

APOPKA CITY COUNCIL AGENDA September 05, 2018 1:30 PM APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER INVOCATION PLEDGE

APPROVAL OF MINUTES:

<u>1.</u> City Council regular meeting August 15, 2018.

AGENDA REVIEW

EMPLOYEE RECOGNITION:

- Five Year Service Award Elsa Martinez Public Services/Solid Waste Specialist
- Five Year Service Award Dana Ramsden Public Services/Fleet Management Equipment Mechanic
- Ten Year Service Award Steven J. Landry Police/Support Services
- Ten Year Service Award John C. Reardon, II Police/Support Services
- Ten Year Service Award Frankie J. Henry Public Services/Sanitation
- Fifteen Year Service Award Robert S. Dickey Fire/Suppression
- Twenty Year Service Award Bryan C. Hall Police/Field Services
- Thirty Year Service Award Scott Bruehl Fire/Suppression

PRESENTATIONS:

- 1. 2018 Healthy Community Champion by the Florida Department of Health.
- 2. KaBoom! Playground Design Selection for Alonzo Williams Park.
- 3. UCF Business Incubation Program.

PUBLIC COMMENT PERIOD:

The Public Comment Period is for City-related issues that may or may not be on today's Agenda. If you are here for a matter that requires a public hearing, please wait for that item to come up on the agenda. If you wish to address the Council, you must fill out an Intent to Speak form and provide it to the City Clerk prior to the start of the meeting. If you wish to speak during the Public Comment Period, please fill out a green-colored Intent-to-Speak form. If you wish to speak on a matter that requires a public hearing, please fill out a white-colored Intent-to-Speak form. Speaker forms may be completed up to 48 hours in advance of the Council meeting. Each speaker will have four minutes to give remarks, regardless of the number of items addressed. Please refer to Resolution No. 2016-16 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

CONSENT (Action Item)

- 1. Approve the disposal of surplus equipment/property.
- 2. Authorize an agreement with Property Registration Champions to provide registration services for vacant properties.
- 3. Notification of application for a Federal Funding Grant to purchase portable radar speed signs for the Police Department.
- 4. Authorize the Police Department to execute a traffic enforcement agreement with the Wekiva Preserve HOA.
- 5. Authorize the renewal of a franchise agreement with Advanced Disposal Services Solid Waste Southeast, Inc.
- 6. Authorize the renewal of a franchise agreement with Republic Services of Florida GP, Inc.
- 7. Authorize the renewal of a franchise agreement with USA Services of Florida, Inc.
- 8. Authorize the renewal of a franchise agreement with Waste Management Inc. of Florida.
- 9. Approve extensions of general contractor agreements with AccuTech Construction Inc., CGC Kilfoyle, Inc. and Core Construction Services of Florida, LLC.

BUSINESS (Action Item)

- <u>1.</u> Approve a cost-share agreement with St. Johns River Water Management District for Camp Thunderbird.
- 2. Preliminary Development Plan Carriage Hill Phase II Subdivision Project: JTD Land at Rogers Road, LLC Location: 1455 West Lester Road

Edward Bass

Nasseam McPherson-James, Assistant Director

Dr. Shakenya Jackson

Jim Hitt

Jean Sanchez

<u>3.</u>	Final Development Plan – Autozone Store Project: Calmil Investment Group LP (95% Interest) Kenneth Lee Jureit Trust (5% Interest) Location: 1120 West Orange Blossom Trail	Jean Sanchez
<u>4.</u>	Final Development Plan/Plat – Bridlewood Subdivision (Fka Equestrian Center Subdivision) Project: Laura R. Murphy Location: 359 West Lester Road	Jean Sanchez
<u>5.</u>	Final Development Plan – IHOP Restaurant Project: Calmil Investment Group LP (95% Interest) Kenneth Lee Jureit Trust (5% Interest) Location: 1120 West Orange Blossom Trail	Jean Sanchez
	CHEARINGS/ORDINANCES/RESOLUTION (Action Item) Ordinance No. 2671 – First Reading - PUD Master Plan Amendment – Avian Pointe Project: Apopka Clear Lake Investments, LLC Location: East side of SR 429, north of Lust Road	David Moon
<u>2.</u>	Ordinance No. 2672 – First Reading - "Medtech Campus Overlay District" Project: City of Apopka – Kelly Park Interchange Form-Based Code Amendment	James Hitt
<u>3.</u>	Ordinance No. 2674 – First Reading – 2018 Annexation Cycle 4 – Parcel Project: City of Apopka Location: East side of North Hiawassee Road, south of US 441	Pamela Richmond
<u>4.</u>	Ordinance No. 2675 – First Reading – 2018 Annexation Cycle 4 – Road Right-of-Ways Project: Orange County Locations: North Hiawassee Road, Lust Road, East Votaw Road, North Christiana Avenue, South Christiana Avenue, Vick Road, West Martin Street, E Nancy Lee Lane, and W Nancy Lee Lane	Pamela Richmond
<u>5.</u>	Adopt Resolution 2018-14 a Roll-off Agreement with JJ's Waste & Recycling LLC.	Jay Davoll
<u>6.</u>	Resolution 2018-15 - FY17/18 Budget Amendment.	Jamie Roberson
<u>7.</u>	Resolution 2018-16 - Approve and execute Amendment #2 for the State Revolving Fund Loan for the City's Water Reclamation Facilities.	Jamie Roberson

CITY COUNCIL REPORTS

MAYOR'S REPORT

- Apopka Community Center Renaming.
 Childhood Cancer Awareness month proclamation September 12, 2018.

ADJOURNMENT

TIME	EVENT
5:15pm –	Budget Hearing
5:30pm – 9:00pm	Food Truck Round Up
6:30pm –	CONA Meeting – UCF Apopka Business Incubator
8:30am –	09/11 Memorial Ceremony – City Hall Front Steps
5:30pm – 7:30pm	Planning Commission Meeting
3:00pm –	Childhood Cancer Awareness month proclamation.
7:30am – 10:00am	Apopka First Responders & Community 5K Race
11:00am – 12:00pm	Cookies & Milk with a Cop – NW Orange/Apopka Library
6:00pm –	Code Enforcement Hearing
7:00pm –	Budget Hearing & City Council Meeting
10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden
	5:15pm – 5:30pm – 9:00pm 6:30pm – 8:30am – 5:30pm – 7:30pm 3:00pm – 7:30am – 10:00am 11:00am – 12:00pm 6:00pm – 7:00pm –

MEETINGS AND UPCOMING EVENTS

October 3, 2018	1:30pm –	City Council Meeting
October 4, 2018	5:30pm – 9:00pm	Food Truck Round Up
October 8, 2018	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
October 9, 2018	5:30pm – 7:30pm	Planning Commission Meeting
October 17, 2018	7:00pm –	City Council Meeting
October 22, 2018	10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (407) 703-1704. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Minutes of the regular City Council meeting held on August 15, 2018, at 7:00 p.m., in the City of Apopka Council Chambers.

- PRESENT: Mayor Bryan Nelson Commissioner Doug Bankson Commissioner Kyle Becker Commissioner Alice Nolan Commissioner Alexander Smith City Attorney Cliff Shepard City Administrator Edward Bass
- PRESS PRESENT: John Peery The Apopka Chief Reggie Connell, The Apopka Voice Channel 6 News Channel 9 News

INVOCATION: - Mayor Nelson called on Pastor Steven Coleman, Faithworks Church of Apopka, who gave the invocation.

PLEDGE OF ALLEGIANCE: Jaquan Williams said May 8, 1945, marked Victory in Europe and was known as V-E Day, but this was only partial peace as war continued in the Pacific. On August 6, 1945, the first atomic bomb was dropped on Hiroshima. Three days later another bomb was dropped on Nagasaki and Soviet troops invaded Manchuria. The Japanese government accepted defeat on August 14, 1945. President Truman announced Japan's surrender which prompted celebration throughout the United States for two days and August 15, 1945, became known as Victory over Japan day, also known as V-J Day. He then led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

1. City Council regular meeting August 1, 2018.

Mayor Nelson made notation of a correction that had been made to the minutes under Business, Item 4, where he had suggested a traffic light at Park Avenue and Michael Gladden or Park Avenue and 13th Street.

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan, to approve the minutes of August 1, 2018 as corrected. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith and Nolan voting aye.

AGENDA REVIEW – City Administrator Bass advised there were no changes.

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Presentations:

CITY OF APOPKA Minutes of a regular City Council meeting held on August 15, 2018, 7:00 p.m. Page 2

1. Presentation on Records Destruction

Linda Goff, City Clerk said Mayor Nelson challenged all departments by setting July as Records Management Month. All departments were very responsive and we had approximately 1,400 cubic feet of records that had met the retention schedule and ready for destruction. The Police Department had the largest number of records with over 400 boxes. The Police Department also had the oldest record of a 1953 book of arrest records.

Public Comment: There was no public comment

CONSENT

- 1. Accept and update signatories with First Green Bank.
- 2. Award a contract for the construction of the Kit Land Nelson Park Fitness Trails.
- 3. Authorize the renewal of a roll-off container franchise agreement with Mid Florida Materials for an additional two year term.
- 4. Approval of alcohol sales at the Labor Day weekend event at the Northwest Recreation Complex on September 2, 2018.
- 5. Approve a fee structure for room rental fees at the Apopka Community Center & Fran Carlton Center.

MOTION by Commissioner Nolan, and seconded by Commissioner Smith, to approve five items on the Consent Agenda. Motion carried unanimously with Mayor Nelson and Commissioners Bankson, Becker, Smith and Nolan voting aye.

BUSINESS

1. Buffer Variance Appeal – Hidden Lake Reserve Subdivision

Project: TGINF, LLC

Location: 501 Old Dixie Highway

David Moon provided a lead-in and gave the history of the variance appeal of a decision by the Planning Commission, at its meeting on June 12, 2018, decision to deny a variance request of the applicant to waive a 6-foot high wall within the wetland and upland buffer along the eastern property line of the 92-unit Hidden Lake Town Home Project. He reviewed the location of the site on a map and pointed out the eastern property line where the request was to allow a vinyl fence. He pointed out there was an existing brick wall along Clayton Estates and trees planted along that buffer within the Clayton Estates project. The applicant is proposing on the eastern side a vinyl fence up to the 25-foot buffer from the north and front he south. He reiterated the Planning Commission recommended a brick wall up to the 25-foot upland buffer on each side. He advised that based on the appeal, City Council must affirm, reverse, or remand the variance. If affirming or reversing the contested decision, City Council's decision is final and there is no further action for the applicant to pursue from the City.

Commissioner Becker asked for confirmation on the west side of the property if it was correct that currently the LDC does not require a wall or fence. He also asked if the trees were in accordance with the City's arbor plan.

Mr. Moon advised when residential development is proposed adjacent to nonresidential there isn't a clear requirement that a buffer is required. He said the applicant may be paying an arbor mitigation fee. One option would be to plant additional trees on the west and south property lines. He said they are proposing two-story townhomes and without trees, even with a 6-foot wall, the second floor would be looking out at the school yard. He advised that as part of the procedures the City Council may impose additional requirements which in their judgement are required as a result of unique circumstances with respect to the site and the zoning district. He affirmed that staff has had no discussions regarding this matter with the Orange County School Board planning staff. He affirmed that Council's action on this case only applies to the eastern boundary. The next case is the preliminary development plan for the entire project and buffering can be further addressed at that time.

Commissioner Becker said the reality is that the Bradshaw Road extension is not likely to be improved anytime soon. He said the masonry wall is extending around to the points indicated and where the applicant is proposing the alternate style of fence where the significant grading is to occur. He stated in the spirit of the LDC, they are doing right by the people they are directly abutting.

Alan Goldberg, Manager of Old Dixie 15, LLC, said there was a lot of discussion by staff, although this portion is held to the variance request denial and their appeal of the denial. He stated North Bradshaw Road is a 25-foot right-of-way which is heavily treed and will probably never be developed. He said the discussion that this is a roadway and needs to be buffered does not make sense to them which is why they appealed the decision from the Planning Commission. He stated they would be discussing amenities and buffers during the Preliminary Development Plan. He advised they have met with staff to discuss the variance and agree on a final decision. Their proposed plan along the North Bradshaw boundary is basically vinyl fence along that boundary line. In exchange, they agree to put in a masonry wall along the entire western boundary.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Becker, and seconded by Commissioner Bankson, to approve the appeal. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith and Nolan voting aye.

Mr. Moon requested clarification on what Council's interpretation is of where the masonry wall is going and the vinyl starting.

Commissioner Becker said it is the understanding that from the north and south there will be either a masonry or brick wall up to a certain point and the remainder will be vinyl.

 Preliminary Development Plan – Hidden Lake Reserve Subdivision Project: TGINF, LLC Location: 501 Old Dixie Highway Jean Sanchez, Planner, reviewed the request for the Preliminary Development Plan for Hidden Lake Reserve. She said Council just heard the variance appeal and this is a carryover from the last hearing on July 18, 2018.

Alan Goldberg said after the last Council meeting and discussion with staff, it was obvious to them the Council wanted to see a stronger wall up against the school rather than a vinyl fence. He said being proposed in this plan is allowing the applicant to have vinyl fence along the Bradshaw Road extension property line, continue the buffer with wall along Old Dixie Highway, and a 6-foot masonry wall along the entire western boundary of the property. He stated the last Council meeting also included discussion of amenities and how the Code read as to what is required. He said the question was whether they would be required to have a swimming pool as part of the amenities. He affirmed they are proposing an enhanced tot lot with the mail kiosk in the same area, they will have an asphalt path around the lake which is the focal point, an observation deck at the lake, and if possible they will have a dog park. He requested Council to approve that they not be required to have a pool.

In response to Commissioner Smith's inquiring about the fence, Mr. Goldberg advised the fence will stop at the wetland line as they cannot do any construction in the wetland area.

Commissioner Becker said now that the appeal is complete, they are looking at this particular design. He stated at some distance of the property that immediately looks at Bradshaw at the intersection, he would like to see the masonry wall wrap at that area.

Commissioner Bankson said he would like to see the masonry wall wrap around more for aesthetics in the visible area.

Commissioner Nolan agreed saying she would like to have it brought to the end of the townhome lot to which Mr. Goldberg said they were agreeable to do that.

Discussion was held regarding the path and ADA compliance.

Bobby Wanas, Engineer for the project, said the observation area and trail around the lake would be a flat area. He explained the trail will be on top of the maintenance berm. He advised there was a small one foot grade change over 10-feet of distance. The slope of the topography from the recreational area down to this area will be a stair step down and would not meet the ADA accessibility due to the conditions of the land.

Mr. Moon advised they were not at the Final Development Plan and all of the final grading is not known at this point. He stated they would also have to go through the St. Johns Water Management District and meet their requirements. He stated in staff discussion, they could not find any requirement to make the trail ADA accessible.

Mr. Goldberg made a commitment of when going through the final engineering they will very seriously look into this option.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Becker, and seconded by Commissioner Bankson, to approve the Preliminary Development Plan subject to the masonry wall wrapping around to the end of the townhome line on the south eastern portion of the property and the applicant explore ADA compliance in their final grading and final development plan. Motion carried 4-1 with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye and Commissioner Smith voting nay.

3. Approve Interlocal Agreements between Orange County Fire Rescue & the City of Apopka Fire Department.

Chief Carnesale provided a presentation on the three Interlocal Agreements between Orange County Fire and Rescue and the City of Apopka Fire Department. He said Orange County Fire Rescue came to the City of Apopka Fire Department and made a proposal for them to take over the Fire and Rescue services from Fire Station #29, located on Kelly Park Road near Kelly Park. He introduced Chief Otto Drozd and Division Chief David Rathbun of Orange County Fire and Rescue. He said this area will be covered by Station 2 on Welch Road and Station 5 on Firehouse Lane. He pointed out that 20 square miles of the area is part of Wekiva State Park and the State Park handles their own area. The calls in Station 29's area are generated from Rock Springs Road corridor and Kelly Park, Mt. Plymouth, and Plymouth Sorrento areas.

He affirmed the agreements were reviewed by legal and the recommendation is to approve the three Interlocal Agreements with Orange County Fire and Rescue for one year with the option for automatic renewal.

MOTION by Commissioner Bankson and seconded by Commissioner Smith, to approve the Interlocal Agreement between Orange County Fire Rescue and the City of Apopka Fire Department to provide Fire and EMS services to the area presently being serviced by Orange County Fire Station 29. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, and Nolan voting aye.

MOTION by Commissioner Becker, and seconded by Commissioner Nolan to approve the Interlocal Agreement between Orange County Fire Rescue and the City of Apopka Fire Department to provide automatic-aid to areas of unincorporated Orange County where Fire Station 29 would normally provide service.

MOTION by Commissioner Smith, and seconded by Commissioner Nolan, to approve the Interlocal Agreement between Orange County Fire Rescue and the City of Apopka Fire Department to provide Mutual Aid services between each agency in times of natural disasters, large scale incidents, or catastrophic events.

4. Discussion on School Resource Officers

Chief McKinley said they have added four new SRO's to the elementary schools to comply with the Marjory Stoneman Douglas Act. He reported the reimbursement amount has raised

from \$41,930 to \$45,000 per SRO as well as \$45,000 for a supervisor dedicated to the SRO Program.

MOTION by Commissioner Bankson, and seconded by Commissioner Nolan to approve the SRO Agreement. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

Council recessed at 8:12 p.m. and reconvened at 8:18 p.m.

5. Approve the termination of the Red Light Camera Agreement with American Traffic Solutions Inc. (ATS)

Edward Bass, City Administrator, said during the Budget Workshop on July 5, 2018, Council had discussions regarding direction of the Red Light Camera Agreement with ATS. He advised that according to Amendment 3 of the agreement, the City can terminate the agreement upon a 30-day written notice. If the agreement is terminated, there will be a phase-out period to assure that all red light traffic tickets issued through December 31, 2018, are processed and all final invoices paid to ATS. This will be coordinated by staff with ATS.

Commissioner Becker said the recommendation in the staff report is to approve the termination of the Red Light Camera program. He inquired why this is being proposed, to which Mr. Bass said discussions held was toward ending the agreement. He stated staff needs direction in preparing the budget as to what revenues to include.

Commissioner Becker said the proposed budget at the workshop had \$463,000 in revenue through the end of December with the corresponding expense of a cost back to ATS of \$300,000. The net revenue the City would see is \$163,000. He said a lot of the talk in the community and media is that if we extend this another year it will solve our gap and that is not the case if using the numbers in the budget worksheet.

Mayor Nelson opened the meeting to public comment.

David Leavitt said he lives in Seminole County and he said an alternative for traffic safety is the DDACTS System that stands for Data Driven Approaches to Crime and Traffic Safety. He said this is sponsored by the National Highway Transportation Safety Administration. He stated the City of Altamonte Springs uses this system and he asked that the City of Apopka take a look at this stating it concentrates police resources in areas where the data shows the need.

Brad Dreasher said he is from Orlando and he is here as a representative from American Traffic Solutions. He said it is critical all understand the impact of the decision made here tonight. He said the safety program that has been endorsed by the Apopka Police Department is used as a safety tool to capture red light violators, breaking the law and putting the community at risk, but it is also used as a crime prevention and apprehension tool as numerous videos have been used to identify criminals. He stated this is all at no cost to the City taxpayers as this is a violator funded program. He said the cameras provide 24/7 enforcement for red light runners so the officers can focus on policing efforts. He said 84%

of violators never receive a second infraction and this supports driver change behavior. He reiterated this was a violator funded program and was no cost to the taxpayers. He said statistics have shown that cities that have turned off their red light camera programs have had an increase in crashes at signalized intersections. He said automated enforcement technology helps save lives. He stated he hopes when Council makes their decision tonight that they keep the safety of the community their first priority.

Commissioner Becker said ATS has been the provider of red light cameras in Apopka for 12years now. He said he has not seen a data sheet from ATS to show how the cameras are working in the city. He said the Police Department did provide data last year during the conversation of red light cameras, but he would view ATS more as a partner type of solution rather than a vendor providing a service and he has not seen that. He said data on ATS website is older data from 2008, 2009. He asked how they explain the notice of violations increasing from 2014 to 2016 in the City of Apopka from 22,000 to over 30,000. He stated the Florida Integrated Report Exchange system in terms of crash finds in the City of Apopka, it has been increasing. He said there is an assumption made that the cameras are going to prevent somebody from doing something when they may have had a symptomatic reason for why they ran that intersection. He declared there was a big disconnect from the value he sees ATS providing as a partner in terms of providing information on data collected.

Mr. Dreasher said the Police Department did a very thorough presentation to Council a year ago and they included data from 2006. He reiterated this is a tool that can be used to help discipline and change driver behavior.

In response to Commissioner Bankson inquiring what percentage the City pays to ATS, Mr. Dreasher said they are not paid a percentage as the state does not allow percentages, but they receive approximately \$760,000 a year and the state receives approximately \$1.7 million. He said the violation is \$158, the state receives \$83 and the city receives \$70.

William Gusler said this gentleman here from ATS is being well paid by ATS to be here tonight. He said it is not motivated by his concern of our safety. He said there was a great discussion of it being all about safety and when the budget workshop was held it was all about revenue. Tonight it is changed to crime prevention. He said the fact was that ATS is here, as any company would be, to defend their profits. He stated the statistics are very vague, very old, and they do not have a lot of data to back them up. He said it was stated that there were 711 videos used by the police department, but how many of these were relevant. He declared setting up cameras on the corners was cheaper than red light cameras and these could be done by ourselves for surveillance. He said there were reports that clearly shows they do not make a difference in safety, in some instances rear end crashes have gone up drastically. He stated he was 100% against red light cameras.

Mary Gusler said she was here in support of getting rid of the red light cameras.

Derek Ryan said he lives in Apopka and he is Chair of the Libertarian Party and representing them. He stated as a landscape salesman covering the Central Florida market he travels our roads three to four times the frequency of a typical driver and because of this, on occasion he has received that letter in the mail with a photo of his license plate for driving through a red light. He said every time he receives one of these he fights them and beats them because they have no legal legs to stand on and are nothing more than government intimidation to generate revenue. He declared he was far more willing to take the risk and hire a private attorney firm to fight these tickets than to give his money to government out of fear so it can be mismanaged. He said ATS has made plenty of money in Apopka at the expense of people who are just trying to go to work and have committed no crime with no victim. He said as a libertarian he despises red light cameras, and property taxes. He said he recognizes the budget woes and hopes the city will terminate the contract with the red light cameras, raise the property taxes if they must, get the budget balanced and lower the taxes in the future.

Glen Chancy said a state of the art study commissioned by the Chicago Tribune concluded the red light cameras did not reduce injury related crashes overall. The biggest take away is the overall program seems to have had little effect. The question now is if a certain type of collision is eliminated and increased the other type, and it overall stays the same, is there an argument that it is fair to go with the program. He said the House of Representatives in Florida have already voiced their opinion on this issue. The last three years in a row the House has voted by over 80 votes to ban red light cameras in the State of Florida. It has not gone through the Senate, but he said anytime you can get 80 House members to vote against revenue, there has to be something involved we need to pay attention to. He stated this contract was debated being renewed here and the Apopka Police Department said the goal is to reduce citations. He said if the program was working there would be no debate and the program would have to be funded from general funds. He stated that of three individuals on Council that voted in favor of the cameras, two have faced the electorate and no longer here as they were beaten by anti-camera candidates. He said the people voted and they want their voice heard.

Henry Bentley congratulated the new Council members and said he trusts they will vote on what they ran on. He said it had been requested that one second be added to the yellow light as studies showed if adding one second to the yellow light, running red lights go down tremendously and so do accidents. If the cameras are for safety, add that second like they did for one month. He said he looked forward to Council banning the cams.

Commissioner Bankson said they tried to extend the time of the yellow lights and it was his understanding the state told us this could not be done.

Richard Earp, City Engineer, acknowledged he is not a trained traffic engineer. He said both Pam Richmond and Jay Davoll, Engineer, have been trained in traffic. He said the engineer that designs the timings is a 25-year engineer and it is very specific and there is a formula. He said FDOT has been asked recently to reevaluate the light timings along the corridor and they are in the process of doing that now.

Mark Schmidter of Orlando said he has listened to all those who talked before him and everything they are saying really does not make any difference, because the Florida Constitution, Article I, Declaration of Rights, Section 1 Political Power states "All political power is inherent in the people. The enunciation herein of certain rights shall not be

construed to deny or impair others retained by the people." He declared the people have the final say so here. He spoke of an article in The Apopka Voice that polled with an overwhelming margin renewed their disdain for red light cameras. He reiterated the people make the decision, not ATS and not the City Administrator, as the people have spoken. He went on to reference F.S. 876.06 that gives people the right to petition for redress of grievances. He stated they do not want red light cameras and the Council as public officers have to do what they say. He went on referencing the Florida Constitution, Article II, Section 5 Public Officers states that "*Each officer, before entering upon the duties of the office, shall give bond as required by law, and shall swear or affirm*:..." He declared that not obeying the Constitution, violates the Oath of Office, and they have to have a surety bond. He said violation of the oath of office is a \$250,000 fine. He reiterated the people do not want red light cameras.

Marty Varble spoke against the red light cameras and said they deed to get rid of the cameras. He said they were money making and not for public safety. He said if it were public safety the ticket would be issued to the operator of the vehicle, not the owner of the vehicle.

Allison Varble said she was against red light cameras, stating they are money maker and only the people that install them make the money. She stated they do not stop accidents, but rather they create them. She said the frequency of some of the cameras are set at a different pace, citing Piedmont Wekiva as an example, stating timing changes from day to night. She said companies that have employees that have to drive through Apopka have told their employees to go around and avoid the cameras.

Mr. Earp said it was not uncommon for traffic signals to operate different at various times of day/night. He said they are also impacted by emergency vehicles getting priority in the intersection. Many intersections have detection mechanisms and give preference to where the traffic is.

Rod Olsen of Apopka said he spoke to the Insurance Institute of Highway Safety and red light cameras reduce injury crashes by 25-30%. The Federal Highway Administration said right angle crashes show a 22.8% injury rate as opposed to a 5.2% injury rate in rear end crashes. Center of Disease Control said they increase in rear end crashes, reduce side impact crashes, and reduces overall crash severity. He said safety is the most important thing.

No one else wishing to speak, Mayor Nelson closed the public comment.

Commissioner Nolan said she appreciated the calls and emails from the public. She said the cameras are something the citizens are not wanting.

Commissioner Bankson said it is the will of the people and this is what determines what they need to decide, as well as the information they have to factor in. He has had arguments on both sides and both are passionate. He stated the best he can determine is that it seems to be the will of the people. He wants to make sure citizens have the right information, such as a right turn on red if not turning over 12 mph you will not be given a ticket.

Commissioner Becker said he didn't have anything to add, other than reducing notice of violations was the primary goal and in 2014 there was 22,283, 2015 had 23,204, 2016 there were 31,733, and in 2017 with eight cameras offline there were 26,602. He reiterated that this is not going to solve the budget deficit. He said there were too many things that do not add up to it having the safety impact people think it does.

Mayor Nelson said one of the best reports he has seen on red light cameras was Criminal Deterrence when there are offsetting risks. He said this was about Houston that went dark for a while on red light cameras and it reported that the cameras changed the composition of accidents, but no evidence in reduction of total accidents or injuries. He said he ran on getting rid of red light cameras and stated he voted for the cameras when he was in the legislature and a couple years later ran a bill to try and take the sting out of what these cameras did, one being to keep the ticket on the tag and not the driver license so that you would not lose your license. He spoke of the budget last year and money taken from reserves and loans obtained to balance the budget. He said they were getting close to a balanced budget without the revenue from red light cameras as of January 1, 2019, with a possible slight tax increase.

MOTION by Commissioner Nolan, and seconded by Commissioner Smith to terminate the Red Light Camera contract with American Traffic Solutions effective January 1, 2019.

Commissioner Becker asked if ATS had changed their name and if that should be included in the motion.

City Attorney Shepard said the contract subject to the discussion of this motion was "Red Light Agreement with American Traffic Solutions" still reads that way and if to the extent they changed their name, the motion can include "or by whatever they are known as today."

Commissioner Becker requested the motion be amended to include that language.

Motion carried unanimously as amended with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION

1. Ordinance No. 2669 – Second Reading – Bear Management Program & Containers. The City Clerk read the title as follows:

ORDINANCE NO. 2669

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 66 "SOLID WASTE" OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, BY AMENDING ARTICLE II, DIVISION 1, SECTION 66-36 "DEFINITIONS;" SECTION 66-37 "AUTHORITY OF PUBLIC SERVICES DIRECTOR;" SECTION 66-40 "SPECIAL COLLECTION PROBLEMS;" SECTION 66-65 "PREPARATION OF MATERIALS FOR COLLECTION;" SECTION 66-66 "PLACEMENT OF MATERIALS FOR COLLECTION;" SECTION 66-68 "FEE SCHEDULE – RESIDENTIAL;" AND SECTION 66-90 "PREPARATION OF MATERIALS FOR COLLECTIONS;" AND; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR A BEAR MANAGEMENT AREA; PROVIDING FOR ENFORCEMENT AND FINES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICT, SEVERABILITY; AND AN EFFECTIVE DATE.

Edward Bass, City Administrator, said there have been no changes since the first reading.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Nolan, and seconded by Commissioner Bankson, to adopt Ordinance No. 2669. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith and Nolan voting aye.

2. Resolution 2018-13 - FY17/18 Budget Amendment. The City Clerk read the title as follows:

RESOLUTION NO. 2018-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, PROVIDING FOR A BUDGET AMENDMENT

Jamie Roberson, Finance Director, reviewed the budget amendment in detail. The request is to approve Resolution No. 2018-13, amending the budget for FY 17/18. She advised as she discovers grants with matching funds she will bring these forward to Council for appropriation. Moving forward, as Council approved items like this the budget will be established at that time.

Mayor Nelson opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Bankson, and seconded by Commissioner Smith, to approve Resolution No. 2018-13. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith and Nolan voting aye.

CITY COUNCIL REPORTS – No reports.

MAYOR'S REPORT

CITY OF APOPKA Minutes of a regular City Council meeting held on August 15, 2018, 7:00 p.m. Page 12

Mayor Nelson read a notice from Tim Cook, Florida Hospital, announcing their name change soon to Advent Health, effective January 2, 2019. The announcement said they are unifying under one brand so their identity will be consistent across the organization.

Mayor Nelson reported Council will be discussing and possibly voting on funding for the UCF Incubator the next Council meeting. He asked that Commissioners reach out to Rick Parks or Edward Bass with any questions. He reported the current building will be demolished in the next 60 - 90 days as part of the improvements for the City Center. He advised arrangements have been made with Florida Hospital for a rental at \$1.00 a year, stating there is a short term need to renovate the Florida Hospital office space, medium term need for funding of the next year, and a long term need for a location.

1. Florida League of Cities Proposed Resolutions.

Mayor Nelson said after reviewing the proposed resolutions, he would recommend approval of all but No. 5, which is the Homestead Exemption. He stated he would rather the people vote on this matter.

MOTION by Commissioner Smith, and seconded by Commissioner Nolan, to recommend approval of the proposed Florida League of Cities Resolutions with the exception of No. 5, Homestead Exemption. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

2. Application for a special playground grant through Florida Department of Environmental Protection

City Administrator Bass reported the City was applying for the two grants. It does not mean we are applying for any funding or matching funds. This is for information only that the City is applying.

ADJOURNMENT – There being no further business the meeting adjourned at 9:28 p.m.

ATTEST;

Bryan Nelson, Mayor

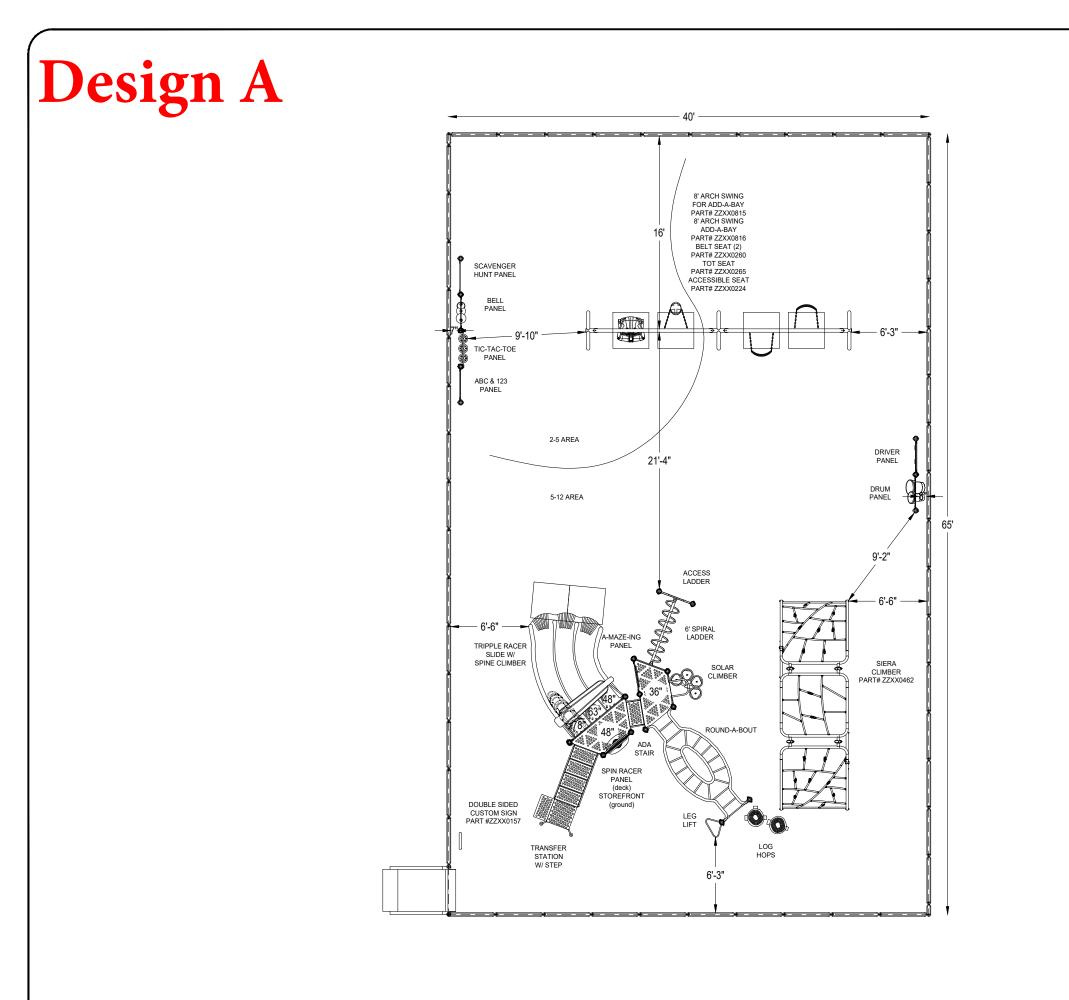
Linda F. Goff, City Clerk



A great place to play is coming soon! Alonzo Williams Park | Apopka, FL | October 19th, 2018



Get involved at **kaboom**.¹⁶ g



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	2		MENT SIZE: 0'9" x 1	1'4"	
	_		e zone: ' x 65'		PARK
	AREA: PERIMETER: 2,600 SqFt. 210 Ft.			AMS PAR	
	_		. HEIGHT: 3'7''		WILLI, Apopka, flor
		APACITY: 6		GROUP: 2-12	
	Required Provided		d Play Activities		ALONZ
		TM F148 PSC #325		E	
		CT NO: 6 A.KAB	1/	SCALE: 8"=1'-0"	
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Alonzo Williams Park

Ref.

Design Number: 18-2906A - Bill Of Material

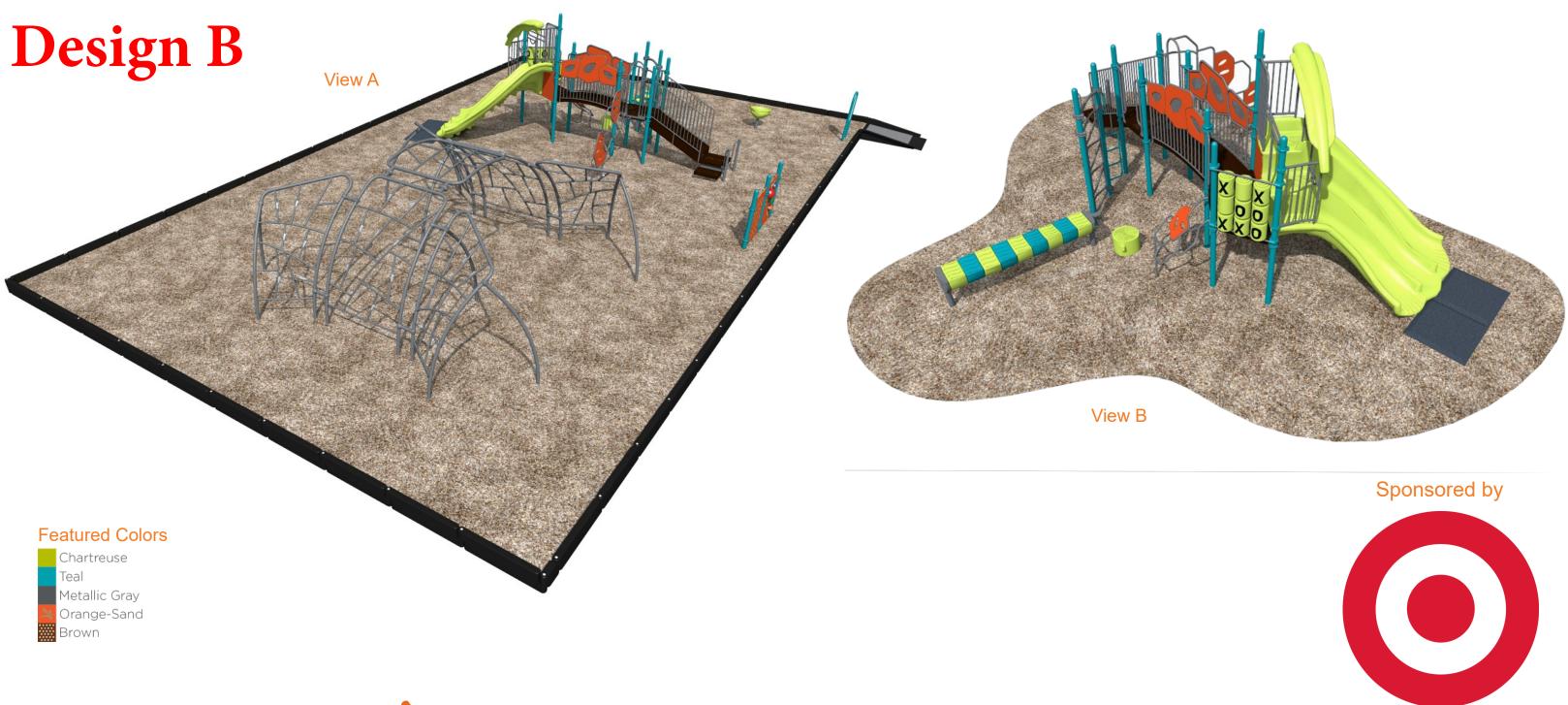
Design A

No.	Part No.	Description	Quantity	
	Posts			
1	ZZCH0018	3.5in OD x 124in STEEL POST W/RIVETED CAP	1	
2	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	10	
3	ZZCH0038	3.5in OD x 148in STEEL POST W/ RIVETED CAP	1	
4	ZZCH0058	3.5in OD x 172in STEEL POST W/RIVETED CAP	1	
5	ZZCH0356	3.50in x 88in STEEL POST w/CAP	8	
	Decks & Kic	k Plates		
6	ZZCH0618	1/2 HEX COATED DECK ASSEMBLY	1	
7	ZZCH0637	1/2 HEX COATED DECK W/O CENTER POST ASSEMBLY	1	
	ADA Items			
8	ZZCH2027	TRANSFER STATION (48in DECK)	1	
9	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1	
	Slides			
10	ZZCH1374	TRIPPPLE RACER SLIDE	1	
	Activity Pan	els		
11	ZZCH4298	ABC & 123 PANEL (GROUND LEVEL)	1	
12	ZZCH4350	TIC-TAC-TOE ACTIVITY WALL	1	
13	ZZCH4387	DRIVER PANEL (GROUND LEVEL)	1	
14	ZZch4537	SPIN RACER PANEL (DECK LEVEL)	1	
15	ZZCH4547	SCAVENGER HUNT (GROUND LEVEL)	1	
16	ZZCH4646	STORE FRONT PANEL	1	
17	ZZCH4671	CH PANEL FRAME- DECK LEVEL	1	
18	ZZUN4673	A-MAZE-ING INSERT	1	
	Climbers			
19	ZZCH7657	SOLAR CLIMBER (36in & 30in DECK)	1	
20	ZZCH8346	SPINE CLIMBER TO TRIPPPLE RACER SLIDE	1	
21	ZZUN8396	12in LOG HOP	1	
22	ZZUN8428	16in LOG HOP	1	
	Overhead Ev	vents		
23	ZZCH5770	LEG LIFT	1	
24	ZZCH5880	6ft HORIZONTAL SPIRAL LADDER	1	
25	ZZCH5960	OVERHEAD EVENT ACCESS LADDER (24in DECK)	2	
26	ZZCH6966	10ft ROUNDABOUT HORIZONTAL LADDER	1	
	Audible Acti	ivities		
27	ZZCH4587	DRUM PANEL (GROUND LEVEL)	1	
28	ZZCH4589	BELL PANEL (GROUND LEVEL)	1	
	Stairs and L	adders		
29	ZZCH9168	12in ACCESS STEPPED PLATFORM (DECK TO DECK)	1	
	Additional Tool & Maintenance Kits			
30	ZZCHGUID	CHALLENGER GUIDELINES	1	
31	ZZUN9910	SURFACING WARNING LABEL KIT	1	
32	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1	

PLAYWORLD



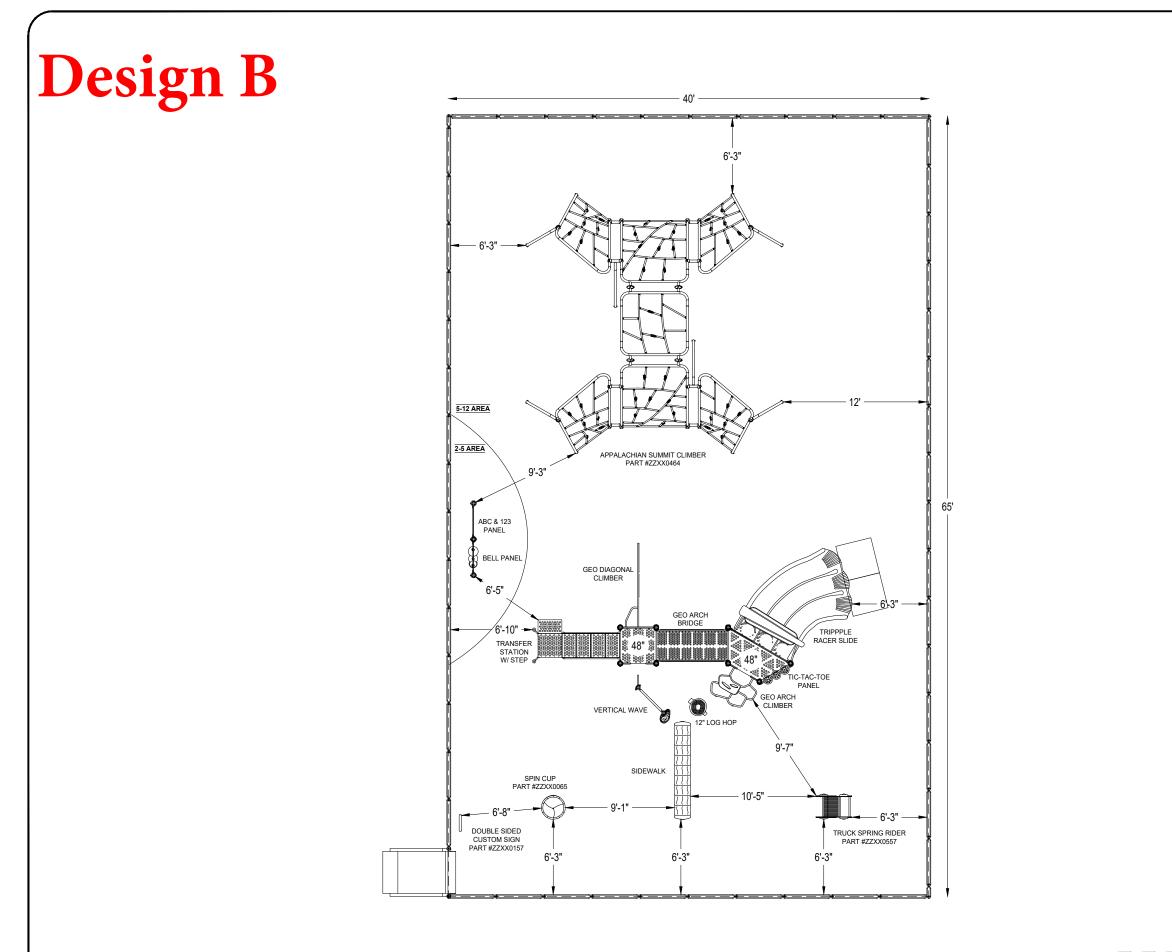
A great place to play is coming soon! Alonzo Williams Park | Apopka, FL | October 19th, 2018



દિ 18-2905A Playground design provided by **KaBOOM!** Partner in Play

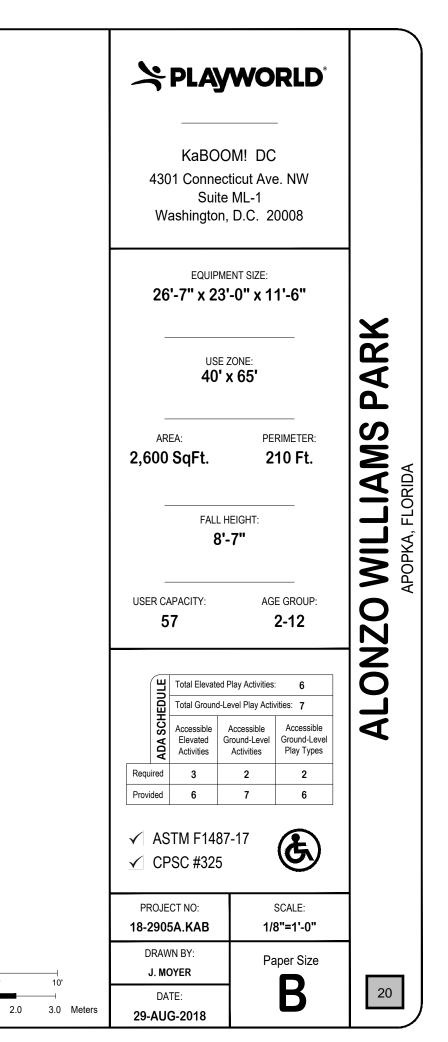


Get involved at **kaboom**.¹⁹ g









Alonzo Williams Park

Design Number: 18-2905A - Bill Of Material

Ref.

No. Part No. Description

Design B

Quantity

	Posts		
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	6
2	ZZCH0038	3.5in OD x 148in STEEL POST W/ RIVETED CAP	1
3	ZZCH0038GZ	3.5in OD x 148in GROUND ZERO POST	1
4	ZZCH0058	3.5in OD x 172in STEEL POST W/RIVETED CAP	1
5	ZZCH0297	POST W/ LADDER CLIMBER (36in OR 48in DECK)	1
6	ZZCH0356	3.50in x 88in STEEL POST w/CAP	3
	Decks & Kicl	k Plates	
7	ZZCH0616	SQUARE COATED DECK ASSEMBLY	1
8	ZZCH0637	1/2 HEX COATED DECK W/O CENTER POST ASSEMBLY	1
	ADA Items		
9	ZZCH2027	TRANSFER STATION (48in DECK)	1
	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
	Slides		
11	ZZCH1374	TRIPPPLE RACER SLIDE	1
	Activity Pan	els	
12	ZZCH4298	ABC & 123 PANEL (GROUND LEVEL)	1
13	ZZCH4350	TIC-TAC-TOE ACTIVITY WALL	1
	Barriers		
14	ZZCH2324	INFILL PANEL TO TRIPPPLE RACER SLIDE	1
	ZZCH4288	ACCESS GATE	1
	Climbers		
16	ZZCH7006	GEO ARCH CLIMBER (48in DK)	1
	ZZCH7016	GEO DIAGONAL CLIMBER (48in DK)	1
	ZZUN8396	12in LOG HOP	1
	Ground Zer0) Climbers	
19	ZZCH8467	THE VERTICAL WAVE	1
	Balance		
20	ZZCH0149	STEP AROUND	1
	ZZUN7100	SIDEWALK	1
	Bridges		
22	ZZCH6967	6ft GEO ARCH BRIDGE	1
	Audible Activ		
23	ZZCH4589	BELL PANEL (GROUND LEVEL)	1
	Additional T	ool & Maintenance Kits	
24	ZZCHGUID	CHALLENGER GUIDELINES	1
	ZZUN9910	SURFACING WARNING LABEL KIT	1
	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
		·	



A great place to play is coming soon! Alonzo Williams Park | Apopka, FL | October 19th, 2018



Playground design provided by **KaBOOM!** Partner in Play

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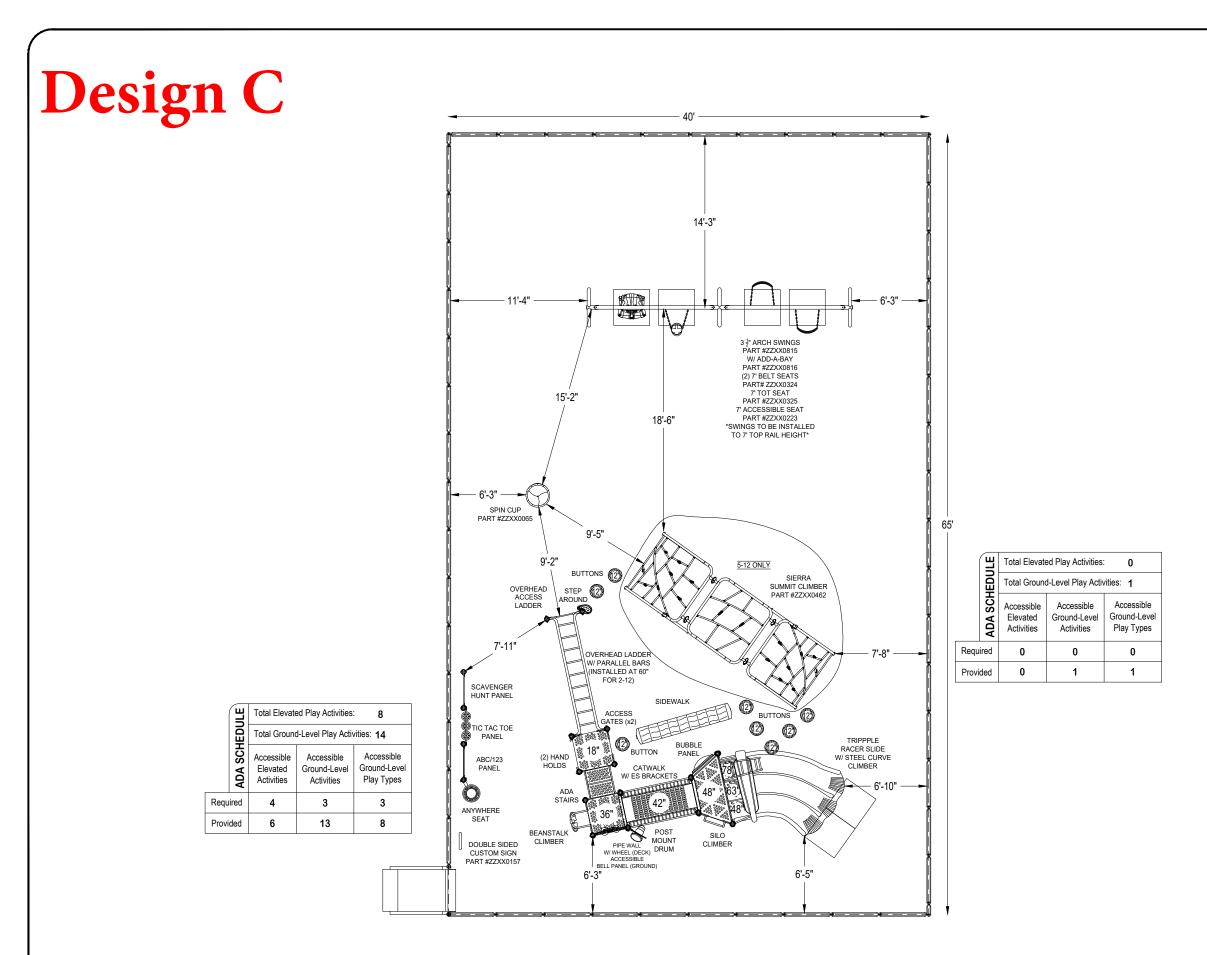
18-2904A



View B

Sponsored by





*PLAYGROUND SUPERVISION REQUIRED

0 5' 0 .5 1.0 2.0

	今PLAy	WORLD [®]	
		ENT SIZE: • 10" x 11'-6"	
	use 2 40' >	zone: < 65'	VILLIAMS PARK
	AREA: 2,600 SqFt.	PERIMETER: 210 Ft.	
	FALL H 8'-	eight: 7''	VILLIA
	USER CAPACITY: 60	AGE GROUP: 2-12	NZO /
			ALONZ
		47	
	 ✓ ASTM F1487 ✓ CPSC #325 	G	-
	PROJECT NO: 18-2904A.KAB	SCALE: 1/8"=1'-0"	
	DRAWN BY: D.ECKENSTINE	Paper Size	
3.0 Meters	DATE: 29-AUG-2018	D	23

Alonzo Williams Park

Design Number: 18-2904A - Bill Of Material

Ref.

No. Part No. Description

D	esi	gn	C
		5	

Quantity

	Posts		
1	ZZCH0009	3.5in OD x 112in STEEL POST W/RIVETED CAP	2
2	ZZCH0018	3.5in OD x 124in STEEL POST W/RIVETED CAP	2
3	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	8
4	ZZCH0038	3.5in OD x 148in STEEL POST W/ RIVETED CAP	1
5	ZZCH0058	3.5in OD x 172in STEEL POST W/RIVETED CAP	1
6	ZZCH0356	3.50in x 88in STEEL POST w/CAP	4
	Decks & Kic	k Plates	
7	ZZCH0616	SQUARE COATED DECK ASSEMBLY	2
8	ZZCH0637	1/2 HEX COATED DECK W/O CENTER POST ASSEMBLY	1
	Slides		
9	ZZCH1374	TRIPPPLE RACER SLIDE	1
10	ZZCH2805	ENTRY SUPPORT BRACKET	2
	Activity Pan	els	
11	ZZCH4298	ABC & 123 PANEL (GROUND LEVEL)	1
	ZZCH4350	TIC-TAC-TOE ACTIVITY WALL	1
13	ZZCH4547	SCAVENGER HUNT (GROUND LEVEL)	1
	ZZCH4578	ANYWHERE SEAT	1
15	ZZUN4299	STEERING WHEEL (CH/EX PIPE WALL MOUNT FOR 4in CENTERS)	1
	Barriers		
16	ZZCH4095	CENTERLINE PIPE WALL BARRIER	1
17	ZZCH4190	SMALL HAND HOLD	2
18	ZZCH4288	ACCESS GATE	2
19	ZZCH4811	OVAL BUBBLE PANEL (DECK MOUNT)	1
	Climbers		
20	ZZCH7950	SILO CLIMBER (48in DECK)	1
21	ZZCH8100	BEANSTALK CLIMBER (36in DECK)	1
22	ZZCH8338	STEEL CURVE CLIMBER (TRIPPPLE SLIDE)	1
	Overhead E	vents	
23	ZZCH5950	OVERHEAD EVENT ACCESS LADDER (12in DECK)	1
24	ZZCH6936	HORIZONTAL LADDER W/ PARALLEL BARS	1
	Balance		
25	ZZCH0149	STEP AROUND	1
	ZZUN7100	SIDEWALK	1
27	ZZUN7140	STATIONARY BUTTONS (12in)	8
	Bridges		
28	ZZCH7085	6ft CATWALK	1
	Audible Acti		
29	ZZCH4409	ACCESSIBLE BELL PANEL	1
	ZZCH4649	POST MOUNT DRUM	1
	Stairs and L		-
31	ZZCH9189	18in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1
		iool & Maintenance Kits	÷

PLAYWORLD

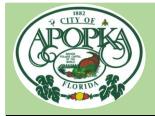
Alonzo Williams Park

Design Number: 18-2904A - Bill Of Material



Ref. No.	Part No.	Description	Quantity
32	ZZCHGUID	CHALLENGER GUIDELINES	1
33	ZZUN9910	SURFACING WARNING LABEL KIT	1
34	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER:

MEETING OF: September 5, 2018FROM:Community DevelopmentEXHIBITS:Power Point Presentation

SUBJECT: UCF BUSINESS INCUBATION PROGRAM ~ APOPKA

<u>REQUEST:</u> APPROVE FUNDING FOR RELOCATION, RENNOVATION AND FIRST YEAR OPERATIONS.

SUMMARY:

The UCF Business Incubation Program began in Apopka in 2012 when Apopka purchased the old Barnhills restaurant site at the NE corner of Main St. (U.S. 441) and S. McGee Ave. The 8,000 sq. ft. building provided space for new clients, small meeting spaces and a larger training room.

Due to the City Center development, the 1.1 acre site was included in, the site will have to be vacated within the next 60 days in order to construct turn lanes needed at that intersection.

Florida Hospital (AdventHEALTH) has graciously agreed to provide a 5,000 sq. ft. building at 205 N. Park Ave. on the campus of the "old" hospital on the north end of downtown. This site will be able to provide about 12 offices/rooms for the clients and UCF to continue this valuable economic development program.

The Power Point helps to summarize the program and what it does for Apopka and the surrounding businesses.

UCF Incubator ~ Apopka

Funding Requested:	
Moving	\$ 5,000
Renovation	<u>\$ 45,000</u>
	\$ 50,000
First Year Operations:	\$180,000

FUNDING SOURCE:

General Fund, and Orange County (potentially)

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief

Public Services Director Recreation Director City Clerk Fire Chief

CITY COUNCIL – SEPTEMBER 5, 2018 UCF BUSINESS INCUBATION PROGRAM ~ APOPKA PAGE 2

205 N. Park Ave.





RECOMMENDATION ACTION:

City Council: Approve the funding for the UCF Business Incubator Program as described.

One-time funding:	
Moving	\$ 5,000
Renovation	<u>\$ 45,000</u> \$ 50,000
First Year Operations:	\$180,000





UNIVERSITY OF CENTRAL FLORIDA

PROJECT: UCF Incubator Program

- * Information
- * Relocation
- * Funding

NEW LOCATION: 205 N. Park Ave.

REQUEST APPROVAL OF FUNDING:

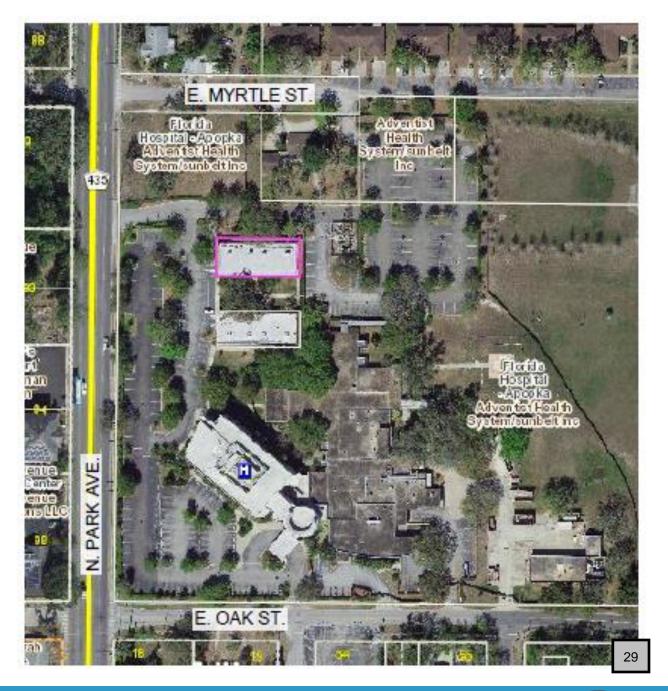
- * Move
- * Renovation
- * First year of operations



UCF Incubator ~ Apopka proposed site 205 N. Park Ave. 5,032 sq. ft.



N. PARK AVE.





Background of the UCF Incubator ~ Apopka

- Currently located at 325 S. McGee Ave. on the east side of downtown Apopka, since 2012. (Newest UCF Incubator)
- Apopka City Center Development Agreement was approved July 2016.
- The City Center project included the 1.1 acre site that the UCF Incubator currently occupies.
- The most current agreement expired January 18, 2018 with a 90-day termination.
- Road construction for the Main St. (U.S. 441) and McGee Ave. intersection includes an east bound right turn lane. Construction of the turn lane will require the building to be vacated within the next 45 +/- days.
- Florida Hospital (AdventHEALTH) has graciously agreed to provide about 5,000 sq. ft. of space at 205 N. Park Ave., just north of the "old" hospital site, on the north side of downtown Apopka.

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UCF Incubator Remote Locations

City	County	\$ Funding	Building	Offices / Clients *
Daytona	Volusia	\$ 250,000 Volusia	Provided	20 / 13
Winter Springs	Seminole	\$ 240,000 Seminole <u>\$ 75,000</u> WS \$ 315,000	Rented	30 / 20
Orlando	Orange	\$ 250,000 Orlando Reimbursement by City	Provided	17 / 14
Kissimmee	Osceola	\$ 135,000 Osceola <u>\$ 135,000</u> Kissimmee \$ 270,000	Rented	20 /20
Apopka	Orange	\$ 180,000 Apopka Orange County potential funding	Building provided by AdventHEALTH Hospital	12 / 9 **

* Some clients may occupy more than one office.
 ** Based on current location. The new location may have more offices.

(POPK)



UNIVERSITY OF CENTRAL FLORIDA

UCF Incubator ~ Apopka

Funding Requested:

Moving	\$ 5,000
Renovation	<u>\$ 45,000</u>
	\$ 50,000

First Year Operations \$180,000



UCF Incubator ~ Apopka

UNIVERSITY OF CENTRAL FLORIDA

Since 1999, the UCF Business Incubation Program has been helping earlystage companies develop into financially stable, high-impact enterprises by providing resources and services that facilitate smarter, faster growth.

The Apopka Program is the youngest of the remote locations and provides facilitation for business and economic development.

UCF also provides women and minority contractor certification education and training.





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InBIA AWARDS

- "Incubator of the Year" 2004
- "Incubator Client of the Year" Cognoscenti Health Institute – 2004
- "Non-Tech Incubator Graduate of the Year" BDG Construction Services – 2012
- "Non-Tech Incubator Client of the Year" Hometown Health TV – 2012
- *"Incubator Network of the Year" 2013*
- "Technology Incubator Graduate of the Year" Optigrate - 2014





Services UCFBIP Provide

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- On-site business coaching and mentoring
- Entrepreneurship curriculum, seminars
- Access to community leaders and an exceptional advisory board
- Shared resources
 - Reception area, conference rooms, training room, business library, high speed internet, work/break rooms and office equipment
- Networking opportunities
- Access to interns/students
- Adaptable space
- Flexible lease
- Off-Site client availability
- Women and minority contractor certification education and training.



UNIVERSITY OF CENTRAL FLORIDA

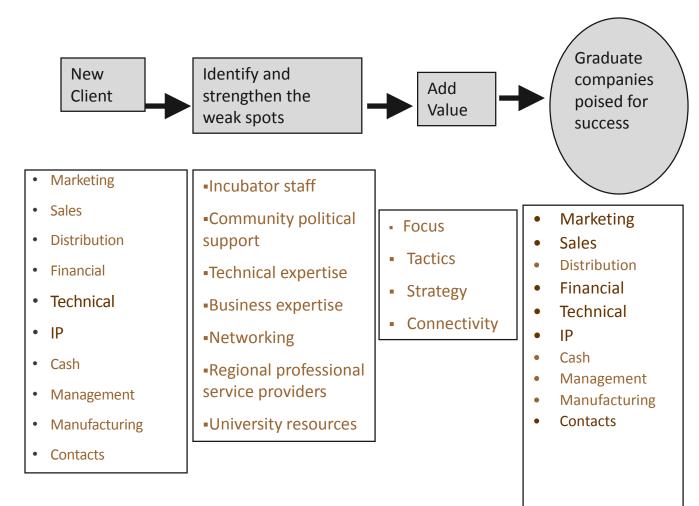
UCFBIP Results

Companies serving (Current/Soft Landing)– August 29, 2018	148
Companies graduated	184
Companies assisted in total	>500
Jobs sustained (direct, indirect and induced)	>4,710
Source: WHOwen Consulting, June 2014	
Average salary	+45%
Investment raised: 2016/2017	\$6m/\$6m
Grants received: 2016/2017	\$3m/\$2m
2014-2016 ROI: \$7.41 for every \$1.00 invested by local governments (Osceola, Orange, Seminole & Volusia) Source: WHOwen	7.41: 1
Number of Incubator sites in UCFBIP	7
Sq. feet covered	130,000



Business Incubation UCF Program What does the UCFBIP do?

UNIVERSITY OF CENTRAL FLORIDA



(POPK)



The Soft Landing Program

- Satellite office space with flexible short term lease at 7 sites in 4 counties in Central FL
- Connections with the Central Florida business community
- Access to a network of training and meeting rooms
- Access to a PR Bureau for Press Release creation and distribution
- Domestic market research
- · Access to experts concerning import/export laws and regulations
- Cultural training
- Connections to UCF faculty and students











Fall & Winter – a series of workshops

Spring & Summer – series of advanced workshops

Veterans commit to 15 hours per week

7 In Person Workshops on Saturdays + Business Competition





Incubation Process (5-steps):

Evaluation:

- Submit Application
- Complete Excellence in Entrepreneurship (EIE)
 Course
- Present to Selection Committee
- Admission

Orientation:

- Incubator Orientation
- Business Development Orientation

Growth:

- Strategy Series Work Sessions
- Company Growth Strategy
- Elevator Proposition
- Problem Solving
- Build Revenue Projections
- Market Growth Strategy
- Target Customer
- Market Segmentation
- Sustainable Competitive Advantage
- Investment/Funding Strategy
- Government Funding
- Term Sheet
- PowerPoint Presentation for Investors
- Participate in Day-to-Day Tactical Meeting
 40





Maturation:

- Present Initial Business Plan
- Present Final Business Plan
- Revisit Strategy Plan

Graduation:

Graduation takes place when a client has achieved a level of financial and corporate growth that enables them to leave the incubator and enter the second-stage of corporate development.



UCF Incubator ~ Apopka

Vision for expanding the Incubator Program to include other currently available UCF Programs:

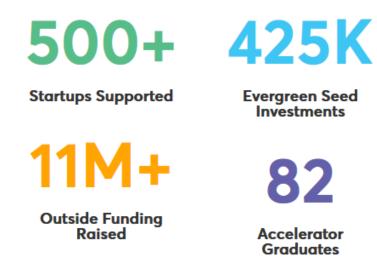


UNIVERSITY OF CENTRAL FLORIDA

Education classes - \$300,000 NSF Innovation Corps funding. Recruiting and training 96 entrepreneurial teams that could result in 96 new companies over the three year grant period. The new program will offer seed funding to each selected team to be used as early development seed money to turn their entrepreneurial ideas into potentially viable companies. https://icorps.cie.ucf.edu/



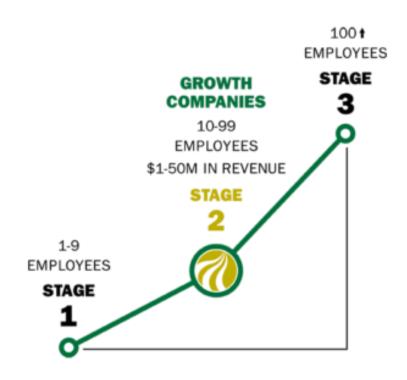
StarterStudio is a robust entrepreneurial community for tech-enabled startups and other innovators that are adding fuel to Florida's growing technology economy. Each "Starter" and venture is different, so we have tons of events and programs, two accelerators (one with direct funding built-in), three (and counting) collaborative work spaces, and a variety of partners, mentors, and supporters of our community that are creating an ecosystem like no other. https://www.starterstudio.org/



UCF Incubator ~ Apopka

Vision for expanding the Incubator Program to include other currently available UCF Programs (continued):





You Dreamt it. You Built it. Let's Grow it Together.

Second-stage companies headquartered in Florida are the definition of economic growth and prosperity—they are responsible for creating 34% of all jobs. Second-stage companies face unique challenges as they grow and GrowFL's Business Growth Program is designed to help their leadership overcome these obstacles by providing methods proven to help take their companies to the next level.

GrowFL provides access to resources, analysts and tools typically only available and affordable to Fortune 500 companies. These high-powered assets are at the disposal of the CEO, business owner or president and their sales and marketing teams.

https://www.growfl.com/



UCF Incubator ~ Apopka

It's all about economic development for OUR business community

Next Steps:

- Leverage our partnership with UCF to seek additional educational resources, opportunities and support.
- Partner with the Apopka Area Chamber of Commerce and the business community to offer programs, events and educational resources to non-Incubator clients, that are located within the Apopka area.
- Seek and apply for EDA (Economic Development Association) funding.
- Search and Secure a long-term facility to house the UCF Business Incubator.
- Seek additional support from Orange County Government.





Questions ?

For further <u>UCF Business Incubation Program</u> information contact:

Rick Parks, Site Manager UCF Business Incubator - Apopka 325 S. McGee Ave. Apopka, Florida, 32703 407-814-1282 rick.parks@ucf.edu www.incubator.ucf.edu For further <u>Apopka Chamber of Commerce</u> business information Contact:

Robert J. Agrusa, President 180 East Main Street Apopka, FL 32703 Office Phone: 407.886.1441 Mobile Phone: 407.907.8082 Robert@apopkachamber.org www.ApopkaChamber.org



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: FROM: EXHIBITS: September 5, 2018 Administration Surplus Forms

<u>SUBJECT:</u> SURPLUS PROPERTY

<u>REQUEST:</u> AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT/PROPERTY AND REMOVAL OF ASSET PROPERTY FROM THE CITY ASSET LIST.

SUMMARY:

Staff requests City Council approval to dispose of surplus capital equipment/property which has no useful benefit to the daily operation of the city. This request is per Administrative Policy 122.1.1.II: "The disposal of capital asset property which is obsolete, or for which the continued use would be uneconomical or inefficient, shall be in accordance with Florida Statue 274 and must be approved by the City Council". The asset property includes the disposal of items by auction, donation, or elimination. The attached forms identify equipment and vehicles which no longer function or have usefulness to the city.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the disposal of said equipment/property.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

Asset Management Surplus Form

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Administrative Policy 122.1.1: Capital Assets of \$1,000 or more

the disposal of equipment. City Administrator and approved by City Council, grants approval to dispose of equipment and serves to update the fixed asset inventory database. Departments should obtain, and keep on file, a copy of this written approval authorizing Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the

Department/Division: 2210 - 2230 Name:

KEINNAROT Title:

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ITEM ASSE SE	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
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City Administrator Approval:

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Date:

Department/Division:	0127-0127	Name:	K	On handly		Title:	Qie
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
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Department Director Approval:	pproval:	F		-	Date:	31.22	
City Administrator Approval:	proval:				Date:		

Department/Division:	2210 -222	Name:		Krinhant	7	Title:	R
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned	Donated	Description of Disposal [where items were placed]
OP+: Com	228 <i>LI</i>	obsolete			8		A-1, Assors
opt: Com	9 2281	obsolete					
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	1510161AR	INOP					
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Opt: Com	10515AG	ossolete			C		
Department Director Approval:	pproval:	t.			Date:	726.18	
City Administrator Approval:	proval:				Date:		

Department/Division: 2210	2210-2230	Name:	e: Para	Ind		Title:	UR
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
chair Sieir	84071	lovel			×		A-1 48875
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Vilippe Creations	None	Casalina					
10 10	INJ1473	(not)					
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CAN DASK	F-CD KILAIN 37355	55 (100)			e		
ent	Approval:	t.			Date:	7.2.18	8
City Administrator Approval:	proval:				Date:		

City Administrator Approval:

Date:

HASS'S led Mide A WAY Whelen Smart las 700 Sorres 01-6684127430 0 00 50/070 Department Director Approval: Smart les soo Socies UN Food Able Smart 100 700 Berry UN ROAD AS 10 HAVIS FLASHER POL 00990 HAVIS C-3090-HEAD LAMP FLASHER CIO63639 MOAD JAND FLASHER COOO3624 Wheen bo Sag Swand 10D 700 Sovies 01-0684 127430 6 Whaten Opt: con whelen ITEM opt. How Imm Flasher Whelon Som 3-m 67 6-3090-3 C-3090-3 C 0805123 00 576 792 | H S0320 16252 ASSET TAG or SERIAL # 6/250/ete obsolote obsolete obsoleto asolde obsolele obsolete obsolet0 ob soletp obsolate aslete TNOP TNOP Condition Reason Disposed Missing Scrapped Auctioned F Date: Sold 7.26-18 Donated [where items were placed] **Description of Disposal** 1 158-422 51

Department/Division: 1tth and 2213-2230 Name: Concharde

Title:

OR

City Administrator Approval.

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
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	N GIVINY	1000				-	
Choir VII	NONI	CASUST					
	Now	OBSOLATE					
INSULT CUT A	or or	Obsol str		×			
	None	OBSOLAN					
2 2	P/N-CAJBYOSTY C-US-SW-CNH	Crosolate					
HAMS Your (X3)	C-2190	OJehrhi					
SELENO BUNNIN	Narvi	lash					
2				N.	¢		7

Page | 26

ITEM LOUR STAND City Administrator Approval: Department Director Approval: CAGE Explore Department/Division: 2210 - 223J CALE Eplorer Amerilian Num Ammica Alum Aluminun Vacr HAVIE LOMP: STAND HAVIC COMP. STAND COMP. STAND HAVIS COMP. STAND HHVIS Court. Stand HHVIS HAVIS C-30 90 -3 C-3090-3 C-3090-3 62132611 C- 3090-3 C- 3690-3 NUNF C-3090-3 NOW (- 3090-3 ASSET TAG or SERIAL # ob so leto ob solete ob solete Ossolot GBSUICH 01 9/02 40 1-0560 6b Soleto obsolete 0450/0+0 Condition Reason Name: Kouchneli Disposed Missing Scrapped Auctioned Sold Date: Date: 8 7.24.18 Donated Title: SR [where items were placed] **Description of Disposal** 529950 53

Page 2

Administrative Policy 109.2: Non-Fixed Assets of less than \$1,000	Disposal Form	Asset Management
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this written approval authorizing the disposal of equipment. City Administrator, grants approval to dispose of equipment. Departments should obtain, and keep on file, a copy of Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
(3) MAG LITES	32315829	OBSOLETE					
(8) MOTOROLA							
RADIO MIC	HMNIO90C	OBSOLETE					
(8) GLOBALSAT							
GPS ANTEINNA	MR-350P	OBSOLETE					
(33) PCTEL							
ANTENNAS	MAXC24505	OBSOLETE					
(51) PCTEL							
ANTENNAS	MLFML 195C	OBSOLETE					
(2) 1-com							
CABLES	TRD8555CR-1	OBSOLETE					
(i) PCTEL							
CABLE	195msmA	OBSOLETE					
(1) PCTEL							
ANTENNA	MLPV1700	OBSOLETE					
(3) UNKNOWN							
USB CABLES	UNKNOWN	OBSOLETE					
(25) CE POWER							
		12 100 100 100 1111	_				

City Administrator Approval:

Date: $\frac{\sqrt{30/2018}}{2}$

ITEM ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
L-COM						
(16) AMPHENOL NONE	OBSOLETE					
SHIELDED CABLES INDINE	OBSOLETE					
RADIO FACEPLATE PMUNIOSSA	OBSOLETE					
	Noor The I		a			
(1) MOTOROUA	OBSOLETE					
AC ADAPTER NULZO	OBSOLETE					
AC ADAPTER 1109625902	OBSOLETE					
IN INSTECH MN32C6SVX	OBSOLETE					
6	OBSOLETE					
CABLE CCAS-SB-7-300	OBSOLETE					
RICR						
(1) IBM	OBSOLETE					
THINKPAD 45-427-631-697 (6) BUNDLES	OBSOLETE					
OF 15' CABLES NONE	OBSOLETE					
KEYBOARD 7365DG0833 (1) BUNDLE	OBSOLETE					
RED + BLUE CARLE . NONE	OBSOLETE					

City Administrator Approval:

Date:

Department/Division: Police	Police	Name:	Kim	Walsh	þ	Title:	Sergeant
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
CI) ELK		ł.					
TRANSFORMER	TRG 1640	OBSOLETE					
SUPPRESSOR (1) MOTORDUA	CGXZ36NMNF	OBSOLETE					
LI) MOTOROLA	1FC50193682B	OBSOLETE					
(1) MOTORDUA	18870ICEE402	OBSOLETE					
(1) MOTOROUA	1FC501936831	OBSOLETE					
LI) MOTOROUN	1FC50193683C	OBSOLETE					
GUTER ROARD	1 FC.501 F96 734	OBSOLETE					
(1) MOTORDLA	1FC50193135F	DBSOLETE					
LU MOTOROLA	1FC601F9233A	OBSOLETE					
(1) MATOROLA	1FC601F92327	OBSOLETE					
(1) MOTOROUN	(FC50)F96731	OBSOLETE					
(1) MOZOROLA	1FC501931358	OBSOLETE					
(1) MOTOROLA	1FC5019368A3	OBSOLETE					
ROUTER BOARD	BOARD 1 FC 501 F 92326	OBSOLETE					
Department Director Approval:	Approval:				Date:		
City Administrator Approval:	proval:				Date:		

Page 3

Department/Division: Police	Police.	Name:		Kim Walsh)	Title:	Sergeant
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
(1) MOTOROUA							
KUUTER BOARD	1FC501933BF2	OBSOLETE					
(1) MOTOROLA	1152501937764	OBSOLETE					
ROUTER BOARD	1FC 501934918	OBSOLETE					
LI) MOTOROUN	15001934980	OBSOLETE					
LI) MOTOROLA	1FC501F967CB	OBSOLETE	-				
(1) MOTOROUN	1FC501933BF3	OBSOLETE					
(9) MULTIPLIER	1FC501934981	OBSOLETE					
(14) MOTOROLA	UNKNOWN	OBSOLETE					
RADIO BATTERIES	UNKNOWN	OBSOLETE					
RADID (1) ASTRON	736SDG0877	OBSOLETE					
RADIO (1) MOTOROLA	203120013	OBSOLETE,					
(1) NEC	136 SDG-0142	OBSOLETE					
COMPUTER MONITOR 92130396 NA	92130396NA	OBSDUETE					
SERVICE	HOTING-245	0830-0840					
Department Director Approval:	Approval:				Date:		
City Administrator Approval:	oproval:				Date:		

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed	Scrapped	Auctioned	Donated	Description of Disposal [where items were placed]
(1) DATARADIS							
KADIO	21456	OBSOLÈTE					
	31501	CRSC ETE					
(I) DATARADIO							
RADIO	460679	OBSOLETE					
LI) DATARADIO							
RADIO	459225	OBSOLETE					
(1) DATARADID							
RADIO	460617	OBSOLETE					
	110000						
(1) DATH RADO							
	986654	OBSOLETE.					
LI) DATA RADIO					-		
RADIO	459222	OBSOLETE					
(i) DATARADIO							
RADIO	460489	OBSOLETE					
P P P P P P P P P P P P P P P P P P P	467618	VBCN FTE					
(1) DATARADIO							
RADID	459215	OBSOLETE					
(1) DATARADID							
RADID	459269	OBSOLETE					
U) DATARADID							
RADIO	459972	OBSOLETE					
U) DATARADID							
	1700000	ファクシーカイロ					

City Administrator Approval:

Date:

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	ASSET TAG or	Condition	Disposed		Auctioned		Description of Disposal
(1) DATARADIO	SENIAL #	NCASUI	SHICCHA	ociappeu	5010	Donated	MICLE ICHIS WELE PLACE
RADIO	459262	OBSOLETE					
U) DATARADIO							
RADIO	460608	OBSOLETE					
(1) DITARADIO							
RADIO	459210	OBSOLETE					
() DATA RADIO							
RADIO	462296	OBSOLETE					
(1) DATARADID							
RADIO	460007	OBSDUETE					
() DATACADID							
RADIO	460235	OBSQUETE					
(I) PATARADO							
RADIO	460268	DBSDLETE.					
		> > > > > > > > > > > > > > > > > > > >					
(I) MOTOROUN	2000	0030010					
(1) MOTOROLA	20259	OBSOLETE					
ROUTER BOARD	1FC501731359	OBSOLETE					
RADIO	869 FAL 3199	ORSALETE					
(1) MOTOROUA							
FLASHPORT	RLN 1015C	OBSOLETE					
RADIO PORT	UNKNOWN	OBSOLETE					
RADID CHARSER	1123264311	OBSOLETIS					
Department Director Approval:	pproval:				Date:		
City Administrator Approval:	proval:				Date:		
					Date.		

City Administrator Approval:	Department Director Approval:								(23) MAG LITE	ITEM	Department/Division: Police
pproval:	Approval:									ASSET TAG or SERIAL #	Police
									CASPIETE	Condition Reason	Name:
										Disposed Missing	Kim
		•								Scrapped	Walsh
Date:	Date:									Auctioned Sold	5
										Donated	Title:
										Description of Disposal [where items were placed]	Sergeant
			1								60

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Asset Management Surplus Form Administrative Policy 122.1.1: Capital Assets of \$1,000 or more

Department/Division: POLICE

Name: KIN WALSH

Title: Sergeant

the disposal of equipment. fixed asset inventory database. Departments should obtain, and keep on file, a copy of this written approval authorizing City Administrator and approved by City Council, grants approval to dispose of equipment and serves to update the Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the

Department Director Approval: 1 Ci) HP ITEM (1) MOTOROLA (1) MOTOROUA (I) MOTOCOUA LIJ MOTOROUA (1) MOTOROLA (1) MOTOROLA (1) MOTOROLA (1) MOTOROUA (1) MOTOROUA RADIO RADIO RADID RADIO RADID RADIO RADIO RADID RADIO SERVER 466 AAW 2319 466 AAC 4979 511 Amie 2223 572 HCU 6804 HSTNS-2115 26 AZW 0935 20043-ASSET TAG or evolt 19886 20000 19885 19634 SERIAL # DASOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETS OBSOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETE Condition Reason Disposed Missing Scrapped Auctioned Sold Date: 8/3-/2-18 Donated [where items were placed] **Description of Disposal**

City Administrator Approval:

Date:

Page | 1

City Administrator Approval:

Date:

Department Director Approval: ITEM (1) MOTOROLA (1) MOTORDUA (1) MOTOROUA (1) MOTOCOLA us motorous (1) MOTOROLA (1) MOTOROLA LIJ MOTOROLA (1) MOTORDUA (I) MUTOROLA LI) MOTOROUT LI) MOTORNA (1) MOTOROLA RADIO RADIO RADIO (I) MOTOROLA RADID RADID RADIO RADIO RADIO RADIO RADIO RADIO RADIO RADIO 466 CCU 2943 466 CC 11 2942 626 AMLOSIT 466 ACG OLOD 466 ABU1849 326 AZW0938 464 AAA4470 326 ACCO003 466AAW2317 205 CLF 1452 310 AZQ0501 338 LE 3769 ASSET TAG or SERIAL # 20049 8723 OBSOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETE OBSOLETIE OBSOLETE OBSOLETE OBSOLETE OBSOLETE Condition Reason Disposed Missing Scrapped Auctioned Sold Date: Donated Description of Disposal [where items were placed]

Page | 2

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Title: Sergeant

Department/Division: Police

Name: Kim Walsh

ITEM ASETTAG or SERIAL # Condition Reason Disposed Missing Serapped Shoub 2.0351 OBSOLETE Missing Serapped Shoub 2.0351 OBSOLETE Missing Serapped Shoub 2.0351 OBSOLETE Image: Serapped Image:
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ASSET TAG or Condition Disposed SERIAL # Reason Missing

Page 3

Department/Division	Department/Division: Public Services	S Name:		R. Jay Davoll	=	Title:	Title: Director
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
Monitor	ETL480B182650088F039 2B	Used/Replaced	~		×		GIDEON AUCTIONEERS
Monitor	DP22HVFLC0266J	Used/Replaced			×		GIDEON AUCTIONEERS
Monitor	MU199009B0001510	Used/Replaced			×		GIDEON AUCTIONEERS
Monitor	DP22HVFLA04622Z	Used/Replaced			×		GIDEON AUCTIONEERS
Monitor	MPKD03130253	Used/Replaced			×		GIDEON AUCTIONEERS
Monitor	0101027505	Used/Replaced			×		GIDEON AUCTIONEERS
Printer	FXUY620710	Used/Replaced			×		GIDEON AUCTIONEERS
Printer	MX8AF1SOMB	Used/Replaced			×		GIDEON AUCTIONEERS
Printer	MY74G1R1TJ	Used/Replaced			×		GIDEON AUCTIONEERS
Printer	MY5AQ5P696	Used/Replaced)		×		GIDEON AUCTIONEERS
Department Director Approval:	Approval: R	and	V		Date: 0	8/27/2018	8102
City Administrator Approval:	Approval:	0			Date:		

Asset Management Disposal Form

Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the City Administrator, grants approval to dispose of equipment. Departments should obtain, and keep on file, a copy of

Administrative Policy 109.2: Non-Fixed Assets of less than \$1,000

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	I MILLY.					
ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
MY74G1R1TB	Used/Replaced			×		GIDEON AUCTIONEERS
602992	Used/Replaced			×		GIDEON AUCTIONEERS
MCT24113074	Used/Replaced			×		GIDEON AUCTIONEERS
B056038	Used/Replaced			×		GIDEON AUCTIONEERS
HK-810	Used/Replaced			×		GIDEON AUCTIONEERS
KFKEA4XA8BS21610	Used/Replaced			×		GIDEON AUCTIONEERS
KFKEA4XA7A330489	Used/Replaced			×		GIDEON AUCTIONEERS
6968200823592	Used/Replaced			×		GIDEON AUCTIONEERS
103179-068	Used/Replaced			×		GIDEON AUCTIONEERS
HM-78	Used/Replaced			×		GIDEON AUCTIONEERS
B344GD	Used/Replaced			×		GIDEON AUCTIONEERS
A0618772	Used/Replaced			×		GIDEON AUCTIONEERS
3LAHB105251	Used/Replaced			×		GIDEON AUCTIONEERS
	Used/Replaced	5		×		GIDEON AUCTIONEERS
	SSET TAG or SERIAL # 74G1R1TB 602992 602992 7124113074 B056038 B056038 B056038 HK-810 A4XA7A3074 A4XA7A330489 8200823592 8200823592 B3179-068 HM-78 B344GD B344GD A0618772	Condition Reason Used/Repla Used/Repla Used/Repla Used/Repla Used/Repla Used/Repla Used/Repla Used/Repla Used/Repla	Condition Reason Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced	Condition Reason Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced Used/Replaced	Condition ReasonDisposed MissingScrappedUsed/ReplacedMissingScrappedUsed/ReplacedIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	Condition ReasonDisposed MissingScrappedAuctioned SoldUsed/ReplacedXSoldXUsed/ReplacedXXXUsed/ReplacedX </td

Department/Division: Public Services	Public Service	es Name:		R. Jay Davoll	=	Title:	Title: Director
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
CD-Rom drive	7X4H004745	Used/Replaced			×		GIDEON AUCTIONEERS
Fluke volt meter	78722378	Bad/Broken			×		GIDEON AUCTIONEERS
Flow Meter	20894	Damaged/Replaced			×		GIDEON AUCTIONEERS
Flow Meter	20896	Damaged/Replaced			×		GIDEON AUCTIONEERS
Flow Meter	20895	Damaged/Replaced			×		GIDEON AUCTIONEERS
Flow Meter	20893	Damaged/Replaced			×		GIDEON AUCTIONEERS
F-150 CNG Tank with cover	NA	NOT USED			×		GIDEON AUCTIONEERS
33-0710 AIR COMPRESSO	800160 EMGLO	POOR			×		GIDEON AUCTIONEERS
SHOP CEILING LIGHTS	400W	POOR			×		GIDEON AUCTIONEERS
			2				
Department Director Approval:	Approval: R	and anall			Date:(8/29/2	2018
City Administrator Approval:	proval:				Date:		

Asset Management Surplus Form Administrative Policy 122.1.1: Capital Assets of \$1,000 or more

City Administrator and approved by City Council, grants approval to dispose of equipment and serves to update the the disposal of equipment. fixed asset inventory database. Departments should obtain, and keep on file, a copy of this written approval authorizing Complete the form below if city owned equipment is sold, transferred, or disposed of. This form, once signed by the

XGIDEON AUCTIONEERSXGIDEON AUCTIONEERSXGIDEON AUCTIONEERSXGIDEON AUCTIONEERSXGIDEON AUCTIONEERSXGIDEON AUCTIONEERS		(
	7		an Java Q	pproval:	Department Director Approval:
)	Used/Replaced	no number	Filter belt/Belt Press
			Used/Replaced	no number	Filter belt/Belt Press
			Used/Replaced	no number	Filter belt/Belt Press
			Used/Replaced	no number	Filter belt/Belt Press
			Used/Replaced	C-P6C79978	Siemens (Touch screen)
X GIDEON AUCTIONEERS			Used/Replaced	6AV6545-0CC10-0AX0	Siemens (Touch screen) 6AV6545-0CC10-0AX0
X GIDEON AUCTIONEERS			Bad - Burned out	J9S3324961	Siemens (PLC)
X GIDEON AUCTIONEERS			Bad - Burned out	J9S3324914	Siemens (PLC)
X GIDEON AUCTIONEERS			Bad - Burned out	20317 / SN# B66805-009	Teco VFD
X GIDEON AUCTIONEERS			Fair	19453 / SN# 3101484-1	Gear box
Auctioned Description of Disposal Sold Donated [where items were placed]	Scrapped Au	Disposed Missing	Condition Reason	ASSET TAG or SERIAL #	ITEM

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the disposal of equipmen Department/Division: Public Services

Name: R. Jay Davoll

Title: Director

Department/Division:		I MILLY.					
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
Computer	XP-PW-3111-0001	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	16191022300495	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	G9XQG51	Used/Replaced	_		×		GIDEON AUCTIONEERS
Computer	4120155605	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	4120155375	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	18382	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	19283	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	G253331	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	19022	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	RC330KKR10074600876	Used/Replaced			×		GIDEON AUCTIONEERS
Computer	no numbers	Used/Replaced			×		GIDEON AUCTIONEERS
Siemens VFD/240	IP 6SL3224-0BE33-7UAO T-F0211200011	Bad - Burned out			×		GIDEON AUCTIONEERS
Wilo 5.4 hp Lift Station Pump	650012779	Used/Replaced			×		GIDEON AUCTIONEERS
Motor U.S. 75H.P.	1MAF42754G2T2	Used/Replaced)		×		GIDEON AUCTIONEERS
Department Director Approval:	Approval:	Jon And			Date:	8/29/	129/2018

Department/Division:	Department/Division: Public Services	S Name:	1	R. Jay Davoll	=	Title:	Title: Director
ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
Prop Flow Meter	E-3113-3	Used/Replaced			×		GIDEON AUCTIONEERS
Prop Flow Meter	04-09227-12	Used/Replaced			×		GIDEON AUCTIONEERS
Pump Horizontal	86-04682-1	Used/Replaced			×		GIDEON AUCTIONEERS
Teco Drive H.P.50	B66805-009	Used/Replaced			×		GIDEON AUCTIONEERS
11-0834 CROWN VIC FORD 2005	2FAFP71W65X163736	POOR			×		GIDEON AUCTIONEERS
11-0846 CROWN VIC FORD 2006	2FAFP71W86X165862	POOR			×		GIDEON AUCTIONEERS
10-0761 TAURUS FORD 2001	1FAFP52261A247848	POOR			×		GIDEON AUCTIONEERS
10-793 EXPLORER FORD 2001	1FMZU72E52ZB13417	POOR			×		GIDEON AUCTIONEERS
25-0631 CASE BACKHOE 580L 1998	JJG0242549	POOR			×		GIDEON AUCTIONEERS
25-0736 BACKHOE CAT 416C 2000	04ZN23190	POOR			×		GIDEON AUCTIONEERS
10-0754 CROWN VIC FORD 2001	2FAFP74W11X172589	POOR			×		GIDEON AUCTIONEERS
22-0920 FRONT LOADER MACK MR 2002	1M2K195C03M022487	POOR			×		GIDEON AUCTIONEERS
11-1194 IMPALA CHEVROLET 2007	2G1WS55R179226646	POOR			×		GIDEON AUCTIONEERS
11-1198 IMPALA CHEVROLET: 2007	2G1WS55R779224562	POOR	2		×		GIDEON AUCTIONEERS
Department Director Approval:	Approval:	and and			Date:	8/29/	2018
City Administrator Approval:	oproval:	0			Date:		

Page 3

ITEM	ASSET TAG or SERIAL #	Condition Reason	Disposed Missing	Scrapped	Auctioned Sold	Donated	Description of Disposal [where items were placed]
85 TRUCK F-350 SD 2007	1FDWF36P76ED35195	POOR			×		GIDEON AUCTIONEERS
30-1227 EXPLORER 4X4 K9 2010	1FMEU7DE8AUA13528	POOR			Х		GIDEON AUCTIONEERS
36-0832 DODGE MAGNUM BLACK 2006	2D4FV47T36H114519	POOR			X		GIDEON AUCTIONEERS
11-0831 TRUCK F150 4X4 2005	1FTPW14525KD32056	POOR			×		GIDEON AUCTIONEERS
	2FAFP71W86X156627	POOR			×		GIDEON AUCTIONEERS
10-0957 CROWN VIC FORD 2004	2FAFP74W34X112253	POOR			×		GIDEON AUCTIONEERS
10-0971 TAURUS FORD 2004	1FAFP53U54A173052	POOR			×		GIDEON AUCTIONEERS
30-0994 TAURUS FORD 2005	1FAFP53U05A131535	POOR			×		GIDEON AUCTIONEERS
			C				
Department Director Approval:	Approval: R	mond			Date:	8/29/	2010

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CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: Septem FROM: Police EXHIBITS:

September 5, 2018 Police Department Agreements

SUBJECT:AUTHORIZEANAGREEMENTWITHPROPERTYREGISTRATIONCHAMPIONSTOPROVIDEREGISTRATIONSERVICESFORVACANTPROPERTIES IN ACCORDANCE WITH APOPKA ORDINANCE NUMBER 2185REQUEST:AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

SUMMARY:

The City, through Ordinance 2185, (AMC 42-120) requires any mortgagee who holds a mortgage on real property located within the city, upon default by the mortgagor and prior to the issuance of a notice of default, perform an inspection of the property. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned real property and the mortgagee shall, within ten days of the inspection, register the property with the city.

In 2010, the City entered into an agreement with Property Registration Champions (DBA PROCHAMPS, FKA VacantRegistry.com) utilizing the professional services agreement between the City of Ft. Myers and Property Registration Champions (PRC) to handle the registry, collection of fees, and electronic databases. This agreement expired in June. The City desires to continue the agreement. PRC has served the City and has provided support of code enforcement efforts without any negative issues. Recently, the City of Jacksonville reviewed their agreement with PRC and renewed their agreement. Staff recommends approval of the attached "Piggy Back" agreement to the City of Jacksonville including the scope of services.

Additionally, PRC has identified legal assistance in ensuring delinquent registrations are collected and assist in the negotiation of any settlement with the owner of multiple delinquent properties. This ensures compliance with the municipal code. Staff requests approval of the agreement with counsel to work with PRC in order to ensure vacant properties are registered, comply with code, and the appropriate fees and fines are collected.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the City Administrator to execute the agreements.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief

Public Services Director Recreation Director City Clerk Fire Chief

"PIGGYBACK" AGREEMENT BETWEEN CITY OF APOPKA, FL AND PROPERTY REGISTRATION CHAMPIONS, LLC

This "Piggyback" Agreement ("Agreement") is made as of this _____ day of ______, 2018 ("Effective Date") by and between Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Limited Liability Company with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC") and City of Apopka, a Florida municipal corporation, with an address at 120 E Main Street, Apopka, FL 32703 ("COMMUNITY"). The COMMUNITY and PRC agree as follows.

- 1. The purchasing policy for the COMMUNITY allows for "piggybacking" contracts.
 - a. Pursuant to this procedure, the COMMUNITY is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that PRC has entered into a contract with the County of Jacksonville, Florida ("Original Contract"). The Original Contract is incorporated herein and is attached as Exhibit A to this Agreement. All of the terms and conditions set forth in the Original Contract, and any and all amendments thereto, are fully binding on the parties and said terms and conditions are incorporated herein.
- 2. Notwithstanding the requirement that the Original Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Contract as applied to this Agreement between PRC and the COMMUNITY, as follows.
 - a. <u>Compensation</u>. PRC shall charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All related fees shall be taken out of the COMMUNITY's remittance provided herein.
 - b. Maximum Indebtedness. MAXIMUM INDEBTEDNESS is hereby deleted in its entirety.
 - c. <u>Term</u>. This Agreement shall terminate concurrently with the Original Contract. This Agreement will automatically renew concurrently with each renewal of the Original Contract, unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

"PIGGYBACK" AGREEMENT BETWEEN CITY OF APOPKA, FL AND PROPERTY REGISTRATION CHAMPIONS, LLC

- d. <u>Contract Documents</u>. This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:
 - This document, as modified, and any subsequent signed amendments.
 - The COMMUNITY Ordinance No. 2185, dated: effective 08/04/2010 (the "Ordinance").
 - The Original Contract.
- e. <u>Notices</u>. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY:	City Administrator City of Apopka 120 East Main Street Apopka, Florida 32703
PRC:	David Mulberry, President/CEO 2725 Center Place Melbourne, FL 32940 Telephone No. (321) 421-6639 Facsimile No. (321) 396-7776

f. Contract Managers. Is hereby deleted in its entirety

g. Indemnification.

- a. <u>Indemnification by PRC</u>. PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **Indemnification by Community.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a

"PIGGYBACK" AGREEMENT BETWEEN CITY OF APOPKA, FL AND PROPERTY REGISTRATION CHAMPIONS, LLC

public records request. However, nothing in this agreement nor any exhibit shall be deemed a waiver of the City's sovereign immunity.

- h. <u>Warranty</u>. All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the COMMUNITY, and the laws of any federal, state, or local regulatory.
- i. **Exhibit B.** EXHIBIT B is hereby deleted in its entirety.
- j. <u>Community Logo</u>. COMMUNITY shall provide the COMMUNITY's logo to PRC for PRC's use when citing the COMMUNITY's Ordinance to mortgagees.
- k. <u>Entire Agreement</u>. All other provisions in the Original Contract not expressly modified herein are fully binding on the parties. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF APOPKA, FLORIDA

	Date:	
Edward Bass, City Administrator		
City of Apopka 120 East main Street Apopka, Florida 32703		Reviewed by Police Staff Attorney
PROPERTY REGISTRATION CHAMPION	IS, LLC	Erin DeYoung
DAVID MULBERRY, PRESIDENT/CEO	Date:	
Property Registration Champions, LLC 2725 Center Place Melbourne, FL 32940		

EXHIBIT A

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assignment") is effective as of the <u>3</u> day of <u>100</u> 2017 (the "Effective Date"), by and among COMMUNITY CHAMPIONS CORPORATION, a Florida corporation, ("Assignor"), **PROPERTY REGISTRATION CHAMPIONS, LLC**, a Florida limited liability company ("Assignee") and the CITY OF JACKSONVILLE, a Florida municipal corporation ("City").

BACKGROUND FACTS

A. Assignor and City are parties to that certain Services Contract for Registry of Foreclosed/Abandoned Properties dated October 1, 2015 pursuant to the City's RFP #P-38-15, as amended by that certain First Amendment dated December 1, 2017 (City Contract # 9544-01) (the "Agreement").

B. Assignee is a wholly owned subsidiary of Assignor.

C. Assignor has represented to City that immediately after the Effective Date, Assignee will perform all of Assignor's obligations under the Agreement in the same manner as performed by Assignor.

D. Assignor possesses all right, title and interest in and to the Agreement and desires to assign, transfer and convey the Agreement to Assignee, and Assignee desires to accept such assignment and transfer upon the terms and conditions set forth herein.

E. The City's Professional Services Evaluation Committee and Mayor approved the City's consent to the assignment of the Agreement from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Background Facts</u>. The background facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. <u>Assignment</u>. As of the Effective Date, Assignor hereby assigns, transfer and conveys to Assignee all of its right, title and interest in, to and under the Agreement, and delegates to Assignee all of its now existing and hereafter arising duties and obligations under the Agreement.

3. <u>Assumption</u>. As of the Effective Date, Assignee acknowledges and accepts the foregoing assignment and delegation and expressly assumes, confirms and agrees to perform, comply with and observe all of the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Agreement, regardless of when such covenants, agreements, terms, conditions, obligations, duties and liabilities accrued, arose, or were incurred, together with all

outstanding and future obligations of any kind whatsoever related thereto as and when due to be paid and performed.

4. <u>City Consent</u>. By executing this Assignment, the City expressly agrees and consents to and acknowledges Assignor's assignment of the Agreement, pursuant and subject to the terms of this Assignment. This consent is expressly limited to the assignment to and assumption by Assignee pursuant hereto and shall not be deemed to be the consent to or authorization for any further or other assignment of the Agreement. Nothing contained in this Assignment shall be construed as modifying, waiving or affecting any of the provisions, covenants, terms and conditions or any of City's rights or remedies under the Agreement other than as specifically set forth herein. The parties hereby agree that Assignee shall be substituted for Assignor for the purposes of the Agreement. The parties hereby acknowledge that City's consent to this Assignment does not waive any rights the City may have to take action against Assignor with respect to any breaches of the Agreement by Assignor occurring prior to the Effective Date, and Assignor shall remain fully bound by and subject to the terms, conditions and covenants set forth in the Agreement, and the City may continue to look to Assignor to enforce all of the terms and conditions of the Agreement as if the assignment contemplated hereby had not occurred.

5. <u>Further Assurances</u>. Assignor and Assignee each agree, upon request by City, to execute, acknowledge and deliver or cause to be delivered such further instruments and do such further acts as may be necessary to carry out the purpose and intent of this Assignment.

6. Effect. All terms and conditions of the Agreement shall remain in full force and effect.

7. <u>Successors</u>. All future transfers and assignments of the Agreement transferred and assigned hereby are subject to the transfer and assignment provisions of the Agreement. This Assignment shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.

8. <u>Counterpart Execution</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Assignment may be sent by pdf or facsimile and shall be acceptable and binding for all purposes.

9. <u>Authority</u>. Each of Assignor and Assignee represents and warrants to City that it has full right and authority to execute and perform its obligations under this Assignment and the Agreement, and the person(s) executing this Assignment on Assignor and Assignee's behalf represent and warrant to City that such person(s) are duly authorized to execute this Assignment and that all necessary approvals have been obtained to execute this Assignment. Assignor and Assignee shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

[Remainder of page intentionally left blank by the parties; signatures pages follow immediately.]

IN WITNESS WHEREOF, Assignor, Assignee and City have executed this Assignment effective as of the Effective Date.

WITNESS:

ASSIGNOR:

COMMUNITY CHAMPIONS CORPORATION

Print Name: Ann

By:_____ Print Name: berry Its: PRESI

WITNESS:

ASSIGNEE:

PROPERTY REGISTRATION CHAMPIONS, LLC

Print N

By: Danielle Kieselhorst Name: Danielle Kieselhorst Title: Director of Operations

[City signature page to immediately follow]

ATTEST:

CITY OF JACKSONVILLE, a Florida municipal corporation

By: ames K. Lenny James R. McCain, Jr. Curry Corporation Secretary l Mayor Sam E. Mousa Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No. 2015-05

In accordance with the Ordinance Code of the City of Facksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

By:

Director of Finance

Form Approved:

Office of General Counsel

By

GC-#1177764-v1-Community_Champions_Assignment.doc

FIRST AMENDMENT TO SERVICES CONTRACT BETWEEN And THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION FOR REGISTRY OF FORECLOSED/ABANDONED PROPERTIES

9544-01

of _______, 2017, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City"), and COMMUNITY CHAMPIONS CORPORATION, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, effective as of October 1, 2015, City and Consultant made and entered into City Contract No, 9544-01 (the "Contract"); and

WHEREAS, from October 1, 2017, through the day and year first above written, the parties have worked together continuously and without interruption; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by accepting, adopting, and ratifying all actions of the parties under said Contract from October 1, 2017, through the day and year first above written, and by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein by this reference.

2. All actions of the parties under the provisions, terms, and conditions of said Contract from October 1, 2017, through the day and year first above written are accepted, adopted, and ratified.

3. Section 5 of said Contract is amended by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-vear renewal options remaining, and as amended shall read as follows:

"5. <u>Term.</u> The initial term of this Contract shall commence on the Effective Date and shall expire on September 30 2018, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2) additional one (1) year periods by the City, in its sole discretion, upon sixty (60) days' notice prior to end of the then-current term upon term's mutually agreed by the parties."

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms,



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division Ed Ball Building 214 N. Hogan Street, Suite 800 Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

October 12, 2017

The Honorable Lenny Curry, Mayor City of Jacksonville 4th Flaor, St. James Building Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-38-15 Registry of Forectosed Abandoned Properties (Amendment No. 1) Neighborhoods Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Boll Building, for the purpose of amending the above-referenced contract,

The following motion/recommendation was adopted.

That Contract No. 9544-01 between the City of Jacksonville and Community Champions Corporation for Registry of Foreclosed/Abandoned Properties be amended to: ratily the contract from October 1, 2017 to October 12, 2017 and extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances. Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted.

Gregory Pease, Chief Procurement Division Chaiman, Professional Services Evaluation Committee

GP cb

Couriel Austoi Jan Coto, OGC Maina Groy, GAD Succommittee Members

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Sam E. Mousa Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No. 2015-05

SERVICES CONTRACT BETWEEN

THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION (Registry of Vacant/Abandoned Properties in Duval County, Florida)

THIS CONTRACT, made and entered effective as of October 1, 2015 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City"), and COMMUNITY CHAMPIONS CORPORATION, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, the City issued a Request for Proposal No. P-38-15 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Consultant's response to the RFP dated September 3, 2015, consisting of 39 pages (the "Response"), the City has negotiated and awarded this Contract to Consultant; and

WHEREAS, pursuant to the Professional Services Evaluation Committee ("PSEC") Award letter dated September 24, 2015, and approved on September 28, 2015, for the RFP, the City hereby engages the services of the Consultant as more particularly set forth in <u>Attachment</u> <u>A</u> (the "Services").

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

1. <u>Incorporation by Reference</u>. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein. Any exhibit or attachment to this Contract that is referenced in this Contract, is, by this reference, made a part of this contract and is incorporated herein.

2. <u>Performance of Services</u>. The Consultant agrees to perform the services as specified in the RFP and the Response Sheet, more specifically set forth in <u>Attachment A</u>. If a conflict exists between the terms of service specified in the RFP and those set forth in Attachment A, the terms of service in Attachment A will prevail.

3. <u>Compensation</u>. The Consultant will be paid by the City for the Services as specified on the price sheets attached as <u>Attachment B</u>.

4. <u>Maximum indebtedness.</u> As required by Section 106.431, Ordinance code, the City's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Zero and No/100 (\$0.00).

5 <u>Term.</u> The initial term of this Contract shall commence on the Effective Date and shall **expire on September 30 2017**, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by (i) the City, it its sole discretion, upon sixty (60) days' notice prior to end of the then-current term upon terms mutually agreed by the parties.

6. <u>Contract Documents.</u> This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

The Planning and Development Department, where Housing and Audit. 7. Community Development operates, and the City Council Auditors, shall have the right, during normal business hours, to enter the vendor's business property, upon reasonable prior notice, to inspect the operations and facilities of the vendor and to audit, inspect and examine the vendor's books and records and state and federal tax returns, insofar as they relate to compliance with the contractual provisions, this Chapter and any rules adopted by the Planning and Development Department pursuant hereto. This information shall include. but not be limited to, the following: billing rates, billing amounts, accounts receivable and list Additionally, the City Council Auditors may communicate directly with of accounts. customers (mortgagees in this case) for the purpose of confirming compliance with this Section. To the extent authorized by Section 119.165, Florida Statutes, or other applicable law, this information shall remain confidential. Refusal to permit inspection shall be cause for suspension or revocation of the vendor contract. The vendor shall deliver to the Planning and Development Department a true and correct monthly report of gross receipts generated during the previous month for all registrations, fees, and penalties within the City on or before the last day of each month. The vendor shall, on or before 90 days following the close of the City's fiscal year, deliver to the Planning and Development Department a statement of its annual gross receipts generated from accounts within the City reflecting gross receipts within the City for the preceding City fiscal year. The statement shall be audited by an independent certified public accountant licensed to do business in the state, and shall be accompanied by the certified public accountant's opinion of its accuracy without qualifications or reservations. If a conflict exists between the terms of the RFP as to the audit and the provisions of this contract, this contract shall prevail.

Remainder of page left blank intentionally

2

8. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville Housing and Community Development Division 214 North Hogan Street, 3rd Floor Jacksonville, Florida 32202 Attn: Chief

With a Copy to:

Office of General Counsel City of Jacksonville 117 West Duval Street, Suite 480 Jacksonville, Florida 32202 Attn: Corporation Secretary

As to the Consultant:

Community Champions Corporation 6767 North Wickham Road, Suite 500 Melbourne, Florida 32940 Attn: David Mulberry, CEO (321) 421-6639, (321) 396-7776 (fax)

9. <u>Contract Managers.</u> Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is T. Scott McLarty 214 North Hogan Street, 3rd Floor Jacksonville, Florida 32202, and the Consultant's Contract Manager is David Mulberry, 6767 North Wickham Road, Suite 500 Melbourne, Florida 32940. Each Party's shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

10. <u>Entire Agreement</u>. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. The Consultant may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (eg., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. The Consultant acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party. 11. <u>Amendments</u>. All changes to, additions to, modifications of or amendment to this Contract, or .any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

12. <u>Counterparts</u>. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

COMMUNITY CHAMPIONS CORPORATION,

a Florida corporation

By:

David Mulberry as CEO

CONSULTANT INFORMATION

Name:	Community Champic	ons Corporation		
Contact:	David Mulberry			
Address:	6767 North Wickman Road, Suite 500			
Melbourne, Florida 32940				
Telephone:	(321) 421-6639	Fax: (321) 396-7776		
E-Mail:	sblasie@cchampions	s.com		
Federal Tax Identification Number: 26-4760904				
Data Universal Numbering System (DUNS Number):				
Central Contractor Registration (CCR Number):				

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST: CITY OF JACKSONVILLE, a Florida municipal corporation By: BV: ames James R. McCain, Jr. ennv As Corporation Secretary ED In compliance with Section 24.103(e) of the participance Code of City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid. 9544.01 Mg As Director of Finance Contract # FORM APPROVED: By: fice of General Counsel

G:\Finance & Compliance\Legal\Contracts\Drafts\2015-2016\Fcls Registry – Community Champions.doc G:\Gov't Operations\SStockweil\Housing Department\foreclosure registry\Fcls Registry - Community Champions contract.doc

ATTACHMENT A Scope of Work

SCOPE OF WORK

Community Champions Corporation ("Consultant") will provide qualified expertise and experience in developing, implementing and maintaining a web based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

1. The Consultant will develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go online and register vacant properties and fee collection requirements.

2. Identify real properties determined to be "abandoned" within the City of Jacksonville, Florida (the "City") as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for all properties required to be registered.

3. Notify mortgage holder of its requirement to register properties within ten (10) days of the date that the mortgagee declares its mortgage to be in default pursuant to City Ordinance 2015-340-E.

4. Provide the mortgage holder with detailed instructions on how to register the property, identify information required to complete the registry, access to the registry system, select and identify the local property manager, and any other information necessary by the mortgage holder to complete the registration of the property.

5. Train and provide support with the responsible person for the lender/mortgagee to electronically register the information.

6. Provide the City with free access to and training on the web-based electronic registry system and reporting tools.

7. Provide any necessary reporting of registry data to the Buyer as well as provide system access for the City to create and generate reports via the internet.

8. Provide the financial accounting of property registrations and identify those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.

9. Provide company annual audited financials and other requested materials upon request by the City.

10. Track and report all changes of information in status and, at a minimum, update information on a monthly basis.

ATTACHMENT B

(See Attached)

Exhibit B

Form 1 - Price Sheet han22013 NAME OF CONSULTANT **Proposal Number**

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

lease Dee Delow

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): Project Manager (Responsible Professional): \$____

3. Other Direct Project Costs per Unit (please specify)

4.

Estimated percentage of total fee to be performed by sub-Consultants

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

New and Renewal Registration Fee - CChampions maintains a straight forward business model with respect to registration fees, charges and costs. Our registration revenue share agreements simply state that CChampions retains \$100.00 of each registration processed/collected with the remainder going to the community. CChampions reserves the right to approach the city to renegotiate fees for each renewal year.

Late Registration Fee - Jacksonville's ordinance requires a \$50 late fee. When collected this \$50 late fee will be entirely remitted by CChampions to the community.

Registration Update Fee - Jacksonville's ordinance requires a \$50 update fee. This \$50 update fee will be retained by CChampions with no portion being remitted to the community

THIS AGREEMENT made and entered into this ______ day of ______, 2018 by and between BREAK POINT LAW, LLC, a Florida Limited Liability Company with an address at 4100 N. Wickham Road, Suite 107A #251, Melbourne, FL 32935 ("ATTORNEY") and City of Apopka, a political subdivision of the State of Florida, with an address at 120 E Main Street, Apopka, FL 32703 ("CLIENT").

WITNESSETH:

I. SCOPE OF REPRESENTATION. CLIENT, City of Apopka, retains the undersigned ATTORNEY to represent it in regard to collections on certain fees, fines, and penalties pursuant to Chapter 42, Article II, Division 5 of the Code of the City of Apopka, entitled "Registration, Maintenance and Security of Abandoned Real Property" ("Services") in the City of Apopka, Florida, and CLIENT does hereby give to said ATTORNEY the exclusive right to take all legal steps to represent the CLIENT's interests.

II. DUTIES OF ATTORNEY.

- a. Collection activities shall be in compliance with federal, state and local laws or regulations, and will be conducted in a courteous and businesslike manner always considering the image and reputation of the CLIENT.
- b. Collections made by ATTORNEY will be deposited immediately into a separate trust account maintained in a federally insured bank for CLIENT.
- c. All collections made by ATTORNEY on behalf of CLIENT shall be remitted to CLIENT, less ATTORNEY's collection fees, on the fifteenth (15th) and the last day of each month, for all monies collected for the previous fifteen (15) day period.
- d. ATTORNEY will not initiate any form of legal action without prior written consent from CLIENT.
- e. Accounts placed by CLIENT with ATTORNEY for collection may be withdrawn by CLIENT through reasonable written request after sixty (60) days of date assigned.
- f. ATTORNEY shall not use or disclose or in any manner make available to any third party any account information provided to it by CLIENT or obtained by it in providing services hereunder.
- g. ATTORNEY shall take all steps necessary to reduce burden on CLIENT, by preparing all necessary municipal lien documents, witness statements/affidavits, invoice statements, or any other necessary document needed to collect on a municipal lien/debt.
- h. ATTORNEY will comply with all laws and rules of the Florida Bar.
- i. ATTORNEY will be an independent contractor and not an employee of the City of Apopka.

III. CONTINGENCY FEE.

a. In consideration of the Services rendered and to be rendered by said ATTORNEY, CLIENT hereby agrees to pay ATTORNEY fifty percent (50%) of fines and penalties collected, but not fees. It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, CLIENT will not be indebted to

ATTORNEY for any sum whatsoever as attorney's fees, costs and/or expenses.

- b. It is further understood that the fee agreed upon herein does NOT include services for litigation if such should become necessary. In the event litigation is necessary, ATTORNEY shall hire a law firm approved by CLIENT to handle the litigation and ATTORNEY shall pay such law firm directly any and all attorney's fees, cost and/or expenses due to the law firm. In the event litigation is necessary, CLIENT hereby agrees to pay ATTORNEY sixty percent (60%) of the fines and penalties collected, but not fees. ATTORNEY hereby agrees to defend and indemnify CLIENT from any and all attorney's fees, costs and/or expenses that may become due to any law firm providing services to CLIENT in accordance with this paragraph III(b).
- c. When ATTORNEY collects funds from delinquent registrations, ATTORNEY shall remit to PROCHAMPS, the registration fee amount due under the Foreclosure Registry/Real Property Registration System contract, out of ATTORNEY's percentage. For example, if ATTORNEY collects \$700.00 in fees and fines for one registration, ATTORNEY shall remit the fee as follows: \$100.00 to PROCHAMPS, \$100.00 to CLIENT; ATTORNEY shall remit the fine as follows: \$250 to CLIENT, \$250 to be retained by ATTORNEY.
- d. ATTORNEY shall have the right to negotiate a settlement with the owner of multiple delinquent properties without CLIENT approval if one hundred percent (100%) of the registration fees will be received by CLIENT. All amounts collected though a negotiation of multiple properties shall entitle ATTORNEY to a fee amount equal to sections III (a) and (b) herein, as applicable.
- e. CLIENT acknowledges that the basis of computing ATTORNEY'S compensation has been fully explained to CLIENT and that ATTORNEY'S compensation is based upon, among other factors, the time and labor involved, novelty or difficulty of questions presented, the results obtained, time limitations imposed by this representation, the reputation, experience and ability of ATTORNEY in performing this type of service.
- f. CLIENT acknowledges that ATTORNEY has made no promises to CLIENT as to the outcome of the case except that ATTORNEY has promised to render his/her best professional skill.

IV. INSURANCE.

a. ATTORNEY shall maintain the following minimum insurance coverage: professional liability insurance for an amount required by CLIENT, if applicable to the services.

V. SUPPORT AND MAINTENCE.

a. ATTORNEY shall provide all support and maintenance required in connection with the Services.

VI. SURVIVAL.

a. The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond

termination or expiration, either by their inherent nature or by their express terms.

VII. AUDIT AND RECORDS.

- a. ATTORNEY shall maintain records pertaining to this agreement for a period of six years from final payment. Such records shall be subject to audit by the CLIENT on reasonable advanced, written notice. The audit shall be conducted at the premises of the CLIENT on business days only and during normal working hours.
- b. ATTORNEY understands that the City of Apopka is subject to public records laws. While many of the documents generated may be exempt due to attorney/client privilege, the ATTORNEY agrees to comply with all Public Records Laws.
- c. Pursuant to Florida Statute 119.0701: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: <u>rfernandez@apopka.net</u>, 112 East 6th Street, Apopka, Florida, 32703.
- d. The contractor will:
 - i. Keep and maintain public records required by the public agency to perform the service.
 - ii. Upon request from the public agency's custodian of public records, provide the public agency 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.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CLIENT.
 - iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the ATTORNEY keeps the records, the ATTORNEY shall continue to comply with all public record retention laws.

VIII. GOVERNING LAW.

a. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of conflicts of laws.

IX. EXPENSES:

a. During the term of this Agreement, ATTORNEY shall be responsible for all expenses and costs associated with the Services including, without limitation office location, mileage, travel expenses to and from work sites, meals, lodging, office supplies, phones, computers, faxes, copying, business cards, and Service Provider's employees and subagents.

X. TERM AND TERMINATION

- a. Either party may terminate this agreement without cause upon written notice.
- b. Neither party may assign this Agreement.
- XI. CLIENT'S RIGHTS. THE UNDERSIGNED CLIENT HAS, BEFORE SIGNING THIS CONTRACT, RECEIVED AND READ THE STATEMENT OF CLIENT'S RIGHTS, AND UNDERSTANDS EACH OF THE RIGHTS SET FORTH THEREIN. THE UNDERSIGNED CLIENT HAS SIGNED THE STATEMENT AND RECEIVED A SIGNED COPY TO KEEP AND TO REFER TO WHILE BEING REPRESENTED BY THE UNDERSIGNED ATTORNEY(S).

[Remainder of page intentionally left blank.]

CLIENT'S SIGNATURE HEREON SHALL CONSTITUTE ATTORNEY'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION.

CLIENT hereby acknowledges that all of the terms of this agreement have been fully explained to CLIENT, and that CLIENT fully understands all of the provisions herein.

CITY OF APOPKA, FLORIDA:

DATED THIS day of	, 2018.
Ву:	Deviewed by
Name, Title:	Reviewed by Rolice Staff Attorney Erin DeYoung
BREAK POINT LAW, LLC:	
DATED THIS day of	, 2018.
By: Clifford Johnson, Esq.	



X CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: FROM: EXHIBITS: September 5, 2018 Police Department

<u>SUBJECT:</u> NOTIFICATION OF APPLICATION FOR FISCAL YEAR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM.

<u>REQUEST:</u> THE POLICE DEPARTMENT IS SUBMITTING AN APPLICATION TO RECEIVE \$14,007.00 IN GRANT FUNDING TOWARD THE PURCHASE OF TRAFFIC RADAR SPEED SIGNS TO HELP ASSIST WITH DATA COLLECTION AND TRAFFIC CALMING.

SUMMARY:

Attached, you will find a memo of intent to obtain funds in accordance with the grant application requirements. This notification is to permit comment from both the council and the public.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the department's application for funding in accordance with the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief



City of Apopka Police Department 112 E. 6th Street Apopka, Florida 32703

Memorandum

Date:	September 5, 2018
То:	Honorable Bryan Nelson and Commissioners
RE:	2018 Justice Assistance Grant

This letter is to give notice the department is applying for Federal Funding available from the Department of Justice, Bureau of Justice Assistance. The funding being requested is for a grant to purchase new portable radar speed signs to help with our "traffic calming" efforts. These signs are placed in specific areas to monitor and alert motorists if they are driving over the posted speed limit. They have the ability to analyze and collect traffic data which allows the department to study certain attributes, such as the extent of danger an area poses for pedestrians and cyclists. This helps determine when and where to deploy resources if enforcement is necessary.

In keeping with the requirements of the grant, I am required to notify the public through a public posting, which has been done by placing notice in the lobby of City Hall.

Additionally, I am required to notify the Commission of my intent to obtain funds and make the application available. This is to permit for both public and commission feedback. Should we receive the funds, there is no requirement that we match the funds being requested. If you have any questions, please feel free to contact me or Lieutenant Jason Woertman.

Respectfully,

Mine McKing

Michael McKinley Chief of Police



X CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: Se FROM: Po EXHIBITS:

September 5, 2018 Police Department Agreements

<u>SUBJECT:</u> PRIVATE STREET AGREEMENT

<u>REQUEST:</u> AUTHORIZE THE POLICE CHIEF TO EXECUTE A TRAFFIC ENFORCEMENT AGREEMENT WITH THE WEKIVA PRESERVE HOMEOWNER'S ASSOCIATION, INC. TO ENFORCE TRAFFIC LAWS PURSUANT TO FLORIDA STATUTE.

SUMMARY:

The Police Department has been approached by the Wekiva Preserve Homeowner's Association, Inc. controlling the private roads within the neighborhood, to enforce municipal and state traffic codes and laws within the gated neighborhood. Florida State Statute 316.006(2)(b) allows for a municipality to exercise jurisdiction over any private road within its boundaries if the municipality and party owning such road enter into a written agreement approved by the City Council. A copy of the agreement has been executed by the Association and is attached.

