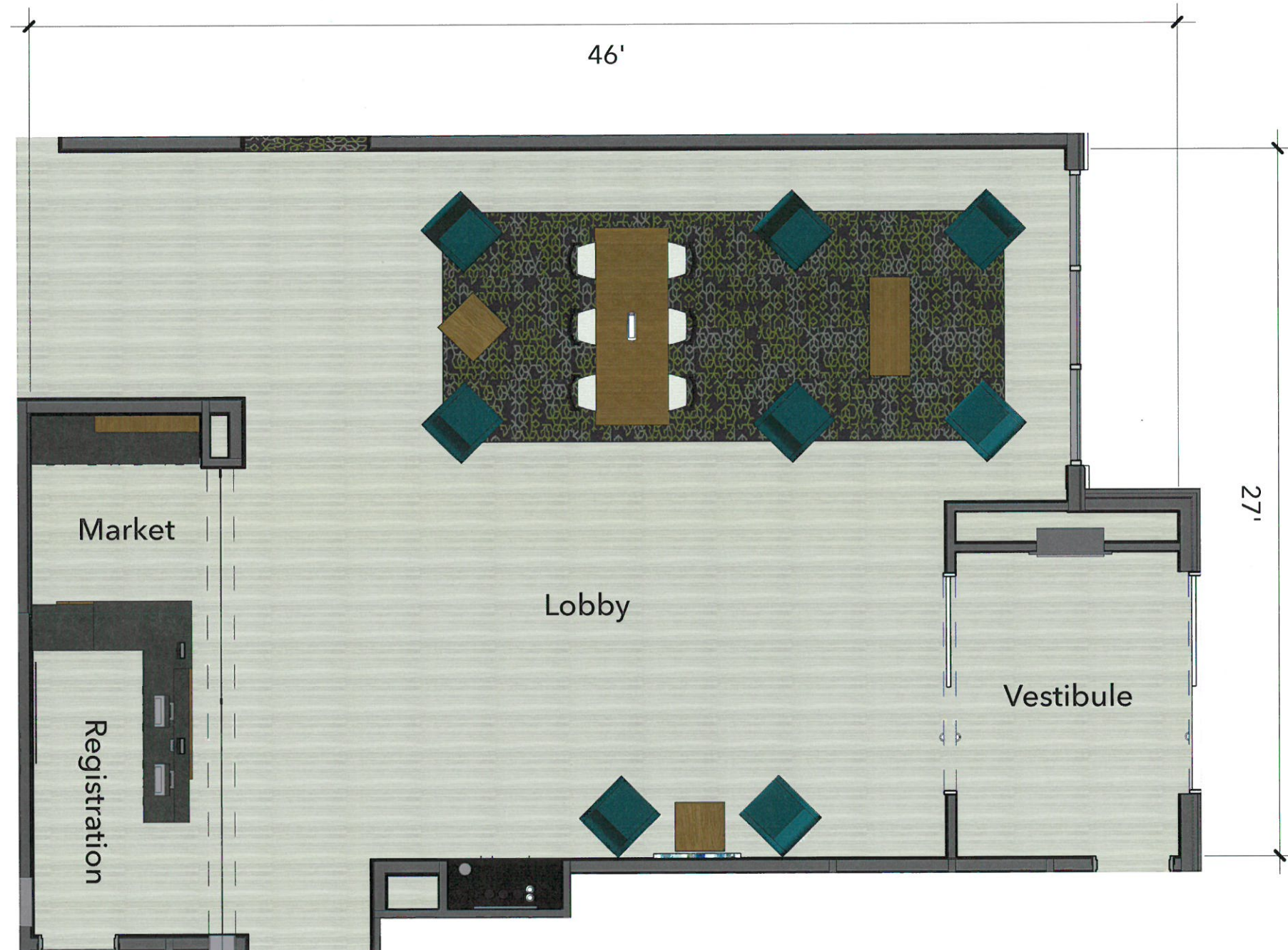
FORM, FUNCTION AND STYLE

CONTEMPORARY DESIGN FOR LONGEVITY AND FUNCTION

COMFORTABLE AND WELCOMING WITH NATURAL COLOR PALETTES

INVITING, OPEN LOBBY

## Lobby Floor Plan





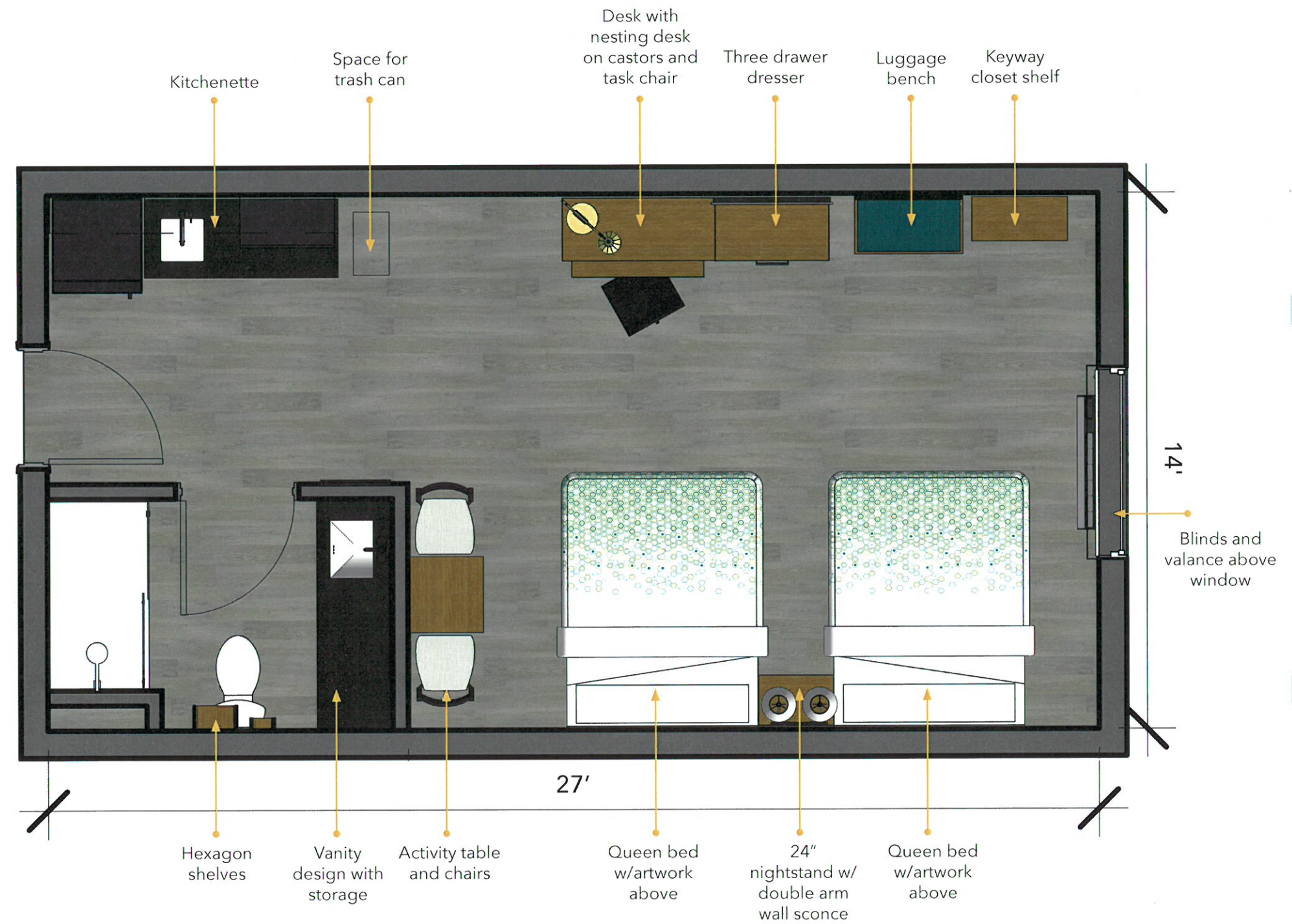


ENHANCED  
LOBBY  
WITH SPACIOUS  
COMMON  
AREA.





