

APOPKA CITY COUNCIL AGENDA

November 07, 2018 1:30 PM APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER INVOCATION PLEDGE

APPROVAL OF MINUTES:

- 1. City Council regular meeting October 17, 2018.
- 2. City Council/Planning Commission joint workshop October 18, 2018.

AGENDA REVIEW

EMPLOYEE RECOGNITION:

- ❖ Antonio Batista Fire / EMS Five Year Service Award
- ❖ Haley R. Lovell Police / Communications Five Year Service Award
- Mandy E. Mathis Fire / EMS Five Year Service Award
- Donna L. Saladin Police / Communications Five Year Service Award
- Dylan C. Spencer Fire / EMS Five Year Service Award
- ❖ Jason C. Watson Fire / EMS Ten Year Service Award
- ❖ Dwight L. Ashton Fire / EMS Fifteen Year Service Award

PROCLAMATIONS:

1. Recognition of Apopka as a Purple Heart City.

Mayor Nelson

PRESENTATIONS:

1. Waste Water Plant Expansion.

Jav Davoll

Debt Overview Presentation.

Jamie Roberson/Hilltop Securities

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 calendar year 2019 Floating Holiday.
- 2. Authorize the presentation of service weapons to retired members of the Police Department.
- 3. Authorize expenditures from Law Enforcement trust funds for investigative buys and undercover operations.
- 4. Authorize the purchase of herbicide for Lake McCoy in coordination with Orange County.
- 5. School Concurrency Agreement with Apopka Farms.
- 6. Sewer and Water Capacity Agreement with San Sebastian Reserve.
- 7. Sewer and Water Capacity Agreement with Vista Reserve.
- 8. Approve the first extension of two continuing service contracts for Geotechnical and Environmental Engineering Services.
- 9. Approve the first extension of multiple continuing service contracts for Professional Engineering Services.
- 10. Authorize a purchase for an emergency purchase of a mobile pump for the Utility Maintenance Division.
- 11. Authorize the purchase of two new replacement pumps for sewer lift stations utilizing the Florida Sheriffs Association Contract.
- 12. Authorize a purchase for an emergency repair at the North Shore Reuse Water Pump Station.
- 13. Authorize the purchase of vehicles and equipment utilizing the Florida Sheriffs Association Contract.
- 14. Authorize the issuance of blanket purchase orders for the Utilities and Sanitation Divisions.

BUSINESS (Action Item)

1. UCF Incubator lease and renovations.

Jim Hitt

Jean Sapel

2. Final Development Plan – 7-Eleven Rebuild Project: 7-Eleven Inc. c/o Craig Cornelison, P.E. Location: 2229 East Semoran Boulevard 3. Final Development Plan – Apopka Business Complex Addition

Project: Little Brownie Properties, Inc. Location: 1350 Sheeler Avenue

Final Development Plan – Meadow View Apartments

Pam Richmond

Project: Allonde Development, LLC

Location: 1611 Vick Road

5. Final Development Plan – Sterling Title Jean Sanchez

Project: Prograde Homes, Inc., c/o Bryan Blake

Location: 217 South Highland Avenue

6. Final Development Plan/Plat – Carriage Hill, Phase II Subdivision Jean Sanchez

Project: JTD Land at Rogers Rd, LLC

Location: 1455 West Lester Road and West Lester Road

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2657 – Second Reading – Right-of-Way Vacate - Fronds Road Pam Richmond

Project: Mid-Florida Freezer Warehouse Ltd., c/o Pat Lee

Location: South of U.S. Highway 441, East of Hermit Smith Road and West of US 441

2. Ordinance No. 2680 – Second Reading – Utility Easement Vacate Phil Martinez

Project: Willie and Cynthia Mcinvale

Location: 1541 Islay Court

3. Resolution 2018-23 - FY17/18 Budget Amendment. Jamie Roberson

4. Resolution 2018-24 - FY18/19 Budget Amendment. Jamie Roberson

CITY ADMINISTRATOR REPORT

1. Appointment of Brian Forman as the Recreation Director.

1. Alcoholic Beverage Ordinance: Hours of Sale.

CITY COUNCIL REPORTS

MAYOR'S REPORT

Framed 1951 Towne of Apopka Municipal Bond donated anonymously to the City of Apopka.

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
November 7, 2018	1:30pm –	City Council Meeting
November 7, 2018	6:00pm –	Vietnam Traveling Memorial Wall – Kit Land Nelson Park
November 12, 2018	-	City Offices Closed in observance of Veterans Day
November 12, 2018	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
November 13, 2018	5:30pm – 7:30pm	Planning Commissioner Meeting
November 17, 2018	11:00am – 12:00pm	Cookies & Milk with a Cop – NW Orange/Apopka Library
November 20, 2018	6:00pm –	Code Enforcement Hearing
November 21, 2018	-	Cancelled: City Council Meeting
November 22, 2018	-	City Offices Closed in observance of Thanksgiving
November 23, 2018	-	City Offices Closed in observance of Thanksgiving
November 26, 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 opening of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion 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 Pleage of Allegiance.

Jean Sanchez

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Commissioner Becker

CIITY OF APOPKA

Minutes of the regular City Council meeting held on October 17, 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: Teresa Sargeant - The Apopka Chief

INVOCATION: - Mayor Nelson called on Pastor Waldemar Sarrano, of Bethany World Ministries, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Nelson introduced Heather Thompson, an 8th grader at Wolf Lake Middle who led in the Pledge of Allegiance. She said on this day in 1931, one of our country's most notorious gangsters was sentenced to eleven years in prison. His criminal acts included gambling, alcohol smuggling, and prostitution. However, he was only convicted for tax evasion. So, who am talking about? That is right! Scarface himself, Al Capone.

Mr. Capone was born on January 17, 1899 in Brooklyn, New York. He was expelled from school at age 14 and became involved in gangs. He continued joining bigger criminal organizations until he was in the Five Points Gang. While still in New York, Al married Mae Coughlin and had one child. When the 1920's rolled around, he moved to Chicago, by invitation from Johnny Torrio, the leader of a huge illegal enterprise. Torrio retired, which left Capone in charge in 1925. Mr. Capone became Chicago's "crime king" by taking out his competitors through gangland battles and slayings. One of which being the St. Valentine's Day Massacre in 1929. Soon enough, by the 1930's, Al was at the top of the F.B.I.'s "Most Wanted" list. At this point in his life, his notoriety was at a national level. At first, he avoided jail time by intimidating witnesses, bribing government officials, and having various hideouts. His time came when a group of officers, nicknamed "the Untouchables", routinely broke up his illegal businesses. Finally, they caught him on tax evasion. This landed Al Capone into prison on an eleven-year sentence. Scar-faced served a part of his time in the federal prison in Atlanta, but accusations of special treatment landed him in Alcatraz. He wasn't there too long though, because of his good behavior he was released in 1939, 3 years before he was scheduled. After being released from prison, Al Capone had health problems, and ended up dying from pneumonia in 1947 in Palm Beach, Florida. At his time of death, his net worth estimated to be about one hundred thousand dollars, which would be over \$1.1 billion today. Overall, on this day, October 17,1931, one of our country's biggest criminals went to jail, all because he didn't pay his taxes.

Commissioner Becker recognized Boy Scout Troop 880. He said they were here to observe our City Council meeting as a requirement of one of the ranks they are working toward.

APPROVAL OF MINUTES:

1. City Council regular and budget hearing meeting October 3, 2018.

MOTION by Commissioner Bankson, and seconded by Commissioner Becker, to approve the minutes of October 3, 2018 as presented. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith and Nolan voting aye.

AGENDA REVIEW – There were no changes.

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT PROCLAMATION:

Mayor Nelson read a proclamation into the record stating Rotary International, founded February 23 1905, in Chicago, IL, is the world's first and one of the largest nonprofit service organizations. The Rotary moto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world. He recognized October 24, 2018 as Rotary Polio Plus Day in Apopka.

PRESENTATIONS:

- 1. Presentation of check donations from the Elks Lodge 2422 for the Police and Fire Departments. Gene Knight, representing Elks Lodge 2422, presented a check for \$1,000 to the Police Department for Community Outreach. He presented a check for \$1,000 to the Fire Department for smoke detectors.
- 2. Appraisal and conditions for the property at 5th Street and Park Ave.

 Jim Hitt, Community Development Director, provided an update regarding the property at 5th Street and Park Avenue. He stated this was a multi-tenant building over 20,000 square feet, and built in 1963. He advised the appraisal came in at \$825,000, and the advertised price is \$850,000. He said that Ray Marsh, Building Official and Assistant Fire Chief inspected the building and advised that the block construction is not concrete blocks as utilized in today's construction. They recommended a structural evaluation to make sure the building is safe. Several issues pointed out such as roof leaks, stating the roof would more than likely need replacing and there was mold and mildew present. The recommendation is that the entire building be brought into commercial grade compliance. The overhang was in distress and should be inspected by a constructional engineer. The building and bathrooms would need to be brought into ADA compliance. It is estimated to bring the building up to code would cost \$750,000 to \$1 million.

Commissioner Becker said the property was more attractive to him without the building on it. He stated knowing we have the Station Street property that will be going out to RFP, was there any opportunity to enter into a letter of intent with the current owner for negotiated ideas in parlaying that with the RFP process. He said this would be nonbinding on the City, but would provide comfort to the current owner regarding our interest on the property since it is strategic to the downtown plans.

Discussion ensued regarding the possibility of demolition and looking for a developer interested in developing this area to tie into the City plans of the area. Parking was also discussed and the possibility of utilizing the public parking lot.

Commissioner Nolan reiterated that she did not want to move forward with spending money on this property after having raised taxes and had staff cut their budgets.

Commissioner Bankson said if this was going to be used for City purposes such as office space or expansion, it would be advantageous. He said the price was marketable for private development and he would lean toward leaving this to the private sector.

Mr. Hitt said with the private sector there was CRA money that could be utilized toward that.

In response to Commissioner Becker, City Attorney Shepard he has seen letter of intents structured in the way he was describing. Mr. Shepard said it is a viable option, but the question is how long would the City be able to tie up this property in a letter of intent and at what price given the market conditions. He said they may need to come up with other types of CRA grants as incentives.

Following discussion, it was the consensus to have Mr. Hitt come back with more information and ideas with regard to a letter of intent, utilizing CRA incentives, and research what other municipalities have done in situations like this.

Public Comment: There were no public speakers.

CONSENT

1. Approve a contract with the Department of Corrections for an inmate work squad.

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

BUSINESS

 Master Plan/Preliminary Development Plan – Silver Oak – Minor Amendment Project: Development Solutions SH, LLC Location: North of East Keene Road and west of Sheeler Avenue

David Moon, Planning Manager, said this is a request by the developer and owner to amend development condition number six for the recreation and open space conditions within the master plan and preliminary development plan. He said a representative for Development Solutions, Debra Ushkowitz, is present and can address any questions. He reviewed the location of the development and the existing approved development that contains 116 lots in Phase 1, and Phase 2 is 66 lots for a total of 182 residential lots. The Final Development Plan was approved by Council in May 2016 and Phase 1, Plat 1 & 2 was approved November 2, 2016. He advised the first phase has been platted and based upon records from the Building Department there are approximately 19-25 certificate of occupancies. According to the developer, they have a number of contracts for future homes. The current condition states the recreation amenities are to be completed by the 50th certificate of occupancy. The request is to extend that number to 75 certificate of occupancies. DRC has not objection of extending this and requiring a performance bond to cover the cost of those recreation facilities. DRC has no objection to the amendment.

Debra Ushkowitz said there has been a small slowdown in sales, as well as trying to get the building design and contractors ready to go they are seeing significant delays. She stated they have designed the building, submitted that to the City and ready to start with building permits. She said they have 34 homes that are occupied and they have closer to 40 homes that are permitted. This is getting close to the CO limitation that would stop construction. She said they are moving forward with the amenities, but would like to avoid stopping sales and construction. She stated the bond will be established with City staff at the preconstruction meeting. She advised they are ready to start construction once the building permit is issued and they are finalizing an updated site plan and application for approval. She reiterated the purpose of this amendment is to avoid stopping sales and construction, stating they did not think that was good for the community or the project. She affirmed the funds are there and in place for the amenities, it is just going through the process of obtaining the building permits. She stated there is an annual HOA meeting that will be noticed shortly and they plan to have on the agenda the plans for the amenities and their plan for moving forward. She advised they have not received any complaints.

In response to Mayor Nelson inquiring as to the timeframe for the permitting process to start construction of amenities, Mr. Moon advised that late this afternoon the site plan for the clubhouse and pool were received. This will likely only require review by DRC and may take up to four weeks, they will hold the preconstruction meeting and move forward with construction.

Christian Swann, Surrey Homes, said there are 32 homes occupied, 3 models, and approximately 10 homes under construction, 1 permitted, 1 permit under review, and 3 permit applications to be submitted.

Discussion ensued as to whether the amendment was by the 75th CO or building permit. It was determined that the amendment is by the 75th building permit.

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 the Silver Oak Minor Amendment, as recommended by staff. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION

1. Ordinance No. 2673 – Second Reading – Land Development Code Amendment Article V. Section 5.05.00 - Floodplains. The City Clerk read the title as follows:

ORDINANCE NO. 2673

AN ORDINANCE BY THE APOPKA CITY COUNCIL, AMENDING THE APOPKA CODE OF ORDINANCES TO REPEAL LAND DEVELOPMENT CODE SECTION 5.05.00 FLOODPLAINS; TO ADOPT A NEW SECTION 5.05.00; TO AMEND LAND DEVELOPMENT CODE SECTION 1.08.13 DEFINITIONS; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A

FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

Mr. Earp 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 Smith to adopt Ordinance No. 2673. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

2. Ordinance No. 2678 – Second Reading – Change of Zoning/PUD Master Plan/Preliminary Development Plan. Project: Mid-Florida Freezer Warehouses LTD; Florida Express Trucking, Inc.; Eagles Landing at Ocoee, LLC.

Location: West side of SR 429, south of General Electric Road, and east of Hermit Smith Road. The City Clerk read the title as follows:

ORDINANCE NO. 2678

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM "COUNTY" A-1 (ZIP), "CITY" RESIDENTIAL SINGLE-FAMILY DISTRICT (R-1AA), "CITY" MIXED-EC (MIXED-USE), "CITY" AG (AGRICULTURE), AND "CITY" I-1 (RESTRICTED INDUSTRIAL DISTRICT) TO "CITY" PLANNED UNIT DEVELOPMENT (PUD), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SR 429, SOUTH OF GENERAL ELECTRIC ROAD, AND EAST OF HERMIT SMITH ROAD, COMPRISING 186.03 ACRES OR LESS, AND OWNED BY MID FLORIDA FREEZER MORE WAREHOUSES LTD; AND EAGLES LANDING AT OCOEE, LLC; **PROVIDING FOR DIRECTIONS** TO THE **COMMUNITY** DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Moon said this was before City Council on October 3, 2018, for a First Reading of the PUD zoning ordinance. He advised a Development Agreement is part of the review this evening. The recommendation is to take three actions; 1) Adopt Ordinance 2678; 2) Approve the Master Plan/Preliminary Development Plan/Preliminary Site Plan; and 3) Approve the Development Agreement. He advised the intent of the development agreement is to address the transportation improvements, zoning and development standards the applicant, developer, and future users are subject in what they are obligated to commit in terms of road improvements. It also addressing the timing of the dedication of right-of-way for the

realignment of Petersen Road and vacate of Petersen Road, dedication of the spine road right-of-way. He advised Exhibit C map would be placed prior to the Mayor signing the agreement.

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 Nolan to adopt Ordinance No. 2678. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

MOTION by Commissioner Nolan, and seconded by Commissioner Smith to approve the Master Plan/Predevelopment Plan/Final Development Plan. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

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

3. Ordinance No. 2681 – Second Reading – 2018 Annexation Cycle 5
Project: Construesse USA, Inc. Location: 2600 Rock Springs Road. The City Clerk read the title as follows:

ORDINANCE NO. 2681

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 LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY CONSTRUESSE USA, INC. AND LOCATED AT 2600 ROCK SPRINGS ROAD, PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Jean Sanchez, Planner, 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 Bankson, and seconded by Commissioner Becker to adopt Ordinance No. 2681. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

4. Ordinance No. 2657 – First Reading – Right-of-Way Vacate
Project: Mid-Florida Freezer Warehouse Ltd., c/o Pat Lee
Location: South of U.S. Highway 441, East of Hermit Smith Road and West of US 441.
The City Clerk read the title as follows:

ORDINANCE NO. 2657

AN ORDINANCE OF THE CITY OF APOPKA, TO VACATE A RIGHT OF WAY, KNOWN AS FRONDS ROAD LOCATED SOUTH OF U.S. HIGHWAY 441, EAST OF S.R. 429; IN SECTION 1, TOWNSHIP 21, RANGE 27, OF ORANGE COUNTY, FLORIDA; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS AND AN EFFECTIVE DATE.

Pam Richardson, Transportation Planner, said this item is for the First Reading for request to vacate a portion of Fronds Road right-of-way. She reviewed the location on a map and advised it is bound on the north, east, and south by the future Mid Florida Logistics Park. To the west Fronds Road continues to Hermit Smith Road. The recommendation is to accept the First Reading and carry over for a Second Reading.

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 Smith to approve Ordinance No. 2657 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

5. Ordinance No. 2680 – First Reading – Utility Easement Vacate

Project: Willie and Cynthia McInvale

Location: 1541 Islay Court. The City Clerk read the title as follows:

ORDINANCE NO. 2680

AN ORDINANCE OF THE CITY OF APOPKA, TO VACATE A PORTION OF THE EASEMENT AT THE REAR OF 1541 ISLAY COURT, LOCATED NORTH OF ISLAY COURT, WEST OF TOURNAMENT DRIVE; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.

Phil Martinez, Planner, said the applicant proposes to vacate a portion of the rear yard utility easement at 1541 Islay Court in Errol Estates. In February 2011, City staff mistakenly approved a building permit for the subject property where the pool and screen enclosure encroach upon the previously mentioned utility easement. He advised utility providers, both public and private sector have responded to the vacate request and state no objection to the partial vacate of this utility easement. He clarified Century Link did not support vacating the entire utility easement, however, this is only a partial vacate and Century Link provided terms and conditions to be recognized by the property owner and in turn they will not object. The property owner has agreed to these terms and conditions. The recommendation is to accept the First Reading and carry over for a Second Reading.

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 Nolan, to approve Ordinance No. 2680 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Nelson, and Commissioners Bankson, Becker, Smith, and Nolan voting aye.

CITY ADMINISTRATOR'S REPORT

1. November 21, 2018, City Council Meeting

Mr. Bass advised our mutual aid agreement with the State and the hurricane in the panhandle, the City of Apopka has sent resources and staff from both Police and Fire to help in these areas.

Mr. Bass advised the second meeting in November was the eve of Thanksgiving and inquired if the Council desired to hold or cancel the meeting on November 21, 2018.

It was the consensus of the City Council to cancel the meeting of November 21, 2018.

CITY COUNCIL REPORTS

Commissioner Bankson said they had received a letter from a resident whose cat was attacked by coyotes. He said this is an emotional issue, and affirmed that staff is working on issues and Errol is working on their mowing schedule to help minimize such issues. He declared he wanted to make sure the City was doing what we can to watch out for our citizens.

Mayor Nelson said that would be Animal Control, which is at the County level. He stated the County needs to be aware of these issues. Mr. Bass added that the City has information to share with citizens regarding numbers to call.

Commissioner Nolan thanked the first responders that left their families to go help in the panhandle. She stated this shows how committed we are to our community in Florida.

Commissioner Bankson said that Mark Byrd's church has set up a distribution area for collection and they will deliver these items. He said if people would like to drop off to Victory Ministries, they will make sure items are received by this collection area.

Commissioner Becker said Saturday will be very busy in Apopka with the Gina McReynolds 5K at Northwest Rec, Gospel Fest at Kit Land Nelson Park, and the Debbie Turner Breast Fest is at the Elks Lodge.

MAYOR'S REPORT -

Mayor Nelson called on Rob Hippler, IT Director, to talk about communication or the lack of, stating there were areas in the panhandle that still has cellular towers down.

Mr. Hippler said when Hurricane Michael hit the area of the panhandle, an entire county is still without Verizon service. He said Apopka uses Verizon exclusively for iPads and laptops, as well as most of the cellular phones. Verizon was chosen after testing three different carriers they had

CITY OF APOPKA

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the best coverage and most bandwidth. He suggested the City look into having other options in the event our carrier lose service over a catastrophic event. He will come back to Council with additional information and a recommendation.

Mayor Nelson reported the Lodge is being pressure washed and will be painted within 10 days. He said the KaBoom build at Alonzo Williams Park was on Friday and went very well. The Boy Scouts are working on the monument in Kit Land Nelson Park and he thanked them for their work and having it completed by November 7, 2018.

Mayor Nelson reminded everyone of the Land Development Code joint meeting tomorrow at 2:00 p.m.

ADJOURNMENT: There being no further business the meeting adjourned at 8:24 p.m.

Bryan Nelson, Mayor

ATTEST;

Linda F. Goff, City Clerk

CITY OF APOPKA

Minutes of the joint City Council and Planning Commission workshop held on October 18, 2018, at 2:00 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Bryan Nelson

Commissioner Doug Bankson Commissioner Kyle Becker Commissioner Alexander Smith

Planning Commission Member Jim Green

Planning Commission Member Linda Laurendeau Planning Commission Member Robert Ryan

ABSENT: Commissioner Alice Nolan, excused

Planning Commission Member Butch Stanley Planning Commission Member John Sprinkle

INVOCATION: - Mayor Nelson called on Linda Laurendeau who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Nelson led in the Pledge of Allegiance.

DISCUSSION:

James Hitt, Community Development Director, said the rewrite of the Land Development Code is a huge project. He provided copies of the PowerPoint by Clarion. He introduced Craig Richardson, David Henning, and Tara Salmieri of Clarion. Clarion has been working on this for a year now. The document sets up some mixed-use districts consolidated in one area. Agriculture is now in one district. The downtown area is consolidated into one big map as an overlay district. He advised this document has some prohibitions for the downtown area. He said as they review this, they will make notes for any recommended changes.

Mr. Hitt said he was planning to bring this to the Planning Commission the second week in December, then to City Council the second week in January and adoption in February.

Craig Richardson, David Henning and Tara Salmieri of Clarion provided a review of the Land Development Code. Mr. Richardson pointed out that this document has more graphics and charts to make it more efficient and user friendly, as well as easier to understand. There are three key themes: 1) Create a user-friendly code; 2) Implement the Comprehensive Plan, Vision Plan, and Small Area Plans by restructuring and modernizing the zoning districts; and 3) Modernize the Development Standards. The Land Development Code is made up of 10 Articles: Article 1: General Provisions; Article 2: Administration; Article 3: Zoning Districts; Article 4: Use Regulations; Article 5: Development Standards; Article 6: Environmental Standards; Article 7: Concurrency Management System; Article 8: Nonconformities; Article 9: Enforcement; and Article 10: Definitions and Rules of Measurement. Clarion staff provided an overview and highlights of each Article. A copy of the PowerPoint is attached and made a part of the minutes.

Mr. Hitt advised the proposed schedule is for the Land Development Code to be presented to the Planning Commission on December 11, 2018, City Council First Reading on January 16, 2019; and Second Reading on February 6, 2019.

ADJOURNMENT – There being no further business the meeting adjourned at 4:51 p.m. Bryan Nelson, Mayor ATTEST: Linda F. Goff, City Clerk

Minutes of a joint City Council/Planning Commission workshop held on October 18, 2018 at 2:00 p.m.

CITY OF APOPKA



City of Apopka Water Reclamation Facility Expansion

Update as of November 7, 2018

Project Goals Expand the existing treatment plant capacity from 4.5 MGD to 8.0 MGD Improve existing treatment plant to provide nutrient removal treatment to meet total nitrogen requirements in the Wekiva Basin Protection Area Construction began in October 2016 and should be completed on or before April 2019

Description Expansion is projected to provide treatment capacity through 2030 Project costs are estimated at ~\$65M Financing through the Florida Department of Environmental Project (FDEP) State Revolving Fund (SRF)

Project Location

The project will expand the WRF located at 748 E
 Cleveland St., on existing treatment plant property



Background - Options Evaluated two options - Second Anoxic Basin or Denitrification Filters Chose adding Second Anoxic Basins to the existing Loop Aeration Plant and new plant expansion Option has been proven effective in nutrient removal Option has lower long term economic benefits.

Environmental Benefits Improvements to biological nutrient removal process prior to discharge to the City's public access reclaimed water system or slow-rate restricted access sprayfield; some of which is located in the Wekiva Basin Protection Area Upgrade of onsite biosolids treatment to a minimum Class AA Increased capacity and redundancy to treat wastewater with less probability of off-spec discharges Improvements to utility asset management to reduce probability of overflows and discharges due to system failures

Environmental Effects

- Proposed project site has been in use for more than 40 years and is regularly maintained. No federal or state listed plants in the project area requiring regulatory oversight.
- Project is located within the U.S. Fish and Wildlife (FWS) sand skink (Neoseps reynoldsi) and blue-tailed mole skink (Eumeces egregious) consultation area and contains soils and elevation specifically identified as suitable for mole skinks. Site was evaluated and cleared prior to start of construction.





Financial Feasibility

- Project will be financed through the DEP Clean Water State Revolving Fund (CWSFR) Loan Program
- CWSRF Interest Rate is anticipated to be <1.0% versus Bond Funding rate of approximately 3.4%
- CWSRF Loan will result in approximately \$20M in total debt service savings to the City versus financing through bond funding
- CWSRF Loan will be paid for through future impact fees and customer rates

Project Financial Summary

• Design SRF Loan - \$1.4 M

• Construction SRF Loan - \$65 M

Project Spent to Date - \$40 M

Project Schedule Request for Qualifications (RFQ) for design services - October 2015 Award Design Services Contract - February 2016 - TetraTech Request for Qualifications (RFQ) for Construction Manager-at-Risk (CMAR) - March 2016 Award Construction Manager-at-Risk (CMAR) Contract - May 2016 **Begin Construction - October 2016** Complete Construction - April 2019

23



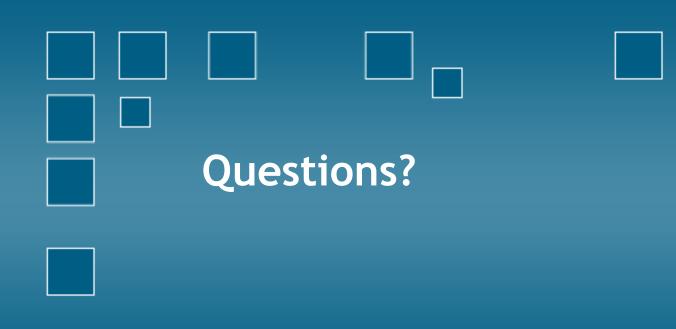














Contacts

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Angela Singleton, Assistant Vice President Angela.Singleton@HilltopSecurities.com

450 S. Orange Avenue, Suite 460 Orlando, Florida 32801 407.426.9611 Tel

November 7, 2018



Overview of the City's Outstanding Debt

- Overview of City's Debt including General Fund, Sanitation System, and Utility System Debt
- City's General Fund has \$10.7 million in outstanding bonds and bank loans
 - ➤ Approximately \$4.7 million in leases outstanding with \$741,000 in annual lease payments
- City's Sanitation System has \$249,000 in bank loans outstanding
- City's Water and Sewer System has \$80 million in debt outstanding including \$14 million in bonds and \$66 million in State Revolving Loan Funds awarded / outstanding
 - ➤ Only the Utility System Refunding Revenue Bonds, Series 2012 have a rating by Moody's of "Aa2"



Overview of the City's Outstanding Debt

- City's \$15.4 million in General Fund debt outstanding includes:
 - ➤ 1 Florida Municipal Loan Council (FMLC) bond with \$170,000 outstanding, which matures on 12/1/2018
 - 9 Bank Loans with a total of \$10.5 million outstanding
 - Majority of the bank loans were issued to finance public safety vehicles and equipment
 - ➤ 5 Leases with a total of \$4.7 million outstanding
 - ☐ Majority of leases were used to finance equipment
- Sanitation System Note with \$249,000 outstanding, matures on 3/1/2019
- \$80 million in Water and Sewer System debt:
 - > 1 Bond issue with \$14 million outstanding
 - 2 SRF Loans with a total of \$66 million authorized/awarded for the Wastewater Plant



30

General Fund Debt Outstanding

General Fund Debt Outstanding as of 10/1/2018

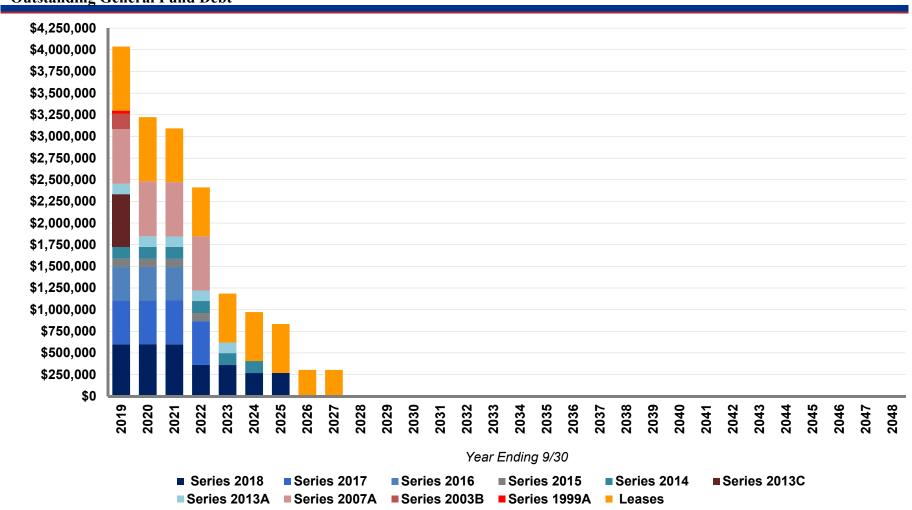
BONDS AND BANK LOANS				
	•	Par Amount		
Bond Issue		Outstanding	Interest Rates	Final Maturity
FMLC Revenue Bonds, Series 2003B		170,000	5.25%	12/1/2018
Bank Loans				
Capital Improvement Revenue Note, Series 2018		2,805,000	2.90%	6/1/2025
Capital Improvement Revenue Note, Series 2017		1,941,000	1.87%	8/1/2022
Special Obligation Imprv. Revenue Note, Series 2016		1,133,000	1.39%	3/1/2021
Special Obligation Imprv. Revenue Note, Series 2015		364,000	1.67%	3/1/2022
Special Obligation Imprv. Revenue Note, Series 2014		783,000	1.92%	3/1/2024
Special Obligation Imprv. Revenue Note, Series 2013C		603,775	1.20%	12/1/2018
Special Obligation Imprv. Revenue Note, Series 2013A		580,067	1.80%	3/1/2023
Recreational Impact Fee Revenue Note, Series 2007A		2,300,000	3.90%	3/1/2022
Capital Improvement Revenue Note, Series 1999A		30,750	4.87%	1/29/2019
Total Bonds and Bank Loans Outstanding		10,710,592		
LEASES				
	·	Lease Amount		
Capital Leases		Outstanding	Annual Payment	Final Maturity
Edmonds Software/Computer Equipment	\$	92,437	\$ 46,219	2020
Motorola Equipment		2,497,347	304,068	2027
Stryker Flex Financial Equipment Lease		162,963	54,321	2021
TCF Equipment Finance		143,262	75,352	2020
Operating Leases				
Motorola Solutions		1,829,380	261,340	2020
Total Leases Outstanding	\$	4,725,389	\$ 741,299	



General Fund Debt Outstanding



Outstanding General Fund Debt





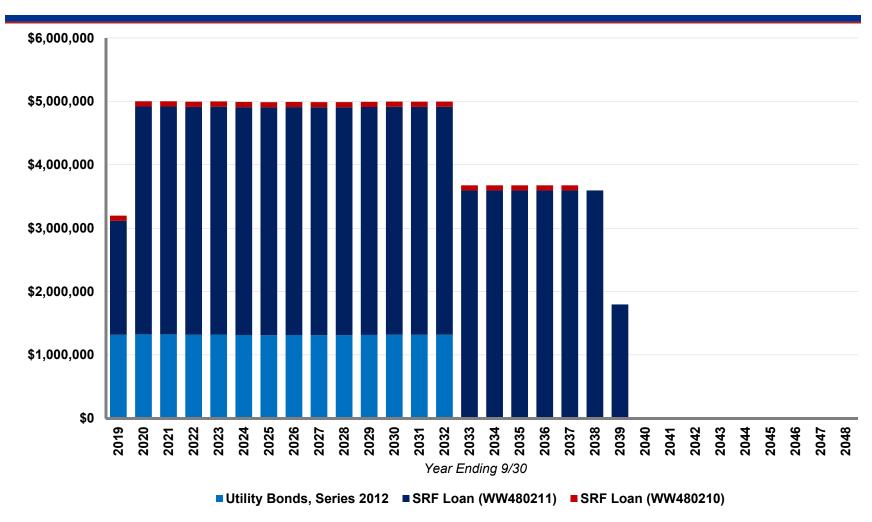
Observations

- The City's General Fund for a city of its size has a relatively low amount of debt
- Majority of the debt outstanding is for equipment purchases which due to the short average life of the equipment makes the debt front loaded
 - Which puts pressure on your budget until it rolls off
 - Once the short term debt is reduced it will increase your bonding capacity to finance larger capital improvement projects
 - However unless you start using a more pay as you go philosophy to purchase equipment this pattern will continue



Outstanding Water and Sewer Revenue Debt

City of Apopka, Florida Outstanding Water and Sewer Debt



*Estimated SRF Loan amortizations. SRF WW480211 is based on the full \$65,000,000 disbursement with payments beginning 9/15/2019.



Sanitation and Water & Sewer Debt Outstanding

Sanitation System Debt Outstanding as of 10/1/2018										
	·	Amount		Annual						
Bank Loan		<u>Outstanding</u>		<u>Debt Service</u>	Interest Rates	Final Maturity				
Improvement Revenue Note, Series 2014	\$	249,000	\$	250,332	1.07%	3/1/2019				
Total Sanitation System Debt Outstanding	\$	249,000	\$	250,332						
Water and Sewer System Debt Outstanding as of 10/1/2018*										
Bond Issue										
Refunding Revenue Bonds, Series 2012	\$	14,480,000	\$	1,318,150	3.00% - 5.00%	10/1/2031				
SRF Loans										
WW480210		1,330,885		81,766	1.74% / 1.37%	4/15/2037				
WW480211*		65,000,000		3,594,580	.66% / .71%/ .92%	3/15/2039				
Subtotal - SRF Loans Outstanding		66,330,885		3,676,346						
Total Water and Sewer System Debt Outstanding	\$	80,810,885								



^{*}SRF WW480211 total award amount is \$65,000,000 in which the full amount has not yet been disbursed.

QUESTIONS



Questions?



Municipal Advisor Disclosures



Disclosure

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result HilltopSecurities, or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. HilltopSecurities makes no claim the use of this communication will assure a successful outcome. This communication is intended for institutional use only. For additional information, comments or questions, please contact Hilltop Securities Inc.



City of Apopka DEBT MANAGEMENT POLICY

I. PURPOSE

The purpose of the City of Apopka, Florida ("City") debt policy is to establish guidelines and a framework for the issuance and management of the City's debt. The City is committed to strong financial management practices, including maintaining the financial viability of the City and the full and timely repayment of all borrowings. Debt is defined to includes, bonds, notes, loans, direct placements, leases, lease purchases, commercial paper, letters of credit, lines of credit or other forms of debt obligations.

II. DEBT ISSUANCE POLICY

Issuance of debt will be subject to approval by the City Council. Prior to the issuance of any debt, management must:

- Justify the reason for the issuance of debt obligations;
- Ensure that the life of the debt is less than the life of the assets acquired or constructed with debt proceeds;
- Identify the resources committed to paying the principal and interest on the debt;
- Prepare a preliminary financing plan including type of debt obligation to be issued, potential funds to secure the debt and proposed structure and term, and,
- Properly account for the use of the debt proceeds and repayment of the debt.
- A. Short Term Debt Short-term debt can be used to diversify a debt portfolio, reduce interest costs, provide interim funding for capital projects and improve the match of assets to liabilities. The City can issue short term debt on either a fixed or variable rate basis. The City may issue commercial paper and other forms of variable rate debt from time to time, but its use will generally be restricted to providing interim financing for capital projects. The amount of unhedged variable rate debt will generally not exceed 20% of all outstanding debt.
- **B.** Lease and Equipment Purchases Debt for the purchase of equipment, vehicles, etc. can be done either as a lease purchase structure or a direct purchase / bank loan. The term of the loan / lease purchase will not exceed the average life or usefulness of the purchase.
- C. Long Term Debt Long term debt will be used to finance essential capital projects and certain equipment where it is cost effective and prudent. Long term debt, which includes lease financings, will not be used to fund the City's operations. The City will avoid the use of long-term debt to finance items traditionally funded in the annual operating budget such as retirement contributions, facility maintenance, repairs, recurring equipment purchases,

etc. The useful life of the asset or project shall not exceed the payout schedule of any debt issued by the City.

D. Tax-Exempt and Taxable Debt - The City may issue debt as tax-exempt debt or taxable debt. The City has traditionally issued tax-exempt debt which results in significant interest cost savings compared with the interest cost on taxable debt. Accordingly, all of the City's debt should be issued to take advantage of the exemption from federal income taxes unless prohibited by federal law or applicable federal regulations.

III. LIMITATIONS ON INDEBTEDNESS

The Florida Constitution and Florida Statutes do not set any limitations on the amount of debt that can be issued. For debt issued by the City, the following limitations will apply:

- The City will strive to maintain a high reliance on pay-as-you-go financing for its capital improvements and capital assets.
- For the issuance of debt backed by ad valorem taxes, the Constitution requires approval by a majority of electors in the City.
- The City should strive to maintain or increase its outstanding bond ratings when issuing additional debt.
- For the issuance of revenue debt obligations backed by special revenues received by the City, the revenues must be sufficient to meet the minimum debt service coverage requirements in the debt covenants.
- For the issuance of revenue debt obligations supported by business-type activities, the net revenues of business-type activities pledged for debt service must be sufficient to meet the minimum debt service coverage requirements in the bond covenants.
- For the issuance of special assessment debt obligations, the City shall adopt assessments on the benefitting properties sufficient to pay the annual debt service of the debt.

IV. DEBT STRUCTURE

- A. The City will utilize various debt structures to accomplish its financing goals, including the use of premium bonds, discount bonds, capital appreciation bonds and capitalized interest when appropriate.
- B. Call provisions for the City's debt issuance shall be made as short as possible consistent with the lowest interest cost to City. When possible, all City debt shall be callable only at par.

- C. Bond insurance will be used when it provides a suitable economic savings for the City. Credit enhancement may take other forms such as Letters of Credit (LOC) and may be used if economically beneficial to the City.
- D. The final maturity of a long-term debt issue should generally not exceed thirty (30) years unless otherwise directed by the City Council.
- E. The use of derivatives in connection with debt issues should be limited and used on a case by case basis. The City staff and its Financial Advisor will provide a detail analysis identifying the risks associated with the derivative product.

V. METHOD OF SALE

The City's debt obligations may be sold by competitive or negotiated sale methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the City given the financial structure used, market conditions, and prior experience. A determination of the appropriate method of sale will be made by City staff prior to each financing, working in concert with the City's Financial Advisor.

VI. DEBT REFUNDINGS

The City's staff and the Financial Advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. Current tax law does not allow the issuance of tax-exempt advance refunding bonds. There is no similar limitation for tax-exempt current refunding bonds. The following guidelines should apply to the issuance of refunding bonds, unless circumstances warrant a deviation therefrom:

- Current refundings should have a minimum target savings level measured on a present value basis equal to 3% of the par amount of bonds being refunded.
- Advance refundings, if and when applicable, should have a minimum target savings level measured on a present value basis equal to 5% of the par amount of bonds being refunded.

There may be compelling public policy objectives to move forward with refundings that do not meet these savings guidelines, such as eliminating restrictive debt covenants or providing additional financial flexibility.

VII. CONTINUING DISCLOSURE

The City is committed to providing continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure. The Finance Director or designee, will be responsible for meeting the disclosure requirements associated with outstanding debt. To assist in meeting the continuing disclosure requirements, the City will hire a qualified dissemination agent, as needed.

VIII. POST ISSUANCE COMPLIANCE

The City understands the importance of post-issuance compliance requirements applicable to tax-advantaged debt. To ensure the continued tax-advantaged status of the City's bond issues, the City will monitor (1) the qualified use of proceeds and financed property and (2) arbitrage yield restriction and rebate requirements.

Municipal Securities Post-Issuance Disclosure Policy DRAFT 11/2/18

The City of Apopka, Florida

150 East 5th Street Apopka, FL 32703

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A. Purpose

The City of Apopka, Florida (the "City") is committed to providing timely and consistent dissemination of financial information in accordance with Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule") and the City's continuing disclosure undertakings.

This policy affirms the City's commitment to fair post-issuance disclosure. The goal is to establish and maintain guidelines for presenting related financial reports and events to interested third parties, financial institutions and the general public in compliance with the Rule and the City's continuing disclosure undertakings.

B. Scope

This policy covers all City employees and officials of the City. It covers disclosure documents filed with the SEC, statements made in the City's Audited Financial Statements and in any unaudited interim reports, as well as public statements made by authorized City officials.

C. Responsibility of the Disclosure Working Group

The City has established a Disclosure Working Group ("DWG") consisting of the <u>City Administrator</u> and <u>Finance Director</u>. In connection with each primary offering subject to the Rule, as well as annually in connection with its continuing disclosure filings required by the Rule, the DWG will systematically review filings, reports and other public statements to determine whether any updating or correcting of information is appropriate. The DWG will review and update, if necessary, this disclosure policy on an annual basis. Finally, the DWG will react to developments and events that affect the City and notify its dissemination agent or the SEC, when appropriate.

The City's primary spokesperson related to the City's financial information, debt and financings, and other financial reports and events is the City's <u>Finance Director</u>. Others within the City may, from time to time, be designated by the <u>Finance Director</u> as spokespersons on behalf of the City and respond to specific inquiries. It is essential that the DWG be fully apprised of all material developments of the City in order to evaluate, discuss those events and determine the appropriateness and timing for release.

The City or its designated agent will provide continuing disclosure documents and related information to the Municipal Securities Rulemaking Board's EMMA System http://dataport.emma.msrb.org. The continuing disclosure documents, which include annual financial statements, operating data of the City and event notices, will be posted to the EMMA website by the City's Disclosure Dissemination Agent.

D. Annual Reporting Date Requirements

The Finance Director or the designee is responsible for maintaining a list of continuing disclosure requirements, both required and voluntary for each of the City's financings.

E. Event Notice Requirements

 For any debt issues (subject to SEC Rule 15c2-12) issued on or after December 1, 2010, the following events would need to be provided to the City's Disclosure Dissemination Agent, for further filing with the MSRB, within ten (10) business days of their occurrence. In addition, SEC has updated the list of items which must be disclosed as a Material Event with two new items, effective February 27, 2019. The two new items are listed below.

Unless otherwise specified, the City's <u>Finance Director</u> will be responsible for monitoring the occurrence of these events, determining (if necessary) their materiality, and notifying the Dissemination Agent of the occurrence of an event for further filing with the MSRB:

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulty
- Unscheduled draws on credit enhancements reflecting financial difficulty
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices of determination with respect to the tax status of the security or other material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution, or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant

- to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material.

New Material Events effective February 27, 2019. The following applies to new bond issues after the effective date in which there is a continuing disclosure undertaking. The two new Material Events must be listed and reported on EMMA subsequent to that issuance.

- Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- 2. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

Examples of items that must be reported on EMMA within 10 business days of their occurrence, if deemed material, are bank loans, private placements, financing leases, or interest rate swaps or other derivative instruments.

- 2. For any debt issues (subject to SEC Rule 15c2-12) issued prior to December 1, 2010, the following events, *if determined to be material*, would need to be provided to the City's Disclosure Dissemination Agent, for further filing with the MSRB, "in a timely manner."
 - Principal and interest payment delinquencies
 - Non-payment related defaults
 - Unscheduled draws on debt service reserves reflecting financial difficulty
 - Unscheduled draws on credit enhancements reflecting financial difficulty
 - Substitution of credit or liquidity providers, or their failure to perform
 - Adverse tax opinions, or events affecting the tax-exempt status of the security
 - Modifications to rights of security holders
 - Bond calls
 - Defeasances
 - Release, substitution, or sale of property securing repayment of the

securities

Rating changes

In addition, the City's <u>Finance Director</u> will be responsible for providing notice, in a timely manner, of a failure to provide any of the City's required annual financial information by the date specified in the continuing disclosure undertaking.

F. Voluntary Disclosure Requirements

In addition to preparing annual reports and event notices, the City may wish to keep investors informed by providing information that is not required to be provided under the Rule (for example, direct placements with banks, i.e., "bank loans") or its continuing disclosure undertakings. Examples of such types of information are investments, interim financial information, capital improvement plans, fund balance policies, etc. and financial forecasts.

Because providing this information is voluntary, the City's <u>Finance Director</u> will monitor for events which may impact the City, so that a determination can be made if the event should be disclosed.

The below list is comprised of events and financial disclosure which the MSRB has suggested issuers may wish to voluntarily disclose. Some of these are not applicable to the City's bonds, but the DWG may wish to consider filing some of these with the City's Disclosure Dissemination Agent for further filing with the MSRB:

- 1. "amendment to continuing disclosure undertaking;"
- 2. "change in obligated person;"
- "notice to investors pursuant to bond documents;"
- 4. "certain communications from the Internal Revenue Service;"
- 5. "secondary market purchases;"
- 6. "bid for auction rate or other securities;"
- 7. "capital or other financing plan;"
- 8. "litigation/enforcement action;"
- 9. "change of tender agent, remarketing agent, or other on-going party;"

- 10. "derivative or other similar transaction;"
- 11. "other event-based disclosures;"
- 12. quarterly/monthly financial information;"
- 13. "change in fiscal year/timing of annual disclosure;"
- 14. "change in accounting standard;"
- 15. "interim/additional financial information/operating data;"
- 16. "budget;"
- 17. "investment/debt/financial policy;"
- 18. "information provided to rating agency, credit/liquidity provider or other third party;"
- 19. "consultant reports;" and
- 20. "other financial/operating data."

Evidence of the filings for each of the above event notices, when made, shall be maintained by the Finance Director and the City's Disclosure Dissemination Agent.

Also, if the City maintains an "Investor Relations" website, or routinely posts City member packages, including interim financial information, capital improvement plans, etc. on its website, the City's <u>Finance Director</u> should review and, in some cases, the DWG should "reissue" the posted material with an explanatory note (e.g., the interim financial information is presented on a cash, as opposed to accrual basis).

G. Third Party Information/Quarterly Disclosure Requirements

Currently, the City is not required to file interim financial information. In the future, if such filings are required in continuing disclosure undertakings, the City's <u>Finance Director</u> will notify the Disclosure Dissemination Agent for assistance when these filings become necessary.

H. Coordinating Continuing Disclosure with Primary Disclosure

It is expected that the DWG will be responsible for collecting and reviewing information set forth in official statements prepared in connection with new bond offerings.

The "Management's Discussion and Analysis" from the prior year's audited financial statements should be reviewed to ensure that the unaudited information which was provided in that portion of the financial statements is updated.

Careful review of the long-term debt notes in the financial statements and the checking of all bond ratings before each EMMA filing should be made. Measures should be taken to assure information publicly available to investors is accurate.

Coordination between the DWG and the City's website manager is essential before posting of any financial information is made.

I. Website Disclosure

It is expected that the City will be responsible for monitoring website content and reviewing the information set forth on such website. Appropriate "disclaimer" language on the website will be considered in order to educate the viewer in terms of where information intended for investors can be found and the investor's acknowledgement of the limitations of such reliance. Coordination between the DWG and City officials will occur before the release of any public statements about any financial condition of the City.

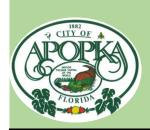
J. Training for Employees and Issuer Officials

For City officials, compliance with federal securities law should be considered as important as compliance with local public meetings and records laws. An annual review of the continuing disclosure policies of the City may be attended by members of the DWG.

Additionally, on-going education will involve guest speakers, webinars and conference attendance, as well as, continuing legal and accounting education courses. Applicable policies and procedures will be updated by the City to reflect such changes on an asneeded basis.

K. Effective Date

This Policy shall become effective immediately.



City Administrator

Community Development Director

CITY OF APOPKA **CITY COUNCIL**

X CONSENT AGENDA PUBLIC HEARING SPECIAL REPORTS OTHER:		MEETING OF: FROM: EXHIBITS:	November 7, 2018 Human Resources Voting Results
SUBJECT: CALENDAR YEAR 2019 FLOATING HOLIDAY			
REQUEST: APPROVAL			
SUMMARY: December 26 th , 2019 was selected by employee vote to be the CY19 Floating Holiday.			
FUNDING SOURCE:			
N/A			
RECOMMENDATION ACT	<u> ION:</u>		
Approve December 26, 2019, a	as the CY19 Floating Holiday		
DISTRIBUTION Mayor Nelson Commissioners	Finance Director HR Director		ervices Director on Director

IT Director

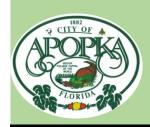
Police Chief

City Clerk

Fire Chief

Floating Holiday Vote Count/Certification Sheet

Calendar Year:		2019	
Dates voted:	"Name" of Holiday	# of votes rec'd	
07/05/19	Day after 4th of July	11	
04/19/19	Good Friday	6	
09/19/19		1	
11/28/19	Thanksgiving Day	1	
12/24/19	Christmas Eve	54	
12/25/19	Christmas Day	1	
12/26/19	Day after Christmas	63	
	Total # Votes: Void Ballots:	0	
	Unable to read; copied Total # Ballots:	137	
	Date Counted:	10/16/18	
	Floating Holiday chose	en:	12/26/19
	Certified:	Eunice Nieto	E.Mysecores
		Beth James	Beth James



CITY OF APOPKA CITY COUNCIL

X	CONSENT AGENDA	MEETING OF:	November 7, 2018
	PUBLIC HEARING	FROM:	Police Department
	SPECIAL REPORTS	EXHIBITS:	
	OTHER.		

SUBJECT: PRESENTATION OF SERVICE WEAPON

REQUEST: AUTHORIZE THE PRESENTATION OF SERVICE WEAPONS TO RETIRING

MEMBERS OF THE POLICE DEPARTMENT

SUMMARY:

The Police Department requests City Council authorization to present service weapons to retiring members of the police department to recognize the member's credited service to the City of Apopka and its citizens. As part of an audit process it was determined that this had not been brought before City Council at the time of the member's retirement.

Robert Hippler

April 28, 1993 to June 20, 2010 17 years of service (currently a reserve)

John McConnell

July 26, 1995 to Dec. 18, 2015 20 years of service (recently retired from reserves)

The weapons presented were: Glock 21 Semi-Automatic Handguns with Serial Numbers YDG747 (Hippler) and YBW918 (McConnell).

FUNDING SOURCE:

Not Applicable.

RECOMMENDATION ACTION:

Authorize the Police Chief's presentation to the retiring members of the agency in recognition of their years of service to the City of Apopka and its citizens.

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA MEETING OF: November 7, 2018
PUBLIC HEARING FROM: Police Department
SPECIAL REPORTS EXHIBITS: Request Memo
OTHER:

SUBJECT: FEDERAL LAW ENFORCEMENT TRUST FUNDS

REQUEST: AUTHORIZE A \$10,000.00 EXPENDITURE FROM FEDERAL LAW

ENFORCEMENT TRUST FUNDS FOR INVESTIGATIVE BUYS AND

UNDERCOVER OPERATIONS.

SUMMARY:

The Police Department requests City Council approval for the expenditure of funds from the Federal Law Enforcement Trust Fund in the amount of \$10,000 for investigative buys and undercover operations. These funds will be drawn down throughout the year as needed in \$2,500 increments.

FUNDING SOURCE:

Federal Law Enforcement Trust Fund Operating (103.2291.521.5200) \$10,000

RECOMMENDATION ACTION:

Authorize the Finance Department to disburse \$10,000.00 from the Federal Law Enforcement Trust Fund.

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief



City of Apopka

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

Memorandum

Date: November 7, 2018

To: Honorable Bryan Nelson and Commissioners

RE: LAW ENFORCEMENT TRUST FUNDS

The Police Department requests City Council approval for the Finance Department to disburse \$10,000.00 of Law Enforcement Trust Funds drawn down in \$2,500 increments to the criminal investigations custodian. These funds will be used to conduct investigative narcotics investigations and further other associated undercover operations.

Respectfully,

Michael McKinley Chief of Police

Mine McKing



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA MEETING OF: November 7, 2018
PUBLIC HEARING FROM: Administration
SPECIAL REPORTS EXHIBITS: Lake McCoy Map
OTHER: Cost Estimate

SUBJECT: LAKE McCOY HYDRILLA TREATMENT

REQUEST: AUTHORIZE THE PURCHASE OF 5 GALLONS OF SONAR HERBICIDE IN

THE AMOUNT OF \$9,896.10 FOR THE LAKE McCOY HYDRILLA

TREATMENT.

SUMMARY:

On September 19, 2016, Orange County reached out to the City of Apopka regarding Lake McCoy and the possibility of an interlocal agreement between the City of Apopka and Orange County regarding a cost-sharing arrangement for lake management services. Currently, there is no agreement at this time.

Lake McCoy is a 109-acre Lake located both within the limits of unincorporated Orange County and the City of Apopka. Approximately 45 percent of the Lake is located within the City of Apopka and the remaining 55 percent is located within unincorporated Orange County.

Lake McCoy residents within unincorporated Orange County belong to a Municipal Service Benefit Unit (MSBU) to help fund lake management activities in order to maintain the quality of the lake. A MSBU is an assessment district created to fund a one/time or on going essential public service. In order for the Lake McCoy residents within the city limits to participate and provide input on lake management activities through this MSBU an agreement must be executed with the County.

City staff is currently working with Orange County on an agreement that Lake McCoy city residents will be included in the Orange County - Lake McCoy MSBU. In the meantime, the hydrilla in the lake has been very aggressive and the County plans to provide treatment to the lake in mid-November. The total treatment cost to the lake is \$24,471.55. The County has reached out to the City and requested that the City purchase 5 gallons of Sonar herbicide in the amount \$9,896.10 (which is approx. 40% of total treatment cost).

FUNDING SOURCE:

FY 18-19 General Fund Budget

RECOMMENDATION ACTION:

Authorize the purchase of 5 gallons of Sonar herbicide in the amount of \$9,896.10 for the Lake McCoy hydrilla treatment.

DISTRIBUTION

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



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENA MEETING OF: November 7, 2018

PUBLIC HEARING FROM: Community Development

SPECIAL REPORTS EXHIBITS: School Concurrency Agreement

OTHER:

<u>SUBJECT</u>: APOPKA FARMS RESIDENTAL SUBDIVSION SCHOOL

CONCURRENCY MITIGATION AGREEMENT

REQUEST: APPROVE THE SCHOOL CONCURRENCY MITIGATION

AGREEMENT FOR APOPKA FARMS SUBDIVISION

SUMMARY:

New residential development applications are reviewed by Orange County Public Schools (OCPS) for their impact placed on existing student capacity at public schools. This school impact analysis, called school concurrency, occurs at the time of a Final Development Plan and Plat application. In 2008 the City of Apopka entered into an interlocal agreement with the Orange County School Board to address public school facility planning and implementation of school concurrency (hereafter School Agreement). As a party to this School Agreement, the City becomes a party to this Agreement. Therefore, City Council must accept the Agreement and authorize the Mayor to sign it to allow OCPS to implement the mitigation plan. When school enrollment is over capacity at the public schools serving additional students generated by a proposed residential development, a new development must have a school concurrency mitigation analysis to determine additional cost of school impacts the proposed development will generate above that considered by the school impact fee. The developer pays these additional fees according to the conditions of the school concurrency mitigation fee. (See exhibit.)

OWNER/APPLICANT: Windward Hills, LLC c/o FHC Development

PROJECT ENGINEER: Luke Classen, P.E., Appian Engineering, LLC

LOCATION: 4145 W. Orange Blossom Trail

PROPOSED DEVELOPMENT: 101 single family homes; developed in one phase

DEVELOPABLE AREA: 67.76 +/- acres

SCHOOL ATTENDENCE ZONES: Wolf Lake Elementary, Wolf Lake Middle, Apopka High

FUNDING SOURCE: N/A

DISTRIBUTION

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

CITY COUNCIL – NOVEMBER 7, 2018 APOPKA FARMS - SCHOOL CONCURRENCY MITIGATION AGREEMENT PAGE 2

PUBLIC HEARING SCHEDULE:

November 7, 2018 – City Council (1:30 pm)

RECOMMENDATION ACTION:

City Council Recommended Motion: Approve the Apopka Farms Concurrency Mitigation Agreement and authorize the Mayor to sign the Agreement.

After recording return to:

Jamie Boerger, AICP Orange County Public Schools 6501 Magic Way, Building 200 Orlando, Florida 32809



SCHOOL CONCURRENCY MITIGATION AGREEMENT APK-18-009 Apopka Farms Parcel ID 35-20-27-0000-00-020; -053; -006

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT ("Agreement"), is entered into by THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida, ("School Board"); CITY OF APOPKA, a municipal corporation of the State of Florida, ("City") and WINDWARD HILLS, LLC, a Florida limited liability company, whose address is P.O. Box 1015, Windermere, Florida 34786 (collectively, the "Applicant"), collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 16.6 of the Interlocal Agreement, an applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement;

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the Residential Development, the number of Residential Units that will be created, a phasing schedule (if applicable), a map demonstrating land use and zoning classifications for the Applicant's property, as well as all other information required pursuant to Section 16.5 of the Interlocal Agreement, to the City; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land, as more particularly described on **Exhibit "A,"** attached hereto and

incorporated herein by reference (the "Property"), the location of which is illustrated by a map attached hereto as **Exhibit "B,"** and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the City in connection with a proposal to obtain approval for a plat in order to develop up to 101 single family Residential Units on the Property (the "Project") and the City has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, the School Board has reviewed and evaluated the Applicant's School Concurrency Determination Application and Development Analysis as required by Section 18.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the middle school level to serve the new single-family Residential Units within the School Concurrency Service Areas for the Project or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed Project will either create or worsen school overcrowding in the applicable School Concurrency Service Areas; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and City to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

- 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.
- 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.
- 3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination Application and is intended to satisfy the requirements of Florida law and the Orange County Code.
- 4. PROPORTIONATE SHARE MITIGATION. The Parties hereby agree that the Applicant shall provide Proportionate Share Mitigation in order to meet the demand for School Capacity created by the Project and to provide additional capacity for middle school students, as follows, in accordance with Section 19.2 of the Interlocal Agreement:

Payment in the amount of TWO HUNDRED FIFTY NINE THOUSAND FIVE HUNDRED SEVENTY THREE AND 54/100 DOLLARS (\$259,573.54) to cover the Proportionate Share Mitigation associated with providing the necessary school capacity for the Project (the "Proportionate Share") to the School Board. Such payment shall be due and payable prior to the time the plat for the Property is approved and has been calculated in accordance with the formula found in Section 17.2 of the Interlocal Agreement. To the extent the Applicant's proposed Residential Development is subject to a Capacity Enhancement Agreement, any capacity enhancement mitigation paid pursuant to such agreement will be applied as a credit to the Proportionate Share Mitigation required for the Project. Such credit will be subtracted from the total Proportionate Share Mitigation required pursuant to this Agreement and the Interlocal Agreement.

- 5. USE OF PROPORTIONATE SHARE. The School Board shall direct the Proportionate Share to a School Capacity improvement identified in the capital improvement schedule in the five (5) year district work plan of the School Board's District Facilities Work Program which mitigates the impacts from the proposed Residential Development. If such a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to its District Facilities Work Program to mitigate the impacts from the Project, as provided in Section 17.6 of the Interlocal Agreement.
- 6. IMPACT FEE CREDIT. The Proportionate Share Mitigation paid pursuant to Section 4 of this Agreement shall be credited against the School Impact Fee on a dollar for dollar basis at fair market value, up to the amount of the School Impact Fee Credit (hereinafter defined).

Upon payment of the Proportionate Share Mitigation., the School Board shall notify the City to establish a School Impact Fee credit account in the amount of TWO HUNDRED TWO THOUSAND ONE HUNDRED SIXTEEN AND 33/100 DOLLARS (\$202,116.33) based upon 23.00 Equivalent Residential Units (as defined in Section 30-622 of the Orange County Code) ("Impact Fee Credit Amount"). Applicant shall not be entitled to a credit or refund for any portion of the Proportionate Share Mitigation in excess of the Impact Fee Credit Amount.

- 7. ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION. Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant's Capacity Encumbrance Letter in accordance with Section 16.7 of the Interlocal Agreement.
- 8. SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION. Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant's Capacity Encumbrance Letter that School Capacity will be available for the Project. This is in accordance with Section 16.6(g) of the Interlocal Agreement.

At such time as Applicant has prepaid the School Impact Fees further described in Section 6 of this Agreement, and paid the applicable installment(s) of the School Capacity Reservation Fee described in Section 9 below, School Capacity shall be reserved for 101 single family Residential Units; if the Applicant fails to make any of the required School Capacity Reservation Fee payments described in Paragraph 9 below or if this Agreement is terminated, such reserved School Capacity shall lapse and be returned to the applicable Concurrency Service Area.

- 9. CAPACITY RESERVATION FEE. The Applicant shall also be required to pay a School Capacity Reservation Fee for the Project in accordance with Section 30-599 of the Orange County Code. The Applicant shall pay the School Capacity Reservation Fee further described below.
 - a. 1st Installment due within six (6) months of the Effective Date of this Agreement: \$ 295,728.00
 - b. 2nd Installment due 18 months from the Effective Date of this Agreement: \$295,728.00
 - c. 3rd Installment due 30 months from the Effective Date of this Agreement: \$295,728.00

Notwithstanding the schedule provided by this Section, Applicant may prepay any or all of the School Capacity Reservation Fees in advance. School Capacity Reservation Fees paid pursuant to this Agreement shall be credited towards School Impact Fees as provided in Section 30-599 of the County Code. Additionally, Applicant may apply the Impact Fee Credit Amount against any one of the foregoing installment payments.

- 10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the City and the School Board agree to an extension of the Applicant's School Concurrency Mitigation Agreement:
- a. The Applicable Local Government does not approve the Plat within one hundred eighty (180) days from approval of the Site Plan by the City Council. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant by the School Board.
- b. The Applicant fails to proceed in good faith and secure at least one Building Permit for a unit other than a model home within three (3) years of recording of the plat. In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee.
- 11. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.
- 12. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board School Board of Orange County, Florida

Attn: Superintendent 445 West Amelia Street Orlando, Florida 32801

With a Copy to: Orange County Public Schools

Attn: Facilities Planning Department 6501 Magic Way, Building 200

Orlando, Florida 32809

Applicant: Windward Hills, LLC

Attn: Frank Cawthon

P.O. Box 1015

Windermere, Florida 34786

With a Copy to: Shutts & Bowen, LLP

Attn: Juli James

300 S. Orange Avenue, Suite 1600

Orlando, Florida 32801

City: City of Apopka

Attn: Planning Department

120 E. Main Street Apopka, Florida 32703

- 13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.
- 14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.
- 15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.
- 16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement. School Board does hereby confer upon the Superintendent, or Superintendent's designee, the authority to amend this Agreement, provide any consent, notice or approval set forth herein or otherwise exercise any right or election of the School Board granted or reserved herein, without formal approval from School Board, provided such amendment or consent does not substantially alter or modify the terms herein. Further, the Superintendent, or Superintendent's designee, shall have the authority, without further approval from the School

Board, to finalize the form of all agreements, assignments, and similar documents set forth in this Agreement, and the School Board's signature of those agreements, assignments, and similar documents is hereby authorized. The extension of any payment or deadline required hereunder for less than one (1) year shall not be considered to substantially alter or modify the terms herein. If, in the sole judgment of School Board, such amendment or consent does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment or consent void *ab initio*, thus rendering the amendment or consent without any legal force and effect.

17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

The School Board hereby consents to the assignment of this Agreement to KB Home Orlando LLC, a Delaware limited liability company, and by signing the Joinder and Consent to this Agreement, KB Home Orlando LLC, for itself and on behalf of any affiliate that may become an assignee of this Agreement, hereby agrees upon acquisition of the Property to agree to all rights and obligations of Applicant hereunder and further agrees to assume and comply with all conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to the applicable Capacity Reservation Fees and Proportionate Share Mitigation under this Agreement, including, without limitation, under Sections 4, 6 and Section 9 of this Agreement.

- 18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.
- 19. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, in the Public Records of Orange County, Florida.
- 20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.
- 21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.
- 22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in

accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

- 23. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.
- 24. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").
- 25. PRE-PAYMENT, MITIGATION & CAPACITY RESERVATION FORMS. This Agreement requires the Applicant to pay a Proportionate Share Mitigation and a portion of the Capacity Reservation Fee prior to the recording of a Plat. The form attached hereto as **Exhibit** "C," must be completed and returned to the School Board's Facilities Planning Department with all fees due hereunder, including, but not limited to, applicable Capacity Reservation Fees and Proportionate Share Mitigation. This form must be completed and returned to the Facilities Planning Department, in addition to all fees payable pursuant to the terms of this Agreement, to satisfy Sections 4 and Section 9 of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

	"SCHOOL BOARD"
Signed and sealed in the presence of:	THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida
Print Name:	By: William E. Sublette, its Chairman
Print Name:	Date:
, 2018, by William E. County, Florida, a body corporate and polit	acknowledged before me this day of Sublette, Chairman of The School Board of Orange ical subdivision of the State of Florida, on behalf of sonally known to me or had produced atification) as identification.
AFFIX NOTARY STAMP	NOTARY PUBLIC OF FLORIDA Print Name: Commission No.: Expires:

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

THE SCHOOL BOARD OF ORANGE

	COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida
	Attest:Barbara M. Jenkins, Ed.D. as its
Print Name:	Barbara M. Jenkins, Ed.D. as its Secretary and Superintendent
Print Name:	Dated:
STATE OF FLORIDA) s.s.:	
COUNTY OF ORANGE)	
č č	acknowledged before me this day of enkins, ED.D.as Superintendent The School Board of
behalf of The School Board, who is	and political subdivision of the State of Florida, on a personally known to me or has produced ype of identification) as identification.
	NOTARY PUBLIC OF FLORIDA Print Name: Commission No.:
AFFIX NOTARY STAMP	Expires:
Reviewed and approved by Orange County Public School's Chief Facilities Officer	Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and
John T. Morris	reliance.
JOHH 1. IVIOITIS	Laura L. Kelly, Staff Attorney III/Planning

and Real Estate

Date: _______, 2018

Chief Facilities Officer

Date: _______, 2018

"APPLICANT"

Signed and sealed in the presence of: Print Name:	WINDWARD HILLS, LLC, a Florida limited liability company By: Print Name: FRANK H. CAWTHON, JR. Title: MANAGER
Karly Moorehead Print Name: Karly Moorehead	Date: Sept. 26, 2018
STATE OF FLORIDA)) s.s.: COUNTY OF ORANGE)	
The foregoing instrument was acknown 2018, by Frank H. Cawthon, Jr. Windward Hills, LLC, a Florida limited liabilities (personally known to me) or has produced identification) as identification.	vledged before me this 26 day of 5 plember, of as Manager of ty company, on behalf of the organization. He/ske
KATHY O. MOOREHEAD MY COMMISSION # FF 202607 EXPIRES: April 22, 2019 Bonded Thru Budget Notary Services	Kuthy O Mroceleve NOTARY PUBLIC OF FLORIDA Print Name: Kathy C. Moorehead Commission No.: FF 202607
AFFIX NOTARY STAMP	Expires: 4-27-19

"CITY"

CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida.

	By: Mayor
	Print Name
	Title:
	Date:
ATTEST:	
By:	
City Clerk	{Corporate Seal}
Data	

JOINDER AND CONSENT

KB Home Orlando LLC, a Delaware limited liability company, hereby joins in and consents to the above School Concurrency Mitigation Agreement, School Board Application Number APK-18-009 (the "Agreement"), for itself and on behalf of any affiliate of KB Home Orlando LLC that receives an assignment of the Agreement, and further agrees upon acquisition of the Property to agree to all rights and obligations of Applicant hereunder and further agrees to assume and comply with all conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to the applicable Capacity Reservation Fees and Proportionate Share Mitigation under this Agreement, including, without limitation, under Sections 4, 6 and Section 9 of this Agreement

WITNESSES:	
10 - 116	KB HOME ORLANDO LLC, a Delaware limited liability company
Print Name: Drew Abel	By:
	Print Name: Tim Keinss
Print Name: Mirai da Lare	Title: VISE PRASIDEM LAND ARQUEST
STATE OF FLORIDA) SS:	
COUNTY OF ORANGE)	
limited liability company, who \nearrow is perso	and who acknowledged that he/she signed the
above instrument as his/her free and voluntary a	Notary Public
Notary Public State of Florida Miraida Lare My Commission FF 908557 Expires 08/04/2019	Name Printed, Typed or Stamped Certificate No

Exhibit "A" - Legal Description

PARCEL 1:

The North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 27 East, Orange County, Florida.

AND

The Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 27 East, Orange County, Florida, Less and Except the South 689 feet of the West 125 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 36.

More particularly described as:

Beginning at the Southwest corner of the Southwest 1/4 of the Northwest 1/4, Section 36, Township 20 South, Range 27 East, Orange County, Florida, said point being the Point of Beginning; thence run North 89 degrees 27 minutes 12 seconds East, along the South line of the South 689 feet of the West 125 feet of said Southwest 1/4 of the Northwest 1/4, a distance of 125.15 feet; thence North 03 degrees 21 minutes 25 seconds West, along the East line of said South 689 feet of the West 125 feet, a distance of 689.83 feet to the Northeast corner of said South 689 feet of the West 125 feet; thence South 89 degrees 27 minutes 12 seconds West, along the North line of said South 689 feet of the West 125 feet, a distance of 125.15 feet; thence North 03 degrees 21 minutes 25 seconds West, along the West line of the aforesaid Southwest 1/4 of the Northwest 1/4, a distance of 632.58 feet to the Northwest comer of said Southwest 1/4 of the Northwest 1/4; thence North 89 degrees 27 minutes 11 seconds East, along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 1,324.49 feet to the Northeast corner of said Southwest 1/4 of the Northwest 1/4; thence South 03 degrees 07 minutes 47 seconds East, along the East line of said Southwest 1/4 of the Northwest 1/4, a distance of 1,322.18 feet to the Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence South 02 degrees 57 minutes 34 seconds East, along the East line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the aforesaid Section 36, a distance of 657.81 feet to the Southeast corner of said North 1/2; thence South 89 degrees 37 minutes 08 seconds West, along the South line of said North 1/2, a distance of 1,318.75 feet to the Southwest corner of said North 1/2; thence North 03 degrees 01 minute 02 seconds West, along the West line of said North 1/2, a distance of 654.03 feet to the Point of Beginning.

PARCEL 2:

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, lying North and East of the Seaboard Air Line Railroad, Less and Except the South 2 1/2 acres thereof. Also, Less and Except that portion of the above lands conveyed to the State Road Department of the State of Florida, by virtue of Quit Claim Deed recorded in Deed Book 589, Page 426, Public Records of Orange County, Florida.

AND

Begin at the Northeast comer of the Southeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, thence run West 10 chains; thence run South 448.89 feet; thence run Northeasterly to a point on the East line of said Section 411.84 feet South of the Point of Beginning; thence run North to the Point of Beginning.

AND

Exhibit "A" - Legal Description

The South 40.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, Less and Except the East 660.00 feet thereof. Also, Less and Except any

portion of the subject property lying within the road right-of-way for West Orange Blossom Trail (State Road 500, US Highway 441) on West.

Exhibit "B" - Map



APK-18-009 Apopka Farms

Schools ES: Zellwood MS: Wolf Lake HS: Apopka

Jurisdiction: City of Apopka School Board Dist.: # 7 Parcel ID: 35-20-27-0000-00-020; -053; -006 Acreage: +/- 67.73 ac

Orange County Public Schools **Facilities Planning**



Exhibit "C"-Forms



CMA \ CEL #:

CAPACITY RESERVATION FEE & MITIGATION FORM

DEPARTMENT OF FACILITIES PLANNING
6501 MAGIC WAY, BUILDING 200, ORLANDO, FL 32809
TEL: 407-317-3974 / FAX: 407-317-3263 / WEBSITE: http://planning.ocps.net

A Concurrency Mitigation Agreement (CMA) or Capacity Encumbrance Letter (CEL) may require property owners and developers to pay a Capacity Reservation Fee (CRF) and/or Proportionate Share Mitigation at some point in the development process prior to issuance of a building permit. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools (OCPS) along with a check for the estimated Capacity Reservation Fees, and/or Proportionate Share Mitigation. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools. Any questions regarding this form should be directed to the following:

Contact: Jamie Boerger, AICP

(407) 317-3700 x2022391 Jamie.DiLuzioBoerger@ocps.net

z	CMA \ CEL Title:
SECTION 1: CMA/CEL INFORMATION	Jurisdiction:
	Parcel ID(s):1
	General Location:
Ŭ	Development Permit Type: ²
	Date:
SECTION 2: APPLICANT INFORMATION	Applicant Name:
	Company:
	Address:
	Phone #:
¥	
	Email:

Capacity Reservation Fee Form - Page 1 of 3

Exhibit "C"-Forms

CAPACITY RESERVATION FEE & MITIGATION FORM

	Plat/Site Plan Title: 1
SECTION 3: DEVELOPMENT PROFILE	Project Title:
	Phase:
	# Single Family Units:
	# Multi-Family Units:
	# Townhome Units:
	Total # of Units:
	Local Governmental Approval date of Plat/Site Plan:

SECTION 4: PAYMENT SUMMARY	Capacity Reserva	tion Fee Amount (payable to the ap	oplicable local government)
	Installment: □1 st □2 nd □3 rd	Remaining Balance \$	
	Proportionate Share Mitigation Amount (payable to Orange County School Board)		
	\$		
	complete and sufficient, a Letter	ist accompany this form. If the prepay of Authorization will be prepared by Count. OCPS will forward the Letter of Government and copy the Applicant	OCPS to inform the Applicable Local Authorization to the Applicable Local
	Single Family	Multi-Family	Townhome
	\$8,784/unit	\$5,919/unit	\$6,930/unit
	Does this CMA / CEL require an	additional contribution? Yes	□ No □
	Identify the section of the CMA		

servation Fee check, payable to the applicable <u>Local Government</u> . (Deliver to OCPS) Ite Share Mitigation check, payable to the <u>Orange County Public Schools</u> . (Deliver to OCPS) y of the site plan/plat associated with this request. (Attach to email)		Applicant Checklist:	
	Capacity Reservation Fee check, pay	able to the applicable Local Government. (De	liver to OCPS)
y of the site plan/plat associated with this request. (Attach to email)	Proportionate Share Mitigation che-	ck, payable to the Orange County Public School	s. (Deliver to OCPS)
	11 X 17 copy of the site plan/plat as	sociated with this request. (Attach to email)	
No. 1000 1000 1000 1000 1000 1000 1000 10			s. (Deliver to C
	Signature of Applicant	Print Name of Applicant	Date

Exhibit "C"-Forms

CAPACITY RESERVATION FEE & MITIGATION FORM

For OCPS Use Only:			
Review Date Review		Received Stamp	
	Application Sufficient		
	Letter of Authorization Approved		

Footnotes:

- List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in a separate attachment, if necessary.
- Development permit type state whether the credit will be applied to a plat, PSP, site plan, or other type of permit
 required by local government. Only one development permit type should apply. A separate Prepaid School Impact Fee
 Form must be completed for each development permit application.
- 3. State the title of the PSP, site plan or plat exactly as it appears on that document.



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENA MEETING OF: November 7, 2018

PUBLIC HEARING FROM: Community Development

SPECIAL REPORTS EXHIBITS: Vicinity Map OTHER: Agreement

SUBJECT: SAN SEBASTIAN RESERVE (112 LOTS)

REQUEST: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE A SEWER

AND WATER CAPACITY AGREEMENT FOR SAN SEBASTIAN RESERVE

(112 LOTS)

SUMMARY:

The City's standard Sewer and Water Capacity Agreement has been prepared for San Sebastian Reserve, located North of Lester Road and West of Rock Springs Road.

FUNDING SOURCE: N/A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for San Sebastian Reserve.

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity Clerk

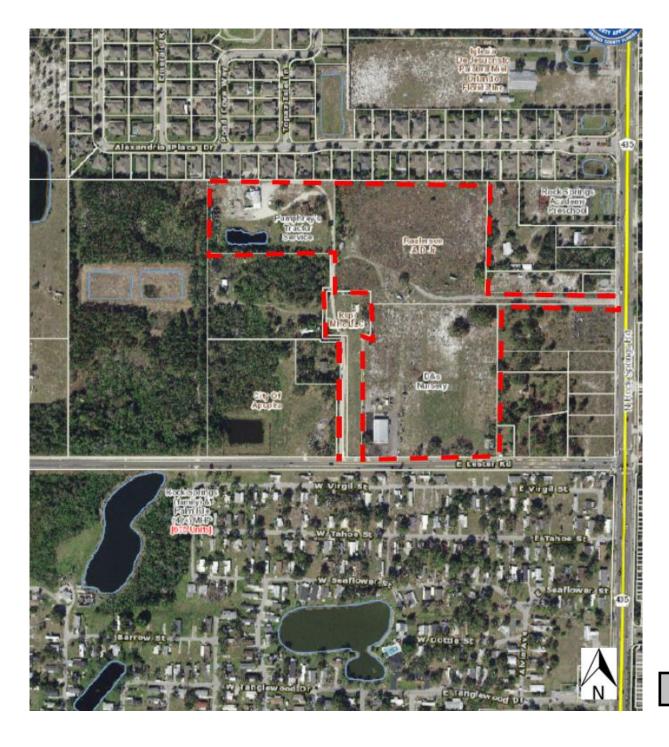
Community Development Director Police Chief Fire Chief



SAN SEBASTIAN RESERVE

A.D. Raulerson Sr. A. D. Raulerson, Jr and Curtis & Karen Pumphrey Parcel ID No: 28-20-28-0000-00-084; 28-20-28-0000-00-040; 28-20-28-0000-00-077 Total Acres: 23.14 +/-

VICINITY MAP



SEWER AND WATER CAPACITY AGREEMENT SAN SEBASTIAN RESERVE (112 LOTS)

THIS AGREEMENT, made as of this ____ day of ______, 20___, by and between the City of Apopka, Florida, a municipal corporation, hereinafter sometimes referred to as "City" or "Utility" or both; and **K Hovnanian San Sebastian**, **LLC**, sometimes hereinafter referred to as "Owner" or "Developer" or both.