FUNDING SOURCE:

Not Applicable.

RECOMMENDATION ACTION:

Ratify the agreement and authorize the Police Chief to execute the agreement on behalf of the City.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

This Agreement for Traffic Control on Private Roads located in the gated community of WEKIVA PRESERVE HOMEOWNER'S ASSOCIATION, INC is entered into by and between the City of Apopka, Florida (hereinafter referred to as the "City"), and WEKIVA PRESERVE HOMEOWNER'S ASSOCIATION, INC (hereinafter referred to as "Wekiva Preserve").

WITNESSETH:

WHEREAS, the Wekiva Preserve Homeowners Association owns fee simple title to all the private roadways lying within a gated community (hereinafter "Private Roads") more specifically described in a sketch of the property to be provide to the City of Apopka Police Department. These private roadways are located within the corporate limits of the City of Apopka; and

WHEREAS, pursuant to state statute, the City does not have traffic control jurisdiction over private roads such as those owned by Wekiva Preserve; and

WHEREAS, Section 316.006(2)(b), *Florida Statutes*, provides that a city may exercise jurisdiction over any private roads if the city and the party owning such roads provide for city traffic control jurisdiction by a written agreement approved by the City Council; and

WHEREAS, the Wekiva Preserve wants the City to exercise traffic control jurisdiction over traffic offenses upon the Private Roads; and

WHEREAS, the City of Apopka Police Department is willing to exercise traffic control jurisdiction over traffic offenses upon the Private Roads; and

WHEREAS, the City of Apopka believes that a public purpose is served by enforcing traffic laws within the private roads owned by Wekiva Preserve; and

WHEREAS, the parties desire to set forth the terms and conditions required for such an agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the City and Wekiva Preserve Homeowners Association, Inc. hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **TRAFFIC CONTROL JURISDICTION.** The City agrees to exercise jurisdiction over traffic offenses upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(2)(b), *Florida Statutes* and as amended. The foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the Private

Roads. All decisions regarding the level of traffic enforcement on the Private Roads and staffing related thereto shall be within the sole discretion of the Chief of Police.

3. **TRAFFIC CONTROL SIGNAGE.** Wekiva Preserve shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate signage along said roads. Such signage must comply with Department of Transportation requirements prior to any enforcement action. The City shall enforce the speed limits consistent with Section 316.183, Florida Statutes.

4. AUTHORITY IN ADDITION TO EXISTING AUTHORITY. The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the authority presently exercised by the City over the Private Roads, and nothing herein shall be construed to limit or remove any such authority. The City agrees to continue to provide such police services as are required by law.

5. **COMPENSATION**. Pursuant to Florida Statute 316.006(2)(b)(1), the Wekiva Preserve Homeowners Association, Inc. shall compensate the City of Apopka Police Department for the actual costs of traffic control and enforcement performed under this Agreement.

6. **CITY TO RETAIN REVENUES.** All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws as described above on the Private Roads shall be retained by the City and apportioned in the manner set forth in applicable statutes.

7. **LIABILITY NOT INCREASED.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City than that which the City would ordinarily be subjected to when providing its normal police services.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Wekiva Preserve Homeowners Association, Inc. shall indemnify, defend, and hold the City harmless from any loss, cost, damage or expense, including attorney's fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage or signage or any matter related to providing traffic control enforcement pursuant to this Agreement. To ensure its ability to fulfill its obligation under this paragraph, Wekiva Preserve Homeowners Association, Inc. shall maintain General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), and shall file with the City current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the City as and additional insured as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City. No claims whatsoever shall be made or asserted against the City by the Association for or on account of anything done or as a result of anything omitted to be done in connection with this Agreement.

9. **ROAD MAINTENANCE.** Neither the existence of the Agreement nor anything contained herein shall impose any obligation or duty upon the City to provide maintenance on and/or related drainage of the Private Roads. The maintenance, repair and construction or

reconstruction of all roads, drainage and signage within the Wekiva Preserve shall at all times be solely and exclusively the responsibility of the Wekiva Preserve Homeowners Association, Inc.

10. **TERM.** The term of this Agreement shall commence on Wekiva Preserve and continue through one (1) year from the date of execution by the City Council of the City of Apopka and shall thereafter automatically continue for successive one year terms unless terminated by either party by thirty (30) days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **APPLICABLE LAW**. This agreement and the provision contained herein shall be construed and interpreted according to the laws of the State of Florida.

12. ENTIRE AGREEMENT. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with the approval of the City Council.

13. **NOTICE.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following:

AS TO THE CITY:

City Administrator City of Apopka 120 East Main Street Apopka, Florida 32703

AS TO WEKIVA PRESERVE HOMEOWNER'S ASSOCIATION, INC c/o Registered Agent Name & Address JORDAN, BRETT M 882 JACKSON AVENUE WINTER PARK, FL 32789

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

By:

ATTEST:

CITY OF APOPKA

By:

Linda Goff, City Clerk

Bryan Nelson, Mayor

Date:

WEKIVA PRESERVE HOMEOWNERS ASSOCIATION, INC.

MySTAL LAWRENCE, VICETRESIDAY By: Printed Name/Title 7

Date:

WITNESS: ame Printed

Date: ______

Signature

Date:

Name Printed

(HOA NAME) WEKIUA PRESCUE HOMEOWNERS ASSOCIATION, INC.

163/2010 Date: _ /

WITNESS:

Date: 8/03/18

Signature

Date:

Name Printed



CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: September 5, 2018 FROM: Public Services EXHIBITS:

SUBJECT: RENEWAL FOR THE NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA WITH ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

<u>REQUEST:</u> AUTHORIZE A TWO-YEAR RENEWAL FOR ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

SUMMARY:

On September 16, 2015, the City Council approved Resolution No. 2015-20, granting Advanced Disposal Services Solid Waste Southeast, Inc., a non-exclusive franchise for roll-off collection.

This franchise agreement expires September 15, 2018, and the current agreement authorizes an additional two-year extension, at the option of the City.

This agreement yields a minimum \$960.00 annually for the City.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the renewal of the franchise agreement for the additional term of two (2) years.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief



CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: September 5, 2018 FROM: Public Services EXHIBITS:

SUBJECT: RENEWAL FOR THE NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA WITH REPUBLIC SERVICES OF FLORIDA GP, INC.

<u>REQUEST:</u> AUTHORIZE A TWO-YEAR RENEWAL FOR REPUBLIC SERVICES OF FLORIDA GP, INC.

SUMMARY:

On September 16, 2015, the City Council approved Resolution No. 2015-17, granting Republic Services of Florida Gp, Inc., a non-exclusive franchise for roll-off collection.

This franchise agreement expires September 15, 2018, and the current agreement authorizes an additional two-year extension, at the option of the City.

This agreement yields a minimum \$960.00 annually for the City.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the renewal of the franchise agreement for the additional term of two (2) years.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief



CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: September 5, 2018 FROM: Public Services EXHIBITS:

SUBJECT: RENEWAL FOR THE NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA WITH USA SERVICES OF FLORIDA, INC.

<u>REQUEST:</u> AUTHORIZE A TWO-YEAR RENEWAL FOR USA SERVICES OF FLORIDA, INC.

SUMMARY:

On September 16, 2015, the City Council approved Resolution No. 2015-19, granting USA Services of Florida, Inc., a non-exclusive franchise for roll-off collection.

This franchise agreement expires September 15, 2018, and the current agreement authorizes an additional two-year extension, at the option of the City.

This agreement yields a minimum \$960.00 annually for the City.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the renewal of the franchise agreement for the additional term of two (2) years.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief



CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: September 5, 2018 FROM: Public Services EXHIBITS:

SUBJECT: RENEWAL FOR THE NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA WITH WASTE MANAGEMENT INC. OF FLORIDA.

<u>REQUEST:</u> AUTHORIZE A TWO-YEAR RENEWAL FOR WASTE MANAGEMENT INC. OF FLORIDA.

SUMMARY:

On September 16, 2015, the City Council approved Resolution No. 2015-18, granting Waste Management Inc. of Florida, a non-exclusive franchise for roll-off collection.

This franchise agreement expires September 15, 2018, and the current agreement authorizes an additional two-year extension, at the option of the City.

This agreement yields a minimum \$960.00 annually for the City.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the renewal of the franchise agreement for the additional term of two (2) years.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief



- ___ CONSENT AGENDA
- ____ PUBLIC HEARING
- ____ SPECIAL REPORTS
- ___OTHER:

MEETING OF: September 5, 2018 FROM: Public Services EXHIBITS:

<u>SUBJECT:</u> GENERAL CONTRACTING SERVICES.

<u>REQUEST:</u> APPROVE THE FIRST EXTENSION OF THE CONTRACTS FOR GENERAL CONTRACTING SERVICES WITH ACCUTECH CONSTRUCTION INC., C G C KILFOYLE, INC. AND CORE CONSTRUCTION SERVICES OF FLORIDA, LLC FOR A PERIOD OF ONE YEAR

SUMMARY:

On April 19, 2017, the City Council Awarded General Contracting Services Contracts AccuTech Construction Inc., C G C Kilfoyle, Inc. and Core Construction Services of Florida, LLC, to provide the City with consulting services, with two one-year extensions.

The services will be performed on an as needed basis. This is the first extension of each contract, and will be retroactive to the original approval date.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve the first one (1) year extension of each contract for Contracts AccuTech Construction Inc., C G C Kilfoyle, Inc. and Core Construction Services of Florida, LLC, retroactive to April 19, 2018.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief



CONSENT AGENDA	MEETING OF:	September 5, 2018
PUBLIC HEARING	FROM:	Administration
SPECIAL REPORTS	EXHIBITS:	Agreement
OTHER:		

SUBJECT: CAMP THUNDERBIRD SEPTIC TO DISTRIBUTED SEWER RETROFIT PROJECT

APPROVE THE COST-SHARE AGREEMENT WITH ST. JOHNS RIVER **REQUEST:** WATER MANAGEMENT DISTRICT (SJRWMD)

SUMMARY:

Camp Thunderbird is a recreational camp located in Apopka serving individuals with developmental disabilities since 1969. The camp provides a camping experience for over 450 adults and youths with disabilities through several summer programs and one winter program. As with any camp, the campers swim, play sports, sing campfire songs and participate in the annual talent show. Camp Thunderbird provides the campers a chance to spend time in nature while giving caregivers temporary respite from caregiving.

Camp Thunderbird has been pursuing funding for quite some time to switch its septic system to sewer. This would not only allow the camp to expand its program offerings, it would also improve the environment since the camp is adjacent to Wekiwa Springs State Park and would prevent phosphorous and nitrogen from seeping into the springs.

The camp is a nonprofit and the cost to hook up to sewer was estimated to be around \$1M, which it could not afford to do. The camp has 11 onsite sewage treatment and disposal systems.

St. Johns River Water Management District (SJRWMD) in conjunction with the Florida Department of Environmental Protection (DEP) has a grant program, the Springs Septic Replacement Cost-Share Program, to provide funding for projects to replace or retrofit existing septic tanks within Outstanding Florida Springsheds such as Wekiwa Springs. DEP is providing \$1M and SJRWMD is providing \$500,000 in funding. The program will reimburse 75% of the cost up to \$7,500 per septic tank replaced. A local match of 25% is required.

The City would like to pursue this grant program on behalf of the camp. As part of this project, the 10 septic tanks on the camp's property would be converted to distributed sewer network systems. The distributed sewer network system combines decentralized treatment of wastewater with centralized wastewater control by our licensed utility operators. Each system is equipped with a state-of-the-art network enabled controller that allows a wastewater utility operator to have full access and control of every system in the network. The operator has the ability to remotely take control of one or more systems to perform diagnostics, start/stop processes, and monitor activity. These systems are considered to be wastewater treatment facilities and are regulated by DEP rather than DOH.

FUNDING SOURCE:

Match of \$15,000 included in FY18/19 Proposed Budget.

RECOMMENDATION ACTION:

Approve the cost-share agreement with St. Johns River Water Management District (SJRWMD).

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

COST-SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CITY OF APOPKA

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF APOPKA ("Recipient"), 748 E. Cleveland Street, Apopka, Florida 32703. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 13, 2017 meeting, the Governing Board approved funding for the Outstanding Florida Springs Septic Tank Replacement program. District staff have selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Camp Thunderbird Septic to Distributed Sewer Retrofit Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2020 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 1, 2020. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall

notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

- 2. **DELIVERABLES**. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING

- (a) For satisfactory completion of the Project, the District shall pay Recipient 75% of the total replacement cost of the Project, but in no event shall the District cost-share exceed \$165,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Replacement cost" is defined to include actual costs of the proper abandonment of the existing septic system, installation of the individual distributed wastewater treatment system (IDWTS) including piping and any monitoring equipment if needed and restoration of the site to its original condition. A preconstruction inspection of the integrity of the existing septic system, drainfield and electric availability may be included as part of the installation cost of the IDWTS. Replacement cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to <u>acctpay@sjrwmd.com</u> (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$165,000 whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) End of District Fiscal Year Reporting. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of

the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

- (c) Final Invoice. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager;
 (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) Travel expenses. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) Annual budgetary limitation. For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
- 6. LIABILITY AND INSURANCE. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current

rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.

7. FUNDING CONTINGENCY. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT	RECIPIENT
Carol G. Brown, P.E., Project Manager	Jay Davoll, Project Manager
St. Johns River Water Management District	City of Apopka
4049 Reid Street	748 E. Cleveland Street
Palatka, Florida 32177-2571	Apopka, Florida 32703
Phone: 386-329-4816	Phone: 407-703-1717
Email: cgbrown@sjrwmd.com	Email: jdavoll@apopka.net

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) Progress Reports. Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Specialist within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) Performance Monitoring. For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.
- 12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

(a) **Maintenance of Records**. Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient

shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) Repayment of Funds. District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement;
 (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
- 15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
- 17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
- 18. DIVERSITY REPORTING. The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

19. FLORIDA SINGLE AUDIT ACT

(a) Applicability. The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should

Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

- (b) Program Information This Agreement involves the disbursement of state funding by the FDEP in the amount of \$110,000. Funding is provided under the State of Florida Land Acquisition Trust Fund Line Item 1606. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.052 Florida Springs Grant Program. The District is providing funding in the amount of \$55,000.
- (c) Additional Information. For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <u>https://apps.fldfs.com/fsaa/catalog.aspx</u> for assistance. The following websites may be accessed for additional information: Legislature's Website at <u>http://www.leg.state.fl.us/</u>, State of Florida's website at <u>http://myflorida.com</u>, District of Financial Services' Website at <u>http://www.fldfs.com/</u> and the Auditor General's Website at <u>http://www.myflorida.com/audgen/</u>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) Audit Requirements. Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) Financial Reporting. Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) Monitoring. In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) Examination of Records. In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of

state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.

- (i) Records Retention. Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.
- 20. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
- 21. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
- 22. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- 23. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
- 24. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
- 25. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

- 26. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- 27. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	CITY OF APOPKA		
By: Ann B. Shortelle, Ph.D., Executive Director (or designee)	By:		
	Typed Name and Title		
Date:	Date:		
	Attest:		
	Typed Name and Title		
Attachments: Attachment A — Statement of Work Attachment B — Project Progress Report Form Attachment C — District Supplemental Instructions Attachment D — Contract Payment Requirements for			

Attachment E — Insurance Requirements

ATTACHMENT A - STATEMENT OF WORK CAMP THUNDERBIRD SEPTIC TO DISTRIBUTED SEWER RETROFIT PROJECT

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) continues to seek funding sources for the implementation of water quality improvement projects within the Outstanding Florida Springs. The Florida Legislature, during its 2016 session, adopted Senate Bill 552, a comprehensive water bill that includes springs restoration. Each year the District submits a list of projects benefitting springs protection to FDEP. One of the projects selected for funding by FDEP is the Outstanding Florida Springs Septic Tank Replacement project. The State appropriated \$1,000,000 for a 50% match of the cost of replacing traditional septic systems with individual distributed wastewater treatment systems (IDWTS). The Governing Board approved \$500,000 District funds for a 25% match for this project at its June 13, 2017 meeting.

City of Apopka (Recipient) has requested the not to exceed amount of \$165,000 towards the estimated cost of \$220,000 for the replacement of up to 20 existing septic systems with IDWTS. The project name is Camp Thunderbird Septic to Distributed Sewer Retrofit (Project). The Recipient is located in the Wekiwa springshed in Orange County.

II. OBJECTIVES

The objective of this Cost Share is to provide cost share dollars that will enable the Recipient to replace traditional septic systems with IDWTS within the priority focus area (PFA) of the Wekiwa springshed.

III. SCOPE OF WORK

The Project is composed of identifying potential septic systems for replacement that are not close enough to existing sewer lines for connection, recruiting homeowners to replace their septic systems with IDWTS and procuring a vendor to install the IDWTS and abandon the existing septic systems.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

• Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction to include on-going work that represents the time-period being invoiced.
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task.
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received.
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos. Quarterly reports shall also be emailed to the District's Budget Specialist at hnbarber@sjrwmd.com;

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2020. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Abandonment and replacement of up to 20 septic systems with IDWTS	10/01/2018	9/30/2020

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 75% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$165,000. It is anticipated that the FY breakdown will be \$90,000 for FY 18-19 and \$75,000 for FY 19-20.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Specialist within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Specialist is <u>hnbarber@sjrwmd.com</u>. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of Apopka detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY 18-19 (10/1/2018 - 9/30/2019)

		Estimated
	Estimated	Reimbursement
Description	Task Amount	Amount
Abandonment and replacement of 8 residential septic systems with IDWTS	\$80,000	\$60,000
Abandonment and replacement of 2 industrial septic systems with IDWTS	\$40,000	\$30,000

FY 19-20 (10/1/2019 – 9/30/2020)

		Estimated
	Estimated	Reimbursement
Description	Task Amount	Amount
Abandonment and replacement of up to 10 residential	\$100,000	\$75,000
septic systems with IDWTS		

ATTACHMENT B PROJECT PROGRESS REPORT

St. Johns River Water Management District

Project Progress Report

Date:

Report Number:

Contract/Project Identification

Project Name:	Camp Thunderbird Septic to Distributed Sewer Retrofit Project			
Recipient:	City of Apopka			
SJRWMD Contract Number:	33662		SJRWMD Project Manager:	Carol G. Brown, P.E.
			Recipient's Project Manager:	Jay Davoll

Reporting Period Beginning Date: Ending Date:

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Cost-Share Budget

Total Cost-Share Budget:	Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:	Percent Cost-Share Budget Expended:	

Spend-Down Plan

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2		
Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

	% Complete		Start Date	Completion		Current	
	Shown in	% Complete	Shown in	Date Shown in	Current Start	Completion	
Project Phase	Application	Currently	Application	Application	Date	Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting peroid. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS

DATE:

TO: Jay Davoll, Project Manager City of Apopka 748 E. Cleveland Street Apopka, FL 32703

FROM: Carol G. Brown, P.E., Project Manager

CONTRACT NUMBER: 33662

CONTRACT TITLE: Camp Thunderbird Septic to Distributed Sewer Retrofit Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

- 1. RECIPIENTS'S SUPPLEMENTAL INSTRUCTIONS:
- 2. DESCRIPTION OF WORK TO BE CHANGED:
- 3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

's approval: (choose one of the items below):

Approved: 📐

Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.) Approved: Date:

(agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved:

Carol G. Brown, P.E., District Project Manager

Date:

Acknowledged:

Date: _____

Carol Miller, District Senior Procurement Specialist

c: Contract file

Financial Services

ATTACHMENT D

CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

<u>Salaries</u>: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

<u>Fringe Benefits</u>: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

<u>Travel</u>: Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

<u>Other direct costs</u>: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.

<u>In-house charges</u>: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

<u>Indirect costs</u>: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: <u>http://www.fldfs.com/aadir/reference_guide.htm</u>

ATTACHMENT E - INSURANCE REQUIREMENTS Including Florida Department of Environmental Protection Insurance Requirements

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting Recipient's required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. If the Recipient is self-funded for any category of insurance, then the Recipient shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient for the entire length of the Agreement.

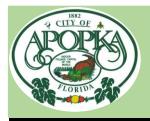
Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) Workers' Compensation Insurance. Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. Such policies shall cover all employees engaged in any contract Work. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (c) General Liability. Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(d) **Automobile Liability.** Minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA	MEETING OF:	September 5, 2018
DUBLIC HEARING	FROM:	Community Development
SPECIAL REPORTS	EXHIBITS:	Vicinity Map
X OTHER: Preliminary Development Plan		Aerial Map Preliminary Development Plan

SUBJECT:

CARRIAGE HILL PHASE II SUBDIVISION – PRELIMINARY DEVELOPMENT PLAN

<u>REQUEST</u>: APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR CARRIAGE HILL PHASE II SUBDIVISION

SUMMARY:

OWNER/APPLICANT:	JTD Land at Rogers Rd, LLC
PROJECT ENGINEER:	Dewberry Engineers, Inc. c/o Christopher Allen, P.E.
LOCATION:	1455 West Lester Road; West Lester Road
EXISTING USE:	Vacant land
FUTURE LAND USE:	Residential Low Suburban (Max 3.5 du/ac)
ZONING:	R-1 (Single Family Residential) District
PROPOSED DEVELOPMENT:	Single-Family Residential Subdivision (15 Lots; min. 9,000 sq. ft. lot area, 75 ft. min. lot width)
PROPOSED DENSITY:	1.69 du/ac
TRACT SIZE:	10.31 +/- acres
DEVELOPABLE AREA:	8.89 +/- acres

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

Direction	Future Land Use	Zoning	Present Use
North (City)	Residential Low Suburban	R-1AA	Vacant Land
East (City)	Residential Low Suburban	R-1AA	Oak Hill Reserve Subdivision
South (City)	Residential Low Suburban	R-1	Oak Hill Reserve Park and Open Space Tract
West (City)	Residential Low Suburban	R-1AA	Carriage Hill Phase I Subdivision

RELATIONSHIP TO ADJACENT PROPERTIES:

PROJECT SUMMARY: The Carriage Hill Phase II Subdivision – Preliminary Development Plan proposes the development of 15 single family residential lots. The minimum typical lot width is 75 feet with a minimum lot size of 9,000 square feet. Lots abutting the Oak Hill Reserve neighborhood are 11,996 sq. ft. to 21,046 sq. ft. The required minimum living area for a house in this subdivision is 1,500 square feet as set forth in Chapter 2 of the Land Development Code for single-family lots located within the R-1 zoning. Phase 1 and II of Carriage Hills will share the same recreation amenities. The minimum setbacks applicable to this project are:

Setback	Min. Standard
Front*	25'
Side	10'
Rear	20'
Corner	25'

*Front-entry garage must be setback 30 feet.

<u>ACCESS</u>: Ingress/egress access points for the development will be through Carriage Hill Phase I, which has full access onto Rogers Road to the west as well as a future northern connection to the Vista Reserve residential subdivision.

TRANSPORTATION: Per Code, a transportation impact analysis (TIA) was not required for this development as it generates under 400 daily trips.

STORMWATER: The stormwater management system includes an on-site retention area and located on the southern portion of the project site. The stormwater pond design meets the City's Land Development Code requirements.

<u>RECREATION</u>: For the entire Carriage Hill Subdivision (Phase I), the applicant provided 0.46 acre/approximately 20,038 square feet of recreation space that includes a playground with the Phase I Final Development Plan. Phase II contains a total of 5.58 acres of open space including drainage, existing wetland, buffer and pond.

<u>BUFFER(S)/LANDSCAPING</u>: Trumpet trees and live oaks line the single family lots. The landscape plan meets the requirements of the Land Development Code.

<u>SCHOOL CAPACITY REPORT</u>: A school concurrency mitigation agreement has been executed and a copy of the letter from Orange County Public Schools (OCPS) has been supplied to Staff.

ORANGE COUNTY NOTIFICATION: The County was notified at the time of the plat for this property through the DRC agenda distribution.

PUBLIC HEARING SCHEDULE:

August 14, 2018 – Planning Commission, 5:30 p.m. September 5, 2018 – City Council, 1:30 p.m.

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of Carriage Hill Phase II Subdivision Preliminary Development Plan, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on August 14, 2018, found the Carriage Hill Phase II Subdivision Preliminary Development Plan consistent with the Land Development Code and Comprehensive Plan; and unanimously recommended approval of Preliminary Development Plan, subject to the findings of this staff report.

City Council: Approve the Carriage Hill Phase II Subdivision – Preliminary Development Plan.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Project Name:	Carriage Hill Phase II Subdivision – Preliminary Development Plan
Property Owner:	JTD Land at Rogers Rd. LLC
Applicant:	Dewberry Engineers, Inc. c/o Christopher Allen, P.E.
Total Site Area:	+/- 10.31 +/- acres
Parcel ID #s:	29-20-28-0000-00-005 and 29-20-28-0000-00-049

VICINITY MAP



AERIAL MAP



Drawing Index

Civil

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C01	COVER SHEET
202	EXISTING CONDITIONS
203	SOILS MAP
C04	OVERALL SITE PLAN
C05	PRELIMINARY SITE PLAN
206	PRELIMINARY GEOMETRY PLAN
C07	PRELIMINARY UTILITY PLAN
208	PRELIMINARY SECTIONS

Landscape

L2.01	TREE REMOVAL PLAN
L2.10	LANDSCAPE PLAN
L3.00	NOTES, LEGEND AND DETAILS

LEGAL DESCRIPTION:

1/4 OF SECTION 29. TOWNSHIP 20 SOUTH. RANGE 28 EAST. PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

TOGETHER WITH AN EXCLUSIVE PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR INGRESS, EGRESS AND UTILITIES, AS CREATED BY AND SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8391, PAGE 3713, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CARRIAGE HILL

Preliminary Development Plan

APPLICANT / OWNER

JTD LAND AT ROGERS RD., LLC A FLORIDA LIMITED LIABILITY CORPORATION 210 SOUTH HOAGLAND BOULEVARD KISSIMMEE, FLORIDA 34741 ⁾ CONTACT: CRAIG HARRIS /1 PHONE: 407-870-0066

Civil Engineer / Planner

DEWBERRY 800 NORTH MAGNOLIA AVENUE, SUITE 1000 ORLANDO, FLORIDA 32803 CONTACT: CHRISTOPHER J. ALLEN, P.E. PHONE: 407-843-5120

Surveyor

DEWBERRY 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 CONTACT: BILL DONLEY PHONE: 321-354-9834

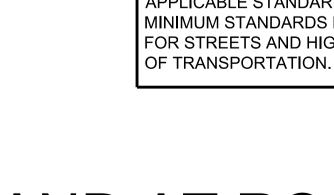
Geotechnical

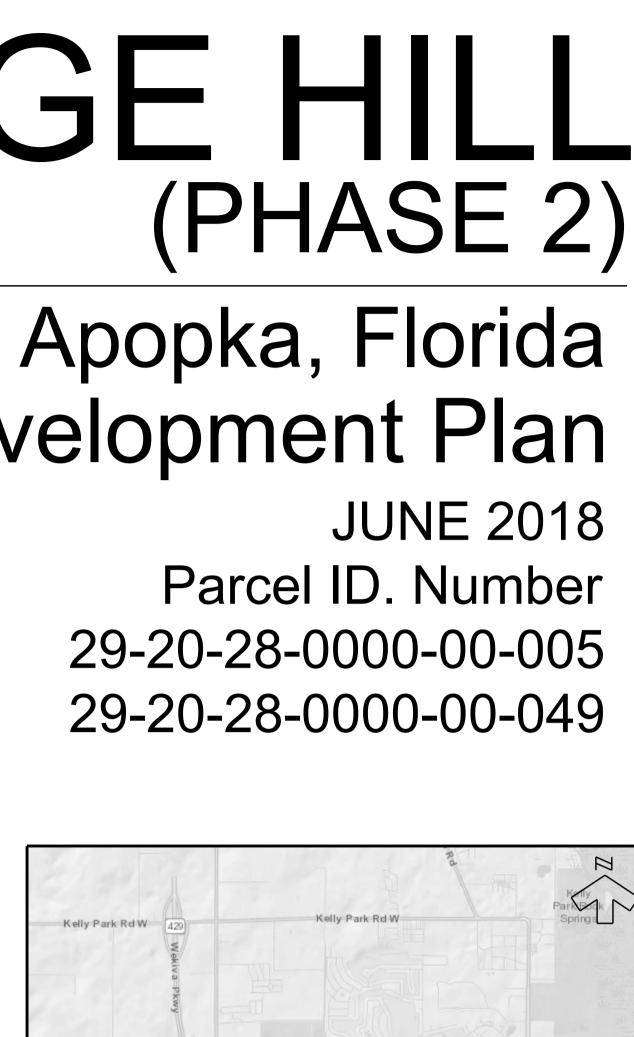
UNIVERSAL ENGINEERING SERVICES, INC. 3532 MAGGIE BOULEVARD ORLANDO, FLORIDA 32811 PHONE: 407-423-0504 CONTACT: TIMOTHY D. TRIPLETT

Environmental

DEWBERRY 800 NORTH MAGNOLIA AVENUE, SUITE 1000 ORLANDO, FLORIDA 32803 CONTACT: NICOLE GOUGH PHONE: 407-843-5120







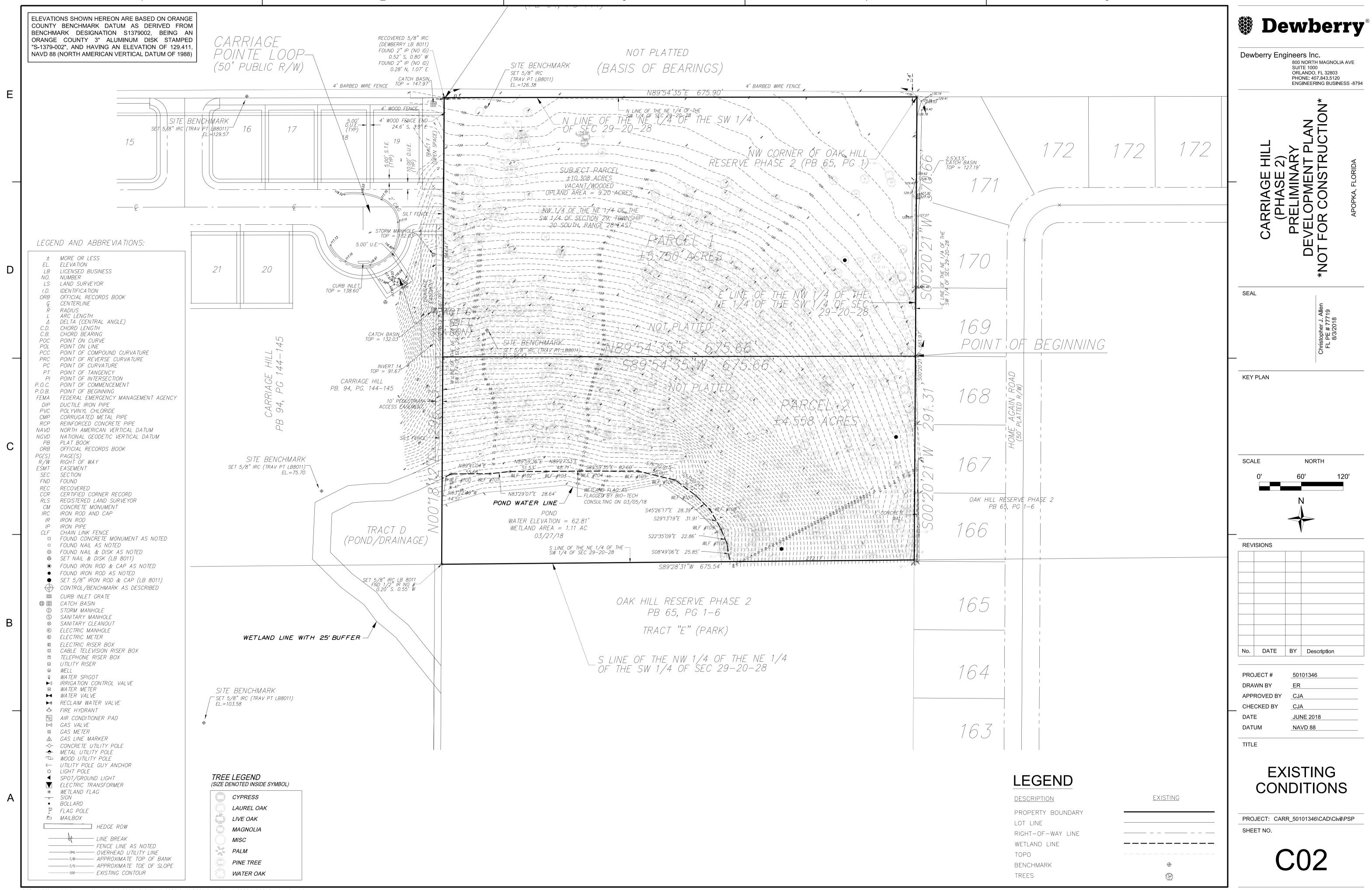


SITE LOCATION

THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS PREPARED BY FLORIDA DEPARTMEN

Prepared for: JTD LAND AT ROGERS RD., LLC 210 South Hoagland Boulevard Kissimmee, Florida 34741 **Contact: Craig Harris**

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				Christopher J. Allen FL PE # 77719 8/3/2018	
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VISTA RESERVE (UNDER REVIEW)

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LEGEND

PROPERTY BOUNDARY CONTOURS SOILS DIVIDE LINE SOILS CALLOUT

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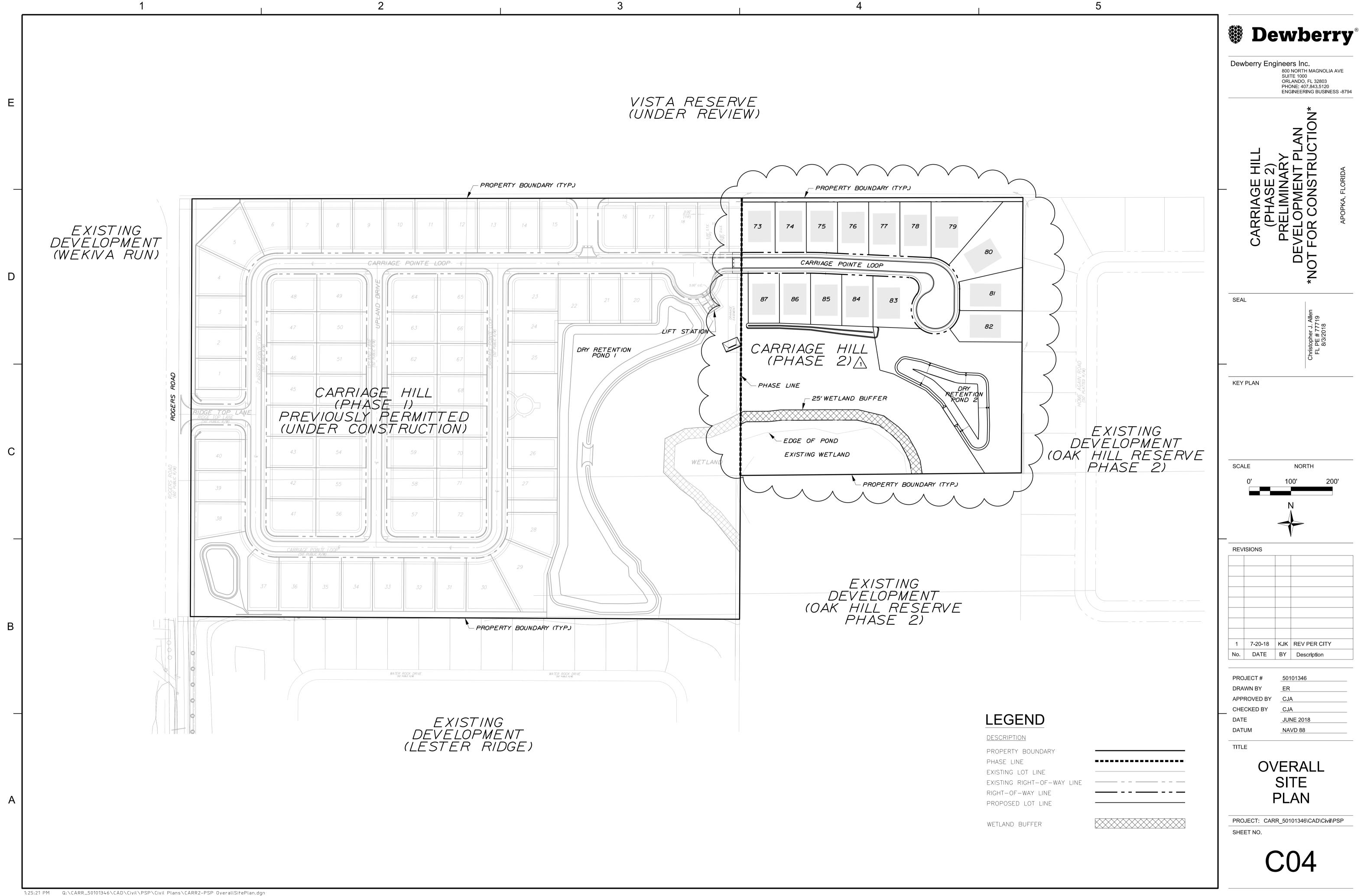
SOIL TYPES

BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES; A/D

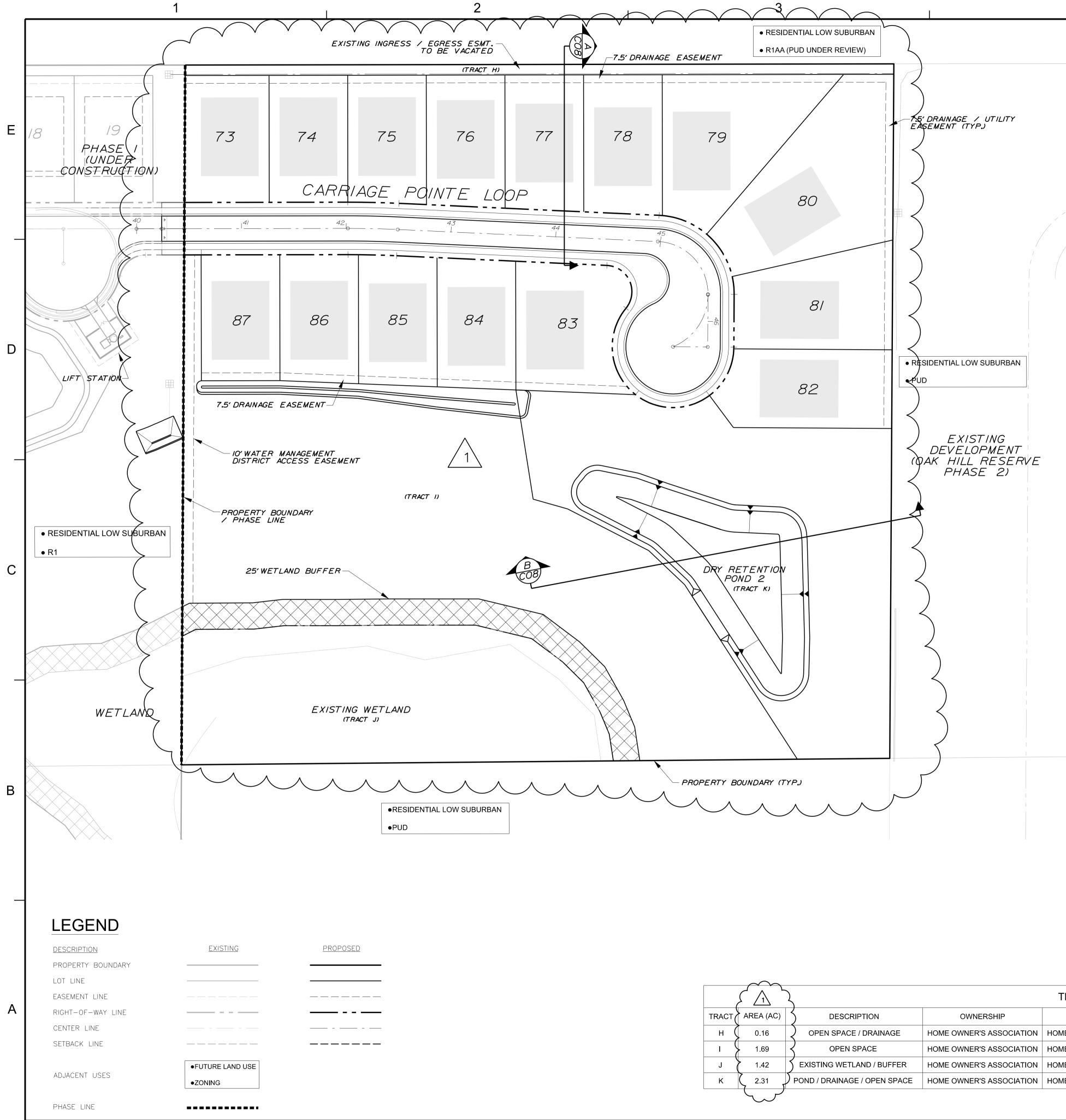
A CANDLER FINE SAND, 0 TO 5 PERCENT SLOPES; A

5 CANDLER FINE SAND, 5 TO 12 PERCENT SLOPES; A

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SITE DATA

TOTAL PDP AREA: TOTAL DEVELOPABLE AREA: NUMBER OF LOTS: DENSITY:

EXISTING ZONING:

EXISTING LAND USE: FUTURE LAND USE:

LAND USE AREAS:

RESIDENTIAL (LOTS) PUBLIC RIGHT-OF-WAY STORMWATER POND (TRACT K) BUFFER/OPEN SPACE (TRACT I/H) WETLAND/WETLAND BUFFER

TOTAL:

REQUIRED TREES:

3 TREES PER LOT ONE (1) TREE PER FIFTY (45) LF OF ROAD

TOTAL:

DEVELOPMENT STANDARDS FOR R-1

MAX. BUILDING HEIGHT: MIN. LOT WIDTH: MIN. LOT DEPTH: MIN. LOT AREA: MIN. LIVING AREA:

SCHOOL ZONING:

ELEMENTARY MIDDLE HIGH APOPKA

UTILITY PROVIDERS:

POTABLE WATER: SANITARY SEWER: LIFT STATION TRACT: ELECTRIC SERVICE:

NOTES:

1.BASED ON THE INSITUTE OF TRANSPORTATION ENGINEERS (ITE) LANDUSE CODE OF 210 (SINGLE FAMILY DETACHED), THE SUBJECT PROPERTY WILL GENERATE 140 DAILY TRIPS, 14 OF WHICH WILL OCCUR DURING THE PM PEAK HOUR.

2.LOT AREAS, EASEMENT LINES AND TRACT AREAS ON THE FINAL PLAT MAY VARY FROM THAT SHOWN DUE TO FINAL ENGINEERING DESIGN CRITERIA AND CONSTRAINTS.

3.ALL ROADWAYS, WATER LINE INFRASTRUCTURE & FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.

4.THIS COMMUNITY IS NOT PROPOSED TO BE GATED.

5.SINGLE FAMILY RESIDENTIAL ARCHITECTURE MUST MEET THE INTENT OF THE CITY'S DEVELOPMENT DESIGN GUIDELINES, SECTION 3.2 RESIDENTIAL ARCHITECTURE STANDARDS. ARCHITECTURAL RENDERINGS OF ALL PROPOSED RESIDENTIAL BUILDINGS MUST BE SUBMITTED WITH THE FINAL DEVELOPMENT PLAN APPLICATION.

6.FRONT LOAD GARAGES SHALL BE SETBACK 30FT FROM FRONT PROPERTY LINE.

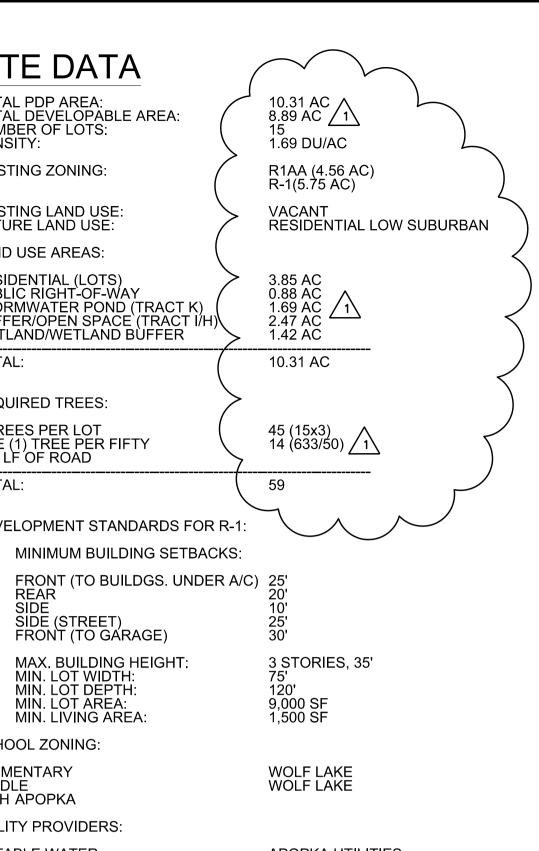
7.SITE IS LOCATED IN 100 YEAR FEMA FLOOD ZONE "X."

APOPKA.

1 10. A DRAFT OF THE PLAT SHALL BE SUBMITTED WITH THE FINAL DEVELOPMENT PLAN.

	$\int \Delta$	2			TRACT SUMMARY	
TRACT (AREA (AC)) DESCRIPTION	OWNERSHIP	MAINTENANCE	DEVELOPMENT
н (0.16	\langle	OPEN SPACE / DRAINAGE	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S AS
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К	کے 2.31 ۲	\mathcal{V}	POND / DRAINAGE / OPEN SPACE	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S AS

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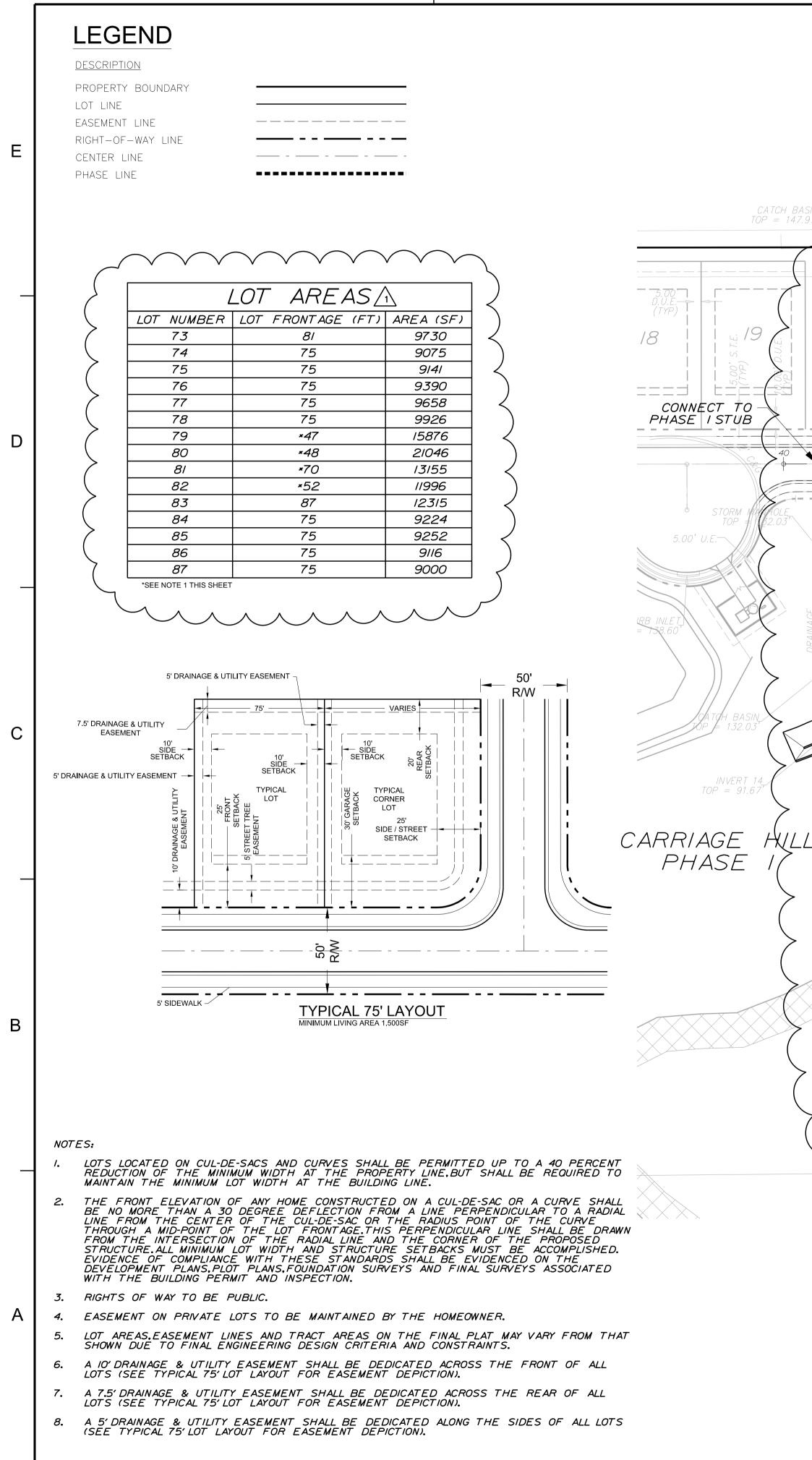
APOPKA UTILITIES APOPKA UTILITIES APOPKA UTILITIES DUKE ENERGY

8.LIGHT POLES & FIXTURES SHALL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.

9.LIGHT POLE & FIXTURES SHALL BE A DECORATIVE TYPE APPROVED BY THE CITY OF

NT RIGHTS	NOTES	
ASSOCIATION		
ASSOCIATION		
ASSOCIATION	CONSERVATION	
ASSOCIATION		

Dewberry	y
Dewberry Engineers Inc. 800 NORTH MAGNOLIA AVE SUITE 1000 ORLANDO, FL 32803 PHONE: 407.843.5120 ENGINEERING BUSINESS -8	794
CARRIAGE HILL (PHASE 2) (PHASE 2) PRELIMINARY DEVELOPMENT PLAN *NOT FOR CONSTRUCTION*	
Christopher J. Allen FL PE # 77719 8/3/2018	
KEY PLAN	
SCALE NORTH	
REVISIONS	
Image: No.Image: No.Image: No.Image: No.Image: No.DATEBYDescription	
PROJECT #50101346DRAWN BYERAPPROVED BYCJACHECKED BYCJADATEJUNE 2018DATUMNAVD 88	
PRELIMINARY SITE PLAN	
PROJECT: CARR_50101346\CAD\Civil\PSP SHEET NO.	
C05	



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2

CATCH BASIN<u>,</u> TOP = 147.97' (TRACT H) _ __ __75' __ __ - — 754 — -- __ __7_5' __ _ - - 754 - --17-3'-804 -_ _ _ 754 _ _ _____ 73 75 76 77 78 74 79 ARRIAGE PA 491 42 75′ - 39 _____ 5 87 85 84 86 83 - 754 — -— *+|4*- — – 7.5' DRAINAGE / UTILITY EASEMENT-CARRIAGE HILLA PHASE 2 PROPERTY BOUNDARY / PHASE LINE (TRACT I) DRY RETENTION POND 2 -25' WETLAND BUFFER (TRACT K) 531 49 86 60

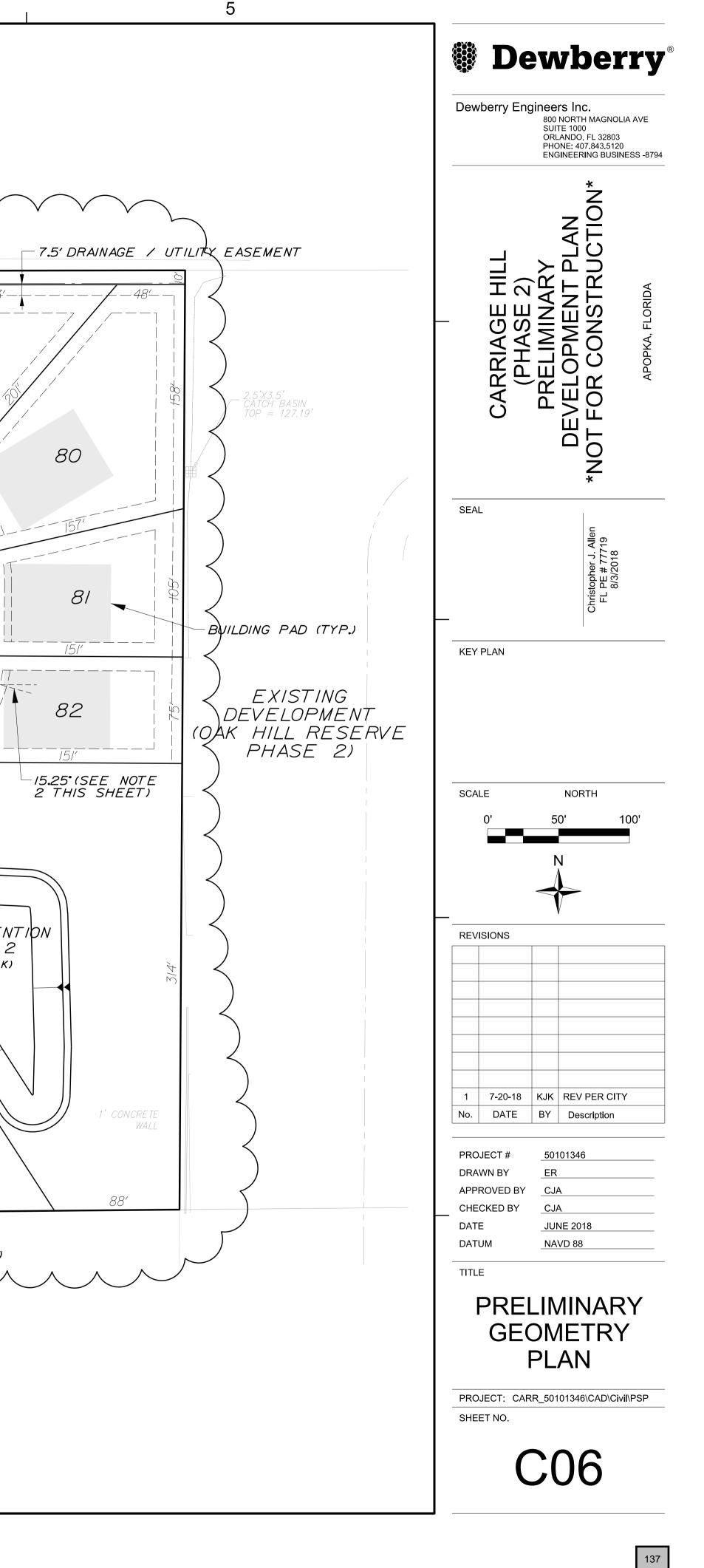
-EXISTING EDGE OF POND

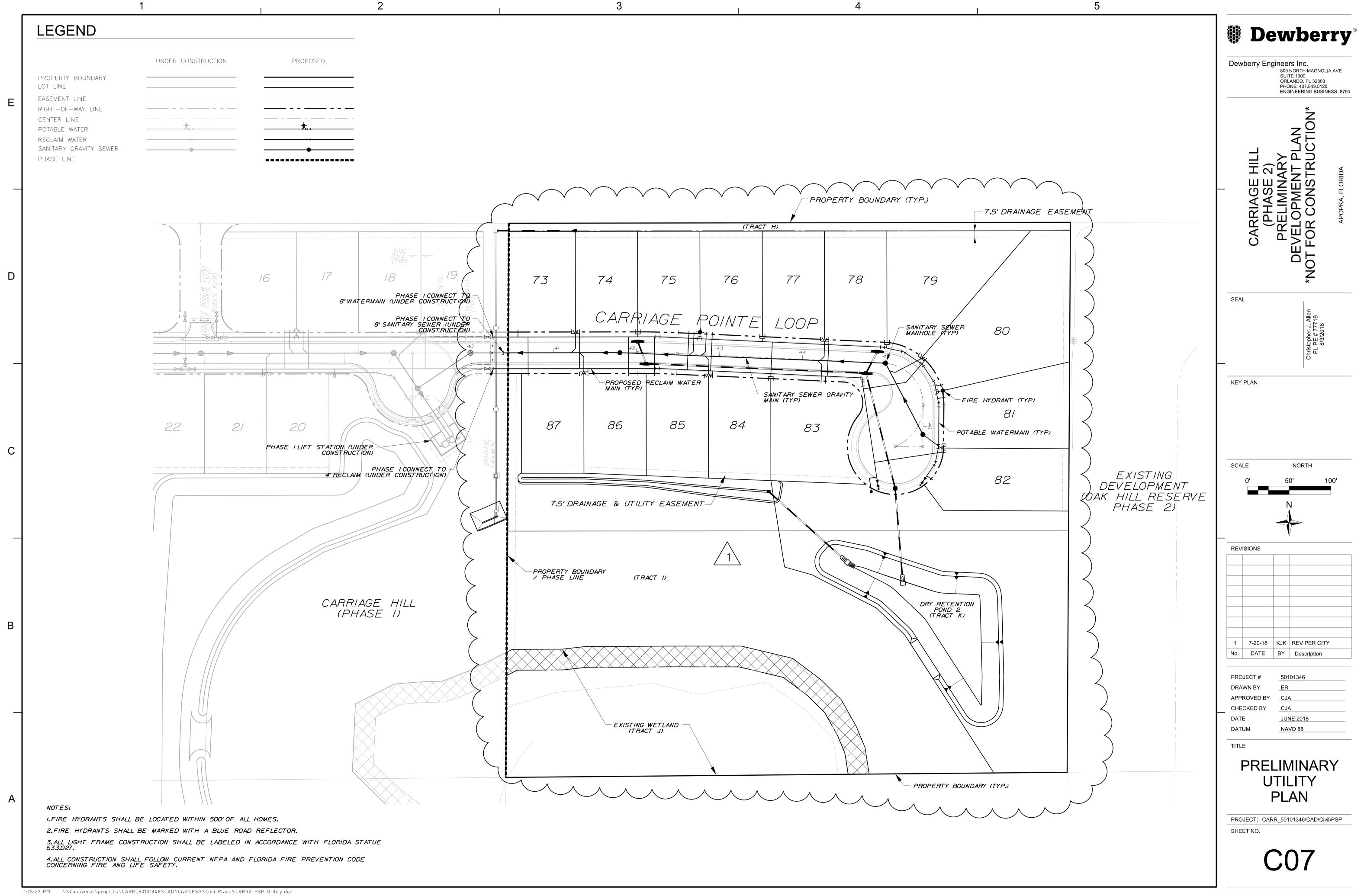
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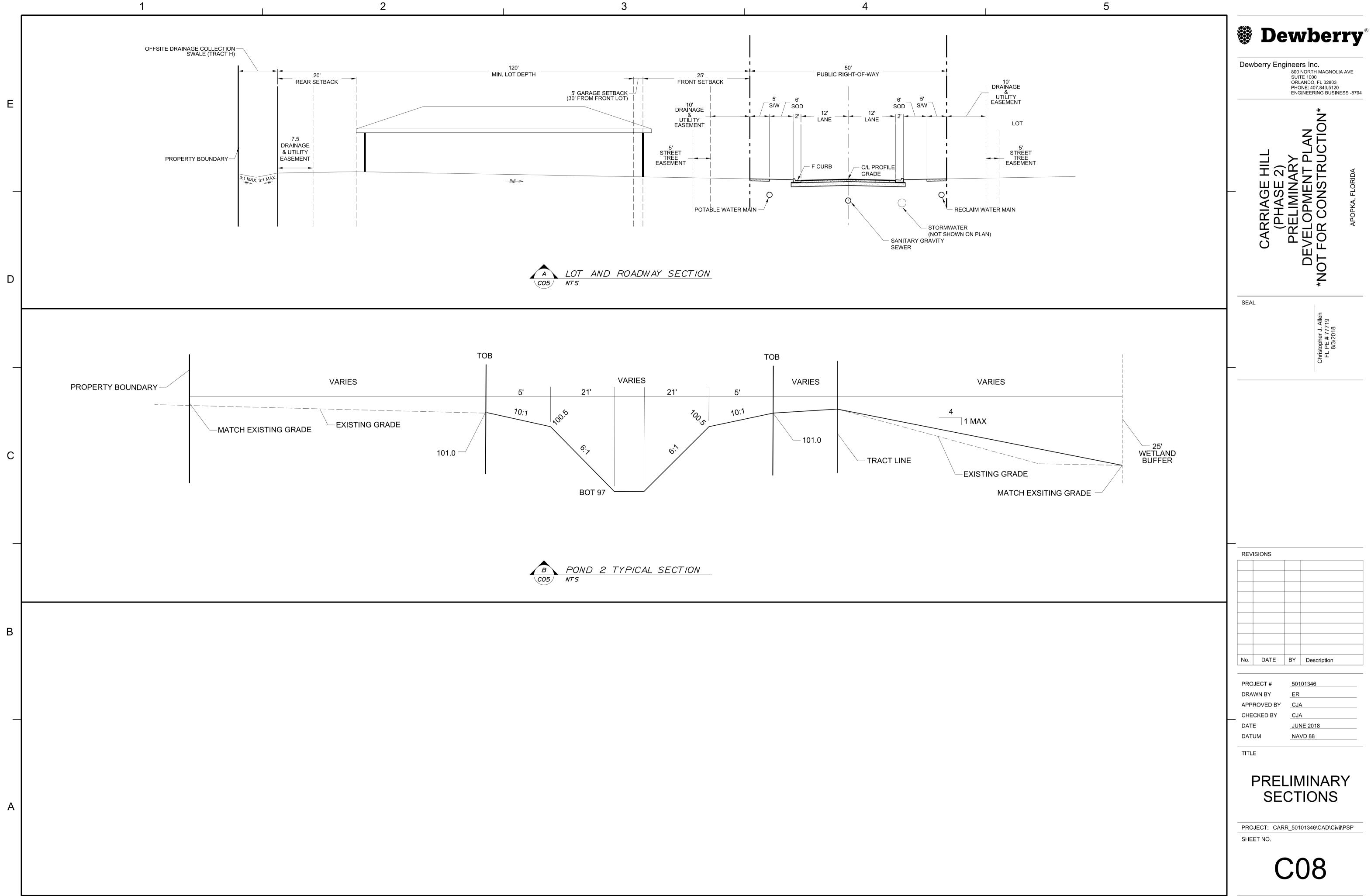
PROPERTY BOUNDARY (TYP.)

EXISTING POND / WETLAND (TRACT J) 437′

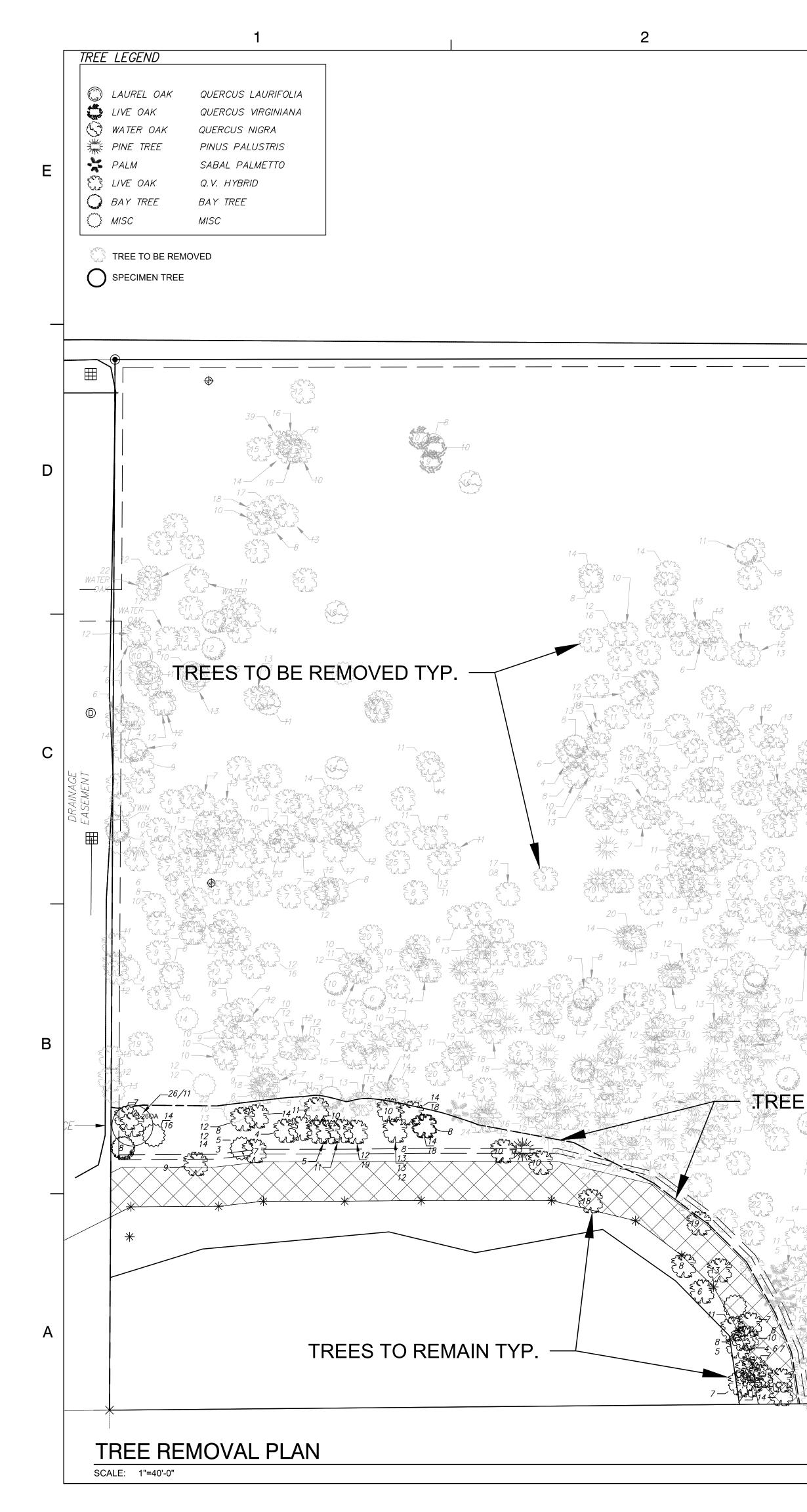
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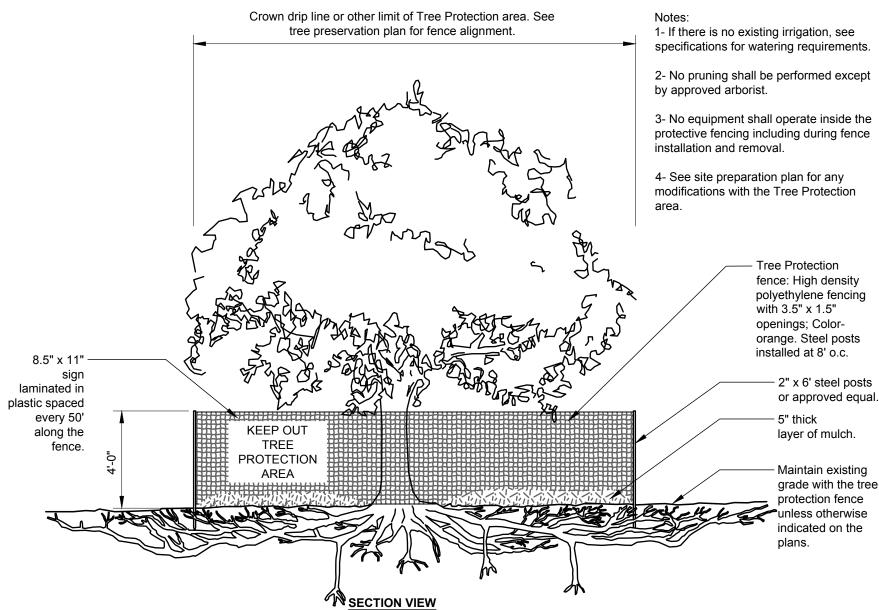


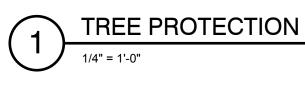


TREE DATA:

- MAXIMUM TREE STOCK: (DEVELOPABLE AREA)

- TREE MITIGATION FEE:
- 1.





140

A PROTECTIVE BARRIER SHALL BE PLACED AROUND ALL PROTECTED TREES PRIOR TO LAND PREPARATION OR CONSTRUCTION ACTIVITIES, IN ACCORDANCE WITH LDC 5.01.11.

TREE PROTECTION NOTE:

30" DBH FOR 6,000 SF 5" DBH PER 1,000 SF ABOVE 6,000 SF OTHER PROTECTED TREES: 21" DBH FOR 6,000 SF 3.5" DBH PER 1,000 SF ABOVE 6,000 SF TOTAL MAXIMUM REPLACEMENT: DBH REPLACEMENT: • TOTAL BALANCE REQUIRED: MITIGATION RATE PER DBH INCH:

SPECIMEN/HISTORIC TREES:

• TOTAL TREE INCHES TO BE REPLACED: 2.5" DBH TREES (42): 2.5" DBH LOT TREES: 3 PER LOT, 15 LOTS TOTAL INCHES POST DEVELOPMENT: • QUANTITY OF SPECIMEN TREES REMOVED:

 TOTAL TREE INCHES REMOVED: • TOTAL INCHES RETAINED: TOTAL SPECIMEN INCHES RETAINED:

• TREE INCHES ON-SITE: • SITE CLEARING AREA:

112.5 INCHES 793.5 INCHES 664 INCHES (25 TREES) 8.88 ACRES 387,125 SF 30 INCHES 1,905.62 INCHES 21 INCHES

1,333.9 INCHES 3,290.5 INCHES

222.5 INCHES

3,068 INCHES

\$30,680.00

10

10447.5 INCHES 8.65 <u>+</u> ACRES (376,729 SF) 9,908.5 INCHES 576 INCHES 26 INCHES 222.5 INCHES 105 INCHES

> URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE FX-PL-FX-TRMT-02

> > SHEET NO.

OF

Tree Protection fence: High density

openings; Colororange. Steel posts

installed at 8' o.c.

5" thick

plans.

– 2" x 6' steel posts

or approved equal.

layer of mulch.

Maintain existing

indicated on the

grade with the tree protection fence

polyethylene fencing with 3.5" x 1.5"

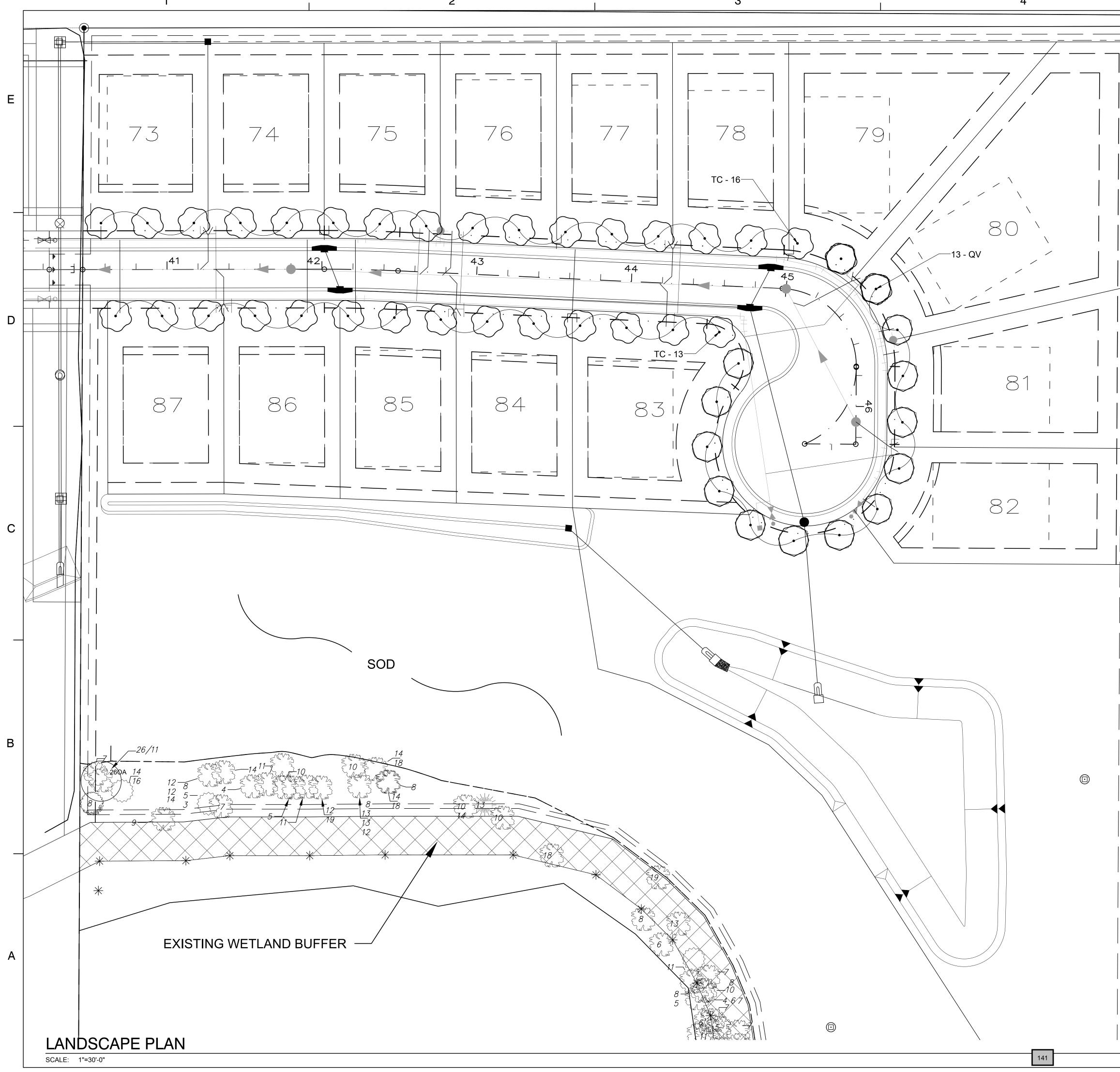
ENGINEERING BUSINESS -8794 LAND. ARCH. - LC26000569 T ARRIAGE С Щ С \mathbf{O} SEAL Chael J RLA # Aud 05 KEY PLAN SCALE No. DATE BY Description REVISIONS DRAWN BY APPROVED B CHECKED BY February 15, 2018 DATE TITLE TREE REMOVAL PLAN 50101346 PROJECT NO. L2.01

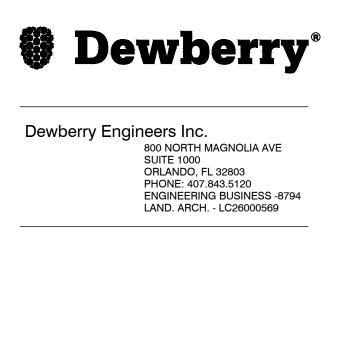


SUITE 1000 ORLANDO, FL 32803

PHONE: 407.843.5120

Dewberry Engineers Inc. 800 NORTH MAGNOLIA AVE





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- DISRUPTED AREAS THAT ARE NOT PAVED OR MULCHED SHALL BE SODDED TO THE LIMITS OF SOD AND PROPERTY LINE WITH BAHIA SOD.
- SOD POND SLOPES WITH BAHIA SOD AND SEED BASE OF POND WITH 2. BAHIA GRASS
- THE LANDSCAPING AND IRRIGATION PLANS MUST MEET THE 3. REQUIREMENTS OF ORDINANCE 2069.

CARRIAGE HILL PHASE 2 PRELIMINAR SEAL Michael J. Urchuk FL RLA # 6666675 Aug 03, 2018 KEY PLAN SCALE No. DATE BY Description REVISIONS DRAWN BY APPROVED B CHECKED BY February 15, 2018

LANDSCAPE PLAN

PROJECT NO.

SHEET NO.

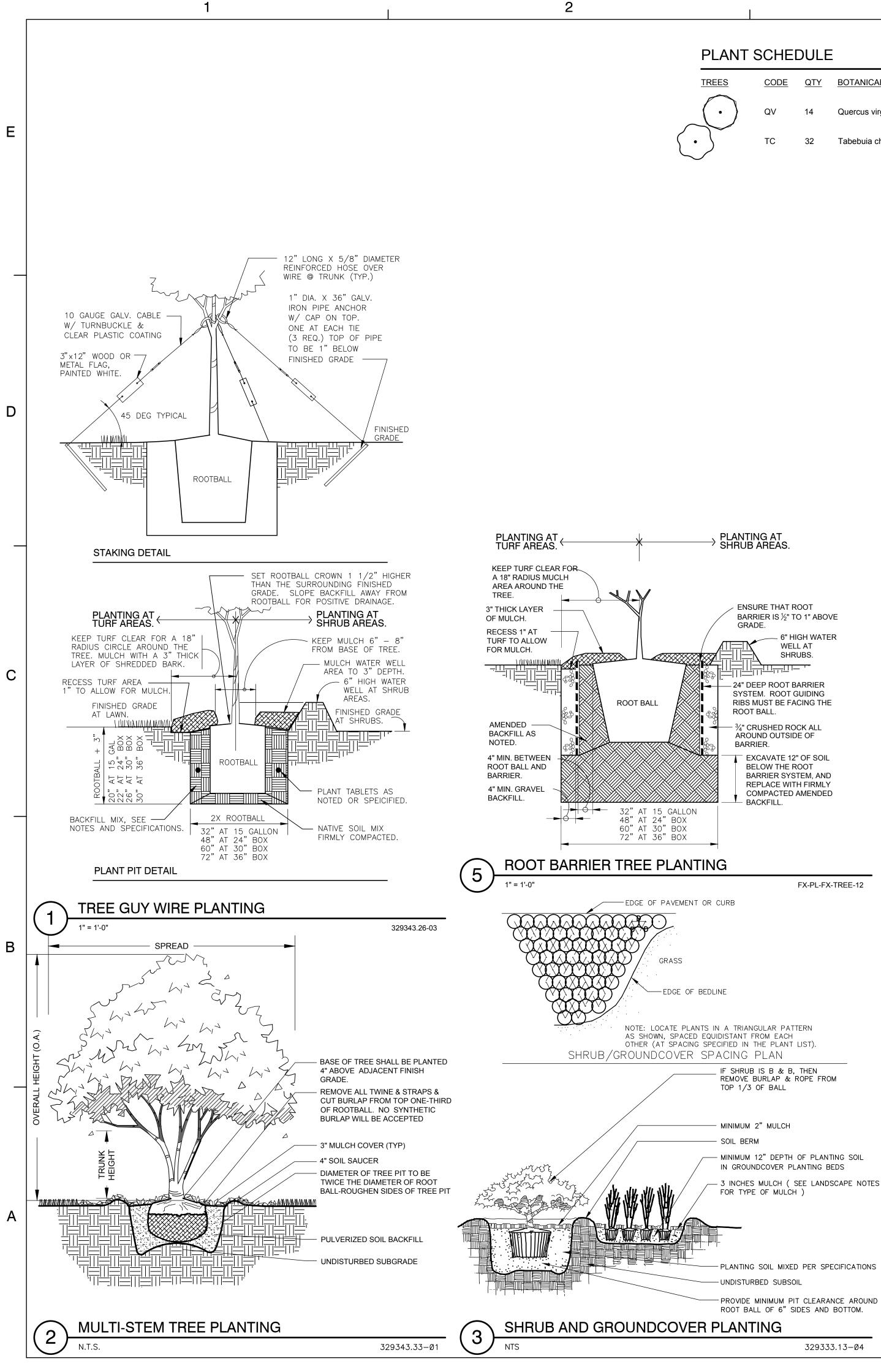
DATE

TITLE

50101346

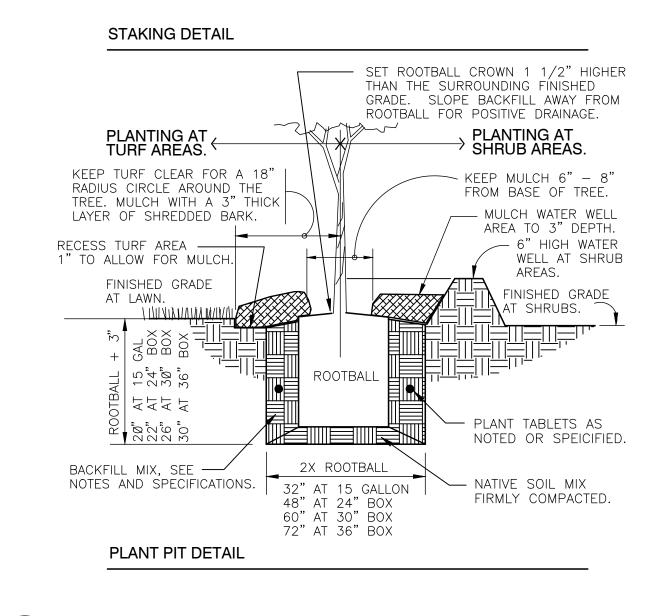
OF

L2.10



TREES	CODE	<u>QTY</u>	BOTANICAL NAME / COMMON NAME	DBH	HEIGHT	REMARKS
$\overline{(\cdot)}$	QV	14	Quercus virginiana / Live Oak	2 1/2"	10`-12 HT.	
•)	TC	32	Tabebuia chrysotricha / Golden Trumpet Tree	2 1/2"	10` HT.	





ROOTBALI

AERIAL GUY

CABLES TO

9 GA CABLE

COATING THRU

RUBBER HOSE

SEE PLANT PIT

DETAIL.

W/ CLEAR

5/8" DIA.

PLASTIC

TIE.

CONNECT

TRUNKS:

"CINCH-TIE", "GRO-STRAIT

OR EQUAL FLEXIBLE RUBBER

FASHION. ATTACH TO STAKE

W/ TWO GALV. ROOFING NAILS. >

2" LODGEPOLE PINE TREATED TREE STAKES. SET STAKES

APPROXIMATELY 120 DEGREES

 $\sim \sim$

10

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AT

. 36"

TREE TIES IN FIGURE EIGHT

APART

- FINISHED GRADE

AVOID PLACING STAKES

THRU ROOTBALL.

TREE PLANTING MULTI-STAKE

1'' = 1'-0''

329343.23-03

8. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.

Owner.

5

LANDSCAPE NOTES:

1. The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.

2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface

3. Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. The Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of negligence in the execution of the work.

4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation items and plants.

5. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman. 6. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Plants, Part I and II,

published by the Florida Department of Agriculture and Consumer Services. 7. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in

his opinion, do not meet with the requirements of these specifications.

9. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. The caliper of tree trunks is to be taken one foot above the ground level for trees 4" and larger and 6" above ground for trees less than 4".

10. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.

11. All tree pits shall be excavated to size and depth in accordance with the USDA Standard for Nursery Stock 260.1, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.

12. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.

13. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.

14. All trees and all palms shall be guyed or staked or braced. The Landscape Contractor shall determine which small or multi-trunk trees need to be guyed and staked to maintain plumb. Staking of trees and shrubs, if required, shall be done as per staking and guying detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees and job site after a period of 90 days.

15. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the

16. Sod shall be certified to be free of the imported fire ant. Sod shall have a clean growth of acceptable grass, reasonably free of weeds with not less than 1 1/2" of soil firmly adhering to roots. It shall be the responsibility of the Landscape Contractor to measure and determine the exact amount required. This amount shall be verified with the Owner or Landscape Architect before installation.

17. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.

18. The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.

19. The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of bidding.

20. Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal).

21. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.

22. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

a. Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

b. Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

c. During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated

d. At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

GUARANTEE AND REPLACEMENT:

e. All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period. f. At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee,

as noted above, from time of replacement. g. All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor



Dewberry Engineers Inc.

800 NORTH MAGNOLIA AVE SUITE 1000 ORLANDO, FL 32803 PHONE: 407.843.5120 ENGINEERING BUSINESS -8794

LAND. ARCH. - LC26000569

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SEAL

SCALE

KEY PLAN

No.	DATE	BY	Description
REVI	SIONS		

DRAWN BY

APPROVED

CHECKED BY

February 15, 2018

TITLE

DATE

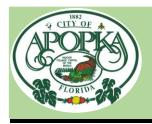


PROJECT NO.

50101346

OF

L3.00



CITY OF APOPKA CITY COUNCIL

 CONSENT AGENDA

 X
 PUBLIC HEARING

 SPECIAL REPORTS

X OTHER: Final Development Plan

MEETING OF: FROM: EXHIBITS: September 5, 2018 Community Development Vicinity Map Zoning Map Aerial Map AutoZone Store FDP Architectural Renderings Access & Utility Easement

SUBJECT:AUTOZONE STORE – FINAL DEVELOPMENT PLANREQUEST:APPROVE THE FINAL DEVELOPMENT PLAN FOR AUTOZONE

SUMMARY:

ENGINEER: Rogers Engineering, LLC, c/o Wallace L. Brinkman III, P.E.

LOCATION: 1120 West Orange Blossom Trail

STORE

PARCEL ID #s: 05-21-28-0000-00-025 (portion)

FUTURE LAND USE: Commercial

ZONING: C-2 (General Commercial)

EXISTING USE: Vacant

PROPOSED USE: Restaurant

TRACT SIZE: 2.25 +/- acres

BUILDING SIZE: 4,500 square feet

FLOOR AREA RATIO 0.046 (0.25 Maximum)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

CITY COUNCIL – SEPTEMBER 5, 2018 AUTOZONE STORE – FINAL DEVELOPMENT PLAN PAGE 2

Direction	Future Land Use	Zoning	Present Use
North (City)	Commercial	PUD (Commercial)	Automobile Service Station and Multi-tenant Center
East (City)	Commercial	C-1 (Retail Commercial)	Retention Pond
South (County and City)	Residential	County Ind-4 (Heavy Industrial District) and City R-1 (Residential Single-Family District)	Railroad and Single Family Residential Subdivision
West (City)	Commercial	C-2 (General Commercial District)	Retail Sales

RELATIONSHIP TO ADJACENT PROPERTIES:

PROJECT SUMMARY: This is a request to approve the AutoZone Store Final Development Plan that includes a building size of 6,815 square feet. A preliminary development plan is not required for development proposing less than 10,000 sq. ft. of building floor area. The site plan takes into consideration the future potential to plat the property into separate lots.

PARKING: Per Land Development Code parking requirements, 35 parking spaces are required while the applicant is proposing 42 parking spaces, two of which are reserved as a handicapped accessible spaces.

<u>ACCESS/TRANSPORTATION</u>: The site will have access to U.S. 441 via a cross-access easement through the Verizon Store to Lake Doe Boulevard. Two other access points will be available through cross-access easement across the IHOP property.

AutoZone and IHOP are proposed on a single parcel and will share all access; accordingly, a single transportation impact analysis (TIA) was submitted to evaluate the combined impacts of AutoZone and IHOP on the surrounding roadway segments and intersections. Included in the analysis were segments of U.S 441/W Orange Blossom Trail, Errol Parkway, Lake Doe Boulevard, and Old Dixie Highway. Intersections analyzed were U.S. 441/W Orange Blossom Trail and Vick Road; U.S. 441/W Orange Blossom Trail and Errol Parkway; Old Dixie Highway and Errol Parkway; Old Dixie Highway and Vick Road; Lake Doe Boulevard site entrance; and U.S. 441/W Orange Blossom Trail site entrances.

The projects will generate 503 daily and 44 P.M. Peak Hour Net New trips. The addition of these project trips to the study roadways and intersections will not cause the Level of Service (LOS) to fall below the City's adopted LOS standard.

Right and left turn warrant analyses were conducted for the site entrances on U.S. 441 and concluded that turn lanes are not needed to safely accommodate project traffic.

Both access driveways on U.S. 441/W Orange Blossom Trail are required for the site at the time of development of either project if they are not developed simultaneously.

EXTERIOR ELEVATIONS: The height of the proposed building is 25 feet, well below the maximum allowable height of 35 feet. Staff has found the proposed building elevations meet the intent of the City's Development Design Standards\Guidelines.

<u>STORMWATER</u>: The stormwater management system includes an on-site retention area, on the southern portion of the project site. The stormwater pond design meets the City's Land Development Code requirements.

<u>BUFFER/SCREENING/LANDSCAPING/TREE PROGRAM</u>: As part of the development plan approval, Ligustrum and Crepe Myrtles, and Indian Hawthorn shrubs line the 10-foot wide buffer adjacent to the U.S. Highway 441. Magnolias are placed in the parking landscaped islands

Arbor Assessment	
Total inches on-site (before removal):	163
Total specimen inches removed	110
Total inches retained:	17
Total inches added:	174
Total inches post development:	97

<u>CONDITION OF APPROVAL</u>: All access driveways must be constructed and all associated cross access easements must be recorded across both the IHOP and AutoZone sites prior to issuance of a certificate of occupancy on either site.

PUBLIC HEARING SCHEDULE:

August 14, 2018 – Planning Commission, 5:30 pm September 5, 2018 – City Council, 1:30 pm

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the AutoZone Store – Final Development Plan, subject to the findings of this staff report.

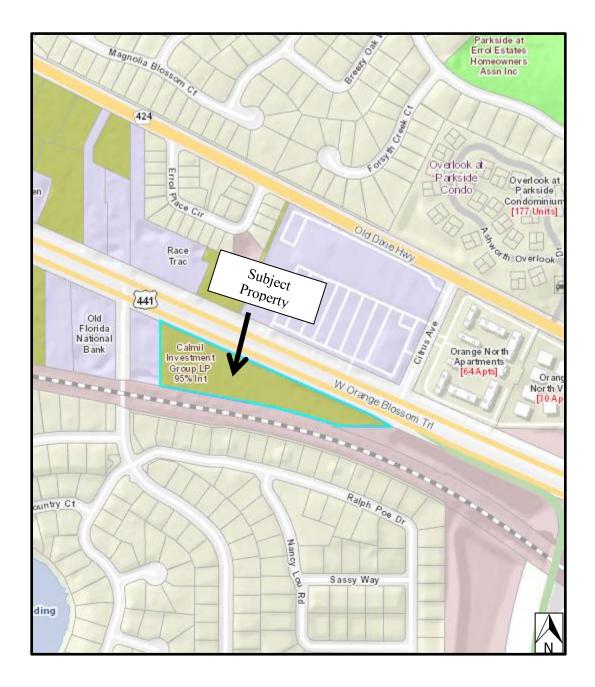
The **Planning Commission**, at its meeting on August 14, 2018, found the AutoZone Store – Final Development Plan consistent with the Land Development Code and Comprehensive Plan; and unanimously recommended approval of Final Development Plan, subject to the findings of this staff report.

City Council: Approve the AutoZone Store – Final Development Plan.

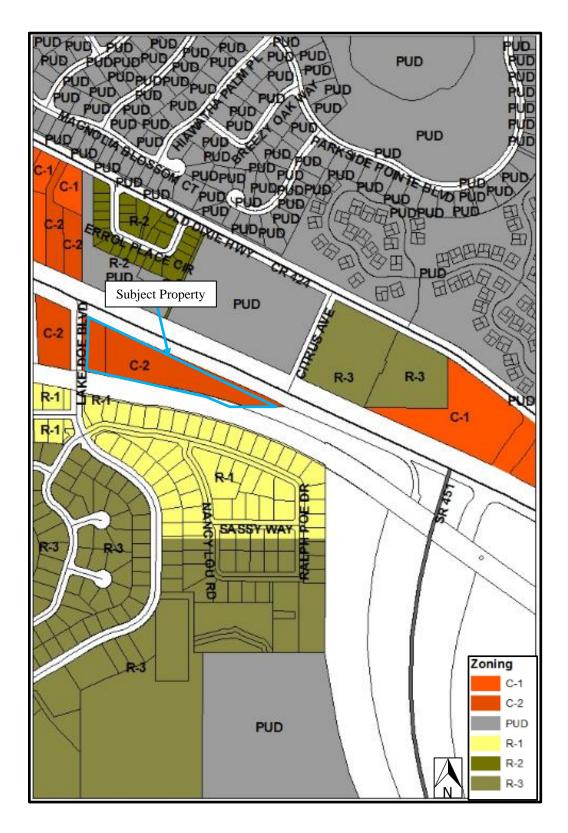
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Application:AutoZone Final Development PlanOwner/Applicant:Calmil Investment Group LP 95% Int; Kenneth Lee Jureit Trust 5% IntEngineer:Rogers Engineering, LLC, c/o Wallace L. Brinkman III, P.E.Location:1120 West Orange Blossom TrailParcel I.D. #:05-21-28-0000-00-025Total Site Area:3.30 acres +/-

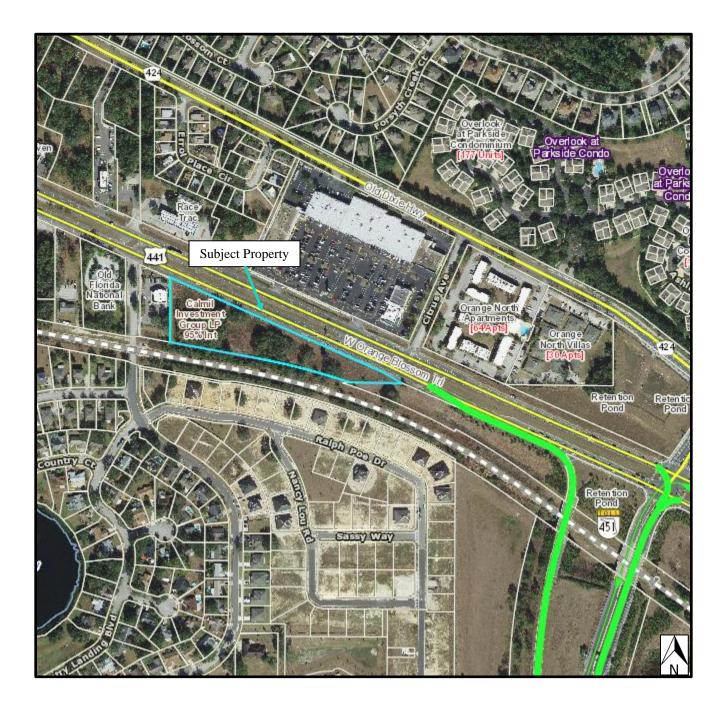
VICINITY MAP

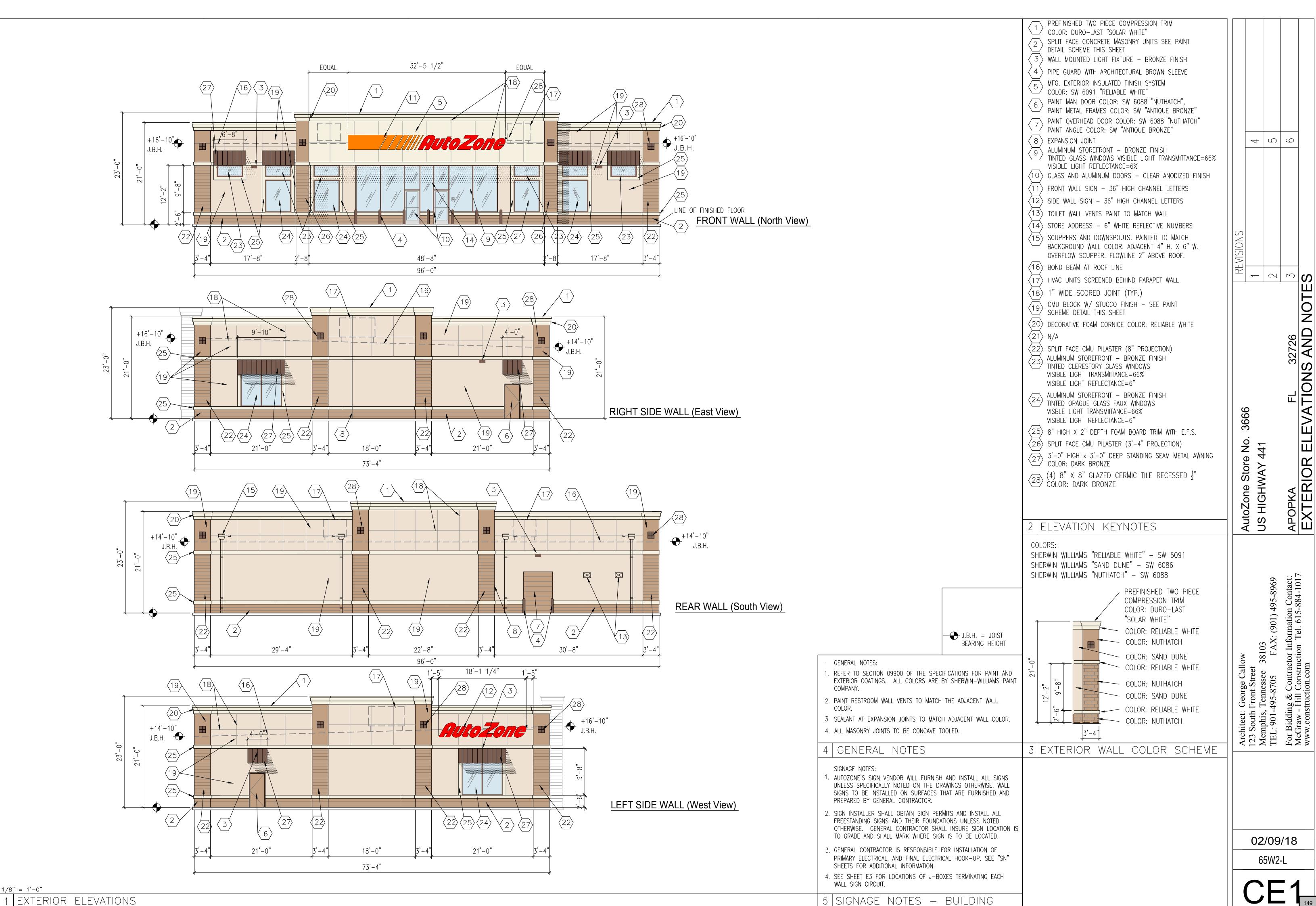


ZONING MAP



AERIAL MAP





1 EXTERIOR ELEVATIONS

A FINAL DEVELOPMENT PLAN

PROJECT TEAM

CIVIL ENGINEER:

SURVEYOR:

ROGERS ENGINEERING, LLC

ROGERS ENGINEERING, LLC

EMAIL: rkrogers@rogerseng.com

1105 S.E. 3RD AVE. OCALA, FLORIDA 34471

PHONE: 352-622-9214 CONTACT: RODNEY ROGERS, P.S.M

EMAIL: akesselrin@aol.com

CONTACT: WALLY BRINKMAN, P.E. EMAIL: wbrinkman@rogerseng.com

1105 S.E. 3RD AVE. OCALA, FLORIDA 34471 PHONE: 352-622-9214

DEVELOPER:

RETAIL DEVELOPMENT PROPERTIES, LLC 140 E. MORSE BLVD. #J WINTER PARK, FLORIDA 32789 PHONE: 407-766-1000 CONTACT: ROBERT GIERKE EMAIL: rgierke@retaildevelopmentproperties.com

OWNER:

CALMIL INVESTMENT GROUP LP (95% INT.) KENNETH LEE JUREIT TRUST (5% INT.) 5905 MORAY CT NW CONCORD, NC 28027 PHONE: 704-787-9017 CONTACT: KENNETH JUREIT EMAIL: kij54@coroling.rr.com

ARCHITECT/CONSTRUCTION MANAGER:

AUTOZONE STORES, LLC 123 S. FRONT STREET, 3RD FLOOR MEMPHIS, TENNESSEE 38103 PHONE: 901-495-8701 CONTACT: WADE DAVIS EMAIL: wode.dov/s@outozone.com

LANDSCAPE ARCHITECT: EDK - ENVIRONMENTAL DESIGN 1920 S.E. 8TH ST. OCALA, FLORIDA 34478 PHONE: 352-622-8899 CONTACT: ANDY KESSELRING, P.L.A., A.S.L.A., LS.A.

GENERAL NOTES:

ALL GROUND AREAS DISTURBED BY CONSTRUCTION SHALL BE IMMEDIATELY SODOED FOLLOWING FINAL GRADING. ALLOW FOR THICKNESS OF SOD WITH A 2-INCH UNDERCUT. SOD SHALL BE ARGENTINA BAHA UNLESS OTHERWISE NOTED ON LANDSCAPE PLAN, AND SHALL BE REGULARLY WATERED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION DURATION.

TO PREVENT EROSION DURING CONSTRUCTION, SILT FENCING SHALL BE INSTALLED AS INDICATED ON THE TREE REMOVAL & EROSION CONTROL PLAN AND MAINTAINED UNTIL THE COMPLETION OF SODDING AND LANDSCAPING.

3. ALL STRIPING SHALL BE 6" WIDE TRAFFIC PAINT, UNLESS OTHERWISE INDICATED, APPLIED WITH DOUBLE COAT A MINIMUM OF 24 HOURS APART. ALL STOP BARS SHALL BE LEAD FREE THERMOPLASTIC.

4. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE SITE VIA THE GRAVEL CONSTRUCTION ENTRANCE SHOWN ON THE TREE REMOVAL & EROSION CONTROL PLAN.

5. IRRIGATION SHALL BE PROVIDED FOR 100% OF THE SITE'S OPEN SPACE THROUGH THE ESTABLISHMENT PERIOD.

6. ALL STORM WATER MANAGEMENT SYSTEMS SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF IMPERVIOUS AREAS.

7. ALL UTILITY CONSTRUCTION SHALL MEET THE CURRENT CITY OF APOPKA STANDARDS.

8. LIGHT POLE FIXTURES CANNOT EXCEED THE HEIGHT OF THE BUILDING.

9. LIGHT POLE FOOTERS CANNOT BE EXPOSED ABOVE FINISH GRADE.

10. NO OUTDOOR STORAGE OR DISPLAY WILL OCCUR UNLESS AN AREA IS DESIGNATED AS SUCH.



FOR



STORE # 3666

1120 W. Orange Blossom Trail Apopka, Florida

SITE DATA:

PROJECT NAME: AUTOZONE - STORE #3666 PARCEL NO .: 05-21-28-0000-00-025 OVERALL PARCEL AREA: 3.32 ACRES (144,593 S.F.) PROJECT AREA: 1.07 ACRES (46,681 S.F.) LAND USE/ZONING: COMMERCIAL/C-2 PROPOSED USE: RETAIL SALES THIS SITE IS NOT LOCATED IN A FLOOD ZONE PER FEMA MAP NUMBER 12095C0120F

IMPERVIOUS AREA CALCULATIONS:

PROJECT AREA: 46,681 S.F. (1.07 ACRES) PROPOSED IMPERVIOUS AREA BUILDING 6.815 S.F. 0,813 S.F. 21,769 S.F. 28,584 S.F. (61.2%) PVMT & CONC TOTAL = PERVIOUS = 18,097 S.F. (38.8%)

	SI	TE D	ATA TABLE
PARCEL ID NUMBER	05-21-28-0	00-00	0-025
FUTURE LAND USE	COMMERCIAL	4	
ZONING	C-2		
ACREAGE/S.F.	1.07/46,681		
BUILDING HEIGHT	25 FT		
FLOOR AREA RATIO	6,815/46,681 = 0.146		
BUILDING SETBACKS	PROPOSED	FF	IONT: 75 FT
BUILDING SEIBACKS	REQUIRED	FR	IONT: 10 FT
PARKING SPACES	PROVIDED: 4	2	REQUIRED
TREE BANK MITIGATION FEE	N/A		
NUMBER OF EMPLOYEES	5		
WAIVER REQUEST	YES: TWO		
VARIANCE REQUEST	ND		

DRAINAGE CERTIFICATION:

THE REQUIRED DRAINAGE PATTERNS AND STORAGE CAPACITY OF THE RETENTION AREAS ARE NOT ADVERSELY AFFECTED BY THE ADDITIONAL USE OF LAND WITHIN THE BUFFER YARDS.

STATEMENT OF INTENDED USE:

THIS PROJECT CONSISTS OF CONSTRUCTING A 6,815 S.F. BUILDING FOR AUTO PARTS SALES WITH PAVED PARKING AND DRIVENAY ACCESS TO US 441 AND LAKE DOE BOULEVARD THROUGH ADJACENT DEVELOPMENTS.

NOTICE! IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THE MOST CURRENT APPROVED PLANS PRIOR TO CONSTRUCTION. 150



SECTION 5, TOWNSHIP 21 S., RANGE 28 E. LOCATION MAP

SHEET INDEX

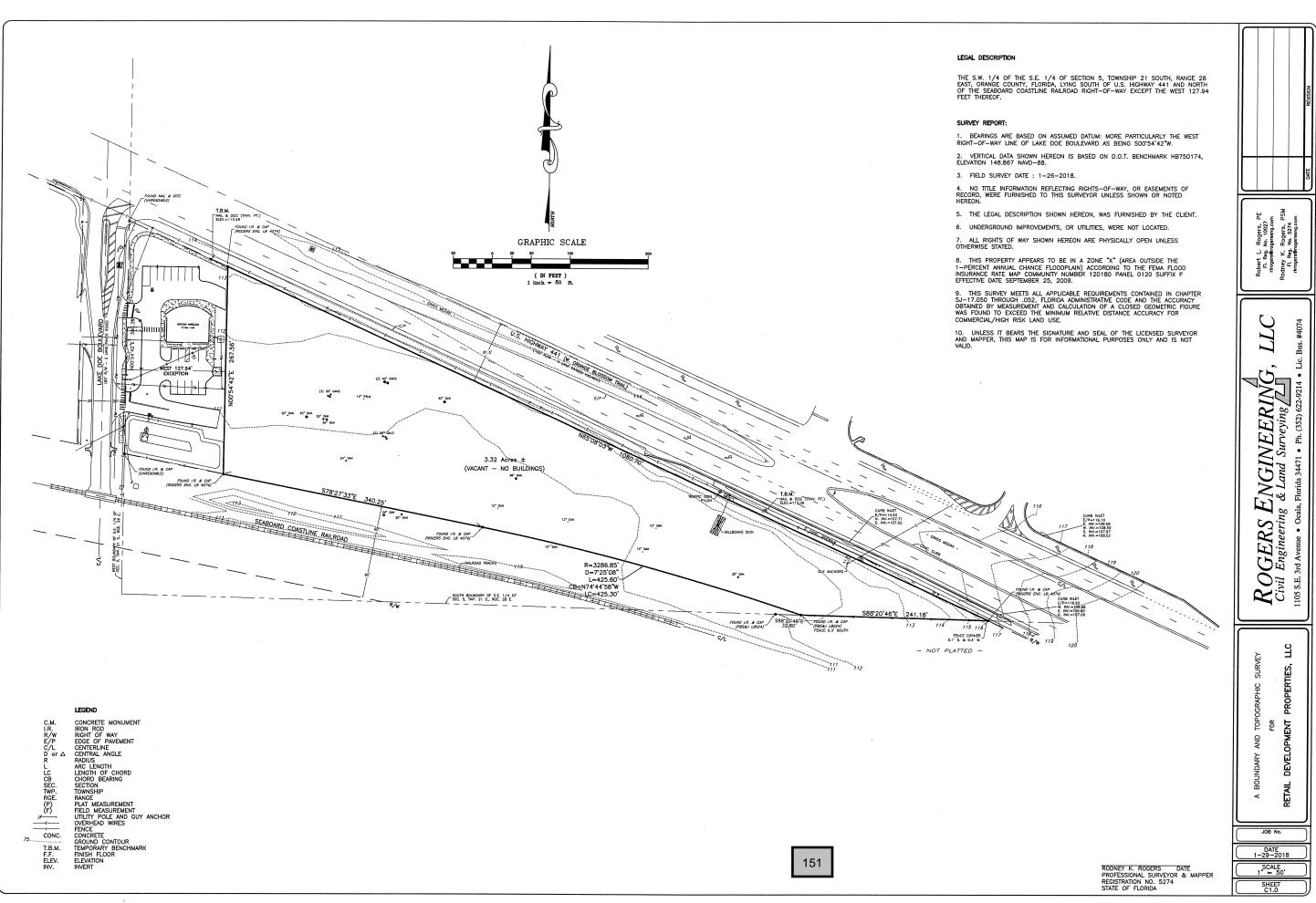
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C0.0	TITLE SHEET
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C2.0	EROSION CONTROL & TREE REMOVAL PLAN
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C1.0	BOUNDARY & TOPOGR
C2.0	EROSION CONTROL &
C2.1	STORMWATER POLLUTIO
C3.0	SITE LAYOUT PLAN
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C9.0	EASEMENT PLAN

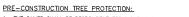


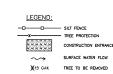


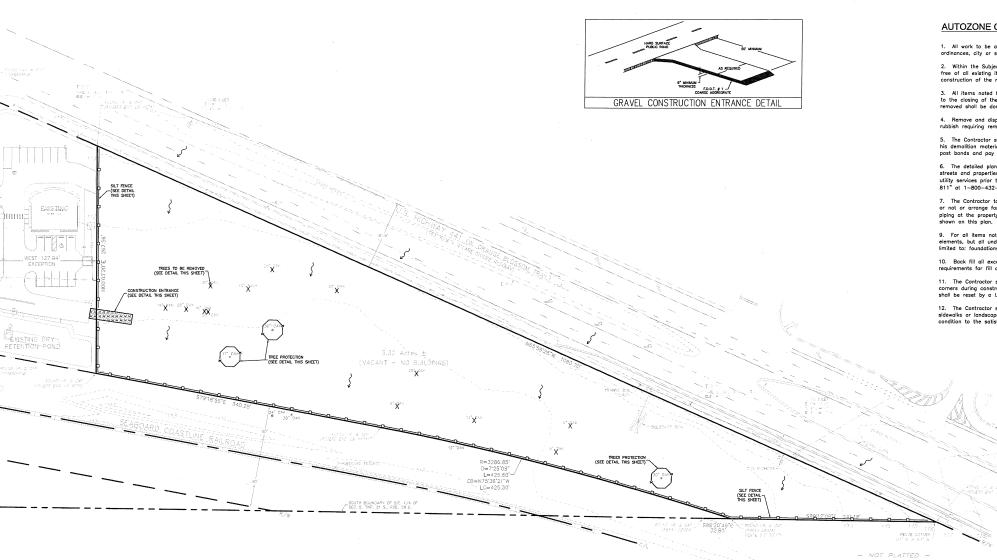
- 6. CONTRACTOR SHALL DEVELOP AND INPLEMENT A PLAN TO ASSURE THAT ALL DEBRIS RESULTING FROM THE CLEARING, SUCH AS LIMBS, STUMPS AND UNDERBRUSH, ARE PROPERLY CONTROLLED WHILE ON-SITE AND TRANSPORTED AND DISPOSED OF (OFF-STE) IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FOREAR REGULATIONS. NO WASTE MATERIALS OF ANY KIND ARE PERMITTED TO BE BURIED ON-SITE OR DISCHARGED TO SURFACE WATERS OF THE STATE OR TO THE FDOT STORW MATER SYSTEM.
- 4. THE CONTRACTOR SHALL PERIODICALLY SWEEP EXISTING ON-SITE PAVED SURFACES AS WELL AS ALL ABUTTING CITY STREETS, COUNTY ROADS, AND STATE HIGHWAYS TO KEEP THOSE SURFACES IN A SUBSTANTIALLY SEDURAT-FREE CONDITION. SWEEPING SHALL BE DONE ON A PERIODIC, AS-NEEDED BASIS THRCUHOHOUT THE WORK WEEK INCLUDING, MOST IMPORTANTLY, AFTER EVERY RAIN EVENT AND EVERY FRIDAY AFTERNOON PRIOR TO CEASING WORK FOR THE WEEK. 5. ALL MATERIALS, MACHINERY, AND VEHICLES SHALL BE STORED ON-SITE IN AN ORDERLY, ORGANIZED FASHION
- 3. ALL CONSTRUCTION VEHICLES SHALL ENTER THE PROJECT AREA VIA THE GRAVEL CONSTRUCTION ENTRANCE. THERE SHALL BE NO CONSTRUCTION ACTIVITIES, MACHINERY, OR VEHICLES BEYOND THE INTERIOR OF THE PROJECT AREA.
- EROSION CONTROL NOTES: 1. PRIOR TO ANY CLEARING ACTIVITIES. THE CONTRACTOR SHALL HAVE ALL ON-SITE UTILITIES LOCATED. 2. THE SILT FENCE SHALL BE INSTALLED BEFORE ANY CONSTRUCTION ACTIVITIES AND MAINTAINED UNTIL ALL DISTURBED AREAS ARE SODDED.

(3) THE CONTRACTOR SHALL INSPECT ALL TREE PROTECTION BARRICADES AND SIGNS ON A WEEKLY BASIS DURING THE COURSE OF CONSTRUCTION. ANY BARRICADE OR SIGN WHICH HAS BEEN DAMAGED OR IS MISSING SHALL BE REPLACED IMMEDIATELY. (4) IF ANY THEE WHICH HAS NOT BEEN APPRIVED TO BE REMOVED IS DESTROYED, OR RECEIVES MAJOR DAMAGE DIRING CO THE EXCEPTION OF NATURAL EVENTS, SO AS TO PLACE ITS LONG TERM SURVIVAL IN QUESTION, THE TREE(S) MUST BE REPL INCH-TO-INCH BASIS OF THE TOTAL (CONBUNED) DBH OF THE TREE(S) DO ESTROYED OR DAMAGED. THE REPLACEMENT THE COMPARABLE SPECIES OF THE OTSITIONED OR DAMAGED TREE(S) WITH A MINIMUM REPLACEMENT SIZE OF 3.5-INCH CALIPER. THE RIGHT DE STABULSH A REPLACEMENT VALUE FOR SUCH TREES AND PAYMENT INTO THE TREE MITIGATION FUND MAY BE CITY'S LANDSCAPE ARCHITECT. 152

- TEEE PROTECTION SHALL CONTINUE DURING THE COURSE OF CONSTRUCTION. THE FOLLOWING REQUIREMENTS SHALL BE CONDITIONS OF TREE REMOVAL PERMITS, ALL PERMITS FOR CONSTRUCTION IN PUBLIC RIGHTS-OF-WAY, AND ALL DEVELOPHENT PERMITS ISSUED UNDER AND PURSUANT TO THE CLEANING OF CONSTRUCTION EQUIPMENT OR MATERIAL OR THE DISPOSAL OF WASTE MATERIALS INCLUDING BUT NOT LIMITED TO, PAINT, OL, SOLVENTS, ASPHALT, CONCRETE, AND MORTAR WITHIN THE TPZ OF ANY TREE WHICH IS BEING PROTECTED IS NOT ALLOWED. (2) THE MOVEMENT OF EQUIPMENT OR THE STORAGE OF EQUIPMENT, MATERIALS, DEBRIS, OR FILL WITHIN THE TPZ OF ANY TREE WHICH IS BEING PROTECTED IS NOT ALLOWED.
- 1. THE OWNER SHALL BE RESPONSIBLE FOR INSURING THAT ALL MEASURES ARE TAKEN TO AVOID DAMAGE TO TREES NOT APPROVED FOR REMOVAL 2. PRIOR TO ANY CLEARING, GRUBBING, OR ANY CONSTRUCTION, TREE PROTECTION BARRICADES SHALL BE ERECTED AROUND ALL TREES, OR GROUPS OF TREES, WITHIN THE CONSTRUCTION AREA WHICH ARE TO BE PRESERVED.







4' FILTER FABRIC (IN CONFORMANCE WITH SEC. 985 FDDT SPEC.)

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SILT FENCE DETAIL NOT TO SCALE

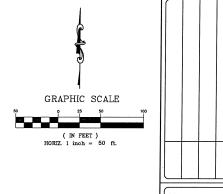
8" MIN J

200S

ORANGE CONSTR

TYPICAL TREE PROTECTION @ TIME OF CONST.

POST OPTIONS: SOFTWOOD 2-1/2" DIA. SOFTWOOD 2" × 4" HARDWOOD 1-1/2" × 1-1/2 STEEL 1.33 LBS/FT MAXIMUM 6" ON CENTER



AUTOZONE GENERAL DEMOLITION NOTES:

All work to be accomplished in strict accordance with all local ordinances, city or state.

Within the Subject Property, the intent is to have a clean, clear site, ree of all existing items noted to be removed in order to permit the construction of the new project.

3. All items noted to be removed by the Seller shall be accomplished prio to the closing of the Real Estate Transaction. All other items noted to be removed shall be done so as part of the contract for General Construction.

A Remove and dispose of any sidewalks, fences, stairs, walls, debris and ubbish requiring removal from the work area in an approved off site landfill

5. The Contractor shall secure all permits for his demolition and disposal o his demolition material to be removed from the site. The Contractor shall post bonds and pay permit fees as required.

The detailed plans may not reflect all utilities on the site or surrounding streets and properties. The Contractor shall verify locations and existence of utility services prior to construction. The Contractor shall call "SUNSHINE 811" at 1-800-432-4770, 72 hours prior to construction.

7. The Contractor to remove all utilities to existing structures whether shown or not or arrange for the appropriate Utility Company to cut and cap service piping at the property line or main (as required). All services may not be shown on this plan.

9. For all items noted to be removed - remove not only the above ground elements, but all underground elements as well including but not necessarily limited to: foundations, gravel fills, tree roots, aid pipes, etc.

10. Back fill all excavations resulting from the demolition work to meet the requirements for fill autlined in the Geotechnical Report.

11. The Contractor shall protect all iron pins, monuments and property corners during construction. Any Contractor disturbed pins, monuments, etc. shall be reset by a Licensed Land Surveyor at the expense of the Contractor

12. The Contractor shall restore any utility structure, pipes, povement, curbs sidewalks or landscaped areas disturbed during demolition to their original condition to the satisfaction.





I. SITE DESCRIPTION:

(1) NATURE OF CONSTRUCTION ACTIVITY: THIS PROJECT INCLUDES CONSTRUCTION OF A BERM AND SWALE WITHIN AUTOZONE/IHOP PROJECT LIMITS.

- (2) SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:
 (3) THE CONTRACTOR SHALL BE REQUIRED TO PREPARE A SITE SPECIFIC EROSION CONTROL PLAN ALONG WITH A DETAILED CONSTRUCTION SCHEDULE TO INDICATE DATES OF MAJOR GRADING ACTIVITIES AND DETERMINE SEQUENCES OF TEMPORARY AND PERMANENT SOIL DISTRIBUTING ACTIVITIES ON ALL PORTIONS OF THE PROJECT.
 (b) THE CONTRACTOR WILL BE REQUIRED TO MODIFY THE PLAN OR MATERIALS TO ADAPT TO SEASONAL VARIATIONS, CONSTRUCTION ACTIVITY VARIATIONS, OR AS DIRECTED BY THE ENGINEER.
 (c) APPLICABLE EROSION CONTROL DEVICES AND IMPLEMENTATION PROCEDURES ARE SUPPLIED IN THE FDOT EROSION AND SEDIMENT CONTROL MANUAL.

 - (a) THE ENGINEER IS RESPONSIBLE FOR DETERMINING IF ANY MODIFICATIONS OR ADDITIONAL CONTROLS ARE REQUIRED AND TO OBTAIN DEPLOYMENT SCHEDULES FOR THE IMPLEMENTATION OF ALL ONAL EROSION CONTROL DEVICES FROM THE CONTRACTOR

(3) GENERAL NOTES

- (a) ALL CROSION AND SEDIMENT CONTROL DEVICES FOR EACH PHASE OF WORK ARE TO BE INSTALLED PRIOR TO BEGINNING WORK ON THAT PHASE.
 (b) INSTALL EROSION AND SEDIMENT CONTROL DEVICES WHERE LISTED IN THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR PERIMETER CONTROLS BEFORE THE LAND IS
- DISTURBED (c) PROVIDE SEDIMENT BARRIERS WHERE LISTED IN THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR DITCH BLOCKS DURING CONSTRUCTION.
- (d) PROVIDE INLET PROTECTION SYSTEMS AT INLET OPENINGS.
- (e) COVER OR STABILIZE DISTURBED AREAS AS SOON AS POSSIBLE
- (e) CUVER OR STABILIZE DISTURBED AREAS AS SOUN AS FOSSIBLE.
 (f) DD NOT DISTURB AN AREA UNTL IT IS NECESSARY FOR CONSTRUCTION TO PROCEED.
 (g) TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT FROM SEASONAL CLIMATE CHANGES OR WEATHER EVENTS.
 (h) DO NOT REMOVE PERIMETER CONTROLS UNTL AFTER ALL UPSTREAM AREAS ARE FULLY STABILIZED AND PERMANENT VEGETATION IS ESTABUSHED.

(4) PROJECT AREAS THE ESTIMATED TOTAL PROJECT AREA IS 3.32 ACRES.

(5) RUNOFF COEFFICIENTS BEFORE Cw(B), DURING Cw(D) AND AFTER Cw(A) CONSTRUCTION:

- RUNOFF COFFFICIENT FOR
- GRASSED SHOULDERS ADJACENT TO ROADWAY: C=0.20 MPERVIOUS ROADWAYS AND PAVED SHOULDER: C=0.95
- DISTURBED AREAS, EXPOSED SOIL, ETC., DURING CONSTRUCTION: C=0.20

WFIGHTED RUNOFF COFFFICIENT: BEFORE: Cw(B)=0.44 DURING: Cw(D)=0.59 AFTER: Cw(A)=0.59

HE RUNOF COEFFICIENT DURING CONSTRUCTION, CW(D), IS CALCULATED ASSUMING THAT THE MAXIMUM ALLOWABLE AREA OF SOIL IS DISTURBED DURING CONSTRUCTION, AND THE REMAINING MOUNT IS THE EXISTING IMPERVIOUS AND CRASSED SHOULDER AREAS.

(6) DESCRIPTION OF SOIL OR QUALITY OF DISCHARCE: THE SOIL SURVEY INDICATES THAT THE MAJORITY OF THE SURFICIAL SOILS LOCATED ALONG ONSITE ARE PREDOMINANTLY SAND.

NRCS SOILS DATA FOR ORANGE COUNTY IS PROVIDED IN THE DRAINAGE DOCUMENTATION. MORE DETAILED INFORMATION REGARDING GENERALIZED SOIL INFORMATION IS PROVIDED IN THE DRAINAGE DESIGN DOCUMENT FOR THIS PROJECT.

(7) ESTIMATED DRAINAGE AREA AND AVERAGE SLOPE OF DRAINAGE AREA FOR EACH OUTFALL: (a) SITE MAP: THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAP (b) DRAINAGE MAP: PLEASE REFER TO DRAINAGE REPORT.

(8) RECEIVING WATERS:

THE PROPOSED STORMWATER RUNOFF WITHIN WILL BE FULLY RETAINED ON-SITE WITH NO DISCHARGE.

(9) THE OUTFALLS DRAIN INTO WBID 1329E (VERIFIED IMPAIRED) FOR MERCURY IN FISH PER FDEP 303(d) LIST.

- OUTFALL LOCATIONS: (TEMPORARY AND PERMANENT) DESCRIPTION LATITUDE LON (10) LONGITUDE (a) N/A N/A N/A
- (11) NO WETLAND IMPACTS ARE PROPOSED.
- (12) DESCRIPTION OF STORMWATER MANAGEMENT: (EXISTING/PROPOSED) (a) EXISTING STORMWATER PRIMARILY INFLITATES INTO THE EXISTING SANDY SOILS, WITH DISCHARGE TO THE ADJACENT RAILROAD RIGHT-OF-WAY. (b) PROPOSED STORMWATER RUNOFF WILL BE RETAINED IN ON-SITE DRY RETENTION PONDS WITH NO OFF-SITE DISCHARGE.