## Queen Queen Studio



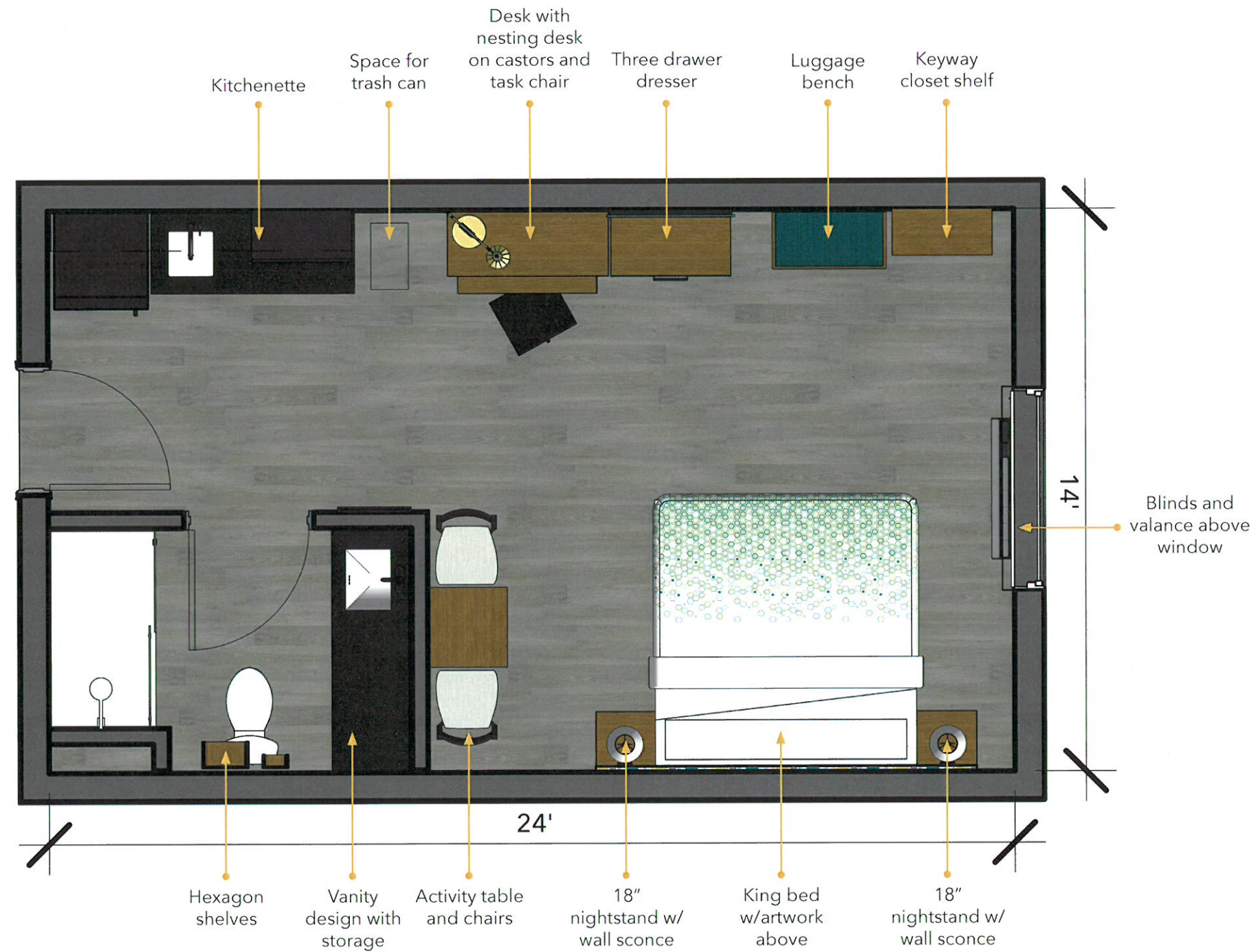




LVT FLOORING  
& FAUX WOOD BLINDS  
THROUGHOUT  
REDUCE ROOM  
ODOR.



## King Studio







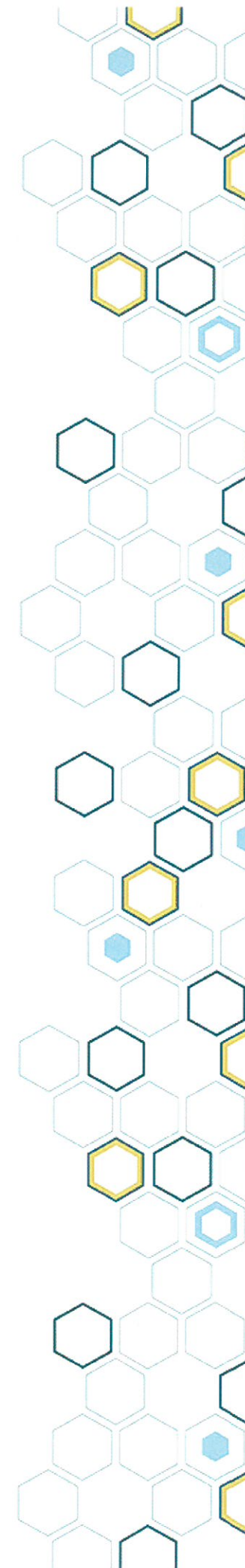
ACTIVITY TABLE &  
CHAIRS ALLOW FOR  
VERSATILE USE FOR  
DINING OR EXTRA  
SEATING.