WHEREAS, in the City of Apopka Comprehensive Plan it has been established that land development shall not be permitted unless adequate capital facilities exist or are assured; and

WHEREAS, in the City of Apopka Comprehensive Plan the policy has been established that land development shall bear a proportionate cost of the provision of the new or expanded capital facilities required by such development; and

WHEREAS, the City of Apopka Comprehensive Plan established that the imposition of impact fees and dedication requirements are the preferred methods of regulating land development in order to ensure that it bears a proportionate share of the cost of capital facilities necessary to accommodate the development and to promote and protect the public health, safety and welfare; and

WHEREAS, the City Council of the City of Apopka has determined that the City of Apopka must expand its water and sewer systems in order to maintain current water and sewer standards if new development is to be accommodated without decreasing current standards; and

WHEREAS, the City Council of the City of Apopka enacted an Ordinance providing for Water and Sewer Capital Facilities Fees and Tap Fees; and

WHEREAS, Developer owns or controls lands located in City of Apopka or Orange

County, Florida, and described in **Exhibit "A"** attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property by erecting thereon, individually metered units, general service units, or combination of these; and

WHEREAS, Developer has officially requested that the Utility provide central water distribution and sewage collection service for Developer's property herein described in **Exhibit "A"**; and

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, Utility's main extension policy and the City's Code of Ordinances, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Utility; and

WHEREAS, Developer's project and the receipt of water and sewer service is contingent upon the construction and utilization of existing and contemplated water and sewer service facilities and the availability of capacity of those facilities; and

WHEREAS, the Developer is obligated to pay certain Capital Facilities Fees in conjunction with this commitment for capacity and does desire to execute a Service Agreement with the City.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Compliance.

The Owner agrees that both he and his successors and assigns will abide by the provisions of this Agreement and the relevant Ordinances of the City and that he will install or have installed the improvements required by the City in accordance with the

provisions of this Agreement and of said Ordinances. The Owner further understands and agrees that, in the development of the subject property, failure to abide by the terms of this Agreement, the provisions of the City's Ordinances, or any other applicable regulations, ordinances, or laws from time to time existing, shall constitute grounds for refusal by the City, or the appropriate authority thereof, to allow such development, to obtain building permits, to institute utility services, or to permit occupancy of completed improvements.

Section 2. Definitions.

- A. "ERU (Water)" means Equivalent Residential Unit defined as having the average demand of 400 gallons per day, without reclaimed water available, and having the average demand of 300 gallons per day, with reclaimed water available.
- B. "ERU (Sewer)" means Equivalent Residential Unit defined as having the average demand of 300 gallons per day.
- C. "DEP" shall mean the Department of Environmental Protection of the State of Florida.
- D. "Notice To Proceed" A document executed by the Developer requesting specific water.
- E. "Point of Delivery" The point where the pipes or meter of the Utility are connected with the pipes of the consumer or Owner. Unless otherwise indicated, Point of Delivery shall be at the Owner's lot line.
 - F. "Property" The area or parcel of land described in **Exhibit "A"** attached hereto.
- G. "Service" The readiness and ability on the part of the Utility to furnish and maintain water and sewer service to the point of delivery for each lot or tract pursuant to

applicable ordinances, laws, rules, regulations, permits and Utility policies.

Section 3. On-Site Installation.

To induce the Utility to provide the water treatment and sewage collection and disposal facilities, and to continuously provide Owner's Property with water and sewer services, unless otherwise provided for herein, Owner hereby covenants and agrees to construct and to transfer ownership and control to the Utility, as a contribution-in-aid-ofconstruction, the on-site water distribution and sewage collection systems located on Owner's Property. The term "on-site water distribution and sewer collection systems" means and includes all water distribution and supply mains, lines and pipes, and related facilities and sewage collection lines facilities and equipment, including pumping stations, constructed within the boundaries of Owner's Property adequate in size to serve each lot or unit within the property or as otherwise required by Utility. Owner shall install at its sole expense all of the aforesaid facilities within the Property in accordance with the plans, specifications and all other pertinent documents approved by the Utility. Developer will furnish Utility with three (3) copies of the plans and specifications for the water distribution system, sewage collection main lift stations and other facilities necessary to serve the property described in **Exhibit "A"**.

Developer shall obtain approval of plans and specifications from all necessary agencies. No construction shall commence until utility and appropriate regulatory agencies have approved such plans and specifications in writing. If construction commences prior to all such approvals and any other approvals required hereunder, Utility shall have no responsibility to accept such lines and facilities and Utility may elect to terminate this Agreement and/or not provide service to Developer until such time as

Developer obtains all such required approvals. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one copy of the water and/or sewer construction permit and approved plans. Developer shall also supply to the Utility a copy of the final estimate or payment covering all contract items and Release of Lien from Contractor(s).

After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when Utility actually receives same.

During the construction of the water distribution and sewage collection systems by Developer, Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to insure compliance with the approved plans and specifications. The engineer of record and utility contractor shall be present for all standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plan and specifications, and good engineering practices.

Upon completion of construction, Developer's engineer of record shall submit to

Utility a copy of the signed certification of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The engineer of record shall also submit to Utility paper copies of the as-built plans prepared signed and sealed by the engineer of record. Developer will provide Utility with two (2) copies of the approved paving and drainage plans. Developer will provide Utility with three (3) copies of the approved subdivision plat.

Section 4. Off-Site Installation.

The Developer will construct and install water mains, gravity sewer lines, lift station(s) and force main(s) from Developer's property to the Utility existing facilities in accordance with overall master plans of the utility system and in accordance with approved engineering plans and specifications. At all times prior to, during and upon completion of the construction of the extensions of water and sewer lines, Utility shall have the right to inspect and approve all construction plans and specifications, piping, connections, equipment, materials and construction work being provided or performed, or previously provided or performed, by or on behalf of the Developer. Such approval shall not be unreasonably withheld or delayed by Utility, and any costs of such inspections shall be borne by Utility. It shall be the Developer's responsibility to insure that all construction fully meets the plans and specifications approved by the Utility. The cost of inspections resulting from required corrective action shall be borne by the Developer. As conditions precedent to receiving water and sewer service, Developer shall:

- A. Provide Utility with three (3) copies of the approved subdivision plat.
- B. Provide Utility with three (3) copies of the approved paving and drainage plans

of the development.

- C. Furnish Utility with three (3) copies of the plans, specifications and engineering cost estimate for the water distribution system, sewage collection system, lift station(s) and other facilities necessary to serve the property described in **Exhibit "A"**. Developer must receive approval from Utility of said plans, specifications and engineering cost estimate prior to proceeding with any construction of the facilities.
- D. Obtain approval of the plans and specifications from all necessary governmental agencies, including, but not limited to, the Florida Department of Environmental Protection and the City of Apopka. No construction shall commence until Utility and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one (1) copy of water and/or sewer construction permit and approved plans.
- E. After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when Utility actually received same.

During the construction of the water distribution and sewage collection systems by

Developer, the Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. The engineer of record and utility contractor shall be present at all standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices.

F. Upon completion of construction, Developer's engineer of record shall submit to Utility a copy of the signed certifications of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included.

Developer's engineer shall deliver one (1) set of paper copies of "As-built" engineering plans, prepared signed and sealed by the professional engineer of record, showing the location of all water and sewer systems and services installed, and certification by the professional engineer of record to the Utility that such systems and services, as built, comply with the plans and specifications approved by the Utility.

Furnish proof satisfactory to the Utility that the installation of the facilities and all contractors, subcontractors, materialmen and laborers have been paid in full, and provide an engineer's certificate of total cost of improvements, i.e., by Release of Lien or other appropriate means.

G. As per this Agreement, Developer shall install, at its sole expense, all of the

aforesaid facilities off-site, in accordance with the plans and specifications approved by the Utility. The Utility agrees it will complete its review of the plans and specifications within thirty (30) days of receipt from the Developer.

- H. Developer hereby agrees to transfer to Utility title to all water distributions and sewage collection systems installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Utility issues its final letter of acceptance. As further evidence of said transfer to title, upon completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Utility, Developer shall:
 - 1. Provide Utility with copies of Release of Lien for said Property.
- J. Developer shall assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Utility which Developer obtains from any contractor constructing the utility systems. Developer shall remain secondarily liable on such warranties. If Developer does not obtain such written warranty and/or maintenance bond from its contractor and deliver same to Utility, which warranty and/or maintenance bond shall be for a minimum period of two years, then in such event, Developer by the terms of this instrument, agrees to indemnify and save harmless the Utility for an loss, damages, costs, claims, suits, debts, or demands by reason of latent defects in the systems which could not have been reasonably discovered upon normal engineering inspection, for a period of two years from the date of acceptance by the Utility of said utility systems.
- K. The Developer shall provide Utility with all appropriate operations/maintenance and parts manuals.
 - L. The Developer shall further cause to be conveyed to Utility all easements

and/or rights-of-way covering areas in which water and sewer systems are installed, by recordable document in form satisfactory to the Utility and shall convey title to the Utility, by recordable document in form satisfactory to Utility, and lift stations constructed on Developer's Property along with recordable ingress/egress easement documents.

M. Utility agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Utility for the continuous operation and maintenance of such systems from that date forward.

Section 5. Easement.

Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain or operate the said facilities in, under, upon, over and across the present and future streets, roads, alleys and easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and is independent of said record plats. Mortgagees, if any, holding prior liens on the Property shall be required to either release such lien, subordinate their positions or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility, as long as Utility complies with the terms of this Agreement. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or

rights-of-way if not located within platted or dedicated road or rights-of-ways for utility purposes.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Developer's property upon which Utility is constructing or operating utility facilities. The foregoing grants shall be for such period of time as Utility or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities. The parties agree that in the event Developer and Utility agree to install any of the water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owner shall grant to Utility, the necessary easement or easements for such "private property" installation; provided, all such "private property" installations by Utility shall be made in such a manner as not to interfere with the then primary use of such "private property". The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities, or as otherwise agreed to by Utility, provided each does not interfere with Utility's use thereof.

The Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and sewer industry with respect to the installation of all its facilities in any of the easement areas.

Section 6. <u>Utility's Exclusive Right to Utility Facilities</u>.

Developer agrees with Utility that all water and sewer facilities accepted by Utility in connection with providing water and sewer services to the Property shall at all times remain in the sole, complete and exclusive ownership of Utility, its successors and

assigns, and any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and sewer services to other persons or entities located within or beyond the limits of the Property.

Section 7. Exclusive Right to Provide Service.

As a further and essential consideration of this Agreement, Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in business or businesses of providing potable water or sewer services to the Property during the period of time Utility, its successors and assigns, provide water or sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for providing by Developer, from its own sources and lines for irrigation uses.

Section 8. Rates.

The Utility agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth by the City Council. However, notwithstanding any provision in this Agreement, the Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to approval by the City Council.

Notwithstanding any provision in this Agreement, the Utility may establish, amend or

revise, from time to time, in the future, and enforce rules and regulations covering water and sewer services to the Property, including the costs thereof.

Any such initial or future lower or increased rate schedules, and rules and regulations established, amended or revised and enforced by Utility from time to time in the future shall be binding upon Developer; upon any person or other entity holding by, through or under developer; and upon any user or consumer of the water and sewer provided to the Property by Utility.

Section 9. Capital Facility Fees.

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce the Utility to provide water and sewage service, Developer hereby agrees to pay to Utility the following Capital Facility Fees:

A. Water Capital Facility Fee. A capital facility fee which represents the capital cost of the Primary System capacity expansion will be charged and paid in the manner described herein. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City reserves the right to prospectively adjust unpaid fees and charges assessed herein. The Owner will be required to build or to provide the cost of construction of the Secondary or Local Distribution System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The water Capital Facility Fee charged shall be calculated as follows:

Total Water

Capacity	No. Of	Water Capital	Facility Fee
Committed	ERU's	Facility Fee	Due from
in Gallons	<u>Committed</u>	Per ERU_	<u>Owner</u>
34,500	112	\$957.00	\$107,184.00

B. Sewer Capital Facility Fee. A capital facility fee shall be assessed by the City which represents the capital cost of the Primary System Capacity expansion. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required, the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City additionally reserves the right to prospectively adjust unpaid fees and charges assessed herein. Owner will be required to build or to provide the cost of construction of the Secondary or Local Distribution System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The Sewer Capital Facility Fee charged shall be calculated as follows:

Total Sewer

Capacity	No. Of	Sewer Capital	Facility Fee
Committed	ERU's	Facility Fee	Due from
in Gallons	<u>Committed</u>	Per ERU	<u>Owner</u>
34,500	112	\$4,775.00	\$534,800.00

Section 10. Payment of Capital Fees.

The capital facility fees described herein shall be due and payable as follows:

A. 10% of all capital facilities fees for all units at the time of applying to DEP for

a permit.

- B. 20% of all capital facilities fees at the time of receiving DEP approval/permit or120 days from the date of application whichever occurs first.
- C. 10% of all capital facilities fees at the time of issuance of Certificate of Acceptance by City or 120 days from the date of issuance of DEP permit whichever occurs first.
- D. 20% of all capital facilities fees 12 months after the date of issuance of the DEP permit as set forth in (b).
- E. 20% of all capital facilities fees not later than 24 months after the date of issuance of the DEP permit as set forth in (b).
- F. All capital facilities fees are due not later than 36 months after the date of the issuance of the DEP permit as set forth in (b).

The capital facilities fees shall be based on the fee schedule in effect at the time payment is actually made to the City. The fees set forth therein are the minimum due and payable. Capital Facilities Fees shall be due and payable by the Owner on or before application for building permits for each individual lot or land development activity. During the time period following the issuance of the DEP permit until all capital facilities fees are paid, the amount due and payable shall always be the greater of the scheduled fees or the fees due upon applying for building permits during this period. If the Capital Facilities fees are paid in conjunction with the application for building permits are less than the fees currently due pursuant to subparagraphs (d), (e), and (f) of this Section, the Owner must remit the difference as same comes due pursuant to the schedule. If the amount due in conjunction with the application for building permits exceeds the amount

due pursuant to schedule, the amount due in conjunction with the application for building permits shall be the amount due and payable regardless of the amount of the scheduled payment.

The 40% first paid in accordance with subparagraphs (a), (b), and (c) of this Section will apply to the last 40% of the building permits applied for by the Developer. A failure of the Developer to pay all sums due in accordance with this Section shall be considered a default and all of the Capital Facilities Fees shall become immediately due and payable and all other rights and remedies associated with a default shall be available to the City.

It is also agreed by the parties that:

- (a) No lots, units or interests in the property, development or units may be sold until 100% of all the capital facilities fees on those lots or units to be sold have been paid.
- (b) No capacity may be transferred, sold or bartered to any other land development activity.
- (c) If the Developer should default on any of the aforedescribed, the City shall have the right to record a lien on all remaining lots owned by the Developer for unpaid fees and shall have the right to demand the return of unused capacity. This right is in addition to all other rights available to the City under Florida law.

Section 11. Refund of Fee Paid.

The parties agree that if a DEP permit expires and DEP has released all permitted capacity back to the City and no construction has been commenced, then the Developer

shall be entitled to a refund of the capital facility fees paid as a condition for its issuance except that the City shall retain three percent (3%) of the refunded funds as a fee to offset the costs of collection and refund.

Section 12. Recapture of Capacity.

The parties agree that if the development has not been substantially completed by the end of the calendar quarter immediately following two (2) years from the date on which the water and sewer capital facility fee was paid in full, or if the developer is in default under this agreement or if the DEP permit issued to the developer has expired or the Developer has not proceeded to develop the property described in **Exhibit "A"** within two years from the date of execution of this Agreement, the City may petition, if necessary, the DEP to recapture the capacity committed pursuant to this Agreement. If said capacity is all released back to the City, the City may refund the capital facility fees as set forth in paragraph 11 above.

Section 13. Maintenance Fees.

The parties agree that the City may subject encumbered or committed water and sewer capacity to a maintenance fee to be assessed by the City. The amount of such fee will be determined by the City Council and shall be based upon the costs of maintaining the committed capacity for the Developer. Such fees shall not be a Capital Facility Fee as described herein and shall be due and payable as directed by the City.

Section 14. Water System Tap Fee.

The parties agree that a Water Tap Fee shall be charged at the time of approval by the City of a service connection. Such fee will include the labor cost and the cost of connection piping from the main to the meter not to exceed fifty (50) feet in length and shall be charged as follows:

Single Service Meter 3/4" 1" 1½" 2"	\$350.00 \$412.00 \$631.00 \$757.00
<u>Dual Service Meter</u> 3/4"	\$274.00
Short Service Tap 3/4" & 1" 1½" & 2"	\$275.00 \$357.00
Long Service Tap 3/4" & 1" 1½" & 2"	\$836.00 \$918.00

For a meter or tap over two (2) inches in size, the work will be performed by the contractor, however, in circumstances where the City elects to perform the work, the fee charged shall be actual cost plus ten percent (10%).

Short service is defined as service located on the same side of a road or driveway of an existing water line where the connection is to be made. Long service is defined as service located on the opposite side of a road or driveway of an existing water line where the connection is to be made. There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet. An additional charge will be added equal to the county right-of-way permit fee when it is required. All Tap Fees are due and payable at the time that a service connection is approved by the Utility.

Section 15. Sewer Tap Fee and Other Charges.

The parties agree that a sewer tap fee shall be charged at the time of approval by the City of a service connection. The cost of extending or installing 6" sewer lateral shall be \$745.00 up to 25 feet and including cleanout, and shall be payable by the Developer

upon billing. For additional footage beyond 25 feet, the charge shall be \$12.00 per linear foot. The costs of any applicable county or state permits will be also an additional charge payable by the Developer. Any sewer lateral within the public right-of-way easement will remain the property of the City. All Tap Fees are due and payable at the time that a service connection is approved by the Utility. The other charges described herein are due and payable within 10 days of the date of the billing.

Section 16. <u>Miscellaneous Provisions Regarding Payments</u>.

The parties agree to the following with reference to fees described herein:

- A. No building permit for any developmental activity requiring the payment of a capital facility fee shall be issued unless and until the water and sewer capital facility fees have been paid.
- B. The City may require that all payments be made with certified funds or cashier's check if payments have been late or if the Developer has previously provided bad funds or if the Developer has an impaired credit reputation.
- C. In the event that the City should have to take any actions other than initial presentment of a check to a local bank in order to collect the payments due and payable pursuant to this Agreement, the Owner shall be responsible for any costs, including reasonable attorney's fee, incurred in taking such actions.
- D. Acceptance of payment of any of the Fees described herein in part or in full shall not constitute a waiver of the Utility's rates or regulations.
- E. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the Capital Facility Fee charges paid or to any of the water or

sewer facilities and properties of Utility, and all prohibitions applicable to Developer with respect to refund of such fees, are applicable to all persons or entities owning such property or an interest in such property.

Section 17. Agreement to Serve.

Upon the completion of construction of the water and sewer facilities by Developer, its inspection, the issuance of the final letter of acceptance by the Utility, the Utility covenants and agrees that it will allow the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of the Utility and shall provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities including the City. The Utility agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter the Utility will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority.

The parties agree that the capacity needed to provide service to the Property is 34,500 gallons per day for potable water supply and 34,500 gallons per day for wastewater removal. Developer agrees that the number of units of development for which capacity is reserved hereby shall not exceed the number of units of development for which capacity is reserved hereby pursuant to final development plans on file in the Community Development Department. Developer agrees that sewage to be treated by the Utility from Developer's property will consist of domestic wastewater and further

agrees that it will not allow any abnormal strength sewage to flow from developers' property to the Utility Sewage treatment facility that will cause harm to the treatment process. In addition, Developer further agrees that no wastewater, fluids or other substances and materials shall be discharged to the Utility's sanitary sewer collection/transmission system, which contain any hazardous, inflammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations (i.e., strengths) of said constituents. Developer grants to Utility the right to sample the Developer's sewage, as referred to hereinabove, to verify Developer's compliance with this paragraph.

Section 18. Application for Service: Consumer Installations.

Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of the Utility and approval for such connection has been granted.

Although the responsibility for connecting the consumer installation to the meter and/or lines of the Utility at the point of delivery is that of the Developer or entity other than the Utility, with reference to such connections, the parties agree as follows:

- A. Application for the installation of water meters and backflow preventers shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.
- B. All consumer installation connections may at its sole option be inspected by the Utility before backfilling and covering of any pipes.
 - C. Written notice to the Utility requesting an inspection of a consumer installation

connection may be given by the Developer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the meter and backflow preventer, if applicable, have been previously installed.

D. The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or a party other than the Utility.

E. If a kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Utility shall have the right to require that a grease trap and/or pretreatment unit be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Utility. The size, materials and construction of said grease traps are to be approved by the Utility. Developer hereby grants to the Utility the right to periodically inspect the pretreatment facilities herein described. The provisions of this paragraph shall not apply to individual residential kitchens.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Utility. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Owner will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage or impairment of the treatment process and/or facilities.

Section 19. Assurance of Title.

Within fifteen (15) days of DEP approval or prior to Developer issuing the Notice to Proceed to the Utility, at the expense of Developer, Developer agrees to deliver to the Utility a Certificate of Title, a Title Insurance Policy or an opinion of title from a qualified

attorney-at-law, with respect to the Property. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in the Agreement.

Section 20. Binding Effect of Agreement.

The Agreement shall be binding upon and shall inure to the benefit of Developer, the Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the terms of this Agreement, as contained herein. This Agreement is freely assignable by either party.

Section 21. Notice.

Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

	2301 Lucien Way
	Suite 260
	Maitland, FL 32751
	Attn: Kyle Upper
With a copy to:	·
and if the Utility, at:	City of Apopka Utilities Department, Attn: Eusie Watson 120 East Main Street, Apopka, FL 32704

Section 22. Laws of Florida.

This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto.

Section 23. Cost and Attorney's Fees.

In the event the Utility or Developer is required to enforce this Agreement by Court

proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

Section 24. Force Majeure.

In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, and all governmental rules or acts or action of any government or public or governmental authority or commission of board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

Section 25.

The rights, privileges, obligations and covenants of Developer and the Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

Section 26.

This Agreement supersedes all previous agreements or representations, either

verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, fully constitutes the Agreement between Developer and the Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

Section 27. Construction.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

In case of any differences of meaning or implication between the text of this Agreement and any caption, illustration, summary table, or illustrative table, the text shall control.

The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

The work "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Section 28.

Both parties warrant that they have the legal authority to execute this Agreement.

Section 29.

Notwithstanding the gallonage calculations that could be made hereunder relative to ERU's, by and execution hereof, Developer agrees that the intention of this contract is to reserve a given number of units of capacity for the property described in **Exhibit "A"** and

not for purposes of any other calculations.

Section 30.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that provision contained under one heading may be considered to be equally applicable under another in the interpretation of this contract.

Section 31.

By the execution hereof, Developer agrees that the Utility Company has certain obligations as a municipal utility to protect the health, safety and welfare of the public and not to burden Utility's customers with extraordinary expenses attributed or attributable to Developer, his successors or assigns, and that the Utility may, at its sole option, require pretreatment or special features such as grease traps. It is the intention of the parties that all sewage shall conform to the requirements of the Utility prior to introduction into Utility's collection system. Developer shall be responsible for all costs associated herewith.

Section 32.

The Utility shall, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

Section 33. Water Conservation Measures.

Water conservation measures shall be employed by the Developer. Said measures shall include but not be limited to:

A. Low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.

- B. Shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
- C. No swimming pool filter backwash water or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
- D. Spring-loaded/automatic shut-off water fixtures shall be utilized in all public restrooms. This shall include lavatory fixtures.
- E. Consideration and use (where possible) of dishwashers and washing machines which have water conservation features and/or utilize less water per cycle.

The Utility, at its discretion, shall review and approve all water conservation measures proposed by Developer.

Section 34.

Failure to insist upon strict compliance of any of the term, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, or shall any waiver or relinquishment of any right or power hereunder at any one time, or times, be deemed a waiver or relinquishment of such right or power at any other time or times.

Section 35.

In the event that relocation of existing water and sewer utilities are necessary for the Developer, Developer will reimburse utility in full for such relocations.

[Remainder of page intentionally left blank. [Signatures on the following pages.]

WITNESSES:	THE CITY OF APOPKA, A Florida municipal corporation
Print Name	Edward Bass City Administrator
Print Name	
STATE OF FLORIDA COUNTY OF ORANGE	
a Florida municipal corporation,	acknowledged before me this day of Iward Bass, City Administrator of the City of Apopka, he is personally known to me or has produced as identification and did
(NOTARY'S SEAL)	Notary Public
	Print Name Commission No.

WITNESSES: Cuy Tunsell Guy Trussell Print Name Print Name Print Name	OWNER: By: Divisional President Title
STATE OF Florida COUNTY OF Orange The foregoing instrument was acknown.	
(Name of officer or agent) of K. Hovnance (Name of corporation acknowledging), a (state or place of corporation) Corporation, on but Is/are personally known to me or has produced (type of identification) as identification and did (behalf of the corporation. (He/She/They
CYNTHIA LEIGH LINDEN Notary Public - State of Florida Commission # FF 187028 My Comm. Expires Apr 26, 2019 Bonded through National Notary Assn.	NOTARY PUBLIC TO THE MENTARY PUBLIC

EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION

A parcel of land comprising a portion of Section 28, Township 20 South, Range 28 East, City of Apopka, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of aforesaid Section 28; thence run North 89° 55' 56" West along the South line of the Southeast 1/4 of said Section 28 for a distance of 600.00 feet; thence departing said South line run North 00° 23' 24" East for a distance of 30.00 feet to a point on the North right-of-way line of East Lester Road and the POINT OF BEGINNING; thence run North 89° 55' 56" West along said North right-ofway line for a distance of 430.44 feet; thence departing said North right-of-way line run North 00° 22' 34" East for a distance of 326.71 feet; thence run North 89° 55' 56" West for a distance of 200.00 feet to a point on the East line of a parcel of land described in Official Records Book 3141, Page 1427 of the Public Records of Orange County, Florida; thence run the following courses along said East line: North 00° 22' 34" East for a distance of 244.90 feet; thence run South 89° 55' 56" East for a distance of 38.50 feet; thence run North 00° 22' 34" East for a distance of 208.00 feet to the Northeast corner of aforesaid parcel of land described in Official Records Book 3141, Page 1427; thence run North 89° 55' 56" West along the North line of said parcel for a distance of 188.12 feet; thence departing aforesaid North line run North 00° 14' 49" East for a distance of 174.83 feet; thence run North 89° 50' 38" West for a distance of 575.31 feet to a point on the West line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of aforesaid Section 28; thence run North 00° 07' 01" East along said West line for a distance of 345.69 feet to the Northwest corner of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 28; thence run South 89° 50' 38" East along the North line of the South 1/2 of the Southeast 1/4 of said Section 28, also being the South line of ALEXANDER PLACE according to the plat thereof as recorded in Plat Book 55, Pages 93 through 96 of aforesaid Public Records of Orange County, Florida for a distance of 1305.10 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of said Section 28; thence departing said North line and said South line run South 00° 17' 58" West, along the east line of the west 1/2 of the Southeast 1/4 of the Southeast 1/4 of said section 28 for a distance of 524.00 feet; thence departing said east line run South 89° 50' 22" East for a distance of 51.71 feet; thence run South 00° 23' 24" West a distance of 774.93 feet to the POINT OF BEGINNING;

Contains 22.86 acres more or less.

Together with:

A portion of Section 28, Township 20 South, Range 28 East, City of Apopka, Orange County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of said Section 28; thence North 00°23'24" East along the East line of the Southeast 1/4 of said Section 28, a distance of 750.01 feet; thence departing from said East line run North 89°55'56" West along a line 750 feet North from and parallel with, as measured at right angles to the South line of the Southeast 1/4 of said Section 28, a distance of 50.00 feet to the West right-of-way line of North Rock Springs Road and the POINT OF BEGINNING; thence South 00°23'24" West along said West right-of-way line, a distance of 31.06 feet; thence North 44°43'29" West, a distance of 35.43 feet to a point on a line lying 60 feet South from and parallel with, as measured at right angles to a Northerly boundary of lands described in that certain Corporate Warranty Deed as recorded in Official Records Book 6302, Page 1942, of the Public Records of Orange County, Florida; thence North 89°50'22" West along said parallel line, a distance of 524.90 feet; thence North 00°23'24" East along a line 600 feet West from and parallel with, as measured at right angles to the East line of the Southeast 1/4 of said Section 28, a distance of 5.07 feet to the Northwest corner of the South 750 feet of the East 660 feet of the Southeast 1/4 of said Section 28; thence continue North 00°23'24" East, a distance of 54.93 feet to a point on the Northerly boundary of said Corporate Warranty Deed; thence South 89°50'22" East along said Northerly boundary, a distance of 550.00 feet to the West right-of-way line of North Rock Springs Road; thence South 00°23'24" West along said West right-of-way line, a distance of 54.04 feet to the POINT OF BEGINNING.

Contains 0.77 acres more or less.



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENA	MEETING OF:	November 7, 2018
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PUBLIC HEARING FROM: Community Development

SPECIAL REPORTS EXHIBITS: Vicinity Map OTHER: Agreement

SUBJECT: VISTA RESERVE (153 LOTS)

REQUEST: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE A SEWER

AND WATER CAPACITY AGREEMENT FOR VISTA RESERVE (153 LOTS)

SUMMARY:

The City's standard Sewer and Water Capacity Agreement has been prepared for Vista Reserve, located one half mile north of the intersection of Rogers Road and Lester Road.

FUNDING SOURCE: N/A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Vista Reserve.

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief



VISTA RESERVE

Pulte Home Company LLC Parcel ID No: 29-20-28-0000-00-003 Total Acres: 61.1 +/-

VICINITY MAP



SEWER AND WATER CAPACITY AGREEMENT VISTA RESERVE (153 LOTS)

THIS AGREEMENT, made as of this ____ day of _______, 20___, by and between the City of Apopka, Florida, a municipal corporation, hereinafter sometimes referred to as "City" or "Utility" or both; and Pulte Home Company, LLC, sometimes hereinafter referred to as "Owner" or "Developer" or both.

WHEREAS, in the City of Apopka Comprehensive Plan it has been established that land development shall not be permitted unless adequate capital facilities exist or are assured; and

WHEREAS, in the City of Apopka Comprehensive Plan the policy has been established that land development shall bear a proportionate cost of the provision of the new or expanded capital facilities required by such development; and

WHEREAS, the City of Apopka Comprehensive Plan established that the imposition of impact fees and dedication requirements are the preferred methods of regulating land development in order to ensure that it bears a proportionate share of the cost of capital facilities necessary to accommodate the development and to promote and protect the public health, safety and welfare; and

WHEREAS, the City Council of the City of Apopka has determined that the City of Apopka must expand its water and sewer systems in order to maintain current water and sewer standards if new development is to be accommodated without decreasing current standards; and

WHEREAS, the City Council of the City of Apopka enacted an Ordinance providing for Water and Sewer Capital Facilities Fees and Tap Fees; and

WHEREAS, Developer owns or controls lands located in City of Apopka or Orange

County, Florida, and described in **Exhibit "A"** attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property by erecting thereon, individually metered units, general service units, or combination of these; and

WHEREAS, Developer has officially requested that the Utility provide central water distribution and sewage collection service for Developer's property herein described in **Exhibit "A"**; and

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, Utility's main extension policy and the City's Code of Ordinances, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Utility; and

WHEREAS, Developer's project and the receipt of water and sewer service is contingent upon the construction and utilization of existing and contemplated water and sewer service facilities and the availability of capacity of those facilities; and

WHEREAS, the Developer is obligated to pay certain Capital Facilities Fees in conjunction with this commitment for capacity and does desire to execute a Service Agreement with the City.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Compliance.

The Owner agrees that both he and his successors and assigns will abide by the provisions of this Agreement and the relevant Ordinances of the City and that he will install or have installed the improvements required by the City in accordance with the

provisions of this Agreement and of said Ordinances. The Owner further understands and agrees that, in the development of the subject property, failure to abide by the terms of this Agreement, the provisions of the City's Ordinances, or any other applicable regulations, ordinances, or laws from time to time existing, shall constitute grounds for refusal by the City, or the appropriate authority thereof, to allow such development, to obtain building permits, to institute utility services, or to permit occupancy of completed improvements.

Section 2. Definitions.

- A. "ERU (Water)" means Equivalent Residential Unit defined as having the average demand of 400 gallons per day, without reclaimed water available, and having the average demand of 300 gallons per day, with reclaimed water available.
- B. "ERU (Sewer)" means Equivalent Residential Unit defined as having the average demand of 300 gallons per day.
- C. "DEP" shall mean the Department of Environmental Protection of the State of Florida.
- D. "Notice To Proceed" A document executed by the Developer requesting specific water.
- E. "Point of Delivery" The point where the pipes or meter of the Utility are connected with the pipes of the consumer or Owner. Unless otherwise indicated, Point of Delivery shall be at the Owner's lot line.
 - F. "Property" The area or parcel of land described in **Exhibit "A"** attached hereto.
- G. "Service" The readiness and ability on the part of the Utility to furnish and maintain water and sewer service to the point of delivery for each lot or tract pursuant to

applicable ordinances, laws, rules, regulations, permits and Utility policies.

Section 3. On-Site Installation.

To induce the Utility to provide the water treatment and sewage collection and disposal facilities, and to continuously provide Owner's Property with water and sewer services, unless otherwise provided for herein, Owner hereby covenants and agrees to construct and to transfer ownership and control to the Utility, as a contribution-in-aid-of-construction, the on-site water distribution and sewage collection systems located on Owner's Property. The term "on-site water distribution and sewer collection systems" means and includes all water distribution and supply mains, lines and pipes, and related facilities and sewage collection lines facilities and equipment, including pumping stations, constructed within the boundaries of Owner's Property adequate in size to serve each lot or unit within the property or as otherwise required by Utility. Owner shall install at its sole expense all of the aforesaid facilities within the Property in accordance with the plans, specifications and all other pertinent documents approved by the Utility. Developer will furnish Utility with three (3) copies of the plans and specifications for the water distribution system, sewage collection main lift stations and other facilities necessary to serve the property described in **Exhibit "A"**.

Developer shall obtain approval of plans and specifications from all necessary agencies. No construction shall commence until utility and appropriate regulatory agencies have approved such plans and specifications in writing. If construction commences prior to all such approvals and any other approvals required hereunder, Utility shall have no responsibility to accept such lines and facilities and Utility may elect to terminate this Agreement and/or not provide service to Developer until such time as

Developer obtains all such required approvals. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one copy of the water and/or sewer construction permit and approved plans. Developer shall also supply to the Utility a copy of the final estimate or payment covering all contract items and Release of Lien from Contractor(s).

After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when Utility actually receives same.

During the construction of the water distribution and sewage collection systems by Developer, Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to insure compliance with the approved plans and specifications. The engineer of record and utility contractor shall be present for all standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plan and specifications, and good engineering practices.

Upon completion of construction, Developer's engineer of record shall submit to

Utility a copy of the signed certification of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The engineer of record shall also submit to Utility paper copies of the as-built plans prepared signed and sealed by the engineer of record. Developer will provide Utility with two (2) copies of the approved paving and drainage plans. Developer will provide Utility with three (3) copies of the approved subdivision plat.

Section 4. Off-Site Installation.

The Developer will construct and install water mains, gravity sewer lines, lift station(s) and force main(s) from Developer's property to the Utility existing facilities in accordance with overall master plans of the utility system and in accordance with approved engineering plans and specifications. At all times prior to, during and upon completion of the construction of the extensions of water and sewer lines, Utility shall have the right to inspect and approve all construction plans and specifications, piping, connections, equipment, materials and construction work being provided or performed, or previously provided or performed, by or on behalf of the Developer. Such approval shall not be unreasonably withheld or delayed by Utility, and any costs of such inspections shall be borne by Utility. It shall be the Developer's responsibility to insure that all construction fully meets the plans and specifications approved by the Utility. The cost of inspections resulting from required corrective action shall be borne by the Developer. As conditions precedent to receiving water and sewer service, Developer shall:

- A. Provide Utility with three (3) copies of the approved subdivision plat.
- B. Provide Utility with three (3) copies of the approved paving and drainage plans

of the development.

- C. Furnish Utility with three (3) copies of the plans, specifications and engineering cost estimate for the water distribution system, sewage collection system, lift station(s) and other facilities necessary to serve the property described in **Exhibit "A"**. Developer must receive approval from Utility of said plans, specifications and engineering cost estimate prior to proceeding with any construction of the facilities.
- D. Obtain approval of the plans and specifications from all necessary governmental agencies, including, but not limited to, the Florida Department of Environmental Protection and the City of Apopka. No construction shall commence until Utility and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one (1) copy of water and/or sewer construction permit and approved plans.
- E. After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when Utility actually received same.

During the construction of the water distribution and sewage collection systems by

Developer, the Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. The engineer of record and utility contractor shall be present at all standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices.

F. Upon completion of construction, Developer's engineer of record shall submit to Utility a copy of the signed certifications of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included.

Developer's engineer shall deliver one (1) set of paper copies of "As-built" engineering plans, prepared signed and sealed by the professional engineer of record, showing the location of all water and sewer systems and services installed, and certification by the professional engineer of record to the Utility that such systems and services, as built, comply with the plans and specifications approved by the Utility.

Furnish proof satisfactory to the Utility that the installation of the facilities and all contractors, subcontractors, materialmen and laborers have been paid in full, and provide an engineer's certificate of total cost of improvements, i.e., by Release of Lien or other appropriate means.

G. As per this Agreement, Developer shall install, at its sole expense, all of the

aforesaid facilities off-site, in accordance with the plans and specifications approved by the Utility. The Utility agrees it will complete its review of the plans and specifications within thirty (30) days of receipt from the Developer.

- H. Developer hereby agrees to transfer to Utility title to all water distributions and sewage collection systems installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Utility issues its final letter of acceptance. As further evidence of said transfer to title, upon completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Utility, Developer shall:
 - I. Provide Utility with copies of Release of Lien for said Property.
- J. Developer shall assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Utility which Developer obtains from any contractor constructing the utility systems. Developer shall remain secondarily liable on such warranties. If Developer does not obtain such written warranty and/or maintenance bond from its contractor and deliver same to Utility, which warranty and/or maintenance bond shall be for a minimum period of two years, then in such event, Developer by the terms of this instrument, agrees to indemnify and save harmless the Utility for an loss, damages, costs, claims, suits, debts, or demands by reason of latent defects in the systems which could not have been reasonably discovered upon normal engineering inspection, for a period of two years from the date of acceptance by the Utility of said utility systems.
- K. The Developer shall provide Utility with all appropriate operations/maintenance and parts manuals.
 - L. The Developer shall further cause to be conveyed to Utility all easements

and/or rights-of-way covering areas in which water and sewer systems are installed, by recordable document in form satisfactory to the Utility and shall convey title to the Utility, by recordable document in form satisfactory to Utility, and lift stations constructed on Developer's Property along with recordable ingress/egress easement documents.

M. Utility agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Utility for the continuous operation and maintenance of such systems from that date forward.

Section 5. Easement.

Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain or operate the said facilities in, under, upon, over and across the present and future streets, roads, alleys and easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and is independent of said record plats. Mortgagees, if any, holding prior liens on the Property shall be required to either release such lien, subordinate their positions or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility, as long as Utility complies with the terms of this Agreement. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or

rights-of-way if not located within platted or dedicated road or rights-of-ways for utility purposes.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Developer's property upon which Utility is constructing or operating utility facilities. The foregoing grants shall be for such period of time as Utility or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities. The parties agree that in the event Developer and Utility agree to install any of the water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owner shall grant to Utility, the necessary easement or easements for such "private property" installation; provided, all such "private property" installations by Utility shall be made in such a manner as not to interfere with the then primary use of such "private property". The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities, or as otherwise agreed to by Utility, provided each does not interfere with Utility's use thereof.

The Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and sewer industry with respect to the installation of all its facilities in any of the easement areas.

Section 6. <u>Utility's Exclusive Right to Utility Facilities</u>.

Developer agrees with Utility that all water and sewer facilities accepted by Utility in connection with providing water and sewer services to the Property shall at all times remain in the sole, complete and exclusive ownership of Utility, its successors and

assigns, and any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and sewer services to other persons or entities located within or beyond the limits of the Property.

Section 7. Exclusive Right to Provide Service.

As a further and essential consideration of this Agreement, Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in business or businesses of providing potable water or sewer services to the Property during the period of time Utility, its successors and assigns, provide water or sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for providing by Developer, from its own sources and lines for irrigation uses.

Section 8. Rates.

The Utility agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth by the City Council. However, notwithstanding any provision in this Agreement, the Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to approval by the City Council.

Notwithstanding any provision in this Agreement, the Utility may establish, amend or

revise, from time to time, in the future, and enforce rules and regulations covering water and sewer services to the Property, including the costs thereof.

Any such initial or future lower or increased rate schedules, and rules and regulations established, amended or revised and enforced by Utility from time to time in the future shall be binding upon Developer; upon any person or other entity holding by, through or under developer; and upon any user or consumer of the water and sewer provided to the Property by Utility.

Section 9. Capital Facility Fees.

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce the Utility to provide water and sewage service, Developer hereby agrees to pay to Utility the following Capital Facility Fees:

A. Water Capital Facility Fee. A capital facility fee which represents the capital cost of the Primary System capacity expansion will be charged and paid in the manner described herein. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City reserves the right to prospectively adjust unpaid fees and charges assessed herein. The Owner will be required to build or to provide the cost of construction of the Secondary or Local Distribution System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The water Capital Facility Fee charged shall be calculated as follows:

Total Water

Capacity	No. Of	Water Capital	Facility Fee
Committed	ERU's	Facility Fee	Due from
<u>in Gallons</u>	<u>Committed</u>	Per ERU_	<u>Owner</u>
53,500	153	\$957.00	\$146,421.00

B. <u>Sewer Capital Facility Fee</u>. A capital facility fee shall be assessed by the City which represents the capital cost of the Primary System Capacity expansion. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required, the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City additionally reserves the right to prospectively adjust unpaid fees and charges assessed herein. Owner will be required to build or to provide the cost of construction of the Secondary or Local Distribution System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The Sewer Capital Facility Fee charged shall be calculated as follows:

Total Sewer

Capacity	No. Of	Sewer Capital	Facility Fee
Committed	ERU's	Facility Fee	Due from
<u>in Gallons</u>	<u>Committed</u>	Per ERU_	<u>Owner</u>
45,900	153	\$4,775.00	\$730,575.00

Section 10. Payment of Capital Fees.

The capital facility fees described herein shall be due and payable as follows:

- A. 10% of all capital facilities fees for all units at the time of applying to DEP for a permit.
- B. 20% of all capital facilities fees at the time of receiving DEP approval/permit or120 days from the date of application whichever occurs first.
- C. 10% of all capital facilities fees at the time of issuance of Certificate of Acceptance by City or 120 days from the date of issuance of DEP permit whichever occurs first.
- D. 20% of all capital facilities fees 12 months after the date of issuance of the DEP permit as set forth in (b).
- E. 20% of all capital facilities fees not later than 24 months after the date of issuance of the DEP permit as set forth in (b).
- F. All capital facilities fees are due not later than 36 months after the date of the issuance of the DEP permit as set forth in (b).

The capital facilities fees shall be based on the fee schedule in effect at the time payment is actually made to the City. The fees set forth therein are the minimum due and payable. Capital Facilities Fees shall be due and payable by the Owner on or before application for building permits for each individual lot or land development activity. During the time period following the issuance of the DEP permit until all capital facilities fees are paid, the amount due and payable shall always be the greater of the scheduled fees or the fees due upon applying for building permits during this period. If the Capital Facilities fees are paid in conjunction with the application for building permits are less than the fees currently due pursuant to subparagraphs (d), (e), and (f) of this Section, the

Owner must remit the difference as same comes due pursuant to the schedule. If the amount due in conjunction with the application for building permits exceeds the amount due pursuant to schedule, the amount due in conjunction with the application for building permits shall be the amount due and payable regardless of the amount of the scheduled payment.

The 40% first paid in accordance with subparagraphs (a), (b), and (c) of this Section will apply to the last 40% of the building permits applied for by the Developer. A failure of the Developer to pay all sums due in accordance with this Section shall be considered a default and all of the Capital Facilities Fees shall become immediately due and payable and all other rights and remedies associated with a default shall be available to the City.

It is also agreed by the parties that:

- (a) No lots, units or interests in the property, development or units may be sold until 100% of all the capital facilities fees on those lots or units to be sold have been paid.
- (b) No capacity may be transferred, sold or bartered to any other land development activity.
- (c) If the Developer should default on any of the aforedescribed, the City shall have the right to record a lien on all remaining lots owned by the Developer for unpaid fees and shall have the right to demand the return of unused capacity. This right is in addition to all other rights available to the City under Florida law.

Section 11. Refund of Fee Paid.

The parties agree that if a DEP permit expires and DEP has released all permitted capacity back to the City and no construction has been commenced, then the Developer shall be entitled to a refund of the capital facility fees paid as a condition for its issuance except that the City shall retain three percent (3%) of the refunded funds as a fee to offset the costs of collection and refund.

Section 12. Recapture of Capacity.

The parties agree that if the development has not been substantially completed by the end of the calendar quarter immediately following two (2) years from the date on which the water and sewer capital facility fee was paid in full, or if the developer is in default under this agreement or if the DEP permit issued to the developer has expired or the Developer has not proceeded to develop the property described in **Exhibit "A"** within two years from the date of execution of this Agreement, the City may petition, if necessary, the DEP to recapture the capacity committed pursuant to this Agreement. If said capacity is all released back to the City, the City may refund the capital facility fees as set forth in paragraph 11 above.

Section 13. Maintenance Fees.

The parties agree that the City may subject encumbered or committed water and sewer capacity to a maintenance fee to be assessed by the City. The amount of such fee will be determined by the City Council and shall be based upon the costs of maintaining the committed capacity for the Developer. Such fees shall not be a Capital Facility Fee as described herein and shall be due and payable as directed by the City.

Section 14. Water System Tap Fee.

The parties agree that a Water Tap Fee shall be charged at the time of approval by the City of a service connection. Such fee will include the labor cost and the cost of connection piping from the main to the meter not to exceed fifty (50) feet in length and shall be charged as follows:

Single Service Meter	
3/4"	\$350.00
1"	\$412.00
1½"	\$631.00
2"	\$757.00
<u>Dual Service Meter</u>	
3/4"	\$274.00
Short Service Tap	
3/4" & 1"	\$275.00
1½" & 2"	\$357.00
Long Service Tap	
3/4" & 1"	\$836.00
1½" & 2"	\$918.00

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For a meter or tap over two (2) inches in size, the work will be performed by the contractor, however, in circumstances where the City elects to perform the work, the fee charged shall be actual cost plus ten percent (10%).

Short service is defined as service located on the same side of a road or driveway of an existing water line where the connection is to be made. Long service is defined as service located on the opposite side of a road or driveway of an existing water line where the connection is to be made. There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet. An additional charge will be added equal to the county right-of-way permit fee when it is required. All Tap Fees are due and payable at the time that a service connection is approved by the Utility.

Section 15. Sewer Tap Fee and Other Charges.

The parties agree that a sewer tap fee shall be charged at the time of approval by the City of a service connection. The cost of extending or installing 6" sewer lateral shall be \$745.00 up to 25 feet and including cleanout, and shall be payable by the Developer upon billing. For additional footage beyond 25 feet, the charge shall be \$12.00 per linear foot. The costs of any applicable county or state permits will be also an additional charge payable by the Developer. Any sewer lateral within the public right-of-way easement will remain the property of the City. All Tap Fees are due and payable at the time that a service connection is approved by the Utility. The other charges described herein are due and payable within 10 days of the date of the billing.

Section 16. <u>Miscellaneous Provisions Regarding Payments</u>.

The parties agree to the following with reference to fees described herein:

- A. No building permit for any developmental activity requiring the payment of a capital facility fee shall be issued unless and until the water and sewer capital facility fees have been paid.
- B. The City may require that all payments be made with certified funds or cashier's check if payments have been late or if the Developer has previously provided bad funds or if the Developer has an impaired credit reputation.
- C. In the event that the City should have to take any actions other than initial presentment of a check to a local bank in order to collect the payments due and payable pursuant to this Agreement, the Owner shall be responsible for any costs, including reasonable attorney's fee, incurred in taking such actions.
- D. Acceptance of payment of any of the Fees described herein in part or in full shall not constitute a waiver of the Utility's rates or regulations.

E. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the Capital Facility Fee charges paid or to any of the water or sewer facilities and properties of Utility, and all prohibitions applicable to Developer with respect to refund of such fees, are applicable to all persons or entities owning such property or an interest in such property.

Section 17. Agreement to Serve.

Upon the completion of construction of the water and sewer facilities by Developer, its inspection, the issuance of the final letter of acceptance by the Utility, the Utility covenants and agrees that it will allow the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of the Utility and shall provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities including the City. The Utility agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter the Utility will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority.

The parties agree that the capacity needed to provide service to the Property is 42,900 gallons per day for potable water supply and 42,900 gallons per day for wastewater removal. Developer agrees that the number of units of development for which capacity is reserved hereby shall not exceed the number of units of development

for which capacity is reserved hereby pursuant to final development plans on file in the Community Development Department. Developer agrees that sewage to be treated by the Utility from Developer's property will consist of domestic wastewater and further agrees that it will not allow any abnormal strength sewage to flow from developers' property to the Utility Sewage treatment facility that will cause harm to the treatment process. In addition, Developer further agrees that no wastewater, fluids or other substances and materials shall be discharged to the Utility's sanitary sewer collection/transmission system, which contain any hazardous, inflammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations (i.e., strengths) of said constituents. Developer grants to Utility the right to sample the Developer's sewage, as referred to hereinabove, to verify Developer's compliance with this paragraph.

Section 18. Application for Service: Consumer Installations.

Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of the Utility and approval for such connection has been granted.

Although the responsibility for connecting the consumer installation to the meter and/or lines of the Utility at the point of delivery is that of the Developer or entity other than the Utility, with reference to such connections, the parties agree as follows:

A. Application for the installation of water meters and backflow preventers shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

- B. All consumer installation connections may at its sole option be inspected by the Utility before backfilling and covering of any pipes.
- C. Written notice to the Utility requesting an inspection of a consumer installation connection may be given by the Developer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the meter and backflow preventer, if applicable, have been previously installed.
- D. The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or a party other than the Utility.

E. If a kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Utility shall have the right to require that a grease trap and/or pretreatment unit be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Utility. The size, materials and construction of said grease traps are to be approved by the Utility. Developer hereby grants to the Utility the right to periodically inspect the pretreatment facilities herein described. The provisions of this paragraph shall not apply to individual residential kitchens.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Utility. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Owner will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage or impairment of the treatment process and/or facilities.

Section 19. Assurance of Title.

Within fifteen (15) days of DEP approval or prior to Developer issuing the Notice to Proceed to the Utility, at the expense of Developer, Developer agrees to deliver to the Utility a Certificate of Title, a Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in the Agreement.

Section 20. Binding Effect of Agreement.

The Agreement shall be binding upon and shall inure to the benefit of Developer, the Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the terms of this Agreement, as contained herein. Agreement is freely assignable by either party.

Section 21. Notice.

Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, FL 32811
Attn: Cliff Torres - Director of Land Development

With a copy to:

Gray Robinson 301 East Pine Street, Suite 1400 Orlando, FL 32801 Attn: Thomas Sullivan - Shareholder

and if the Utility, at:

City of Apopka Utilities Department, Attn: Eusie Watson

120 East Main Street, Apopka, FL 32704

Section 22. Laws of Florida.

This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto.

Section 23. Cost and Attorney's Fees.

In the event the Utility or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

Section 24. Force Majeure.

In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, and all governmental rules or acts or action of any government or public or governmental authority or commission of board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

Section 25.

The rights, privileges, obligations and covenants of Developer and the Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

Section 26.

This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, fully constitutes the Agreement between Developer and the Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

Section 27. Construction.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

In case of any differences of meaning or implication between the text of this Agreement and any caption, illustration, summary table, or illustrative table, the text shall control.

The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

The work "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Section 28.

Both parties warrant that they have the legal authority to execute this Agreement.

Section 29.

Notwithstanding the gallonage calculations that could be made hereunder relative to ERU's, by and execution hereof, Developer agrees that the intention of this contract is to reserve a given number of units of capacity for the property described in **Exhibit "A"** and not for purposes of any other calculations.

Section 30.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that provision contained under one heading may be considered to be equally applicable under another in the interpretation of this contract.

Section 31.

By the execution hereof, Developer agrees that the Utility Company has certain obligations as a municipal utility to protect the health, safety and welfare of the public and not to burden Utility's customers with extraordinary expenses attributed or attributable to Developer, his successors or assigns, and that the Utility may, at its sole option, require pretreatment or special features such as grease traps. It is the intention of the parties that all sewage shall conform to the requirements of the Utility prior to introduction into Utility's collection system. Developer shall be responsible for all costs associated herewith.

Section 32.

The Utility shall, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the

successors and assigns of the Developer.

Section 33. Water Conservation Measures.

Water conservation measures shall be employed by the Developer. Said measures shall include but not be limited to:

- A. Low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.
- B. Shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
- C. No swimming pool filter backwash water or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
- D. Spring-loaded/automatic shut-off water fixtures shall be utilized in all public restrooms. This shall include lavatory fixtures.
- E. Consideration and use (where possible) of dishwashers and washing machines which have water conservation features and/or utilize less water per cycle.

The Utility, at its discretion, shall review and approve all water conservation measures proposed by Developer.

Section 34.

Failure to insist upon strict compliance of any of the term, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, or shall any waiver or relinquishment of any right or power hereunder at any one time, or times, be deemed a waiver or relinquishment of such right or power at any other time or times.

Section 35.

In the event that relocation of existing water and sewer utilities are necessary for the Developer, Developer will reimburse utility in full for such relocations.

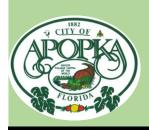
[Remainder of page intentionally left blank. [Signatures on the following pages.]

WITNESSES:	THE CITY OF APOPKA, A Florida municipal corporation
Print Name	Edward Bass City Administrator
Print Name	
STATE OF FLORIDA COUNTY OF ORANGE	
a Florida municipal corporation, h	acknowledged before me this day of lward Bass, City Administrator of the City of Apopka, ne is personally known to me or has produced as identification and did
(NOTARY'S SEAL)	Notary Public
	Print Name Commission No

WITNESSES: Joshua Kali	OWNER: By:
Josh Kalin	Director of Land Development
Print Name	Title
Eugenia Rios-Doria Print Name	
STATE OF Florida COUNTY OF Orange The foregoing instrum 2018 b	ent was acknowledged before me this <u>8</u> day of
(Name of officer or agent) of	ruite Home Company
(Name of corporation acknowled (state or place of corporation) C Is/are personally known to me of	Corporation, on behalf of the corporation. He/She/They
(type of identification) as identifi	ication and did (did not) take an oath.
\$ * M & N	Notary Public State of Florida Amy Steiger My Commission FF 217345 Expires 04/05/2019
	NOTARY PUBLIC

EXHIBIT "A"

Legal Description



CITY OF APOPKA CITY COUNCIL

X	CONSENT AGENDA	MEETING O	F: November 7, 2018
	PUBLIC HEARING	FROM:	Public Services
	SPECIAL REPORTS	EXHIBITS :	
	OTHER:		

SUBJECT: GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING SERVICES

REQUEST: APPROVE THE FIRST EXTENSION OF THE GEOTECHNICAL AND

ENVIRONMENTAL ENGINEERING SERVICES CONTRACTS TO UNIVERSAL

ENGINEERING SCIENCES AND TERRACON CONSULTING

SUMMARY:

On April 19, 2017, the City Council awarded Geotechnical and Environmental Engineering Services contracts to Universal Engineering Sciences and Terracon Consulting, for one year, with the option to extend the contracts for two additional one-year extensions

The services will be performed on an as needed basis. This is the first extension of each contract and is requested to be retroactive to April 19, 2018.

FUNDING SOURCE:

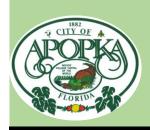
N/A

RECOMMENDATION ACTION:

Approve the first extension of the consulting services contracts for the Geotechnical and Environmental Engineering Services contract to Universal Engineering Sciences and Terracon Consulting, for one year.

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA	MEETING OF: November 7, 2018
PUBLIC HEARING	FROM: Public Services
SPECIAL REPORTS	EXHIBITS:
OTHER:	

SUBJECT: PROFESSIONAL ENGINEERING SERVICES

REQUEST: APPROVE THE FIRST EXTENSION OF THE PROFESSIONAL ENGINEERING

SERVICES CONTRACTS TO WRIGHT-PIERCE, TETRATECH, AND REISS

ENGINEERING FOR A PERIOD OF ONE YEAR.

SUMMARY:

On November 15, 2017, the City Council awarded Professional Engineering Services Contract to Wright Pierce, Tetratech and Reiss Engineering, to provide the City with a consulting services contract beginning December, with two one-year extensions.

The services will be performed on an as needed basis. This is the first extension of each contract.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve the first extension of the contracts for the consulting services for Professional Engineering Services with Wright Pierce, Tetratech, and Reiss Engineering for one year.

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief



X	CONSENT AGENDA	MEETING O	F: November 7, 2018
	PUBLIC HEARING	FROM:	Public Services
	SPECIAL REPORTS	EXHIBITS :	
	OTHER:		

SUBJECT: MOBILE PUMP FOR UTILITY MAINTENANCE

REQUEST: AUTHORIZE THE PURCHASE OF A MOBILE PUMP FROM THOMPSON

PUMP AND MANUFACTURING COMPANY, INC.

SUMMARY:

Staff has obtained a proposal from Thompson Pump and Manufacturing Company, Inc., through the Florida Sheriffs Association Contract for the purchase of a new mobile pump for the Utility Maintenance Division for \$40,407. Due to growth and increase in capacity in this segment of the utility service area, the need for emergency mobile pumping abilities has become critical. The mobile pump will aide in the event of a pump or power failure and minimize the opportunity for a sewer overflow to occur. This mobile pump will replace an existing 1998 pump.

FUNDING SOURCE:

Fund 401 – Utility Maintenance Budget

RECOMMENDATION ACTION:

Authorize the purchase of a mobile pump for the Utility Maintenance Division from Thompson Pump and Manufacturing Company, Inc., for \$40,407.

DISTRIBUTION



CLID	JECT: REPLACEMENT PUMPS AT TWO SANITA	A DV CEWED	I IET CTATIONS
_	SPECIAL REPORTS OTHER:	EXHIBITS:	
	PUBLIC HEARING	FROM:	Public Services
X	CONSENT AGENDA	MEETING O	F: November 7, 2018

REQUEST: AUTHORIZE THE PURCHASE OF TWO (2) PUMPS FROM XYLEM WATER

SOLUTIONS USA, INC.

SUMMARY:

Staff has obtained a proposal from Xylem Water Solutions USA, Inc., through the Florida Sheriffs Association Contract for the purchase of two (2) new pumps for replacement one (1) for \$32,928 the other for \$15,064 for a total of \$47,992. Due to growth and increases in capacity of the sanitary sewer service areas, it is necessary to replace these pumps to provide the correct pump design conditions to adequately serve the areas.

FUNDING SOURCE:

Fund 401 – Utility Plant Maintenance Budget

RECOMMENDATION ACTION:

Authorize the purchase of two (2) new replacement pumps for sanitary sewer lift stations from Xylem Water Solutions USA, Inc., for \$47,992.

DISTRIBUTION



X	CONSENT AGENDA	MEETING O	F: November 7, 2018
	PUBLIC HEARING	FROM:	Public Services
	SPECIAL REPORTS	EXHIBITS :	
	OFFICE		

___ OTHER:

SUBJECT: EMERGENCY REPAIRS OF THE PRESSURE-SUSTAINING VALVE AT THE

NORTH SHORE REUSE WATER PUMP STATION

REQUEST: APPROVE THE MCDADE WATERWORKS, INC., PROPOSAL TO PERFORM

EMERGENCY REPAIRS OF THE PRESSURE-SUSTAINING VALVE AT THE

NORTH SHORE REUSE WATER PUMP STATION

SUMMARY:

Staff noticed that the pressure-sustaining valve at the North Shore Reuse Water Pump Station is malfunctioning and leaking. This valve is needed to properly control the flow of water into the ground storage tank from the distribution system. The current installation is failing, and is no longer stopping the flow of water into the ground storage tank. This is leading to wasted water and requires emergency repairs.

Proposals from the following for an emergency replacement:

CompanyAmountFerguson Waterworks\$32,020Fluid Control Specialties, Inc.\$31,042McDade Waterworks, Inc.\$29,700

Staff requests approval for McDade Waterworks, Inc., to perform the referenced emergency repairs in the amount of \$29,700. Funding is not currently budgeted for this update in the FY 18/19 Utility Plant Maintenance Budget.

A budget amendment for the approved funding is included in this 11/07/18 agenda via Resolution No. 2018-24.

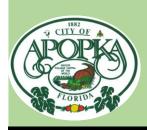
FUNDING SOURCE:

Fund 401 – Wastewater Utility Reserves

RECOMMENDATION ACTION:

Approve McDade Waterworks, Inc. to perform the emergency repairs of the pressure-sustaining valve at the North Shore Reuse Water Pump Station in the amount of \$29,700

DISTRIBUTION



X CONSENT AGENDA	MEETING OF: November 7, 2018
PUBLIC HEARING	FROM: Public Services
SPECIAL REPORTS	EXHIBITS:
OTHER:	

SUBJECT: PURCHASE OF A VEHICLE & HEAVY EQUIPMENT

REQUEST: AUTHORIZE THE PURCHASE OF EQUIPMENT FOR THE PUBLIC SERVICES

& POLICE DEPARTMENT

SUMMARY:

The purchase of heavy equipment for the Public Services Department and a vehicle for the Police Department. Pricing is made available through the Florida Sheriffs Association Contract. The pricing is as follows:

Heavy Equipment	Division	Vendor	Amount
Claw Truck	Grounds Maintenance	Kenworth of Central Florida	\$165,361
Caterpillar 420F-IT Backhoe	Utility Construction	Ring Power Corporation	\$84,402
Ford Police Interceptor SUV	Police Support Services	Prestige Ford	\$28,006.20

FUNDING SOURCE:

FY18/19 adopted budget.

RECOMMENDATION ACTION:

Authorize the purchase of heavy equipment through the Florida Sheriffs Association Contract.

DISTRIBUTION



X	CONSENT AGENDA	MEETING OF:	November 7, 2018
	PUBLIC HEARING	FROM:	Public Services

_ SPECIAL REPORTS EXHIBITS: OTHER: Business

SUBJECT: PURCHASE OF UTILITY & SANITATION COMMODITIES

REQUEST: APPROVE THE ISSUANCE OF BLANKET PURCHASE ORDERS FOR FISCAL

YEAR 2018/2019

SUMMARY:

The Public Services Department purchases large amounts of various commodities in its daily operations including pipe, fittings, safety equipment, and chemicals throughout the year. This purchasing is accomplished through piggybacking other municipalities and state contracts, which has provided the best cost savings for the quantities that are utilized.

In accordance with Section 107.3.1.2(IV) (A), of the City's Purchasing Policy, Staff requests approval to issue blanket purchase orders to the following vendors for the purchase of the referenced commodities.

Division	Vendor	Commodity	Amount	Municipal Contract
Warehouse Inventory	Core & Main	Pipe, Fittings, Accessories	\$1,500,000	City of St. Petersburg
Warehouse Inventory	Safety Products	Safety Equipment	\$60,000	City of St. Petersburg
Warehouse Inventory	Grainger	Tool and Misc.	\$60,000	State of Florida
Water Plants	Allied Universal Corporation	Sodium Hypochlorite	\$30,000	Volusia County
Wastewater	Allied Universal Corporation	Sodium Hypochlorite	\$89,600	Volusia County
Wastewater	Evoqua Water Technology	Odor Control & Chemicals	\$125,000	Sarasota County
Sanitation	Waste Management	Yard waste/bulky tipping fees	\$222,300	City of Orlando Contract
Sanitation	Orange County Utilities	MSW tipping fees	\$995,400	Evaluated Source
Sanitation	Waste Management/RCA	Recycling Processing fees	\$101,300	Orange County Contract
Sanitation	People Ready	Temp labor	\$94,600	Evaluated Source
Sanitation	Rehrig Pacific	Garbage/Recycling Carts	\$182,500	City of Miami Contract
Sanitation	Wastequip	Garbage dumpsters	\$55,900	Evaluated Source
Sanitation	Rehrig Pacific bear carts	Bear resistant garbage carts	\$105,016	Volusia County Contract

FUNDING SOURCE:

Fund 401- Utility Operating Fund: Included and approved in the FY 18/19 budget. Fund 402 – Sanitation Fund: Included and approved in the FY 2018/2019 Sanitation budget:

Florida Wildlife Commission Grant

RECOMMENDATION ACTION:

Approve the issuance of blanket purchase orders to the referenced vendors for the purchase of the commodities listed.

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity Clerk

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief



CONSENT AGENDA MEETING OF: November 7, 2018
PUBLIC HEARING FROM: Community Development

SPECIAL REPORTS EXHIBITS:

X OTHER: Florida Hospital Lease Agreement

SUBJECT: FLORIDA HOSPITAL (AdventHEALTH) LEASE AGREEMENT AND UCF

AGREEMENT

REQUEST: APPROVE STAFF TO EXECUTE A LEASE AGREEMENT WITH FLORIDA

HOSPITAL (AdventHEALTH)

APPROVE STAFF TO EXECUTE AGREEMENT WITH UCF FOR THE

INCUBATOR.

SUMMARY:

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 city is currently comparing cost estimates from the city's continuing service general contractors and a preferred qualified vendor provided by the UCF incubator.

On September 5, 2018 the City Council approved the funding of the renovation of this building (\$45,000) and moving the UCF Incubator to the site (\$5,000) at 205 N. Park Ave.

The City of Apopka staff and Florida Hospital (AdventHEALTH) have negotiated a lease agreement for the building located at 205 N Park Ave., adjacent to the old Florida Hospital building. This lease agreement allows the City to sub-lease the building to UCF for the Business Incubation Program.

Staff is requesting the following be approved by the City Council:

- Authorize staff to execute the attached lease Agreement with Florida Hospital (AdventHEALTH).
- Authorize staff to amend the Agreement with UCF for the Business Incubation Program.
- Wave permit fees for any building renovations and inspections.
- Authorize the selection of a contractor for the renovations at Florida Hospital via evaluated source and lowest cost not to exceed the funding amount of \$45,000. This method of procurement is being proposed based on the City Center time schedule for construction.

A budget amendment for the approved funding is included in this 11/07/18 agenda via Resolution No. 2018-24.

FUNDING SOURCE:

General Fund

DISTRIBUTION

205 N. Park Ave.





RECOMMENDATION ACTION:

City Council: Approve the following items:

- Authorize staff to execute the attached lease Agreement with Florida Hospital (AdventHEALTH).
- Authorize staff to amend the Agreement with UCF for the Business Incubation Program.
- Wave permit fees for any building review, renovations and inspections.
- Authorize the selection of a contractor for the renovations at Florida Hospital via evaluated source and lowest cost not to exceed the funding amount of \$45,000. This method of procurement is being proposed based on the City Center time schedule for construction.

LEASE SUMMARY SHEET

Lessor (Name and Address):	d/b/a Florida Hospital 1919 N. Orange Avenue Orlando, Florida 32804
Lessee:	The City of Apopka, Florida
Leased Premises:	205 North Park Avenue, Suite 108 Apopka, Florida 32703
Permitted Use:	Administrative office space
Lease Term:	MTM with 60 day notice to vacate premises
Commencement Date:	October 1, 2018
Termination Date:	Month to month
Security Deposit:	\$ -0-
Base Rent:	\$750.00/month

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of October, 2018, between **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, doing business as **FLORIDA HOSPITAL**, having a place of business at 601 East Rollins Street, Orlando, Florida (hereinafter referred to as the "Lessor") and the CITY OF APOPKA, a Florida governmental subdivision located at 120 East Main St., Apopka, FL 32703 (hereinafter referred to as "Lessee").

WITNESSETH

That, for and in consideration of the rental described hereinbelow and the mutual covenants and promises contained herein, the Lessor and the Lessee hereby covenant, promise and agree as follows:

SECTION 1. <u>PREMISES</u>. The Lessor does hereby lease and demise unto the Lessee, and the Lessee does hereby rent and take as tenant under the Lessor, the following described premises (the "Premises"):

205 North Park Avenue, Suite 108, Apopka, Florida 32703

SECTION 2. <u>LICENSE</u>. Lessor does hereby grant to Lessee a nonexclusive license for the use and enjoyment of those certain areas appurtenant to the Premises, consisting of all walkways and approaches to the Premises including the parking area. The license granted hereby shall exist only during the term of this Lease, and shall terminate simultaneously with any termination of the Lease.

SECTION 3. TERM. The term of this Lease shall begin on the Commencement Date (as hereinafter defined) and shall thereafter continue on a Month to Month basis until terminated by a ninety (90) day written notice by the Lessor or Lessee to the other party.

The Commencement Date shall be defined as December 1, 2018.

SECTION 4. <u>RENT</u>. Lessee shall pay Lessor \$750.00 per month plus applicable sales tax. Rental payments are due on the 1st day of each month. Lessor is responsible for all utilities, including electric, water and sewer.

SECTION 5. <u>USE OF PROPERTY</u>. The Premises shall be used for the operation of administrative office space and for no other purpose, without the prior written consent of the Lessor. Lessee shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any governmental

law, ordinance or regulation. Lessee shall obtain, at its expense, all permits and approvals required from all applicable governmental authorities for Lessee's use of the Premises as contemplated herein. Lessee agrees that they will park vehicles only in parking lot areas directed by the Lessor.

SECTION 6.

<u>IMPROVEMENTS AND ALTERATIONS</u>. The Lessor shall have no obligation to make any alterations or installations or otherwise prepare the Premises for Lessee's existing use. Lessor shall not be responsible for repairs of any kind to the premises.

SECTION 7.

<u>LESSEE'S RESPONSIBILITIES</u>. Lessee shall be responsible for all repairs to include windows and doors, plumbing, electrical wiring and fixtures, janitorial service and insurance. Lessee shall at the termination of this Lease, by lapse of time or otherwise, deliver the Premises to Lessor in as good condition as at the commencement of this Lease, ordinary wear and tear excepted.

SECTION 8. <u>INSURANCE</u>.

- (a) General Insurance Requirements. Lessee shall keep the Premises insured continuously during the term of the Lease by the kind of insurance described in, and with coverage in amounts not less than those specified in, the requirements set forth in Subsection (b) below. Such insurance shall be written by companies of recognized standing which are authorized to do business in the State of Florida, and are well rated by reputable national rating organizations and naming as the insured parties thereunder Lessor and Lessee as their interests may appear.
- (b) **Type of Insurance Required**. Lessee shall maintain comprehensive general public liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) for injury or death to one person per single incident, TWO MILLION DOLLARS (\$2,000,000) for injuries or death for any number of persons in any one occurrence, and such insurance to specifically cover the Premises for damage to property to the full value of personal property.
- (c) **Delivery of Policies, Etc.** Lessee shall deliver to Lessor promptly after the beginning of the term of the Lease a certificate or binder evidencing such insurance. Should Lessee fail to effect, maintain, or renew the insurance provided for above in the required amount, or to pay the premium therefor, or to deliver to Lessor any such certificate, then and in any of such events Lessor, at Lessor's option, but without obligation to do so, may, upon five (5) business days' notice to Lessee of the intention to do so, procure such insurance, and any sums expended by it to procure any such insurance shall be deemed Additional Rent payable to Lessor and shall on demand be forthwith

paid by Lessee to Lessor. However, it is expressly understood that procurement by Lessor of any such insurance shall not be deemed to waive or release the default of Lessee, or the right of Lessor, at Lessor's option, to recover possession of the Premises by reason of such default as herein provided. Lessee covenants and agrees to pay to Lessor any and all damages which Lessor may have sustained by reason of the failure of Lessee to obtain and maintain such insurance. It is expressly understood and agreed that Lessor shall not be obligated in any way or manner to insure any personal property of Lessee or which Lessee may have upon or within the Premises.

- (d) **Indemnity**. Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims, damages, expenses (including reasonable attorney's fees) and liabilities of any nature whatsoever arising from any act, omission, neglect or default of Lessee, its agents, servants and assign within the Leased Premises. Lessor agrees to indemnify and hold harmless Lessee from and against any and all claims, damages, expenses (including reasonable attorney's fees) and liabilities of any nature whatsoever arising from any act, omission, neglect, default of Lessor, its agents, servants and assigns in or about the Leased Premises and Common Area.
- (e) **Property Insurance**. Lessor shall bear the risk of loss to the Premises and improvements on the Premises, but same shall not include the personal property and contents of Lessee. Lessee shall bear the risk of loss, and purchase adequate property insurance to protect said contents.

SECTION 9. AD VALOREM TAXES. Lessor shall be responsible for all Ad Valorem Taxes on the property.

SECTION 10. DAMAGE TO OR DESTRUCTION OF THE PROPERTY. In the event that the Premises is damaged by fire, tornado, hurricane or other casualty, to such an extent that it cannot be restored within ninety (90) days from the date of such damage, then either party, may at its option, terminate this Lease as of the date of such damage by giving written notice to the other party within thirty (30) days thereafter of its election to do so. In the event the Premises is damaged by any such cause and can be restored within ninety (90) days after the date of such damage, the Lessor shall, as soon after receipt of any insurance proceeds due as is practical, commence to restore the Premises to substantially the same condition as before such damage occurred; provided however; that the Lessor shall not be required to rebuild, repair or replace any improvements or alterations made by the Lessee during the Lease period, and provided further, that the Lessor shall rebuild to the same condition. There shall be no rent during the period of restoration. If Lessee cannot wait 90 days, then Lessee has the right to cancel said lease

and rent. When repaired for occupancy, Lessee has option to return to Premises.

SECTION 11.

CONDEMNATION. In the event that the whole of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, this Lease shall terminate automatically and rent shall abate for the unexpired portion of the term, as of the date the physical taking occurs. In the event that a portion of the Premises is so taken, and the Lessee's use of the Premises is not thereby substantially and adversely affected, this Lease shall continue in full force and effect without abatement or diminution of rent. In the event of any taking, the Lessee agrees to make no claim against the Lessor for the value of the unexpired portion of the term of this Lease, nor for any related losses thereby occasioned and further agrees not to assert, claim or seek any portion of any award made to Lessor; provided, however, the foregoing shall not limit or prohibit Lessee from maintaining its own claim against the condemning authority.

SECTION 12.

ACCESS BY LESSOR. The Lessor may enter upon and inspect the Premises during regular business hours and with reasonable notice, unless in an emergency situation, for the purpose of ascertaining the Lessee's compliance with applicable laws, ordinances, regulations and governmental orders and directives and with the terms and conditions of this Lease. Lessor may also enter upon the Premises at any time, with reasonable notice, for the purpose of exhibiting the Premises to prospective tenants or purchasers.

SECTION 13.

<u>SUBORDINATION OF LEASE</u>. This Lease shall be subject and subordinate to all mortgages which may now or hereafter encumber any interest in the Premises, and each and all advances which have been made or may here-after be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, the Lessee shall execute promptly, without costs or charge, any instrument or certificate the Lessor may request. The Lessee hereby irrevocably constitutes and appoints the Lessor as the Lessee's attorney-in-fact to execute any such instrument or certificate for and on behalf of the Lessee.

SECTION 14.

MECHANICS LIENS. Nothing contained in this Lease shall be construed as a consent on the part of the Lessor to subject the Premises of the Lessor to liability under the mechanics lien law of the State of Florida. In the event that a mechanics lien is filed against the Premises in connection with any work performed by or on behalf of the Lessee, the Lessee shall satisfy same within ten (10) days from the date of filing. In the event that the Lessee fails to satisfy such claim within said ten (10) day period, Lessor may do so and may, thereafter, charge in connection with satisfaction of such claim, including attorney's fees. Further, the Lessee agrees to indemnify and save

the Lessor harmless from and against any damage or loss incurred by the Lessor as a result of any such mechanics lien. Without limiting the foregoing, the Lessee shall not cause or permit the placing of any other lien or encumbrance, of any nature whatsoever, against the Premises. This Section shall survive the termination of this Lease.

SECTION 15. SURRENDER OF PREMISES.

In the event that the Lessee plans to vacate the building, the Lessee shall serve notice to the Lessor not less than sixty (60) days prior to the vacating date. Whether this lease expires, or is terminated as above, no further obligation shall be expected nor demanded by the Lessor of the Lessee other than that the site be left in good order. Lessor agrees that Lessee will have the right to remove chattels, whether attached to the buildings or free standing.

The Lessee agrees that, on the last day of the term of this Lease, or in the event that this Lease is otherwise terminated, on such termination date, it shall peaceably and quietly leave and surrender the Premises in as good condition as on the first day of the term of this Lease, ordinary wear and use excepted. In the event that Lessee holds over beyond the expiration date of this Lease (or such earlier termination date), then it shall be deemed to be a tenant-at-sufferance, and shall vacate the Premises immediately upon receipt of notice from Lessor.

SECTION 16. DEFAULT BY LESSEE – LESSOR'S REMEDIES.

- (a) Each of the following shall be deemed to be an Event of Default under this Lease:
 - (1) If Lessee shall fail to comply with any non-rent obligation hereunder, and shall fail to cure such default within thirty (30) days after receipt of notice thereof; or
- (b) Upon the happening of any one or more of the foregoing Events of Default, Lessor may terminate this Lease by giving written notice thereof to Lessee, and such termination shall be effective thirty (30) days thereafter. Lessor may take possession of the Premises on such effective termination date and recover charges and damages accrued or accruing hereunder.
- (c) Upon the happening of any one or more of the foregoing Event of Default, or if the Premises shall be vacated or abandoned, or in the event of cancellation or termination hereof either by operation of law or by the issuance of a dispossess warrant or be the service of a notice of termination as above provided; Lessor may reenter the Premises, using such reasonable force for that purpose as may be

necessary without being liable to any prosecution for said reentry or the use of such force, and Lessor may repair or alter the Premises in such manner as Lessor may deem necessary or advisable, and or relet the Premises or any or all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer period, in Lessor's name. Any entry or reentry by Lessor, whether had or taken under summary proceedings or otherwise shall not absolve or discharge Lessee from liability hereunder.

- (d) In the event of breach by Lessee of any of the terms, covenants or conditions hereof, Lessor shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for.
- (e) The rights and remedies given to Lessor in this Lease are distinct, separate and cumulative remedies and not one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.
- SECTION 17. NOTICES. All notices and other communications between the parties hereto, permitted or required by the provisions of the Lease shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses shown below. The effective date of all notices shall be the date of receipt, as shown on the return receipt, or the date upon which delivery is refused, as shown on the return receipt or as certified by the postal authority.