II. CONTROLS: EROSION AND SEDIMENT CONTROLS

(1) WATER QUALITY MONITORING:

- (c) WATER QUALITY MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE SPECIAL CONDITIONS OF ALL ENVIRONMENTAL PERMITS OR BY THE CONTRACTOR UPON THE OBSERVATION THAT WATER QUALITY STANDARDS MAY BE VIOLATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE CONTRACTOR AND APPROVED BY THE PROJECT ADMINISTRATOR.
- (b) THE PROJECT ADMINISTRATOR WILL BE RESPONSIBLE FOR MONITORING ANY ACTIVITIES FOR VIOLATION OF WATER QUALITY STANDARDS AS THEY RELATE TO TURBIDITY [NO GR NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND OR GREATER THAN 1 NTU ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OUTSTANDING FLORIDA WATERS (OFW)]. (c) IF WATER QUALITY STANDARDS ARE WOLATED, CONSTRUCTION SHOULD BE STOPPED IMMEDIATELY, THE ENVIRONMENTAL PERMIT CONDITIONS FOLLOWED AND EROSION AND SEDIMENT CONTROL DEVICES REEVALUATED AND APPROVED BY THE ENGINEER PRIOR TO ANY CONTINUATION OF ACTIVITY. MONITORING ACTIVITIES AND TURBIDITY READINGS SHALL BE RECORDED ON THE CONSTRUCTION INSPECTION REPORT AND CONTINUED UNTIL TURBIDITY READINGS FALL BELOW AN ACCEPTABLE LEVEL (29 NTU ABOVE BACKGROUND OR 1 NTU ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OFW)

(d) WATER QUALITY MONITORING MAY BE CONDUCTED DURING ANY PHASE OF CONSTRUCTION AS DIRECTED BY THE PROJECT ENGINEER.

(2) STABILIZATION PRACTICES:

(a) STABILIZATION MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO MAINTAINING, ESTABLISHING AND USING VEGETATION, APPLYING MULCHES, SODDING, SEEDING, BMP'S AND THE USE OF ROLLED EROSION CONTROLLED PRODUCTS. WHEN CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. SIDE SLOPES SHALL BE STABILIZED WITH PERFORMANCE SODDING OR SEEDING OR ANY OTHER APPROVED METHOD OF STABILIZATION INCLUDED IN THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGN AND REVIEW MANUAL (EASC MANUAL). (b) STABILIZATION SHALL TAKE PLACE AS SOON AS PRACTICAL IN PORTIONS OF THE PROJECT WHERE CONSTRUCTION ACTIVITIES HAVE CEASED, BUT NO LATER THAN 7 DAYS AFTER ANY CONSTRUCTION ACTIVITY CEASES EITHER TEMPORARILY OR PERMANENTLY.

(c) ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO THE CONTRACT DOCUMENTS, AND THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN. (d) ANY TEMPORARY MATERIAL USED FOR POLLUTION OR EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND FINAL STABILIZATION OF THE PROJECT HAS BEEN ACHIEVED.

- (e) SEDMENT BARNERS SHOULD BE USED ALONG THE LENGTH OF THE PROJECT WHERE THE GROUND SLOPES AWAY FROM THE RIGHT-OF-WAY OR WHERE THERE IS POTENTIAL FOR SEDIMENT TO BE DIRECTED OFF-SITE, PARTICULAR CARE SHOULD BE USED WHEN THERE ARE WETLANDS OR WATERS OF THE U.S. ARE INVOLVED. SEDIMENT BARRIERS SHOULD BE USED AROUND THE PERIMETE BE DIRECTED OFF-SIT OF STOCKPILE AREAS.
- (f) SPACING OF SEDIMENT BARRIERS USED AS DITCH OR SWALE CHECKS/DAMS SHOULD BE BASED UPON THE HEIGHT OF THE BARRIER AND THE SLOPE OF THE DITCH OR SWALE.

(g) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MODIFYING SOIL TRACKING PREVENTION SYSTEMS OR PROCEDURES AS NEEDED.

(3) STRUCTURAL PRACTICES FOR EROSION AND SEDIMENT CONTROL:

(a) ROLLED EROSION CONTROL PRODUCTS (ARTIFICIAL COVERINGS)

PURPOSE: TO PROTECT DISTURBED SLOPE SURFACES AGAINST EROSION DUE TO RAINFALL OR FLOWING WATER.

- (1) USED FOR PAUSES IN CONSTRUCTION DUE TO INCLEMENT WEATHER OR OTHER CIRCUMSTANCES, COULD INCLUDE NATURAL OR SYNTHETIC FIBER MATS, PLASTIC SHEETING OR NETS, (2) USED FOR EROSION CONTROL THAT FACILITATES PLANT GROWTH WHILE PERMANENT GRASS IS ESTABLISHED. COULD INCLUDE BIODEGRADABLE EROSION CONTROL BLANKETS INSTALLED ON A SEEDED AREA, ON FILL SLOPES OR IN DITCHES.
- (3) USED TO STABILIZE DRAINAGE CHANNELS. CONSULT E&SC MANUAL TO DETERMINE CORRECT PRODUCT TYPE FOR CHANNEL STABILIZATION

(b) RUNOFF CONTROL STRUCTURE (TEMPORARY SLOPE DRAIN)

PURPOSE: TO PROTECT HILLSIDE SURFACES AGAINST EROSION DUE TO CONCENTRATED FLOW OF RUNOFF WATER.

(1) USED ON FILL SLOPES AND CUT SLOPES TO REDUCE SEDIMENT TRANSPORT AND COULD INCLUDE TEMPORARY SLOPE DRAINS, GRASS-LINED CHANNELS, ROCK-LINED CHANNELS AND CHECK

(2) RUNOFF CONTROL STRUCTURES TYPICALLY DISCHARGE TO A SEDIMENT BASIN.

- (c) SEDIMENT BASIN (CONTAINMENT SYSTEM)
 PURPOSE: A CONTAINMENT SYSTEM IS DESIGNED TO DETAIN AN ADEQUATE VOLUME OF RUNOFF, REDUCE THE VELOCITY OF FLOW THROUGH THE SYSTEM, ALLOW FOR SETTI AND REGULATE THE DISCHARGE RATE FROM THE SEDIMENT BASIN.
 (1) SEDIMENT BASINS MUST BE PLACED IN STRATECIC LOCATIONS WITHIN THE ACTIVE AREAS OF CONSTRUCTION. CONTRIBUTING AREA AND SIZE OF TARGET SOIL PARTICL SEDIMENT BASIN MUST BE PLACED IN STRATECIC LOCATIONS WITHIN THE ACTIVE AREAS OF CONSTRUCTION. CONTRIBUTING AREA AND SIZE OF TARGET SOIL PARTICL SEDIMENT BASIN MILLBE TYPE 1, TYPE 2 OR TYPE 3 SYSTEM.
 (2) THE LIFF OF SMAILER PRE-SEDIMENTATION BASINS USED IN COMJUNCTION WITH LARGER PERMANENT RETENTION/DETENTION PONDS ARE EFFECTIVE IN CAPTURING LA CONTROL BASIN MILL DE LIFE F, THE 2 OF THE 2 OF
- (d) SEDIMENT BARRIERS (TEMPORARY CONSTRUCTION SITE BMP) PURPOSE: SEDIMENT BARRIERS EINER OBSTRUCT FLOW OR PREVENT THE PASSAGE OF WATER WHILE CONSTRUCTION ACTIVITES OCCUR. SMALLER SEDIMENT BARRIERS MAY SEDIMENT CONTINUENT SYSTEM OR AS A METHOD TO REDUCE FLOW VELOCITY. (1) THESE CONSTRUCTION BMP CAN INCLUDE SYNTHETIC BALES, STAKED SLIT FERCE, TURBIDITY BARRIERS, STORM SEWER INLET BARRIERS, ROCK BARRIERS, GEOSYNTHET (2) APPORPIATE LOCATIONS INCLUDE STITE FERMETER BELOW DISTURBED AREAS SUBJECT TO SHEET AND BALLE MOSAN, BELOW THE TORO F CROSED SHO BRODIELS STREAM AND CHANNEL BANKS, AROUND DRAINS AND INLETS LOCATED IN LOWFONTS OR THE DOWNSTREAM EDGE OF AREAS UNDERGOING VERICAL OR BOX CLUERT CO (3) NAPPORPIATE LOCATIONS FOR THESE SAME MEASURES INCLUDE PARALLEL TO A HILSDIE CONTOUR, IN CONCENTRATE FLOW, ONLY MERSES INCLUDE PARALLEL TO A HILSDIE CONTOUR IN CONCENTRATE FLOW UNDER SAME SAME SAME MAND CHANNELS WITH CONCENTRATED FLOW (UNESS PROPERLY F DOWNSTREAM OF CULVERTS WITH CONCENTRATED FLOW, IN FRONT OF OR AROUND INLETS ON A GRADE WITH CONCENTRATED FLOW UNDER STREAMS.
- (e) FLOATING TURBIDITY BARRIER PURPOSE: USED IN PERMANENT BODIES OF WATER TO RETAIN SEDIMENT AND FLOATING DEBRIS FROM A CONSTRUCTION AREA SO THAT REMOVAL OR CONTAINMENT OF THE (1) TYPE I, LICHT DUTY, IS USED WHERE THERE IS LITLE OR NO CURRENT, NO WIND AND NO WAVE ACTION.
 (2) TYPE II, MODERATE DUTY, IS USED WTH SOULE CURRENT (4.35 FT. PER SECOND) AND SOME EVERSURE TO WIND.
 (3) TYPE II, MODERATE DUTY, IS USED WTH SOULE CURRENT (5.5 FT. PER SECOND) AND SOME EVERSURE TO WIND.
 (4) BARRIER MUST BE ATTACHED AT BOTH ENDS AND WEICHTED ON THE BOTTOM.
 (5) MUTHUE LINES OF BARRIER AN BURG USED IN SOULE CORCUMSTANCES FOR ADDITIONAL PROTECTION.
 (6) STANDARD PANELS FOR WATER DEPTHS ARE 5.0'. ADDITIONAL PANELS CAN BE USED FOR WATER DEPTHS > 5.0'.

- (1) STAKED TURBIDITY BARRIER PURPOSE: THIS ITEM IS COMMONLY USED IN AREAS WHERE CONTINUOUS CONSTRUCTION ACTIVITIES CHANGE THE NATURAL CONTOURS AND DRAINAGE RUNOFF PATTERNS. (1) COMMONLY USED IN LAKES AND STREAMS AS A SEDIMENT CONTAINMENT SYSTEM. SHOULD NOT BE USED WHERE WATER CURRENTS MOVE THE CURTAIN AND DISLODG (2) MAXIMUM DEPTH OF PANEL IS 3-8: (3) POST MUST BE A MINIMUM LEXCHTH OF 5.0' AND A MINIMUM OF 10° OF FABRIC MUST BE IMBEDDED IN THE GROUND.
- (9) INLET PROTECTION SYSTEM PURPOSE: ANY OF A NUMBER OF SEDIMENT BARRIERS THAT EITHER PREVENT SEDIMENT FROM ENTERING AN INLET OR TRAP THE SEDIMENTS ONCE THEY ENTER THE INLET (1) TYPICAL APPLICATIONS INCLUDE ROCK BARRIERS, FRAME AND FILTER BARRIERS, CURB INLET "SUMP" BARRIER, CURB INLET DIVERSION BERM, CURB AND GUTTER SEDI CURB INLET INSET.
- CURE INCL INSEL. (2) SHOULD BE INSTALLED ONLY WHEN CONSTRUCTION ACTIVITES ARE ON-COING AND ONLY WHERE SUMP CONDITIONS EXIST. (3) SHOULD NOT BE USED WHEN CONSTRUCTION IS COMPLETE AND SHOULD NOT BE USED IN AREAS WHERE FLOODING COULD ENCROACH INTO THE TRAVEL LANES.
- (h) SOIL TRACKING PREVENTION DEVICE PURPOSE: TEMPORARY STRUCTURES TO ASSIST WITH THE REMOVAL OF SOIL MATERIAL CAPTURED ON VEHICLE TIRES BEFORE THE VEHICLES ENTER THE ROADWAY. (1) USE ONE DEVICE PER MILE WITH A MINIMUM OF TWO PER PROJECT. (2) USE ADDITIONAL DEVICES FOR CONSTRUCTION AREAS THAT ARE NOT ADJACENT TO THE ROAD RIGHT-OF-WAY AND NO ACCESS IS PROVIDED THROUGH A SOIL TRACK (2) USE ADDITIONAL DEVICES FOR CONSTRUCTION AREAS THAT ARE NOT ADJACENT TO THE ROAD RIGHT-OF-WAY AND NO ACCESS IS PROVIDED THROUGH A SOIL TRACK (3) RRR PROJECTS SHOULD BE HANDLED ON A CASE BY CASE BASIS.
- CHEMICAL TREATMENTS FOR EROSION AND SEDIMENT CONTROL: CHEMICAL TREATMENT- POLYACRYLAMIDES (PAM AND PAM BLENDS) PURPOSE: REDUCE SOL EROSION THROUGH SOL BUNDING, USED AS A WATER TREATMENT ADDITIVE TO REMOVE SUSPENDED SOLIDS FROM RUNOFF, PROVIDES APPROPRIATE VEGETATION FOR STABILIZATION AND INCREASES INFILTRATION BY INCREASING SIZE OF SOIL PARTICLE. 1) CAN BE USED AND AND AND AND INDERAGES INFLIMATION OF INDERAGES INFLIMATION OF INDERAGES AND SALE OF SOLE PARTICLE.
 1) CAN BE USED INTERED SOLES CON DE USED IN CONNUCTION WITH OFFER BURST TO ENHANCE PERFORMANCE. CAN BE APPLIED IN DISSOLVED FORM WITH WATE (2) HIGHER CONCENTRATIONS OF PAM'S DON'T INCREASE THE EFFECTIVENESS OF THE PRODUCT.
 (3) ACTIVELY WORKED AREAS WILL REQUIRE REAPPLICATION TO REAMIN EFFECTIVENESS OF THE PRODUCT.
 (4) PAM SHOULD NOT BE USED WHERE THERE IS A POTENTIAL FOR COUNTERING THE CONCENTS.

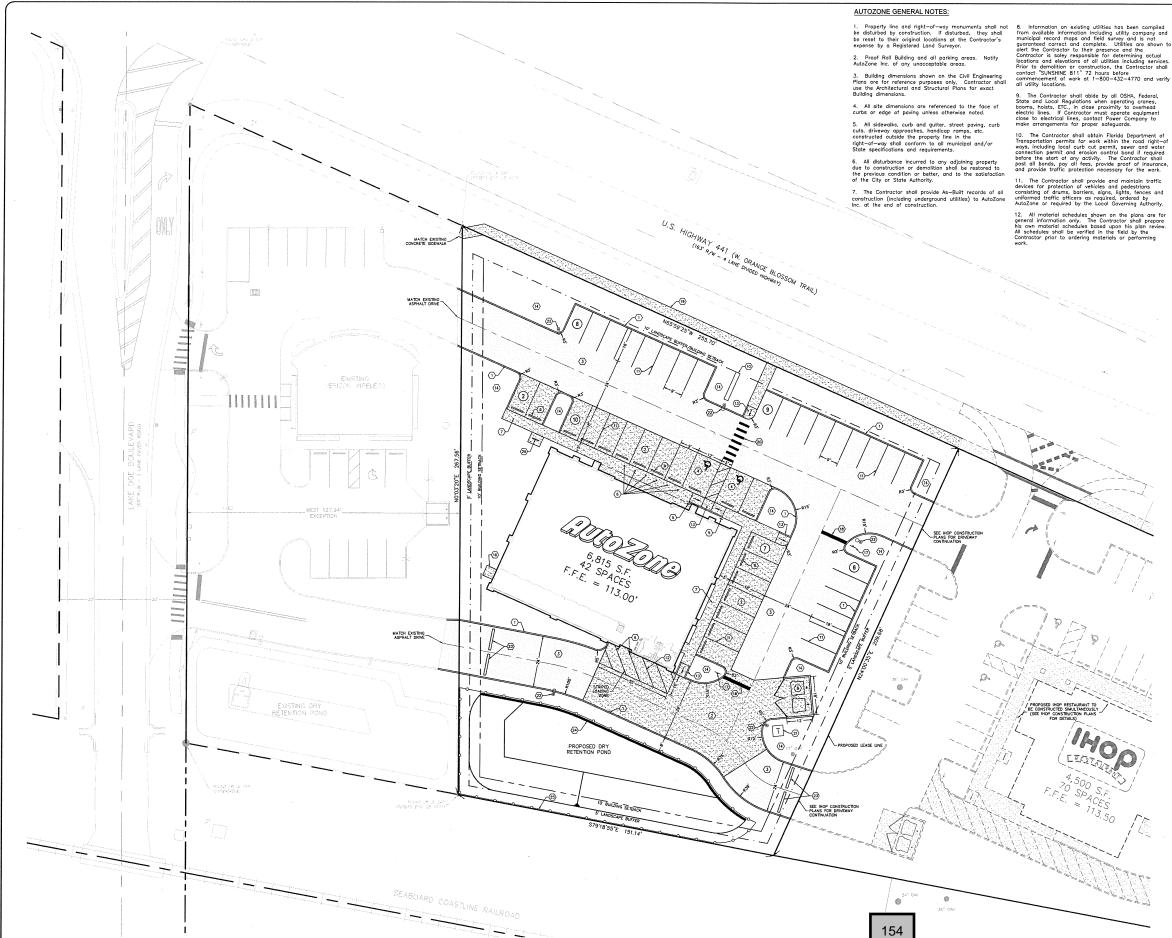
(a) LOADED HAUL TRUCKS ARE TO BE COVERED BY A TARPAULIN AT ALL TIMES.

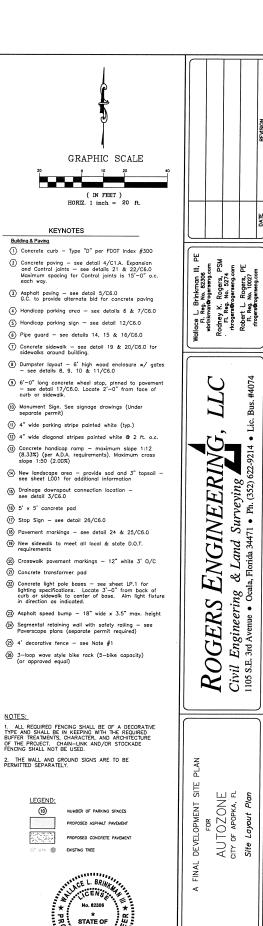
V. MAINTENANCE

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF ALL EROSION AND SEDIMENT CONTROL DEVICES AND REMOVAL OF EROSION AND SEDIMENT CON TERMINATION IS MAILED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF SEDIMENT BUILDUP THROUGH THE LIFE OF THE INSTALLED EI
- (1) ALL CONTROL MEASURES WILL BE MAINTAINED DAILY BY THE CONTRACTOR AND ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECES
- IMMCDIVIELL. (2) SODDING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH. (3) SYNTHEIC BALES SHALL BE MAINTAINED TO ENSURE THER USEFULNESS AND NOT BLOCK OR IMPEDE STORNWATER FLOW OR DRAINAGE. (4) STABILIZE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOGENG OF ROCK BEDDING WHICH MAY IMFEDE[®] THE USEFULNESS OF THE STRUCTURE.

V. INSPECTION

(c) SEDIMENT BASIN (CONTAINMENT SYSTEM) PURPOSE: A CONTAINMENT SYSTEM IS DESIGNED TO DETAIN AN ADEQUATE VOLUME OF RUNOFF, REDUCE THE VELOCITY OF FLOW THROUGH THE SYSTEM, ALLOW FOR SETTLEMENT OF SUSPENDED SOLIDS AND REGULATE THE DISCHARCE RATE FROM THE SEDIMENT BASIN. (1) SEDIMENT BASIN SUST BE PLACED IN STRATEGIC LOCATIONS WITHIN THE ACTIVE AREAS OF CONSTRUCTION. CONTRIBUTING AREA AND SIZE OF TARGET SOIL PARTICLES WILL DICTATE WHETHER THE		
AND RECOLATE THE UISLIMARCE MATE FROM THE SEDIMENT BASIN. (1) SEDIMENT BASINS MUST BE PLACED IN STRATEGIC LOCATIONS WITHIN THE ACTIVE AREAS OF CONSTRUCTION. CONTRIBUTING AREA AND SIZE OF TARGET SOIL PARTICLES WILL DICTATE WHETHER THE SEDIMENT BASIN MULL BE TYPE 1, TYPE 2 OR TYPE 3 SYSTEM. (2) THE USE OF SMALLER PRE-SEDIMENTIATION BASINS USED IN CONJUNCTION WITH LARGER PERMANENT RETENTION/DETENTION PONDS ARE EFFECTIVE IN CAPTURING LARGER VOLUMES OF SEDIMENTS.		REMISIO
THIS TECHNIQUE REQUIRES PERIODICALLY SCHEDULED REMOVAL OF THE ACCUMULATED SEDIMENTS.		
(d) SEDMENT BARRIERS (TEMPORARY CONSTRUCTION SITE BMP) PURPOSE: SEDMENT BARRIERS EITHER OBSTRUCT FLOW OR PREVENT THE PASSAGE OF WATER WHILE CONSTRUCTION ACTIVITIES OCCUR. SMALLER SEDMENT BARRIERS MAY FUNCTION AS A SMALL SEDMENT CONTAINMENT SYSTEM OR AS A METHOD TO REDUCE FLOW VELOCITY. (1) THESE CONSTRUCTION BUP CAN INCLUGE SYNTHETIC BALES, STAKED SLIT FENCE, TURRIDITY BARRIERS, STORM SEWER INLET BARRIERS, ROCK BARRIERS, GEOSYNTHETIC BARRIERS, ETC.		
(2) APPROPRIATE LOCATIONS INCLUDE SITE PERMETER, BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION, BELOW THE TOË OF EXPOSED AND ERODBLE SLOPES, ALONG THE TOË OF STREAM AND CHANNEL BANKS, ARQUND DRAINS AND INLETS LOCATED IN LOWPOINTS OR THE DOWNSTREAM BOGO OF AREAS UNDERGOING VERTICAL OR BOX CULVERT CONSTRUCTION ACTIVITES. (3) INAPPROPRIATE LOCATIONS FOR THESE SAME MESAURES INCLUDE PARALLEL TO A HILLSIDE CONTOUR, IN CHANNELS WITH CONCENTRATED FLOW (NLESS PROPERLY REINFORCED), UPSTREAM OR DOWNSTREAM OF CULVERTS WITH CONCENTRATED FLOW, IN FRONT OF OR ARQUND INLETS ON A GRADE WITH CONCENTRATED FLOW OR IN FLOWING STREAMS.		
(e) FLOATING TURBIDITY BARRIER PURPOSE: USED IN PERMANENT BODIES OF WATER TO RETAIN SEDIMENT AND FLOATING DEBRIS FROM A CONSTRUCTION AREA SO THAT REMOVAL OR CONTAINMENT OF THE MATERIAL IS POSSIBLE. (1) TYPE I, LIGHT DUTY, IS USED WHERE THERE IS LITLE OR NO CURRENT, NO WIND AND NO WAVE ACTION.		DATE
 (2) TYPE II, MODERATE DUTY, IS USED WITH SOME CURRENT (4.3.5 FT. PER SECOND) AND SOME EXPOSURE TO WIND. (3) TYPE III, HEAVY DUTY, IS USED WITH GREATER CURRENT (3.5-S.0 FT. PER SECOND), MODERATE WIND AND WAVE ACTION. (4) BARRIER MUST BE ATTACHED AT BOTH ENDS AND WEIGHTED ON THE BOTTOM. 		
 (5) MULTPLE LINES OF BARRIER MAY BE USED IN SOME CIRCUMSTANCES FOR ADDITIONAL PROTECTION. (6) STANDARD PANELS FOR WATER DEPTHS ARE 5.0'. ADDITIONAL PANELS CAN BE USED FOR WATER DEPTHS > 5.0'. 		
(1) STAKED TURBIDITY BARRIER PURPOSE: THIS ITEM IS COMMONLY USED IN AREAS WHERE CONTINUOUS CONSTRUCTION ACTIVITIES CHANCE THE NATURAL CONTOURS AND DRAINAGE RUNOFF PATTERNS. (1) COMMONLY USED IN LAKES AND STREAMS AS A SEDIMENT CONTAINMENT SYSTEM. SHOULD NOT BE USED WHERE WATER CURRENTS MOVE THE CURTAIN AND DISLODGE COLLECTED SEDIMENTS.		Wallace L. Brinkman III. F Wallace L. Brinkman III. F whitmad ogerang.com Rodny K. Rogers, PSM frequentio ogers. Sch Reg. N. 10027 frequentio operang.com
(2) MAXIMUM DEPTH OF PANEL IS 3'-8". (3) POST MUST BE A MINIMUM LENGTH OF 5.0' AND A MINIMUM OF 10" OF FABRIC MUST BE IMBEDDED IN THE GROUND.		Arinkm No. 8 Progers Roge No. 5 No. 10 No. 10
(g) INLET PROTECTION SYSTEM PURPOSE: ANY OF A NUMBER OF SEDIMENT BARRIERS THAT EITHER PREVENT SEDIMENT FROM ENTERING AN INLET OR TRAP THE SEDIMENTS ONCE THEY ENTER THE INLET. (1) TYPICAL APPLICATIONS INCLUDE ROCK BARRIERS, FRAME AND FILTER BARRIERS, CURB INLET SUMP" BARRIER, CURB INLET DIVERSION BERM, CURB AND GUTTER SEDIMENT CONTAINMENT SYSTEM OR CURB INLET INSCT.		Vallace L Brinkman I Vallace L Brinkman I Res, N. Sarasso krinkman gerssarasso Rodney K. Rogers, I Res, N. 5027 Fingers M. 5027 ringers drogers and correct
CUND MULTINGEL. (2) SHOULD BE INSTALLED ONLY WHEN CONSTRUCTION ACTIVITES ARE ON-GOING AND ONLY WHERE SUMP CONDITIONS EXIST. (3) SHOULD NOT BE USED WHEN CONSTRUCTION IS COMPLETE AND SHOULD NOT BE USED IN AREAS WHERE FLOODING COULD ENCROACH INTO THE TRAVEL LANES.		Rodr Rodr Rot Rot
h) SOIL TRACKING PREVENTION DEVICE PURPOSE: TEMPORARY STRUCTURES TO ASSIST WITH THE REMOVAL OF SOIL MATERIAL CAPTURED ON VEHICLE TIRES BEFORE THE VEHICLES ENTER THE ROADWAY. (1) USE ONE DEVICE PER MILE WITH A MINIMUM OF TWO PER PROJECT.		
(1) USE ONE DEVICE FOR MILE WITH A MINIMON OF TWO FEW FRODELL. (2) USE ADDITIONAL DEVICES FOR CONSTRUCTION AREAS THAT ARE NOT ADJACENT TO THE ROAD RIGHT-OF-WAY AND NO ACCESS IS PROVIDED THROUGH A SOIL TRACKING PREVENTION DEVICE. (3) RRR PROJECTS SHOULD BE HANDLED ON A CASE BY CASE BASIS.		
 4) CHEMICAL TREATMENTS FOR EROSION AND SEDIMENT CONTROL: o) CHEMICAL TREATMENT- POLYACRYLAMIDES (PAM AND PAM BLENDS) 		LLC Bus. #4074
PURPOSE: REDUCE SOLL EROSION THROUGH SOLL BINDING, USED AS A WATER TREATMENT ADDITIVE TO REMOVE SUSPENDED SOLIDS FROM RUNOFF, PROVIDES APPROPRIATE MEDIUM FOR GROWTH OF VEGETATION FOR STABILIZATION AND INCREASES INFILTRATION BY INCREASING SIZE OF SOLL PARTICLE. (1) CAN BE USED IN DISTURBED SOLLS, CAN BE USED IN CONJUNCTION WITH OTHER BMP'S TO ENHANCE PERFORMANCE. CAN BE APPLIED IN DISSOLVED FORM WITH WATER, CAN BE USED AS A DRY		LL Bus. #
PÓMOER, CAN BE USED IN GRANULAR FORM OR MAY BE USED IN THE FORM OF FLOC LOGS. (2) HIGHER CONCENTRATIONS OF PAM'S DON'T INCREASE THE EFFECTIVENESS OF THE PRODUCT. (3) ACTIVELY WORKED AREAS WILL REQUIRE REAPPLICATION TO REMAIN EFFECTIVE.		Lic.
 (4) PAM SHOULD NOT BE USED WHERE THERE IS A POTENTIAL FOR EQUIPMENT CLOGGING OR TOXICITY IS A CONCERN. b) CHEMICAL TREATMENT - ALUM: 		
PUPPOSE: REMOVE SUSPENDED SOLDS AND POLLITANTS BY ENMESHMENT AND ABSORPTION INTO ALUM. COLLECT FLOCS OF SUSPENDED SEDIMENTS IN RUNOFF AND STORE THEM IN SEDIMENT BASINS OR STORMWATEM MANAGEMENT FACILITES.		622-9214
(1) ALUM IS INJECTED INTO THE FLOW STREAM CONTAINING TURBLO WATER. INJECTION IS CONTROLLED BY VARIABLE SPEED CHEMICAL PUMP TO FEED ALUM AT MULTIPLE TREATMENT POINTS. ALUM TREATMENT IS EFFECTIVE IN TREATMENT OF RUNOFF THAT CONTAINS LIMEROCK FROM UNPAVED SURFACES. (2) ALUM TREATMENT REQUIRES CLOSE MONITORING OF DOSAGE. COMBINISTION WITH OTHER COMPOUNDS MAY WOLATE TOXICITY REQUIREMENTS AND THE USE OF ALUM MAY LOWER PH LEVELS.		RI 18
5) DEWATERING OPERATIONS (OPTIONAL - BASED ON PROJECT APPLICABILITY): DESCRIPTION: DEWATERING OPERATIONS ARE PRACTICES THAT MANAGE THE DISCHARGE OF TURBID WATER WHEN WATERS OTHER THAN STORMWATER AND ACCUMULATED SURFACE WATERS MUST BE		NEER Surveying 71 • Ph. (352)
REMOVED FROM A LOCATION SO THAT CONSTRUCTION WORK MAY BE ACCOMPLISHED. THESE WATERS CAN INCLUDE GROUNDWATER, WATER FROM COFFERDAMS, WATER DIVERSIONS AND WATERS USED DURING CONSTRUCTION THAT MUST BE REMOVED FROM A WORK AREA. (a) ENVIRONMENTAL AGENCIES ARE ESPECIALLY CONCERNED WITH THE PROTECTION OF WETLANDS FROM DRAWDOWN EFFECTS, PROTECTING RECEIVING BODIES FROM SEDIMENTATION AND POSSIBLE		VE VE
CAPACITY LIMITATIONS. (b) THREE PRIMARY METHODS OF DEWATERING COMMONLY USED IN FLORIDA ARE RIM-DITCHING, SOCK/PIPE/HORIZONTAL WELLS AND WELL-POINT SYSTEMS. (c) METHODS FOR CONTINNING SEDIMENTATION CAN INCLUDE A COMBINATION OF BMP AND SEDIMENT TRAPS, SEDIMENT BASINS, GRAVITY BAG FILTERS, WEIR TANKS, DEWATERING TANKS, SAND		JIN <i>id</i> S: 34471
MÉDIA/PRESSURIZED BAGS AND CHEMICAL TREATMENTS. 6) COASTAL OPERATIONS (OPTIONAL - BASED UPON PROJECT LOCATION);		ENGINEI & Land Surve) ala, Florida 3471 • Ph. (
DESCRIPTION: CONSTRUCTION SITES IN COASTAL AREAS PRESENT UNIQUE CHALLENCES DUE TO HIGHER WIND SPEEDS, SALINE LADEN AIR MOISTURE AND WAVE ACTION THAT REQUIRE USING APPROPRIATE EROSION CONTROL TECHNIQUES THAT CAN WITHSTAND THESE ELEMENTS.		i ENC ng & Lan ^{Ocala, Florida}
 (a) PARTICULAR CONCERNS DURING THE DEVELOPMENT OF EROSION CONTROL PLANS IN COASTAL OPERATIONS CAN INCLUDE THE RESITANCE OF EROSION CONTROL MATERIALS TO SALT WATER, HIGH WATER TABLES, SOIL COMPACTION AND STE DEVELOPMENT DUE TO THE TPICAL SANDY SOILS LOCATED IN THESE AREAS AND SOIL STABILISING VECETATION MUST BE SALT TOLERANT. (b) HIGH ENERGY ENVIRONMENT SHOULD BE CONSIDERED WHEN SELECTING CONTROL DEVECES. FREQUENT MAINTENANCE IS NORMALLY REQUIRED FOR EROSION CONTROL DEVICES AND TIDAL FLUCTUATIONS MUST BE SALT WHEN SELECTING THE BERSION CONTROL. 		ng Ocal
(c) TEMPORARY CONTROL TECHNOLOGIES FOR THE COASTAL ENVIRONMENT COULD INCLUDE THE USE OF COMPOST/WOOD MULCHING, HYDRAULC MULCHING, SOIL BINDERS AND TEMPORARY HYDROSEEDING. (c) PERMANENT CONTROLS COULD INCLUDE THE USE OF POLYMER-ENNANCED ARMORING, PRESERVING EXISTING VEGETATION WHEN POSSIBLE, ESTABLISHING PERMANENT SALT-TOLERANT VEGETATION, CONSTRUCTION SITE BARRERS (SHEET PILES/CONCRETE WALLS/EARTHERE BERNS), NATURAL/SYNTHEDIC GEOTENLES, MATS, OR GEOGRIDS.		ERS gineering vvenue • 0
L OTHER CONTROLS.		ERS B gineering
 WASTE DISPOSAL: (a) THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. (b) ALL FERTILIZER AND CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER. 		
 (c) NO SOLID MATERIALS, INCLUDING BUILDING AND CONSTRUCTION MATERIALS, SHALL BE DISCHARGED TO WETLANDS OR BURIED ON-SITE. (d) ALL SANITARY WASTE WILL BE COLLECTED FROM PORTABLE UNITS BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS. 		RO Civil I 1105 s.E.
 OFF-SITE VEHICLE TRACKING - WILL BE CONTROLLED BY THE FOLLOWING METHODS: (o) LOADED HAUL TRUCKS ARE TO BE COVERED BY A TARPAULIN AT ALL TIMES. 		
(b) EXCESS DIRT ON ROAD WILL BE REMOVED DAILY. 3) STATE AND LOCAL REGULATIONS: PERMITS WILL BE REQUIRED FROM THE FOLLOWING AGENCIES:		
ITY OF APOPKA SJRWAD FOOT		
		2
THE CONTRACTOR WILL PROVIDE THE ENGINEER WITH AN EROSION CONTROL PLAN THAT WILL INCLUDE SPILL CONTAINMENT, REPORTING, AND RESPONSES. THE PLAN SHALL SPECIFY WHAT MANAGEMENT PRACTICES AND CONTAINMENT METHODS WILL BE USED TO PREVENT POTENTIAL POLITARIS (FUEL LUBRICANTS, HERBIODES, ETC.) FROM SPILLING ONTO THE SOLL OR INTO THE SURFACE WATERS, IF A SPILL DOES OCCUR, OR IF CONTAINMATED SOLL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE DISTRICT CONTAINMATION MEACT CORORDNATOR.		PLAN n Plan
/		ntio
HE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF ALL EROSION AND SEDIMENT CONTROL DEVICES AND REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES WHEN NOTICE OF DRINNATION IS MAILED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF SEDIMENT BUILDUP THROUGH THE LIFE OF THE INSTALLED EROSION AND SEDIMENT CONTROL EVICES.		ENT SI ONE PKA, FL
(1) ALL CONTROL MEASURES WILL BE MAINTAINED DAILY BY THE CONTRACTOR AND ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED IMMEDIATELY. (2) SODDING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.		DPM FOR APO APO
 (3) SYNTHETIC BALES SHALL BE MAINTAINED TO ENSURE THEIR USEFULNESS AND NOT BLOCK OR IMPEDE STORMWATER FLOW OR DRAINAGE. (4) STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOCGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE. 		DEVELOPMI FOR AUTOZ city of APOI <i>er Pollution</i>
INSPECTION (1) THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD WEEKLY RAINFALL IN ACCORDANCE WITH THE NPDES PERMIT. ALL EROSION CONTROL DEVICES		FINAL D A cır <i>mwater</i>
Wist be inspected within 24 Hours of Analyzia Levent of 0.5 Incles or greater. (2) ALL EROSION AND WATER POLLUTION ABATEMENT AND CONTROL MEASURES WILL BE INSPECTED DAILY BY CONTRACTOR'S PERSONNEL WHO ARE F.D.E.P. CERTIFIED STORMWATER MANAGEMENT INSPECTORS.	CENS	A FINAL C
(3) THE CONTRACTOR SHALL COMPLETE ALL SWPPP INSPECTION REPORT FORMS REQUIRED FOR THE NPDES PERMIT.	★ No. 82306 ★	<u> </u>
. INCLANCE AND REPORTING. (1) THE CONTRACTOR SHALL SUBMIT A WEEKLY REPORT TO THE DEPARTMENT DOCUMENTING THE DAILY INSPECTIONS AND MAINTENANCE OR REPAIRS TO THE SEDIMENT CONTROL DEVICES. THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED REPORTS AND COMPLETE ALL SWOPP INSPECTION FORMS.	3	
(2) PREPARATION OF ALL THE CONTRACTOR'S REPORTS OF INSPECTION, MAINTENANCE AND REPAIRS REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION, SHALL BE INCLUDED IN THE INDIVIDUAL COSTS OF THE EROSION CONTROL DEVCES OF THE PROJECT	THE CORIDAN STATE	JOB No.
(3) THE CONTRACTOR SHALL USE THE SWPPP CONSTRUCTION INSPECTION REPORT FORM #650-040-03, FOR DAILY INSPECTIONS.	WALLACE L. BRINKMAN III DATE	DATE
153	PROFESSIONAL ENGINEER REGISTRATION NO. 82306 STATE OF FLORIDA	COLLE SCALE AS SHOWN
		AS SHOWN SHEET C2.1





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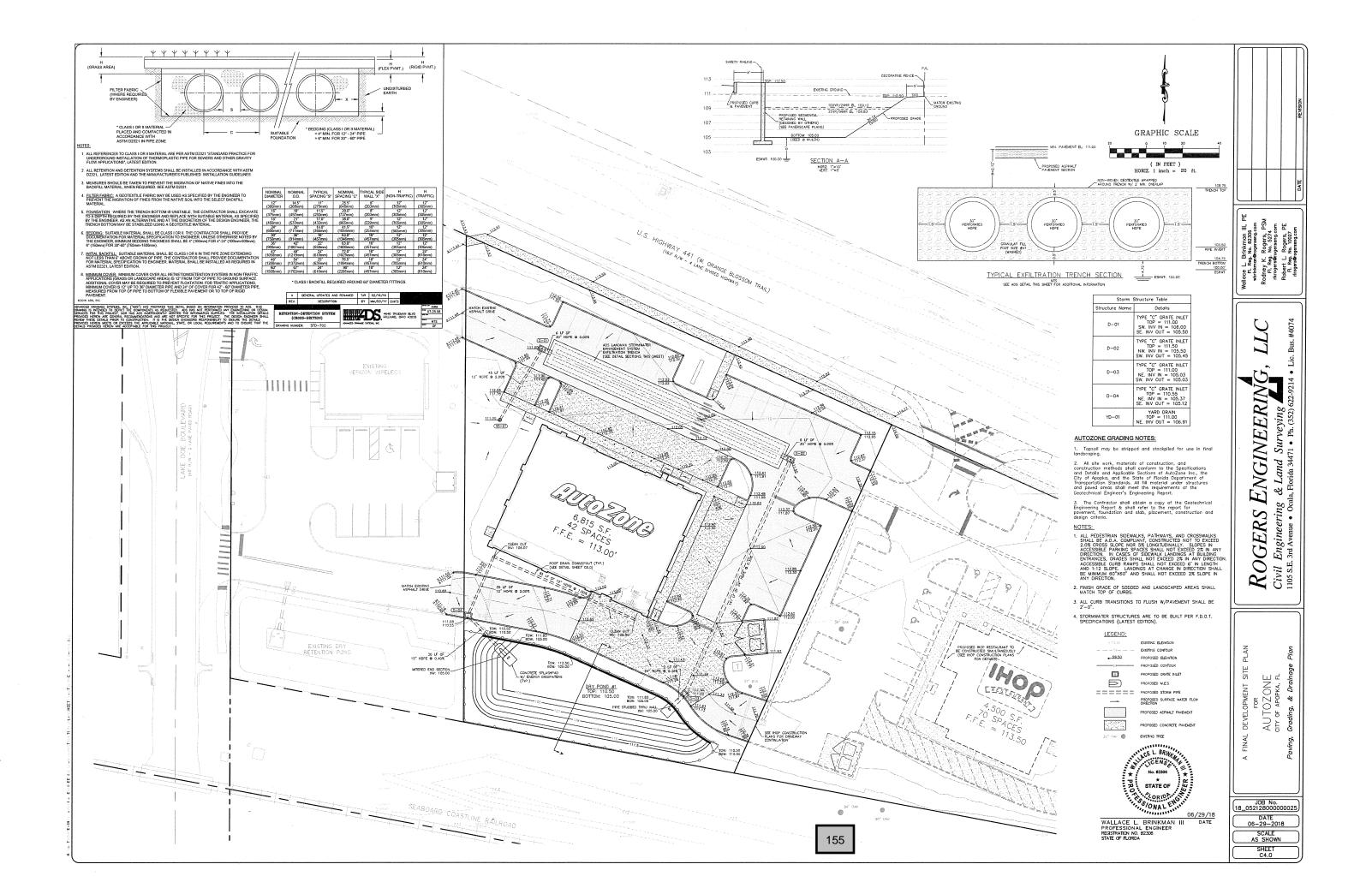
06/29/18 WALLACE L. BRINKMAN III PROFESSIONAL ENGINEER REGISTRATION NO. 82306 STATE OF FLORIDA

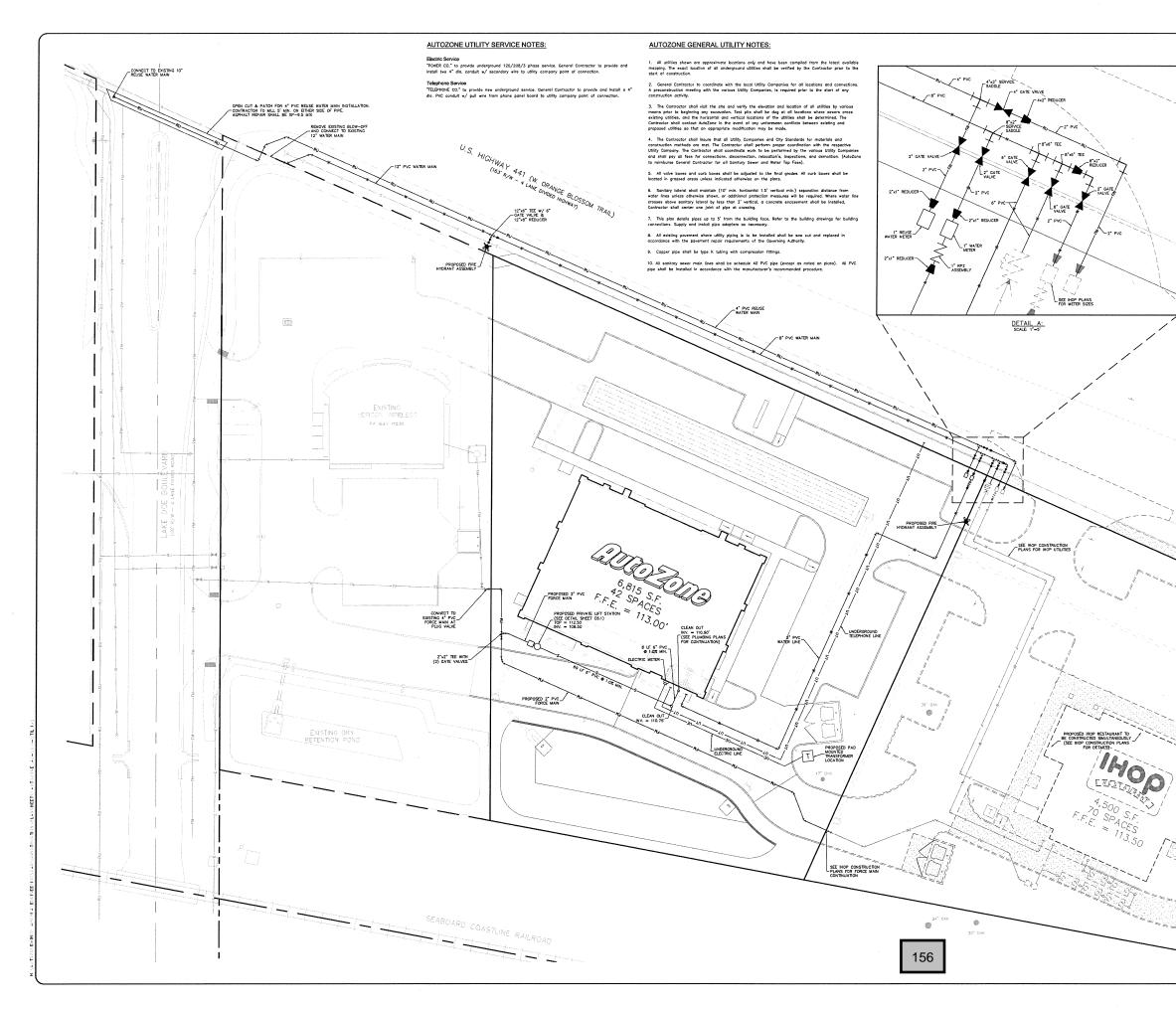
CORIDA

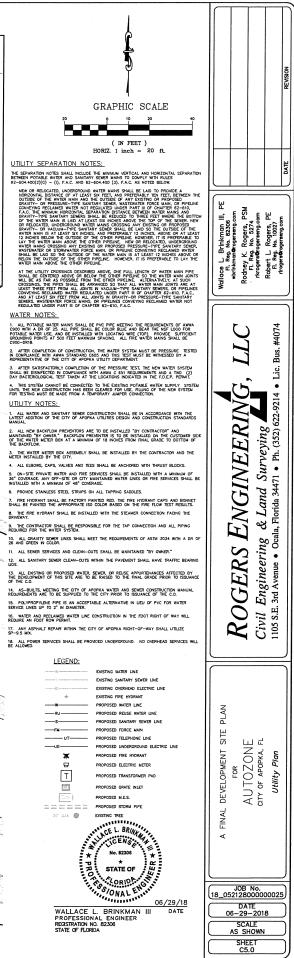
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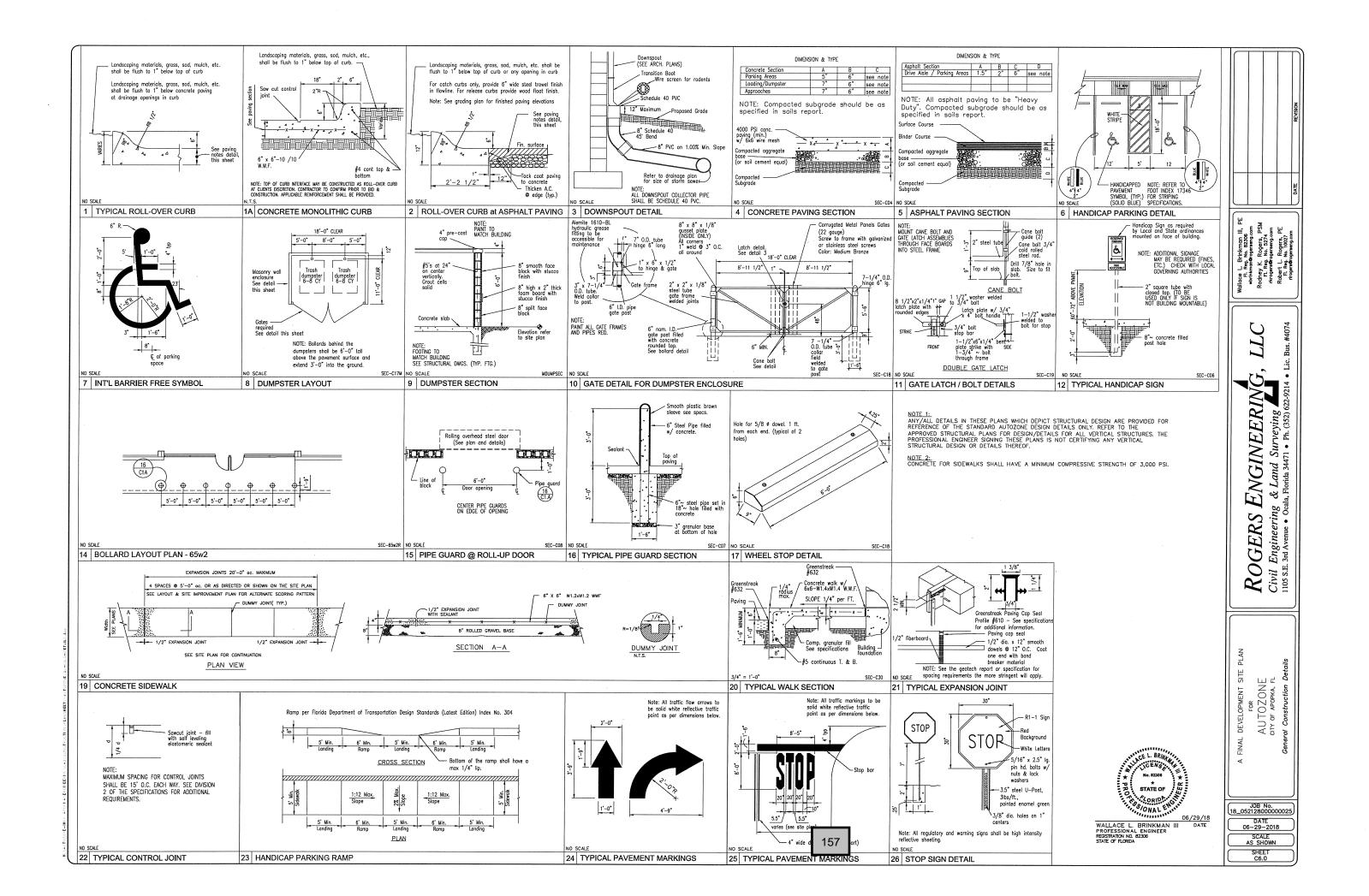
JOB No. 18_052128000000025 DATE 06-29-2018 SCALE AS SHOWN

SHEET C3.0









RILEY & Company, Inc. (ECONO - GP)

SCOPE: Supply one complete ECONO-GP Pre-Fab Lift Station, per design.

Pumps shall be capable of grinding and pumping domestic & commercial sewage. Complete system shall be supplied by:

RILEY & Company, Inc.

Sanford, FL 32773 (Ph. 407-265-9963) NO SUBSTITUTIONS - NO ALTERNATES

PUMPS: Submersible grinder pumps shall be HOMA Model GRP. The pumps shall be nstalled in the ECONO-GP FRP wetwell utilizing a dual slide rail system. The grinder unit shall be capable of macerating materials normally found in nersial sewage into a fine slurry which will pass through the pump and the Sch.80 PVC discharge piping.

Oil filled motors are not considered equal to air filled motors and therefore will not be considered an equal to the HOMA PUMPS.

Stator winding shall be open type with Class F insulation and shall be heatshrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable

A heat sensor theromstat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C, but shall automatically reset when the winding temperature returns to normal. Two heat sensor thermostats shall be used on three phase motors.

The pump motor grinder shaft shall be AISI 430F SS threaded to take the pump impeller and the grinder impeller. Upper & lower mechanical seals shall be Silicon Carbide vs Silicon

Carbide.

DUPLEX CONTROL PANEL:

Control panel shall be assembled and built by a TUV (UL508A CERTIFIED) manufacturing facility.

The Enclosure shall be NEMA 4X, Fiberglass, minimum 18" high x 16" wide x 6" deep with padlockable draw latche

The enclosure shall have external mounting feet to allow for wall mounting. All hardware shall be stainless steel.

The following components shall be mounted through the enclosure:

1- ea. Red Alarm Beacon (Light) 1- ea. Alarm Horn

1- ea. Generator Receptacle w/ weatherproof cover 1- ea. Alarm Silence Pushbutton

The backpanel shall be fabricated from .125, 5052-H32 marine allow

aluminum. All components shall be mounted by machined stainless steel SCIEWS.

The following components shall be mounted to backpanel:

2- ea. Motor Contactors 1- ea. Silence Relay

- 1- ea. Duplex Alternato
- 20- ea. Terminals For Field Connections 6- ea. Terminals For Motor Connections (Single Phase Only)
- 3- ea. Grounding Lugs 1- ea. Battery Back-Up for HL Alarm

The following components shall be included:

1- ea. Main Circuit Breaker

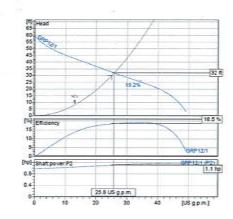
1- ea. Emergency Circuit Breaker 1- ea. Mechanical Interlock For Emergency And Main Breakers

2- ea. Short Circuit Protectors

1- ea. Control Circuit Breaker

1. ea Hand-Off-Auto Selector Switches

2- ea. Pump Run Pilot Lights



COMPONENT SPECIFICATIONS:

All circuit breakers shall be molded thermal magnetic. The mechanical interlock shall prevent the normal and emergency main breakers being energized at the same

An emergency generator receptacle shall be supplied in accordance with DEP standards. The generator receptacle shall be adequately sized to meet the equipment operating

All motor short circuit protection devices must provide for undervoltage release and class 10 overload protection on all three phases. Visable trip indication, test, and reset capability must be provided without opening inner door. Open frame, across the line, contactors shall be rated per IEC standards and property sized per the motor requirements. Contactors shall provide for safe touch power and control terminals

Lightning Arrestor shall meet or exceed the requirements of ANSWEEE Std. C62.21-1984 section 8.6.1. and 8.7.3 shall be supplied by electrician and mounted on the bottom side of the connect ahead of the pump control panel. switch dis A green pilot light shall be supplied for each motor. The pilot light shall illuminate each time the motor is called to run. A Red pilot light shall be supplied for control power. The pilot light shall illuminate when the control power is available inside the control panel.

Relays shall be ice-cube plug in type. Relay contacts shall be rated 10 amp minimum, DPDT. Twenty (20) terminals shall be supplied for field connections.

The terminals shall be rated 25 amps minimum. Each motors over-temperature contact shall be connected to

the terminal strip and shall open a contact to de-energize the appropriate motor upon a high temperature within the motor. Ground lugs shall be supplied and appropriately sized for each motor and for service entrance.

MISCELLANEOUS:

The control panel shall be assembled by a TUV (UL508A Certified) manufacturing facility.

PUMP DATA	ELEVATIONS		
PRIMARY PUMP CAPACITY	26 GPM	PM TOP OF WETWELL	
PRIMARY TDH	32 'TDH	INLET INVERT	108.50
PUMP MANUFACTURER	HOMA	HIGH LEVEL ALARM	108.00
PUMP MODEL #	GRP12/1	2nd PUMP ON	107.50
R.P.M.	3450	1st PUMP ON	107.00
HORSEPOWER	1.2	PUMPS OFF	106.50
ELECTRICAL/ VOLTS / PHASE	230/1	BOTTOM OF WETWELL	105.50
PUMP DISCHARGE SIZE	1.25"	WETWELL DIAMETER	36"
IMPELLER DIAMETER	4.41"		

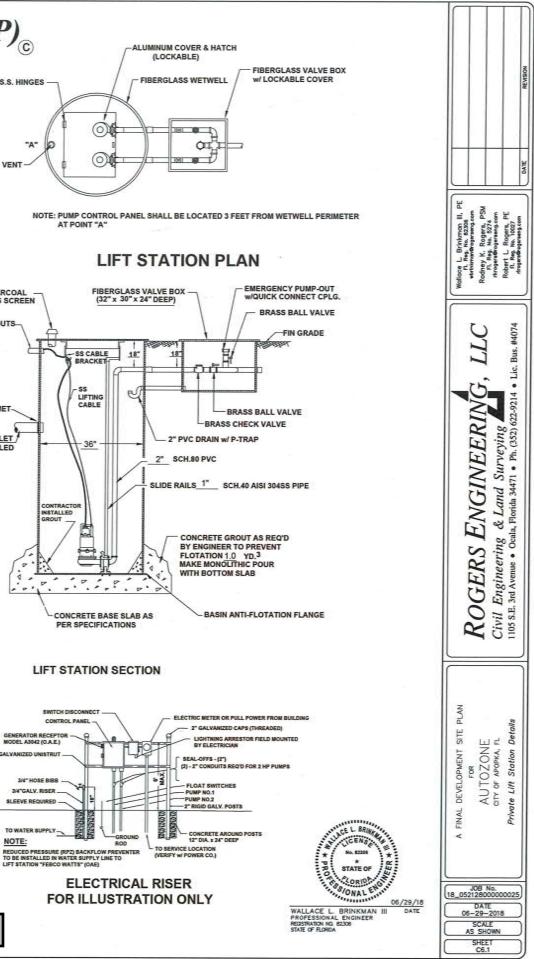
FASTNERS & APPURTANCES: All fasternes, lifting cables, float cable bracket, hinges, and appurtances shall be made of AISI 304SS.

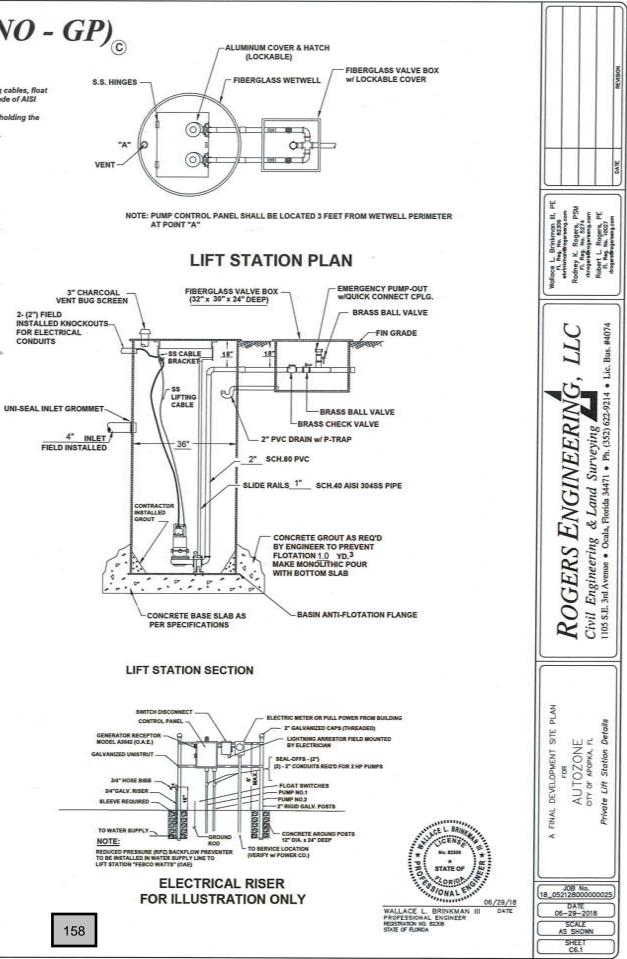
A 304SS slide/latch assembly shall be provided tor holding the doors open on the wetwell and valve box. Slide rails shall be made of SCH.40 AISI 304SS pipe. Pump lifting cables shall be made of AISI 304 SS. Pump lifting bales shall be made of AISI 304 SS.

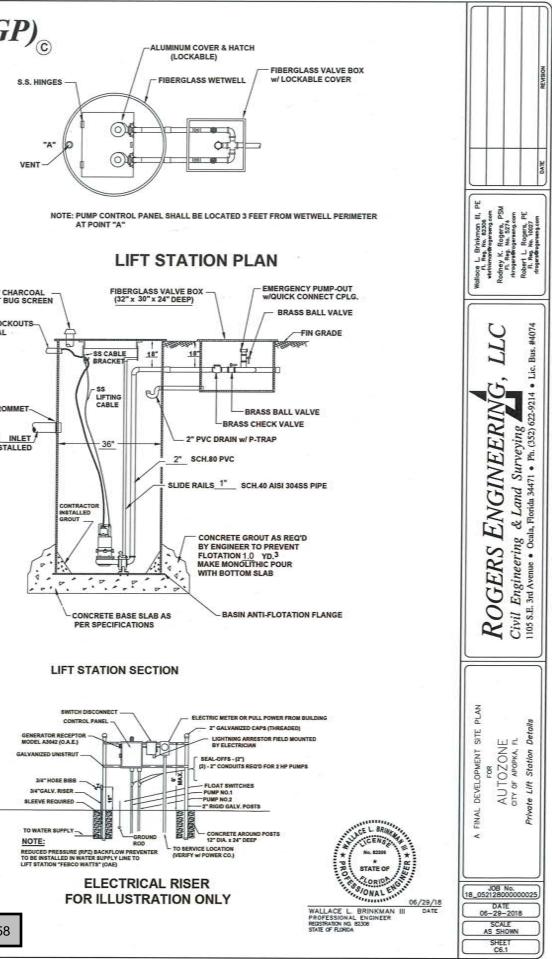
EXECUTION

Installation shall be in strict accordance with the manufacturer's recomme shown on the drawing. lations in the locations

INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system. Megger the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor/cable is intact. The pump controls and pumps shall be checked for nical reliability and proper operation.







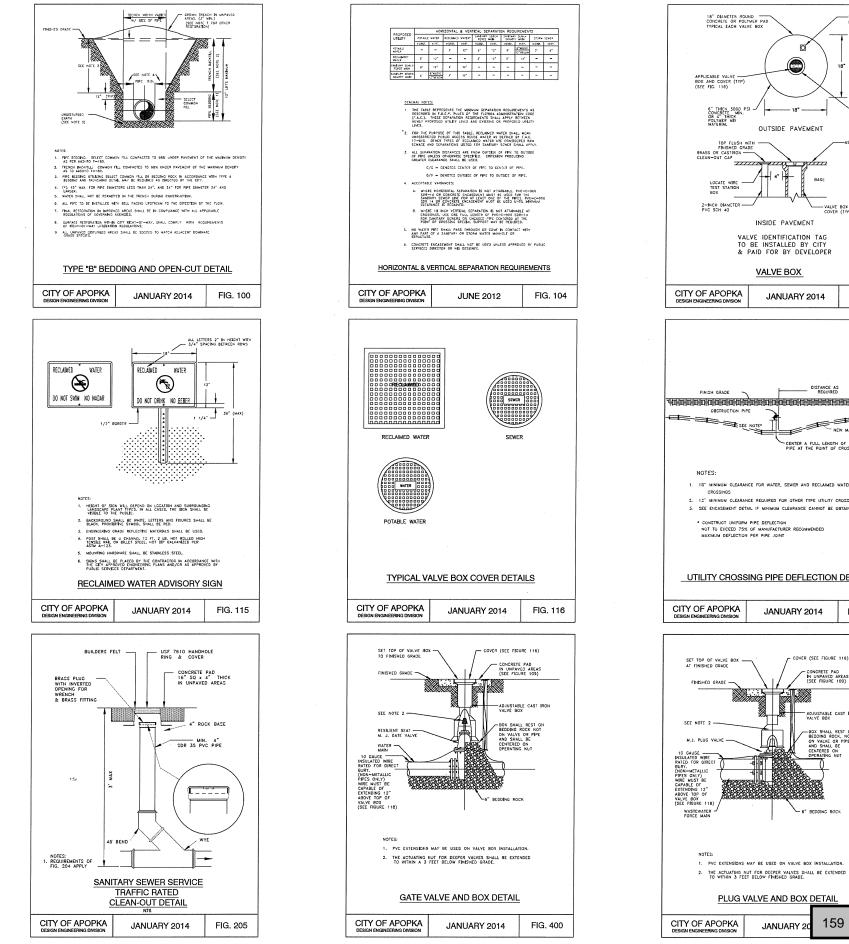
* ELECTRICIAN NOTES:

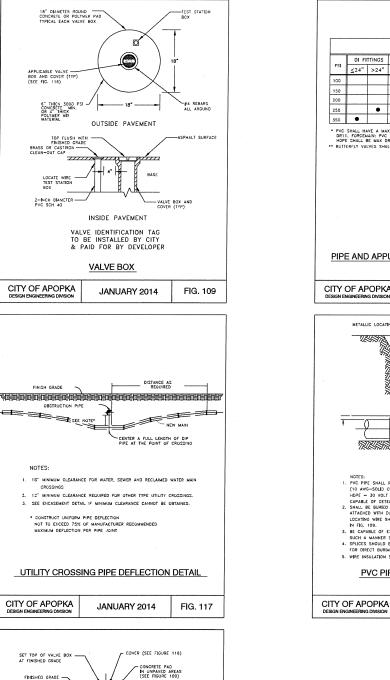
1. DRAWING NOT TO SCALE

* 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES

- * 3. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
- * 4. ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
- * 5. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT

RILEY & CO. / ECONO - GP 06-11-18





ADJUSTABLE CAST IRON VALVE BOX

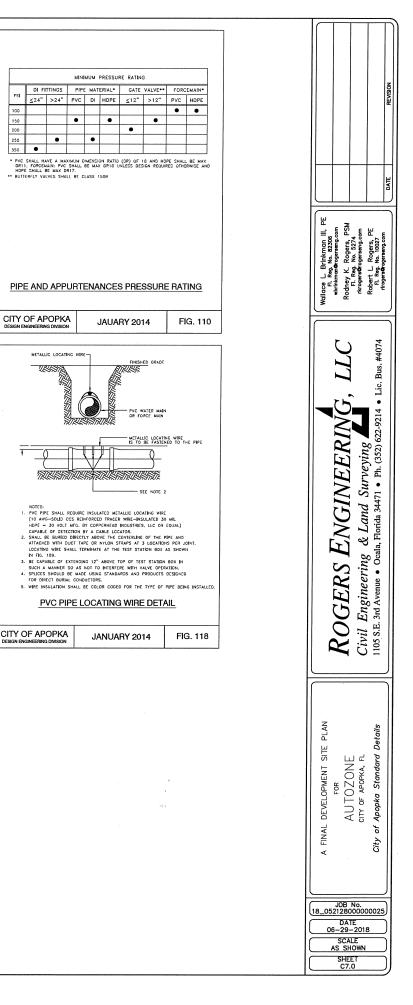
- BOX SHALL REST ON BEDDING ROCK, NOT ON VALVE OR PIPE AND SHALL BE CENTERED ON OPERATING NUT

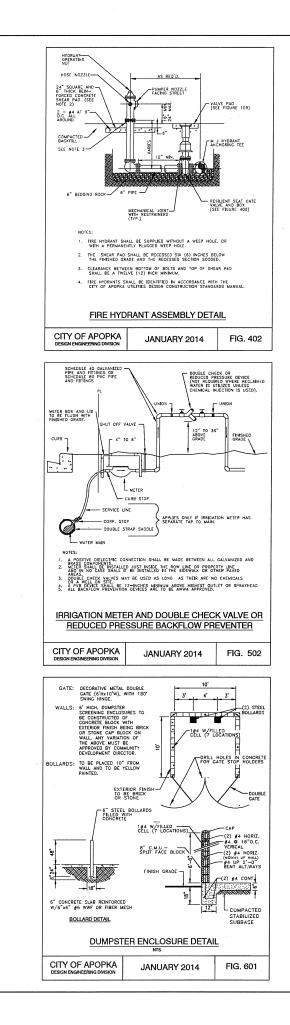
- 6" BEDDING ROCK

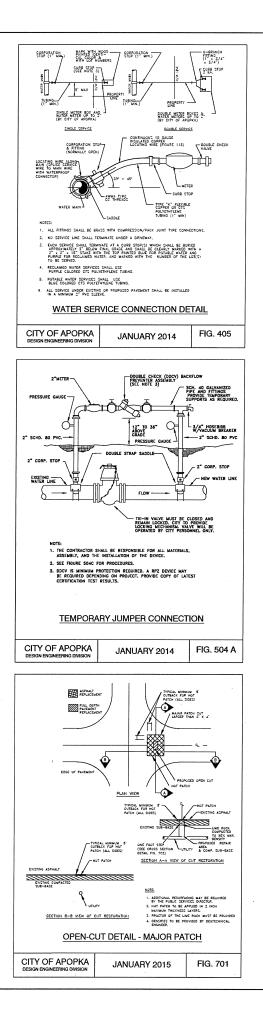
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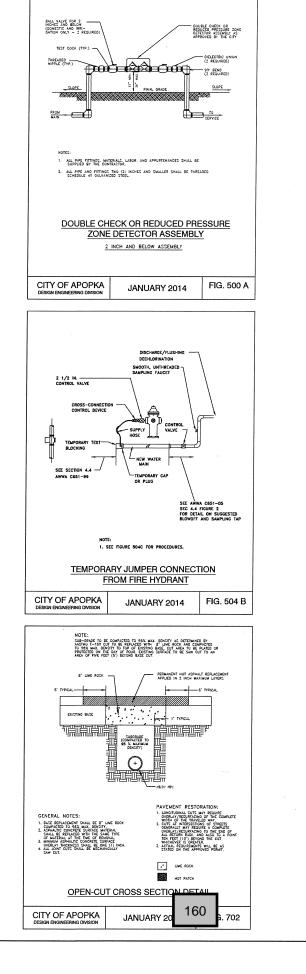
. 400 A

JANUARY 2



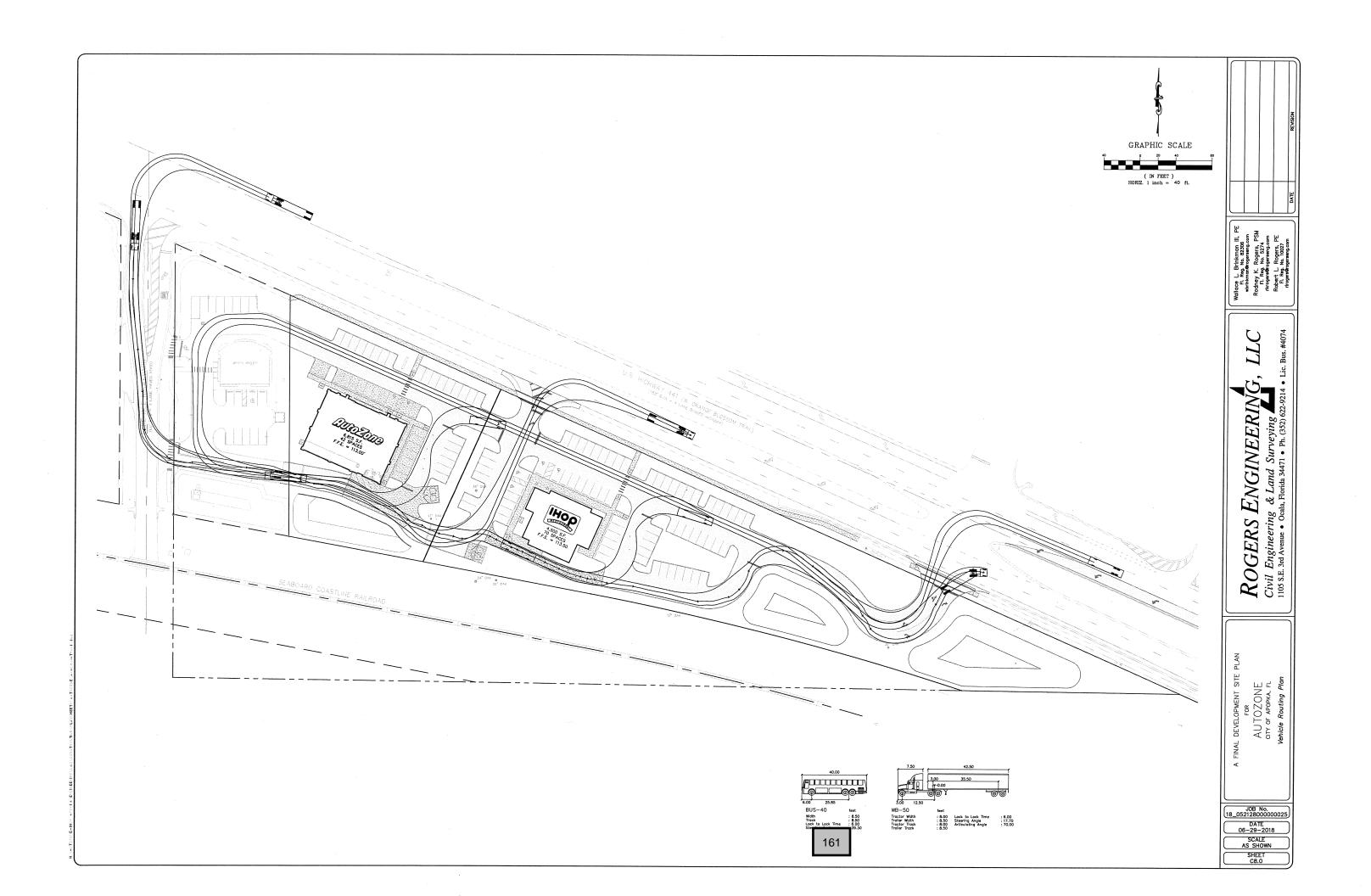


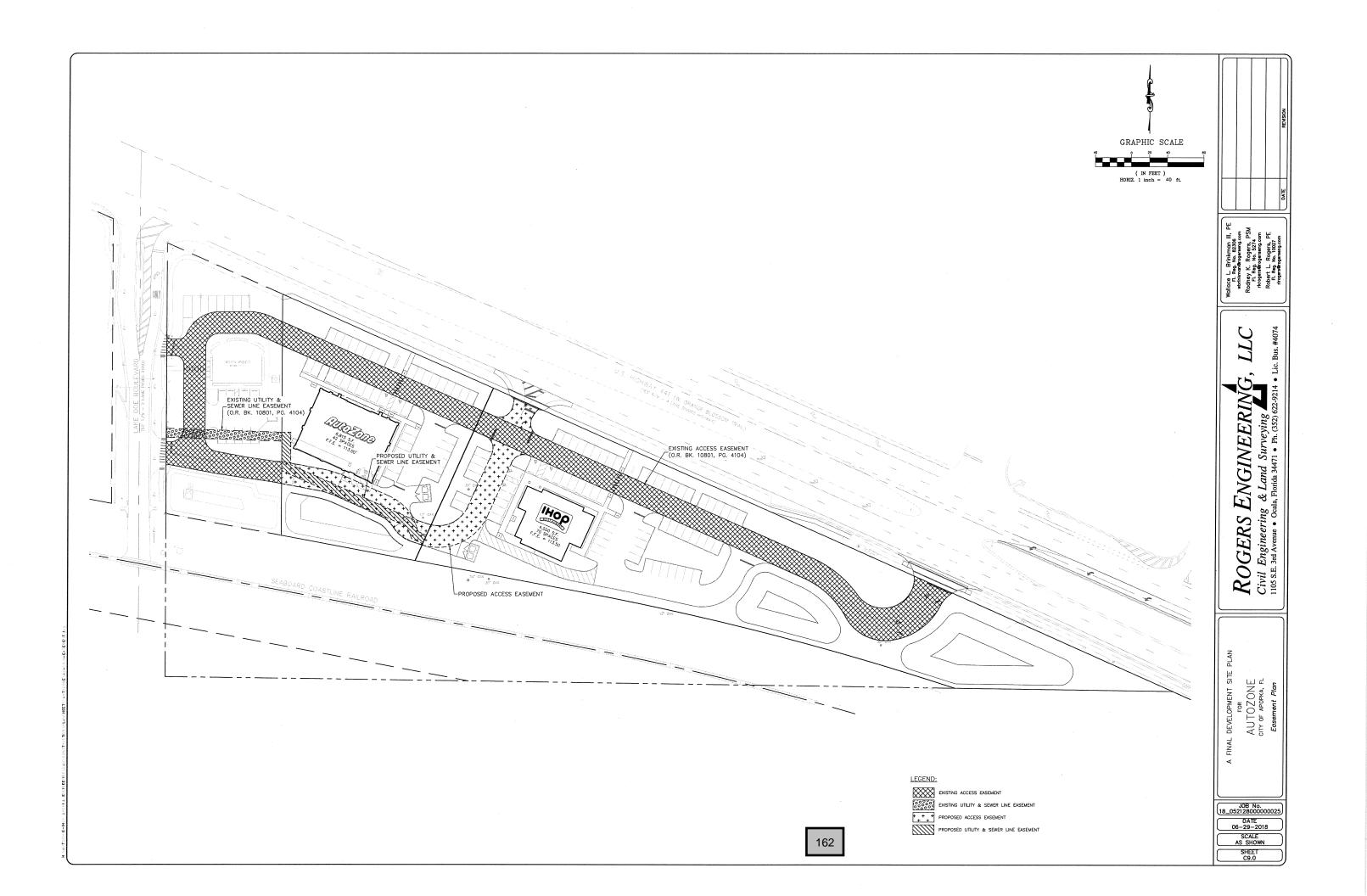


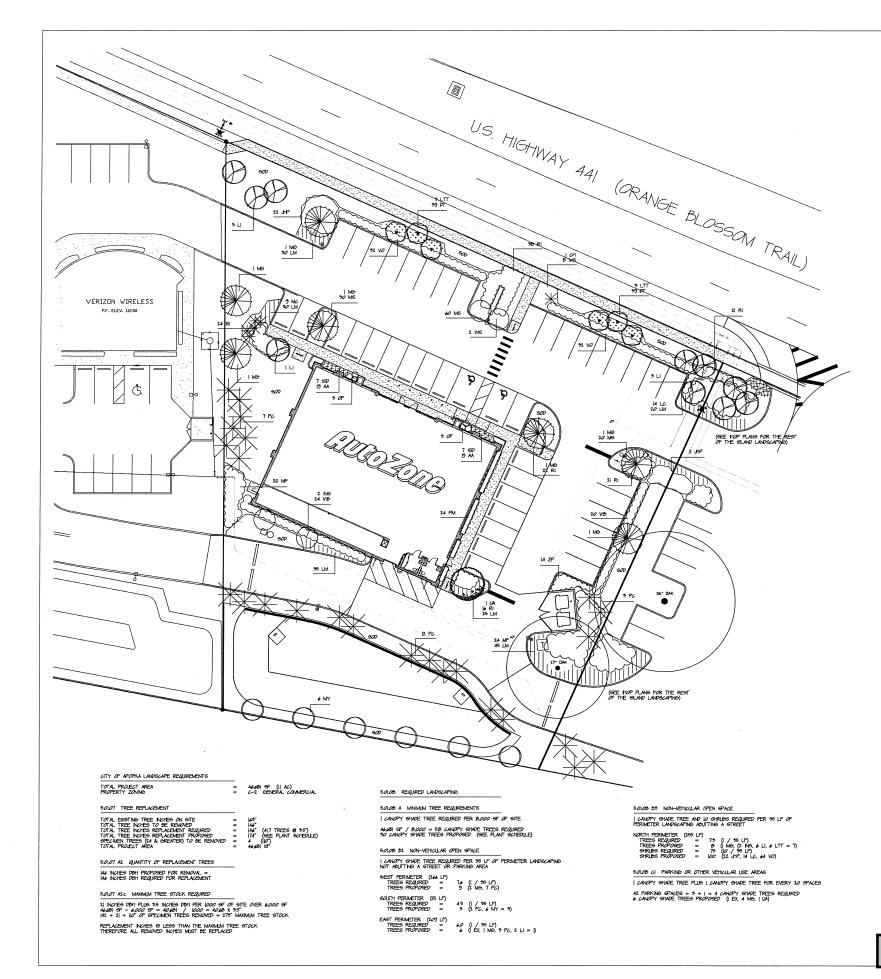


Figures 504 A and 304 B existing active eater mail (2.5) FFS melonium velocities and standards and active the standard may be a standard and active provide and active the standard provide and the standard active required, after an install these and the standard of the standard o the standard of the standards of the standard of the standard of the standards of the standard of the standard of the standard of the standards of the standard of the standard of the standard of the standards of the standard of th Flucting of 10 inches in valve under very controls
 A. The fie-in valves shall to verify water fightness with a new valve insta With a new valve insta
 B. The temporary jumper a connection shall be us teriological compling at
 Flushing shall not be a · All downstream volves Provide for and manita main must not drop be The tie-in value shall b value is greater than to
 C. The tie-in value shall b
 D. The tie-in value shall be shall be directed by the E. After flushing, the tie the City personel. The contractor shall provide prevention device has been Except as required to flush shall remain closed and st tie-in valve shall remain to FDEP and all other perines Upon receipt of alegrance f contractor shall remove the closed and plugged with 2 7. All installation and maintene backflaw prevention device.

BOURLE SHEER OF REDUCTO PASSAN REDUCTOR ACCELOR APPRIVED BY THE TEST COCK (TPR.) FLANESCO (2 FGS) 50 FGC0 (2 FGS) 50 FGC0 (2 FGS) 50 FGC0 50 FGC0 (2 FGS) 50 FGC0 50 F	A BEODER	() () () () () () () () () ()				REVISION
BALL VALVE (2 REQUIRED)		1'0" MIN 5'0" MIN				DATE
CONCRETE SLAS		200 WN 57 85 12 THREADSD TH		Wallace L. Brinkman III, PE Fi. Reg. No. 82306 Prikman@ogerseng.com Rodnev K. Roners PSM	FI. Reg. No. 5274 rkrogersefrogerseng.com Robert L. Rogers, PE FI. Reg. No. 10027	rlrogers@rogerseng.com
CITY OF APOPKA DESIGN ENGINEERING DIVISION	JANUARY 2014	FIG. 500 B				
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			127	Carlo Control	TE -2018 ALE HOWN	





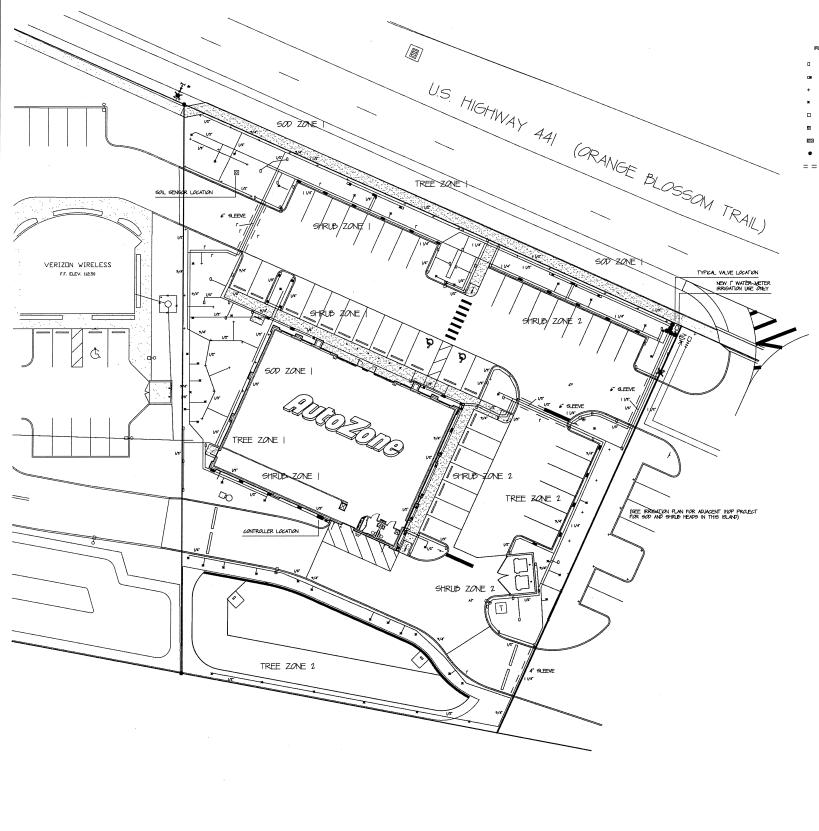


SHUDE & ORNAMENTAL TREES LEX X NELLE STEVENS LACENSTRADMA NDCA TUSCARORA LEUSTRUM JAPONCA TREE-TYPE MAGNALIA GRADFILORA DOPLANCIA MIRICA CERFIRA PINJS CLAUSA LIMUS ALATA NS LIT & XY VS NELLE STEVENS HALLY CRAPE MYRTLE PRIVET TREE SAUTHERN MASNALIA WAX MYRTLE SAND PINE WINGED ELM SRIDS 143494 ₽₿₿₽₽₽₽₽₽₽₽₽₽ CHANERGES HUMILIS LEX VONITORIA STORES UNIPERIS CHINENSIS HU LOROPETALIM CHINENSIS MITLENDERGIA CAPILLARI MYRCIANTITES FRANCENS OSNANITILIS FRANCENS PODICARDIS INACOMMUNI RAPHICA PIPIS INVICA ELROPEAN FAN PALM STARES DWARF HALLY HUMPREY'S PROE JUNF LAROPEALM MHLY GRAGS SIMPSONS STOPPER TEA QUME FLARDA YEW INDIN HAWTHARN WALTER'S VIELRIM WALTER'S VIELRIM SWIFT VIELRIM 6242444 GRANDGA PLLE NLE IRIS FLAX LILY DORDER GRAGS SUNSHINE MINOSA 56 AA AGAPATHUS AFRICANS 78 DT DIANELLA TASWANICA 210 LM LIRIOPE MUSCARI DIG BLLE 125 MS MINOSA STRIGILLOSA 4800 4000 SF - ST AUGUSTINE 'PALMETTO' SOD SF - ARGENTINE-DAHIA SOD LANDSCAPE NOTES . ALL MATERIAL SHALL DE FLORIDA # GRADE OR DETTER

LANDSCAPE MATERIAL LIST

- 2. ALL LANDSCAPED AREAS SHALL BE MULCHED WITH " 4" OF PIL
- 3. MULCH SHALL NOT BE INSTALLED ON TOP OF THE ROOT DALLS
- 4. ALL MATERIAL INSTALLED SHALL MEET THE 2015 GRADES AND ST.
- 5. CERTIFICATION IS REQUIRED FROM THE NURSERY MO/OR THE LAU THAT THE TREE ROOT DALL HAS DEEN SHAVED PER GRADES
- 4. ALL TREES MUST BE INSPECTED AND APPROVED BY THE LANDSO
- 7. ALL NEW TREES MUST DE GUMED OR STAKED AS DETALED 8. EXISTING TREES THAT ARE TO REMAIN MUST BE PROTECTED THR
- THE LANDSCAPE ARCHITECT SHALL REVIEW WITH THE CONTRACTO IS TO BE DONE AND SHALL DENTIFY THE SCOPE OF WORK
- 10. PLACEMENT OF ALL LANDSCAPE MATERIAL MUST BE APPROVED BY
- IL ALL LANDSCAPE MATERIAL MUST BE INSTALLED WITH NATIVE PEAT
- 12. ALL MATERIAL SHALL DE GUARANTEED FOR 90 DAYS FROM THE D
- 13. LANDSCAPE CONTRACTOR SHALL DE RESPONSIBLE FOR WATERING
- 14. DURING THE ESTABLISHMENT PERIOD (FIRST 30 DAYS) THE LANDS; A MINIMUM OF 60 80 GPD TO ALL NEW TREES AS DRECT
- 5. LANDSCAPE CONTRACTOR MUST LOCATE ALL UNDERGROUND UTILITY
- ALL MATERIAL SHALL BE GUARANTEED FOR 50 DAYS FROM THE D
- NO PLANTINGS OR OTHER ODSTRUCTIONS MAY BE WITHIN THE 2' 17. 18. SOD SHALL DE INSTALLED IN ALL DISTURDED AREAS OUTSIDE OF
- SOD AROUND THE BUILDING AND PARKING ISLANDS SHULL BE ST
- 20. SOD ALONG THE ROW AND THE DRA SHALL DE ARGENTINE-DAHLA
- 21. ALL GOD SHALL DE INSTALLED WITH NO GAPS OR OVERLAPS AND 22. SOODING INSIDE THE DRA SHALL BE SHOWN ON THE CALL PLANS
- 23. PLANTING SOL USED FOR THE DULDING PLANTERS AND DAXKPILLIN NUST DE REVIEWED AND APROADED BY THE UNDERAFE ARCHIN ALL SOL SHULL DE WEED-FREE CONTINN NO STOKS, ROADS, SHULL DE A MATTRE OF 40% SAND, 50% LOAM, AND 10% TOP-
- 24. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE PROPER ROOTS, SOL, AND OTHER LANDSCAPE ITEMS REMOVED FROM 1 25. THE LANDSCAPE CONTRACTOR MUST PROVIDE AN AS-BULT OF THE ARCHITECT PRIOR TO REQUESTING ANY INSPECTIONS AND/OR A
- 26. THE CONTRACTOR SHALL KEEP THE SITE CLEAN OF ALL DEBRIS, THAT DRAINAGE SYSTEM REMAINS CLEAR AND THAT PEDESTRIA
- 27. DO NOT PLANT NEW TREES TOO DEEP, UNCOVER THE TRUNK FLAR AT OR ABOVE THE SURROLANDING SOIL LEVEL
- 25. REWOVE ANY TREE WRAP FROM AROUND THE TRUNK OF NEW TRE
- 29. ALL NEW TREES AND SHRUDS MUST MEET THE 'AMERICAN STANDA
- LANDSCAPE ARCHITECT MAY REQUIRE PRUNING OF NEW TREES AFT THAT THE TREES NEED A SINGLE DOMINANT LEADER ESTABLE
- 31. ALL PLANT MATERIAL MUST MEET ALL OF THE SIZE SPECIFICATION 92. HAVING THE LANDSCAPE ARCHITECT APPROVAL OF PLANT PLACMEN
- AL SIZE SPECIFICATIONS SHOWN ON THE MATERIAL LIST ARE FOR OTHERWISE NOTED. MEASUREMENT SHALL BE AS PER THE CUL
- 34. LANDSCAPE INSTALLATION MUST BE COORDINATED WITH THE INSTAL
- 35. WORK MUST PROTECT THE EXISTING LANDSCAPE PLANTINGS ON TH %. ALL LANDSCAPE PLANTS ARE FLORIDA-FRENDLY FOR CENTRAL FLO
- 57. ALL LANDSCAPING MUST DE A MINIMUM OF 50" (25) FROM THE DUI

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			ANDSCAPE PLAN	17.0	Ĭ		
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	5 10					APC	
		A KESSELRING JR., PLA, ASLA	L				



IRRIGATION LEGEND HUNTER MP 1000 SERIES SPRAY HEADS

- HUNTER MP 1000 SERES SIDE-SPRAY POP-UP HEADS
- HUNTER MP 1000 SERES POP-LP SPRAY HEADS FOR SOD
- HUNTER POD SERIES DUDDLER HEADS FOR TREES
- i" water meter irrigation use only
- 501, SENSOR LOCATION
- HUNTER HOORE (H1200-M-PL) CONTROLLER
- 2" NELSON VALVES IN WATER-RESISTENT \$00,55 = = SLEEVING - SCH 40 P.V.C.

RRIGATION NOTES

- 2. ALL HEAD LOCATIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION
- 2. HEADS SHALL DE 1/4, 1/2, OR FILL GIRGLE AS EACH LOCATION REQUIRES

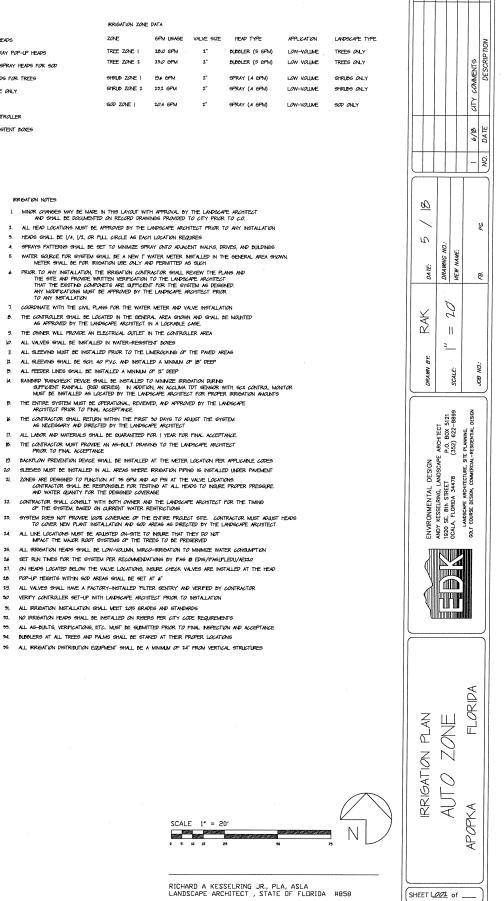
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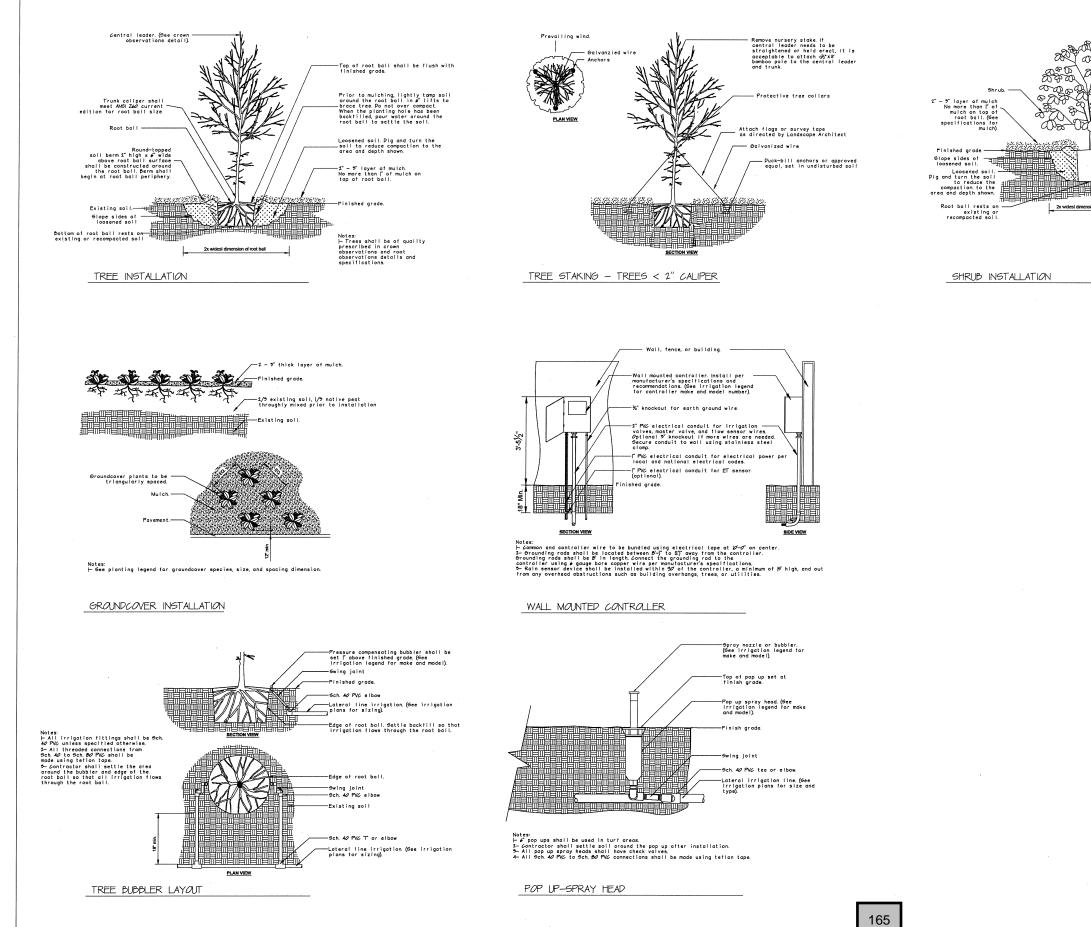
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- 7. COORDINATE WITH THE CIVL PLANS FOR THE WATER METER AND VALVE INSTALLATION
- 9. THE OWNER WILL PROVIDE AN ELECTRICAL OUTLET IN THE CONTROLLER AREA 12. ALL VALVES SHALL DE INSTALLED IN WATER-RESISTENT DOZES
- IL ALL SLEEVING MUST DE INSTALLED PRIOR TO THE LINEROCKING OF THE PAVED AREAS
- 12. ALL SLEEVING SHALL DE SCH. 40 P.V.C. AND INSTALLED A MINIMUM OF 10° DEEP D. ALL FEEDER LINES SHALL DE INSTALLED & MINMUM OF 12" DEEP
- 5. THE ENTIRE SYSTEM MUST BE OPERATIONAL, REVIEWED, AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO FINAL ACCEPTANCE
- IN THE CONTRACTOR SHULL RETURN WITHIN THE FIRST 30 DAYS TO ADJUST THE SYSTEM AS NECESSARY AND DIRECTED BY THE LANDSCAPE ARCHITECT
- 17. ALL LABOR AND MATERIALS SHULL BE GUARANTEED FOR I YEAR FOR FINAL ACCEPTANCE.
- 10. SLEEVES MUST DE INSTALLED IN ALL AREAS WHERE IRRIGATION PIPING IS INSTALLED UNDER PAVEMENT
- 22. CANTRACTOR SHALL CONSLIT WITH BOTH OWNER AND THE LANDSCAPE ARCHITECT FOR THE TIMING OF THE SYSTEM, BASED ON CURRENT WATER RESTRICTIONS
- 24. ALL LINE LOCATIONS MUST BE ADJUSTED ON-SITE TO INSURE THAT THEY DO NOT MPACT THE MAJOR ROOT SYSTEMS OF THE TREES TO BE PRESERVED
- 26 SET RUN TIMES FOR THE SYSTEM PER RECOMMENDATIONS BY FAS @ EDIS/FASUFLEDU/AE220
- 15. POP-UP HEIGHT'S WITHIN GOD AREAS SHALL DE SET AT 6"
- 3. ALL IRRIGATION INSTALLATION SHALL MEET 2015 GRADES AND STANDARDS
- 12. NO IRRIGATION HEADS SHALL BE INSTALLED ON RISERS PER CITY CODE REQUIREMENTS
- 34. BUDDLERS AT ALL TREES AND PALMS SHALL DE STAKED AT THEIR PROPER LOCATIONS
- 55. ALL IRRIGATION DISTRIBUTION EQUIPMENT SHALL BE A MINIMUM OF 24" FROM VERTICAL STRUCTURES





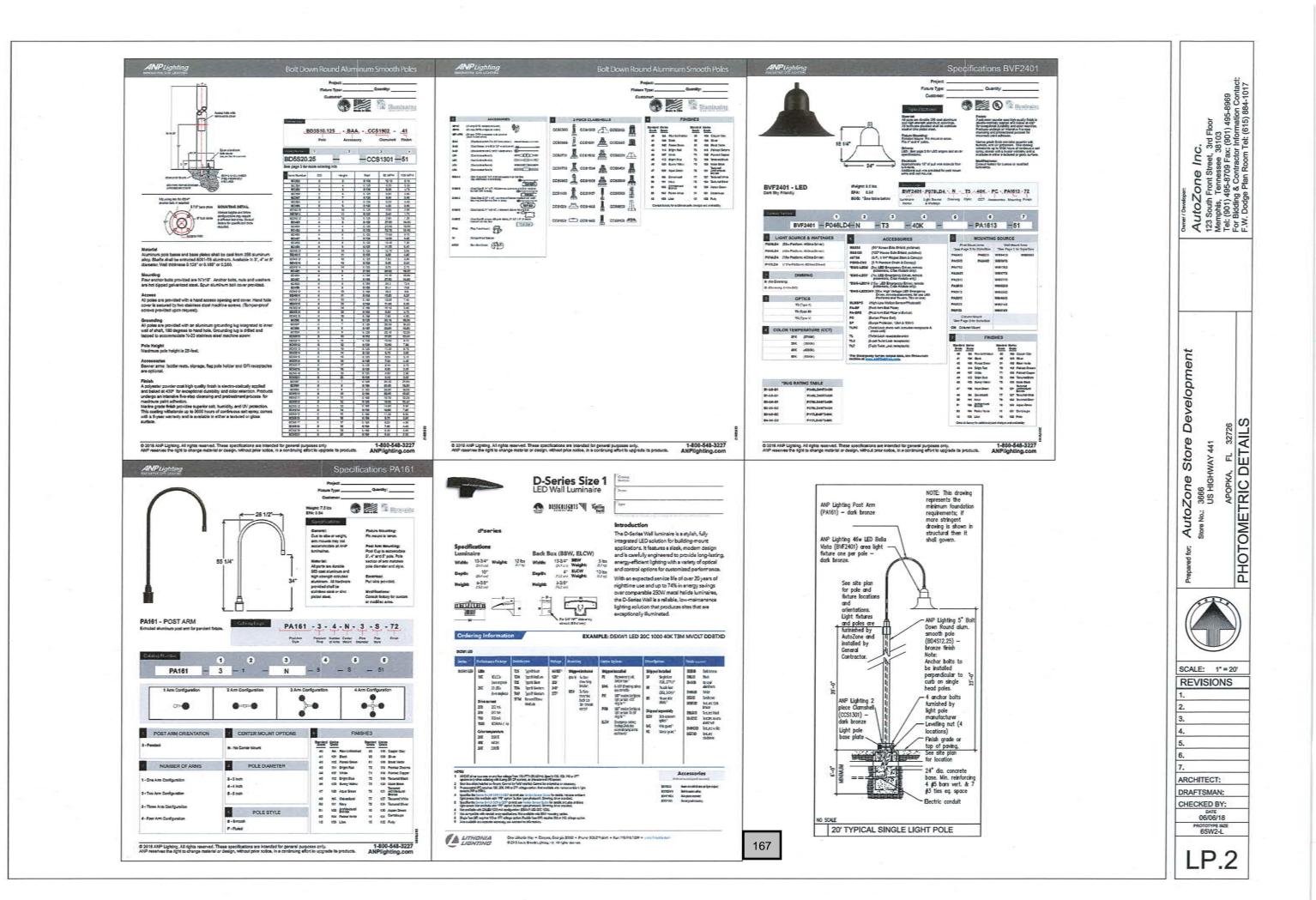
					RAK BY
	-Raotball. -2" high x & wids round - tor berm obove root ball surfac constructed around the root Derm shail begin at root ba -Prior to mulching, lightly & shrub. Po not over compact W shrub. Po not over compact W planting hole has been back walter ground the root ball ioil.				6/18 CITY COMMENTS DATE DESCRIPTION
	—Existing soll.	•			- <u>0</u>
froot ball			DATE: 5 / 18	DRAMING NO.: VIEW NAME:	FB. P.C.
			orainu by: RAK	scale: $ '' = 20'$:OB NO:
				AND RESELING LANGSCAR EACHECT 1320 SE. BH STREET 1320 SE. BH STREET 0 CAUA. FLORIDA 34478 (323) 822-8899	OUL COURSE RESIDENT AND THE PLANED
			LANDSCAPE & IRRIGATION DETAILS	AUTO ZONE	APOPKA FLORIDA

⁺0.0 ⁺0.0 ⁺0.0 ⁺0.0 ⁺0.0 ⁺0.0 ⁺0.0 ⁺0.0 ⁺0.0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 U.S. HIGHWAY ⁺0.0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 ⁺0.0 ^{*}0.0 ^{*}0.0 ^{*}0.0 ^{*}0.0 *0.0 *0.0 *****0.0 ⁺0.0 ⁺0.0 *0.0 *0.0 *0.1 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 ⁺0.0 *0.0 *0.1 *0.2 *0.3 *0.4 *0.4 *0.5 5 5.5 TO.3 TO.2 TO.1 TO.1 TO.1 TO.0 TO.0 TO.0 *****0.0 *0.1 *0.7 *1.0 *1.3 *1.5 *1.5 *1.4 *1.0 0. *0.3 *0.2 *0.1 *0.1 *0.0 *0.0 *0.0 *0.0 *0.4 *0.8 *1.3 *2.0 *2.3 \$2.7 *2.6 *2.3 *1.6 *1.1 *0.7 *0.2 *0.3 22 ×24 ×22 ×21 ×19 ×18 ×19 ×19 ×19 ×15 ×10 ×0.0 03 ×22 ×01 ×02 ×02 ×01 ×01 ×0.0 ×0.0 ×0.0 *0.4 *****0.9 VERIZON WIRELESS *0.4 *0.8 *1.1 *1.4 /*1.5 /*1.7 *1.8 *1.7 *1.7 *1.8 *2.2 *2.6 *2.5 *2.1 *4 *0.9 *0.5 *0.3 *0.3 *0.3 *0.2 *0.1 *0.4 *0.0 *0.0 *0.0 *0.0 LUMINAIRE SCHEDULE *0.3 *C *1,0 *1.2 *1,4 *1,8 *1.7 *1.7 *1.9 *2.2 *2.7 *3.04 *2.9 *3.3 *1.6 *1.0 0.7 *0.5 *0.5 05 03 02 *0.1 *0.0 *0.0 *0.0 *0.0 *0.0 TYP SYMBOL DESCRIPTION *0.6 *0.8 DESCRIPTION ANP - BVF2401 (P046LD4) - LE POST ARM - PA1613 - BRONZE 5° BOLT DOWN ROUND ALLUMINUM BDSS20.25 - 20° TALL - BRONZ IES FULL CUTOFF DISTRIBUTION *0.2 *0.3 *0.4 *0.4 _____ 120 3 4 12 2 20 12,1 122 12,1 12,1 12,0 1,8 1,4 1,4 1,3 1,2 1,0 *0.1 *0.2 *0.3 *0.3 *67 MOUNTED O' DOWN POSITION MOUNTED HEIGHT = 23'-0"**7**0.1 *0.3 *0.3 *0.3 *1.5 / *1.0 *0.5 *0.1 *****0.0 *****0.0 LITHONIA - DSW1 LED 10C LESNA FULL CUTOFF DISTRIBUTION W1 ⋴ ^{*}1.6 ^{*}1.9 * ANY .**⊸**1.9 / 1.8 *1.9 *2.3 *2.6 *2.1 *1.2 *0.5 *0.1 *0.0 *0.0 / +0.0 MOUNTED 0' DOWN POSITION MOUNTED HEIGHT = 12'-0''*0.5 *0.6 *0.5 *0.1 *0. 1 127.94'. CEPTION *0.1 *0. *0.9 *0.9 * *2,1 *2.0 *2.2 *2.7 *2.9 *2.2 *1.1 *0.4 *0.1 *0.0 *0.0 *0.0/ 33 A 2.2 *2.1 *2.3 *2.9 3.61 *2.0 *0.2 *0. *****0.2 *****0.1 *****0.0 *****0.0 *1.1 2.1 *1.7 *0.4 *2.2 *1.9 *1.9 *2.3 *2.8 *2.4 *0.2 *0.0 **≸**1.4 ⁺0.0 *1.5 = 113.00, 72.3 *2.1 *1.8 *1/8 *2.0 *2.2 *1.8 *0.6 *0.9 /0.3 /0.1 *0.0 +0.0 STATISTICS *1.5 *1.5 *1.5 *1.5 *1.5 *1.5 *1.5 *1.1 *0. Description Symbol Avg *1.3 ^{*}0.7 O *0.1/ *0.1 *0.0 *0.0 *****0.6 Parking Lot ж 1.9 fc 1.5 *2:1 *2.1 *1/7 *1.4 *1.2 *1.0/ *0.6 \$0.2 \$1 *0.0 *0.0 *0.0 *0.7 1.0 1.3 1.4 1.4 *0.5 *0.8 Overall Site * 0,9 fc *0.4 *0. *0.8 1.3 *1.9 *2.2 *2.3 *2.4 2.7 *2.5 *2.1 *2.0 *1.8 *1.5 *1.2 *0.7 *0.1 *0.0 *0.0 *0.0 *0.3/ 1.6 ×2.3 ×2.1 ×2.2 ×2.2 ×0.3 <u>*0.8</u> *1.4 *2.2 *2.9 *3.2 *3.1 *3.3 *3.1 *2.5 _*0.2 *0.6 */0.1 T0.2 C *0.1 *0.0 *0.0 *0.0 1 *0.1 *0.4/ *0.6 *1.2 *1.9 *2.6 \$ 3.2 *3.2 *3.0 *2.5 *2.1 *20 *2.3 *2.4 *2.2 72.5 *21 *0.1 /**0.0 *0.0 / *0.0 *0.1 *0. 22. 1.7 1.6 1.7 20 22 2.6 30 527 0,2 *0,6 *1,0 *1,5 *2,0 *2,2 *0,1 *0.0 *0.0 *0.0 LIGHTING NOTES: *0.0 *0 *1/2 TIME CONTROLS: ALL SITE LIGHTING IS CONTROLLED AND MONITORED BY AN ENERGY MANAGEM SYSTEM CALLED VENSTAR WHICH IS CONTROLLED AT AUTOZONE CORPORATE OFFICES. ALL SITE LIGHTING IS PROGRAMMED TO AUTOMATICALLY TURN ON AT DUSK AND REDUCED BY 50 PERCENT AFTER THE CLOSE OF BUSINESS TO THE MINIMUM LEVEL NEEDED UNDER THE IESNA TO ENSURE SAFETY AND SECURITY. INO *0.1 *0.3 *0.5 *0.8 *1.1 *1.2 *1.1 *1.0 *1.3 *1.6 *2.0 *2.6 *2.9 *2.5 *1.3 *0.4 *0.1 *0.1 *0.0 *0.0 *0.0 *****0 *****0.1 LRESTAU *0.0 *0.1 *0.1 *0.1 *0.2 *0.3 *0.5 *0.6 *0.7 1.8 2.3 2.4 *h.z_ *0.s *0/2 *0.1 ^{*}0.0 ^{*}0.0 ^{*}0.0 ⁺0.0 4.0 ×1.3 2. ALL FIXTURES ARE FULL CUTOFF DISTRIBUTION AND MOUNTED @ 0° DOWN POSITION 1.6 *1.7 *1.1 0.4 0.1 *0.1 *0.0 *0.0 -to.o/ +o.c 3. NO FLOODLIGHTS ARE PROPOSED. 1.3 *1.0 *0.9 *0.6 *0.7 *0.1 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.1 *0.1 *0.2 *0.3 *0.5 *0.7 *0.9 ⁺0.0 _0.0 113.50 *0.0 *0.0 *0.0 *0.0 ⁺0.0 ⁺0.0 ⁺0.0 ⁺0.0 ^{*}0.1 ^{*}0.1 ^{*}0.1 ^{*}0.1 ^{*}0.2 ^{*}0.2 ^{*}0.1 ^{*}0.1 ^{*}0.0 ^{*}0.0 ^{*}0.0 ⁺0.0 ⁺0.0 SEABOARD COASTLINE RAILROAD 0 *0.0 *0.0 *0.0 *0.0 *0.0 *0.0 30" OAK 166

	LAMP	LUMENS	LLF	QTY
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DN .	LED – 40 WATTS	ABSOLUTE	0.95	6

Мах	Mia	Max/Min	Avg/Min
3.3 fc	0.2 fc	16.5:1	9.5:1
3.3 fc	0.0 fc	N/A	N/A

]						
	Owner / Developer:	AutoZone Inc.	123 South Front Street, 3rd Floor	Memphis, Tennessee 38103	Tel: (901) 495-8709 Fax: (901) 495-8969	For Bidding & Contractor Information Contact: F.W. Dodge Plan Room Tel: (615) 884-1017
	Prepared for. AutoZone Store Development	Store No.: 3666	US HIGHWAY 441		APOPKA, FL 32726	SITE PHOTOMETRIC PLAN
	SCALE: 1" = 20'					
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F	ARC		EC'			
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This instrument was prepared by and should be returned to: William P. Weatherford, Jr. Marlowe & Weatherford, P.A. 1150 Louisiana Avenue, Suite 4 Winter Park, Florida 32789 (407) 629-5008

DOC# 20140454685 B: 10801 P: 4104 09/08/2014 02:58:37 PM Page 1 of 21 Rec Fee: \$180.00 Deed Doc Tax: \$0.70 DOR Admin Fee: \$0.00 Intangible Tax: \$0.00 Mortgage Stamp: \$0.00 Marte O Harris Commercial Martha O. Haynie, Comptroller Orange County, FL MB - Ret To: WOODS & WOODS PA

ACCESS & UTILITY EASEMENT AGREEMENT

THIS ACCESS & UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this <u>Sk</u> day of <u>September</u>, 2014, by and between Rock RDP 1, LLC, a Florida limited liability company ("Rock RDP 1"), whose mailing address is 145 Lincoln Avenue, Suite B, Winter Park, Florida 32789, and Calmil Investment Group LP and Kenneth L. Jureit (collectively, the "Calmil"), whose mailing address is 5905 Moray Court NW, Concord, NC 28027.

WITNESSETH:

WHEREAS, simultaneous with the execution of this Agreement, Rock RDP 1 has acquired from Calmil a fee simple ownership interest in certain real property, located in Orange County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Rock RDP 1 Property").

WHEREAS, Calmil has retained ownership of certain real property, located in Orange County, Florida, more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Calmil Property") which Calmil Property is adjacent to the Rock RDP 1 Property; and

WHEREAS, Calmil is conveying the Rock RDP 1 Property to Rock RDP 1 on the condition that Rock RDP 1 grant to Calmil to the easements granted in this Agreement; and

WHEREAS, Calmil desires an easement over and across a portion of the Rock RDP 1 Property to the benefit of the Calmil Property, for the purpose of a non-exclusive easement for vehicular and pedestrian access, ingress, egress but not parking, subject to the terms and provisions hereinafter set forth; and

WHEREAS, Calmil desires an easement over and across a portion of the Rock RDP 1 Property the benefit of Calmil Property, for the purpose of installing and maintaining utility lines subject to the terms and provisions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rock RDP 1 and Calmil hereby agree as follows:

1. Grant of Mutual Access, Ingress and Egress Easements.

a. Rock RDP 1 hereby grants and conveys to Calmil, for the use and

benefit of Calmil and its successors, assigns, purchasers, tenants, employees, agents, invitees and licensees and guests, a non-exclusive easement across any driveways, roads, access ways, sidewalks, walkways, exits and entrances which may, from time to time, be located on the Rock RDP 1 Property solely for purposes of vehicular and pedestrian ingress and egress to and from the Calmil Property to Lake Doe Boulevard, but not for parking, as generally depicted on Exhibit E, attached hereto. The depiction of particular driveways on Exhibit "E" shall not be construed as an obligation to establish or maintain those particular driveways.

b. Calmil hereby grants and conveys to Rock RDP 1, for the use and benefit of Rock RDP 1 and its successors, assigns, purchasers, tenants, employees, agents, invitees and licensees and guests, a non-exclusive easement across any driveways, roads, access ways, sidewalks, walkways, exits and entrances which may, from time to time, be located on the Calmil Property solely for purposes of vehicular and pedestrian ingress and egress to and from the Rock RDP 1 Property to United States Highway 441, but not for parking, as generally depicted on Exhibit E, attached hereto. The depiction of particular driveways on Exhibit "E" shall not be construed as an obligation to establish or maintain those particular driveways.

c. Rock RDP 1 shall, at its sole cost and expense, design and construct such driveways, access ways, exits and entrances as may be reasonably necessary to provide a point of access from the Rock RDP 1 Property to Calmil Property (the "Rock RDP 1 Driveway Construction Obligation"). The driveways, access ways, exits and entrances designed and constructed by Rock RDP 1 on the Rock RDP 1 Property shall comply with the requirements of the City of Apopka. Rock RDP 1 shall perform the Rock RDP 1 Driveway Construction Obligation on or before the issuance of a certificate of occupancy for any occupant of any portion of the Rock RDP 1 Property but no later than December 31, 2015.

d. Calmil or its successor shall, at its sole cost and expense, design and construct such driveways, access ways, exits and entrances as may be reasonably necessary to provide a point of access from the Calmil Property to Rock RDP 1 Property. The driveways, access ways, exits and entrances designed and constructed by Calmil on the Calmil Property shall comply with the requirements of the City of Apopka. Calmil shall complete the construction of such driveways, access ways, exits and entrances on or before the issuance of a certificate of occupancy for any occupant of any portion of the Calmil Property.

e. Notwithstanding the easements granted hereunder, Rock RDP 1 shall not permit construction vehicles seeking access to the Rock RDP 1 Property to obtain ingress and egress to the Rock RDP 1 Property across Calmil Property. Likewise, Calmil shall not permit construction vehicles seeking access to Calmil Property to obtain ingress and egress to Calmil Property across the Rock RDP 1 Property.

f. Calmil reserves the right to establish, from time to time, reasonable rules and regulations for the use of the driveways, access ways, sidewalks, walkways, exits and entrances of the Calmil Property. Likewise, Rock RDP 1 reserves the right to establish, from time to time, reasonable rules and regulations for the use of the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 1 Property.

g. Calmil shall not establish or erect signs directing traffic from Calmil Property to the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 11 Property. Likewise, Rock RDP 1 shall not establish or erect signs directing traffic from the Rock RDP 1Property to the driveways, access ways, sidewalks, walkways, exits and entrances of Calmil Property.

h. Each party reserves the right, subject to the approval of the other party, which approval shall not be unreasonably withheld, to record an instrument containing the legal description and a sketch of such legal description of the driveways, access ways, sidewalks, walkways, exits and entrances of its Property. Upon the recordation of such instrument the rights of ingress and egress described in this instrument shall apply solely to the real property included in such description.

2. <u>Grant of Utility Easement.</u> Rock RDP 1 hereby grants and conveys to Calmil, for the use and benefit of Calmil Property, the owners of any portion thereof or interest therein, their successors and assigns, a non-exclusive easement for utility purposes over, under and across the property legally described in **Exhibit "C"** and as depicted in **Exhibit "C-1"**, both attached hereto and incorporated herein a.("Utility Easement Area"). Utility installations within the Utility Easement Area may, without limitation, include water (potable, fire protection and irrigation water), telephone, cable, gas and electric power. Calmil may from time to time, at its sole cost and expense, install, maintain and repair, within the Utility Easement Area underground utility lines to provide services to Calmil Property.

Prior to beginning any Utility installations in the Utility Easement Area, Calmil will provide written notice to Rock RDP 1 not later than twenty (20) days from the date Calmil anticipates commencing its' work.

Notwithstanding the foregoing, Calmil hereby agrees that during the any installations within the Utility Easement Area and at all times thereafter for the purposes of maintenance or repair, it shall make every reasonable effort not to impede the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 1 Property or in any way restrict the access to and from the Rock RDP 1 Property of any automobile, pedestrian, employee or agent of Rock RDP 1.

3. <u>Grant of Sewer Line Easement</u>. Rock RDP 1 hereby grants and conveys to Calmil, for the use and benefit of Calmil Property, the owners of any portion thereof or interest therein, their successors and assigns, a non-exclusive easement for the for the conduct and passage of waste water through certain sanitary sewer mains, pipes, conduits, valves, meters and related appurtenances located within the property legally described in **Exhibit "D"** and as depicted in **Exhibit "D-1"**, both attached hereto and incorporated herein ("Sewer Line Easement Area") Rock RDP 1 shall, at its sole cost and expense, design and construct the following improvements to be located in the Sewer Line Easement Area:

Construction of a 4" PVC sanitary sewer force main from the common Calmil/Rock RDP 1 property line, westerly across the Rock RDP 1 parcel, with connection to the City's force main in Lake Doe Boulevard

which improvements shall comply with the requirements of the City of Apopka (the "Sewer Line Construction Obligation"). Rock RDP 1 shall perform the Sewer Line Construction Obligation on or before the issuance of a certificate of occupancy for any occupant of any portion of the Rock RDP 1 Property but no later than December 31, 2015. Calmil may, from time to time and at its sole cost and expense, connect to the lines and facilities located within the Sewer Line Easement Area to provide services to Calmil Property.

Notwithstanding the foregoing, Calmil hereby agrees that during the construction of the Sewer Line Construction Obligation improvements and at all times thereafter for the purposes of maintenance or repair, it shall make every reasonable effort to not impede the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 1 Property or in any way restrict the access of any automobile, pedestrian, employee or agent of Rock RDP 1 to the Rock RDP 1 Property.

4. <u>Duration</u>. The easements hereby created, granted and conveyed shall remain in effect in perpetuity, subject to the right of Rock RDP 1 to relocate the Utility Easement Area and Sewer Line Easement Area as more particularly set forth in Section 5.

Relocation of the Utility Easement Area and Sewer Line Easement. 5. Rock RDP 1 reserves the right to relocate all or any part of Utility Easement Area or Sewer Line Easement Area, and the utility lines and facilities installed therein, lying within the Rock RDP 1 Property to one or more other easement areas constituting a part of the Rock RDP 1 Property, provided that Rock RDP 1 pays all costs of relocation, at its sole cost and expense, the reasonable needs of Calmil continue to be met in a reasonable manner during relocation, and Rock RDP 1 executes and delivers to Calmil an amendment to this Agreement, or a separate instrument in form and content acceptable to Rock RDP 1 and Calmil, in which Calmil is granted an easement in and to the new easement area(s), and in which the easement granted herein affecting the relocated easement area(s) will be terminated. Rock RDP 1 shall provide not less than sixty (60) days written notice to Calmil that Rock RDP 1 intends to relocate such easement areas and shall provide plans and specification providing reasonable information about its plans for such relocation (hereafter the "Relocation Notice"). Provided that Calmil does not object within twenty (20) days from the date of the Relocation Notice, then Rock RDP 1 may proceed with such relocation in accordance with such plans. Notwithstanding the forgoing, without the express written consent of Calmil, Rock RDP 1 may not commence its' activities to relocate the Utility Easement Area or Sewer Line Easement area until the sixtieth (60th) day from the date of the Relocation Notice.

6. <u>Maintenance of Utility Easement Area and Sewer Line Easement</u> <u>Area.</u> Calmil, at its sole cost and expense, shall be responsible for the repair and maintenance of the utility lines and facilities located within the Utility Easement Area and Sewer Line Easement Area which lines and facilities exclusively serve the Calmil Property. Rock RDP 1, at its cost and expense, shall be responsible for the repair and maintenance of the utility lines and facilities located within the Utility Easement Area and Sewer Line Easement Area which lines and facilities serve the Rock RDP 1 Property.

7. <u>**Remedies**</u>. If Rock RDP 1 fails to maintain and repair the utility lines and facilities serving both the Rock RDP 1 Property and the Calmil Property and or driveways, roads, access ways, sidewalks, walkways, exits and entrances serving the Calmil Property so that they shall at all times be in good and operable condition and in compliance with all applicable governmental codes and regulations or, if Rock RDP 1 shall fail to perform the Rock RDP 1 Driveway Construction Obligation or the Sewer Line Construction Obligation within the time specified herein, Calmil shall have the right after twenty (20) days written

notice to Rock RDP 1 or, in case of an emergency, at any time, to undertake reasonable construction, repairs and maintenance and Rock RDP 1 shall reimburse Calmil for all reasonable costs and expenses related to Calmil's construction, maintenance and repair activities within thirty (30) days of receipt of an invoice for such costs. In the event Rock RDP 1 does not pay when due Calmil's costs and expenses, Calmil shall be entitled to execute and record among the Public Records of Orange County, Florida a claim of lien encumbering Rock RDP 1 Property. The claim of lien shall be in an amount equal to the reimbursement due to Calmil, plus interest at the highest rate allowed by law from the date said reimbursement was due, together with all costs and reasonable attorneys' fees (at all trial and appellate levels) incurred in connection therewith. Calmil shall be entitled to pursue any or all available remedies to enforce the lien and collect the amounts due, including without limitation foreclosure of the lien or an action to collect the indebtedness.