## King Suite



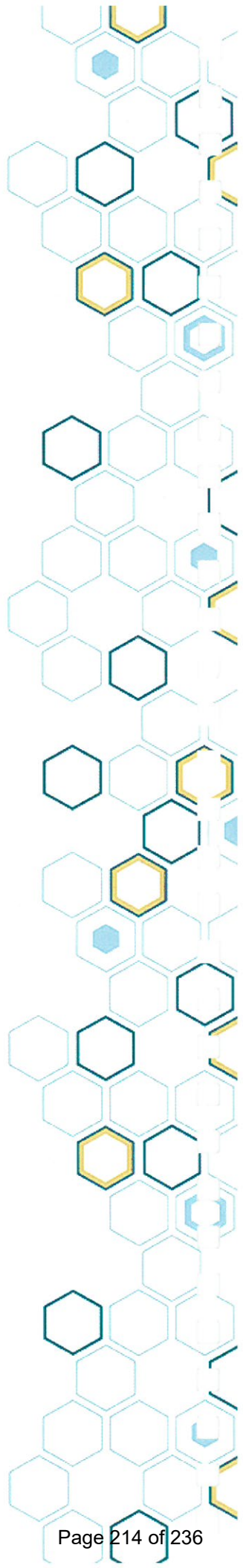






## Amenities

MORE FUNCTIONAL  
STORAGE  
FOR PERSONAL ITEMS  
IN A SPACIOUS,  
APARTMENT-STYLE  
STUDIO





STANDARD



kitchenette /  
refrigerator



free wifi



guest laundry



40" flat panel  
TV in  
living space



extended stay  
guest housekeeping -  
every 7 days



dining table  
and chairs



deluxe queen  
room suites



deluxe king  
room suites



enhanced in-room  
design elements



nesting  
desk

OPTIONAL



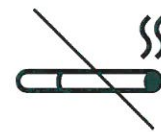
fitness room



market (must  
include vending  
at minimum)