If to the Lessor:

ADVENTIST HEALTH SYSTEM/SUNBELT, INC., d/b/a FLORIDA HOSPITAL
ATTN: Lisa Barrett, Director
1919 North Orange Avenue, Suite D
Orlando, Florida 32804

If to the Lessee:

UCF Business Incubation Program 205 N Park Avenue, Suite 108 Apopka, Florida 32703

SECTION 18. <u>AMENDMENT TO LEASE</u>. This Lease may be modified, amended or surrendered only by written instrument duly executed by the Lessor and Lessee.

SECTION 19. <u>ASSIGNMENT OF LEASE</u>.

- (a) **By Lessor**: The Lessor reserves the right to sell, mortgage, assign or otherwise transfer all or any part of its interest in the Premises and to assign all of its rights and obligations under this Lease, upon ninety (90) days' notice. Lessee may, at its option, terminate this lease of the date of such action by giving thirty (30) days' notice, and the Total Fixed Rent shall abate for the unexpired portion of the term of this lease.
- (b) **By Lessee**: Lessee shall not assign this Lease or any of its rights or obligations hereunder without the prior written consent of the Lessor, which consent shall not be arbitrarily withheld. Lessee shall not sublease all or portions of the Premises without the prior written consent of Lessor, which consent shall not be arbitrarily withheld.
- SECTION 20. <u>HEADINGS</u>. The headings used for the various sections herein contained are for convenient reference only, and are not intended to define, construe or in any manner limit the contents of such sections.
- SECTION 21. <u>SUCCESSORS AND ASSIGNS</u>. This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective successors and permitted assigns.
- SECTION 22. <u>TIME OF THE ESSENCE</u>. Time shall be of the essence with respect to each provision of this Lease which requires payment by either party upon a specified date or within a specified time period.
- SECTION 23. <u>ENTIRE AGREEMENT</u>. This Lease constitutes the entire agreement between Lessor and Lessee, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Premises other than those set forth herein.
- SECTION 24. PARTIAL INVALIDITY. If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of Lessor and Lessee that if any provisions of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- SECTION 25. <u>COUNTERPARTS</u>. This Lease may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

- SECTION 26. <u>SECURITY DEPOSIT</u>. This Section intentionally left blank.
- SECTION 27. <u>BUILDING HOURS</u>. This Section intentionally left blank.
- SECTION 28. <u>RADON GAS</u>. As required by law, Lessor hereby makes the following disclosure:

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR LOCAL PUBLIC HEALTH UNIT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

Claud and deliceration to	LESSOR:
Signed, sealed and delivered in the presence of:	ADVENTIST HEALTH SYSTEM/ SUNBELT, INC., a Florida not-for-profit corporation, doing business as FLORIDA HOSPITAL
	By:
Print Name:	Name:
	Title:
Print Name:	
	LESSEE:
	UCF BUSINESS INCUBATION PROGRAM
	By:
Print Name:	Name:
	Title:
Print Name:	



____ CONSENT AGENDA

X PUBLIC HEARING SPECIAL REPORTS

X OTHER: Final Development Plan

MEETING OF: November 7, 2018

FROM: Community Development

EXHIBITS: Vicinity Map

Aerial Map

Final Development Plan

Renderings

SUBJECT: 7-ELEVEN REBUILD – FINAL DEVELOPMENT PLAN\SITE

PLAN

REQUEST: APPROVE THE FINAL DEVELOPMENT PLAN FOR 7-ELEVEN

REBUILD\SITE PLAN

SUMMARY:

OWNER/APPLICANT: 7-Eleven Inc. c/o Craig Cornelison, P.E.

ENGINEER: Cornelison Engineering & Design, Inc., c/o Craig Cornelison, P.E.

LOCATION: 2229 East Semoran Boulevard

PARCEL ID #s: 12-21-28-6896-00-710

FUTURE LAND USE: Commercial

ZONING: C-2 (General Commercial) District

EXISTING USE: Automobile Service Station and Convenience Store

PROPOSED USE: Automobile Service Station and Convenience Store

TRACT SIZE: 1.279 +/- acres

BUILDING SIZE: 4,799 square feet total (carwash bldg – 864 sq.ft.; Oil Lube Bldg – 1,363;

Existing Convenience Store – 1,292 sq.ft.; Addition to Convenience Store –

1,280 sq. ft.)

FLOOR AREA RATIO 0.086 (0.25 Maximum)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk

CITY COUNCIL – NOVEMBER 7, 2018 7-ELEVEN REBUILD – FINAL DEVELOPMENT PLAN PAGE 2

Community Development Director

Police Chief

Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Commercial	C-1 (Retail Commercial)	Wekiwa Riverwalk Multi-Tenant Center
East	Right-of-Way (ROW)	ROW	Wekiwa Springs Road
South	ROW	ROW	SR 436/Semoran Boulevard
West (City)	Commercial	C-2 (General Commercial)	Retail Sales

PROJECT SUMMARY: This is a request to approve the 7-Eleven Rebuild – Final Development Plan/Site Plan that includes an additional square footage of 1,280 to the existing 1,292 sq.ft. convenience store. The car wash area will remain the same with the existing area of 864 square feet. This project has been determined as a redevelopment plan based on Section 6.07(A) Hardship Waiver of the Land Development Code (LDC) as it meets the following criteria:

- 1. Existing structure ten years of age or greater.
- 2. The proposed improvements enhance the economic value of the property.
- 3. The proposed improvements enhance the esthetics of the project site.
- 4. The developer/owner demonstrates to the satisfaction of the Development Review Committee (DRC) the proposed improvements would not adversely impact any surrounding properties.
- 5. Proposed improvements are less than 50 percent of the value of the property improvements.

PARKING: A total of 33 parking spaces will be provided as required by Code, one of which is reserved as a handicap accessible parking spaces.

<u>ACCESS/TRANSPORTATION</u>: This project has a driveway located at S.R. 436/Semoran Boulevard. and at Wekiwa Springs Road. Each driveway is a right-in, right-out turning movement only.

EXTERIOR ELEVATIONS: The height of the proposed building is 22 feet, below the maximum allowable height of 35 feet. As a part of the rebuild, applicant has proposed amendments to the façade of the build and Staff has found the proposed building façade elevations to be in accordance with the City's Development Design Guidelines.

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

BUFFER/SCREENING/TREE PROGRAM: As part of the development plan approval, existing landscaping that are decayed will be removed and replaced. Landscaping will meet the current Code to the greatest extent possible. As this is a redevelopment plan, the required 10-foot wide landscaped buffer adjacent to a right-of-way has been has been reduced to the existing width of 5-feet adjacent to Wekiwa Springs Road Springs Road and Semoran Boulevard. Oak trees on the western perimeter are to be preserved.

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CITY COUNCIL – NOVEMBER 7, 2018 7-ELEVEN REBUILD – FINAL DEVELOPMENT PLAN PAGE 3

and red maple trees are added to the north boundary abutting Wekiwa Riverwalk Shopping Plaza. Wax myrtles and crape myrtles are placed along the corner perimeter adjacent to Wekiwa Springs Road and Semoran Boulevard.

PUBLIC HEARING SCHEDULE:

October 23, 2018 - Planning Commission (5:30 pm) November 7, 2018 - City Council (1:30 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the 7-Eleven Rebuild Final Development Plan, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on October 23, 2018, found the 7-Eleven Rebuild 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 7-Eleven Rebuild Final Development Plan, subject to the findings of this staff report.

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.

CITY COUNCIL – NOVEMBER 7, 2018 7-ELEVEN REBUILD – FINAL DEVELOPMENT PLAN PAGE 4

Application: Final Development Plan

Owner/Applicant: 7-Eleven Inc. c/o Craig Cornelison, P.E.

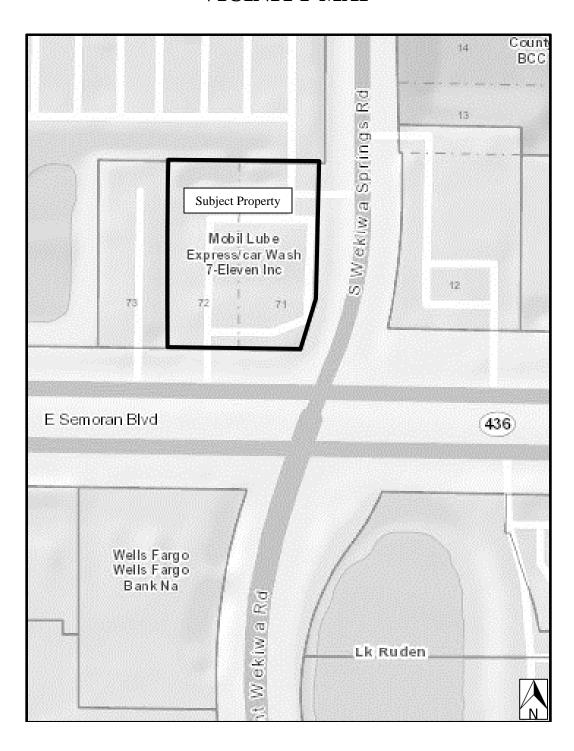
Engineer: Cornelison Engineering & Design, Inc., c/o Craig Cornelison, P.E.

Parcel I.D. #s: 12-21-28-6896-00-710

Location: 2229 East Semoran Boulevard

Acres: 1.279 acres +/-

VICINITY MAP



AERIAL MAP



AERIAL

LEGAL DESCRIPTION:

A PORTION OF LOTS 71 AND 72, PIEDMONT ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, AF PAGE 35, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA:
THENCE RUN NORTH 00'09'31. WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 24.47 FEET; THENCE RUN NORTH 89'21'31 WEST, A DISTANCE OF 81.50 FEET TO POINT OF BECINNING; THENCE RUN N DE'21'31 W, A DISTANCE OF 188.57 FEET; THENCE RUN N 00'31' W, A DISTANCE OF 266.32 FEET; THENCE RUN S 09'20'01' E, A DISTANCE OF 214.00 FEET; THENCE RUN S 00'53'03 W, A DISTANCE OF 197.00 FEET; THENCE RUN N 00'73'1 W.

PROJECT TEAM

DEVELOPER:

LAND OWNER: T-ELEVEN, INC.
3200 HACKBERRY ROAD
IRVING, TX 75063
PRESIDENT: JOSEPH M. DEPINTO
SECRETARY: RANKIN L. GASAWAY CORNELISON ENGINEERING & DESIGN, INC. CONTACT: CRAIG L. CORNELISON, P.E. 38039 OLD 5TH AVENUE ZEPHYRHILLS, FL 33542 PHONE: (813) 788-7835 EMAIL: CRAIG@CORNELISON-ENG.COM

CIVIL ENGINEER:

SURVEYOR: GONVELTON:
TERRAMETRIX, LLC.
CONTACT: WILLIAM C. WARD, PLS
240A MADONNA BOULEVARD
ST. PETERSBURG, FL 33715
PHONE: (727) 289-2113
EMAIL: WCWPLS4815@HOTMAIL.COM

UTILITY PROVIDERS

WATER:
ORANGE COUNTY UTILITIES
CONTACT: DAVID SHORETTE
9150 CURRY FORD ROAD
ORLANDO, FL 32825
PHONE: 14073 254, 2774 PHONE: (407) 254-9764 EMAIL: DAVID.SHORETTE@OCFL.NET

ORANGE COUNTY UTILITIES CONTACT: DAVID SHORETTE 9150 CURRY FORD ROAD ORLANDO, FL 32825

PHONE: CENTURYLINK CONTACT: DAVID BYRNES

33 N. MAIN STREET WINTER GARDEN, FL 34787

FINAL DEVELOPMENT PLANS

FOR

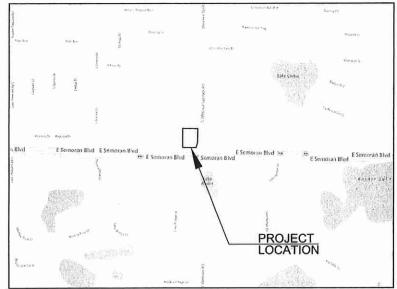


7-ELEVEN

2229 E. SEMORAN BLVD. APOPKA, FLORIDA 32703

CITY OF APOPKA

PARCEL I.D. NUMBER: 12-21-28-6896-00-710



LOCATION MAP

SECTION 12 - TOWNSHIP 21S - RANGE 28E

REVISIONS

△ 02/15/2018 REVISED PER CITY COMMENTS
△ 08/18/2018 REVISED PER CITY COMMENTS



SHEET INDEX

SHEETS REVISED	SHEET NO.	SHEET DESCRIPTION
∧ A	C01	COVER SHEET
Λ	C02	GENERAL NOTES
Δ	C03	EXISTING CONDITIONS/ DEMO PLAN
ΛA	C04	SITE PLAN
Δ	C05	PAVING, GRADING, AND DRAINAGE PLAN
Δ	C06	UTILITY PLAN
Δ	C07	EROSION CONTROL PLAN
Δ	C08	EROSION CONTROL DETAILS
Δ	C09	CONSTRUCTION DETAILS
Δ	C10	CONSTRUCTION DETAILS
Δ	C11	UTILITY DETAILS
Δ	C-12	PHOTOMETRIC PLAN
Δ	C-13	PHOTOMETRIC DETAILS
Δ	LA-01	TREE PRESERVATION/REMOVAL PLAN
Λ	LA-02	LANDSCAPE PLAN
Δ	LA-03	TRRIGATION PLAN

PREPARED BY



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- 3. ALL WORK SHALL BE PERFORMED IN A WORKMANDKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED TO BEGIN WORK.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING ABOVE—GROUND, UNDERGROUND, AND ON THE SURFACE STRUCTURES AND UTILITIES AGAINST ANY CONSTRUCTION OPERATION THAT HAY CAUSE DAMAGE TO SAID FACILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSCIDENTIAL DAMAGES RESULTING FROM LACK OF PROTECTION.
- 2. SOME, BUT NOT NECESSARILY ALL, EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN NEDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMERCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- 4. WHERE ENCOUNTERED, UNSUITABLE MATERIAL SHALL BE REMOVED TO A DEPTH AND AREA DETERMINED BY THE ENGINEER AND BACKFILLED WITH CLEAN GRANULAR SAND OR SELECT MATERIAL APPROVED BY THE ENGINEER, BACKFILLING SHALL BE IN LAYERS NOT GREATER THAN 8"THICKNESS AND COMPACTED TO 100 PERCENT OF THE MAXIMUM DETERMY AS DETERMINED BY ASSIND 1-99-C.
- 5. CONTRACTOR IS RESPONSIBLE FOR CHECKING ACTUAL SITE CONDITIONS BEFORE STARTING CONSTRUCTIO
- 6. STREET OR HIGHWAY RESTORATION WORK IS TO BE DONE AS PER LOCAL, COUNTY OR STATE AGENCY HAVING JURISDICTION.
- THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF THE LOCAL, COUNTY, OR STATE AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS.
- B. TRAFFIC CONTROL ON ALL LOCAL, COUNTY, AND STATE HIGHWAY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE LOCAL, COUNTY, OR STATE AGENCY HAVING JURISDICTION.

1. PRIOR TO BURNING ANY MATERIAL ON SITE, CONTRACTOR SHALL OBTAIN PERMIT FROM PROPER AUTHORITY AND SUBMIT TO ENGINEE

1. ALL AREAS DISTURBED WITHIN RIGHT OF WAY BY CONSTRUCTION SHALL BE SEEDED AND MULCHED OR SOCIOED AS SPECIFIED BELOW:

WITHIN THE LIMITS DELINEATED IN THE PLANS, THE CONTRACTOR SHALL, AFTER FINAL GRADING AND CLEANUP, ESTABUSH A STAND OF GRASS BY FURRISHING AND PLACING SOO IN ACCORDANCE WITH SECTION 575 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL WATER THE SOODED AREA TO MAINTAIN MOSTURE LEVILS FOR OPTIMUM GROWTH TO ENSURE A HEALTHY STAND OF GRASS. SOO SHALL BE ROLLED AND TOP DRESSED AS REQUIRED BY THE ENGINEER.

- 1. REFER TO PLANS FOR CLEARING LIMITS AND TEMPORARY EROSION CONTROL DEVICES TO BE INSTALLED PRIOR TO COMMENCING GRADING.
- 2. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE, AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEER'S SPECIFICATIONS. THE FILL MATERIAL TO BE USED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
- ALL MATERIALS USED FOR BACKFILL SHALL BE FREE OF WOOD, ROOTS, ROCKS, BOULDERS, OR ANY OTHER NON-COMPATIBLE SOIL TYPE
 MATERIAL UNSATISFACTORY MATERIALS ALSO INCLUDE MAN-MADE FILLS AND REFUSE DEBRIS DERIVED FROM ANY SOURCE.
- 4. PROPOSED CONTOURS AND GUTTER GRADIENTS ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS ARE TO BE USED IN CASE OF DISCREPANCE.

IF CONSTRUCTION STAKING IS PERFORMED BY THE OWNER, LOSS OR DISTURBANCE OF CONTROL POINTS DUE TO NEGLIGENCE BY THE CONTRACTOR WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

- STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO THE FLORIDA BEARING VALUE (FBV) OR LINEROCK BEARING RATIO (LBR) AS PER PLAN FOR THE OEPTH AND LIMITS SHOWN ON THE PLAN AND AS SPECIFIED BY THE GEOTECHNICAL ENGINEER. STABILIZED SUBGRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 160 OF THE STANDARD SPECIFICATIONS.
- 2. ALL STABILIZED AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

- ROCK BASE SHALL BE CONSTRUCTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATION OF EITHER LIMEROCK MATERIAL IN ACCORDANCE WITH SECTION 911 OF THE STANDARD SPECIFICATIONS.
- 2. LIMEROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200
- 3. ROCK BASE SHALL BE CONSTRUCTED TO THE DEPTH AND LIMITS AS SHOWN ON THE PLAN AND AS PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS, THE ROCK BASE SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 AND SHALL BE PRIMED.

PRIME AND TACK COAT

1. PRIME AND TACK COATS FOR THE BASE COURSE SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE STANDARD SPECIFICATION

ASPHALTIC CONCRETE SURFACE COURSE (ACSC)

ACSC (SEE PLAN FOR TYPES) SHALL BE CONSTRUCTED TO THE DEPTH AND LIMITS SHOWN ON THE PLAN IN ACCORDANCE WITH SECTIONS 320, 330, AND 331 OF THE STANDARD SPECIFICATIONS UNLESS OTHERWISE SPECIFIED.

SIGNING AND PAVEMENT MARKING

- ALL PARKING SPACES, WITH THE EXCEPTION OF THE HANDICAPPED PARKING SPACES, SHALL BE MARKED IN WHITE, RETRO-REFLECTIVE TRAFFIC PAINT AND BE IN ACCORDANCE WITH SECTION 710 OF THE STANDARD SPECIFICATIONS.
- 2. ALL HANDICAPPED PARKING SPACES SHALL BE PROPERLY SIGNED AND MARKED IN ACCORDANCE WITH THE FDOT STANDARD INDEX 17346.
- 3. WHERE APPLICABLE, ALL COMPACT SPACES SHALL BE MARKED "COMPACT" ON THE STALL OR WHEEL STOP.

PAVEMENT TESTING

THE CONTRACTOR SHALL RETAIN THE SERVICES OF AN OWNER-APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTS
ON SUBGRADE, BASE, AND SURFACE COURSE MATERIALS. TEST RESULTS MUST BE SUBMITTED PRIOR TO ANY REQUEST FOR PAYMENT ON THE
ABOVE TESUS.

- FLORIDA BEARING VALUE OR LIMEROCK BEARING RATIO (LBR) TESTS SHALL BE TAXEN AT INTERVALS OF NOT MORE THAN 200 FEET, OR CLOSER AS MAY BE REQUIRED IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS.

- b. ALL TESTING SHALL BE TAXEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12 INCHES INSIDE THE LEFT EDGE, TO THE CENTER, TO A POINT 12 INCHES INSIDE THE RIGHT EDGE OF THE ITEM TESTED.
- c. IF ANY TEST INDICATES THAT THE WORK DOES NOT MEET THE SPECIFICATIONS, THE SUBSTANDARD ITEM SHALL BE REWORKED OR CORRECTED AND RETESTED, AT THE CONTRACTOR'S EXPENSE, UNTIL THE PROVISIONS OF THESE SPECIFICATIONS ARE MET.

SHOP DRAWING SUBMITTALS

THE FOLLOWING INFORMATION AND/OR DRAWINGS SHALL BE SUBMITTED TO THE PROJECT ENGINEER AND JURISDICTIONAL AGENCY PRIOR TO BEGINNING WORK:

- 1. INFORMATION ON THE PIPE AND CULVERTS, INDICATING THE TYPE, CLASS, SIZE, AND OTHER RELEVANT INFORMATIO
- DOCUMENTATION ON ALL OTHER MATERIALS BEING USED INCLUDING, BUT NOT LIMITED TO, FILTER FABRIC, GUARDRAILS,
 POSTS, CURING COMPOUND AND JOINT MATERIAL, INLETS, MANHOLES, PRESSURE PIPE, FITTINGS, LIFT STATION, HYDRAITS, ETC.
- 4. MAINTENANCE OF TRANSPORTATION "MOT," IF REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH THE LOCAL, COUNTY, AND STATE GUIDELINES AND SECURING THE APPROPRIATE APPROVALS FROM THE JURISDICTIONAL ACENCIES TO INFLEXION THE FLAM.

DRAINAGE SPECIFICATIONS

- 1. STORM INLETS AND MANHOLES SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH SECTION 425 OF THE STANDARD SPECIFICATION
- ALL REINFORCING STEEL TO BE ASTM A 615 (LATEST REVISION) GRADE 40 FYP=40,000 PSI, AND SHALL BE HANDLED AND PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 318 (LATEST REVISION).
- 3. PRECAST CONCRETE MANHOLES AND STORM INLETS ARE TO BE USED (ONLY AFTER THE ENGINEER'S REVIEW OF THE MANUFACTURER'S SHOP DRAWINGS).
- 4. STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 430 AND RELATED SECTIONS OF THE STANDARD SPECIFICATIONS

UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI. ALL
WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING
CODES HAVING JURISDICTION IN THE AREA.

PRECAST INLETS

ALL STORM INLETS SHULL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH THE DETAILS SHOWN HEREIN. TYPE II PORTLAND CEMENT SHALL BE USED IN THE CONCRETE MIX. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 4,000 PSI.

UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI. ALL
WORK SHALL COMPLY WITH THE CURRENT EDMON OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE AMPLICABLE BUILDING
CODES HAVING JURISDICTION IN THE AREA.

ALL STORM INLETS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH THE DETAILS SHOWN HEREIN. TYPE II PORTLAND CEMENT SHALL BE USED IN THE CONCRETE MIX. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 4,000 PSI.

CULVERT PIPES

- 2. CORRUGATED ALUMINUM PIPE (CAP) SHALL BE IN ACCORDANCE WITH SECTION 945 OF THE STANDARD SPECIFICATIONS.

THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, AN INDEPENDENT TESTING LABORATORY, AND THE APPLICABLE JURISDICTIONS AT LEAST 48 HOURS PRIOR TO PERIODS OF THE FOLLOWING CONSTRUCTION ACTIVITIES:

- c. CONSTRUCTION AND STABILIZATION OF RETENTION AREAS AND SWALES.
- d. SEEDING, MULCH, AND SODDING IN AREAS WHERE EROSION IS EVIDENT OR WHERE PLANS SO IDENTIFY.

- a. LAYING OF PIPE (BEFORE BACKFILL).
- b. JACK AND BORING OR DIRECTIONAL BORING.

a. COMPLETION OF FORMING FOR CURBING, SIDEWALK, AND RETAINING WALLS BEFORE PLACEMENT OF CONCRETE

- a. LINE AND GRADE (CERTIFICATION)

- f. TURN OUT CONSTRUCTION ONTO CITY, COUNTY, OR STATE ROAD (ABOVE INSPECTIONS APPLY).

- THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHICH SHALL BE ANNOTATED BY THE CONTRACTOR
 DEPICTING ANY CHANGES MADE IN THE FIELD WHICH DIFFER FROM THE CONTRACT DRAWINGS.
- 2. RECORD DRAWINGS SHALL INCLUDE, BUT NOT BE LIMITED TO, CULVER LENGTHS, INVERT AND TOP ELEVATIONS OF STORM SEWER RILETS, STORM AND SANITARY SEWER MANHOLES, LIFT STATIONS, WEIRS, AND CONTROL STRUCTURES. A RECORD DRAWING, IF RECURRED, OF THE TOP ELEVATION OF THE BASE MATERIAL GRADING AT ALL LOCATIONS OF THE PROPOSED FIVAL GRADES WHALL BE PREPARED AND SUBMITTED TO THE ENDINGER FOR APPROVAL PRIED ROT THE INSTITLET FOR APPROVAL PRIED ARE DISTALLATION OF SAPHALT OR FINAL SURFACE. THE CONTRACTOR SHALL PREPARE A RECORD DRAWING VERRYING ALL PROPOSED GRADES OF EACH STORM WATER BODY AND CONTAIN A MINIMUM OF (2) CROSS SECTIONS IN EACH STORM WATER BODY.
- 3. THE CONTRACTOR SHALL SUBMIT COMPLETE AND FINAL RECORD DRAWINGS TO THE ENGINEER UPON COMPLETION OF THE PROJECT AND PRIOR TO FINAL INSPECTION AND FINAL PAYMENT. RECORD DRAWINGS SHALL BE CERTIFIED BY A SURVEYOR REGISTERED IN THE STATE OF FLORIDA.

1. THE CONTRACTOR MUST PROVIDE CLEAN-UP OF EXCESS CONSTRUCTION MATERIAL UPON COMPLETION OF THE PROJECT. THE SITE MUST BE LEFT IN A NEXT, CLEAN, GRADED CONDITION.

- THE STORMWATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN MARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORMWATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER
 POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTIANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (HPDES
 PERMIT) AND BECOME PAMILUR WITH THEIR CONTENTS.
- THE CONTRACTOR SHALL INPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP, ADDITIONAL BEST MANAGEMENT SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF COM-

4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR GAMER.

- EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- 6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT
- CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT
 MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET
 FACILITIES.
- 8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN
 AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE, THE USE OF MOTOR OLS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBISH, TRASH, GARRAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE NITO DRAINAGE DITCHES OR WATERS OF THE STATE.
- 12. ALL STORM WATER POLLUTION PREVENTION NEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE
- 13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.
- 15. IF THE ACTION OF VEHICLES TRAYEUNG OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE THESE MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAY THE SCHULENT BEFORE IT IS CARRIED OFF THE ST.
- 16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST SOON AS POSSIBLE.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- 18. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES, STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- 20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
- 21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAYEL OR BITUINNOUS PAYING FOR ROAD CONSTRUCTION.

- 1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATIO
- ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS.
- I. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND. 5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOYED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CY/ACRE.
- 7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

OCU GENERAL NOTES:

- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRANTY
 MAINS AND RECOMMEN WATER MAINS. MAIN LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR
 FIELD VERIFYING EXISTING UTILITY LOCATIONS.
- THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION DIVISION AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT BY CALLING (407) 254-9798.
- 5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE OCU SYSTEM SHALL BE IN CONFORMANCE WITH THE ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.
- 6. ALL OCU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION. 7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO OCU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE, IN A THIRLY MARKER, AS DETERMINED BY OCU, OCU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
- 8. THE CONTRACTOR SHALL ADJUST ALL EXISTING OCU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, OR STORM WATER IMPROVAMENTS. OOU FACILITIES TO BE ADJUSTED INCLIDE, BUT ARE NOT LIMITED TO PIPELINES, PULP STATIONS. VALVE BOXES, AIR RELEASE VALVES, RIFE HYDRAITS, MANHOLE COVERS, AND METERS.
- . ONLY OCU SHALL OPERATE OCU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERA WITH THE OCU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY OCU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE APPROPRIATE UTILLY REPRESENTATIVE.
- 12. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEL TAPS CLOSED UNIT. CLEARED BY FOEP. OO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING CLEARED BY FOEP AND OCU.
- 13. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUEN HEW MATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLUMED WATER OR FORCEMAN SHALL ALSO BE COUPPED WITH A BACKFLOW PREVENTIOR.
- 14. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY OCU, NO PIPE BENDING IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3-INCHES PER JOINT PER 20 FT STICK OF PIPE.) AUGMENTH CHANGE SHALL BE MADE ONLY WITH SLEEYES AND FITTINGS. 15. FOR NON-PYC PIPE THAT WILL BE OWNED AND MAINTAINED BY OCU, LONG RADIUS CURRES, ETHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOHN'S. MAXIMUM DEFLECTIONS AT PIPE JOHN'S, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTH'S SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

NOTE:
THIS PROJECT QUALIFIES FOR A REDEVELOPMENT PLAN REVIEW. INCLUDED IN THE PLAN REVIEW IS A REQUEST FOR A
HARDSHIP WAIVER FOR PARKING PER SECTION 6.07.00(C), ARTICLE VI OF THE CITY OF APOPKA LAND DEVELOPMENT



10/17/2017 PROJECT NO 509023

CORNELISON
ENGINEERING &
DESIGN, INC.
CEPHTRHILS, R. 23542.
EPHTRHILS, R. 23542.
EPHTRHILS, R. 23542.
ESPECTOR

7-EL

PROJECT NAME

7.-ELEVEN AT SEMORAN B
2229 E. SENDRAN BLVD., APORYA, FLOREN, 22739

SHEET NAME

GENERAL NOTES

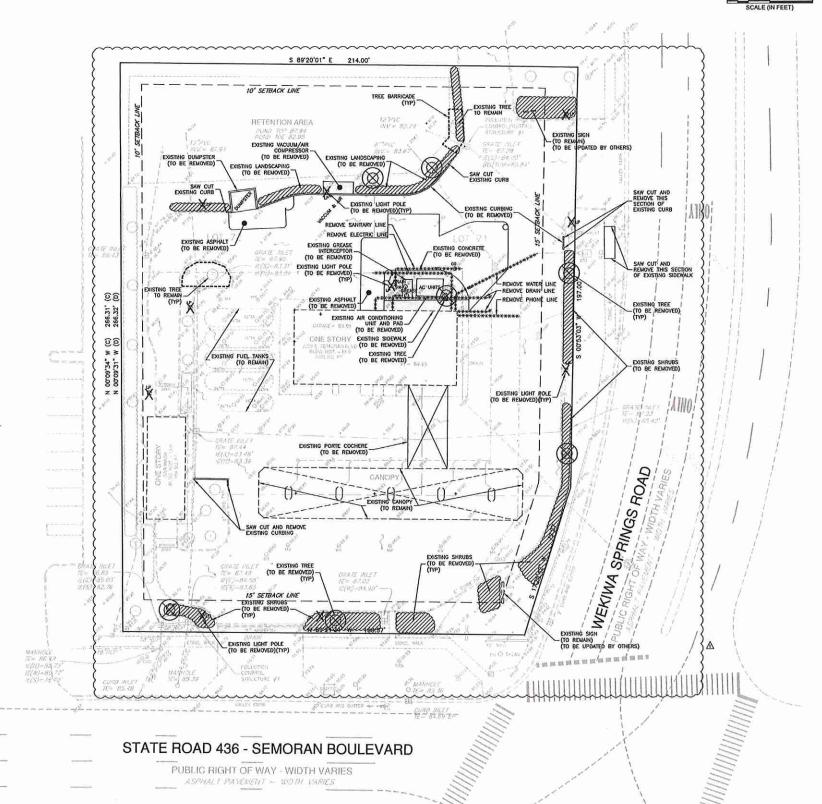
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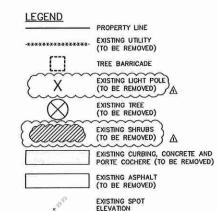
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DEMOLITION/PHASING NOTES:

- 1. UNLESS OTHERWISE INDICATED ON PLANS, EXISTING SITE FEATURES SHALL REMAIN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING ABOVE— UNDERGROUND, AND ON THE SURFACE STRUCTURES AND UTILITIES AGAINST ANY CONST OPERATION THAT MAY CAUSE DAVAGE TO SAID FACILITY. THE CONTRACTOR SH RESPONSIBLE FOR CONSEQUENTIAL DAVAGES RESULTING FROM LACK OF PROTECTION.



UNLESS OTHERWISE INDICATED ON PLANS, EXISTING ABOVE AND BELOW GROUND STRUCTURES, UTILITIES, APPURTENANCES, PAVING, BASE MATERIAL, LANDSCAPING, ETC. WITHIN THE PROPERTY LIMITS TO

CALL 48 HOURS

IT'S THE LAW! **DIAL 811**

DATE 10/17/2017 PROJECT NO. 1509023

SHEET NUMBER

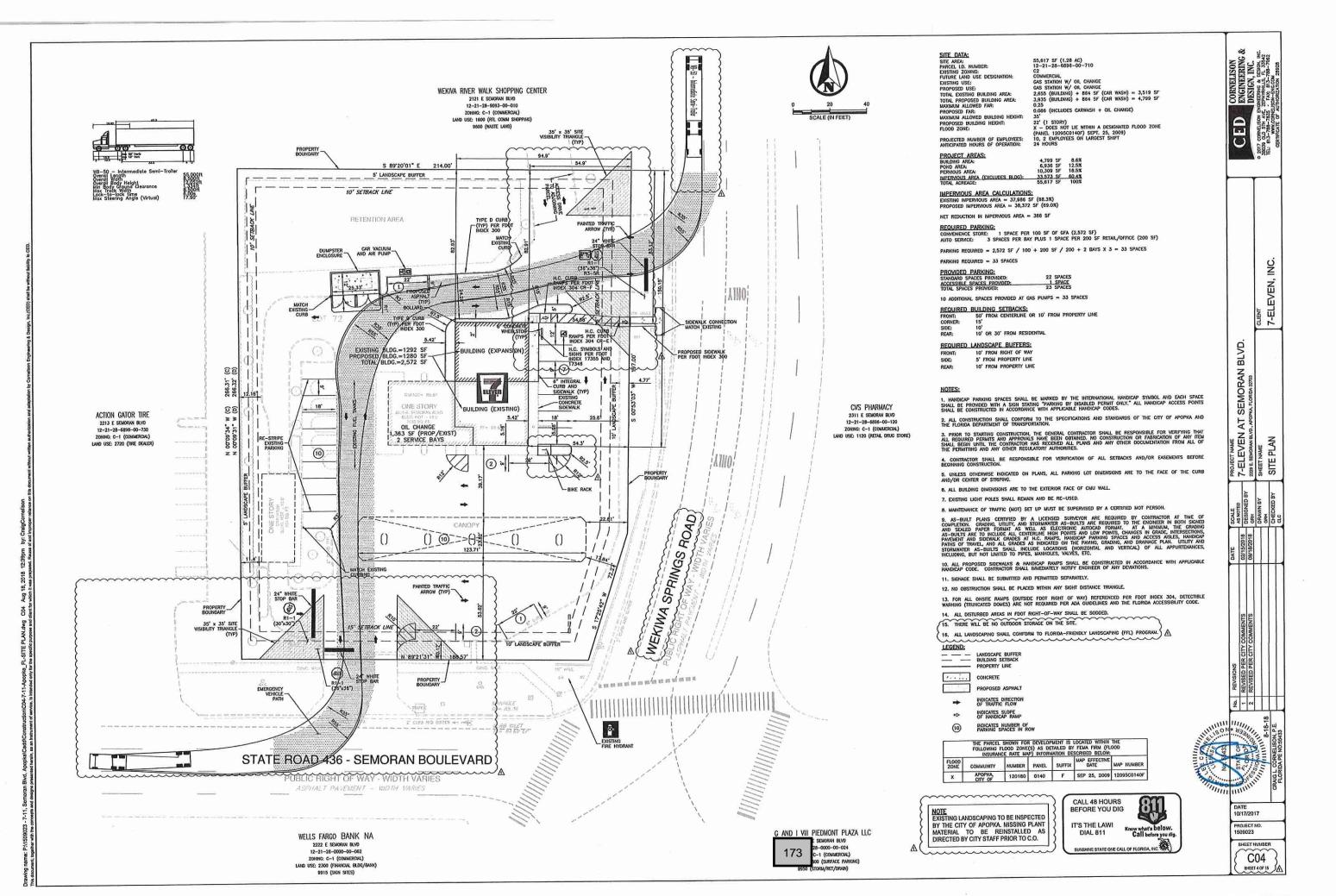
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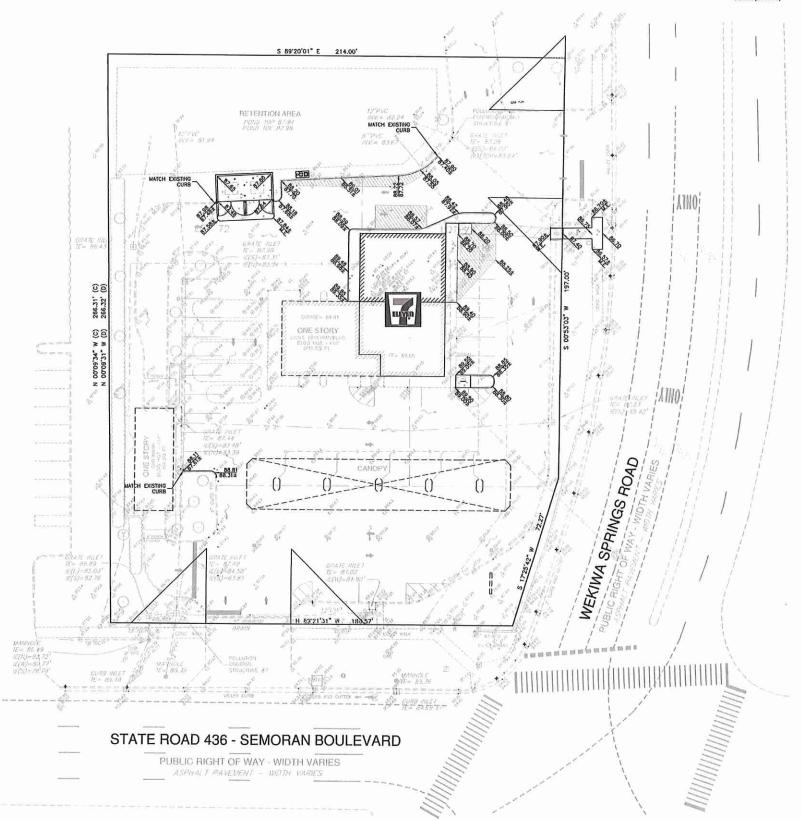
7-ELEVEN, INC.

EXISTING CONDITIONS/ DEMO PLAN

PROJECT NAME
77-ELEVEN AT SEMORAN BLVD.
ZZZE E SENDRAN BLVD., POPPA, FLORDA 23703







GENERAL NOTES:

- 1	EGEND
	COLIND

PROPOSED STORM PIPE PROPOSED SPOT ELEVATION (TOP OF CURB/BOTTOM OF CURB) EXISTING SPOT ELEVATION 0 PROPOSED MITERED END SECTION SITE BENCHMARK LOCATION PROPOSED CONCRETE PROPOSED ASPHALT

NOTE: Contractor shall clear the pond of vegetation and the system will be brought into compliance with the original permit.

	FOLLOWING I	LOOD ZONE	(S) AS DE	TAILED BY	LOCATED WITHIN FEMA FIRM (FL SCRIBED BELOW:	000
FLOOD ZONE	COMMUNITY	NUMBER	PANEL	SUFFIX	MAP EFFECTIVE DATE	MAP NUMBER
Y	APOPKA,	120180	0140	F	SEP 25, 2009	12095C0140F

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! **DIAL 811**

811 Know what's below. Call before you di

DATE 10/17/2017 PROJECT NO. 1509023

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7-ELEVEN, 1

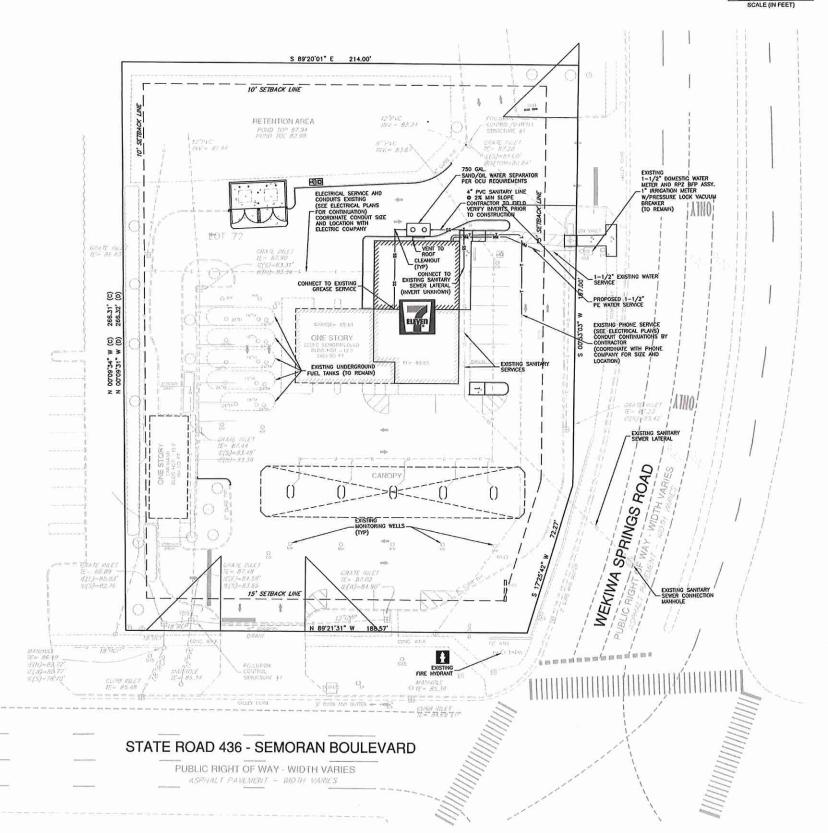
PROJECT NAME

7-ELEVEN AT SEMORAN BLVD.
ZZZE SEMORNBLVD. APDRA, RORDA, XZTS
SHEET NAME

PAVING, GRADING AND DRAINAGE PLAN

SHEET NUMBER C05





UTILITY NOTES:

- WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS WORK SHALL COMPLY WITH THE ORANGE COUNTY IMPRESSITATIONS AND CONSTRUCTION SPECIFICATIONS MANUAL CHAPTER 2.

- 6. LANDSCAPE AREAS SHALL BE IRRIGATED, DESIGNED BY OTHERS.
- 7. ALL PVC WATER LINES SHALL BE BLUE IN COLOR ONLY.

- REBUILD FLOW CHANNEL AND MANHOLE BENCH AS NECESSARY TO MEET CITY OF ORLANDO FLOW CHANNEL REQUIREMENT PER THE CITY OF ORLANDO E.S.M.

ESTIMATED WATER AND SEWER FLOW (PER O.C.U. STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL)

WATER: ESTIMATED FLOW (ERC) = 2.67 ERC ESTIMATED FLOW (GPD) = 2.67 ERC X 350 GPD/ERC = 934.50 GPD

SEWER:
ESTIMATED FLOW (ERU) = 2.83 ERU
ESTIMATED FLOW (GPD) = 2.83 ERU X 300 GPD/ERU = 849.00 GPD

LEGEND

EXISTING SANITARY PIPE PROPOSED SANITARY PIPE EXISTING WATER PIPE PROPOSED WATER PIPE EXISTING ELECTRIC LINE PROPOSED ELECTRIC LINE EXISTING PHONE LINE PROPOSED PHONE LINE EXISTING STORM PIPE

(E) (I)

EXISTING SANITARY STRUCTURE

EXISTING CLEAN OUT
EXISTING FUEL TANK ACCESS
EXISTING MONITORING WELL
EXISTING LIGHT POLE
EXISTING STORM VAULT DOG WM EXISTING WATER METER AND BFP

CED

NC.

QLIENT 7-ELEVEN, I

BLVD.

PROJECT NAME

ZZE E. SENGRAN BLO. APOPRA, FORICA ZZZZE
SWEET NAME

UTILITY PLAN

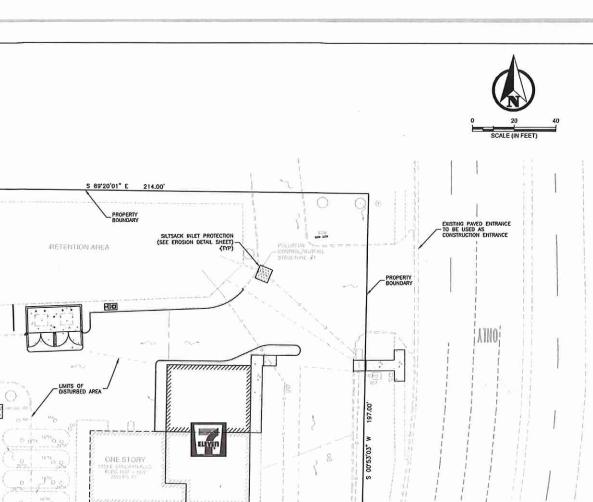
10/17/2017

CALL 48 HOURS BEFORE YOU DIG IT'S THE LAW! DIAL 811 Know what's below.
Call before you dig.
NISHINE STATE ONE CALL OF FLORIDA, INC. **DIAL 811**

SHEET NUMBER C06

PROJECT NO.

509023



SPRINGS

WEKIWA

CANDRY

N 89'21'31" W

STATE ROAD 436 - SEMORAN BOULEVARD

PUBLIC RIGHT OF WAY - WIDTH VARIES

SILTSACK INLET PROTECTION (SEE EROSION DETAIL SHEET)

266.31

99

CLEARING AND SITE PREPARATION NOTES:

- CLEARING AND SITE PREPARATION NOTES:

 1. THE CONTRUCTOR SHULL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE EROSON CONTROL DRACKS, AS SHOWN ON THE CONSTRUCTION PLANS, PRORT TO ANY SITE CLEARING AND/OR GENOLUTION, RETEXT TO THE TROSON CONTROL NOTES' SECTION OF ALBERT FOR CONTROL RETEXT TO THE TROSON CONTROL NOTES' SECTION OF ALBERT FOR CONTROL RETEXT SHOWN OF ALBERT FOR CONTROL RESPONSIBLE AND CONTROL OF THE CONTROL OF
- E. EUSTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER TS USE OF THE CONTRACTOR, IN ACCORDANCE IN APPLICABLE REGIONATOR ABOVE ROUBENDING. CONTRACTOR, IN ACCORDANCE CONTRACTOR IS TO PREPARE THE SITE IN ACCORDANCE WITH THE SOLS REPORT, THESE OF MINICH ARE AVAILABLE THROUGH THE OWNER OR SOLS TESTING COMPANY.

EROSION AND SILTATION CONTROL:

ANSJOIN AND SILATION CONTINUE.

CONTRIAL ALL EROSON AND SULTAIN CONTROL METHODS SHALL BE IMPLEMENTED PROR TO THE START OF CONSTRUCTION, DURING CONSTRUCTION, CLEARED AREAS SHALL BE FOUNDED BY MACCHES SHALL AS STRUM, HAY AND FILTER PARKER, ALL STROM SHARD HAVE PARKER PARKER, AND HAVE PARKER PARKER, AND HAVE PARKER PARKER, AND HAVE PARKER, AND FOR PARKER, AND HAVE PARKER, AND FOR PARKER, AND HAVE PARKER, AND FOR PARKER, AND HAVE PARKER,

THE STOCKPHLES WILL BE PRESENT, IN IND CASE SHALL ANY UNSTOCKPRED IMMERAL REDARM BONE THAN INSTITY (30) OLLEBORD DAYS ANTE SUBSTAINTLY PROJECT OF COMPLETION.

3. PROTECTION OF EXISTING STORM SEWER SYSTEMS: OURSING CONSTRUCTION, ALL STORM SEWER RICES IN THE WORNTY OF THE PROJECT SHALL BE PROTECTED BY SEDMENT SEWER RICES AND THE SEMENT BENEFICES AND THE SEMENT BRANKERS, VICETAINE BUFFERS AND OTHER MEASURES INTENDED TO TRAP SEDMENT HANDOW PREVENT BENEFICES AND OTHER MEASURES INTENDED TO TRAP SEDMENT AND/OUR PREVENT BETWEEN THE SEMENT SEWER AND OTHER MEASURES INTENDED TO TRAP SEDMENT AND/OUR PREVENT BETWEEN THE SEMENT SEWER AND OTHER MEASURES INTENDED TO TRAP SEDMENT AND/OUR PREVENT BETWEEN AND OTHER MEASURES INTENDED TO TRAP SEDMENT DESIRED AND PROTECTED ON THE CASE OF THE DESIRED AND PROTECTED FROM DESIRED AND PROTECTED AND PROTECTED AND PROTECTED

DEVELOPER:

7-ELEVEN, INC. 1209 SOUTH WHITE CHAPEL BLVD SUITE 180 SOUTHLAKE, TX 76092 PHONE: (813) 716-9879 EMAIL: greg.webb@7-11.com

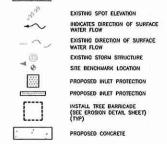
SURVEYOR:

TERRAMETRIX, LLC. CONTACT: WILLIAM C. WARD, PLS 240A MADONNA BOULEVARD ST. PETERSBURG, FLORIDA 33715 PHONE: (727) 289-2113 EMAIL: WCWPLS4815@h

CIVIL ENGINEER:

CONNELSON ENGINEERING & DESIGN, INC.
CONTACT: CRAIG L. CORNELISON, P.E. #55433
38039 OLD 5TH AVENUE
ZEPHYRHILLS, FLORIDA 33542
PHONE: (813) 788-7835
EMAIL: raig@comelison-eng.com

LEGEND:



DISTURBED AREA:

AREA = 12,299 SF, 0.28 ACRES

BENCHMARK:

EROSION CONTROL MEASURES SHOWN HEREIN ARE THE RECOMMENDED MINIMUM EROSION CONTROL MEASURES. CONTRACTOR IS RESPONSIBLE TO IMPLEMENT ALL EROSION CONTROL MEASURES AND TO MODIFY AS SSARY TO ENSURE COMPLIANCE WITH THE NATIONAL POLLUTANT RGE ELIMINATION SYSTEM (NPDES).

7-ELEVEN,

BLVD.

SEMORAN

AT

PROJECT NAME
7-ELEVEN &
zzo e. sendram elvo.
SHEET NAME
EROSION PL

9

DEWATERING NOTES:

1. DURNIC THE EXCIVATION OF THE STORMARTER PONDS, THE CONTRACTOR MUST CONSTRUCT A SEDMENT BASIN TO PROVIDE A DISCHARGE POINT FOR DEWATERING, THE SEDMENT BASIN CAN BE A CELL IN THE PROVIDE DECAYATION AREA OF A POND OR IT CAN BE A BERNED AREA ABOVE GROWND. ALL DEWATERING MUST BE HELD IN THE SEDMENT AREA MURTL THE WATER IS CLEAN SUCH THAT THERE WOULD BE NO TURBED DOSCHARGE.

2. DURNING EXCANATION, THE CONTRACTOR SHALL NOT PENETRATE THE EXISTING CLAY LAYER IF PRESENT. IF THE CONTRACTOR ENCOUNTERS THE CUTA LAYER, HE/SHE IS TO PLACE A MINIMUM OF 2" OF SANDY MAREAU, OVER THE CLAY AND TEXNINATE THE OPTH OF THE EXCANTION.

3. IF CONTRACTOR ENCOUNTERS SLITY/CLAY SHID, WIRCH CAUSE THE WATER TO BECOME

SICHATION.

F CONTROLLED SILTYCLAY SHO, WHICH CAUSE THE WATER TO BECOME TURBO, NE/SIE SHALL THEAT THE STOWERT BASIN WITH A CHILDRAL ADDITING SICH AS ALIM TO PROMOTE THE COMPANION AND SETTLEDERT OF THE PARTICLES FOR THE WATER TO BECOME LESS TURBO. F TURBO WATER IS ENCOMPLIED DURING EXCANATION OF THE PROMS, THE CONTROLLED SHALL MORTH THE ENGINEER OF RECORD MUNECULATION OF THE PROMS, THE CONTROLLED SHALL MORTH THE ENGINEER OF RECORD MUNECULATION OF THE PROMS THE CONTROLLED SHALL MORTH THE STORMATTER SHALL SEQUENCE THE ENCOMPANION OF THE STORMATTER PROMS SUCH THAT A SCORMATTER BASIN HIS SEQUENCE THE ENCOMPANION OF THE STORMATTER PROMS SUCH THAT A SCORMAT BASIN HIS STORMATTER THE RELIGIOR AND SALL SHALL THE SHALL THE STORMATTER SHALL SEQUENCE THE ENCOMPANION OF THE STORMATTER PROMS SUCH AS A SCORMAT OF SHALL THE WATER WITH THE SEQUENT BASIN CAN BE RECORDED.

BEST MANAGEMENT PRACTICES:

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPUNICE WITH APPROPRIATE CONDITIONS OF LOCAL, STATE, AND FEDERAL REQUIATIONS. THE PLAN ADDRESSES THE FOLLOWING AREAS:

GENERAL EROSION CONTROL PROTECTION OF SUB-FACE WATER QUALITY DURING AND AFTER CONSTRUCTION CONTROL OF WIND EROSION

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION BIDICATE THE APPROPRIATE STRUKTON WIGHT THE TECHNIQUES BIDICAD BE EMPIRITED. IT SHOULD BE NOTED THAT THE VARIANCES BEDINED BY THE PLAN HAS GON'T SHOOSETED BAPIGS. THE COMPRETIONS SHALL PROVIDE POLLUTION PERVICITION AND EROSIN CONTINO. MEASURES AS SPECIFIED IN FROST ROCK \$10.2 MIO. AS INCESSARY FOR EACH SHOP EMPIRICATION.

DEMOLITION NOTES (IF NECESSARY):

CONTRACTOR SHALL SUBMIT DEMOUTION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOUTION ACTIVITIES SHOWN ON DRAWNIOS.
SITE DEMOUTION WORK INCLUDES, BUT IS NOT LIMITED TO:
ACTIVITY OF SITE OF THE UTILITIES
D. DRAWNOC AFEA
C. SITE UTILITIES
D. LANGSCHAPA

C. SITE UTILITIES
D. LIANSCOPPIN
4. COMOUNT SITE DEBUNITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROUGE.
STREETS, WALLS, AND OTHER ADMICTIT OCCUPED ON USED FACAITIES, DO NOT CLOSE
PERMISSION FROM AUTHORITIES HAVING JURISSICTION.
PROVIDE PROTECTION INCESSART TO PREVENT DUMAGE TO EXISTING IMPROVEMENTS
INDICATED ON FLAN AS "EXISTING TO REMAIN."
RESTREE DAMAGED IMPROVEMENTS TO THERE ORDINAL CONDITION, AS ACCEPTABLE TO
PROVIDE FOR OTHER OF THE PROPERTY AND
DESPOSE OF OFF-SITE IN A LEGAL MANIBER.
LICCATE EXISTING ABOVE—GROUND AND UNDERGROUND UTILITIES IN AREAS OF WORK.
ILLIAMIS HAVING JURISSICHOM.
PROTECTION DEBUNITY OF THE PROPERTY OF THE PROPERTY AND
DESPOSE OF OFF-SITE IN A LEGAL MANIBER.
LICCATE EXISTING ABOVE—GROUND AND UNDERGROUND UTILITIES IN AREAS OF WORK.
PROTECTION DEBUNITY OF CONTROL PROVIDE ADMICTATION.
PROTECTION DEBUNITY OF CONTROL PROVIDE AND UNITIES IN AREAS OF WORK.
PROTECTION DEBUNITY OF CONTROL PROVIDE ADMICTATION OF THE THE PROPERTY AND UNDERSTREAM OF THE PROVIDER AND UNITIES OF THE PROPERTY AND UNDERSTREAM OF THE PROVIDER AND UNITIES OF THE PROVIDER AND OFF THE PROVIDER AND UNITIES OF THE PROVIDER AND OFF THE PROVIDER AND OFF THE PROVIDER AND OFF THE PROVIDER AND OFF THE PROCESSION OF THE PROC

STRUCTURES, UTILITIES, SIDEWALKS, PAYEMENTS, OTHER FACILITIES FROM DAMAGE

WASHOUT, OTHER HAZARDS CREATED BY THE DEMOLITION MONDERH, WOEDENBRING, WASHOUT, OHER MEANES CREATED BY THE DEMOLITION OF CHARLES AND ASSESSMENT OF THE DEMOLITION OF THE DEMOLITION OF THE DEMOLITION OF THE DEMOLITION OF THE DEMOLITIC CHARLES SHALL RESTORE ALL DESTURBED AREAS TO DISTING CHARLES APPROXIMATE OF PRE-CONSTRUCTION COMMINIS AND POST-CONSTRUCTION COMMINIS AS NOTED ON PLANS.

14. CONTRACTOR SHALL MANTAIN STORMANTER MANAGEMENT SYSTEM TO ENSURE NO DAMAGE TO ADMINIST FOR CHARLES OCCURS DURING 100-1EAR STORM EVENTS.

GENERAL NOTES:

SITE DEVELOPER TO PROVIDE GRADING TO 0.1 FT PRIOR TO PANING.
 ONCE SITE IS CLEARED, EROSION CONTROL MEASURES (I.E. SEED AND MULCH) WILL BE IMPLIENTED IN ACCORDANCE WITH THIS PLAN.
 ALL ROADWAYS SHALL BE MAINTAINED/SWET DALLY TO REMOVE ANY DIRT TRANSPORTED ONTO THE EXISTING PARED ROADWAYS.

EROSION AND SEDIMENT CONTROL PLAN NARRATIVE:

1. EXISTING STRE CONDITIONS: PROJECT AREA IS A PARCEL WITHIN THE CITY LIMITS OF APOPKA. THE STITE CURRENTLY EXISTS AS A VACANT OUT PARCEL. THE MAJORITY OF THE STITE CURRENTLY DRAINS OFF-STIC VAG OVERLAND FLOW. NOTE: ALL ENDSON! AND SCIENMENT CONTROL MEASURES TO BE COMPLETED PRIOR TO STREAM TO THE CONTROL OF STREAM OF THE CONTROL OF STREAM OF THE STITE OF THE CONTROL OF STREAM OF THE STITE OF THE STREAM OF THE STITE OF THE STREAM OF STREAM AREA.

CONTROLLOR STREAM AREA. THIS SITE DOES NOT CONTRIVE CONSTRUCTION OF STREAM OF THE ST

 2. CONSTRUCTION SOCIEUTION, ORDER OF EROSION CONTROL CONSTRUCTION (PRIOR TO LAND INSTRUMENT).

A INSTALL CONSTRUCTION ENTENANCE, AND DESIGNATE EQUIPMENT AND CHEMICAL STORAGE AREA.

B. CONSTRUCT SILT FENCE AND INLET PROTECTION AS INDICATED.

C. CONSTRUCT TEMPORARY SCRULINT TRAY.

D. CONSTRUCT TEMPORARY SCRULINT TRAY.

B. CONSTRUCT TEMPORARY SCRULINT TRAY.

D. CONSTRUCT TEMPORARY SCRULINT TRAY.

EMANTHAN EAS MEASURES TRAY.

F. STABLIZES TOSSIBLE TIME DURRING GRADING ACTIVATIES.

C. MINITAL PERMITST STABLIZED AND ACTIVATIES.

C. RISTALL PERMITST TOSSIBLE TIME OF THE GRADING PROCESS.

C. RISTALL PERMITST STABLIZATION MEASURES, SUCH AS SEEDING AND MULCHING,

C. RISTALL PERMITST FOSSIBLE TIME.

F. FULLDIANS COMPLETION OF GRADING AND CONSTRUCTION ACTIVATIES REMOVE

TEMPORARY CONTROLS AND STABLIZE ALL DISTURBED AREAS.

SEPECION AND MANIFOLISTIC SCHEDULE FOR BUP'S AND RESSON CONTROL DEMCES.

NPDES REGULATIONS SPECIFY THAT ALL EROSION AND SEGMENT CONTROL BUPS.

AND STORMARIE CONTRALS MUST BE INSPECIED AT LESTS ONCE EVERY TO ANS

AND STORMARIES CONTRALS MUST BE INSPECIED AT LESTS ONCE EVERY TO ANS

AND STORMARIES CONTRALS MUST BE INSPECIED AT LESTS ONCE EVERY TO ANS

AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 1/2" OR CREATER. RUCTION SCHEDULING: ORDER OF EROSION CONTROL CONSTRUCTION (PRIOR TO

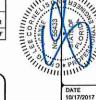
THE PARCEL SHOWN FOR DEVELOPMENT IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE(S) AS DETAILED BY FEMA FIRM (FLOOD INSURANCE PATE MAP) INFORMATION DESCRIBED BELOW:									
FLOOD ZONE	сомминиту	NUMBER	PANEL	SUFFIX	MAP EFFECTIVE DATE	MAP NUMBER			
×	APOPKA,	120180	0140	F	SEP 25, 2009	12095C0140F			

CALL 48 HOURS

IT'S THE LAW!

DIAL 811

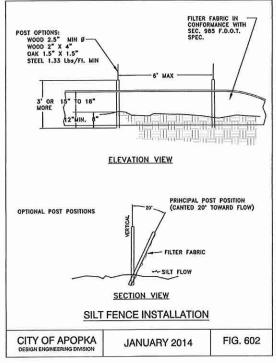


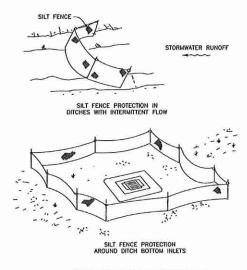


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PROJECTNO 1509023 C07

176





SILT FENCE APPLICATIONS

SECTION 1 GENERAL EROSION CONTROL:

- IS GORBAL REGION CANTEROS.

 1. GORBAL REGION CONTROL BEST JANAGGENT PRACTICES SHALL BE EUPLOYED TO MINIMIZE SOIL EROSION AND POTEITIAL PORD SLOPE FAURES, WHILE THE VARIOUS TICOHOULES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EUPLOYED AS SOON AS POSSIBLE DIRING CONSTRUCTION ACTIVITIES.

 1.2 CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY USED FOR CONSTRUCTION ACTIVITIES.

 1.3 BANKS OF RETENION/DETENION PRODS SHALL NOT BE CONSTRUCTION STEEPER THAN 48-TV FROM TOP OF BANK TO TWO FEET BELOW THE CONTROL ELEVATION.

 1.4 A 1-FOOT MICE SITE OF SOO SHALL BE FACED ALONG ALL CURBING AND ACKNOW ALL INJETS. SOO SHALL BE PLACED ALONG ALL CURBING AND ACKNOW ALL INJETS. SOO SHALL BE PLACED ALONG ALL CURBING AND ACKNOW ALL INJETS. SOO SHALL BE PLACED ALONG ALL CURBING AND ACKNOW ALL INJETS. SOO SHALL BE PLACED ALONG ALL CURBING AND ACKNOW ALL INJETS. SOO SHALL BE PLACED SHOWN TO SHALL BE ACKNOWN AND ACKNOWN ALL INJETS. SOO SHALL BE PLACED SHOWN TO SHALL BOWN AND ACKNOWN ALL INJETS. SOO SHALL BE PLACED SHALL BANK AND ACKNOWN ALL INJETS. SOO SHALL BE PLACED SHALL BANK AND ACKNOWN AND ACKNOWN ALL INJETS. SOO SHALL BE PLACED SHALL BANK AND ACKNOWN AND ACCOUNTAINE WITH THE OWNER REGARDING THE TYPE OF MATERIAL, LANDSCAPING AND REGIOND AND REGIONED AND RECOMPRISHED.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION:

- MIL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

 A. IN GENERAL, EROSON SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

 B. STATE OF THE STATE OF THE PROPERTY OF THE FURTHEST PRACTICAL UPSTREAM LOCATION.

 B. STATE OF THE STATE OF THE PROPERTY OF THE STATE OF THE STATE OF THE VARIOUS STACES OF NUET CONSTRUCTION. SATE BARRIERS SHALL BE AND IN PLACE UNIT SOODING AROUND INLETS IS COMPLETE.

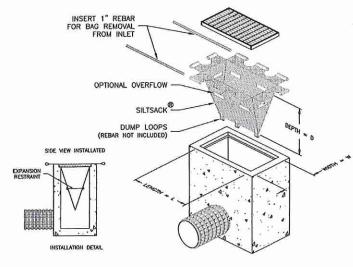
 2.4 HEAVY CONSTRUCTION OF SUMPLETE. SHALL BE DESCRIED TO PROPERTY OF STATE OF STATE OF THE STATE OF STATE OF STATE OF THE STATE OF S

SECTION 3 CONTROL OF WIND EROSION:

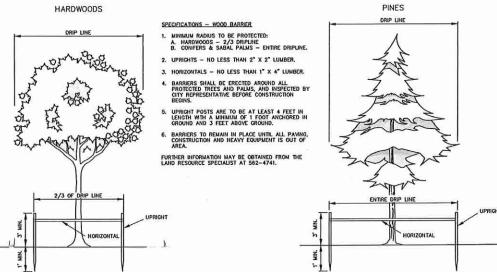
- 3.1 WIND EGGSUN SHALL BE CONTROLLED BY DUPLOTING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE.

 A BREE CARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE ARTH HAS NOT BEEN EFFCENTELY WATERED. IN NO CASE SHALL FURTHER DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

 A SOOH AS PRACTICAL AFFIRE CONFIDENCION THAT WATERING AND/OR VEGETATION IS NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR HE TRANSPORT OF JUDITED DUST. OTHER CHARGES SHALL FURTHER DUST. OTHER CHARGES SHALL FURTHER DUST. OTHER CHARGES SHALL BE DEPLOYED. THESE METHODS WAY HICLOR ERECTION OF DUST CONTROL SHALL BE DEPLOYED. THESE METHODS WAY HICLOR ERECTION OF DUST CONTROL PENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FOOT INDEX 102, EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.



SILTSACK INLET PROTECTION DETAIL (TYPE A)



TREE BARRICADES

EVEN AT SEMORAN BLVD. PROJECT NAME
7-ELEVEN AT SEM
2228 E SEMORAN BLVO. APORYA. FLOR
SHEET NAME
EROSION CONTROL D DATE 10/17/2017 PROJECT NO. 1509023

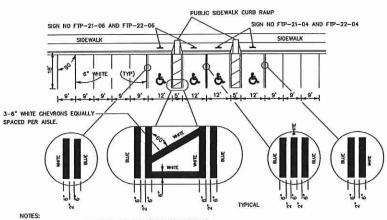
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DETAILS

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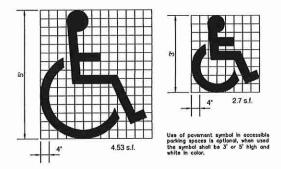
SHEET NUMBER C08



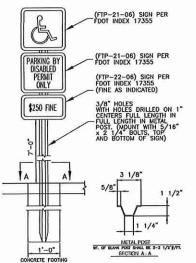
1. DIMENSIONS ARE TO THE CENTERLINE OF MARKINGS

- 2. AN ACCESS AISLE IS REQUIRED FOR EACH ACCESSIBLE SPACE WHEN ANGLE PARKING IS USED.
 3. CRITERIA FOR PAVEMENT MARKINGS ONLY, NOT PUBLIC SIDEWALK CURB RAMP LOCATIONS. FOR RAMP LOCATIONS REFER TO PLANS.
 4. BILLE PAVEMENT MARKINGS SHALL BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARDS 595A.
- 5. THE FTP-22-04 PANEL SHALL BE MOUNTED BELOW THE FTP-21-04 SIGN.
- 6. STALL DIMENSIONS SHOWN FOR REFERENCE ONLY. SEE PLANS FOR LAYOUT DIMENSIONS.

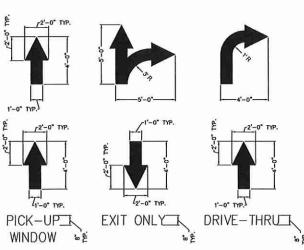
H.C. PAVEMENT MARKING DETAIL PER FDOT INDEX 17346



UNIVERSAL SYMBOL OF ACCESSIBILITY PER FDOT INDEX 17346 N.T.S.

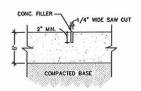


HANDICAP SIGN DETAIL



ONSITE PAVEMENT MARKINGS

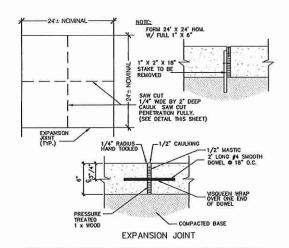
ALL PAVEMENT MARKINGS TO BE WHITE PAVEMENT PAINT, UNLESS STATED OTHERWISE ABOVE DETAIL FOR ONSITE MARKINGS ONLY. ALL MARKINGS WITHIN FDOT RIGHT OF WAY SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS.



CONC. FILLER WILKEM 116 OR 245 (NON SAG) JOINT MATERIAL TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. PROVIDE LIGHT GRAY COLOR TO MATCH CONC.

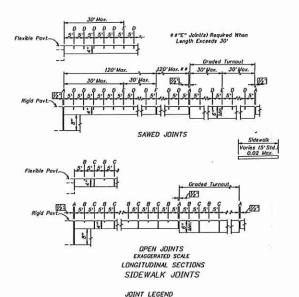
NOTE:
THOROUGHLY CLEAN JOINT OF ALL SAND, SOIL AND MISC. DEBRIS.
APPLY MASKING TAPE ALONG SIDES OF JOINT FOR TEMPORARY
PROTECTION DURING SEALANT APPLICATIONS. APPLY FULL BEAD
OF VULKEN 116 OR 245 (NON SAC) POURABLE SEALANT AND
TOOL LIGHTLY. REMOVE TAPE IMMEDIATELY. SAW CUT SHALL BE 1/3 DEPTH OF THE CONCRETE.

TYPICAL SAW CUT JOINT DETAIL



TYP. EXPANSION JOINT & REBAR LAYOUT DETAIL N.T.S.

*NOTE: CONTROL JOINT SPACING SHOULD BE DETERMINED IN ACCORDANCE WITH THE CURRENT ACI CODE.



- 8- 1/8" Dummy Joints, Tooled
- C- 1/4" Formed Open Joints
- D- 1/4" Saw Cut Joints, 11/2" Deep (96 Hour) Max. 5' Centers
- E- 1/2" Saw Cut Joints, 11/2" Deep (12 Hour) Mox. 30' Centers
- F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'.
 Intermediate locations when called for in the plans or at locations as directed by the Engineer.

NOTES FOR CONCRETE SIDEWALKS ON UNCURBED ROADWAYS 1. Sidewalks shallbe constructed in accordance with Section 522 of the FDOT Standard Specifications

NOSE DOWN TO FINISH GRADE

- 4" CONCRETE CURB EDGE WALK

- 6'x6'-1.4x1.4 W.W.F - 1º RADIUS

- 2 - #4 BARS CONT.

- 1. Solework surrous constructes in two dates in described in the sidewark and 24" deep from the edge of prement where sidewarks adjoin the following vehicular ways:

 sidewark and stress in the signals of end of the following vehicular ways:

 driveways with signals of end of end
- For sidewalks continuous through driveways, detectable warning surfaces are not required.

6'-0'

PER PLAN

TYPE 2

TYPICAL ELEVATION

CURB TRANSITION DETAIL

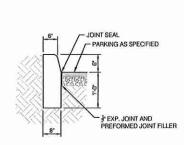
N.T.S.

INTEGRAL CURB AND SIDEWALK DETAIL

Construct zidewaks with I' thick Edge Beam through the firsts of any surface mounted Pedestrian/Bicycle Picket Railing or Pipe Guiderall shown in the plans. See Sheet I for details

SIDEWALK DETAIL

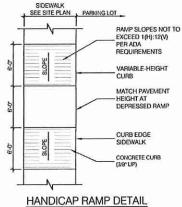
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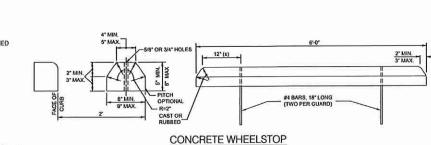


TYPE "D" CONCRETE CURB DETAIL

- THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS WHERE THERE ARE OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES
- 9. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAN IN PLACE.
- THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OF FLORIDA (811) FOR FIELD LOCATIONS 48 HOURS BEFORE DIGGING NEAR UNDERGROUND UTILITIES.
- 11, KNOWN UTILITIES:

- 15. APPURITEMANCES FOR STORM SEWER, SANITARY SEWER, WAITER, AND OTHER UTILITY SYSTEMS, SUCH AS MANHOLE COVERS, VALVE BOX COVER, ETC., WHICH ARE LOCATED WITHIN AN EXISTING OR PROPOSED PAVEMENT SUCH AS A ROADWAY OR SIDEWALK, SHALL BE AT GRADE WITH THE FINAL PAVEMENT. ACCEPTABLE TOLERANCE IS 3/8 INCH. A DEPICIENCY IN ASPHALT ROADWAY SHALL BE CORRECTED EITHER BY ADJUSTING THE APPURITEMANCE OR THE PLACEMENT OF ASPHALT FOR A LENGTH EXTENDING FROM THE APPURITEMANCE AT A SLOPE OF 50-1.





PER FDOT INDEX 300



ED

NC.

7-ELEVEN,

CONSTRUCTION DETAILS

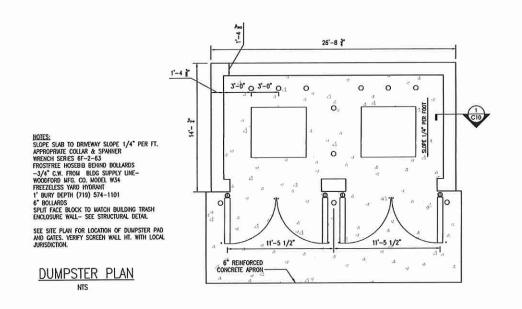
BLVD.

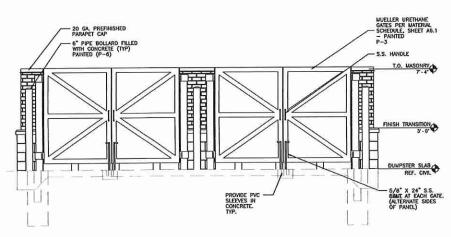
PROJECT NAME
7-ELEVEN AT SEMORAN
2228 E. SEMORN BLYD., APPRA, FLORIDA, 22703

DATE PROJECT NO 1509023

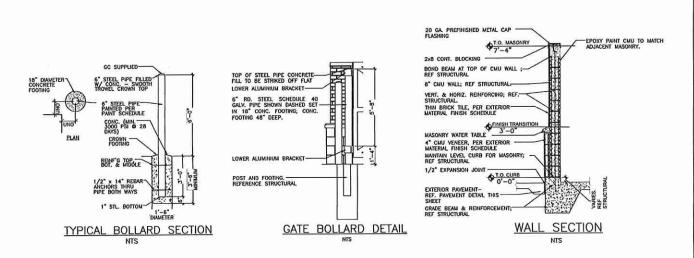
SHEET NUMBER C09

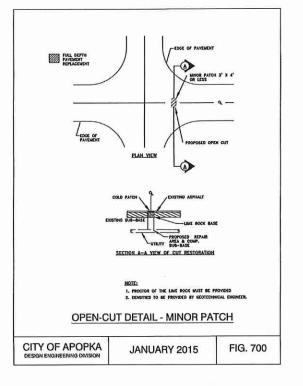
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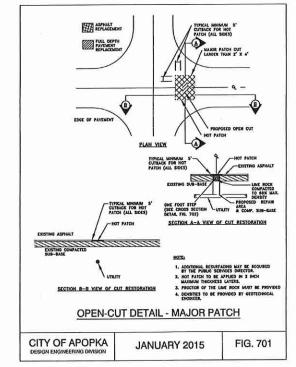


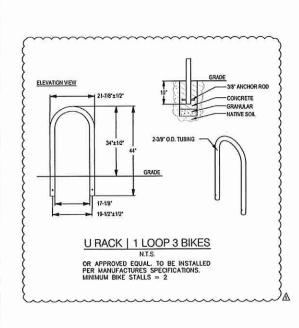


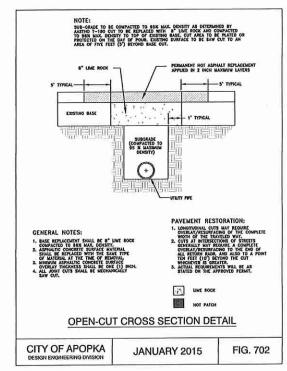
DUMPSTER ENCLOSURE ELEVATION NTS

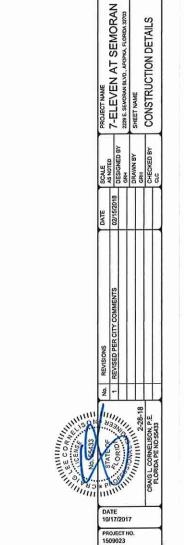












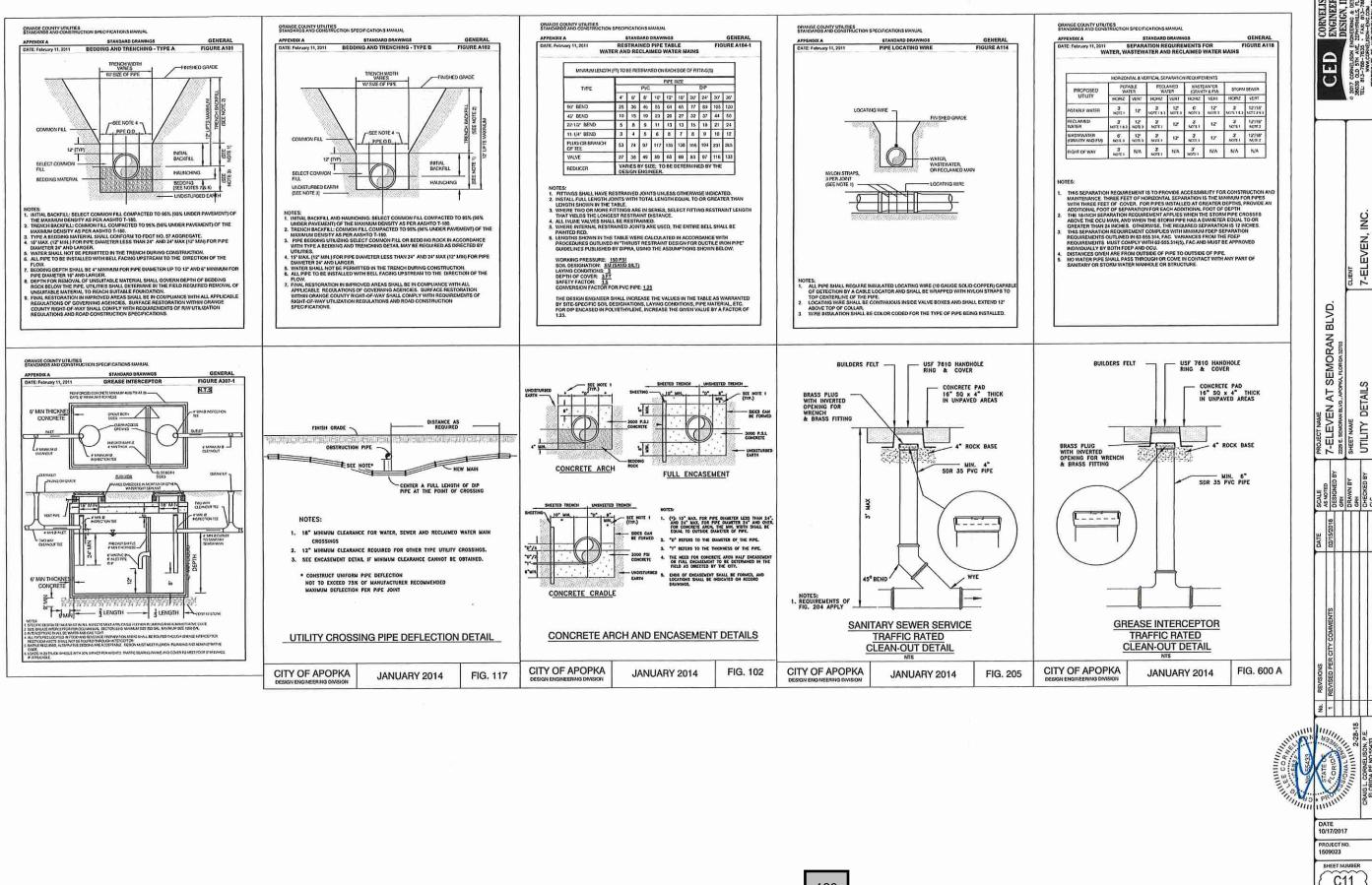
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7-ELEVEN,

BLVD.