If Calmil fails to maintain and repair any driveways, roads, access ways, sidewalks, walkways, exits and entrances serving the Rock RDP 1 Property so that they shall at all times be in good and operable condition and in compliance with all applicable governmental codes and regulations or, if Calmil shall fail to perform its' obligations related to the Utility Easement Area within the time specified herein, Rock RDP 1 shall have the right after twenty (20) days written notice to Calmil or, in case of an emergency, at any time, to undertake reasonable construction, repairs and maintenance and Calmil shall reimburse Rock RDP 1 for all reasonable costs and expenses related to Rock RDP 1's construction, maintenance and repair activities within thirty (30) days of receipt of an invoice for such costs. In the event Calmil does not pay when due any Rock RDP 1's costs and expenses, Rock RDP 1 shall be entitled to execute and record among the Public Records of Orange County, Florida a claim of lien encumbering the Calmil Property. The claim of lien shall be in an amount equal to the reimbursement due to Rock RDP 1, plus interest at the highest rate allowed by law from the date said reimbursement was due, together with all costs and reasonable attorneys' fees (at all trial and appellate levels) incurred in connection therewith. Rock RDP 1 shall be entitled to pursue any or all available remedies to enforce the lien and collect the amounts due, including without limitation foreclosure of the lien or an action to collect the indebtedness.

8. <u>Estoppel Certificates</u>. In the event that Calmil or Rock RDP 1, or their respective successors or assigns, shall desire to inquire as to the status of any party's performance of or compliance of the obligations imposed in this Agreement, the inquiring party shall be entitled to demand and receive from the other party within ten (10) days prior written notice, an estoppel certificate which states whether any party hereto is in default of its obligations hereunder and whether, when, and to what extent any monies may be due to from one party to another hereunder. Any such written demand must be forwarded pursuant to the notice provision hereunder.

9. <u>Incidental Rights</u>. Except as otherwise specifically provided or limited herein, the easements, rights and obligations hereby created, granted and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the easements granted herein and for their intended purposes.

10. <u>No Common Ownership</u>. Notwithstanding anything herein set forth, the parties hereto expressly negate any construction of this Agreement which implies the joint or common ownership of any part of Calmil Property or the Rock RDP 1 Property, or which implies the creation, establishment or existence of any partnership, joint venture or other such scheme of common ownership or common operation of the respective properties.

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Indemnification. Rock RDP 1, its successors and assigns, shall indemnify 11. and hold Calmil, its successors and assigns, harmless from and against any and all loss, cause, damage, expense, injury, claim and liability (including reasonable attorney's fees and paraprofessional fees at any pre-trial, trial or appellant proceedings) which Calmil, its successors and assigns, may suffer or incur as the result of, arising out of, or attributable to, use of the Calmil Property by Rock RDP 1, its successors and assigns, or the exercise of any rights granted to Rock RDP 1 herein, except to the extent resulting from the negligent, intentional or willful acts or omissions of the party being indemnified, its contractors, employees, agents or others acting by, through, under or on behalf of such party. Calmil, its successors and assigns, shall indemnify and hold Rock RDP 1, its successors and assigns, harmless from and against any and all loss, cause, damage, expense, injury, claim and liability (including reasonable attorney's fees and paraprofessional fees at any pre-trial, trial or appellant proceedings) which Rock RDP 1, its successors and assigns, may suffer or incur as the result of, or arising out of, or attributable to, use of the Rock RDP 1 Property by Calmil, its successors and assigns, or the exercise of any rights granted to Calmil herein, except to the extent resulting from the negligent, intentional or willful acts or omissions of the party being indemnified, its contractors, employees, agents or others acting by, through, under or on behalf of such party.

12. <u>No Merger.</u> If any party shall become the fee owner of any part of the subject real property who is also the holder of a beneficial easement interest created hereunder, said fee interest and beneficial interest shall not merge into the fee estate.

13. <u>Attorney's Fees.</u> In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The party prevailing in said legal proceedings shall be entitled to recover from the party not prevailing in said legal proceedings reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceedings and in bankruptcy.

14. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of any conflict of laws provisions thereof that would apply the laws of another jurisdiction. Calmil and Rock RDP 1 hereby submit to the jurisdiction of, and agree that venue for actions hereunder shall be, in the Circuit Court of the State of Florida sitting in Orange County, Florida, and Calmil and Rock RDP 1 each hereby waive any objection to venue in such courts and any objection to any action or proceeding on the basis of forum non-conveniens.

15. <u>Entire Agreement</u>. This Agreement contains the entire agreement between Rock RDP 1 and Calmil with respect to the subject matter contained herein, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be binding upon the owners hereto.

16. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to Calmil and Rock RDP 1, their successor and or assigns, to the address used by the Orange County Tax Collector, or any successor thereto, for the delivery of invoices for the payment of ad valorem property taxes. Any notice required or given hereunder shall only be deemed as having been received (i) upon actual receipt if delivered by hand, (ii) the day following deposit thereof if sent via nationally recognized overnight courier service for next day delivery or (iii) upon receipt or refusal if sent by certified mail, return receipt requested or upon refusal to accept delivery from any overnight courier. Either party may, from time to time, give notice to the other party of some other address to which notices or other communications to such party shall be sent, in which event, notices or other communications to such party shall be sent to such address. If any notice or other communication described in this Agreement is sent by either party hereto to the other and such notice or other communication was not sent in accordance with the foregoing terms of this Section but was, in fact, actually received by the other party, then such notice or other communication shall be deemed to have been duly given by the sending party and received by the recipient party effective as of such date of actual receipt. If any notice is tendered and is refused by the intended recipient, such notice shall nonetheless be considered to have been given and shall be effective as of the date provided herein.

17. Force Majeure. Except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency or refusal or inability to pay, if either party shall be delayed or hindered in whole or in part, or prevented from, the performance of any nonmonetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, acts of war, acts of terrorism or bioterrorism, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes or work stoppage beyond the control of either party hereto, then the performance of such covenant or obligation, shall be excused for the period of such delay, hindrance or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention. The delayed or hindered party shall promptly notify the other party of any force majeure event affecting the delayed or hindered party's performance under this Agreement.

18. <u>Severability</u>. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity of the remainder of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, Calmil and Rock RDP 1 will negotiate in good faith to agree upon substitute provisions to carry out the purpose and intent of the invalid or unenforceable provision.

19. <u>Miscellaneous</u>. With or without specific reference thereto, the conveyance of an interest in all or any portion of either Calmil Property or the Rock RDP 1 Property shall be subject to the benefits and burdens of the easements hereby created, granted and conveyed to the same extent as if all the terms and conditions of this Agreement were set forth in full in such conveyance. The easements, covenants, agreements, obligations and conditions contained herein shall not be personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of Calmil Property and the Rock RDP 1 Property, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees of each of them. The caption included herein are for reference only and should not be used in construing any of the terms hereof.

Signed, sealed and delivered in the presence of:

Calmil Investment Group, LP

Frank Chin Print: Frank S. Chin

Bayer Print: Katelyn

Print: Fran

Bayer Print: Katch

STATE OF NORTH CAROLINA) COUNTY OF Cabarres

CALMIL

By:

Kenneth L. Jureit, General Partner

Kenneth L. Jureit as Trustee of THE KENNETH LEE JUREIT LIVING TRUST dated February 12, 2002, as amended

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Kenneth L. Jureit, as trustee and as general partner of Calmil Investment Group, L.P., on behalf of the limited partnership, who is personally known to me or who presented a valid driver's license as identification.

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NOTAR PUBLIC STATE OF NORTH CAROLINA Print Name: Cathy K Ross

My commission expires: $\frac{1}{2}$



Rock RDP 1

Rock RDP 1, LLC, A Florida limited liability company

By: ROCK CELLULAR, LLC, A Florida limited liability company, As it's sole Manager

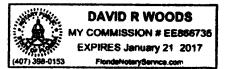
> By: ROCK PROPERTIES, INC., a Florida corporation, as its sole Manager

By: Name: Greg Zuckerman **Title: President**

Name: Name:

STATE OF FLORIDA) COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this <u>St</u> day of <u>Schenber</u>, 2014, by <u>orcen 1. 2 ackorem</u>, as <u>Preside 1</u> of Rock RDP 1, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who presented a valid driver's license as identification.



NOTARY PUBLIC STATE OF FLORIDA

Print Name: _____ My commission expires: 20140454685 Page 10 of 21

EXHIBIT "A"

ROCK RDP 1PROPERTY

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EXHIBIT "A"

ROCK RDP 1 PROPERTY LEGAL DESCRIPTION

THE WEST 127.94 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF U.S. HIGHWAY 441 AND NORTH OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (163 FEET WIDE) WITH THE WEST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD (60 FEET WIDE); THENCE SO0'54'42"W ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 300.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD (120 FEET WIDE); THENCE DEPARTING SAID WEST BOUNDARY AND EAST RIGHT-OF-WAY LINE, PROCEED S78'27'33"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 130.18 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED N00'54'42"E, A DISTANCE OF 267.56 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE N65'08'03"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

ROGERS ENGINEERING, LLC Civil Engineering & Land Surveying 1105 S.E. 3rd Avenue
 Ocala, Florida 34471
 Ph. (352) 622-9214
 Lic. Bus. #4074

DATE

6-02-14

SCALE

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EXHIBIT "B"

CALMIL PROPERTY

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EXHIBIT "B"

CALMIL PROPERTY LEGAL DESCRIPTION

THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF U.S. HIGHWAY 441 AND NORTH OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY EXCEPT THE WEST 127.94 FEET THEREOF.

ROGERS ENGINEERING, LLC Civil Engineering & Land Surveying 1105 S.E. 3rd Avenue
Ocala, Florida 34471
Ph. (352) 622-9214
Lic. Bus. #4074

DATE 6-02-14

SCALE

EXHIBIT "C"

UTILITY EASEMENT AREA

EXHIBIT "C" UTILITY EASEMENT

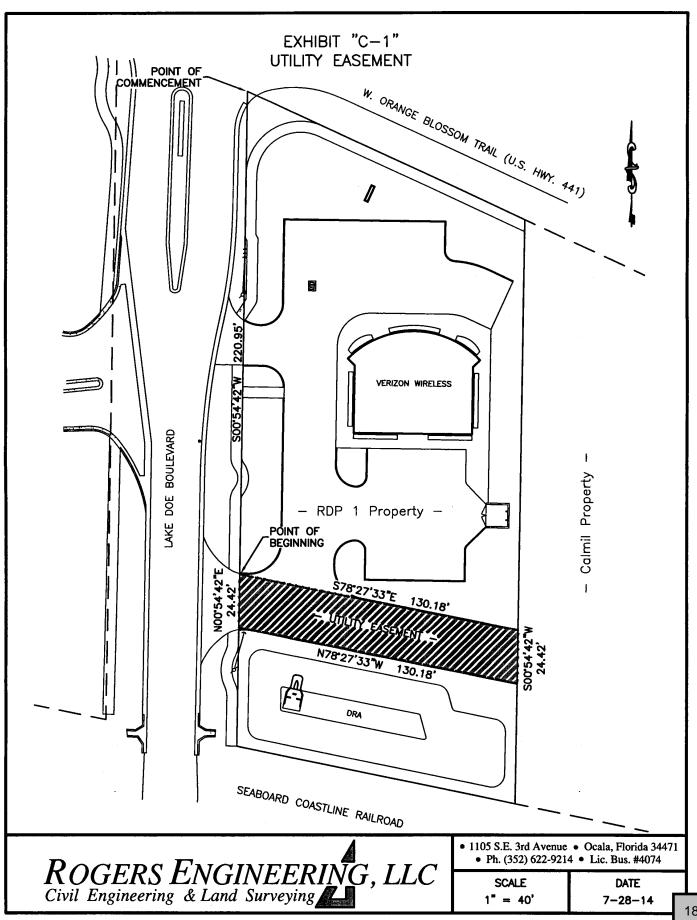
LEGAL DESCRIPTION - UTILITY EASEMENT

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (163 FEET WIDE) WITH THE WEST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD (60 FEET WIDE); THENCE SO0'54'42"W ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S78'27'33"E, A DISTANCE OF 130.18 FEET TO A POINT ON THE EAST PROPERTY LINE OF THE PARENT PARCEL; THENCE SO0'54'42"W ALONG SAID EAST PROPERTY LINE, A DISTANCE OF 24.42 FEET; THENCE DEPARTING SAID EAST PROPERTY LINE, PROCEED N78'27'33"W, A DISTANCE OF 130.18 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD; THENCE N00'54'42"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.42 FEET TO THE POINT OF BEGINNING.

ROGERS ENGINEERING, LLC Civil Engineering & Land Surveying 1105 S.E. 3rd Avenue
Ocala, Florida 34471
Ph. (352) 622-9214
Lic. Bus. #4074

DATE 7-28-14

SCALE



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EXHIBIT "D"

SEWER LINE EASEMENT AREA

EXHIBIT "D" SEWER EASEMENT

LEGAL DESCRIPTION - SEWER EASEMENT

A 10 FEET WIDE EASEMENT, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

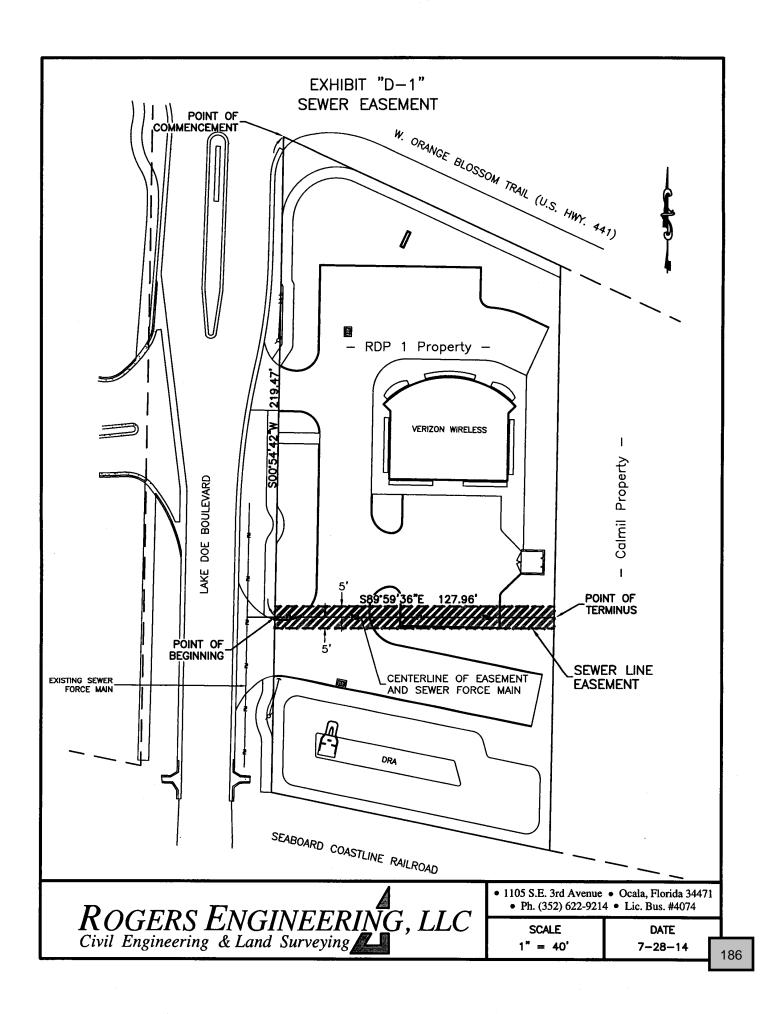
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (163 FEET WIDE) WITH THE WEST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD (60 FEET WIDE); THENCE S00°54'42"W ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 219.47 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S89°59'36"E, A DISTANCE OF 127.96 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE EAST PROPERTY LINE OF THE PARENT PARCEL, LENGTHENING AND SHORTENING THE SIDE LINES TO INTERSECT THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD AND THE EAST PROPERTY LINE OF THE PARENT PARCEL.

ROGERS ENGINEERING, LLC

1105 S.E. 3rd Avenue
Ocala, Florida 34471
Ph. (352) 622-9214
Lic. Bus. #4074

DATE 7-28-14

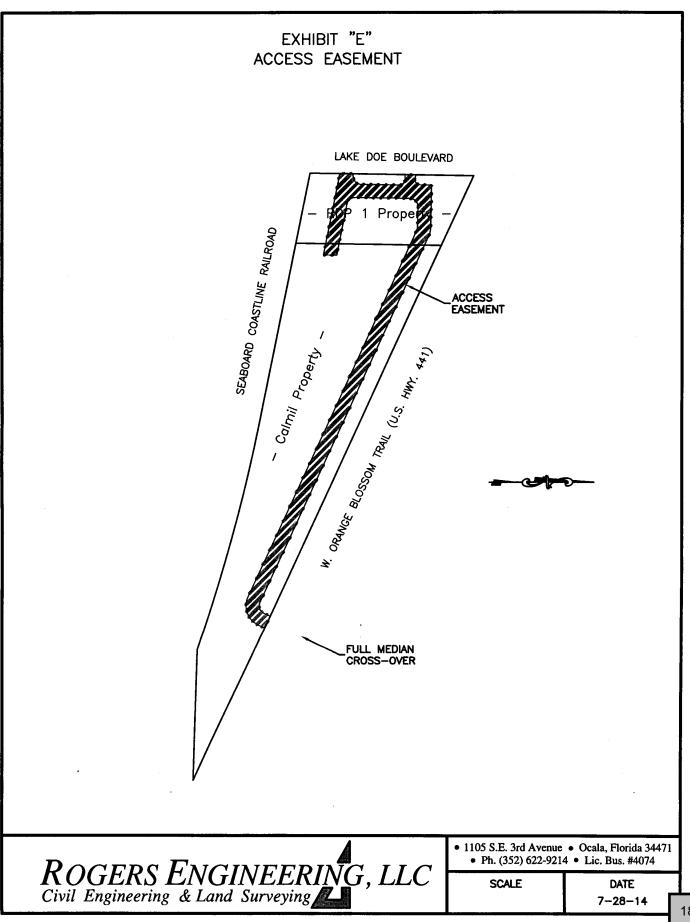
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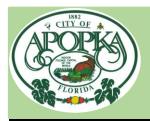


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EXHIBIT "E"

MUTUAL ACCESS, INGRESS AND EGRESS EASEMENT AREA





CITY OF APOPKA CITY COUNCIL

	CONSENT AGENDA
Х	PUBLIC HEARING
	SPECIAL REPORTS
Х	OTHER: Final Development Plan/Plat

MEETING OF: FROM: EXHIBITS: September 5, 2018 Community Development Vicinity Map Aerial Map Final Development Plan and Plat

<u>SUBJECT</u>: BRIDLEWOOD SUBDIVISION FINAL DEVELOPMENT PLAN AND PLAT

<u>REQUEST</u>: APPROVE THE FINAL DEVELOPMENT PLAN AND PLAT FOR BRIDLEWOOD SUBDIVISION

SUMMARY:

OWNER:	Laura R. Murphy
APPLICANT:	Luke Classon, P.E. c/o Appian Engineering
LOCATION:	359 West Lester Road
PARCEL ID NUMBER:	28-20-28-0000-00-060
EXISTING USE:	Errol Equestrian Center
FUTURE LAND USE:	Residential Low Suburban
ZONING DISTRICT:	R-1 (Single Family Residential) Zoning District
MINIMUM LOT WIDTH:	75 feet typical lot width
MINIMUM LOT SIZE:	8,000 square feet
TRACT SIZE:	19.94 +/- acres
PROPOSED DEVELOPMENT:	52 Single Family Residential Lots with park
PROPOSED DENSITY:	2.6 DU/AC (3.5 DU/AC Maximum)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

Direction	Future Land Use	Zoning	Present Use
North (County)	"County" Low Density Residential	"County" A-1	Grazing\vacant
East (City)	"City" Agriculture	"City"AG	Bird Reconditioning Center
South (City and County)	"City" Residential Low & "County" Low Medium Density Residential	"City" R-2 & "County" A-2	Single Family Homes
West (County)	"County" Low Density Residential	"County" A-1	Greenhouse

PROJECT SUMMARY: The Bridlewood Subdivision – Preliminary Development Plan proposes the development of 52 single family residential lots. The minimum typical lot width is 75 feet with a minimum lot size of 8,000 square feet. The required minimum living area for the subdivision is 1,500 square feet as set forth in Chapter 2 of the Land Development Code for single-family lots located within the R-1 zoning. The minimum setbacks applicable to this project are:

Sathaal	Min.		
Setback	Standard		
Front*	25'		
Side	10'		
Rear	20'		
Corner	25'		

*Front-entry garage must be setback 30 feet.

ACCESS: Ingress/egress access points for the development will be via full access onto Lester Road. A future connection occurs through a stub-out street at the northwest corner of the project.

TRANSPORTATION: A transportation impact analysis (TIA) was conducted for this project to assess its impacts on the surrounding roadway segments and intersections within a one-mile radius of the project per the City's adopted TIA methodology. Included in the analysis were segments of CR 435, Welch Road, Lester Road, Ponkan Road, and Vick Road. Intersections analyzed were Lester Road and Rock Springs Road, Lester Road and Vick Road, and Lester Road and the project entrance. Right and left turn lane warrant studies at the site entrance were also conducted.

The project will generate 576 daily trips and 58 P.M. Peak Hour trips. The addition of these project trips to the study roadways will not cause the Level of Service (LOS) to fall below the City's adopted LOS. The current intersection analyses with existing traffic volumes indicate that the addition of Bridlewood project trips will not cause the intersection of Lester Road and Rock Springs Road or the site entrance to be over capacity. However, the intersection of Lester Road and Vick Road has experienced some delay issues during the P.M. Peak Hour. These issues are currently being monitored and improvements may be required at a later date, but not directly the responsibility of this project. This project will not adversely impact the current operation of the intersection.

STORMWATER: The stormwater management system includes an on-site retention area and located on the north portion of the project site. The stormwater pond design meets the City's Land Development Code requirements. 190

<u>RECREATION</u>: The applicant is providing 0.47 acre/approximately 20,473 square feet of recreation space that includes a playground.

BUFFER(S)/LANDSCAPING: A 10-foot wide landscaped buffer easement including a pineapple guava, an evergreen hedge and 6-foot tall brick, masonry, concrete or precast wall are provided along Lester Road. A 6-foot tall composite fence within a 5-foot wide landscaped buffer are proposed on the western, northern and eastern perimeters of the site. Additional oak trees will be provided along the eastern boundary as additional screening for the existing Avian Reconditioning Center, and as part of the approved proposal for screening/wall variance, VAR18-03 Laura Murphy, public hearing.

VARIANCE(S): At the Planning Commission meeting on June 12, 2018, a variance, VAR18-03 Laura Murphy, was approved for the subject property allowing a 6-foot tall composite fence within a 5-foot wide bufferyard in lieu of required 6-foot tall brick, stone, or decorative block wall on the western, northern and eastern perimeters.

<u>SCHOOL CAPACITY REPORT</u>: A school concurrency mitigation agreement has been executed and a copy of the letter from Orange County Public Schools (OCPS) has been supplied to Staff.

ORANGE COUNTY NOTIFICATION: The County was notified at the time of the preliminary development plan application through the DRC agenda distribution.

CONDITION OF APPROVAL:

Plat will be revised to assign maintenance and ownership of the L & F five-foot wide easement (Landscape and Fence) to the HOA; and re-number the notes on the front sheet.

PUBLIC HEARING SCHEDULE:

August 14, 2018 – Planning Commission, 5:30 p.m. September 5, 2018 – City Council, 1:30 p.m.

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Bridlewood Subdivision – Final Development Plan and Plat, subject to the findings of this staff report.

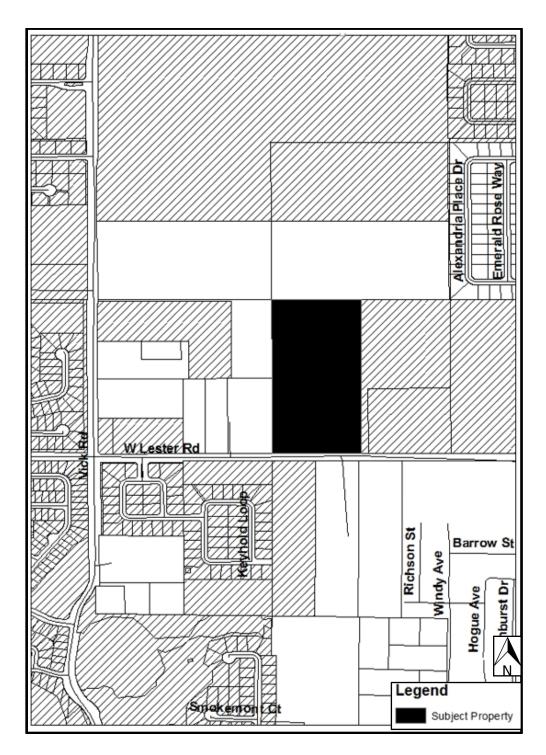
The **Planning Commission**, at its meeting on August 14, 2018, unanimously recommended approval of the Bridlewood Subdivision – Plat subject to the Condition of Approval, findings of the staff report and final review by the City surveyor and city engineer prior to recording the plat for property owned by Laura R. Murphy and located at 359 West Lester Road.

City Council: Approve the Bridlewood Subdivision – Final Development Plan and Plat subject to the findings of the staff report and the public hearing findings for VAR18-03 Laura Murphy.

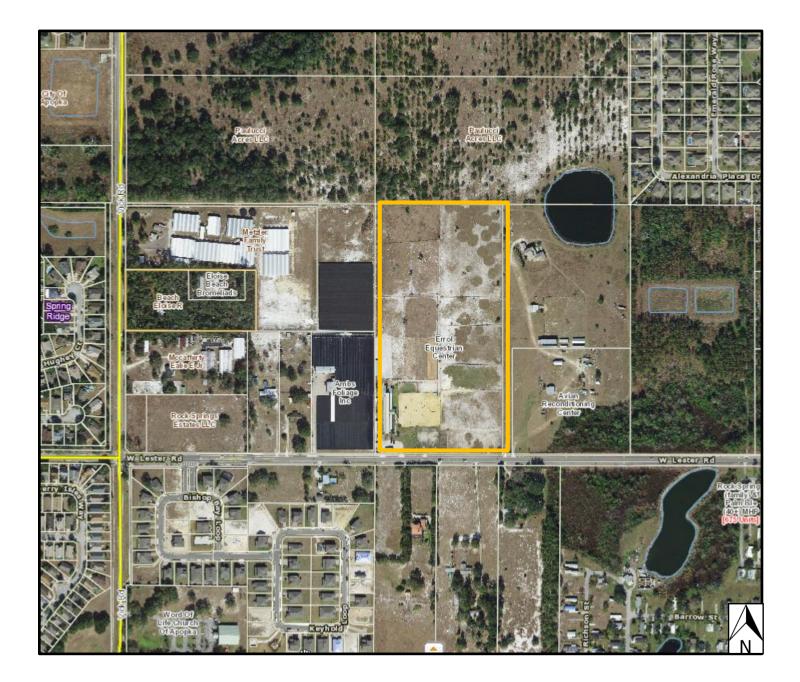
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

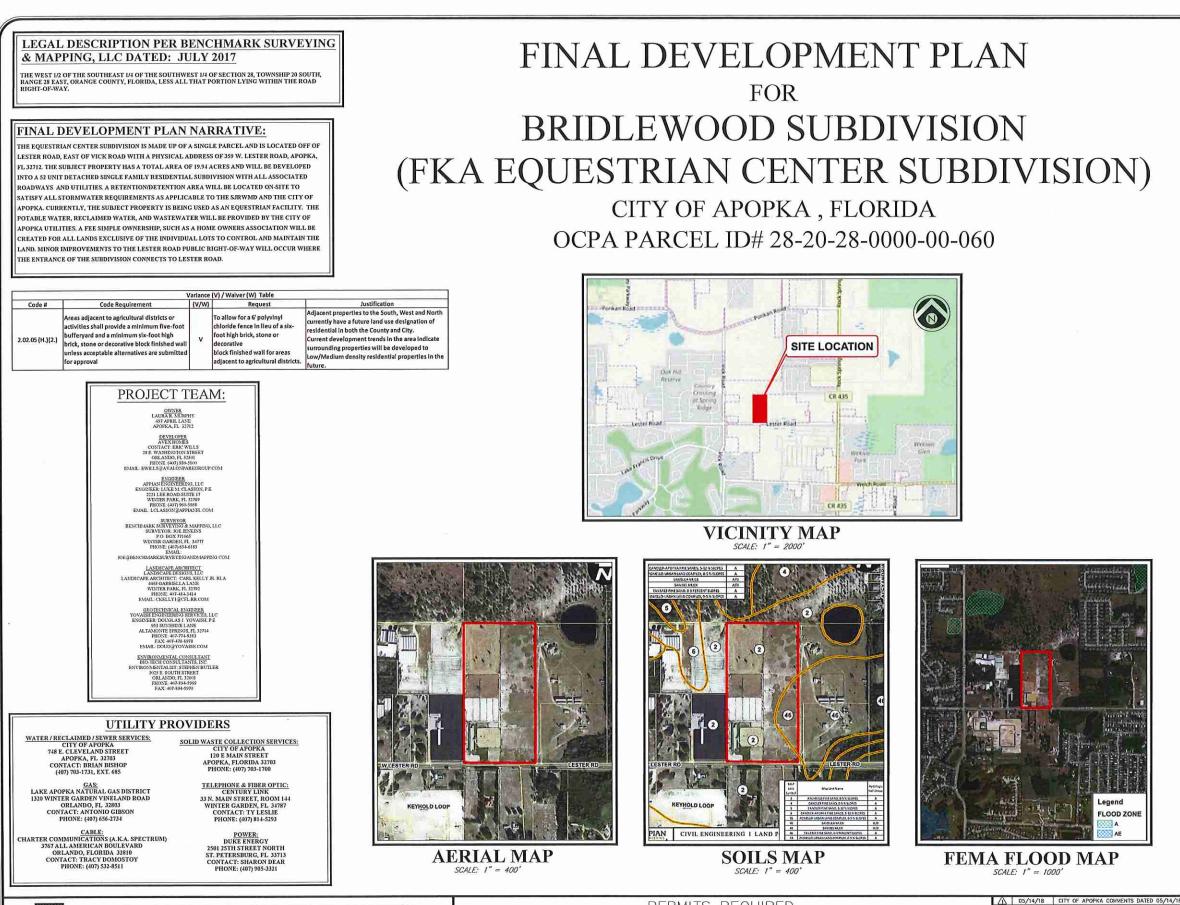
Project Name:	Bridlewood Subdivision Final Development Plan and Plat
Property Owner:	Laura R. Murphy
Applicant:	Luke Classon, P.E. c/o Appian Engineering
Total Site Area:	+/- 19.94
Parcel ID #:	28-20-28-0000-00-060

VICINITY MAP



AERIAL MAP





				PERMITS REQ	UIRED		05/14/18	CITY OF APOPKA COMMENT
	ENGINEERING	AGENCY	PERMIT TYPE	DATE APPLIED	DATE APPROVED	APPROVAL NO.		
	*****************************	CITY OF APOPKA	SITE BUILDING PERMIT					
2221 LEE ROAD, SUITE 17	BOARD OF PROFESSIONAL	S.J.R.W.M.D.	ENV. RESOURCE PERMIT (ERP)			194		
WINTER PARK, FLORIDA 32789	ENGINEERING CERTIFICATE	F.D.E.P.	WATER DISTRIBUTION PERMIT				*	
(407) 960-5868	NO. 32174	F.D.E.P. F.D.E.P.	WASTEWATER COLLECTION PERMIT	1			REV. DATE	

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9	C2.2	EROSION CONTROL & DEMO PLAN - DETAILS
10	C3.0	GEOMETRY PLAN - OVERALL
11	C3.1	GEOMETRY PLAN - SOUTH
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	S-1 (1/2)	SURVEY
	S-1 (2/2)	SURVEY



SHEET 1 OF 44

DESCRIPTION

5/21/18

GENERAL NOTES

- 1 UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING SPECIFICATIONS:

- CITY OF APOPKA, FLORIDA ST. JOHNS RVER WATER MANAGEMENT DISTRICT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
- THE GEOTECHNICAL REPORT SHALL BE REVIEWED BY THE CONTRACTOR, AND THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE STIE, INCLUDING ALL SURFACE AND SUBSURFACE CONDITIONS, THE WORK REQUIRED, AND ALL OTHER CONDITIONS THAT MAY AFFECT THE SUCCESSFUL COMPLETION OF THE JOB <u>PRIOR</u> TO COMMENCEMENT OF 2.
- THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS BEARING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGREER, IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC CARRIERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, AND DELEGRAPH FACILITIES SUCH AS PAVEMENTS, TRACKS, PIPING, WRES, CABLES, CONDUITS, POLES, GUYS, OR OTHER SIMILAR FACILITIES NICLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.
- UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE GOVERNED BY THE PLANS, APPLICABLE FERMITS, AND SPECIFICATIONS HEREIN, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, LAWS AND ORDINANCES. 6.
- PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC OR UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY, IN ADDITION, CONTRACTOR SHALL OBTAIN GAS LD. NUMBER FROM LOCAL GAS COMPANY AND NOTIFY SUNSHING STATE ONE-CALL UTILITY NOTIFICATION CENTER AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO START OF WORK. 7.
- PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT--OF--WAY, CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN CONSISTENT WITH THE "MANUAL ON UNFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, AND SUBMIT TO THE COUNTY ENGINEER FOR APPROVAL
- IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS HE SHALL IMMEDIATELY NOTIFY THE ENGINEER AND/OR OWNER OR OWNER'S AGENT.
- 10. CONTRACTOR SHALL PRESERVE AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE MONUMENTS, POINTS OR MARKERS ARE DISTURBED THE CONTRACTOR SHALL EMPLOY A FLORIDA REGISTERED LAND SURVEYOR TO RESET OR
- 11. THE OWNER, OWNER'S AGENT AND INSPECTORS OF APPLICABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHEREVER IT IS IN PREPARATION OR PROGRESS; AND THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND FOR THE INSPECTION.
- 12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO INSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS, USE, THEFT, OR VANDALISM. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.
- 13. CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY THEIR MANUFACTURER'S.
- 14. PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORW WATER PONDS, CANALS, ARTIFICIAL LAKES) CONTRACTOR SHALL INSTALL FENCES AND/OR TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO INSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED FERSIONNEL IS PREVENTED.
- 15. CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE PROVISIONS OF THE FLORIDA STATE TRENCH SAFETY
- 16. THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:
 - ALL EMPLOYEES ON THE WORK AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;
 - ALL THE WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;
 - OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.
- 17. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC, QUASI PUBLIC OR OTHER AUTHORITY HAWNG JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, ON DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERECT AND MANTAN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REQUARIONS AND ONLYING OWNERS AND USERS OF ADJACENT UTILITIES OF THE EXISTENCE OF HAZARDS AND OF THE SAFETY REGULATIONS.
- 18. ALL DAMAGE OR LOSS TO ANY PROPERTY CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LUBLE, SHALL BE REMEDIED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROPERLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR THE RUGHERE OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LUBLE, AND NOT PROPERLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.
- 19. THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDED UP OR SUBSTANTIALLY ENCLOSED WITH ADEOUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
- 20. UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON STE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE EXECUTION OR NON-EXECUTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE COOD ALL INJURES OR DAMAGES TO ANY PORTION OF THE WORK COCASIONED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF.
- ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.
- 22. THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REQULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.
- 23. CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL MATERIALS (HAZARDOUS OR OTHERWISE) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.

- 24. CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.
- DELETERIOUS EFFECT OF SUCH SPILL OR PERSONS OR PROPERT. 25. THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LUBELITY, PUBLIC OR PRATE, PENALTIES, CONTRACTUAL OR OTHERWISE, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, CAUSES OF ACTION, CLAINS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AS AMENDED OR ANY RULLE OR REGULATION PROMULGATED THEREUNDER OR OF ANY STATE LAWS OR REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, AND CONTRACTOR SHALL INDEWNIFY OWNER'S FIESS PAID OR INCURRED BY OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR PURTHER AGREES, IN THE EVENT OF A CLAMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK KOR WORK TO BE PURTHER AGREES, IN THE EVENT OF A CLAMED VIOLATION OF THEIR AGENTS AND EMPLOYEES. THE CONTRACTOR PURTHER AGREES, IN THE EVENT OF A CLAMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK KOR WORK TO BE PERFORMED UNDER THIS CONTRACT, OWNER MAY IMMEDIATELY TAKE WHATEWER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAINED VIOLATION, ANY AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE DORNE BY CONTRACTOR, AND CONTRACTOR AGREES AND OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES AND OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES AND OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE DORNE BY CONTRACTOR, AND COSTS OR EXPENSES, AND INDEMNIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES,
- 26. CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF THIS CONTRACT.
- 27. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY Contraction address to induce the terms of terms of the terms of terms
- 28. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF THESE CONSTRUCTION DOCUMENTS, CONTRACTOR SHALL IMMEDIATELY SU INFORM OWNER & ENGINEER IN WITHING. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY, OWNER & ENGINEER AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.
- 29. IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO OWNER AND/OR ENGINEER IN WRITING.
- 10. AREA AFFECTED AND REPORT THE CONDITION TO OWNER ARROFOR ENGINEER IN WITTING.
 30. "HAZARDOUS MATERIAL" MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REVERIDATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," POLLUTANT OR CONTAMINATE UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WHICH INTATION, THE COMPREHENSIVE ENVRICING, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WHICH INTATION, THE COMPREHENSIVE ENVRICING, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOLS, RADIOACTIVE, CARCINOGENIC, MUTACENIC, OR OTHERWISE TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOLIS, RADIOACTIVE, CARCINOGENIC, MUTACENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL ALS.C. SECTIONS 6901 ET SEO.) AND /OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEO.), ON CO, WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTACENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AUTURNITY, AGENCO, DEPARTMENT, COMMISSION, BOARD, AGENCY OR INSTRUMENTALIANTED STATES, THE STATE IN WHICH THE PREMISES ACUSES OR THREATENS TO POLITICAL SUBDIVISION THEREOF, OR (0) THE PRESENCE OF WHICH ON THE PREMISES CAUSES OR THREATENS TO POLITICAL SUBDIVISION THEREOF, OR TO ADJACENT PROPERTIES OR POSES CON THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (E) WHICH CONTAINS OR ANSTE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (E) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PERTOLEMUM HYDROARBONS, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENTIS (LEAD OR URCE FORMADEHYDE FOAM INSULATION. BIPHENYLS (POBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.
- 31. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS, DEVIATIONS OR OMISSIONS TO THESE CONSTRUCTION DRAMMAGS PRINGE TO BEGINNING CONSTRUCTION.
- IF ANY TESTING, INSPECTION OR APPROVAL REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ALLOWED TO RECEIVE ANY ASSOCIATED COSTS AND THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSURIG A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED PROCEDURES, COMPENSATION FOR ENGINEER'S AND DESIGN ENGINEER'S SERVICES AND ALL OTHER RELATED COSTS.

ADDITIONAL NOTES

----- 75.0 ----- EXISTING CONTOURS

PROPOSED STORM PIPE

PROPOSED CONTOURS

- SILT FENCE ----- PROPOSED WATER MAIN

- PROPOSED SANITARY PIPE PROPOSED RECLAIM WATER MAIN

- TYPE "0" CURB

PROPOSED SPOT GRADES

-75.0-

×-75.0

------WM------

- BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE FLORIDA STATE FLANE COORDINATE SYSTEM 1983 EAST ZONE, BASED ON GPS WITH L-NET CORRECTIONS. THE MONUMENTED SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, BEING NORTH 89'49'08" WEST.
- 2. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 19B8 AND ARE BASED ON THE FOLLOWING ORANGE COUNTY ENGINEERING DEPARTMENT'S BENCHWARKS: L653002 EL. 131.081 L1549013 EL 135.026
- 3. THE VERTICAL CONTROL ESTABLISHED FOR THE SURVEY IS BASED ON A CLOSED LEVEL LOOP, HAVING A CLOSURE ACCURACY WHICH MEETS OR EXCEEDS THAT REQUIRED BY THE STANDARDS OF PRACTICE SET FORTH IN RULE CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATURES 472.027.

LEGEND

	CONCRETE SIDEWALK
0	STORM MANHOLE
C	MITER END SECTION (4)
2	FDOT TYPE 3 INLET
	FDOT TYPE 4 INLET

STOP SIGN (R1-1)

HANDICAP ACCESSIBILITY NOTES:

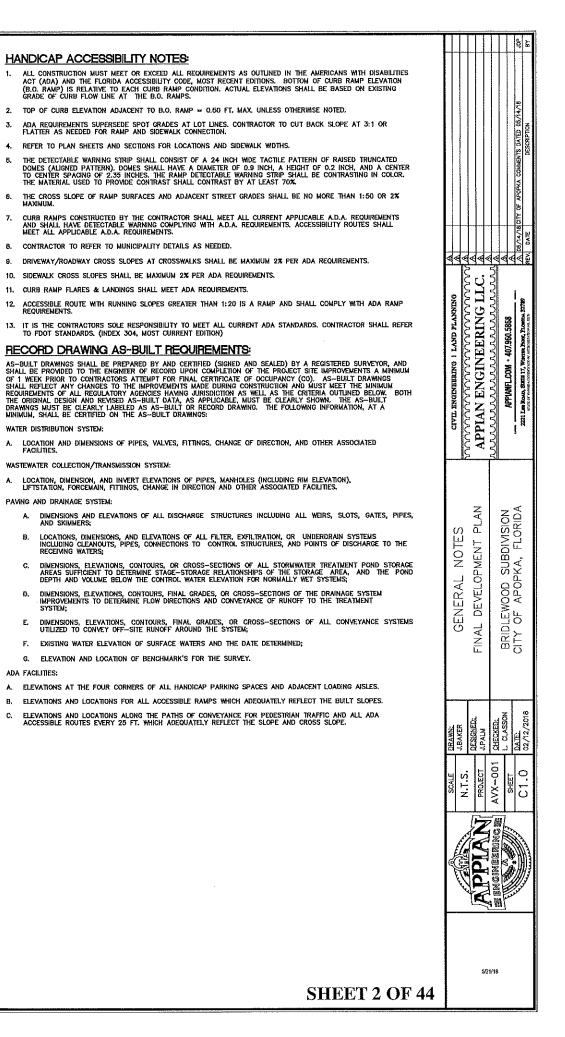
- - 8. CONTRACTOR TO REFER TO MUNICIPALITY DETAILS AS NEEDED.

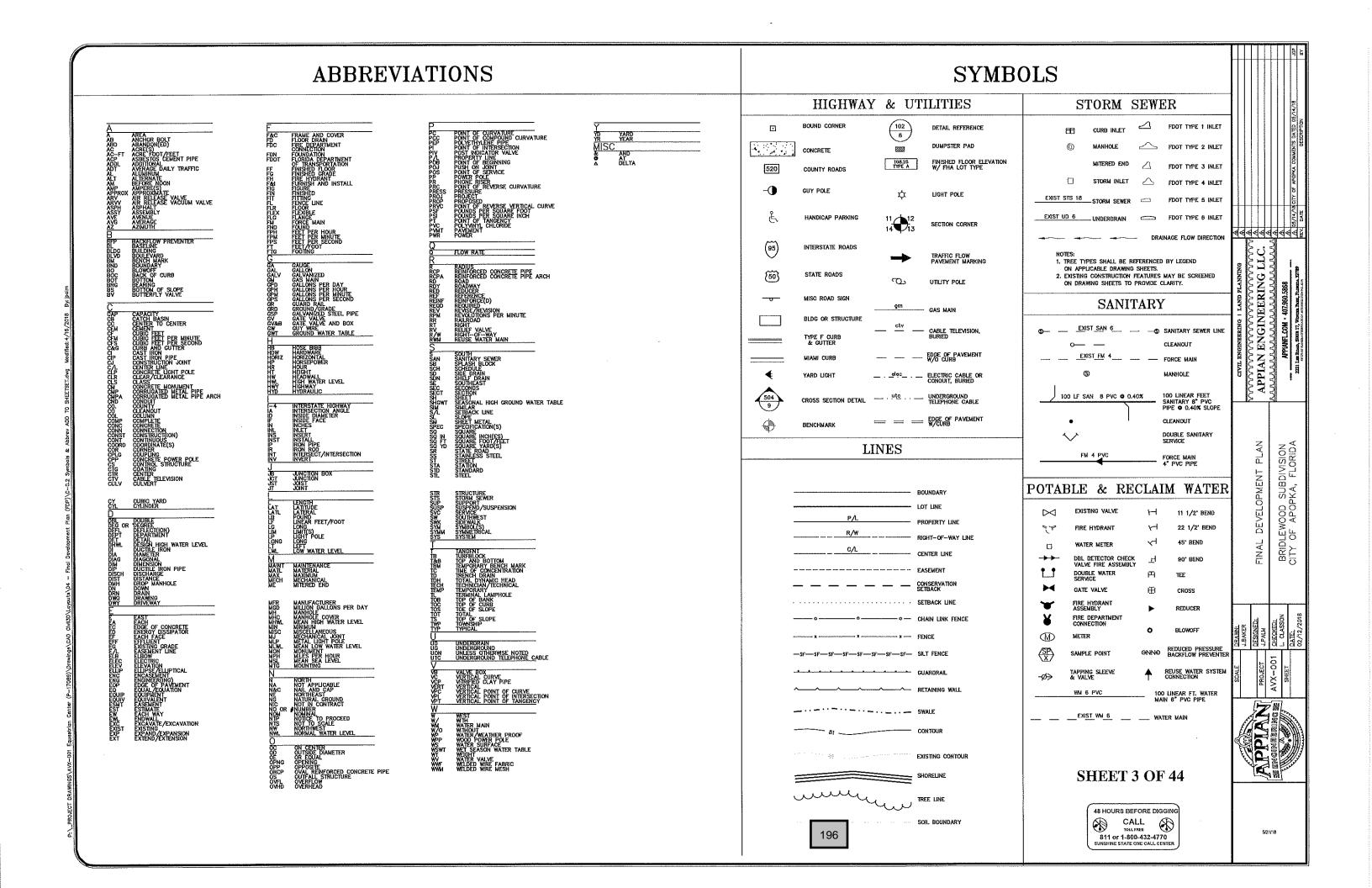
 - 10. SIDEWALK CROSS SLOPES SHALL BE MAXIMUM 2% PER ADA REQUIREMENTS.
 - 11. CURB RAMP FLARES & LANDINGS SHALL MEET ADA REQUIREMENTS.

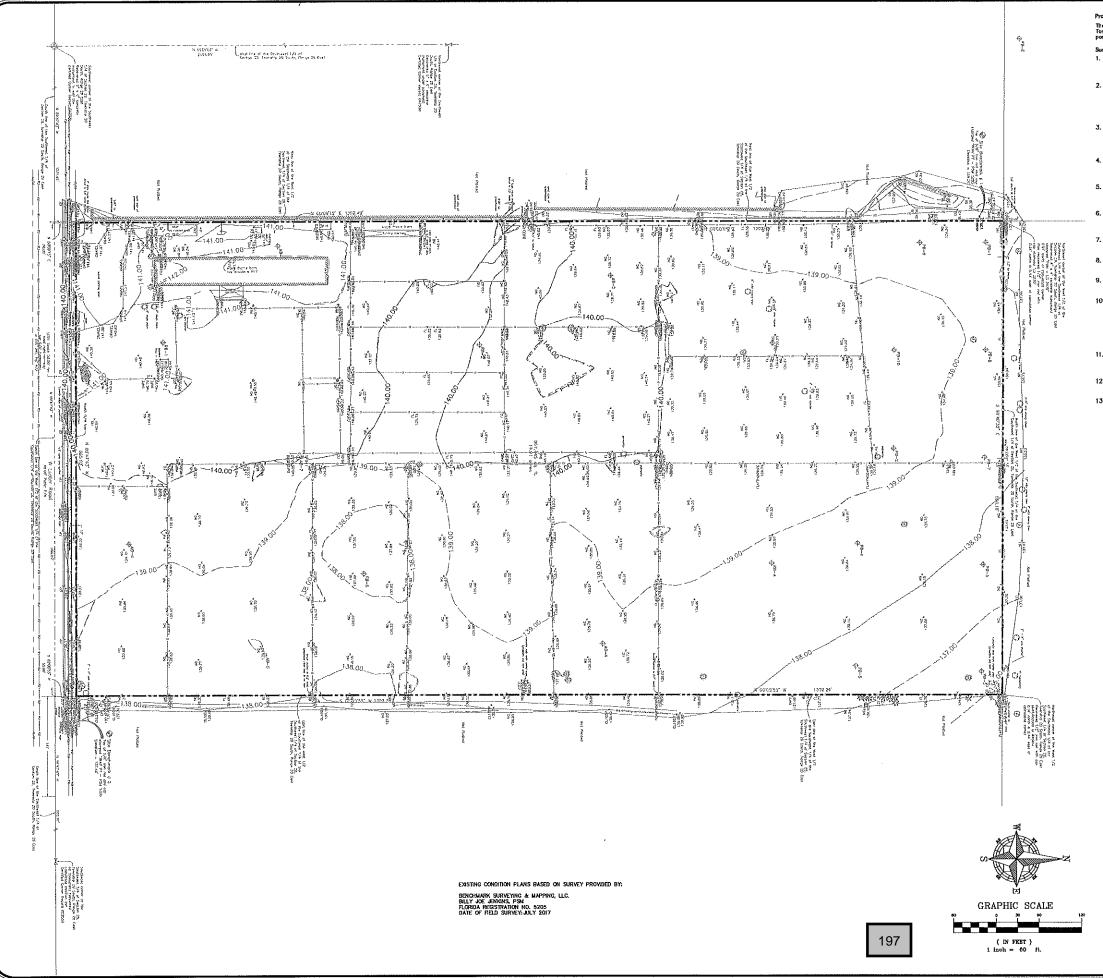
RECORD DRAWING AS-BUILT REOUREMENTS:

- WATER DISTRIBUTION SYSTEM:
- WASTEWATER COLLECTION/TRANSMISSION SYSTEM:

- PAVING AND DRAINAGE SYSTEM:
- RECEIVING WATERS;
- SYSTEM;
- - G. ELEVATION AND LOCATION OF BENCHMARK'S FOR THE SURVEY.
 - ADA FACILITIES:

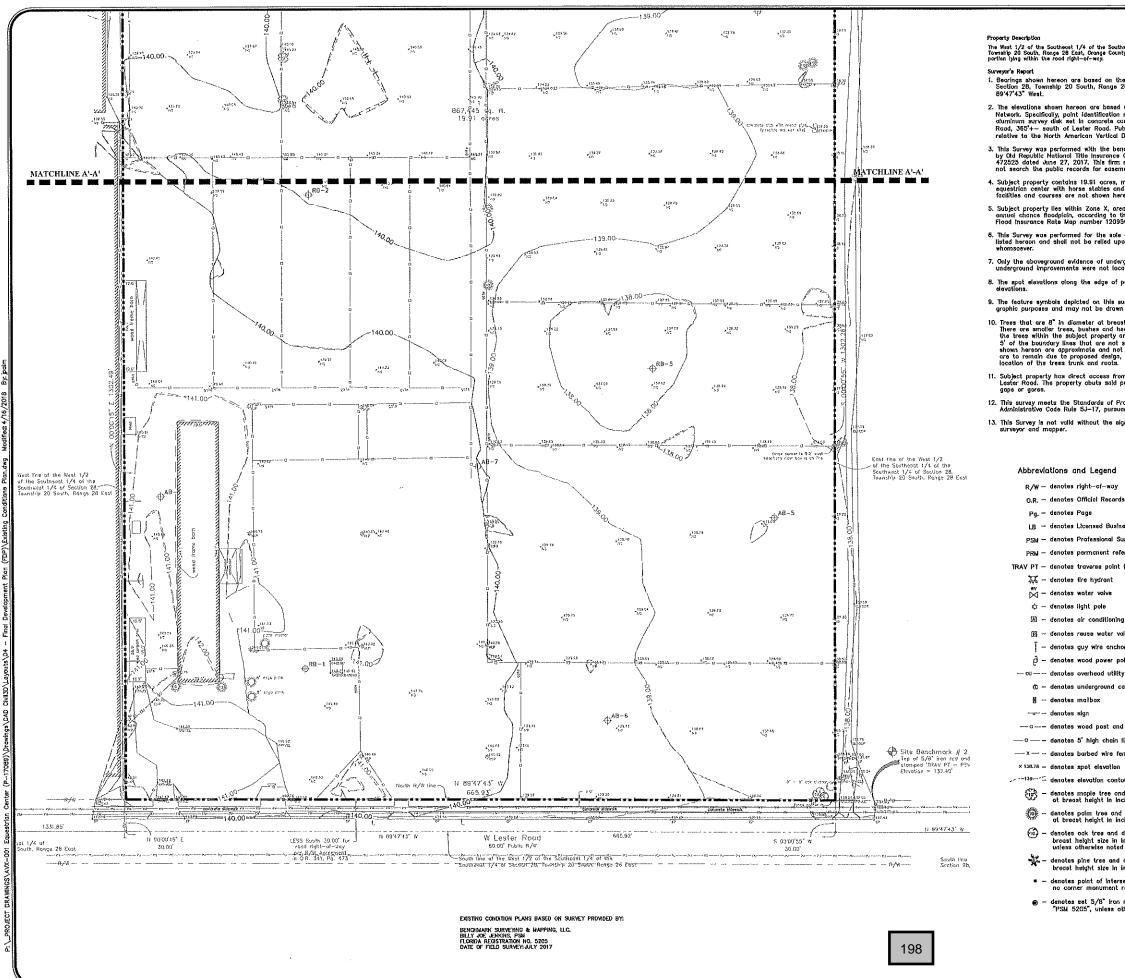




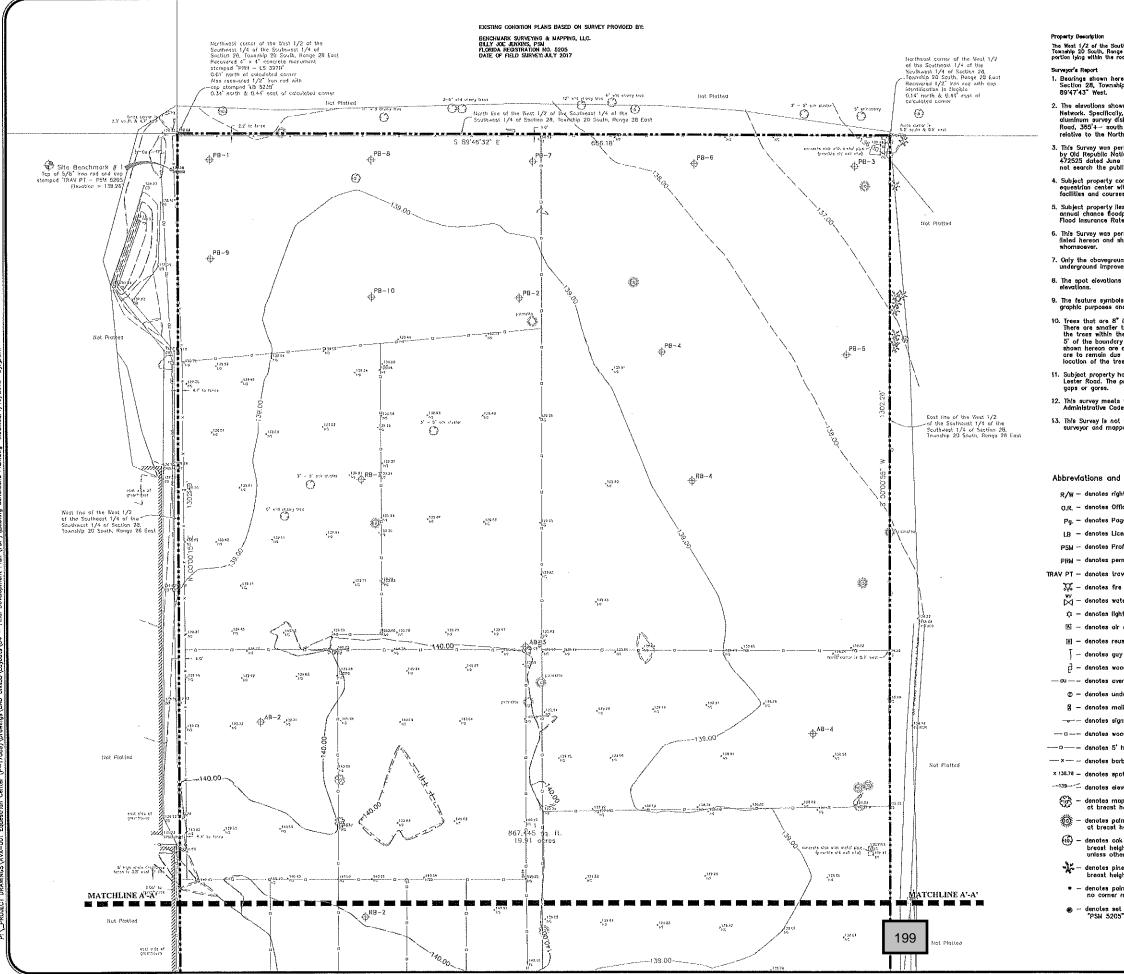


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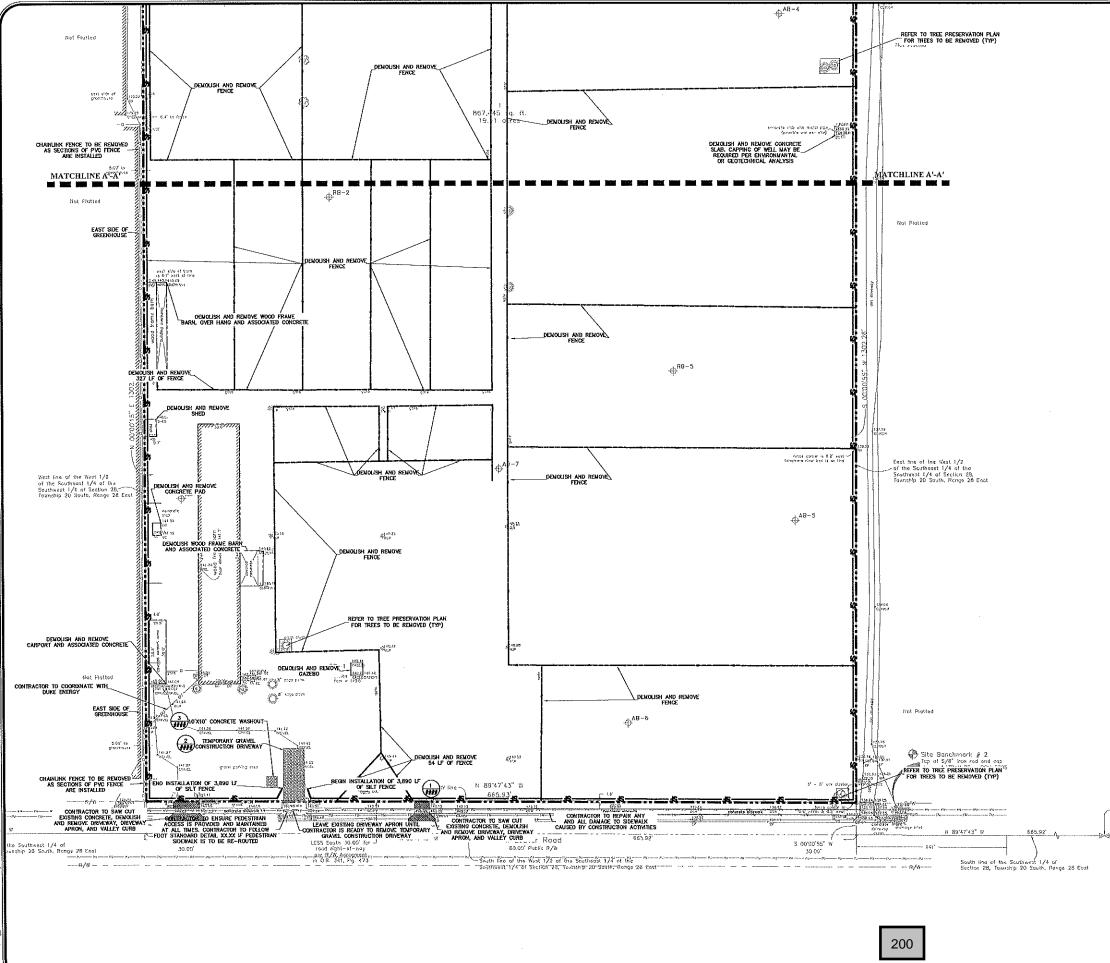
roperty Description		6
e West 1/2 of the Southeast 1/4 of the Southmest 1/4 of Section 28, ormahing 20 South, Ronge 28 East, Orange County, Floride, LESS of thet autor tying within the road right-oc-way.		
urwyar's Report . Benings shown hereon are based on the South line of the Southwest 1/4 of Section 28, Township 20 South, Range 28 East being assumed as North 18947/43 West.		/18
. The elevations shown hereon are based on Orange County Vertical Control Network. Specifically, point identification number S-137-9002, being a 3" aluminum survey disk set in concrete curb intet at the west side of Vick Road, 36574- south of Lester Road. Published elevation in 129.41 (set, relative to the North American Vertical Datum (NAVD) of 1988.		COMMENTS DATED 05/14/18
. This Survey was performed with the benefit of a title commitment prepared by Old Republic National Title Insurance Company, commitment number 472525 dated June 27, 2017. This firm relied on said commitment and did not search the public records for easements or restrictions of record.		
. Subject property contains 19.91 acres, more or less and is currently a equestrian center with horse stables and training facilities. The training facilities and courses are not shown hereon.		OF APOPKA
. Subject property lies within Zone X, area determined to be outside the 0.2% annual chance floodplain, according to the National Flood Insurance Program, Flood Insurance Rate Map number 12095C0110F, dated September 25, 2009.		05/14/18 CITY
. This Survey was performed for the sole and exclusive benefit of the entitles listed hereen and shall not be relied upon by any other entity or individual whomsoever.	ৰৰৰ্বৰৰ	
. Only the aboveground evidence of underground utilities are shown, underground improvements were not located.	နိုင္ခ	3.
. The spot elevations along the edge of pavement/curb are edge of pavement elevations.		
. The feature symbols depicted on this survey and in the legend are shown for graphic purposes and may not be drawn to scale.	ξŽ	2 888 1
0. Trees that are 8 th in diameter at breast height and larger are shown hereon. There are smaller trees, bushes on hedges that are not shown hereon. Only the trees within the subject property are shown, there may be trees within 5 th of the boundary lines that are not shown. The location of the trees shown hereon are approximate and not intended for design purposes. If trees are to remain due to proposed design, we recommend a more accurate location of the trees trunk and roots.	CIVIL ENGINEERING LAND FLANDING WYNNNNNNNNNNNNNNNNN APPIAN ENGINEERING LLC.	AJANANANANANANANANANANANANANANANANANANA
 Subject property has direct access from a public right of way normed W Lester Read. The property abuts sold public right of way with no overlaps gaps or gares. 	N EN	APPIANE
 This survey meets the Standards of Practice set forth in Florida Administrative Code Rule 53–17, pursuant to Florida Statute Chapter 472. 	PIA CIT	
 This Survey is not valid without the signature and seal of a Florida licensed surveyor and mapper. 	AP 25	3
Abbreviations and Legend		<u> </u>
R/W – denotes right-of-way O.R. – denotes Official Records Book		
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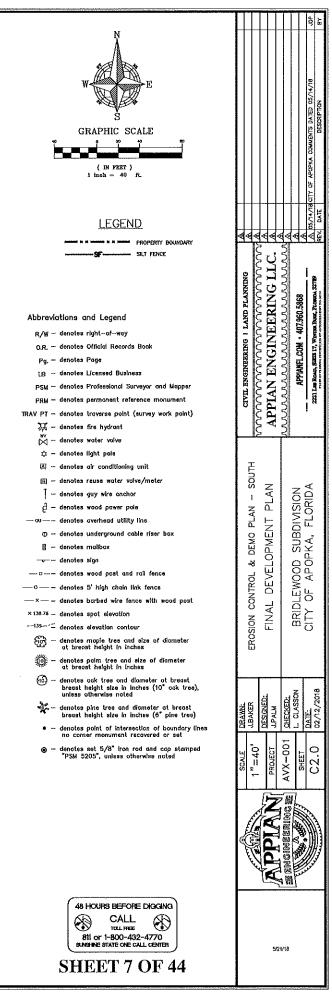
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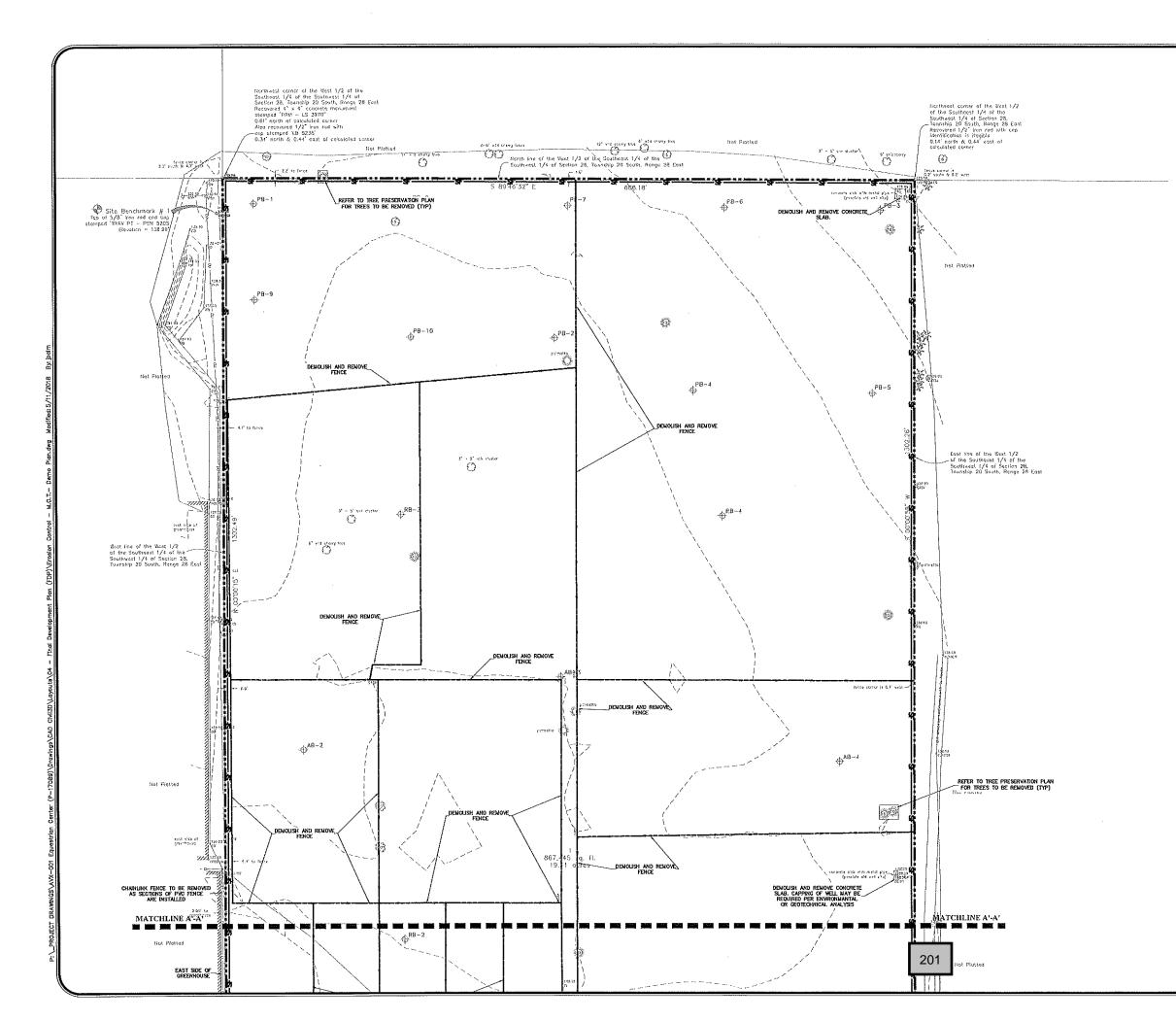
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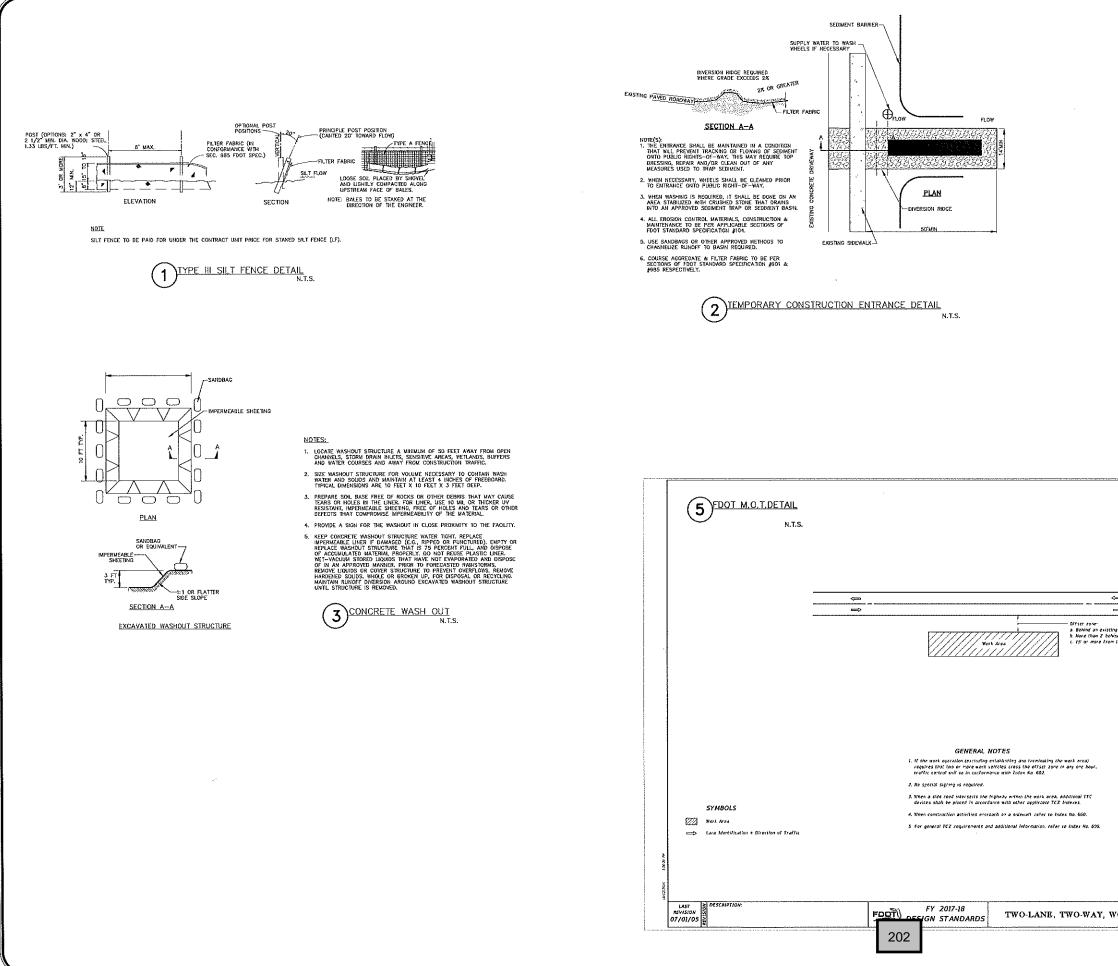
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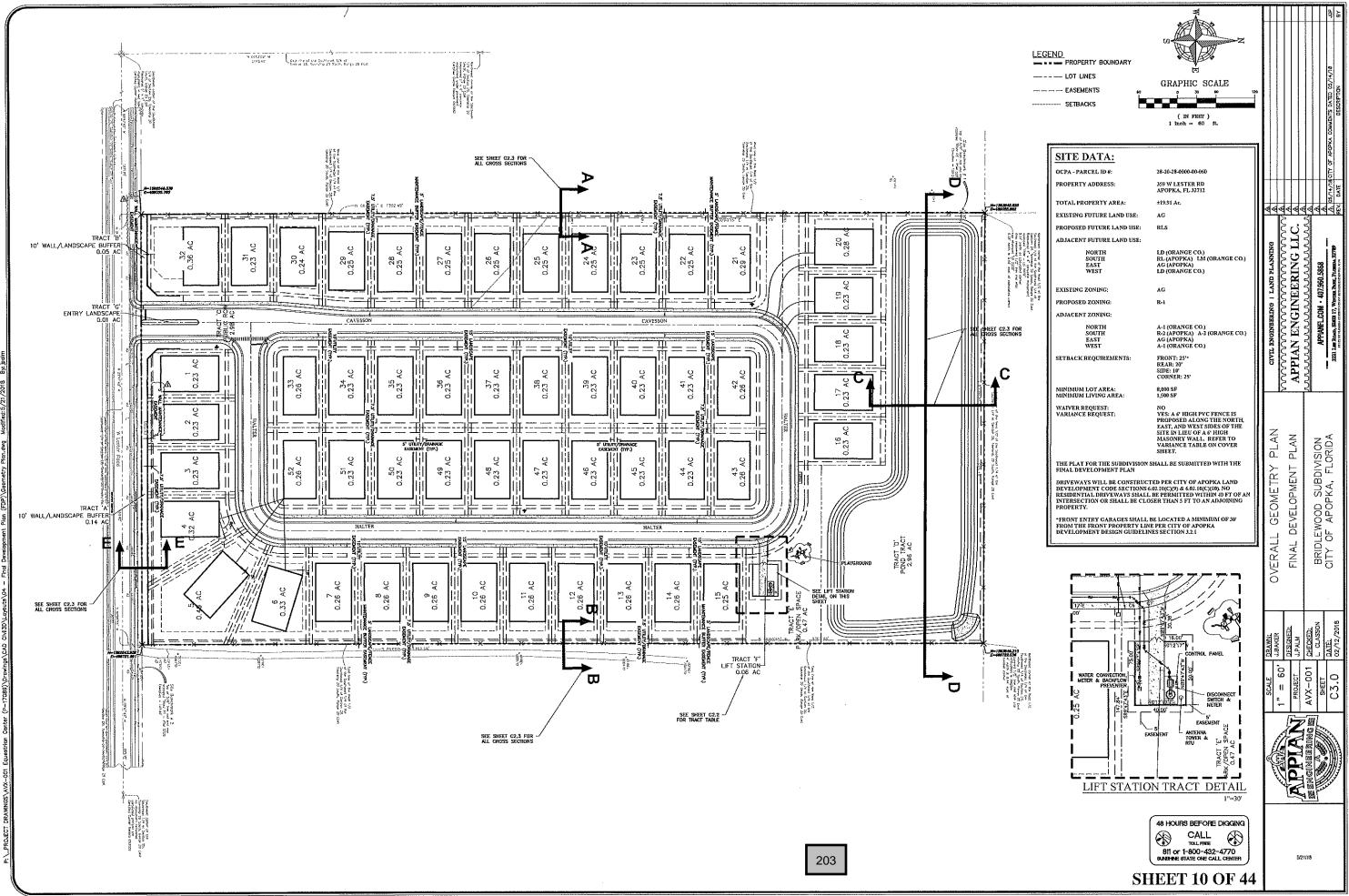
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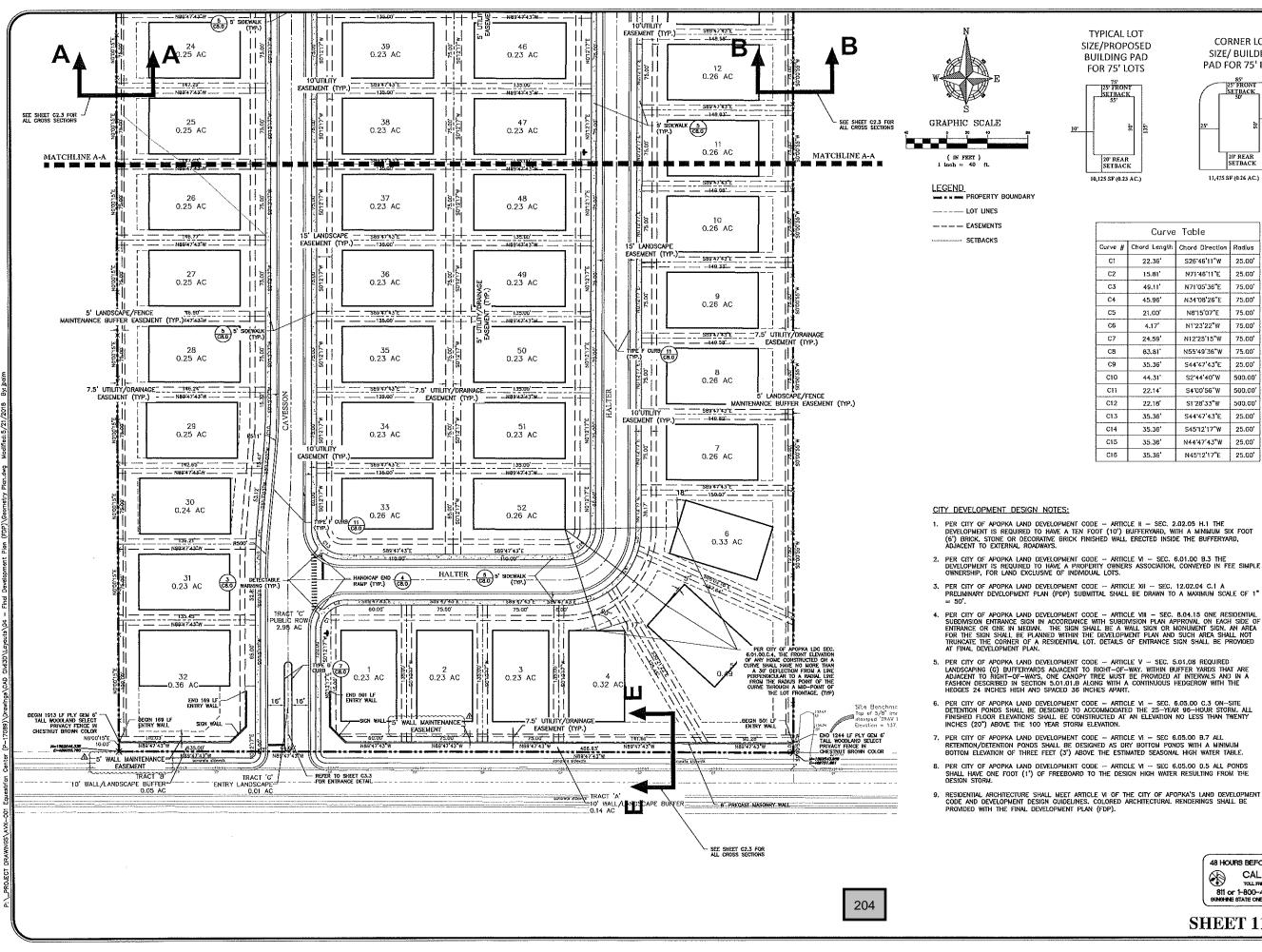


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48 HOURS BEFORE DROGING CALL TOLINAE 811 or 1-800-432-4770 SINGINE STATE ONE CALL CENTER SHEET 8 OF 44	SZ1/18	



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48 HOURS BEFORE DIGGING

RESIDENTIAL ARCHITECTURE SHALL MEET ARTICLE VI OF THE CITY OF APOPKA'S LAND DEVELOPMENT CODE AND DEVELOPMENT DESIGN GUIDELINES. COLORED ARCHITECTURAL RENDERINGS SHALL BE PROVIDED WITH THE FINAL DEVELOPMENT PLAN (FDP).

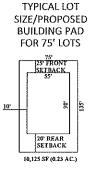
6. PER CITY OF APOPKA LAND DEVELOPMENT CODE - ARTICLE VI - SEC. 5.05.00 C.3 ON-SITE DETENTION PONDS SHALL BE DESIGNED TO ACCOMMODATED THE 25-YEAR 96-HOUR STORM. ALL FINISHED FLOOR ELEVATIONS SHALL BE CONSTRUCTED AT AN ELEVATION NO LESS THAN TWENTY INCHES (20[°]) ABOVE THE 100 YEAR STORM ELEVATION.

5. PER CITY OF APOPKA LAND DEVELOPMENT CODE -- ARTICLE V -- SEC. 5.01.08 REQUIRED LANDSCAPING (G) BUFFERYARDS ADJACENT TO RIGHT-OF-WAY, WITHIN BUFFER YARDS THAT ARE ADJACENT TO RIGHT-OF-WAYS, ONE CANOPY TREE MUST BE PROMDED AT INTERVALS AND IN A FASHION DESCRIBED IN SECTION 5.01.01.01 ALONG WITH A CONTINUOUS HEDGEROW WITH THE

3. PER CITY OF APOPKA LAND DEVELOPMENT CODE — ARTICLE XII — SEC. 12.02.04 C.1 A PRELIMINARY DEVELOPMENT PLAN (PDP) SUBMITTAL SHALL BE DRAWN TO A MAXIMUM SCALE OF 1" = 50'.

PER CRY OF APOPKA LAND DEVELOPMENT CODE - ARTICLE VI - SEC. 6.01.00 B.3 THE DEVELOPMENT IS REQUIRED TO HAVE A PROPERTY OWNERS ASSOCIATION, CONVEYED IN FEE SIMPLE OWNERSHIP, FOR LAND EXCLUSIVE OF INDIVIDUAL LOTS.

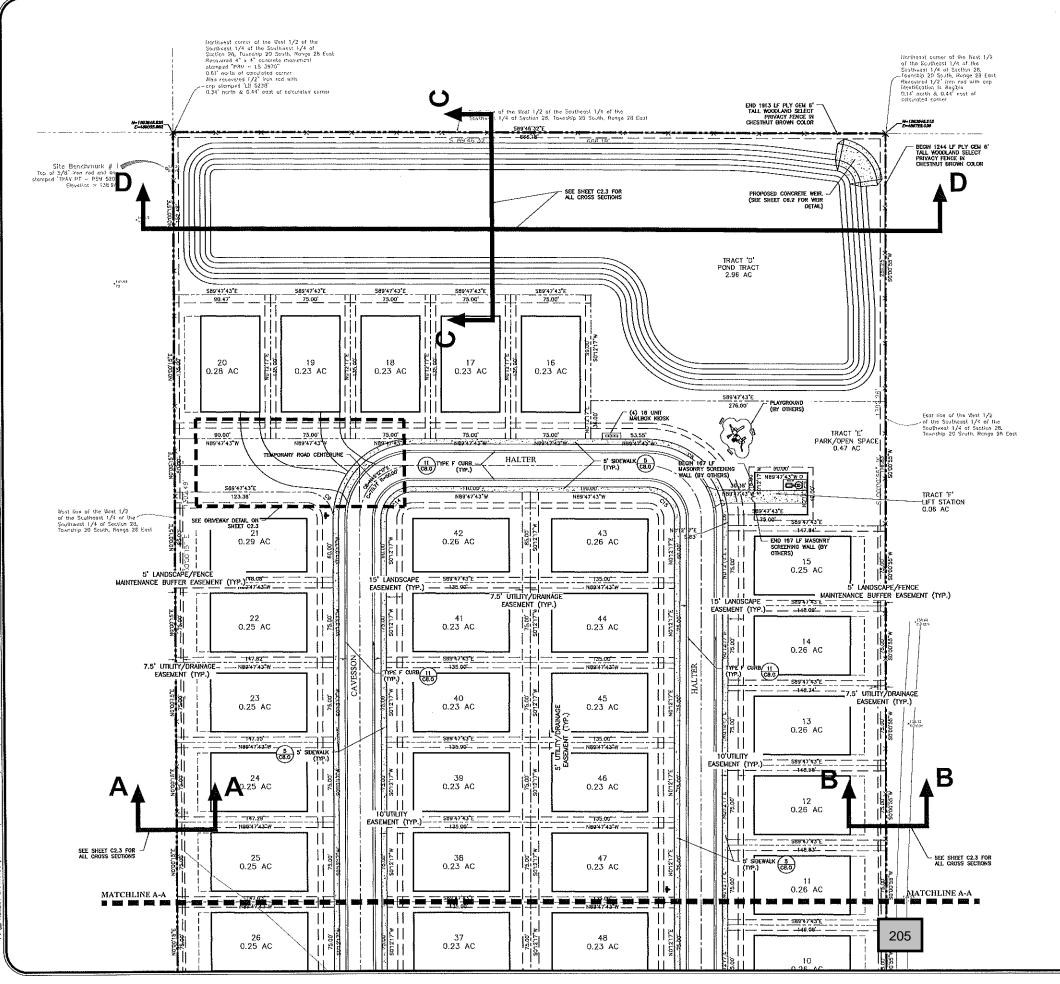
Curve Table						
Curve #	Chord Length	Chord Direction	Radius			
C1	22.36'	526'46'11"W	25.00'			
C2	15.81'	N71"46'11"E	25.00'			
C3	49.11'	N71'05'36 E	75.00			
C4	45.96'	N34'08'26"E	75.00'			
C5	21.00'	N8'15'07"E	75.00'			
C6	4.17'	N1'23'22"W	75.00'			
C7	24.59'	N12'25'15"W	75.00'			
C8	83.81	N55'49'36"W	75.00'			
C9	35.36'	S44*47'43"E	25.00'			
C10	44.31'	S2*44'40″W	500.00*			
C11	22.14	S4'00'56"W	500.00'			
C12	22.18'	S1'28'33"W	500.00'			
C13	35.36'	S44'47'43"E	25.00'			
C14	35.36'	S45'12'17"W	25.00'			
C15	35.36'	N44*47'43"W	25.00'			
C16	35.36'	N45'12'17"E	25.00'			





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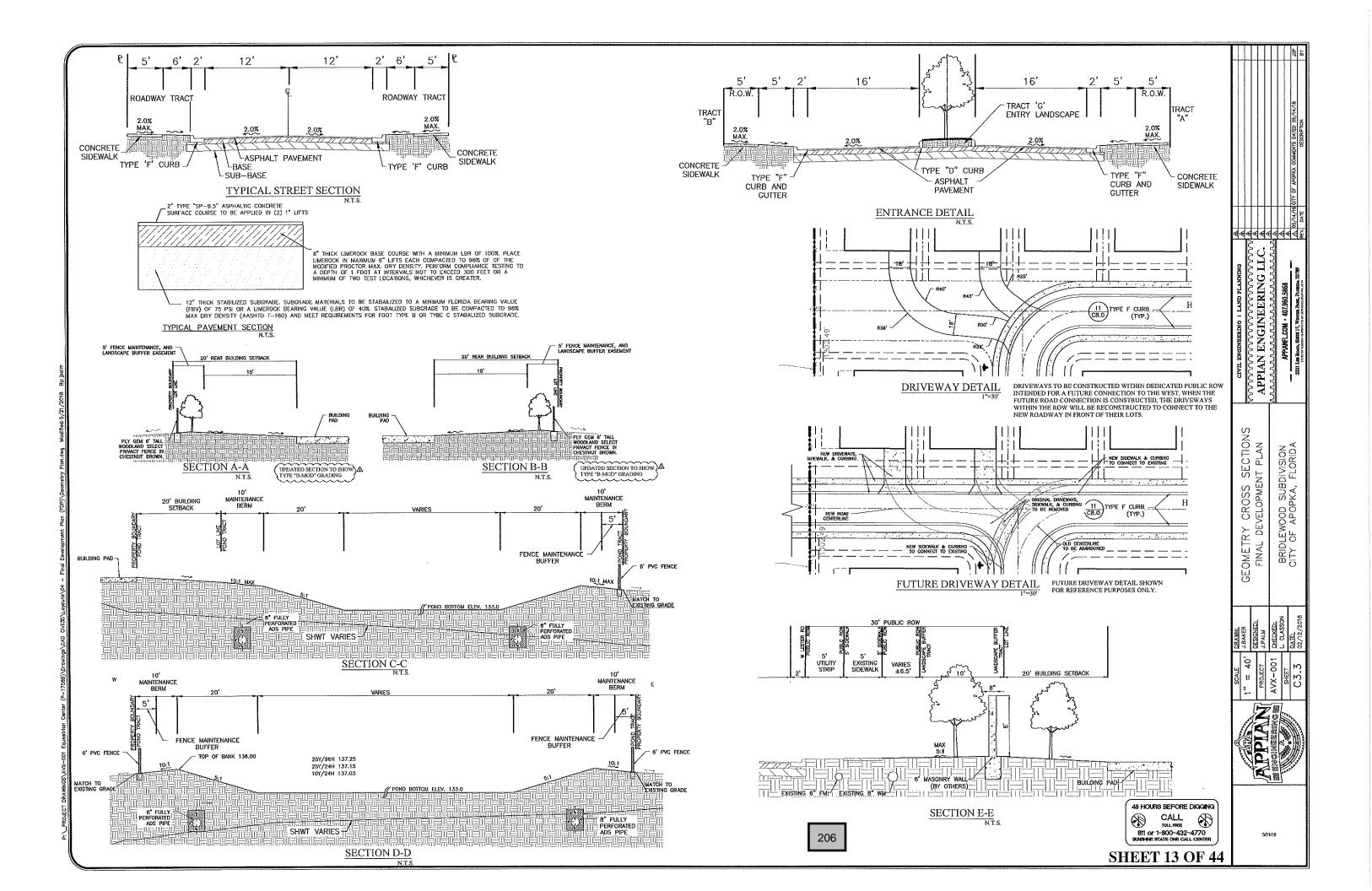
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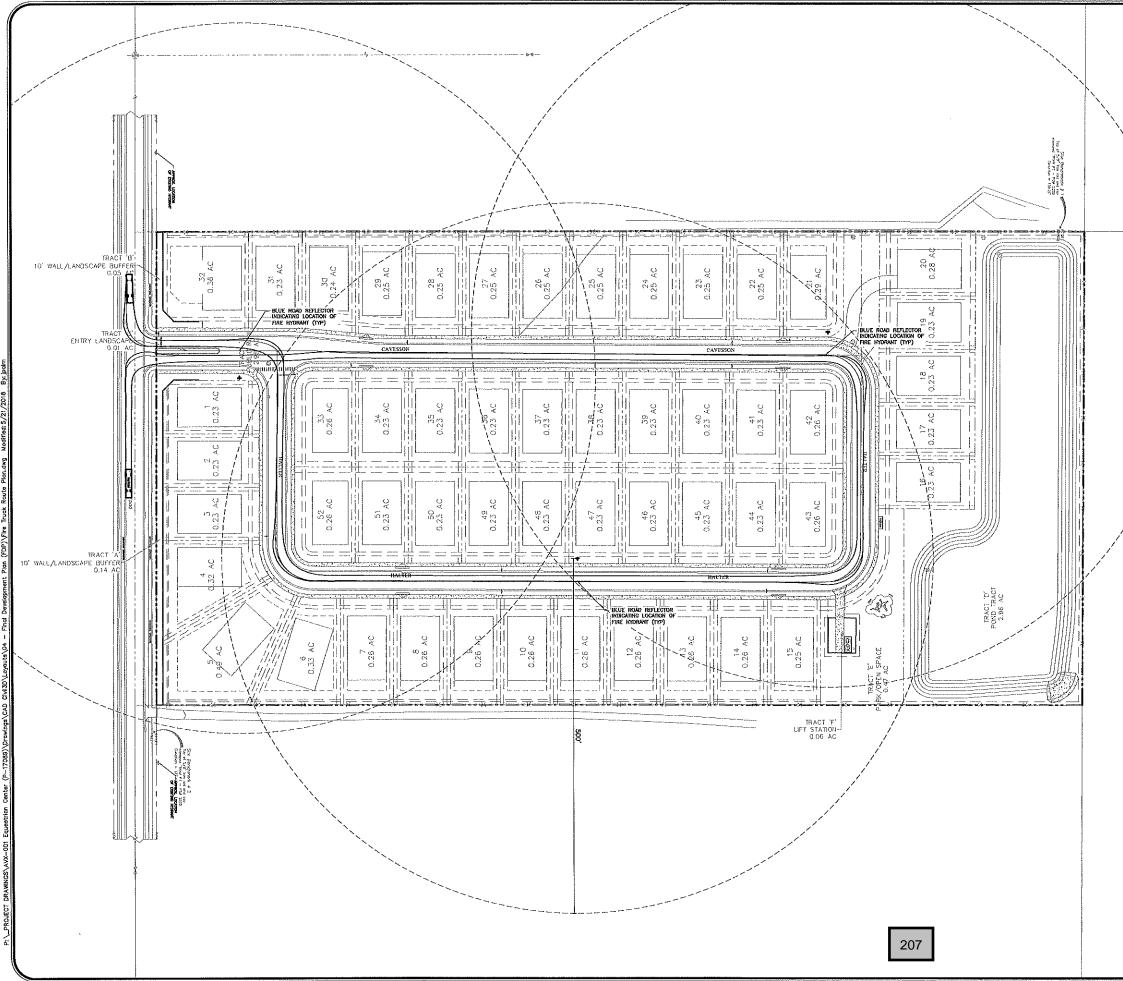
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TRACT 'F'	UFT STATION	0.47 AC	-	CITY	T	ξ	B	51	ñ	E Bu
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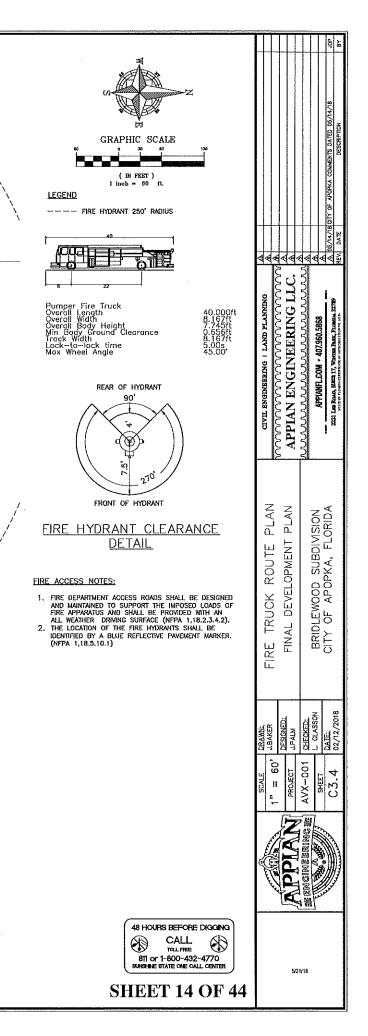
48 HOURS BEFORE DIGGING 811 or 1-800-432-4770 SUNAHINE BIATE ONE CALL CENTER

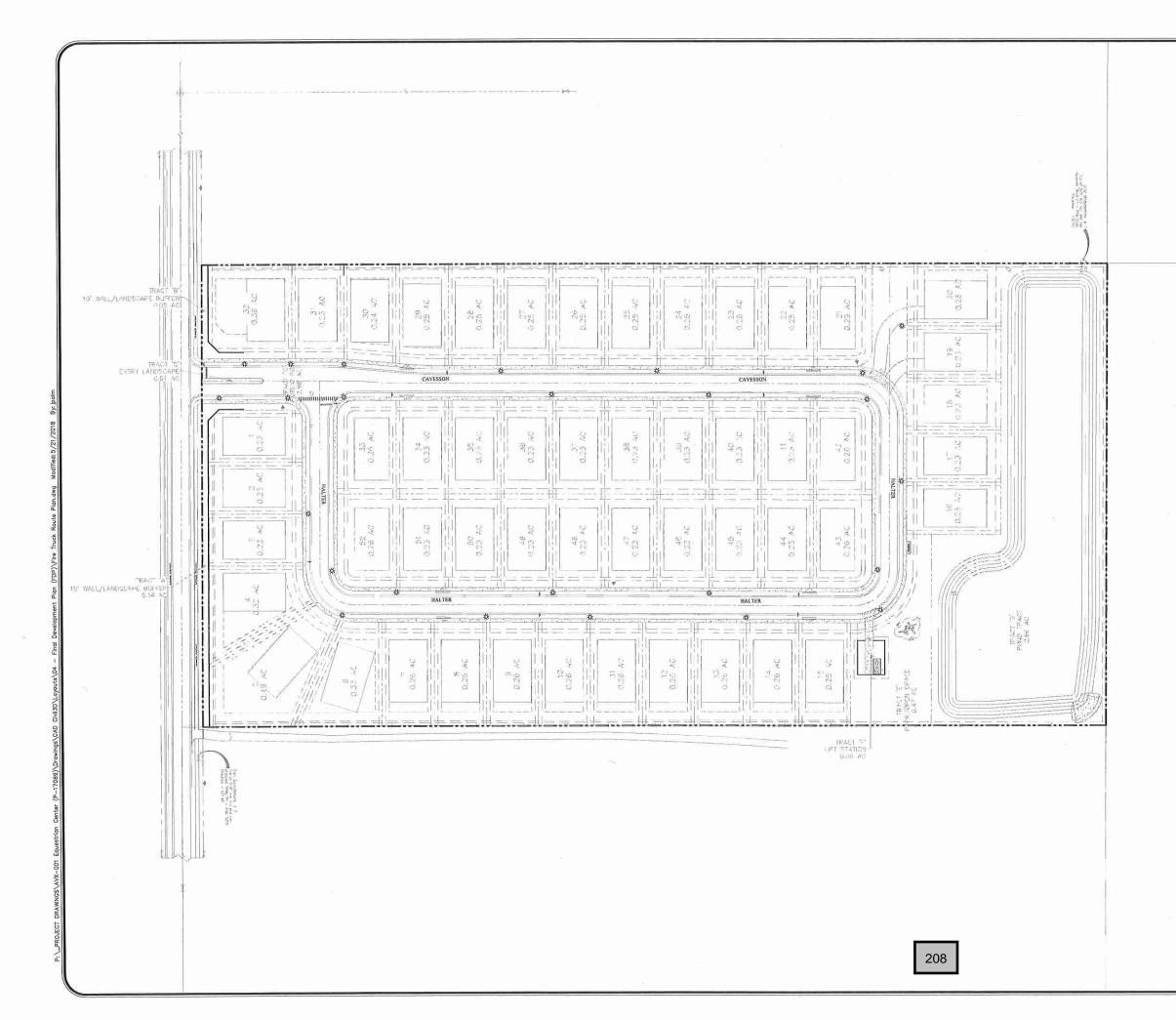
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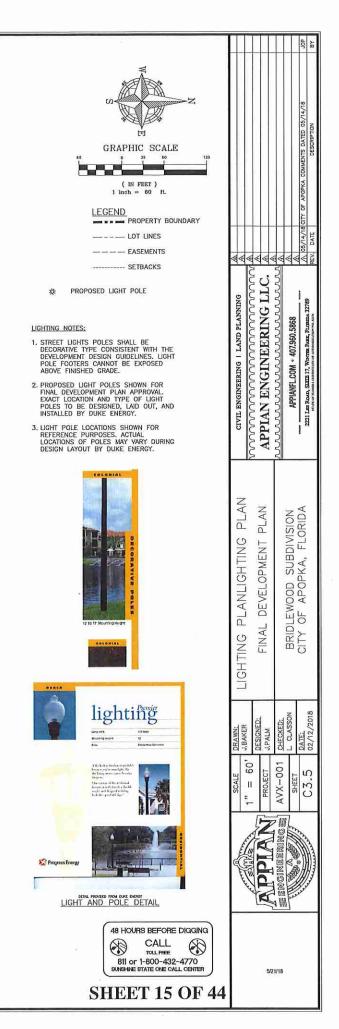
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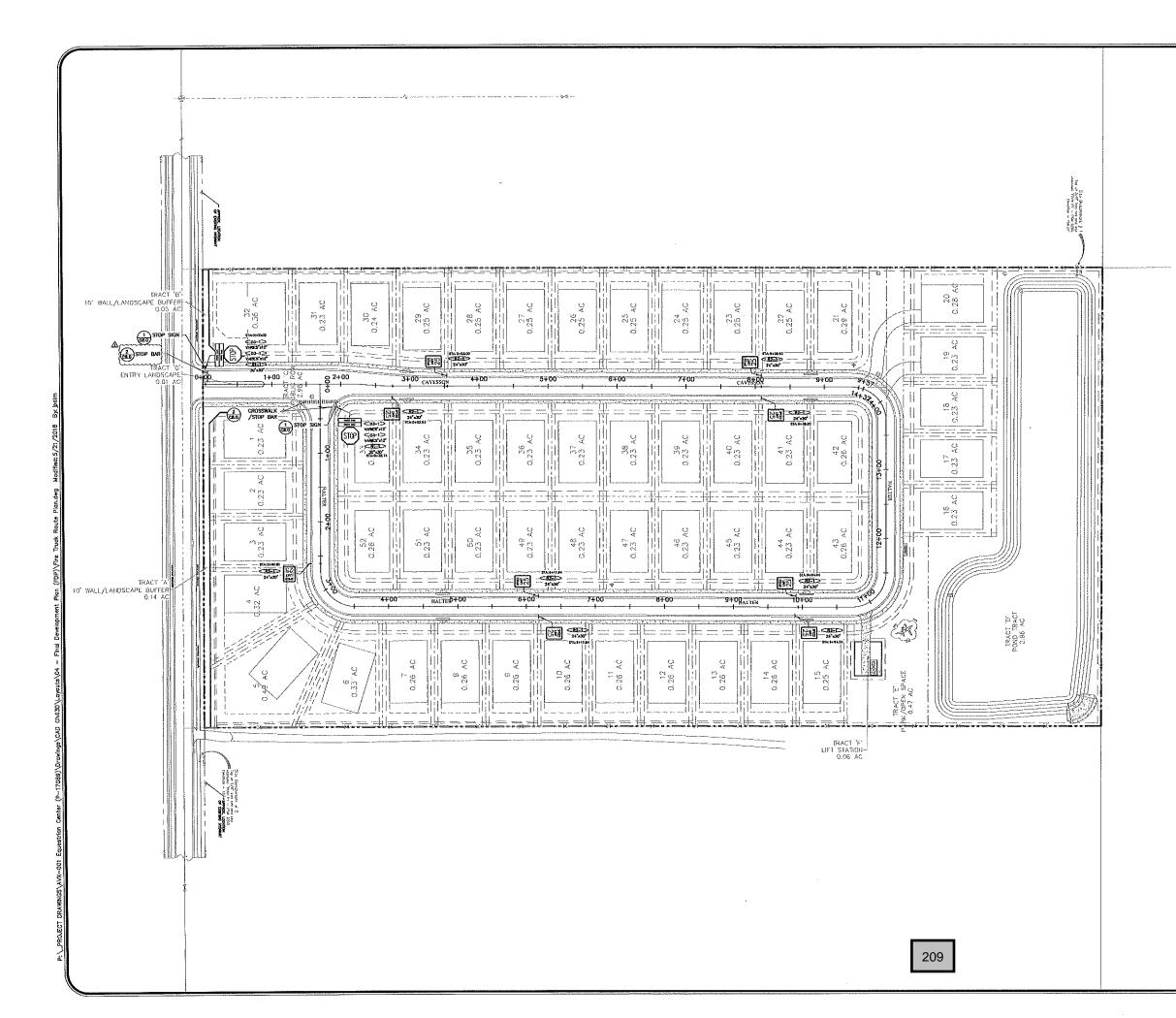


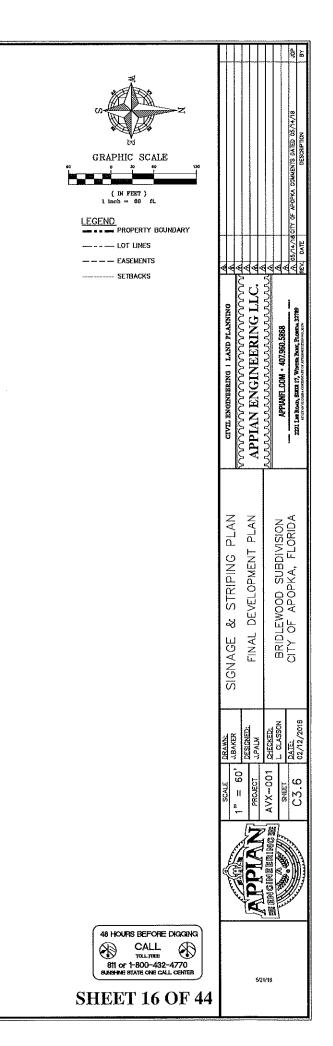












GENERAL UTILITY NOTES:

- BACTERIOLOGICAL TESTS WITH CHLORINE RESIDUALS INDICATED (TAKEN ON TWO CONSECUTIVE DAYS) SHALL BE CONDUCTED AT EACH POTABLE WATER METER FOR EVERY BUILDING, AT EVERY WET-TAP CONNECTION AND EVERY LOCATION INDICATED WITHIN THESE PLANS, RESULTS OF THE BACTERIOLOGICAL TESTS SHALL BE PROVIDED TO THE ENGINEER OF RECORD IMMEDIATELY UPON COMPLETION. BACTERIOLOGICAL TEST RESULTS SHALL BE CONSIDERED UNACCEPTABLE IF THE TESTS WERE COMPLETED MORE THAN 30 DAYS BEFORE THE 1. ENGINEER RECEIVED THE RESULTS.
- 2. ALL WATERMAINS SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINISHED GRADE.
- 3. ALL WATERMAINS AND FIRELINES PIPES SHALL BE RESTRAINED VIA MECHANICAL JOINTS.
- WATER MAIN PVC PIPES LESS THAN 4 INCHES MUST CONFORM TO THE SPECIFICATIONS OF ASTM 1785 (SCHEDULE 40, 80, 120) OR ASTM 2241 SDR21 AND MUST BEAR THE NSF LOGO ON EACH INSTALLED LENGTH.
- UNDERGROUND MARKING TAPE FOR ALL SANITARY FORCEMAINS SHALL BE INSTALLED 4 TO 8 INCHES BELOW THE FINISHED GRADE SURFACE DIRECTLY OVER THE PIPELINE. MARKER TAPE SHALL BE MADE OF AN INERT POLYETHYLENE MATERIAL HAVING A MINIMUM THICKNESS OF 4 MILS AND BE COLOR CODED "SAFETY GREEN".
- CONTRACTOR SHALL CONDUCT AND PROVIDE RESULTS IMMEDIATELY TO THE ENGINEER OF RECORD FOR PRESSURE AND LEAKAGE TESTS ON THE FORCE MAIN TRUNK LINE ONCE THE PRESSURE SEWER HAS BEEN INSTALLED AND PARTLY BACKFILLED, FINAL BACKFILL AND COMPACTION SHALL NOT COMMENCE UNTIL APPROVAL OF THE PRESSURE AND LEAKAGE TESTS HAS BEEN PROVIDED BY THE ENGINEER OF RECORD.
- 7. FOLLOWING SATISFACTORY PRESSURE TEST RESULTS, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM APPROPRIATE AGENCIES PRIOR TO PLACING THE SYSTEM INTO SERVICE.
- FIRE HYDRANTS SHALL BE PLACED A MINIMUM OF 3 FT. AND A MAXIMUM OF 5 FT. FROM THE CURB OR PAVED ROAD SURFACE UNLESS OTHERMISE APPROVED. NO FENCE, TREE, POST, SHRUB, OR OTHER OBJECT WHICH COULD BLOCK THE HYDRANT FROM NORMAL VIEW OR OBSTRUCT THE HYDRANT'S USE SHALL BE LOCATED WITHIN FOUR (4) FEET OF THE HYDRANT. THE FOUR-AND-ONE-HALF INCH (4-1/2') LARGE VOLUME CONNECTION SHALL FACE THE NEAREST ROADWAY. THE CENTER OF THE STEAMER PORT SHALL BE 18 INCHES MINIMUM AND 24 INCHES MAXIMUM ABOVE FINISHED GRADE. 8.
- ALL FIRE HYDRANT LEADS SHALL HAVE AN INSIDE DIAMETER OF AT LEAST SIX INCHES AND INCLUDE AUXILARY VALVES. 9.
- 10. WHEN NECESSARY, DEWATERING SHALL BE PROVIDED TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW MAIN BEING LAID.
- 11. ALL UTILITIES SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COOUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- 12. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO ORANGE COUNTY UTILITIES WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T-180 MODIFIED PROCTOR TEST.
- 13. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 12 INCHES ABOVE THE PIPE AND AT 12 INCHES VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
- 14. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND.
- 15. ALL WATER VALVES, INCLUDING CONCRETE COLLAR (WITH DEBRIS CAP), SHALL BE ADJUSTED TO FINISHED GRADE AND THE VALVE BOX LID, PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
- 16. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES WITHOUT ORANGE COUNTY UTILITIES INSPECTOR PRESENT.
- 17. ALL WATER MAINS SHALL BE NSF-APPROVED FOR POTABLE WATER USE.
- 18. PIPE USED IN WATER DISTRIBUTION SYSTEMS SHALL BE EITHER POLYVINYL CHLORIDE (PVC), OR DUCTILE IRON PIPE (DIP).

(d) ALL <u>PVC</u> <u>PIPE</u> OF NOMINAL DIAMETER FOUR (4) INCHES THROUGH TWELVE (12) INCHES SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900, LATEST EDITION. THE PVC PIPE SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 150PSI AND SHALL HAVE A DIMENSION RATIO (DR) OF 18. (b) ALL <u>DUCTLE IRON PIPE</u> SHALL BE MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA A21.51/C151 AND HAVE A MINIMUM 350 PRESSURE CLASS RATING

19. PIPE USED IN GRAVITY SEWER CONSTRUCTION SHALL BE POLYVNYL CHLORIDE (PVC) OR DUCTILE IRON PIPE WHERE REFERENCE IS MADE TO AN ASTM, ANSI, OR AASHTO DESIGNATION, IT SHALL BE THE LATEST

(d) <u>PVC_GRAMITY SEVER PIPE</u> (4 INCH - 15 INCH), ASTM D3034, SDR 35 - UNIFORM MINIMUM "PIPE STIFFNESS" AT FIVE (5) PERCENT DEFLECTION SHALL BE 46PSI. THE JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. APPLICABLE UNI-BELL FLASTIC PIPE ASSOCIATION STANDARD IS UNI-B-4. ALL PVC PIPE SHALL BEART THE NSF-DW SEAL AND BE GREEN IN OVERALL COLOR. THE MINIMUM STANDARD LENGTH OF PIPE SHALL BE THIRTEEN (13) FEET. AND BE GREEN IN OVERALL COLOR. THE MINIMUM STANDARD LENGTH OF PIPE SHALL BE THIRTEEN (13) FEET. (b) <u>DUCTILE IRON_PIPE</u>, SHALL CONFORM TO ANSI/AWWA A21.51/CI51, CLASS THICKNESS DESIGNED PER ANSI/AWWA A21.50/CI50, WITH MECHANICAL OR PUSH ON JOINTS. AN INTERIOR PROTECTIVE LINING OF COAL TAR EPOXY SHALL BE PROVIDED WITH A MINIMUM DRY THICKNESS OF 30 MILS. DUCTILE IRON GRAVITY SEWERS, WHERE REQUIRED BY ORANGE COUNTY UTILITIES BASED ON GEOTECHNICAL INVESTIGATIONS, SHALL BE WRAPPED WITH POLYETHYLENE FILM, AWWA C105, SEE APPENDIX C. THE MINIMUM STANDARD LENGTH OF PIPE SHALL BE ICULIEEN (04) DEFT EIGHTEEN (18) FEET.

ADDITIONAL NOTES

- ALL EXISTING UTILITIES MUST BE FIELD VERIFIED AT ALL POINTS OF CONNECTION TO, AND AT ALL AREAS OF CONFLICT WITH PROPOSED UTILITIES, CONTRACTOR MUST NOTIFY ENGINEER OF RECORD IF A DISCREPANCY IS FOUND. 1.
- ALL UTILITIES (INCLUDING PUMP STATION IF APPLICABLE) LOCATED OUTSIDE PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED. 2,

WATER SYSTEM TESTING REQUIREMENTS:

- 1. THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL WATER DISTRIBUTION SYSTEMS, AS SET FORTH IN THE FOLLOWING AND SHALL CONDUCT SAID TESTS IN THE PRESENCE OF REPRESENTATIVES FROM ORANGE COUNTY UTILITIES AND/OR OTHER AUTHORIZED AGENCIES. THE CONTRACTOR SHALL PROVIDE 48 HOURS ADVANCED NOTICE PRIOR TO TESTING OF THE WATER DISTRIBUTION SYSTEM.
- TESTING REQUIRED BY ORANGE COUNTY UTILITIES SHALL BE PAID FOR BY THE DEVELOPER /
- 3. ALL PROPOSED WATER MAINS SHALL BE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
- 4. PRIOR TO HYDROSTATIC TESTING A PRELIMINARY FLUSHING SHALL BE REQUIRED THROUGH FULL DIAMETER FLUSHING OR SWABBING. PRELIMINARY FLUSHING/SWABBING SHALL BE PERFORMED PER AWWA C651 STANDARD "DISINFECTING WATER MAINS". ALL PIPING SHALL BE THOROUGHLY CLEANED AND FLUSHED PRIOR TO TESTING TO CLEAR THE UNES OF ALL FOREIGN MATTER. WHILE THE PIPING IS BEING FULLED WITH WATER, CARE SHALL BE EXERCISED TO PERMIT THE ESCAPE OF AIR FROM EXTREMITIES ALONG THE TEST SECTION
- 5. HYDROSTATIC TESTING SHALL CONSIST OF PRESSURE TEST AND LEAKAGE TEST, PIPING AND APPURTENANCES TO BE TESTED SHALL BE WITHIN SECTIONS BETWEEN VALVES, NOT EXCEEDING 2,000 FEET, UNLESS ALTERNATE METHODS HAVE RECEIVED PRIOR APPROVAL FROM ORANGE COUNTY UTILITIES. TESTING SHALL NOT PROCEED UNTIL CONCRETE THRUST BLOCKS ARE IN PLACE AND CURED, OR OTHER RESTRAINING DEVICES INSTALLED
- 6 HYDROSTATIC TESTING SHALL BE PERFORMED AT 150 POUNDS PER SOLIARE INCH PRESSURE. UNLESS OTHERWISE APPROVED BY ORANGE COUNTY UTILITIES, FOR A PERIOD OF NOT LESS THAN TWO (2) HOURS.
- 7. THE ALLOWABLE RATE OF LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR DETERMINED BY THE FOLLOWING FORMULA:

100 - 100	<u>;D*√F</u> 48,000	WHERE: L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR S = LENGTH OF PIPE TESTED, IN FEET D = NOMINAL DIAMETER OF PIPE, IN INCHES P = AVERAGE TEST FRESSURE DURING THE LEAKAGE TEST,
		P = AVERAGE IEST PRESSURE DURING THE LEARAGE TEST, IN POUNDS PER SQUARE INCH (GAUGE)

8. SHOULD THE TEST FAIL, NECESSARY REPAIRS SHALL BE ACCOMPLISHED BY THE CONTRACTOR AND THE TEST REPEATED UNTIL, WITHIN PASSING LIMITS. THE CONTRACTOR SHALL FURNISH ALL THE NECESSARY LABOR, PUMPS, GAUGES AND ALL OTHER TIEMS NECESSARY TO CONDUCT THE REQUIRED WATER DISTRIBUTION SYSTEM AND PERFORM NECESSARY REPAIRS.

SEWER SYSTEM TESTING REQUIREMENTS:

- 1. THE CONTRACTOR SHALL PERFORM TESTING OF ALL SANITARY SEWAGE GRAVITY COLLECTION SYSTEMS, AS SET FORTH IN THE FOLLOWING AND SHALL CONDUCT SAID TESTS IN THE PRESENCE OF REPRESENTATIVES FROM ORANGE COUNTY UTILITIES AND/OR OTHER AUTHORIZED AGENCIES. THE CONTRACTOR SHALL PROVIDE 48 HOURS ADVANCED NOTICE PRIOR TO TESTING OF THE WASTEWATER DISTRIBUTION SYSTEM.
- 2. ALL TESTING REQUIRED BY ORANGE COUNTY UTILITIES SHALL BE PAID FOR BY THE DEVELOPER /
- 3. GRAVITY MAINS SHALL BE INSPECTED WITH CCTV FOR ALIGNMENT, GRADE VARIATIONS, SEPARATED PIPES, LEAKS, DEFLECTION, CRACKED, BROKEN OR OTHERWISE DEFECTIVE PIPE TO ENSURE OVERALL PIPE INTEGRITY. THE APPROVED CCTV INSPECTION CONTRACTOR SHALL SUBMIT THE REPORT TO THE UTILITIES DEPARTMENT AS REQUIRED.
- 4. LEAKAGE TESTING FOR GRAVITY MAINS SHALL BE BY LOW-PRESSURE AIR TEST. LEAKAGE TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROCEDURE FOR "RECOMMENDED PRACTICE FOR LOW PRESSURE AIR TESTING OF INSTALLED SEWER PIPE" AS ESTABLISHED BY THE UNI-BELL PVC PIPE ASSOCIATION.
- 5. EACH GRAVITY MAIN LEAKAGE TEST SECTION SHALL NOT EXCEED 400 FEET IN LENGTH AND SHALL BE TESTED BETWEEN ADJACENT MANHOLES.

FDEP UTILITY CONSTRUCTION NOTES:

FDEP UTILITY SEPARATION REQUIREMENTS

(62-555.314, F.A.C. LOCATION OF PUBLIC WATER SYSTEM MAINS)

FOR THE PURPOSE OF THIS SECTION, THE PHRASE "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; FIRE HYDRANT LEADS; AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

- 381.0065(2), F.S., AND RULE 64E-8.002, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES.

(a) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE. (b) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

Other Pipe	Harizontal Se
Storm Sewar, Stormwater Force Main, Reclaimed Water (2)	Weter Main 3 ft. mini
Vacuum Sanitary Sener	Water Main 10 ft. peci 3 ft. mini
Gravity or Pressure Sanitary Sever, Sanitary Sever Force Mein, Rechilmed Water (4)	Water Ma 10 A g 6 ft. mi
On-Site Sewage Treatment & Disposal System	10 ft, minin

1. NOTE TO THE UTILITY: PURSUANT TO 62-555.345; DO NOT PROVIDE WATER SERVICE TO THIS PROJECT (OTHER THAN FLUSHING/TESTING) UNTIL THE DEPARTMENT OF ENVIRONMENTAL PROTECTION HAS ISSUED A LETTER OF CLEARANCE OR THE UTILITY SHALL BE SUBJECT TO ENFORCEMENT ACTION.

2. THE PERMITTEE WILL PROMPTLY NOTIFY THE DEPARTMENT UPON SALE OR LEGAL TRANSFER OF THE PERMITTED FACILITY

3. ALL WATER MAINS AND APPURTENANCES SHALL BE DISINFECTED AND BACTERIOLOGICALLY EVALUATED IN ACCORDANCE WITH RULE 62-555.340, F.A.C.

4. ALL WATER MAIN PIPE, INCLUDING FITTINGS SHALL BE COLOR CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLD-WALL BLUE EXERTING TO THE PIPE WALL; AND UNDERGROUND METAL OR CONCERTE PIPE SHALL HAVE LOUE STRIPES THAT RUN PARALLEL. TO THE PIPE WALL; AND UNDERGROUND METAL OR CONCERTE PIPE SHALL HAVE LOUE STRIPES THAT RUN PARALLEL. TO THE ASS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, WALLS TO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, WALLS TO THE PIPE STRIPES UNCONTINUOUS STRIPES THAT RUN PARALLEL. TO THE ASS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THAT ARE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINES PARALLEL. TO THE ASS OF THE PIPE, THE TAPE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINES ALONG PIPE STRIPES OURING INSTALLATION OF THE PIPE, THAT ARE THAN 90-DEGREE INTERVALS AROUND THAT RUNS PARALLEL. TO THE ASS OF THE PIPE AND THAT IS LOCATED ALONG THE PIPE, FOR PIPES WITH AN INTERNAL DAKETER OF 24 INCHES OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.

(1) <u>HORIZONTAL SEPARATION</u> BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(d) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THEOUTSIDE OF ANY EXSTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(b) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

IN THE OUISIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER. (c) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAD TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUISIDE OF THE WATER MAIN AND THE OUISIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO TIREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAD AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(d) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381 QORG(2) ES AND PILLE FARE ROOP EAC

(2) <u>VERTICAL SEPARATION</u> BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

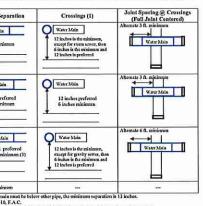
(a) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLE 12 INCHES, BADVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

UTHER PIPELINE. I NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE—TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEXING RECLAIMED WATER SHALL BE LALD SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

ABOVE THE OTHER PIPELINE. (c) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANTIARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 82-810, FACC, AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANTIARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 82-810, FACC, AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANTIARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

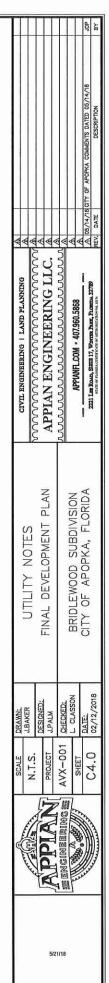
(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGOUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER REGULATED LINDER PART III OF CHAPTER 82-810, FA.C. AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE OR PROSESURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART II SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVENTING RECLAIMED WATER NOT REGULATED UNDER PART IN SEWER, WASTEWATER OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

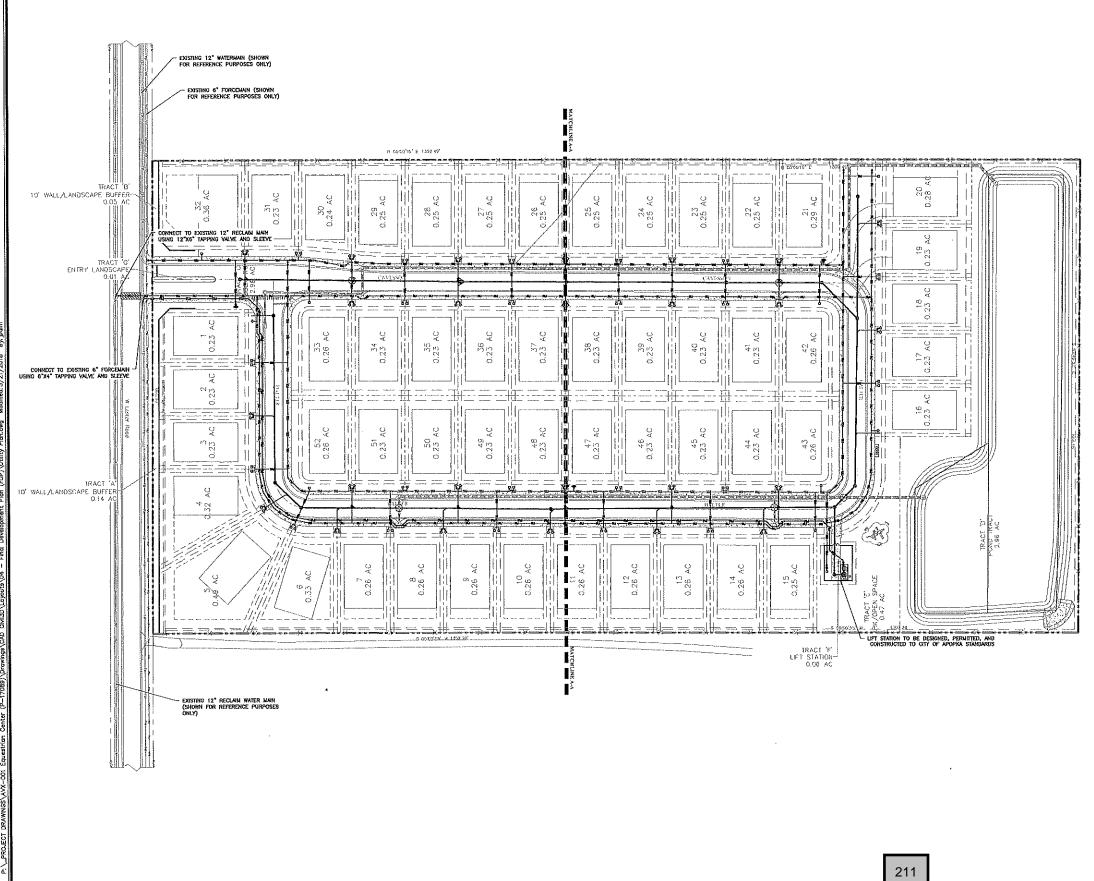
LOCATION OF PUBLIC WATER SYSYEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314



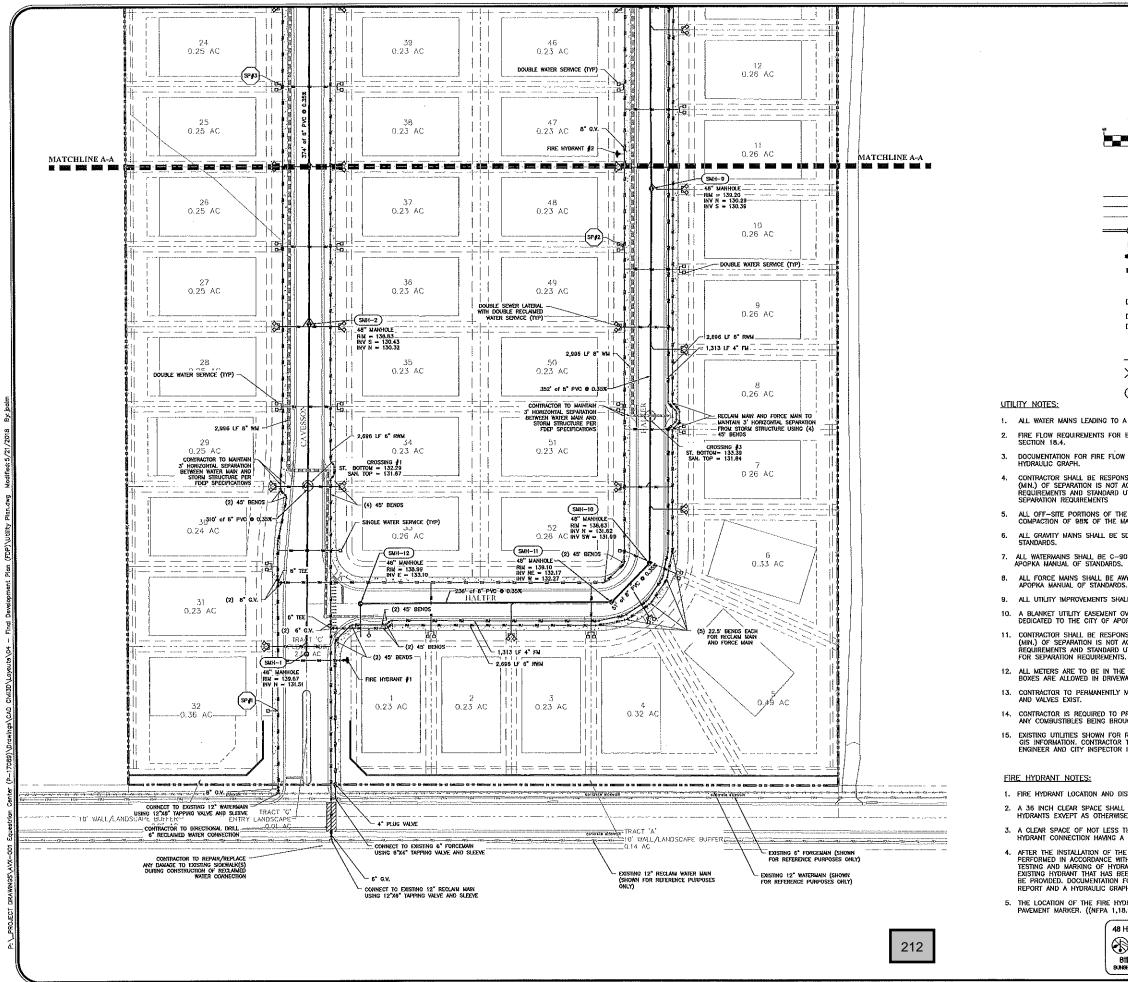
er main is laid at least 6 inches above the top of the gravity sanitary sewer. 610, F.A.C.