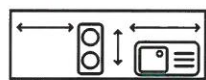
enhanced lobby  
with communal  
area



100% smoke  
free



pets



stone  
countertops



grill



picnic  
area

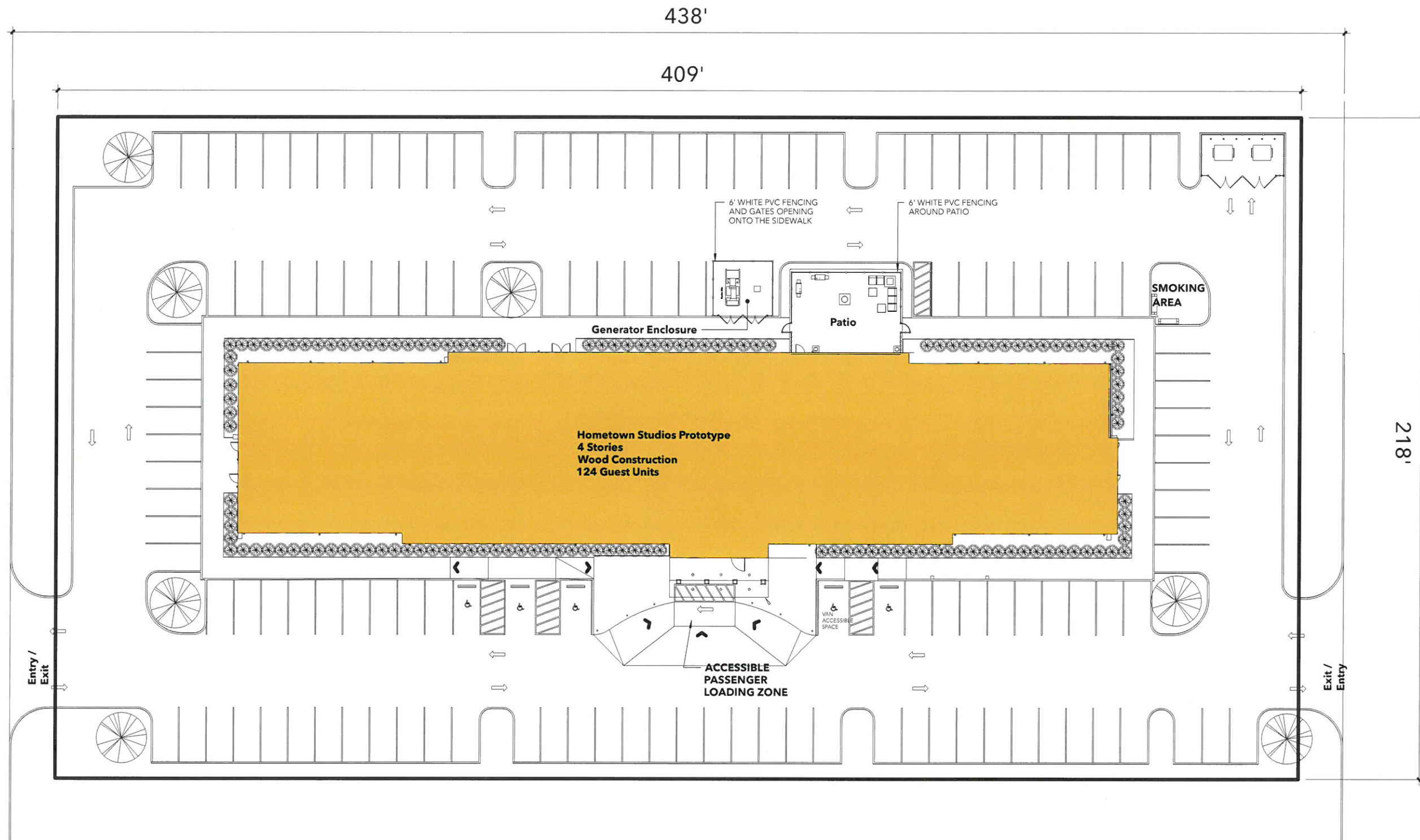


## Exterior Elevations

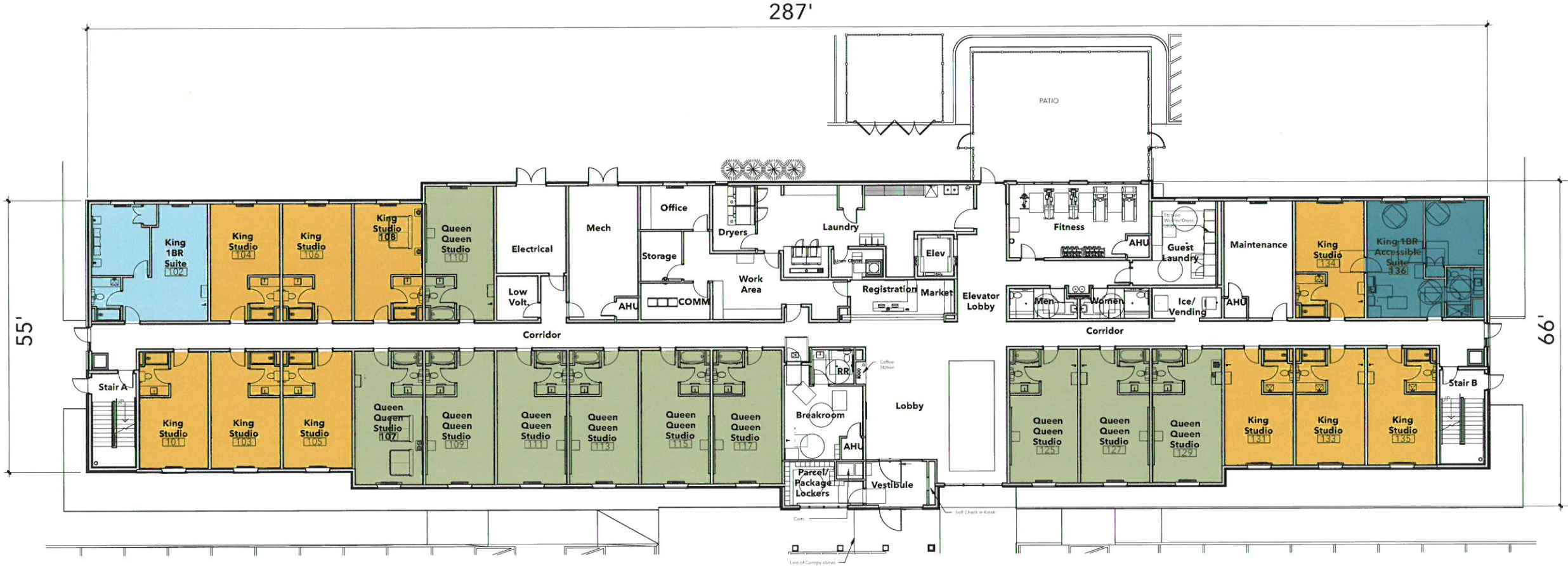




# Site Plan



First Floor Plan Room Types



- King Studio
- Queen Queen Studio
- King 1 BR Suite
- Accessible King 1BR Suite

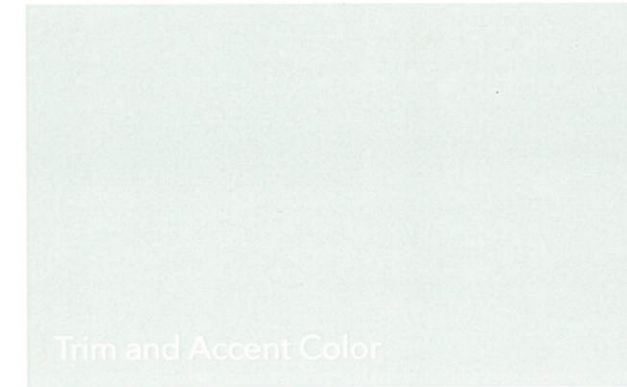
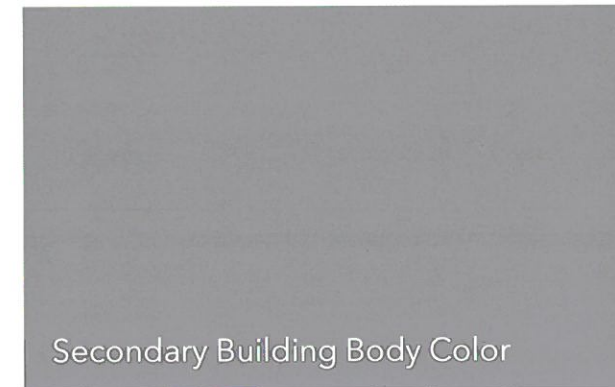
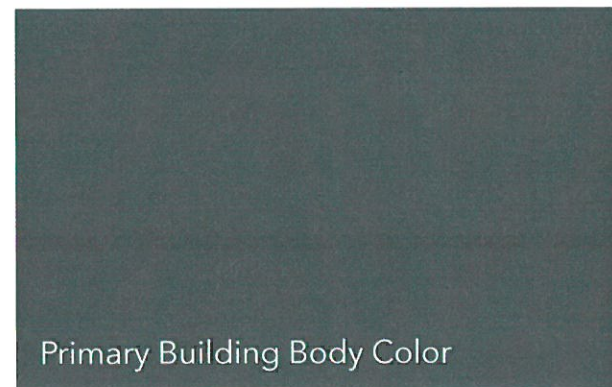


🏠 Second Floor Plan Room Types



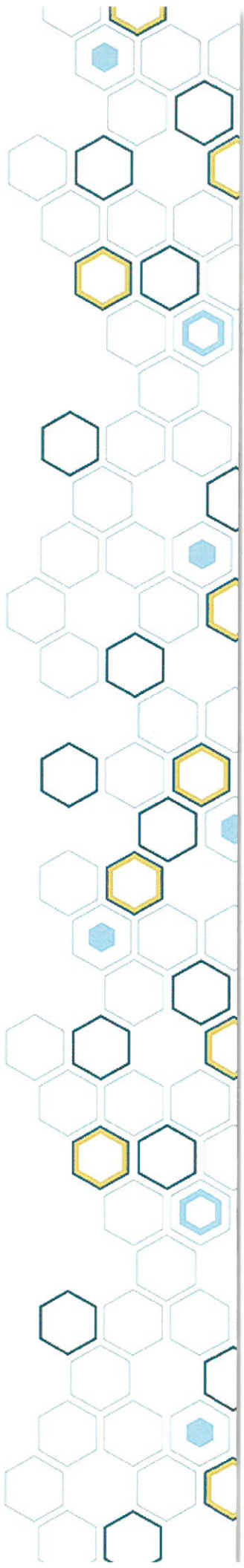
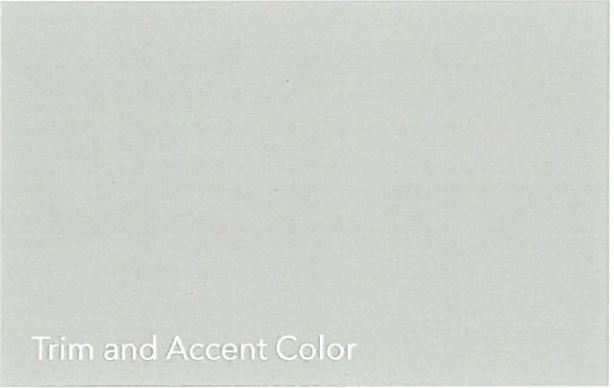
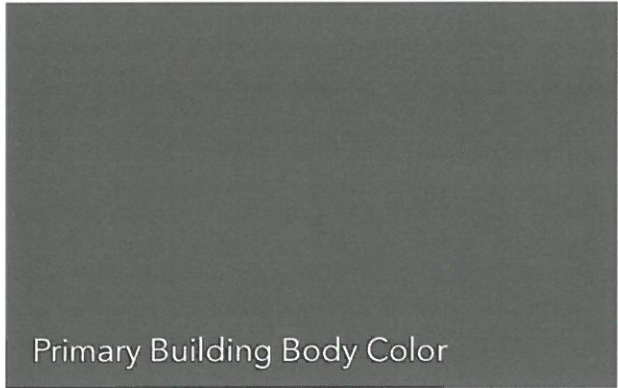
- King Studio
- Queen Queen Studio
- King 1 BR Suite
- Accessible King Studio
- Accessible Queen Queen Studio