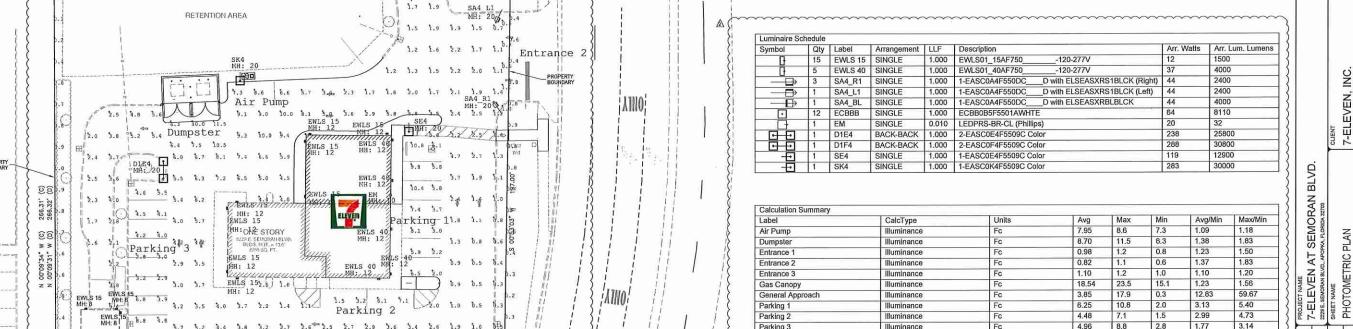
C11

180

CORNELISON
ENGINEERING &
DESIGN, INC.
SEM EMPRESSM, INC.
2504 EMPRESSM, EN. 25042
2-783. - FAX. 813-782-7062
2004 EMPRESSM-2004

C11 SHEET 11 OF 15





WEKIWA SPRINGS ROAD

Entrance 3

7.4 3.7 Parking 11.8 1.1

Parking 2

5.7 5.2 4.4 5.8 5.2 2.7 2.6 2.5 2.7 2.9 5.6 5.4 2.6 1.9 1.0 General Approach 8.6 10.6 10.6 9.0 9.3 7.7 8.8 5 7.6 8.5 8.1 7.7 6.4 2.5

Gas Canopy 8.9 8.1 8.0 9.5 9.7 9.1 9.7 don 8.7 9.1 8.3 8.6 8.3 8.0 8.0

Parking 4

STATE ROAD 436 - SEMORAN BOULEVARD PUBLIC RIGHT OF WAY - WIDTH VARIES

SA4_BL H N 89'21'31" W 188.57'

MH: OHE STORY

4.2 4.0 Parking 3

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Air Pump	Illuminance	Fc	7.95	8.6	7.3	1.09	1.18
Dumpster	Illuminance	Fc	8.70	11.5	6.3	1.38	1.83
Entrance 1	Illuminance	Fc	0.98	1.2	0.8	1.23	1.50
Entrance 2	Illuminance	Fc	0.82	1.1	0.6	1.37	1.83
Entrance 3	Illuminance	Fc	1.10	1.2	1.0	1.10	1.20
Gas Canopy	Illuminance	Fc	18.54	23.5	15.1	1.23	1.56
General Approach	Illuminance	Fc	3.85	17.9	0.3	12.83	59.67
Parking 1	Illuminance	Fc	6.25	10.8	2.0	3.13	5.40
Parking 2	Illuminance	Fc	4.48	7.1	1.5	2.99	4.73
Parking 3	Illuminance	Fc	4.96	8.8	2.8	1.77	3.14
Parking 4	Illuminance	Fc	1.28	1.5	1.2	1.07	1.25
Property Line	Illuminance	Fc	0.36	1.0	0.0	N.A.	N.A.

ntrances	10FC AVG
Air Pump	10FC
Gasoline Canopy	30FC
Dumpster	10FC
arking	10FC
General Approach	3FC
idewalk	NO SPEC
roperty Line	NO SPEC

PROVIDED BY: APPLICATION SOLUTION CENTER CURRENT, POWERED BY GE NELA PARK, EAST CLEVELAND, OH P: 1-216-266-4660



City Ordinance:

this design does not meet 7-Eleven spec.

BEFORE YOU DIG IT'S THE LAW!

CALL 48 HOURS

Property line cannot exceed 1FC. Due to the ordinance,

PRELIMINARY

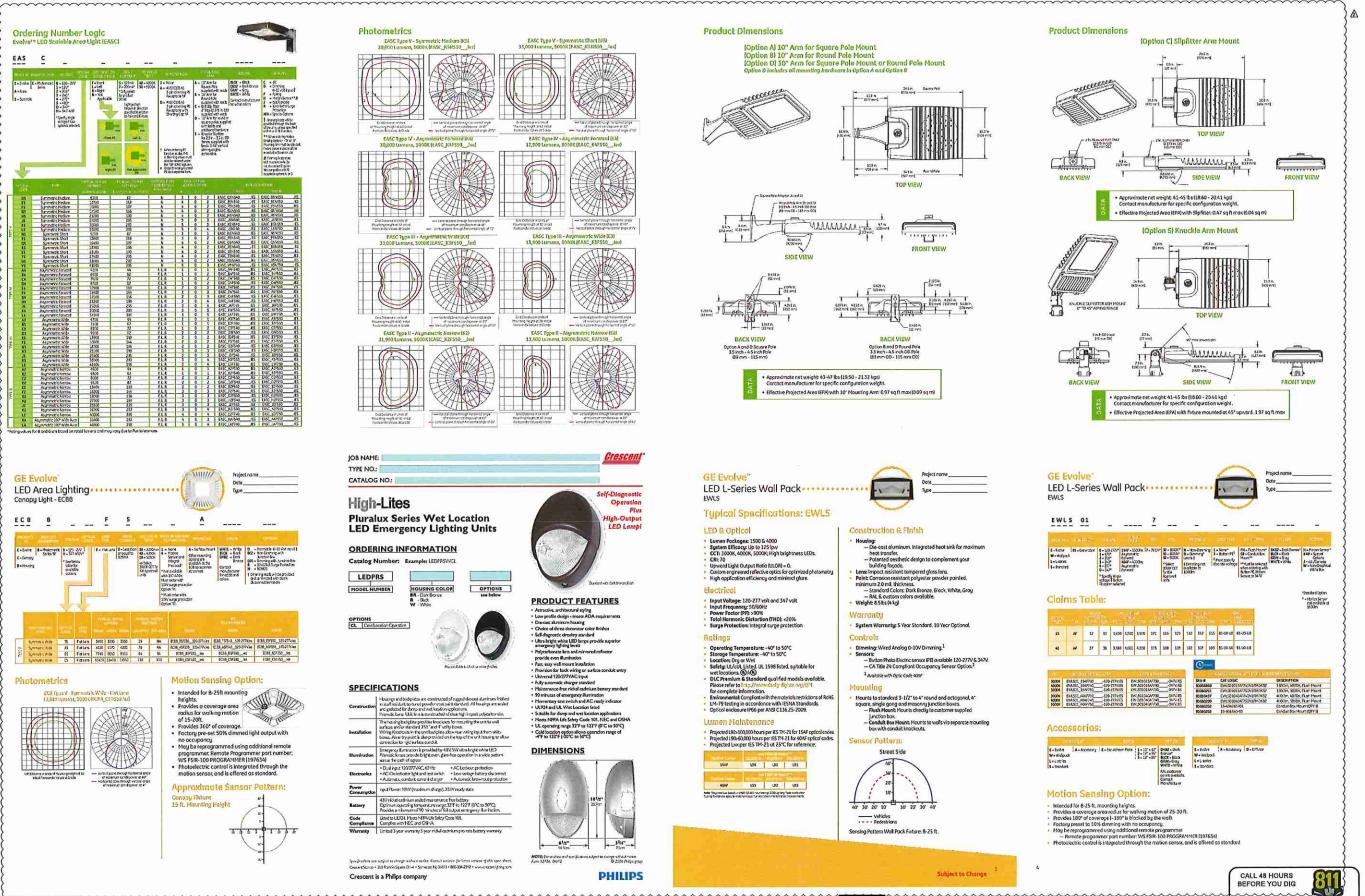
181

SHEET NUMBER C12

DATE 10/17/2017

PROJECT NO. 1509023

CLIENT



182

PRELIMINARY

PROVIDED BY:
APPLICATION SOLUTION CENTER
CURRENT, POWERED BY GE
NELA PARK, EAST CLEVELAND, OH
P: 1-215-266-4660

IT'S THE LAW! **DIAL 811**

Know what's below. Call before you d

509023 SHEET NUMBER C13

DATE 10/17/2017

PROJECT NO.

(11) g

7-ELEVEN,

BLVD.

PROJECT NAME

7-ELEVEN AT SEMORAN B

2225 6. SEMORAN BLVD... APORA, FLORICA 22703

SHEET NAME

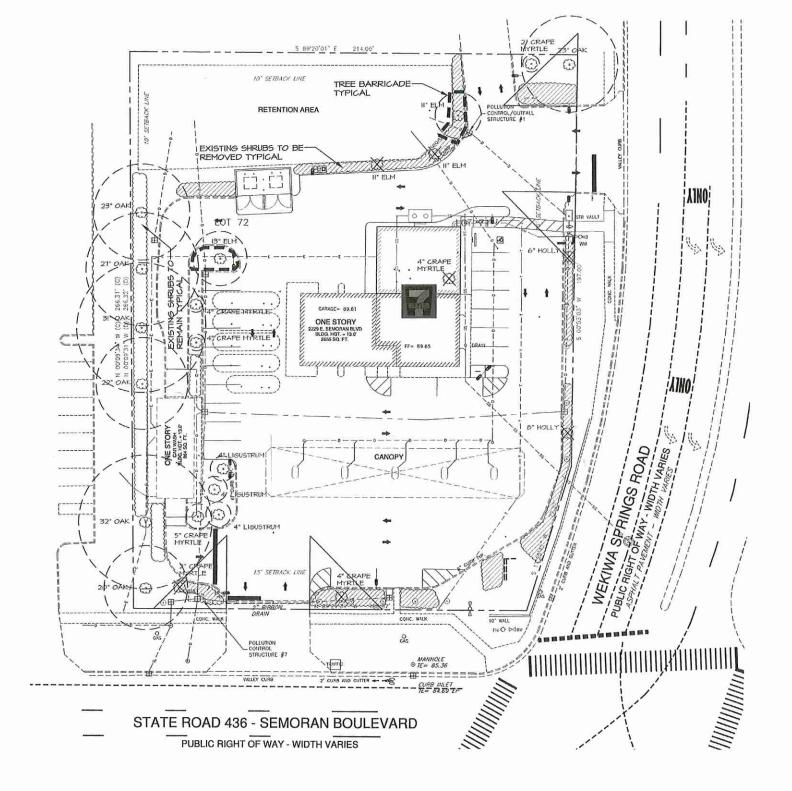
PHOTOMETRIC DETAILS

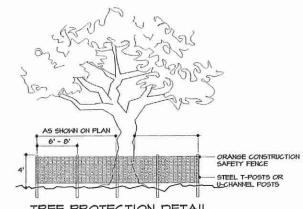
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GRH
DRAWN BY
GRH
CHECKED B

PER

No. REVISIO 1 REVISED 2 REVISED







TREE PROTECTION DETAIL

ALL EXISTING TREES TO REMAIN WITHIN THE PROTECTION AREA SHALL BE BARRICADED AS PER THE DETAIL. BARRICADES SHALL BE ERECTED BEFORE SITE WORK BEGINS AND SHALL REMAIN FOR THE ENTIRE DURATION OF THE WORK.

SYMBOL LEGEND







TREE BARRIGADE



EXISTING SHRUBS TO REMAIN

CLIENT 7-ELEVEN, INC.

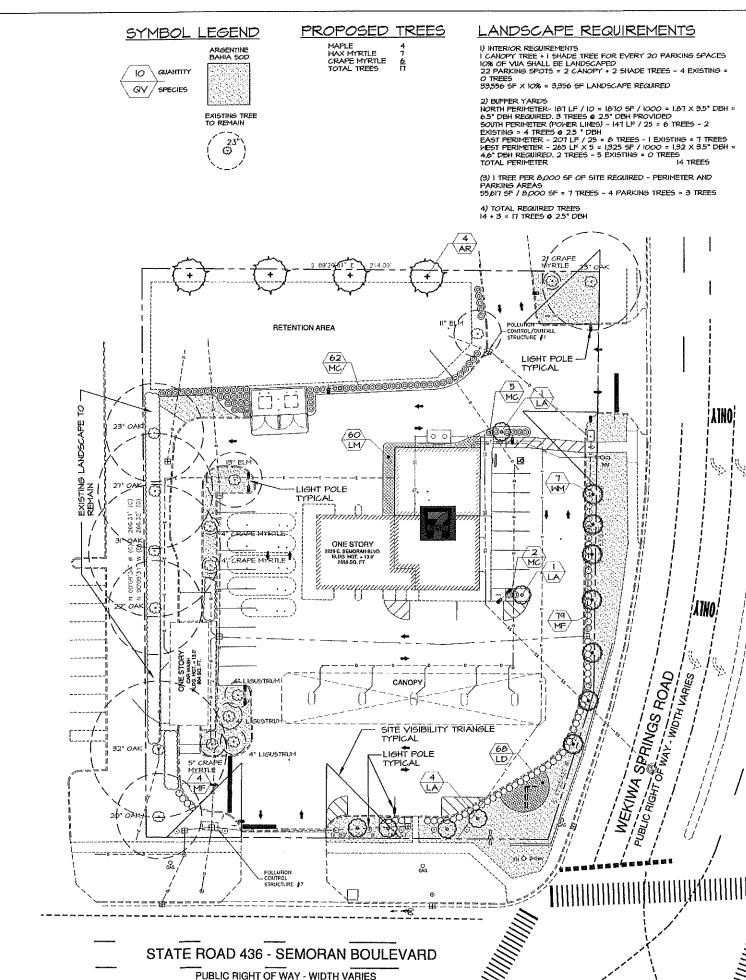
TREE PRESERVATION / REMOVAL PLAN

PROJECT NAME
7-ELEVEN E. SEMORAN BOULEVARD
PROMA LICHON
SHEET NAME
TIDEE FOR PARKET

183

PROJECT NO. 1509023

SHEET NUMBER LA-01



PLANT MATERIAL LIST

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	SPACING
AR	4	ACER RUBRUM	RED MAPLE	16" HT X 1" SPD, 2.5" DBH, RPG	AS SHOWN
LA	6	LAGERSTROEMA INDICA "MOKOGEE"	LAVENDER GRAPE MYRTLE	10' HT X 4' 5PD, 3 STEMS 6 I", RPG	AS SHOWN
MM	7	MYRICA CERIFERA	WAX MYRTLE	10' HT X 4' SPD, 3 STEHS & I", RP6	AS SHOWN
MF	78	MYRICANTHES FRASRANS	SIMPSON'S STOPPER	36" HT X 30" SPD, 1 GALLON	36° OC
Mc	64	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	36° HT X 30° SPD, 7 GALLON	36° OC
LM	60	LIRIOPE EMERALD GODDESS'	EMERALD GODDDESS	IO" HT X IO" SPD, I GALLON	24° 00
LD	68	LANTANA DEPRESSA	PINELAND LANTANA	IO" HT X IO" SPD, I GALLON	24 00

100% FLORIDA FRIENDLY LANDSCAPING PLANTS

LANDSCAPE INSTALLATION NOTES

I) ALL PLANT MATERIALS SHALL BE FLORIDA & OR BETTER AS GIVEN IN <u>GRADES AND</u> STANDARDS FOR MIRSERY PLANTS, FEBRUARY LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

2) LOCATION OF PLANTS ON THE PLAN ARE DIAGRAMMATIC- SEE THE LANDSCAPE ARCHITECT FOR QUESTIONS ON EXACT LOCATIONS. THE PLANT MATERIALS LIST IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLANT LIST AND THE PLAN, THE PLAN SHALL PREVAIL.

3) IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMIM GROWTH OF LANDSCAPE MATERIAL BEFORE INSTALLATION BEGINS.

4) THE CONTRACTOR SHALL INSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS, OR OTHER MASTE MATERIALS TO A DEPTH OF 24° PRIOR TO LANDSCAPE INSTALLATION.

5) ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3" DEEP TRIPLE SHREDDED BLACK MILCH. ALL NEN TREES SHALL HAVE A TREE RING WITH A MINIMAN OF 24" RADIUS, ALL NEW TREES AND PALMS SHALL BE STAKED. ALL EXISTING TREES TO REMAIN SHALL HAVE A 6" RADIUS MILCH RING AT A DEPTH OF 3".

6) NEW SOD SHALL BE ± 6,000 OF ARGENTINE BAHIA SOD, IN THE LOCATIONS SHOWN ON THE PLAN, CONTRACTOR SHALL DETERMINE EXACT QUANTITIES IN THE FIELD. SOD AREAS SHALL BE MANITAINED BY THE CONTRACTOR FROM THE TIME OF INSTALLATION TO THE TIME OF FINAL ACCEPTANCE.

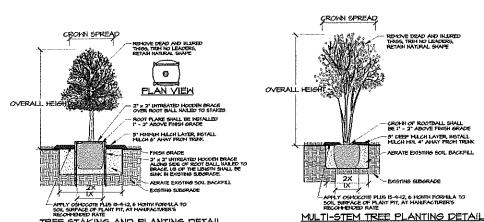
1) TREES SHRUBS, AND GROUND COVER SHALL BE INSTALLED USING THE FOLLOWING PROJECULAR. PLANT PITS SHALL BE EXCAVATED TO TWICE THE DIAMETER OF THE PLANT ROOT BALL. AERATE EXISTING SOIL BEFORE BACKFILLING PIT.

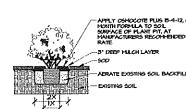
6) TREE INSTALLATION, ALL REQUIRED TREES SHALL BE INSTALLED I* - 2* ABOVE FINISH GRADE. TREES INSTALLED OR BURIED TOO DEEP SHALL BE RESET TO THIS STANDARD. REMOVE THE TOP 1/3 OF THE WIRE BASKETS ON ALL B & B STOCK.

9) LANDSCAPE AND IRRIGATION PLANS SHALL BE IN COMPLIANCE WITH WATER WISE ORDINANCE 2069.

IO) ANY DEAD OR DECLINING PLANTS OR SHRUBS SHALL BE REPLACED.

II) LANDSCAPE SHALL BE IN COMPLIANCE WITH "WATER HISE ORDINANCE 2064".





TREE STAKING AND PLANTING DETAIL



SHRUB PLANTING DETAIL

184

DATE 3/22/2018 SHEET NUMBER

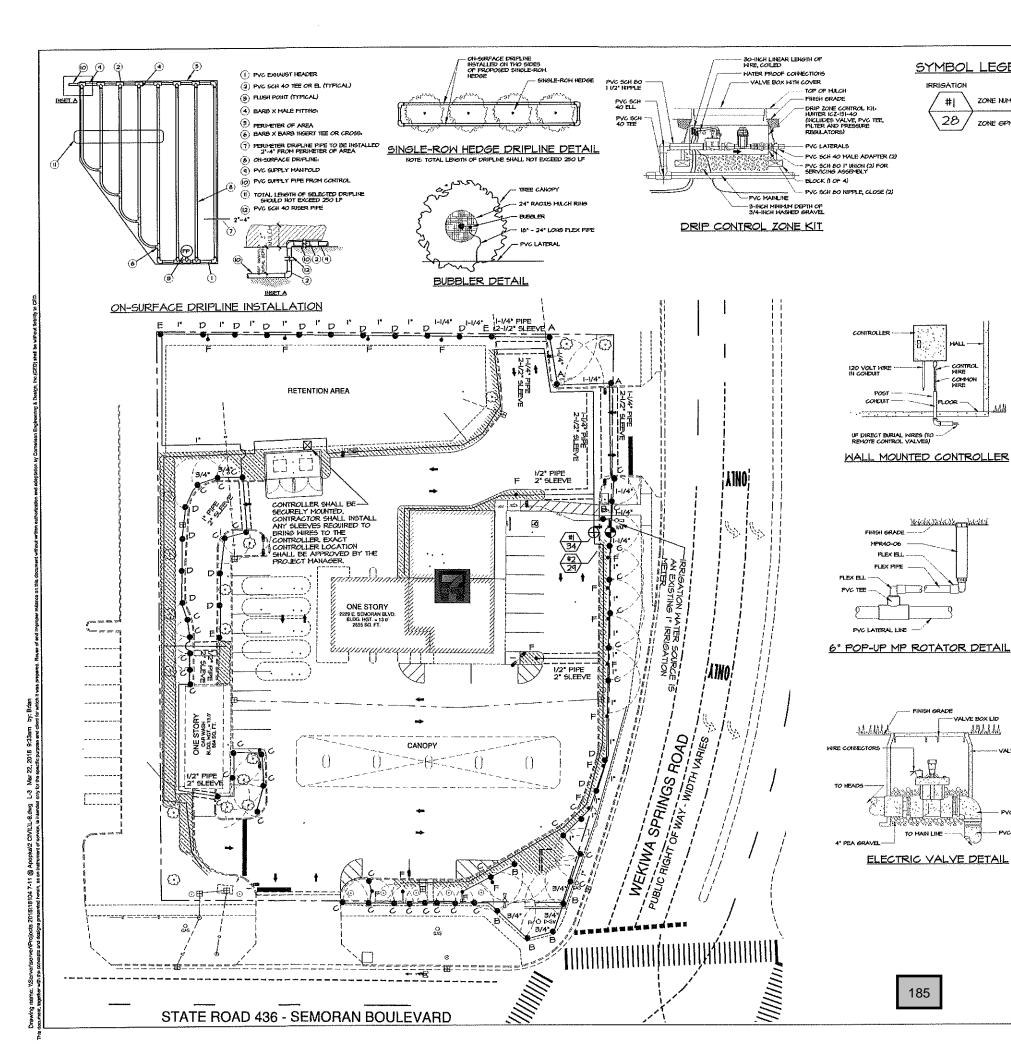
CLIENT

BOULEVARD

SEMORAN

PROJECT NAME
7-ELEVEN E. S
APOPICA, FLORIDA
SHEFT NAME

LA-02



SYMBOL LEGEND

#

Wich Child Company

- PVG SCH 80 BL PVC SCH BO HIPPLE

PLEX ELL

ZONE NUMBER 28

IRRIGATION MATERIAL LIST

SYMBOL	QUANTITY	MODEL NUMBER		
A 0	3	MPR40-06-MP3000, 6" POP-UP ROTATOR		
в 6		MPR40-06-MP2000, 6" POP-UP ROTATOR		
C • 37		MPR40-06-MP1000, 6° POP-UP ROTATOR		
D 6	37	MPR40-06-MPS5530, 6" POP-UP SIDE STRIP ROTATOR		
E 6	n	MPR40-06-MPRG5515, 6" POP-UP END STRIP ROTATOR		
F 👨	17	1401-0.25, FULL CIRCLE BUBBLER		
7//3/////	± 2,300 LF	XFD-04-18-250, LANDSCAPE DRIPLINE		
	± I5 LF	2" PVC, SCHEDULE 40, MAIN LINE		
Φ	1	XCZ-PRB-150-COM, CONTROL ZONE KIT		
₽	1	150-PEB-PRS-D, ELECTRICAL VALVE		
Ø	J.	ESP-SMT4, 4 STATION CONTROLLER		
	1	RAIN CHECK, AUTOHATIC RAIN SENSOR SHUTOFF		
	1			

IRRIGATION INSTALLATION NOTES

I) ALL QUANTITIES SHOWN ON THE DRAWINGS ARE NOT GUARANTEED AS TO ACCURACY AND ARE SHOWN FOR THE PURPOSES OF INDICATING VOLUME OF WORK. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO SATISFY HIMSELF AS TO THE ACCURACY OF THE QUANTITIES.

2) PIPING OR VALVES MAY SOMETIMES BE INDICATED AS BEING LOCATED IN UNLIKELY AREAS, I.E., IN BUILDINGS, INDER PAVEMENT, OR OUTSIDE OF THE PROPERTY LINES. THIS IS DONE FOR GRAPHIC CLARITY ONLY. WHENEVER POSSIBLE, PIPING IS TO BE INSTALLED IN SOIL AREAS.

3) INSTALL IRRIGATION SYSTEM IN ACCORDANCE WITH ALL APPLICABLE CODES.

4) PIPE SIZES ARE LABELED AT LOCATIONS WHERE AN INCREASE IN SIZE OCCURS. CONTINUE PIPE SIZE UNTIL SIZE INCREASE IS INDICATED. PIPES SHALL BE INSTALLED ALONS WALKS, CURBS OR WALLS, THEY SHALL NOT BE INSTALLED IN THE MIDDLE OF PLANTERS. CONTRACTOR SHALL REVIEW LANDSCAPE PLANS TO DETERMINE TREE AND PALM LOCATIONS. MAIN LINE AND

5) ALL POP-UP SPRAY AND ROTOR HEADS SHALL BE INSTALLED ON 18° LONG FLEX PIPE CONNECTIONS, RISERS SHALL BE 28° IN HEIGHT OR 4° ABOVE ADJACENT SHRUBS. ALL IRRIGATION EQUIPMENT SHALL BE BY HANTER, UNLESS OTHERWISE STATED ON THE PLAN.

6) WATER SOURCE IS AN EXISTING I' IRRIGATION WATER METER. IRRIGATION SYSTEM REQUIRES 34 GPM AT 40 PSI. WIRING USED FOR CONNECTING THE VALVES TO THE CONTROLLER SHALL BE TYPE UF, 16 AND WIRE, WITH PVC INSULATION. ZONE WIRES SHALL BE COLOR CODED, AND COMMON RIVES SHALL BE WHITE. VALVE BOXES SHALL BE 22" X IT' X 12" RECTANGLE WITH GREEN LIDS, PLACE 3" GRAVEL INSIDE VALVE BOXES.

T) NEW CONTROLLER SHALL BE WALL MOUNTED IN THE LOCATION APPROVED BY THE PROJECT MANAGER. AFTER 30 DAY PLANT MATERIAL ESTABLISHMENT PERIOD, CONTROLLER SHALL BE SET AS PER LOCAL WATER RESTRICTIONS. AFTER IRRIGATION SYSTEM INSTALLATION IS COMPLETE, CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT DRAWING SHOWING LOCATION OF IRRIGATION HEADS, VALVES AND PIPE.

8) PIPING ON THE PLAN IS DIAGRAMMATICALLY ROUTED FOR CLARITY. DESIGN MODIFICATIONS SHALL BE MADE TO MEET FIELD CONDITIONS. THE PIPING SCHEMATIC IS DESIGNED TO MINIMIZE TRENCHING. WHENEVER POSSIBLE RUN MULTIPLE LINES AND WIRE IN THE SAME TRENCH.

4) WHERE EXISTING OR PROPOSED PAVED SURFACES CROSS IRRIGATION LINES, ALL PIPING WODER SAID SURFACES SHALL BE IN SLEEVES. SLEEVES SHALL BE SCH 40 FVC, MINIMUM 2' DIAMETER OR AS SPECIFIED ON PLAN. WHERE EXISTING PAVEMENTS MUST BE OUT TO INSTALL IRRIGATION PIPE, SAN CUT SIX INCHES WIDER THAN THE NEEDED TRENCH. REPAIR CUTS WITH AN EQUIVALENT MATERIAL TO MATCH EXISTING.

IO) MINIMUM COVER, PROVIDE IB" MINIMUM COVER OVER SLEEVES, IB" MINIMUM COVER OVER TOP OF MAIN LINE AND CONTROL WIRING, AND I2" MINIMUM COVER OVER ANY OTHER INSTALLED

II) IRRIGATION SHALL BE IN COMPLIANCE WITH "WATER WISE ORDINANCE 2069.

DRIP INSTALLATION NOTES

I) DRIPLINE SHALL BE LAID DIRECTLY UNDER THE 3" MILCH BED. MULCHING OF PLANT BEDS SHALL, OCCUR AFTER DRIPLINE INSTALLATION.

2) DRIPLINE SHALL GOVER THE FULL EXTENT OF ALL PLANTING BEDS WERE IT IS INDICATED ON THE DRAMINGS, AT A SPACING OF IS! ON CENTER: ON THE DRIPLINE ZONES, THE ELECTRIC VALVE, DISC PILTER, AND PRESSURE REGULATOR SHALL BE PLACED UNDERSPROUND IN A PLASTIC VALVE BOX MITH COVER. ADJIST PRESSURE REGULATOR TO ACCOMMODATE EACH ZONE.

3) INDIVIDUAL SECTIONS OF DRIPLINE SHALL BE CONNECTED USING PVC PIPE, SIZED AS PER GPM REQUIREMENTS, DRIPLINE SHALL BE STAPLED OR OTHERMISE PASTENED TO THE FINISH GRADE EVERY 4° ON CENTER.



185

42

7-ELEVEN, SEMORAN BOULEVARD

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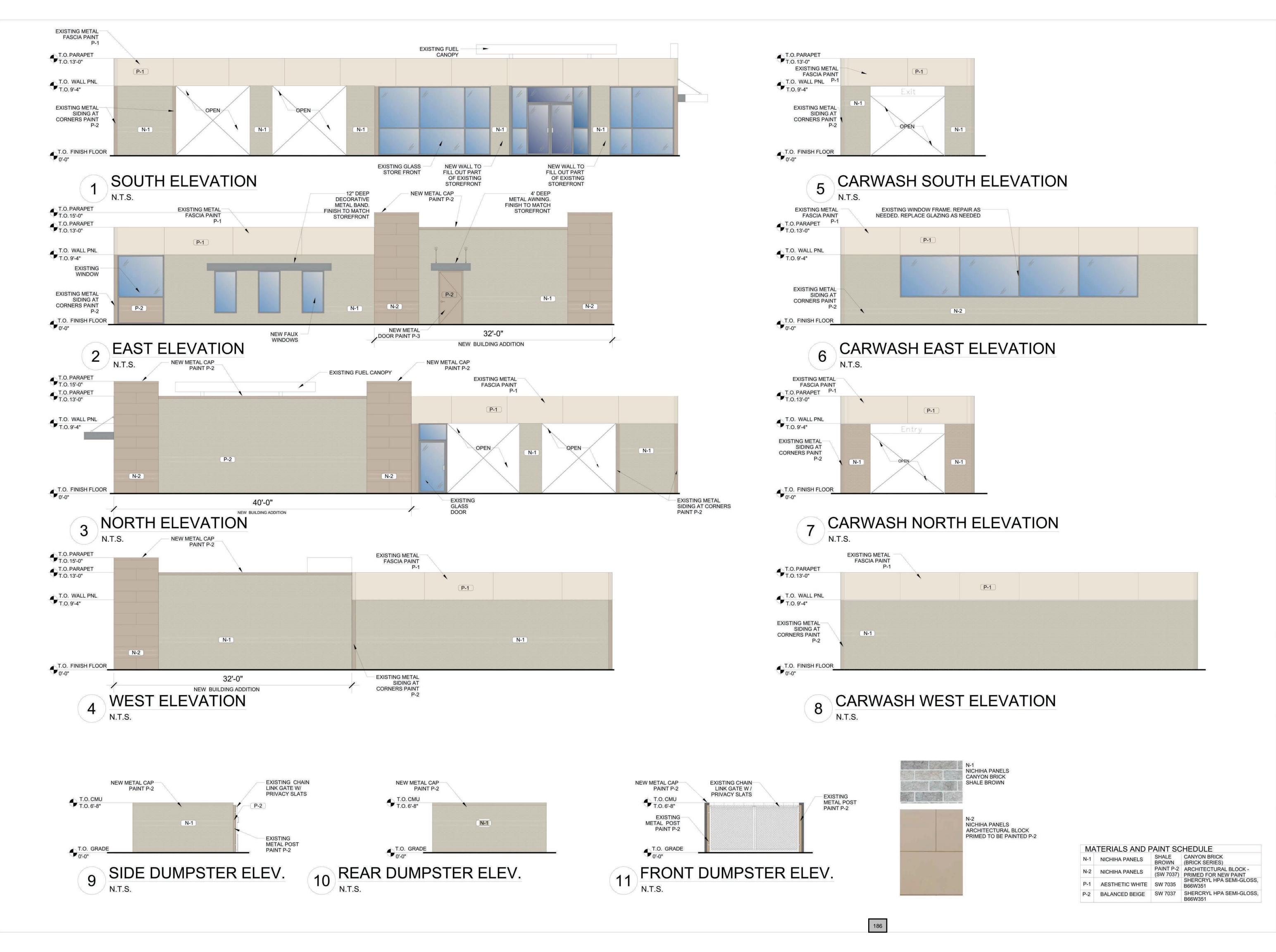
7-ELEVEN I

SCALE
AS NOTED
DESIGNED 190
BG
CHECKED E

,000. DATE 3/22/2018

PROJECT NO. 1509023

SHEET NUMBER LA-03



Rev. # Date Description

7-ELEVEN, INC.
00 Hackberry Rd, Irving, Texas 75063
7-11 #34778
2229 SEMORAN BLVD.





ARCHITECTURE
CIVIL ENGINEERING
MEP ENGINEERING
PLANNING

10755 SANDHILL ROAD DALLAS, TEXAS 75238
O: 214-343-9400 | F: 214-503-6778 dimensiongrp.com

e: AS NOTE

and Scale: A see to any ssed, Date: A sion n risk. Drawn By:

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CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA

X PUBLIC HEARING

SPECIAL REPORTS

X OTHER: Final Development Plan

MEETING OF: November 7, 2018

FROM: Community Development

EXHIBITS: Vicinity Map

Aerial Map

Final Development Plan

Renderings Parking Study

SUBJECT: APOPKA BUSINESS COMPLEX ADDITION – FINAL

DEVELOPMENT PLAN/SITE PLAN

REQUEST: APPROVE THE FINAL DEVELOPMENT PLAN FOR APOPKA

BUSINESS COMPLEX ADDITION

SUMMARY:

OWNER/APPLICANT: Little Brownie Properties, Inc.

ENGINEER: CivilCorp Engineering, Inc. c/o Stephen Allen, P.E.

LOCATION: 1350 Sheeler Avenue

PARCEL ID #: 15-21-28-3960-00-010

FUTURE LAND USE: Industrial

ZONING: I-1 (Restricted Industrial)

EXISTING USE: Industrial

PROPOSED USE: Light Industrial; Flex Space - Product Storage with Private Offices

TRACT SIZE: 21.15 +/- acres; Area of construction/development: 1.79 +/- acres

BUILDING SIZE: 30,050 square feet

FLOOR AREA RATIO 0.36 (0.60 Maximum)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

CITY COUNCIL – NOVEMBER 7, 2018 APOPKA BUSINESS COMPLEX ADDITION – FINAL DEVELOPMENT PLAN PAGE 2

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Industrial and Institutional	RR (Railroad), PO/I (Professional Office/Institutional Use), A-1(ZIP), I-1 (Restricted Industrial) and C-3 (Wholesale Commercial)	Church, Vehicle Repair, Warehousing, and Light Industrial
South (County)	County Low Medium Density Residential	County R-1 (County Residential Urban District)	Jeffcoat Heights Residential Subdivision
East (City)	Commercial	ROW (Right-of-Way) and CN (Commercial Neighborhood)	Vacant
West (City and County)	City Industrial and County Medium Density Residential	City I-1 and County R-1	Vacant and Single Family Residence

PROJECT SUMMARY: This is a request to approve the Apopka Business Complex – Final Development Plan that comprises of development approximately 1.8 acres of area on the southern portion of a tract of over 21 acres of existing light industrial uses. The proposed building is 30,050 square in size dedicated to light industrial flexible use space that includes product storage with private offices. The proposed building replaces two smaller existing buildings onsite to be demolished.

PARKING: The City's Land Development Code addressing parking requirements is broad with regard to industrial land uses. In the case of this project, the closest category, Industrial, would require 75 total parking spaces. The applicant believes the LDC over generates the number of parking spaces required for the activities that will occupy the new buildings and would like the number of parking spaces reduced to 42. To substantiate this, an Alternative Parking Analysis was submitted to support a reduction in the required number of parking spaces for this project from approximately .25 parking spaces/1,000 square feet GFA (calculated using the requirements in the City's Land Development Code) to .14 parking spaces/1,000 square feet GFA. The analysis used a methodology and data from the *Institute of Transportation Engineers Parking Generation Manual*, 4th Edition as allowed by the City's Land Development Code. Based on this analysis, 39 parking spaces (.13 parking spaces/1,000 square feet GFA) would sufficiently serve this development. Staff finds the analysis supports the reduction of parking spaces from 75 to 42.

ACCESS: Access to the site will remain via Sheeler Road. Modifications to the access connection are not required or proposed.

TRANSPORTATION: The new development is estimated to generate 209 Daily trips and 29 PM Peak Hour trips. After subtracting the estimated trip generation for the 2 buildings being demolished, the net new trip generation estimate is 178 Daily trips and 24 PM Peak hour trips.

Because this project generates less than 400 Daily trips, a Traffic Impact Analysis was not required. Staff reviewed the existing traffic volumes on Sheeler Road in the vicinity and verified sufficient capacity is available to accommodate this slight increase in Daily and PM Peak Hour traffic.

CITY COUNCIL – NOVEMBER 7, 2018 APOPKA BUSINESS COMPLEX ADDITION – FINAL DEVELOPMENT PLAN PAGE 3

STORMWATER: Per the City Engineer, no impervious surface is increasing or added, therefore, no stormwater system is required.

LANDSCAPING/BUFFER/TREE PROGRAM: As part of the development plan approval, understory trees and a hedge are lined along the southern boundary. Sabal Palms, Ligustrum Trees and Holly Trees will be used due to the restrictions created by the 15-foot wide power easement adjacent to the existing access easement being utilized by homeowners adjacent to the southern boundary of the project site. In addition to the landscaping, the site plan shows a wall buffer adjacent to the existing residential subdivision on the south at the length of the area of development.

Based on the following arbor assessment, the applicant will be providing 94.5 tree inches onsite and 13 inches of non-specimen inches will be removed:

Arbor Assessment

Total inches on area of development (before removal):	127
Total specimen inches removed	0
Total non-specimen inches removed	13
Total inches retained:	114
Total inches added:	94.5
Total inches post development:	208.5

<u>VARIANCE(S)</u>: At the Planning Commission meeting on April 10, 2018, a variance, VAR18-02 Little Brownie Properties, was approved for the subject property allowing a 20 foot reduction from the required 50-foot wide landscape buffer approximately 764 linear feet along the southern property line, measured westward from the Sheeler Avenue right-of-way.

PUBLIC HEARING SCHEDULE:

October 23, 2018 – Planning Commission, 5:30 pm November 7, 2018 – City Council, 1:30 pm

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Apopka Business Complex Addition Final Development Plan, subject to the findings of this staff report and the public hearing findings for VAR18-02 Little Brownie Property.

The **Planning Commission**, at its meeting on October 23, 2018, found the Apopka Business Complex Addition 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 and the public hearing findings for VAR18-02 Little Brownie Property.

City Council: Approve the Apopka Business Complex Addition 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.

CITY COUNCIL – NOVEMBER 7, 2018 APOPKA BUSINESS COMPLEX ADDITION – FINAL DEVELOPMENT PLAN PAGE 4

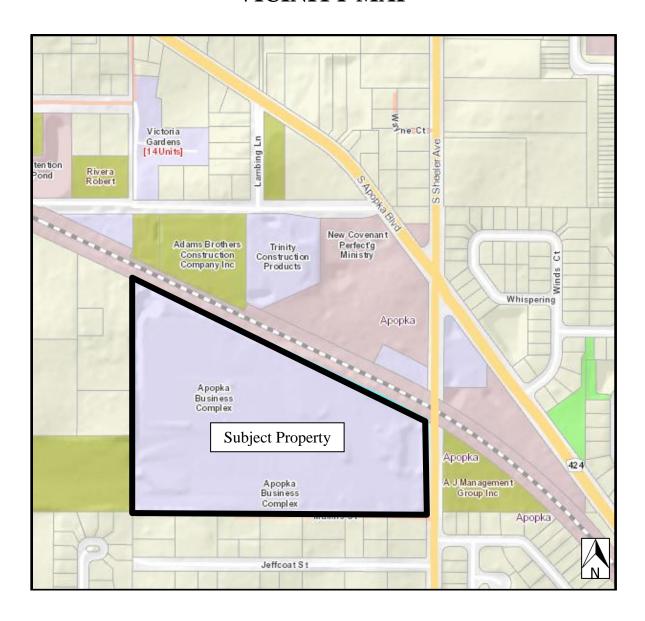
Application: Apopka Business Complex Addition - Final Development Plan

Owner/Applicant: Little Brownie Properties, Inc. c/o David Boers Engineer: CivilCorp Engineering, Inc. c/o Stephen Allen, P.E.

Location: 1350 SheelerAvenue Parcel I.D. #: 15-21-28-3960-00-010

Tract Size: 21.15 +/- acres; Area of construction/development: 1.79 +/- acres

VICINITY MAP



AERIAL MAP



APOPKA BUSINESS COMPLEX ADDITION FINAL DEVELOPMENT PLAN PROJECT #SPR 17-43C PARCEL ID # 15-21-28-3960-00-010

PLAN SET INDEX

C-1 COVER SHEET
C-2 SURVEY (BY OTHERS)
C-2A OVERALL SITE PLAN
C-3 DEMO & EROSION CONTROL PLAN
C-4 SITE PLAN
C-5 GRADING & DRAINAGE PLAN
C-6 UTILITY PLAN
C-7 LIFE STATION
C-8 DETAILS
C-9 DETAILS
C-10 DETAILS
C-11 TRUCK TURN PLAN
L-1 LANDSCAPE PLAN
L-2 IRRIGATION PLAN
L-1 LIGHTING PLAN

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4, JEFFCOAT HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

PROJECT CONSULTANTS

CIVIL ENGINEERS CIVILCORP ENGINEERING, INC. 630 N. WYMORE AVE. STE 310 MAITLAND, FL 32751 PHONE: (407) 516-0437

SURVEYORS V&S SURVEYING, INC. 2412 ORSOTA CIRCLE OCOEE, FL 34761 PHONE: (407) 342-1510 ARCHITECT SHERRY BUILDING SYSTEMS INC. 15133 VINOLA PLACE MONTVERDE, FL 34756 PHONE: 407-469-7057

LOCATION MAP



1350 SHEELER AVE. APOPKA, FL

PREPARED FOR:

WILLIAM EDWARD CONSTRUCTION LLC

CONTACT: DAVE BOERS 9304 MORTON JONES RD. GOTHA, FL 34734 PHONE: (321) 202-7438

PREPARED BY:



CIVILCORP ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION #29390 630 N. WYMORE RD. STE 310 MAITLAND, FL 32751 PHONE: (407) 516-0437

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SITE	DATA TABLE 2
PARCEL ID NUMBER	15-21-28-3960-00-010
FUTURE LAND USE	INDUSTRIAL
ZONING	J-1
ADJACENT LAND USE	INDUSTRIAL
ADJACENT ZONING	N:RAILROAD S:R-1 E:CN W:IND-2/IND-3/R-3/R-1
ACREAGE/SQ. FT.	21.15/921,500
OVERLAY DISTRICT	CRA: NO CBD: NO
BUILDING HEIGHT	PROPOSED: 29.667' MAX: 35'
FLOOR AREA RATIO	PROPOSED: 0.36 MAX: 0.6
BUILDING SETBACKS	PROPOSED & REQUIRED N:10' S:10' E:25' W:10
PARKING SPACES	PROVIDED: 16 REQUIRED: 12
NUMBER OF EMPLOYEES	
WAIVER REQUESTED	
VARIANCE REQUESTED	YES

NOTES

PROPERTY OWNER:
LITTLE BROWNIE PROPERTIES INC.
1350 SHEELER AVE.
APOPKA, FL 32703

PROPOSED USE: FLEX SPACE FOR LEASE SUCH AS PRIVATE OFFICES WITH PRODUCT STORAGE

TABLE 1 VA	RIANCE OR WAIVER REQUEST
CODE /	SECTION 2.02.15 G
CODE REQUIREMENT	SO' SETBACK/LANDSCAPE BUFFER BETWEEN INCUSTRIAL BULDING AND RESIDENTIAL ZONED LANDS: IF WITHIN SO' BULDING MUST HAVE A 6' INCH MASONRY WALL
REQUEST	VARIANCE VARIA-DZ LITTLE BROWNE PROFERIES — ALLOWING A 26-POOT REJUCTION FROM THE PEQUARD 50-POOT MOE LANGSCAPE FOUTER ALONG THE SCUTTERIN FROCENTY USE ALONG THE APPROXIMATELY 1,281,2 FEET OF THE SOUTHERN PARCEL LINE, MEASURED WESTRARS FROM THE SHELLER AVENUE OF THE SOUTHERN PARCEL LINE, MEASURED WESTRARS FROM THE SHELLER AVENUE OF THE SHELLER AVENU
JUSTIFICATION	TRUCK MANEUVERABILITY AND PROPOSED BUILDING

AREA CALCS

LOT COVERAGE CALCULATIONS (E IMPERVIOUS	800,068 SF	88,64%
PERVIOUS	102,563 SF	11.36%
TOTAL SITE AREA	920,631 SF	100.00%
LOT COVERAGE CALCULATIONS (F	PROPOSED)	
IMPERVIOUS	794,757 SF	88.05%
PERVIOUS	107,874 SF	11.95%
TOTAL SITE AREA	920,631 SF	100,00%

			150	4 09/26/18		REMISED PER CITY COMMENTS	STA	24
			Re	3 07/24/18		SENSON PER CITY COMMENTS	STA	
111	WILLIAM EDWARD CONSTRUCTION LLC	ONSTRUCTION LLC	visio	2 02/27/18		REMISED PER CITY COMMENTS	STA	1
LIN'S			ons	1 12/28/17		REMISED PER CITY COLLACINIS	N SI	5
1111			1.0	• Date		Description	By	
1111	Civil Com Civil	CivilCorp Engineering, Inc.	Proje	set No.	Project No. 127-002	Drawn By	ŒF	
9994 No	Engineering, Inc. Maitlan	Maitland, FL 32751 Phone 407-516-0437 Certificate of Authorization No. 29390	Scale		NTS	Date	08/01/2017	_



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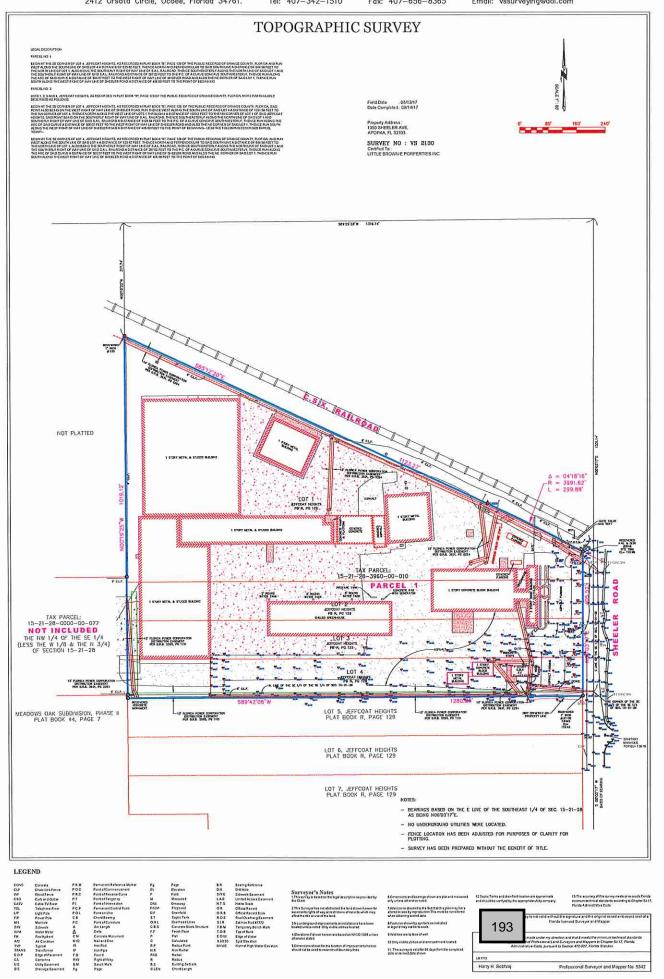
APOPKA BUSINESS COMPLEX 1350 SHEELER AVE. APOPKA

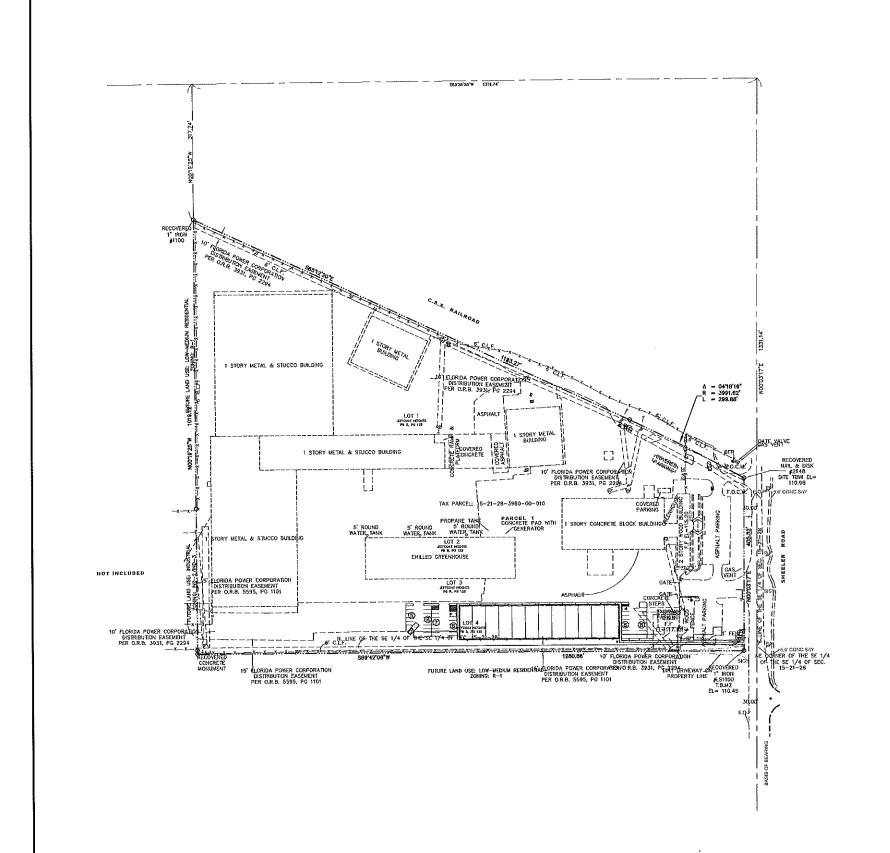
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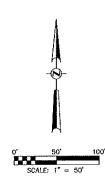
SHEET NO.

SHEET N **C-1** V & S SURVEYING, INC.

2412 Orsota Circle, Ocoee, Florida 34761.







SITE LEGEND

SITE BOUNDARY LINE CENTER LINE OF ROAD EASEMENT LINE EXISTING EDGE OF PAVEMENT PROPOSED 6", 3000 PSI CONCRETE PROPOSED 7", 4000 PSI CONCRETE s/W SIDEWALK Œ LINEAR FEET SF SQUARE FEET HANDICAP PARKING HC HANDICAP TY₽ TYPICAL 5' RADIUS • # PARKING SPACES

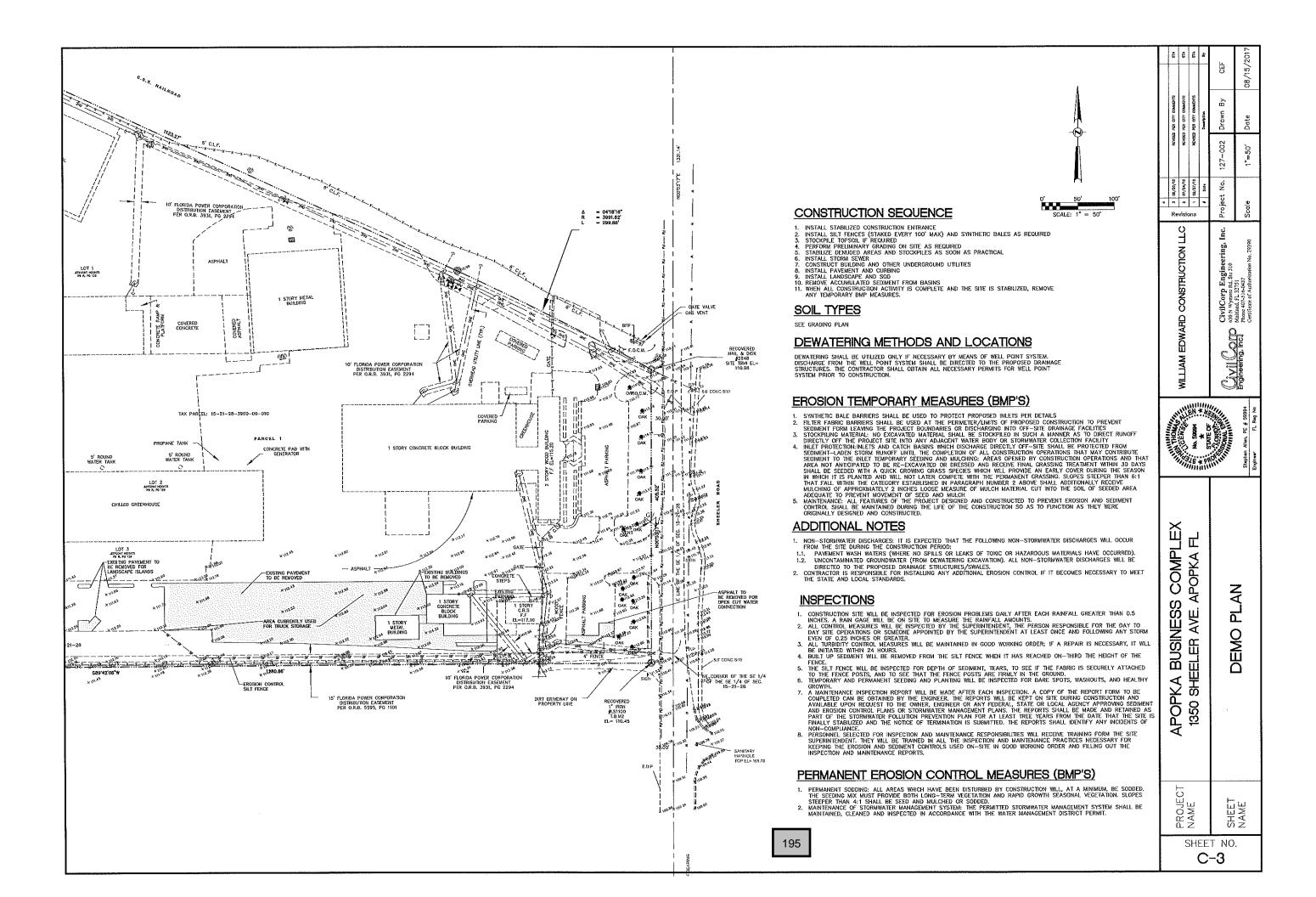
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	ST. CENS. TIL	WILLIAM EDWARD CONSTRUCTION LLC	visio	2 09/26/18	REVISIO	PENSED PER CITY COMMENTS	STA
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	****			# Date		Description	8,
	DINO ONLIN	6	ō,	ect No.	127002	Drawn By	CEF
	Stuphen Allen, PE # 59994 Engineer FL Reg No	Engineering, inc.] Mailiant, F. 23751 Phote 401-516-0437 Certificate of Authorization No. 29390	Scale	<u>8</u>	1"=100' Date	Date	08/15/2017

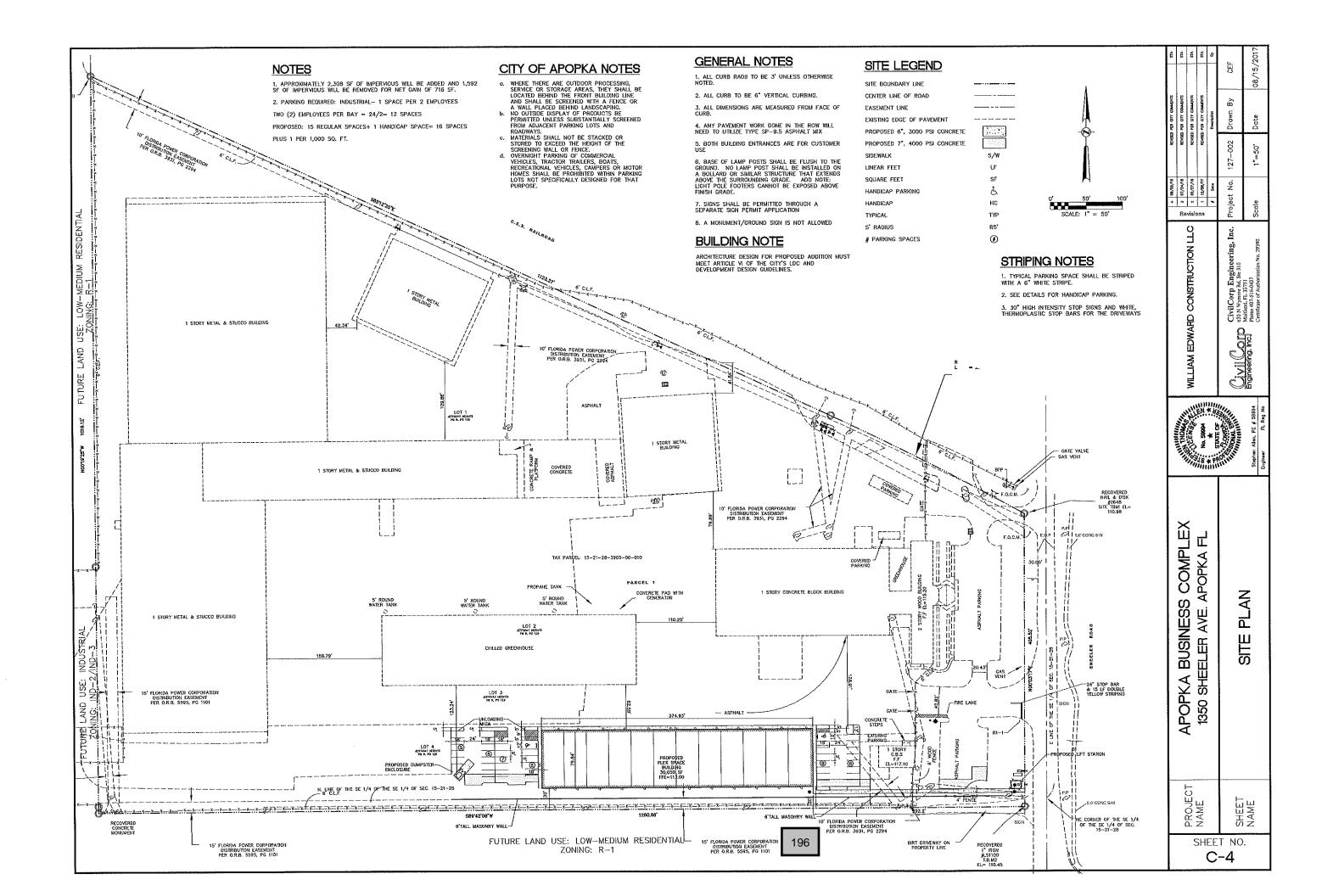


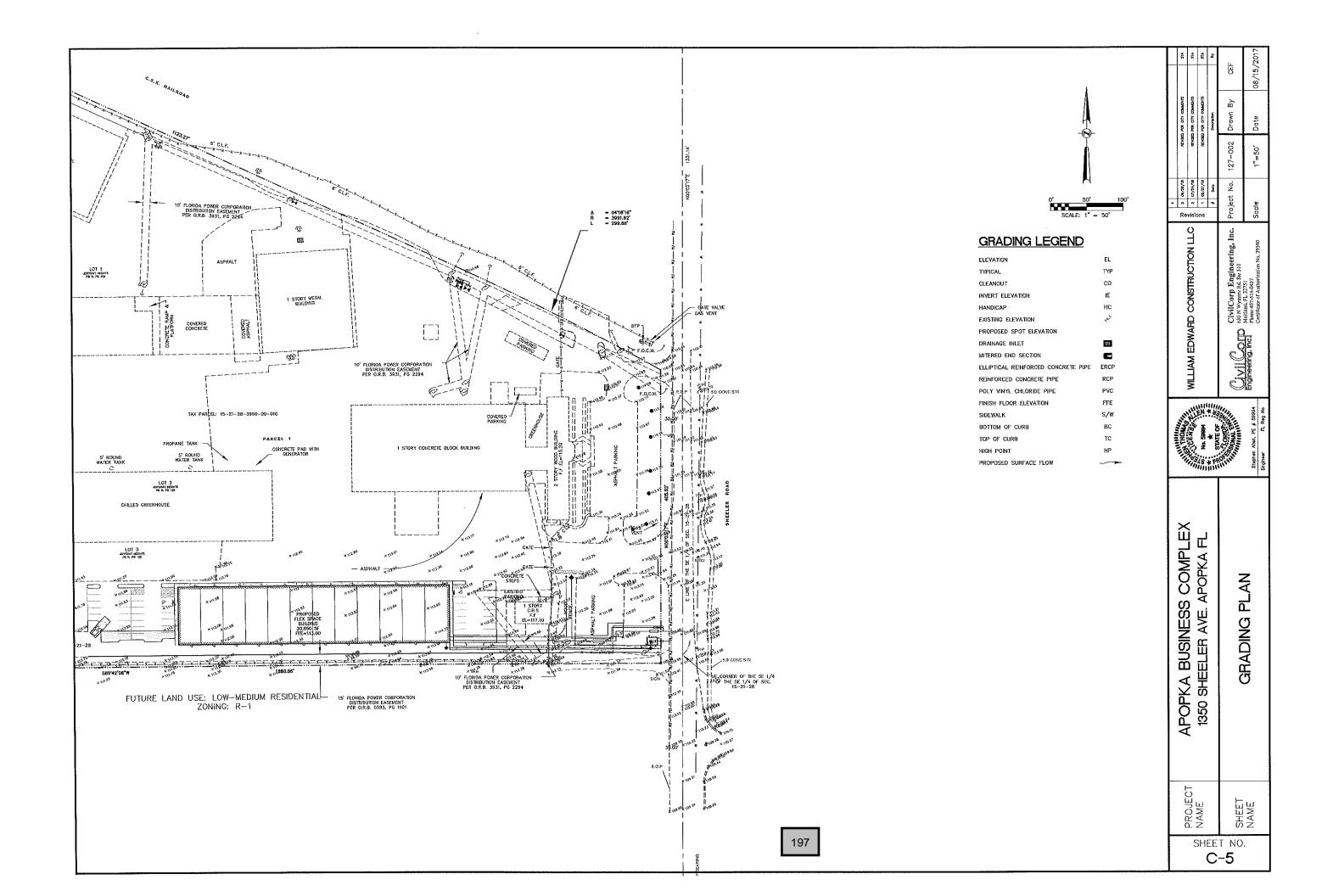
APOPKA BUSINESS COMPLEX 1350 SHEELER AVE. APOPKA FL OVERVIEW PLAN PROJECT NAME SHEET NAME

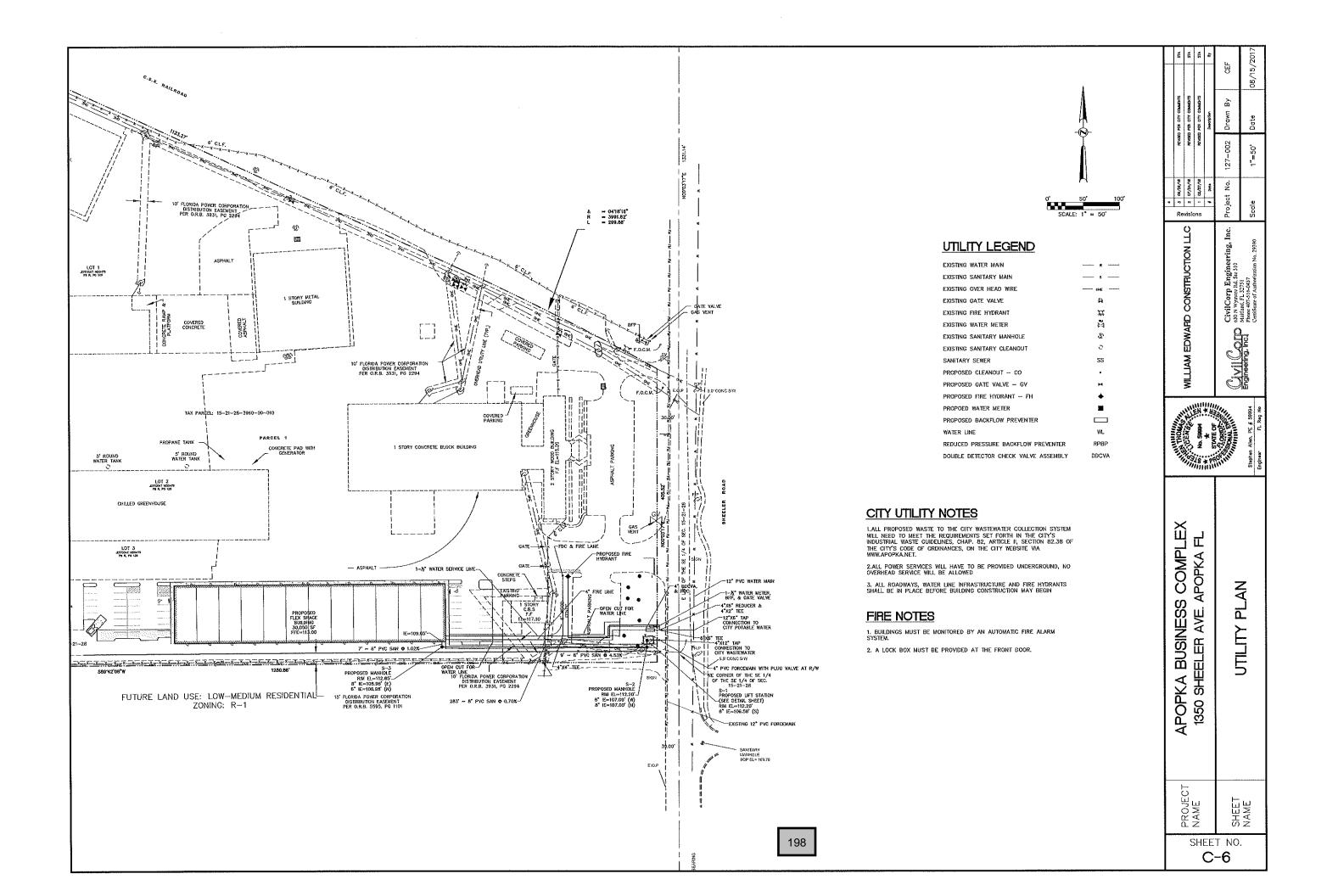
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CENERAL CONSTRUCTION NOTES

- ALL ELEVATION REFER TO VERTICAL DATUM AS INDICTED ON THE SURVEY PROVIDED HEREIN.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING LITHLINES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING LITHLINES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION, AND NOTIFY ENGINEER OF DISCREPANCES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SURSING" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUBSINE" PROCRAW.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THIS CONTRACTOR.
- ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO PAYEMENT AND STRUCTURE CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECONE FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VANIOUS GOVERNMENTAL AGAINES. THE CONTRACTOR SHALL OBTAIN ALL RECESSARY PERMITS FROM TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY REQUIREMENTS AND CODES.
- . ALL SPECIFICATIONS AND DOCUMENTS REFERENCED BY THE PLANS AND PERMITS SHALL BE OF LATEST REVISIONS AND/OR LATEST EDITION.
- B. ALL WORK BY CONTRACTOR/SUBCONTRACTOR SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS COVERNMENTAL ACENCIES HAVING JURISDICTION OVER THE WORK.
- THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PROPOSED PRECAST AND MANUFACTURES STRUCTURES. FAILURE TO OBTAIN APPROVAL BEFORE
- 10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES, AND PROVIDE THEM WITH ALL RECURRED SHOP DRAWNIGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED, AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION, ANY WORK PETFORMED PRIOR TO NOTIFYING THE ENDINEER, OR WITHOUT ACSINCY INSPECTIOR PRESENT, MAY BE DELECT ON HOLD THE AND WILL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- 12. BACKFILL MATERIAL SHALL BE COMPACTED AROUND PIPES IN 6° LAYERS UP TO A LEYEL OF AY LEAST ONE FOOT ABOVE THE TOP AND BELOW BOTTOM OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO TOOK MAKROWN DETISTY AS DETERMINED BY AASTRO T—ST.
- 13. SITE WORK CONCRETE SHALL MAYE A COMPRESSIVE STRENGTH OF AT LEAST 4,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
- 14. CONCRETE REMFORCING SHALL CONFORM TO ASTM A615 GRADE OR BETTER, UNLESS OTHER WISE MONCATED ON STRUCTURE PLANS.
- 15. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. ADDITIONAL COSTS SHALL BE COORDINATED BETWEEN CONTRACTOR AND VENDOR.
- 16. ALL DISTURBED AREAS WHICH ARE NOT TO BE SCODED, ARE TO BE SEEDED AND MULCHED TO FDOT STANDARDS, AND MAINTAINED UNTIL, ACCEPTABLE TO THE REGULATORY AGENCY AND CONCERN OF RECORD, HAVE BEEN DOTABLED, ANY WASHOUTS, REPRAINER, RESEDBIRG, AND GRASSING WORK, AND OTHER REOSIGN WORK RECOURD, MILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE STSTEM IS ACCEPTED, BY THE OWNER, RECOLLATORY AGENCY AND ENGREED OF RECORD.
- 7. CHAPTER77-153 OF THE FLORIDA STATUES REQUIRES THAT AN EXCAVATOR NOTIFY ALL CAS UTILITIES A MINIMUM OF TWO (2) MORKING DAYS PRIOR TO EXCAVATIRE, THESE PLANS SHOW ONLY THE APPROXIMATE LOCATION OF GASI MAINS. AN EVA-STIE INSPECTION BY THE RESPECTIVE CAS PERSONABLE, OF THE RESPECTIVE GAS COMPANY SHALL BE CALLED FOR BY THE CONTRACTOR TWO (2) WORKING DAYS BEFORE ENTERING A CONSTRUCTOR AREA.
- 18. THE CONTRACTOR SHALL UTILIZE THE "DESIGN SURVEYOR" TO LOCATE AND FLAG ALL PROPERTY COPPRIOR TO CONSTRUCTION AND CERTIFICATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO HAVE PROPERTY CONTRACTOR HAVE BEEN LOST DURING.
- 19. THE SOLIS ENGINEER IS TO SUPPLY THE ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS, AND ASPHALT RESULTS. THE SOLIS ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN WITHING, DIAT ALL TESTING REQUIREMENTS, REQUIRED BY THE DINNER, LOCAL REGULATORY AGENCY, AND THE FLORIDAD DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE MIPROVEMENTS, AS REQUIRED BY THE SORIS REPORT, ENGINEERING CONSTRUCTION DRAWNISS AND PERMISS, HAVE BEEN SATISFIED.
- 20. THE CONTRACTOR IS RESPONSBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER, TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING REQUIREMENTS AS SHOWN ON THE ENGINEERING CONSTRUCTION OPACHMOSE AND IN THE SOILS REPORT, UPON COMPLETION OF THE WORK, THE SOILS ENORMER IS TO SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER, STATION THAT ALL REQUIREMENTS HAVE BEEN MET.
- 21. THE CONTRACTOR IS TO REVIEW THE DESIGN SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND PRIOR TO COMMERCING CONSTRUCTION.
- 22. THE 100% IRRIGATION SYSTEM SHALL BE DIFFERENTIATED FROM POTABLE WATER PIPING.
- 23. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE, AT ALL TIMES.
- 24. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR INSTRUCTION OF THE CONTRACTOR REGARDING CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.
- 25. ALL SOODING, SEEDING AND MURCHING SHALL INCLUDE WATER AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY OTHERS.

WORK IN FOOT RIGHTS-OF-WAY

- ALL STRIPING SHALL BE THERMOPLASTIC AND SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATIONS AND SUPPLEMENTS.
- REFLECTIVE PAVEMENT MARKERS SHALL MEET THE RECVIREMENTS OF FDOT SPECIFICATIONS AND SUPPLEMENTS
- 3. ALL SIGNS WITHIN FOOT RIGH-OF-WAY SHALL MEET THE REQUIREMENTS OF FOOT SPECIFICATION AND SUPPLEMENTS.
- 4. REFLECTIVE PAYEMENT MARKERS SHALL BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 17352.
- 5. STRIPING WITHIN FOOT RIGHT-OF-WAY SHALL BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 17746.
- SIGNS WITHIN FDOT RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 11880 AND SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17302.
- SIGNING AND STRIPING WITHIN FOOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCO).
- 8. ALL WORK PERFORMED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY SHALL CONFORM TO:
- FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE SPECIFICATION 2018 MANUAL.
- B. FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN 2015 MANUAL (A.K.A STANDARD RIDEX), COMPILIANCE WITH ALL APPLICABLE SKDICES IS REQUIRED.

CLEARING AND EROSION CONTROL NOTES

- PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REQULATORY ACROSTY THEE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN COOL CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE
- 2. THE CONTRACTOR IS TO PREPARE THE STIE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE, WITH THE SOLIS TESTING REPORT, LORGE REPORT AREA AVAILABLE TRINCUORS THE OWNER OR THE SOLIS TESTING COMPANY, OUESTIONS RECARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOLIS TERROR TABLE TO BE DIRECTED TO THE SOLIS TESTING COMPANY.
- THE CONTRACTOR SHALL CLEAR AND GRUB, ONLY THOSE PORTIONS OF THE SITE, NECESSARY FOR CONSTRUCTION, DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LAHDSCAPE WATERIAL AMEDIATELY FOLLOWING CONSTRUCTION.
- THE TOP 4" TO 6" OF GRAND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERMISE DIRECTED BY THE OWNER.
- ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS, ONLY "GRADING BY HAND" IS PERIOTTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO READIN.
- 6. THE CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
- 8. THE LOCATION OF ALL DUSTING UTILITIES SHOWN ON THE PLANS HAVE BEEN BETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO BESPONSBIRTY FOR ACCURACY, PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSBILITY TO NOTIFY THE YARGOUS UTILITIES AND TO MAKE THE HECESSARY ARRANGEMENTS FOR ANY RECOGNOSION OF THE THESE UTILITIES WHICH THE OWNER OF THE UTILITY, THE CONTRACTOR SHALL DEFENSE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RECORDED TO THE CONTRACT SHALL DO THE OWNER OF THE PROPOSED CONTRACT SHALL BE RECOGNIZED.
- 9. THE CONTRACTOR WILL BE RESPONSBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE CROWND STRUCTURES THAT WILL NOT BE INCOMPORATED WITH THE NEW FACILITIES, SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS. THE CONTRACTOR SHALL BE RESPONSBLE FOR CALLING THE OWNER AND REQUESTING A CLAREFICATION OF THE PLANS PRIOR TO DEMOLITION.
- 10. DURNIG CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED SYMMETRIC BALES, SOD, STORIE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROCESS.
- ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
- 12. WHEN CONSTRUCTION IS COMPLETED, THE RETENTION/DETENTION AREAS WILL BE RESHAPED, CLEANED OF SILT, MUD AND DEBRIS, AND RE-SODDED IN ACCORDANCE TO THE PLANS.
- 13. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SYNTHÉTIC BALÉS OR SILTATION CURTAIN) TO PREVENT STUATION OF ADJACENT PROPERTY, STREETS, STORM SEMERS, WATERWAYS, AND EXISTIC WEILANDS. IN ADDITION, THE CONTRACTOR SHALL PLACE STRAW, NURCH, OR OTHER SUITABLE MATERIAL ON THE GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EAT THE MATERIAL ON THE GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO EXTER AND EAT THE STEEL F, IN THE OPINION OF THE ENGINEER MOYOR LOCAL AUTHORIESE, EXCESSIVE QUANTIES OF EAST ARE TRAISPORTED OFF-STE ETHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES.
- 14. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
- 15. THERE IS TO BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO EXISTING LAKE SYSTEM, WETLAND, OR RIVER, WITHOUT THE USE OF SETTUNG PORDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING LAKE SYSTEM OR RIVER, A SETTUNG PORD PLAN MUST BE SUBMITTED AND APPROVED BY THE ENGRIERY OF RECORD AND LOCAL REGULATORY ASSENCY PRIOR TO CONSTRUCTION.