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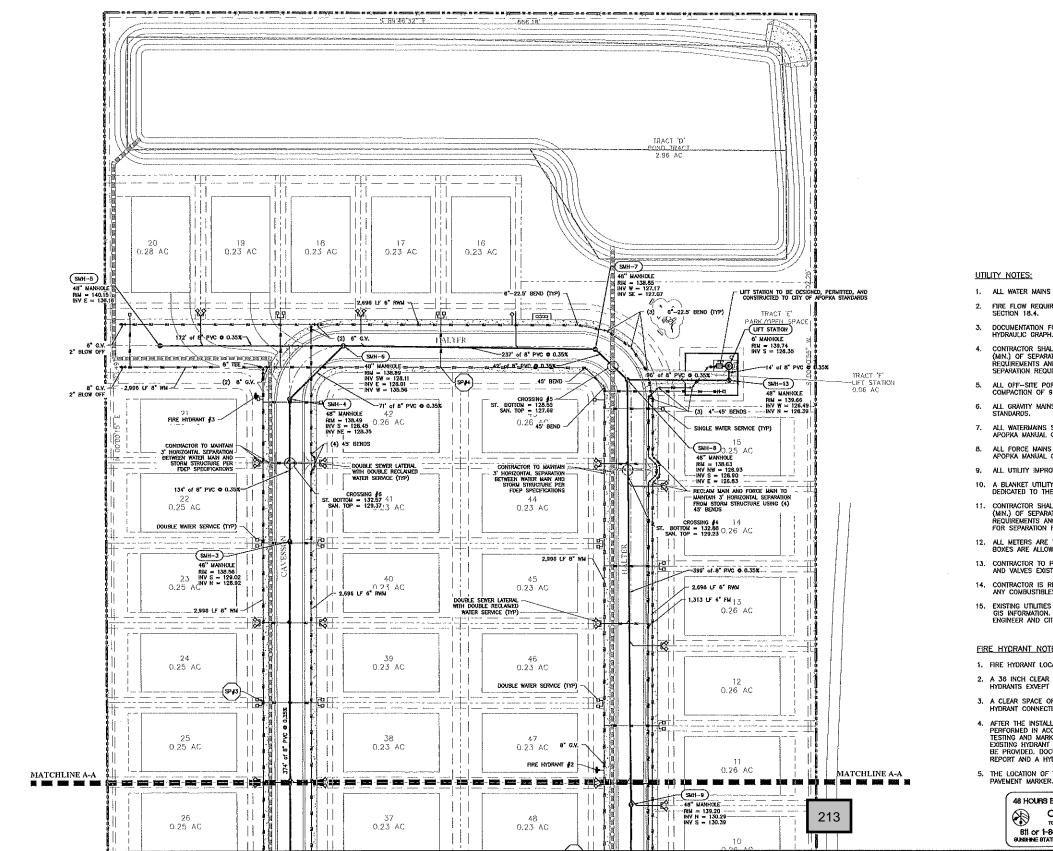




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DOUBLE SANITARY SEWER LATERAL	PIA CIN	222
S SANITARY MANHOLE	am APPI	<u>.</u>
UTILITY NOTES:		<u>I</u>
1, ALL WATER MAINS LEADING TO A PROPOSED FIRE HYDRANT SHALL BE A MINIMUM OF 8".		
2. FIRE FLOW REQUIREMENTS FOR BUILDINGS SHALL BE IN ACCORDANCE WITH NFPA 1, SECTION 18.4.	ALL AN	74
3. DOCUMENTATION FOR FIRE FLOW TESTING SHALL INCLUDE A FIRE FLOW REPORT AND A HYDRAULIC GRAPH.	OVERAI VT PLAN	ISI01
4. CONTRACTOR SHALL BE RESPONSIBLE FOR DEFLECTING WATER MAIN WHEN 12 INCHES (MIN.) OF SEPARATION IS NOT ACHIEVABLE TO THE FDEP UTILITY SEPARATION REQUIREMENTS AND STANDARD UTILITY CROSSING. REFER TO UTILITY NOTES SHEET FOR SEPARATION REQUIREMENTS	- H	SUBDIVI PKA, FL(
5. ALL OFF-SITE PORTIONS OF THE SANITARY SYSTEM SHALL BE INSTALLED WITH A MINIMUN COMPACTION OF 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.	PLAN EVEL(VOOD S APOPK
 ALL GRAVITY MAINS SHALL BE SOR-35 PIPE PER THE CITY OF APOPKA MANUAL OF STANDARDS. 		DLEV OF
 ALL WATERMAINS SHALL BE C-900, CLASS 150, DR-18 PVC PIPE PER THE CITY OF APOPKA MANUAL OF STANDARDS. 	TILIT FINA	BRI
 ALL FORCE MAINS SHALL BE AWWA C-900, CLASS 150, DR-25 PIPE PER THE CITY OF APOPKA MANUAL OF STANDARDS. 	5	
9. ALL UTILITY IMPROVEMENTS SHALL BE PUBLICLY OWNED AND MAINTAINED		<u> </u>
 A BLANKET UTILITY EASEMENT OVER ALL PROPOSED UTILITY IMPROVEMENTS SHALL BE DEDICATED TO THE CITY OF APOPKA WITH THE PLAT OF THIS PROPERTY. CONTRACTOR SHALL BE RESPONSIBLE FOR DEFLECTING 	DRAWN. J.BAKER DESIGNEDI. J.PALM	CHECKEDI. L. CLASSON DATE: 02/12/2018
11. CONTRACTOR SHALL BE RESPONSIBLE FOR DEFLECTING FORCE MAIN WHEN 12 INCHES (MIN.) OF SEPARATION IS NOT ACHIEVABLE TO THE FDEP UTILITY SEPARATION REQUIREMENTS AND STANDARD UTILITY CROSSING, REFER TO UTILITY NOTES SHEET FOR SEPARATION REQUIREMENTS.	2	
 ALL METERS ARE TO BE IN THE GREEN AREA BETWEEN THE DRIVEWAYS. NO METER BOXES ARE ALLOWED IN DRIVEWAYS OR SIDEWALKS. 	SCALE 1" = 6 PROJEC	AVX-C SHEET C.4.
13. CONTRACTOR TO PERMANENTLY MARK CURBS WHERE WATER AND SEWER SERVICE LINES AND VALVES EXIST.		 ₹₩
 CONTRACTOR IS REQUIRED TO PROVIDE FIRE DEPARTMENT ACCESS AND WATER PRIOR TO ANY COMBUSTIBLES BEING BROUGHT ON SITE. 		BUNC
15. EXISTING UTILITIES SHOWN FOR REFERENCE PURPOSES BASED ON CITY OF APOPKA GIS INFORMATION. CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS AND NOTIFY ENGINEER AND CITY INSPECTOR IF LOCATIONS SHOWN ARE NOT CORRECT.	Iddy	
48 HOURS BEFORE DRAGING CALL Stil or 1-800-432-4770 SUNSEWE STATE ONE CALL CENTER CLUTE EPTE 1.9. OF A.4	52	21/18
SHEET 18 OF 44		



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s s					COMMENTS DATED DS/14/18 DESCRIPTION
GRAPHIC SCALE					UTS DATED D DESCRIPTION
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(IN FEDT) 1 Inch = 40 (L					APOPKA
LEGEND					aty of
FM PROPOSED FORCE MAIN WM PROPOSED WATER MAIN					D5/14/18 CITY DATE
ru PROPOSED REUSE MAN 	44	ৰৰৰ			∆ 05/ REV. D
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FIRE HYDRANT		ξŸ	3		
HI TEE	DNG	ξĘ	Ę		Ê
2" BLOWOFF VALVE	TANT	ζŽ	Ę	208	100
SINGLE SERVICE DOUBLE SERVICE	civil engineering land planning	N ENGINEERINC		APPEANFL.COM + 407.960.5866	222] Las Road, Sunti 17, Winner Part, Florida 32789 state of formal communication and an antionaction and a
C→ DOUGE SERVICE	C I DM	ζĦ	ž	M • 40	T, WINDER
SINGLE SANITARY SEWER	TEBRI	C U	3	NFL.CO	Runda I
LATERAL DOUBLE SANITARY SEWER	NGDN	ξĒ	Ş	APPIA	E ROLD,
S SANITARY MANHOLE	CIVIL	PIA	3		2021
A PROPOSED FIRE HYDRANT SHALL BE A MINIMUM OF 8".		S A	2		•
BUILDINGS SHALL BE IN ACCORDANCE WITH NFPA I,		12	5		
W TESTING SHALL INCLUDE A FIRE FLOW REPORT AND A					
NSIBLE FOR DEFLECTING WATER MAIN WHEN 12 INCHES ACHEVABLE TO THE FDEP UTILITY SEPARATION UTILITY CROSSING, REFER TO UTILITY NOTES SHEET FOR	F			SION	FLORIDA
HE SANITARY SYSTEM SHALL BE INSTALLED WITH A MINIMUM MAXIMUM DENSITY AS PER AASHTO T-180. SDR-35 PIPE PER THE CITY OF APOPKA MANUAL OF	ì	LLAN - SUUIT		TTT -	-
	2	N P		ระ	АРОРКА
300, CLASS 150, DR-18 PVC PIPE PER THE CITY OF WWA C-900, CLASS 150, DR-25 PIPE PER THE CITY OF	Ē	DEVELOPMENT		MOOD	, APC
all be publicly owned and maintained	É			E C	ō
over all proposed utility improvements shall be opka with the plat of this property.	F	UILLI		BRIDL	CIT
NSIBLE FOR DEFLECTING FORCE MAIN WHEN 12 INCHES ACHIEVABLE TO THE FDEP UTILITY SEPARATION UTILITY CROSSING, REFER TO UTILITY NOTES SHEET S.					
e green area between the driveways, no meter ways or sidewalks,		Γ	┢		
MARK CURBS WHERE WATER AND SEWER SERVICE LINES	KER KER	DESIGNED	:KED;	L CLASSON	E. 12/2018
PROVIDE FIRE DEPARTMENT ACCESS AND WATER PRIOR TO JUGHT ON SITE.	DRAWN:	DESIGN	ΒHΩ	3	02/12/
REFERENCE FURPOSES BASED ON CITY OF APOPKA TO FIELD VERIFY UNLITY LOCATIONS AND NOTIFY IF LOCATIONS SHOWN ARE NOT CORRECT.		= 40'	00-	Ę	t.2
	N.	1" = 4 PROJECT	AVX-00	SHEET	C4
ISTRIBUTION SHALL FOLLOW NFPA 1.		5	74		
L BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE SE REQUIRED OR APPROVED. (NFPA 1, 18.5.7.1)	Ê		E SERVICE		
THAN 60 INCH SHALL BE PROVIDED IN FRONT OF EACH A DIAMETER GREATER THAN 2.5 INCH (NFPA 1, 18.5.7.2)	Ę.			See Ch	
HE NEW HYDRANTS, A FIRE FLOW TESTING SHALL BE ITH NFPA 291, RECOMMENDED PRACTICE FOR FIRE FLOW RANTS. A FIRE FLOW TEST RESULTS FROM THE NEAREST EEN WITNESSED BY A UTILITIES INSPECTOR WILL NEED TO FOR FIRE FLOW TESTING SHALL INCLUDE A FIRE FLOW TEST PH, (SCPSTM, FIRE FLOW TESTING PROCEDURE)					<i>V</i> , 3 ,, , , , , , , , , , , , , , , , , ,
TORANTS SHALL BE IDENTIFIED BY A BLUE REFLECTIVE 8.5.10.1)					
		5	21/18		
Stil or 1-800-432-4770 STHE or 1-800-432-4770 SHEET 19 OF 44					



9. ALL UTILITY IMPRO

11. CONTRACTOR SHALL

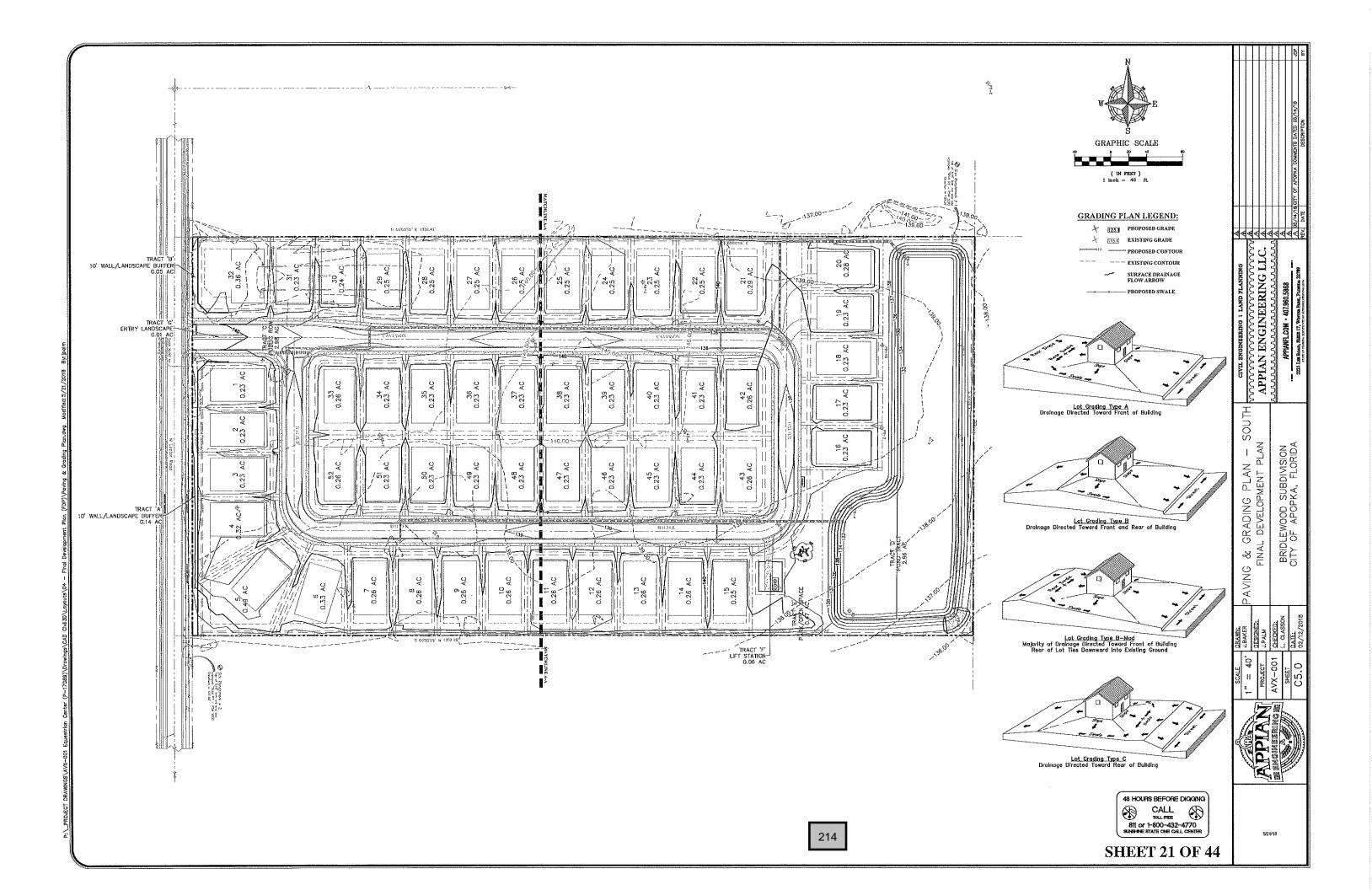
15. EXISTING UTILITIES

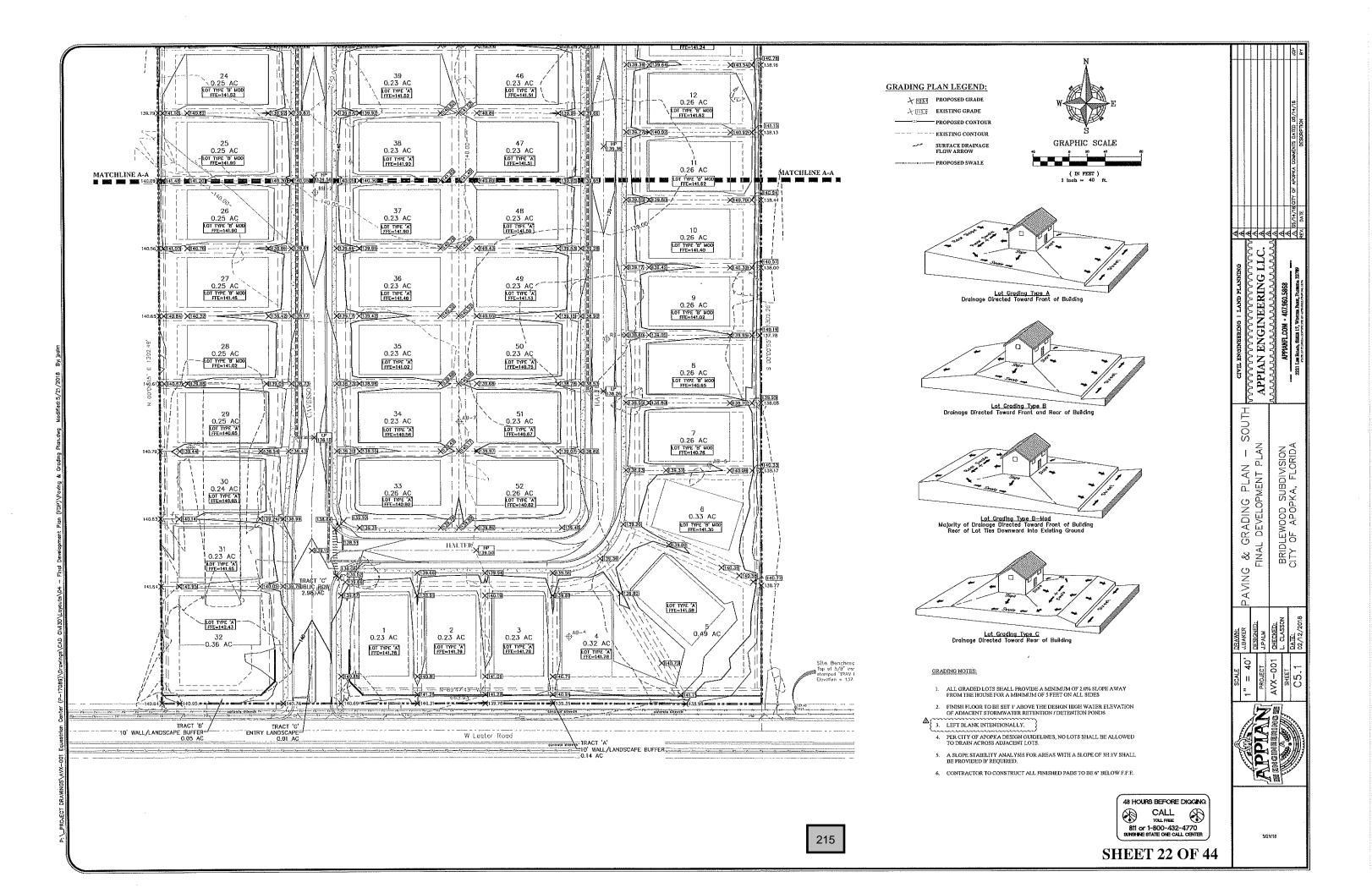
1. FIRE HYDRANT LOC

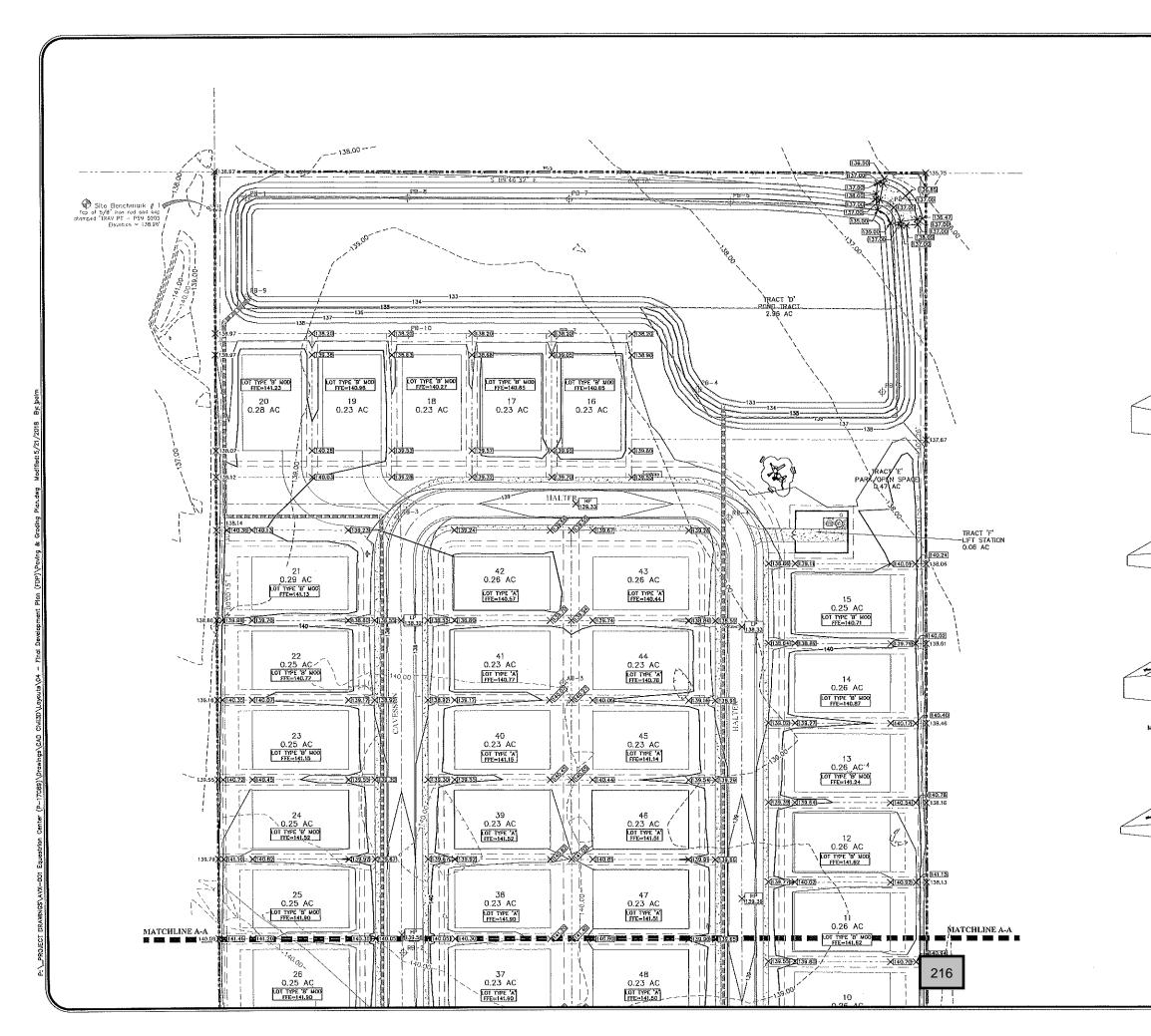
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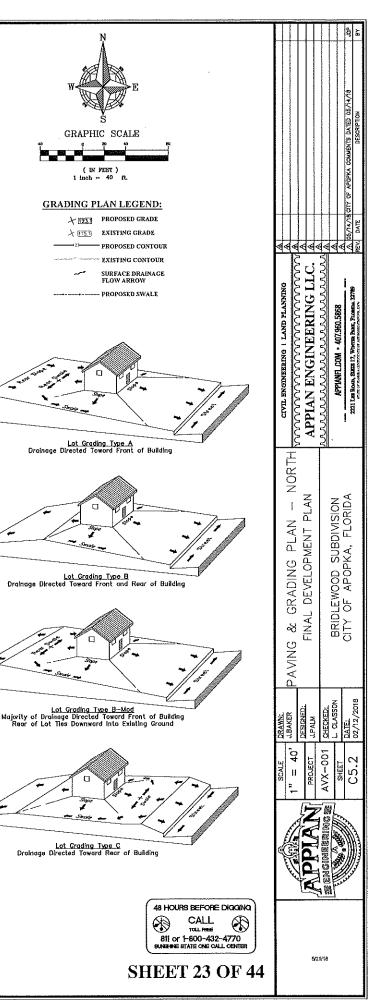
48 HOURS F Bill of 1-8 Sunahane Stat

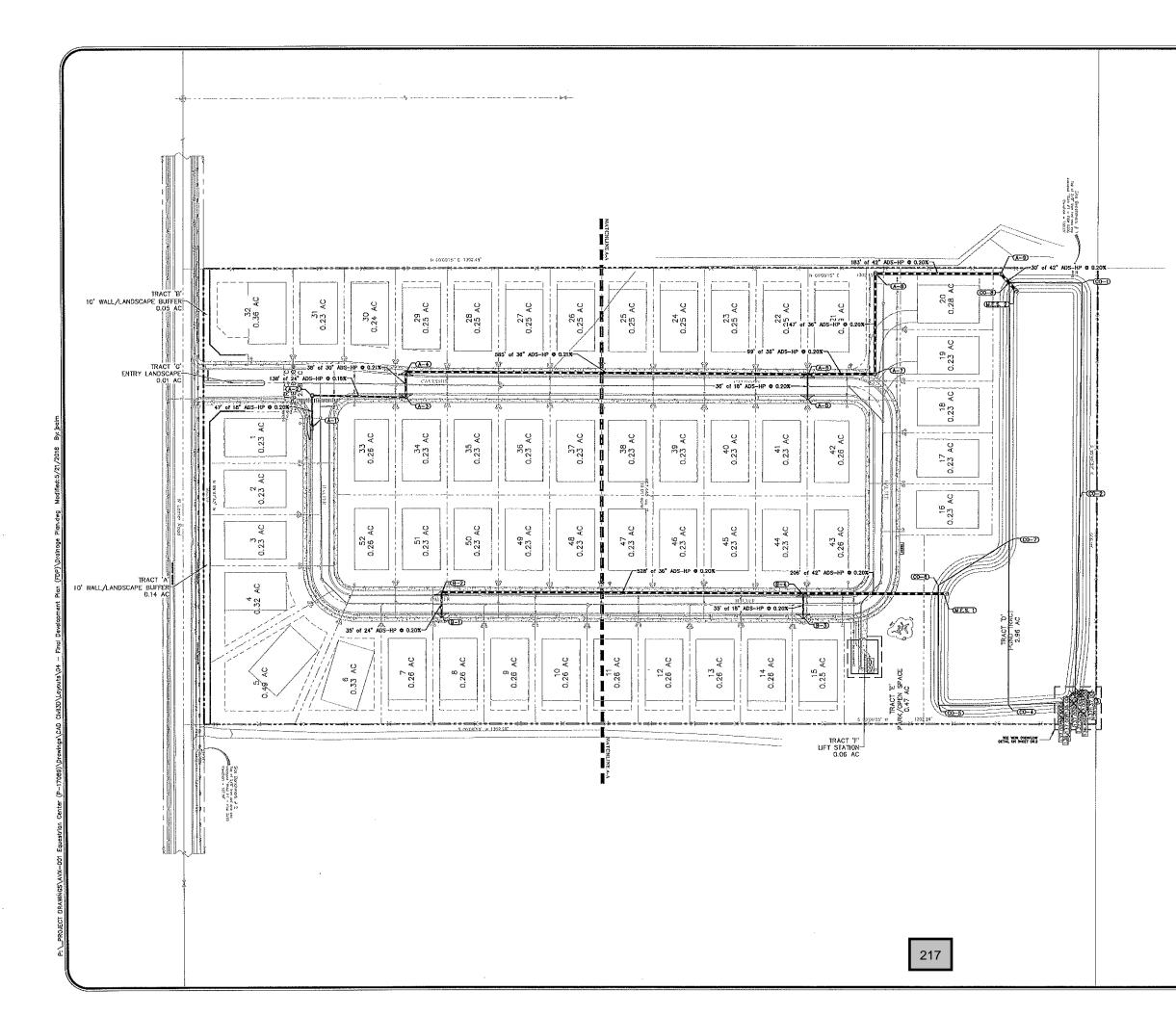
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GRAPHIC SCALE					فلوغو والمحوم والمحوج والمحوج والمحمد والمحمد والمحمد المحوج والمحمد مامور والمحمد والمحمور والمحمد	COMMENTS DATED 05/14/18 DESCRIPTION
(IN FRET) $1 Inob = 40 fL$ <u>LEGEND</u>						OF APOPKA
				**		<u>▲ ps/14/18 atr</u> жеv, р.Ате
SANITARY PIPE GATE VALVE FIRE HYDRANT H_1 TEE		方	LLC.			i
2" BLOWOFF VALVE SINGLE SERVICE DOUBLE SERVICE	LAND FLANN		EERING		107.960.5868	AMONTAL PLONING 37
▲ REDUCER SINGLE SANITARY SEWER LATERAL	civil engineering land flanning		ENGIN		APPIANFL.COM + 407.960.5868	2221 (1 -= Bour, Sure 17, White Dury Promes. 2278) state of loads exciticate of addingentation of all
DOUBLE SANITARY SEWER LATERAL S SANITARY MANHOLE LEADING TO A PROPOSED FIRE HYDRANT SHALL BE A MINIMUM OF 8".	CIVIL EN		APPIAN ENGINEERING		¥	1.000 1.000
REMENTS FOR BUILDINGS SHALL BE IN ACCORDANCE WITH NFPA I,		S		5		
LL BE RESPONSIBLE FOR DEFLECTING WATER MAIN WHEN 12 INCHES ATION IS NOT ACHIEVABLE TO THE FDEP UTILITY SEPARATION IN STANDARD UTILITY CROSSING, REFER TO UTILITY NOTES SHEET FOR IRREMENTS	i	NORTH T PLAN IVISION				FLORIDA
RTIONS OF THE SANITARY SYSTEM SHALL BE INSTALLED WITH A MINIMUM 38% of the maximum density as per aashto T-180. Is shall be SDR-35 pipe per the CITY of Apopka Manual of						
SHALL BE C-900, CLASS 150, DR-18 PVC PIPE PER THE CITY OF OF STANDARDS. 5 SHALL BE AWWA C-900, CLASS 150, DR-25 PIPE PER THE CITY OF OF STANDARDS.		Y PLAN	Δ		LEWOOD SUI OF APOPKA	
DVEMENTS SHALL BE PUBLICLY OWNED AND MAINTAINED Y EASEMENT OVER ALL PROPOSED UTILITY IMPROVEMENTS SHALL BE E CITY OF APOPKA WITH THE PLAT OF THIS PROPERTY. LL BE RESPONSIBLE FOR DEFLECTING FORCE MAIN WHEN 12 INCHES TICM IS NOT ACHIEVABLE TO THE FOEP UTILITY SEPARATION NO STANDARD UTILITY CROSSING. REFER TO UTILITY NOTES SHEET REQUIREMENTS.			FINAL		BRIDL CITY (
TO BE IN THE GREEN AREA BETWEEN THE DRIVEWAYS, NO METER NED IN DRIVEWAYS OR SIDEWALKS, PERMANENTLY MARK CURBS WHERE WATER AND SEWER SERVICE LINES		T	 :::::::::::::::::::::::::::::::		N	018
T. Required to provide fire department access and water prior to is being brought on site.	DRAWNE	J. BAKER	J. PALM	CHECKED	L CLASSON	<u>DATE:</u> 02/12/2018
SHOWN FOR REFERENCE PURPOSES BASED ON CITY OF APOPKA CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS AND NOTIFY IY INSPECTOR IF LOCATIONS SHOWN ARE NOT CORRECT.	SCALE	1" = 40'	PROJECT	AVX-001	SHEET	C4.3
ES: xation and distribution shall follow nfpa 1.			7	7 14		
SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE AS OTHERWISE REQUIRED OR APPROVED. (NFPA 1, 18.5.7.1)	Ē		K	SRING.	HI S	
F NOT LESS THAN 60 INCH SHALL BE PROVIDED IN FRONT OF EACH ION HAMING A DIAMETER GREATER THAN 2.5 INCH (NFPA 1, 18.5.7.2) LATION OF THE NEW HYDRANTS, A FIRE FLOW TESTING SHALL BE CORDANCE WITH NFPA 291, RECOMMENDED PRACTICE FOR FIRE FLOW (NG OF HYDRANTS, A FIRE FLOW TEST RESULTS FROM THE NEAREST THAT HAS BEEN WITHESED BY A UTLIFIES INSPECTOR WILL NEED TO JUMENTATION FOR FIRE FLOW TESTING SHALL INCLUDE A FIRE FLOW TEST DRAULC GRAPH. (SOPENM, FIRE FLOW TESTING YEACH INCLUDE A FIRE FLOW TEST	and a second	All and a series		ENGINE		
THE FIRE HYDRANTS SHALL BE IDENTIFIED BY A BLUE REFLECTIVE ((NFPA 1,18,5.10.1) BEFORE DKGGING						
CALL (Storage of the second se	5/21/18					

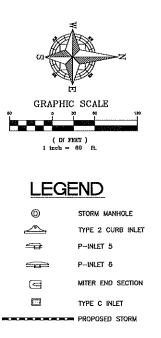






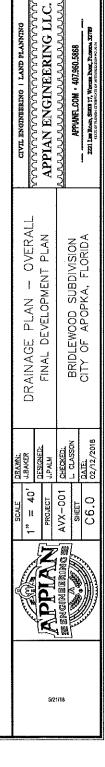






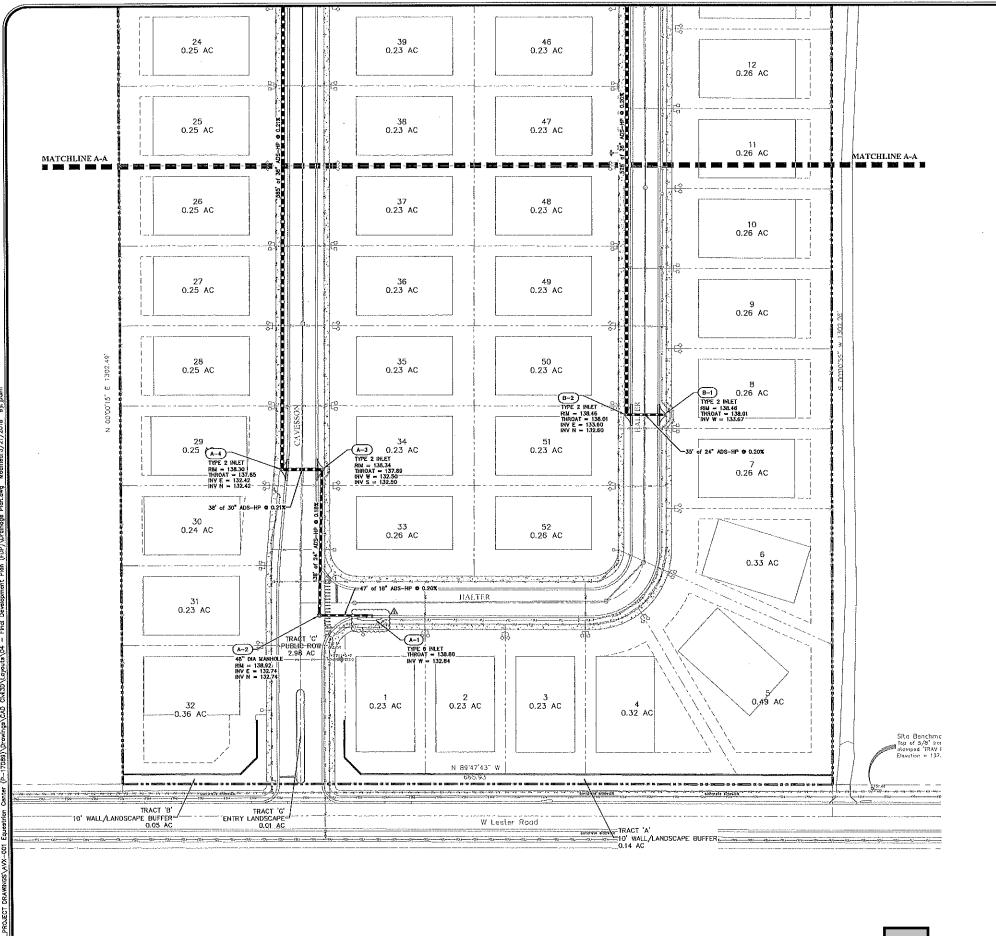
DRAINAGE NOTES:

- 1. ALL REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III UNLESS OTHERWISE SPECIFIED.
- 2. ALL REINFORCED CONCRETE PIPE (RCP) JOINTS SHALL BE WRAPPED PER FIXOT 2017-2018 STANDARD INDEX 280
- ALL DRAINAGE STRUCTURE INVERTS ARE TO BE POURED PER FDOT 2017-2018 STANDARD INDEX 201.





SHEET 24 OF 44



218



PROPOSED STORM

DRAINAGE NOTES:

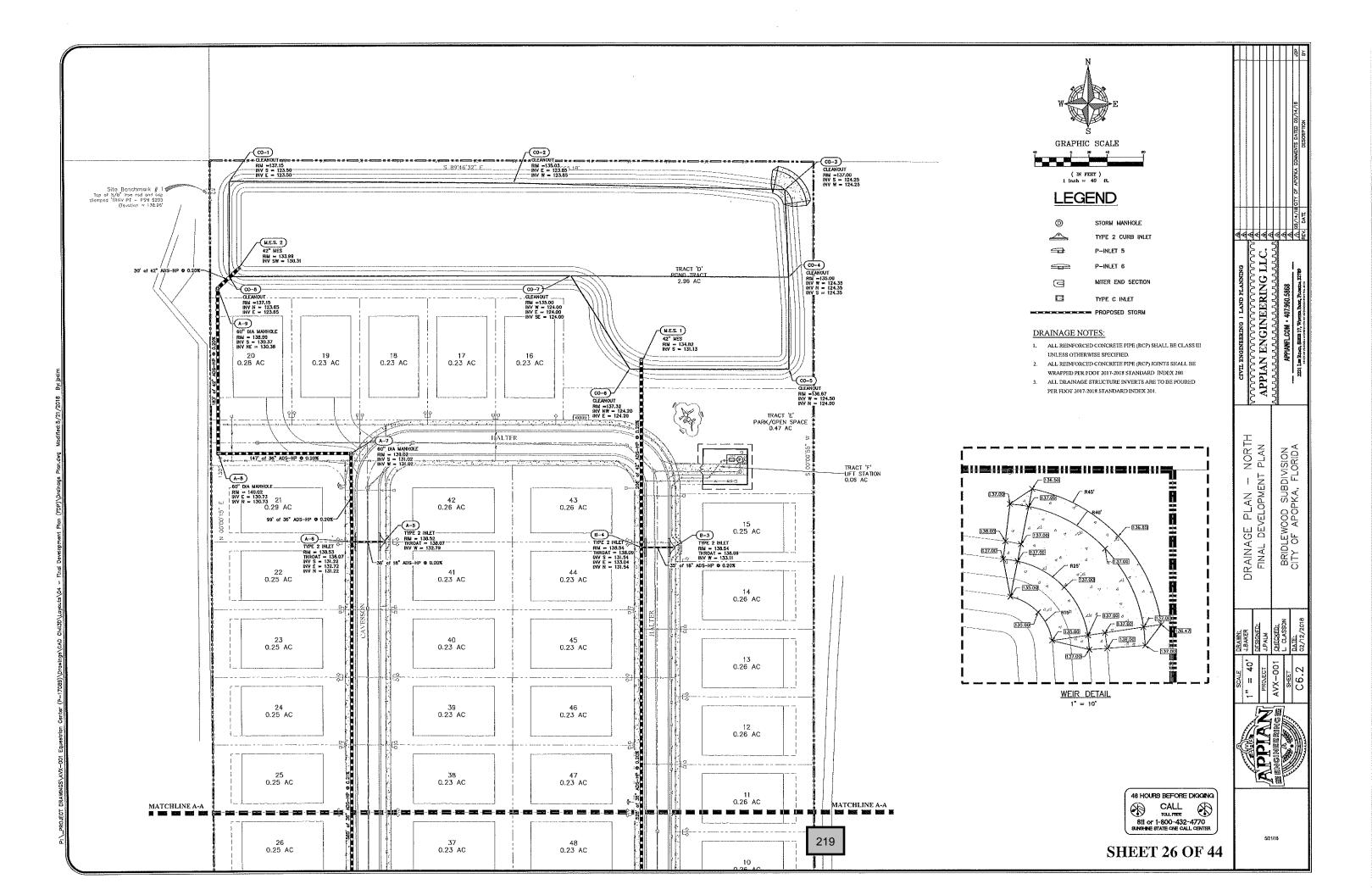
- ALL REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III UNLESS OTHERWISE SPECIFIED.
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- 3. ALL DRAINAGE STRUCTURE INVERTS ARE TO BE POURED PER FDOT 2017-2018 STANDARD INDEX 201.



SHEET 25 OF 44

LLC. UCINEERING I LAND APPIANFL.COM + 407.960. a **EVE** DRAINAGE PLAN - SOUTH FINAL DEVELOPMENT PLAN BRIDLEWOOD SUBDIVISION CITY OF APOPKA, FLORIDA 목 원육 평그 40, -001 lill (O AVX Z **Idd**

5/21/18



 \bigcirc AC AC U AC AC AC AC AC AC AC AC U V 36 31 0.23 30 29 28 0.25 25 26 24 23 27 22 0.25 ö 88 25 88 88 88 민굿 1+00 +00 CAVL8 HOP SMH-3 +00 CAVESS 4+00 6+00 7+00 S. (SMH-2) A-J Thmb 53 88 29 53 Q CAVESSON STREET STATION 0+00 TO 9+57 PVI STA: 2+80.00 PVI ELEV: 137.94 K: 59.34 LVC: 100.00 CAVESSON STREET PROFILE M ELEV: 139.69 CAVESSON STREET PROFILE M ELEV: 139.69 LVC: 100.00 SI 40.451
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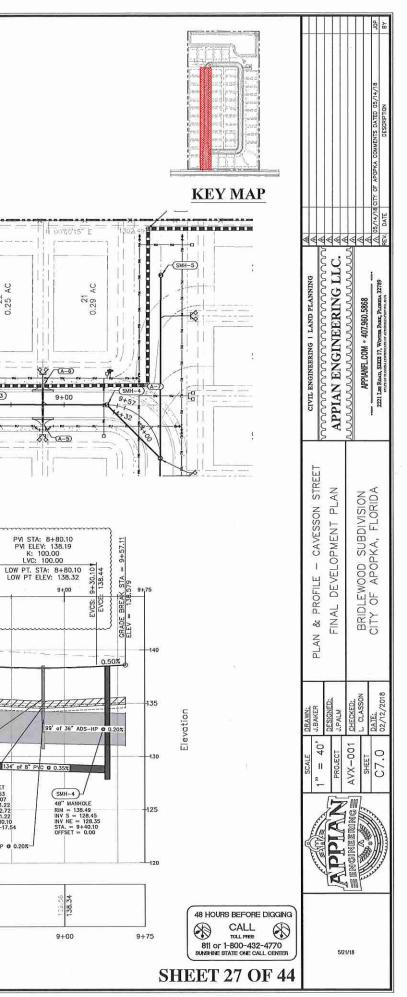
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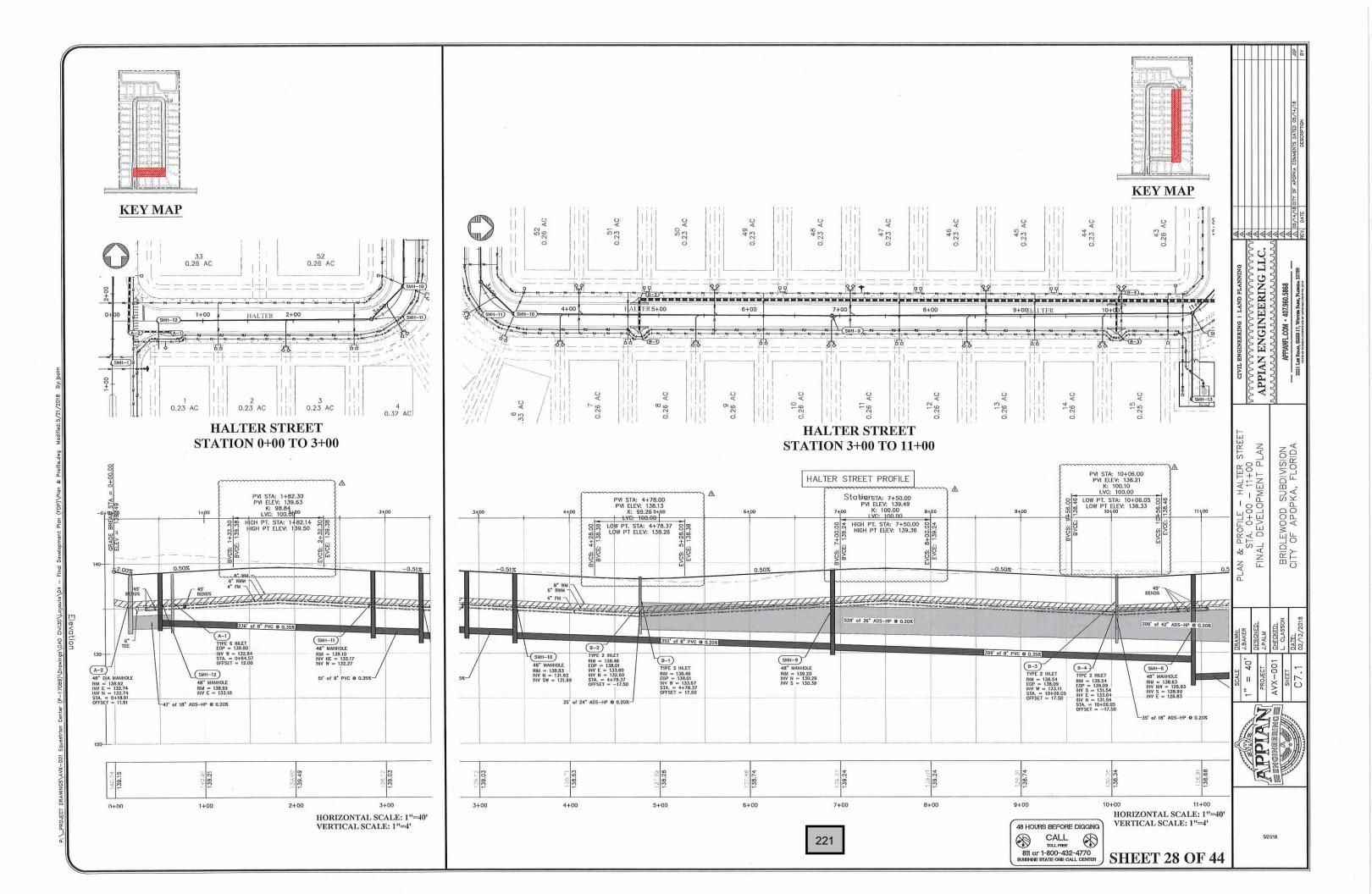
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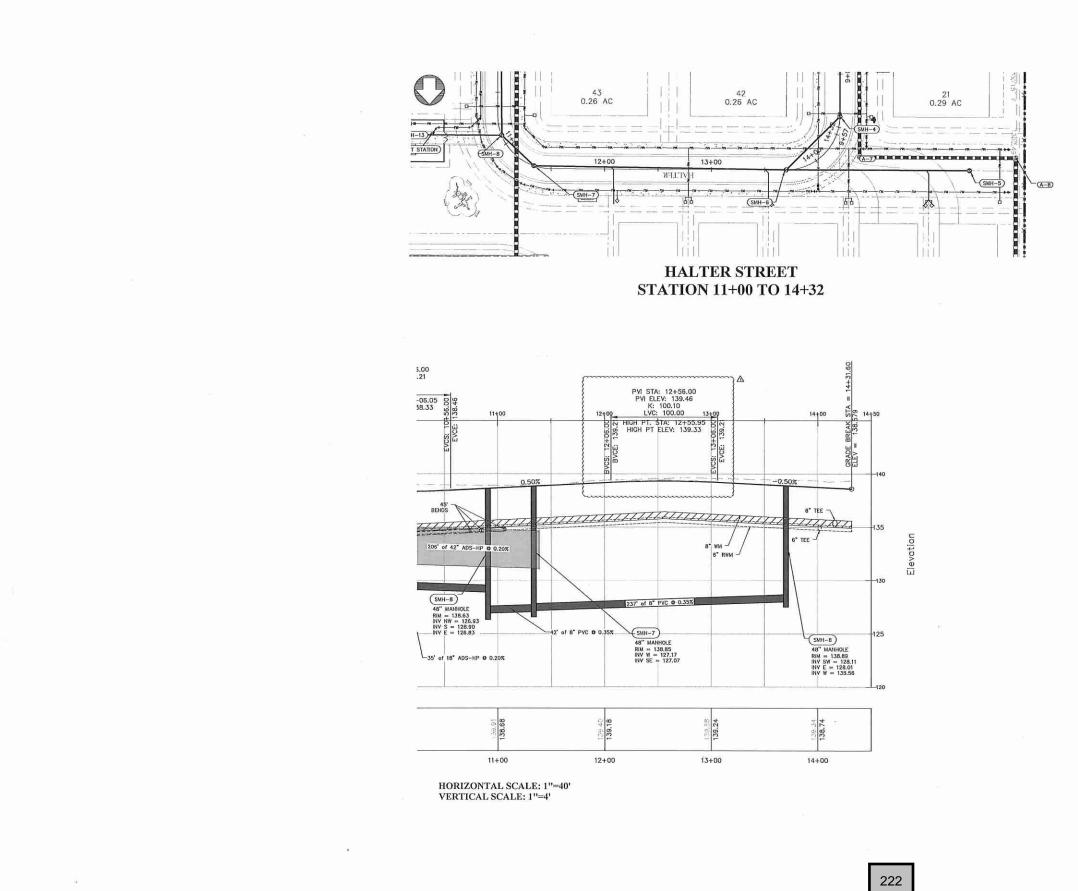
 +
 6+00
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 1
 8+30.10 138.44 30.00 Station 1+00 5+,00 2+0 VCS: FVC VCS: 0.99% -0.50% 0 597 /- 8" WM /- 6" RWM 8" TEE -12* VERTICAL SEPARATION MIN. PER FDEP REQUIREMENTS THE 8" TEE -HITAN THIS HIMI THITHIT 11.1.1.1.1.1.1 Elevation 4" FM -6" RWM 8" WM 138' of 24" ADS-HP 0 0.18% 585' of 35" ADS-HP @ 0.21% 12" VERTICAL EPARATION MIN. PER FDEP REQUIREMENTS 310' of 8" PYC 0 0 35% 374' of 8" PVC 0 0.357 13 A-3 TYPE 2 INLET RIM = 138.34 EOP = 137.89 INV W = 132.50 INV S = 132.50 STA. = 2+95.28 OFFSET = 17.55 SMH-2 48" MANHOLE RIM = 138.83 INV S = 130.43 INV S = 130.32 STA = 4+32.34 OFFSET = 0.00 SMH-1 48" MANHOLE RIM = 139,67 INV N = 131,51 STA. = 1+22.80 OFFSET = 0.00 (A-2) 48" DIA MANHOLE RIM = 138.92 NV E = 132.74 INV N = 132.74 INV N = 132.74 STA. = 1+58.09 OFFSET = 18.01 A-1 TYPE 6 INLET EOP = 138.80 INV W = 132.84 STA. = 1+58.00 OFFSET = 64.57 134' of SMH--3 48" MANHOLE RIM = 138.56 RIV S = 129.02 INV N = 128.92 STA. = 8+06.26 OFFSET = 0.00 $\begin{array}{c} (A-6) \\ TYPE \ 2 \ INLET \\ RIM \ = \ 138.53 \\ EOP \ = \ 138.07 \\ INV \ S \ = \ 131.22 \\ INV \ R \ = \ 131.22 \\ INV \ N \ = \ 131.22 \\ STA, \ = \ 8+80.10 \\ OFFSET \ = \ -17.54 \\ \end{array}$ A-5 TYPE 2 INLET RIM = 138.52 EOP = 138.07 INV W = 132.79 STA. = B+80.10 OFFSET = 17.46 ADS-HP 0 0.207 47' of 18" -38' of 30" ADS-HP 0 0.21% 36' of 18' ADS-HP 0 0.20%-138.82 146.26 139.23 139.55 139.09 138.59 138.13 30 07 1+00 2+00 3+00 4+00 5+00 6+00 1+00 8+00 0+00 220 HORIZONTAL SCALE: 1"=40' VERTICAL SCALE: 1"=4'

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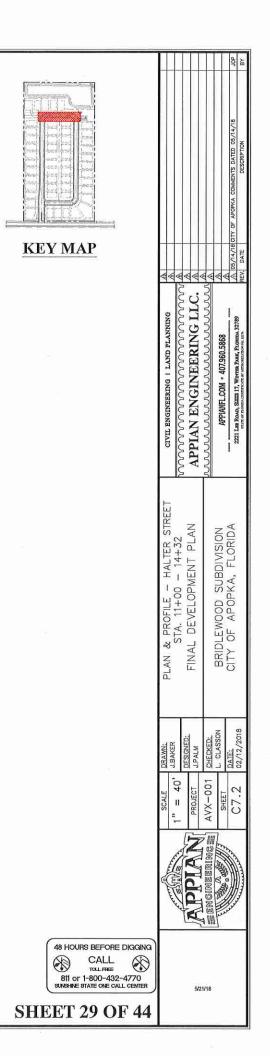
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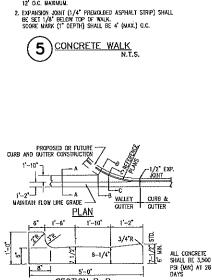




A.







5'-0"

6

(10) VALLEY GUTTER N.T.S. (REFER TO F.D.O.T. INDEX 300)

1'--10° 18 38

6-1/4

3'-6"

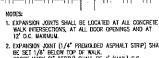
SECTION C-C

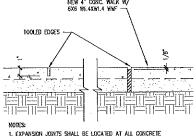
3/4"R 🔪

√ 3/4°R 6-1/4°

3'-0'

SECTION A-A





30"-36

HI الإ

1'~6'

1)STOP SIGN N.T.S.

-STEEL POST

FINISHED GRADE

1/2" BIT. EXP.

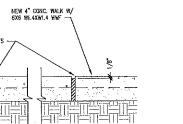
CONCRETE BASE

JOINT (TYP.)

(MIN.)

- N- 2

5-6 回回



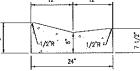
- RI-1, 9GA SHEET METAL BOLTED TO POST -- PAINT BACKGROUND RED, LETTERS AND BORDER WHITE.











INTERSECTION CROSSWALK/

STOP BAR DETAIL

N.T.S.

HANDICAP RAMP

(TYP.)

12" WHITE CROSSWALK

BARS @ 3'-0" O.C.

24" WHITE PAINT-

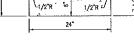
STOP BAR

(TYP.)

(2)

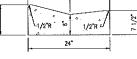
STOP SIGN















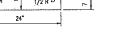








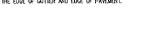








6 MIAMI CURB AND GUTTER (3,500 PSI (UN)) N.T.S



1'-6"

AN KANA

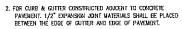
= plan symbol

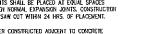
2'-0"

NOIE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUITER SHALL NATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE TRICKNESS OF

THE UP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

(11) TYPE "F" CURB AND GUTTER N.T.S.





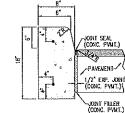




CURB (TYP.)

SIDEWALK

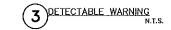
(TYP.)

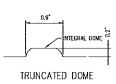


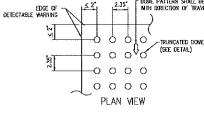
CONTRACTION JOINTS - CONTRACTION JOINTS SHALL BE PLACED AT EQUAL SPACES (10 MAX.) BETWEEN NORMAL EXPANSION JOINTS. CONTRACTION JOINTS SHALL BE SAW OUT IN THE UPPER 1/3 OF CURB AND GUTTER MITHIN 24 HOURS OF PLACEMENT.

4. ENDS OF VERTICAL CURE SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3 FEET.

(7) <u>TYPE 'D' CURB</u> (3,500 PS (MIN)) N.T.S.

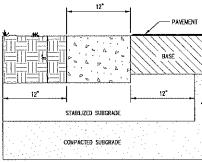






2.35" DOME PATTERN SHALL BE IN-LINE NOTES:

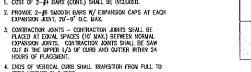
- 1. CURB RAMP RUNNING SLOPES SHALL NOT BE STEEPER THAN 1:12 AND CROSS SLOPE SHALL BE 0.02 OR FLATTER.
- DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING OR APPLYING A TRUNCATED DOWE MATERIAL IN CONFORMATICE WITH THE US. DEPARTMENT OF JUSTICE AD.A. STANDARDS FOR ACCESSIBLE DESIGN, AD.A. ACCESSIBULTY CUBELINES, SECTION 429.2. TRANSTRON SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS.
- 3. WHERE A CURB RANP IS CONSTRUCTED WITHIN AN EXISTING WHER, A CURE IRANP IS CONSINGUED WITHIN AN EXDINAT OURE, CURE AND GUTTER SHALL BE REMOVED TO THE REMEETS ON CONTER AND CONSTRUCTION OF COME EXTENT THAT NO FEMARING SECTION OF CURE OR CURE AND GUTTER IS LESS THAN IS LONG. THE EXTENT STATES SHALL BE REMOVED TO THE NEAREST JOHT BEYOND THE TRANSTRUS SPORE WALK ADOUND OR TO THE EXTENT THAT NO REMARKING SECTION OF SDEWALK IS LESS THAN 5'.
- WHERE ADJACENT WALKING SURFACES ARE COLORED OR ARE CONSTRUCTED WITH MATERIALS OTHER THAN STANDARD OLASS I PORTLAND COLEMENT DOXORETE IN ACCORDANCE WITH SECTION 522 OF THE SPECIFICATIONS, THE PLAN MUST PROVIDE FOR DETECTABLE WANTING SURFACE COLORS OR MATERIALS THAT FROMDE THE RECESSART CONTRAST, ETHER DARK-ON-LIGHT OR LIGHT-ON-DARK. (SAFETY YELLOW OR BRICK RED)
- RECOMMENDED MANUFACTURER: ENGINEERED PLASTICS, INC. (ARMOR TILE) OLIMPIC TONERS, 300 PEARL STREET, SUITE 200, BUFFALO, NY 14202. PHONE; (800) 682-2525

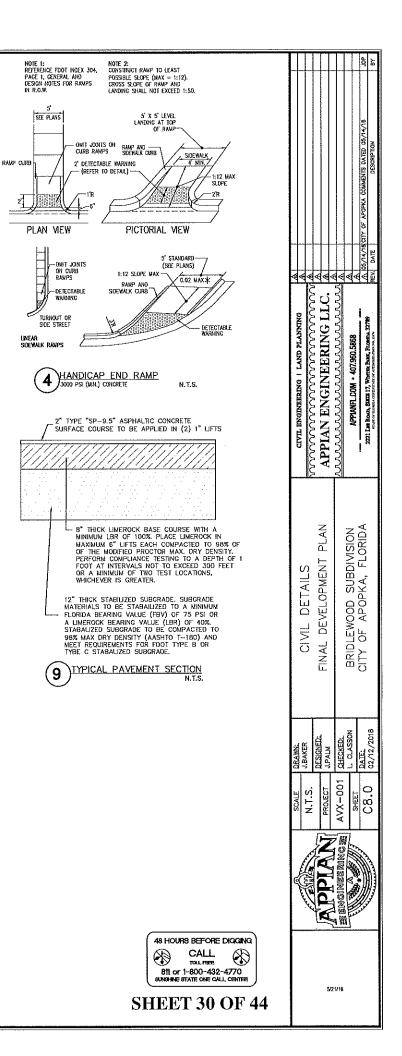


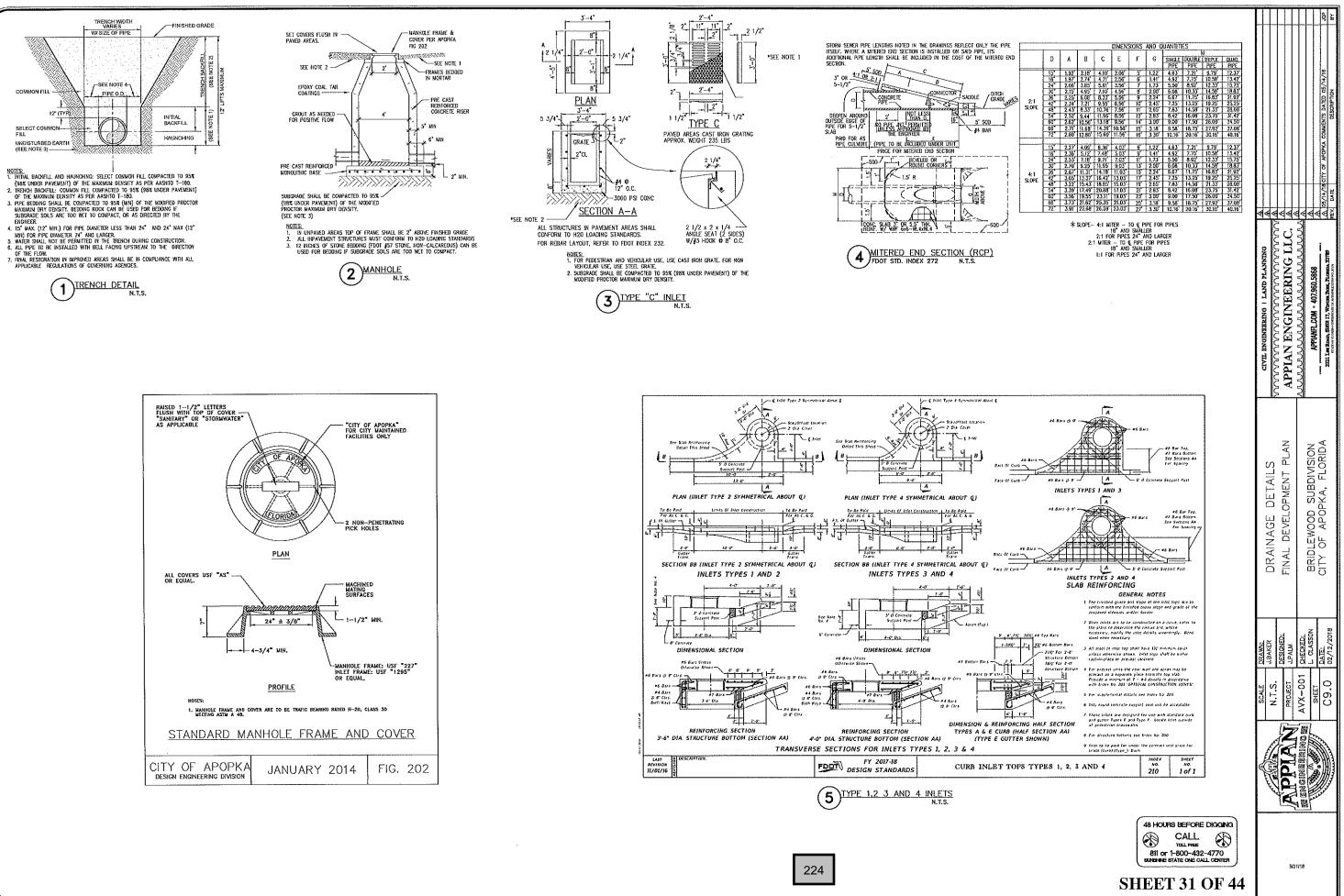


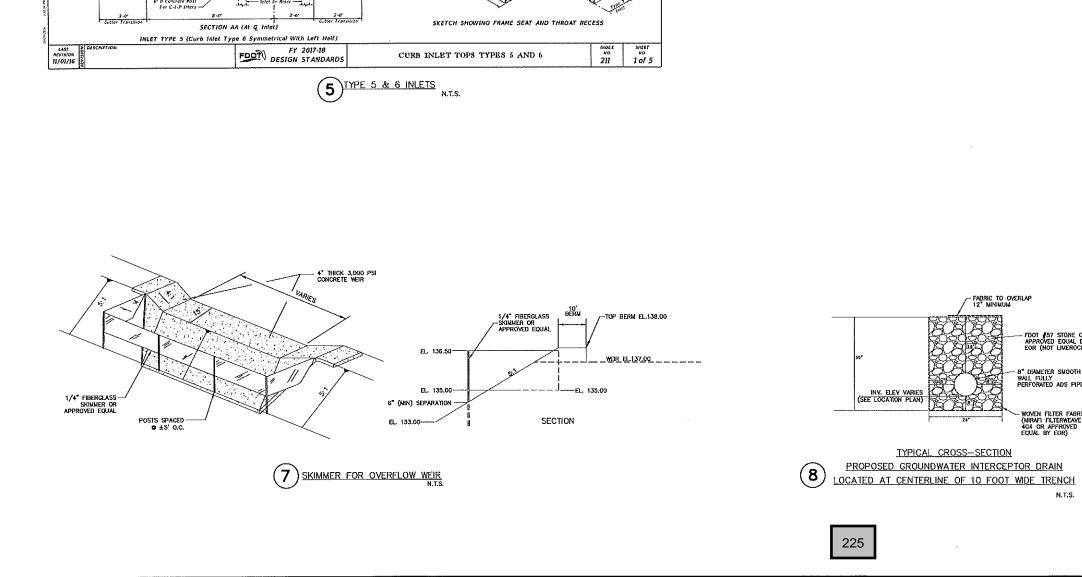


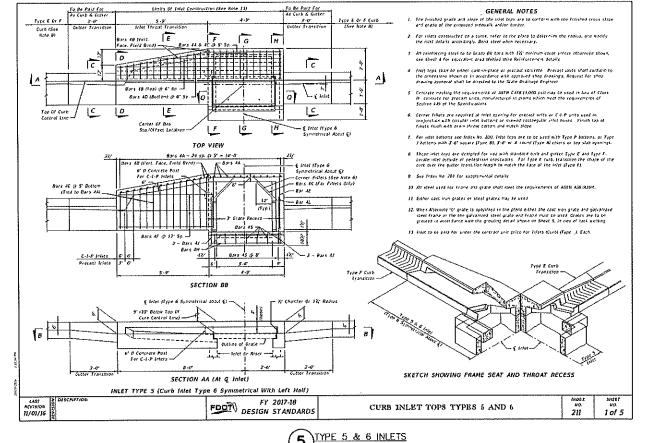


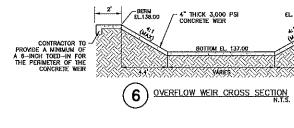




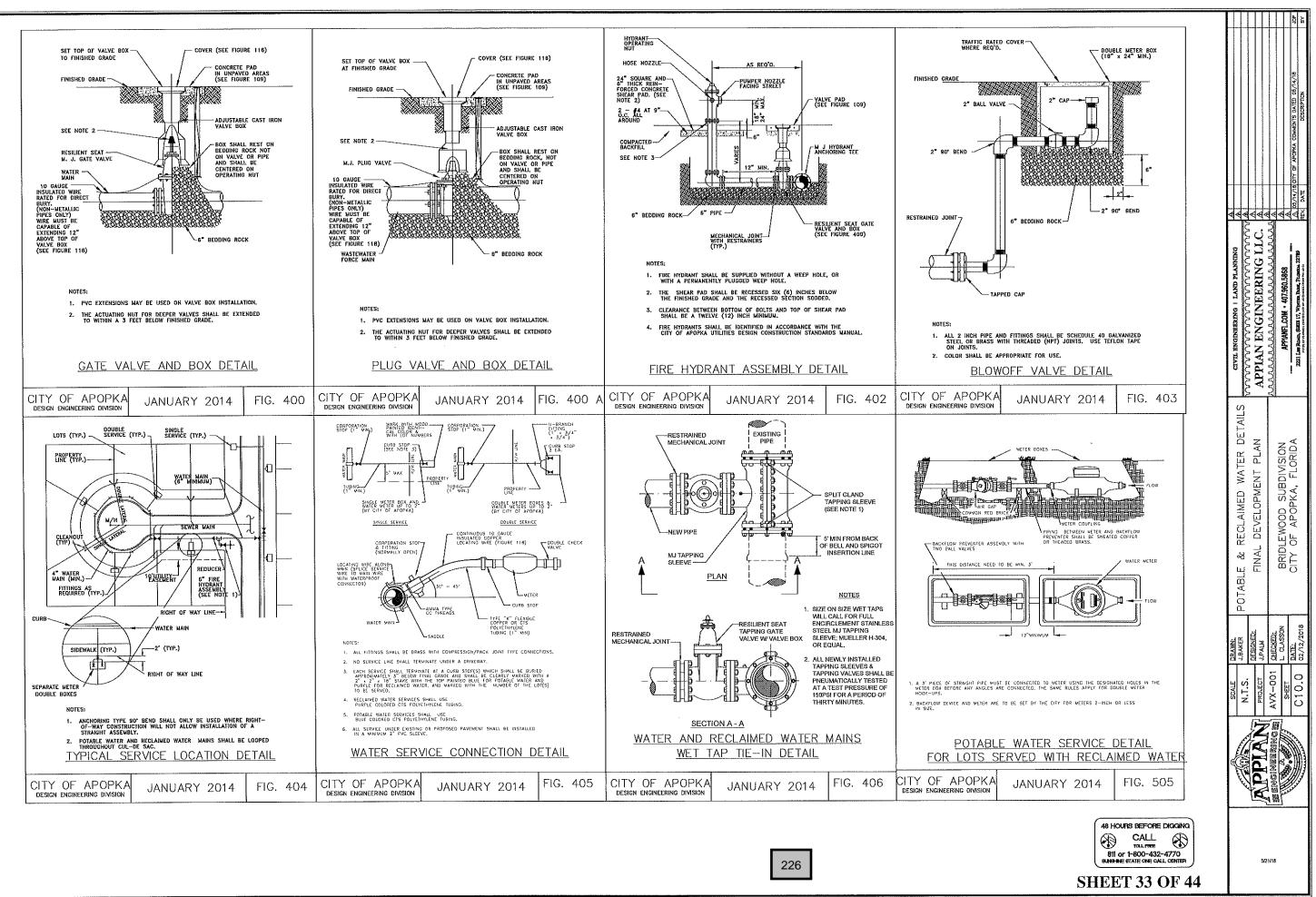


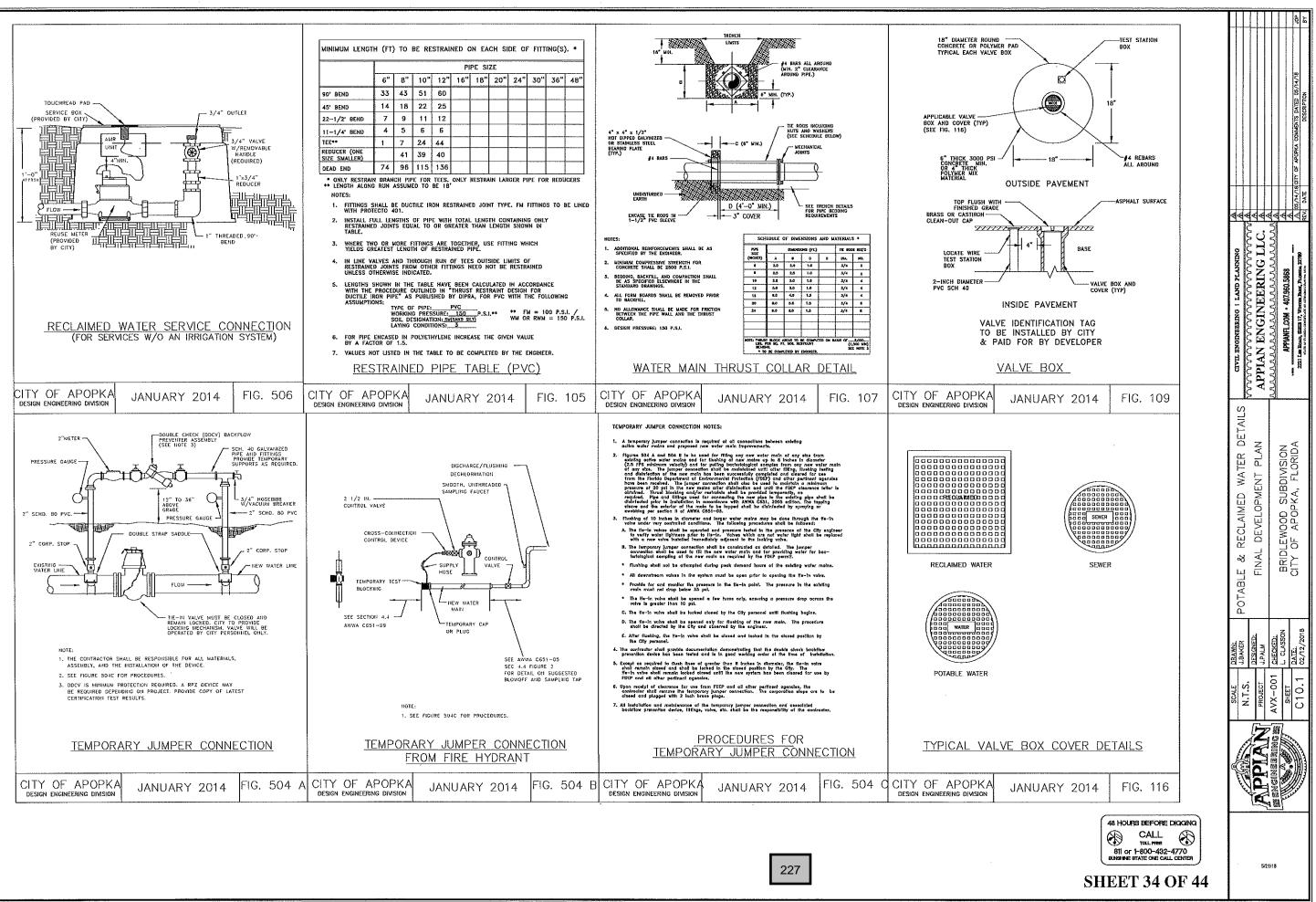


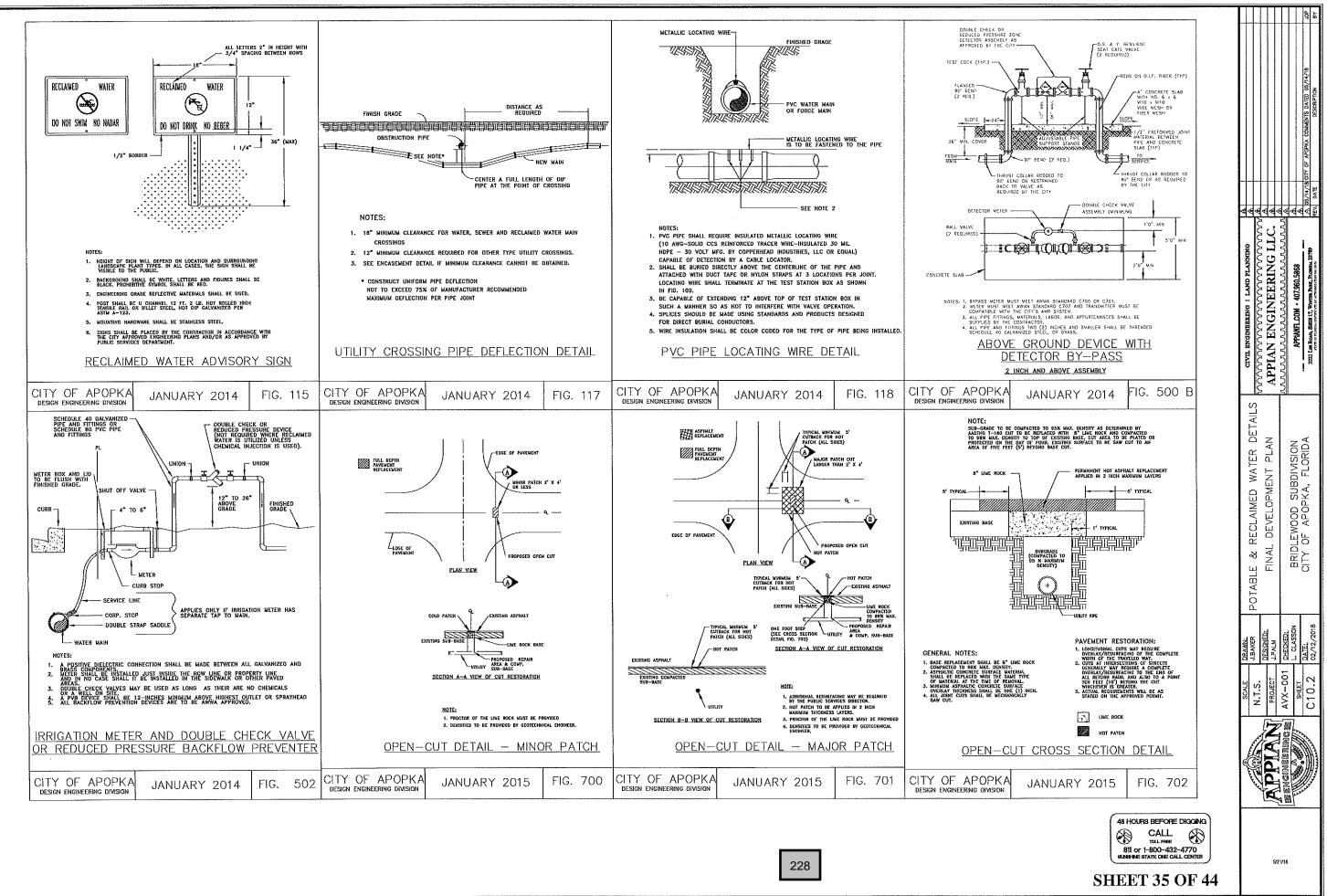


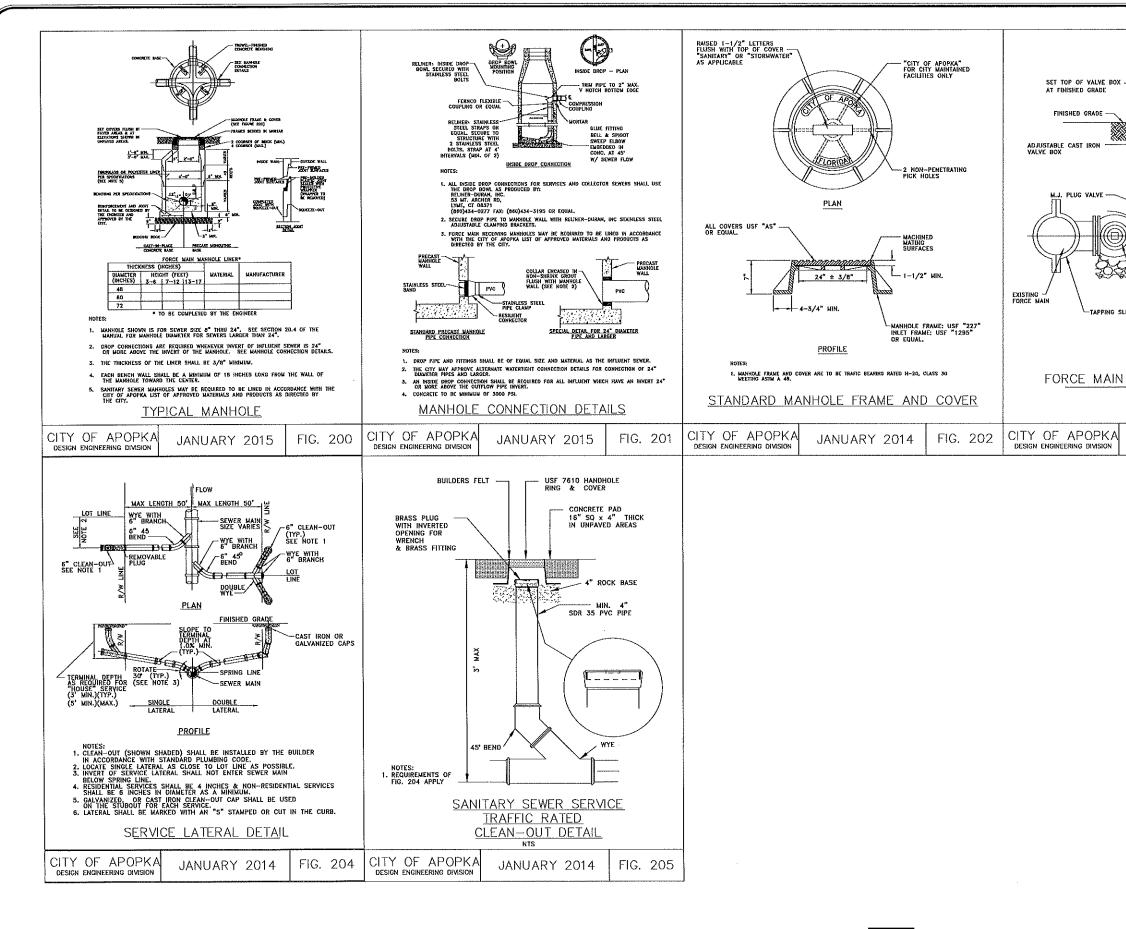


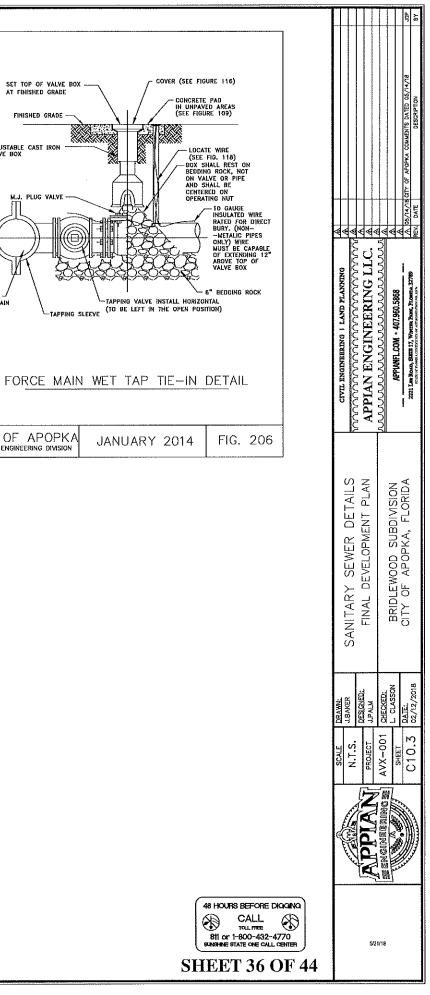
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or FY K) I E	N.T.S.	IG I AVX-001 CHECKED. SHEET L CLASSON C9.1 DATE. C9.1 02/12/2018
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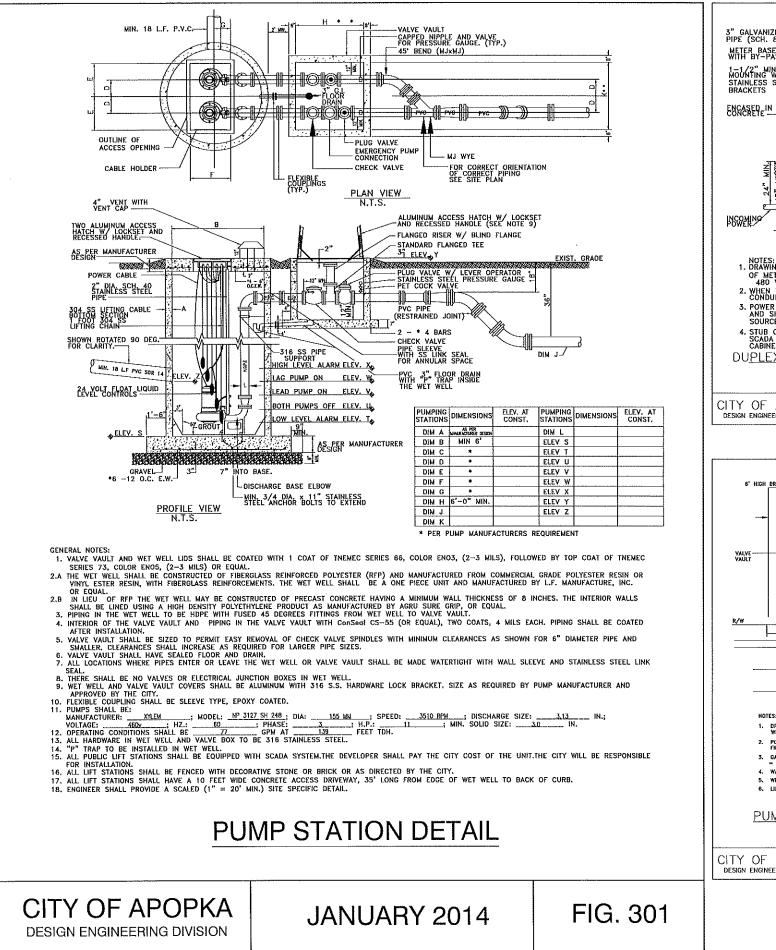


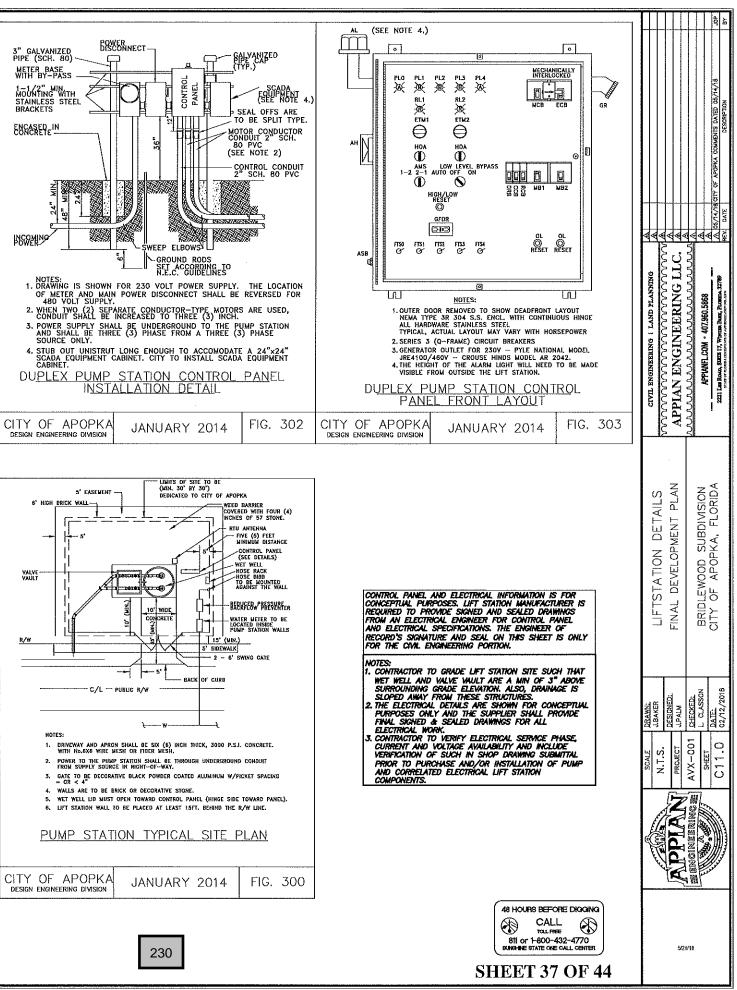


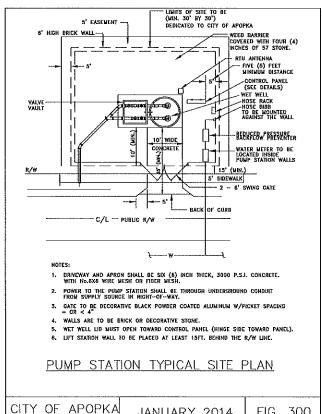


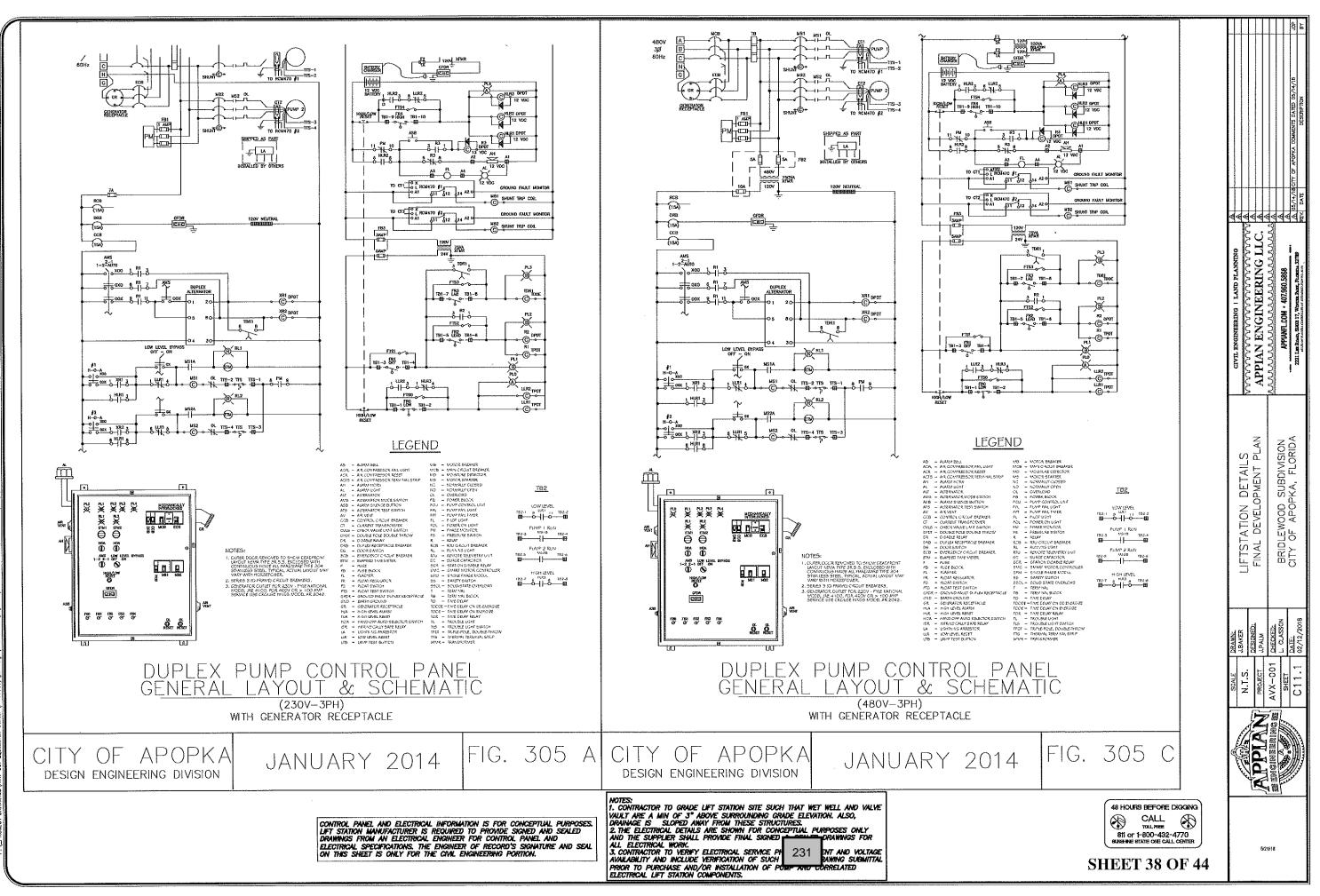




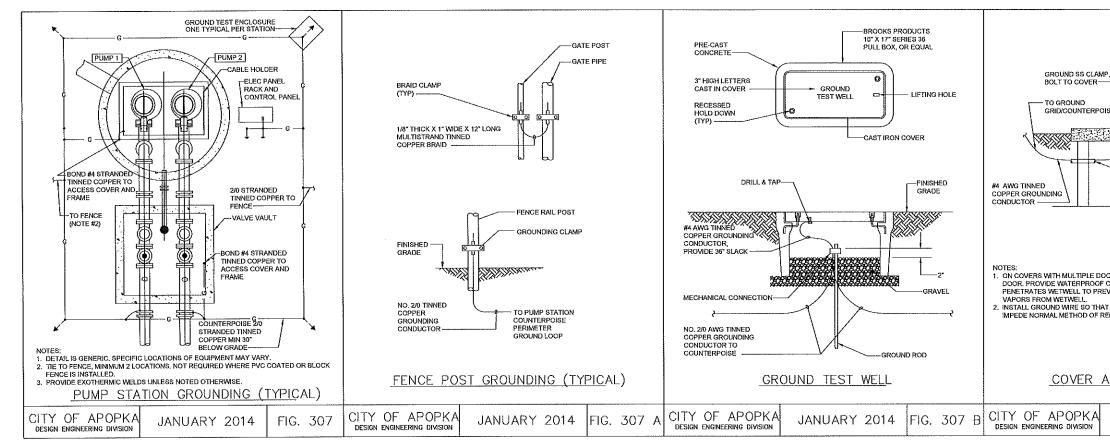


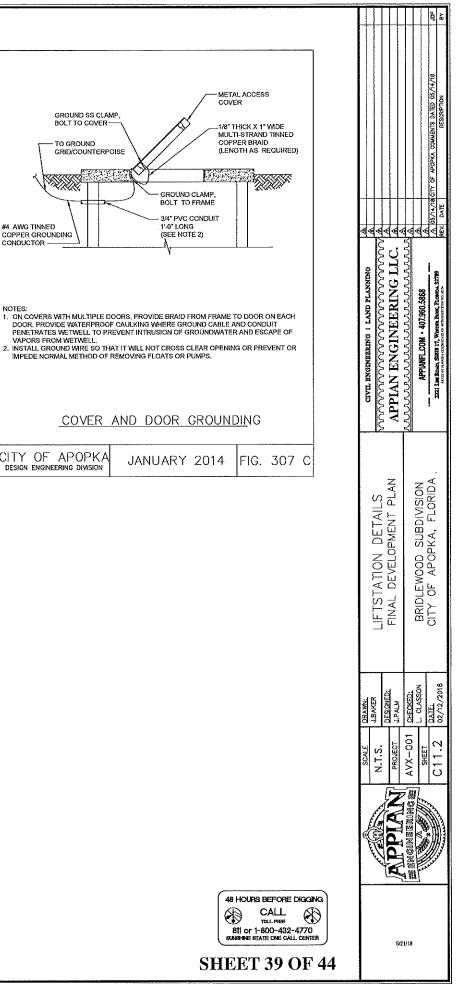


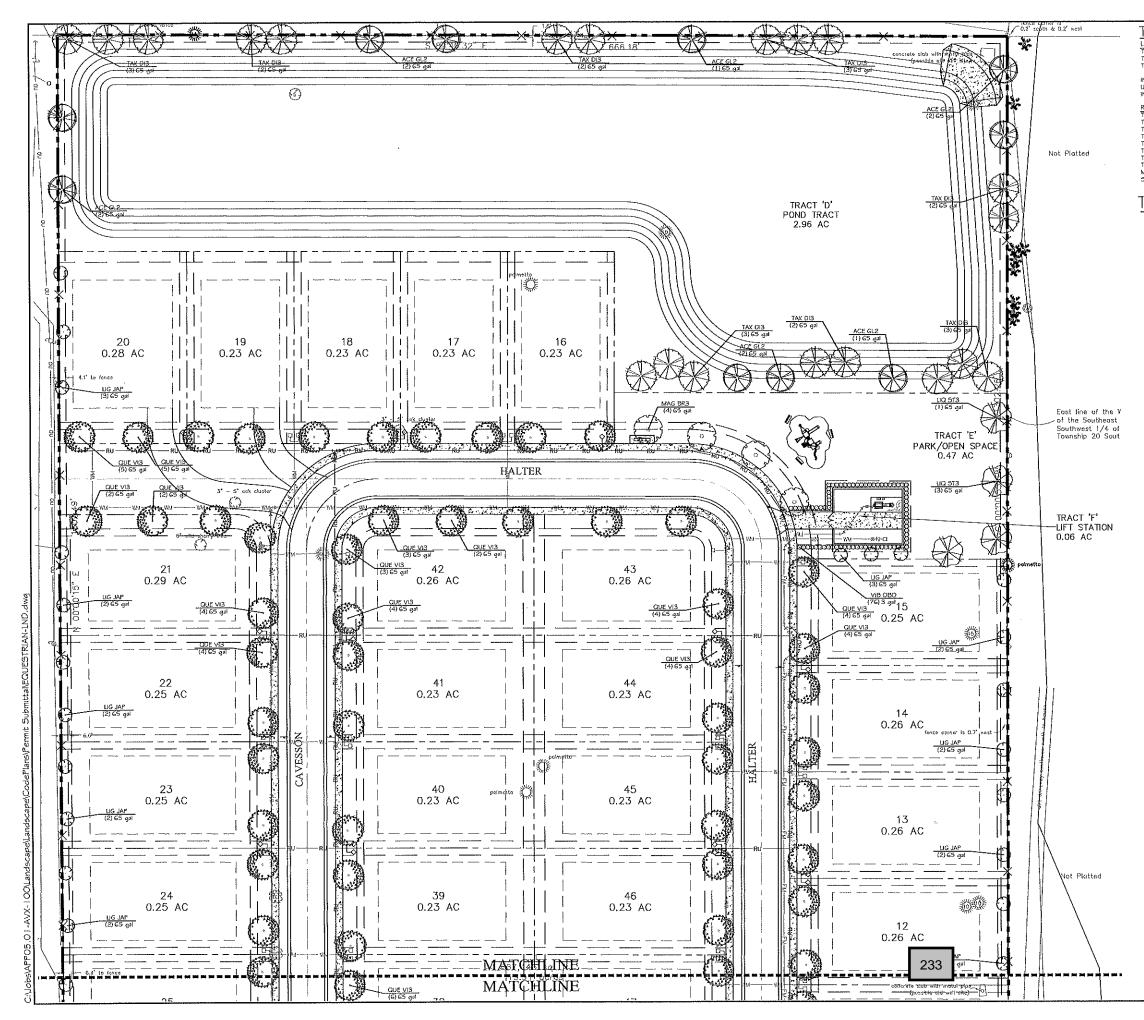




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TREE MITTIGATION

LOT TREES REQUIRED: TOTAL NUMBER OF LOTS:

52 TREE HICHES REQUIRED PER LOT: 9* 08H TOTAL TREE INCHES REQUIRED: 468' 08H

INDIVIDUAL LOT TREES SHALL CONSIST OF TWO CANOPY TREES AND ONE UNDERSTORY TREE. INDIVIDUAL LOT TREES SHALL BE INSTALLED WHEN THE LOT IS DEVELOPED.

REPLACEMENT RED SHALL BE INSTALLED V REPLACEMENT REMOVAL TABLE: Total inches on current, non-altered site: Total inches removed: Total inches removed: Total inches removed: Total inches required: Total inches required: Total inches replaced: Total inches escale. Total inches escale. Total inches escale. 222' dbh

2020 Juli 0 2028 Juli 0* Juli 0* Juli 2029 Juli 2020 Jul

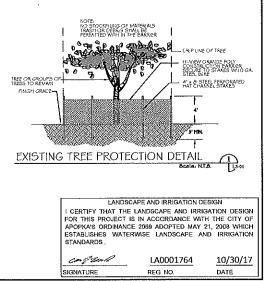
TREE REMOVAL CHART

COUNT	SIZE	SPECIES
3	3"-5"	ÖAK
1	4"	OAK
1	5"	OAK
1	6"	ΟΑΚ
3	10'	OAK
1	14"	OAK
ŧ	G"	PALM
7	10'	PALM
ł	12"	PALM
ł	15"	PALM
ŧ	6*	CHERRY
2	8"	SAGO PALM
TOTAL INCI	1ES: 208*	

TREE PRESERVATION CHART COUNT SIZE SPECIES TOTAL INCHES: 14"

LEGEND

12 ETREES TO BE PRESERV	٤Ð
12 TREES TO BE REMOVED	





Landscape Designs, LLC

Landscape Architecture
 Site Planning

4465 Gabriella Lane Winter Park, FL 32792 PH: (407) 484-3414 Fr: (407) 671-1604

PROJECT AND OWNER

BRIDLEWOOD SUBDIVISION

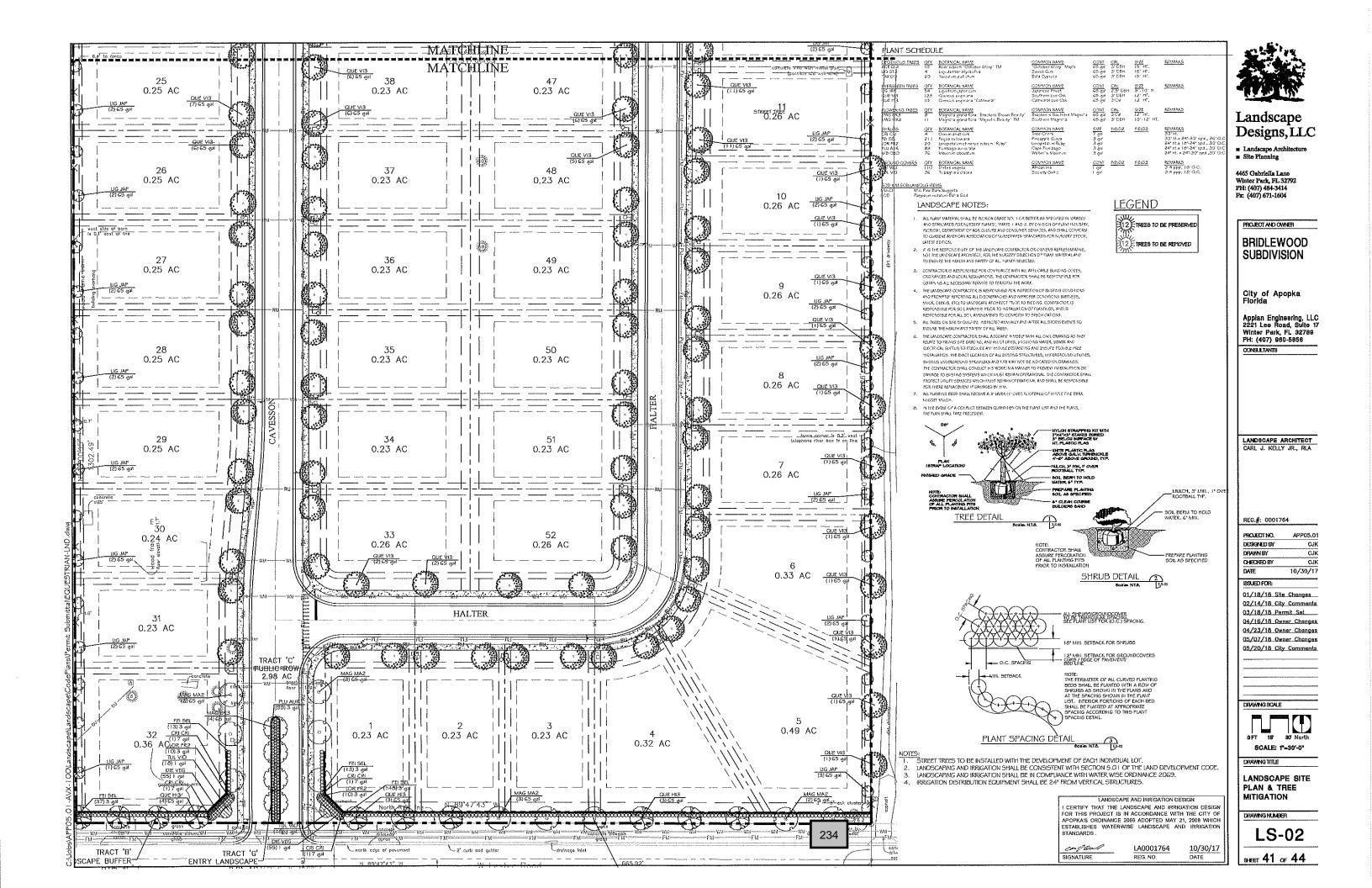
City of Apopka Florida

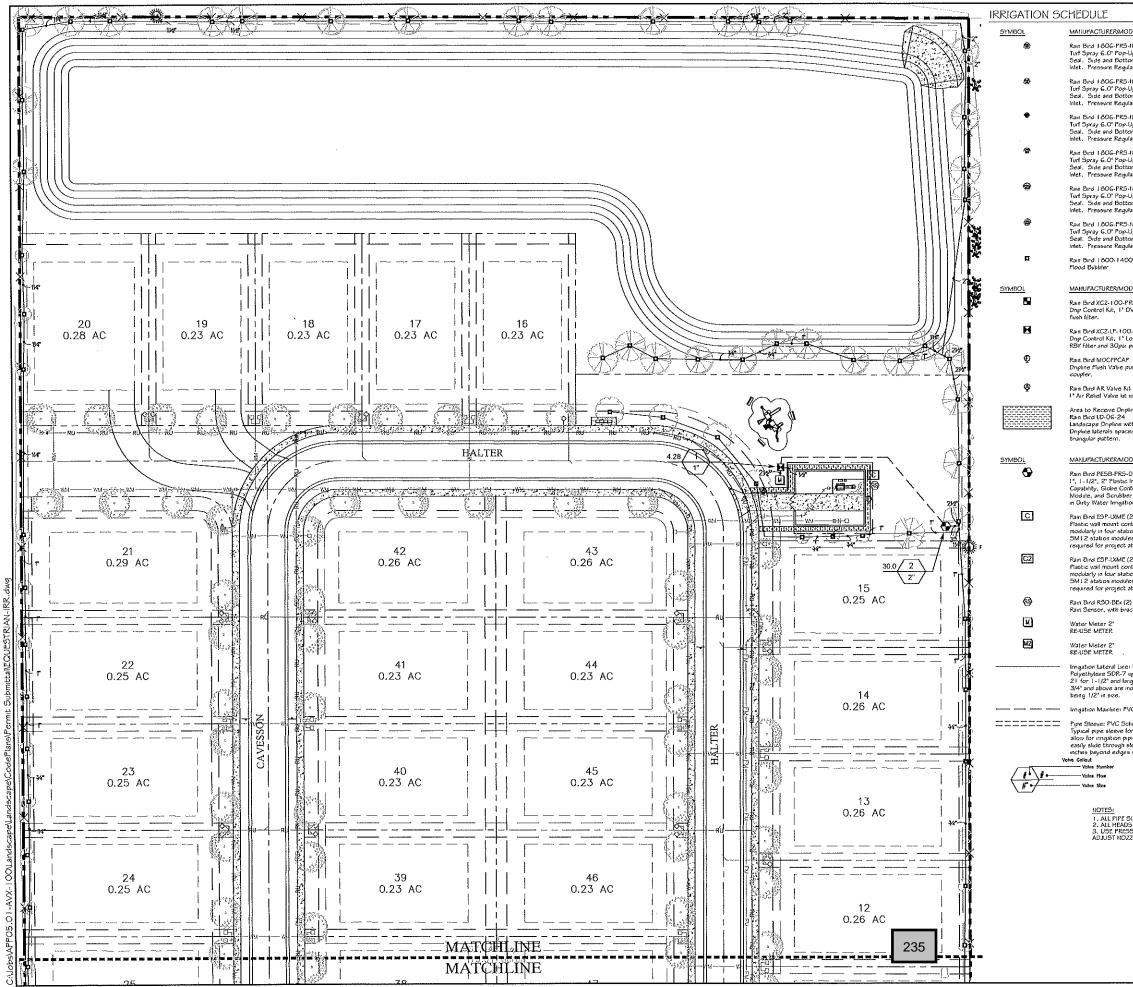
Applan Engineering, LLC 2221 Lee Road, Suite 17 Winter Park, FL 32789 PH: (407) 960-5656 CONSULTANTS

LANDSCAPE ARCHITECT

REG.#: 0001764

PFICUECT NO,	APP05.01
DESIGNED BY	CJK
DRAWN BY	CJK
CHECKED BY	CJK
DATE	10/30/17
ISSUED FOR:	
01/18/18 Site	e Changes
02/14/18 Cit	Comments.
03/18/18 Per	mit_Set
04/16/18 Ow	ner Changes
04/23/18_0w	ner Changes
05/07/18 Ow	ner Changes
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DEL/DESCRIPTION		ARC	<u>P51</u>	GPM	RADIU5	
5-HP 15 Stop Senes -Up Sponkler with Co-Molded Wiper tom Inlet, 1/2' HPT Female Threaded ulating, With Non Potable Purple Cap.	49	CST	30	1.21	4'x30'	
5-HP 15 Stop Senes -Up Sprinker with Co-Molded Wiper tom Inlet. 1/2' HPT Female Threaded Jahng. With Non Potable Purple Cap.	I	EST	30	0.61	4'x I 5'	
5-HP 5 Senes MPR -Up Sprinkler with Co-Molded Wiper tom Inlet. 1/2' NPT Female Threaded vlating, With Non Potable Purple Cap.	17	180	30	0.20	5'	
)-IP 8 Senes MPR -Up Sprikler with Co-Molded Wiper tom linkt. 1/2' NPT Female Threaded Jahng. With Non Potable Purple Cap.	4	180	30	0.52	8'	446 Wh PH
5-NP 10 Series MPR -Up Sprinkler with Co-Molded Wiper tom Inlet. 1/2" NPT Female Threaded Jating. With Hon Potable Purple Cap.	65	180	30	0.79	10,	Fr
3-NP 10 Series MPR -Up Sprinkler with Co-Molded Wiper tom Inlet. 1/2' NPT Female Threaded vlabing. With Non Potable Purple Cap.	1	90	30	0.39	10	
XX Flood	125	360	30	0.50	P	
DDEVDESCRIPTION						
PRF-BF DV valve, 1° pressure regulating back	2					
10-PRF Low Flow valve, 3/4° pressure regulating 1 pressure regulator.	1					
P purple cap in compression fitting	I					
ut : with 6' drip valve box.	F					
pline with O.G I gph emitters at 24° o.c. ced at 24° apart, with emitters offset for	4,235 s.f.					
DDEL/DESCRIPTION						
-D - Industrial Valves. Low Flow Operating intiguration. With Pressure Regulating en Technology for Rehable Performance tion Applications.	4					
(2) Introller with 8 to 48 stations adjusted from increments, with SM4, SM8, and les. Supply number of stations as at one station per value.	F					
(2) ontroller with 8 to 48 stations adjusted too increments, with SM4, SM8, and les. Supply number of stations as at one station per value.	I					
2) acket, extension wire	2					
	1					
	1					
e: Polyethylene and PVC Class 200 up to 1-1/4*, then PVC Class 200 5DR reger. Only lateral transition pipe sizes indicated on the plan, with all others	7,332 I.f.					
VC Class 200 SDR 21	379.5 I.f.					
chedule 40 for imgation pipe. Pipe steeve size shall	199. H.f.					
iping and their related couplings to sleeving material. Extend sleeves 18 is of pairing or construction.						
Sizes Shall Not Exceed a velocity of 55 Shall be Min. 4" from Paved Surf Ssure Compensating Screens (Rain e	F 57 5EC. ACE5	24 170				
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Con france		0001 3. NO.	764	_	0/30/17 ATE	



Landscape Designs, LLC

Landscape Architecture
 Site Planning

4465 Gabriella Lane Winter Park, FL 32792 PH: (407) 484-3414 Fr. (407) 671-1604

PROJECT AND OWNER

BRIDLEWOOD SUBDIVISION

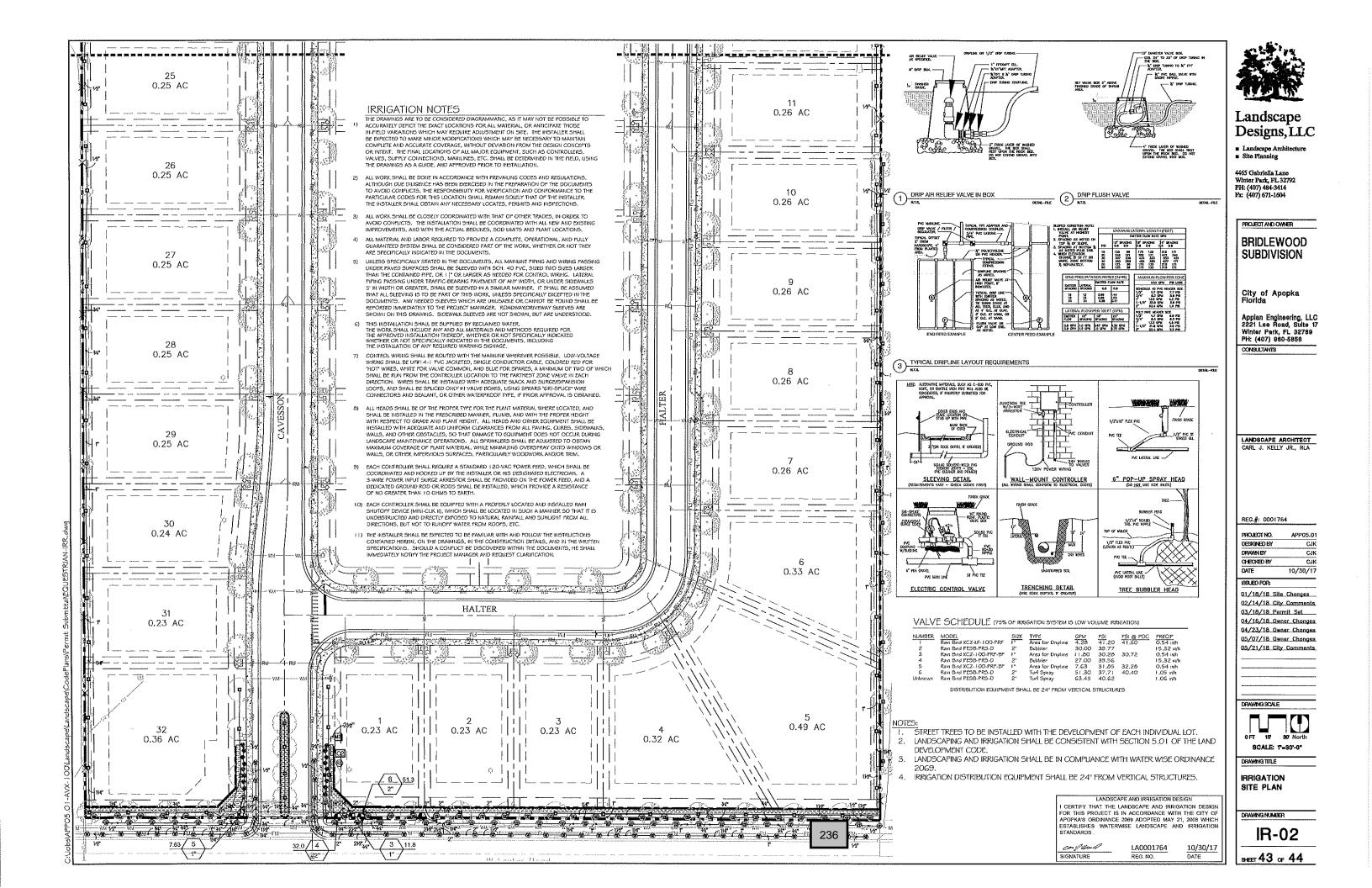
City of Apopka Florida Appian Engineering.