## Exterior 1: Green Dusk





🏠 Exterior 2: Classic Green







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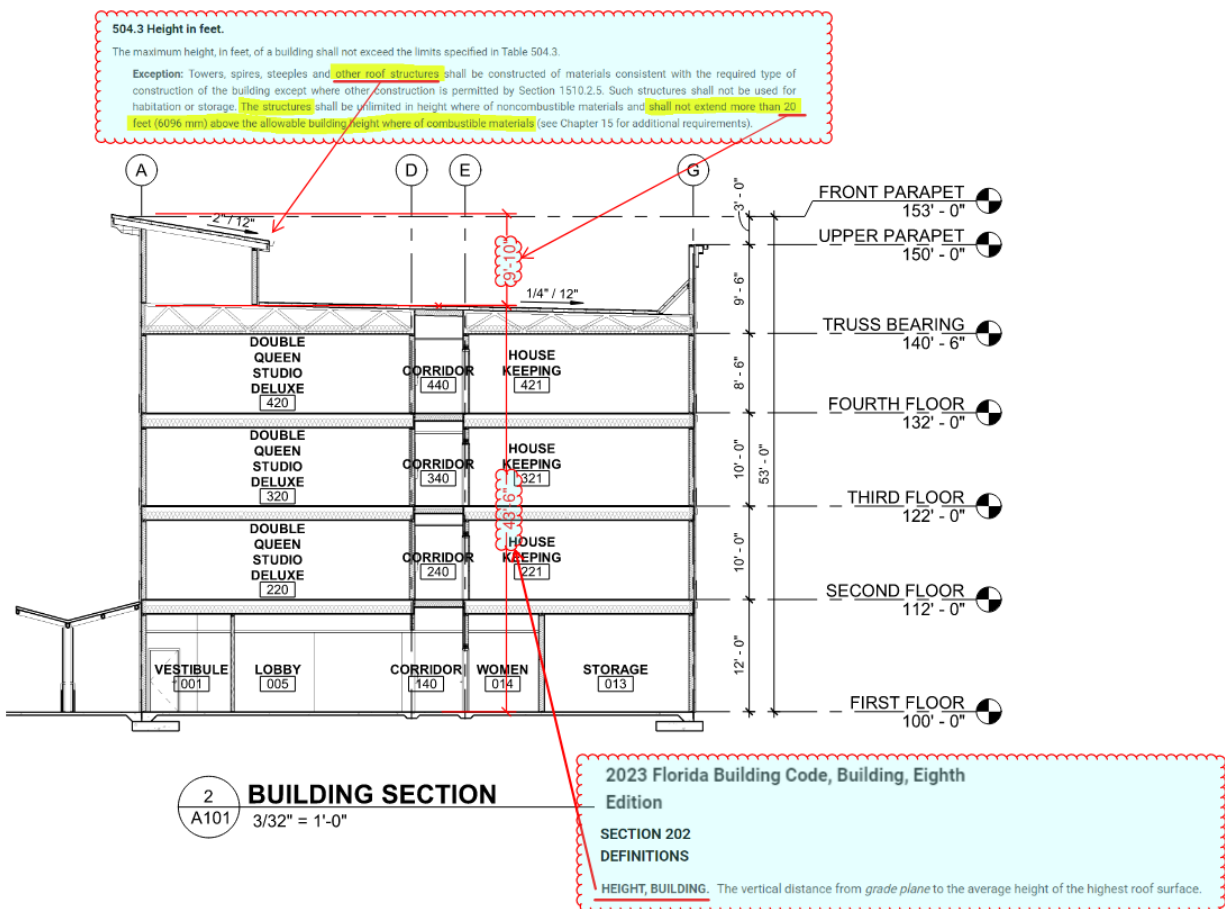
This is not an offer. No offer or sale of a franchise will be made except by a Franchise Disclosure Document first filed and registered with the applicable authorities. For New York: An offering can only be made by a prospectus filed first with the Department of Law for the State of New York. Such filing does not constitute approval by the Department of Law. For Minnesota: #F-5824. Red Roof Franchising, LLC, 7815 Walton Pkwy, New Albany, OH 43054. © 2020 HomeTowne Studios by Red Roof



## HomeTowne Studios – Ocoee

### Buliding Height Response:

The 49 foot building height shown on Civil Drawings is not correct. Please see attached Architectural wall section, and excerpt from the 8th Edition Florida Building Code. FBC Section 202 defines Building Height as “vertical distance from grade plane to the average height of the highest roof surface”. This height is actually (43'-6" PLUS DIST FROM GRADE PLANE TO FFE). The roof parapets and the taller entrance structure are not part of the true roof, but are “other structures” per the Exception to FBC Section 504.3, and are allowed to be up to 20 feet taller than the building height.



# West Orange Times c/o Business Observer

1970 Main Street  
3rd Floor  
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## INVOICE

Legal Advertising

### CITY OF OCOEE

#### NOTICE OF PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL EXCEPTION FOR HOMETOWNE STUDIOS – WEST ROAD REAL ESTATE LLC

**CASE NUMBER: 5-24-SE-032**

**NOTICE IS HEREBY GIVEN**, pursuant to Article IV, Section 4-8, of the City of Ocoee Land Development Code, that on **TUESDAY, SEPTEMBER 17, 2024, at 6:15 p.m.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, located at 1 North Bluford Avenue, Ocoee, Florida, to consider an application for a Special Exception for HomeTowne Studios – West Road Real Estate LLC to be located at parcel ID # 06-22-28-0000-00-008. The subject property contains approximately 3.71 acres and is generally located south of West Road and approximately 750 feet east of the Ocoee Apopka Road and West Road intersection. Pursuant to Table 5-1 of Article V of the Ocoee Land Development Code, a Special Exception approval is required for the use of property zoned C-2 (Community Commercial District) for a hotel or motel use. The applicant is requesting a Special Exception approval for the use of C-2 property for a 4-story, 124-room hotel.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Planning 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 Ocoee 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, and 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 a special accommodation 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.

September 5, 2024

24-02817W

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

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Meeting Date: October 1, 2024  
Item #: 11

Contact Name: Michael Rumer  
Contact Number: Ext. 1018

Department Director: Michael Rumer  
City Manager: Craig Shadrix

**Subject: Centennial Planning Update and Direction. (Acting Assistant City Manager Rumer)**

### **Background Summary:**

May 13, 2025, is the City's 100<sup>th</sup> year anniversary. Based on this significant milestone, the Commission directed staff to proceed with planning activities at the July 16, 2024, City Commission meeting. At this meeting, staff gave a PowerPoint presentation highlighting the proposed outline for the City's centennial celebration which is set to launch in January 2025 and continue throughout the year. The City Commission waived the procurement policy to enable staff to engage a marketing and graphic design firm. Staff presents three action items for the Commission's review:

The City Manager's Office has established several working committees to address different components of the Centennial programs. These committees include: Golf Tournament, Time Capsule, Merchandise, Mobile Exhibit, Centennial Community Celebration, Outreach and Marketing, Mural, Sponsors/Partners, Budget, and Music.

**A. Centennial Logo:** The City Commission approved a contract with Crabtree Ink Creative (this firm created the current City's logo) on July 16, 2024, to develop the centennial logo that will be used on correspondence, marketing and promotional activities, and banners throughout 2025. Direction was given to incorporate the City's logo or at least the passion flower and 100 years. Several variations and modifications were prepared for staff's review. Two (2) centennial logos are provided for the Commission's consideration and selection. The two options were refined and staff is seeking the Commission's selection of the final logo (See attached concepts).