PAYING, GRADING AND DRAINAGE NOTES

- ALL DELETERIOUS SUBSTANCE MATERIAL, (I.E. MUCH, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, OR AS DIRECTED BY THE OWNER'S ENGINEER, OR OWNER'S SOL ITSTIMU COMPANY, DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY TO OWNER, EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SNO ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACHIG, SHEETING, OR SHORING, AS INCESSARY, TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPLICATIONNESS ARE BEING PLACED, DEVIATERIOS SHALL BE USED AS REQUIRED.
- 3. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. THE CONTRACTOR IS TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY
- PRIOR TO CONSTRUCTION CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
- 5. THE CONTRACTOR IS TO PROVIDE A $\frac{1}{2}$ BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
- ALL PAYEMENT MARKINGS SHALL BE MADE WITH TRAFFIC PAINT IN ACCORDANCE TO FDOT STANDARD SPECIFICATIONS 971-12 OR 971-13. PARKING STALL STRIPING TO BE 4" WIDE PAINTED WHITE STRIPES, UNLESS OTHERMISE SPECIFIED BY ACRECISED.
- THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
- 8. STANDARD INDICES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS"
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS IV (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS,
- 10. PVC STORM PIPE, 12" AND SMALLER SHALL CONFORM TO AWWA C-900, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
- 11, PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES, PIPE LENGTH FOR INTERED ENG AND FLARED END SECTIONS ARE TO END OF PIPE.
- 12. ALL DRAWAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATEO FOR AND CAPABLE OF WITHSTANDING H—20 LOADINGS.
- 13. THE CONTRACTOR IS TO SOD THE RETENTION/DETIENTION POXID AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE PONO.
- 14. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REQULATORY AGENCY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1991, OR LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO.
- 15. UNDERCUTTING AND/OR OVER EXCAVATING THE RETENTION/DETENTION AREAS WILL NOT BE ALLOWED.
- 16. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES, INVESTS, AND LOCATIONS OF STREAM STREAM AND STREAM SHALL PROVIDE THE COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER FOR THE PURPOSE OF CERTIFICIAR THE STROMMATER MANAGEMENT SYSTEM.

PAYING, GRADING AND DRAINAGE TESTING AND INSPECTION REQUIREMENTS.

- The storm dramage piping and filtration system shall be subject to a visual dispection by the owner's engineer prior to the placement of backfill. The contractor is to notify the engineer 48 hours in advance to schedule an inspection.
- 2. THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS MILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE FOUND IN THE ENGINEERING CONSTRUCTION DRAWNISS UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT CERTIFICATION TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET,

WATER/SEWER CLEARANCE REQUIREMENTS

VERTICAL CLEARANCE AT CROSSINGS.

GRAVITY SEMBS OR FORCE MAINS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MIRRUM VERTICAL DISTANCE OF 18 INCHES DETWEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOMER PIPE. THE CROSSINGS SHALL BE ARRANGED SO THAT THE SEMER JOINTS AND WATER JOINTS WILL BE EXCALLY SPACED FROM HE POINT OF CROSSING WITH NO LESS THAN 10 FEET BEYENDED AND YOUNG, WHERE THE SPACED FROM HE POINT OF CROSSING WITH NO LESS THAN 10 FEET BEYENDED AND JOINTS, WHERE THE DECASED IN CONCRETE FOR 20 FEET CENTERED AT THE CROSSING OF SHALL BE CROSSING OF THE CROSSING OF SHALL BE CROSSING OF THE CROSSING OF THE CROSSING OF THE CROSSING OF THE CROSSING WITH CROSSING OF THE CROSSING

HORIZONTAL SEPARATION BETMERI PARALIEL LINES:
CRAUTY SEWERS SHALL BE RISTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED
MATER MAIN. THE DISTANCE SHALL BE MISTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED
MATER MAIN. THE DISTANCE SHALL BE MISTALED IN A SEPARATE TRENCH OR ON AN
MONISTURBED EARTH SHELF LOCATED ON ONE SDE OF THE SEWER AND AT AN ELEVATION SO THAT THE
BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, AND THE WATER AND
SEWEX JOINTS SHALL BE STAGEFRED.

FORCE MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FORM ANY EXISTING OR PROPOSED WATER

SANITARY SEMER/RECLAIMED WATER AND POTABLE WATER/RECLEAMINED WATER SEPARATIONS

WHEN THE RECLAIMED WATER LINE IS TRANSPORTING WATER FOR PUBLIC ACCESS BRIGATION:
MAXIMUM OBTAINABLE SEPARATION FOR RECLAIMED WATER LINES AND DOMESTIC WATER LINES SHALL BE MAXIMIM CHIAMBLE SEPARATION TO RECOMED MATER LINES AND DURIESTIC MATER LINES SMALL BE PRACTICED. A HIRINAH HORIZONTAL SEPARATION OF 6 FEET (CENTER TO CENTER) OR 3 FEET (OUTSIDE TO OUTSIDE) SHALL BE MANTAINED BETWEEN RECLAMED WATER LINES AND ETHER POTABLE WATER MANTS OR SEWACE COLLECTION LINES, AN 18 INCH VERTICAL SEPARATION SHALL BE MAINTAINED AT CROSSINGS.

MITH THE RECLAMEN WATER LINE IS TRANSPORTING WATER FOR NON-PUBLIC ACCESS INSIGATION. THE RECLAMEN WATER MAN SHALL BE TRANSPORT LINE AS WITHEN SERVER, A ID FOOT HORIZONTAL AND IS NICH VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE RECLAMED WATER MAIN AND AL DESTING OR PROPOSED FOR TABLE WATER MAINS, NO MINIMOM SEPARATION IS REQUIRED BETWEEN THE RECLAMED WATER MAIN AND SANTARY SEMERS, OTHER THAN THAT NECESSARY TO ENSURE STRUCTURAL INTEGRITY AND PROTECTION OF THE LINES THUSSILVES.

NOTE: WHEN IT IS IMPOSSIBLE TO OBTAIN PROPERTY HORIZONTAL AND VERTICAL SEPARATION AS STIPULATED ABOVE, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (OEP) MAY ALLOW DEMATCH ON A CASE-BY-CASE BASS IF SUPPORTED BY DATA FROM THE DESIGN ENGINEER. APPROVAL FOR THE DEVIATION MUST BE OBTAINED PRIOR TO CONSTRUCTION.

WATER SYSTEM NOTES

- 1. ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- 2. ALL WATER SYSTEM WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY ADJUSTING THE WATER LINES AS NECESSARY.
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C 150) AND ANSI A 21.31 (AWWA C 151) AND PIPE SHALL RECEIVE EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.5, A 21.6, OR A 21.5 IN AND SHALL BE MORTAR LYIED, STANDARD THICKNESS, AND BITUMINOUS SEALED IN ACCORDANCE WITH ANSI A (AWWA C 104—71).
- ALL RITINGS LARGER THAN 2° SHALL BE DUCTILE IRON CLASS 53 IN ACCORDANCE WITH AWWA C-110 WITH A PRESSURE RATING OF 350 PS. JOINTS SHALL BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-111. RITINGS SHALL BE CEMENT MORTHA LINED AND COATED IN ACCORDANCE WITH AWWA C-104.
- THE CONTACTOR IS TO INSTALL TEMPORARY BLO-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.
- 7. THRUST BLOCKING SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS.
- ALL PYC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900. PIPE SHALL BE CLASS 150 AND MEET THE REQUIREMENTS OF SDR 18 IN ACCORDANCE WITH ASTM D-2241.
- 10. ALL FITTINGS 2" AND SMALLER SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELDED SLEEVE TYPE JOINTS.
- 12. ALL FIRE HYDRANTS SHALL MEET THE REQUIREMENTS OF AYWA C502 AND SHALL BE APPROVED BY THE LOCAL UTILITY AND FIRE MARSHAL.
- 13. MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE LOCAL REQUIATORY ACENCY CODES, PLANS, AND SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF, AND SUPPLIBENTIAL SPECIFICATIONS THERETO, APPROVAL AND CONSTRUCTION OF ALL POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE LOCAL REGULATORY AGENCY.

WATER SYSTEM TESTING AND INSPECTION REQUIREMENTS

- 1. ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED WHIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINE PRESSURE TESTS TO BE IN ACCORDANCE WITH WATER DEPARTMENT SPECIFICATIONS. CONTRACTOR TO NOTHY OWNER'S ENGINEER AND WATER DEPARTMENT INSPECTORS 48 HOURS IN ADVANCE OF PERFORMING TESTS.
- CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING IN ACCORDANCE WITH ALL
 PERHIT REQUIREMENTS. BACTERIOLOGICAL SAMPLING SHALL BE BY THE LOCAL PUBLIC HEALTH CRIT AND/OR
 LOCAL UTILITY. CONTRACTOR SHALL OBTAIN CLEARANCE OF DOMESTIC WATER SYSTEM, COPIES OF ALL
 BACTERIOLOGICAL TESTS TO BE SUBMITTED TO DINNEYS ENGINEEX.

SANITARY SEWER NOTES

- 1. ALL SANITARY SEWER MAINS & LATERALS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVRYL CHLORIDE PIPE, SDR 35 OR AS OTHERWISE INDICATED ON THE CONSTRUCTION DRAWINGS.
- 3. ALL SANITARY SEWER WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS
- PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW WORK TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL YERRY LOCATION AND ELEVATION OF EMISTING CONNECTION POINT AND MOREY OWNERS PLIGHTER OF ANY CONFLICTS OR DISCREPANCIES.
- PVC PIPE AND FITTINGS SHALL CONFORM TO ASTM SPECIFICATIONS DESIGNATION O"-3034-77C. MA SDR 35 INSTALLATION OF SDR 35 PIPE SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ASTM SPECIFICATION SECTION D2231. ALL SANITIARY SEWER PIPELINES SHALL BE SOULD GREEN IN COLOR. . ALL PVC FORCE MAINS SHALL BE CLASS 200, SOR 21, COLOR GREEN, WITH A GREEN MAGNETIC TAPE A MINIMUM OF 2" WIDE, PLACED 1 FOOT BELOW THE PROPOSED GRADE. THE PRINTING ON THE MAGNETIC TAPE
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AYWA C 159) AND ANSI A21.51 (AWWA C 151), DUCTILE IRON PIPE SHALL RECEIVE INTERIOR AND EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.5, O R 2 1.51.
- B. ALL SANITARY SEWER GRAVITY MAINS OR SANITARY SEWER FORCEMAINS THAT REQUIRE DUCTILE IRON PIPE. ARE TO BE POLYUNED OR EPOXY LINED.
- 9. ALL SANITARY SEWER COVERS SHALL BE TRAFFIC RATED FOR H-20 LEADING.
- 10. THE CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL SANITARY SEWER MAINS AND SERVICES. THE CONTRACTOR SHALL PROVIDE TEN COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.
- 11. ALL SANITARY FORCEMANS AND GRAMTY MAINS SHALL BE SEPARATED A MIDMUM OF 10 FEET HORIZONTALLY AND 1.9 FEET VERTICALLY FORM ADJACENT WATER MAINS, WHEN THESE SEPARATION DISTANCES ARE NOT POSSIBLE, CONTRACTOR SHALL CONSULT ENGINEER AND AGENCY HAYING JURISONCTION FOR PIPPE MATERIAL AND/OR ENCASSMENT ALTERNATIVES.

SANITARY SEWER TESTING AND INSPECTION REQUIREMENTS

- . ALL GRAVITY SENER PIPING SHALL BE SUBJECT TO VISUAL INSPECTION BY THE OWNER'S ENGINEER. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
- 3. THE CONTRACTOR SHALL PERFORM AN INFLITRATION/EXPLITRATION TEST ON ALL GRAVITY SEVERS IN ACCORDANCE WITH THE REGULATION ACENCY HAVING JURISDICTION, SAID TESTS ARE TO BE CERTIFING BY THE ENGINEER OF RECORD AND SUBHITTED TO THE REGULATORY ACENCY FOR APPROVAL. COORDINATION AND HOLPITCATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
- . ALL FORCE MAINS SHALL BE SUBJECT TO HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE RESULATORY ACRACY HAWRS JURISICITION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE RECULATORY ACRACY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S REASONABILITY.

GENERAL SAFETY NOTES

- DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED BY THE CONTRACTOR. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELIND PUBBLE AND THE CONTROL AND SAFETY OF HIS PRESENTIEL.
- 2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON REAFFIC CONTROL, AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MANTENAICE OF UTILITY OFFERINDINS STALL BE FOLLOWED BY THE DESIGN APPLICATION, INSTALLATION, MAINTENAICE, AND REMOYAL OF THE TRAFFIC COLITION, DEVICES, WARNING DEVICES, AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND MONKMAN FROM HAZAROS WITHIN THE PROJECT LITTS.
- ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
- LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGULATIONS.
- 5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT HIPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.



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Civil Corp Engineering, Inc.

NOTE

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Revisions

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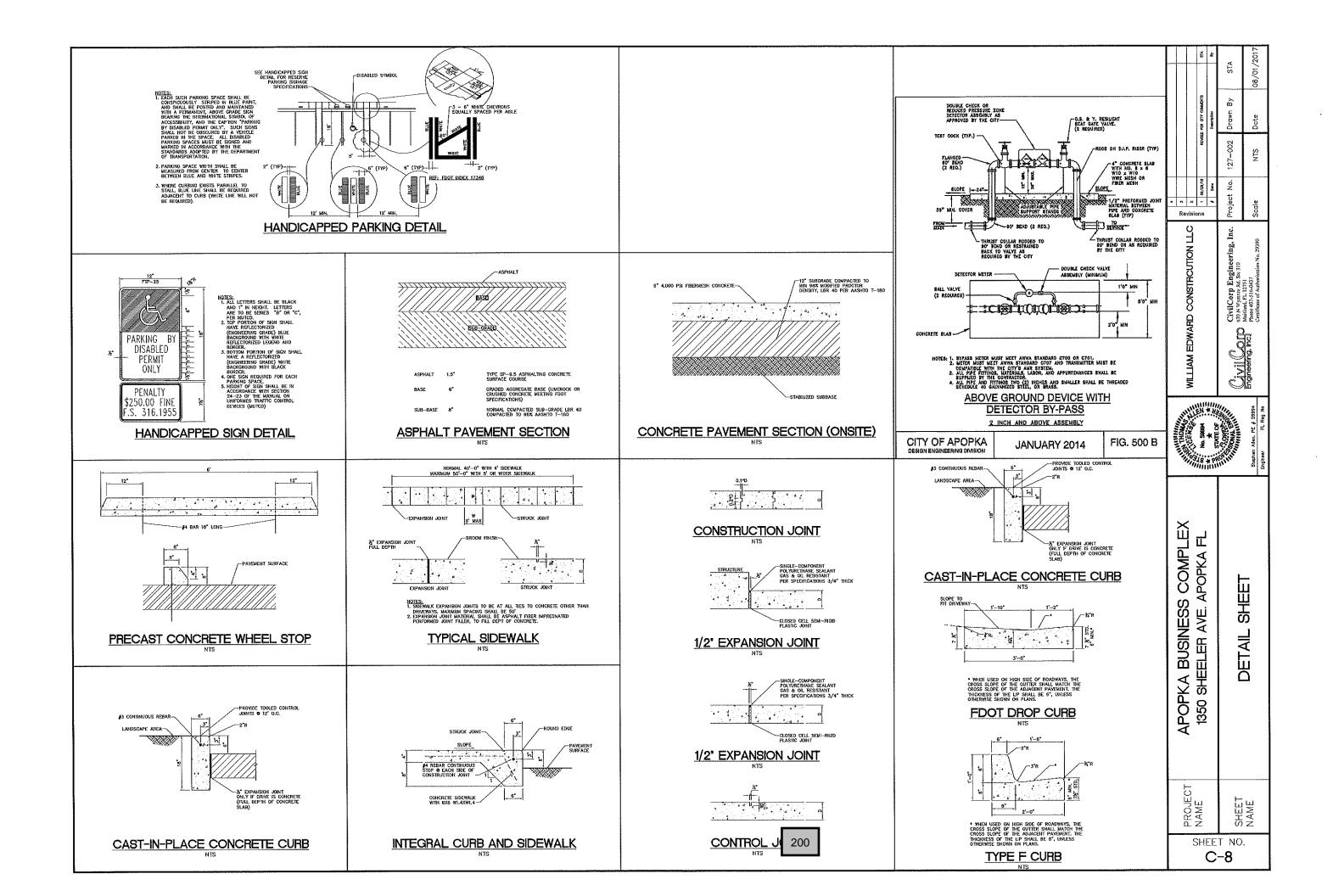
6. ALL MAINTENANCE OF TRAFFIC SHALL ADHERE TO THE REQUIREMENTS OF THE DESIGN STANDARDS 600 INDEXES.

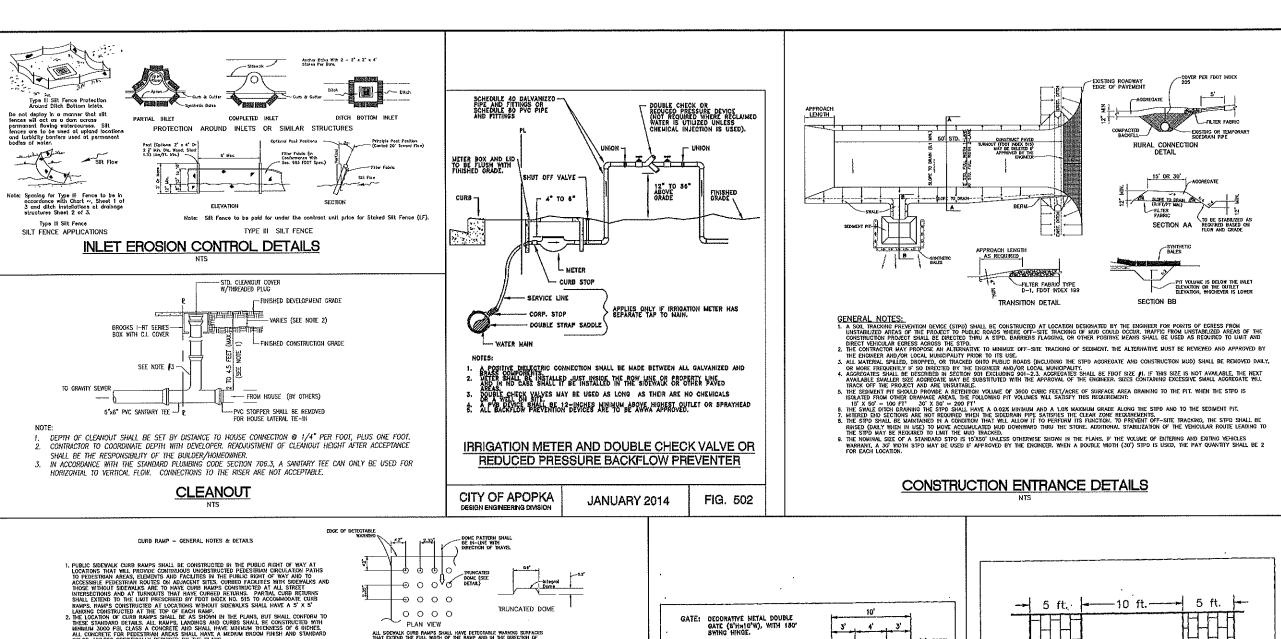
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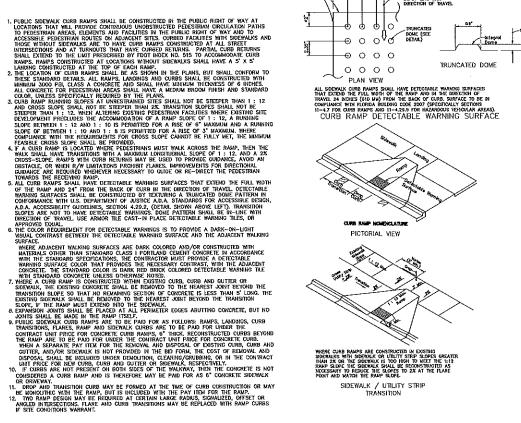
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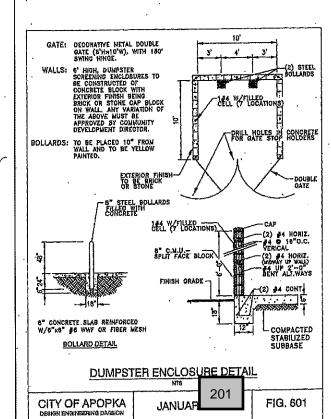
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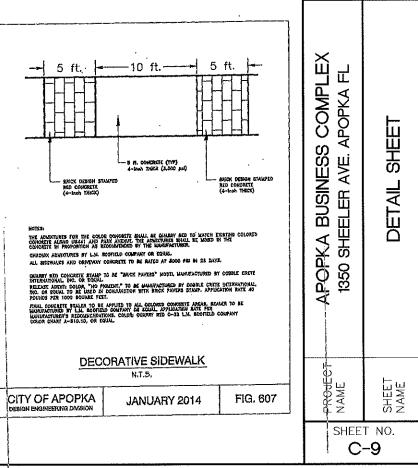






HANDICAPPED RAMP DETAILS



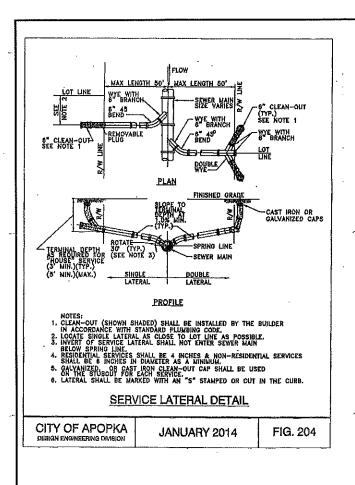


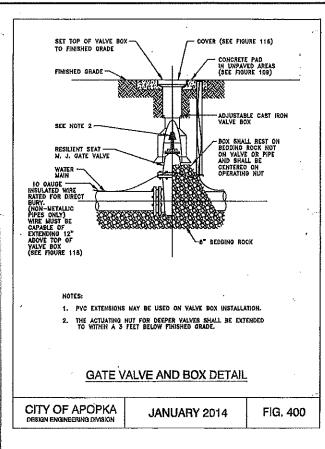
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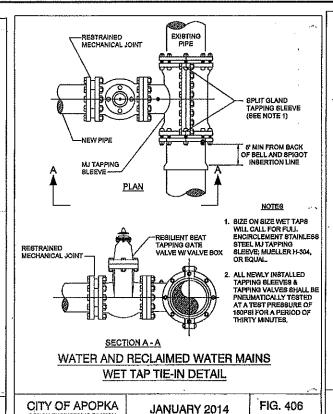
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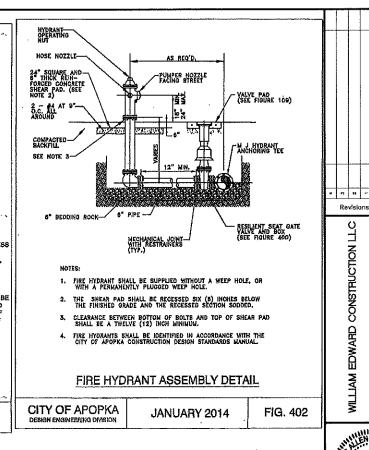
Civil Corp Engineering, Inc.

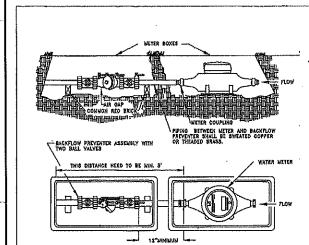
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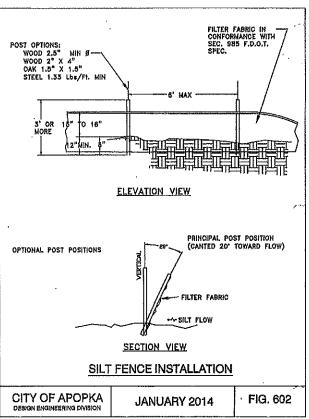


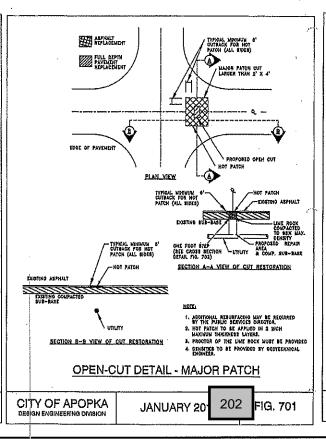
 A 3' PIECE OF STRAIGHT PIPE MUST BE CONNECTED TO NETER USING THE DESIGNATED HOLES IN THE METER BOX BEFORE ANY ANOLES ARE CONNECTED. THE SAME RULES APPLY FOR DOUBLE METER HOOK-UPS.

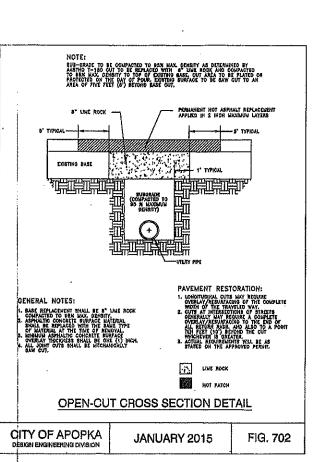
2. Backflow device and meter are to be set by the city for neters 2—inch or less in Size.

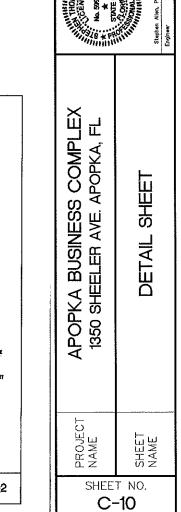
POTABLE WATER SERVICE DETAIL FOR LOTS SERVED WITH RECLAIMED WATER

CITY OF APOPKA DESIGN ERRING DIVISION JANUARY 2014 FIG. 505



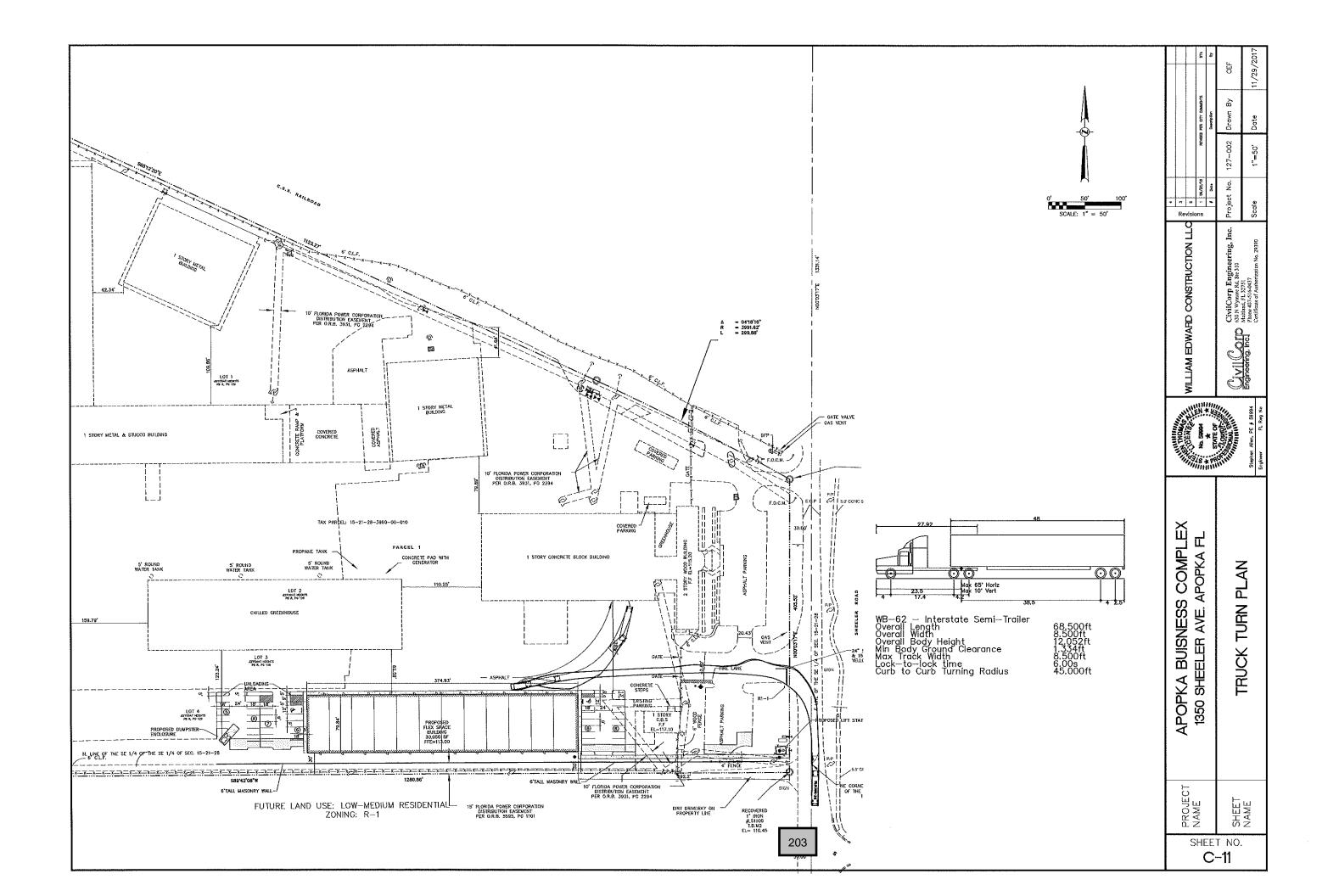






CivilCorp 1 630 N Wymore R Maitland, FL 527, Phone 407-516-09 Certificate of Aut

Civil Corp Engineering, Incl



RILEY & Company, Inc. (H-20 GP)

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS AND AUTOMATIC SUMP FLUSH VALVE

SCOPE: Supply one complete H-20 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)

PRIOR TO BID DATE, ANY PREFAB LIFT STATION SUPPLIER NOT SPECIFIED, BUT WANTING TO BE PRE-APPROVED AS AN ALTERNATE SUPPLIER MUST SUBMIT THE FOLLOWING FOR ENGINEER APPROVAL:

- Submit complete data on the alternate system showing that the equi
- or exceeds the quality and performance system snowing that the equipment in or exceeds the quality and performance of the specified system.

 2- Submit a plotted system head curve on the proposed alternate pump curve utilizing the design criteria (elevations, force main losses, pressures and
- 3- Pumps and electrical control panel must be warranted for a minimum of 3 years 4-Fiberglass welwell must be warranted for a minimum of 20 years. 5-Any fees charged by Engineer to review alternate systems shall be paid by

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which includes A Written 20 Yr. Warranty.

Certification of the wetwell H-20 load rating must be supplied with submittals.

H-20 certification must be signed and sealed by an engineer registered in the

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

The submersible pumps shall be manufactured by ITT Flygt Corporation. The pumps shall be installed in the H-20 GP FRP wetwell utilizing a dual slide rail system. Each grinder pump shall contain special cutters to reduce sewage to a fine slurry. The stationary cutter shall consist of hardened 316 "L" stainless steel and the rotary cutter shall consist of chrome alloy cast iron

Major pump components shall be grey cast iron, ASTM A-48, Class 35B. The pump motor shall be NEMA B design and housed in an air-filled waterlight chamber. The stator windings shall be insulated with moisture resistant Class H insulation by use of the trickle impregnation method. The motor shall be heat-shrink fit into the stator housing. The use of bolts, pins, or other fastening near-snrink in this title that the state of boths, pins, or other fastering devices is not acceptable. Thermal switches set to open at 125 degrees C shall be embedded in the stator end coils to monitor the temperature of each phase winding. The motor horsepower shall be adequate so that the pump is non-overloading throughout the entire pump performance curve from shut-off

The pump shall be provided with a dual mechanical seal. The lower seal shall consist of a stationary lungsten-carbide ring and a rotating ceramic ring. The upper seal shall consist of a stationary ceramic ring and a rotating carbon ring

DUPLEX CONTROL PANEL: (3 YEAR WARRANTY)

To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minulmum of 5 years history in the manufacturing of electrical control panels. The Enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep

fiberglass with 5 point latching system. The enclosure shall have external mounting feet to allow for wall mounting.

- The following components shall be mounted through the enclosure: 1- ea. Red Alarm Beacon (Light) 4" x 4" Minimum Diameter
- 1- ea, Alarm Horn (minimum 95 DCB)
- 1- ea. Generator Receptacle w/ weatherproof cover(SCM460 -UL 1686)

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel

The following components shall be mounted to back panel: 2- ea. Motor Contactors 1- ea. Volt Monitor (1 Ph) Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts

- 1- ea. Control Transformer (480 Volt Only) (Min. 500VA) 1- ea. Silence Relay Module
- 1- ea. Duplex Alternator w/ Pump Selector Switch
- 1- ea. Model RCBB\$AH Baltery Back-Up w/ Smart Charger 20- ea. Terminals For Field Connections
- 6- ea. Terminals For Motor Connections (Single Phase Only)

The inner door shall be fabricated from .080, 5052-H32 marine alloy duminum. The loner door shall have a continuous aluminum piano

The following components shall be mounted through the inner door: 1- ea. Main Circuit Breaker

- 1- ea. Emergency Circuit Breaker
 1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
 2- ea. Short Circuit Protectors w/ Auxillary Contacts
- 1- ea. Control Circuit Breaker
- 2- ea. Seal Failure Indicator Lights
- 1- ea. Hand-Off-Auto Selector Switches
- 1- ea. Power On Pilot Light
- 2- as Flance Time Motors (Non-Resetable)

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

NEUTRAL TO BE SUPPLIED FOR BOTH 230V 3PHASE OR 230V SINGLE PHASE POWER

All motor short circuit protection devices must provide for under voltage release and class 10 overload protection on all three phases. Visible trip indication, test, and reset capability must be provided without opening inner door. Open frame, across the line, contactors shall be rated per IEC

Contactors shall provide for safe touch power and control

Lightning Arrestor shall meet UL1449 3rd Edition or exceed the requirements of ANSI/IEEE Std. C62.21-1984 section 8.6.1, and bottom side of the switch disconnect ahead of the pump control panel.

A voltage monitor shall be supplied for single phase service.

A phase monitor shall be supplied for (3) phase service. A green pilot light shall be supplied for each motor. The pilot light shall illuminate each time the motor is called to run. Each pump shall have an Elapse Time Meter to record the accumulated run time. The ETM shall be 2" diameter, non-resettable, six digit, totally encapsulated unit. A Red pilot light shall be supplied for control power. The pilot light shall illuminate when the control power is available inside

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

PUMP DATA

PRIMARY PUMP CAPACITY

PUMP MANUFACTURER

PUMP DISCHARGE SIZE

1, DRAWING NOT TO SCALE

PRIMARY TOH

PUMP MODEL #

HORSEPOWER

R.P.M.

the terminal strip and shall open a contact to de-energize the appropriate motor upon a high temperature within the motor A 15 Amp GFI duplex receptacle shall be supplied and mounted on the innerdoor.

Ground lugs shall be supplied and appropriately sized for each MISCELLANEOUS: All wiring on the back panel shall be contained within the wiring duct. All wiring between the inner door and the back panel shall be contained with in a plastic spiral wrap. Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting. The control panel must, be manufactured in-house by lift station supplier and be a TUV (UL508A Certified) facility.

FASTENERS & APPURTANCES: All fasteners, lifting cables, float cable bracket, hinges, and appurtenances shall be made of AISI

A 304SS slide/latch assembly shall be provided for 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.

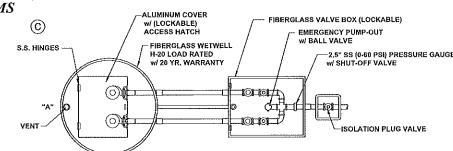
H-20 LOAD RATED WETWELL WITH LIFTING LUGS: The fiberglass welwell must be H-20 load rated with integral lifting lugs, fiberglass slope in boltom of wetwell and valve box. Certification of the H-20 load rating must be supplied at the time of submittals to Engineer. The wetwell shall be manufactured of fiberglass reinforced polyester (FRP) of depth and diameter as shown on the lift-station elevation detail. The wall thickness shall be adequate for the depth of the wetwell to maintain the H-20 LOAD RATING.

EXECUTION:

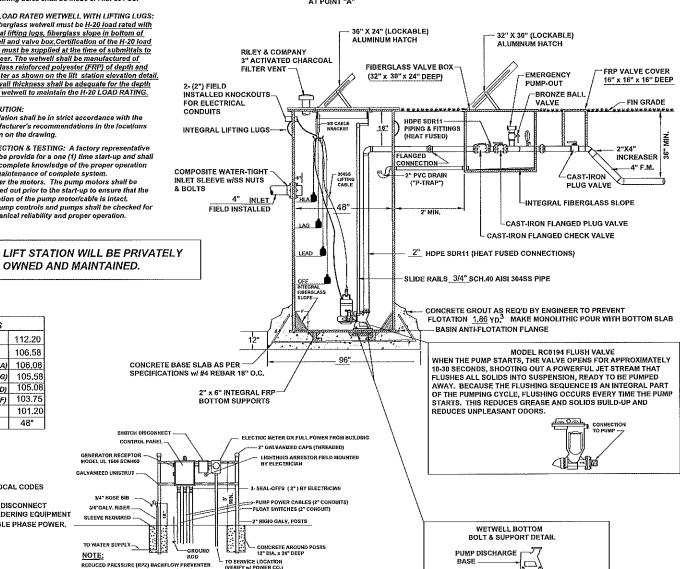
Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the drawing.

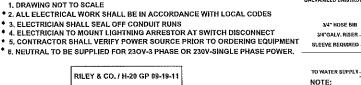
INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system. Megger the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump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

OWNED AND MAINTAINED.



NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER





106.58

103.75

ELEVATIONS

HIGH LEVEL ALARM (HLA) 106,08

(OFF)

GRP59/3 2nd PUMP ON (LAG) 105,58

WETWELL DIAMETER

3450 1st PUMP ON (LEAD)

85 GPM TOP OF WETWELL

103 'TDH | INLET INVERT

6.72 PUMPS OFF

HOMA

ELECTRICAL/VOLTS/PHASE 230V/3 BOTTOM OF WETWELL

* ELECTRICIAN NOTES:

RILEY & CO. / H-20 GP 09-19-11

2"

ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY

MIN. 1/2" DIA. x 3" SS 2" x 6" INTEGRAL -(2" x 24" x 1/4") SS ANCHOR PLATE EMBEDDED IN FIBERGLASS BOTTOM SUPPORTS

SHEET NO. LSP-1

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CONSTRUCTION

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LANDSCAPE GENERAL NOTES

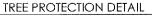
- 1. The Landscape Contractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Contractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
- 2. The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be sued as a quide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- 3. All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise
- 4. All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark
- 5. The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape
- 6. No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
- 7. The Landscape Contractor is responsible for testing project soils. The Landscape Contractor is to provide a certified soils report to the Owner and Landscape Architect. The Landscape Contractor shall verify that the soils on site are acceptable for proper growth of the proposed plant material. Should the Landscape Contractor find poor soil conditions, the Owner and Landscape Architect must be consulted prior to planting.
- 8. All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the
- 9. The Landscape Contractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
- 10. Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings, Landscape Contractor shall be responsible for any damage or injury to person or properly which may occur as a result of his negligence in the execution of work.

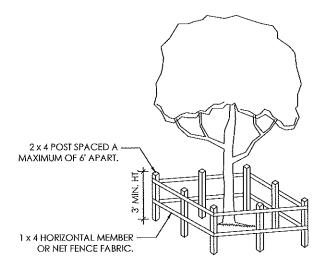
PLANT MATERIALS LEGEND

SYMBOL	KEY	QNTY.	COMMON/BOTANICAL NAME	SPECIFICATIONS/DESCRIPTION
\odot	QV	5	Live Oak Quercus virginiana	3½" DBH, 10' - 12' Ht., 100 Gal. or B&B
⊛	IV	12	Upright Yaupon Holly Ilex vo <i>mitoria</i>	3½"Total DBH, Multi Trunk, 8′- 10′ Ht., B&B
٥	IJ	10	Ligustrum Tree Ligustrum japonicum	$3\climbsymbol{1}''$ Total DBH, Multi Trunk, 8'- 10' Ht., 100 Gal. or B&B
*	SP	24	Sabal Palms Sabal palmetto	14" Height, Matching
	VO	28	Sweet Viburnum Viburnum odoratissimum	7 Gal., 36" Min. Ht., 36" O.C.
***********	ZΡ	621	Coontie Zamia pumila	1 Gal., Fuil, 30" O.C.
00000000	LM	213	Green Lirlope Lirlope muscara 'Evergreen Glant'	l Gal., Full, 24" O.C.
	SOD	TBD	Bahia Sod Paspalum notatum	Solid Sod, As Indicated On Plans & All Disturbed Areas
	MULCH	TBD	Pine Bark Mulch	3" Minimum Depth, All Planting Areas

LANDSCAPE INSTALLATION NOTES

- 1. All proposed/installed plant materials to be "Florida Friendly"
- 2. All proposed landscaping adjacent to building foundations to be installed a minimum of 2.5 ft. away from foundation.
- 3. All proposed trees to be installed a minimum of 5 feet away from proposed walls (masonry and/or retaining) and underground utilities.
- 4. All disturbed areas in the right-of-way to be repaired with sod.
- 5. All dead/decaying trees, groundcover or other landscaping materials shall be removed and/or replaced according to the City's landscaping standards





PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE, EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS), NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

TREE CALCULATIONS

TREE REQUIREMENTS: 1 TREE PER 8,000 SQ. FT. OF SITE AREA

TOTAL "LIMITS OF CONSTRUCTION" AREA: 78.165 SQ. FI TOTAL TREES REQUIRED (1 TREE/8,000 SQ. FT.): 10 TREES TOTAL TREES EXISTING & PROPOSED: *58 TREES & PALMS

* 7 LIVE OAKS EXISTING

* 5 LIVE OAKS PROPOSED

* 12 HOLLY TREES PROPOSED * 10 LIGUSTRUM TREES PROPOSED

* 24 SABAL PALMS PROPOSED

TREE DATA (BASED ON "LIMITS OF CONSTRUCTION" AREA):

TOTAL INCHES WITHIN "LIMITS OF CONSTRUCTION": 127 INCHES TOTAL SPECIMEN INCHES REMOVED: 0 INCHES TOTAL NON-SPECIMEN INCHES REMOVED: 13 INCHES TOTAL INCHES RETAINED: 114 INCHES TOTAL INCHES ADDED (NOT INCLUDING PALMS): 94.5 INCHES TOTAL INCHES POST-DEVELOPMENT: 208.5 INCHES

PROPOSED TREE PLANTINGS ON SITE:

(5) LIVE OAKS x 3.5" DBH [12] YAUPON HOLLIES x 3.5" DBH (10) LIGUSTRUM TREES x 3.5" DBH

TOTAL INCHES PROPOSED TO BE PLANTED ON SITE: 94.5"

LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

GRAPHIC SCALE

{ IN FEET } 1 inch = 40

205

REG. NO.

DATE

BOJACK LANDSCAPE ARCHITECTURE

A BUSINESS LERAVE -CITY O

10/08/18 6/28/18

SHEET NUMBER ___

IRRIGATION SYSTEM MAINTENANCE CHECKLIST

Make sure the controller (timer) is set to the correct water restrictions

Check each zone once per month to ensure there are no broken irrigation heads and that you have 100% coverage.

Adjust each zone twice per year to ensure the correct spray pattern and to ensure impervious surfaces are not being watered.

Set irrigation frequency to once per week during the months of December, January and February and twice per week the rest of the months. Make sure the day and time corresponds to the local water restrictions.

Add mulch to landscape as needed to maintain 3-inches on all beds.

_ Check rain sensor quarlerly to make sure it is functioning.

... Calibrate inigation zones once per year using flat-bottomed cans so that no more than ½-inch per application is applied in the high volume zone, no more than ½-inch per application is applied in the medium volume zone, and no more than 1/8-inch per application is applied in the low volume zone. The above mentioned settings presume two watering days per week. Note: Controller must be adjusted to keep the irrigation within the water restrictions time frame.

If your system is equipped with a filter, check and/or clean the filter

If someone other than the owner does the above checks, it is recommended they be a Licensed Irrigation Contractor and a member of the Florida Irrigation

IRRIGATION ZONE LEGEND

ZONE	DESCRIPTION	USAGE	
ī	DRIF ZONE (SHRUBS)	13.9 GPM	
2	BUBBLER ZONE (TREES)	10.5 GPM	
3	TEMPORARY MP ROTATOR (SOD)	11.0 GPM	
4	BUBBLER ZONE (TREES)	12.0 GPM	
5	BUBBLER ZONE (TREES)	13.5 GPM	
6	TEMPORARY MP ROTATOR (SOD)	12.0 GPM	
7	TEMPORARY MP ROTATOR (SOD)	12.5 GPM	
8	BUBBLER ZONE (TREES)	13.5 GPM	
9	DRIP ZONE (SHRUBS)	10.4 GPM	
10	DRIP ZONE (SHRUBS) 14.6 GPM		
11	BUBBLER ZONE (TREES)	13.5 GPM	
12	TEMPORARY MP ROTATOR (SOD)	13.0 GPM	
13	TEMPORARY MP ROTATOR (SOD)	14.0 GPM	
14	BUBBLER ZONE (TREES) 13.5 GPM		
15	DRIP ZONE (SHRUBS) 14.3 GPM		
16	TEMPORARY MP ROTATOR (SOD)	6.0 GPM	

IRRIGATION EQUIPMENT LEGEND SYMBOL SPECIFICATIONS/DESCRIPTION

P.O.C. 3/" IRRIGATION METER WITH BACKFLOW PREVENTER (TAP INTO PROPOSED POTABLE WATER LINE)

HUNTER REMOTE RAIN CHECK DEVICES

RAINBIRD OUTDOOR ESP-LX IRRIGATION CONTROLLERS UPON COMPLETION OF INSTALLATION, ADHERE A STICKER TO THE CONTROLLER WITH A ZONE LEGEND, DATE INSTALLED. INSTALLER'S NAME/COMPANY & PERMIT NUMBER.

RAINBIRD 3/" PGA SERIES ELECTRIC VALVE INSTALLED IN A 12" AMETEK VALVE BOX

RAINBIRD FLUSH VALVE FOR DRIP ZONES

IRRITROL BUBBLERS INSTALLED USING 1/2" FLEX PIPE WITH A

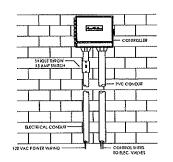
HUNTER MP1000/2000 ROTATOR (TEMPORARY IRRIGATION ZONES ONLY)

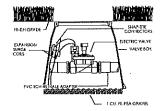
> RAINBIRD XF SERIES ON SURFACE DRIPLINE WITH 12" INLINE EMITTERS, DRIP LINES TO BE SPACED 12" APART

1 X" IRRIGATION MAINLINE, CLASS 200 PVC

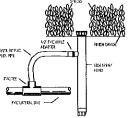
PRIGATION LATERAL LINES TO BE SIZED & INSTALLED BY THE IRRIGATION CONTRACTOR, VELOCITY IN THE LATERAL PIPES NOT TO EXCEED 5 FEET PER SECOND IN EACH ZONE.

IRRIGATION DETAILS





RAINBIRD MODEL PGA SERIES



DRIP ZONE (SHRUAS)

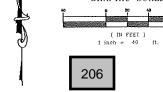
13.1 GPM



RAINBIRD XFD ON-SURFACE DRIPLINE FLUSH POINT

WITH EASY FIT COMPRESSIONS FITTINGS

. .



1. THE IRRIGATION CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN WHEN TRENCHING TO LAY PIPE TO AVOID NEW AND EXISTING TREES AND LARGE SHRUBS.

IRRIGATION GENERAL NOTES

2. ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UF-14/1 DIRECT BURIAL CABLE, ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES ONLY USING RAINBIRD SNAP-TITE CONNECTORS AND SEALANT.

3, UNLESS OTHERWISE INDICATED, PIPE TO A SINGLE SPRAY HEAD SHALL BE X" PVC CL-315 PIPING.

4. ALL MAINLINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18 INCHES, ALL LATERAL PIPING DOWNSTREAM OF THE MAINLINE SHALL BE BURIED TO HAVE A MINIMUM COVER OF 12 INCHES.

5. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE OWNER OR ARCHITECT ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLER.

A THE IRRIGATION CONTRACTOR SHALL VERIEY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.

7. ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES AND REGULATIONS.

8. ALL PIPING ON THE PLANS IS DIAGRAMMATICALLY ROUTED FOR CLARITY AND SHALL BE ROUTED TO AVOID NEW AND EXISTING PLANTS, DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY UPON APPROVAL OF THE LANDSCAPE

9. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC AND RADIUS TO ASSURE 100 PERCENT COVERAGE.

10. 115 VOLT, SINGLE PHASE FLECTRICAL POWER IS REQUIRED TO OPERATE THE IRRIGATION CONTROLLER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF THE POWER WITH THE OWNER OR OWNER'S REPRESENTATIVE. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO SEE THAT THE CONTROLLER IS WIRED IN ACCORDANCE WITH ALL ELECTRICAL CODES BY A LICENSED ELECTRICIAN, ALL MATERIALS NECESSARY TO WIRE THE CONTROLLER SHALL BE FURNISHED BY THE IRRIGATION CONTRACTOR.

11. THE IRRIGATION CONTRACTOR SHALL CHOOSE THE APPROPRIATE NOZZLES TO PROVIDE MAXIMUM COVERAGE.

12. ALL LANDSCAPE IRRIGATION SYSTEMS SHALL BE LOW-VOLUME IRRIGATION SYSTEMS. A LOW-VOLUME IRRIGATION SYSTEM IS DESIGNED TO PROVIDE NO MORE THAN THE MINIMUM AMOUNT OF WATER REQUIRED BY ANY SPECIFIC LANDSCAPE MATERIAL TO ENSURE SURVIVAL OF THAT MATERIAL SUCH A SYSTEM UTILIZES A COMBINATION OF SPRINKLER MECHANISMS AND ZONES TO ACCOMODATE THE INDIVIDUAL IRRIGATION REQUIREMENTS OF EACH TYPE OF LANDSCAPE MATERIAL, INCLUDING TREES, SHRUBS, ORNAMENTALS AND TURF AREAS.

13. ALL UNDERGROUND IRRIGATION SYSTEMS SHALL BE REGULATED BY AN AUTOMATIC TIMER OR

14. THE DESIGN OF THE IRRIGATION SYSTEM SHALL INCLUDE SPRINKLER HEADS AND DEVICES APPROPRIATE FOR THE LANDSCAPE MATERIALS TO BE IRRIGATED.

15. LOW TRAJECTORY HEADS OR LOW-VOLUME WATER DISTRIBUTING DEVICES SHALL BE USED TO IRRIGATE CONFINED AREAS IN ORDER TO PREVENT OVERSPRAY ONTO IMPERVIOUS AREAS.

LA. IRRIGATION SYSTEMS SHALL BE DESIGNED TO PLACE HIGH WATER DEMAND AREAS, SUCH AS

17. AUTOMATICALLY CONTROLLED IRRIGATION SYSTEMS SHALL BE OPERATED BY AN IRRIGATION CONTROLLER THAT IS CAPABLE OF IRRIGATING HIGH REQUIREMENT AREAS.

ADDITIONAL IRRIGATION CLARIFICATIONS:

1. VELOCITY IN THE LATERAL PIPES NOT TO EXCEED 5 FEET PER SECOND IN EACH ZONE

2. ALL IRRIGATION LINES UNDER PAVED AREAS & PROPOSED WALL TO BE SLEEVED WITH SCH. 40 SLEEVING SIZED AT LEAST (2) TIMES THE DIAMETER OF THE IRRIGATION LINE SIZE.

3. AVOID CONFLICT WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES & EXISTING TREES DURING INSTALLATION OF PROPOSED IRRIGATION SYSTEM. FIELD ADJUST LAYOUT AS

4. TREE BUBBLERS, SOD SPRAYS, ROTORS & DRIPLINE DESIGNED TO BE ON SEPARATE ZONES.

5. ALL IRRIGATION DISTRIBUTION EQUIPMENT MUST BE 24" FROM VERTICAL STRUCTURES.

IRRIGATION RISERS ARE NOT ALLOWED

IRRIGATION PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

REG. NO.

SIGNATURE

DATE

SCHWEIZER BOJACK ARCHITECTURE

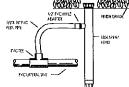
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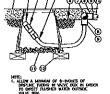
10/08/18

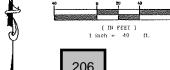
6/28/18 SHEET NUMBER

RAINBIRD WALL MOUNT IRRIGATION CONTROLLER

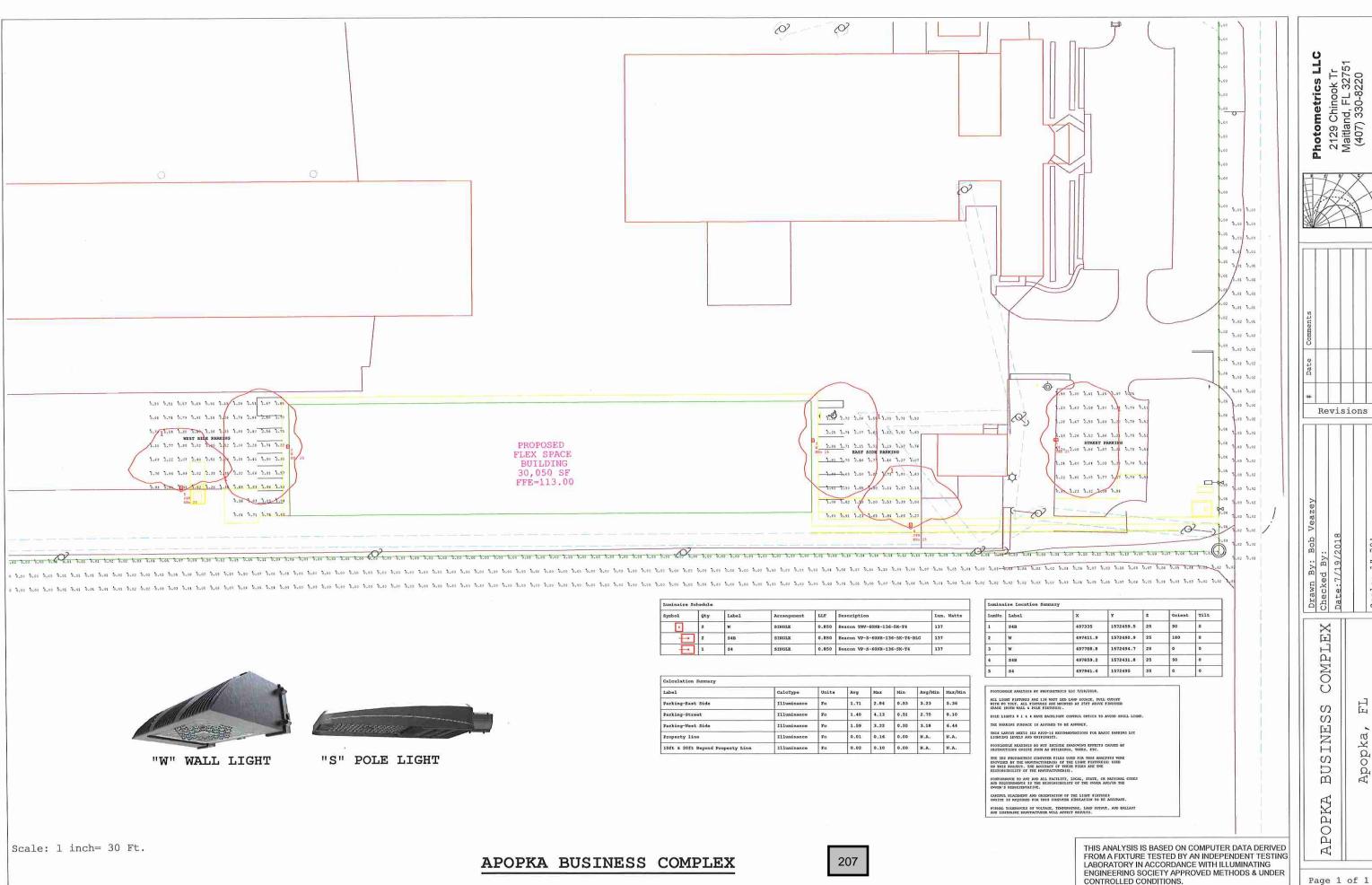


RAINBIRD MODEL 1806 - 6" POP-UP SPRAY HEAD



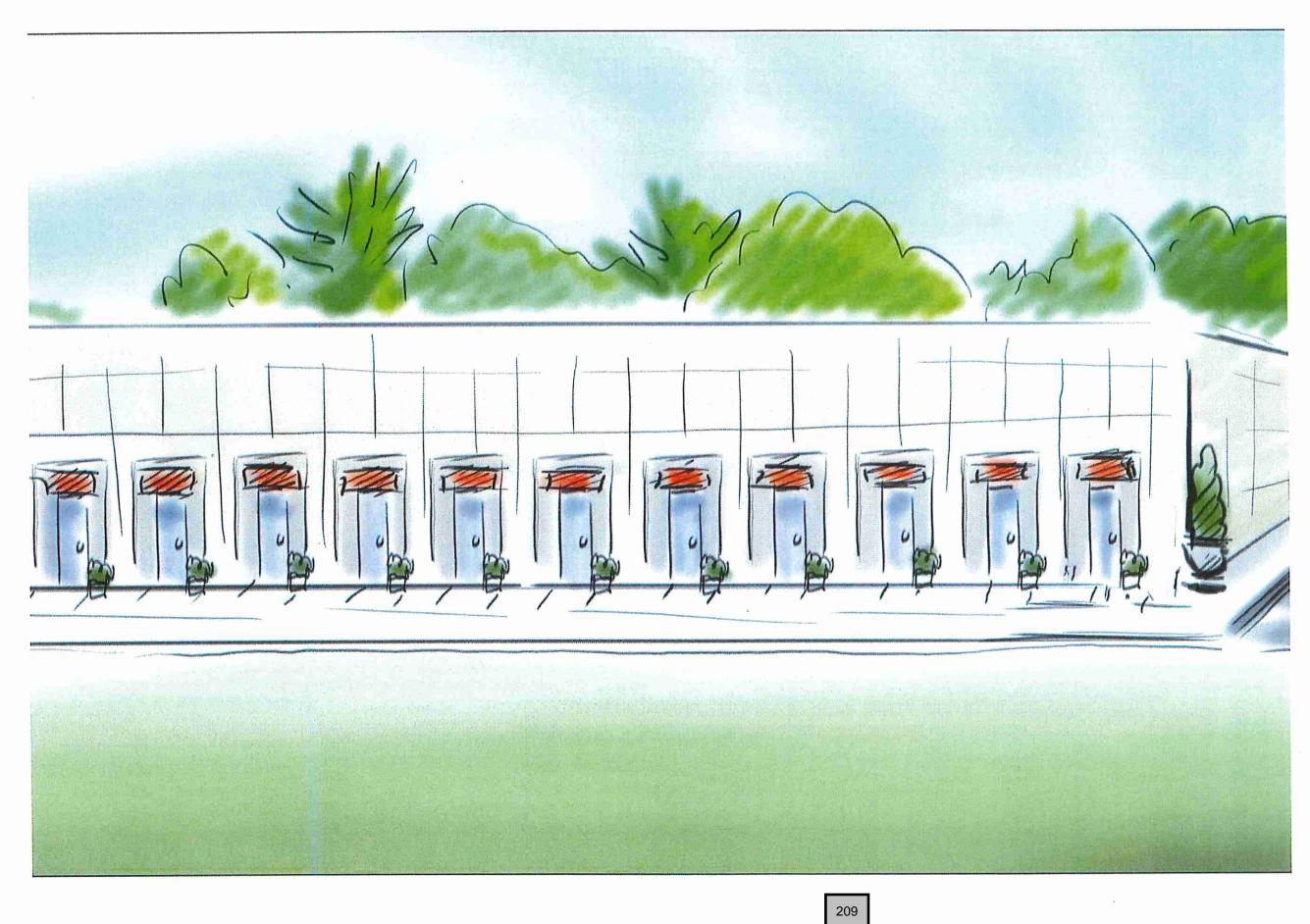


GRAPHIC SCALE



Page 1 of 1







CivilCorp Engineering, Inc. 630 N. Wymore Rd. Suite 310 Maitland, FL 32751 Certificate of Authorization No. 29390 407-755-1700

September 20, 2018

Jean Sanchez City of Apopka 120 East Main St Apopka, FL 32703

Re: SPR18-02R 1350 Sheeler Ave.

Ms. Sanchez:

Apopka Business Complex is a proposed development in Apopka, Florida. The site is located 1350 Sheeler Ave. Apopka, FL. The development would consist of 30,050 square foot Flex Space/Industrial Park building.

The City of Apopka LDC Section 6.03.02 A and 6.03.03 B (5) requires two parking space per 1,000 square feet of GFA plus 1 parking space per 2 employees plus 1 unloading space per 10,000 sf for "Wholesale, industrial, manufacture, processing or assembly", which is the best fit of our use although not completely accurate. Based on this code, the site totals 72 parking space and 3 unloading space (table A). The City has allowed a parking study to determine the parking demand generated by a more accurate categorization of the actual use.

The parking generation rates used to estimate the parking demand are based on the *Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th Edition*. The *ITE Parking Generation Manual* is the industry standard for estimating parking demand for new development. The relevant sheets from the Manual are attached.

For Industrial Park (land use 130, pg. 34), the Average Peak Period Parking is 1.27 vehicles per 1,000 sq. ft. GFA. Therefore, an Industrial building that is 30,050 sf would require 39 parking spaces (Table A). Industrial Park use is defined by ITE as follow:

"Industrial parks contain a number of industrial or related facilities. They are characterized by a mix of manufacturing, service and warehouse facilities with a wide variation in the proportion of each type of use from one location to another. Many industrial parks contain highly diversified facilities-some with a large number of small businesses and others with one or two dominant industries. General light industrial (land Use 110) and manufacturing (Land Use 140)."

The attached plan shows 41 parking spaces, the total potential employees for the building is 24 employees. The proposed 41 parking spaces and 2 loading areas would be enough for all the employees plus some. The manual does not mention loading or unloading spaces, but the requirement is recognized and met to an appropriate standard. The proposed amount of spaces is greater than the value in the parking study.

In conclusion 75 spaces would be an over design for the proposed usage.



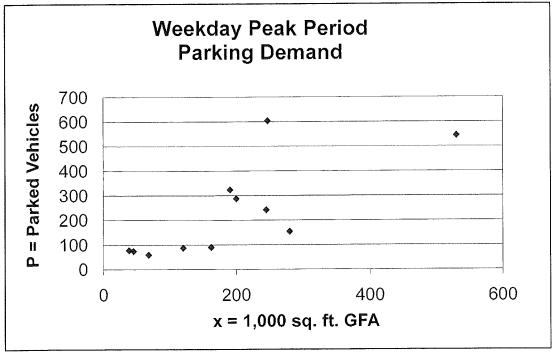
Table A: Parking Required and Proposed

Required	Land Use	Amount	Parking Spaces
2 per 1,000SF GFA	Industrial	30.5 (1,000 SF)	64
1 per 2 employees		24 employees	12
1 per 10,000 SF	Loading Area	3 (10,000 SF)	3
		Total Required	75 Spaces
Parking Study			
1.27 per 1,000SF GFA	Industrial Park	30.5 (1,000SF)	39
		Total Proposed	39 Parking Spaces
Proposed			41 Parking Spaces
			2 Loading Spaces
			43 Spaces

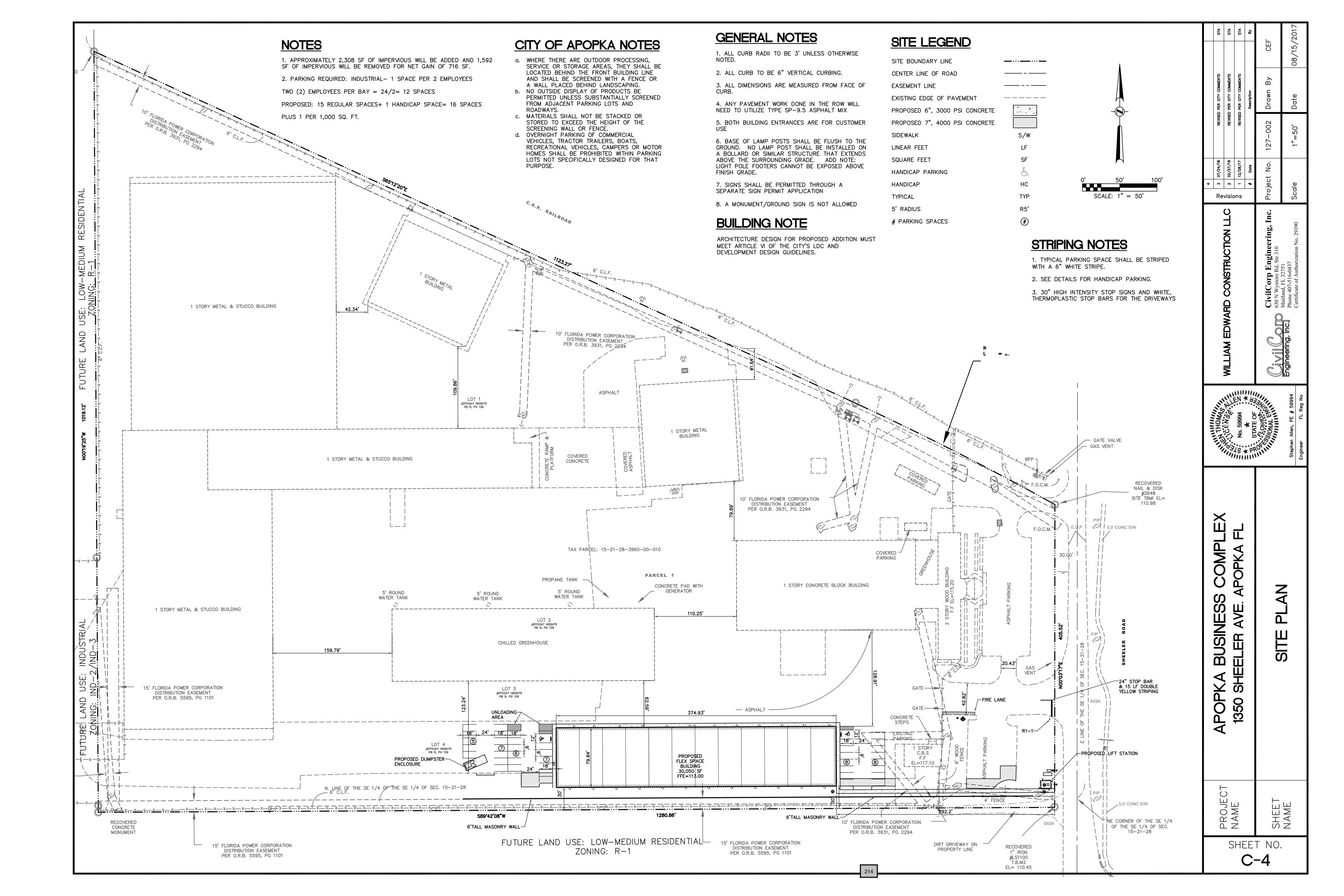
Land Use: 130 Industrial Park

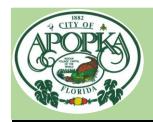
Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA On a: Weekday

Statistic	Peak Period Demand	
Peak Period	7:00 a.m12:00 p.m.; 1:00-4:00 p.m.	
Number of Study Sites	11	
Average Size of Study Sites	194,000 sq. ft. GFA	
Average Peak Period Parking Demand	1.27 vehicles per 1,000 sq. ft. GFA	
Standard Deviation	0.62	
Coefficient of Variation	49%	
Range	0.55-2.44 vehicles per 1,000 sq. ft. GFA	
85th Percentile	1.85 vehicles per 1,000 sq. ft. GFA	
33rd Percentile	0.90 vehicles per 1,000 sq. ft. GFA	



Actual Data Points





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA

X PUBLIC HEARING

SPECIAL REPORTS

X OTHER: Final Development Plan

MEETING OF: November 7, 2018

FROM: Community Development

EXHIBITS: Vicinity Map

Zoning Map

Aerial Map

Final Development Plan Architectural Renderings Traffic Impact Analysis

SUBJECT: FINAL DEVELOPMENT PLAN – SITE PLAN – MEADOW VIEW

APARTMENTS

REQUEST: APPROVE THE FINAL DEVELOPMENT PLAN FOR MEADOW

VIEW APARTMENTS

SUMMARY:

OWNER/APPLICANT: Allonde Development, LLC.

ENGINEER: CivilCorp Engineering, Inc. c/o Stephen Allen, P.E.

LOCATION: 1611 Vick Road

PARCEL ID #s: 32-20-28-0000-00-042 FUTURE LAND USE: Residential Medium

ZONING: R-3

EXISTING USE: Vacant

PROPOSED USE: Luxury Apartments

TRACT SIZE: 4.314 +/- acres

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

CITY COUNCIL – NOVEMBER 7, 2018 MEADOW VIEW APARTMENTS – FINAL DEVELOPMENT PLAN PAGE 2

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	R-L	R-3	Residential - Errol Golfside Village
East (City)	R-L, R-M	R-3	Residential - Wekiva Crest (Pond), Sanctuary Golf Estates
South (City)	R-M	R-3	Residential - Muirfield Estate at Errol Phase 2
West (City)	RML	PUD	Errol Estates Golf Course

PROJECT SUMMARY: This is a request to approve Meadow View Apartments Final Development Plan, a 43 unit luxury multi-family apartment complex. The complex will be comprised of five, two-story buildings. There are building types:

Building Type "A" 2 Buildings 18,953 square feet total area each 9 units per building Building Type "B" 3 Buildings 8,088 square feet total area each 8 units per building

This multifamily complex will have a combination of one, two and three bedroom units:

One-bedroom 4 units 771 square feet each unit Two-bedroom 30 units 977 square feet each unit Three-bedroom 9 units 1,133 square feet each unit

Meadow View Apartments will have additional amenities that distinguish it as a luxury apartment complex. These amenities, which are a condition of development approval, include wireless internet access, balconies/porches, a fitness center, a resort style swimming pool and clubhouse, walk-in showers, walk-in closets, full size washer and dryer in each unit, granite counter tops and 9 foot ceilings.

The site is significantly sloped from south to northwest, falling approximately 16 feet. Retaining walls have been designed and will be installed to support the buildings that will be located on the west side of the property.

PARKING: The Land Development Code requires 2 parking spaces per apartment unit plus 1 parking space per 4 apartment units for overflow parking, making the total number of required parking spaces 97. This total includes 5 accessible parking spaces as required by Florida Building Code – Accessibility; however, the site plan is designed with 103 parking spaces, including 7 accessible parking spaces, to ensure overflow parking is available when needed. The increase of accessible parking spaces from 5 to 7 ensures at least one accessible parking space adjacent to the primary entrance of each of the five residential buildings and clubhouse building.

<u>ACCESS</u>: Access to the site is provided through a single entrance on Vick Road, north of Welch Road. A site distance issue exists due to the curve and elevation of Vick Road north of the entrance. To ensure the safety of residents entering and exiting the site as well as northbound and southbound traffic traveling on Vick Road, a condition of approval has been placed on the project, requiring the developer and future property owner to trim back the trees and shrubs located in the City's right-of-way on the east side of Vick Road, approximately 280 feet north of the site entrance, and to keep the line of sight clear in the future.

TRANSPORTATION: A Traffic Impact Analysis (TIA) was submitted for this project that assessed the impacts on the transportation facilities within one mile of the site. The project is anticipated to generate Daily trips and 26 PM Peak Hour net new trips. The following roadway segments were analyzed for capa in the study: Welch Road from Vick Road to Rock Springs Road; Lester Road from Vick Road to Rock

CITY COUNCIL – NOVEMBER 7, 2018 MEADOW VIEW APARTMENTS – FINAL DEVELOPMENT PLAN PAGE 3

Springs Road and Vick Road to Schopke Lester Road; and Vick Road from Old Dixie Highway to Martin Street, Martin Street to Welch Road, Welch Road to Lake Francis Drive, Lake Francis Drive to Lester Road, and Lester Road to Ponkan Road. The roadway segment analysis demonstrates sufficient capacity exists on all study roadway segments to accommodate the addition of trips generated by this project.

The intersection of Vick Road and Welch Road was analyzed for existing and future conditions for the PM Peak Hour. The analysis shows that the intersection is currently operating satisfactorily and will continue to operate at a satisfactory LOS in the projected conditions.

Warrants for left and right turn lanes on Vick Road at the project entrance were conducted to determine if turn lanes are necessary to maintain the integrity of traffic flow and safety on the road. Neither turn lanes were warranted, however, for safety purposes the applicant has agreed to install a left turn lane at the site entrance.

EXTERIOR ELEVATIONS: The height of the proposed two-story buildings is 31 feet, falling below the maximum allowable height of 35'. Staff finds that the proposed building elevations meet the intent of the City's Development Design Guidelines.

STORMWATER: Stormwater will be captured and attenuated through an underground exfiltration system.

BUFFER/SCREENING/LANDSCAPING/TREE PROGRAM: The landscape buffers and site landscaping will be artfully arranged with Sabal Palms, Podocarpus Shrubs, Walter's Viburnum, Drift Rose, Gold Mound Duranta, Dwarf Yaupon Holly, and Dwarf Asiatic Jasmine. All plant materials will be "Florida Friendly".

As part of the development plan approval, 22 Live Oaks, 24 Magnolias, 19 Red Cedars, 25 Crepe Myrtles, and 19 Eagleston Holly trees will be planted on the site. Tree mitigation is required for 469 inches dbh. The proposed Tree Bank payment is \$4,960.00 (496 inches X \$10.00/inch).

Arbor Assessment

Total inches on-site: 1,922
Total inches removed 1,384
Total inches retained: 494
Total inches added: 372
Total inches post development: 866

<u>CONDITION OF APPROVAL</u>: The applicant is required to trim back the trees and shrubs located in the City's right-of-way on the east side of Vick Road and ensure the future property owner maintains a clear line of site from the project entrance. Also, the applicant is required to install a left turn lane on Vick Road at the site entrance and provide 7 accessible parking spaces.

PUBLIC HEARING SCHEDULE:

October 23, 2018 – Planning Commission, 5:30 pm November 7, 2018 – City Council, 1:30 pm

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.

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of Meadow View Apartments Final Development Plan, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on October 23, 2018, found the Meadow View Apartments Final Development Plan consistent with the Comprehensive Plan and Land Development Code, compatible with the character of the surrounding area, and unanimously recommended approval of Meadow View Apartments Final Development Plan, subject to the findings of this staff report and the following condition:

1. The developer is required to increase the number of accessible parking spaces from five, which is the minimum required by Florida Building Code – Accessibility, to seven to ensure at least one accessible parking space is adjacent to the primary entrance of each of the six buildings on the site.

City Council: Approve Meadow View Apartments Final Development Plan with the conditions approved by the Planning Commission.

CITY COUNCIL – NOVEMBER 7, 2018 MEADOW VIEW APARTMENTS – FINAL DEVELOPMENT PLAN PAGE 5

Application: Meadow View Apartments Final Development Plan

Owner/Applicant: Allonde Development, LLC.

Engineer: CivilCorp Engineering, Inc. c/o Stephen Allen, P.E.