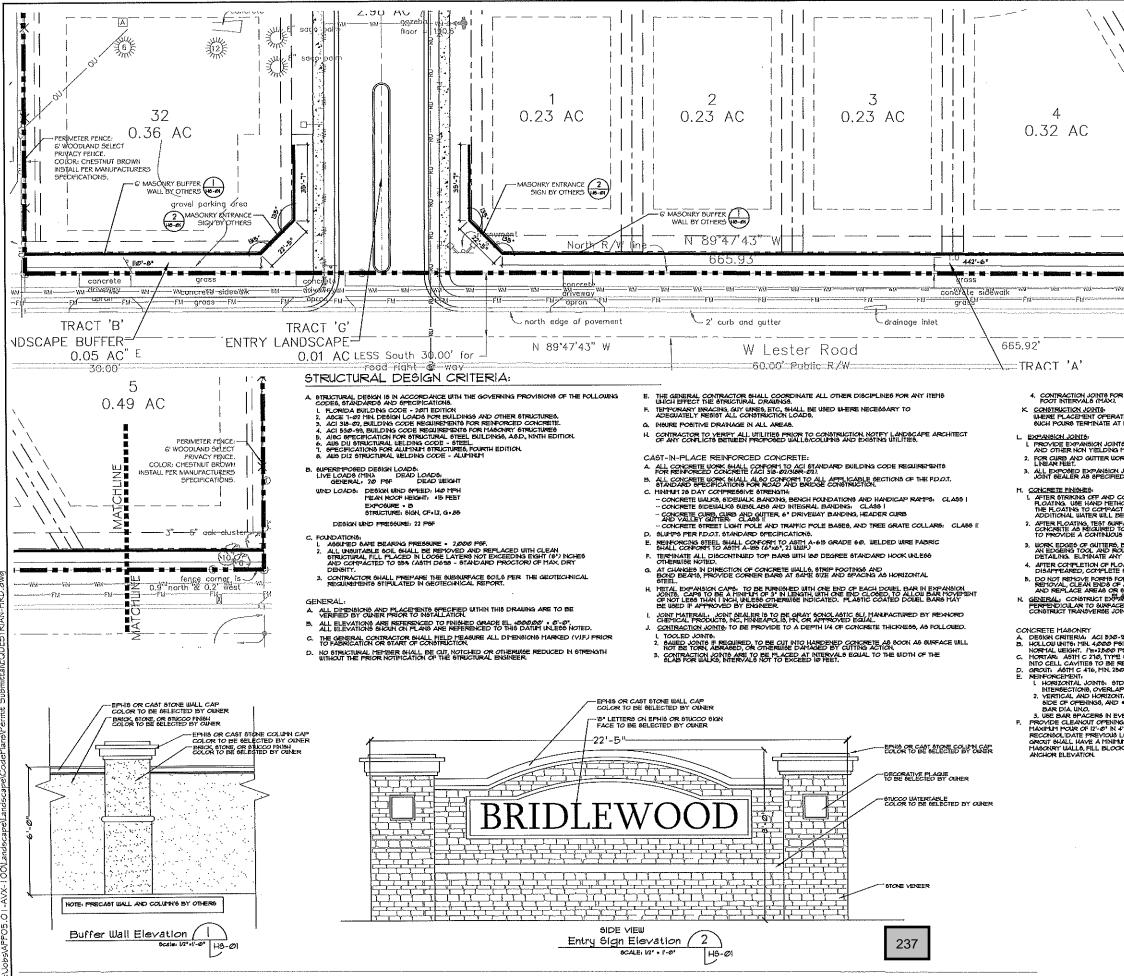
Appian Engineering, LLC 2221 Lee Road, Suite 17 Winter Park, FL 32789 PH: (407) 960-5866 CONSULTANTS

LANDSCAPE ARCHITECT CARL J. KELLY JR., RLA

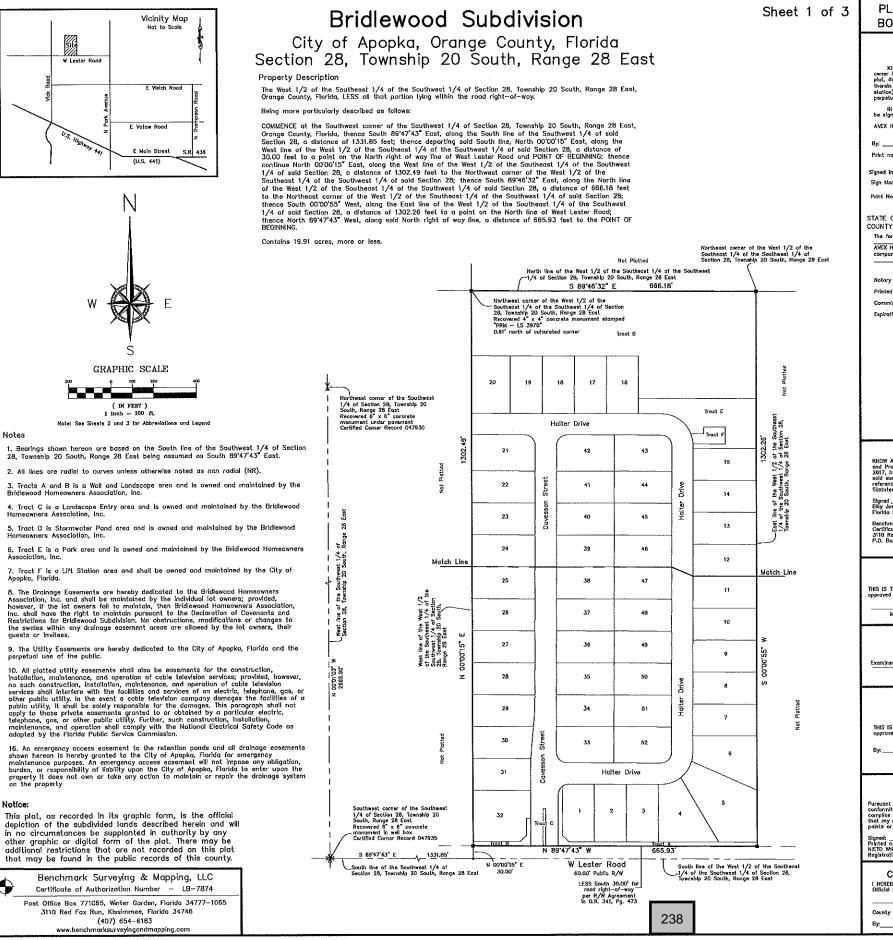
REG.#: 0001764

DESIGNED BY CJK
DRAWN BY CJK
CHECKED BY CJK
DATE 10/30/17
ISSUED FOR:
01/18/18 Site Changes
02/14/18 City Commenta
03/18/18 Permit Set
04/16/18 Owner Changes
04/23/18 Owner Changes
05/07/18 Owner Changes
05/21/18 City Comments
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	$\langle \rangle \langle \rangle$	1		 Landscape Architecture Site Planning
			PER G'WOC P COLOR: CHE NSTALL PER MA SF	4465 Gabriella Lans Winter Park, FL 32792 PH: (407) 484-3414 Fr: (407) 671-1604
	////	└─ ─ ─ <mark></mark>		PROJECT AND OWNER
			3"	BRIDLEWOOD SUBDIVISION
	FM		0.9 ⁷⁴ north	City of Apopka Florida Appian Engineering, LLC 2221 Lee Road, Suite 17 Winter Park, FL 32789
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				DRAWING SCALE
i	1	CAPE AND IRRIGATION D		HARDSCAPE SITE PLAN & DETAILS
	FOR THIS PROJECT I APOPKA'S ORDINANC	LANDSCAPE AND IRRIG S IN ACCORDANCE WIT E 2069 ADOPTED MAY RWISE LANDSCAPE AT	H THE CITY OF 21, 2008 WHICH	DRAWING NUMBER HS-01
	SIGNATURE	LA0001764 REG. NO.	10/30/17 DATE	
		AEG. NU.		SHEET 44 OF 44



Notes

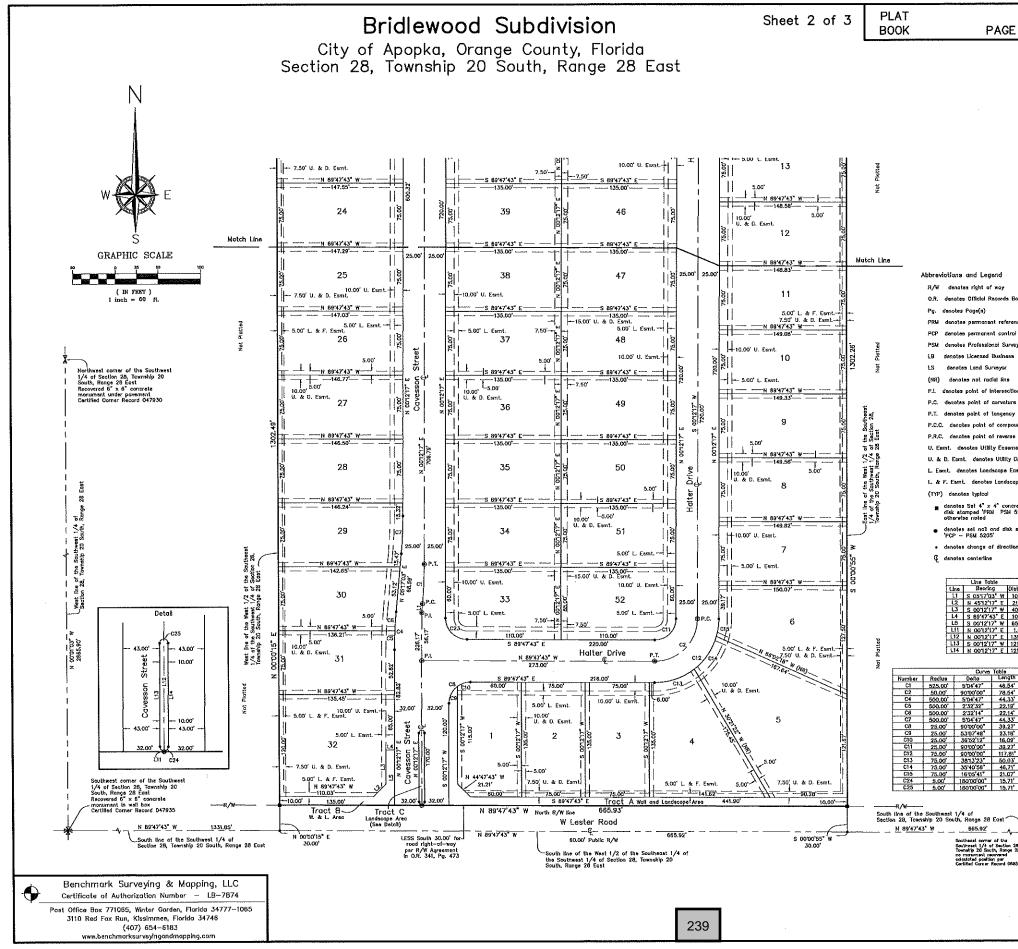
Apopka, Florida.

Notice:

in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

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use of the publ	
	F, the undersigned has caused these presents to named below on
KES, LLC, a Flor	ida limited liability company
5:	
he presence of:	
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)F olog Instrument ZOI JES, LLC, a Flor He [1s personal	was acknowledged before me thisday of 8, by ido innited liability company on behalf of the ify known to mei [Ans produced us identification]
gnature	
atary Name	
011 # Date	
UEN BY THESE solonal Lond Sur completed the s by was made und monuments how and that sold is	FICATE OF SURVEYOR PRESENTS, That the undersigned, being a licensed veryor, does hereby certify that an October 16, urvey of solid (ands shown in the forcepting plat and the her approximation endeling without 17, Providen and her because the output of Apopter, Florida.
	Date
	or and Mapper License Number 5205
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Abbreviations and Legend

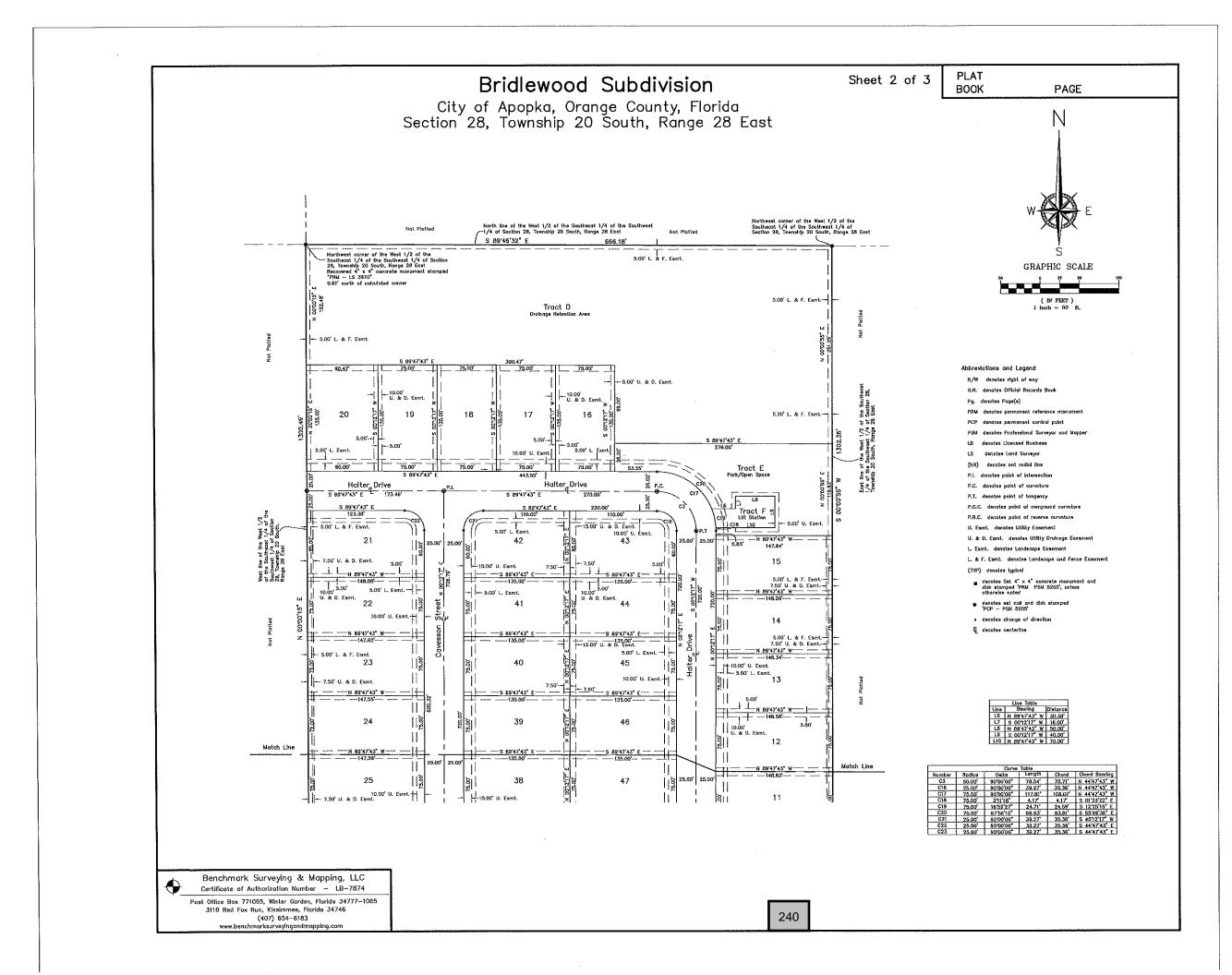
- R/W denotes right of woy
- O.R. denotes Official Record
- Pg. denotes Page(s)
- RM denotes parmonant

- PCP denotes permanent control point
- enotes Professional Surveyor
- denotes Licensed Busines
- LS denotes Lond Surveyor
- denotes ant rodict lice
- P.I. denotes point of interesctio
- P.C. denotes point of curvature
- P.T. denotes point of tongency
- P.C.C. denotes point of compound
- P.R.C. denotes point of reverse curvature
- U. Eemt. denotes Utility Easemen
- U. & D. Eamt. denotes Utility Drainage
- L. Ewnt. denotes Londscope Epseman
- L. & F. Esmi. denotes Landscope and F
- (TYP) denotes typical
- denotes Set 4" x 4" concrete monume disk stamped 'PRM PSM 5205', unless otherwise noted
- denotes set not ond disk stomped 'PCP PSM 5205'
- denotes change of direction
- C denotes centerline

	Line Table	
Une	Bearing	Distance
L1	S 0517'03 W	10.60'
L2,	N 4512'17" E	21.21
L3	S 001217" W	40.00'
14	S 89'47'43 E	10.00'
L5	S 001217 W	65.00
111	N 001217 E	1.00*
112	N 0012'17" E	131.50'
1.13	\$ 00°12'17" ₩	121.50
L14	N 001217" E	121,50

		Durva	Table		
ber	Radius	Delto	Length	Chord	Chord Bearing
:1	525.00*	5'04'47	46.54	46,53	N 02'44'40" E
2	50.00	90'00'00"	78.54	70.71	N 45'12'17" E
4	500.00	5'04'47	44,33	44.31	S 02 44 40 W
5	500.00	2'32'32"	22.19	22.16*	5 01'28'33" W
6	500.00	2'32'14	22,14	22.14	S 04'00'56" W
7	500.00'	5'04'47	44,33	44.31	S 02'44'40" W
8	25.00	90'00'00"	39.27	35,36	S 451217" W
9	25.00	53'07'48"	23.16	22.36	S 26'46'11" W
0	25.00	36'52'12"	16,09*	15,61	\$ 71'46'11" W
11	25.00	90'00'00"	39.27	35.36	N 451217 E
12	75.00	90'00'00"	117.81	105.07	א 45°12'17* צ
13	75,00	3813'23	50,03	49.11	S 71'05'36* W
4	75.00	35'40'58"	46,71	45.96'	S 34'06'26" W
15	75.00	15'05'41"	21.07	21.00	S 0815'07" W
24	5,00	180'00'00"	15.71'	10.00'	S 89'47'43" E
25	5.00	160'00'00"	15.71	10.00'	N 89'47'43" W

Southeast corner of the Southeast 1/4 of Section 28, Township 20 South, Range 28 Ees no morummait recovered editational perilian per Cartified Corner Record 068589





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THE PLY GEM PROMISE: Ply Gem is a 70-year leader in pioneering performance home exteriors, with a superior warranty for exactly the home you want for decades to come.

EQUESTRIAN CENTER SUBDIVISION Project № 17093 October 2017

TRAFFIC IMPACT ANALYSIS CITY OF APOPKA FLORIDA



3101 Maguire Boulevard, Suite 265 Orlando, Florida 32835 www.trafficmobility.com (407) 531-5332

Prepared for:

Appian Engineering 2221 Lee Road, Suite 17 Winter Park, Florida 32789

EXECUTIVE SUMMARY

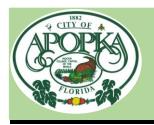
This traffic analysis was performed to assess the impact of the proposed Equestrian Center Subdivision. The site is located on Lester Road, east of Vick Road and west of Rock Springs Road, in the City of Apopka, Florida. The property will include a total of 52 single family units.

The analysis evaluated project impacts to roadway segments and intersections within the primary site's influence area and a preliminary access review. The results of the analysis as documented herein are summarized below:

- The proposed development will generate a new daily traffic volume of 576 vehicle trips, of which 46 trips will occur in the AM peak hour and 58 trips will occur in the PM peak hour.
- Analysis of roadway segment capacity reveals that all study segments currently operate within their adopted capacity except for the northbound approach at Vick Road.
- Analysis of the study intersections indicates that they currently operate at adequate LOS and are projected to continue to do so at project buildout, except northbound on Vick Road. It should be noted that the project's impact on the backlogged roadway segment is less than 2% of the roadway's current capacity.
- A review of the project driveway at Lester Road and the required turn lane treatments reveals that turn deceleration lanes on Lester Road are not warranted or necessary to serve the projected traffic.
- The proposed development does not adversely impact traffic operations in the vicinity of the site.



243



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS X OTHER: Final Development Plan MEETING OF: FROM: EXHIBITS: September 5, 2018 Community Development Vicinity Map Zoning Map Aerial Map IHOP Restaurant FDP Architectural Renderings Access & Utility Easement

SUBJECT: IHOP RESTAURANT – FINAL DEVELOPMENT PLAN

APPROVE THE FINAL DEVELOPMENT PLAN FOR IHOP RESTAURANT

SUMMARY:

REQUEST:

OWNER/APPLICANT: Calmil Investment Group LP 95% Int Kenneth Lee Jureit Trust 5% Int

ENGINEER: Rogers Engineering, LLC, c/o Wallace L. Brinkman III, P.E.

LOCATION: 1120 West Orange Blossom Trail

- PARCEL ID #s: 05-21-28-0000-00-025 (portion)
- FUTURE LAND USE: Commercial
- ZONING: C-2 (General Commercial)
- EXISTING USE: Vacant
- PROPOSED USE: Restaurant
- TRACT SIZE: 2.25 +/- acres
- BUILDING SIZE: 4,500 square feet

FLOOR AREA RATIO 0.046 (0.25 Maximum)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

Direction	Future Land Use	Zoning	Present Use
North (City)	Commercial	PUD (Commercial)	Automobile Service Station and Multi-tenant Center
East (City)	Commercial	C-1 (Retail Commercial)	Retention Pond
South (County and City)	Residential	County I-4 (Heavy Industrial District) and City R-1 (Residential Single-Family District)	Railroad and Single Family Residential Subdivision (Poe Reserve)
West (City)	Commercial	C-2 (General Commercial District)	Retail Sales

RELATIONSHIP TO ADJACENT PROPERTIES:

PROJECT SUMMARY: This is a request to approve the IHOP Restaurant – Final Development Plan that includes a building size of 4,500 square feet. A preliminary development plan is not required for development proposing less than 10,000 sq. ft. of building floor area.

<u>PARKING</u>: Per Land Development Code parking requirements, 48 parking spaces are required while the applicant is proposing 70 parking spaces, four of which are reserved as a handicapped accessible spaces.

<u>ACCESS/TRANSPORTATION</u>: The site will have access to U.S. 441 via a full access at the northern end through cross-access easement within the Verizon Store and AutoZone parcels, and two access driveways along U.S. 441 within the IHOP site, one full-access and one right-in, right-out only.

AutoZone and IHOP are proposed on a single parcel and will share all access; accordingly, a single transportation impact analysis (TIA) was submitted to evaluate the combined impacts of AutoZone and IHOP on the surrounding roadway segments and intersections. Included in the analysis were segments of U.S 441/W Orange Blossom Trail, Errol Parkway, Lake Doe Boulevard, and Old Dixie Highway. Intersections analyzed were U.S. 441/W Orange Blossom Trail and Vick Road; U.S. 441/W Orange Blossom Trail and Errol Parkway; Old Dixie Highway and Errol Parkway; Old Dixie Highway and Vick Road; Lake Doe Boulevard site entrance; and U.S. 441/W Orange Blossom Trail site entrances.

The projects will generate 503 daily and 44 P.M. Peak Hour Net New trips. The addition of these project trips to the study roadways and intersections will not cause the Level of Service (LOS) to fall below the City's adopted LOS standard.

Right and left turn warrant analyses were conducted for the site entrances on U.S. 441 and concluded that turn lanes are not needed to safely accommodate project traffic.

Both access driveways on U.S. 441/W Orange Blossom Trail are required for the site at the time of development of either project if they are not developed simultaneously.

EXTERIOR ELEVATIONS: The height of the proposed building is 27 feet, well below the maximum allowable height of 35 feet. Staff has found the proposed building elevations meet the intent of the City's Development Design Standards\Guidelines.

STORMWATER: The stormwater management system includes an on-site retention area, on the southern portion of the project site. The stormwater pond design meets the City's Land Development Code requirements.

<u>BUFFER/SCREENING/LANDSCAPING/TREE PROGRAM</u>: As part of the development plan approval, Ligustrum and Crepe Myrtles, and Indian Hawthorn shrubs line the 10-foot wide buffer adjacent to the U.S. Highway 441. Magnolias are placed in the parking landscaped islands

Arbor Assessment	
Total inches on-site (before removal):	161
Total specimen inches removed	56
Total non-specimen inches removed	95
Total inches retained:	10
Total inches added:	281
Total inches post development:	291

<u>CONDITION OF APPROVAL</u>: All access driveways must be constructed and all associated cross access easements must be recorded across both the IHOP and AutoZone sites prior to issuance of a certificate of occupancy on either site.

PUBLIC HEARING SCHEDULE:

August 14, 2018 – Planning Commission, 5:30 pm September 5, 2018 – City Council, 1:30 pm

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the IHOP Restaurant Final Development Plan, subject to the findings of this staff report.

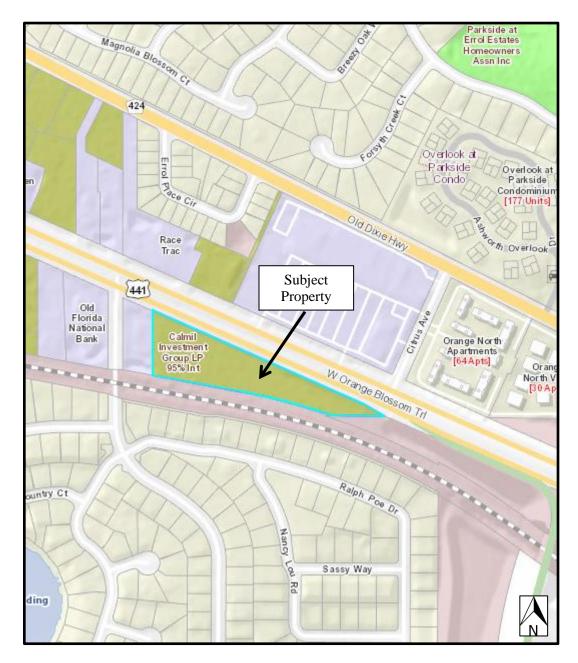
The **Planning Commission**, at its meeting on August 14, 2018, found the IHOP Restaurant Final Development Plan consistent with the Land Development Code and Comprehensive Plan; and unanimously recommended approval of Final Development Plan, subject to the findings of this staff report.

City Council: Approve the IHOP Restaurant Final Development Plan.

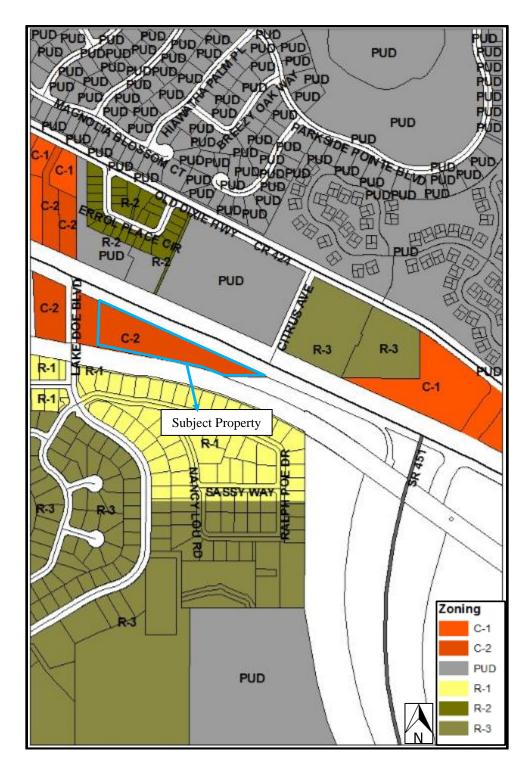
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Application:IHOP Restaurant Final Development PlanOwner/Applicant:Calmil Investment Group LP 95% Int; Kenneth Lee Jureit Trust 5% IntEngineer:Rogers Engineering, LLC, c/o Wallace L. Brinkman III, P.E.Location:1120 West Orange Blossom TrailParcel I.D. #:05-21-28-0000-00-025Total Site Area:3.30 acres +/-

VICINITY MAP



ZONING MAP



AERIAL MAP



A FINAL DEVELOPMENT PLAN

FOR



1120 W. Orange Blossom Trail Apopka, Florida



SECTION 5, TOWNSHIP 21 S., RANGE 28 E.

SHEET INDEX SHEET NO. CONTENTS C0.0 TITLE SHEET



SITE DATA:

PROJECT NAME: IHOP RESTAURANT PARCEL NO.: 05-21-28-0000-00-025 OVERALL PARCEL AREA: 3.32 ACRES (144,593 S.F.) PROJECT AREA: 2.25 ACRES (97,912 S.F.) LAND USE/ZONING: COMMERCIAL/C-2 PROPOSED USE: RESTAURANT THIS SITE IS NOT LOCATED IN A FLOOD ZONE PER FEMA MAP NUMBER 12095C0120F

IMPERVIOUS AREA CALCULATIONS: PROJECT AREA: 97,912 S.F. (2.25 ACRES)

PROPOSED IMPERVIOUS AREA 4,500 S.F. BUILDING PVMT & CONC 42,064 S.F. 46,564 S.F. (47,6%) TOTAL = PERVIOUS = 51,348 S.F. (52.4%)

	SI	TE DA	ATA TABLE
PARCEL ID NUMBER	05-21-28-0000-00-025		
FUTURE LAND USE	COMMERCIAL		
ZONING	C-2		
ACREAGE/S.F.	2.25/97,912		
BUILDING HEIGHT	27 FT		
FLOOR AREA RATIO	4,500/97,912 = 0.045		
BUILDING SETBACKS	PROPOSED	FR	ONT: 80 FT
	REQUIRED	FRONT: 10 FT	
PARKING SPACES	PROVIDED: 7	PROVIDED: 70 REQUI	
TREE BANK MITIGATION FEE	N/A		
WAVER REQUEST	ND		
VARIANCE REQUEST	NO		

DRAINAGE CERTIFICATION:

THE REQUIRED DRAINAGE PATTERNS AND STORAGE CAPACITY OF THE RETENTION AREAS ARE NOT ADVERSELY AFFECTED BY THE ADDITIONAL USE OF LAND WITHIN THE BUFFER YARDS.

STATEMENT OF INTENDED USE: THIS PROJECT CONSISTS OF CONSTRUCTING A 4,500 S.F. RESTAURANT BUILDING WITH PAVED PARKING AND DRIVEWAY ACCESS TO US 441.

NOTICE! IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THE ST CURRENT APPROVED PLANS PRIOR TO CONSTRUCTION. 250

PROJECT TEAM

DEVELOPER:

RETAIL DEVELOPMENT PROPERTIES, LLC 140 E. MORSE BLVD. #J WINTER PARK, FLORIDA 32789 PHONE: 407-766-1000 CONTACT: ROBERT GIERKE EMAIL: rgierke@retoildevelopmentproperties.com

OWNER:

CALMIL INVESTMENT GROUP LP (95% INT.) KENNETH LEE JUREIT TRUST (5% INT.) 5905 MORAY CT NW CONCORD, NC 28027 PHONE: 704-787-9017 CONTACT: KENNETH JUREIT EMAIL: klj54@carolina.rr.com

ARCHITECT:

SOFARELLI & ASSOCIATES ARCHITECTURE, INC. 6365 142ND AVENUE NORTH CLEARWATER, FLORIDA 33760 PHONE: 727-530-3535 CONTACT: MICHAEL SOFARELLI, JR., ALA. EMAIL: sofareil@verizon.net

EDK - ENVIRONMENTAL DESIGN

GENERAL NOTES:

ON-SITE ASPHALT PAVEMENT SHALL BE 1.5" TYPE SP-9.5 ASPHALT OVER 6" LIMEROCK BASE (LBR 100-98% DENSITY) OVER 12" STABILIZED SUBGRADE (LBR 40-98% DENSITY). CONCRETE WALKS SHALL BE 4" THICK, 3,000 PSI WITH FIBER MESH. EXPANSION JOINTS SHALL BE 10 FT O.C. WITH CONSTRUCTION JOINTS AT 5 FT O.C.

2. ALL CONCRETE SHALL BE 3000 P.S.I. - 28 DAY STRENGTH.

3. ALL GROUND AREAS DISTURBED BY CONSTRUCTION SHALL BE IMMEDIATELY SODDED FOLLOWING FINAL GRADING. ALLOW FOR THICKNESS OF SOD WITH A 2-INCH UNDERCUT. SOD SHALL BE ARGENTINA BAHIA UNLESS OTHERWISE NOTED ON LANDSCAPE PLAN, AND SHALL BE REGULARLY WATERED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION

4. TO PREVENT EROSION DURING CONSTRUCTION, SILT FENCING SHALL BE INSTALLED AS INDICATED ON THE TREE REMOVAL & EROSION CONTROL PLAN AND MAINTAINED UNTIL THE COMPLETION OF SODDING AND LANDSCAPING.

5. ALL STRIPING SHALL BE 6" WIDE TRAFFIC PAINT, UNLESS OTHERWISE INDICATED, APPLIED WITH DOUBLE COAT A MINIMUM OF 24 HOURS APART. ALL STOP BARS SHALL BE LEAD FREE THERMOPLASTIC.

6. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE SITE VIA THE GRAVEL CONSTRUCTION ENTRANCE SHOWN ON THE TREE REMOVAL & EROSION CONTROL PLAN.

7. IRRIGATION SHALL BE PROVIDED FOR 100% OF THE SITE'S OPEN SPACE THROUGH THE ESTABLISHMENT PERIOD.

8. ALL STORM WATER MANAGEMENT SYSTEMS SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF IMPERVIOUS AREAS.

9. ALL UTILITY CONSTRUCTION SHALL MEET THE CURRENT CITY OF APOPKA STANDARDS.

10. LIGHT POLE FIXTURES CANNOT EXCEED THE HEIGHT OF THE BUILDING.

11. LIGHT POLE FOOTERS CANNOT BE EXPOSED ABOVE FINISH GRADE.

12. NO OUTDOOR STORAGE OR DISPLAY WILL OCCUR UNLESS AN AREA IS DESIGNATED AS SUCH.



CIVIL ENGINEER: ROGERS ENGINEERING, LLC 1105 S.E. 3RD AVE. OCALA, FLORIDA 34471 PHONE: 352-622-9214 CONTACT: WALLY BRINKMAN, P.E. EMAIL: wbrinkman@rogerseng.com

SURVEYOR:

ROGERS ENGINEERING, LLC 1105 S.E. 3RD AVE. OCALA, FLORIDA 34471 PHONE: 352-622-9214 CONTACT: ROONEY ROGERS P.S.M. EMAIL: rkrogers@rogerseng.com

1920 S.E. 8TH ST. OCALA, FLORIDA 34478 PHONE: 352-622-8899 CONTACT: ANDY KESSELRING, P.LA., A.S.LA., I.S.A. EMAIL: akesselrin@aol.com

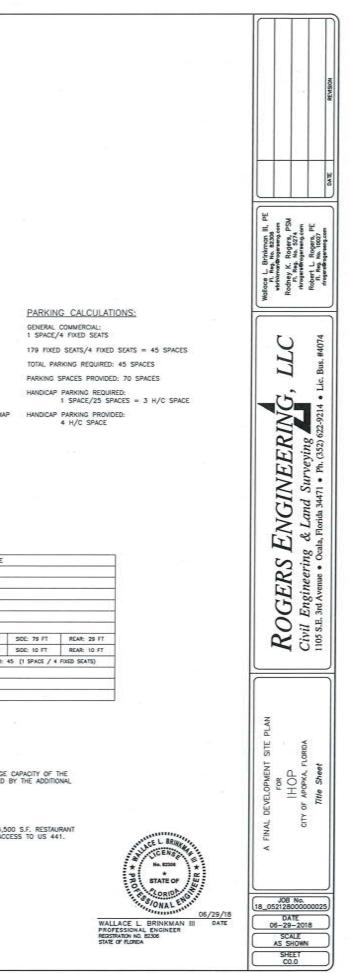
LANDSCAPE ARCHITECT:

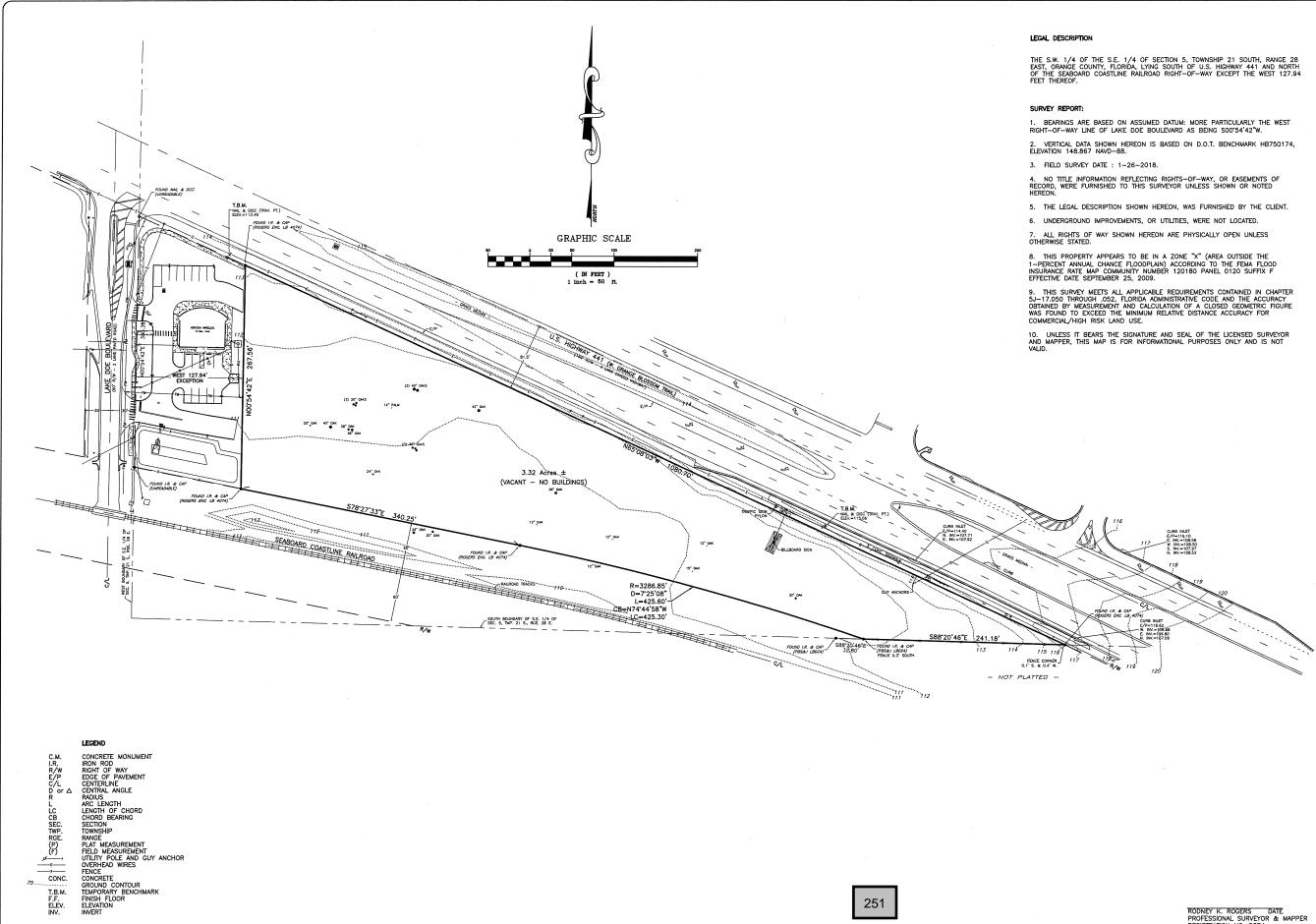


SCALE: 1" = 2,000 S.F.

LOCATION MAP

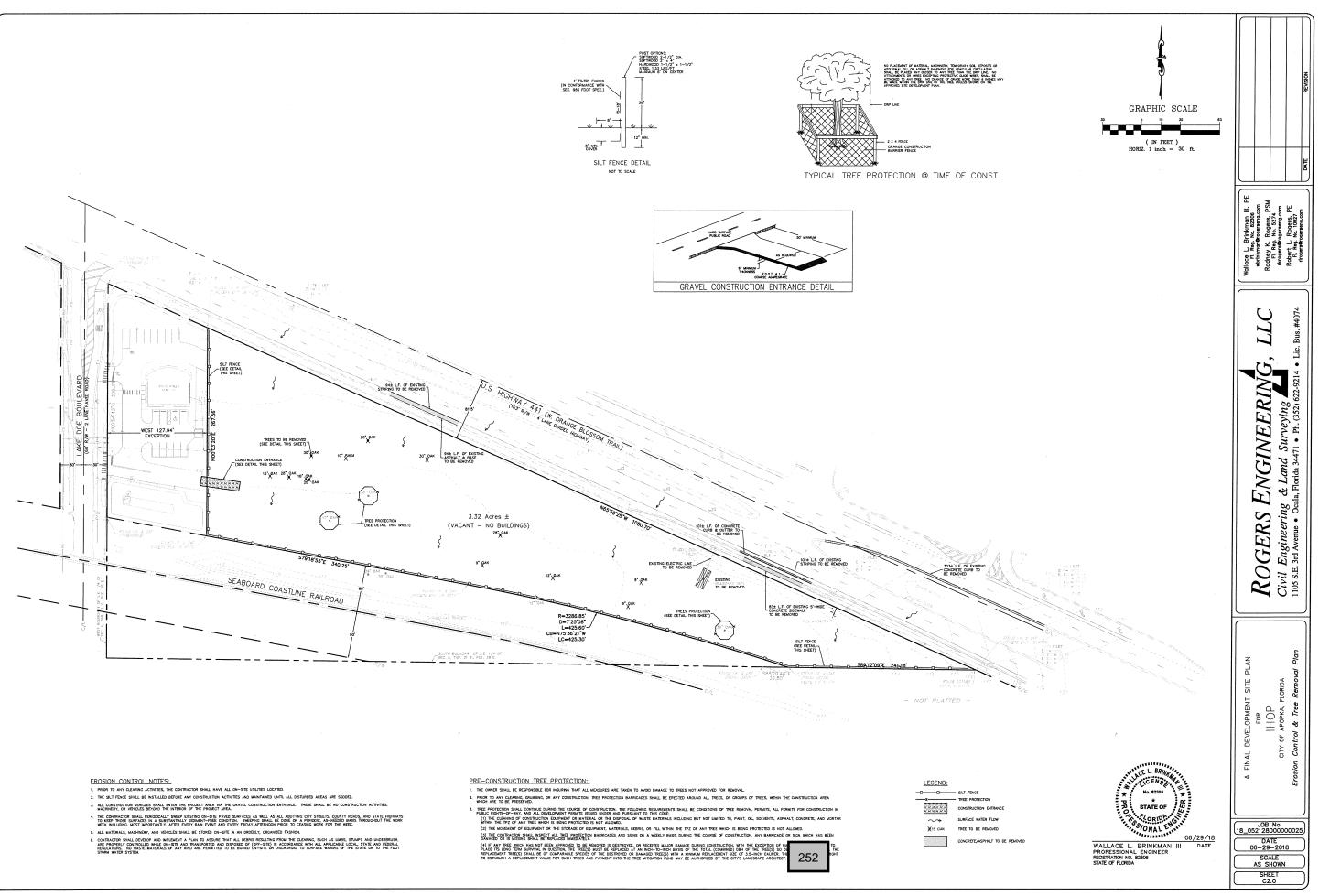
C1.0	BOUNDARY & TOPOGRAPHIC SURVEY	
C2.0	EROSION CONTROL & TREE REMOVAL PLAN	
C2.1	STORMWATER POLLUTION PREVENTION PLAN	
C3.0	SITE LAYOUT PLAN	
C4.0	PAVING, GRADING, & DRAINAGE PLAN	
C5.0	UTILITY PLAN	
C6.0	F.D.O.T. DRIVEWAY CONNECTION PLAN	
C6.1	F.D.O.T. TURN LANE PLAN	
C7.0	GENERAL CONSTRUCTION DETAILS	
C7.1	PRIVATE LIFT STATION DETAILS	
C8.0-C8.1	CITY OF APOPKA STANDARD DETAILS	
C9.0	VEHICLE ROUTING PLAN	
C10.0	EASEMENT PLAN	
001-L002	LANDSCAPE PLAN	
003-L004	IRRIGATION PLAN	
L005	LANDSCAPE & IRRIGATION NOTES	
E6	SITE PHOTOMETRIC PLAN	
E-6.1	SITE PHOTOMETRIC DETAILS PLAN	







RODNEY K. ROGERS DATE PROFESSIONAL SURVEYOR & MAPPER REGISTRATION NO. 5274 STATE OF FLORIDA





I. SITE DESCRIPTION:

(1) NATURE OF CONSTRUCTION ACTIVITY: THIS PROJECT INCLUDES CONSTRUCTION OF A BERM AND SWALE WITHIN AUTOZONE/HOP PROJECT LIMITS.

(2) SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

- THERE OF MANDATION DISTURBING ADJUNIES. (0) THE CONTRACTOR SHALL BE REQUIRED TO PREPARE A SITE SPECIFIC EROSION CONTROL PLAN ALONG WITH A DETAILED CONSTRUCTION SCHEDULE TO INDICATE DATES OF MAJOR GRADING ACTIVITIES AND DETERMINE SEQUENCES OF TEMPORARY AND PERMANENT SOL DISTRIBUTING ACTIVITES ON ALL PORTIONS OF THE FROJECT. (6) THE CONTRACTOR WILL BE REQUIRED TO ONOIFY THE FLAND OR MATERIALS TO ADAPT TO SEASONAL VARIATIONS, CONSTRUCTION ACTIVITY VARIATIONS, OR AS DIRECTED BY THE ENGINEER.
- c) APPLICABLE EROSION CONTROL DEVICES AND IMPLEMENTATION PROCEDURES ARE SUPPLIED IN THE FDOT EROSION AND SEDIMENT CONTROL MANUAL
- (a) THE ENGLISH SOUTHOL DETERMINING IF ANY MODIFICATIONS OR ADDITIONAL CONTROLS ARE REQUIRED AND TO OBTAIN DEPLOYMENT SCHEDULES FOR THE IMPLEMENTATION OF ALL ADDITIONAL EROSION CONTROL DEVICES FROM THE CONTRACTOR.

(3) GENERAL NOTES

- (a) ALL EROSION AND SEDIMENT CONTROL DEVICES FOR EACH PHASE OF WORK ARE TO BE INSTALLED PRIOR TO BEGINNING WORK ON THAT PHASE (b) INSTALL EROSION AND SEDIMENT CONTROL DEVICES WHERE LISTED IN THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR PERIMETER CONTROLS BEFORE THE LAND IS
- DISTURBED.
- (c) PROVIDE SEDIMENT BARRIERS WHERE LISTED IN THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR DITCH BLOCKS DURING CONSTRUCTION

- (c) PROVIDE SEDMECTI DARABLES MILIES DE LA INE CONTRECION SI ALTIGUES ENGINE AND SEDMECTI CONT (c) PROVIDE INELT PROTECTION SYSTEMS AT INELT OPENINGS.
 (e) COVER OR STABILIZE DISTURBED AREAS AS SOON AS POSSIBLE.
 (f) DO NOT DISTURB AN AREA UNTIL IT IS INCESSARY FOR CONSTRUCTION TO PROCEED.
 (g) TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT FROM SEASONAL CLIMATE CHANGES OR WEATHER EVENTS. (h) DO NOT REMOVE PERIMETER CONTROLS UNTIL AFTER ALL UPSTREAM AREAS ARE FULLY STABILIZED AND PERMANENT VEGETATION IS ESTABLISHED.

(4) PROJECT AREAS: THE ESTIMATED TOTAL PROJECT AREA IS 3.32 ACRES.

(5) RUNOFF COEFFICIENTS BEFORE Cw(8), DURING Cw(D) AND AFTER Cw(A) CONSTRUCTION: RUNOFF COEFFICIENT FOR: GRASSED SHOULDERS ADJACENT TO ROADWAY: C=0.20 IMFERVIOUS ROADWAYS AND PAVED SHOULDER: C=0.95

DISTURBED AREAS, EXPOSED SOIL, ETC., DURING CONSTRUCTION: C=0.20

WEIGHTED RUNOFE COFFEICIEN

WEUNTLD HONOF CUEFTICENT: BEFORE: CW(8)=0.44 DURING: CW(2)=0.59 AFTER: CW(A)=0.59 THE RUNOFF CUEFTICIENT DURING CONSTRUCTION, CW(D), IS CALCULATED ASSUMING THAT THE MAXIMUM ALLOWABLE AREA OF SOIL IS DISTURBED DURING CONSTRUCTION, AND THE REMAINING AMOUNT IS THE EXISTING IMPERVIOUS AND GRASSED SHOULDER AREAS.

(6) DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE: THE SOIL SURVEY INDICATES THAT THE MAJORITY OF THE SURFICIAL SOILS LOCATED ALONG ONSITE ARE PREDOMINANTLY SAND.

NRCS SOILS DATA FOR ORANGE COUNTY IS PROVIDED IN THE DRAINAGE DOCUMENTATION. MORE DETAILED INFORMATION REGARDING GENERALIZED SOIL INFORMATION IS PROVIDED IN THE DRAINAGE

(7) ESTIMATED DRAINAGE AREA AND AVERAGE SLOPE OF DRAINAGE AREA FOR EACH OUTFALL (a) SITE MAP: THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAP (b) DRAINAGE MAP: PLEASE REFER TO DRAINAGE REPORT.

(8) RECEIVING WATERS: THE PROPOSED STORMWATER RUNOFF WITHIN WILL BE FULLY RETAINED ON-SITE WITH NO DISCHARGE.

(9) THE OUTFALLS DRAIN INTO WBID 1329E (VERIFIED IMPAIRED) FOR MERCURY IN FISH PER FDEP 303(d) LIST.

- OUTFALL LOCATIONS: (TEMPORARY AND PERMANENT) (10) DESCRIPTION LATITUDE LONGITUDE (a) N/A N/A N/A
- NO WETLAND IMPACTS ARE PROPOSED. (11)
- DESCRIPTION OF STORMWATER MANAGEMENT: (EXISTING/PROPOSED)

(12) (a) EXISTIC STORWATER PRIMARILY INFITMETES INTO THE EXISTING SANDY SOLLS, WITH DISCHARGE TO THE ADJACENT RAILROAD RIGHT-OF-WAY.
 (b) PROPOSED STORWATER RUNOFF WILL BE RETAINED IN ON-SITE DRY RETENTION PONDS WITH NO OFF-SITE DISCHARGE.

IL CONTROLS: EROSION AND SEDIMENT CONTROLS (1) WATER QUALITY MONITORING:

(a) WATER QUALITY MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE SPECIAL CONDITIONS OF ALL ENVIRONMENTAL PERMITS OR BY THE CONTRACTOR UPON THE OBSERVATION THAT WATER CUALITY STANDARDS MAY BE VIOLATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE

(b) THE PROJECT ADMINISTRATOR WILL BE RESPONSIBLE FOR MONITORING ANY ACTIVITIES FOR VIOLATION OF WATER QUALITY STANDARDS AS THEY RELATE TO TURBIDITY [NO GREATER THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND OR GREATER THAN 1 NTU ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OUTSTANDING FLORIDA WATERS (OFW)].

(c) IF WATER QUALITY STANDARDS ARE VOLLATED, CONSTRUCTION SHOULD BE STOPPED IMMEDIATELY, THE ENVIRONMENTAL PERMIT CONDITIONS FOLLOWED AND EROSION AND SEDIMENT CONTROL DEVICES REEVALUATED AND APPROVED BY THE ENGINEER PRIOR TO ANY CONTINUATION OF ACTIVITY. MONITORING ACTIVITIES AND TURBIDITY READINGS SHALL BE RECORDED ON THE CONSTRUCTION INSPECTION REPORT AND CONTINUED UNTIL TURBIDITY READINGS FALL BELOW AN ACCEPTABLE LEVEL (29 NTU ABOVE BACKGROUND OR 1 NTU ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OFW).

(d) WATER QUALITY MONITORING MAY BE CONDUCTED DURING ANY PHASE OF CONSTRUCTION AS DIRECTED BY THE PROJECT ENGINEER

(2) STABILIZATION PRACTICES:

(c) STABILIZATION MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO MANTAINING, ESTABLISHING AND USING VECETATION, APPLYING MULCHES, SODDING, SEEDING, BMP'S AND THE USE OF ROLLED EROSION CONTROLLED PRODUCTS. WHEN CONSTRUCTION ACTIVITES HAVE TEMPORARILY OR FERMANENTLY CEASED. SIDE SLOPES SHALL BE STABILIZED WITH PERFORMANCE SODDING OR SEEDING OR ANY OTHER APPROVED METHOD OF STABILIZATION INCLUDED IN THE STATE OF FLORIDA EROSION AND SEDIMENT AND SEDIMENT AND SEDIMENT (b) STABILIZATION SHALL TAKE PLACE AS SOON AS PRACTICAL IN PORTIONS OF THE PROJECT WHERE CONSTRUCTION ACTIVITIES HAVE CEASED, BUT NO LATER THAN 7 DAYS AFTER ANY CONSTRUCTION ACTIVITY CEASES EITHER TEMPORARILY OR PERMANENTLY.

(c) ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO THE CONTRACT DOCUMENTS, AND THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN.

(d) ANY TEMPORARY MATERIAL USED FOR POLLUTION OR EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND FINAL STABILIZATION OF THE PROJECT HAS BEEN ACHIEVED.

(e) SEDIMENT BARRIERS SHOULD BE USED ALONG THE LENGTH OF THE PROJECT WHERE THE GROUND SLOPES AWAY FROM THE RICHT-OF-WAY OR WHERE THERE IS POTENTIAL FOR SEDIMENT TO BE DIRECTED OFF-SITE. PARTICULAR CARE SHOULD BE USED WHEN THERE ARE WETLANDS OR WATERS OF THE U.S. ARE INVOLVED. SEDIMENT BARRIERS SHOULD BE USED AROUND THE PERIMETER OF STOCKPILE AREAS.

(1) SPACING OF SEDIMENT BARRIERS USED AS DITCH OR SWALE CHECKS/DAMS SHOULD BE BASED UPON THE HEIGHT OF THE BARRIER AND THE SLOPE OF THE DITCH OR SWALE

(9) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MODIFYING SOIL TRACKING PREVENTION SYSTEMS OR PROCEDURES AS NEEDED.

(3) STRUCTURAL PRACTICES FOR EROSION AND SEDIMENT CONTROL

(a) ROLLED EROSION CONTROL PRODUCTS (ARTIFICIAL COVERINGS)

PURPOSE: TO PROTECT DISTURBED SLOPE SURFACES AGAINST EROSION DUE TO RAINFALL OR FLOWING WATER.

(1) USED FOR PAUSES IN CONSTRUCTION DUE TO INCLEMENT WEATHER OR OTHER CIRCUMSTANCES. COULD INCLUDE NATURAL OR SYNTHETIC FIBER MATS, PLASTIC SHEETING OR NETS. (2) USED FOR EROSION CONTROL THAT FACILITATES PLANT GROWTH WHILE PERMANENT GRASS IS ESTABLISHED. COULD INCLUDE BIODEGRADABLE EROSION CONTROL BLANKETS INSTALLED ON A SEEDED AREA, ON FILL SLOPES OR IN DITCHES.

(3) USED TO STABILIZE DRAINAGE CHANNELS. CONSULT E&SC MANUAL TO DETERMINE CORRECT PRODUCT TYPE FOR CHANNEL STABILIZATION.

(b) RUNOFF CONTROL STRUCTURE (TEMPORARY SLOPE DRAIN)

PURPOSE: TO PROTECT HILLSIDE SURFACES AGAINST EROSION DUE TO CONCENTRATED FLOW OF RUNOFF WATER.

(1) USED ON FILL SLOPES AND CUT SLOPES TO REDUCE SEDIMENT TRANSPORT AND COULD INCLUDE TEMPORARY SLOPE DRAINS, GRASS-LINED CHANNELS, ROCK-LINED CHANNELS AND CHECK

(2) RUNOFF CONTROL STRUCTURES TYPICALLY DISCHARGE TO A SEDIMENT BASIN.

- (c) SEDIMENT BASIN (CONTAINMENT SYSTEM) PURPOSE: A CONTAINMENT SYSTEM IS DESIGNED TO DETAIN AN ADEQUATE VOLUME OF RUNOFF, REDUCE THE VELOCITY OF FLOW THROUGH THE SYSTEM, ALLOW FOR SET AND REGULATE THE DISCHARGE RATE FROM THE SEDIMENT BASIN.
 (1) SEDIMENT BASINS MUST BE PLACED IN STRATEGIC LOCATIONS WITHIN THE ACTIVE AREAS OF CONSTRUCTION. CONTRIBUTING AREA AND SIZE OF TARGET SOIL PARTICL SEDIMENT BASINS MUST BE PLACED IN STRATEGIC LOCATIONS WITHIN THE ACTIVE AREAS OF CONSTRUCTION. CONTRIBUTING AREA AND SIZE OF TARGET SOIL PARTICL SEDIMENT BASIN SIL BE THEP I, TYPE 2 OR THE 3 STREM.
 - (2) THE USE OF SMALLER PRE-SEDIMENTATION BASINS USED IN CONJUNCTION WITH LARGER PERMANENT RETENTION/DETENTION PONDS ARE EFFECTIVE IN CAPTURING L/ THIS TECHNIQUE REQUIRES PERIODICALLY SCHEDULED REMOVAL OF THE ACCUMULATED SEDIMENTS.

(d) SEDIMENT BARRIERS (TEMPORARY CONSTRUCTION SITE BMP) PURPOSE: SEDIMENT BARRIERS EITHER OBSTRUCT FLOW OR PREVENT THE PASSAGE OF MATER WHILE CONSTRUCTION ACTIVITIES OCCUR. SMALLER SEDIMENT BARRIERS MAY SEDIMENT CONTINUENT SYSTEM OR AS A METHOD TO REDUCE FLOW VELOCITY.
(1) THESE CONSTRUCTION BMP CAN INCLUDE SYNTHETIC BALES, STAKED SLIT FERCE, TURBIDITY BARRIERS, STORM SEWER INLET BARRIERS, ROCK BARRIERS, CEOSYNTHETI (2) APPORAITE LOCATIONS INCLUDE STITE PERMETER BELOW DISTURBED AREAS SUBJECT TO SHEET AND NULL EROSING, BELOW THE TOR OF EXPOSED AND BEODIES IS STREAM AND CHANNEL BANKS, AROUND DRANS AND INLETS LOCATED IN LOWEDNIST CON THE DOW OF AREAS UNDERCOME VERTICAL OR BOX CULVERT COI (3) INAPPORTAITE LOCATIONS FOR THESE SAME HEASINGES INCLUDE PARALLEI TO A HILSDIE CONTORI, IN CHANNELS WITH CONCENTRATED FLOW WILLESS PROPELLY R DOWNSTREAM OF CULVERTS WITH CONCENTRATED FLOW, IN FRONT OF OR AROUND INLETS ION A GRADE WITH CONCENTRATED FLOW WITH CONCENTRATED FLOW, IN FRONT OF OR AROUND INLESS ON A GRADE WITH CONCENTRATED FLOW OS TREAMS.

(e) FLOATING TURBIDITY BARRIER
PURPOSE: USED IN PERMANENT BODIES OF WATER TO RETAIN SEDIMENT AND FLOATING DEBRIS FROM A CONSTRUCTION AREA SO THAT REMOVAL OR CONTAINMENT OF THE (1) TYPE, I, LICHT DUTY, IS USED WHERE THERE IS LITLE OR NO CURRENT, NO WIND AND NO WAVE ACTION.
(2) TYPE II, MODERATE DUTY, IS USED WHIT SOME CURRENT (3.5 FT. PER SECOND) AND SOME EXPOSURE TO WIND.
(3) TYPE II, HEAVY DUTY, IS USED WHIT RORATE CURRENT (3.5 FT. PER SECOND) AND SOME EXPOSURE TO WIND.
(4) BARRIER MUST BE ATTACHED AT BOTH ENDS AND WEICHTED ON THE BOTTOM.
(5) MULTIPLE LINES OF BARRIER MAY BE USED IN SOME CIRCUMSTANCES FOR ADDITIONAL PROTECTION.
(6) STANDARD PANELS FOR WATER DEPTHS ARE 5.0°. ADDITIONAL PANELS CAN BE USED FOR WATER DEPTHS > 5.0°.

(f) STAKED TURBIDITY BARRIER PURPOSE: THIS ITEM IS COMMONLY USED IN AREAS WHERE CONTINUOUS CONSTRUCTION ACTIVITIES CHANGE THE NATURAL CONTOURS AND DRAINAGE RUNOFF PATTERNS. (1) COMMONLY USED IN LAKES AND STREAMS AS A SEDIMENT CONTAINMENT SYSTEM. SHOULD NOT BE USED WHERE WATER CURRENTS MOVE THE CURTAIN AND DISLODGE (3) MAXIMUM DEPTH OF PANEL IS 3-8".
 (3) POST MUST BE A MINIMUM LENGTH OF 5.0" AND A MINIMUM OF 10" OF FABRIC MUST BE IMBEDDED IN THE GROUND.

- (9) INLET PROTECTION SYSTEM PURPOSE: ANY OF A NUMBER OF SEDIMENT BARRIERS THAT EITHER PREVENT SEDIMENT FROM ENTERING AN INLET OR TRAP THE SEDIMENTS ONCE THEY ENTER THE INLET (1) TYPICAL APPLICATIONS INCLUDE ROCK BARRIERS, FRAME AND FILTER BARRIERS, CURB INLET "SUMP" BARRIER, CURB INLET DIVERSION BERM, CURB AND GUTTER SEDI CURB INLET INSET. (3) SHOULD BE INSTALLED ONLY WHEN CONSTRUCTION ACTIVITIES ARE ON-COING AND ONLY WHERE SUMP CONDITIONS EXIST. (3) SHOULD NOT BE USED WHEN CONSTRUCTION IS COMPLETE AND SHOULD NOT BE USED IN AREAS WHERE FLOODING COULD ENCROACH INTO THE TRAVEL LANES.
- (h) SOIL TRACKING PREVENTION DEVICE
 PURPOSE: TEMPORARY STRUCTURES TO ASSIST WITH THE REMOVAL OF SOIL MATERIAL CAPTURED ON VEHICLE TRES BEFORE THE VEHICLES ENTER THE ROADWAY.
 (i) USE ONE DEVICE PER MILE WITH A MINIMUM OF TWO PER PROJECT.
 (2) USE ADDITIONAL DEVICES FOR CONSTRUCTION AREAS THAT ARE NOT ADJACENT TO THE ROAD RIGHT-OF-WAY AND NO ACCESS IS PROVIDED THROUGH A SOIL TRACK
 (3) RRP ROACTOS SHOULD BE HANDLED ON A CASE BY CASE BASIS.

 (4) CHEMICAL TREATMENTS FOR EROSION AND SEDIMENT CONTROL:
 (3) CHEMICAL TREATMENT- POLYACEYLAMDES (PAM AND PAM BLENDS)
 PURPOSE: REDUCE SOL EROSION THROUGH SOL BINDING USED AS A WATER TREATMENT ADDITIVE TO REMOVE SUSPENDED SOLIDS FROM RUNOFF, PROVIDES APPROPRIATE VEGETATION FOR STABILIZATION AND INCREASES INFILTRATION BY INCREASING SIZE OF SOIL PARTICLE. (1) CAN BE USED ON DISTURBED SOILS. CAN BE USED IN CONJUNCTION WITH OTHER BMP'S TO ENHANCE PERFORMANCE. CAN BE APPLIED IN DISSOLVED FORM WITH WAT POWDER, CAN BE USED IN GRANULAR FORM OR MAY BE USED IN THE FORM OF FLOC LOGS.

(2) HIGHER CONCENTRATIONS OF PAM'S DON'T INCREASE THE EFFECTIVENESS OF THE PRODUCT. (3) ACTIVELY WORKED AREAS WILL REQUIRE REAPPLICATION TO REMAIN EFFECTIVE. (4) PAM SHOULD NOT BE USED WHERE THERE IS A POTENTIAL FOR EQUIPMENT CLOGGING OR TOXICITY IS A CONCERN.

(b) CHEMICAL TREATMENT - ALUM: PURPOSE: REMOVE SUSPENDED SOLIDS AND POLLUTANTS BY ENMESHMENT AND ABSORPTION INTO ALUM. COLLECT FLOCS OF SUSPENDED SEDIMENTS IN RUNOFF AND STOR STORWATER MANAGEMENT FACILITIES.

(1) ALUM IS INFOCTED INTO THE FLOW STREAM CONTAINING TURBID WATER. INJECTION IS CONTROLLED BY VARIABLE SPEED CHEMICAL PUMP TO FEED ALUM AT MULTIPLE TREATMENT IS EFFECTIVE IN TREATMENT OF RUNOFF THAT CONTAINS LIMEROCK FROM UNPAYED SURFACES.
(2) ALUM TREATMENT REQUIRES CLOSE MONITORING OF DOSAGE. COMBINISTION WITH OTHER COMPOUNDS MAY MOLATE TOXICITY REQUIREMENTS AND THE USE OF ALUM M

(5) DEWATERING OPERATIONS (OPTIONAL - BASED ON PROJECT APPLICABILITY): DESCRIPTION: DEWATERING OPERATIONS ARE PRACTICES THAT MANAGE THE DISCHARGE OF TURBID WATER WHEN WATERS OTHER THAN STORMWATER AND ACCUMULATED SI REMOVED FROM A LOCATION SO THAT CONSTRUCTION WORK MAY BE ACCOMPLISHED. THESE WATERS CAN INCLUDE GROUNDWATER, WATER TROM COFFERDAMS WATERS USED DURING CONSTRUCTION THAT TONST BE REMOVED FROM A WORK AREA.
 (a) ENVROMMENTAL AGENCIES ARE ESPECIALLY CONCERNED WITH THE PROTECTION OF WETLANDS FROM DRAWDOWN EFFECTS, PROTECTING RECEIVING BODIES FROM SEDIM CAPACITY LUMITATIONS.

CARACITE LIMITATIONS. (6) MEEP FINAMARY METHODS OF DEWATERING COMMONLY USED IN FLORIDA ARE RIM-DITCHING, SOCK/PIPE/HORIZONTAL WELLS AND WELL-POINT SYSTEMS. (6) METHODS FOR CONTAINING SEDIMENTATION CAN INCLUDE A COMBINATION OF BMP AND SEDIMENT TRAPS, SEDIMENT BASINS, GRAVITY BAG FILTERS, WEIR TANKS, DEW MEDIA/PRESENTAZINGZED BAGS AND CHEMICAL TREATMENTS.

(6) COASTAL OPERATIONS (OPTIONAL - BASED UPON PROJECT LOCATION):

() CUSIAL OPERATIONS (OFTIONAL - BASED OF NOGECT LUCATION): DESCRIPTION: CONSTRUCTION SITES IN COASTAL AREA PRESENT UNIQUE CHALLENGES DUE TO HIGHER WIND SPEEDS, SALINE LADEN AIR MOISTURE AND WAVE ACTION THAT EROSION CONTROL TECHNIQUES THAT CAN WITHSTAND THESE ELEMENTS. (6) PARTICULAR CONCERNS DURING THE DEVELOPMENT OF EROSION CONTROL PLANS IN COASTAL OPERATIONS CAN INCLUDE THE RESITANCE OF EROSION CONTROL MATER WATER TABLES, SOLL COMPACTION AND SITE DEVELOPMENT OF EROSION CONTROL PLANS IN COASTAL OPERATIONS CAN INCLUDE THE RESITANCE OF EROSION CONTROL MATER WATER TABLES, SOLL COMPACTION AND SITE DEVELOPMENT OF EROSION CONTROL PLANS IN COASTAL OPERATIONS CAN INCLUDE THE RESITANCE OF EROSION CONTROL MATER MATER TABLES, SOLL COMPACTION AND SITE DEVELOPMENT OF HE TYPICAL SANDY SOLLS LOCATED IN THESE AREAS AND SOLL STABILIZING VEGETATION MUST BE SA (b) HIGH ENERGY ENVIRONMENT SHOULD BE CONSIDERED WHEN SELECTING CONTROL DEVICES. FREQUENT MAINTENANCE IS NORMALLY REQUIRED FOR EROSION CONTROL MUST BE CONSIDERED WHEN SELECTING THE METHODS OF EROSION CONTROL.

MUST DE CONSULATED WHAT SELECTING THE WEITOUS OF ENSUING CONTROL (c) EURPORARY CONTROL TECHNOLOGIES FOR THE COASTAL ENVIRONMENT COULD INCLUDE THE USE OF COMPOST/WOOD MULCHING, HYDRAULIC MULCHING, SOIL BINDERS (d) PERMANENT CONTROLS COULD INCLUDE THE USE OF POLYMER-ENHANCED ARMORING, PRESERVING EXISTING VEGETATION WHEN POSSIBLE, ESTABLISHING PERMANENT CONSTRUCTION SITE BARRIERS (SHEET PILES/CONCRETE WALLS/EARTHERN BERMS), NATURAL/SYNTHETIC GEOTEXTILES, MATS, OR GEOGRIDS.

III. OTHER CONTROLS:

(1) WASTE DISPOSAL

WASIE UISPUSAL: (c) THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. (c) ALL FERTILIZER AND CHEWICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFA (c) NO SOLID MATERIALS, INCLUDING BUILDING AND CONSTRUCTION MATERIALS, SHALL BE DISCHARGED TO WETLANDS OR BURIED ON-SITE: (c) ALL SANTARY WASTE WILL BE COLLECTED FROM PORTABLE UNITS BY A LICENSED SANTARY WASTE MANAGURENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS

(2) OFF-SITE VEHICLE TRACKING - WILL BE CONTROLLED BY THE FOLLOWING METHODS:

(a) LOADED HAUL TRUCKS ARE TO BE COVERED BY A TARPAULIN AT ALL TIMES. (b) EXCESS DIRT ON ROAD WILL BE REMOVED DAILY.

(3) STATE AND LOCAL REGULATIONS: PERMITS WILL BE REQUIRED FROM THE FOLLOWING AGENCIES

CITY OF APOPKA SJRWMD

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(4) NON-STORMWATER (INCLUDING SPILL REPORTING) THE CONTRACTOR WILL PROVIDE THE ENGINEER WITH AN EROSION CONTROL PLAN THAT WILL INCLUDE SPILL CONTAINMENT, REPORTING, AND RESPONSES. THE PLAN S MANAGEMENT PRACTICES AND CONTAINMENT METHODS WILL BE USED TO PREVENT POTENTIAL POLLUTANTS (FUEL LLIBRICANTS, HERBICIDES, ETC.) FROM SPILLING ONT SURFACE WATERS. IF A SPILL DOES OCCUR, OR IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE DISTRICT CONTAMINATION IMPACT COORDIN.

V. MAINTENANCE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF ALL EROSION AND SEDMENT CONTROL DEVICES AND REMOVAL OF EROSION AND SEDMENT CON TERMINATION IS MAILED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF SEDMENT BUILDUP THROUGH THE LIFE OF THE INSTALLED E DEVICES.

(1) ALL CONTROL MEASURES WILL BE MAINTAINED DAILY BY THE CONTRACTOR AND ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECES

IMMEDIATELT. (2) SODDING MILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH. (3) SYNTHETIC BALES SHALL BE MAINTAINED TO ENSURE THEIR USEFULNESS AND NOT BLOCK OR IMPEDE STORMWATER FLOW OR DRAINAGE. (4) STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE.

V. INSPECTION

(1) THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD WEEKLY RAINFALL IN ACCORDANCE WITH THE NPDES PERMIT. ALL E MUST BE INSPECTED WITHIN 24 HOURS OF A RAINFALL EVENT OF 0.5 INCHES OR GREATER.
(2) ALL EROSION AND WATER POLLUTION ABATEMENT AND CONTROL MEASURES WILL BE INSPECTED DAILY BY CONTRACTOR'S PERSONNEL WHO ARE F.D.E.P. CERTIFIED STOI INSPECTORS.

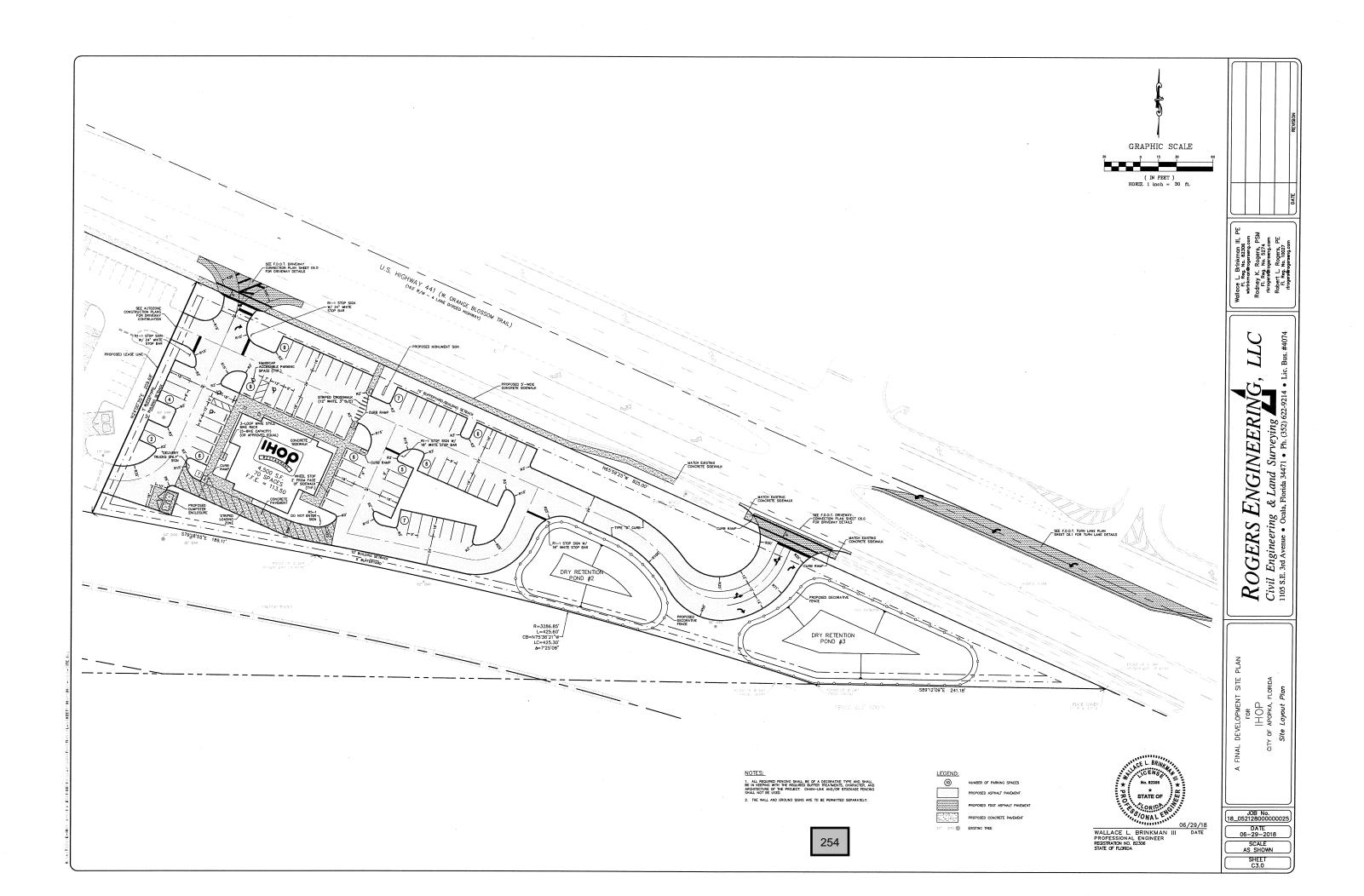
(3) THE CONTRACTOR SHALL COMPLETE ALL SWPPP INSPECTION REPORT FORMS REQUIRED FOR THE NPDES PERMIT.

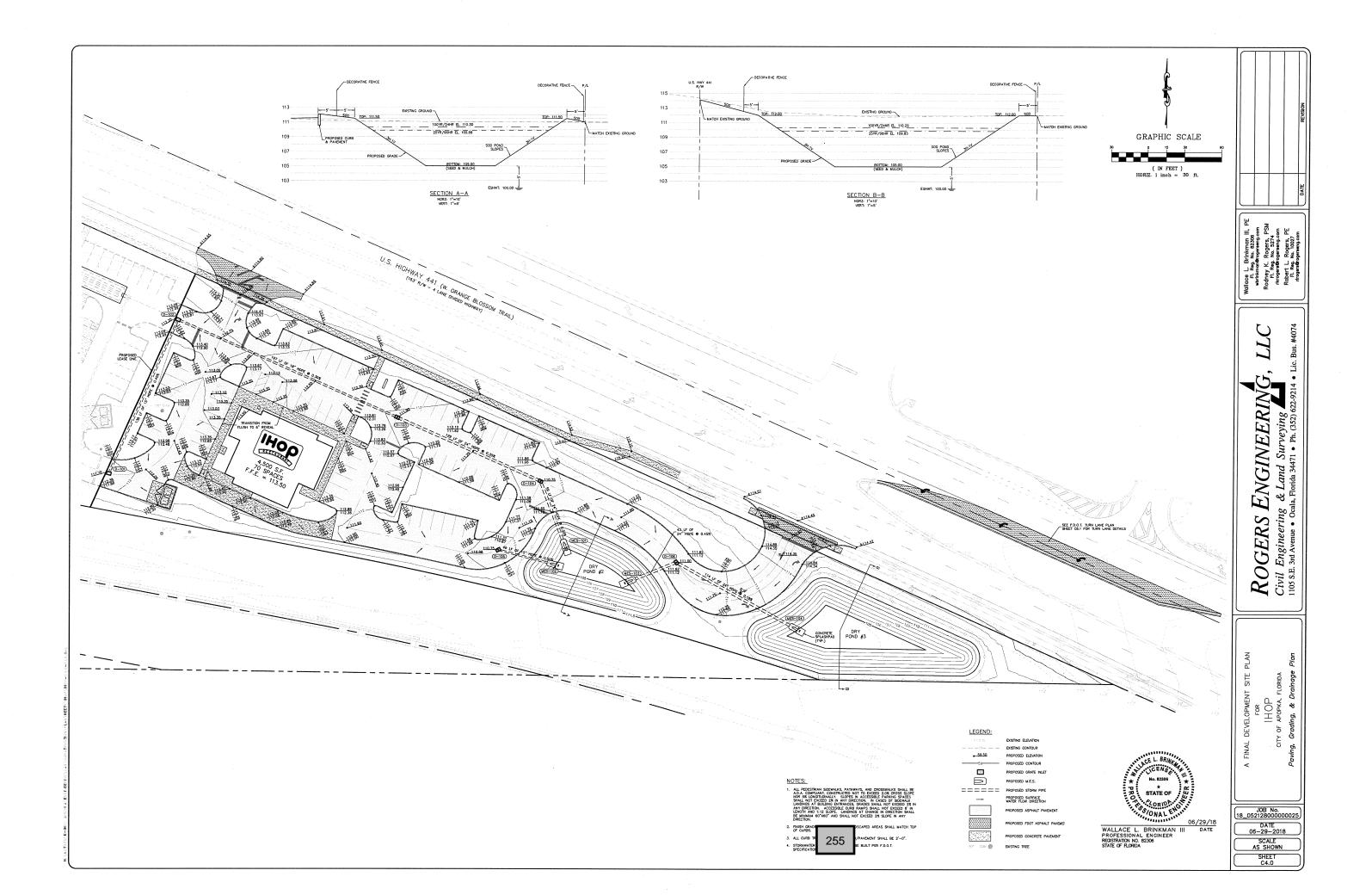
VI. TRACKING AND REPORTING

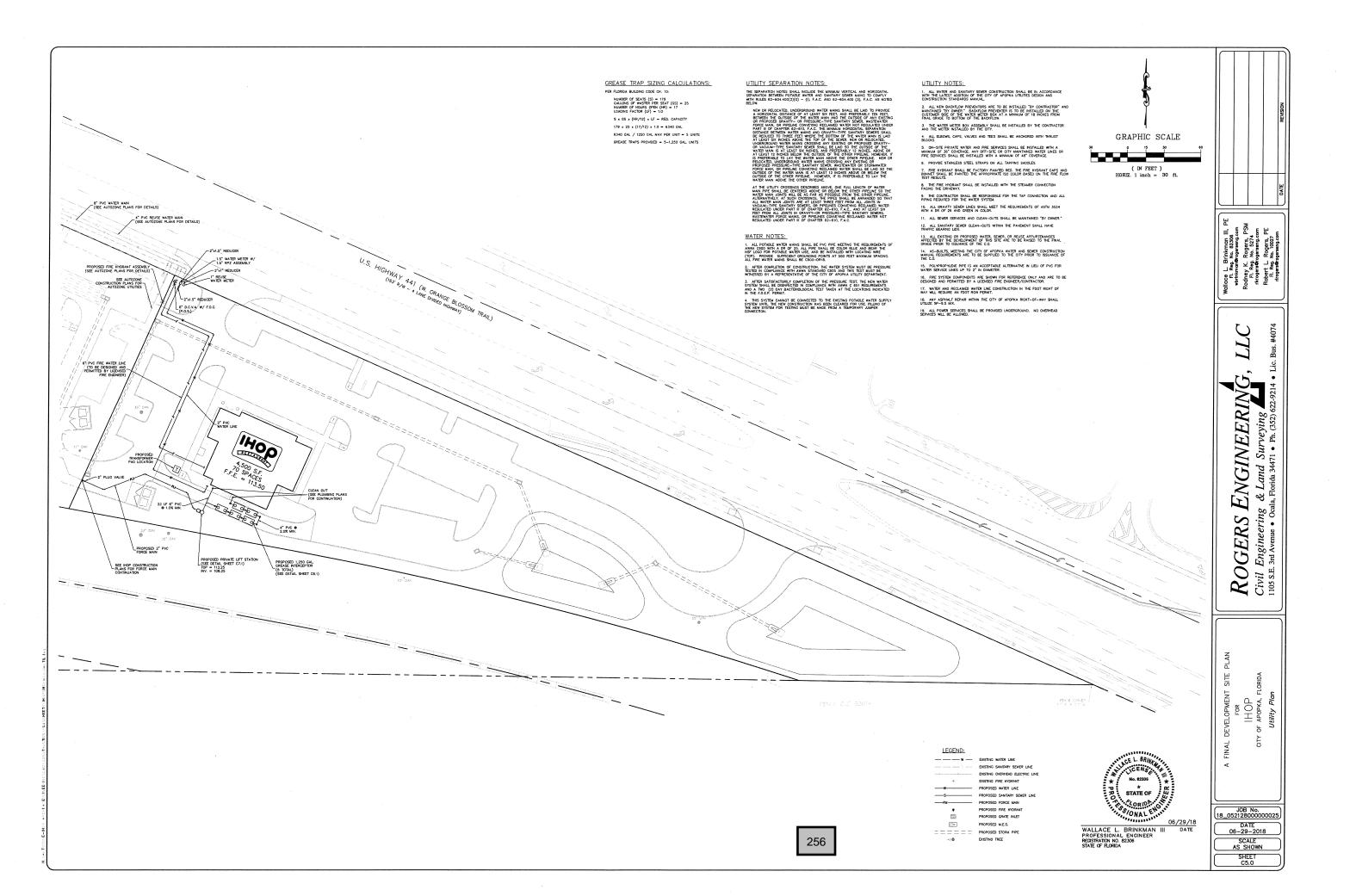
(1) THE CONTRACTOR SHALL SUBMIT A WEEKLY REPORT TO THE DEPARTMENT DOCUMENTING THE DAILY INSPECTIONS AND MAINTENANCE OR REPAIRS TO THE SEDIMENT CO CONTRACTOR SHALL MAINTAIN ALL REQUIRED REPORTS AND COMPLETE ALL SWPPP INSPECTION FORMS. (2) PREPARATION OF ALL THE CONTRACTOR'S REPORTS OF INSPECTION, MAINTENANCE AND REPAIRS REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WAT INCLUDED IN THE INDIVIDUAL COSTS OF THE EROSION CONTROL DEVICES OF THE PROJECT. (3) THE CONTRACTOR SHALL USE THE SWPPP CONSTRUCTION INSPECTION REPORT FORM #650-040-03, FOR DAILY INSPECTIONS.

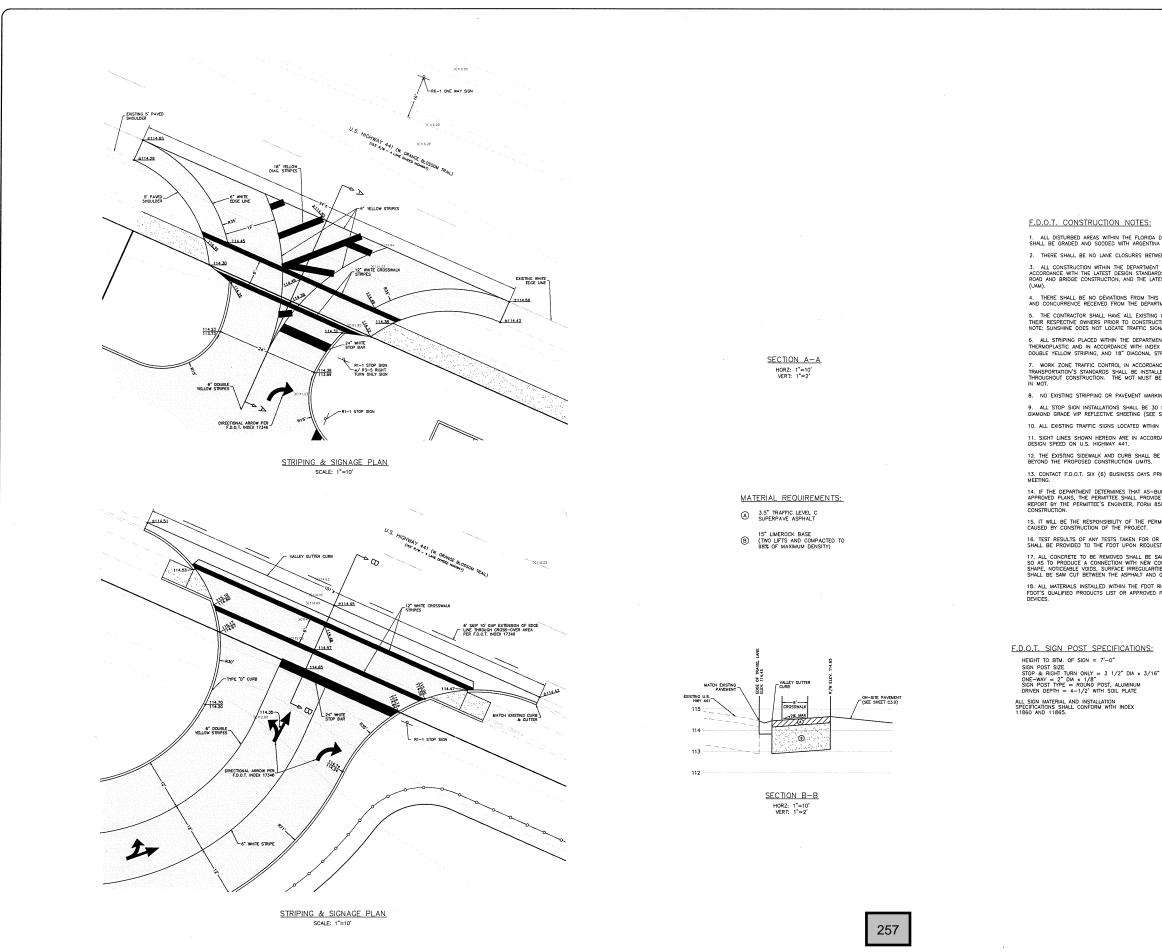
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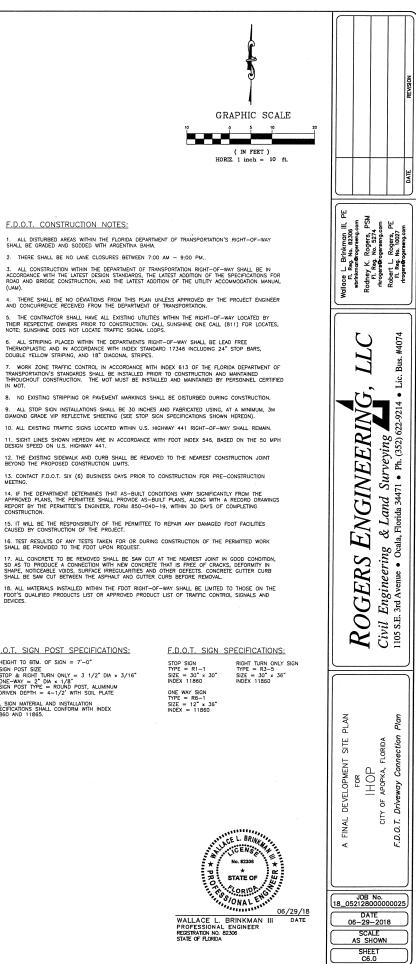
TTLEMENT OF SUSPENDED SOLIDS ICLES WILL DICTATE WHETHER THE LARGER VOLUMES OF SEDIMENTS. IAY FUNCTION AS A SMALL HETIC BARRIERS, ETC. SLOPES, ALONG THE TOE OF CONSTRUCTION ACTIVITES. Y REINFORCED), UPSTREAM OR THE MATERIAL IS POSSIBLE.		DATE REVISION
GGE COLLECTED SEDIMENTS. ET. DIMENT CONTAINMENT SYSTEM OR		Walloce L Brinkman III. PE P. Reg. No. 82306 whinkman@rogenerg.com R. Reg. No. 5374 rtrogens@rogens.pcm R. Reg. No. 1007 F. Reg. No. 10027 F. Reg. No. 10027 frogens.pcm
CKING PREVENTION DEVICE. TE MEDIUM FOR GROWTH OF ATER, CAN BE USED AS A DRY DRE THEM IN SEDIMENT BASINS OR E TREATMENT POINTS, ALUM MAY LOWER PH LEVELS.		RING , LLC ng 2 52) 622-9214 • Lic. Bus. #4074
SURFACE WATERS MUST BE MS, WATER DIVERSIONS AND IMENTATION AND POSSIBLE WATERING TANKS, SAND IAT REQUIRE USING APPROPRIATE ERMALS TO SALT WATER, HIGH SALT TOLERANT, DEVICES AND TOLAF FUCTUATIONS S AND TEMPORARY HYDROSEEDING. S ALT - TOLERANT VEGETATION, S ALT - TOLERANT VEGETATION,		ROGERS ENGINEERING, LLC Civil Engineering & Land Surveying
I SHALL SPECIFY WHAT ITO THE SOLL OR INTO THE NATOR.		
NTROL DEVICES WHEN NOTICE OF EROSION AND SEDIMENT CONTROL ESSARY, IT WILL BE INITIATED L EROSION CONTROL DEVICES TORMWATER MANAGEMENT	No. 6206 STATE OF ONAL ENOT	A FINAL DEVELOPMENT SITE PLAN FOR IHOP CITY OF APOPKA, FLORIDA Storrmwater Pollution Prevention Plan
NTER POLLUTION, SHALL BE	WALLACE L. BRINKMAN III DATE PROFESSIONAL ENGINEER REGISTRATION NO. 62306 STATE OF FLORIDA	JOB No. 18_05212800000025 DATE 06-29-2018 SCALE AS SHOWN SHEET C2.1











1. ALL DISTURBED AREAS WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY SHALL BE GRADED AND SODDED WITH ARGENTINA BAHIA.

2. THERE SHALL BE NO LANE CLOSURES BETWEEN 7:00 AM - 9:00 PM ..

4. THERE SHALL BE NO DEVIATIONS FROM THIS PLAN UNLESS APPROVED BY THE PROJECT ENGINEER AND CONCURRENCE RECEIVED FROM THE DEPARTMENT OF TRANSPORTATION.

5. THE CONTRACTOR SHALL HAVE ALL EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY LOCATED BY THEIR RESPECTIVE OWNERS PRIOR TO CONSTRUCTION. CALL SUMSHINE ONE CALL (811) FOR LOCATES, NOTE: SUMSHINE DOES NOT LOCATE TRAFFIC SIGNAL LOOPS.

ALL STRIPING PLACED WITHIN THE DEPARTMENTS RIGHT-OF-WAY SHALL BE LEAD FREE THERMOPLASTIC AND IN ACCORDANCE WITH INDEX STANDARO 17346 INCLUDING 24" STOP BARS, DOUBLE YELLOW STRIPING, AND 18" DIACOMJL STRIPES.

7. WORK ZONE TRAFFIC CONTROL IN ACCORDANCE WITH INDEX 613 OF THE FLORIDA DEPARTMENT OF ... HUMR. LUNE, IMARINE CUNINDI, IN ACCORDANCE WITH INDEX 613 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANLARDS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED THROUGHOUT CONSTRUCTION. THE WOT MUST BE INSTALLED AND MAINTAINED BY PERSONNEL CERTIFIED IN MOT.

8. NO EXISTING STRIPPING OR PAVEMENT MARKINGS SHALL BE DISTURBED DURING CONSTRUCTION. 9. ALL STOP SIGN INSTALLATIONS SHALL BE 30 INCHES AND FABRICATED USING, AT A MINIMUM, 3M DIAMOND GRADE VIP REFLECTIVE SHEETING (SEE STOP SIGN SPECIFICATIONS SHOWN HEREON).

11. SIGHT LINES SHOWN HEREON ARE IN ACCORDANCE WITH FDOT INDEX 546, BASED ON THE 50 MPH DESIGN SPEED ON U.S. HIGHWAY 441.

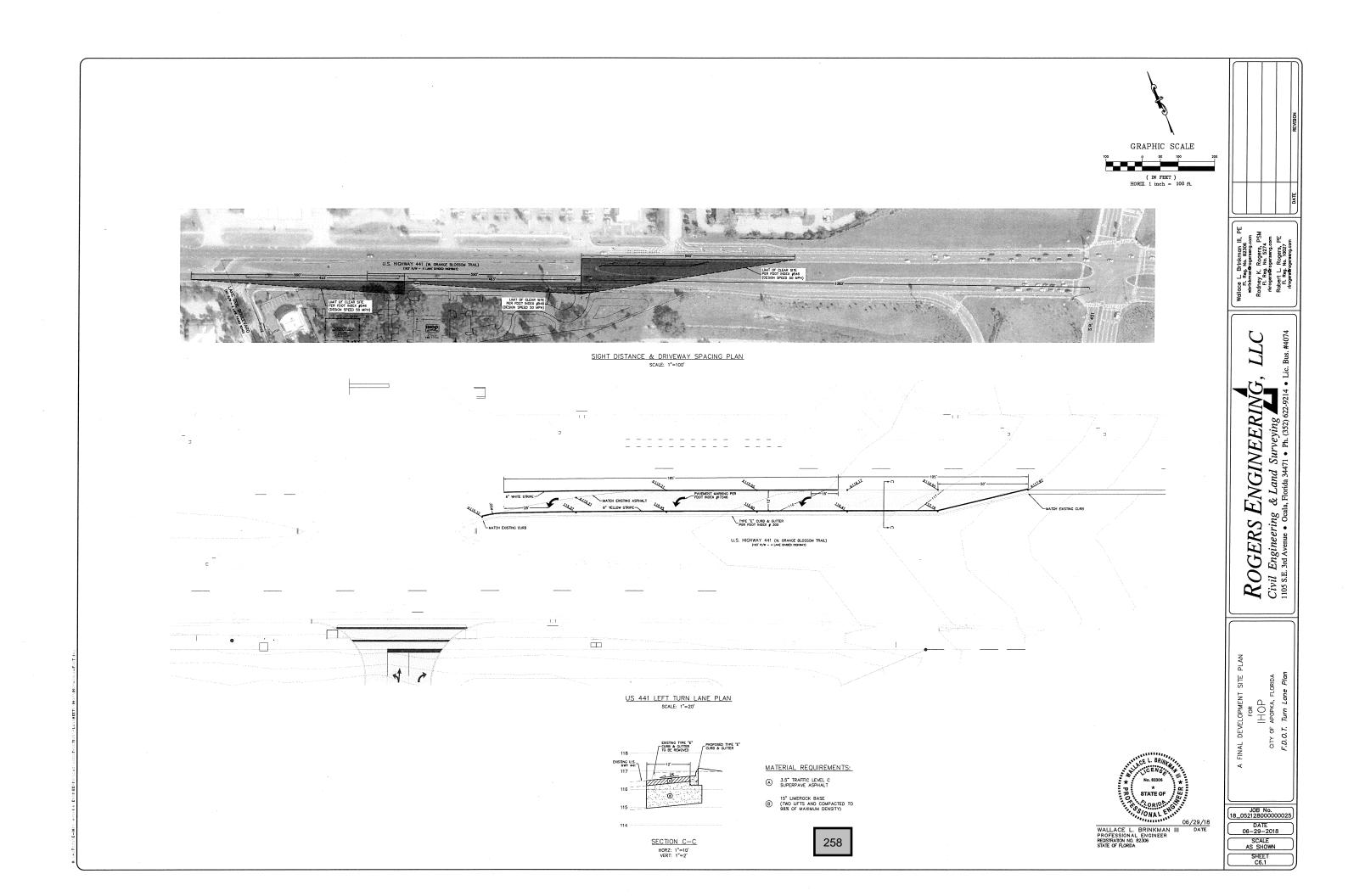
12. THE EXISTING SIDEWALK AND CURB SHALL BE REMOVED TO THE NEAREST CONSTRUCTION JOINT BEYOND THE PROPOSED CONSTRUCTION LIMITS.

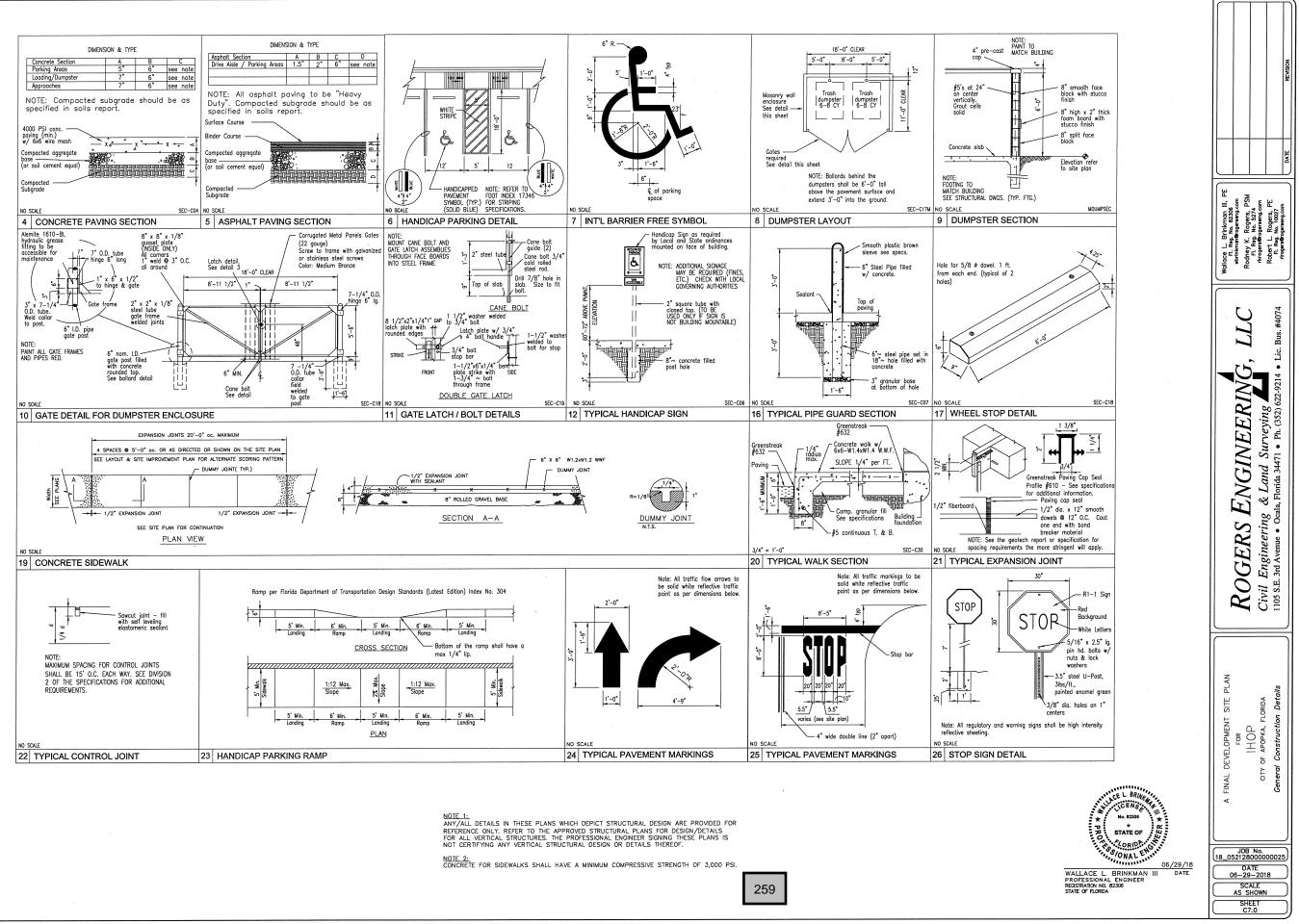
13. CONTACT F.D.O.T. SIX (6) BUSINESS DAYS PRIOR TO CONSTRUCTION FOR PRE-CONSTRUCTION MEETING.

15. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAR ANY DAMAGED FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.

16. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.

17. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICABLE VOIDS, SUFFACE IRRECULARITIES AND OHTER DEFORE. CONCRETE GUTTER CUTB SHALL BE SAW CUT BETWEEN THE ASPHALT AND GUTTER CURB BEFORE REMOVAL.





RILEY & Company, Inc. (ECONO - GP)

SCOPE: Supply one complete ECONO-GP Pre-Fab Lift Station, per design.

Pumps shall be capable of grinding and pumping domestic & commercial sewage. Complete system shall be supplied by:

RILEY & Company, Inc.

Sanford, FL 32773 (Ph. 407-265-9963) NO SUBSTITUTIONS - NO ALTERNATES

PUMPS: Submersible grinder pumps shall be HOMA Model GRP. The pumps shall be installed in the ECONO-GP FRP wetwell utilizing a dual slide rail system. Installed in the ECONO-GY FIT weaver utilizing a over since rear system. The grinder unit shall be capable of macerating materials normally found in domestic and commersial sewage into a fine slurry which will pass through the pump and the Sch.80 PVC discharge piping.

Oil filled motors are not considered equal to air filled motors and therefore will not be considered an equal to the HOMA PUMPS.

Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.

A heat sensor theromstat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C, but shall automatically reset when the winding temperature returns to normal. tor coil in Two heat sensor thermostats shall be used on three phase motors. The pump motor grinder shaft shall be AISI 430F SS threaded to take

the pump impeller and the grinder impeller. Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL:

Control panel shall be assembled and built by a TUV (UL508A CERTIFIED) manufacturing facility.

The Enclosure shall be NEMA 4X, Fiberglass, minimum 18" high x 16" wide x 6" deep with padlockable draw latches.

The enclosure shall have external mounting feet to allow for wall mounting. All hardware shall be stainless steel

The following components shall be mounted through the enclosure:

1- ea. Red Alarm Beacon (Light) 1- ea. Alarm Horn

- 1- ea. Generator Receptacle w/ weatherproof cover
- 1- ea. Alarm Silence Pushbutto

The backpanel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to backpanel: 2- ea. Motor Contactors 1- ea. Silence Relay

- 1- ea. Duplex Alterna
- 20- ea. Terminals For Field Connections
- 6- ea. Terminals For Motor Connections (Single Phase Only)
- 3- ea. Grounding Lugs 1- ea. Battery Back-Up for HL Alarm

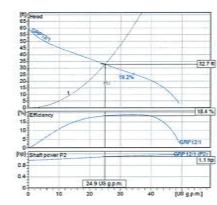
The following components shall be included 1- ea. Main Circuit Breaker

- 1- ea. many official pream. 1- ea. Emergency Circuit Breaker 1- ea. Mechanical Interlock For Emergency And Main Breakers
- 2- ea. Short Circuit Protectors

1- ea Control Circuit Breaker

1- ea. Hand-Off-Auto Selector Switches

2- ea. Pump Run Pilot Lights



COMPONENT SPECIFICATIONS:

All circuit breakers shall be molded thermal magnetic. The mechanical interlock shall prevent the normal and emergency main breakers being energized at the same time.

An emergency gen nerator receptacle shall be supplied in accordance with DEP standards. The generator receptacle shall be adequately sized to meet the equipment operating

All motor short circuit protection devices must provide for undervoltage release and class 10 overload protection on all three phases. Visable trip indication, test, and reset capability must be provided without opening inner door. Open frame, across the line, contactors shall be rated per IEC standards and properly sized per the motor requirements. Contactors shall provide for safe touch power and control

Lightning Arrestor shall meet or exceed the requirements of ANSI/IEEE Std. C62.21-1984 section 8.6.1. and 8.7.3 shall be supplied by electrician and mounted on the bottom side of the switch disconnect ahead of the pump control panel. A green pilot light shall be supplied for each motor. The pilot light shall illuminate each time the motor is called to run. A Red pilot light shall be supplied for control power. The pilot light shall illuminate when the control power is available inside the control panel.

Relays shall be ice-cube plug in type. Relay contacts shall be relays shall be recorde proy in type, relay contacts shall b rated 10 amp minimum, DPDT. Twenty (20) terminals shall be supplied for field connections.

The terminals shall be rated 25 amps minimum. Each motors over-temperature contact shall be connected to the terminal strip and shall open a contact to de-energize the appropriate motor upon a high temperature within the motor. Ground lugs shall be supplied and appropriately sized for each motor and for service entrance.

MISCELLANEOUS:

The control panel shall be assembled by a TUV (UL508A Certified) manufacturing facility.

PUMP DATA	ELEVATIONS			
PRIMARY PUMP CAPACITY	25 GPM	TOP OF WETWELL	113.25	
PRIMARY TDH	33 'TDH	INLET INVERT	108.25	
PUMP MANUFACTURER	HOMA	HIGH LEVEL ALARM	107.75	
PUMP MODEL #	GRP12/1	2nd PUMP ON	107.25	
R.P.M.	3450	1st PUMP ON	106.75	
HORSEPOWER	1.2	PUMPS OFF	105.00	
ELECTRICAL/ VOLTS / PHASE	230/1	BOTTOM OF WETWELL	104.00	
PUMP DISCHARGE SIZE	1.25*	WETWELL DIAMETER	36"	
IMPELLER DIAMETER	4.41*			

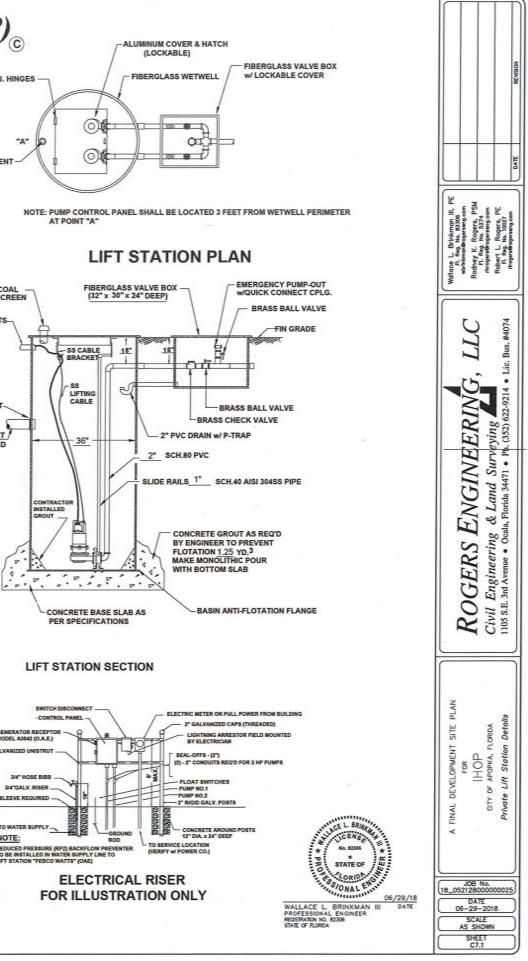
FASTNERS & APPURTANCES: All fasternes, lifting cables, float cable bracket, hinges, and appurtances shall be made of AISI 304SS.

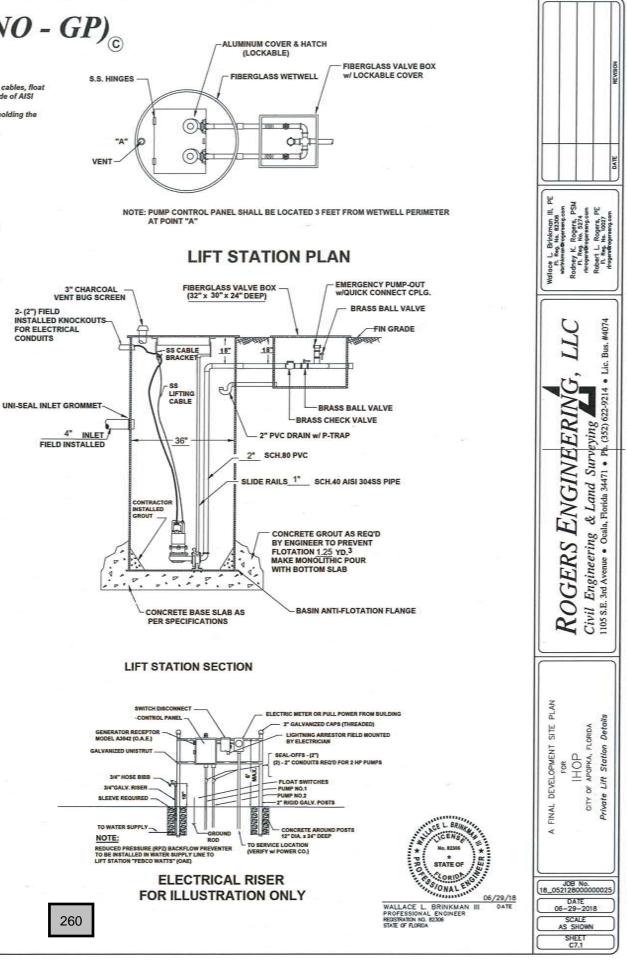
A 304SS slide/latch assembly shall be provided tor holding the doors open on the wetwell and valve box. Slide rails shall be made of SCH.40 AISI 304SS pipe. Pump lifting cables shall be made of AISI 304 SS. Pump lifting bales shall be made of AISI 304 SS.

EXECUTION

Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the drawing.

INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system. Megger the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor/cable is intact. The pump controls and pumps shall be checked for mechanical reliability and proper operation.



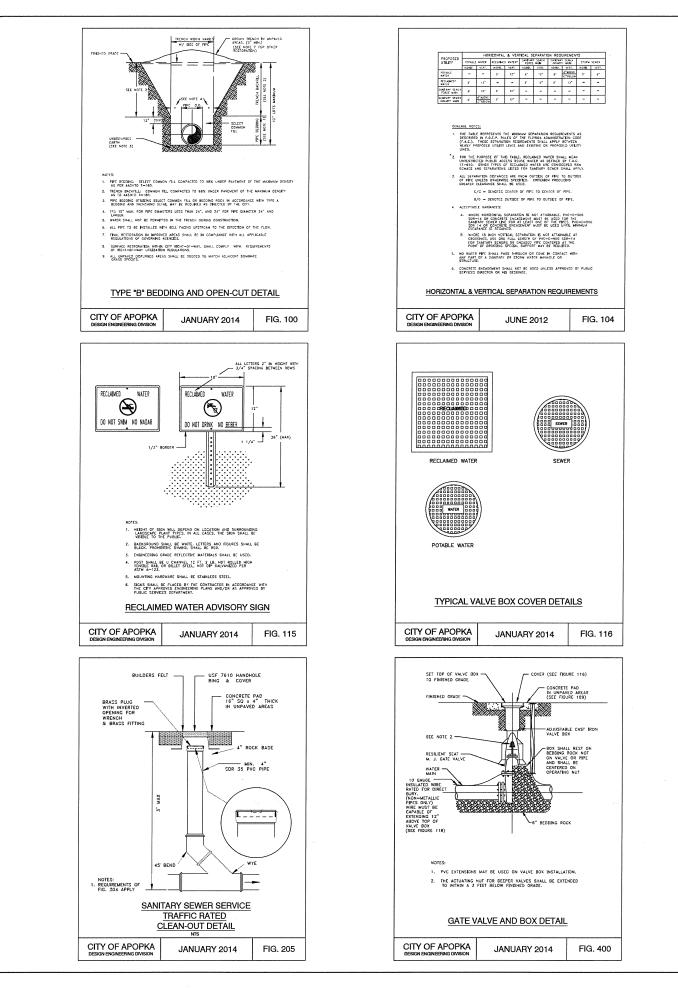


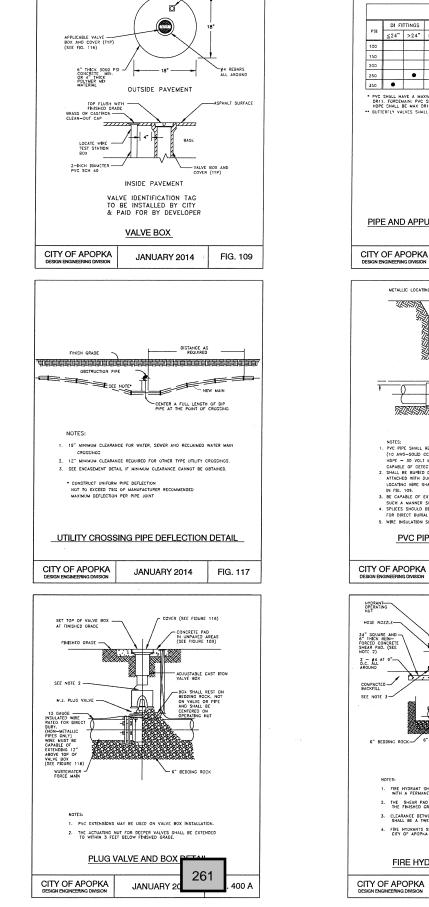
* ELECTRICIAN NOTES:

1. DRAWING NOT TO SCALE

- * 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
- * 3. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
- * 4. ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
- * 5. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT

RILEY & CO. / ECONO - GP 06-11-18

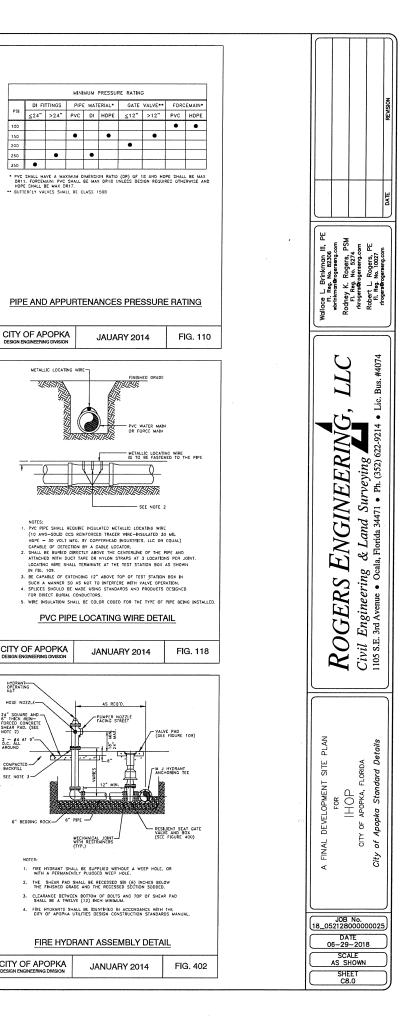


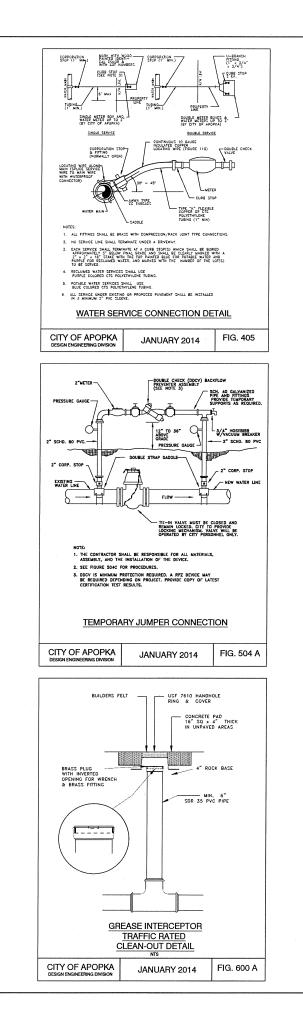


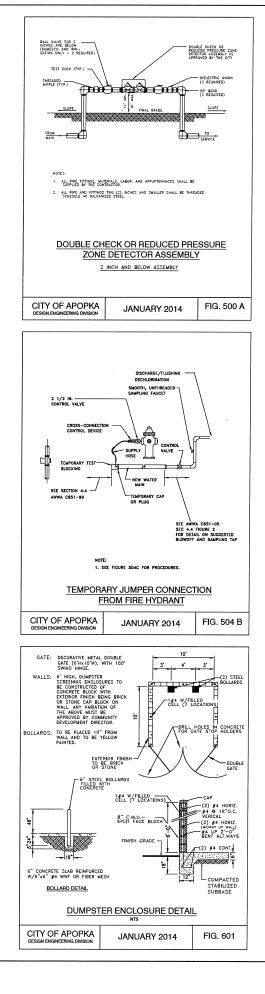
T STATION

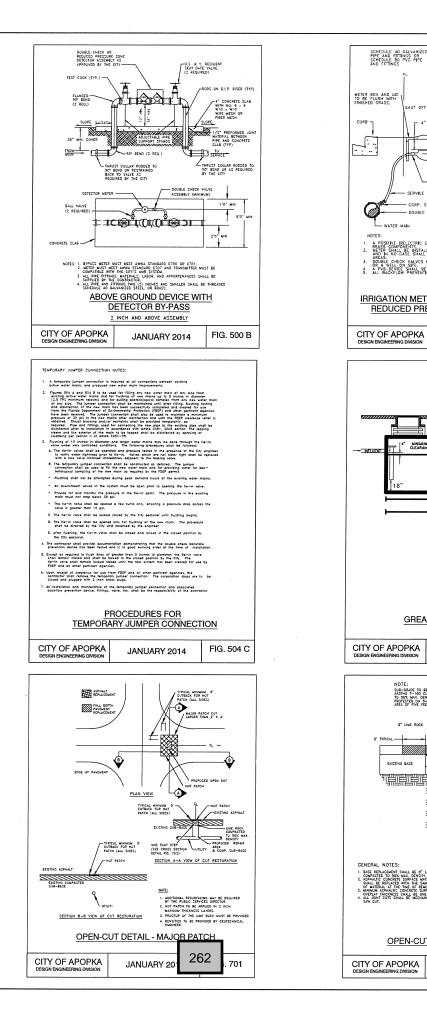
BOX

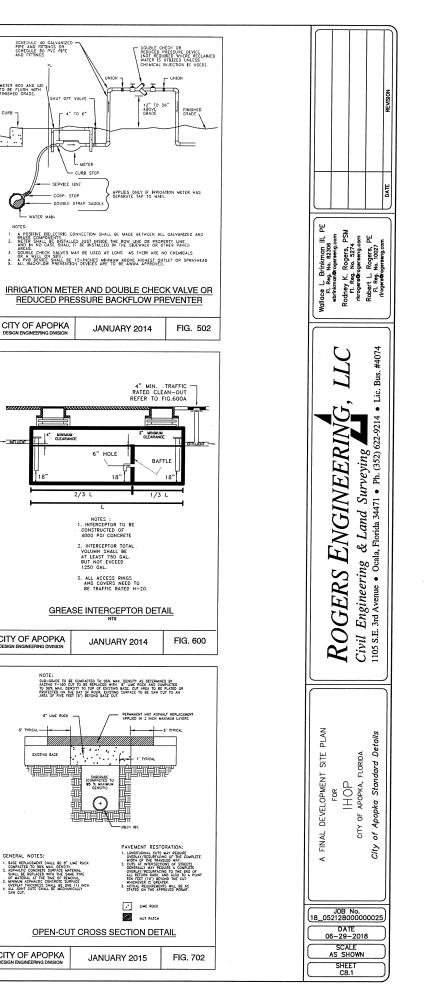
18" DIAMETER ROUND CONCRETE OR POLYMER PAD TYPICAL EACH VALVE BOX

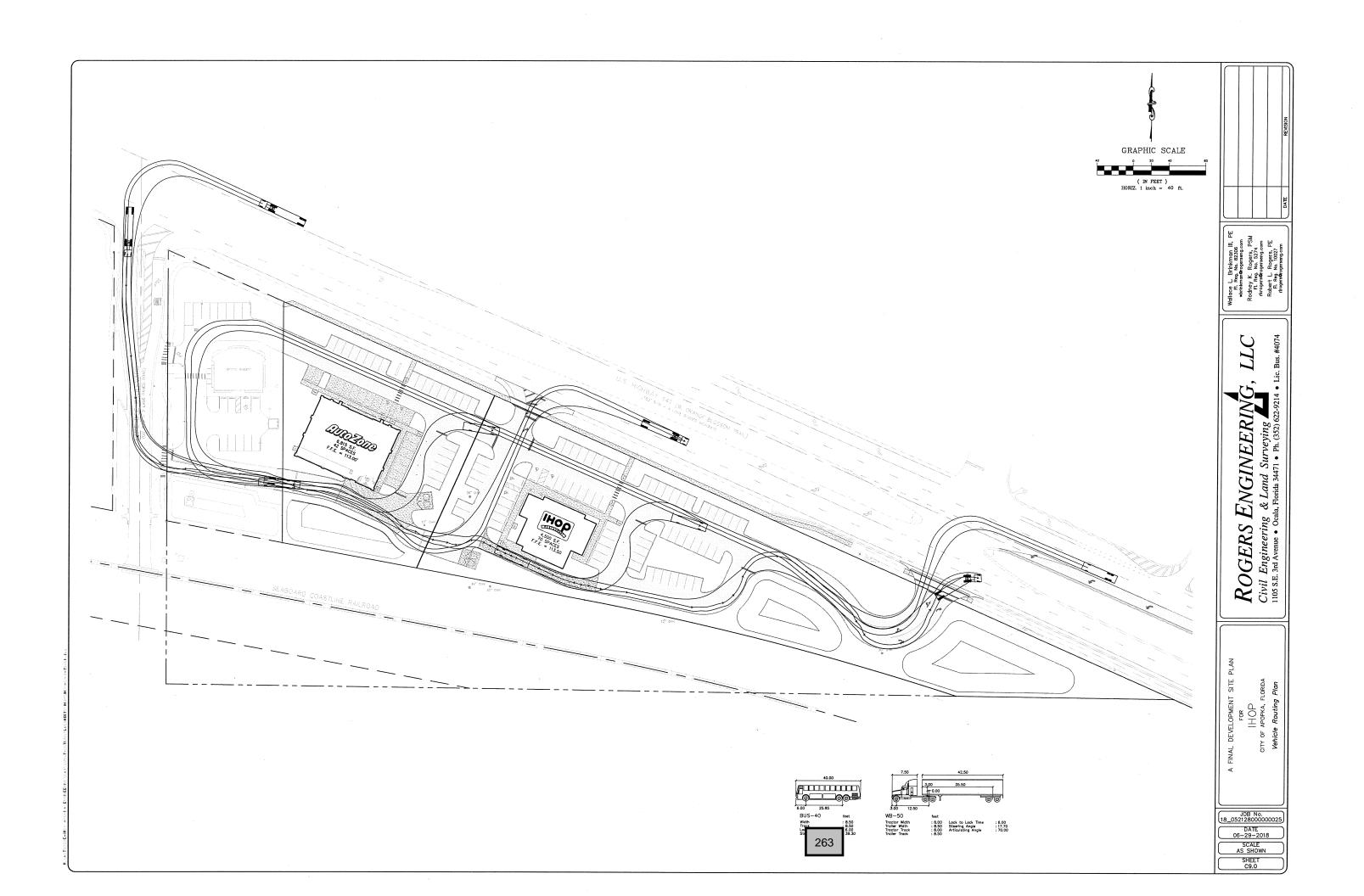


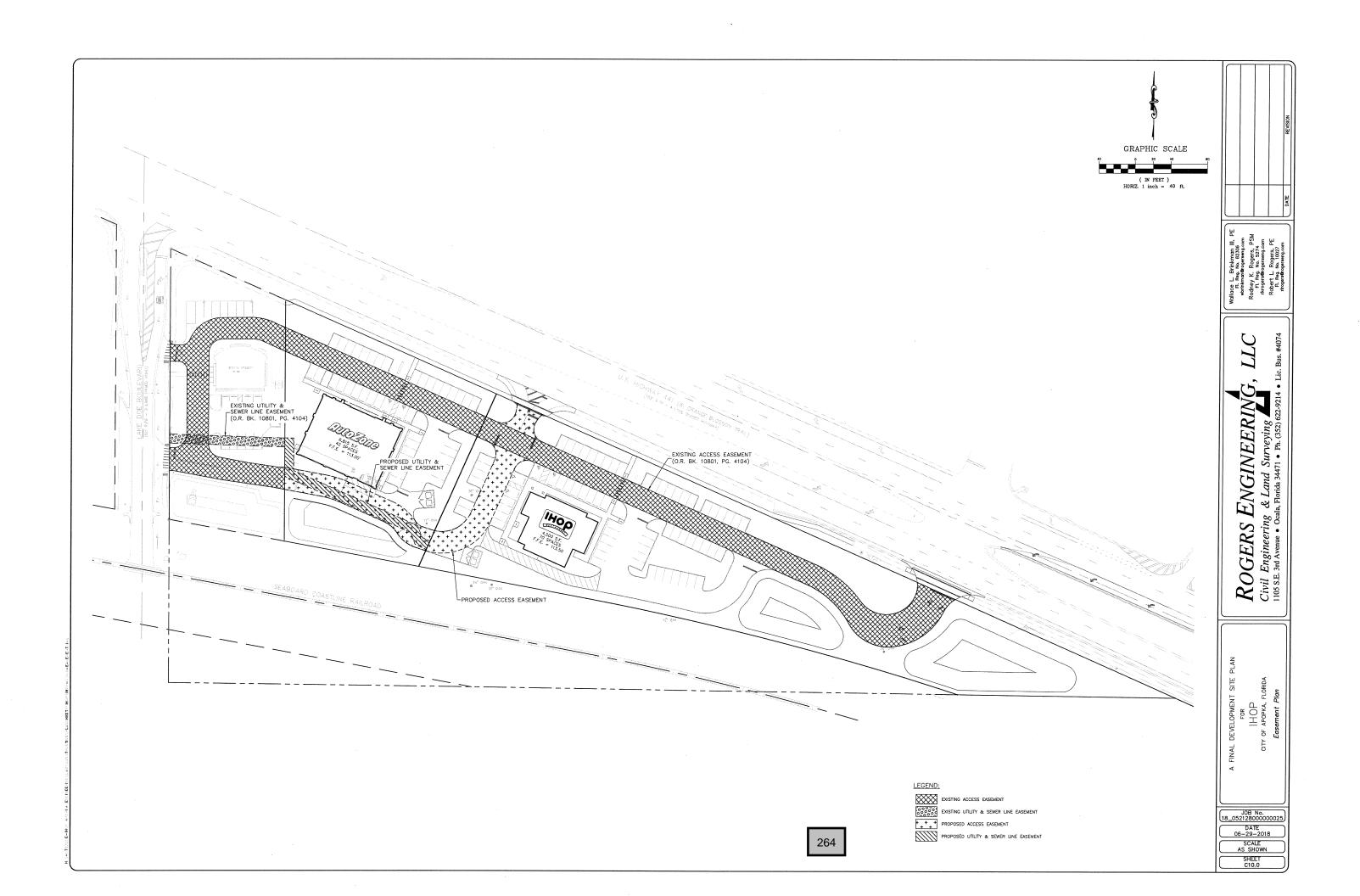


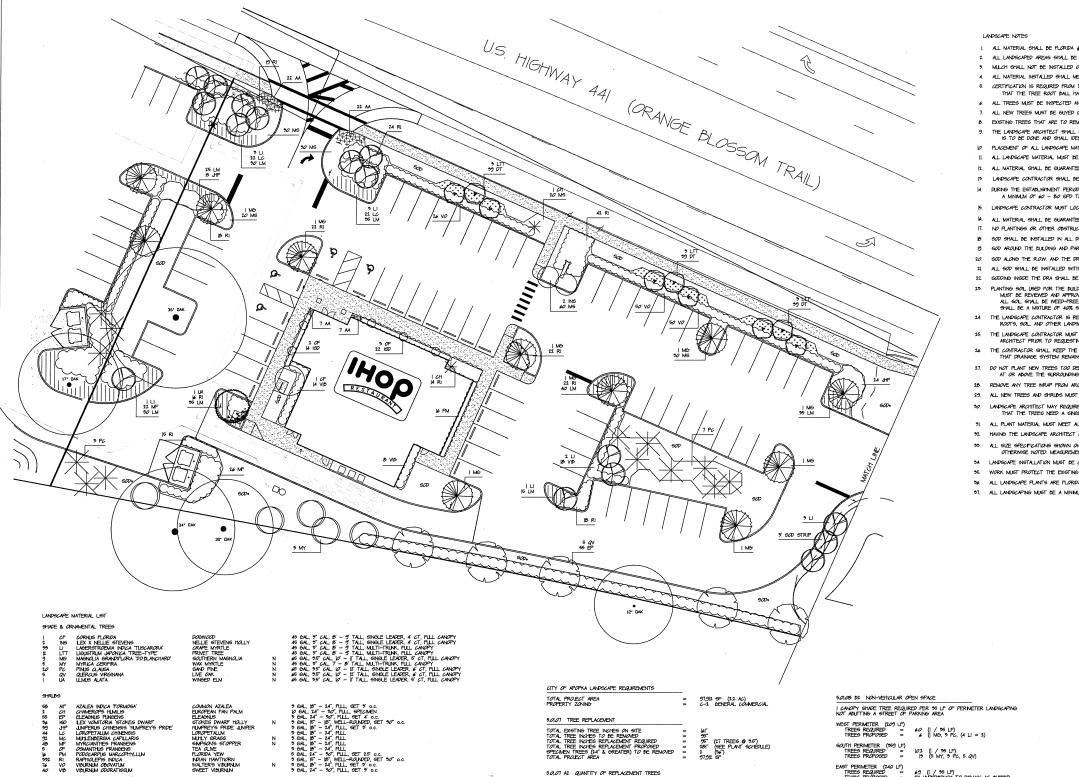












50107 A2 QUANTITY OF REPLACEMENT TREES

50101 ALC MAXIMUM TREE STOCK

5/1/08 REQURED LANDSCAPING

50108 A MINIMUM TREE REQUIREMENTS

I CANOPY SHUDE TREE REQUIRED PER 8,000 SF OF SITE 97,012 SF / 8,000 = 12.1 CANOPY SHOLE TREES REQUIRED 34 CANOPY SHADE TREES PROPOSED (SEE PLANT SCHEDULE)

55 NOTES DOT PROPOSED FOR REMOVAL = 55 INCHES REQUIRED FOR REPLACEMENT

21 NOTES DEN PLUS 25" DEN PER 1000 SF OF SITE OVER 6000 SF 5731 SF - 6000 = 3131 SF / 1000 = 313 X 35" 212 + 21 + 54" OF SFECUREN TREES RENORDE = 300"

REPLACEMENT INCHES IS LESS THAN THE MAXIMUM TREE STOCK CALCULATION THEREFORE ALL REMOVED INCHES MUST BE REPLACED

16 392 76

4800 4800 12000

GRAND CAFR

AA AGAPATHUS AFRICANS DT DIANELLA TASMANICA LM LIRIOPE MUSCARI 'DIG DLUE' MS MIMOSA STRIGLLOSA

sf - st augustine Palmetto' sod sf - argentine-dahla sod sf - argentine-dahla seed mix

PLLE NLE RIS FLAX LLY DORDER GRAGS SUNSHINE MIMOSA

I GAL, MIN 7-9 PIPS, FILL, SET 24° O.C., DAIBLE STAGGERED ROW I GAL, FILL, SET 24° O.C., DAIBLE STAGGERED ROW I GAL, MIN, T-9 PIPS, FILL I GAL, FIN, MIN 7-5 RINNERS

TREES REQUIRED = TREES PROPOSED =	60 (1 / 95 LF) 6 (1 MG, 9 PC, (4 ∐ = 2)
SAJTH PERIMETER (%99 LF) TREES REQUIRED = TREES PROPOSED =	12 (1 / 95 LF) 13 (5 MY, 9 PC, 5 QV)
EAST PERIMETER (240 LF)	

TREES REQUIRED = 49 (1/55 LF) TREES PROPOSED = EX UNDERDRUSH TO REMAIN AS DUTTER 50108 \$3 NON-VEHICULAR OPEN SPACE

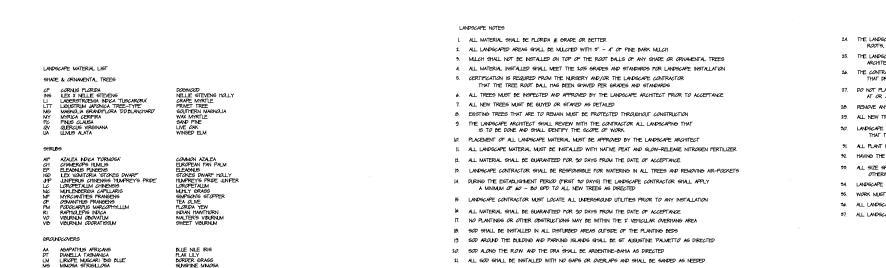
I CANOPY SHAPE TREE AND 10 SHRUDS REQURED PER 35 UF OF PERMETER LANDSCAPING ADJUTING A STREET

NRTH 作用METER (825 LF) TREES REQUEED = 25.4 () / 55 LF) TREES REQUEED = 24.5 (4 P.C, (2 NS, 20 L), 戸 LTT = (85) STRUES REQUEED = 25.4 (0 / 56 LF) STRUES REQUEED = 35.4 (0 / 56 LF) STRUES REQUEED = 35.4 (0 / 56 LF)

50106 CI PARKING OR OTHER VEHICILAR USE AREAS I CANOPY SHADE TREE PLUS I CANOPY SHADE TREE FOR EVERY 20 SPACES TO PARKING SPACES = 4 + | = 5 CANOPY SHADE TREES REQUIRED to CANOPY SHADE TREES PROPOSED (| EX, 6 MG, | UA)

265

			RAK BY
In a grave or detter We malted with $5' - 4'$ of the bark milch in top of the root dulls of any shade or organization trees meet the 205 grades and staddards for inducate installation in the refer and organization of staddards induced by the inducate contractor induced by the inducate contractor induced by the inducate contractor induced by the inducate restriction is refer by detailed bann must be rootected through activity that is rooted by the inducate construction is refer ware where a streed by the induced construction is refer with the contractor all induced for any detailed by the induced by the induced for refer to base from the root and signal details of a streed by the induced restrict tent for any the approximate for a constructor is institute with intuite from any signal tent of one so days from the date of a constructor is all refer to days) the induced by is all refer to days in all trees as prevaines are proved to all new thereas as prevents is all refer to days into the root of any installation constructor by installation of any installation is all refersed by the induced by installation is all refersed by the induced by is all refersed by references and regarding is all apply is all refersed by the induced by installation is all refersed by the induced by induced by installation is all refersed by the induced by induced by induced by installation is all refersed by the induced by induced by induced by installation is all refersed by the induced by induced by induced by induced by induced by			I é/lb city comments R No. Date DESCRIPTION E
THED FOR SO DAYS FRAN THE DATE OF ACCEPTANCE UCTIONS MAY BE WITHIN THE I WHICLAR ADERIMUS AREA DISTURDED AREAS OUTSIDE OF THE PLANTING BOS WAINING ILANDOS SYALL DE STALLISTINE PLANTITO AS DREATED TRA SYALL DE ARCENTINE-DATIA AS DREATED DISTORTANT AND THE CALL PLANS AND IS NOT PART OF THESE QUANTES DUSNO FLANTERS AND DISALT DE SANDED AS NEEDED DE SYAMIN AN THE CALL PLANS AND IS NOT PART OF THESE QUANTES DUSNO FLANTERS AND DISALT DE LANDEAPE ISLANDE, ETC. VAED BY THE LANDEAPE ARCHITECT TRUST TO ANY INSTALLATION DEL CARGINA NO TSTALS, ROOTS, AND THE TART TO ANY INSTALLATION DEL CARGINA NO TSTALS, ROOTS, AN ONE TART FOREIGN ADECTS, AND SAND, STAL DAIN, AND IST TOFAL	DATE: 5 / 13	DRAMING NO.: VIEW NAME:	FB. P.C.
RESPANSIBLE FOR THE FROMEN GROOM OF AL PLANT WATERIAL PREASE TENDS REMARD FROM THIS SITE IT FRAVOLE MI NO-BULT OF THE REVENTION SYSTEM TO THE LADSOFFE THIS MY INSTRUCTIONS AND/OR APPROVILS THIS MY INSTRUCTIONS AND/OR APPROVILS THIS MY INSTRUCTIONS AND/OR APPROVILS THIS MY INSTRUCTIONS AND APPROVILS THIS MY INSTRUCTIONS AND APPROVILS THIS MY INSTRUCTIONS AND APPROVILS THIS MY INSTRUCTIONS AND APPROVIDED AND APPROVED STATES AND THE TRUNK OF NEW TREES TO BE INSTALLED THEAT THE WARKAN STADARDS FOR INJERSEY STOCK (MISI 1200) THE PRUNKS OF NEW TREES AFTER INSTALLATION IF IT IS DETERMINED WELL DOWNING THEORE STADARDS FOR INJERSEY STOCK (MISI 1200)	DRAWN BY: RAK	$_{\rm SCALE:} '' = 20'$	noe no:
ALL OF THE SIZE SPECIFICATIONS, NOT LIGT THE CARTAINER SIZE I APRRAVAL OF PLANET HOLDENT IS ESSENTILL FOR ACCEPTANCE ON THE MATERIAL LIGT ARE FOR THE HEIGHT OF THE MITBOLL ULESS BUT SHALL BE OF RIT THE CARRENT INDUSTRY ORANGES IN THE ADVICENT FOR PRAECT SIGLARDEAUNTED WITH THE INSTALLATION TO BE DORE ON THE ADVICENT FOR PRAECT IS LADGUARE PLANTINGS ON THE ADVICENT VERIZION PROPERTY INDU-FRENZY FOR CONTRUCT LODING FAMILY AND PROPESSIONE MAM OF 30° (15) FROM THE BULDING FAMILY AND ADVICENT AND THE BULDING FAMILY AND ADVICENT AND THE BULDING FAMILY AND ADVICENT AND ADVICENT AND ADVICENT VERIZION PROPESSIONE INTO ADVICENT ADVICEN	ENVIRONMENTAL DESIGN	1220 SE 681 STREET P.0 BOX 3121 1220 SE 681 STREET P.0 BOX 3121 CORLOA 34478 (352) 522-8899	CURSE DESIGN, CURSE PERIOR, STE PLANNIG, COURSE DESIGN, CURSE DESIGN, COURSE DESI
SCALE 1' = 20'	LANDSCAPE PLAN	IHOP RESTAURANT	APOPKA FLORIDA
RICHARD A KESSELRING JR., PLA, ASLA LANDSCAPE ARCHITECT , STATE DF FLDRIDA #858	SHEET L	<u>_00 </u> of	



7

SEE CIVIL PLANS FOR SOUDING OF DRA

500.