**Concept A** - Incorporates the passion flower in the bottom of the last zero of 100

**Concept B** – Adds a golden ribbon with the word "Years"

**B. Time Capsule:** No centennial is complete without a time capsule to commemorate the year's celebrations for a future generation to discover. Staff created a subcommittee consisting of Parks and Recreation, Community Relations, and Development Services (Planning and Urban Design) to establish both the type and best location for the time capsule. The location proposed is the southeast corner of the Withers-Maguire House due to its historic setting. This area is highly unlikely to be repurposed or demolished. Staff is also requesting the City Commission approve the time capsule. The time capsule will be a 17 cubic foot rectangular stainless-steel vault (47.2" X 30.4" X 15.7") that will be buried. On top of the vault will be a beautifully crafted memorial marker designed to merge the old through its brick foundation and the future through a concrete cylinder with metallic lettering etched to read:

**1925-2025**  
**City of Ocoee**  
**Centennial Time Capsule**  
**Buried 2025**  
**To Be Opened**  
**May 13, 2125**

Additionally, the names of the Mayor and Commissioners may also be added if desired. The concrete marker will need to be larger to accommodate this. Please see Attachment B with the names of the Commission. Staff is requesting approval of the time capsule design with or without the names of the Mayor and Commissioners.

Staff is working on identifying the contents of the time capsule and mechanisms to include items secured from our residents. Please see Attachment B for further information on the Time Capsule.

**C. Mural:** The staff committee has determined the best location for the mural is the western wall of 104 W. McKey Street. The wall is 923sf and textured stucco, painted white. The current property owner, Mr. Joe Daka has granted his permission to use the wall for the mural. The purpose of the Mural is the following:  
*To Promote the City of Ocoee's centennial year and celebration and to inspire civic pride through a prominent visual art installation that reflects the heritage and character of Ocoee and enriches the environment and its users.*

The mural should consist of vibrant imagery that reflects historic, community-life, natural or environmental elements significant to the City. Staff is in the process of developing a call-to-artist program that will result in the shortlisting of 2 or 3 artists. These artists will be asked to prepare a concept and that concept will be presented to the Commission in order to select the preferred concept. The goal is to have the Mural unveiled at the City's Valentine's Day event.

**Other Activities:** The City Commission approved a contract with Beat Creative to support staff with disseminating centennial information via social media. The monthly community markets will be themed based on decades. For example, the January 9<sup>th</sup> market will be themed the 1920s. Staff is in the process of identifying and pricing merchandise for potential giveaways, organizing the golf tournament on February 21, 2025, and working on ideas for the mobile exhibit. A list of proposed activities is attached as Attachment C.

**Issue:**

Should the Honorable Mayor and City Commissioners approve the three (3) action items A, B, and C?

**Recommendations:**

Staff requests the Honorable Mayor and City Commission make selections on items A&B and approve moving forward with item C.

**Attachments:**

1. Logo Centennial
2. Centennial Time Capsule Marker
3. Planned Centennial Events

**Financial Impacts:**

Projects are funded in FY 25.

**Type of Item:** Regular

# Concept A

Attachment 1 – Centennial Logo





# Concept B

Attachment 1 – Centennial Logo



# Concepts

## Attachment 1 – Centennial Logo



Concept A



Concept B



# Centennial Time Capsule Marker

at Withers - Maguire House

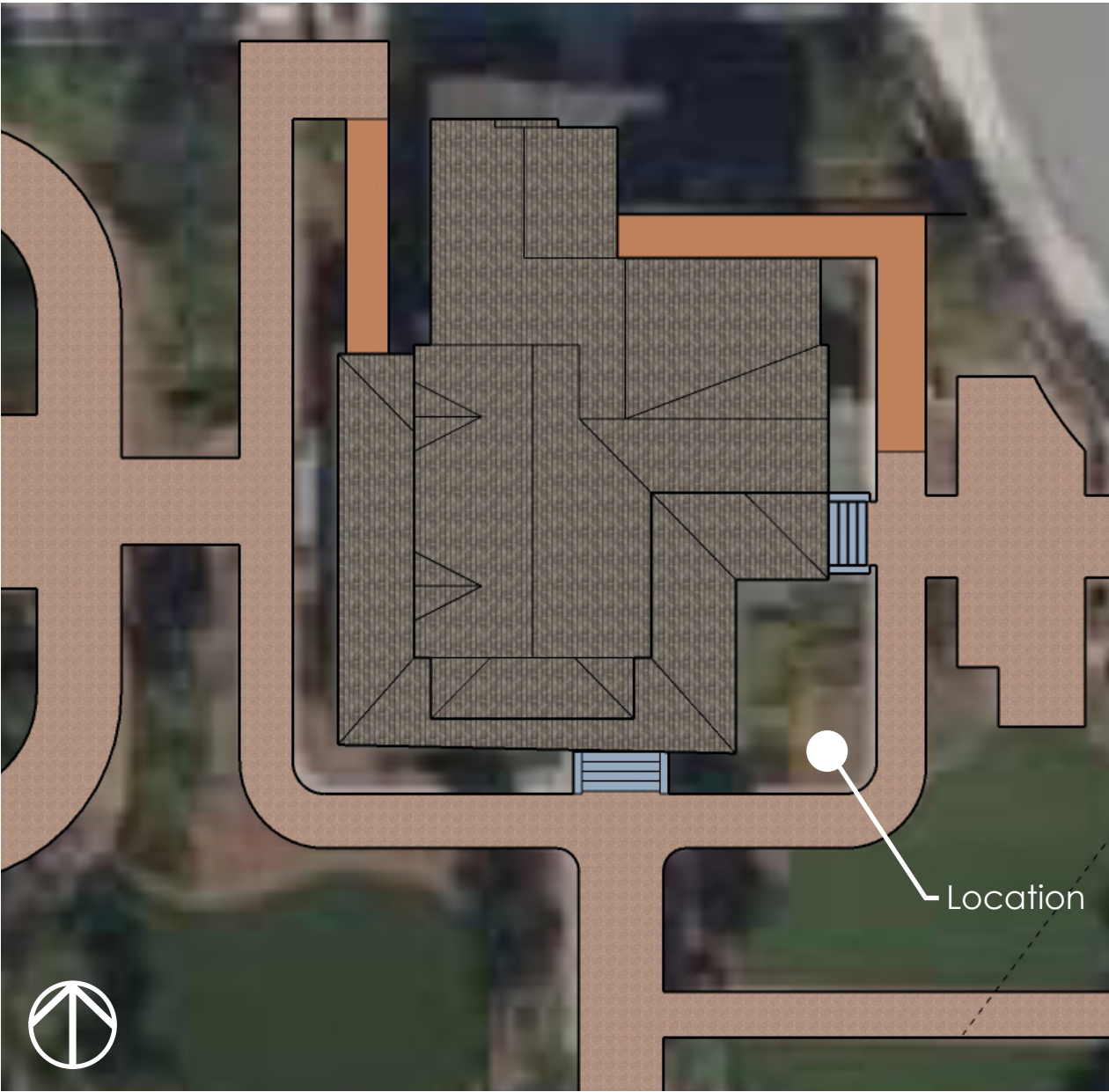
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October 1, 2024



Location



Solution Requirements

The area is very engaging with ground plantings, turf, potted plants, fencing, benches, accent trees, hardscaping, and the ornamental detailing of the Stick-Style Withers-Maguire House.