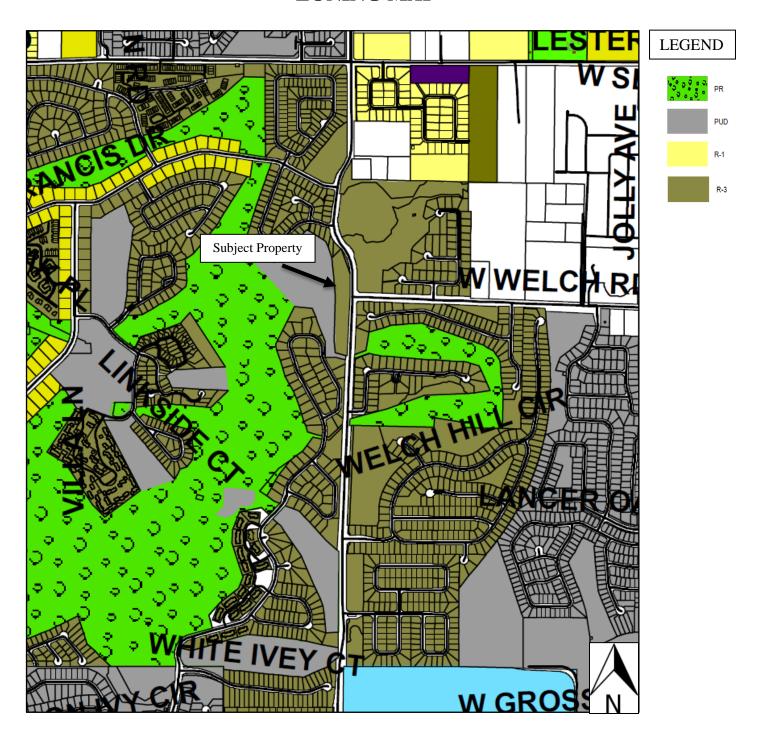
Location: 1611 Vick Road Parcel I.D. #s: 32-20-28-0000-00-042

Total Site Area: 4.314 +/- acres

VICINITY MAP



ZONING MAP



AERIAL MAP



MEADOW VIEW APARTMENTS FINAL DEVELOPMENT PLAN PROJECT # APK-17-006

PLAN SET INDEX

C-1	COVER SHEET
C-2A	SURVEY (BY OTHERS)
C-2B	SURVEY (BY OTHERS)
C-3	DEMO & EROSION CONTROL PLAN
C-4	SITE PLAN
C-5	GRADING & DRAINAGE PLAN
C-5A	GRADING CROSS SECTIONS
C-5B	GRADING CROSS SECTIONS
C-6	UTILITY PLAN
C-6A	SEWER PROFILE
C-6B	SEWER PROFILE
C-6C	SEWER PROFILE
	DETAIL SHEET
C-8	DETAIL SHEET
C-9	DETAIL SHEET
C-10	DETAIL SHEET
C-11	DETAIL SHEET DETAIL THAT IS AN
C-12	TRUCK TURN FLAN
C-11 C-12 L-1	TREE MITIGATION PLAN
-2	LANDSCAPE PLAN
L-3	IRRIGATION PLAN IRRIGATION DETAILS SITE LIGHTING PLAN RETAINING WALL COVER
L-4	IRRIGATION DETAILS
SL-1	SITE LIGHTING PLAN
RW-1.0	RETAINING WALL COVER
RW-1.1	GENERAL NOTES
RW-2.1	WALL LAYOUT PLAN
RW-3.1	WALL ELEVATION
RW-3.2	WALL ELEVATION WALL ELEVATION WALL ELEVATION
RW-3.3	WALL ELEVATION
RW-34	WALL ELEVATION
RW-3.5	WALL FLEVATION
RW-3.6	WALL ELEVATION WALL SECTIONS WALL 2 ELEVATIONS
RW-3.7	WALL SECTIONS
RW-3.8	WALL 2 ELEVATIONS
RW-3.9	WALL 2 SECT., WALL 2 AND 3 ELEV.
DATE 2 10	WALL THE EXPANTIONS
RW-3.11	WALL 3 ELEVATIONS WALL 3 SECTIONS WALL 3 SECTIONS DETAILS
RW-3.12	WALL 3 SECTIONS
RW-4.1	
A-01	ENTRY WALL DETAILS, NOTES, SCHEDULES

LEGAL DESCRIPTION

FROM SE COR OF NE1/4 OF SE1/4 RUN W 30.04 FT N 4 DEG E 782.41 FT TO POB TH RUN N 74 DEG W 142.15 FT N 3 DEG W 140.61 FT N 4 DEG E 501.31 FT N 2 DEG W 244.86 FT N 5 DEG W 194.31 FT N 16 DEG W 192.19 FT N 56 DEG W 250.51 FT S 47 DEG W 516.80 FT N 48 DEG W 417.92 FT N 24 DEG E 23 FT N 18 DEG E 285.35 FT N 21 DEG E 350.96 FT N 20 DEG E 357.92 FT TO SLY R/W OF LAKE FRANCIS DR TH RUN S 79 DEG E 64.89 FT SELY 88.19 FT S 59 DEG E 464.88 FT SELY 109.72 FT S 79 DEG E 64.89 FT SELY 39.23 FT TO WLY R/W OF VICK RD TH RUN S 9 DEG W 390.50 FT SELY 240.10 FT S 49 DEG E 104.55 FT SELY 131.56 FT S 400.42 FT S 4 DEG W 671.32 FT TO POB (LESS PERD) COTESTION FUNCTION FOR THE TOP OF T ERROL GOLFSIDE VILLAGE 10-43 &444) & (LESS BEG SE COR TR D ERROL GOLFSIDE VILLAGE PB 10/43 N 04 DEG E 182.39 FT SELY ALONG RD 62.18 FT S 49 DEG E 104.55 FT SWLY 131.56 FT S 01 DEG W 139.31 FT NWLY 296.5 FT S 46 DEG W 131.57 FT TO POB) IN SEC 32-20-28

PROJECT CONSULTANTS

CIVIL ENGINEERS
CIVILCORP ENGINEERING, INC. 630 N. WYMORE AVE. STE 310 MAITLAND, FL 32751 PHONE: (407) 516-0437

SURVEYORS
MCMAHON SURVEYING & MAPPING, LLC

ARCHITECT RABITS AND RAMANO 5127 S. ORANGE AVE. STE 110 ORLANDO, FL 32809 PHONE: (407) 490-0350

LOCATION MAP



1611 VICK RD. APOPKA, FL 32712

PREPARED FOR:

ALLONDE DEVELOPMENT, LLC

1101 N. MAITLAND AVE. MAITLAND, FL 32751 PHONE: (407) 790-9978

PREPARED BY:



CIVILCORP ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION #29390 630 N. WYMORE RD. STE 310 MAITLAND, FL 32751 PHONE: (407) 516-0437

SITI	E DATA TABLE
PARCEL ID NUMBER	32-20-28-0000-00-042
FUTURE LAND USE	RESIDENTIAL MEDIUM
ZONING	R-3
ADJACENT LAND USE	RESIDENTIAL MEDIUM, RESIDENTIAL LOW & PARKS/RECREATION
ADJACENT ZONING	N:R-3 S:R-3 E:R-3 W:PR
ACREAGE/SQ. FT.	4.314 AC / 187,918 SF
BUILDING HEIGHT	PROPOSED: 28' MAX: 35'
FLOOR AREA RATIO	PROPOSED: N/A MAX: N/A
BUILDING SETBACKS	PROPOSED & REQUIRED 20' BETWEEN BUILDINGS
PARKING SPACES	PROVIDED: 115 REQUIRED 97
PROPOSED NUMBER OF APARTMENTS	1 BEDROOM: 4, 9.3% - 2 BEDROOM: 30, 69.8% 3 BEDROOM: 9, 20.9%
WAIVER REQEST	NO
VARIANCE REQUEST	NO

NOTES

PROPERTY OWNER: ALLONDE DEVELOPMENT LLC 160 N. SPRING LAKE DR. ALTAMONTE SPRINGS, FL 32714 OPEN SPACE CALCULATIONS:

REQUIRED = 30% PROVIDED = 2.58 ACRES / 4.31 ACRES = 59.9 %

PARKING REQUIRED: APARTMENTS - 2 SPACE PER UNIT = 86 PLUS 1 SPACE PER 4 UNITS FOR OVERFLOW = 11 TOTAL = 97 PARKING PROPOSED: 98 REGULAR SPACES AND 5 HANDICAP SPACE

BEDROOM COUNT PER APARTMENT: ONE BEDROOM = 4 TWO BEDROOM = 30 THREE BEDROOM = 9 TOTAL =43

SQUARE FOOTAGE PER APARTMENT TYPE ONE BEDROOM = 771 SF TWO BEDROOM = 977 SF THREE BEDROOM = 1,133 SF

THESE LUXURY APARTMENTS WILL HAVE CERTAIN AMENITIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: ELEVATED FIRST FLOOR, WIRELESS INTERNET ACCESS, BALCONYPORCHES, FITNESS CENTER, RESORT-STYLE SWIMMING POOL, WALK-IN SHOWERS, ENERGY EFFICIENT APPLIANCES, FULL SIZE WASHER AND DRYER, WALK-IN SLOSETS, BIKE RACKS, GRANITE COUNTER TOPS, 9FT. CEILINGS.

ON-SITE LANDSCAPING AND AMENITIES REQUIRE A FINAL INSPECTION, CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT LEAST 7 DAYS PRIOR TO FINAL INSPECTION AND THE SITE SUPERINTENDENT MUST BE ON SITE.

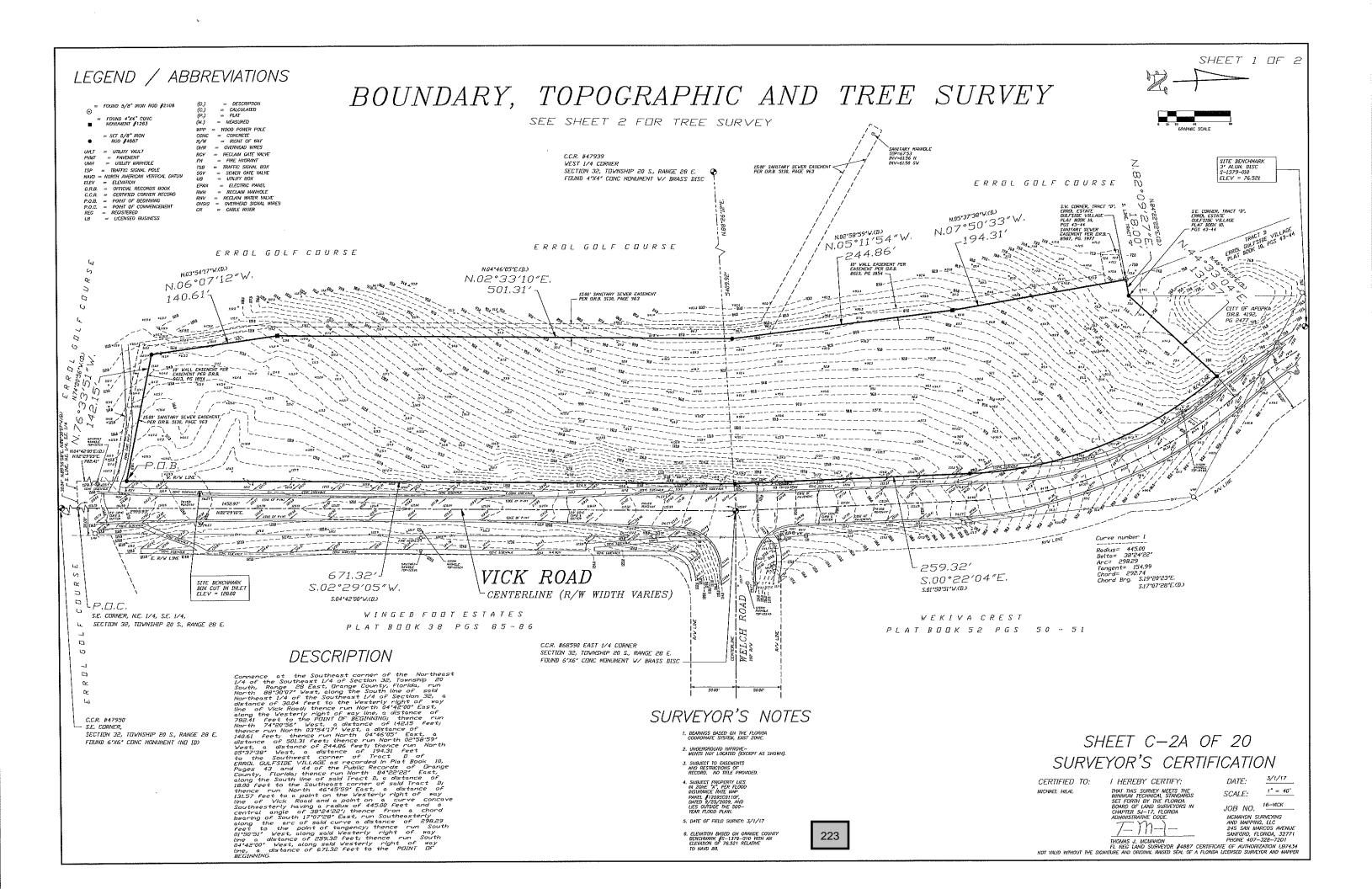
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. PE # 59994 FL Reg No	Engineering, Inc. Mailtand, F1.23751 Phone 407-516-0437 Certificate of Authorization No. 29390	Scale			NTS	Date	02/02/2017

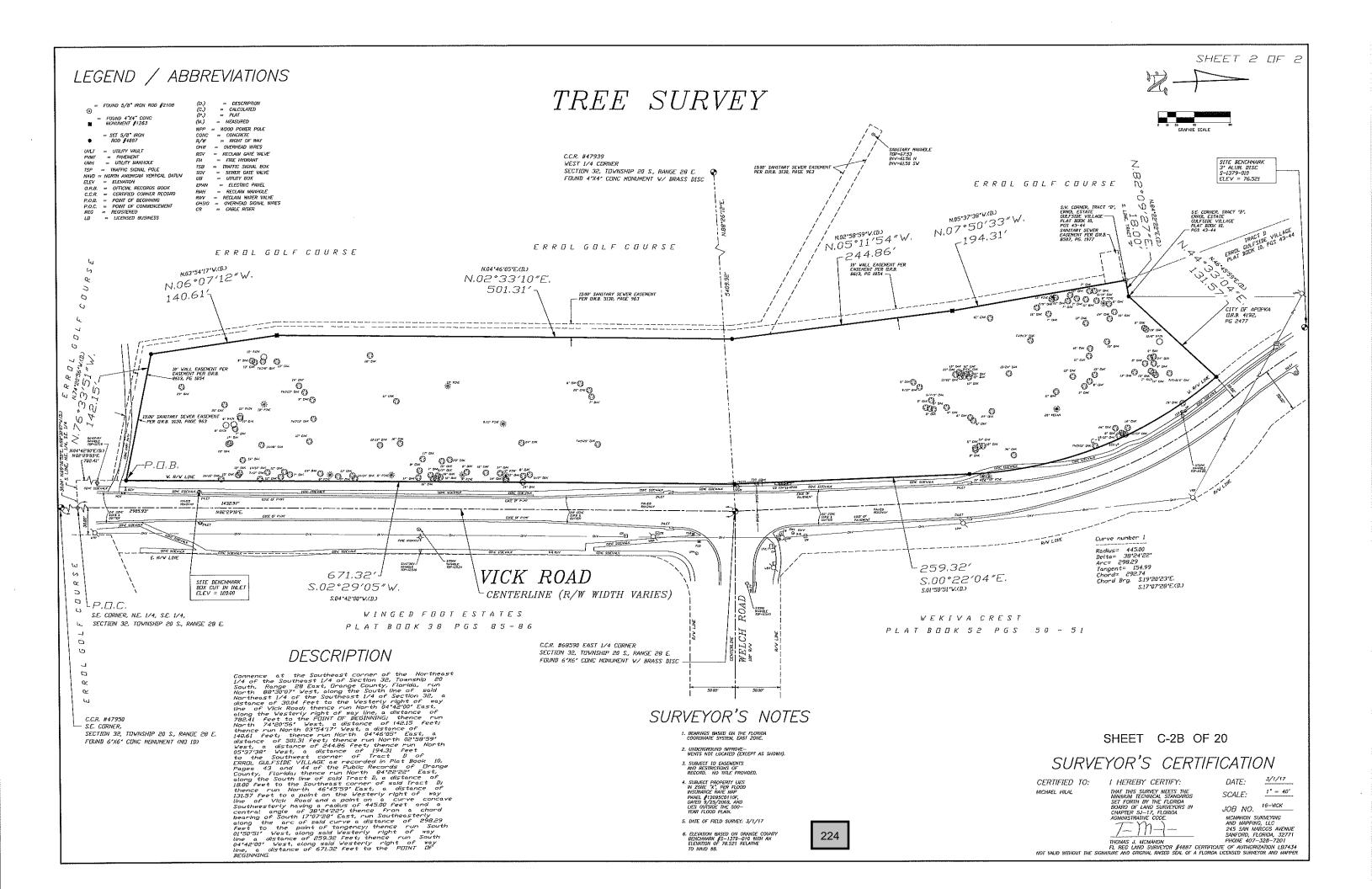


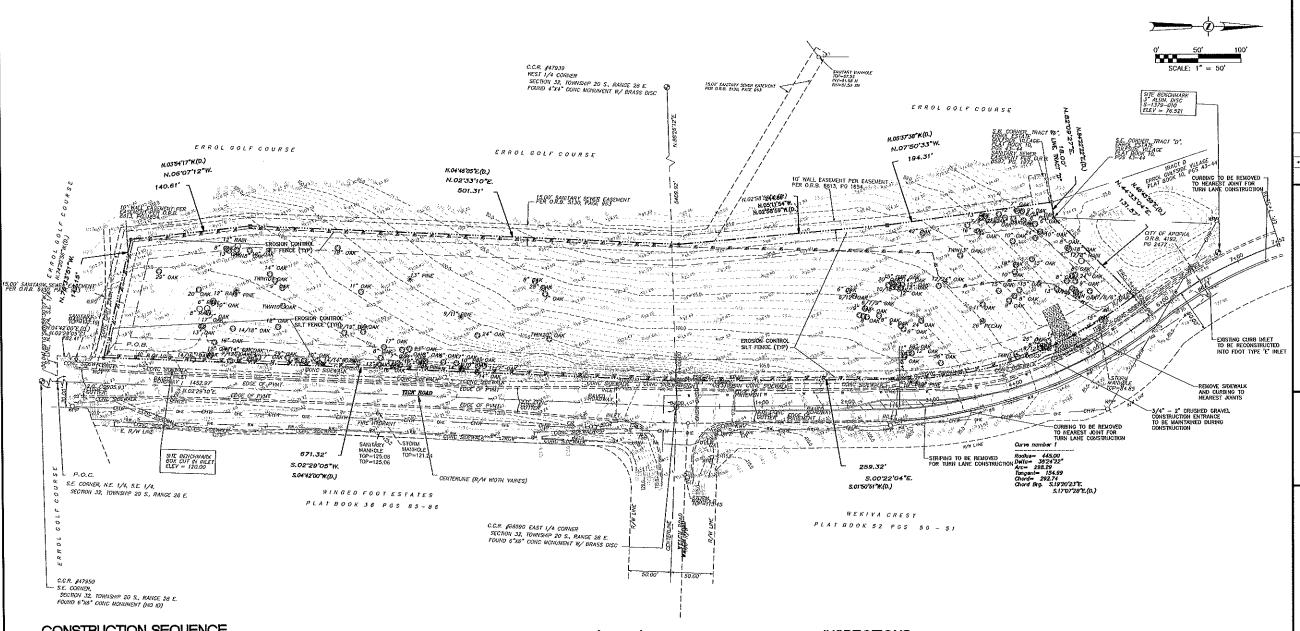
MEADOW VIEW APARTMENTS 1611 VICK RD, APOPKA, FL SHEET COVER SHEET

SHEET NO.

C-1







CONSTRUCTION SEQUENCE

- INSTALL STABILIZED CONSTRUCTION ENTRANCE
- INSTALL SILT FENCES (STAKED EVERY 100' MAX) AND SYNTHETIC BALES AS REQUIRED STOCKPILE TOPSOIL IF REQUIRED PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED STABILIZE DENUDED AREAS AND STOCKPILES AS SOON AS PRACTICAL

- STABILIZE DENUDED AREAS AND STOCKPILES AS SOUN AS PRACTICAL
 INSTALL STORM SEVER
 CONSTRUCT BUILDING AND OTHER UNDERGROUND UTILITIES
 INSTALL PAVEMENT AND CURBING
 INSTALL LANDSCAPE AND SOD
 INSTALL LANDSCAPE AND SOD
 IO. REMOVE ACCUMULATED SEDIMENT FROM BASINS
 II. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY BMP MEASURES.

SOIL TYPES

DEWATERING METHODS AND LOCATIONS

DEWATERING SHALL BE UTILIZED ONLY IF NECESSARY BY MEANS OF WELL POINT SYSTEM.
DISCHARGE FROM THE WELL POINT SYSTEM SHALL BE DIRECTED TO THE PROPOSED DRAINAGE
STRUCTURES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR WELL POINT
SYSTEM PRIOR TO CONSTRUCTION.

ADDITIONAL NOTES

- 1. NON-STORMWATER DISCHARGES: IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD: 1.1. PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED). 1.2. UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION). ALL NON-STORMWATER DISCHARGES WILL BE
- DIRECTED TO THE PROPOSED DRAINAGE STRUCTURES/SWALES.

 CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET THE STATE AND LOCAL STANDARDS.

EROSION TEMPORARY MEASURES (BMP'S)

- SYNTHETIC BALE BARRIERS SHALL BE USED TO PROTECT PROPOSED INLETS PER DETAILS

- 1. SYNTHETIC BALE BARRIERS SHALL BE USED TO PROTECT PROPOSED INLETS PER DETAILS
 2. FILTER FABRIC BARRIERS SHALL BE USED AT THE PERINETER/ALINTS OF PROPOSEO CONSTRUCTION TO PREVENT
 SEDIMENT FORM LEAVING THE PROJECT BOUNDARIES OR DISCHARGING INTO OFF—SITE DRAINAGE FACILITIES
 3. STOCKPILING MATERIAL: NO EXCAVATED MATERIALS SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF
 DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORMWANTER COLLECTION FACILITY
 4. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF—SITE SHALL BE PROTECTED FROM
 SEDIMENT—LADEN STORM RUNOFF UNIT. THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE
 SEDIMENT TO THE INLET TEMPORARY SEEDING AND MULCHING: AREAS OPERED BY CONSTRUCTION OPERATIONS AND THAT
 AREA NOT ANTICIPATED TO BE RE—EXCAVATED OR DIRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS
 SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON
 IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING, SLOPES STEPPER THAN 6:1
 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH NUMBER 2 ABOVE SHALL ADDITIONALLY RECEIVE
 MULCHING OF APPROXIMATILY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL UTION THE SOIL OF SFEPTOR ARE
- HAI FALL WINTO THE CALEDON ESTABLISHED IN PARAGRAPH NUMBER 2 ABOVE SHALL AUDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEEDED AND MULCH MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT CONTROL SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

INSPECTIONS

- 1. CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AFTER EACH RAINFALL GREATER THAN 0.5 INCHES. A RAIN GAGE WILL BE ON SITE TO MEASURE THE RAINFALL AMOUNTS.

 2. ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT, THE PERSON RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS OR SOMEONE APPOINTED BY THE SUPERINTENDENT AT LEAST ONCE AND FOLLOWING ANY STORM EVEN OF 0.25 INCHES OR GREATER.

 3. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS.

 4. BUILT UP SEDIMENT WILL BE REMOVED FROM THE SILT FENCE WHEN IT HAS REACHED ON—THIRD THE HEIGHT OF THE FENCE.

 5. THE SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.

 6. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

 7. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED CAN BE OBTAINED BY THE ENGINEER. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION CONTROL PLANS OR STORMWATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN FOR AT LEAST TREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN FOR AT LEAST TREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN FOR AT LEAST TREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL BE MED AND RETAINED AS PART OF THE STEELED FOR INSPECTION AND MAINTENANCE
- NON-COMPLIANCE.

 B. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FORM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR REEPING THE EROSION AND SEDIMENT CONTROLS USED ON-SITE IN GOOD WORKING ORDER AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORTS.

PERMANENT EROSION CONTROL MEASURES (BMP'S)

- PERMANENT SODDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AT A MINIMUM, BE SODDED. THE SEEDING MIX MUST PROVIDE BOTH LONG—TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEED AND MULCHED OR SODDED.

 MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM: THE PERMITTED STORMWATER MANAGEMENT SYSTEM: THE PERMITTED STORMWATER MANAGEMENT SYSTEM SHALL BE MAINTAINED, CLEANED AND INSPECTED IN ACCORDANCE WITH THE WATER MANAGEMENT DISTRICT PERMIT.

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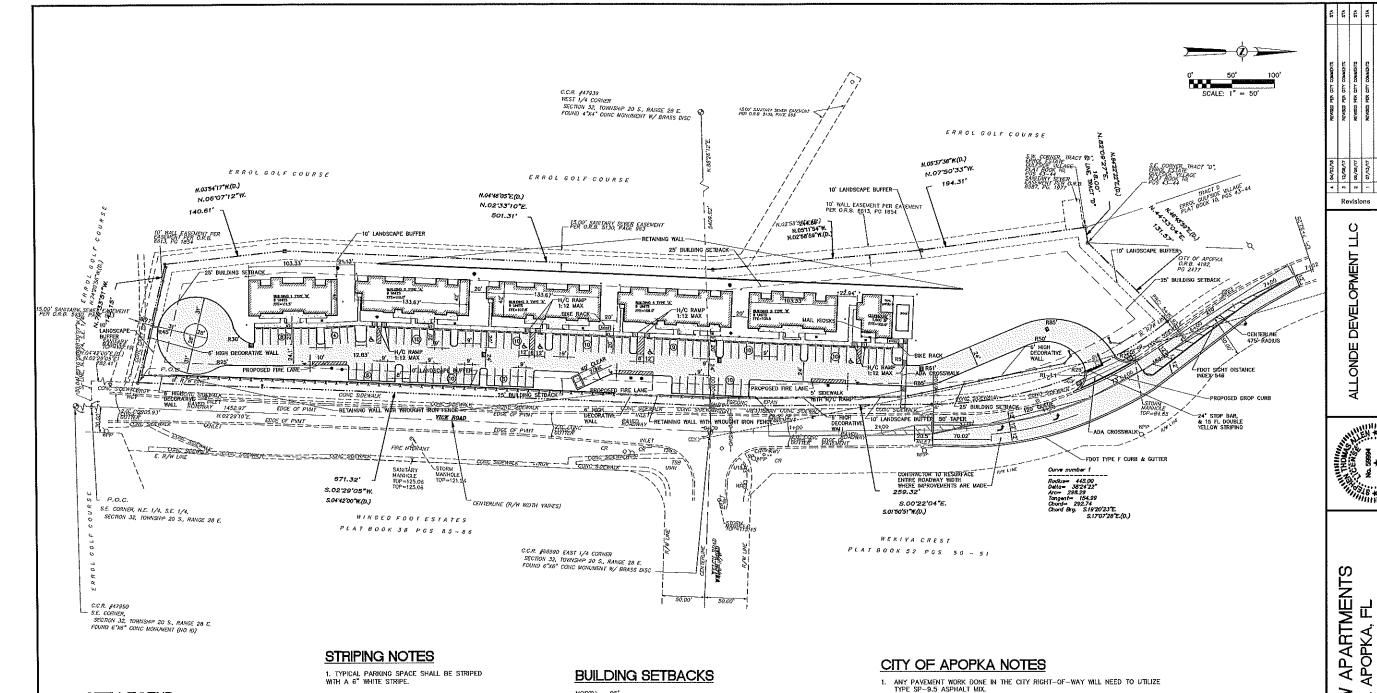
Revisions

DEVEL

APARTMENTS APOPKA, FL

ADOWVIEW

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SITE LEGEND

SITE BOUNDARY LINE	
CENTER LINE OF ROAD	
EASEMENT UNE	
EXISTING EDGE OF PAVEMENT	
PROPOSED 6", 3000 PSI CONCRETE	100
PROPOSED 7", 4000 PSI CONCRETE	
SIDEWALK	s/w
LINEAR FEET	ĿF
SQUARE FEET	SF
HANDICAP PARKING	&
HANDICAP	HC
TYPICAL	TYP
5' RADIUS	R5'
# PARKING SPACES	•

STRIPING NOTES

1. TYPICAL PARKING SPACE SHALL BE STRIPED

2. SEE DETAILS FOR HANDICAP PARKING.

3, 30" HIGH INTENSITY STOP SIGNS AND WHITE, THERMOPLASTIC STOP BARS FOR THE DRIVEWAYS

GENERAL NOTES

- 1. ALL CURB RADII TO BE 3' UNLESS OTHERWISE NOTED.
- 2. ALL CURB TO BE 6" VERTICAL CURBING.
- 3. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB.

4, ANY PAVEMENT WORK DONE IN THE ROW WILL NEED TO UTILIZE TYPE SP-9.5 ASPHALT MIX

5.BOTH BUILDING ENTRANCES ARE FOR CUSTOMER USE

G.BASE OF LAMP POSTS SHALL BE FLUSH TO THE GROUND. NO LAMP POST SHALL BE INSTALLED ON A BOLLARD OR SIMILAR STRUCTURE THAT EXTENDS ABOVE THE SURROUNDING GRADE. ADD NOTE: LIGHT POLE FOOTERS CANNOT BE EXPOSED ABOVE FINISH GRADE.

7. THE CUL-DE-SAC HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPROPRIATE TRAFFIC ENGINEERING AND GEOMETRY STANDARDS.

POOL NOTES

POOL SIZING AS FOLLOWS PER FLORIDA POOL CODE 64E-9.006 (8):

MINIMUM POOL SIZE- 15' X 15'.

MINIMUM WATER RECIRCULATION FLOW- 215 GPM (43 UNITS AT

- 5 GPM).
 FILTRATION SYSTEM- 1 GPM FOR EACH LIVING UNIT = 43 GPM.

BUILDING SETBACKS

NORTH = 25'

LANDSCAPE BUFFERS

EAST = 10' WEST = 10'

BICYCLE PARKING NOTE

BICYCLE PARKING DEVICES SHALL MEET THE FOLLOWING:

- BICYCLE PARKING DEVICES SHALL MEET THE FOLLOWING:

 A. BE DESIGNED TO ALLOW EACH BICYCLE TO BE SUPPORTED BY ITS FRAME.

 B. BE DESIGNED TO ALLOW THE FRAME AND WHEELS OF EACH BICYCLE TO BE
 SECURED ACAINST THEFT.

 C. BE DESIGNED TO AVOID DAMAGE TO THE BICYCLES.

 D. BE ANCHORED TO RESIST REMOVAL AND SOUDLY CONSTRUCTED TO RESIST
 DAMAGE BY RUST, CORROSION, AND VANDALISM.

 E. ACCOMMODATE A RANGE OF BICYCLE SHAPES AND SIZES AND TO FACILITATE
 EASY LOCKING WITHOUT INTERFERING WITH ADJACENT BICYCLES.

 F. BE LOCATED TO PREVENT DAMAGE TO BICYCLES BY CARS.

 G. BE CONSISTENT WITH THE SURROUNDINGS IN COLOR AND DESIGN AND BE
 INCORPORATED WHENEVER POSSIBLE INTO BUILDING OR STREET FURNITURE
 DESIGN.

 H. BE LOCATED IN CONVENIENT, HIGHLY VISIBLE, ACTIVE, WELL—LIGHTED AREAS,

 I. BE LOCATED SO AS NOT TO INTERFERE WITH PEDESTRIAN MOVEMENTS.

 J. BE LOCATED AS NEAR THE PRINCIPAL ENTRANCE OF THE BUILDING AS
 PRACTICABLE.

 K. PROVIDE SAFE ACCESS FROM THE SPACES TO THE RIGHT—OF—WAY OR BICYCLE
 LANE.

CITY OF APOPKA NOTES

- ANY PAVEMENT WORK DONE IN THE CITY RIGHT-OF-WAY WILL NEED TO UTILIZE TYPE SP-9.5 ASPHALT MIX.
 PLEASE REFER TO THE TRAFFIC IMPACT ANALYSIS PROVIDED BY TRAFFIC & MOBILITY CONSULTANTS DATED NOVEMBER 2, 2017.

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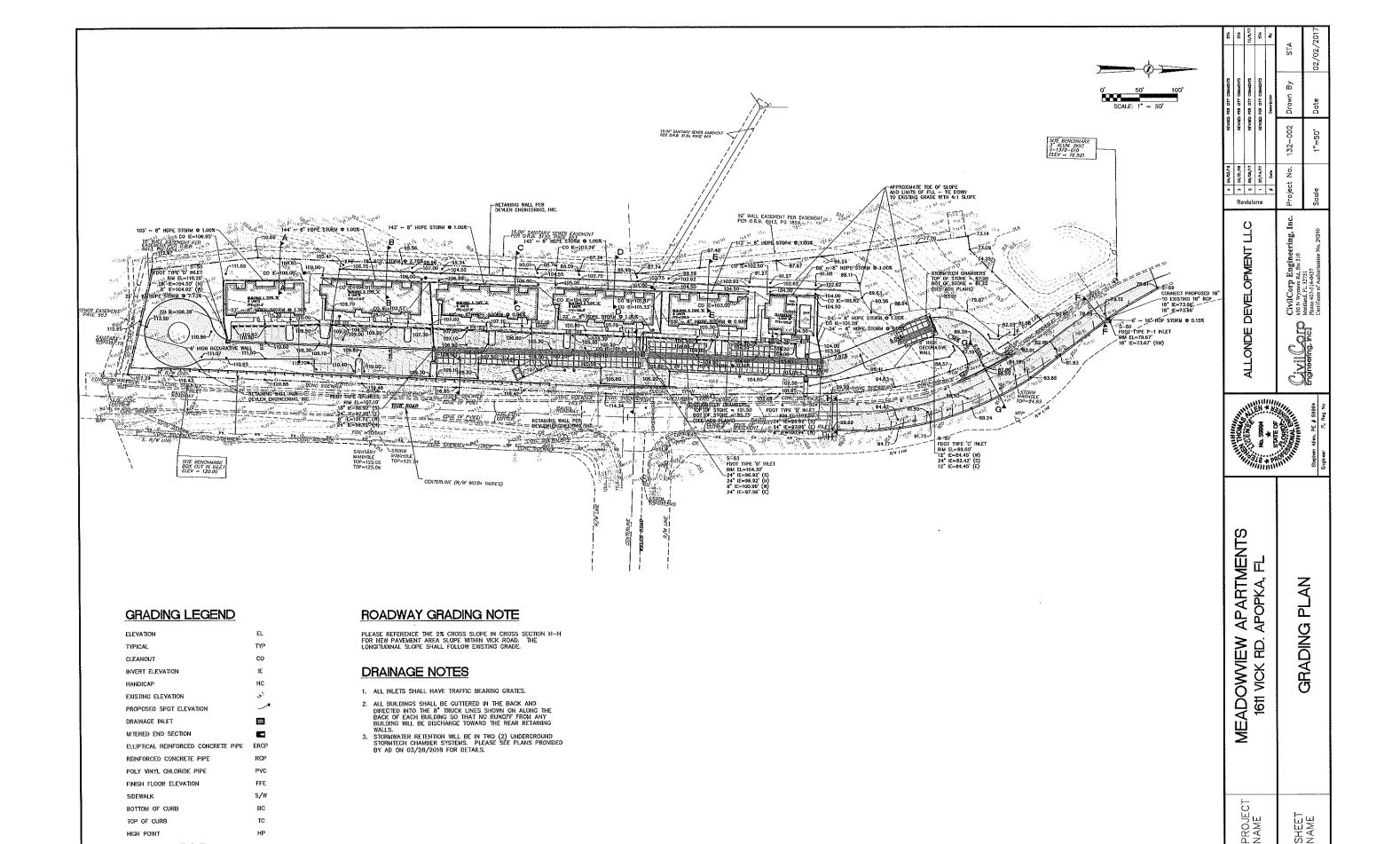
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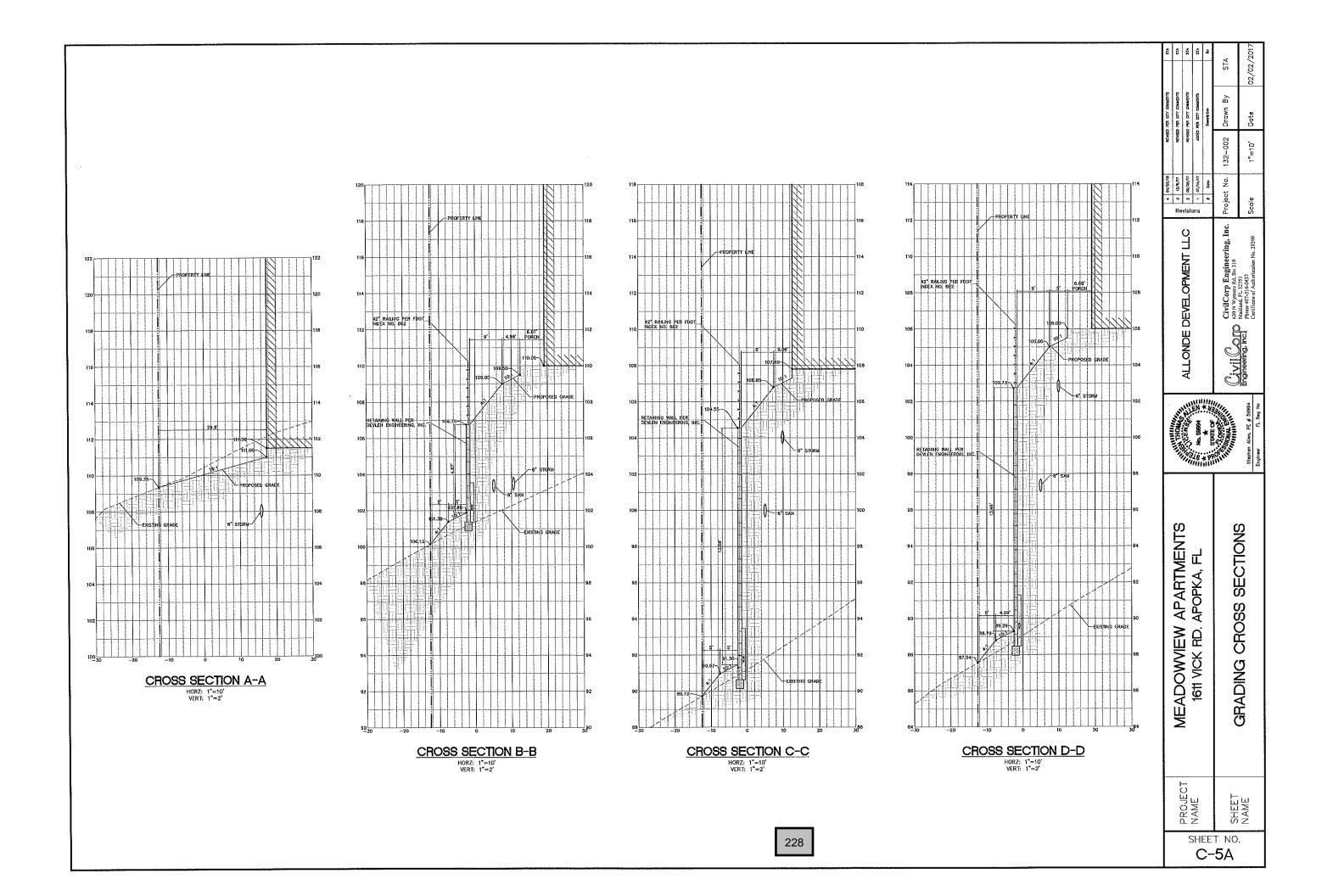


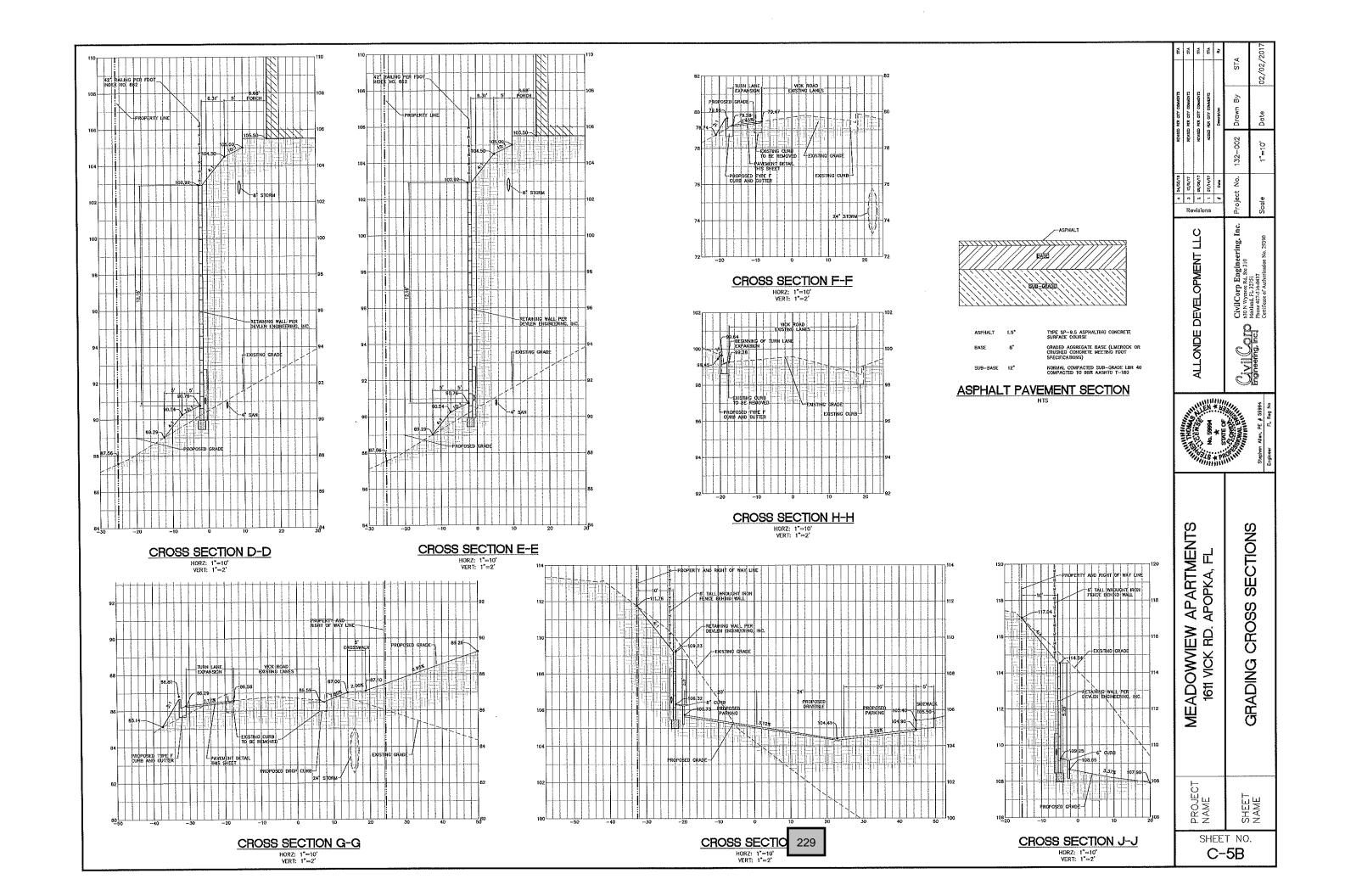
HIGH POINT

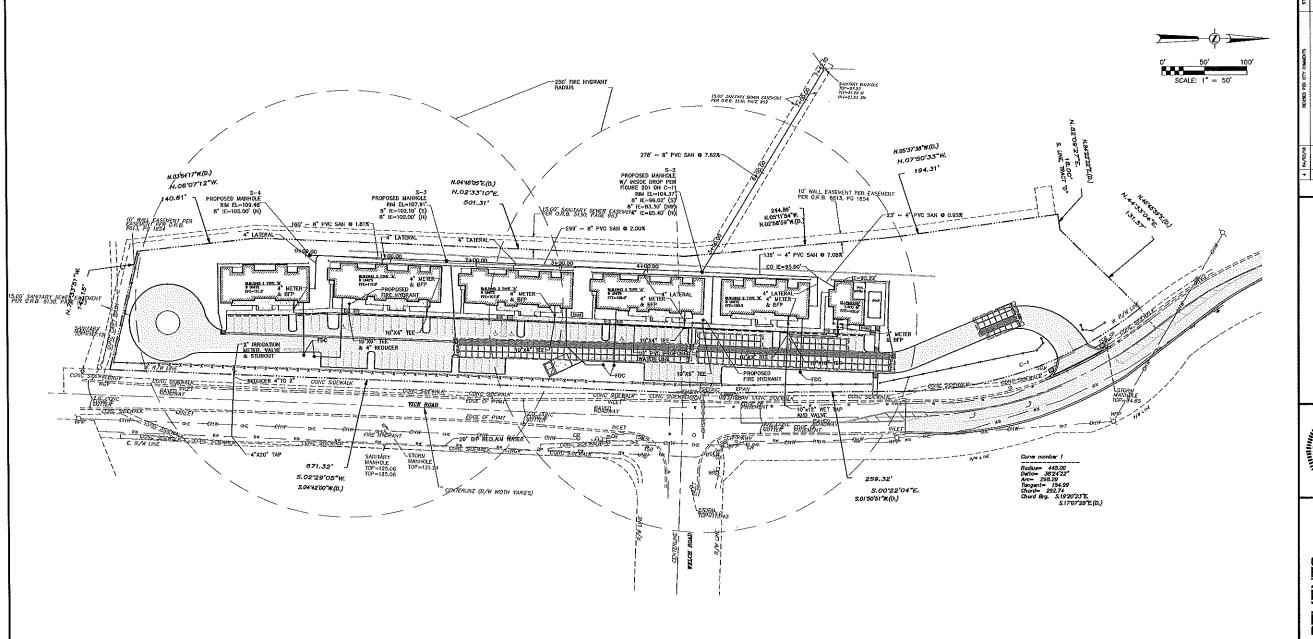
PROPOSED SURFACE FLOW

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UTILITY LEGEND

EXISTING WATER MAIN	я
EXISTING SANITARY MAIN	— s —
EXISTING OVER HEAD WIRE	сыс
EXISTING GATE VALVE	₽ €
EXISTING FIRE HYDRANT	器
EXISTING WATER METER	F4
EXISTING SANITARY MANHOLE	©
EXISTING SANITARY CLEANOUT	٥
SANITARY SEWER	SS
PROPOSED CLEANOUT - CO	•
PROPOSED GATE VALVE - GV	н
PROPOSED FIRE HYDRANT - FH	•
PROPOED WATER METER	
PROPOSED BACKFLOW PREVENTER	
WATER LINE	WL.
REDUCED PRESSURE BACKFLOW PREVENTER	RPBP
DOUBLE DETECTOR CHECK VALVE ASSEMBLY	DDCVA

CITY OF APOPKA NOTES

- ALL POWER SERVICE WILL HAVE TO BE PROVIDED UNDERGROUND, NO OVERHEAD SERVICE WILL BE ALLOWED.
 ALL ROADWAYS, WATER LINE INFRASTRUCTURE AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION

- ACCEPTANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.

 FIRE HYDRANT SHALL BE MARKED WITH A BLUE ROAD REFLECTOR.

 BUILDINGS WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM.

 BUILDINGS MUST BE MONITORED BY AN AUTOMATIC SPRINKLER SYSTEM.

 WILL REQUIRE A LOCK BOX FOR THE FIRE ALARM CONTROL ROOM.

 THE DISTURBED AREA FOR ANY OFF-SITE WORK WILL BE RESTORED TO THE EXISTING CONDITIONS OR BETTER WHEN COMPLETED.

 ALL PIPES WILL HAVE CITY OF APOPKA MINIMUM COVER.

 ANY OFF-SITE WORK, WHEN COMPLETED, SHALL HAVE DISTURBED AREAS RESORTED TO EQUAL OR BETTER CONDITIONS.

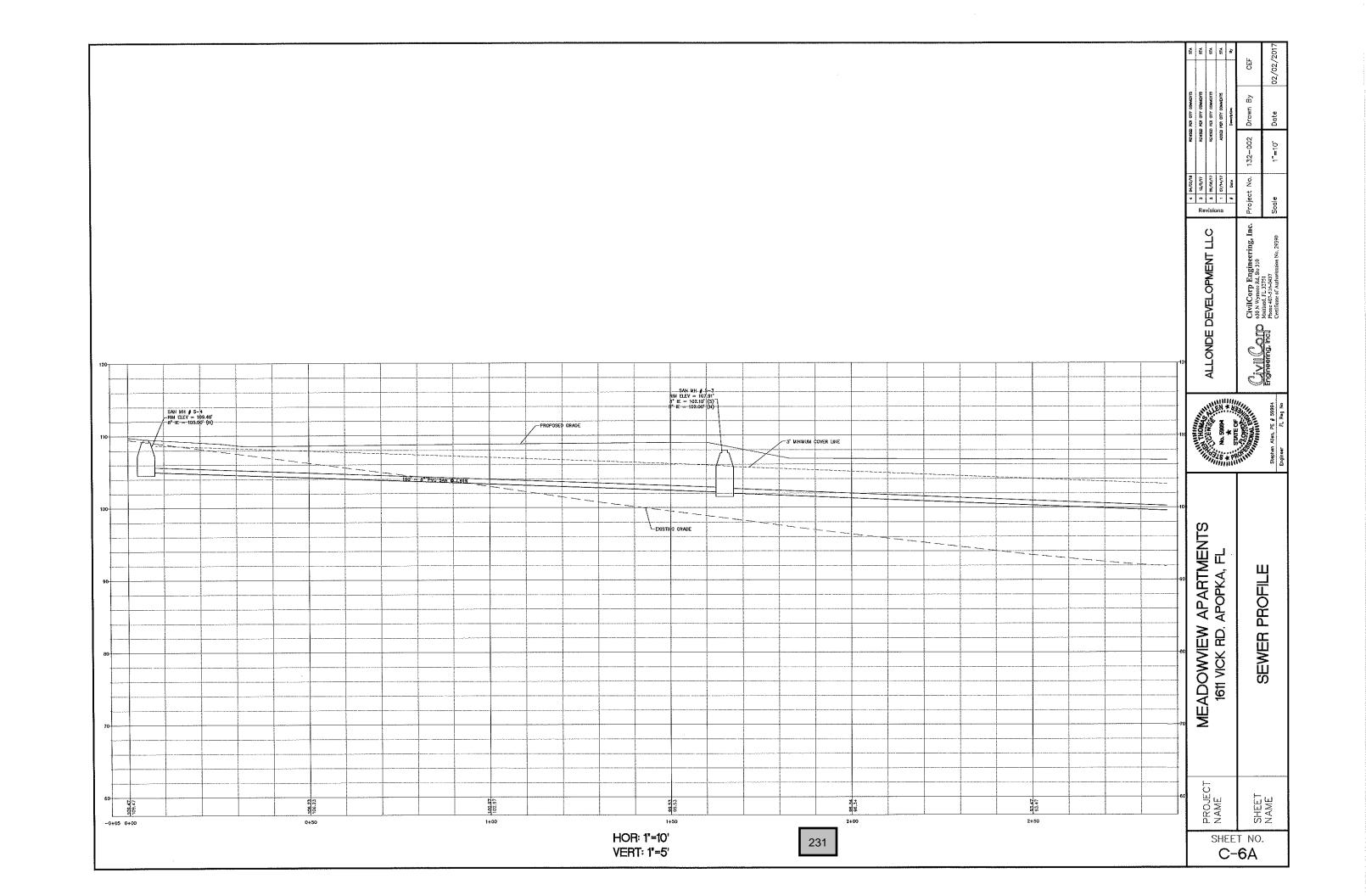
FIRE NOTES

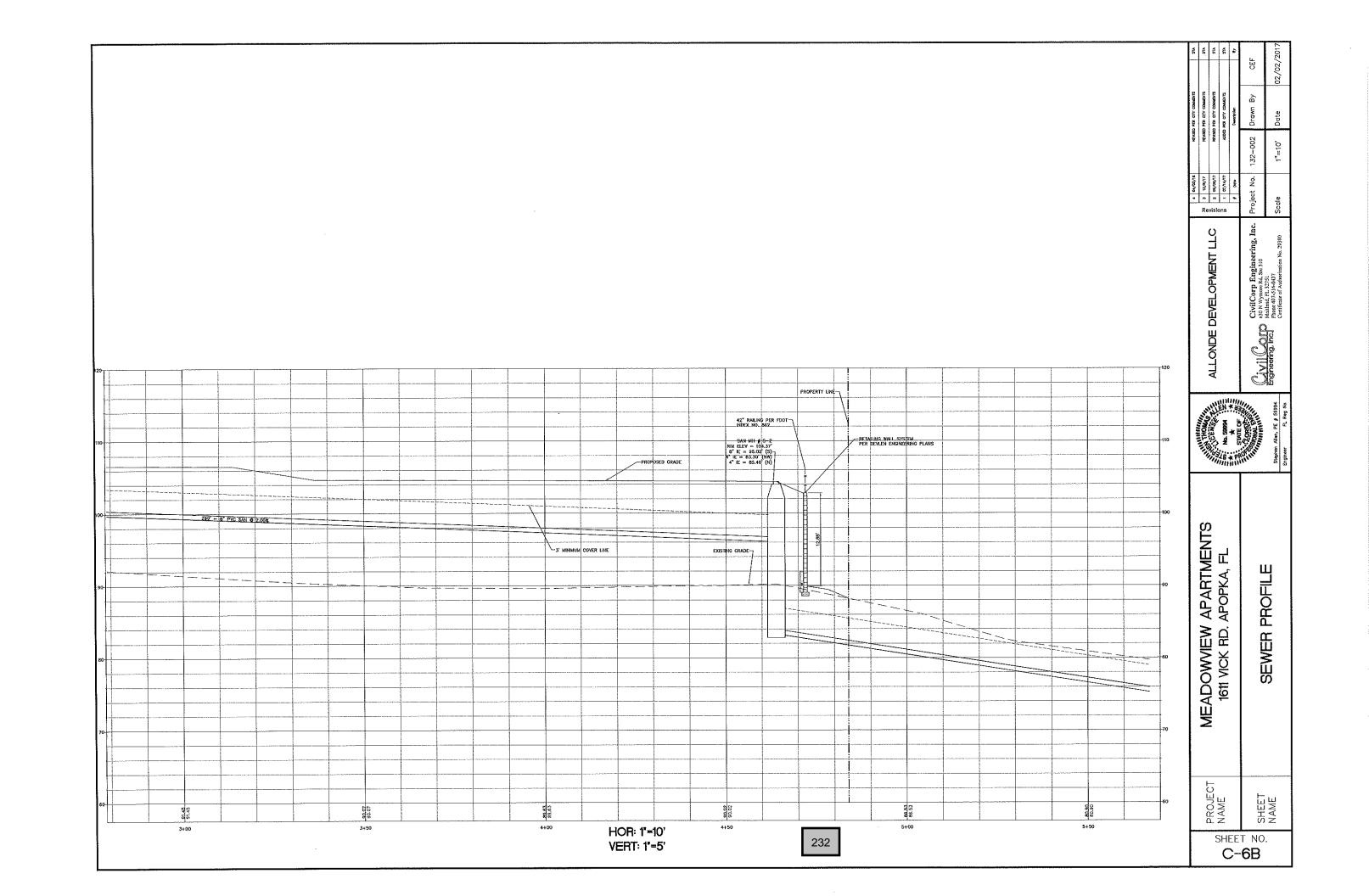
- 1. ALL ROADWAYS, WATER LINE INFRASTRUCTURE AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN
 2. FIRE HYDRANTS SHALL BE MARKED WITH A BLUE ROAD REFLECTOR
 3. BUILDING CONSTRUCTION SHALL FOLLOW FLORIDA STATUE 633.027 CONCERNING ILIGHT FRAME TRUSS CONSTRUCTION
 4. NFPA AND FLORIDA FIRE PREVENTION CODE SHALL BE FOLLOWED CONCERNING FIRE AND LIFE SAFETY
 5. THE BUILDINGS WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM
 6. BUILDINGS MUST BE MONITORED BY AN AUTOMATIC FIRE ALARM SYSTEM
 7. THE BUILDINGS WILL REQUIRE A LOCK BOX FOR THE FIRE ALARM

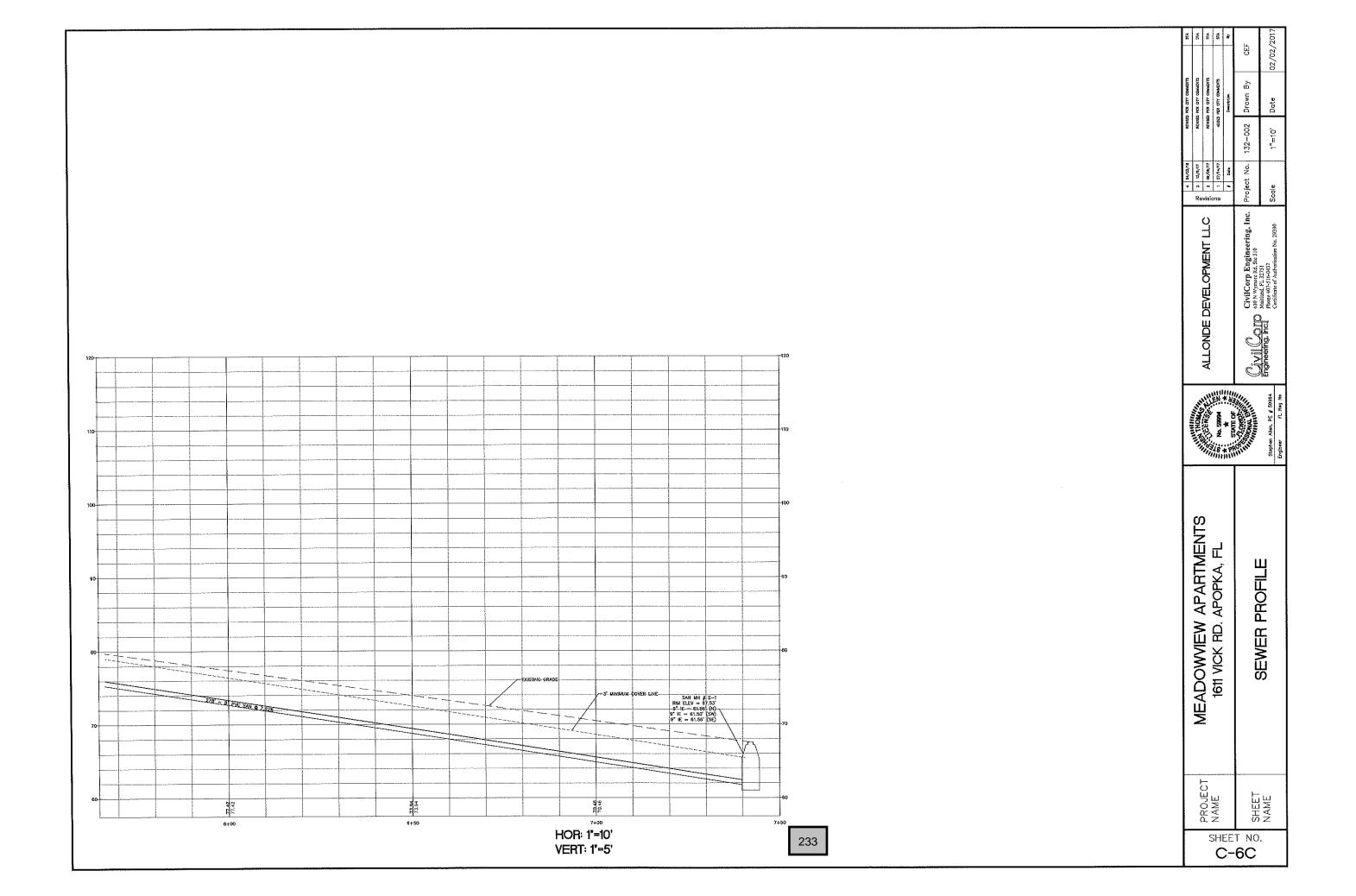
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 7. THE BUILDINGS WILL REQUIRE A LOCK BOX FOR THE FIRE ALARM CONTROL ROOM

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GENERAL CONSTRUCTION NOTES

- 1. ALL ELEVATION REFER TO VERTICAL DATUM AS INDICTED ON THE SURVEY PROVIDED HEREIN.
- LOCATIONS, ELEVATIONS, AND OMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE THILE OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL WERRY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXSTRUCTURING STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION, AND NOTHY ENGINEER OF DISCREPANCES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, AND SHALL PROWDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF PEXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLIDED IN THE "SUSHBINE" PROGRAM.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THIS CONTRACTOR.
- ALL UNDERGROUND LITLITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO PAYEMENT AND STRUCTURE CONSTRUCTION.
- It is the contractor's responsibility to become familiar with the perhit and inspection requirements of the various covernmental accidities. The contractor shall obtain all necessary permits prior to construction, and schedule inspections according to accid requirements and codes.
- ALL SPECIFICATIONS AND DOCUMENTS REFERENCED BY THE PLANS AND PERMITS SHALL BE OF LATEST REMSIONS AND/OR LATEST EDITION.
- 8. ALL WORK BY CONTRACTOR/SUBCONTRACTOR SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS COVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
- THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PROPOSED PRECAST AND MANUFACTURES STRUCTURES. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S DEPONSE. ALL SHOP DRAWNES ARE TO BE REVIEWED AND APPROVED BY CONTRACTOR'S SIGNATURE PRIOR TO SUBMITTAL TO THE CONTRACTOR'S DEPONSE. ALL SHOP
- 10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES, AND PROVIDE THEM WITH ALL RECURRED SHOP DRAWNIGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED, AT LEAST TWO (2) WORKING DAYS PRICE TO CONSTRUCTION, ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT AGENCY INSPECTOR PRESENT, MAY BE DEEMED NOX-COMPLENT AND WILL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- I, WORK PERFORMED UNDER THIS CONTRACT SHALL BE COORDINATED WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.
- 12. BACKFILL MATERIAL SHALL BE COMPACTED AROUND PIPES IN 6" LAYERS UP TO A LEYEL OF AT LEAST ONE FOOT ABOVE THE TOP AND BELOW BOTTOM OF THE PIPE. IN AREAS TO BE PAYED, BACKFILL SHALL BE COMPACTED TO TOOM MANDIAM DETRIFT AS DETERMINED BY ASSITTO T—19.
- 13. SITE WORK CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 4,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
- 14. CONCRETE REINFORCING SHALL CONFORM TO ASTM A615 GRADE OR BETTER, UNLESS OTHER WISE INDICATED ON STRUCTURE PLANS.
- 5. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. ADDITIONAL COSTS SHALL BE COORDINATED BETWEEN CONTRACTOR AND VENOOR.
- 6. ALL DISTURBED AREAS WHICH ARE NOT TO BE SOODED, ARE TO BE SEEDED AND MULCHED TO FDOT STANDARDS, AND MAINTAINED LINTIL, ACCEPTABLE TO THE REGULATORY AGENCY AND EGHEER OF RECORD, HAYE BEEN ORTHANED, ANY WASHOULS, REGRADING, RESEDING, AND GRASSING NORK, AND OTHER EROSCH WORK REQUIRED, WILL BE PERFORUED BY THE CONTRACTOR, UNTIL THE SYSTEM IS ACCEPTED, BY THE OWNER, REGULATORY ACENTY AND ENGINEER OF RECORD.
- CHAPTER77-153 OF THE FLORIDA STATUES REQUIRES THAT AN EXCAVATOR NOTIFY ALL CAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING, THESE PLANS SHOW ONLY THE APPROXIMATE. LOCATION OF GAS MAINS, AN ON-SITE INSPECTION BY THE RESPECTIVE GAS ECRESIVED, OF THE RESPECTIVE GAS COMPANY SHALL BE CALLED FOR BY THE CONTRACTOR TWO (2) WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
- 18. THE CONTRACTOR SHALL UTILIZE THE "DESIGN SURVEYOR" TO LOCATE AND FLAG ALL PROPERTY CORNERS PRIOR TO CONSTRUCTION AND FINAL ENGINEERING INSPECTION AND CERTIFICATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO HAVE PROPERTY CORNERS, WHICH HAVE BEEN LOST DURING CONSTRUCTION, REESTABLISHED BY A PROFESSIONAL LAND SURVEYOR, PREFERABLY THE "DESIGN
- 9. THE SOILS ENGNEER IS TO SUPPLY THE ENGNEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS, AND ASPHALT RESULTS. THE SOILS ENGNEER IS TO CERTIFY TO THE ENGNEER OF RECORD, IN WITHING, THAT ALL TESTING REQUIREMENTS, RECOURDE BY THE OWNER, LOCAL REQUILATORY AGENCY, AND THE FORIDAD DEPARTMENT OF TRANSPORTATION (PDOT), FOR THE MAPROVEMENTS, AS REQUIRED BY THE SOILS REPORT, ENGINEERING CONSTRUCTION DRAMINGS AND PERMITS, HAVE BEEN ASTRAIGHT.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOLLS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING REQUIREMENTS AS SHOWN ON THE ENGINEERIN CONSTRUCTION DRAMINGS AND IN THE SOURS REPORT, UPON COMPLETION OF THE WORK, THE SOLS ENGINEER IS TO SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER, STATION THAT ALL REQUIREMENTS HAVE BEEN MET.
- 21. THE CONTRACTOR IS TO REVIEW THE DESIGN SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND PRIOR TO COMMERCING CONSTRUCTION.
- 22. THE 100% IRRIGATION SYSTEM SHALL BE DIFFERENTIATED FROM POTABLE WATER PIPING.
- 23. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE, AT ALL TIMES.
- 44. THESE DRAWNOS DO NOT RICLIDE RECESSARY COMPONENTS FOR INSTRUCTION OF THE CONTRACTOR REGARDING CONSTRUCTION SAFETY, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.
- 25. ALL SODDING, SEEDING AND MULCHING SHALL INCLIDE WATER AND FERTILIZATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTARING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY OTHERS.

CLEARING AND EROSION CONTROL NOTES

- PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE
 PROTECTED IN ACCORDANCE WITH THE LOCAL REQUILATORY AGENCY TREE ORDINANCE AND DETAILS
 CONTAINED IN THESE PLANS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN
 GOOD CONTRION NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE
- THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE, MITH THE SOILS TESTING REPORT, COPIES OF THE SOILS REPORT AREA AVAILABLE THROUGH THE OWNER O THE SOILS TESTING COMPANY, CUESTIONS RECARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
- THE CONTRACTOR SHALL CLEAR AND GRUB, ONLY THOSE PORTIONS OF THE SITE, NECESSARY FOR CONSTRUCTION, DISTURBED AREAS MILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MARTERIA. IMPEDIATELY FOLLOWING CONSTRUCTION.
- . The top 4" to 6" of grand removed during clearing and grubbing shall be stockpiled at a site designated by the owner to be used for landscaping purposes, unless otherwise directed by
- ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REQUIATIONS. ONLY "CRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMIT
- 6. THE CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
- 8. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST BEFORMATION AVAILABLE AND ARE CIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSURES ON RESPONSIBILITY FOR ACCURACY, PRIOR TO THE START OF ANY CONSTRUCTION ACTUTY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION MILEN CROSSING ANY UNDERSCROUND UTILITY, MICHIER SHOWN ON THE PLANS OR LOCATED BY THE LIBER UTILITIES WITH INTERFACT WITH THE CONTRACTOR SHALL EXERCISE CAUTION MILEN CONFINE ALL UTILITIES WHICH INTERFACT WITH THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES. DURING NELDOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR STALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE RICIDENTAL TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE RICIDENTAL
- TO THE CONTRACT AND HE EXTRA COMMISSION OF A VISUAL RESPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR MAXING A VISUAL RESPECTION AND ADOVE CROWNS STRUCTURES RESPONSIBLE FOR THE DEMOUTION AND REMOVAL OF ALL INDEPENDANT AND REPORT FAIRT WITH THE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERFORMING AND ABOVA, WALDHIND AND THAT MILL NOT BE INCORPORATED MITH THE NEW FACULTIES, SHOULD ANY DISCREPANIES EXST PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CARRICATION OF THE PLANS PRIOR TO DEMOLITION.
- 10. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROJECTED BY SEDIMENT TRAPS SUCH AS SECURED SYNTHETIC BALES, SOO, STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
- 11. ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
- 12. WHEN CONSTRUCTION IS COMPLETED, THE RETENTION/DETENTION AREAS WILL BE RESHAPED, CLEANED OF SILT, MUID AND DEBRIS, AND RE-SOUDED IN ACCORDANCE TO THE PLANS.
- 13. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SYNTHETIC BALES OR SILTATION CURTAIN) TO PREVENT STUATION OF ADJACENT PROPERTY, SITERETS, STORM SEMERS, MATERWAYS, AND EASTING METLANDS. IN ADDITION, THE CONTRACTOR SHALL PLACE STREAM, MULCH, OR OTHER SUITABLE MATERIAL. ON THE CROUND BY AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE EXISTER AND/OR LOCAL AUTHORISES, EXCESSIVE COUNTRIES OF EARTH ARE TRANSPORTED OFF—SITE EITHER BY MATURAL DRAINGS OR BY VENDLAN TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SAITS-ACTION OF THE EIGHBER AND/OR AUTHORITIES.
- 14. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
- 15. THERE IS TO BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO EXISTING LAKE SYSTEM, WETLAND, OR RIVER, WITHOUT THE USE OF SETTUNG POINDS, IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE ENGINEE LAKE SYSTEM OR BIVER, A SETTUNG POIND FLAM MUST BE SUBMITTED APPROVED BY THE ENGINEER OF RECORD AND LOCAL REQULATORY ACENCY PRIOR TO CONSTRUCTION.

PAYING, GRADING AND DRAINAGE NOTES

- ALL DELETERIOUS SUBSTANCE MATERIAL, (LE. MUCH, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, OR AS DIRECTED BY THE OWNER'S ENGINEER, OR OWNER'S SOLI TESTING COMPANY, DELETERIOUS MATERIAL IS TO BE STOCKPIELD OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACHIG, SHERING, OR SMORING, AS INCESSARY, THENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURITEMANCES ARE BEING PLACED. DEVIATERING SHALL BE USED AS RECUIRED.
- 3, IT MAY BE NECESSARY TO FIELD ADJUST PAYEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. THE CONTRACTOR IS TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY
- 4. PRIOR TO CONSTRUCTION CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENCHRER FOR APPROVAL.
- 5. THE CONTRACTOR IS TO PROVIDE A \$\frac{1}{2}" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
- ALL PAVEMENT MARKINGS SHALL BE WADE WITH TRAFFIC PAINT IN ACCORDANCE TO FDOT STANDARD SPECIFICATIONS 971-12 OR 971-13. PARKING STALL STRIPPING TO BE 4" WIDE PAINTED WHITE STRIPES, UNLESS OTHERWISE SPECIFICED BY AGGING.
- THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
- 8. STANDARD INDICES REFER TO THE LATEST EDITION OF FOOT "ROADWAY AND TRAFFIC DESIGN STANDARDS"
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS IV (ASTM C-76) UNLESS OTHERWISE, HOTED ON PLANS.
- PVC STORM PIPE, 12" AND SMALLER SHALL CONFORM TO AWWA C-900, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
- 11. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES, PIPE LENGTH FOR MITERED ENG AND FLARED END SECTIONS ARE TO END OF PIPE.
- 12. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR AND CAPABLE OF WITHSTANDING H-20 LOADINGS.
- 13. THE CONTRACTOR IS TO SOD THE RETENTION/DETIENTION FOND AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
- 14. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REQULATORY AGENCY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1991, OR LATEST REMISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO.
- 15. UNDERCUTTING AND/OR OVER EXCAVATING THE RETENTION/DETENTION AREAS WILL NOT BE ALLOWED.
- 16. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR, THE RECORD DRAWINGS SHALL SHOW FINAL GRADES, INVERTS, AND LOCATIONS OF STATES STORWIMER PAGILIES IN RULDIUGH THE STORWIMER POON, DRAWINGS TSTIRUCTURES, BERNES & SWALLS. THE CONTRACTOR SHALL PROVIDE TEN COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGUNEER FOR THE PURPOSE OF CERTIFINITY THE STROWNARTER MANAGEMENT SYSTEM.

PAYING, GRADING AND ORAINAGE TESTING AND INSPECTION REQUIREMENTS.

- The storm dramage piping and filtration system shall be subject to a visual inspection by the owner's diameter prior to the placement of backfill. The contractor is to notify the engineer 48 hours in advance to schedule an inspection.
- 2. THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE
- 3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE APPLICABLE TESTING WITH THE SOLS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE FOUND IN THE ENGINEERING CONSTRUCTION DEARWASS, UPON COMPLETION OF THE WORK, THE SOLS ERROREER MUST SUBJUT CERTIFICATION TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

WATER/SEWER CLEARANCE REQUIREMENTS

VERTICAL CLEARANCE AT CROSSNIGS.
GRANTY SEWERS OR FORCE MAIN CROSSING UNDER WATER MAINS SHALL BE CAID TO PROVIDE A MINIMUM YERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. THE CROSSING SHALL BE ARRANGED SO THAT THE SEMER NOINTS AND WATER JOHN'S WILL BE EQUALLY SPACED FROM THE POINT OF CROSSING WITH NO LESS THAT 10 FEET BETWEEN ANY THO JOHN'S WHILE BE EQUALLY SPACED FROM THE POINT OF CROSSING WITH NO LINES, THERE THE MINIMUM 18 INCH SEPARATION CAMPONT OF CROSSING AND THE SEWER SHALL BE PLACED IN A SLEEVE OR ENCASED IN CONCRETE FOR 20 FEET CENTERED ON THE POINT OF CROSSING, WHITE THERE IS NO ALTERNATIVE TO SEMER PIPES CROSSING OVER WATER MAINS, THE PIPES SHALL BE COLITEDED AT THE ORDSSING AS MORE AND THE WATER MAIN SHALL BE PLACED IN A SLEEVE OR ELECASED IN CONCRETE FOR 20 FEET CONTINUED TO RESOURCE AND THE POINT OF CROSSING AS AND THE POINT OF CROSSING AS AND THE POINT OF CROSSING AS THE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEMENT OF PREVENT DAMAGE TO THE WATER MAIN.

HORIZONTAL SEPARATION BETWEEN PARALLEL LINES:
CRAMTY SEMERS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN, THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. IN CASES WHERE IT IS NOT PRACTICAL TO MANTARN A 10 FOOT SEPARATION, THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHIELT LOCATED ON ONCE SIDE OF THE SEWER AND AT AN ELEVATION SO THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, AND THE WATER AND SECRE JOINTS SHALL BE STAGGERED.

FORCE MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FORM ANY EXISTING OR PROPOSED WATER

SANITARY SEVER/RECLAIMED WATER AND POTABLE WATER/RECLEAMINED WATER SEPARATIONS.

WHEN THE RECLAIMED WATER LINE IS TRANSPORTING WATER FOR PUBLIC ACCESS IRRIGATION;
MAXIMUM OBTAINABLE SEPARATION FOR RECLAIMED WATER LINES AND DOMESTIC WATER LINES SHALL BE

WHEN THE RECLAIMED WATER LINE IS TRANSPORTING WATER FOR NON-PUBLIC ACCESS IRRIGATION:
THE RECLAIMED WATER MAIN SHALL BE TREATED LIKE A SANITARY SEVER A 10 FOOT HORIZONTAL AND 18 I'RE RESCAURCE TRAINE MAIN SHALL BE INCALED LIKE A SANIBAY SEVER. A 10 FOOT HORIZOHTAL AND 18 HIGH YERVICLA SEPARATION SHALL BE MINITARDE BETWEEN THE RECLAIMED WATER MAIN HOU ALL DESTING OR PROPOSED POTABLE WATER MAINS, NO WINNUM SEPARATION IS REQUIRED BETWEEN THE RECLAIMED WATER MAIN AND SANITARY SEVERS, OTHER THAN THAT NECESSARY TO ENSURE STRUCTURAL INTEGRITY AND PROTECTION OF THE LINES THEMSELVES.

NOTE: WHEN IT IS IMPOSSIBLE TO OBTAIN PROPERTY HORIZONTAL AND VERTICAL SEPARATION AS STIPULATED ABOVE, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) MAY ALLOW DEWATION ON A CASE-BY-CASE. BASIS IF SUPPORTED BY DATA FROM THE DESIGN ENCINEER. APPROVAL FOR THE DEVIATION MUST BE OBTAINED PRIOR TO CONSTRUCTION.

WATER SYSTEM NOTES

- I. ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- 2. ALL WATER SYSTEM WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS
- 3. CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY ADJUSTING THE WATER LINES AS NECESSARY.
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWMA C 150) AND ANSI A 21.31 (AWMA C 151) AND PIPE SHALL RECEIVE EXTENCE BITURINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8, OR A 21.51 AND SHALL BE MORTAR LINED, STANDARD THICKNESS, AND BITURINOUS SEALED IN ACCORDANCE WITH ANSI A (AWMA C 104—7).
- ALL FITTINGS LARGER THAN 2° SHALL BE DUCTHE IRON CLASS 53 IN ACCORDANCE WITH AWWA C-110 WITH A PRESSURE RATING OF 350 PS. JOINTS SHALL BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-111. FITTINGS SHALL BE CEMENT MORTER LINED AND CONTED IN ACCORDANCE WITH AWWA C-104.
- THE CONTACTOR IS TO INSTALL TEMPORARY BLO-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.
- 7. THRUST BLOCKING SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS.
- ALL PVC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900, PIPE SHALL BE CLASS 150 AND MEET THE REQUIREMENTS OF SOR 18 IN ACCORDANCE WITH ASTM D-2241.
- 9. WATER MAIN PIPE OF LESS THAN 4" SHALL BE PER ASTM D2241-89.
- 10. ALL FITTINGS 2" AND SMALLER SHALL BE SCHEDULE 40 PYC WITH SOLVENT WELDED SLEEVE TYPE JOINTS.
- ALL GATE VALVES 2" OR LARGER SHALL BE RESIDENT SEAT OR RESIDENT WEDGE MEETING THE REQUIREMENTS OF AWYA C509.
- 12. ALL FIRE HYDRANTS SHALL MEET THE REQUIREMENTS OF AWWA C502 AND SHALL BE APPROVED BY THE LOCAL UTILITY AND FIRE MARSHAL.
- 13. MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITHE LOCAL REQULATORY AGENCY COOES, PLANS, AND SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF, AND SUPPLEMENTAL SECRETICATIONS THEREOF, APPROVIL AND CONSTRUCTION OF ALL POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE LOCAL REGULATORY AGENCY.
- 14. THE CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW THE LOCATION ON ALL WATER MARIS AND SERVICES. THE CONTRACTOR SHALL PRO

WATER SYSTEM TESTING AND INSPECTION REQUIREMENTS.

- ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES
 SHALL REMAIN UNCOVERED UNTIL PROPERTY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER.
 PRESSURE TESTS TO BE IN ACCORDANCE WITH WATER DEPARTMENT SECTIONATIONS. CONTINGATOR TO
 NOTIFY OWNER'S ENGINEER AND WATER DEPARTMENT INSPECTORS 48 HOURS IN ADVANCE OF PERFORMING
 TESTS.
- 2. CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING IN ACCORDANCE WITH ALL PERRIT REQUIREMENTS. BACTERIOLOGICAL SAMPLING SHALL BE BY THE LOCAL PUBLIC HEALTH UNIT AND/OR LOCAL UTILITY, CONTRACTOR SHALL OBTAIN CLEARANCE OF DOLESTIC WATER SYSTEM. COPIES OF ALL BACTERIOLOGICAL TESTS TO BE SUBMITTED TO OWNER'S ENGINEER.

SANITARY SEVER NOTES

- 1, ALL SANITARY SEWER MAINS & LATERALS SHALL HAVE A MINIMUM OF 38 INCHES OF COVER,
- ALL SANTARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, SDR 35 OR AS OTHERWISE INDICATED ON THE CONSTRUCTION DRAWINGS.
- 3. ALL SANITARY SEWER WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
- PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW WORK TO EXISTING LINES OR
 APPURTENANCES, THE CONTRACTOR SHALL YEAR'S LOCATION AND ELEVATION OF EXISTING CONNECTION
 PORT AND NOTIFY OWNERS'S ENDINEER OF ANY CONFLICTS OR DISCREPANCES.
- 5. PVC PIPE AND FITTINGS SHALL CONFORM TO ASTM SPECIFICATIONS DESIGNATION D-3034-77C, MA 5DR 35 INSTALLATION OF SDR 35 PIPE SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ASTM SPECIFICATION SECTION DAZIZI. ALL SANTIARY SEVER PIPEINES SHALL BE SOLD GREEN IN COLOR.
- ALL PYC FORCE MAINS SHALL BE CLASS 200, SDR 21, COLOR GREEN, WITH A GREEN MAGNETIC TAPE A
 MINIMUM OF 2" MIDE, PLACED I FOOT BELOW THE PROPOSED GRADE. THE PRINTING ON THE MAGNETIC TAPE
 SHOULD READ "FORCEMAN".
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWAN C 150) AND ANSI A21.51 (AWAN A 151), DUCTILE IRON PIPE SHALL RECEIVE INTERIOR AND EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH AMSI A 21.6, A 21.6, O A 21.51.
- 8. ALL SANITARY SEWER GRAVITY MAINS OR SANITARY SEWER FORCEMAINS THAT REQUIRE DUCTILE IRON PIPE. ARE TO BE POLYLINED OR EPOXY LINED.
- 9. ALL SANITARY SEWER COVERS SHALL BE TRAFFIC RATED FOR H-20 LEADING
- 10. THE CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY RECORD DRAWINGS, SIGHED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL SANTRAP SEWER MAINS AND SERVICES. THE CONTRACTOR SHALL PROVIDE TEN COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.
- 11. ALL SANITARY FORCEMANS AND GRAVITY MAINS SHALL BE SEPARATED A MINIMUM OF 10 FEET HORIZONTALLY AND 1.6 FEET VERTICALLY FORM ARJACENT WATER MAINS, WHEN THESE SEPARATION OISTANCES ARE NOT POSSIBLE, CONTRACTOR SHALL CONSULT ENGINEER AND AGENCY HAVING JURISDICTION FOR PIPE MATERIAL AND/OR EVCASSIBLENT ALTERNATIVES.