5 500 STRIP

SEE CIVIL FLANS FOR SODDING OF DRA

91 MC

5 LTT 52 RI

- 20. SOD ALONG THE ROW AND THE DRA SHALL BE ARGENTINE-DAHA AS DIRECTED
 - 21. ALL GOD SHALL DE INSTALLED WITH NO GAPS OR OVERLAPS AND SHALL DE SANDED AS NEEDED
 - 22. SORDING INSIDE THE DRA SHALL DE SHOWN ON THE CIVL PLANS AND IS NOT PART OF THESE QUANTIES
 - 23. PLANTING SOL USED FOR THE BULDING PLANTERS IND MAXIFULING OF THE LANDSAFE ISLANDS, ETC. MAST BE REVENDED AND APPROVED BY THE LANDSAFE ARCHITECT PRIOR TO ANY INSTALLATION ALL SOL. SHALL BY UNDERTHERE, CATAINAN IN STACKS ROOTS, OR OTHER FOREIGN ORAECTS, AND SHALL BE A NIMTRE OF ANY SAND, SOX LOAM, AND UNX TOP-SOL.

- 25. THE LADSCAPE CANTRACTOR MUST PROVIDE AN AS-BUILT OF THE IRRIGATION SYSTEM TO THE LADSCAPE ARCHITECT PRIOR TO REQUESTING ANY INSPECTIONS AND/OR APPROVALS

- DO NOT PLANT NEW TREES TOO DEEP. UNCOVER THE TRUCK PLARE AND SET THIS AT OR ABOVE THE SURRAINING SOL LEVEL
- 18. REMOVE ANY TREE WRAP FROM AROUND THE TRUNK OF NEW TREES TO BE INSTALLED
- 29. ALL NEW TREES AND SHRUDS MUST MEET THE 'AMERICAN STANDARDS FOR NURSERY STOCK' (ANSI 240.1)
- 20. LADSGAPE ARCHITECT MAY REQUIRE PRINTED OF NEW TREES AFTER INSTALLATION IF IT IS DETERMINED THAT THE TREES NEED A SINGLE DAMINANT LEADER ESTABLISHED OR CLUSTER PRINCIPES REMOVED

- 37. ALL LANDSCAPING MUST DE A MINIMUM OF 50" (25) FROM THE DULDING FOUNDATION

U.S. HIGHWAY 441 (ORANGE BLOSSOM TRAIL)

266

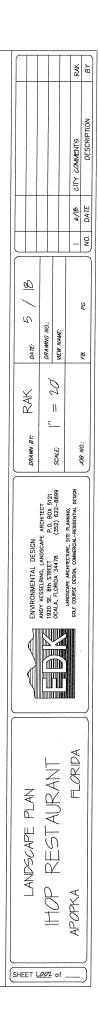
UNDERDRUGH SHALL REMAIN ALONG PROPERTY LINE AS DUTTE

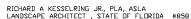
24. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL PLANT WATERIAL, ROOTS, SOIL, AND OTHER LANDSCAPE ITEMS REMOVED FROM THIS SITE

24. THE CATERACTOR SHALL KEEP THE SITE OLEAN OF ALL DEBRIS, SEDMENT, DRT, ETC. WD ENSURE THAT THAT DRAINGE SYSTEM REMAINS CLEAR WD THAT PEDESTRIAN WAYS ARE NOT BLOCKED

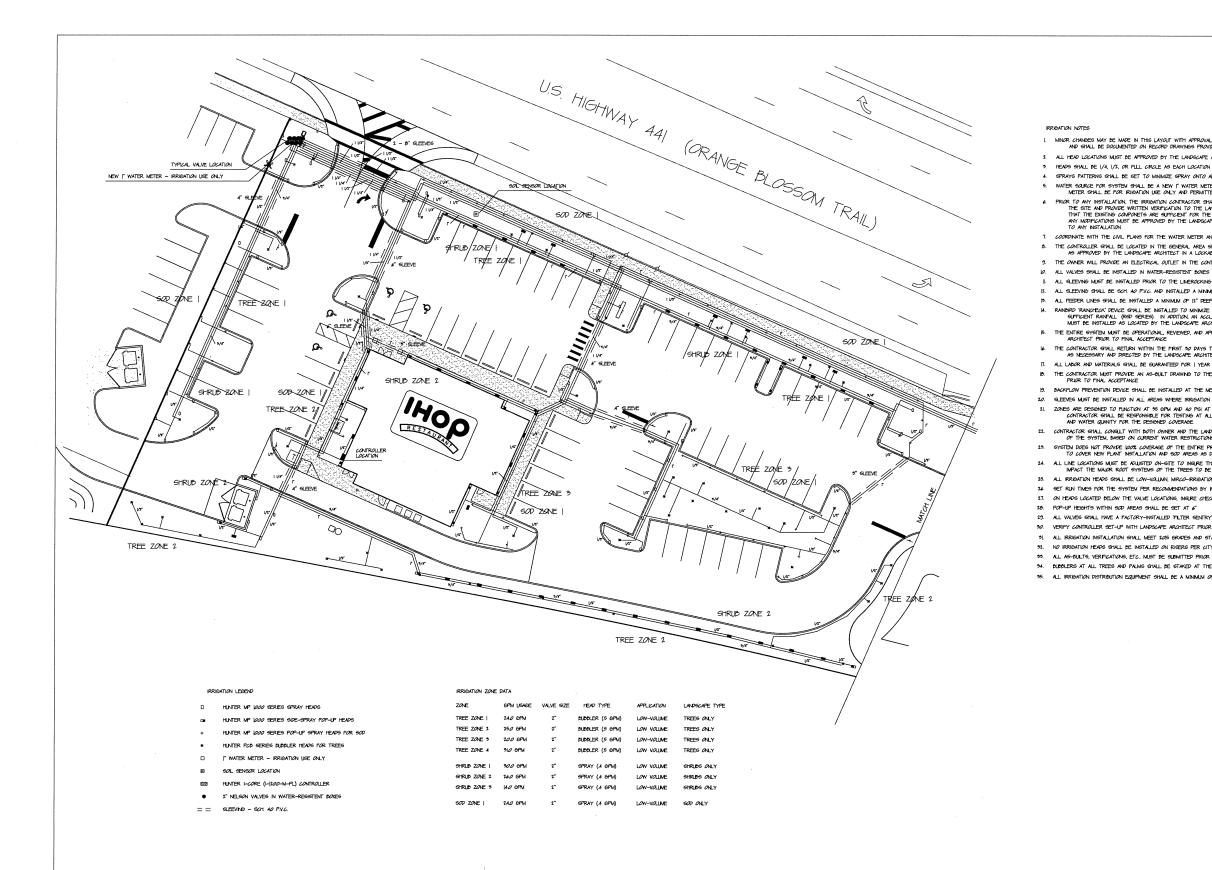
AL PLANT MATERIAL MUST MEET ALL OF THE SIZE SPECIFICATIONS, NOT JUST THE CONTAINER SIZE 92. HAVING THE LANDSCAPE ARCHITECT APPROVAL OF PLANT PLACMENT IS ESSENTIAL FOR ACCEPTANCE 39. All size specifications shown on the material list are for the height of the material unless otherwise noted. Measurement shall be as per the current industry grades and standards 34. LANDSCAPE INSTALLATION MUST BE COORDINATED WITH THE INSTALLATION TO BE DONE ON THE ADJOCENT HOP PROJECT 5. WORK MUST PROTECT THE EXISTING LANDSCAPE PLANTINGS ON THE ADJACENT VERIZON PROPERTY

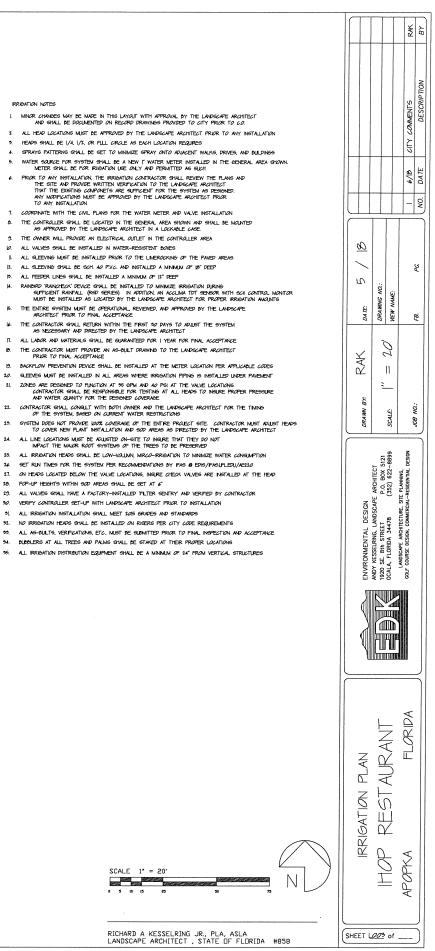
%. ALL LANDSCAPE PLANTS ARE FLORDA-FRENDLY FOR CENTRAL FLORDA PLANT HARDINESS ZONE





SCALE 1' = 20





IRRIGATION LEGEND

- D HUNTER NP 1000 SERES SPRAY HEADS
- HUNTER MP 1000 SERES SDE-SPRAY POP-UP HEADS
- HUNTER MP 1000 SERES POP-UP SPRAY HEADS FOR SOD
- HUNTER POD SERES BUDDLER HEADS FOR TREES
- 1" WATER METER - IRRIGATION USE ONLY
- ۵ SOL SENSOR LOCATION
- 222 HUNTER HOORE (H1200-M-PL) CONTROLLER
- 2" NELSON VALVES IN WATER-RESISTENT DOXES

S

TREE ZONE I

SHRUB ZO

= = SLEEVING - SCH. 40 P.V.C.

IRRIGATION ZONE DATA (THIS IS THE SAME CHART AS SHOWN ON LOOS)

ZONE	GPM USAGE	VALVE SIZE	HEAD TYPE	APPLICATION	LANDSCAPE TYPE
TREE ZONE I	24 <i>0 G</i> PM	2"	PUBBLER (5 GPM)	LOW-VOLUME	TREES ONLY
TREE ZONE 2	25 <i>0</i> GPM	2"	PUPPLER (5 GPM)	LOW VALUME	TREES ONLY
TREE ZONE >	2 <i>00</i> GPM	2"	PUPPLER (5 GPM)	LOW-VOLUME	TREES ONLY
TREE ZONE 4	71 <i>0 G</i> PM	2"	FUBBLER (5 6PM)	LOW VOLUME	TREES ONLY
SHRUD ZANE I	300 GPM	2~	SPRAY (A GPM)	LOW VALUME	shruds anly
SHRUD ZONE 2	260 GPM	2"	SPRAY (A GPM)	LOW VALUME	SHRUDS ONLY
SHRUB ZONE >	HO GPM	2"	SPRAY (A GPM)	LOW-VOLUME	SHRUDS ONLY
507 ZONE	240 GPN	2"	SPRAY (A GPM)	LOW-VOLUNE	500 ONLY

5

0-1/2"

0-----0

Îr 2

SHRUB ZONE 3

TREE 2001E 4

w.

1

SHRUB 20NE

1

TREE ZONE

- IRRIGATION NOTES
- I. MINOR CHANGES MAY BE MADE IN THIS LAYAUT WITH APPROVAL BY THE LANDSCAPE ARCHITECT AND SHALL BE DOCUMENTED ON RECORD DRAWINGS PROVIDED TO CITY PRIOR TO CO.
- 2. ALL HEAD LOCATIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION
- 9. HEADS SHALL DE 1/4, 1/2, OR FULL CIRCLE AS EACH LOCATION REQURES
- 4. SPRAYS PATTERNS SHALL BE SET TO MININZE SPRAY ONTO ADJACENT WALKS, DRIVES AND MULDINGS 5. WATER SARVE FOR SYSTEM SHALL BE A NEW I" WATER METER INSTALLED IN THE GENERAL AREA SHOWN. METER SHALL BE FOR IRIGATION USE ONLY AND PERMITTED AS SUCH
- A PRICE TO ANY INSTALLATION, THE REGISTICAL CATERATING STALL REVEN THE PLANS AND THE SITE AND PROVIDE WRITTEN VERFLATION TO THE LANDSCAPE ARCHITECT THAT THE DISTING CARPACITS ARE ALTFORT FOR THE SYSTEM AS DESIGNED ANY MODIFICATIONS MUST BE APPRICED BY THE LANDSCAPE ARCHITECT FROM TO ANY INSTALLATION.
- 7. COORDINATE WITH THE CIVIL PLANS FOR THE WATER METER AND VALVE INSTALLATION
- 8. THE CANTRALER SHULL BE LOCATED IN THE GENERAL AREA SHOWN AND SHULL BE MAINTED AS APPRAVED BY THE LANDSCAPE ARCHITECT IN A LOCKARLE CASE.
- 9. THE OWNER WILL PROVIDE AN ELECTRICAL OUTLET IN THE CONTRALLER AREA 12. ALL VALVES SHALL BE INSTALLED IN WATER-RESISTENT DOZES
- IL ALL SLEEVING MUST DE INSTALLED PRIOR TO THE LIMEROCKING OF THE PAVED AREAS
- 12. ALL SLEEVING SHALL BE SCH. 40 P.V.C. AND INSTALLED A MINMUM OF 16" DEEP
- 13. ALL FEEDER LINES SHALL DE INSTALLED A MINIMUM OF 12" DEEP
- M. RAINORD' RAINCHECK' DEVICE SHALL BE INSTALLED TO MINIMEE IRRIGATION DURING SUFFICIENT RAINFAL (RED SEREG). IN ADDITOL AN ACLIAN TOT SENERA MITH SCA CONTRAL MONTOR MIST DE INSTALLED NG LOCATED DY THE LANDSCAFE MORTHER TRA RAFER REPARTON ANDATIS
- B THE ENTRE SYSTEM MUST RE PREATAWL, REVEND, NO APPRAID BY THE LADSCHE ARMITECT FRUR TO FINL ACCEPTANCE IN THE CATRACTAR SHILL RETURN WITHIN THE PRIST SO DAYS TO POLIST THE SYSTEM AS INCESSARY AND ORECTED BY THE LADSCHE ARCHITECT
- 17. ALL LADOR AND MATERIALS SHALL DE GUARANTEED FOR I YEAR FOR FINAL ACCEPTANCE
- 18. THE CANTRACTOR MUST PROVIDE AN AS-BULT DRAWING TO THE LANDSCAPE ARCHITECT PRIOR TO FINAL ACCEPTANCE
- 19. DACKFLOW PREVENTION DEVICE SHULL DE INSTALLED AT THE METER LOCATION PER APPLICADLE CODES
- 20. SLEEVES MUST DE INSTALLED IN ALL AREAS WHERE IRRIGATION PIPING IS INSTALLED UNDER PAVEMENT
- 21. ZAES ARE DESIGNED TO FINCTION AT 35 GPM AND 40 PSI AT THE VALVE LOCATIONS. CONTROLLING BHALL DE REFORMENTE FOR TESTING AT ALL HEADS TO INSIRE PROPER PRESSURE AND WITCH QUARTLY FOR THE DESIGNED CORENCE.
- 22. CONTRACTOR SHALL CONSLIT WITH DOTH OWNER AND THE LANDSCAPE ARCHITECT FOR THE TIMING OF THE SYSTEM, DASED ON CLIRRENT WATER RESTRICTIONS

- 23. SYSTEM DOES NOT PROVIDE 100% COVERAGE TO COVER NEW PLANT INSTALLATION A
- 24. ALL LINE LOCATIONS MUST BE ADJUSTED ON MPACT THE MAJOR ROOT SYSTEMS OF
- - 28. POP-UP HEIGHTS WITHIN SOD AREAS SHALL BE SET AT 6"

 - 34. DUDDLERS AT ALL TREES AND PALMS SHALL DE STAKED AT THEIR PROPER LOCATIONS

vr

TREE ZONE 4

SE OF THE ENTIRE PROJECT SITE CONTRACTOR MUST ADJUST HEADS AND SOD AREAS AS DIRECTED BY THE LANDSCAPE ARCHITECT	;
N-SITE TO INSURE THAT THEY DO NOT	

25. ALL IRRIGATION HEADS SHALL BE LOW-VOLUMN, MIRCO-IRRIGATION TO MINIMIZE WATER CONSUMPTION 26. SET RUN TIMES FOR THE SYSTEM PER RECOMMENDATIONS BY IFAS & EDIS/FASILFLEDI/AE220 17. ON HEADS LOCATED DELOW THE VALVE LOCATIONS, NSURE CHECK VALVES ARE INSTALLED AT THE HEAD

29. ALL VALVES SHALL HAVE A FACTORY-INSTALLED FLITER SENTRY AND VERIFIED BY CONTRACTOR 30. VERFY CONTROLLER SET-UP WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION

31. ALL IRRIGATION INSTALLATION SHALL MEET 2015 GRADES AND STANDARDS

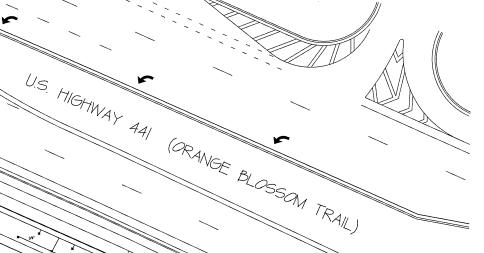
%. NO IRRIGATION HEADS SHALL BE INSTALLED ON RISERS PER CITY CODE REQUIREMENTS

33. ALL AS-BULTS, VERIFICATIONS, ETC. MUST DE SUDMITTED PRIOR TO FINAL INSPECTION AND ACCEPTANCE

35. ALL IRRIGATION DISTRIBUTION EQUIPMENT SHALL BE A MINIMUM OF 24" FROM VERTICAL STRUCTURES

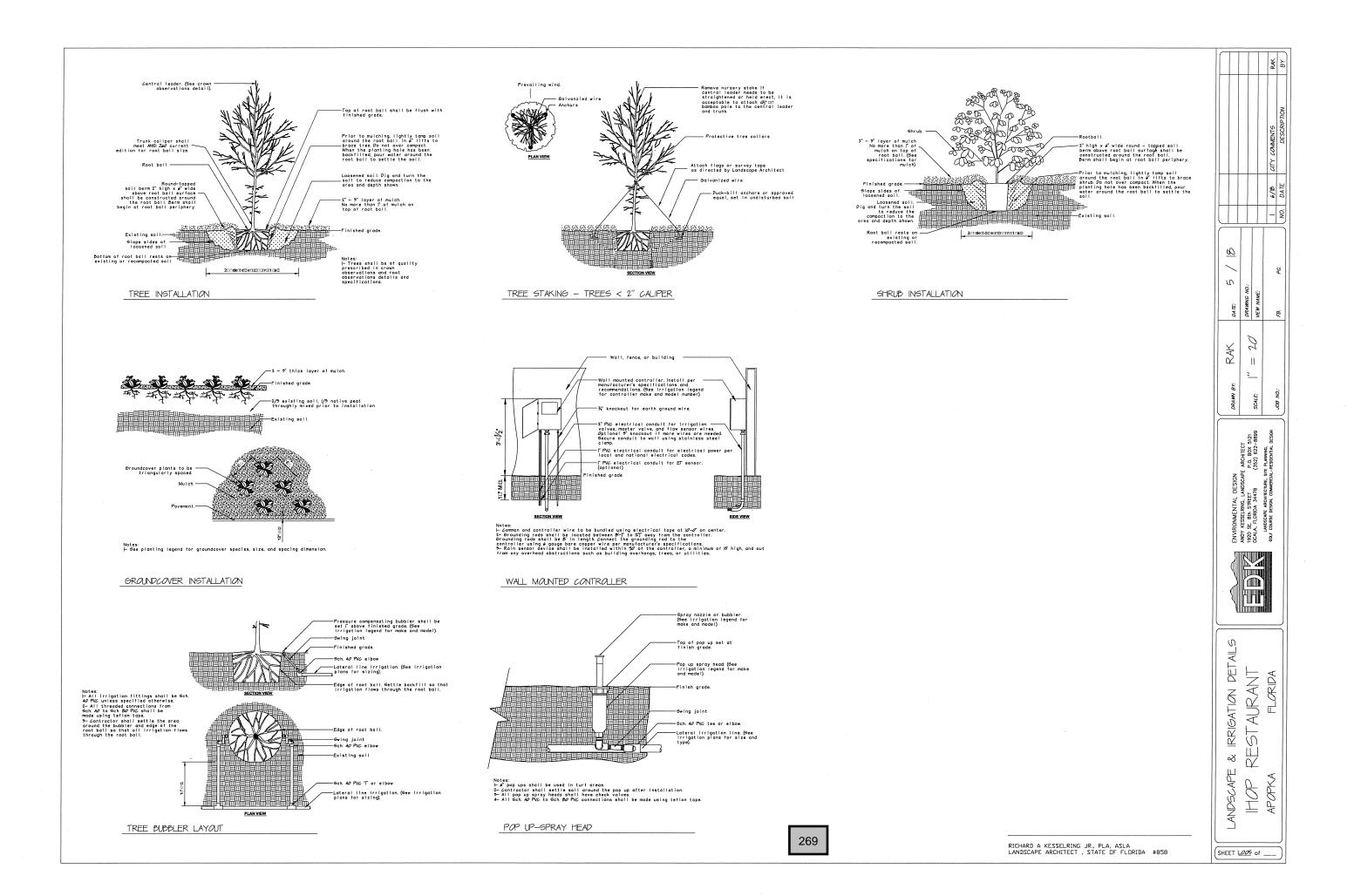
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ENVIRONMENTAL DESIGN ANDY KESSELING, LANDSCAPE ARCHITECT ANDY KESSELING, LANDSCAPE ARCHITECT 1920 SE: BILL STREET P.0, BOX 5/21 OCLA, FLORION, 3478 (352) 622-9899 LANDSCAPE ARCHECILLE, SITE PANNING, OU COMPET DESIGN, COMPETING, ESTE PANNING,										
		IKRIDAI ION FLAN								
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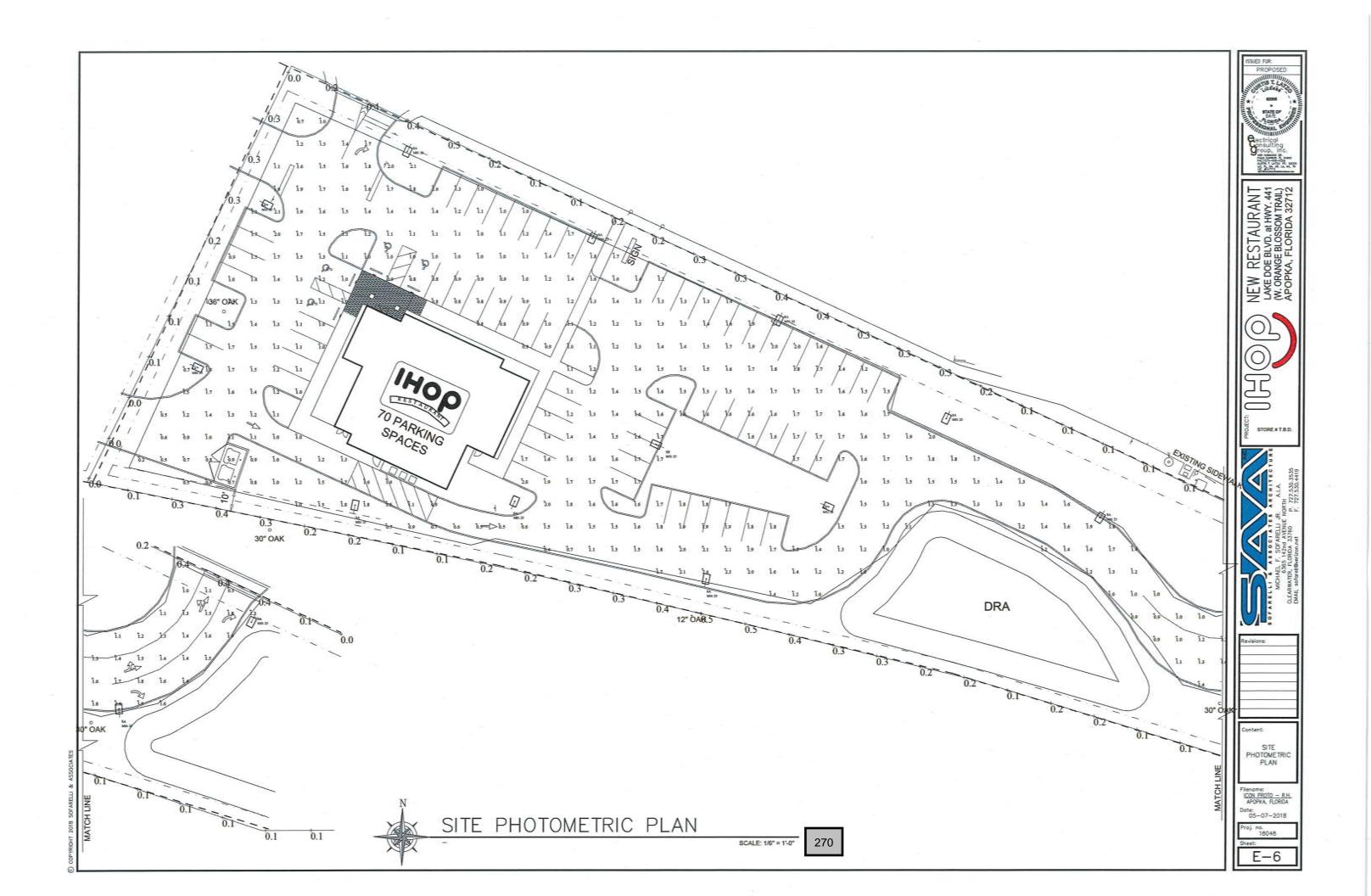
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SCALE 1" = 20

RICHARD A KESSELRING JR., PLA, ASLA LANDSCAPE ARCHITECT , STATE OF FLORIDA #858



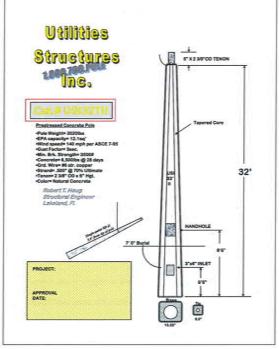


Luminaire Scl	hedule					
Symbol	Label	Qty	Description	Arrangement	LLF	Lum, Watts
	SA	12	GARDCO ECF-S-32L-700-NW-G2-4-HIS	SINGLE	0.900	72.9
	SB	2	GARDCO ECF-S-32L-700-NW-G2-5W	SINGLE	0.900	72.9

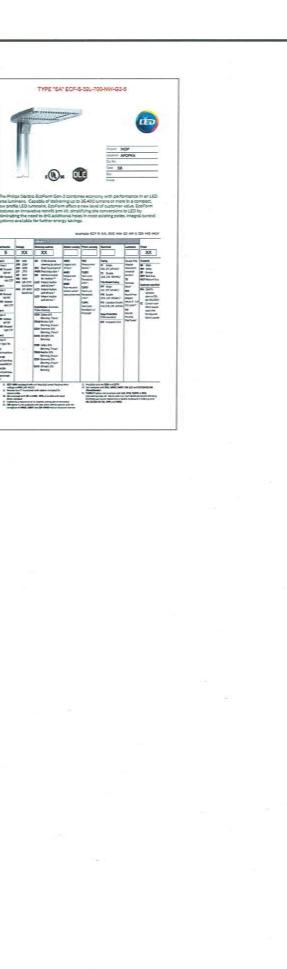
NO

Calculation Summary					
Description	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY BOUNDARY	0.21	0.5	0.0	N.A.	N.A.
PARKING & DRIVEWAY	1.37	2.4	0.2	6.85	12.00





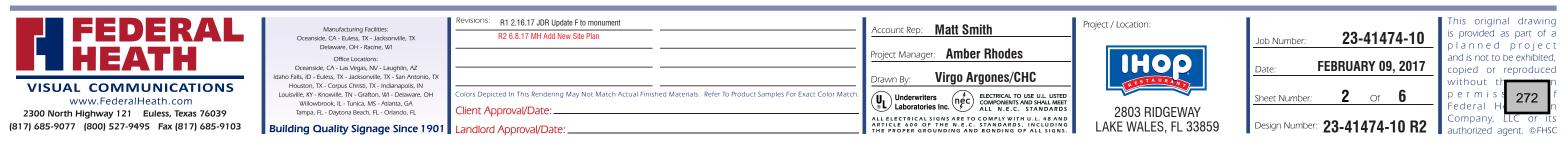








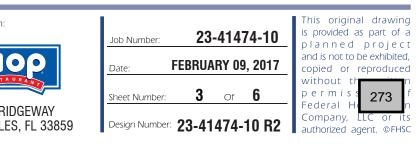
LEFT SIDE ELEVATION

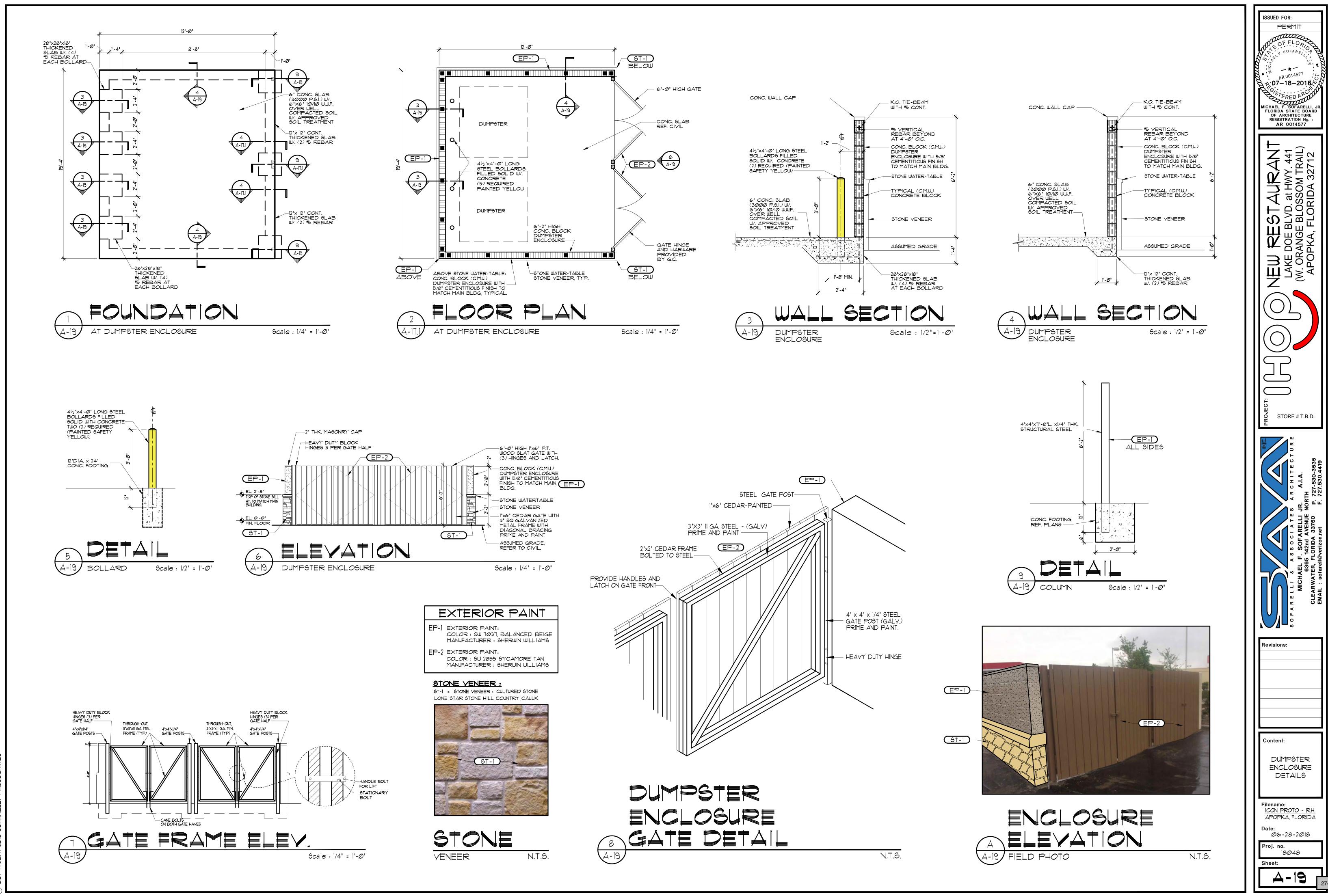


SCALE: 1/8"=1'-0"



FEDERAL	Manufacturing Facilities: Oceanside, CA - Euless, TX - Jacksonville, TX	Revisions: R1 2.16.17 JDR Update F to monument R2 6.8.17 MH Add New Site Plan		Account Rep: Matt Smith	Project / Location:
HEATH	Delaware, OH - Racine, WI Office Locations: Oceanside, CA - Las Vegas, NV - Laughlin, AZ			Project Manager: Amber Rhodes	IH
VISUAL COMMUNICATIONS www.FederalHeath.com 2300 North Highway 121 Euless, Texas 76039	Idaho Falls, ID - Euless, TX - Jacksonville, TX - San Antonio, TX Houston, TX - Corpus Christi, TX - Indianapolis, IN Louisville, KY - Knoxville, TN - Grafton, W1 - Delaware, OH Willowbrook, IL - Tunica, MS - Atlanta, GA Tampa, FL - Daytona Beach, FL - Orlando, FL	Colors Depicted In This Rendering May Not Match Actual Finishe	ed Materials. Refer To Product Samples For Exact Color Match.	Drawn By: Virgo Argones/CHC U Underwriters Laboratories Inc.	REST
[817] 685-9077 (800) 527-9495 Fax (817) 685-9103	Building Quality Signage Since 1901	Landlord Approval/Date:		ALL ELECTRICAL SIGNS ARE TO COMPLY WITH U.L. 48 AND ARTICLE 600 OF THE N.E.C. STANDARDS, INCLUDING THE PROPER GROUNDING AND BONDING OF ALL SIGNS.	LAKE WAL





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This instrument was prepared by and should be returned to: William P. Weatherford, Jr. Marlowe & Weatherford, P.A. 1150 Louisiana Avenue, Suite 4 Winter Park, Florida 32789 (407) 629-5008

DOC# 20140454685 B: 10801 P: 4104 09/08/2014 02:58:37 PM Page 1 of 21 Rec Fee: \$180.00 Deed Doc Tax: \$0.70 DOR Admin Fee: \$0.00 Intangible Tax: \$0.00 Mortgage Stamp: \$0.00 Marte O Harris Commercial Martha O. Haynie, Comptroller Orange County, FL MB - Ret To: WOODS & WOODS PA

ACCESS & UTILITY EASEMENT AGREEMENT

THIS ACCESS & UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this <u>Sk</u> day of <u>September</u>, 2014, by and between Rock RDP 1, LLC, a Florida limited liability company ("Rock RDP 1"), whose mailing address is 145 Lincoln Avenue, Suite B, Winter Park, Florida 32789, and Calmil Investment Group LP and Kenneth L. Jureit (collectively, the "Calmil"), whose mailing address is 5905 Moray Court NW, Concord, NC 28027.

WITNESSETH:

WHEREAS, simultaneous with the execution of this Agreement, Rock RDP 1 has acquired from Calmil a fee simple ownership interest in certain real property, located in Orange County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Rock RDP 1 Property").

WHEREAS, Calmil has retained ownership of certain real property, located in Orange County, Florida, more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Calmil Property") which Calmil Property is adjacent to the Rock RDP 1 Property; and

WHEREAS, Calmil is conveying the Rock RDP 1 Property to Rock RDP 1 on the condition that Rock RDP 1 grant to Calmil to the easements granted in this Agreement; and

WHEREAS, Calmil desires an easement over and across a portion of the Rock RDP 1 Property to the benefit of the Calmil Property, for the purpose of a non-exclusive easement for vehicular and pedestrian access, ingress, egress but not parking, subject to the terms and provisions hereinafter set forth; and

WHEREAS, Calmil desires an easement over and across a portion of the Rock RDP 1 Property the benefit of Calmil Property, for the purpose of installing and maintaining utility lines subject to the terms and provisions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rock RDP 1 and Calmil hereby agree as follows:

1. Grant of Mutual Access, Ingress and Egress Easements.

a. Rock RDP 1 hereby grants and conveys to Calmil, for the use and

benefit of Calmil and its successors, assigns, purchasers, tenants, employees, agents, invitees and licensees and guests, a non-exclusive easement across any driveways, roads, access ways, sidewalks, walkways, exits and entrances which may, from time to time, be located on the Rock RDP 1 Property solely for purposes of vehicular and pedestrian ingress and egress to and from the Calmil Property to Lake Doe Boulevard, but not for parking, as generally depicted on Exhibit E, attached hereto. The depiction of particular driveways on Exhibit "E" shall not be construed as an obligation to establish or maintain those particular driveways.

b. Calmil hereby grants and conveys to Rock RDP 1, for the use and benefit of Rock RDP 1 and its successors, assigns, purchasers, tenants, employees, agents, invitees and licensees and guests, a non-exclusive easement across any driveways, roads, access ways, sidewalks, walkways, exits and entrances which may, from time to time, be located on the Calmil Property solely for purposes of vehicular and pedestrian ingress and egress to and from the Rock RDP 1 Property to United States Highway 441, but not for parking, as generally depicted on Exhibit E, attached hereto. The depiction of particular driveways on Exhibit "E" shall not be construed as an obligation to establish or maintain those particular driveways.

c. Rock RDP 1 shall, at its sole cost and expense, design and construct such driveways, access ways, exits and entrances as may be reasonably necessary to provide a point of access from the Rock RDP 1 Property to Calmil Property (the "Rock RDP 1 Driveway Construction Obligation"). The driveways, access ways, exits and entrances designed and constructed by Rock RDP 1 on the Rock RDP 1 Property shall comply with the requirements of the City of Apopka. Rock RDP 1 shall perform the Rock RDP 1 Driveway Construction Obligation on or before the issuance of a certificate of occupancy for any occupant of any portion of the Rock RDP 1 Property but no later than December 31, 2015.

d. Calmil or its successor shall, at its sole cost and expense, design and construct such driveways, access ways, exits and entrances as may be reasonably necessary to provide a point of access from the Calmil Property to Rock RDP 1 Property. The driveways, access ways, exits and entrances designed and constructed by Calmil on the Calmil Property shall comply with the requirements of the City of Apopka. Calmil shall complete the construction of such driveways, access ways, exits and entrances on or before the issuance of a certificate of occupancy for any occupant of any portion of the Calmil Property.

e. Notwithstanding the easements granted hereunder, Rock RDP 1 shall not permit construction vehicles seeking access to the Rock RDP 1 Property to obtain ingress and egress to the Rock RDP 1 Property across Calmil Property. Likewise, Calmil shall not permit construction vehicles seeking access to Calmil Property to obtain ingress and egress to Calmil Property across the Rock RDP 1 Property.

f. Calmil reserves the right to establish, from time to time, reasonable rules and regulations for the use of the driveways, access ways, sidewalks, walkways, exits and entrances of the Calmil Property. Likewise, Rock RDP 1 reserves the right to establish, from time to time, reasonable rules and regulations for the use of the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 1 Property.

g. Calmil shall not establish or erect signs directing traffic from Calmil Property to the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 11 Property. Likewise, Rock RDP 1 shall not establish or erect signs directing traffic from the Rock RDP 1Property to the driveways, access ways, sidewalks, walkways, exits and entrances of Calmil Property.

h. Each party reserves the right, subject to the approval of the other party, which approval shall not be unreasonably withheld, to record an instrument containing the legal description and a sketch of such legal description of the driveways, access ways, sidewalks, walkways, exits and entrances of its Property. Upon the recordation of such instrument the rights of ingress and egress described in this instrument shall apply solely to the real property included in such description.

2. <u>Grant of Utility Easement.</u> Rock RDP 1 hereby grants and conveys to Calmil, for the use and benefit of Calmil Property, the owners of any portion thereof or interest therein, their successors and assigns, a non-exclusive easement for utility purposes over, under and across the property legally described in **Exhibit "C"** and as depicted in **Exhibit "C-1"**, both attached hereto and incorporated herein a.("Utility Easement Area"). Utility installations within the Utility Easement Area may, without limitation, include water (potable, fire protection and irrigation water), telephone, cable, gas and electric power. Calmil may from time to time, at its sole cost and expense, install, maintain and repair, within the Utility Easement Area underground utility lines to provide services to Calmil Property.

Prior to beginning any Utility installations in the Utility Easement Area, Calmil will provide written notice to Rock RDP 1 not later than twenty (20) days from the date Calmil anticipates commencing its' work.

Notwithstanding the foregoing, Calmil hereby agrees that during the any installations within the Utility Easement Area and at all times thereafter for the purposes of maintenance or repair, it shall make every reasonable effort not to impede the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 1 Property or in any way restrict the access to and from the Rock RDP 1 Property of any automobile, pedestrian, employee or agent of Rock RDP 1.

3. <u>Grant of Sewer Line Easement</u>. Rock RDP 1 hereby grants and conveys to Calmil, for the use and benefit of Calmil Property, the owners of any portion thereof or interest therein, their successors and assigns, a non-exclusive easement for the for the conduct and passage of waste water through certain sanitary sewer mains, pipes, conduits, valves, meters and related appurtenances located within the property legally described in **Exhibit "D"** and as depicted in **Exhibit "D-1"**, both attached hereto and incorporated herein ("Sewer Line Easement Area") Rock RDP 1 shall, at its sole cost and expense, design and construct the following improvements to be located in the Sewer Line Easement Area:

Construction of a 4" PVC sanitary sewer force main from the common Calmil/Rock RDP 1 property line, westerly across the Rock RDP 1 parcel, with connection to the City's force main in Lake Doe Boulevard

which improvements shall comply with the requirements of the City of Apopka (the "Sewer Line Construction Obligation"). Rock RDP 1 shall perform the Sewer Line Construction Obligation on or before the issuance of a certificate of occupancy for any occupant of any portion of the Rock RDP 1 Property but no later than December 31, 2015. Calmil may, from time to time and at its sole cost and expense, connect to the lines and facilities located within the Sewer Line Easement Area to provide services to Calmil Property.

Notwithstanding the foregoing, Calmil hereby agrees that during the construction of the Sewer Line Construction Obligation improvements and at all times thereafter for the purposes of maintenance or repair, it shall make every reasonable effort to not impede the driveways, access ways, sidewalks, walkways, exits and entrances of the Rock RDP 1 Property or in any way restrict the access of any automobile, pedestrian, employee or agent of Rock RDP 1 to the Rock RDP 1 Property.

4. <u>Duration</u>. The easements hereby created, granted and conveyed shall remain in effect in perpetuity, subject to the right of Rock RDP 1 to relocate the Utility Easement Area and Sewer Line Easement Area as more particularly set forth in Section 5.

Relocation of the Utility Easement Area and Sewer Line Easement. 5. Rock RDP 1 reserves the right to relocate all or any part of Utility Easement Area or Sewer Line Easement Area, and the utility lines and facilities installed therein, lying within the Rock RDP 1 Property to one or more other easement areas constituting a part of the Rock RDP 1 Property, provided that Rock RDP 1 pays all costs of relocation, at its sole cost and expense, the reasonable needs of Calmil continue to be met in a reasonable manner during relocation, and Rock RDP 1 executes and delivers to Calmil an amendment to this Agreement, or a separate instrument in form and content acceptable to Rock RDP 1 and Calmil, in which Calmil is granted an easement in and to the new easement area(s), and in which the easement granted herein affecting the relocated easement area(s) will be terminated. Rock RDP 1 shall provide not less than sixty (60) days written notice to Calmil that Rock RDP 1 intends to relocate such easement areas and shall provide plans and specification providing reasonable information about its plans for such relocation (hereafter the "Relocation Notice"). Provided that Calmil does not object within twenty (20) days from the date of the Relocation Notice, then Rock RDP 1 may proceed with such relocation in accordance with such plans. Notwithstanding the forgoing, without the express written consent of Calmil, Rock RDP 1 may not commence its' activities to relocate the Utility Easement Area or Sewer Line Easement area until the sixtieth (60th) day from the date of the Relocation Notice.

6. <u>Maintenance of Utility Easement Area and Sewer Line Easement</u> <u>Area.</u> Calmil, at its sole cost and expense, shall be responsible for the repair and maintenance of the utility lines and facilities located within the Utility Easement Area and Sewer Line Easement Area which lines and facilities exclusively serve the Calmil Property. Rock RDP 1, at its cost and expense, shall be responsible for the repair and maintenance of the utility lines and facilities located within the Utility Easement Area and Sewer Line Easement Area which lines and facilities serve the Rock RDP 1 Property.

7. <u>**Remedies**</u>. If Rock RDP 1 fails to maintain and repair the utility lines and facilities serving both the Rock RDP 1 Property and the Calmil Property and or driveways, roads, access ways, sidewalks, walkways, exits and entrances serving the Calmil Property so that they shall at all times be in good and operable condition and in compliance with all applicable governmental codes and regulations or, if Rock RDP 1 shall fail to perform the Rock RDP 1 Driveway Construction Obligation or the Sewer Line Construction Obligation within the time specified herein, Calmil shall have the right after twenty (20) days written

notice to Rock RDP 1 or, in case of an emergency, at any time, to undertake reasonable construction, repairs and maintenance and Rock RDP 1 shall reimburse Calmil for all reasonable costs and expenses related to Calmil's construction, maintenance and repair activities within thirty (30) days of receipt of an invoice for such costs. In the event Rock RDP 1 does not pay when due Calmil's costs and expenses, Calmil shall be entitled to execute and record among the Public Records of Orange County, Florida a claim of lien encumbering Rock RDP 1 Property. The claim of lien shall be in an amount equal to the reimbursement due to Calmil, plus interest at the highest rate allowed by law from the date said reimbursement was due, together with all costs and reasonable attorneys' fees (at all trial and appellate levels) incurred in connection therewith. Calmil shall be entitled to pursue any or all available remedies to enforce the lien and collect the amounts due, including without limitation foreclosure of the lien or an action to collect the indebtedness.

If Calmil fails to maintain and repair any driveways, roads, access ways, sidewalks, walkways, exits and entrances serving the Rock RDP 1 Property so that they shall at all times be in good and operable condition and in compliance with all applicable governmental codes and regulations or, if Calmil shall fail to perform its' obligations related to the Utility Easement Area within the time specified herein, Rock RDP 1 shall have the right after twenty (20) days written notice to Calmil or, in case of an emergency, at any time, to undertake reasonable construction, repairs and maintenance and Calmil shall reimburse Rock RDP 1 for all reasonable costs and expenses related to Rock RDP 1's construction, maintenance and repair activities within thirty (30) days of receipt of an invoice for such costs. In the event Calmil does not pay when due any Rock RDP 1's costs and expenses, Rock RDP 1 shall be entitled to execute and record among the Public Records of Orange County, Florida a claim of lien encumbering the Calmil Property. The claim of lien shall be in an amount equal to the reimbursement due to Rock RDP 1, plus interest at the highest rate allowed by law from the date said reimbursement was due, together with all costs and reasonable attorneys' fees (at all trial and appellate levels) incurred in connection therewith. Rock RDP 1 shall be entitled to pursue any or all available remedies to enforce the lien and collect the amounts due, including without limitation foreclosure of the lien or an action to collect the indebtedness.

8. <u>Estoppel Certificates</u>. In the event that Calmil or Rock RDP 1, or their respective successors or assigns, shall desire to inquire as to the status of any party's performance of or compliance of the obligations imposed in this Agreement, the inquiring party shall be entitled to demand and receive from the other party within ten (10) days prior written notice, an estoppel certificate which states whether any party hereto is in default of its obligations hereunder and whether, when, and to what extent any monies may be due to from one party to another hereunder. Any such written demand must be forwarded pursuant to the notice provision hereunder.

9. <u>Incidental Rights</u>. Except as otherwise specifically provided or limited herein, the easements, rights and obligations hereby created, granted and conveyed include all incidental rights reasonably necessary for the use and enjoyment of the easements granted herein and for their intended purposes.

10. <u>No Common Ownership</u>. Notwithstanding anything herein set forth, the parties hereto expressly negate any construction of this Agreement which implies the joint or common ownership of any part of Calmil Property or the Rock RDP 1 Property, or which implies the creation, establishment or existence of any partnership, joint venture or other such scheme of common ownership or common operation of the respective properties.

Indemnification. Rock RDP 1, its successors and assigns, shall indemnify 11. and hold Calmil, its successors and assigns, harmless from and against any and all loss, cause, damage, expense, injury, claim and liability (including reasonable attorney's fees and paraprofessional fees at any pre-trial, trial or appellant proceedings) which Calmil, its successors and assigns, may suffer or incur as the result of, arising out of, or attributable to, use of the Calmil Property by Rock RDP 1, its successors and assigns, or the exercise of any rights granted to Rock RDP 1 herein, except to the extent resulting from the negligent, intentional or willful acts or omissions of the party being indemnified, its contractors, employees, agents or others acting by, through, under or on behalf of such party. Calmil, its successors and assigns, shall indemnify and hold Rock RDP 1, its successors and assigns, harmless from and against any and all loss, cause, damage, expense, injury, claim and liability (including reasonable attorney's fees and paraprofessional fees at any pre-trial, trial or appellant proceedings) which Rock RDP 1, its successors and assigns, may suffer or incur as the result of, or arising out of, or attributable to, use of the Rock RDP 1 Property by Calmil, its successors and assigns, or the exercise of any rights granted to Calmil herein, except to the extent resulting from the negligent, intentional or willful acts or omissions of the party being indemnified, its contractors, employees, agents or others acting by, through, under or on behalf of such party.

12. <u>No Merger.</u> If any party shall become the fee owner of any part of the subject real property who is also the holder of a beneficial easement interest created hereunder, said fee interest and beneficial interest shall not merge into the fee estate.

13. <u>Attorney's Fees.</u> In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The party prevailing in said legal proceedings shall be entitled to recover from the party not prevailing in said legal proceedings reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceedings and in bankruptcy.

14. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of any conflict of laws provisions thereof that would apply the laws of another jurisdiction. Calmil and Rock RDP 1 hereby submit to the jurisdiction of, and agree that venue for actions hereunder shall be, in the Circuit Court of the State of Florida sitting in Orange County, Florida, and Calmil and Rock RDP 1 each hereby waive any objection to venue in such courts and any objection to any action or proceeding on the basis of forum non-conveniens.

15. <u>Entire Agreement</u>. This Agreement contains the entire agreement between Rock RDP 1 and Calmil with respect to the subject matter contained herein, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be binding upon the owners hereto.

16. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid registered mail, or (iii) transmitted by a recognized overnight courier service to Calmil and Rock RDP 1, their successor and or assigns, to the address used by the Orange County Tax Collector, or any successor thereto, for the delivery of invoices for the payment of ad valorem property taxes. Any notice required or given hereunder shall only be deemed as having been received (i) upon actual receipt if delivered by hand, (ii) the day following deposit thereof if sent via nationally recognized overnight courier service for next day delivery or (iii) upon receipt or refusal if sent by certified mail, return receipt requested or upon refusal to accept delivery from any overnight courier. Either party may, from time to time, give notice to the other party of some other address to which notices or other communications to such party shall be sent, in which event, notices or other communications to such party shall be sent to such address. If any notice or other communication described in this Agreement is sent by either party hereto to the other and such notice or other communication was not sent in accordance with the foregoing terms of this Section but was, in fact, actually received by the other party, then such notice or other communication shall be deemed to have been duly given by the sending party and received by the recipient party effective as of such date of actual receipt. If any notice is tendered and is refused by the intended recipient, such notice shall nonetheless be considered to have been given and shall be effective as of the date provided herein.

17. Force Majeure. Except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency or refusal or inability to pay, if either party shall be delayed or hindered in whole or in part, or prevented from, the performance of any nonmonetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, acts of war, acts of terrorism or bioterrorism, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes or work stoppage beyond the control of either party hereto, then the performance of such covenant or obligation, shall be excused for the period of such delay, hindrance or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention. The delayed or hindered party shall promptly notify the other party of any force majeure event affecting the delayed or hindered party's performance under this Agreement.

18. <u>Severability</u>. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity of the remainder of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, Calmil and Rock RDP 1 will negotiate in good faith to agree upon substitute provisions to carry out the purpose and intent of the invalid or unenforceable provision.

19. <u>Miscellaneous</u>. With or without specific reference thereto, the conveyance of an interest in all or any portion of either Calmil Property or the Rock RDP 1 Property shall be subject to the benefits and burdens of the easements hereby created, granted and conveyed to the same extent as if all the terms and conditions of this Agreement were set forth in full in such conveyance. The easements, covenants, agreements, obligations and conditions contained herein shall not be personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of Calmil Property and the Rock RDP 1 Property, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees of each of them. The caption included herein are for reference only and should not be used in construing any of the terms hereof.

Signed, sealed and delivered in the presence of:

Calmil Investment Group, LP

Frank Chin Print: Frank S. Chin

Bayer Print: Katelyn

Print: Fran

Bayer Print: Katch

STATE OF NORTH CAROLINA) COUNTY OF Cabarres

CALMIL

By:

Kenneth L. Jureit, General Partner

Kenneth L. Jureit as Trustee of THE KENNETH LEE JUREIT LIVING TRUST dated February 12, 2002, as amended

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Kenneth L. Jureit, as trustee and as general partner of Calmil Investment Group, L.P., on behalf of the limited partnership, who is personally known to me or who presented a valid driver's license as identification.

 \sim

NOTAR PUBLIC STATE OF NORTH CAROLINA Print Name: Cathy K Ross

My commission expires: $\frac{1}{2}$



Rock RDP 1

Rock RDP 1, LLC, A Florida limited liability company

By: ROCK CELLULAR, LLC, A Florida limited liability company, As it's sole Manager

> By: ROCK PROPERTIES, INC., a Florida corporation, as its sole Manager

By: Name: Greg Zuckerman **Title: President**

Name: Name:

STATE OF FLORIDA) COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this <u>St</u> day of <u>Schenber</u>, 2014, by <u>orcen 1. 2 ackcorm</u>, as <u>Pres dan</u> of Rock RDP 1, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who presented a valid driver's license as identification.



NOTARY PUBLIC STATE OF FLORIDA

Print Name: _____ My commission expires: 20140454685 Page 10 of 21

EXHIBIT "A"

ROCK RDP 1PROPERTY

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EXHIBIT "A"

ROCK RDP 1 PROPERTY LEGAL DESCRIPTION

THE WEST 127.94 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF U.S. HIGHWAY 441 AND NORTH OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (163 FEET WIDE) WITH THE WEST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD (60 FEET WIDE); THENCE SO0'54'42"W ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 300.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD (120 FEET WIDE); THENCE DEPARTING SAID WEST BOUNDARY AND EAST RIGHT-OF-WAY LINE, PROCEED S78'27'33"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 130.18 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED N00'54'42"E, A DISTANCE OF 267.56 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE N65'08'03"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

ROGERS ENGINEERING, LLC Civil Engineering & Land Surveying 1105 S.E. 3rd Avenue
 Ocala, Florida 34471
 Ph. (352) 622-9214
 Lic. Bus. #4074

DATE

6-02-14

SCALE

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EXHIBIT "B"

CALMIL PROPERTY

EXHIBIT "B"

CALMIL PROPERTY LEGAL DESCRIPTION

THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF U.S. HIGHWAY 441 AND NORTH OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY EXCEPT THE WEST 127.94 FEET THEREOF.

ROGERS ENGINEERING, LLC Civil Engineering & Land Surveying 1105 S.E. 3rd Avenue
Ocala, Florida 34471
Ph. (352) 622-9214
Lic. Bus. #4074

DATE 6-02-14

SCALE

EXHIBIT "C"

UTILITY EASEMENT AREA

288

EXHIBIT "C" UTILITY EASEMENT

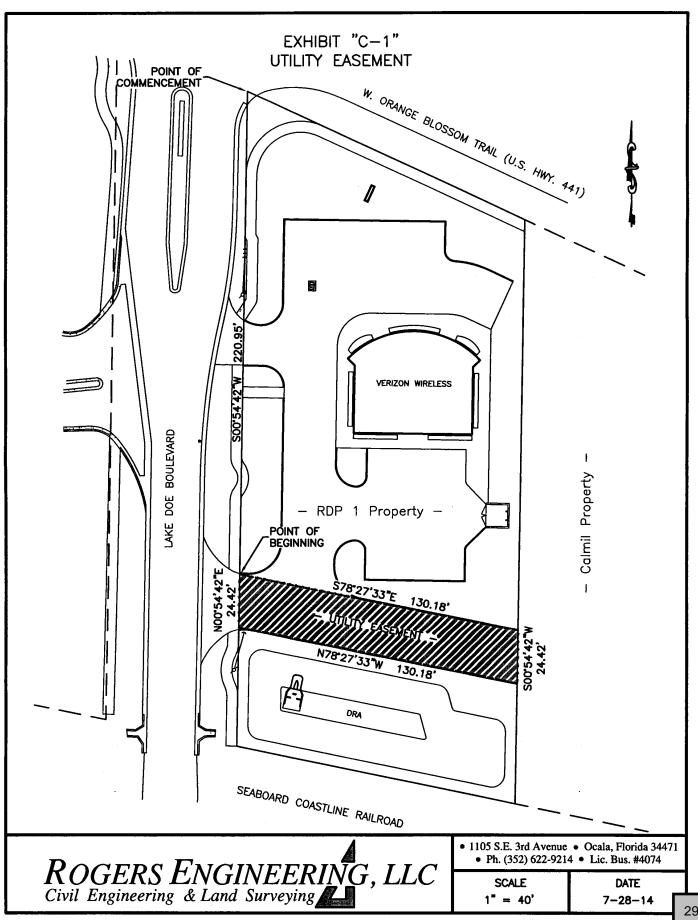
LEGAL DESCRIPTION - UTILITY EASEMENT

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (163 FEET WIDE) WITH THE WEST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD (60 FEET WIDE); THENCE SO0'54'42"W ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S78'27'33"E, A DISTANCE OF 130.18 FEET TO A POINT ON THE EAST PROPERTY LINE OF THE PARENT PARCEL; THENCE SO0'54'42"W ALONG SAID EAST PROPERTY LINE, A DISTANCE OF 24.42 FEET; THENCE DEPARTING SAID EAST PROPERTY LINE, PROCEED N78'27'33"W, A DISTANCE OF 130.18 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD; THENCE N00'54'42"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.42 FEET TO THE POINT OF BEGINNING.

ROGERS ENGINEERING, LLC Civil Engineering & Land Surveying 1105 S.E. 3rd Avenue
Ocala, Florida 34471
Ph. (352) 622-9214
Lic. Bus. #4074

DATE 7-28-14

SCALE



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EXHIBIT "D"

SEWER LINE EASEMENT AREA

291

EXHIBIT "D" SEWER EASEMENT

LEGAL DESCRIPTION - SEWER EASEMENT

A 10 FEET WIDE EASEMENT, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

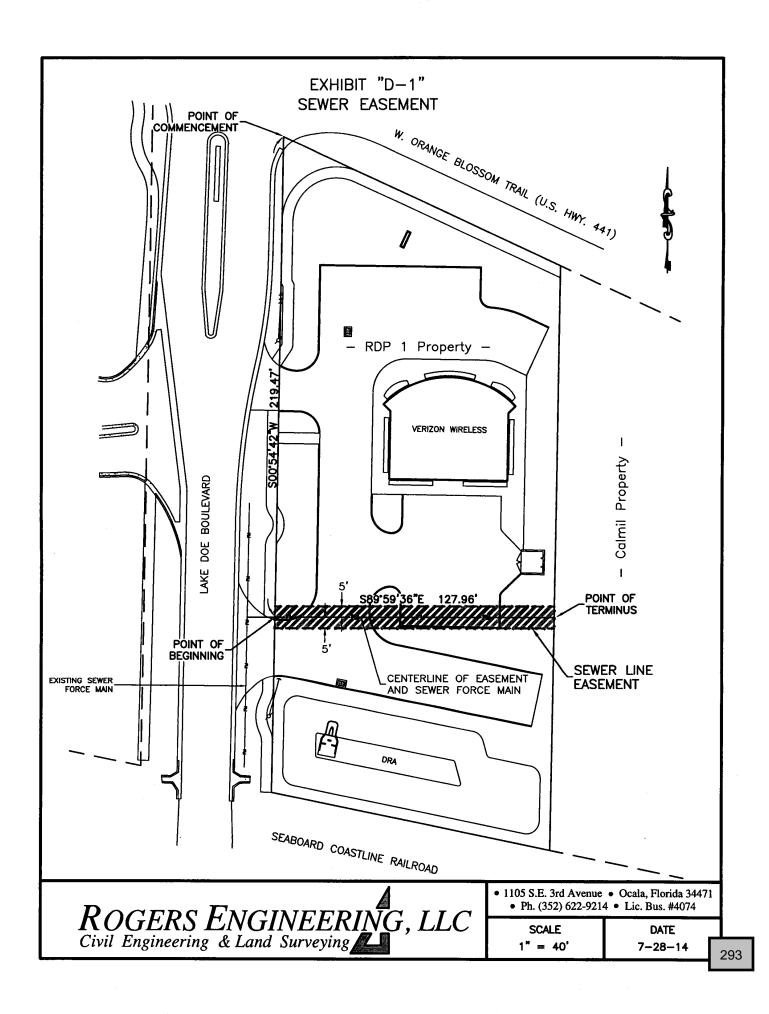
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (163 FEET WIDE) WITH THE WEST BOUNDARY OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD (60 FEET WIDE); THENCE S00°54'42"W ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 219.47 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S89°59'36"E, A DISTANCE OF 127.96 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE EAST PROPERTY LINE OF THE PARENT PARCEL, LENGTHENING AND SHORTENING THE SIDE LINES TO INTERSECT THE EAST RIGHT-OF-WAY LINE OF LAKE DOE BOULEVARD AND THE EAST PROPERTY LINE OF THE PARENT PARCEL.

ROGERS ENGINEERING, LLC

1105 S.E. 3rd Avenue
Ocala, Florida 34471
Ph. (352) 622-9214
Lic. Bus. #4074

DATE 7-28-14

SCALE

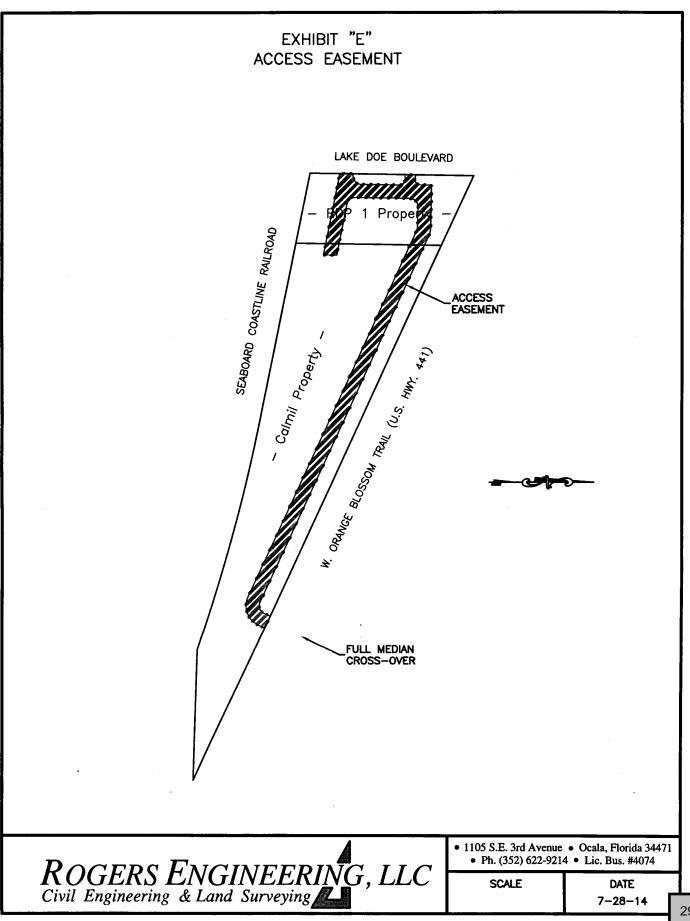


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EXHIBIT "E"

MUTUAL ACCESS, INGRESS AND EGRESS EASEMENT AREA

294



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CITY OF APOPKA CITY COUNCIL

CONSENT AGENA	MEETING OF:	September 5, 2018
PUBLIC HEARING	FROM:	Community Development
SPECIAL REPORTS	EXHIBITS:	Zoning Report
OTHER: PUD Master Plan/PDP		Vicinity Map
		Adjacent Zoning Map
		Adjacent Uses Map
		Ordinance No. 2671
		PUD Master Plan
		Comparison Table
		Draft Coca-Cola Co. Land Dedication

SUBJECT: ORDINANCE NO. 2671 – AMENDMENT TO THE PUD MASTER PLAN FOR AVIAN POINTE

<u>REQUEST</u>:FIRST READING OF ORDINANCE NO. 2671 – AMENDING THE PUD
MASTER PLAN FOR AVIAN POINTE; AND HOLD OVER FOR
SECOND READING AND ADOPTION.

SUMMARY:

OWNERS:	Apopka Clear Lake Investments, LLC
APPLICANT:	Frank Bombeeck
LOCATION:	East side of SR 429, north of Lust Road
PARCEL ID NUMBERS:	07-21-28-0000-00-002; 07-21-28-0000-00-015; 07-21-28-0000-00-064
EXISTING USE:	Vacant
FLUM DESIGNATION:	Residential Low Density, Residential Medium Density
CURRENT ZONING:	PUD (Planned Unit Development)
PROPOSED DEVELOPMENT:	56 single family homes; 222 townhomes, 480 apartments
PROPOSED ZONING:	Planned Unit Development (PUD)
TRACT SIZE:	127.21 +/- acres

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

ADDITIONAL COUNCIL ACTIONS: A development agreement will be available for City Council review and action for its September 19 second hearing for the PUD zoning amendment. The development agreement establishes the obligation the developer has regarding off-site improvements, schedule for completion of infrastructure, and development conditions. Further, Grand Avian Parkway – the spine road from Lust Road to Petersen Road – at the northern end includes a 30-wide tract of land that Coca-Cola Corporation has agreed to dedicate the City to expand the road to an eighty-foot wide right-of-way. This will allow a two-lane divided road with a bike trail. A draft of the resolution to accept the land dedication will also appear on the September 19 City Council agenda.

SUMMARY: The subject property is approximately 127.21 acres in size and is zoned PUD (Planned Unit Development) and has a future land use designations of Residential Medium Density and Residential Low Density. The subject property is located on the east side of SR 429, north of Lust Road, and south of Peterson Road. Access to the development is proposed via Lust Road and Peterson Road.

The original Avian Pointe PUD Master Plan was approved via Ordinance No. 2433 and permitted up to 758 residential units consisting of single-family, townhomes, apartments, a shared use recreation area, and a flex use parcel consisting of either a school or daycare facility, senior housing facility, or a 100 room boutique hotel. The PUD Master Plan was amended in 2017 to allow the apartment units to be up to four stories, not to exceed 50-feet in height. The applicant is requesting an amendment to the PUD (Planned Unit Development) zoning and Master Plan, and proposed revisions to the Master Plan appear in the attached phase-by-phase comparison table.

The amendment to the PUD Zoning and Master Plan does not propose an increase in the total amount of residential units that are permitted pursuant to Ordinance No. 2433. Development design standards from the current Master Plan are carried over to the Proposed Master Plan.

Unit type	Number of units	Minimum Livable Area (Square Feet)	Building Height
Single Family (75' width; 8,400 sq.ft. min.) (60-feet by 125-feet, 60-feet by 132-feet, 70- feet by 120-feet)	58-<u>56</u>	1,700	35-foot maximum height
Townhomes:	216 <u>222</u>	1,350	3 stories; 45-feet
Apartments:	484 <u>480</u>		4 stories; 50-feet
1	-Bedroom:	750 minimum	
2	2-Bedroom:	900 minimum	
3	B-Bedroom:	1,050 minimum	
Total Residential units:	758		

Residential development profile:

B. Deviations. The applicant is requesting one deviation to the City's required development standards. For a PUD Master Plan, a deviation from the City's Land Development Code does not represent a variance but a development standard or zoning condition unique to and approved as part of the Planned Unit Development zoning. PUD's are required to satisfy the requirements of the Land Development Code unless the City Council finds that, based on substantial evidence, a proposed alternative development guideline is adequate to protect to the public health safety, and welfare. Any deviations must be consistent with the policies of the Comprehensive Plan.

- 1. Typical Lot Width Standard, Land Development Code Section 2.02.18.D.11. requires a minimum lot size within a PUD to be 70-feet in width, and to have a minimum site area of 7,500 square feet. The developer is proposing 39, 60-foot wide lots with minimum lots sizes of 7,500 square feet. 17 units are proposed at 75-feet in width.
- C. Justification for Deviations/Development Standard. The following justifications are provided for the deviations that is proposed.
 - 1. Dedication of right-of-way The PUD Master Plan proposes the dedication of right-of-way to the City referred to as Grand Avian Parkway on the PUD Master Plan which will connect Lust Road to Peterson Road. The right-of-way is proposed to range in width from 75-feet to 80-feet. An 11-foot wide bike path/trail will be provided on the west side of the right-of-way. A 5-foot wide sidewalk will be provided on the east side. A landscape median ranging in width between 10-feet and 15-feet is provided.
 - 2. An improved recreation amenities package is proposed The PUD Master Plan proposes the construction of a 7.071 acre Community Park and Recreation area that will consist of a tot lot, restrooms, basketball courts, tennis courts, soccer field, and baseball field.
 - 3. Abutting Site Characteristics The PUD Master Plan proposes a 20-foot landscape buffer between the proposed single-family homes and the Clear Lake Estates subdivision to the east. The development will not be visible from the homes within Clear Lake Estates and separation between the larger lots in Clear Lake Estates and the smaller lots within the Avian Pointe PUD will be provided with the landscape buffer. The developer is proposing 75-foot wide lots adjacent to the Clear Lake Estates subdivision. 60-foot wide lots will be provided adjacent to Clearwater Lake and within the interior of the single-family subdivision.
 - 4. Protection of Environmentally Sensitive Areas and Preservation of Open Space The PUD Master Plan protects wetlands adjacent to Clearwater Lake. Single-family homes will be setback approximately 190-feet from Clearwater Lake.
 - 5. Flex Zone Development tract The PUD Master Plan reserves a 14.998 acre tract for either of the following uses: 1) School or daycare facility, 2) Senior Housing Facility, or 3) 100 room boutique hotel. The School site was expanded to

<u>PUD RECOMMENDATIONS</u>: That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be single-family residential uses.
- B. Terms of Expiration for this PUD shall be as follows:

If a Final Development Plan associated with the PUD district has not been approved by the City within three years, and site development has not commenced within four years after approval of these Master Plan provisions, the approval of the Master Plan provisions will expire. At such time, the City Council may:

1. Permit a single six-month extension for submittal of the required Final Development Pl

- 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
- 3. Rezone the property to a more appropriate zoning classification.

<u>COMPREHENSIVE PLAN COMPLIANCE</u>: The proposed use of the property is consistent with the Low Density and Medium Density Residential Future Land Use designation and is consistent with the Land Development Code.

SCHOOL CAPACITY REPORT: Per Orange County Public Schools, the project is vested to satisfy capacity, however there are outstanding concurrency issues that will be required to be satisfied prior to approval of a residential plat or prior to a final development plan for a multi-family apartment site plan.

ORANGE COUNTY NOTIFICATION: Pursuant to Section 7 of the Joint Planning Area agreement, notification to Orange County is not required for a rezoning application as the subject parcels are not adjacent to unincorporated Orange County.

PUBLIC HEARING SCHEDULE:

August 14, 2018 - Planning Commission (5:30 pm) September 5, 2018 - City Council (1:30 pm) - 1st Reading September 19, 2018 – City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

August 3, 2018 – Public Notice; Letter, Poster September 7, 2018 – Public Notice

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment to the PUD zoning and Master Plan consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Avian Pointe Planned Unit Development Master Plan.

The Planning Commission, at its meeting on August 14, 2018, unanimously recommended approval of the amendment to the PUD zoning and Master Plan for Avian Pointe based on the findings and facts presented in the staff report and exhibits and subject to City Council approval of a development agreement.

City Council: Accept Ordinance No. 2671 at first reading and hold over for a second public hearing for September 19, 2018.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City) (County)	Mixed Use (0-5 du/ac) Rural	Mixed-EC (City) A-1 (County)	Vacant, Agricultural buildings and uses
East (City)	Low Density Residential (0-5 du/ac)	R-1AA	Clear Lake Estates subdivision
South (City)	Low Density Residential (0-5 du/ac); Residential Low Suburban	R-1AA, R-1	Vacant, Clearwater Lake
West (City)	N/A	N/A	SR 429 right-of-way

LAND USE & TRAFFIC COMPATIBILITY:

The property is accessed via Lust Road and Peterson Road. Internal streets are public and private and will be owned and maintained by the City of Apopka and a yet to be established homeowners association. Future land use designations and zoning categories assigned to properties to the north, south, east, and west are predominantly residential.

COMPREHENSIVE PLAN COMPLIANCE:

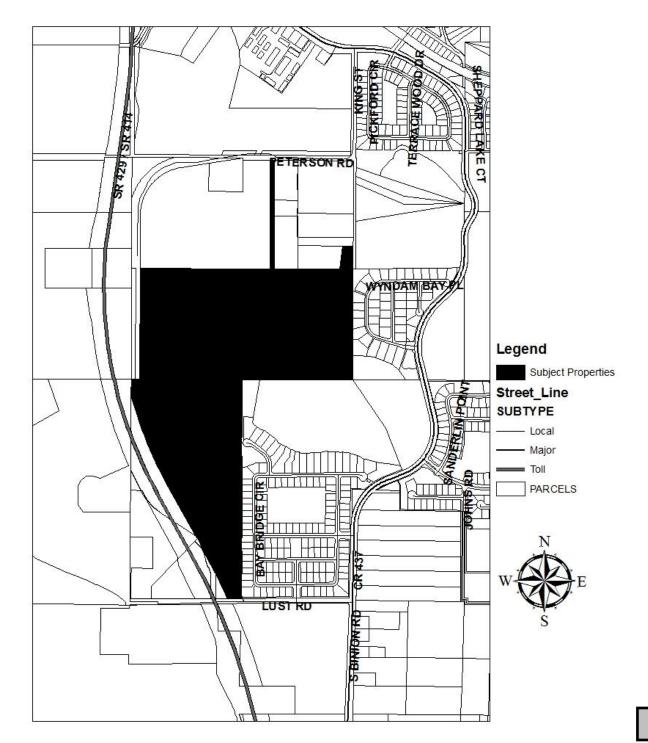
The proposed PUD zoning and Master Plan is compatible with policies set forth in the Comprehensive Plan.

ALLOWABLE USES:

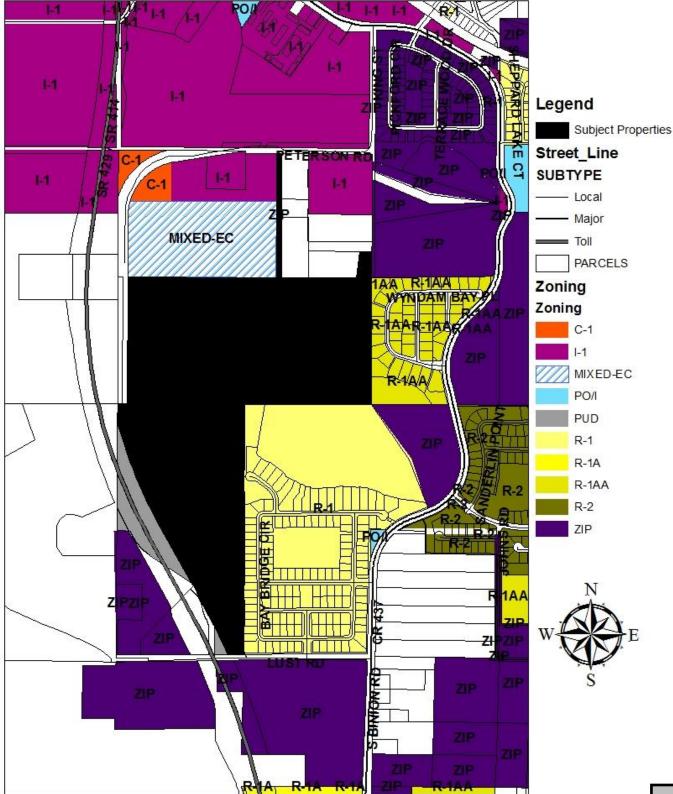
Uses as set forth within the Planned Unit Development Master Plan.

Project:AVIAN POINTEOwned by:Apopka Clear Lake Investments, LLCLocated:East side of SR 429, north of Lust RoadParcel ID#s:07-21-28-0000-00-002, 07-21-28-0000-00-064

VICINITY MAP



ADJACENT ZONING



ADJACENT USES



ORDINANCE NO. 2671

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING ORDINANCE 2243 AND 2608, WHICH AMENDS THE ADOPTED "AVIAN POINTE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN" FOR CERTAIN REAL PROPERTY LOCATED NORTH OF LUST ROAD AND EAST OF SR 429, COMPRISING 127.21 ACRES MORE OR LESS; OWNED BY <u>APOPKA CLEAR LAKE INVESTMENTS, LLC</u>; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the City of Apopka approved the Avian Pointe PUD zoning and Master Plan through Ordinance No. 2243 on June 3, 2015, and amended said Ordinance by Ordinance 2608 on November 15, 2017, and now the property owner desires to amend the Master Plan;

WHEREAS, the proposed Planned Unit Development (PUD) zoning has been found to be consistent with the City of Apopka Comprehensive Plan and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Avian Pointe Mixed Use Master Plan, as established in Exhibit "A" and subject to the following zoning provisions:

- A. The uses permitted within the Avian Pointe Mixed Use PUD district shall be: Parcel A, maximum of 56 single family homes; Parcel B-1, 118 townhomes; Parcel B-2, maximum of 480 apartment units; Parcel B-3, maximum of 104 townhomes; Parcel B-4, Shared Recreation Area; Parcel B-5 Flex Use Ares, and associated accessory uses or structures consistent with land use and development standards established for the R-3 zoning category except where otherwise addressed in this ordinance.
- B. Where any development standard conflicts between the Avian Pointe Mixed Use Master Plan and the Land Development Code (LDC), the Master Site Plan shall prevail.

Any proposed revision to the Master Site Plan shall be evaluated and processed pursuant to Section 2.02.18.N. (Master plan revision), LDC.

- C. If a Final Development Plan associated with the Avian Pointe PUD district has not been approved by the City within five (5) years after approval of these Master Plan provisions, the approval of the Master Site Plan provisions shall expire. At such time, the City Council may:
 - 1. Permit a single six-month extension for submittal of the required Preliminary Development Plan;
 - 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Site Plan provisions and any conditions of approval; or
 - 3. Rezone the property to a more appropriate zoning classification.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD), as defined in the Apopka Land Development Code.

Legal Description: As set forth within the Exhibit "A", Avian Pointe PUD Master Plan.

Combined total acreage: 127.21 acres (+/-)

Section III. Ordinance Number 2671 is hereby repeals and replaces Ordinance Numbers 2433 and 2608.

Section IV. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section V. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation. The Community Development Director shall not accept an application for a development plan until such time the property owner addresses school capacity enhancement review with Orange County Public Schools.

Section VI. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section VII. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VIII. That this Ordinance shall take effect immediately.

READ FIRST TIME: September 5, 2018

READ SECOND TIME AND ADOPTED:

Bryan Nelson, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED:

August 3, 2018 September 7, 2018

GENERAL NOTES

- PROJECT SHALL COMPLY WITH THE FOLLOWING: AMERICANS WITH DISABILITIES ACT CITY OF APOPKA KUNICIPAL & LAND USE CODES, DESIGN GUIDELINES & STANDARDS.
- CITY OF APOPKA FIRE DEPARTMENT FLORIDA FIRE MARSHAI
- FLORIDA DEPARTMENT OF TRANSPORTATION
- ST JOHNS WATER MANAGEMENT DISTRICT
- ON-SITE ROADS & STORM SEWER SYSTEM WITHIN PROPOSED PRIVATE RIGHT-OF-WARD & OTONIN GETTER STOTEM WITHIN TROPOSED FINANCE RIGHT-OF-WARV, INCLUDING THE STORWATER MANAGEMENTS DETENTION PONDS, WAL DE OWNED AND MAINTAINED BY THE PROPERTY OWNER WITH A MUNICIPAL SERVICE TAXING UNIT ESTABLISHED FOR STORWATER SYSTEM FUNCTIONALITY, ROUTINE MAINTENANCE, INCLUDING MOWING SHALL BE THE RESPONSIBILITY OF T BODGEDTY CIMIED
- ALL STORMWATER PONDS SHALL BE DESIGNED IN ACCORDANCE WITH SJWMD & CIT
- EUFFER, LANDSCAPING, RECREATION & COMMON AREAS WILL BE PRIVATELY OWNED & MAINTAINED BY THE PROPERTY OWNER.
- BUFFER, WHERE REQUIRED, WILL CONSIST OF LANDSCAPEING, BERMS, APPROVED FENCING, EXISTING & NEW CITY APPROVED TREES.
- PROJECT INFRASTRUCTURE WILL BE DELEVOPED IN ONE PHASE.
- UTILITIES SHALL BE PROVIDED BY THE CITY OF APOPKA
- PROJECT SHALL COMPLY WITH CITY OF APOPKA DEVELOPMENT REQUIREMENTS PE MUNICIPAL CODE PART III ARTICLE II LAND USE: TYPE, DENSITY AND INTENSITY.
- STRUCTURES SHALL COMPLY WITH FLORIDA BUILDING CODE, CURRENT ENFORCED
- ROADS AND PARKING AREAS SHALL COMPLY WITH FOOT DESIGN AND ENGINEERING REQUIREMENTS, PUBLIC RIGHT OF WAY PAVEMENT WORK MUST UTILIZE TYP SP-9.5 ASPHALT
- MASTER PLAN AS SHOWN IS CONCEPTUAL ALL FEATURES NOTED HEREIN SHALL BE SUBJECT TO JURISDICTIONAL APPROVALS AND CIVIL ENGINEERING REFINEMENTS IN ACCORD WITH AGENCY REQUIREMENTS.
- LANDSCAPE & IRRIGATION PLANS SHALL BE DESIGNED IN ACCORDANCE WITH CITY ORDINANCE NO. 2009.
- DEVELOPER AGREEMENT SHALL BE REQUIRED FOR OFF-SITE RIGHT-OF-WAY IMPROVEMENTS FROM THE NORTH ENTRANCE DRIVE TO THE INTERSECTION OF W ORANGE AVENUE AND KING STREET.

LEGAL DESCRIPTION

PARCEL A LEGAL DESCRIPTION; [PARCEL ID # 07.21.28-000-00-015] THE WEST 10:0 PT BE CAST 10:0 PT BE SOUTHEAST 140 PT HE NORTHWEST 14 0 PECTON 7, TOWNISHP 21 SOUTH, RANGE 28 EAST; EAST 12:0 PT HE WEST 10:0 PT BE SOUTHEAST 140 PT HE NORTHWEST 14 0 PECTON 7, TOWNISHP 21 SOUTH, RANGE 28 EAST; EAST 14 0 PT HE SOUTHEAST 14 0 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, EAST 140 PT HE SOUTHEAST 14 0 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, AND HEGINANN AT THE SOUTHEAST CORRER OF THE NORTHEAST 1140 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, AND HEGINANN AT THE SOUTHEAST CORRER OF THE NORTHEAST 1140 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, AND HEGINANN AT THE SOUTHEAST CORRER OF THE NORTHEAST 1140 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, AND HEGINANN AT THE SOUTHEAST CORRER OF THE NORTHEAST 1140 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, AND HEGINANN AT THE SOUTHEAST CORRER OF THE NORTHEAST 1140 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, AND HEGINANN AT THE SOUTHEAST CORRER OF THE NORTHEAST 1140 PT HE NORTHWEST 140 PESCITION 7, TOWNISHP 21 SOUTH, RANGE 28 EAST, AND HEGINANN AT THE SOUTH 7, THE NORTHWEST 10 THE POLE AND THE SOUTH 7, THE NORTHWEST 10 THE POLE AND THE SOUTH 7, TOWNISHP 21 SOUTH 7, TOWNISHP 21 SOUTH 7, TOWNISH 20 SOUTH 7, THE NORTHWEST 10, THE POLE 7, HERCE NORTH 7, 15 EAST 277.24 FEET, THENCE LEAST 12 AT REET, THENCE SOUTH 219 FEET 10 THE POLE ALL HI GRANGE COURTY, FLORIDA.

PARCEL B LEGAL DESCRIPTION: (PARCEL ID # 07-21-28-0000-00-002)

PARCEL & LEGAL DESCRIPTION: (PARCEL UB #07.21:28.4000.040.202) PARCEL 1: COMMERCE AT THE NORTHWEST CONNECTOR SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 BAST, ORAXEE COUNTY, FLORIDA, THEIXE RUN SOUTH OL CECREES ON MATTES 23 SECONDS WEST A DISTANCE OF 282:39 FEET TO A FORM PARA CONCRETE KOMMENT SND NOLMMENT BEING THE ODE CECREES ON MATTES 23 SECONDS WEST A DISTANCE OF 282:39 FEET TO A FORM PARA CONCRETE KOMMENT SND NOLMMENT BEING THE ODE CECREES ON MATTES 23 SECONDS WEST A DISTANCE OF 130:29 FEET TO A FORM PARA CONCRETE KOMMENT, SND NOLMMENT BEING THE ODE CEREES ON MAITES 23 SECONDS WEST A DISTANCE OF 130:29 FEET TO A FORM PARA CONCRETE NOT ADDITIONE OF THE SOUTH SND NOLMMENT BEING THE ODE CEREES 25 MINUTES 23 SECONDS WEST A DISTANCE OF 130:29 FEET TO A FORM PARA CONCRETE NOT ADDITIONE OF THE SOUTH SND NOT THE 90 DEGREES 25 MINUTES 24 SECONDS WEST A DISTANCE OF 130:29 FEET TO A FORM PARA CONCRETE NOT ADDITIONE OF THE SOUTH SND NOT THE 90 DEGREES 25 MINUTES 24 SECONDS WEST A DISTANCE OF 130:29 FEET TO A FORM PARA CENTRAL CONCRETE NOT THE NORTHWEST THE SOUTH SND NOT THE 90 DEGREES 26 MINUTES 24 SECONDS WEST A DISTANCE OF 131:29 FEET TO A FORM PARA CENTRAL CONCRETE A DISTANCE OF FILS AFFET TO A POINT OF THE SOUTHWEST 14 OF SECOND VEST A DISTANCE OF 32:39 FEET TO A FORM PARA CENTRAL SND NOT THE 90 DEGREES 54 MINUTES 35 SECONDS WEST A DISTANCE OF SIGN FEET, A CHORD DEGREES 20 MINUTES 35 SECONDS WEST A DISTANCE OF SIGN FEET A CHORD DEGREES 10 MINUTES 10 SECONDS, THEFTOR THE NORTH SND NOT THE 90 DEGREES 54 MINUTES 35 SECONDS WEST A DISTANCE OF SIGN FEET, A CHORD DEGREES 10 MINUTES 10 SECONDS, THEFTOR THE NORTH SND NOT THE 90 DEGREES 54 MINUTES 35 SECONDS WEST A DISTANCE OF SIGN FEET, A CHORD DEGREES 10 MINUTES 10 SECONDS, THEFTOR A DISTANCE OF SIGN FEET TO A FOND OF CLEWANTREE OF A CHARGE CONDUME STA A DISTANCE OF SIGN SECONDS WEST A DISTANCE OF SIGN FEET TO A FOND OF CLEWANTRE OF A CHARGE CONDUME STA A DISTANCE OF SIGN FEET, A CHORD DEARNES OF NORTH S9 DEGREES 10 MINUTES 10 SECONDS WEST A DISTANCE OF SIGN FEET TO THE POINT

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PARCEL NORTH LEGAL DESCRIPTION: (PARCEL ID # 07.21-28.0000.00.064) THE WEST BOO FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, RWIGE 28 LESST, DRAVIES CONTINY, RUGHDAL LESS THE NORTHWAST OF FEET FOR RIGHT OF W/W.

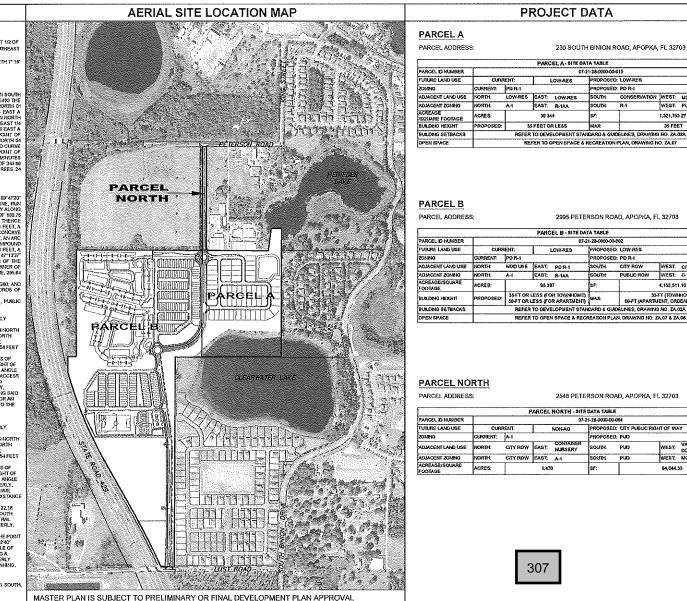
PROJECT

AVIAN POINTE CITY OF APOPKA, FLORIDA PUD MASTER PLAN AMENDMENT (MIXED USE MASTER PLAN)

PARCEL I.D. NUMBERS

07-21-28-0000-00-002 07-21-28-0000-00-015 07-21-28-0000-00-064

SUBMITTED JULY 25, 2018



ZONING	CURRENT	PD R-1			PROPOSED:	PD R-1		
ADJACENT LAND USE	NORTH	ND/D USE	EAST:	PD R-1	SCUTH.	CITY ROW	WEST:	CITY ROW
ADJACENT ZOWING	NORTH	A-I	EAST:	R-1AA	SOUTH	PUBLIC ROW	WEST:	C-1, PU0
ACREAGE/SQUARE	ACRES:		95 393	,	SF:		4,155,511	.10
BUALDRAG HEIGHT	PROPOSED:			R TOWNHOME) R APARTMENT)	WAX:		t (town Ent, orc	HOME) ENANCE NO. 2066)
BUILDING SETBACKS	REFER TO DEVELOPMENT STANDARD & GUIDELINES, DRAWING NO. ZA.02A							
OPEN SPACE	REFER TO OPEN SPACE & RECREATION PLAN, DRAWING NO, ZA 07 & ZA 08							

2548 PETERSON ROAD, APOPKA, FL 32703

OPOSED: PD R-I

PROPOSED, LOW-RES

WEST: PUD

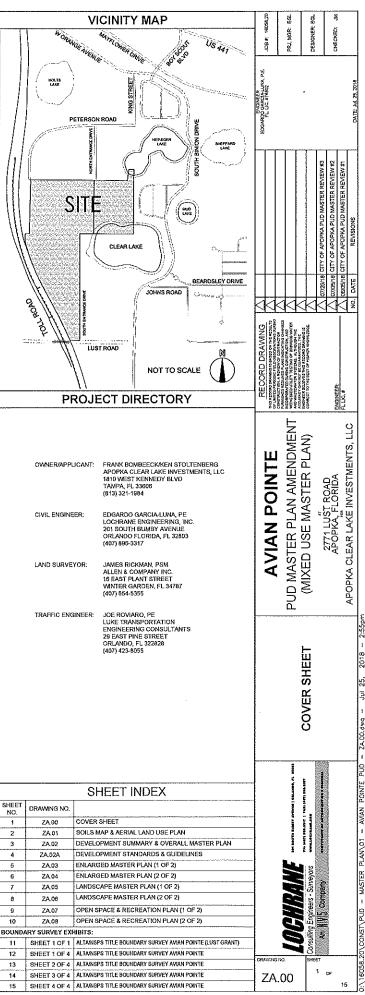
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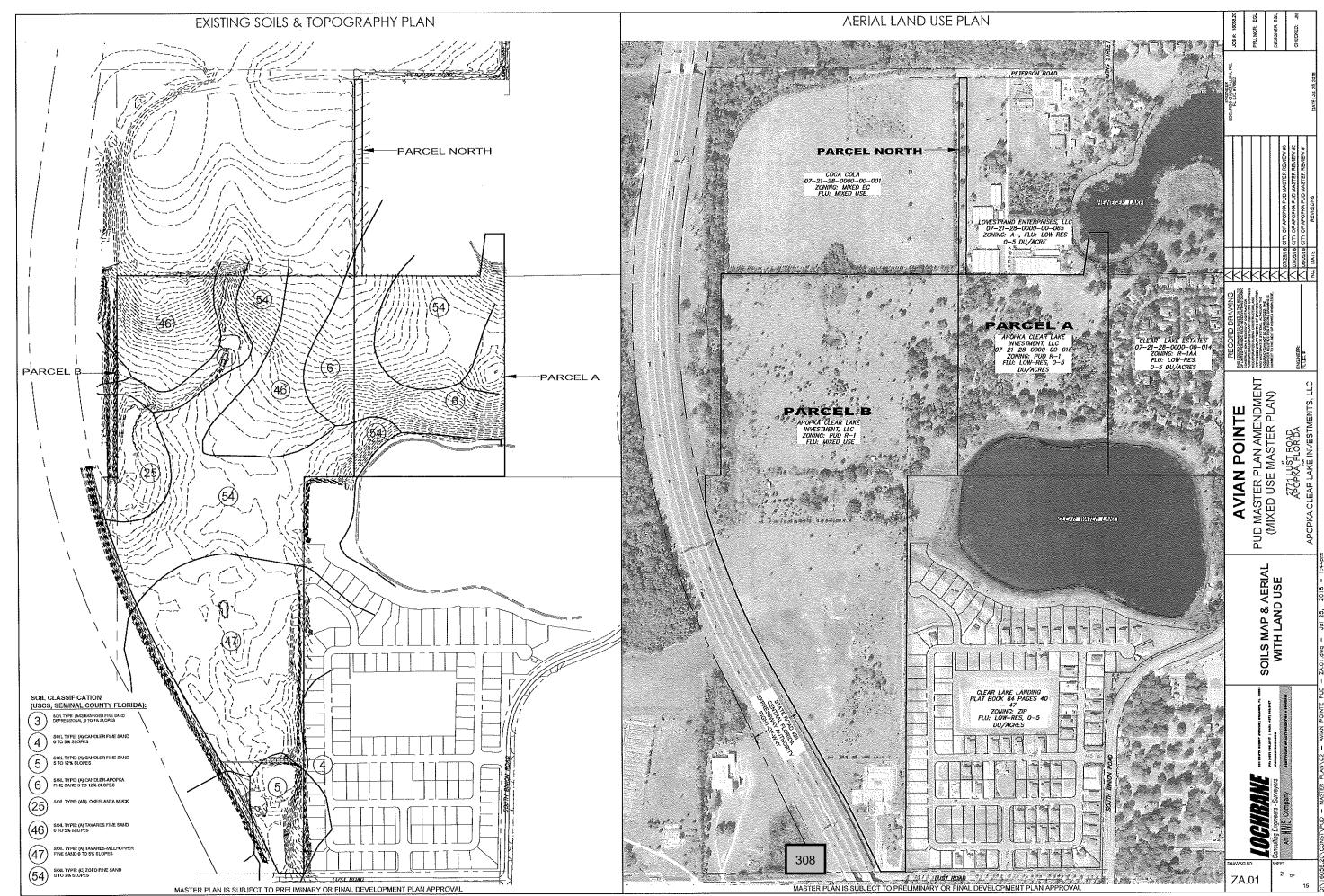
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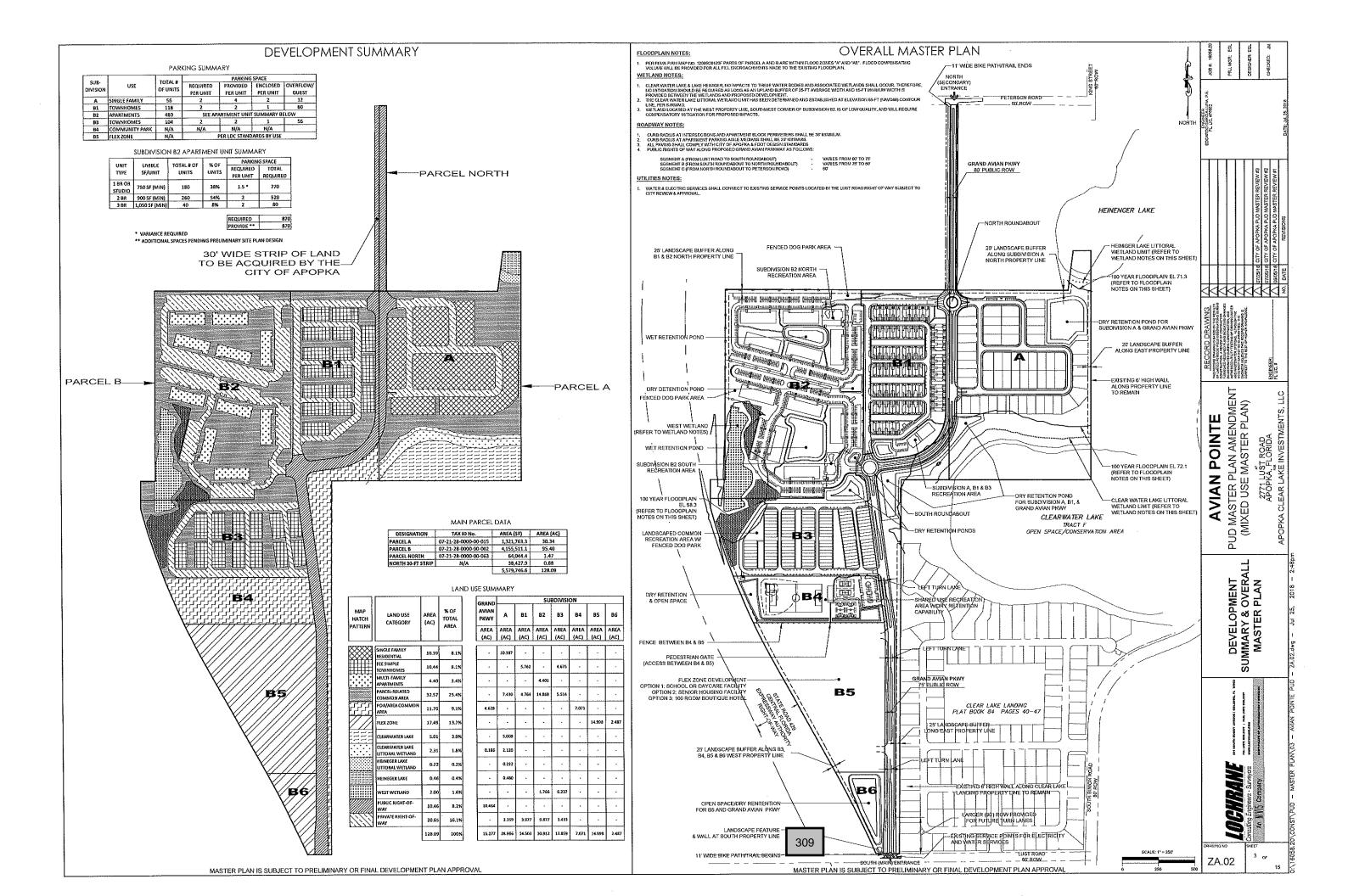
SOUTH: 8-1

PARCEL NORTH - SITE DATA TABLE									
PARCEL ID NUMBER	Ţ	07-21-28-0003-00-064							
FUTURE LAND USE	CUR	CURRENT: NON-AG				PROPOSED: CITY PUBLIC RIGHT OF WAY			
ZONZHG	CURRENT;	A-1			PROPOSE	o, pud			
ADJACENT LAND USE	NORTH	CITY ROW	EAST:	CONTAINER	SOUTH	PUD	WEST COMMERCIAL		
ADJACENT ZONING	NORTH	CATY ROW	EAST:	A-1	SOUTH	PUO	WEST. MOED USE		
ACREAGE/SQUARE	ACRES:		5.47	o	SF:		64,044.35		









PROPOSED VILLAGE NAMES:

SUBDIVISION A SUBDIVISION B1 SUBDIVISION B

THE COMMONS AT AVIAN POINTE COUTH NEWS AT AVIAN POINTE TO BE DETERMINED & SUBMITTED WITH THE PRELIMINARY DEVELOPMENT PLAN SUBDIVISION B4 (COMMUNITY PARK) SUBDIVISION B5 (FLEX ZONE) TO BE DETERMINED & SUBMITTED WITH THE PRELIMINARY DEVELOPMENT PLAN

THE LAKES AT AVIAN POINTE

NORTH MEWS AT AVIAN POINTE

PROPOSED STREET NAMES:

	AVAIL	ABLE		ALTERNATE								
NAME			BLVD	DRIVE	STREET	AVENUE	ROAD	LANE	COURT	PLACE	WAY	SUBDIVISION
	YES	NO	Y/N	Y/N	Y/N	Y/N	Y/N	YAN	YЛN	Y/N	YAN	
GRAND AVIAN PARKWAY	\checkmark		Y	Y	Y	Y	Y	Y	Y	Y	Y	AVIAN POINTE
CLEAR WATER DRIVE	\checkmark		Y		Y	Y	Y	Y	Y	Y	Y	A
BASS ROAD		\checkmark	Y	N	N	Y		Y	Y	Y	Y	A
BLUEGIL WAY	1		Y	Y	N	Y	Y	Y	Y	Y		A
GALLINULE DRIVE	1		Y	1	Y	Y	Y	Y	Y	Y		Bt
ΑΥΤΗΥΑ ₩ΑΥ	\checkmark		Y	Y	Y	Y	Y	Y	Y	Y		Bi
ANHINGUS COURT	1		Y	Y	Y	Y	Y	Y		Y	Y	B1
HARRIER COURT	1		Y	N	Y	Y	Y	Y		Y	Y	B1
BLUE HERON WAY	1		Y	N	Y	Y	Y	Y	Y	Y		B2
EAST COMMONS DRIVE	1		Y		Y	Y	Y	Y	Y	Y	Y	B2
WEST COMMONS DRIVE	1		Y	I	Y	Y	Y	Y	Y	Y	Y	82
EGERT DRIVE	1		Y	[Y	Y	Y	Y	Y	Y	Y	B3
PEREGRINE COURT		1	Y	Y	Y	N	Y	Y		Y	Y	B3
ARDEA COURT	1		Y	Y	Y	N	Ŷ	Y		Y	Y	B3

NOTES:

ALL STREET NAMES DEEMED AVAILABLE PER ORANGE COUNTY MASTER STREET ADDRESS GUIDE.

ALL STREET (SUBDIVISIONS) MARKE USTED ABOVE ARE PRELIMINARY & SUBJECT TO CHANGE PENDING PRELIMINARY SITE PLAN SUBMITTAL STREET NAMES ARE PRELIMINARY & SUBJECT TO CHANGE PENDING ORANGE COUNTY AVAILABILITY & PRELIMINARY SITE PLAN SUBMITTAL

DEVELOPMENT STANDARDS & GUIDELINES

1. COMMUNITY DESIGN

1.1. GRAND AVIAN PKWY NORTHERN & SOUTHERN ENTRANCES FEATURE DESIGN & LANDSCAPING SHALL BE PROVIDED AT PRELIMINARY DEVELOPMENT PLAN.

POSTAL SERVICE:

1.2. POSIAL SERVICE 1.1.1. ALL SUBDIVISIONS SHALL HAVE USPS/ADA APPROVED MAIL KIOSKS. THESE KIOSKS SHALL BE COVERED BY A SHELTER STRUCTURE SUFFICIENT TO PROTECT THE PATRON AND DELIVERY PERSONNEL FROM INCLEMENT WEATHER, AND SHALL BE LOCATED ON PAVED AREAS WITH SUFFICIENT MANEUVERING CLEARANCES & PROPER GRADING TO ACCOMMODATE BOTH MAIL CARRIERS & PERSONS WITH DISABILITIES, A LETTER FROM THE APOPKA USPS SHALL BE REQUIRED RRIOR TO APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN 1.3. PUBLIC & PRIVATE ROADS

REFER TO ENLARGED MASTER PLAN SHEETS ZA.03 & ZA.04 FOR ROAD DESIGNATION (PUBLIC OR PRIVATE) 1.3.1.

- REFER TO STREET NAME TABLE SHOWN ON THIS SHEET FOR PROPOSED STREET NAMES, FINAL STREET NAMES SHALL BE 1.3.2 SUBMITTED WITH THE PRELIMINARY DEVELOPMENT PLANS 1.4. FENCED DOG PARK APPA
- TWO FENCED DOG PARK AREAS SHALL BE PROVIDED WITHIN SUBDIVISION B2, AND ONE FENCED DOG PARK AREA WITHIN 1.4.1. SUBDIVISION 83.
- 1.4.2. DELINEATED DOG PARK PLANS SHALL BE SUBMITTED WITH THE PRELIMINARY DEVELOPMENT PLAN.
- L.S. A LIST OF POTENTIAL VILLAGES OR NEIGHBORKHOD NAMES SHALL BE INCLUDED WITH THE PRELIMINARY SITE PLAN.
 ALIST OF POTENTIAL TVILLAGES OR NEIGHBORKHOD NAMES SHALL BE INCLUDED WITH THE PRELIMINARY SITE PLAN. EACH
 VILLAGE WILL BE NAMES "XXXX" AT AVIAN POINTE.
 COMMUNITY SIGNAGE WILL BE UNIFORM, DEVELOPED, SUBMITTED & APPROVED PER CITY OF APOPKA SIGNAGE STANDARDS AT
 THE PRELIMINARY SITE PLAN.
- COMMUNITY STREET LIGHTING WILL BE UNIFORMED, SELECTED, SUBMITTED & APPROVED PER CITY OF APOPKA STREET LIGHTING 1.7. STANDARDS AT HE PRELIMINARY SITE PLAN.

2. PARKING

- 2.1. REFER TO ZA.02 FOR PARKING SUMMARY TABLE.
- 2.2. ON-STREET PARALLEL PARKING SPACES SHALL BE A MINIMUM OF 9' WIDE BY 22' IN LENGTH.
- HEAD-IN 69° STANDARD PARKING SPACES SHALL BE A MINIMUM OF 8° MOE X 18° IN LENGTH.
 HEAD-IN 69° STANDARD PARKING SPACES SHALL BE A MINIMUM OF 8° MOE X 18° IN LENGTH.
 HEAD-IN 69° STANDARD PARKING SPACES AT SUBDIVISION B2 PAKING AISLES MAY BE DECREASED TO 9° WIDE X 16 DEEP TO INCREASE LANDSCAPE MEDIAN PER CITY OF APOPKA LDC.
- 2.5. HEAD-IN 90° ADA PARKING SPACES SHALL BE A MINIMUM OF 12' WIDE X 19' LONG & MEET BOTH FLORIDA BUILDING CODE & FEDERAL ADA STANDARDS, A 5' WIDE ACCESSIBLE AISLE SHALL BE REQUIRED AT EACH ADA PARKING SPACE. EACH SPACE SHALL BE MARKED WITH THE UNIVERSAL ADA SYMBOL & BE PROVIDED WITH APPROPRIATE SIGNAGE IN ACCORDANCE WITH CODE REGURREMENTS
- COMPACT SPACES ARE NOT ALLOWED. 2.7. GARAGE SETBACKS:
 - SUBDIVISION A (SINGLE FAMILY): 30' MINIMUM CLEAR DRIVEWAY DEPTH TO RIGHT OF WAY SIDEWALK. SUBDIVISION B1 & B3 (TOWNHOMES): 20 MIN CLEAR DRIVEWAY DEPTH TO RIGHT OF WAY SIDEWALK. GARAGE SETBACK MUST BE SUFFICIENT TO ACCOMMODATE A 20 LONG VEHICLE WITHOUT EXTENDING OVER A SIDEWALK OR STREET/ALLEY.
- 2.8. TOWNHOME DRIVEWAYS SHALL BE SEPARATED BY A LANDSCAPE AREA TO SEPARATE VEHICLES & DEFINE PROPERTY
- BOUNDARIES

3. BUILDING DESIGN/ARCHITECTURE

- VILLAGE STRUCTURES SHALL BE COMPLMENTARY TO BUT DISTINCT FROM ADJECENT VILLAGES.
 BUILDING FACADES SHALL BE VARIED IN DEPTH WITH MULTIPLE PITCHED ROOF HEIGHTS TO PROVIDE VISUAL INTEREST. FLAT AND/OR MANSARD ROOFS SHALL NOT BE PERMITTED.
- FACADE MATERIALS SHALL BE VARIED AND MAY CONSIST OF STUCCO, HORIZONTAL SIDING, STONE AND/OR BRICK VENEER
- COLOR PALETTES SHALL BE COMPLIMENTARY TO BUT DISTINCT FROM ADJACENT VILLAGES. FIELD COLORS & TRIM SHALL BE DISTINCT FROM ONE ANOTHER.
- UNITS SHALL HAVE A USEABLE FRONT PORCH ACCESSIBLE FROM THE SIDEWALK UPPER UNITS AT THE APARTMENTS SHALL ALSO HAVE PORCHES ANNOR USEABLE OUTDOOR SEATING AREAS LOCATED ALONG THE UPPER FLOOR VERANDAS. TAVE PORCHES AND/ON OSERALE OUTDOOR SENTING ACLED CLOCATED SCICIC THE OT A LIGHT AND A LIG 3.6
- 3.7.
- ALL COMMUNITY CLUBHOUSES SHALL BE EQUIPPED WITH RESTROOMS, COMMUNAL KITCHEN (INDOOR AND/OR OUTDOOR), 3.8.
- SEATING AREAS AND EXERCISE AREAS.
- ALL COMMUNITY CLUBHOUSES SHALL BE DESIGNED TO ACCOMMODATE PERSONS WITH DISABILITIES AS REQUIRED BY FLORIDA BUILDING CODE AND ADA, CURRENT ENFORCED EDITIONS.
 ACCESS TO COMMUNITY CLUBHOUSES SHALL BE RESTRICTED TO VILLAGE RESIDENTS AND THEIR GUESTS.
- 3.11. ENTRANCE TO EACH TOWNHOME UNIT MUST ACCESS A SIDEWALK, TOWNHOMES ABUTTING A STREET SHALL HAVE THEIR MAIN ENTRY FROM THAT STREET, THIS APPLIES TO THE PERIMETER UNITS ON SUBDIVISION B1 & B3.
- 3.12. TOWNHOMES SHALL HAVE A MINIMUM OF ONE ENCLOSED GARAGE SPACE. 3.13. SINGLE FAMILY RESIDENCES SHALL HAVE A MINIMUM OF 2 ENCLOSED GARAGED SPACES.
- 3.14. TOWNHOUSE & APARTMENT UNIT PRELIMINARY LAYOUTS & DIMENSIONS USED FOR THIS SUBMITTAL SHALL BE PROVIDED AS SUPPLEMENTAL DOCUMENTS AT TIME OF PUBLIC HEARING.