For this reason, **the marker should be a quiet but visible garden element.**

Materials

Stone, brick, or combination

Orientation

Southeast

Height

Depending upon angle but not to detract from Withers-Maguire House

Other Descriptors

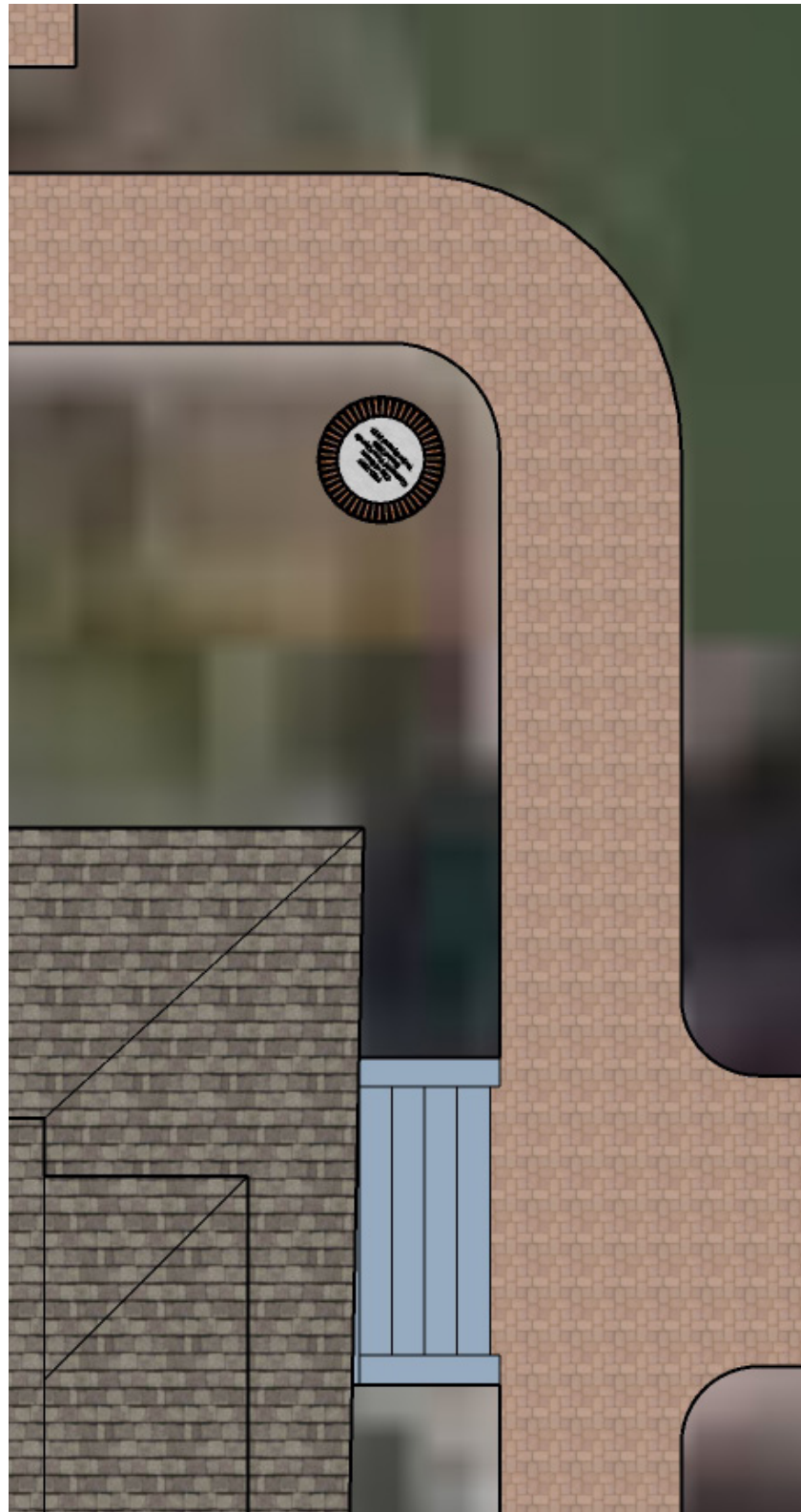
Quiet but visible  
Strong but subdued  
Simple but timeless  
Context-sensitive  
Durable and low-maintenance  
Legible but not distracting  
Anchored and immovable

Possible Time Capsule Items

- 100 Year Anniversary - Proclamation from the City Commission
- 2025 Calendar
- Centennial Memorabilia (cup, pins, shirts, bumper stickers)
- Ask kids from area schools to write a paragraph and/or produce a painting about what they think Ocoee will look like in 2125
- Local schools' 2025 year book
- Notes from the Community – write a letter to a future Ocoee Resident
- An Ocoee Monopoly Game Board
- A photo album of life in Ocoee over the years, hardcopy and disc
- Menus from local restaurants
- Drone shot of the community and/or staff
- Recreation guide
- Prairie Lake Disc Golf Frisbee
- Golf Balls from Forest Lake Golf Course
- Pickleball paddles and ball
- Music Fest Program
- Brochures or List of Services from local businesses
- Healthy West Orange bag of goodies
- West Orange Chamber bag of goodies

Suggestions from the Commission?





### Time Capsule Marker

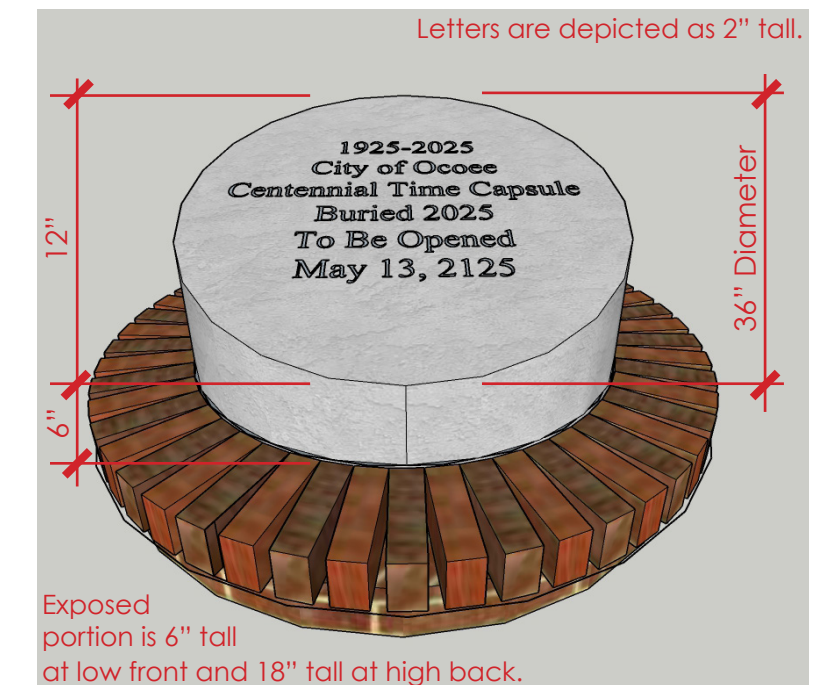
Engraveable Stone Surface  
 Reflecting Adjacent Hardscape Patterns  
 Angled for Viewing  
 Brick Platform  
 Brick to Match Existing Piers  
 36" Center with 52" Base  
 12" and 20" Tall