SANITARY SEWER TESTING AND INSPECTION REQUIREMENTS

- ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO VISUAL INSPECTION BY THE OWNER'S ENGINEER.
 CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
- CONTRACTOR SHALL CONDUCT VIDEO CAMERA INSPECTION OF ALL GRAVITY SEWER PIPING AND PROVIDE ENGINEER WITH VIDEO TAPE OR DVD OF INSPECTION FOR MEW AND APPROVAL.
- 3. THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXPLITRATION TEST ON ALL GRAVITY SEWERS IN ACCORDANCE WITH THE REGULATION ACENCY HAVING JURISDICTION, SAID TESTS ARE TO BE CERTIFYING BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY ACENCY FOR APPROVAL, COORDINATION AND MODIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
- . ALL FORCE MAINS SHALL BE SUBJECT TO HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE REQULATORY ACENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBJECTED TO THE REGULATORY ACENCY FOR APPROVAL, COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S REASONABILITY.

GENERAL SAFETY NOTES

- DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED BY THE CONTRACTOR. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL, AND SAFETY OF THE TRAVELINE PUBLIC AND THE SAFETY OF HIS PERSONNE.
- 2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHMAY CONSTRUCTION, MANTENANCE AND UTILITY OFFERATIONS SHALL BE FOLLOWED IN THE DESIGN APPLICATION, MISTALLATION, MAINTENANCE, AND REMOVAL OF THE TRAFFIC CONTROL DEVICES, MANINO DEVICES, AND BARRIERS NECESSARY TO PROJECT THE PUBLIC AND ORDERING PROM HAZARDS WITHIN THE PROJECT LIBITS.
- ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON LINEORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
- LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGULATIONS.
- 5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROMBED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
- B. ALL MAINTENANCE OF TRAFFIC SHALL ADHERE TO THE REQUIREMENTS OF THE DESIGN STANDARDS 600 INDEXES.

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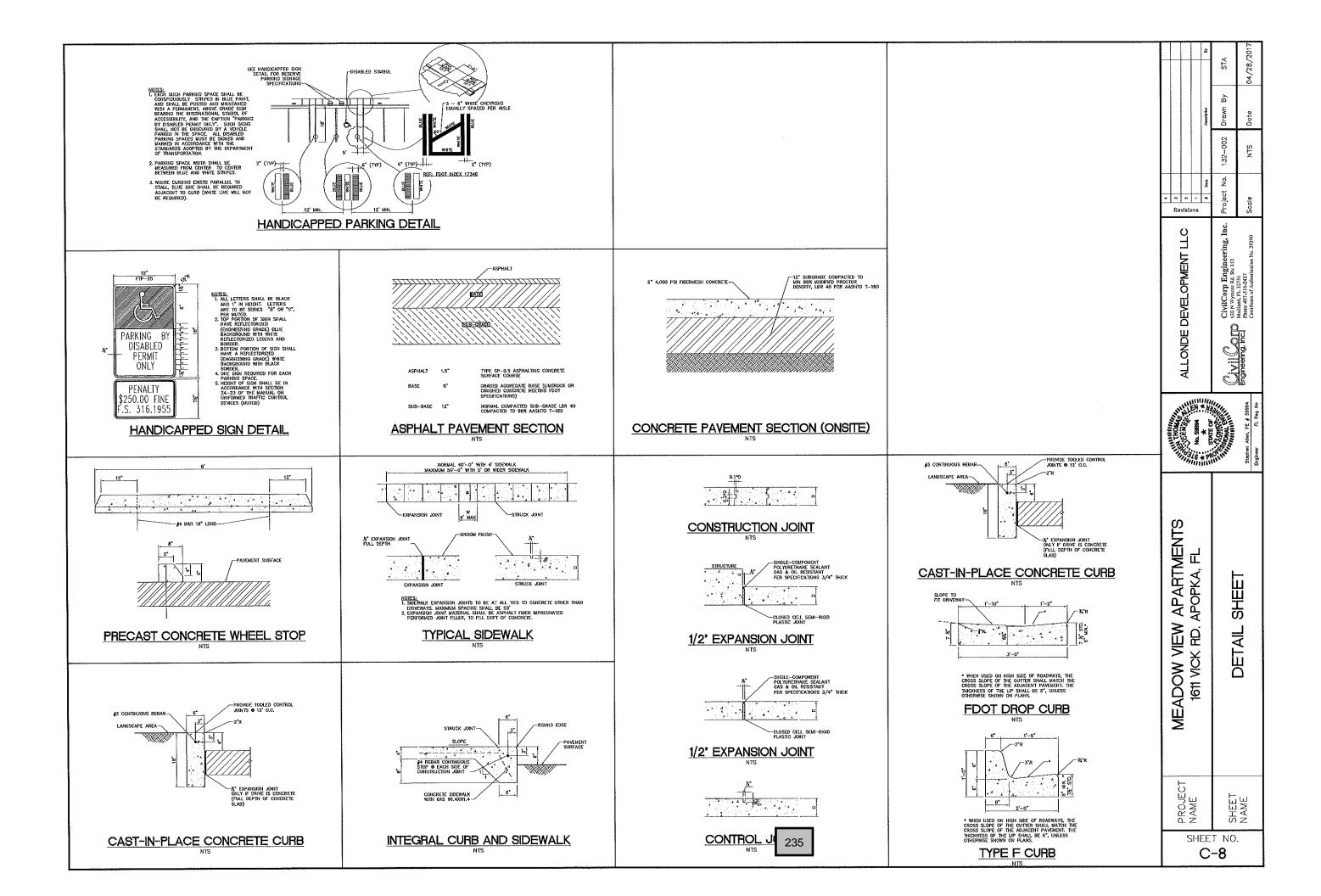
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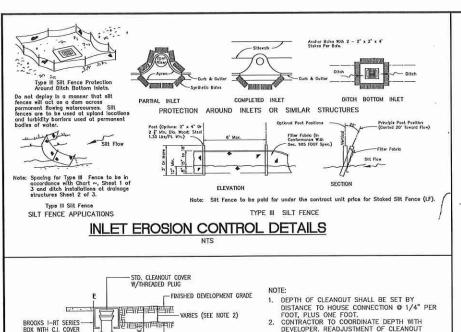
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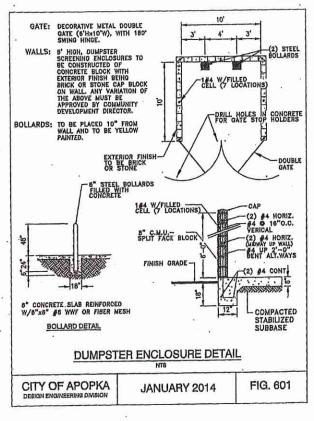
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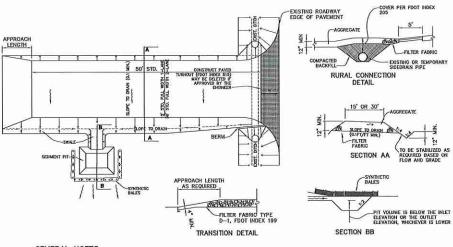
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SEE NOTE #3

TO CRAVITY SEWER

6"x6" PVC SANITARY TEF





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GENERAL NOTES:

1. A SM. TRACKING PREPARION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATION DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM 1. A SM. TRACKING PREPARION DEVICE. THE PROJECT TO PUBLIC ROADS WHERE COFF—SHE TRACKING OF HUD COULD OCCUR. TRAFTIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A STPD. BARRIERS FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STPD.

2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TO MINIMIZE OFF—SHE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER AND/OR LOCAL MUNICIPALITY PRIOR TO ITS USE.

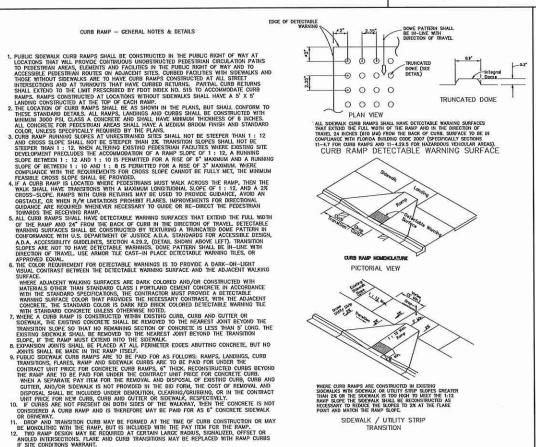
3. ALL MATERIAL SPILLED, BOROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE PREQUENTLY IF SO DIRECTED BY THE ENGINEER AND/OR LOCAL MUNICIPALITY.

4. AOGREGATES SHALL BE DESCRIBED IN SECTION 901 EXCLUDING 901—23. AGGREGATES SHALL BE FOOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SHALLE DE DESCRIBED AND SECTION 901 EXCLUDING 901—23. AGGREGATES SHALL BE FOOT THE PROVENT AND ARE ASSOCIATED AND THE STPD AND TO THE SECRET AND ARE UNITABLE.

5. THIS AND ALL THE STREAM OF THE PROVENT AND ARE ASSOCIATED AND ASSOCIATED A

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CONSTRUCTION ENTRANCE DETAILS

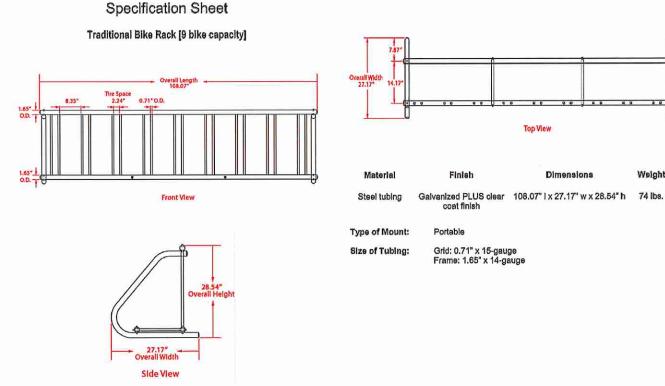


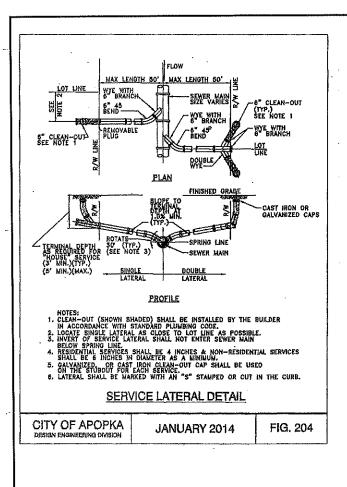
HANDICAPPED RAMP DETAILS

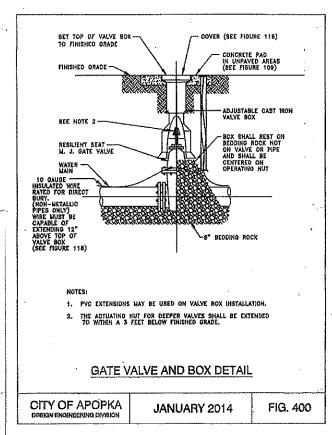
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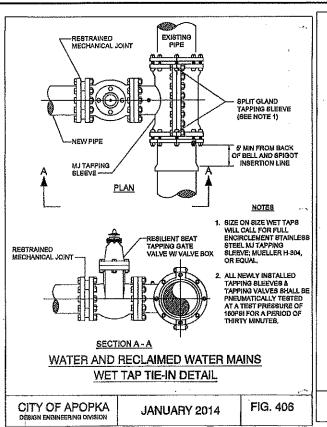
DEVELOPER. READJUSTMENT OF CLEANOUT HEIGHT AFTER ACCEPTANCE SHALL BE THE

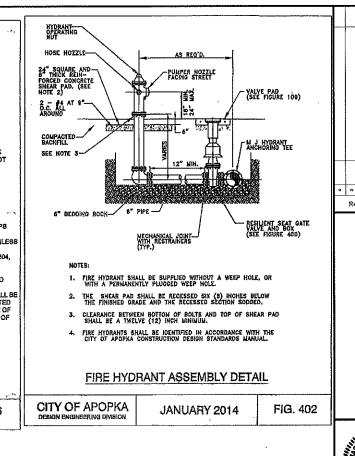
HEIGHT AFTER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE BUILDER/HOMEOWNER. IN ACCORDANCE WITH THE STANDARD PLUMBIN CODE SECTION 706.3, A SANITARY TEE CAN ONLY BE USED FOR HORIZONTAL TO VERTICAL FLOW. CONNECTIONS TO THE RISER ARE NOT ACCEPTABLE.

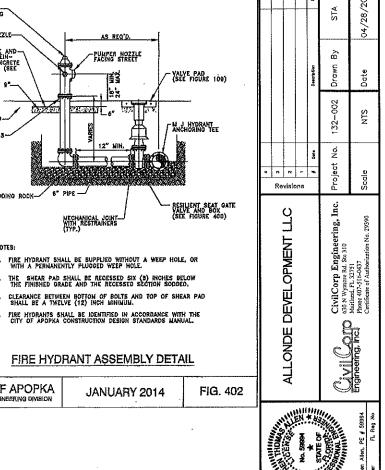












APARTMENTS

VIEW

MEADOW

APOPKA

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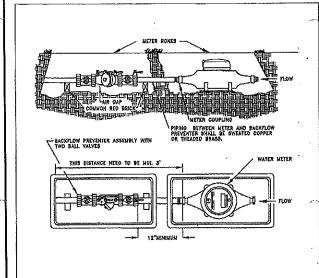
1611 VICK

DETAIL

SHEET

SHEET NO.

C-10



1. A 3' PICCE OF STRAIGHT PIPE MUST BE CONNECTED TO METER USING THE DESIGNATED HOLES IN THE METER BOX BEFORE ANY ANOLES ARE CONNECTED. THE SAME RULES APPLY FOR DOUBLE METER HOLES, LOS

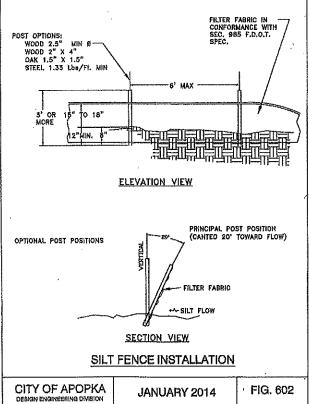
2. BACKILOW DIVICE AND METER ARE TO BE SET BY THE CITY FOR METERS 2-INCH OR LESS IN SIZE.

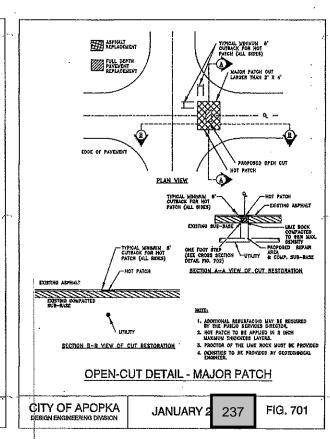
POTABLE WATER SERVICE DETAIL FOR LOTS SERVED WITH RECLAIMED WATER

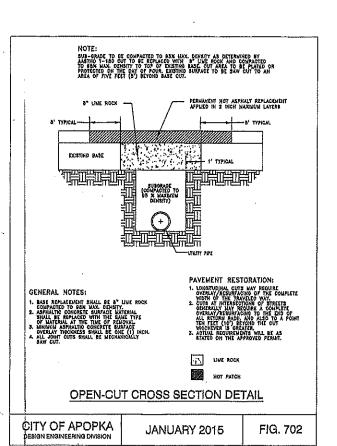
CITY OF APOPKA DESIGN ENGINEERING DIVISION

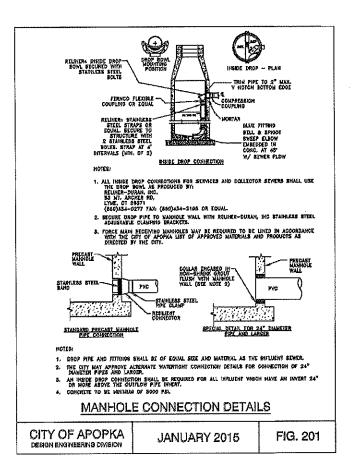
JANUARY 2014

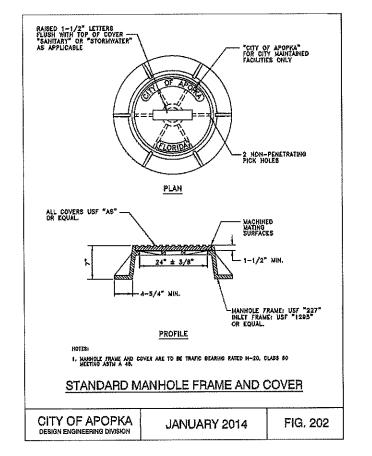
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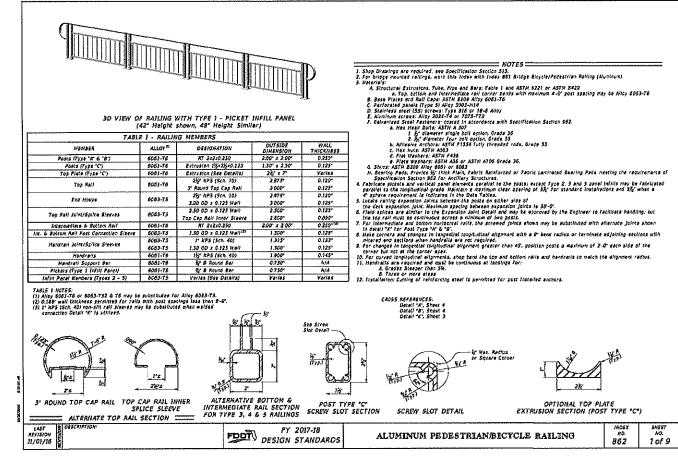


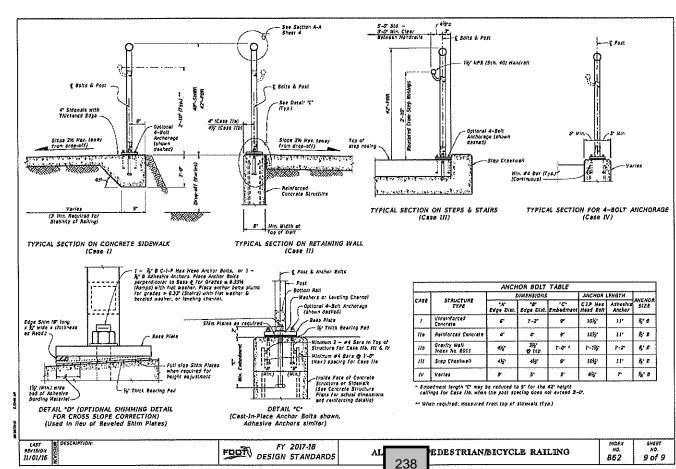






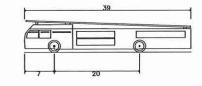






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T NO -11			SONAL PROPERTY.	CivilCorp Engineering, Inc. Project No. 132-002 Orawn By	Project No.	132-002	Drawn By	STA	
	NAME		Stephen Allen, PE # 59994 Engineer FL Reg No	Engineering, Inc. Phone 407-516-6437 Centificate of Authorization No. 29390	Scale	NTS	Date	04/28/2017	

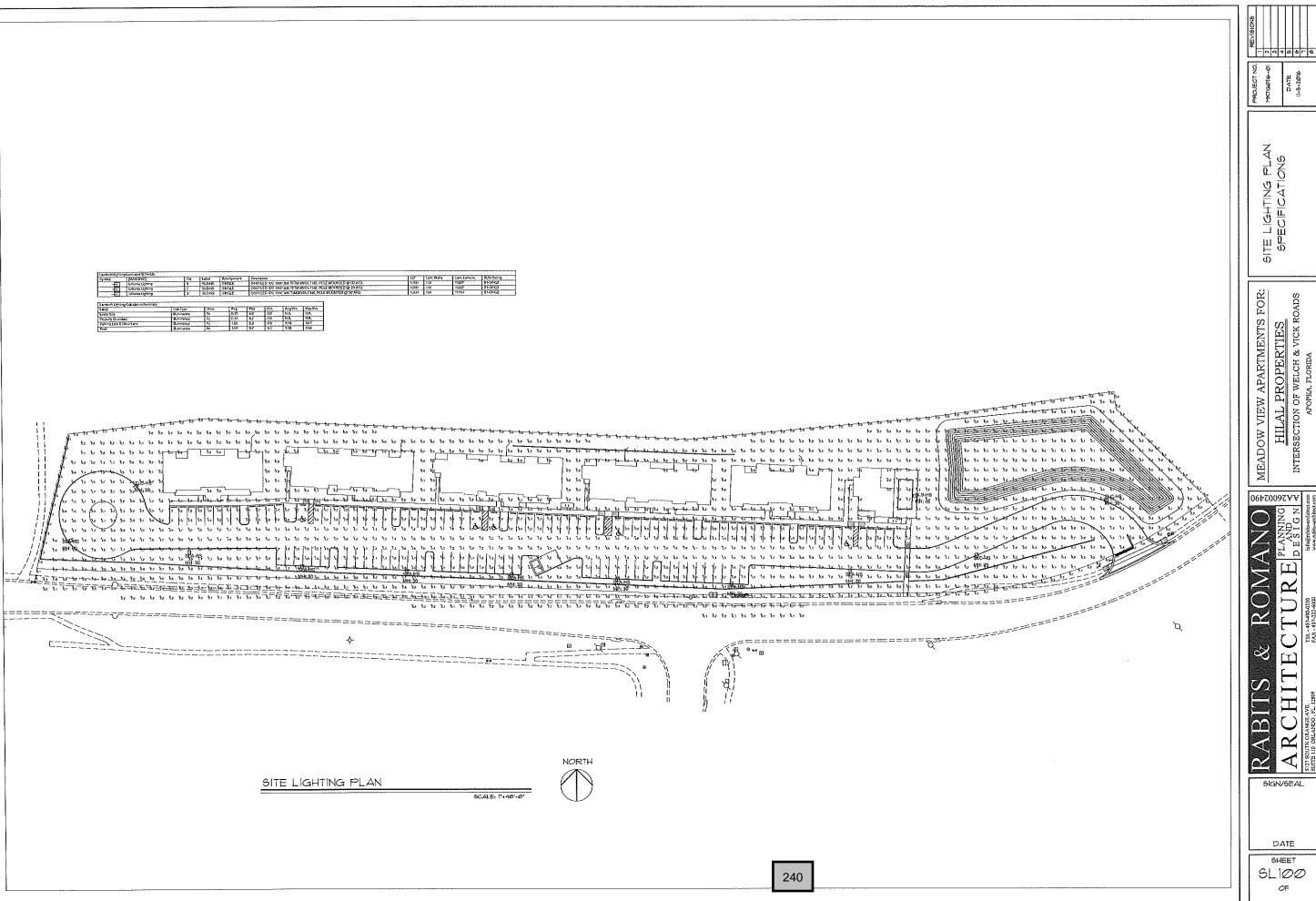




Aerial Fire Truck Overall Length Overall Width Overall Body Height Min Body Ground Clearance Track Width Lock—to—lock time Max Wheel Angle



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REMISE	REMSE	REMSE		132-002	1"=60'
# 10 Re	2 04/03/18	t 08/07/17	* Date	Project No.	Scale
	ALLONDE DEVELOPMENT LLC			CivilCorp Engineering, Inc. Project No. 132-002 Drawn By	Engineering, Inc.] Mailand, Ft. 32751 Phone 407-516-0437 Certificate of Authorization No. 29390
AND THOMAS	W. CENSON ST.	11.57 No. 58894 .X	******	SONAL EL	Stephen Allen, PE # 59994 Engineer FL Reg No
STNEWTARACK WEIN WOODVEN		1611 VICK RD. APOPKA. FL			IROCK LURIN FLAIN
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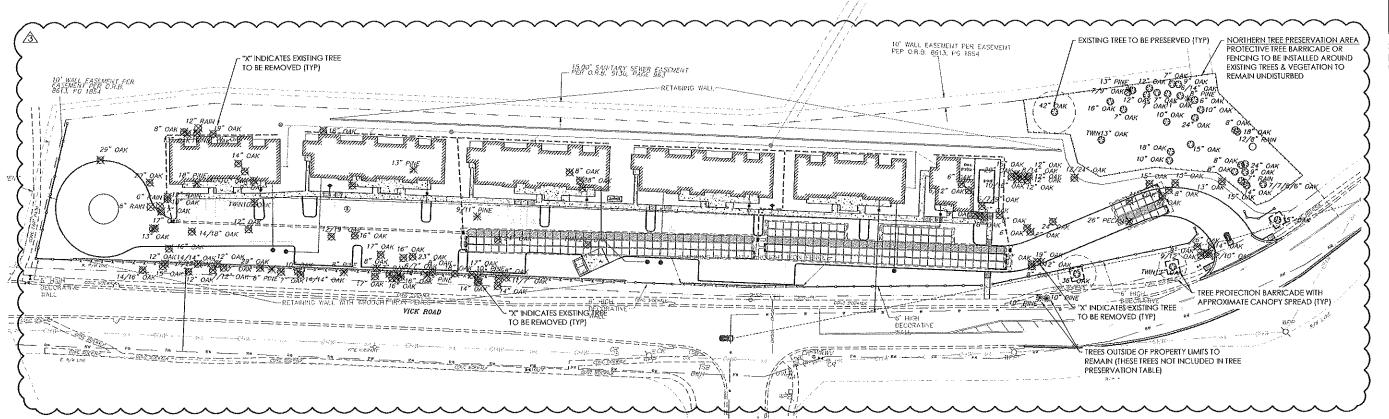
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TREE REMOVAL

(7) 6" OAK (8) 7" OAK 1131 8" OAK (5) 9" OAK (9) 10" OAK (4) 11" OAK (15) 12' OAK (1) 13" OAK (12) 14" OAK (4) 15" OAK (8) 16" OAK (4) 17" OAK (3) 18" OAK 111 19" OAK (4) 20" OAK (1) 23" OAK 131 24 " OAK (1) 26" OAK (1) 26" PECAN (1) 28" OAK (2) 29" OAK

99 TREES (1.174") PROTECTED TREES (<24" DBH) REMOVED: SPECIMEN TREES (>24" DBH) REMOVED: 8 TREES (210") (NOTE: PINE TREES, RAIN TREES & TREES UNDER 6" DBH NOT INCLUDED)

ARBOR TREE CALCULATION: (MAX. REPLACEMENT)

SPECIMEN TREES:

TOTAL SITE AREA: 187,918 SQ. FT. 181,918 SQ. FT. LESS 6,000 SQ. FT. DIVIDED BY 1,000: 182 TREES

TIMES 5" DBH: 910 INCHES 940 INCHES MAX, REPLACEMENT (SPECIMEN)

PLUS 30 INCHES:

NON-SPECIMEN TREES: 187,918 SQ, FT. TOTAL SITE AREA: 181,918 SQ. FT.

LESS 6,000 SQ. FT.: DIVIDED BY 1,000: 182 TREES

TIMES 3.5" DBH: 637 INCHES 658 INCHES MAX. REPLACEMENT (NON-SPECIMEN) PLUS 21 INCHES:

SPECIMEN REPLACEMENT REQUIRED: 210" (ACTUAL REMOVED) NON-SPECIMEN REPLACEMENT REQUIRED: 658" (MAX. REPLACEMENT) TOTAL REPLACEMENT INCHES REQUIRED: 868

TREE PRESERVATION

(3) 6" OAK (7) 7" OAK (4) 8" OAK (3) 9" OAK (3) 10" OAK (1) 11" OAK (4) 13" OAK (2) 14" OAK (3) 15' OAK (1) 16" OAK (2) 18" OAK (2) 24 " OAK (1) 36" OAK (1) 42' OAK

PROTECTED TREES (<24" DBH) PRESERVED: 35 TREES (368") SPECIMEN TREES (>24" DBH) PRESERVED: 4 TREES (126") (NOTE: PINE TREES, RAIN TREES & TREES UNDER 6" DBH NOT INCLUDED)

TREE REQUIREMENT (MAX. TREE STOCK)

TOTAL SITE AREA: 187.918 SQ, FT, (4.314 ACRES) TREES REQUIRED: 23.5 TREES (1 TREE/8,000 SQ. FT.) TREES PROVIDED: 109 TREES (INCLUDES BUFFER TREES)

TREE REPLACEMENT (PROPOSED TREES)

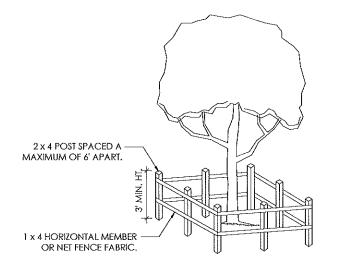
22 LIVE OAKS @ 3.5" DBH = 77" 24 MAGNOLIAS @ 3.5" DBH = 84" 19 RED CEDAR @ 3.5" DBH = 66.5" 25 CRAPE MYRILES @ 3.5" DBH = 87.5" 19 EAGLESTON HOLLY @ 3" DBH = 57"

TOTAL PROPOSED INCHES TO BE PLANTED: 372"

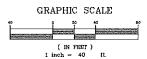
TREE MITIGATION CALCULATIONS

TOTAL REPLACEMENT INCHES REQUIRED: 868" LESS PROPOSED INCHES TO BE PLANTED: - 372" REMAINING INCHES TO BE MITIGATED: 496" PROPOSED TREE BANK PAYMENT (\$10/INCH): \$4,960,00

TREE PROTECTION DETAIL



PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS), NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.



TREE REMOVAL & MITIGATION PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

REG. NO.

DATE

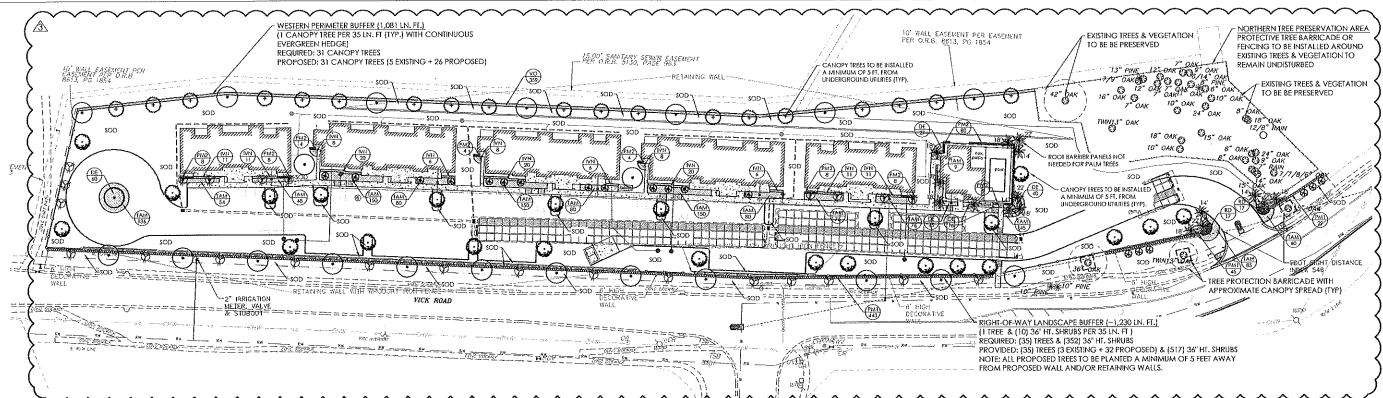
SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE

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OW VIEW APARTMENT KROAD- CITY OF APOPKA, FL

3 4/02/18 2\12/14/17

9/07/17 7/13/17 SHEET NUMBER



LANDSCAPE GENERAL NOTES

- The Landscape Confractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Confractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
- 2. The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be sued as a quide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- 3. All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
- 4. All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark nuggets.
- 5. The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape Architect.
- 6. No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
- 7. The Landscape Contractor is responsible for testing project solls. The Landscape Contractor is to provide a certified solls report to the Owner and Landscape Architect. The Landscape Contractor shall verify that the soils on site are acceptable for proper growth of the proposed plant material. Should the Landscape Contractor find poor soil conditions, the Owner and Landscape Architect must be consulted prior to planting.
- 8. All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the Landscape Architect.
- All proposed trees to be installed either entirely in or entirely out of planting beds. Planting bedlines are not to be obstructed; smooth and flowing.
- 10. The Landscape Confractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
- 11. The Landscape Contractor shall coordinate with the lighting and irrigation contractors regarding the timing of the installation of plant material.
- 12. Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings, Landscape Contractor shall be responsible for any damage or injury to person or properly which may occur as a result of his negligence in the execution of work.

PLANT MATERIALS LEGEND

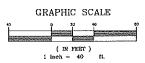
\odot	QV 🐧	22	Live Oak Quercus virginiana	3½" DBH, 10' - 12' Ht., 100 Gal. or B&B
0	MG	24	Southem Magnolia Magnolia grandiflora	3½" DBH, 10' - 12' Ht., 100 Gal. or B&B
\odot	٧L	219	Southern Red Cedar Juniperus virginiana	3½" DBH, 12' Ht., 100 Gal. or B&B
Ø	u	25	Crape Myrtle Lagerstroemia indica	$3\frac{y_2^{\prime\prime\prime}}{2}$ Total DBH, Mulli Trunk, 10'- 12' Ht., 65 Gal. or B&8
€	Ю	9	Eagleston Holly - Standard Form llex opaca 'Eagleston'	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
*	SP	16	Sabal Palms Sabal palmetto	14' , 18' & 22' Hts., Slick Trunks
00000000	PM1	517	Podocarpus Shrubs Podocarpus macrophyllus	7 Gal., 36" Ht., 24" O.C.
(consistents	PM2	127	Podocarpus Shrubs Podocarpus macrophyllus	3 Gai., 24" Ht., 18" O.C.
i descentrational de século.	VO	359	Walter's Viburnum Viburnum obovatum	3 Gal., Full, 30" O.C.
The state of the s	RD	34	Drift Roses Rosa spp. 'Drift'	3 Gal., Full, 24" O.C.
	DE	188	Gold Mound Duranta Duranta erecta 'Gold Mound'	3 Gal., Full, 24" O.C.
	IVN	146	Dwarf Yaupon Holiy Ilex vomiforia 'Nana'	3 Gal., Full, 24" O.C.
	TAM	1,279	Dwarf Aslatic Jasmine Trachelospermum asiaticum 'Minima'	1 Gai., Full, 18" O.C.
	\$OD	TBD	Bahla Sod Paspalum notatum	Solid Sod, As Indicated On Plans
	MULCH	TBD	Pine Bark Mulch	3" Minimum Depth, All Planting Areas

SYMBOL KEY QNTY, COMMON/BOTANICAL NAME SPECIFICATIONS/DESCRIPTION

LANDSCAPE INSTALLATION NOTES

- 1. All proposed/installed plant materials to be "Florida Friendly"
- 2. All proposed landscaping adjacent to building foundations to be installed a minimum of 2.5 ft. away from foundation.
- All proposed trees to be installed a minimum of 5 feet away from proposed walls (masonry and/or retaining) and underground utilities.
- 4. All disturbed areas in the right-of-way to be repaired with sod.





LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

REG. NO.

DATE

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SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE

LANDSCAPE & IRRICATION DESIGN
BOX 945383 • MATILAND, ROBIDA 3279 • PH, (407) 376-1423
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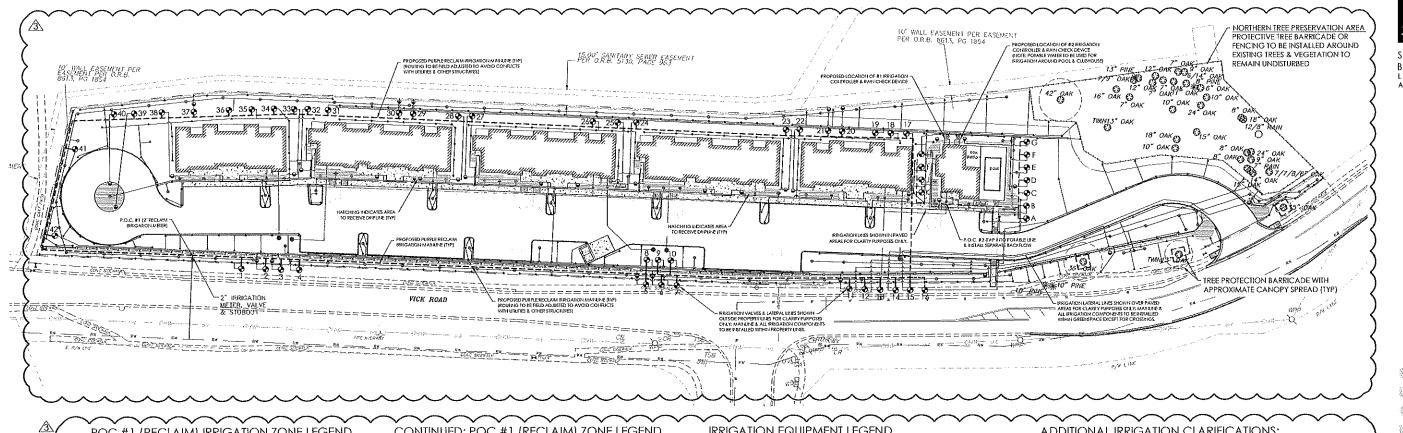
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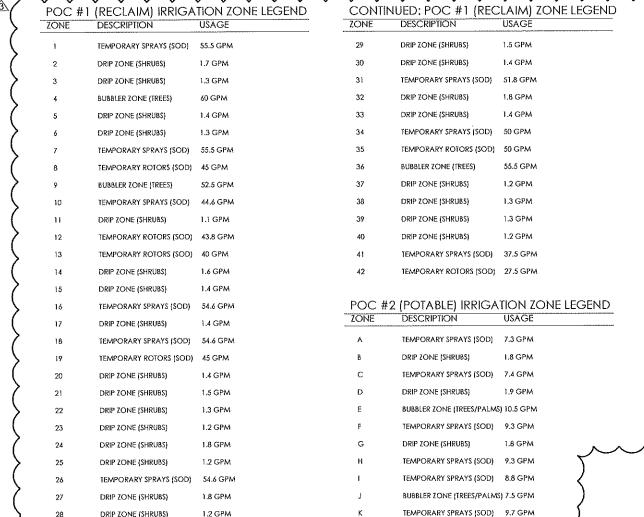
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IRRIGATION EQUIPMENT LEGEND SPECIFICATIONS/DESCRIPTION

P.O.C. #1 2" RECLAIM IRRIGATION METER WITH BACKFLOW PREVENTER

3/"TAP INTO POTABLE WATER (WITH BACKFLOW PREVENTER) FOR RIGATION AROUND POOL & CLUBHOUSE AREA

(2) HUNTER REMOTE RAIN CHECK DEVICES

C1 C2 (2) RAINBIRD OUTDOOR ESP-LX IRRIGATION CONTROLLERS UPON COMPLETION OF INSTALLATION, ADHERE A STICKER TO THE CONTROLLER WITH A ZONE LEGEND, DATE INSTALLED, INSTALLER'S NAME/COMPANY & PERMIT NUMBER.

RAINBIRD 2" PGA SERIES ELECTRIC VALVE INSTALLED IN A 12" AMETEK VALVE BOX WITH PURPLE RECLAIM LID (PURPLE LIDS NOT REQUIRED ON VALVE BOXES FOR POOL AREA IRRIGATION;

RAINBIRD FLUSH VALVE FOR DRIP ZONES

PURPLE RECLAIM IRRITROL BURBLERS INSTALLED LISING, K" FLEX REQUIRED ON POTABLE WATER AROUND POOL AREA)

HUNTER ROTORS (TEMPORARY IRRIGATION ZONES ONLY) WITH

RAINBIRD LOW-VOLUME 1806-PRS 6" POP-UP SPRAY HEADS WITH ROTARY STREAM NOZZLE & PURPLE HEADS OR CAPS (PURPLE HEADS OR CAPS NOT REQUIRED ON POTABLE WATER SPRAYS AROUND POOL AREA)

RAINBIRD XF SERIES PURPLE (RECLAIM) ON SURFACE DRIPLINE WITH 12" INLINE EMITTERS, DRIP LINES TO BE SPACED 12" APART (BROWN DRIPLINE TO BE USED ON POTABLE DRIP ZONES AROUND CLUBHOUSE)

2 1/2" PURPLE RECLAIM IRRIGATION MAINLINE, CLASS 200 PVC NOTE: INSTALL 1 1/4" WHITE PVC MAINLINE AROUND POOL AREA

IRRIGATION PURPLE (RECLAIM) LATERAL LINES TO BE SIZED & INSTALLED BY THE IRRIGATION CONTRACTOR, VELOCITY IN THE LATERAL PIPES NOT TO EXCEED 5 FEET PER SECOND IN EACH ZONE, NOTE: WHITE PVC LATERAL LINES TO BE USED ON POTABLE SYSTEM AROUND POOL.

243

ADDITIONAL IRRIGATION CLARIFICATIONS:

- 1. VELOCITY IN THE LATERAL PIPES NOT TO EXCEED 5 FEET PER SECOND IN EACH ZONE.
- 2. ALL IRRIGATION LINES UNDER PAVED AREAS TO BE SLEEVED WITH SCH. 40 SLEEVING SIZED AT LEAST (2) TIMES THE DIAMETER OF THE IRRIGATION LINE SIZE

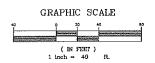
3. AVOID CONFLICT WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES & EXISTING TREES DURING INSTALLATION OF PROPOSED IRRIGATION SYSTEM, FIELD ADJUST LAYOUT AS

4. TREE BUBBLERS, SOD SPRAYS, ROTORS & DRIPLINE DESIGNED TO BE ON SEPARATE ZONES.

5. ALL IRRIGATION DISTRIBUTION EQUIPMENT MUST BE 24" FROM VERTICAL STRUCTURES.

IRRIGATION RISERS ARE NOT ALLOWED





IRRIGATION PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

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DATE

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BOJACK LANDSCAPE ARCHITECTURE

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2. ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UE-14/1. DIRECT BURIAL CABLE, ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES ONLY USING RAINBIRD SNAP-TITE CONNECTORS AND SEALANT.

3. UNLESS OTHERWISE INDICATED, PIPE TO A SINGLE SPRAY HEAD SHALL BE ½" PVC CL-315 PIPING.

4. ALL MAINLINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18 INCHES, ALL LATERAL PIPING

5. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE OWNER OR ARCHITECT ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLER.

6. THE IRRIGATION CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.

7. ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES AND REGULATIONS.

8. ALL PIPING ON THE PLANS IS DIAGRAMMATICALLY ROUTED FOR CLARITY AND SHALL BE ROUTED TO AVOID NEW AND EXISTING PLANTS, DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY UPON APPROVAL OF THE LANDSCAPE ARCHITECT.

9. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC

10. 115 VOLT, SINGLE PHASE ELECTRICAL POWER IS REQUIRED TO OPERATE THE IRRIGATION CONTROLLER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF THE POWER WITH THE OWNER OR OWNER'S REPRESENTATIVE, IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO SEE THAT THE CONTROLLER IS WIRED IN ACCORDANCE WITH ALL ELECTRICAL CODES BY A LICENSED ELECTRICIAN. ALL MATERIALS NECESSARY TO WIRE THE CONTROLLER SHALL BE FURNISHED BY THE IRRIGATION

11. THE IRRIGATION CONTRACTOR SHALL CHOOSE THE APPROPRIATE NOZZLES TO PROVIDE MAXIMUM COVERAGE

12. ALL LANDSCAPE IRRIGATION SYSTEMS SHALL BE LOW-VOLUME IRRIGATION SYSTEMS. A LOW-VOLUME IRRIGATION SYSTEM IS DESIGNED TO PROVIDE NO MORE THAN THE MINIMUM AMOUNT OF WATER REQUIRED BY ANY SPECIFIC LANDSCAPE MATERIAL TO ENSURE SURVIVAL OF THAT MATERIAL. SUCH A SYSTEM UTILIZES A COMBINATION OF SPRINKLER MECHANISMS AND ZONES TO ACCOMODATE THE INDIVIDUAL IRRIGATION REQUIREMENTS OF EACH TYPE OF LANDSCAPE MATERIAL, INCLUDING TREES, SHRUBS, ORNAMENTALS AND

13. ALL UNDERGROUND IRRIGATION SYSTEMS SHALL BE REGULATED BY AN AUTOMATIC TIMER OR

14. THE DESIGN OF THE IRRIGATION SYSTEM SHALL INCLUDE SPRINKLER HEADS AND DEVICES APPROPRIATE FOR THE LANDSCAPE MATERIALS TO BE IRRIGATED.

15. LOW TRAJECTORY HEADS OR LOW-VOLUME WATER DISTRIBUTING DEVICES SHALL BE USED TO IRRIGATE CONFINED AREAS IN ORDER TO PREVENT OVERSPRAY ONTO IMPERVIOUS AREAS.

16. IRRIGATION SYSTEMS SHALL BE DESIGNED TO PLACE HIGH WATER DEMAND AREAS, SUCH AS LAWNS, ON SEPARATE ZONES FROM THOSE AREAS WITH REDUCED WATER REQUIREMENTS.

17. AUTOMATICALLY CONTROLLED IRRIGATION SYSTEMS SHALL BE OPERATED BY AN IRRIGATION CONTROLLER THAT IS CAPABLE OF IRRIGATING HIGH REQUIREMENT AREAS.

IRRIGATION SYSTEM MAINTENACE CHECKLIST

- Make sure the controller (timer) is set to the correct water restrictions.
- _ Check each zone once per month to ensure there are no broken irrigation heads and that you have 100% coverage.
- _ Adjust_each zone twice per year to ensure the correct spray pattern and to ensure impervious surfaces are not being watered.
- ___ Set irrigation frequency to once per week during the months of December, January and February and twice per week the rest of the months. Make sure the day and time corresponds to the local water restrictions.
- _ Add mulch to landscape as needed to maintain 3-inches on all beds.
- _Check rain sensor quarterly to make sure it is functioning.
- _Calibrate inigation zones once per year using flat-bottomed cans so that no more than 1/2-inch per application is applied in the high volume zone, no more than 1/2-inch per application is applied in the medium volume zone, and no more than 1/8-inch per application is applied in the low volume zone. The above mentioned settings presume two watering days per week. Note: Controller must be adjusted to keep the imgation within the water restrictions time frame.

_ If your system is equipped with a filter, check and/or clean the filter

If someone other than the owner does the above checks, it is recommended they be a Licensed Irrigation Contractor and a member of the Florida Irrigation Society.

ADDITIONAL IRRIGATION CLARIFICATIONS:

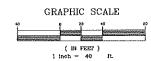
- 1, VELOCITY IN THE LATERAL PIPES NOT TO EXCEED 5 FEET PER SECOND IN EACH ZONE.
- 2. ALL IRRIGATION LINES UNDER PAVED AREAS TO BE SLEEVED WITH SCH. 40 SLEEVING SIZED AT LEAST (2) TIMES THE DIAMETER OF THE IRRIGATION LINE SIZE.

3. AVOID CONFLICT WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES & EXISTING TREES DURING INSTALLATION OF PROPOSED IRRIGATION SYSTEM. FIELD ADJUST LAYOUT AS

- 4. TREE BUBBLERS, SOD SPRAYS, ROTORS & DRIPLINE DESIGNED TO BE ON SEPARATE ZONES.
- 5. ALL IRRIGATION DISTRIBUTION EQUIPMENT MUST BE 24" FROM VERTICAL STRUCTURES.

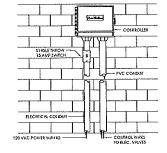
IRRIGATION RISERS ARE NOT ALLOWED



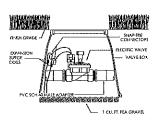


IRRIGATION DETAILS

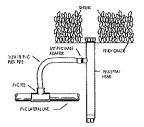
IRRIGATION DETAILS



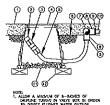
RAINBIRD WALL MOUNT IRRIGATION CONTROLLER



RAINBIRD MODEL PGA SERIES



RAINBIRD MODEL 1806 - 6" POP-UP



RAINBIRD XFD ON-SURFACE DRIPLINE FLUSH POINT WITH EASY FIT COMPRESSIONS FITTINGS

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE

DATE

BOJACK ARCHITECTURE

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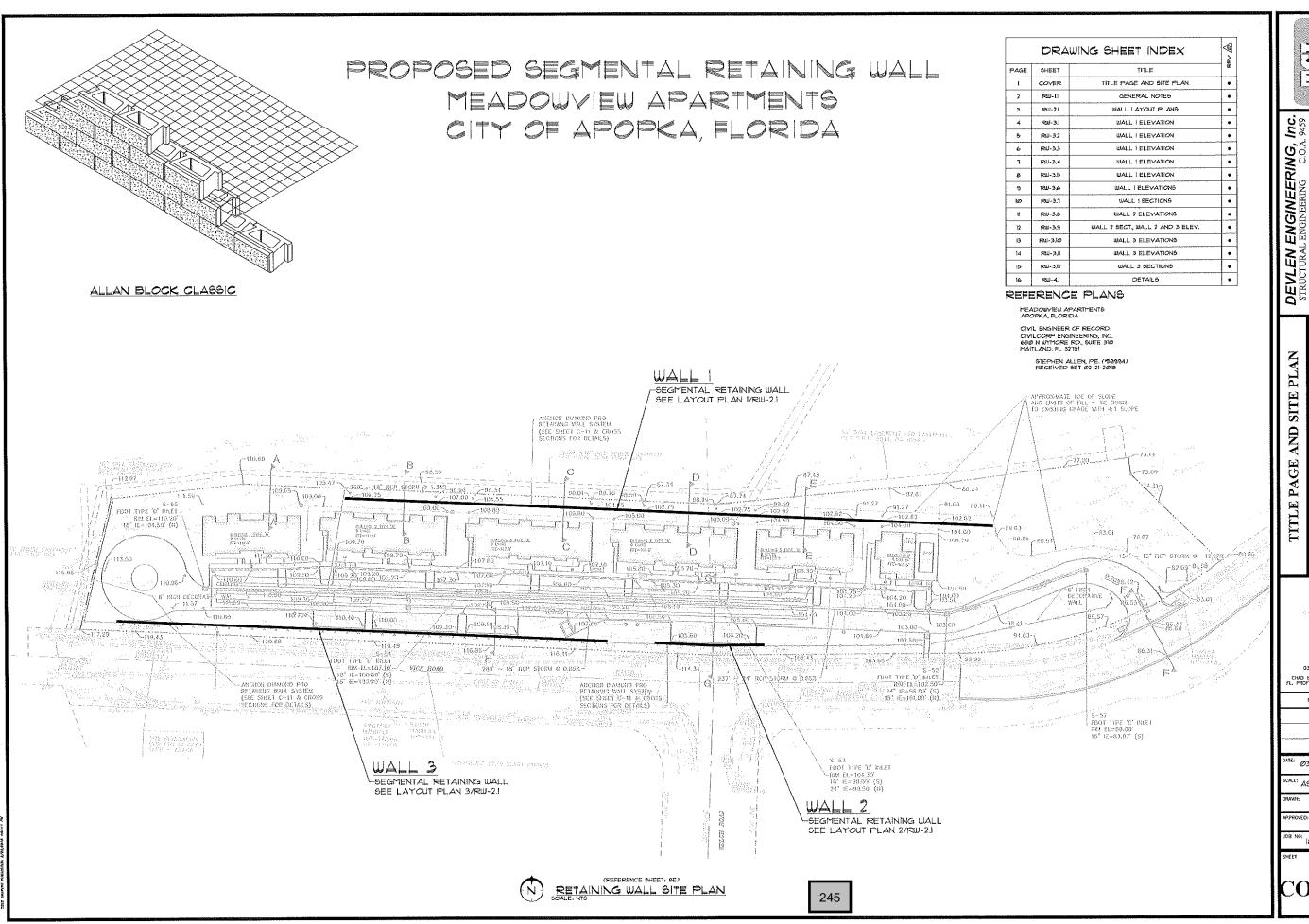
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3 4/02/18

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DRAWN BY: K

REG. NO.



MEADOWVIEW APARTMENTS 1611 VICK RD. APOPKA, FL 32712

CHAD E. HATCHER P.E. L. PROF. REG. NO. 841

REVISIONS

03/23/2018 SCALE: AS NOTED

DRAWN: MED ROVEO: CEH

COVER

GENERAL NOTES

- RETAINING WALL HAS BEEN DESIGNED IN ACCORDANCE WITH SECTIONS WIS AND 180124 OF THE FLORIDA BUILDING CODE, 5TH EDITION (2014) AND SECTIONS & AND 1 OF THE NOMA 'DESIGN MANUAL FOR SEGMENTAL RETAINING WALLS', 3RD EDITION, THE WALLS HAVE NOT BEEN CHECKED FOR THE DETERMINATION AND/OR VERRIFICATION OF THE BEARING CAPACITY AND STRENGTH PROPERTIES OF THE IN-SITU FOUNDATION SOILS, LONG TERMINGLIBLE STABILITY OF THE WALLS PRINCIPIES FURBANCHER, SETTLEMENT ESTIMATES, AND GROUND WATER AND SUBSURFACE DRAINAGE CONSIDERATIONS.
- THIS RETAINING WALL HAS BEEN EVALUATED FOR WINDS LOADS IN ACCORDANCE WITH CHAPTER IS OF THE FLORIDA BUILDING CODE, 5TH EDITION (72014) AS FOLLOWS:
 RISK CATEGORY:
 ULTIMATE DESIGN WIND SPEED
 NOMINAL DESIGN WIND SPEED
 120 MPH (3-SECOND GUST)

A GEOTECHNICAL REPORT WAS NOT FURNISHED FOR THIS PROJECT, THE DESIGN IS BASED UPON THE FOLLOWING ASSUMED SOIL PROPERTIES. THESE PROPERTIES SHALL BE SUBJECT TO REVIEW AND APPROVAL OF DUNERS SITE EXCINEERS SI

6P 11Ø PCF 3Ø DEGREE6 DENSITY: FRICTION ANGLE: RETAINED SOIL USCS CLASSIFICATION: USCS CLASSIFICAT DENSITY: FRICTION ANGLE: IIØ PCF 3Ø DEGREES IN-SITU SOIL. USCS CLASSIFICATION: DENSITY: FRICTION ANGLE:

LEVELING PAD.
USCS CLASSIFICATION:
DENSITY:
FRICTION ANGLE: GW MØ PCF 39 DEGREES.

ASSUMED MINIMUM ALLOWABLE SOIL BEARING CAPACITY = 1500 PSF

- THE CONTRACTOR 15 TO VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND START OF CONSTRUCTION AND NOTIFY THE SITE ENGINEER IMMEDIATELY OF ANY SITE CONDITIONS THAT DIFFER FROM THOSE SHOUN ON THE DRAWING(S) THAT WOULD PRECLUDE THE CONSTRUCTION BEING PERFORMED IN THE MANNER SHOUN ON THESE DRAWING
- REFER TO THE PROJECT CIVIL ENGINEER-OF-RECORD'S DRAWINGS FOR ALL DIMENSIONS NOT GIVEN OR INDICATED. ANY DIMENSION DISCREPANCIES FOUND ON THE SITE DRAWINGS SHALL BE COORDINATED WITH THE REMINEER-OF-RECORD FRORT OF CONSTRUCTION.
- EURCHARGE LIVE LOAD: 120 PSF 9URCHARGE DEAD LOAD: 40 PSF 5URCHARGE LIVE LOADS AND DEAD LOADS ARE APPLIED AT THE START OF THE GRADE BEHIND THE WALL, WILESS NOTED OTHERWISE.
- THE CONTENTS OF THIS SUBMITTAL SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE CUINER'S SITE ENGINEER'S) PRIOR TO CONSTRUCTION OF WALL(S).
- BEARING CAPACITY AND STRENGTH PROPERTIES OF THE IN-SITU FOUNDATION SOILS, LONG TERT GLOBAL STABILITY OF THE WALL STRUCTURE EMBANCYENT, SETTLEMENT ESTIMATES, AND GROUND WATER AND SUBSIFIESCE DRAINAGE SHALL BE CONSIDERED AND EVALUATED BY THE OWNER'S SITE ENGINEER'S) PRIOR TO CONSTRUCTION.

STRUCTURAL NOTES

- WORK SHALL CONSIST OF FURNISHING AND CONSTRUCTION OF A CONCRETE RETAINING WALL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, DESIGN AND DIMENSIONS SHOWN ON THE CONSTRUCTION DRAWINGS, NO ALTERNATE WALL SYSTEMS WILL BE CONSIDERED.
- WORK INCLUDES PREPARING FOUNDATION SOIL, FURNISHING AND INSTALLING A LEVELING PAD UNIT DRAINAGE FILL, A GEOSTNIHEITIC SOIL REINFORCEMENT OF THE TYPE, SIZE, LOCATION AND LENSTINS DESIGNATED ON THE CONSTRUCTION DRAWINGS AND EXCKFILL TO THE LINES AND GRADES ON THE CONSTRUCTION DRAWINGS.
- ALLAN BLOCK CONCRETE RETAINING WALL UNITS SHALL BE ALLAN BLOCK CLASSIC UNITS, LAID IN RUNNING BOND, NOTINALLY LOCATED AT THE MIDPOINT OF VERTICALLY ADJACENT UNITS, IN BOTH STRAIGHT AND CURVED ALIGNMENTS.
- D. BASE LEVELING PAD MATERIAL SHALL CONSIST OF A CRUSHED STONE BASE OR GRANLLAR FILL MEETING THE FOLLOWING GRADATION AS DETERMINED IN ACCORDANCE WITH ASTIT D448:

SIEVE SIZE 1 INCH NO. 4 NO. 40 NO. 200 PERCENT PASSING 35 - 70 10 - 35 3 - 10

UNIT DRAINAGE AGGREGATE SHALL CONSIST OF CLEAN, CRUSHED STONE OR GRANULAR FILL MEETING THE FOLLOWING GRADATION AS DETERMINED IN ACCORDANCE WITH ASTM

SIEYE SIZE 1 INCH 3/4 INCH NO. 4 PERCENT PASSING 15 - 100 0 - 60 0 - 50 NO. 200

- PLACE IZ INCHES OF DRAINAGE FILL AGGREGATE WITHIN THE CORES OF, BETWEEN, AND BEHIND THE UNITS AS INDICATED ON THE CONSTRUCTION DRAWINGS, CAP THE DRAINAGE AGGREGATE ZONE WITH IZ INCHES OF IMPERVIOUS MATERIAL (CLAYEY SOIL OR SIMILAR MATERIAL WHICH WILL PREVENT PERCOLATION INTO THE DRAINAGE ZONE BEHIND THE WALL).
- REINFORCED BACKFILL SHALL BE FREE OF ORGANICS AND DEBRIS AND CONSISTING OF SP TYPE CLASSIFIED SOIL IN ACCORDANCE WITH ASTM D148T AND THE UCS CLASSIFICATION SYSTEM AND COMPACTED IN ACCORDANCE WITH ASTM D1556 OR ASTM D2927. MAXIMUM PARTICLE SIZE IS 4 INCHES.
- GEOSYNTHETIC SOIL RENFORCEMENT SHALL BE STRATAGRID SG-200 OR BETTER AS MANUFACTURED BY STRATA SYSTEMS, INC.
- GEOTEXTILE FILTER FABRIC SHALL BE N-SERIES FILTER FABRIC AS MANUFACTURED BY TENCATE GEOSYNTHETICS OR BETTER.
- THE CONTRACTOR SHALL EXCAVATE AND BACKFILL TO THE LINES AND GRADES SHOUN ON THE CONSTRUCTION DRAWINGS. IT IS ASSUMED THAT ALL PROBLEMATIC SOLLS (ORGANIC, EXPANSIVE, ETC.) WILL BE REMOVED AND REPLACED WITH SUITABLE STRUCTURAL FILL.
- ANY FILL REQUIRED TO BACKFILL EXCAVATED AREA OR ACHIEVE FINISH GRADE IN STRUCTURAL, AREAS SHALL BE AS INDICATED BY THE GEOTECHNICAL ENGINEER.
- SOIL COMPACTION UNLESS NOTED OTHERWISE IN THE GEOTECHNICAL REPORT, SHALL
- BOIL COMPACTION, UNLESS NOTED OTHERSUISE IN THE SECTECHNICAL REPORT, SHALL ADHERE TO THE FOLLOWING MINIMUM REGUIREMENTS:

 2-Ø* MINIMUM LEVELING PAD TREINCH: SHALL BE COMPACTED TO A MINIMUM DEPTH
 OF ONE (I) FOOT BELOW STRIPPED GRADE, ANY LODGE, SOFT OR UNDESIRABLE
 MATERIAL, SHALL BE REPROYED AND REPLACED WITH STRUMBAL FILL IN LEVEL LIFTS
 NOT TO EXCEED IN NOMES LOOSE THICKNESS, AND COMPACTED TO A TIMINAT OF 55%
 OF THE SOILS MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM
 SPECIFICATION OF 1851.
- BASE LEVELING PAD MATERIAL SHALL BE PLACED ON COMPACTED BOIL TO THE DEPTHS, UNDTHS, LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWNES, TO A MINIMUM THICKNESS OF 6 INCHES AND EXTEND LATERALLY A MINIMUM OF 6' TN FRONT AND BEHIND
- BASE LEVELING PAD MATERIAL SHALL BE COMPACTED AND PREPARED TO INSURE FULL CONTACT TO THE BASE SURFACE OF THE RETAINING WALL CONCRETE UNITS.

ALLAN BLOCK UNIT INSTALLATION

- FIRST COURSE OF UNITS SHALL BE PLACED ON THE LEVELING PAD AT THE AFFROPRIATE LINE AND GRADE, ALIGNMENT AND LEVEL SHALL BE CHECKED IN ALL DIRECTIONS AND INSURE THAT ALL UNITS ARE IN FULL CONTACT WITH THE BASE AND PROPERLY SEATED.
- PLACE THE FRONT OF UNITS SIDE-BY-SIDE, DO NOT LEAVE GAPS BETWEEN ADJACENT UNITS, LAYOUT OF CORNERS AND CURVES SHALL BE IN ACCORDANCE WITH MANEACTURER'S RECOTTENDATIONS.
- NOTALL EACH SUCCEEDING COURSE, BACKFILL AS EACH COURSE IS COMPLETED, PULL THE UNITS FORWARD UNTIL THE LOCATING SURFACE OF THE UNITS CONTACT THE LOCATING SURFACE OF THE UNITS IN THE PRECEDING COURSE. INTERLOCK WALL SEGMENTS THAT MEET AT CORNERS BY OVERLAPPING SUCCESSIVE COURSE. ATTACH CONCRETE RETAINING WALL WITS AT EXTERIOR CORNERS WITH SPECIFIED AD HEISING.
- GEOTEXTILE FILTER FABRIC SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANIFACTURERS NISTALLATION INSTRUCTION AS THE WALL IS LAID UP AND THE DRAINAGE FILL MATERIAL IS FLACED AND COMPACTED.
- F. MAXIMUM STACKED VERTICAL HEIGHT OF WALL UNITS, PRIOR TO UNIT DRAINAGE FILL AND BACKFILL PLACEMENT AND COMPACTION, SHALL NOT EXCEED ONE COURSE.

STRUCTURAL GEOGRID INSTALLATION

- A. INSTALL GEOSTITHETIC SOIL REINFORCEMENT IN ACCORDANCE WITH THE MANUFACTURER'S RECOPPENDATIONS. ORIENT THE GEOSTITHETIC SOIL REINFORCEMENT WITH THE HIGHEST STERNATH AXIS FEREPRENDICULAR TO THE WALL FACE.
- B. GEOSYNTHETIC SOIL REINFORCEMENT SHALL BE PLACED AT THE STRENGTHS, LENGTHS AND ELEVATIONS SHOWN ON THESE CONSTRUCTION DESIGN DRAWINGS.
- THE GEOSYNTHETIC SOIL REINFORCEMENT SHALL BE LAID HORIZONTALLY ON TOP OF THE CONCRETE BLOCK UNITS AND THE COMPACTED BACKFILL SOILS, PLACE THE GEOSYNTHETIC SOIL, REINFORCEMENT TO WITHIN ONE INCH OF THE FACE OF THE CONCRETE RETAINING WALL UNITS, PLACE THE NEXT COURSE OF CONCRETE RETAINING WALL UNITS WITH THE NEXT OF THE PLACE THE NEXT COURSE OF CONCRETE RETAINING WALL UNITS ON THE GEOSYNTHETIC SOIL REINFORCEMENT.
- THE GEOSYNTHETIC SOIL REINFORCEMENT SHALL BE IN TENSION AND FREE FROM WRINKLES PRIOR TO PLACEMENT OF BACKFILL SOILS ON TOP OF THE GEOSYNTHETIC SOIL. REINFORCEMENT.
- GEOSYNTHETIC SOIL, REINFORCEMENTS SHALL BE CONTINUOUS THROUGHOUT THEIR EMBEDMENT LENGTHS AND PLACED SIDE 18Y -SIDE TO PROVIDE 100% COVERAGE AT EACH LEVEL, SPLICED CONNECTIONS BETWEEN SHORTER PIECES OF GEOSYNTHETIC SOIL REINFORCEMENT OR GAPS BETWEEN ADJACENT PIECES OF GEOSYNTHETIC SOIL RENFORCEMENT ARE NOT PERMITTED
- F. GEOGRID NOMENCLATURE: STRATAGRID 200 600

GEOGRID LENGTH IN

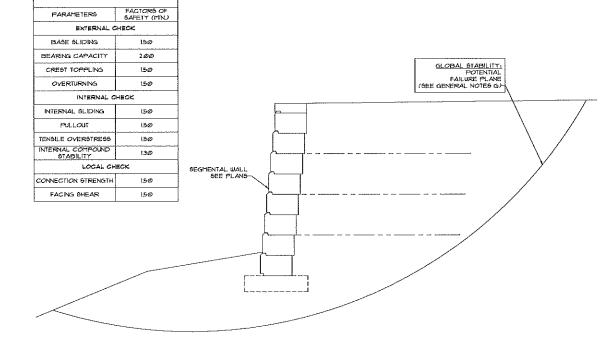
REINFORCED BACKFILL PLACEMENT

- REINFORCED BACKFILL SHALL BE FLACED, SPREAD AND COMPACTED IN SUCH A MANNER THAT MINIMIZES THE DEVELOPMENT OF SLACK IN THE GEOSYNTHETIC SOIL REINFORCEMENT AND INSTALLATION DAMAGE.
- REINFORCED BACKFILL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED 6 INCHES WHERE HAND COMPACTION IS USED, OR 8 TO 10 INCHES WHERE HEAVY COMPACTION EQUIPMENT IS USED, LIFT THICKNESS SHALL BE DECREASED TO ACHIEVE THE REQUIRED DENSITY AS REQUIRED.
- REINFORCED BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY PER ASTM D698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM DIB51, THE MOISTURE CONTENT OF THE BACKFILL MATERIAL PRIOR TO AND DURING COMPACTION SHALL BE UNIFORMLY DISTRIBUTED THROUGHOUT EACH LAYER AND SHALL BE WITHIN 2 PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT FOR ALL WALL
- D. ONLY LIGHTWEIGHT HAND-OPERATED EQUIPMENT SHALL BE ALLOWED WITHIN 4 FEET FROM THE BACK OF THE RETAINING WALL.
- E. TRACKED CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED DIRECTLY UPON THE GEOSYNTHETIC SOIL REINFORCEMENT, A MINIMUM FILL THICKNESS OF 6 INCHES IS REQUIRED FRIOR TO OPERATION OF TRACKED VEHICLES OVER THE GEOSYNTHETIC SOIL REINFORCEMENT, TRACKED VEHICLE TURNING SHOULD BE KEET TO A MINIMUM TO PREVENT TRACKED FROM DISPLACING THE FILL AND CAMPAGING THE GEOSYNTHETIC SOIL.
- RUBBER TIRED EQUIPMENT MAY PASS OVER GEOSYNTHETIC SOIL RENFORCEMENT AT SLOW SPEEDS, LESS THAN 5 MPH. SUDDEN BRAKING AND SHARP TURNING ON THE GEOSYNTHETIC SOIL RENFORCEMENT SHALL NOT BE ALLOWED.
- G. AT THE END OF EACH DAYS OPERATION, THE CONTRACTOR SHALL SLOPE THE LAST LIFT OF REINFORCEMENT BACKFILL AWAY FROM THE WALL WITS TO DIRECT RANCEF AWAY FROM THE WALL FACE. THE CONTRACTOR SHALL NOT ALLOW SURFACE RUNCEF FROM ADJACENT AREAS TO ENTER THE WALL CONSTRUCTION SITE.
- COMPACTION TESTING SHALL BE DONE IN ACCORDANCE WITH ASTIM DISSO OR ASTIM DISSO. TESTING FREQUENCY SHALL BE ONE TEST FOR EVERY 2 HEET (VERTICAL) OF FILL PLACED AND COMPACTED AND FOR EVERY 50 LINEAL FEET OF RETAINS WALL.

CAP UNITS SHALL BE GLUED TO UNDERLYING UNITS WITH AN ALL-WEATHER ADHESIVE RECOMMENDED BY THE MANUFACTURER.

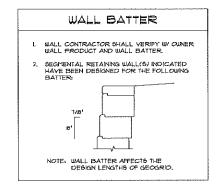
AS-BUILT CONSTRUCTION TOLERANCES

- VERTICAL ALICAMENT: 15" OVER ANY 10" DISTANCE WITH A MAXIMUM DIFFERENTIAL OF 3 INCHES OVER THE LENGTH OF THE WALL.
- IMMEDIATE POST CONSTRUCTION BATTER: WITHIN 2 DEGREES OF DESIGN BATTER OF THE CONCRETE RETAINING WALL UNITS.
- C. HORIZONTAL LOCATION CONTROL FROM GRADING PLAN-9TRAIGHT LINES, (47-1) 1/2 INCHES OVER ANY 10 FOOT DISTANCE. CORNER AND RADIUS LOCATIONS, (47-1) 12 INCHES. CURVES AND SERPENTINE RADII, (47-) 2 FEET.



WALL STABILITY

WALL DESIGN PARAMETERS



Inc. 9459

ENGINEERING, C.O.A.