4. BUILDING SETBACKS

4.12. <u>SP</u>	IGLE FAMILY RESIDENCES FRONT YARD:	25' MINIMUM
	FRONT-FACING GARAGE:	30, WINIWOW
	SIDE YARD:	7.5' MINIMUM
	REAR YARD:	20' MINIMUM
4 12 1	TWO STORY RESIDENCES SH	ALL BE SETRACK AN ADDITIONAL 2.5' FRO

- 2.5' FROM THE SIDE YARD PROPERTY LINES. 4 12 1
- THO TORT RESIDENCES BOLL BE IDERIVED BUILDER OF ADDITIONAL 2: FROM TROPIC TROPICATION AND SET ADDITIONAL 2: FROM TROPICATI
- 4.12.4 THE FRONT ELEVATION OF ANY HOME CONSTRUCTED ON A CUL-DE-SAC OR ON A CURVE SHALL BE NO MORE THAN A 30 DEGREE DEFLECTION FROM A LINE PERPENDICULAR TO A RADIAL LINE FROM THE CENTER OF THE CUL-DE-SAC OR THE RADIUS POINT OF THE CURVE THROUGH A MID-POINT OF THE LOT FRONT AGE.
- 4.1. TOWNHOMES FRONT YARD:
 - 15' MINIMUM, 17' TO 20' SHOWN ON PLAN TO PUBLIC SIDEWALK WHERE FACING STREET 5' MINIMUM TO PUBLIC SIDEWALK WHERE FACING CENTRAL GREENBELT FRONT YARD:
 - FACE OF BLDG TO FACE TO BLDG: 60' MINIMUM WHERE FACING CENTRAL GREENBELT SIDE YARD BETWEEN BLOGS: 20' MINIMUM
 - 20' MINIMUM TO PUBLIC SIDEWALK/EDGE OF RIGHT OF WAY GARAGE DRIVEWAY:
- 4.1.1. TOWNHOMES ABUTTING THE SINGLE FAMILY RESIDENTIAL VILLAGE SHALL BE SETBACK A MINIMUM OF 30' FROM THE PROPERTY LINE SEPARATING THE TWO VILLAGES. 4.1.2. A 6' HIGH PRECAST CONCRETE WALL WITH STONE VENEER SHALL BE LOCATED ALONG THAT PROPERTY LINE REFER TO
- MASTER PLAN & LANDSCAPE PLAN FOR LOCATION.
- 4.1.3. FRONT PORCHES AT TOWNHOMES MAY NOT ENCROACH INTO THE FRONT YARD SETBACK.
- 4.2. APARTMENTS FRONT YARDS:
 - 12' MINIMUM TO PUBLIC SIDEWALK WHERE FACING STREET NOT APPLICABLE SIDE YARD:
 - FACE OF BLDG TO FACE TO BLDG: 60' MINIMUM WHERE FACING CENTRAL GREENBELT
- 4.2.1. GROUND FLOOR APARTMENT UNITS FACING THE STREET SHALL HAVE USABLE FRONT PORCHES AND ENTRANCES ACCESSIBLE EROM THE PUBLIC SIDEWALK
- 422. UNITS FACING THE CENTRAL GREENSPACE SHALL HAVE USABLE PORCHES ACCESSIBLE FROM COMMON AREA SIDEWALK.
 4.2.3. FRONT PORCHES AT THE APARTMENTS MAY NOT ENCROACH INTO THE FRONT YARD SETBACK OR CENTRAL GREENSPACE SETBACK
- 5. LOT AREA & DIMENSIONS
- 5.1. SINGLE FAMILY RESIDENCES MINIMUM LOT AREA:
 - 7,500 SQUARE FEET (R-3 MINIMUM LOT AREA)
 - INTERIOR LOTS: 60' X 125', 60' X 132', 70' X 120'
 - 75' X 125', 70' X 132' CORNER LOTS:
 - 75' X 107' (LOTS ALONG EAST PROPERTY UNE) PERIMETER LOT:
- 5.1.1. LOT WIDTHS AT INTERNAL BLOCKS VARY BUT MUST MAINTAIN MINIMUM STANDARDS LISTED ABOVED

END LOTS: UNIT SIZES 5.1. SINGLE FAMILY RESIDENCES 1.700 SQUARE FEET MINIMUM IN LIVARIE AREA TOWNHOMES MINIMUM LIVABLE AREA: 1,350 SQUARE FEET 6.2. APARTMENTS MINIMUM LIVABLE AREA:

5.2. TOWNHOMES INTERIOR LOTS:

1 BR UNIT 750 SOUARE FEET 2 BR UNIT: 900 SQUARE FEET 3 BR UNIT-1.050 SOUARE FEET 6.2.1. REFER TO DEVELOPMENT AGREEMENT FOR FOR THIS PROJECT FOR LIST OF LUXURY APARTMENT FEATURES

23' X 89' MINIMI IM

COMMUNITY PARK (DEVELOPMENT B4) GUIDELINES

- 7.1. PARK FACILITIES SHALL MEET ADA ACCESSIBILITY REQUIREMENTS.
- 7.2 RESTROOMS SHALL BE PROVIDED FOR PARK USERS. 7.3 ON-SITE PARKING SHALL BE PROVIDED FOR PARK USERS.

- DEVELOPMENT PLAN.
- 7.7 ALL DEVELOPMENT RESIDENTS SHALL HAVE SHARED USE ACCESS TO THE COMMUNITY PARK

FLEX ZONE (DEVELOPMENT B5)

1.	PROPOSED THREE (3)	OPTIONS:

PTION 1:	SCHOOL/DAYCARE FACILITY
PTION 2:	SENIOR HOUSING FACILITY
PTION 3:	100 ROOM BOUTIQUE HOTEL

6.2. FLEX ZONE DEVELOPMENT STANDARD TO FOLLOW LAND DEVELOPMENT CODE. 8.3. REFER TO DEVELOPMENT AGREEMENT FOR FLEX ZONE ADDITIONAL INFORMATION

FIRE DEPARTMENT NOTES

0

OF

- 9.2. FIRE HYDRANTS MUST BE WITHIN 500 FEET OF EACH HOME
- FIRE HYDRANT SHALL BE MARKED WITH A BLUE ROAD REFLECTOR. FIRE LANES SHALL BE PROVIDED FOR THE MULTI RESIDENTIAL BUILDINGS.
- SYSTEMS MEETING FLORIDA FIRE PREVENTION CODE.

- REQUESTED BY THE FIRE DEPARTMENT. CONNECTOR ROAD TO THE NORTH ALL THE WAY TO ORANGE AVENUE SHALL MEET CITY OF APOPKA STANDARDS TO ALLOW SAT TRAVEL FOR FIRE APPARATUS

10. PUBLIC SERVICES DEPARTMENT NOTES

- 10.1. ROADS, DRIVEWAYS & ROUNDABOUTS SHALL FOLLOW FOOT STANDARDS.
- 10.2. UTILITIES SHALL BE COORDINATED WITH AND PROVIDED BY THE CITY OF APOPKA. 10.3. SANITATION SERVICE SHALL BE COORDINATED WITH AND PROVIDED BY THE CITY OF APOPKA.
- 10.4. SINGLE FAMILY & TOWNHOME SANITATION SERVICE SHALL BE VIA INDIVIDUAL UNIT CURBSIDE WASTE BINS PER CITY SCHEDULE.

ADDITIONAL NOTES

310

11.1. DEVELOPMENT STANDARDS TO FOLLOW LAND DEVELOPMENT CODE. 11.2. REFER TO DEVELOPER AGREEMENT FOR ADDITIONAL PROJECT INFORMATION REGARDING DEVELOPMENT STANDARDS & GUIDELINES.

LOCATED WITHIN THE SIDE YARD SETBACK.

LOCATED WITHIN THE REAR YARD SETBACK

		1		-					
	208#; 16058.20		PRJ.MGR: EGL		DESIGNER: EGL		CHECKED: JM		
A	EDGARDO GARDALUNA, P.E. FL LIC, #79502								DATE: JUI, 25, 2018
		Δ	$\Delta \Gamma$ Γ	$\Delta \Gamma$ Γ	AL 1	OTZSTIB CITY OF APOPKA PUD MASTER REVIEW #3	A 07/05/18 CITY OF APOPKA PUD MASTER REVIEW #2	A Delogital CITY OF APOPKA PUD MASTER REVIEW #1	NO. DATE REVISIONS
AN.	RECORD DRAWING THIS RECORD DRAWING OF LARTOP PERMISSION RECORD	CONSTRUCTION: A REUIDW OF CONTRACTOR FURNISHED REDUNCE FLAVE INDICATING CHANGES	PICORPOSATED CURFIC CONSTRUCTION, AND WENGESED UTER Y SEET AND OF DRIFFERO WATES	COUNTRY CONNOT BE GUN RAFTERD. THE	CONFICCT TO THE DEST OF HISHER SUGVLEDGE.			FLUC,#	
Y LE E S R, DOB	AVIAN POINTE		I PUD MASTER PLAN AMENDMENT						APOPKA CLEAR LAKE INVESTMENTS, LLC
208			DEVELOPMENT	-	O LANDARDO &	GUILINES			
			00000000000000000000000000000000000000		sulling Engineers - Surveyors	An WWS Company annual and an annual and an annual and an			

ZA.02A

5.2.1. COMMON AREAS ABUTTING THE TOWNHOME LOTS SHALL BE THE RESPONSIBILITY OF AND MAINTAINED BY THE VILLAGE H.O.

23'-4' WIDE X 89' DEEP TO ACCOMMODATE END WALL THICKNESS

DISTURE VIEWS OF WILL BE PROVIDED, NUMBER AND LOCATIONS TO BE DETERMINED AT THE PRELIMINARY DEVELOPMENT PLAN. DRINKING FOUNTAINS SHALL BE PROVIDED, NUMBER AND LOCATIONS TO BE DETERMINED AT THE PRELIMINARY DEVELOPMENT PLAN. BICYCLE RACKS SHALL BE PROVIDED, NUMBER AND LOCATIONS TO BE DETERMINED AT THE PREUMINARY DEVELOPMENT PLAN.

7.6. RECREATIONAL FACILITIES SHOWN ON PLANS ARE CONCEPTUAL, FINAL FACILITIES TO BE DETERMINED AT THE PRELIMINAR

8. A BACKSTOP SHALL BE PROVIDED AT THE BASEBALL FIELD; DETAIL SHALL BE PROVIDED AT THE PRELIMINARY DEVELOPMENT PLA

9.1. ALL ROADWAYS, WATER LINE INFRASTRUCTURE AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MA

9.5. ALL MULTI RESIDENTIAL TOWN HOMES OR APARTMENTS MUST BE EQUIPPED WITH FIRE SPRINKLER SYSTEMS, AND FIRE ALARM

THE DEPARTMENT CONNECTIONS (FICE) FOR SPRINKLER SYSTEMS MUST BE REMOTE FROM THE BUILDINGS WITH FIRE LANES. IF THE DEVELOPMENT IS GATED, THE GATE SHALL BE EQUIPPED WITH AN OPTI-COM TYPE SIGNALING DEVICE THAT IS COMPATIE WITH CITY OF APOPTA EMERGENCY VEHICLES. IT MUST ALSO BE EQUIPPED WITH A YELP SIREN ACTIVATION AND GATE CODE

ANALE FAMILY & TOWNHOME SANITATION SERVICE SHALL BE VIA INDIVIDUAL UNIT CONSDUE WASTE BINS PER CIT SCHEDULE 10.5. APARTMENT SANITATION SERVICE SHALL BE VIA INDIVIDUAL UNIT CONSDUE WASTE BINS PER CIT SCHEDULE APARTMENT MAINTENANCE STAFF SHALL BE RESPONSIBLE FOR TRANSPORTATION OF TRASH FROM THE APARTMENT BUILDINGS TO THE COMPACTORS AND COORDINATING PICK UP WITH THE CITY SANITATION DEPRAYMENT.
 10.6. NO TREES OR SIRUES SHALL BE PLANTED WITHIN THE ROAD RIGHT OF WAYS WITH CONTAIN CITY-MAINTAINED POTABLE WATER, RECLAIMED WATER, STORMWATER OR SEWER MAINS.

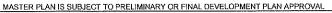
10.7. LANDSCAPE & IRRIGATION DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA ORDINANCE 2069, ADOPTED MAY 21, 20 WHICH ESTABLISHES WATER WISE LANDSCAPE & IRRIGATION STANDARDS.

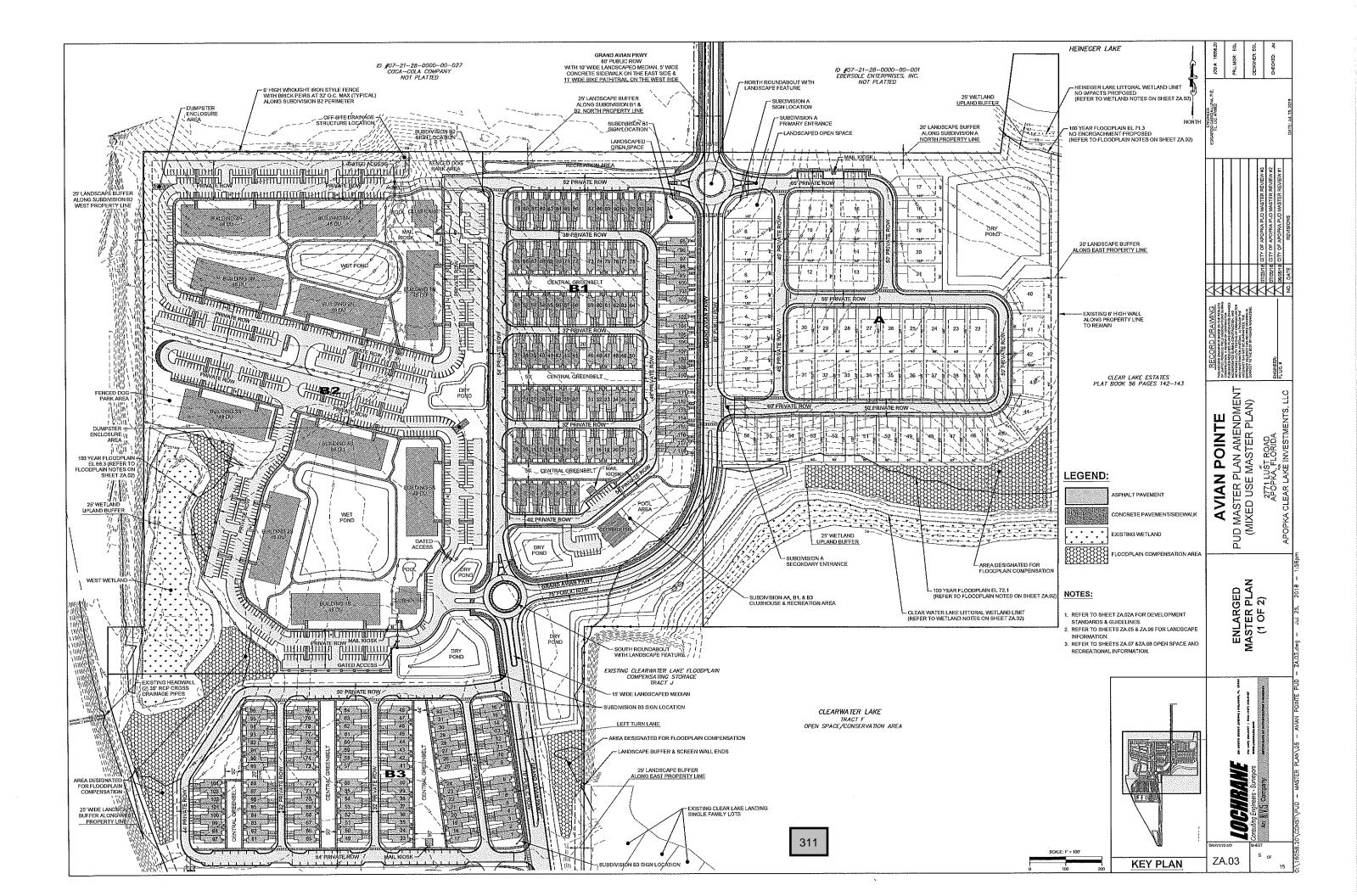
11.3 ALL RESIDENTIAL UNITS SHALL COMPLY WITH FAIR HOUSING ACT ACCESSIBILITY STANDARDS 11.4. ALL REGIDENTING WITH GROUL COMPLET WITH PART RUDGING ACT ACCESSIBILITY STANDARDS. 11.4. ALL SINGLE FAMILY AND TOWNHOME UNITS SHALL HAVE A FAIR HOUSING ACT COMPLIANT BATH OR ½ BATH LOCATED ON THE GROUND FLOOR OF THE UNIT.

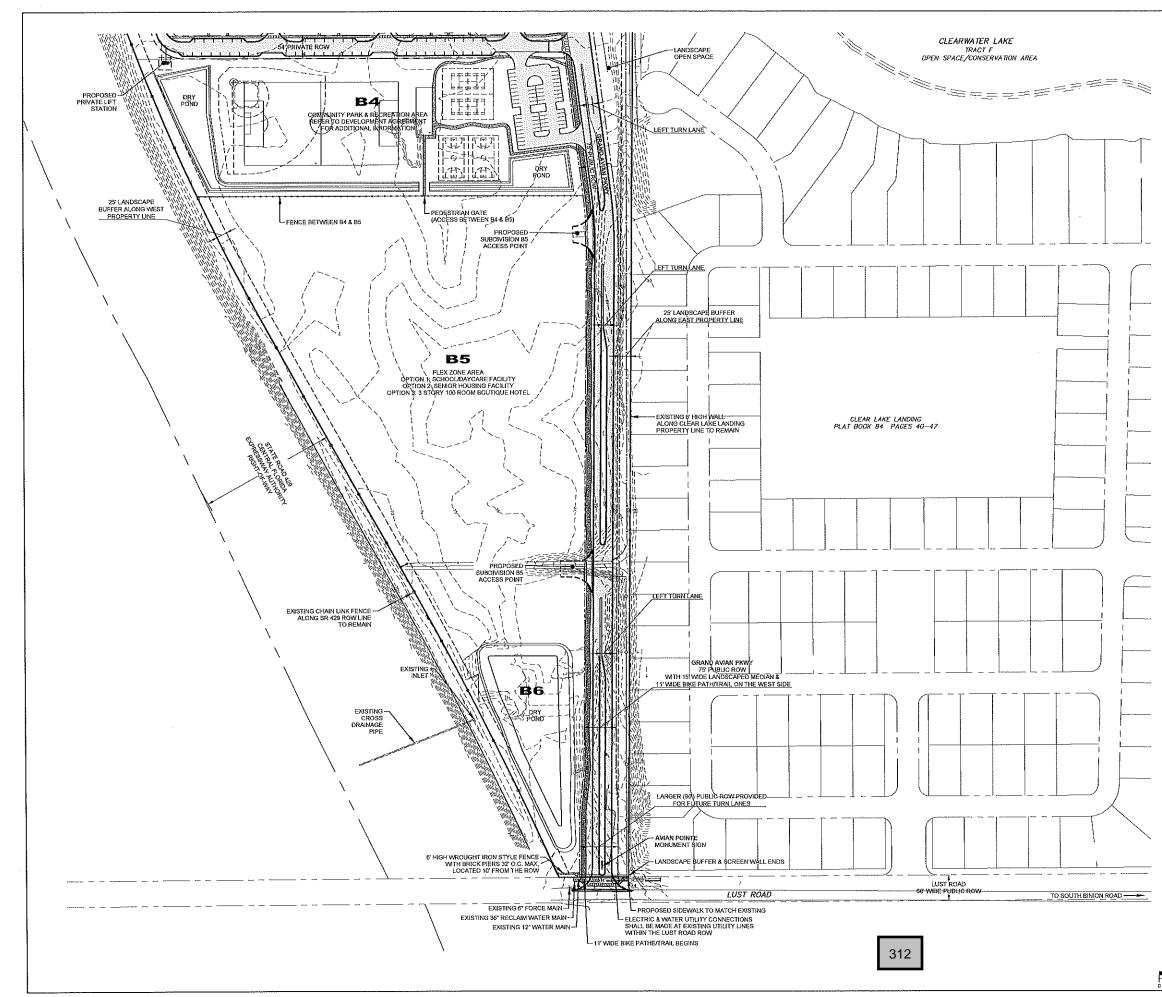
11.5 ALL RESIDENTIAL UNITS SHALL HAVE LAUNDRY FACILITIES LOCATED WITHIN THE LIVABLE AREA.

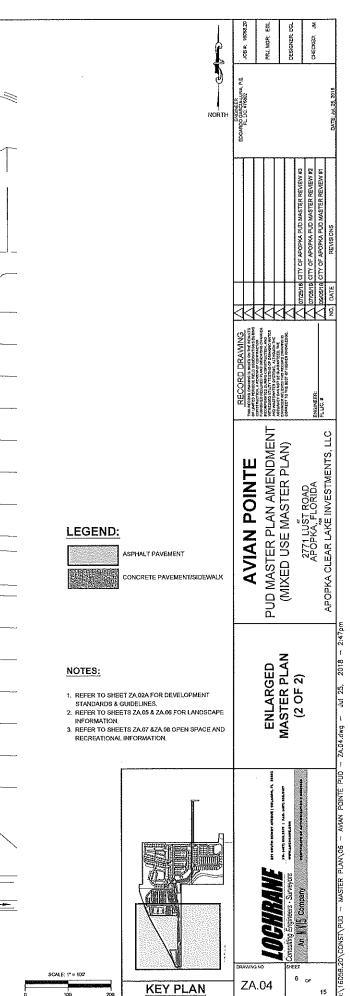
11.0. ALL RESIDENTIAL ONTS STALL TAVE DOWNLY FACIDIES DOWNLY WITHIN THE CALL AND A LOSS AND A PRESONAL THEM SOTHER THAN OUTDOOR FURNISHINGS AND PLANTS SHALL NOT BE STORED ON PORCHES. BICYCLE RACKS SHALL BE PROVIDED AT COMMUNITY CLUBHOUSES, RECREATION AREAS AND EACH APARTMENT BLOCK.
11.7. SINGLE FAMILY WASTE BINS SHALL BE STORED EITHER EACH UNITS GARAGE OR BEHIND AN OPAQUE SCREEN WALL OR FENCE SOURCE DURING THE DRIVE DRIVEN AND A DRIVENTAL AND A DRIVEN AND A DRIVENTAL AND A DRIVEN AND A DRIVENTA AND A DRIVEN AND A DRIVINA AND A DRIVEN AND A DRIVEN AND A DRIVENA

11.7 TOWNHOME WASTE BINS SHALL BE STORED WITHIN EACH UNIT'S GARAGE OR BEHIND AN OPAQUE SCREEN WALL OR FENCE





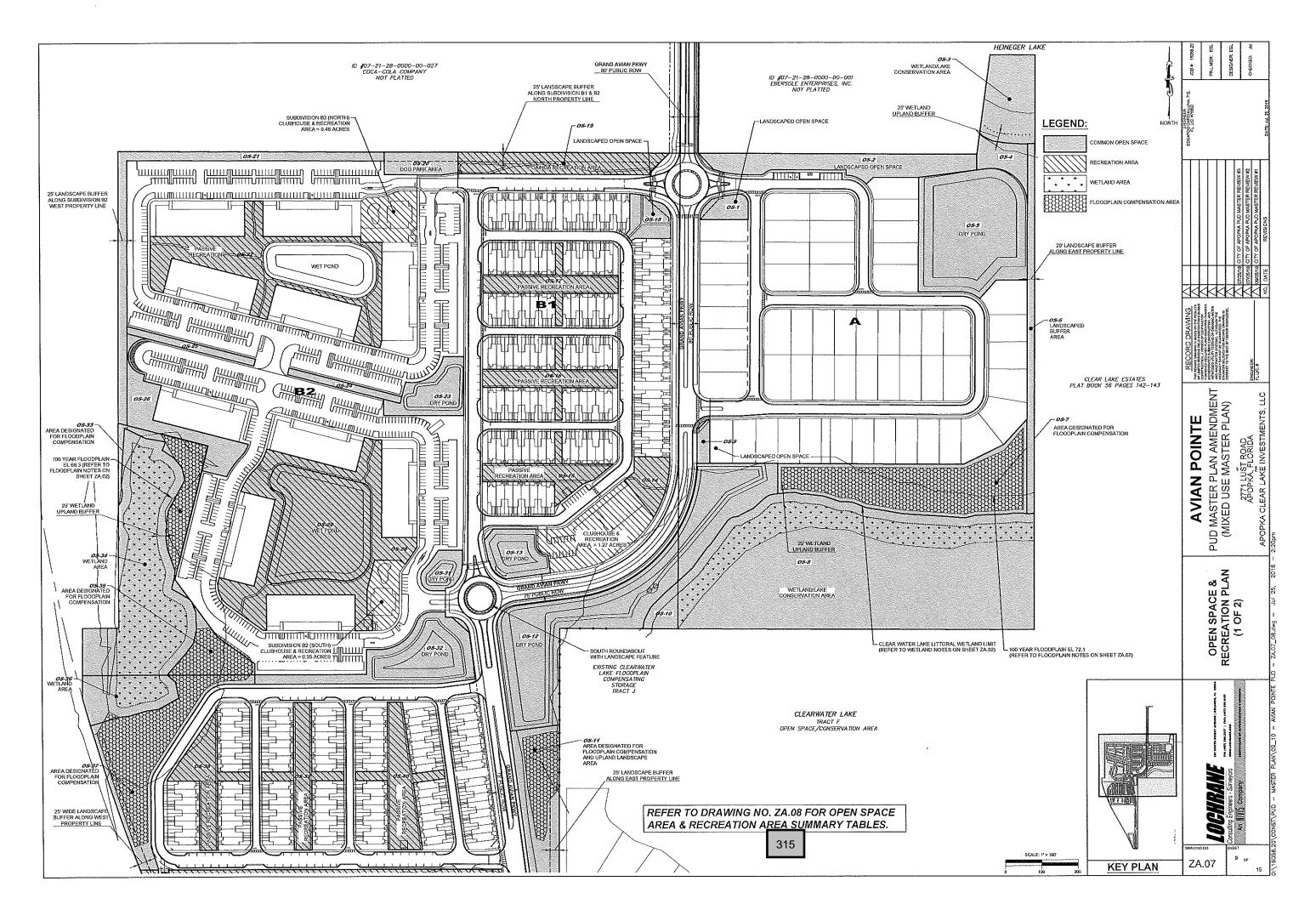


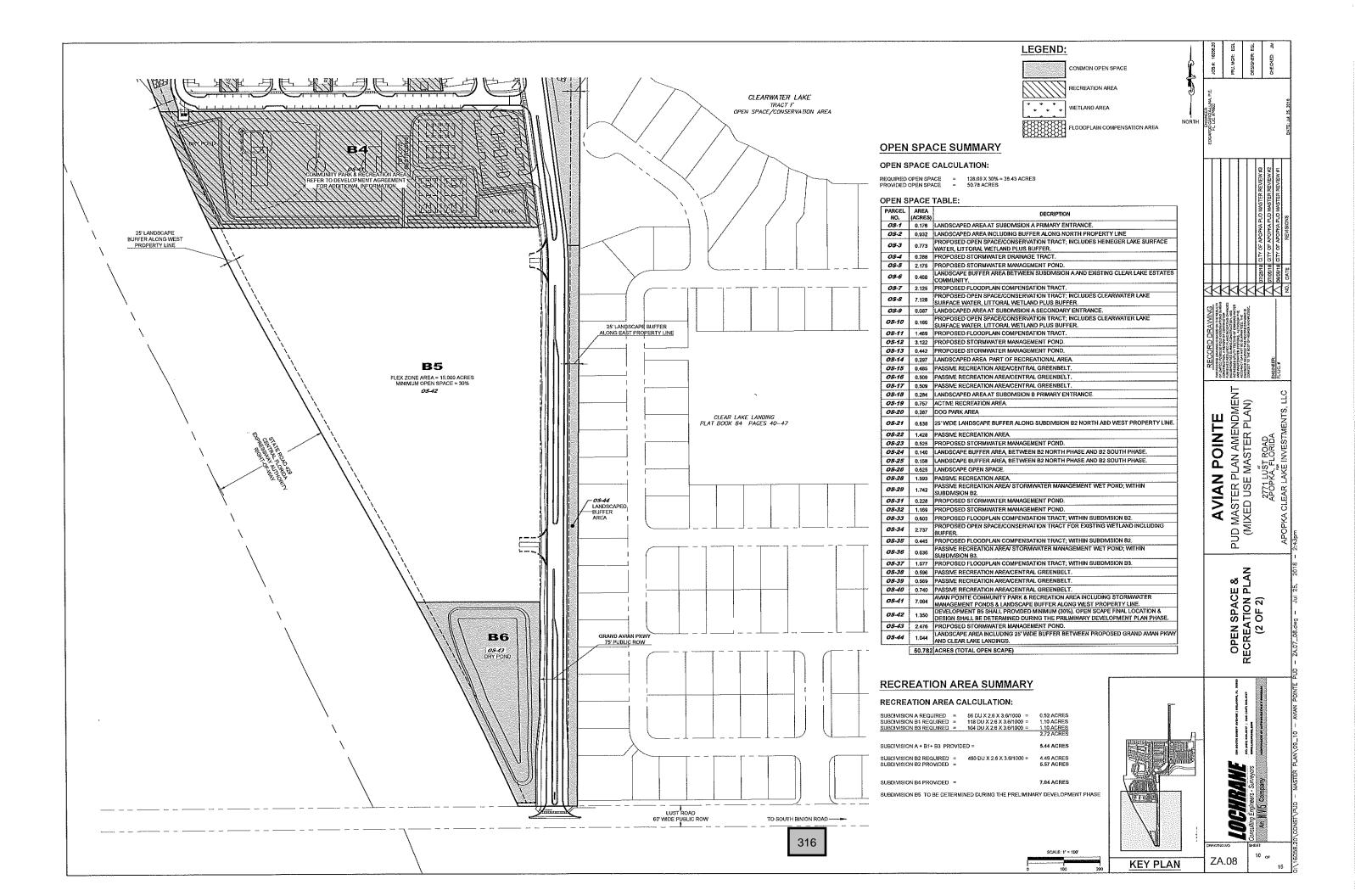


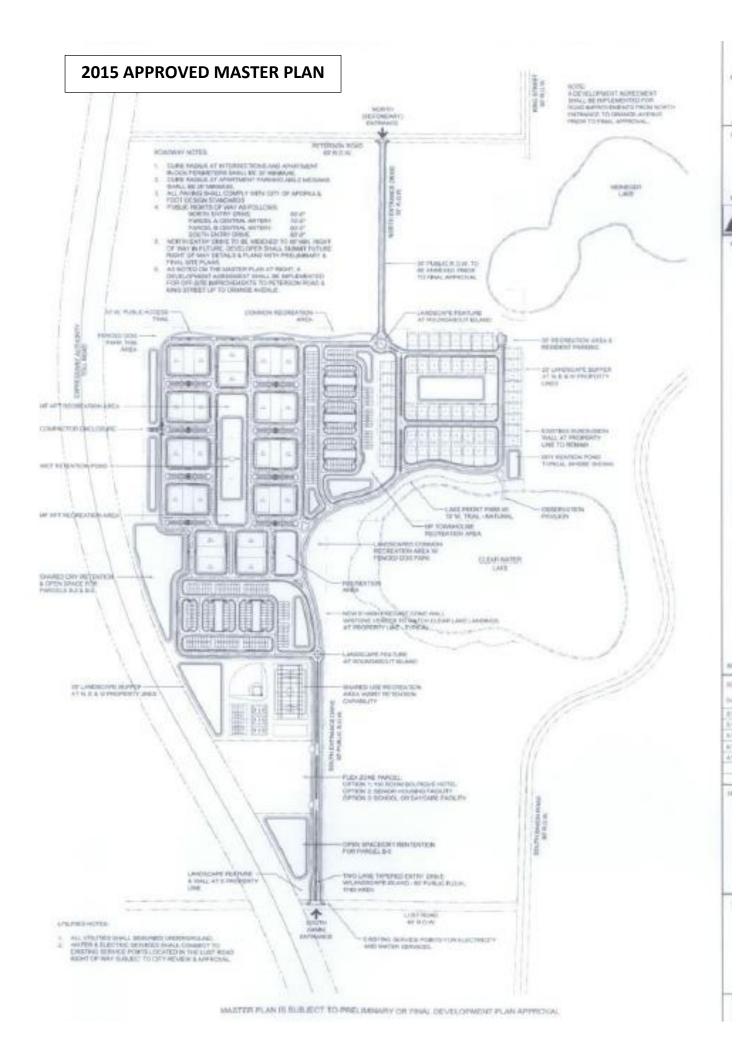


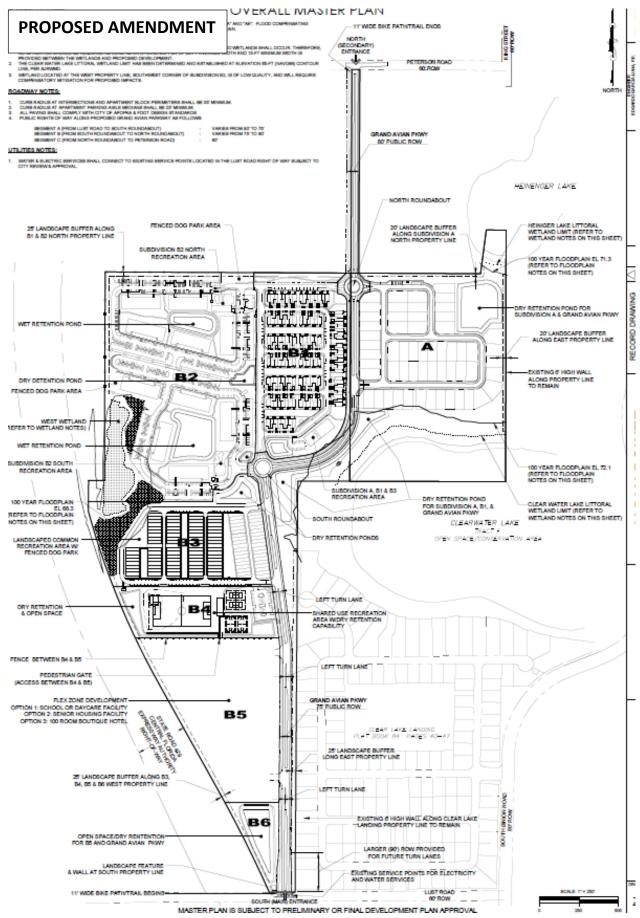












AVIAN POINTE MASTER PLAN PHASE-BY-PHASE CHANGES

PHASE A:

Use: Single Family homes

Park: Clubhouse and pool moved to Phase B-1 for joint use between A, B-1, and B-3 homes; no other park proposed in Phase A; no lake front open space area with multi-use trail to spine road trail

Road System: Spine road moved to west side of Phase A; no longer interior to neighborhood r

	Proposed Master Plan	Current Master Plan
No. of Lots\Homes	56	58
Lot Width*	60, 70, 75'	75'
Lot Area	7,500 – 8,750 sq. ft.	8,250 sq. ft.
Home Min. Livable Area	1,700 sq. ft.	1,700 sq. ft.
Acres	10.387	
20'wide landscape		
buffer tract next to Clear	Yes	Yes
Lake Estates/no wall		

*Proposed Lot Width\Area				
Lot Width	No. of Lots	Typical Lot Area		
60	39	7,500 sq. ft.		
70	12	8.750 sq. ft.		
75	5	7,950 sq. ft.		

PHASE B-1 AND B-3:

Use: Townhomes

Park: Clubhouse and pool at B-1 combined with B-3 for joint use between Phases A, B-1, and B-3 homes

	Proposed Master Plan	Current Master Plan
No. of Lots\Homes	118 + 104 = 222	114 + 102= 216
Lot Width*	20′	20'
Home Min. Livable Area	1,350 sq. ft.	1,350 sq. ft.
Acres	14.5 + 13.86 =	11.59 + 8.82 = 20.4
	28.3	

PHASE B-2:

Use: Apartments

Park: Two community recreation areas proposed (swimming pools and clubhouse); one for each apartment phase

	Proposed Master Plan	Current Master Plan
No. of Apartment Units	480	484
Acres	30.91	39.63
Gated Community	Yes	No

	Proposed Master Plan		Current Master Plan			
Bedrooms per Apt.	#	%	Min. Sq. Ft.	#	%	Min. Sq. Ft.
1 BR	180	38	750	194	40	750
2 BR	260	54	900	194	40	900
3 BR	40	8	1,050	96	20	1,050

PHASE B-4:

Use: Community Park for Phase A, B-1, B-2, B-3, and B-4 Facilities: As shown each Master Plan

	Proposed Master Plan	Current Master Plan
Acres	7.071	10.36

PHASE B-5:

Use: Flex Use – Boutique hotel, public or private school, Assisted Living Facility, Mixed-Use Vertical Commercial-Residential

	Proposed Master Plan	Current Master Plan
Acres	14.998	6.09

RESOLUTION #RES2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ACCEPTING A QUIT CLAIM DEED FROM THE COCA-COLA COMPANY FOR REAL PROPERTY; DIRECTING THE CITY CLERK OR DESIGNEE TO RECORD THE EXECUTED DEED IN THE PUBLIC RECORDS OF ORANGE COUNTY, AND PAY ALL FEES NECESSARY TO EFFECTUATE SUCH RECORDATION; PROVIDING SEVERABLIITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka has determined it is in the best interests of the City and its citizens to accept a Quitclaim Deed from The Coca-Cola Company for real property; and

WHEREAS, the City Council intends that the donated property will be used for the benefit of the public.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF APOPKA AS FOLLOWS:

Section 1. <u>Acceptance and Recordation of Deed.</u> The City Council hereby accepts the Quitclaim Deed attached hereto as Exhibit "A" and directs the City Clerk or designee to record the fully executed Quitclaim Deed in the Public Records of Orange County and to pay all costs of recording the Deed.

Section 2. <u>Authorization of Mayor</u>. The City Council hereby authorizes the Mayor to execute the Letter of Acceptance attached hereto as Exhibit "B" and the Letter of Consent attached hereto as Exhibit "C."

Section 3. <u>Severability.</u> If any section, sentence, clause or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way shall affect the remaining portions of this resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND RESOLVED this _____th day of ______, 2018, by the City Council of the

City of Apopka, Florida.

APPROVED:

Bryan Nelson, Mayor

DRAFT –under staff review

ATTEST:

Linda F. Goff, City Clerk

EXHIBIT "A"

This instrument prepared by:

Sanford H. Zatcoff, Esq. Holt Ney Zatcoff & Wasserman, LLP 100 Galleria Parkway, Suite 1800 Atlanta, GA 30339

After recording, return to: Attn: City Clerk City of Apopka 120 E. Main Street Apopka, FL 32703

QUIT-CLAIM DEED

THIS INDENTURE made this _____ day of _____, 2018, by THE COCA-COLA COMPANY, a Delaware corporation, having an address of One Coca-Cola Plaza, Atlanta, Georgia 30301 (the "*Grantor*"), to the CITY OF APOPKA, FLORIDA, a government agency organized and existing under the laws of the State of Florida, whose address is City Hall, 120 East Main Street, Apopka, Florida 32703 ("*Grantee*") (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and successors and assigns of entities).

WITNESSETH, that said Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, receipt whereof is hereby acknowledged, by these presents does remise, release and quit-claim unto the Grantee, the land, property described and depicted on Exhibit "A" attached hereto and made a part hereof (the "*Property*").

The property appraisers parcel identification number is

This property is not homestead nor is it contiguous to the homestead of Grantor.

TO HAVE AND TO HOLD, the above described premises, with the appurtenances, unto the said Grantee, forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year above written.

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this ____day of _____, 2018, by ______, ____ of The Coca-Cola Company, a Delaware corporation, on behalf of said corporation, who is personally known to me and did not take an oath.

_____, Notary Public

My Commission Expires:

(NOTARY SEAL)

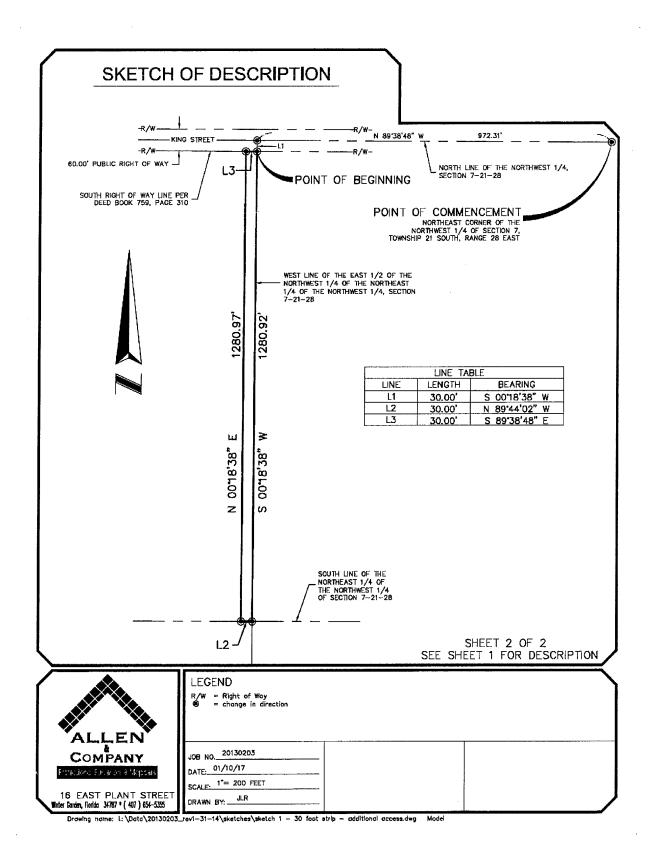
EXHIBIT A

Legal Description

A portion of the Northeast 1/4 of the Northwest 1/4 of Section 7, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 7; thence run North 89'38'48" West along the North line of said Northwest 1/4, for a distance of 972.31 feet to a point on the West line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of aforesaid Section 7; thence departing said North line, run South 00'18'38" West along said West line, for a distance of 30.00 feet to a point on the South right-of-way of King Street per Deed Book 759, Page 310 of the Public Records of Orange County, Florida and the Point of Beginning; thence departing said South right-of-way line and continuing along aforesaid West Line, run South 00'18'38" West, for a distance of 1280.92 feet to the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence departing said West line, run North 89'44'02" West along aforesaid South line, for a distance of 30.00 feet; thence departing said South line, run North 00'18'38" East, for a distance of 1280.97 feet to a point on aforesaid South right-of-way line; thence run South 89'38'48" East along said South right-of-way line, for a distance of 1280.97 feet to a point on aforesaid South right-of-way line; thence run South 89'38'48" East along said South right-of-way line, for a distance of 30.00 feet to aforesaid Point of Beginning.

Contains 0.88 acres more or less.



DRAFT

(To be typed on City of Apopka Letterhead)

, 2018

The Coca-Cola Company Attn: Lynne R. O'Brien, Esq. Director, Corporate Real Estate One Coca-Cola Plaza Mail Code NAT3/D2302 Atlanta, GA 30313

Re: Land Donation

Dear Ms. O'Brien:

This letter is an acknowledgment of the donation of certain property to the City of Apopka by The Coca-Cola Company made on ______, 2018 and as evidenced by the copy of the Quitclaim Deed attached hereto. The donated property consists of the real property, consisting of approximately 0.88 acres fronting on King Street, Apopka, Florida and identified as a portion of Tax Parcel ID No. ______.

The contribution of this property was made without consideration for any property or services from the City of Apopka.

Very truly yours,

Bryan Nelson, Mayor

EXHIBIT "C"

(To be typed on The Coca-Cola Company letterhead)

_____, 2018

Via E-Mail and Mail

The City of Apopka City Hall 120 E. Main Street Apopka, FL 32703 Attn: Bryan Nelson Mayor

Re: Donation of 0.88 acres fronting on King Street, Apopka (this "Letter of Intent")

Dear Mr. Nelson:

This partially non-bonding letter of understanding and intent sets forth the procedure for entering into, and certain terms and conditions of a proposed donation by The Coca-Cola Company, a Delaware corporation ("TCCC") to the City of Apopka (the "City") of that certain real property consisting of approximately 0.88 acres fronting on King Street, Apopka, Florida, (part of Orange County Tax Parcel ID No. ______) described in more particularity on Exhibit A (subject to any and all exception of record, the "Property").

1. Donation of Property

- (a) Procedure for Donation. Upon TCCC's receipt from the City of a duly Countersigned original of this Letter of Intent and a formal acknowledgment of the City's agreement to accept the charitable donation of the Property, TCCC shall convey the Property to the City by recording a Quitclaim Deed in the form attached hereto as <u>Exhibit B</u> (the "Gift Deed") in the Official Records of Orange County, Florida. The City shall be responsible for payment of transfer taxes (if any) and the cost of the Title Policy (if any).
 - (b) <u>As Is; Release</u>. The City hereby represents that it has inspected the Property. The City agrees that it is accepting the Property in its "AS IS" condition subject to use, ordinary wear and tear, and natural deterioration. The City further acknowledges that neither TCCC nor and agent or representative of TCCC has made, and TCCC is not liable for or

bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property.

THE CITY, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST RELEASED PARTIES BASED ON, (X) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOT EXISTING OR HEREAFTER ENACTED: (y) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY; OR (z) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON, IN, UNDER, OR IN THE VICINITY OF THE PROPERTY. THE CITY, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY RELEASES, THE RELEASED PARTIES, FROM ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER, KNOWN OR UNKNOWN, WITH RESPECT TO ANY ASPECT OF THE PROPERTY, INCLUDING THE FOREGOING MATTERS, AND ANY COMPARABLE LAW APPLICABLE IN THE STATE OR FLORIDA, REGARDING THE MATTERS COVERED BY A GENERAL RELEASE WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The City and TCCC acknowledge and agree that TCCC would not enter into this Letter of Intent without the City's agreement to this Section 1(b), and that this Section 1(b) shall become effective immediately upon the recordation of the Gift Deed and shall survive such delivery and recordation of the Gift Deed.

2. Miscellaneous

Each of the parties represents to the other that it has full power and authority to enter into this Letter of Intent and to perform the transactions contemplated hereby; the respective representations set forth in this clause shall survive the closing, and the City waives its immunity in connection with any breach of its representation set forth in this clause.

This Letter of Intent and the exhibits hereto state all of the terms and conditions of the understanding between the parties.

We have provided you with two (2) original copies of this Letter of Intent. Please sign both original copies of the Letter of Intent on the signature page in the space provided, and return to us one fully executed original of the Letter of Intent.

This Letter of Intent is intended to be fully binding and enforceable with respect to: (i) that portion of Section 1(a) allocating closing costs; (ii) Section 1(b), with respect to the City's "As Is" acceptance of and release with respect to the Property, if conveyed; and (iii) all provisions of this Letter of Intent that expressly provide that representations or covenants shall survive the closing or the recordation of the Gift Deed.

Except with respect to those certain binding provisions expressly noted above, the remainder of this letter is not intended to be binding and will not give rise to any right or obligation that may be asserted against either party hereto, it being intended that the parties may or may not undertake the future actions contemplated by this Letter of Intent, it being specifically agreed that TCCC shall have no obligation to make a gift to the City of the Property unless TCCC voluntarily and freely elects to do so without consideration. If any such actions are freely and voluntarily undertaken by the parties hereto without any obligation on such party's part to do so, then, in such event, the provisions of this Letter of Intent that are expressly binding and which are contingent upon certain actions being taken, shall in such case become fully effective, binding, and enforceable.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Sincerely,

THE COCA-COLA COMPANY, a Delaware corporation

By:			
Name	:		
Title:			

AGREED AND ACCEPTED AS OF _____, 2018

THE CITY OF APOPKA

BY: _____ Name: Bryan Nelson Its: Mayor

Attachments

EXHIBIT A

Legal Description

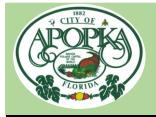
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Contains 0.88 acres more or less.

EXHIBIT B

FORM OF QUITCLAIM DEED TO BE ATTACHED



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDAXPUBLIC HEARINGSPECIAL REPORTSOTHER:

MEETING OF: September 5, 2018 FROM: Community Development EXHIBITS: MEdTech Overlay District Form-Based Code Ordinance No. 2672

SUBJECT: ORDINANCE NO. 2672 – AMENDING THE KELLY PARK INTERCHANGE FORM-BASED CODE, EMPLOYMENT DISTRICT, CREATING THE "MEdTech CAMPUS OVERLAY DISTRICT" (ARTICLE III, LAND DEVELOPMENT CODE).

REQUEST: FIRST READING OF ORDINANCE NO. 2672 – AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III – "OVERLAY ZONES" AMENDING SECTION 3.06.00 TO CREATE A NEW *MEdTech CAMPUS OVERLAY DISTRICT* WITHIN THE KELLY PARK INTERCHANGE FORM-BASED CODE; AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

The Kelly Park Interchange Form-Based Code was approved by the Apopka City Council on June 21, 2017. The Form-Based Code was developed to guide and regulate development within the Wekiva Parkway Interchange Plan area to achieve a specific urban form or character and physical urban form – such as building design and scale while placing less focus on land use or zoning.

The Form-Based Code is in accordance with Objective 19 of the Future Land Use Element (Comp Plan) directs the City to implement a form-based code to further the Wekiva Parkway Interchange Plan; and, Objective 20 of the Comprehensive Plan, Future Land Use Element. A primary purpose of the proposed development standards is to create a sustainable community in the Interchange area – a place where people can live, work, play and shop.

The proposed 2.A. MEdTech Campus Overlay District is being created within the existing Employment District as a means to establish specific development criteria for a campus-type area for <u>M</u>edical, <u>Ed</u>ucational and <u>Tech</u>nology. This overlay district standards include, but are not limited to: permitted uses, district size (40 to 100 acres), building materials, building step-backs, buffers, size, orientation, pedestrian, bicycle and auto connectivity, and other guidelines for the campus development.

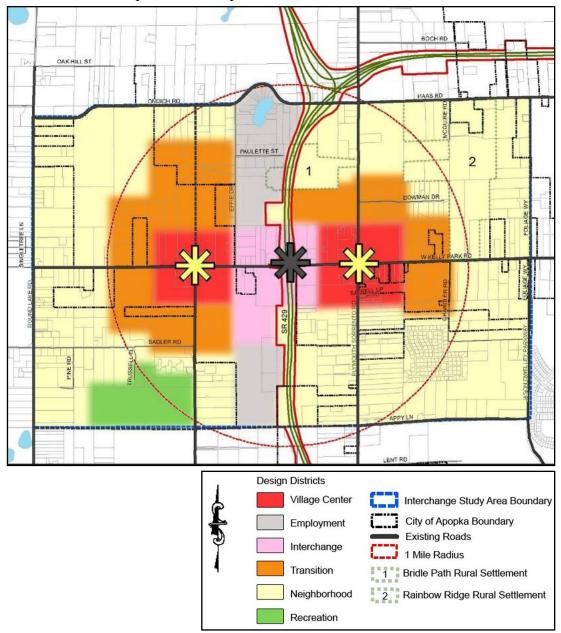
This MEdTech Overlay District is only applicable within the Employment District to the Kelly Park Interchange Form-Based Code. This area is west of S.R. 429, generally east of Effie Drive, and is both north and south of Kelly Park Rd, all within the Kelly Park Interchange Form-Based Code area. (Please see next page for the map).

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

CITY COUNCIL – SEPTEMBER 5, 2018 MEdTech CAMPUS OVERLAY DISTRICT PAGE 2

Form-Based Code development area map:



PUBLIC HEARING SCHEDULE:

August 14, 2018 – Planning Commission (5:30 pm) September 5, 2018 – City Council (1:30 pm) September 19, 2018 – City Council (7:00 pm)

DULY ADVERTISED: August 3, 2018 – Public Hearing Notice & Ordinance Heading Ad

September 7, 2018 – Ordinance Heading Ad

CITY COUNCIL – SEPTEMBER 5, 2018 MEdTech CAMPUS OVERLAY DISTRICT PAGE 3

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

The **Development Review Committee (DRC)** finds that the MEdTech Campus Overlay District is consistent with the Comprehensive Plan and the Kelly Park Interchange Form-Based Code, and recommends approval of the MEdTech Campus Overlay District.

The **Planning Commission**, at its meeting on August 14, 2018, found the proposed MEdTech Campus Overlay District within Employment Character District of the Kelly Park Form-Based Code for the Wekiva Parkway Interchange Plan Area to be consistent with the Comprehensive Plan, and unanimously recommended approval to the Apopka City Council to adopt this overlay district.

City Council: Accept first Reading of Ordinance No. 2672 and Hold it Over for Second Reading & Adoption on September 19, 2018.

Note: This item is considered legislative and establishes general policy. The staff report and its findings are to be incorporated into and made part of the minutes of this meeting.

ORDINANCE NO. 2672

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE KELLY PARK INTERCHANGE FORM BASED CODE BY CREATING A NEW OVERLAY DISTRICT ENTITLED "MEDTECH CAMPUS OVERLAY DISTRICT", PROVIDING FOR DIRECTIONS TO THE CITY CLERK; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.

WHEREAS, Section 369.321(1), Florida Statutes, mandates that a local government hosting an interchange on the Wekiva Parkway shall adopt an interchange land use plan into their comprehensive plans, and such land use plan and associated polices were incorporated in the Comprehensive Plan on August 2011;

WHEREAS, in furtherance of Florida Statutes Section 369.321(1), the City Council of the City of Apopka adopted the "Kelly Park Interchange Form-Based Code" on June 21, 2017; and

WHEREAS, the Kelly Park Interchange Form-Based Code vision plan encompasses all properties within a one mile radius of the interchange of State Road 429 and Kelly Park Road; and

WHEREAS, the Kelly Park Interchange Form-Based Code is organized around five character zones: Village Center, Employment, Interchange, Transition and Neighborhood; and

WHEREAS, it has been determined that certain development types related to Medical, Education, and Technology uses could locate within the Kelly Park Form Based Code area and develop in a campus-like environment, which the existing five character zones do not permit; and

WHEREAS, as a means to enhance a campus-like environment within the Kelly Park Interchange Form Based Code area, an amendment to the Kelly Park Interchange Form Based Code is proposed to incorporate a new overlay district herein referred to as the "MEdTech Campus Overlay District" which can only be applied in the designated "Employment" character zone; and

WHEREAS, the City Council of the City of Apopka, Florida, hereby finds and determines that adoption of the regulations set forth below will further the public health, safety, and welfare of the citizens of the City of Apopka, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA:

SECTION 1. That the Code of Ordinances, Part III, Land Development Code, Article III, Section 3.06.00 of the City of Apopka, Florida, is hereby amended to add entitled "MEdTech Campus Overlay District" as it appears in Exhibit "A".

SECTION 2. It is the intention of the City Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Apopka; and the City Clerk is directed to take the necessary steps to effect codification into the Code, and Sections of this ordinance may be numbered or renumbered or re-lettered and the word "ordinance" may be changed to " chapter ", "section ", "article", or such other appropriate word or phrase in order to accomplish such codification. Typographical errors which do not affect the intent may be authorized by the Mayor, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

ORDINANCE NO. 2672 PAGE 2

SECTION 3. That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

READ FIRST TIME:

September 5, 2018

READ SECOND TIME AND ADOPTED:

September 19, 2018

Bryan Nelson, Mayor

ATTEST:

Linda G. Goff, City Clerk

APPROVED as to form and legality for use and reliance by the City of Apopka, Florida.

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: August 3, 2018

Exhibit A

MEdTech Campus Overlay District Employment District Kelly Park Interchange Form-Based Code

2.A MEdTech Campus Overlay District

As a means to enhance a campus-like environment in coordination with staff, the primary intent of the MEdTech – Medical, Education & Technology Campus Overlay District is for the development of major educational, governmental and medical facilities and other complementary and supporting uses such as office developments. The MEdTech Campus Overlay District encourages a campus-type character, which includes landscaped open space between buildings, a green buffer at the perimeter and uniform site design and details. Refer to Appendix B for specific development standards for the size, orientation, massing and frontage design, which will help deliver buildings whose scale and character are compatible with their urban context.

Appendix B: MEdTech Campus Overlay District Development Standards

A. Permitted Uses

Uses allowed within the MEdTech Campus Overlay District include the following:

- Hospitals
- Freestanding Emergency Departments
- Urgent Care Facilities
- Skilled Nursing Facilities
- Senior Housing/Assisted Living Facilities
- Educational facilities/training
- Medical and Professional Office
- Imaging/Diagnostic Centers
- Surgery Centers
- Birthing Centers.
- Central Energy Plants (Hospitals)
- Parking structures
- Helipads are permitted and shall be in compliance with FAA safety requirements.
- Other complementary Health & Wellness uses
- Public use (library, post office, Police, Fire and other municipal offices, and similar uses)

The following uses are permitted as accessory uses when contained within a primary structure:

- Commercial Retail
- Pharmacies
- Restaurants

Whenever there is uncertainty as to whether a use is permitted or not, or when a use is not listed, the Community Development Director shall determine the permissible use, or the Director may request the use to be reviewed by the City Council for a final determination.

B. District Size and Standards

- 1. The MEdTech Campus Overlay District shall only be applied to property only in the designated "Employment Overlay District."
- 2. The minimum size for a MEdTech Campus Overlay District project shall be forty (40) contiguous acres; the maximum size shall be no more than one hundred (100) acres.
- 3. Blocks do not have to be orthogonal.
- 4. Internal private streets and drives shall be interconnected for vehicle, bicycle and pedestrian circulation.
- 5. A proposed MEdTech Campus project shall contain multiple buildings, which may be developed in phases.

C. Density, Intensity and Open Space Standards

Minimum and maximum intensity of development and open space requirements shall follow the Employment Character Zone listed in Table 4: Density, Intensity and Open Space.

D. Building and Floor Height

Maximum building height is listed below. Building height shall be measured in stories. Rooftop elements are allowed over the maximum number of stories as long as they do not exceed twenty (20) feet in height.

1.	Building Height	Min. N/A	
		Max. 8 stories	

E. Site Design Standards

1. Building Setbacks

- a. Due to the campus configuration, there are no minimum building setbacks or building frontage standards required within the MEdTech Campus Overlay District. However, buildings shall be placed in a way to support pedestrian orientation.
- b. When within ten (10) feet of a property line adjacent to a Neighborhood Character zone or single family zoned property, the floors above the third story shall be setback an additional ten (10) feet.

2. Building Alignment

Building facades facing internal private streets and drives shall primarily be parallel.

3. Building Frontage

As campus confi gurations, the purpose of the façade continuity along the street is not required. However, buildings shall be placed in a way to promote strong pedestrian and vehicular connections.

4. Street Setback Zone

The intent of the street setback (the area between the back of the sidewalk and the street wall) is to provide a transition, both physical and visual, from the street to the campus. All campus perimeters fronting a public street shall include a street wall framing each entry with landscape buffers in between wall sections. The zone created by the setback should vary in design depending on the level of privacy desired along the campus perimeter with a fi ft y (50) percent street wall frontage requirement, unless a building is placed along the sidewalk. In lieu of street wall, if parking spaces are three (3) feet below the sidewalk, the street wall frontage requirement is considered met.

a. Elements within the street setback zone (landscaping and architectural features) shall comply with the vision triangle requirements using AASHTO standards.

F. Building Design Standards

1. Architecture

There is not a requirement for a specific architectural style to be used. All architecture shall be uniform and complementary across the campus. Facade standards are below and shall adhere to Development Design Standards where applicable and the Development Review Committee approval.

2. Green Building

Green building principles related to energy e fficiency, resource protecti on and environmental protecti on (e.g. reusable building materials, light colored roof materials, living roofs to treat stormwater, energy efficient windows, solar energy, etc.) set forth by agencies such as, but not limited to, the United States Green Building Council, the Florida Green Building Coaliti on and similar agencies are encouraged, not required.

3. Building Massing

Buildings shall respect and reflect pedestrian scale throughout the campus. Because of the unique nature of a campus-type development, the building massing standards for the MEdTech Campus Overlay District shall be reviewed on a case by case basis with the Community Development Director. Rendered building elevati ons shall be included with the Master Plan.

4. Facade Articulation

The standards contained in this secti on apply to all buildings and structures, including parking garages. The elements that make up a building facade are key components for defining the public realm. The façade design standards contained in this section are not intended to regulate style or appeal. The purpose of these standards is to ensure facades are designed to:

- Reduce the uniform monolithic appearance of large unadorned walls by requiring architectural detail;
- Increase public safety by designing buildings that provide human surveillance of the street;
- Building facades along public or private streets and drives shall maintain a pedestrian scale and integrate the public and private spaces throughout the campus.

5. Building Entrances

- a. The main entrance of all buildings shall be oriented toward the internal streets and drives.
- b. Where parking areas are located behind the building, a secondary entrance may be provided from the parking area into the building. Awnings, landscaping, and appropriate signage may be used to mark the secondary entrance.
- c. Pedestrian connections from the public sidewalks and parking areas to the building entrance shall be provided.

6. Windows and Doors

Development within the MEdTech Campus Overlay District shall meet the following standards:

a. Buildings are subject to glazing requirements and shall be reflective.

- b. Non-Residential Upper Floors: The combined area of glass on all floors above the first divided by the total area of the building façade for those floors shall be no less than fifteen (15) percent.
- c. Windows and doors should be glazed in clear glass with no more than ten (10) percent daylight reduction (transmittance) for retail establishments, and fifty (50) percent for office uses. Glass block is not considered transparent and shall not count toward the minimum glazing requirement.
- d. Reflectance shall not exceed fifteen (15) percent.
- e. Stained or art glass shall only be permitted if consistent with the style of the building (churches, office, hospital, etc.).

7. Building Materials

Building materials that are visible from the street should not be selected on the basis of cost alone, but rather on compatibility with the building style and neighborhood character.

- a. Required Materials:
 - i. Concrete Masonry Units with Stucco
 - ii. Reinforced Concrete with Stucco
 - iii. Pre-Cast Concrete Panels
 - iv. Tilt up Concrete
 - v. Brick
 - vi. Stone
 - vii. Glass
 - viii. Steel

8. Roof Design

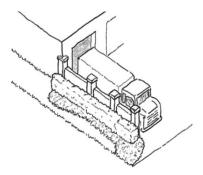
- a. Roofs shall be in scale with the building mass.
- b. Building elevations shall have a defined top edge consisting of, but not limited to, cornice treatments, roof overhangs and brackets.
- c. Buildings with flat roofs shall have a cornice treatment or a parapet. The cornice shall be at least eighteen (18) inches in height. Parapet shall be a minimum of two (2) feet in height.
- d. Roof materials shall be light-colored or a planted surface (green roof).
- e. Prohibited roof types and materials:
 - i. Mansard roofs and canopies
 - ii. Roofs with a 2/12 pitch or less without full parapet coverage
 - iii. Back-lit awnings used as a mansard or canopy roof

9. Service Areas

The following standards apply to non-residential developments:

- a. To the extent possible, areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design (see Figure 36) and shall not be located within 50 feet of single family residential lots.
- b. Loading areas, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of the street.
- c. Mechanical equipment should be integrated into the overall mass of a building by screening it behind parapets or by recessing equipment into hips, gables, parapets, or similar features.

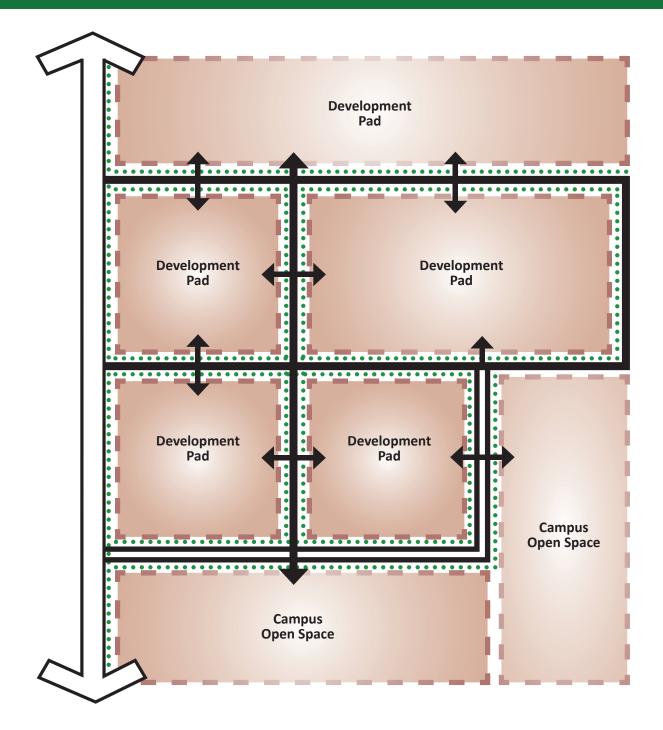
Figure 36. Loading Area Screening



G. Access, Circulation and Parking Requirements

1. On-Site Circulation

- a. New developments must seek to create a balanced transportation system that accommodates pedestrians, bicyclists, and transit riders, as well as motor vehicles, and provides a system of connections to maximize choices for all modes of travel. The Typical Campus Circulation Diagram provides an illustrative example of pedestrian, transit and parking linkages.
- b. The use of joint access driveways is required between commercial sites to reduce the number of access points and driveways that cross sidewalks.
- c. Safe pedestrian connections shall be provided throughout the interior of development sites.
- d. Direct pedestrian access shall be provided from the principal entrance of the building to the sidewalk on the closest public right-of-way.
- e. Additional/secondary pedestrian access to businesses may be provided from parking faciliti es directly to ground floor uses, either through rear building entrances, sidewalks along the perimeter of buildings, or by pedestrian alleyways which connect the rear parking lots to the sidewalks along the front street.
- f. Pedestrian walkways within the development shall be diff erentiated from driving surfaces through a change in materials (including thermoplastic paint) and/or grade elevati on.
- g. Crosswalks are required wherever a pedestrian sidewalk or alleyway intersects a vehicular area. All crosswalks shall be a minimum of five (5) feet wide and shall be demarcated for pedestrians.
- h. All new development shall provide connections to existing bike and pedestrian pathways and to bus stops and transit facilities.
- i. Installed bicycle racks shall be designed to accommodate the minimum number of bicycles as set forth in the City of Apopka Land Development Code.
- j. Bicycle racks shall be permanently fixed to the ground through mechanical fasteners or the use of concrete footings.



TYPICAL CAMPUS CIRCULATION DIAGRAM



Collector Road

Primary Road

Secondary Road

Internal Vehicular Connection

Pedestrian Connection



- k. The design of bicycle racks placed within the development site shall coordinate with the overall design scheme of the subject site in terms of color and material. Bike racks placed within the right-of-way shall comply with the requirements of Section K, Street Standards.
- I. Location of bus stops shall be identified on the Development Plans.

2. Location of Parking Facilities

- a. Surface parking lots shall be located adjacent to buildings so that the parking areas are screened from public sidewalks and streets, including, to the extent feasible, the Wekiva Parkway, by street walls or landscaped buffer.
- b. Any surface parking areas located along a public or private street shall be screened from the street view by a wall or landscaped buffer.
- c. Parking garages shall be designed to blend with adjacent architecture so as to not appear like a parking garage. Awnings and faux windows are sample add-ons.
- d. Electric charge stations shall be encouraged in all parking lots and/or garages.

3. Parking for Single Uses

Off -street parking requirements for the MEdTech Campus Overlay District shall comply with the minimum requirements listed in Secti on 6.03.00 of the City of Apopka Land Development Code.

H. Landscape, Buff ering and Screening

Landscape and irrigation shall be consistent with Section 5.01.00 of the City of Apopka Land Development Code, except for the following:

1. Parking Lot Landscaping and Lighting

- a. Large parking lots shall be visually and functionally segmented into smaller lots with landscape island and canopy trees. The design of parking areas should avoid the appearance of large masses of parked cars. Landscape strips at least ten (10) feet wide shall be intermittently provided between parking bays of either head-in or diagonal parking. Trees shall be planted a maximum of fi ft y (50) feet on center along the length of the landscape strip.
- b. Parking lot layout, landscaping, buffering, and screening should minimize direct views of parked vehicles from streets and sidewalks; prevent spill-over light, glare, noise, and exhaust fumes from infringing on adjacent properti es; and provide the required tree canopy shade. The landscape buffers will provide intermittent view corridors of campus buildings from streets and sidewalks.
- c. Any landscaping adjacent to the front of a parking space shall include a two (2) foot wide strip of gravel, mulch, or grass, so that the front of the parked vehicle can overhang without interfering with taller plantings.
- d. Parking spaces adjacent to a sidewalk must have wheel stops placed two (2) feet from the sidewalks so that the car overhang does not reduce the width of the sidewalk.
- e. Parking lot light fixtures shall be designed so that light is directed onto the parking area and away from neighboring residential lots.
- f. The design, color, shape, style, and materials of the fixtures shall match or complement the style and materials of the buildings served.
- g. Lighting fixtures in parking lots adjacent to residenti al zones shall not exceed twenty (20) feet in height as measured from the adjacent grade to the top of the light fixture.

2. Buffers and Screening

Buffers shall be provided as required by Section 5.01.00 of the Land Development Code, except that no buffer shall be required between the building and the street, or between similar uses unless specifically required as part of a Public Hearing review.

Urban street walls are the only type of fence/wall allowed facing streets and alleys. A street wall shall be required along fifty (50) percent of the perimeter of a surface parking lot that abuts a street or alley. Whenever a street wall is provided, it shall meet the following standards:

- a. The wall shall be a minimum of three (3) feet and a maximum of five (5) feet in height.
- b. Street walls may be constructed of wrought iron, brick, masonry, stone, concrete, powder-coated aluminum, a combination of materials, i.e. split rail fence with stone columns or other decorative materials that complement the finish on the primary building. Chain link and PVC street walls shall be prohibited.
- c. When a parking lot abuts a public right-of-way, ground cover, hedges, or shrubs shall be installed in the street setback zone. The street setback zone landscaping shall be a minimum of three (3) feet wide. The area in front of a street wall may be landscaped or used to expand the public sidewalk.
- d. Breaks should be permitted in the street wall to provide pedestrian access to the site and for the purpose of tree protection.

I. Stormwater

Developers are encouraged to connect to a master stormwater system, rather than providing an on-site facility. If a master stormwater system is anticipated, site specific ponds shall be removed and connection to the master system shall be required. Until such time as a master system is available, development is subject to the following requirements:

- 1. All retention areas shall be incorporated into the overall design of the project.
- 2. Dry stormwater areas shall be designed as amenities, and count towards open space.
- 3. Wet bottom ponds may only be allowed subject to Special Exception approval.
- 4. Landscaping is required to soften the visual appearance of dry retention pond edges. Native trees and shrubs shall be used. No exotic invasive plants are permitted.
- 5. Where slopes require fencing, only ornamental metal will be allowed.
- 6. To reduce the size of stormwater ponds that are not designed as amenities, the use of porous concrete, underground storage, and exfiltration is greatly encouraged, but not required.

J. Signs

Development within the MEdTech Campus Overlay District shall include a Master Sign Plan with the Master Plan submittal.

K. Street Standards

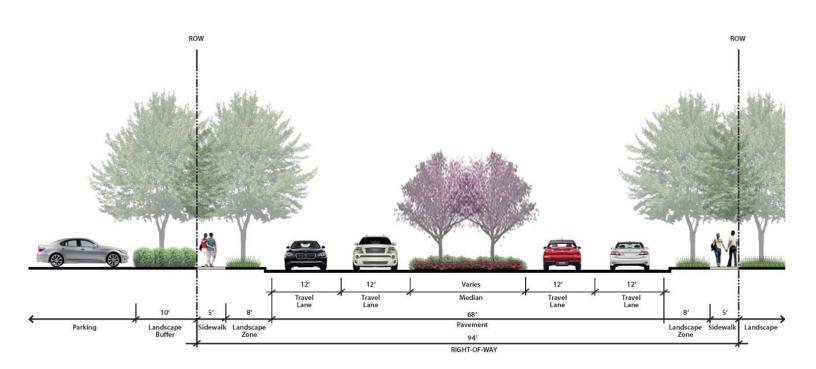
1. Complete Streets

Private internal streets, drives and pedestrian facilities should incorporate the Complete Streets design concept wherever possible. Complete Streets serves the transportation needs of transportation users for all ages and abilities, including but not limited to pedestrians, bicyclists, transit riders, motorists, and freight handlers.

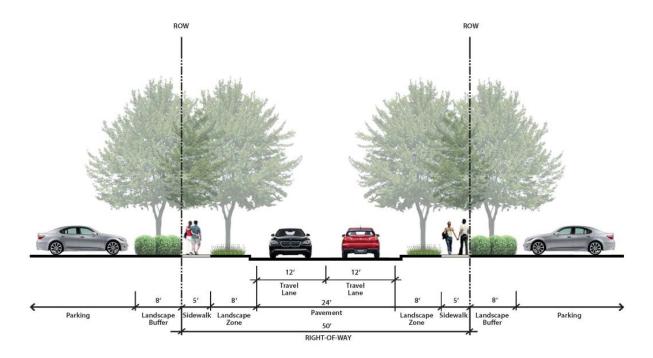


KELLY PARK INTERCHANGE FORM-BASED CODE

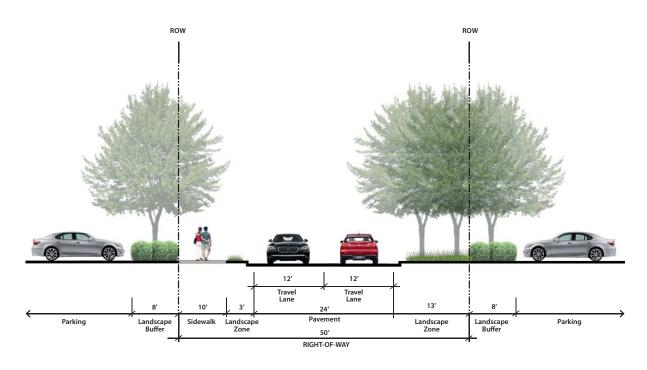
a. Typical cross sections for streets permitted within the MEdTech Campus Overlay District are found below.



TYPICAL INTERNAL PRIMARY ROAD SECTION



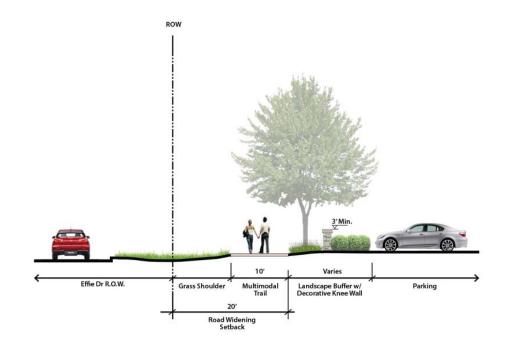
TYPICAL INTERNAL SECONDARY ROAD SECTION



TYPICAL INTERNAL SECONDARY ROAD SECTION Option #2

2. Effie Drive Streetscape

a. Effie Drive shall be improved using the street standards for Type D, Option 1, see Typical Effie Drive cross-section.



TYPICAL EFFIE DRIVE SECTION

3. Street Trees

- a. A four-(4) inch canopy tree (minimum caliper at planting) shall be planted every forty (40) feet on center in the landscape zone and central median.
- b. There shall be a minimum of twenty-five (25) square feet of mulch around each tree, unless a tree well is used.
- c. The recommended street trees include D. D. Blanchard Magnolia, Live Oak Cul var and palm trees. Alternative species may be approved through the site plan review process.
- d. Palm trees shall be limited to forty (40) percent of the total tree requirement.
- e. The use of structural soils (aggregate based soil mix) or modular suspended pavement systems such as Silva Cell (www.deeproot.com) should be considered for street trees. Both methods have been proven to be effective in areas with limited planting space. Additionally, these planting techniques provide a sub-base that can support the above ground infrastructure, promote healthy root growth, and reduce root damage to streets, sidewalks and utilities.
- f. The use of root barriers (e.g. BioBarrier® or DeepRoot Tree Barrier systems) should be considered to prevent damage to utility pipes from tree roots. When installed correctly, a root barrier forces roots to grow downward against the wall surface of the barrier and away from streets, sidewalks and utilities. Each method will increase the cost of tree installation, but will minimize the need for future street, sidewalk and utility repairs as well as corresponding damage to trees during maintenance activities.

4. Sidewalks and Crosswalks

- a. Construction specifications for sidewalks can be requested from City of Apopka Engineering Division. Sidewalk and crosswalks within internal private streets and drives shall also meet the following standards:
 - i. Crosswalks are required at all intersections of primary and secondary roads.
 - ii. All internal private streets and drives shall have, at minimum, painted crosswalks consistent with FDOT standards.

5. Street Furniture

- a. Street furniture includes benches, waste receptacles, and bike racks. Developers will be required to provide the required street furniture along all primary internal private streets and drives within their project. It shall be the property owners' responsibility to ensure proper maintenance of the street furniture within their project. Similar themed furniture is recommended as to be approved with the site plan.
- b. Developers are encouraged to place the required bike racks within the primary internal private streets and drives between the curb and required sidewalk. The bike rack shall be set perpendicular to the street so that parked bicycles do not impede pedestrian circulation. Required bike parking may also be installed within public open spaces.

6. Street Lighting

- a. Lighting shall address both pedestrian as well as vehicular areas and shall be appropriately designed for the width of the roadway, as follows:
 - i. Street lights shall be installed in all character zones. Pedestrian lighting may be provided in the Institutional Campus Overlay District.
 - ii. All lights shall be LED, and shall have Dark Sky optics and cut-off luminaries to reduce light pollution.
 - iii. Double head streetlights may be placed in the landscaped median.
 - iv. Developers may work with Duke Energy to obtain a type of street lights suitable for their project. The design will be reviewed in conjunction with the development plan.

L. Open Space Requirements

- 1. Open space includes active and passive outdoor recreational areas and visually open areas designed to be used by the general public.
- 2. Open space shall be provided at a minimum of twenty (20) percent.
- 3. Open space areas shall include the following:
 - a. Amenitized stormwater areas, as per Section I, Stormwater.
 - b. Landscaped areas.
 - c. Pedestrian access areas such as plazas, sidewalks, bike paths and walkways.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENAMEETING OF:September 5, 2018XPUBLIC HEARINGFROM:Community DevelopmentSPECIAL REPORTSEXHIBITS:Ordinance No. 2674XOTHER: OrdinanceAnnexation Case
Vicinity Map

<u>SUBJECT</u>: 2018 ANNEXATIONS – CYCLE 4

REQUEST:ORDINANCE NO. 2674 - FIRST READING – ANNEXATION OF CITY
STORMWATER POND ON THE EAST SIDE OF N HIAWASSEE
ROAD, SOUTH OF US 441/ORANGE BLOSSOM TRAIL, PARCEL I.D.
24-21-28-0000-00-087; AND HOLD OVER FOR SECOND READING
AND ADOPTION.

SUMMARY:

OWNER: City of Apopka

APPLICANT; City of Apopka Community Development Department

LOCATION: East side of N Hiawassee Road, south of US 441/Orange Blossom Trail

EXISTING USE: Stormwater Pond

TRACT SIZE: 0.546 +/- acres

ADDITIONAL COMMENTS: This parcel, located within the jurisdictional boundary of Orange County, is owned by the City of Apopka. A stormwater pond owned and maintained by the City resides on the parcel. The proposed annexation will bring the parcel into the jurisdictional boundary of the City of Apopka. The subject parcel is contiguous to the City limits, is compact, and does not create an enclave, therefore meeting requirements of Section 171.044, Florida Statutes, for annexation.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on August 20, 2018.

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

CITY COUNCIL – SEPTEMBER 5, 2018 2018 ANNEXATION CYCLE 4 – PARCEL PAGE 2

DULY ADVERTISED:

August 17, 2018 August 24, 2018

<u>PUBLIC HEARING SCHEDULE:</u> September 5, 2018 (1:30 pm) - City Council 1st Reading September 19, 2018 (7:00 pm) - City Council 2nd Reading and Adoption

RECOMMENDATION ACTION:

The Development Review Committee recommends approval of the annexation the City owned parcel located on the east side of N Hiawassee Road, south of US 441/Orange blossom Trail, Parcel ID 24-21-28-0000-00-087.

Accept the First Reading of Ordinance No. 2674 and Hold Over for Second Reading and Adoption on September 19, 2018

ORDINANCE NO. 2674

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO CHAPTER 171.044, FLORIDA STATUTES THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY <u>THE CITY OF APOPKA</u>; AND LOCATED ON THE EAST SIDE OF N HIAWASSEE ROAD AND SOUTH OF US 441/ORANGE BLOSSOM TRAIL; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Orange County Board of County Commissioners has requested that the City of Apopka, Florida, annex the property located on the east side of N Hiawassee Road and south of US/; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

<u>SECTION I</u>: That the following described properties, being situated in Orange County, Florida, totaling <u>0.546 +/- acre</u>, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Property Description:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 24-21-28/ AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE SOUTH 89 °30'44" EAST A DISTANCE OF 2/071.26 FEET ALONG THE NORTHERN LINE OF SAID SECTION; THENCE SOUTH 0 °10'32" WEST A DISTANCE OF 707.04 FEET TO THE NORTHWEST CORNER OF PARCEL ID: 24-21-28-0000-00-087; SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 °48'01" EAST A DISTANCE OF 81.93 FEET; THENCE SOUTH 24°22'16" EAST/ A DISTANCE OF 8.60 FEET; THENCE A DISTANCE OF 146.98 FEET ALONG A RADIUS OF 169.03 FEET; THENCE SOUTH 25 °44'36" WEST/ A DISTANCE OF 270.92 FEET; THENCE A DISTANCE OF 396.40 FEET ALONG A RADIUS OF 1/600.03 FEET.

Parcel ID 24-21-28-0000-00-087 Containing 0.546 +/- acres.

ORDINANCE 2674 PAGE 2

<u>SECTION II</u>: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

<u>SECTION III</u>: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

<u>SECTION IV</u>: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

<u>SECTION V</u>: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

<u>SECTION VI</u>: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

<u>SECTION VII</u>: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 5, 2018

READ SECOND TIME AND ADOPTED:

September 19, 2018

Bryan Nelson, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: August 17, 2018; and August 24, 2018



CITY OF APOPKA CITY COUNCIL

CONSENT AGENA	MEETING OF:	September 5, 2018
X PUBLIC HEARING	FROM:	Community Development
SPECIAL REPORTS	EXHIBITS:	Ordinance No. 2675
X OTHER: Ordinance		Annexation Cases
		Vicinity Maps

SUBJECT: 2018 ANNEXATIONS – CYCLE 4 - ROADWAY RIGHT-OF-WAY ANNEXATIONS

REQUEST:ORDINANCE NO. 2675 - FIRST READING – PUBLIC RIGHTS-OF-WAY
ANNEXATIONS NORTH HIAWASSEE ROAD, LUST ROAD, EAST
VOTAW ROAD, NORTH CHRISTIANA AVENUE, SOUTH
CHRISTIANA AVENUE, VICK ROAD, WEST MARTIN STREET, EAST
NANCY LEE LANE, AND WEST NANCY LEE LANE; AND HOLD OVER
FOR SECOND READING AND ADOPTION ON SEPTEMBER 19, 2018.

SUMMARY:

OWNER: Orange County Board of County Commissioners

APPLICANT: City of Apopka Community Development Department

LOCATION: N Hiawassee Road, Lust Road, E Votaw Road, North Christiana Avenue, South Christiana Avenue, Vick Road, W Martin Street, E Nancy Lee Lane, and W Nancy Lee Lane

EXISTING USE: Public Roads

TRACT SIZE:N Hiawassee Road: 2.409 +/- acres; Lust Road: 3.479 +/- acres; E Votaw Road:
4.225 +/- acres; North Christiana Avenue: 1.707 +/- acres; South Christiana Avenue:
0.347 +/- acres; Vick Road: 0.314 +/- acres; W Martin Street: 2.103 +/- acres; E
Nancy Lee Lane: 0.865 +/- acres; and W Nancy Lee Lane: 0.892 +/- acres

TOTAL: 16.341 +/- acres

ADDITIONAL COMMENTS: The annexation of these roadway rights-of-way will result in a change of ownership from the Orange County Board of County Commissioners to the City of Apopka. Exhibit A lists the roadways included in Ordinance 2675. Exhibit B shows the location of the roadway rights-of-way to be annexed.

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

CITY COUNCIL – SEPTEMBER 5, 2018 2018 ANNEXATION CYCLE 4 – PARCEL PAGE 2

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on August 20, 2018.

DULY ADVERTISED:

August 17, 2018 (Apopka Chief) August 24, 2018 (Apopka Chief)

PUBLIC HEARING SCHEDULE:

September 5, 2018 (1:30 pm) - City Council 1st Reading September 19, 2018 (7:00 pm) - City Council 2nd Reading and Adoption

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the roadway rights-of-way annexation of N Hiawassee Road, Lust Road, E Votaw Road, North Christiana Avenue, South Christiana Avenue, Vick Road, W Martin Street, E Nancy Lee Lane, and W Nancy Lee Lane.

Accept the First Reading of Ordinance No. 2675 and Hold Over for Second Reading and Adoption on September 19, 2018.

ORDINANCE NO. 2675

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED PUBLIC RIGHTS-OF-WAY KNOWN AS NORTH HIAWASSEE ROAD, LUST ROAD, EAST VOTAW ROAD, NORTH CHRISTIANA AVENUE, SOUTH CHRISTIANA AVENUE, VICK ROAD, WEST MARTIN STREET, EAST NANCY LEE LANE, AND WEST NANCY LEE LANE, SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, AND COMPRISED OF APPROXIMATELY 16.341 ACRES; OWNED BY <u>ORANGE COUNTY</u> <u>BOARD OF COUNTY COMMISSIONERS</u>; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Orange County Board of County Commissioners has requested that the City of Apopka, Florida, annex rights-of-way known as North Hiawassee Road, Lust Road, East Votaw Road, North Christiana Avenue, South Christiana Avenue, Vick Road, West Martin Street, East Nancy Lee Lane, and West Nancy Lee; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

<u>SECTION I</u>: That the following described properties, being situated in Orange County, Florida, totaling 16.341 +/- acres, and graphically depicted by the attached Exhibits "A" - "I" are hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

<u>Descriptions</u>: N Hiawassee Road: 2.409 +/- acres; Lust Road: 3.479 +/- acres; E Votaw Road: 4.225 +/- acres; North Christiana Avenue: 1.707 +/- acres; South Christiana Avenue: 0.347 +/- acres; Vick Road: 0.314 +/- acres; W Martin Street: 2.103 +/- acres; E Nancy Lee Lane: 0.865 +/- acres; and W Nancy Lee Lane: 0.892 +/- acres; more specifically described within Exhibits "A" - "I".

<u>SECTION II</u>: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

<u>SECTION III</u>: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

ORDINANCE NO. 2665 PAGE 2

<u>SECTION IV</u>: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

<u>SECTION V</u>: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

<u>SECTION VI</u>: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

<u>SECTION VII</u>: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: September 5, 2018

READ SECOND TIME AND ADOPTED:

September19, 2018

Bryan Nelson, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: August 17, 2018, August 24, 2018

Exhibit 2-A

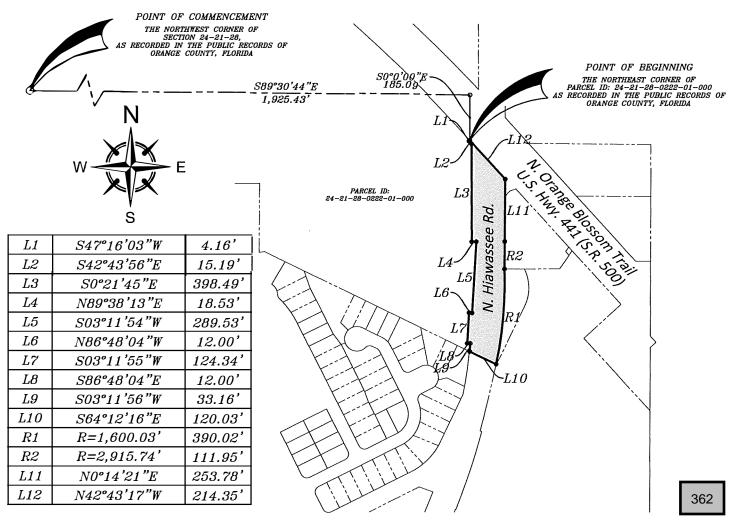
Description of public "Right-of-Way": N. Hiawassee Rd.

Owner: Orange County

A public Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 24-21-28, as recorded in the Public Records of Orange County, Florida; thence South 89°30'44" East, a distance of 1,925.43 feet along the Northern line of said section; thence South 0°00'00" East, a distance of 185.09 feet to the Northeast corner of Parcel ID: 24-21-28-0222-01-000; said point being the POINT OF BEGINNING; thence South 47°16'03" West, a distance of 4.16 feet; thence South 42°43'56" East, a distance of 15.19 feet; thence South 0°21'45" East, a distance of 398.49 feet; thence North 89°38'13" East, a distance of 18.53 feet; thence South 03°11'54" West, a distance of 289.53 feet; thence North 86°48'04" West, a distance of 12.00 feet; thence South 03°11'55" West, a distance of 124.34 feet; thence South 86°48'04" East, a distance of 12.00 feet; thence South 03°11'56" West, a distance of 33.16 feet; thence South 64°12'16" East, a distance of 120.03 feet; thence a distance of 390.02 feet along a radius of 1,600.03 feet; thence a distance of 111.95 feet along a radius of 2,915.74 feet; thence North 0°14'21" East, a distance of 253.78 feet; thence North 42°43'17" West, a distance of 214.35 feet.

Containing 104,929.07 square feet (2.409-Acres), more or less.



This document does not represent a Boundary Survey.

Exhibit 2-B

Description of public "Right-of-Way": Lust Rd. Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 07-21-28, as recorded in the Public Records of Orange County, Florida; thence North 0°08'12" West, a distance of 65.94 feet along the Eastern line of said section; thence North 90°00'00" West, a distance of 2,680.41 feet, to the Southeast corner of Parcel ID: 07-21-28-1390-00-008; said point being the POINT OF BEGINNING; thence South 89°39'49" West, a distance of 2,601.35 feet; thence South 0°23'14" West, a distance of 30.00 feet; thence North 89°39'49" East, a distance of 330.12 feet; thence South 0°20'10" East, a distance of 40.00 feet; thence North 89°39'49" East, a distance of 513.30 feet; thence North 21°53'52" West, a distance of 10.75 feet; thence North 89°39'49" East, a distance of 1,748.53 feet; thence South 01°08'20" West, a distance of 20.01 feet; thence North 89°39'54" East, a distance of 11.45 feet; thence North 01°40'03" East, a distance of 80.05 feet.

Containing 151,563.89 square feet (3.479-Acres), more or less.

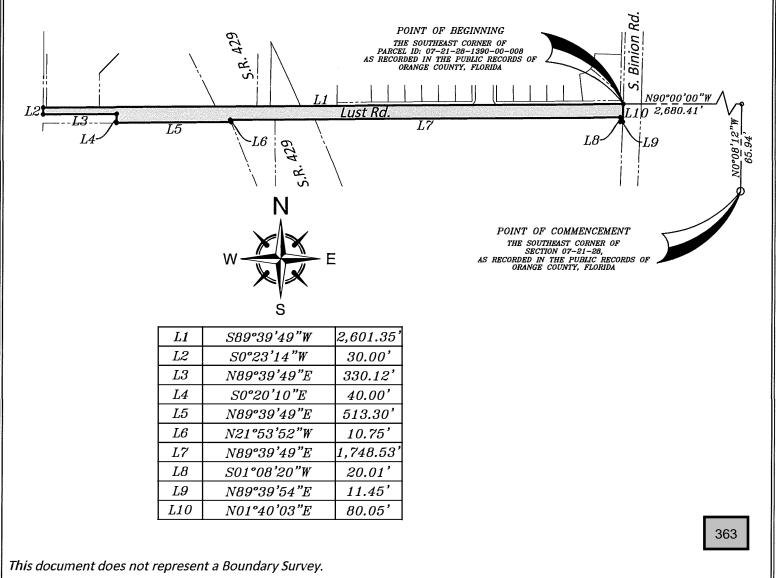


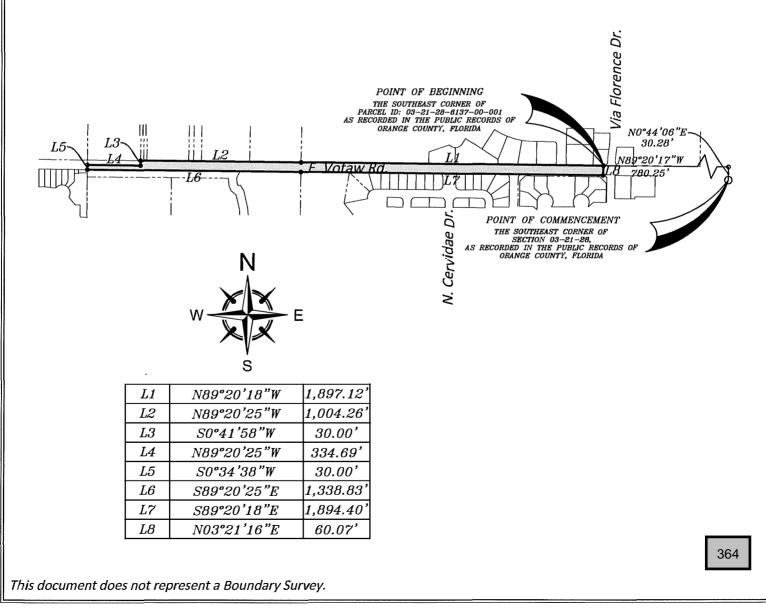
Exhibit 2-C

Description of public "Right-of-Way": E. Votaw Rd. Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 03-21-28, as recorded in the Public Records of Orange County, Florida; thence North 0°44'06" East, a distance of 30.28 feet along the Eastern line of said section; thence North 89°20'17" West, a distance of 780.25 feet, to the Southeast corner of Parcel ID: 03-21-28-6137-00-001; said point being the POINT OF BEGINNING; thence North 89°20'18" West, a distance of 1,897.12 feet; thence North 89°20'25" West, a distance of 1,004.26 feet; thence South 0°41'58" West, a distance of 30.00 feet; thence North 89°20'25" West, a distance of 334.69 feet; thence South 0°34'38" West, a distance of 30.00 feet; thence South 89°20'25" East, a distance of 1,338.83 feet; thence South 89°20'18" East, a distance of 1,894.40 feet; thence North 03°21'16" East, a distance of 60.07 feet.

Containing 184,039.47 square feet (4.225-Acres), more or less.



Fxhibit 2-D

Description of public "Right-of-Wav": N. Christiana Ave.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 10-21-28, as recorded in the Public Records of Orange County, Florida; thence South 0°24'01" West, a distance of 1,319.98 feet along the Eastern line of said section; thence North 89°36'50" West, a distance of 1,309.20 feet, to the Northwest corner of Parcel ID: 10-21-28-6138-01-010; said point being the POINT OF BEGINNING; thence North 0°25'07" East, a distance of 552.94 feet; thence North 89°20'18" West, a distance of 5.00 feet; thence North 0°25'07" East, a distance of 718.51 feet; thence a distance of 39.37 feet along a radius of 25.01 feet; thence North 89°20'18" West, a distance of 105.00 feet; thence a distance of 39.16 feet along a radius of 25.00 feet; thence South 0°25'07" West, a distance of 1.217.08 feet; thence South 0°00'00" East, a distance of 54.95 feet; thence South 89°41'08" East, a distance of 59.60 feet.

Containing 74,343.43 square feet (1.707-Acres), more or less.

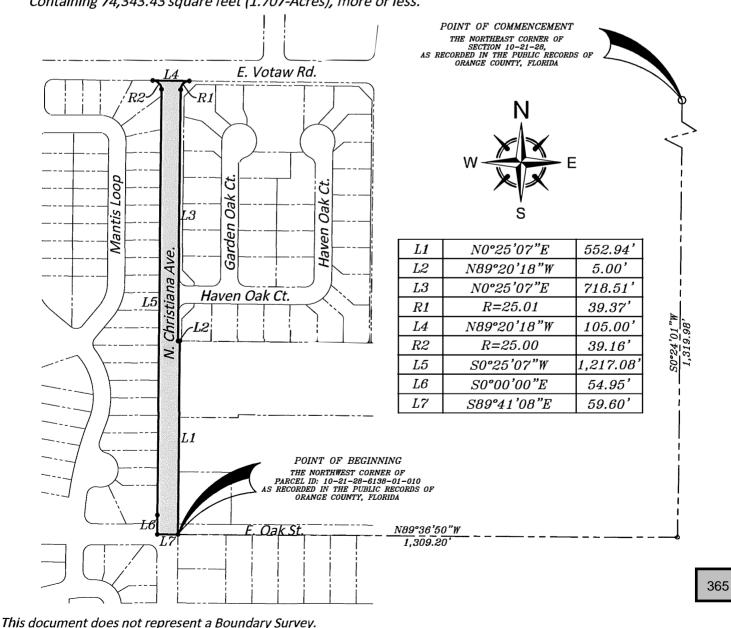


Exhibit 2-E

Description of public "Right-of-Way": S. Christiana Ave. Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 10-21-28, as recorded in the Public Records of Orange County, Florida; thence North 89°30'28" West, a distance of 1,326.62 feet along the Southern line of said section; thence North 0°46'14" East, a distance of 2,383.34 feet, to the Northeast corner of Parcel ID: 10-21-28-5540-04-101; said point being the POINT OF BEGINNING; thence South 89°42'49" East, a distance of 59.98 feet; thence North 0°00'00" East, a distance of 29.67 feet; thence North 0°49'01" East, a distance of 210.82 feet; thence North 90°00'00" West, a distance of 39.55 feet; thence North 0°00'00" East, a distance of 39.97 feet; thence South 89°57'26" West, a distance of 19.36 feet; thence South 0°50'03" West, a distance of 280.16 feet.

Containing 15,097.12 square feet (0.347-Acres), more or less.

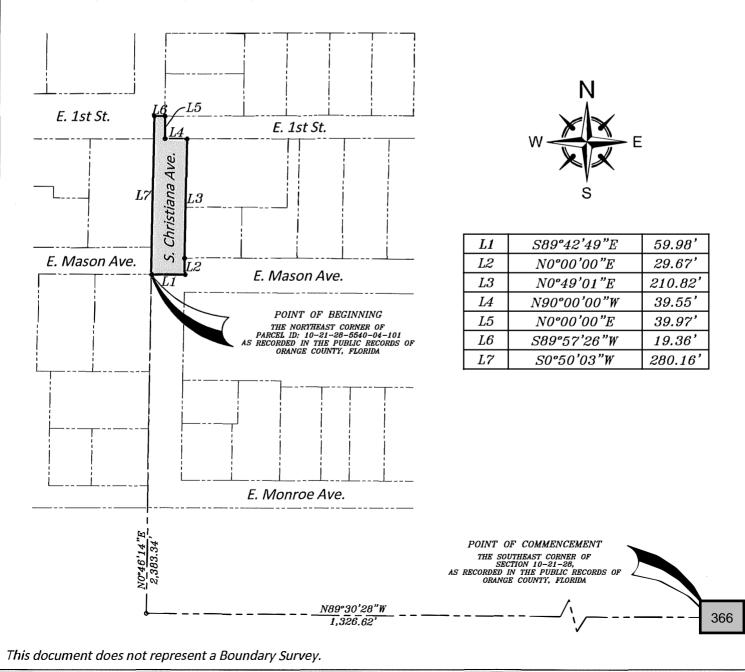


Exhibit 2-F

Description of public "Right-of-Way": Vick Rd.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 04-21-28, as recorded in the Public Records of Orange County, Florida; thence South 89°45'11" East, a distance of 20.29 feet along the Northern line of said section; thence South 0°00'00" East, a distance of 1,267.97 to the Northwest corner of Parcel ID: 04-21-28-0000-00-003; said point being the POINT OF BEGINNING; thence South 0°12'41" West, a distance of 547.24 feet; thence North 90°00'00" West, a distance of 25.00 feet; thence North 0°12'41" East, a distance of 547.25 feet; thence South 89°57'43" East, a distance of 25.00.

Containing 13,681.02 square feet (0.314-Acres), more or less.

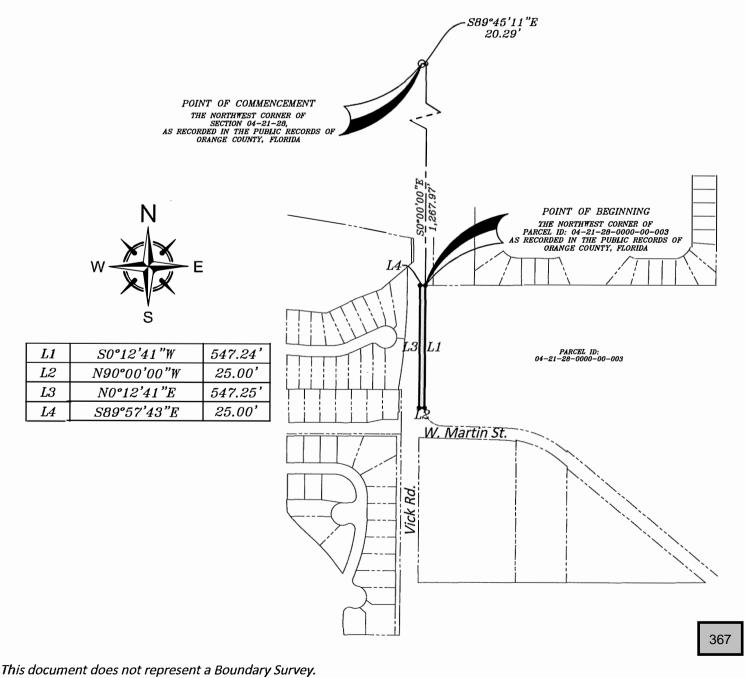


Exhibit 2-G

Description of public "Right-of-Way": W. Martin St.

Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 04-21-28, as recorded in the Public Records of Orange County, Florida; thence North 0°15'50" East, a distance of 3,293.73 feet along the Western line of said section, to the Northwest corner of Parcel ID: 04-21-28-0000-00-027; said point being the POINT OF BEGINNING; thence North 0°12'42" East, a distance of 132.12 feet; thence North 90°00'00" East, a distance of 25.00 feet; thence a distance of 123.39 feet along a radius of 79.85 feet; thence South 88°19'28" East, a distance of 280.19 feet; thence a distance of 307.32 feet along a radius of 457.04 feet; thence North 0°11'17" East, a distance of 7.23 feet; thence South 50°13'09" East, a distance of 877.52 feet; thence South 75°20'51" East, a distance of 61.01 feet; thence South 82°32'53" West, a distance of 112.65 feet; thence North 50°37'40" West, a distance of 43.86 feet; thence a distance of 215.51 feet along a radius of 407.04 feet; thence South 0°10'55" West, a distance of 5.07 feet; thence a distance of 307.34 feet; thence a distance of 43.86 feet; thence a distance of 215.51 feet along a radius of 407.04 feet; thence South 0°10'55" West, a distance of 5.07 feet; thence a distance of 5.73 feet along a radius of 402.10 feet; thence North 88°19'28" West, a distance of 307.34 feet.

Containing 91,600.97 square feet (2.103-Acres), more or less.

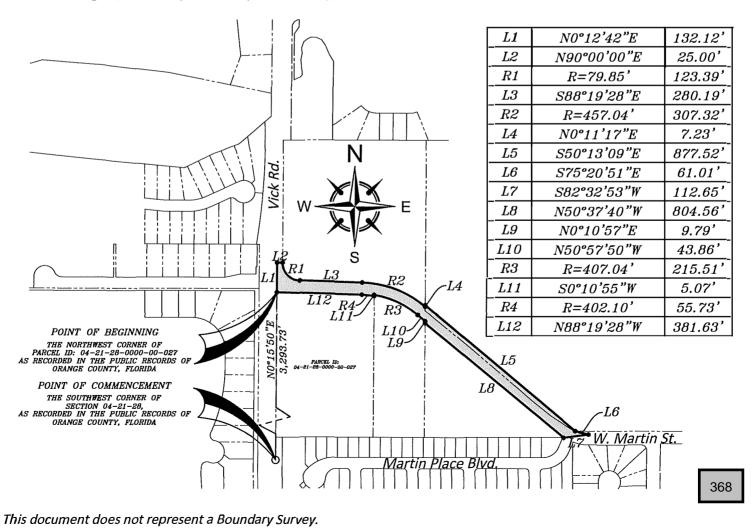


Exhibit 2-H

Description of public "Right-of-Way": E. Nancy Lee Ln. Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 33-20-28, as recorded in the Public Records of Orange County, Florida; thence North 0°11'41" East, a distance of 744.28 feet along the Eastern line of said section; thence North 89°58'02" West, a distance of 40.03 feet, to the Northeast corner of Parcel ID: 33-20-28-0000-00-060; said point being the POINT OF BEGINNING; thence North 09°16'18" West, a distance of 60.80 feet; thence North 89°58'02" West, a distance of 622.64 feet; thence South 0°27'03" West, a distance of 60.00 feet; thence South 89°58'02" East, a distance of 632.91 feet.

Containing 37,666.54 square feet (0.865-Acres), more or less.

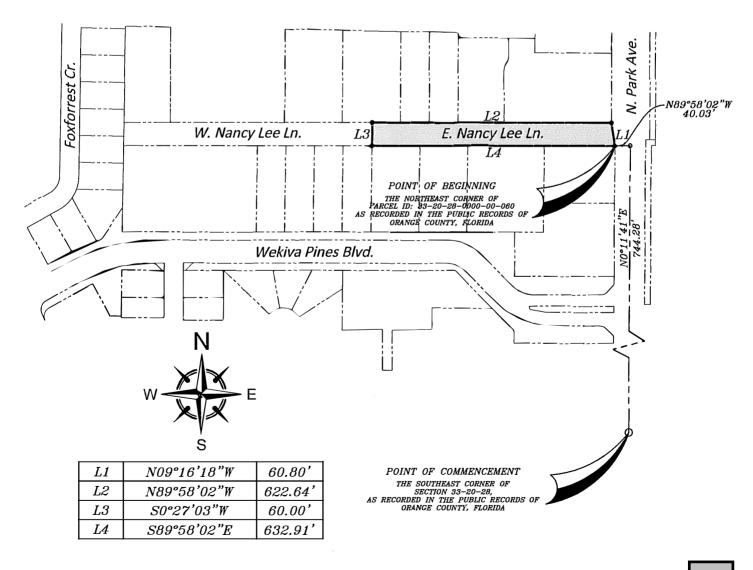


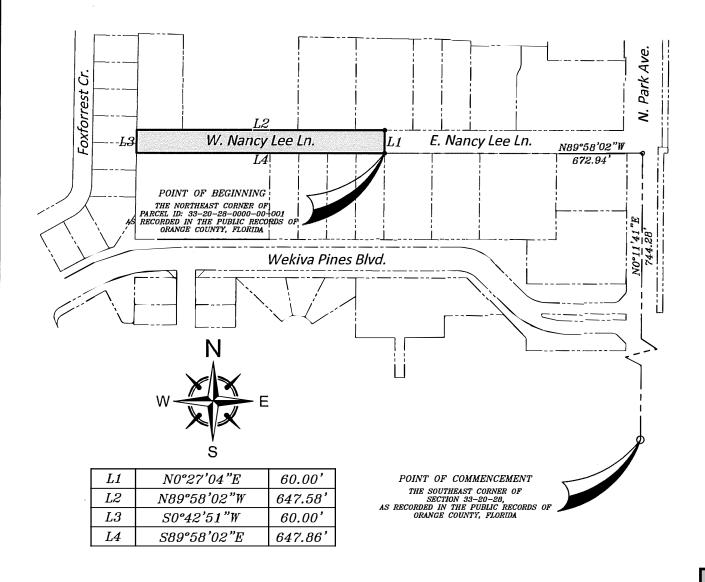
Exhibit 2-I

Description of public "Right-of-Way": W. Nancy Lee Ln. Owner: Orange County

A public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 33-20-28, as recorded in the Public Records of Orange County, Florida; thence North 0°11'41" East, a distance of 744.28 feet along the Eastern line of said section; thence North 89°58'02" West, a distance of 672.94 feet, to the Northeast corner of Parcel ID: 33-20-28-0000-00-001; said point being the POINT OF BEGINNING; thence North 0°27'04" East, a distance of 60.00 feet; thence North 89°58'02" West, a distance of 647.58 feet; thence South 0°42'51" West, a distance of 60.00 feet; thence South 89°58'02" East, a distance of 647.86 feet.

Containing 38,863.33 square feet (0.892-Acres), more or less.





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS X OTHER: RESOLUTION MEETING OF: September 5, 2018 FROM: Public Services EXHIBITS: Resolution No. 2018-14

SUBJECT: RESOLUTION NO. 2018-14 GRANTING A NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA TO J J'S WASTE & RECYCLING LLC

REQUEST: ADOPT RESOLUTION NO. 2018-14

SUMMARY:

Chapter 66, Article III, of the Code of Ordinances of the City of Apopka, provides for private refuse collection service through the granting of a non-exclusive franchise for roll-off container collection in the City. The minimum amount the City is to receive is \$960.00 per year for this agreement.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Adopt Resolution No. 2018-14.

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

RESOLUTION NO. 2018-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE TO J J'S WASTE & RECYCLING LLC, TO PROVIDE "ROLL-OFF" CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA, FLORIDA, PURSUANT TO CITY OF APOPKA, CODE OF ORDINANCES, CHAPTER 66, ARTICLE III; PROVIDING FOR THE TERM OF YEARS FOR THE FRANCHISE; PROVIDING FOR FRANCHISE FEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 66, Article III, of the Code of Ordinances of the City of Apopka, Florida, provides for private refuse collection service through the granting of non-exclusive franchise(s) for roll-off containers, and is hereinafter referred to as Chapter 66, Article III; and

WHEREAS, Chapter 66, Article III grants the City Council of the City of Apopka, Florida, the power, right and authority to contract by resolution with persons thereby granting non-exclusive franchise(s) to provide "roll-off" container collection and disposal of waste within the City of Apopka, Florida; and

WHEREAS, Chapter 66, Article III provides for City requirements, outlining Franchisee's duties, providing the terms and conditions under which such franchise shall operate.

WHEREAS, Chapter 66, Article III enables the City Council of the City of Apopka, Florida, to enter into a contract with persons desiring a franchise to provide roll-off container collection and disposal of waste within the City of Apopka; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apopka, Florida, that:

SECTION I. GRANT AND TERM.

That the City Council of the City of Apopka, Florida, extends a non-exclusive franchise to:

J J'S WASTE & RECYCLING LLC

a Florida corporation whose business address is:

2715 Staten Road Orlando, FL 32804

Hereinafter referred to as Grantee, to provide roll-off container collection and disposal of waste within the corporate limits of the City of Apopka, Florida, under the terms set out in Chapter 66, Article III.

The term of this franchise will begin on <u>September 5, 2018</u> and end on <u>September 4, 2021</u> (The term may be extended for an additional two (2) years, at the sole option of the City, by written notice to the franchisee not less than thirty (30) days prior to the expiration of the current term.)

SECTION II. COMPLIANCE WITH ORDINANCE AND RESOLUTION.

That the City of Apopka, Florida, and the Grantee of the franchise shall comply with all of the terms and conditions as set forth in Chapter 66, Article III, and this Resolution. A failure by the Grantee to comply with the terms and conditions of Chapter 66, Article III and/or all ordinances and resolutions of the City of Apopka, and/or the laws of the State of Florida or the United States, shall be grounds for the immediate revocation of the Franchise.

Payment of Franchise Fees shall be made payable to the City of Apopka, and mailed to

City of Apopka, Attention: Accounts Payable, 120 E Main St Apopka, Florida, 32703.

The fee for administrative and inspection costs and expenses shall be credited against the charges.

SECTION III. ENFORCEMENT.

The Mayor or his designee is hereby authorized to enforce the non-exclusive franchise granted by this Resolution for the City of Apopka.

SECTION IV. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption, and the non-exclusive franchise granted by this Resolution shall be binding immediately on the City and the Grantee upon the date those proper officers or authorities of each have duly executed this Resolution.

APPROVED by the City Council of the City of Apopka, Florida, and this 5th day of September 2018.

CITY OF APOPKA, FLORIDA

ATTEST:

Bryan Nelson, Mayor

Linda F. Goff, City Clerk

ACCEPTANCE BY FRANCHISEE

The foregoing RESOLUTION NO. <u>2018-14</u> and the NON-EXCLUSIVE FRANCHISE provided for therein, and all the terms and conditions thereof, are hereby accepted, approved, and agreed to this sixth day of September, 2018

J J'S WASTE & RECYCLING LLC

Signature

Printed Name

Title

STATE OF FLORIDA COUNTY OF ORANGE

Sworn to and subscribed before me this _____ day of September 2018, by

Notary Public, State of Florida

Printed Name of Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Resolution No. 2018-15

MEETING OF: September 5, 2018 FROM: Finance Department EXHIBITS: Exhibit A

SUBJECT: RESOLUTION NO. 2018-15 – AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018

<u>REQUEST:</u> REQUEST COUNCIL ADOPT RESOLUTION NO. 2018-15 TOTALING \$50,000.00 <u>SUMMARY</u>:

On September 27, 2017, by Resolution No. 2017-17, the City Council adopted the final budgets for fiscal year 2017/2018. The City has committed to expenditures and has experienced unanticipated revenues/expenditures through the current fiscal year that need to be reflected in the current budget. Florida Statutes, Section 166.241(4) requires the governing body amend the budget in the same manner as the original budget is adopted.

Exhibit A – This amendment includes changes for the funding and appropriation of the Florida Department of Environmental Protection Recreational Apopka Athletic Complex project in the amount of \$50,000.00. The council approved this grant on July 18, 2018.

FUNDING SOURCE:

FY 2017 - 2018 Budget Amendment for the project will be funded solely from the grant award. The Grant Fund appropriations and revenue which will be increased to include the amounts included in Exhibit A.

RECOMMENDATION ACTION:

Adopt Resolution No. 2018-15

DISTRIBUTION

Mayor Nelson Commissioners City Administrator Community Development Director Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief

RESOLUTION NO. 2018-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that

the Budget for Fiscal Year 2017/2018 should be amended; and

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body

amend the budgets in the same manner as the original budget is adopted; and

WHEREAS, the City Council adopted the final budgets for fiscal year 2017/2018

through resolution on September 27, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF

THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1: That the Budget for the City of Apopka, Florida, and Fiscal Year 2017/2018 is hereby amended as indicated in Exhibit A – with an amendment totaling \$50,000.00 which are hereby attached and made part of this Resolution by reference thereto.

SECTION 2: Effective Date. This Resolution shall take effect upon final passage and adoption.

ADOPTED THIS 5TH DAY OF September, 2018

CITY OF APOPKA, FLORIDA

BRYAN NELSON, MAYOR

ATTEST:

LINDA F. GOFF, CITY CLERK

EXHIBIT A CITY OF APOPKA BUDGET AMENDMENT <u>09/5/18</u>

Date : _____ Prepared by: _____ Approved by: _____ Entry Code: _____

Date Entered: Entered By: Batch #: Posted By:

ACCOUNT NUMBER	J/E DESCRIPTION	ТО	FROM
150-334-7004	STATE GRANT - DEP FRDAP - APOPKA ATHLETIC COMPLEX	10	50,000.00
150-3514-572-6304	IMPROVEMENTS-RECREATION APOPKA ATHLETIC COMPLEX	50,000.00	,
	FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FO OUNCIL ON JULY 18, 2018 FOR THE APOPKA ATHLETIC COMPLEX. IEW CONSTRUCTION.		
		50.000.00	F0 000 00
	TOTAL	50,000.00	50,000.00
COMMENTS:	RESOLUTION 2018-15		



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Resolution No. 2018-16

MEETING OF: September 5, 2018 FROM: Finance Department EXHIBITS: Exhibit A

- **SUBJECT:** RESOLUTION NO. 2018-16 AMENDING #2 THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE SECOND AMENDMENT TO THE ORIGINAL LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.
- **REQUEST:** REQUEST COUNCIL APPROVE RESOLUTION NO. 2018-16 AUTHORIZING AMENDMENT #2 REGARDING PROJECT NO. WW48021 FINANCING WITH THE STATE REVOLVING FUND LOAN PROGRAM WITH THIS FINAL AMENDMENT FOR THE FINAL \$20,000,000 IN AVAILABLE FINANCING.

SUMMARY:

Staff previously explored finance alternatives for the finance of the Water Reclamation Facility expansion and improvement and it was determined that the State Revolving Fund Loan Program through the Florida Department of Environmental Protection (FDEP) was the best savings which was estimated at approximately \$20M. This is the final amendment for the remaining \$20,000,000 as described below:

PROJECT COSTS					
CATEGORY		PROJECT COSTS (\$)			
Construction and Demolition		60,000,000.00			
Contingencies		3,500,000.00			
Technical Services		1,500,000.00			
SUBTOTAL (Disbursable Amount)		65,000,000.00			
Capitalized Interest		306,700.00			
TOTAL (Loan Principal Amount)		65,306,700.00			

FUNDING SOURCE:

This project is being financed from the State Revolving Loan Program.

RECOMMENDATION ACTION:

Adopt Resolution No. 2018-16 for Amendment #2 to the loan agreement for Project No. WW48021.

DISTRIBUTION Mayor Nelson Commissioners City Administrator Community Development Director

Finance Director HR Director IT Director Police Chief

Public Services Director **Recreation Director** City Clerk Fire Chief



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

> Noah Valenstein Secretary

August 8, 2018

Ms. Pamela Barclay, CPA Finance Director City of Apopka Post Office Box 1229 Apopka, Florida 32704

Re: WW480211 – Apopka Treatment Facilities

Dear Ms. Barclay:

Attached is a copy of proposed Amendment 2 to the City's State Revolving Fund loan agreement. The amendment provides an additional \$20,000,000 for this project.

Please have the appropriate officials sign and seal three copies, and return them to us within **three** weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will arrange for the documents to be signed and mail a fully executed original to you.

If you have any questions about this amendment, please call Megan Strohl at (850)245-2899.

Sincerely,

Ungele Knecht

Angela Knecht, Program Administrator State Revolving Fund Management

AK/ms

Attachment

cc: Glenn Irby – City of Apopka R. Jay Davoll – City of Apopka

AMENDMENT 2 TO LOAN AGREEMENT WW480211 CITY OF APOPKA

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and the CITY OF APOPKA, FLORIDA, (the "Local Borrower") existing as a local governmental agency under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW480211, as amended, authorizing a Loan amount of \$45,000,000, excluding Capitalized Interest; and

WHEREAS, the Local Borrower is entitled to additional financing of \$20,000,000, excluding Capitalized Interest; and

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.04 is deleted and replaced as follows:

The Local Borrower agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the					
Following Resources Subject to Section 215.97, F.S.:					
State			CSFA Title or		State
Program		CSFA	Fund Source	Funding	Appropriation
Number	Funding Source	Number	Description	Amount	Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$65,000,000	140131

(2) Audits.

(a) In the event that the Local Borrower expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Borrower, the Local Borrower must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of

Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Borrower shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Borrower shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Borrower expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the \$750,000 threshold has not been met. In the event that the Local Borrower expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Borrower's resources obtained from other than State entities).

(d) The Local Borrower is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Borrower should access the Florida Single Audit Act website located at <u>https://apps.fldfs.com/fsaa</u> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Borrower <u>directly</u> to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director Florida Department of Environmental Protection Office of the Inspector General, MS40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-30000

or

Electronically: <u>FDEPSingleAudit@dep.state.fl.us</u>

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Borrower <u>directly</u> to the Department at the following address:

By Mail:

Audit Director Florida Department of Environmental Protection Office of the Inspector General 3900 Commonwealth Boulevard, MS 40 Tallahassee, Florida 32399-3123

or

Electronically: FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Borrower in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that audit papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

2. Article VI is deleted and replaced as follows:

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Borrower, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local

Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency, or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Borrower by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Borrower to give immediate written notice of its knowledge of a potential default or an event of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Borrower, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

3. Section 8.12 is deleted and replaced as follows:

8.12. SCRUTINIZED COMPANIES.

(1) The Local Borrower certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower or its subcontractors are found to have submitted a false certification; or if the Local Borrower, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Borrower certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Borrower, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Borrower agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

4. Section 8.13 is added to the Agreement as follows:

8.13. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Borrower under this Agreement in the following events, as determined by the Department:

(1) Local Borrower abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Borrower is rendered improbable or the Department has reasonable grounds to be insecure in the Local Borrower's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Borrower in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Borrower of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

The Local Borrower shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from the Local Borrower prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by the Local Borrower, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

5. Additional financing in the amount of \$20,000,000, excluding Capitalized Interest, is hereby awarded to the Local Borrower.

6. A Financing Rate of 0.92 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.46 percent per annum and the Grant Allocation Assessment rate is 0.46 percent per annum. However, if this amendment is not executed by the Local Borrower and returned to the Department before October 1, 2018, the Financing Rate may be adjusted.

7. The estimated principal amount of the Loan is hereby revised to \$65,306,700, which consists of \$65,000,000 authorized for disbursement to the Local Borrower and \$306,700 of Capitalized Interest. This total consists of the following:

(1) Original Agreement of \$25,162,300, including \$25,000,000 authorized for disbursement to the Local Borrower and \$162,300 of Capitalized Interest, at a Financing Rate of 0.66 percent per annum (the interest rate is 0.33 percent per annum and the Grant Allocation Assessment rate is 0.33 percent per annum); and

(2) Amendment 1 of \$20,098,800, including \$20,000,000 authorized for disbursement to the Local Borrower and \$98,800 of Capitalized Interest, at a Financing Rate of 0.71 percent per annum (the interest rate is 0.355 percent per annum and the Grant Allocation Assessment rate is 0.355 percent per annum); and

(3) Amendment 2 of \$20,045,600, including \$20,000,000 authorized for disbursement to the Local Borrower and \$45,600 of Capitalized Interest, at a Financing Rate of 0.92 percent per annum (the interest rate is 0.46 percent per annum and the Grant Allocation Assessment rate is 0.46 percent per annum).

8. An additional Loan Service Fee in the amount of \$400,000, for a total of \$1,300,000, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$65,000,000.

9. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$1,797,290. Such payments shall be paid to, and must be received by the Trustee beginning on September 15, 2019 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$66,606,700, which consists of the Loan principal plus the estimated Loan Service Fee.

10. Section 10.06 PROJECT RELATED COSTS are revised as follows:

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department.

Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Borrower's Project audit or a Department audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The Local Borrower agrees to the following estimates of Project costs:

PROJECT COSTS

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	60,000,000
Contingencies	3,500,000
Technical Services	1,500,000
SUBTOTAL (Disbursable Amount)	65,000,000
Capitalized Interest	306,700
TOTAL (Loan Principal Amount)	65,306,700

11. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement WW480211 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Chief Executive Officer of the Corporation.

for FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Date

Reviewed and approved by the Corporate Secretary

for CITY OF APOPKA

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Secretary or Designee

RESOLUTION NO. 2018-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN **PROGRAM:** MAKING FINDINGS; AUTHORIZING THE SECOND AMENDMENT TO THE ORIGINAL LOAN **AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING** AUTHORIZED **REPRESENTATIVES:** PROVIDING CONFLICTS, **ASSURANCES:** PROVIDING FOR SEVERABILITY. AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, The City is authorized by provision of Chapter 166, Florida Statutes, and other applicable provisions of law to, amount other things, acquire, construct, equip, own, sell, lease, operate and maintain various capital improvements and public facilities to promote the health, welfare and economic prosperity of the residents of the City and to borrow money to finance and refinance the acquisition, construction, equipping and maintenance of such capital improvements and public facilities.

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW48021 as eligible for available financing previously authorized a loan amount of \$45,000,000, excluding Capitalized Interest; and

WHEREAS, the City of Apopka, Florida, intends to enter into an amended loan agreement entitling additional financing of \$20,000,000, excluding Capitalized Interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1: The City agrees to the following estimates of Project costs:

PROJECT COSTS					
CATEGORY		PROJECT COSTS (\$)			
Construction and Demolition	\$	60,000,000.00			
Contingencies		3,500,000.00			
Technical Services		1,500,000.00			
SUBTOTAL (Disbursable Amount)		65,000,000.00			
Capitalized Interest		306,700.00			
TOTAL (Loan Principal Amount)	\$	65,306,700.00			

SECTION 2: All other terms and provisions of the Loan Agreement shall remain

in effect.

SECTION 3: Effective Date. This Resolution shall take effect upon final

passage and adoption.

ADOPTED THIS 5TH DAY OF September, 2018

CITY OF APOPKA, FLORIDA

BRYAN NELSON, MAYOR

ATTEST:

LINDA F. GOFF, CITY CLERK