### Time Capsule Vault

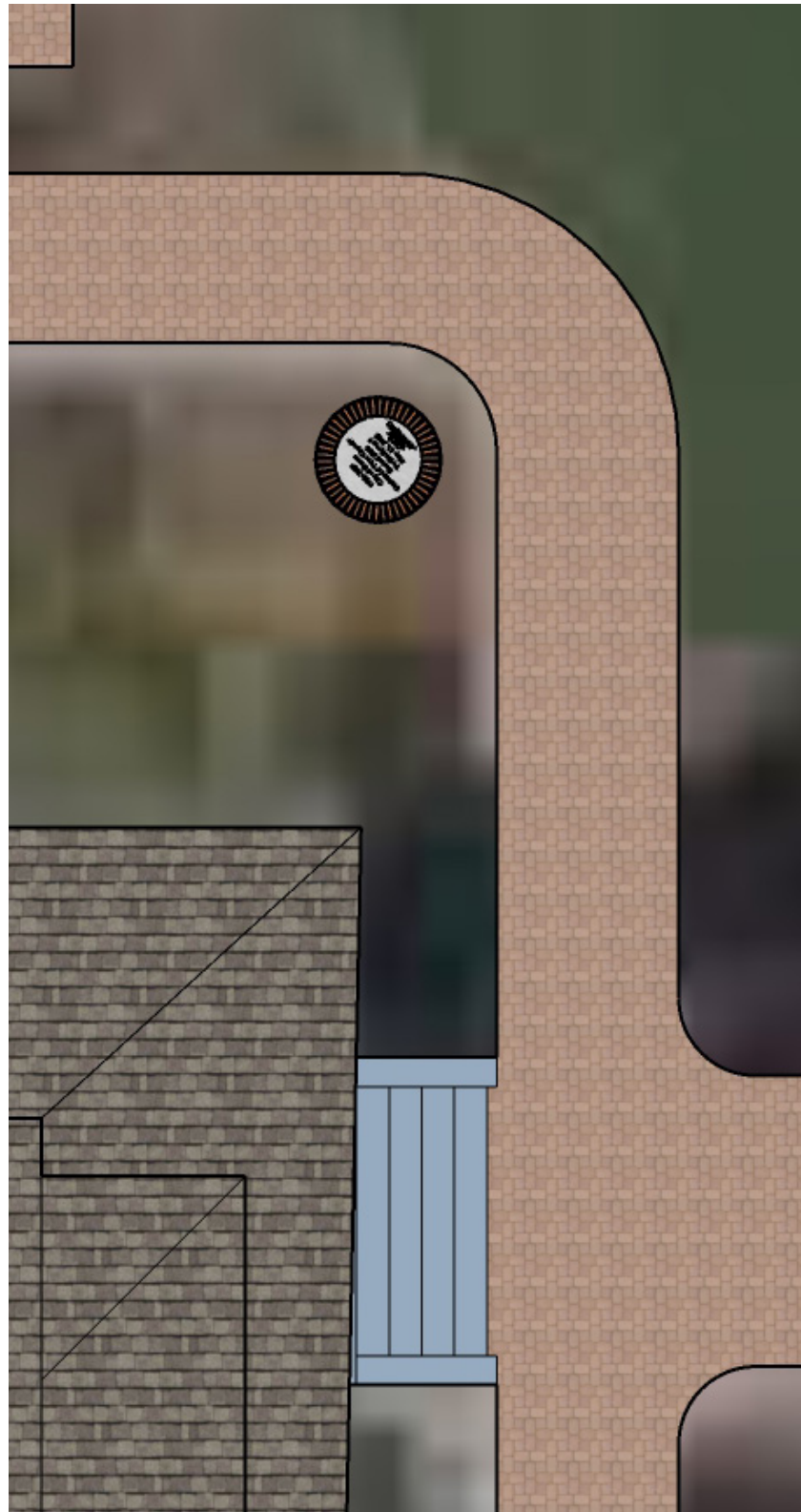
The time capsule vault will be stainless steel.

### Time Capsule Sealing and Opening Dates

The time capsule will be sealed on May 13, 2025 and unsealed on May 13, 2125.







### Time Capsule Marker

Engraveable Stone Surface  
Reflecting Adjacent Hardscape Patterns  
Angled for Viewing  
Brick Platform  
Brick to Match Existing Piers  
36" Center with 52" Base  
12" and 20" Tall

### Time Capsule Vault

The time capsule vault will be stainless steel.

### Time Capsule Sealing and Opening Dates

The time capsule will be sealed on May 13, 2025 and unsealed on May 13, 2125.













# Planned Centennial Events

## Attachment 3

The following is a list of the events that staff is in the process of planning. We seek the Commission's approval to move forward.

### **2024**

|                   |                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------|
| December 2024     | Distribution of Centennial Year City Calendars                                            |
| December 14, 2024 | Christmas Event – Announcement of Centennial Celebration<br>Event Calendar – Coming Soon! |

### **2025**

|                      |                                                                   |
|----------------------|-------------------------------------------------------------------|
| January 2, 2025      | Website goes live and Installation of Pole Flags                  |
| January 9, 2025      | Community Market                                                  |
| January 20, 2025     | MLK Parade                                                        |
| February 6, 2025     | Community Market                                                  |
| February 14, 2025    | Valentine's Day Event                                             |
| February 21, 2025    | Golf Tournament – Forest Lake Golf Course<br>8:30am shotgun start |
| March 1, 2025        | Spring into Conservation Event                                    |
| March 6, 2025        | Community Market                                                  |
| March 27, 2025       | BestFest – Chamber Event                                          |
| April 3, 2025        | Community Market                                                  |
| April 12, 2025       | 100-year 5K Race                                                  |
| April 19, 2025       | Easter Event                                                      |
| May 1, 2025          | Community Market                                                  |
| May 3, 2025          | Police Dept Community Picnic                                      |
| May 9, 2025          | 100-year Centennial Celebration                                   |
| May 13, 2025         | Centennial Anniversary – Time Capsule Installation                |
| June 5, 2025         | Community Market                                                  |
| July 4, 2025         | July 4 <sup>th</sup> Event (featuring community market vendors)   |
| July 19, 2025        | Family Rec Day (City Pool)                                        |
| August 7, 2025       | Community Market                                                  |
| September 4, 2025    | Community Market                                                  |
| October 2, 2025      | Community Market – Hispanic Heritage Month Theme                  |
| October 7, 2025      | PD National Night Out                                             |
| October 24, 2025     | Halloween Event/5K/Kids Fun Run                                   |
| November 6, 2025     | Community Market                                                  |
| November 14-15, 2025 | Ocoee Music Festival                                              |
| December 4, 2025     | Community Market                                                  |
| December 13, 2025    | Christmas Event                                                   |