DEVLEN I

NOTES
APARTMENTS
XK RD. ADOWVIEW / 1611 VIC GENERAL ME

03-23-2018 CHAD E. HATCHER P.E. L. PROF. REG. NO. 8415

REVISIONS

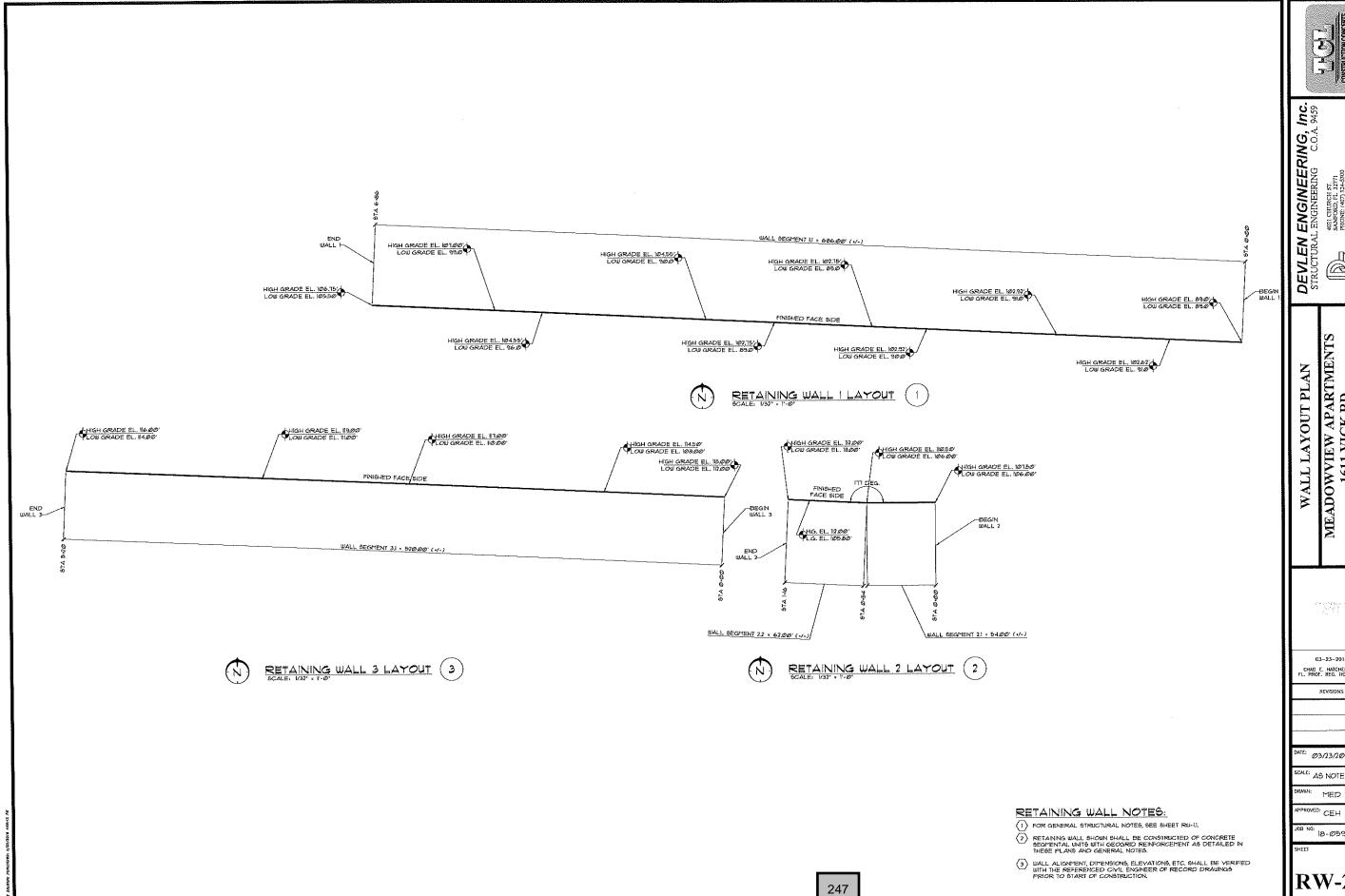
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DOWVIEW APARTMENTS 1611 VICK RD. APOPKA, FL 32712 MEADOW

03-23-2018 CHAD E. HATCHER P.E. FL. PROF. REG. NO. 8415

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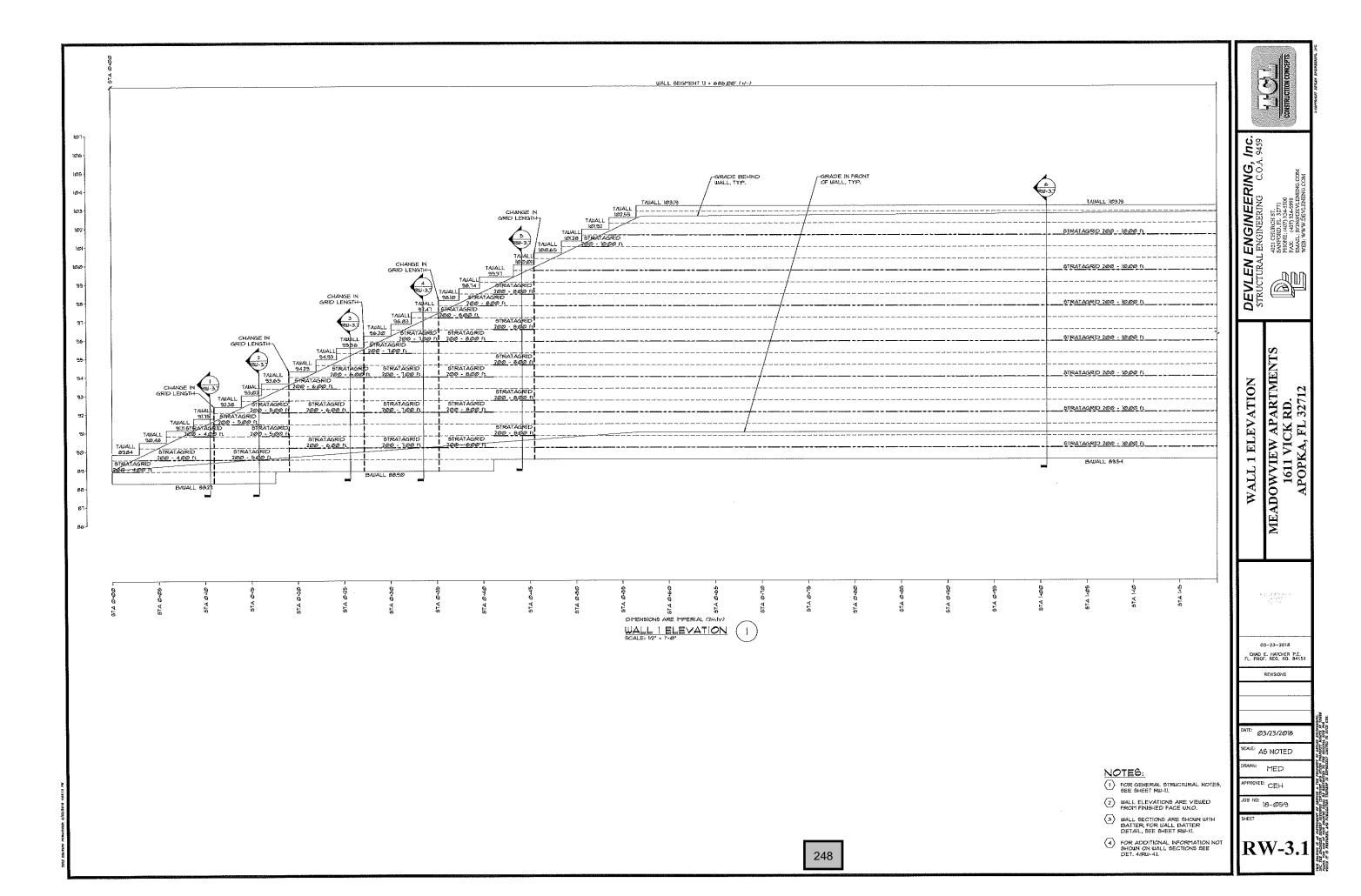
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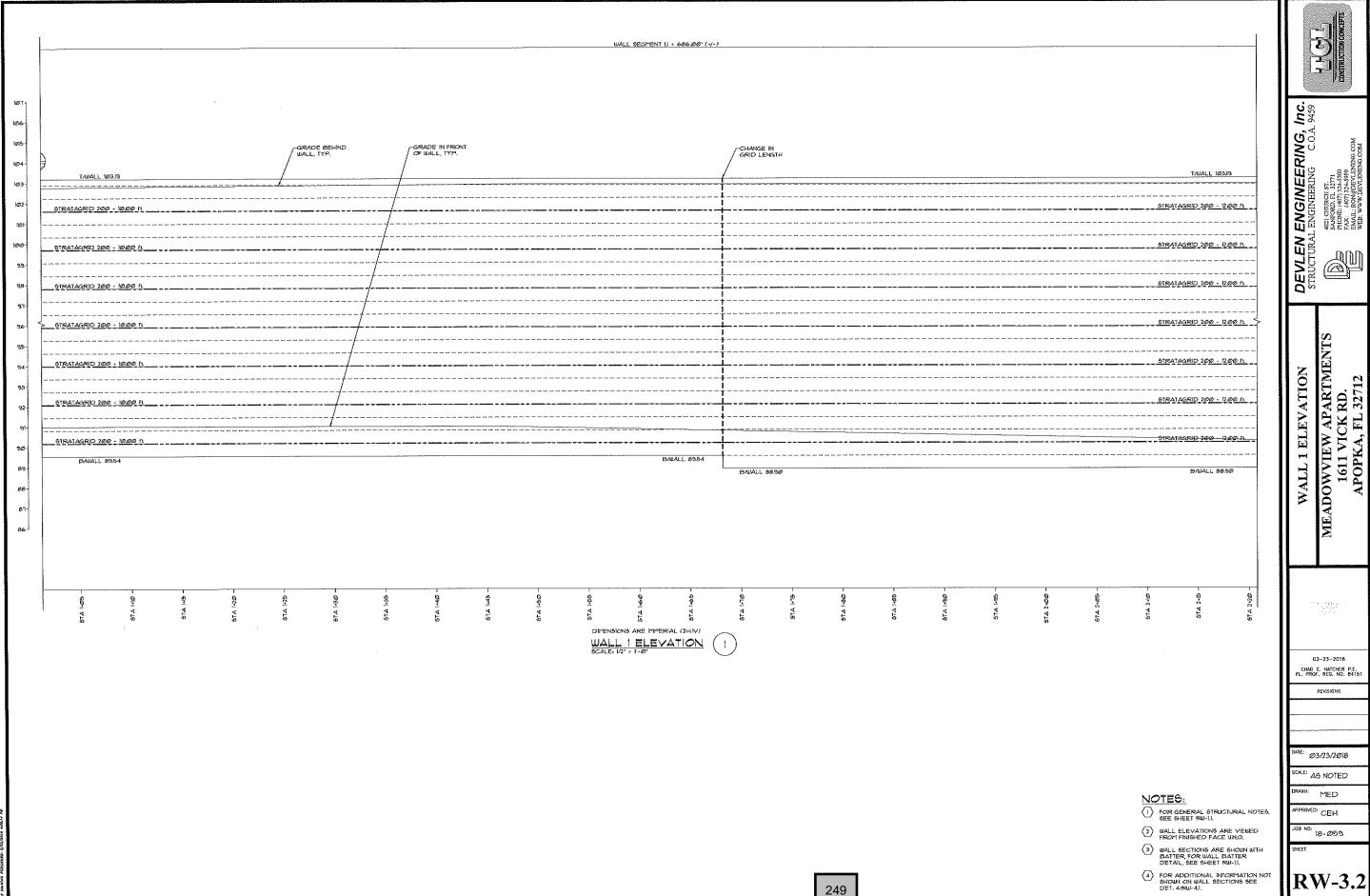
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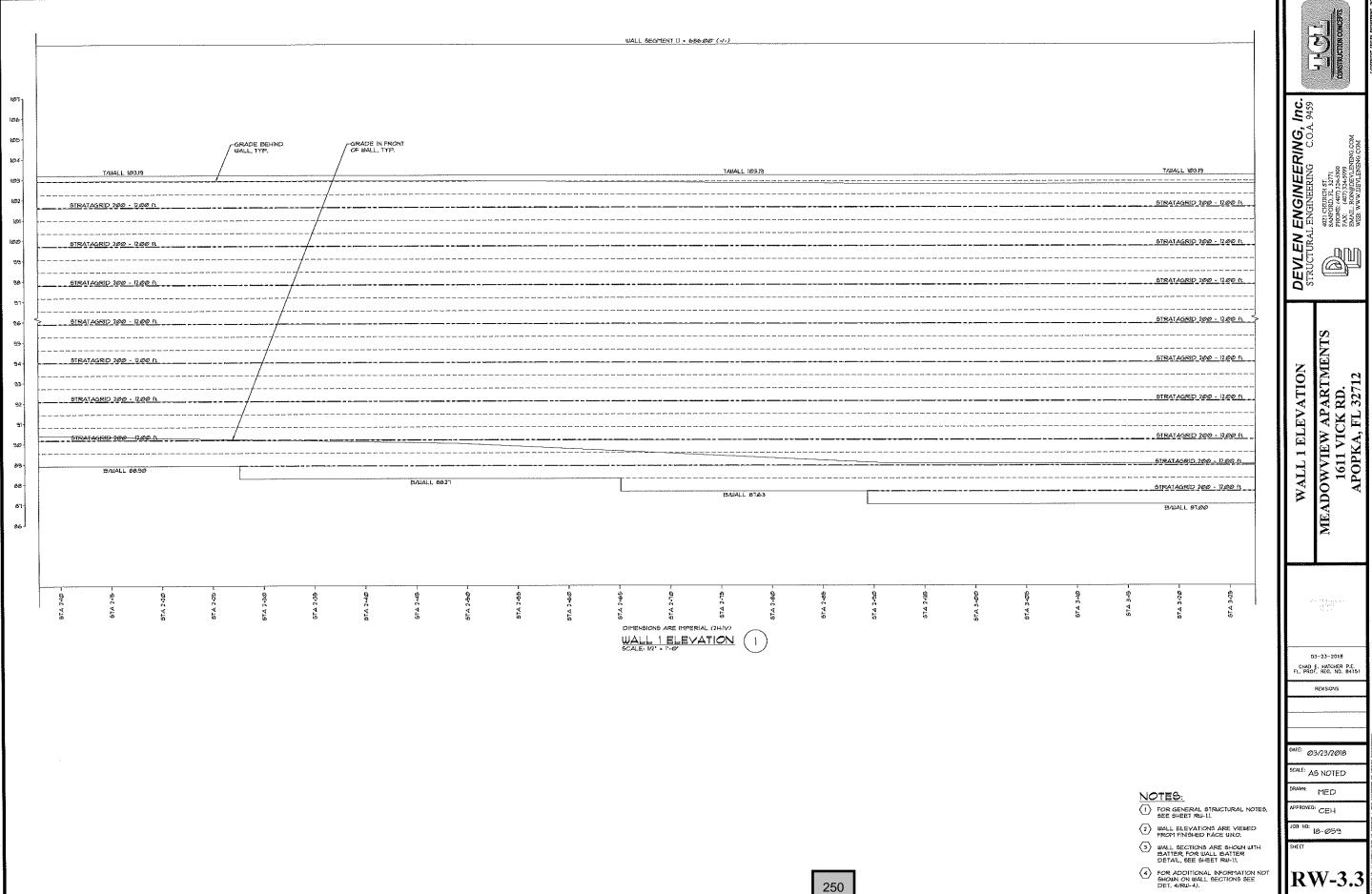


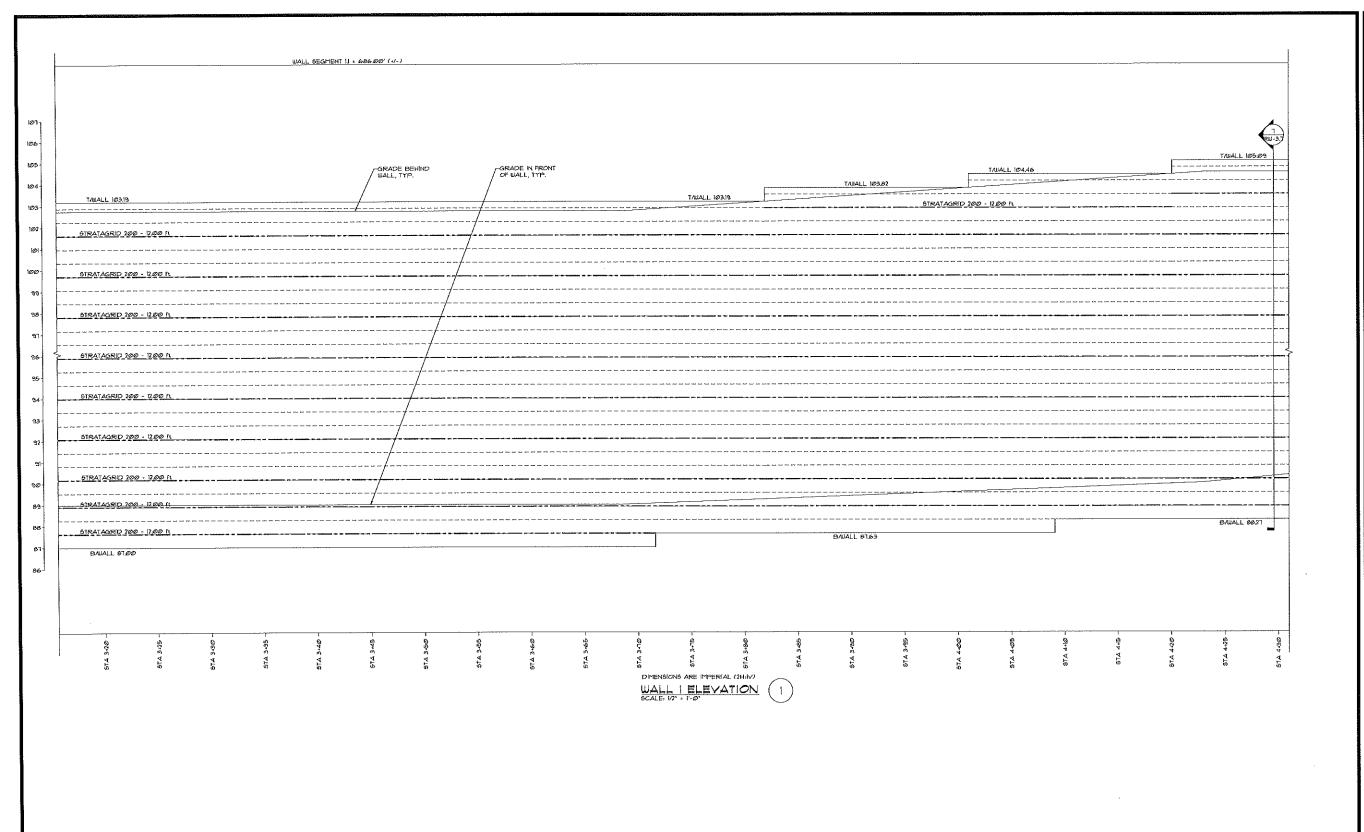
CHAD E. HATCHER P.E. FL. PROF. REG. NO. 8415

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DEVLEN ENGINEERING, Inc.
STRUCTURAL ENGINEERING C.O.A. 9459
4021 CHURCH ST.
A021 CHURCH ST.
SANCHOLD, B. 37711
SANCHOLD, SANCH SANCH STREEMENC COM
BRALL RONGENETINENC COM
WIEN WWW. INSPIRITE STREEMENC COM

/IEW APARTMENTS 11 VICK RD. PKA, FL 32712 WALL 1 ELEVATION

03-23-2018 CHAD E, HATCHER P.E. FL. PROF. REG. NO. 84151

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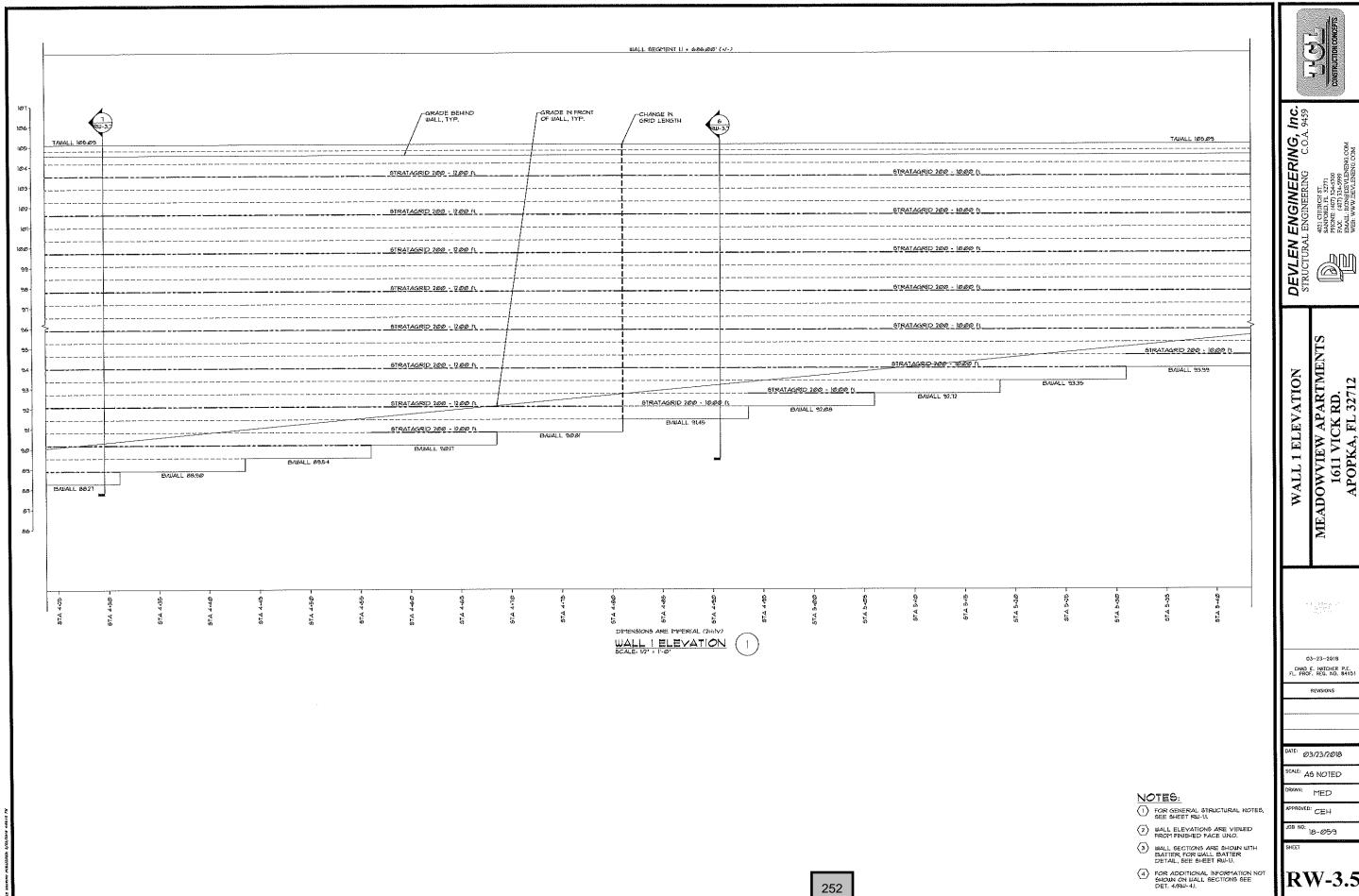
RW-3.4

- NOTES:

 (1) FOR GENERAL STRUCTURAL NOTES, SEE SHEET RU-11.
- 2 WALL BECYTIONS ARE VIEWED FROM FINISHED FACE UND.

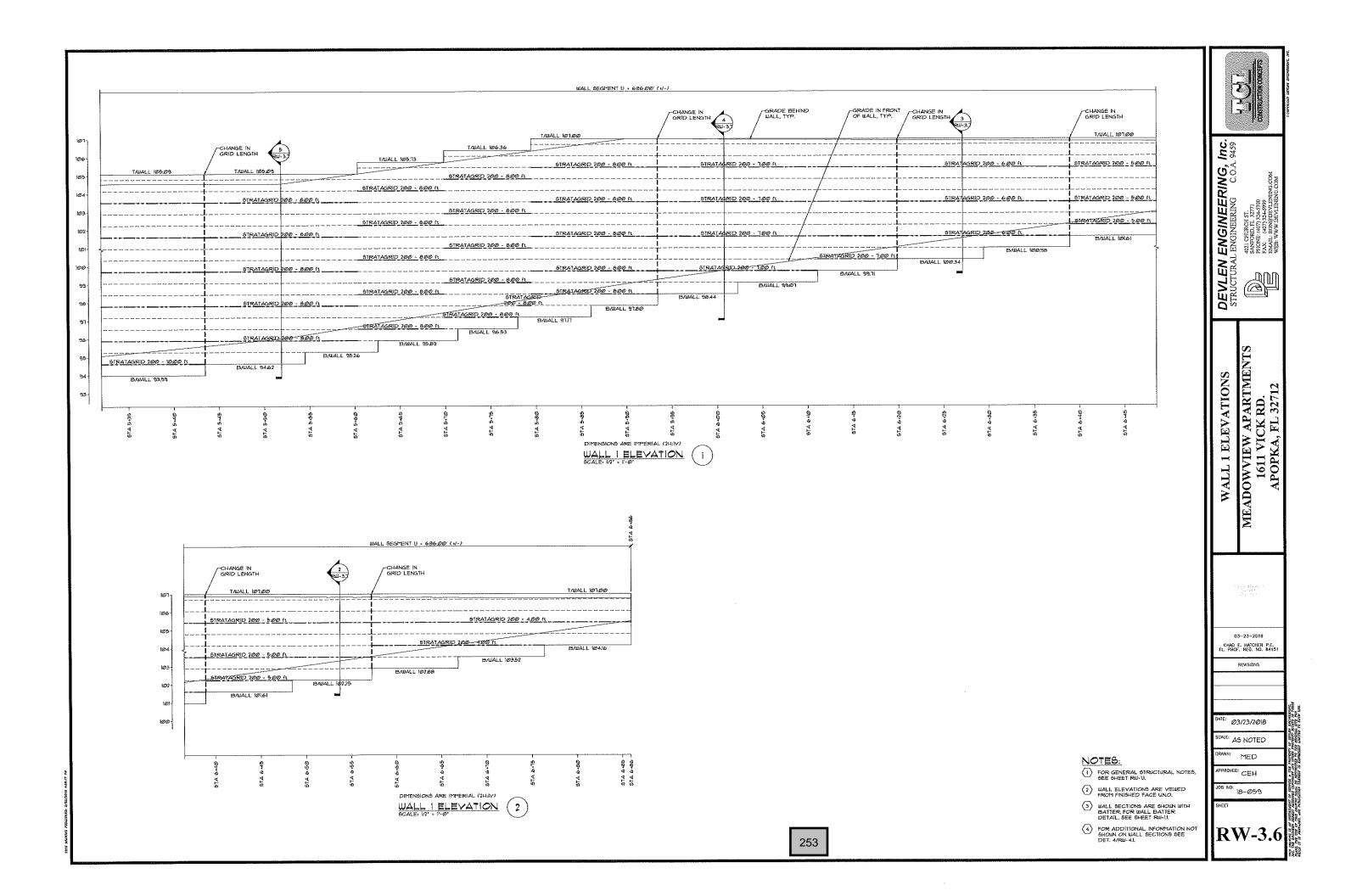
 3 WALL SECTIONS ARE SHOUN WITH BATTER FOR WALL BATTER DETAIL, SEE SHEET RW-IJ.

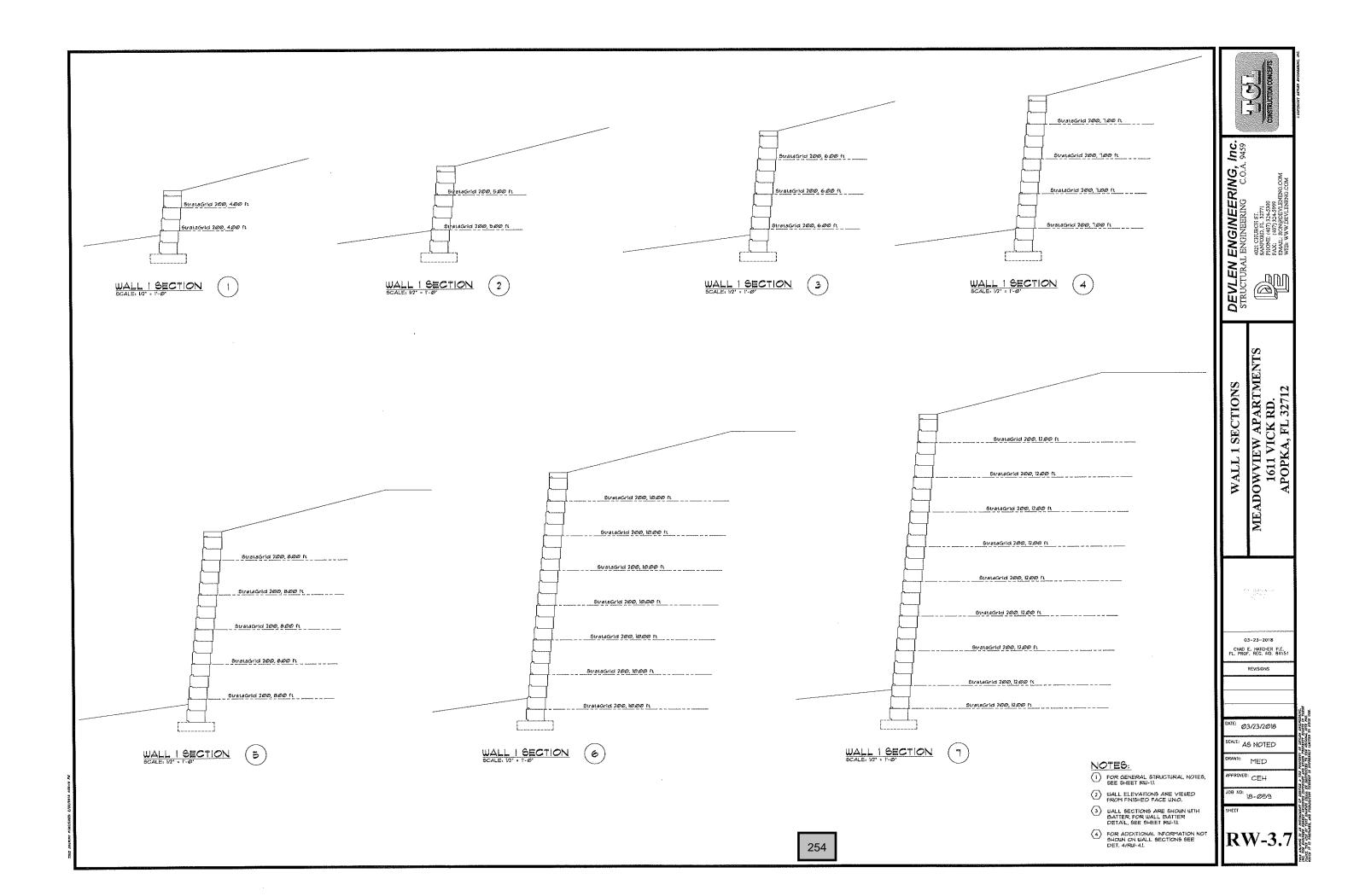
 4 FOR ADDITIONAL NFORMATION NOT SHOUN ON WALL BECTIONS SEE DET, 4/RW-41.

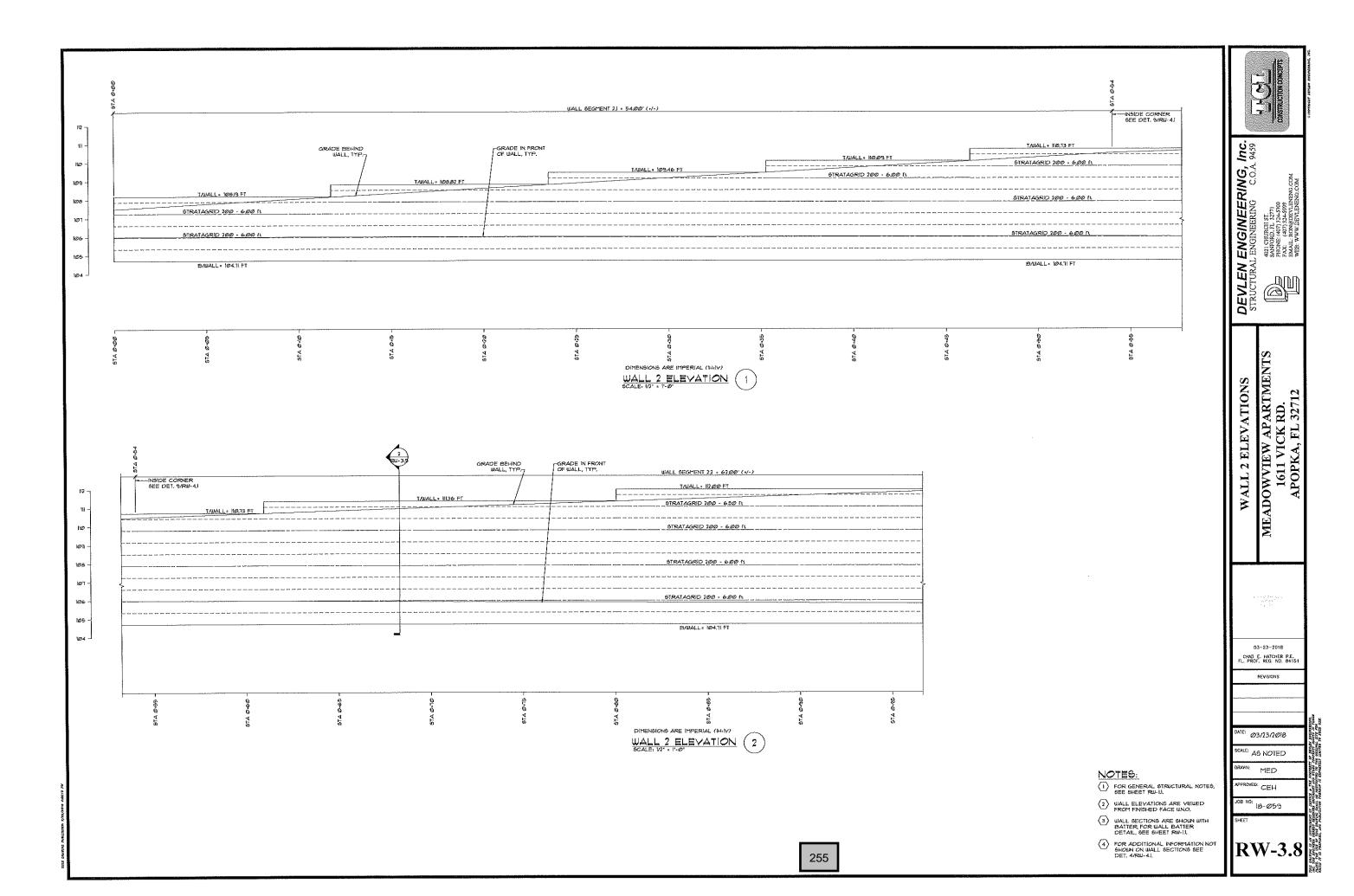


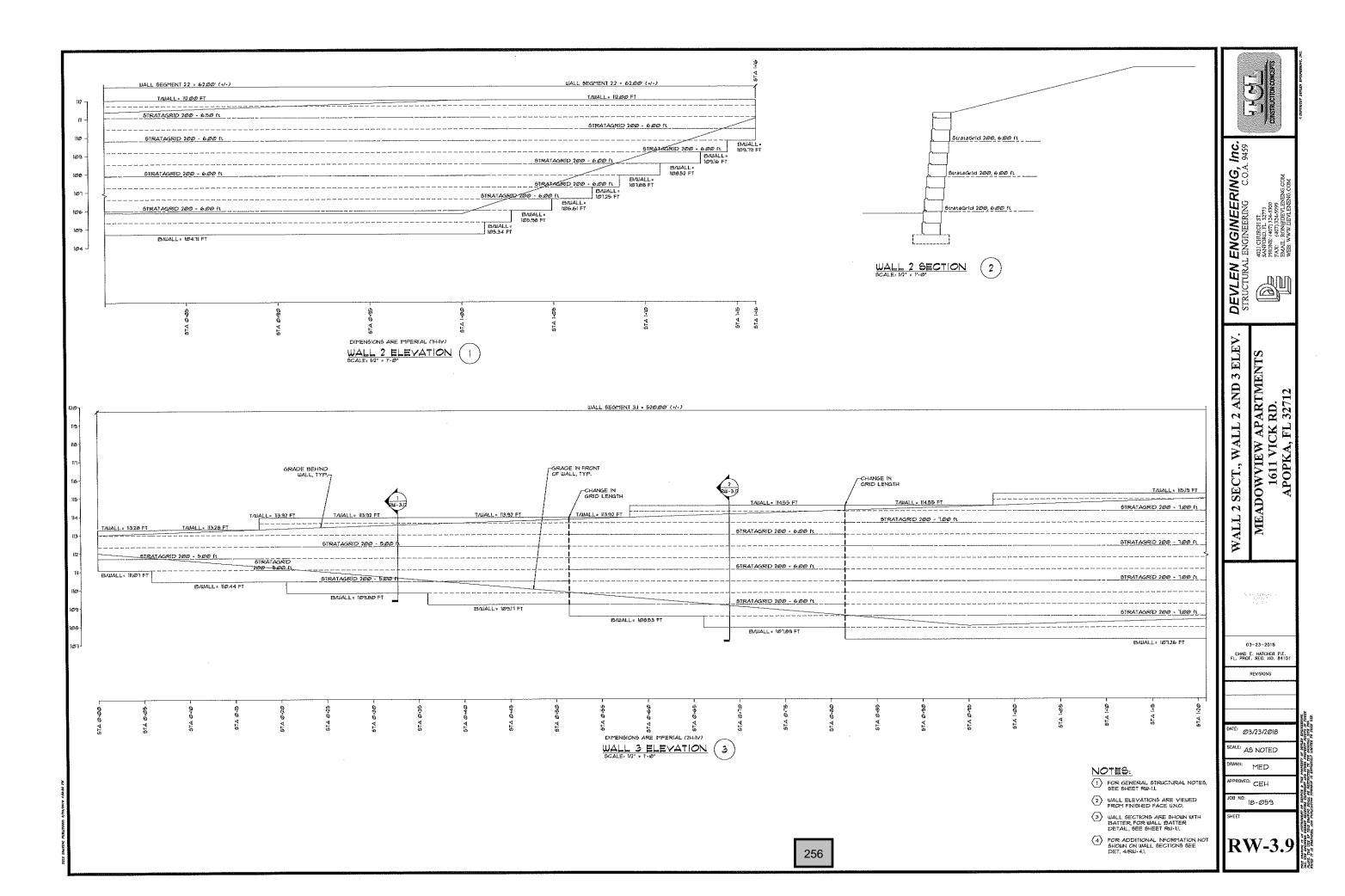
03-23-2018 CHAD E. HATCHER P.E. FL. PROF. REG. NO. 8415

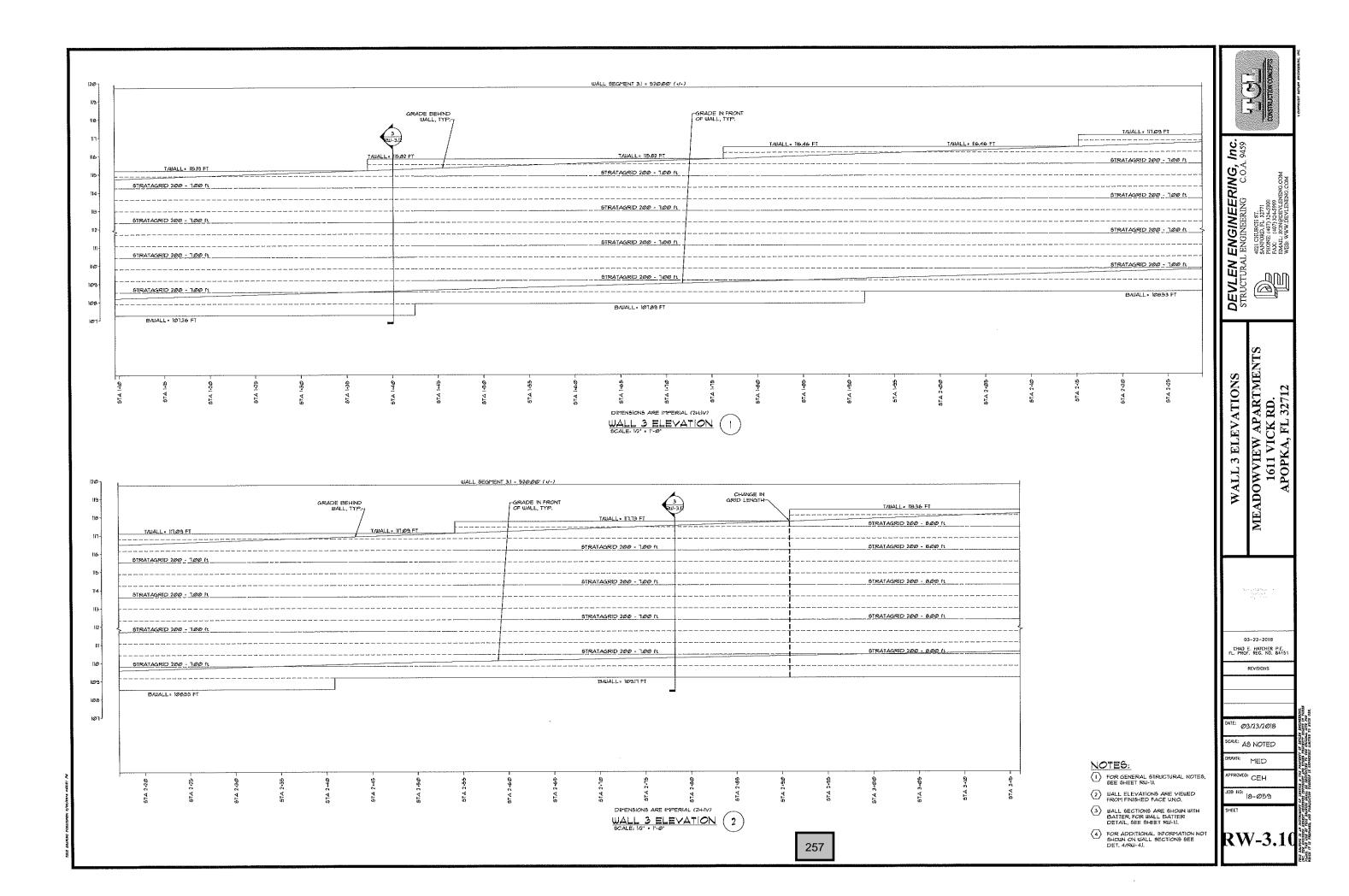
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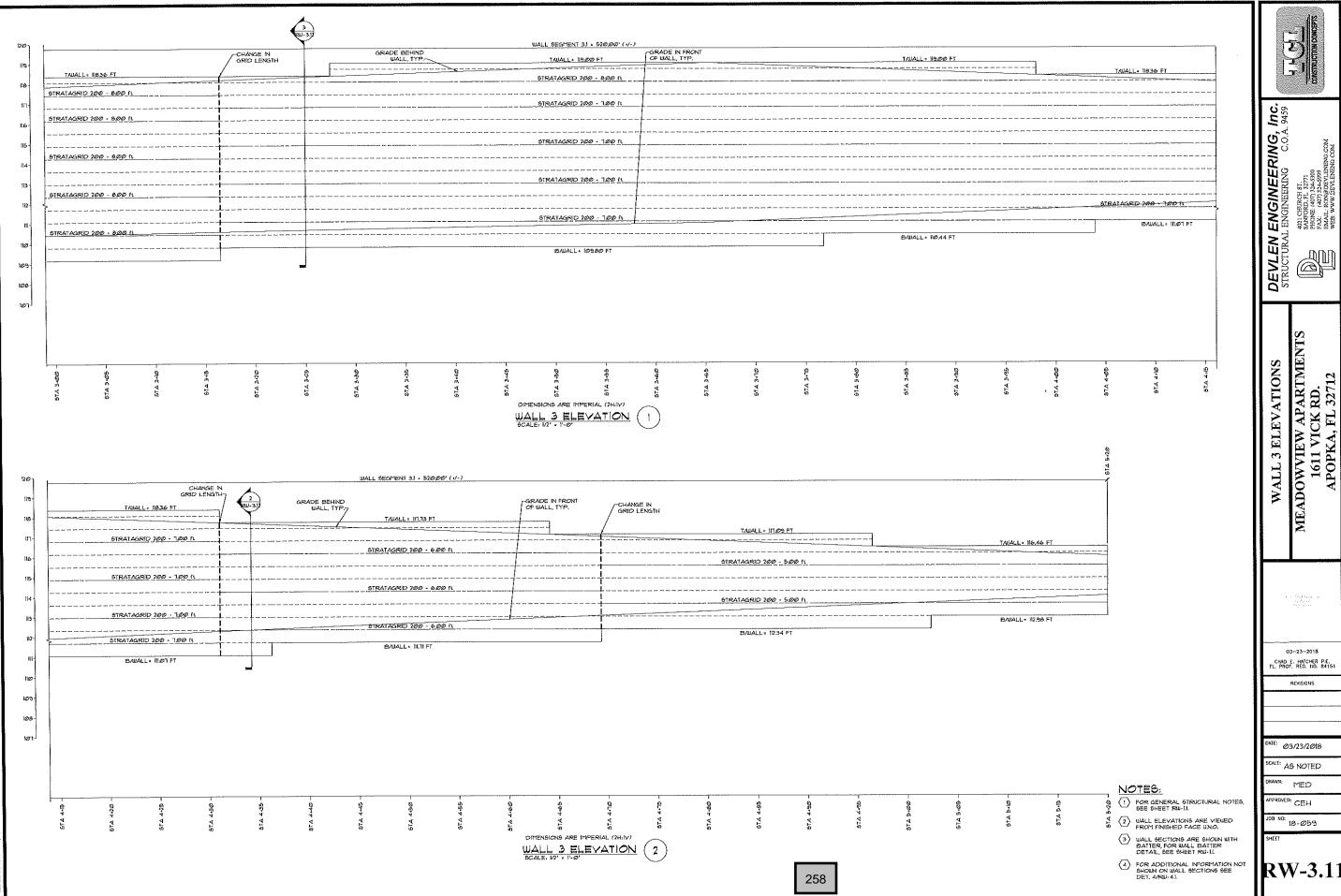












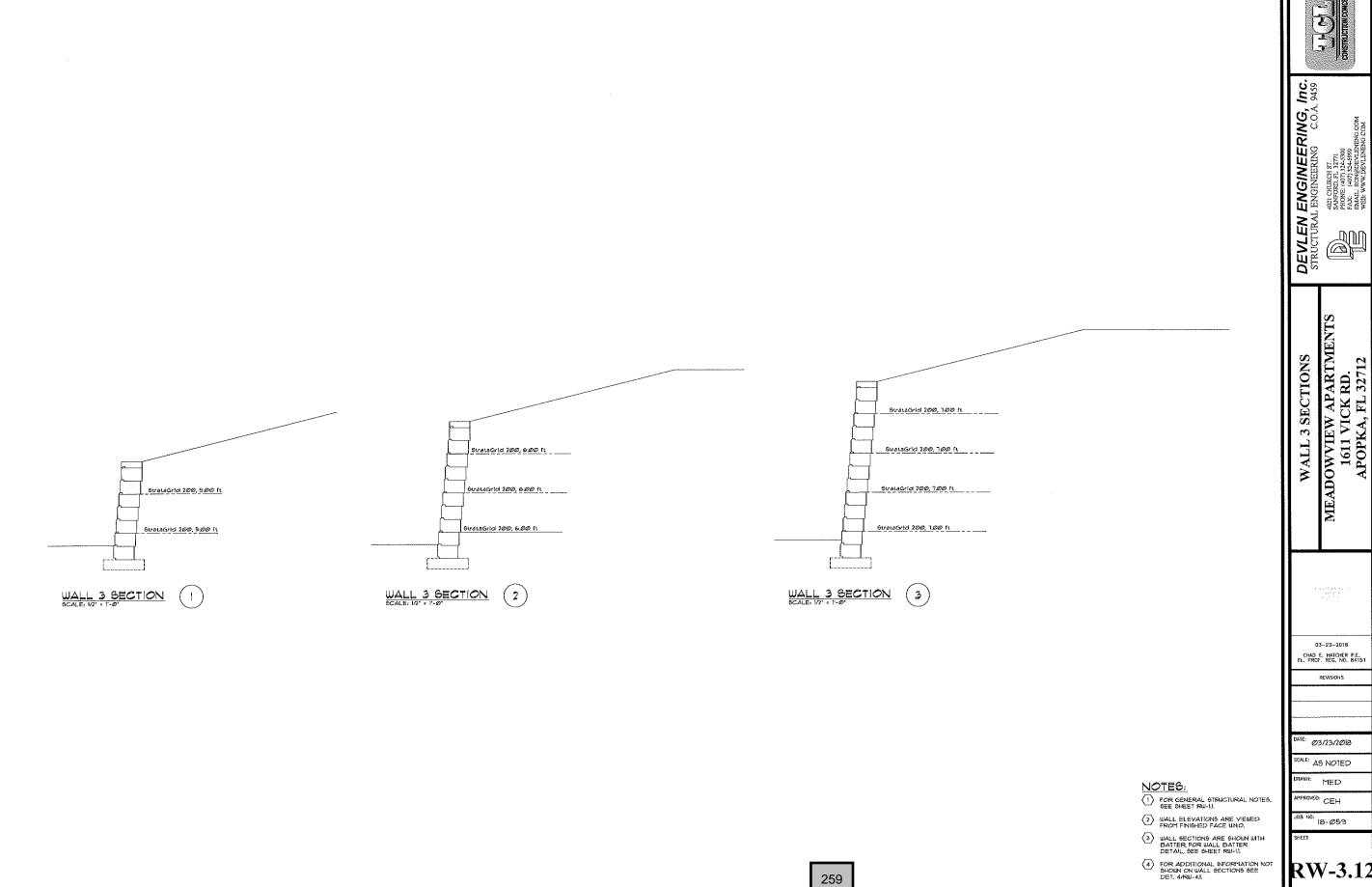
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REVISIONS

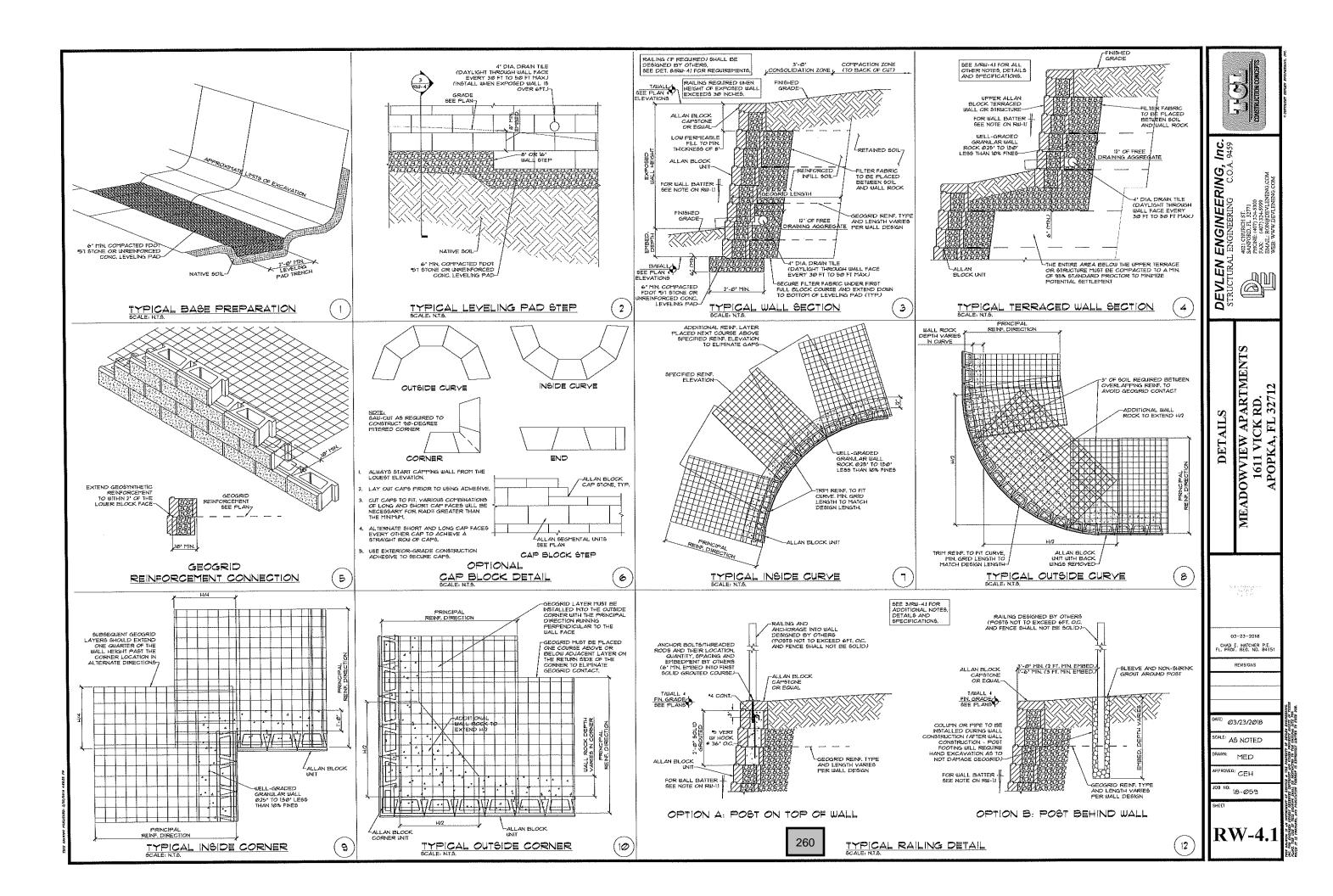
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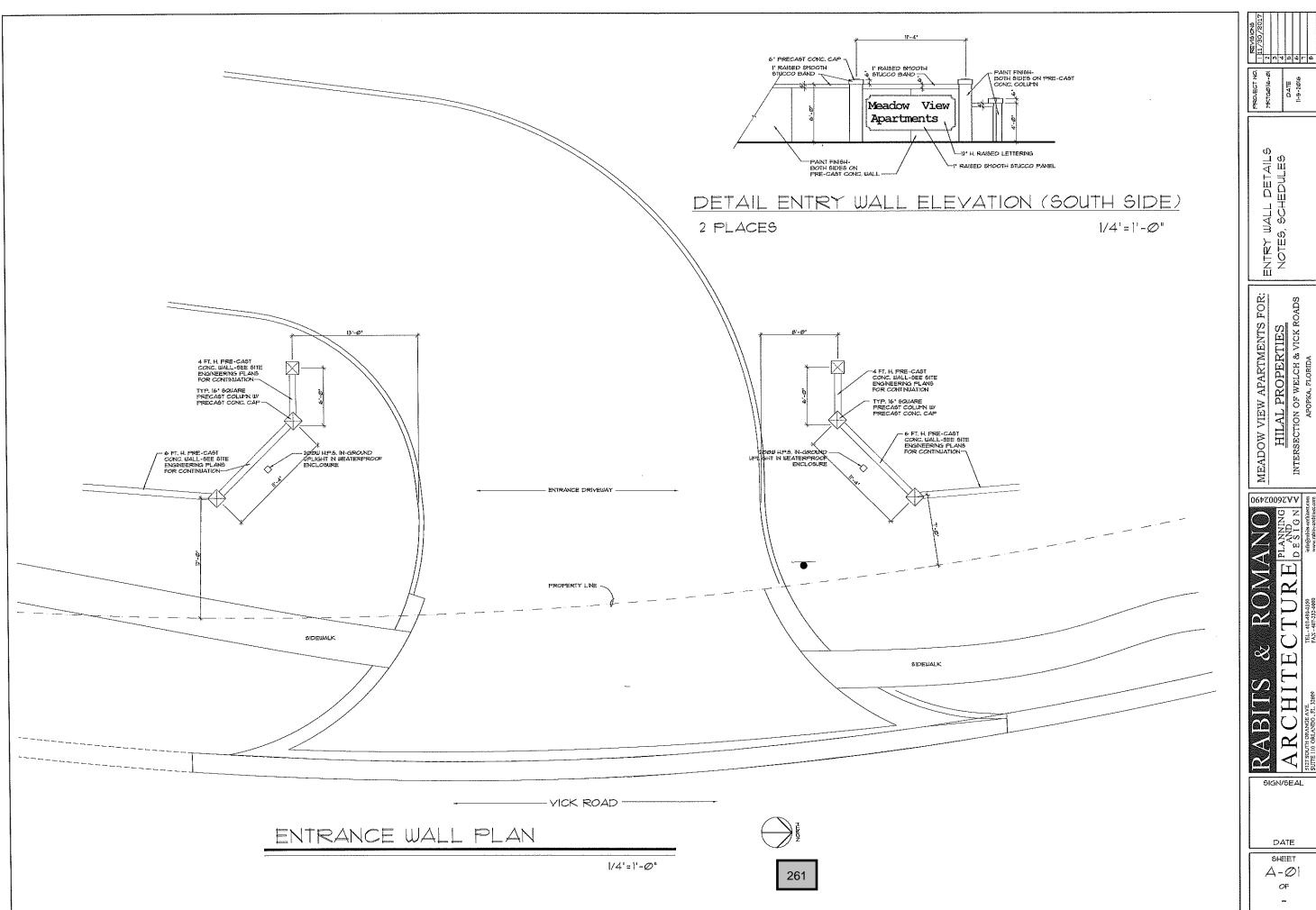
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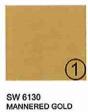
SHEET $A-\emptyset$ Œ

MEADOW VIEW APARTMENTS BUILDING TYPE A

















MEADOW VIEW APARTMENTS BUILDING TYPE B





SW 6130 MANNERED GOLD SW 6048 TERRA BRUN 6

SW 7005 PURE WHITE(FOR TRIM)

263

SW 2861 AVOCADO

SW 7570 EGRET WHITE

SW 2854 CARRIBEAN CORAL

MEADOW VIEW APARTMENTS CLUBHOUSE



A ROMAN & SANTAN A SA













MEADOW VIEW APARTMENTS

Project № 17032 v2.0 November 2017

TRAFFIC IMPACT ANALYSIS CITY OF APOPKA FLORIDA

Prepared by:



3101 Maguire Boulevard, Suite 265 Orlando, Florida 32803 www.trafficmobility.com

(407) 531-5332

Prepared for:

Allonde Development LLC 160 N Spring Lake Drive Altamonte Springs, Florida 32714

EXECUTIVE SUMMARY

This traffic analysis was performed to assess the impact of the proposed Meadow View Apartments. The site is located on the intersection of Vick Road and Welch Road in the City of Apopka. The property will include a total of 43 apartment 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 384 vehicle trips, of which 26 will occur in the PM peak hour.
- Analysis of roadway segment capacity reveals that all study segments currently operate
 within their adopted capacity and are projected to continue to do so at project buildout.
- Analysis of the study intersections indicates that they currently operate at adequate LOS and are projected to continue to do so at project buildout.
- A review of the project driveway at Vick Road and the required turn lane treatments reveals
 that turn deceleration lanes on Vick Road are not warranted or necessary to serve the
 projected traffic.
- Queuing is not anticipated at the access driveway on Vick Road. The proposed left turn lane is approximately 170 feet long and is adequate to serve the projected left turns.
- The proposed development does not adversely impact traffic operations in the vicinity of the site.



PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida

practicing with Traffic & Mobility Consultants LLC, a corporation authorized to operate as an

engineering business, EB-30024, by the State of Florida Department of Professional Regulation,

Board of Professional Engineers, and that I have prepared or approved the evaluations, findings,

opinions, conclusions, or technical advice attached hereto for:

PROJECT:

Meadow View Apartments

LOCATION: City of Apopka, Florida

CLIENT:

Allonde Development LLC

I hereby acknowledge that the procedures and references used to develop the results contained

in these computations are standard to the professional practice of Transportation Engineering as

applied through professional judgment and experience.

NAME: Mohammed Abdallah

P.E. No.: Florida P.E. No. 56169

DATE: November 13, 2017

SIGNATURE:

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1.0 INTRODUCTION

This revised traffic analysis was performed to assess the impact of the proposed Meadow View

Apartments located on the intersection of Vick Road and Welch Road in the City of Apopka. The

property will include a total of 43 apartment units. Figure 1 depicts the location of the project site

and the surrounding roadway network. A preliminary site plan is provided in **Appendix A**.

The following analysis was conducted in accordance with the methodology submitted to the city,

and which is included in Appendix B. The analysis considers the project's impacts on the

following roadways and intersections, within the project's influence area:

Roadway Segments

Welch Road

Vick Road to Rock Spring Road

Lester Road

o Rock Spring Road to Vick Road

Vick Road to Schopke Lester Road

Vick Road

Old Dixie Highway to Martin Street

Martin Street to Welch Road

Welch Road to Lake Francis Drive

Lake Francis Drive to Lester Road

o Lester Road to Ponkan Road

<u>Intersections</u>

Vick Road & Welch Road

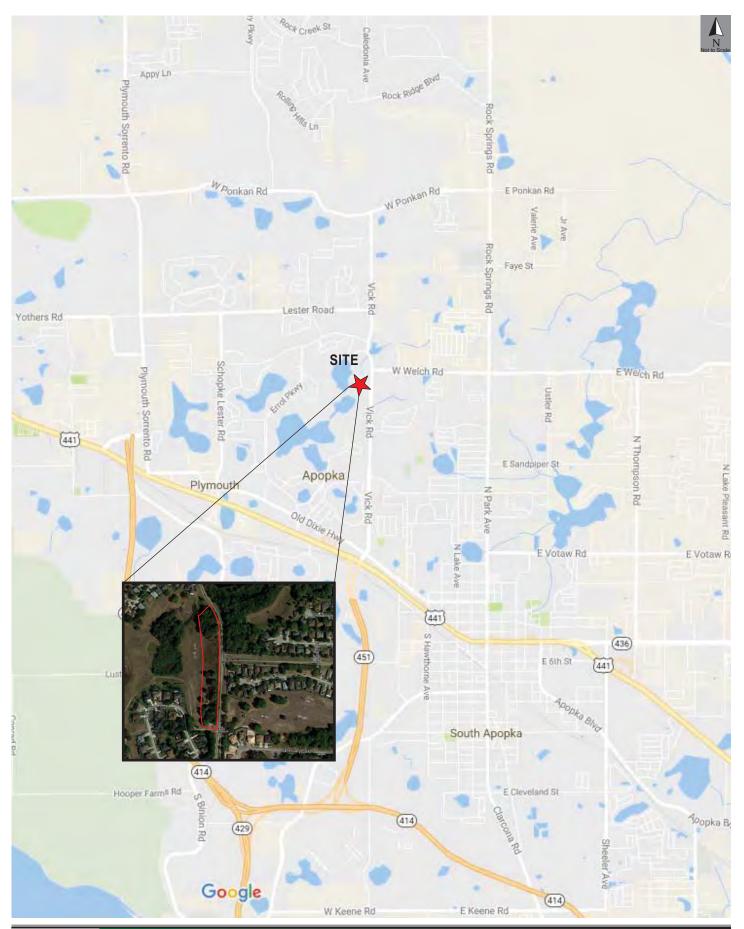
Vick Road & Access

Data used in the analysis consisted of site plan/development information provided by the Project

Engineers, PM peak hour traffic counts obtained by Traffic & Mobility Consultants LLC (TMC),

road segment data obtained from the City of Apopka, seasonal data obtained from Florida

Department of Transportations (FDOT).





2.0 EXISTING CONDITIONS ANALYSIS

2.1 Roadway Segment Capacity

Table 1 presents a summary of the existing conditions for the roadway segments examined in this study. Roadway segments were analyzed by comparing the existing Level of Service (LOS) for each roadway segment with the adopted LOS standard. Existing Daily, PM peak hour directional traffic volumes, capacities, and committed trips were obtained from the City of Apopka's *Encumbered Traffic Allocation Worksheets*, which are included in **Appendix C**.

Table 1
Existing Roadway Capacity Analysis

					Daily				Р	M Peak	Hour		
Roadway Segment	No Lns	LOS Std	Capacity	Volume	Comm Trips	Total	LOS	Capacity	Volume	Peak Dir	Comm Trips	Total	LOS
Welch Rd													
Vick Rd to Rock Spring Rd	2	Е	16,400	10,312	227	10,539	Α	840	518	NB/EB	24	542	Α
Lester Rd													
Rock Spring Rd to Vick Rd	2	Е	14,000	3,910	115	4,025	С	720	227	SB/WB	12	239	С
Vick Rd to Schopke Lester Rd	2	Е	14,000	3,910	439	4,349	С	720	227	SB/WB	42	269	С
Vick Rd													
Old Dixie Hwy to Martin St	2	Е	16,400	12,674	40	12,714	D	840	758	NB/EB	2	760	D
Martin St to Welch Rd	2	Е	16,400	11,510	208	11,718	D	840	684	NB/EB	21	705	D
Welch Rd to Lake Francis Dr	2	Е	14,000	10,107	34	10,141	D	720	520	NB/EB	1	521	D
Lake Francis Dr to Lester Rd	2	Е	14,000	7,264	346	7,610	С	720	362	NB/EB	34	396	С
Lester Rd to Ponkan Rd	2	Е	14,000	11,980	191	12,171	D	720	277	NB/EB	18	295	С

The existing conditions analysis reveals that the study roadway segments currently operate at satisfactory LOS.



2.2 Intersection Capacity

An intersection analysis was conducted using the *Synchro Software* and the methods of the *2010 Highway Capacity Manual (HCM)*. The capacity analysis was performed using the existing intersection geometries and traffic volumes during the PM peak hour. Existing turning movement counts were obtained at the study intersections. The raw turning movement counts were conducted within the peak season. Therefore, a Seasonal Adjustment Factor was not applied to the counts based on the data obtained from the FDOT Traffic Online website. The raw intersection volume counts and seasonal factors are included in **Appendix D**.

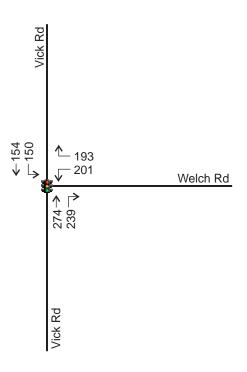
The intersection volumes are displayed in **Figure 2**. A summary of the intersection capacity analysis is shown in **Table 2**. This analysis indicates that the study intersections currently operate at satisfactory LOS. Detailed analysis worksheets are included in **Appendix E**.

Table 2
Existing Intersection Capacity Analysis

Intersection	Control	E	В	W	В	N	3	SE	3	Ove	rall
intersection		Delay	LOS								
Vick Rd & Welch Rd	Signal			36.4	D	20.5	С	9.4	Α	22.7	O









3.0 PROJECT TRAFFIC

3.1 Trip Generation

Information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 9th Edition* was used to determine the trip generation of the proposed development as summarized in **Table 3**. Detailed trip generation sheets are included in **Appendix F**.

Table 3
Trip Generation Analysis

ITE	Land Use	Size	Da	aily		PM Pea	ak Hou	
Code	Lanu USE	3126	Rate	Trips	Rate	Total	Enter	Exit
220	Apartments	43 DU	8.93	384	0.60	26	17	9

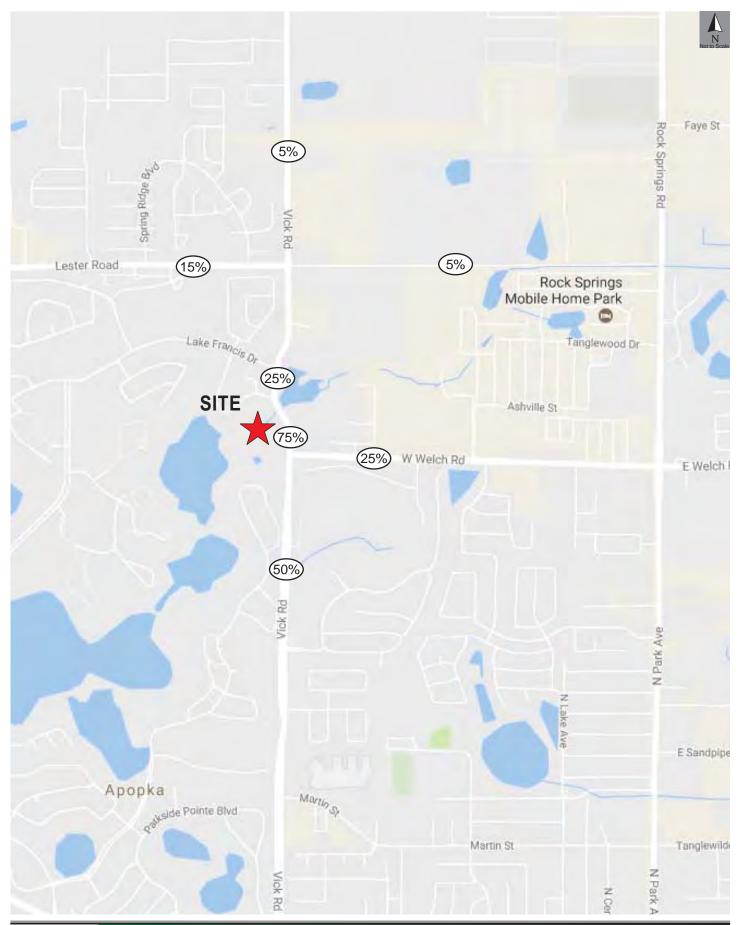
Trip generation analysis based on ITE Trip Generation Manual, 9th Edition Equation has been used to calculate the rate

The proposed development will generate 384 trips per day, of which 26 trips will occur during the PM peak hour.

3.2 Trip Distribution/Assignment

To assign the PM peak hour trips generated by the proposed development to the study roadways, a distribution pattern in the general vicinity of the project site was determined based on the OUATS model output included in **Appendix G** and modified to reflect the local network and prevailing traffic patterns. The proposed trip distribution pattern is provided in **Figure 3**.







4.0 PROJECTED CONDITIONS ANALYSIS

Projected traffic conditions at project buildout were analyzed for Daily and PM peak hour traffic. Buildout year for the project is 2018. The analyses were conducted for the projected background traffic volumes and project trips. Background traffic consists of existing traffic and committed trips from approved developments in the area, which were obtained from the City's *Encumbered Traffic Allocation Worksheets*.

4.1 Roadway Segment Capacity

The roadway segment analysis was performed by comparing the projected LOS of the roadway with the adopted LOS standard. This analysis is summarized in **Table 4**, which reveals that the segments will continue to operate at satisfactory LOS in the projected condition. The project's impact on the backlogged roadway segment is less than 2% of the roadway's current capacity.



Table 4
Projected Roadway Capacity Analysis

						Daily						PM F	Peak Ho	ur		
Roadway Segment	No Lns	LOS Std	Capacity	Volume	Comm Trips	Trip Distr	Project Trips	Total	LOS	Capacity	Volume	Peak Dir	Comm Trips	Project Trips	Total	LOS
Welch Rd																
Vick Rd to Rock Spring Rd	2	Е	16,400	10,312	227	25%	96	10,635	Α	840	518	NB/EB	24	2	544	Α
Lester Rd																
Rock Spring Rd to Vick Rd	2	Е	14,000	3,910	115	5%	19	4,044	С	720	227	SB/WB	12	0	239	С
Vick Rd to Schopke Lester Rd	2	Е	14,000	3,910	439	15%	58	4,407	С	720	227	SB/WB	42	1	270	С
Vick Rd																
Old Dixie Hwy to Martin St	2	Е	16,400	12,674	40	50%	192	12,906	D	840	758	NB/EB	2	9	769	D
Martin St to Welch Rd	2	Е	16,400	11,510	208	50%	192	11,910	D	840	684	NB/EB	21	9	714	D
Welch Rd to Lake Francis Dr	2	Е	14,000	10,107	34	75%	288	10,429	D	720	520	NB/EB	1	7	528	D
Lake Francis Dr to Lester Rd	2	Е	14,000	7,264	346	25%	96	7,706	С	720	362	NB/EB	34	2	398	С
Lester Rd to Ponkan Rd	2	Е	14,000	11,980	191	5%	19	12,190	D	720	277	NB/EB	18	0	295	С



4.2 Intersection Capacity

To assess the projected operating conditions at the study intersections, an intersection capacity analysis was conducted using projected traffic volumes and projected intersection configurations. The intersections were analyzed using the *Synchro Software*. Projected peak hour volumes were calculated by adding background traffic and project trips at the intersections. Background traffic is comprised of existing and committed traffic at the intersections. Committed trips were estimated by assigning the segment committed trips to the intersection turning movements. The projected PM peak intersection volumes are shown in **Figure 4**, and the intersection analysis is summarized in **Table 5**.

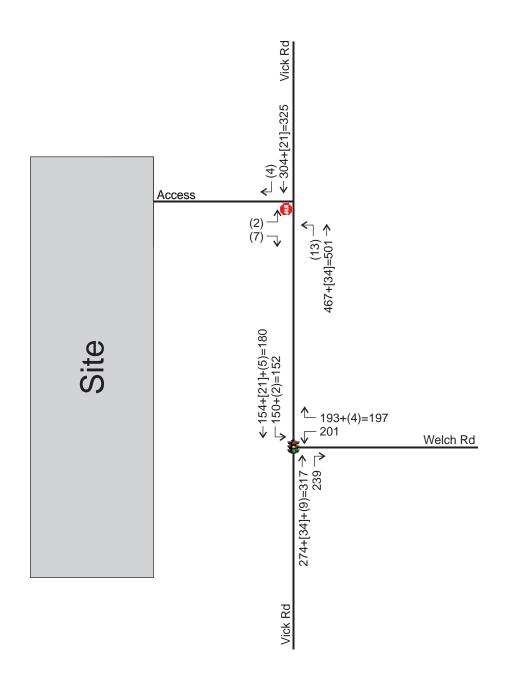
Table 5
Projected Intersection Capacity Analysis

Intersection	Control	E	3	W	В	Ni	3	SE	3	Ove	rall
intersection	Control	Delay	LOS								
Vick Rd & Welch Rd	Signal			36.6	D	21.8	С	9.7	Α	23.1	С
Vick Rd & Access	TWSC	11.9	В	-		8.0	Α	-			

The analysis shows that the intersections will continue to operate at satisfactory LOS in the projected conditions. Detailed printouts of the analysis are included in **Appendix H.**







<u>Legend</u> Background+[Committed]+(Project)=Total

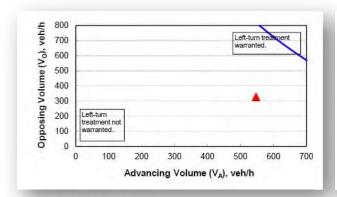


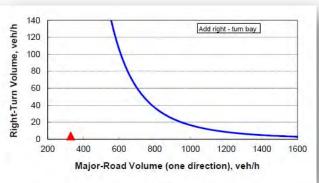
5.0 SITE ACCESS REVIEW

The site is proposed to be served by a full access driveway, located approximately 650 feet north east of the intersection of Vick Road and Welch Road. The following review evaluates the proposed access configuration and the warrants for deceleration lanes at the driveways.

Turn Lane Warrants

A review of warrants for left and right turn deceleration lanes on Vick Road at the Meadow View driveway was conducted to determine if auxiliary turn lanes are necessary to maintain the integrity of traffic flow and capacity of the road during the peak hours. The review was conducted based on the methodology of the National Cooperative Highway Research Program (NCHRP) Report 457. The results of the warrants are summarized in the charts below and the full output forms are included in **Appendix I**.





Left Turn Lane Warrant

Right Turn Lane Warrant

Based on this review, turn lanes are not required on Vick Road at the intersection of Vick Road and project access.



Left Turn Lane at Vick Road (NB)

Although a left turn lane is not warranted by volume, one is proposed to minimize the potential friction from the proposed full access driveway on Vick Road. The proposed left turn deceleration lane on Vick Road should be designed in accordance with the requirements of Index 301 of the *FDOT Design Standards* for a speed of 35 mph. A copy of FDOT Index 301 is included in **Appendix J**. The queue storage area is based on the Preparation Manual (PPM) formula for queue length storage.

Queue Storage = $2 \times 25 \times \#$ of Vehicles / 60

The required turn lane length is as follows:

Total Length = Deceleration Length + Storage

Deceleration @ 35 mph = 145 feet (incl. 50-foot taper)

Queue = $2 \times 25 \times \#$ of Vehicles / 60

= 2 x 25 x 13 Vehicles / 60

= 11 feet (use 25 minimum)

Total = 145 + 25 = 170 feet (include 50-foot taper)

The proposed left turn lane is approximately 170 feet which is adequate to serve the projected left turns into the site.



6.0 STUDY CONCLUSIONS

This traffic analysis was performed to assess the impact of the proposed Meadow View

Apartments. The site is located on the intersection of Vick Road and Welch Road in the City of

Apopka. The property will include a total of 43 apartment 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 384 vehicle trips, of

which 26 will occur in the PM peak hour.

Analysis of roadway segment capacity reveals that all study segments currently operate

within their adopted capacity and are projected to continue to do so at project buildout.

Analysis of the study intersections indicates that they currently operate at adequate LOS

and are projected to continue to do so at project buildout.

• A review of the project driveway at Vick Road and the required turn lane treatments reveals

that turn deceleration lanes on Vick Road are not warranted or necessary to serve the

projected traffic.

• Queuing is not anticipated at the access driveway on Vick Road. The proposed left turn

lane is approximately 170 feet long and is adequate to serve the projected left turns.

The proposed development does not adversely impact traffic operations in the

vicinity of the site.

TAGE
Traffic & Mobility Consultants

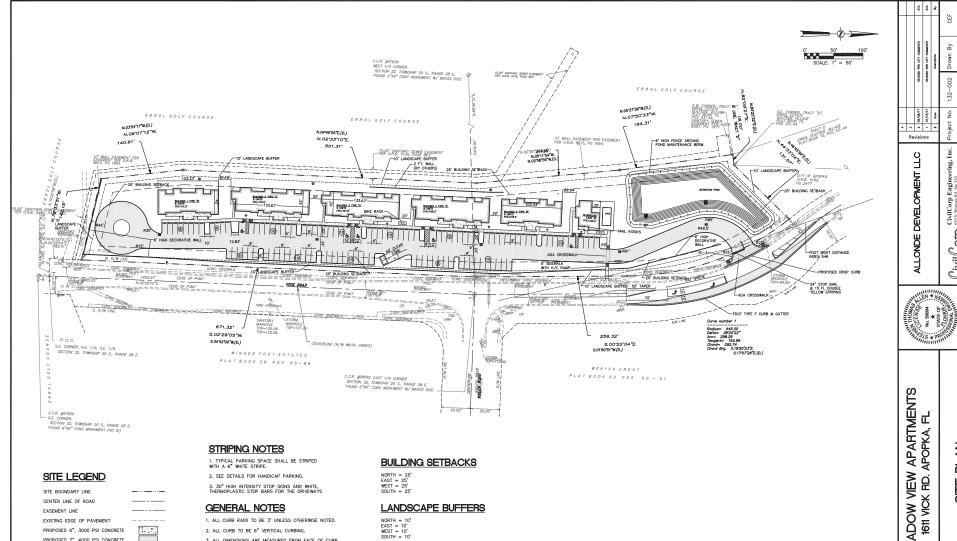
Meadow View Apartments

Traffic Impact Analysis

Project № 17032 v2.0

APPENDICES

Appendix APreliminary Site Plan



OITE EEGEND	
SITE BOUNDARY LINE	
CENTER LINE OF ROAD	
EASEMENT LINE	
EXISTING EDGE OF PAVEMENT	
PROPOSED 6", 3000 PSI CONCRETE	3.00
PROPOSED 7", 4000 PSI CONCRETE	
SIDEWALK	S/W
LINEAR FEET	LF
SQUARE FEET	SF
HANDICAP PARKING	6.
HANDICAP	HC
TYPICAL	TYP
5' RADIUS	R5'
# PARKING SPACES	(P)

- 2. ALL CURB TO BE 6" VERTICAL CURBING.
- 3. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB. 4.ANY PAVEMENT WORK DONE IN THE ROW WILL NEED TO UTILIZE TYPE SP-9.5 ASPHALT MIX

5.BOTH BUILDING ENTRANCES ARE FOR CUSTOMER USE

6.BASE OF LAMP POSTS SHALL BE FLUSH TO THE GROUND. NO LAMP POST SHALL BE INSTALLED ON A BOLLARD OR SMILLAR STRUCTURE THAT EXTENDS ABOVE THE SURROUNDING GRADE. ADD NOTE: LIGHT POLE FOOTERS CANNOT BE EXPOSED ABOVE FINISH GRADE.

THE CUL-DE-SAC HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPROPRIATE TRAFFIC ENGINEERING AND GEOMETRY STANDARDS.

POOL NOTES

POOL SIZING AS FOLLOWS PER FLORIDA POOL CODE 64E-9.006 (B):
• MINIMUM POOL SIZE- 15' X 15'.

- MINIMUM WATER RECIRCULATION FLOW— 215 GPM (43 UNITS AT
- 5 GPM).
 FILTRATION SYSTEM- 1 GPM FOR EACH LIVING UNIT = 43 GPM.

BICYCLE PARKING NOTE

- BICYCLE PARKING DEVICES SHALL MEET THE FOLLOWING:
 A. BE DESIGNED TO ALLOW EACH BICYCLE TO BE SUPPORTED BY ITS FRAME.
 B. BE DESIGNED TO ALLOW THE FRAME AND MELES OF EACH BICYCLE TO BE
 SECURED AGAINST THEIT
 BE ACCOMPOSED TO RESIST FRAMOVAL AND SOLDLY CONSTRUCTED TO RESIST
 DAMAGE BY RUST, CORROSON, AND VANDALISM.
 E. ACCOMMODATE A RANGE OF BICYCLE SHAPES AND SIZES AND TO FACULTATE
 E. ACCOMMODATE A RANGE OF BICYCLE SHAPES AND SIZES AND TO FACULTATE
 E. ACCOMMODATE A RANGE OF BICYCLE SHAPES AND SIZES AND TO FACULTATE
 F. ESTATEMENT OF THE STAMP OF THE S

- NCORPORATE WHENEVER POSSIBLE WITO BUILDING OR STREET FURNITURE.

 N. BE LOCATED IN CONVENIENT, HIGHLY MISBLE, ACTIVE, MELL-LOHIETD AREAS.

 BE LOCATED SO AS NOT TO INTERFER WITH PEDESTRIAM MOVEMENTS.

 BE LOCATED SO AS NEART HEF PRINCIPAL INTERACTOR OF THE BUILDING AS

 K. PROVIDE SAFE ACCESS FROM THE SPACES TO THE RIGHT—OF—WAY OR BICYCLE
 LANE.

ALLONDE DEVELOPMENT LLC 1 1 1 1 1 1 1 1 1 1	No. 58894 1711	Civil Corner Braineaning, Inc. Project No. 132-002	Septem Man, Re # 50994 Finglineeling, Inc. Material 11.4.27.1 Engineer R. Reg No. Scole 1"=50"
MEA	1611 VICK HD. APOPKA, FL	NY IG ELLO	SILE I LAIN
PROJECT		SHEET	NAME
C.	нее -4	T NO.	0

Appendix B
Meadow View Apartments Study Methodology



MEMORANDUM

April 26, 2017

Re: Meadow View Apartments

Traffic Impact Analysis Methodology

Project № 17032

The following is a methodology outline for the Traffic Impact Analysis (TIA) for the above referenced project.

Project Description

The proposed project includes a 43 Apartment units. A copy of the proposed site plan is provided in the **Attachments**.

Project Location

The site is located on Vick Road, west of the intersection with Welch Road in the City of Apopka (see **Figure 1**).

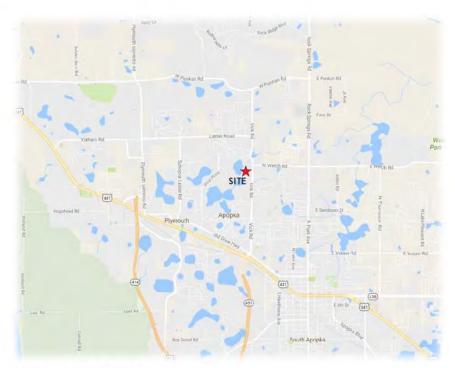


Figure 1 - Project Location

Meadow View Apartments
Traffic Impact Analysis Methodology
Project № 17032
April 26, 2017
Page 2 of 3

Project Access

Primary access to the site will be provided throw a proposed Right-in/Right-out driveway on Vick Road as shown in the proposed concept plan in the **Attachments**.

Trip Generation

The trip generation analysis was conducted using information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual*, *9th Edition*. **Table 1** summarizes the resulting trip generation analysis conducted. The ITE Trip Generation sheets are attached.

Table 1
Trip Generation

ITE	Land Use	Size	Da	aily	PM Peak Hour				
Code	Lanu USE	3126	Rate	Trips	Rate	Total	Enter	Exit	
220	Apartments	43 DU	8.93	384	0.60	26	17	9	

Trip generation analysis based on ITE Trip Generation Manual, 9th Edition

Proposed Trip Distribution

A trip distribution pattern was estimated using the OUATS model and modified to reflect the local network and prevailing traffic flow patterns. The OUATS output is included in the **Attachments**. And the general distribution presents as follows:

To/from South on Vick Road	50%
To/from North on Vick Road	25%
To/from East on Welch Road	25%

Meadow View Apartments Traffic Impact Analysis Methodology Project № 17032 April 26, 2017 Page 3 of 3

Study Area

The following intersections and roadway segments will be analyzed for the PM peak hour as part of this study:

Study Intersections

- Vick Road & Welch Road
- Vick Road & Access

Roadway Segments

- Welch Road
- Vick Road to Rock Spring Road
- Lester Road
- o Rock Spring Road to Vick Road
- o Vick Road to Schopke Lester Road
- Vick Road
- o Old Dixie Highway to Martin Street
- o Martin Street to Welch Road
- Welch Road to Lake Francis Drive
- Lake Francis Drive to Lester Road
- Lester Road to Ponkan Road

Appendix CCity of Apopka CMS Data

City of Apopka CMS Daily and PM Peak Hour/Peak Direction (PH/PD) Encumbered Traffic Allocation Worksheets FINAL REPORT

Base Traffic Volume: 2015 Revision Date: 2/9/2016 Adopted Standard Encumbered Trips Daily Traffic PM PH/PD Traffic Roadway # of Roadway Capacity
Lanes LOS Daily PHPD PMBase Available Base Available Peak Section Applicant Inventory Daily PH/PD Volume Capacity Volume Capacity Direction Minor Arterials (Continued) Wekiva Springs Road/Piedmont-Wekiwa Road/Hiawassee Road Votaw Rd to SR 436 5L E 39,800 23,591 16,078 1,304 690 NB/EB Apopka Gateway Center 50 2 40.40% 34.50% North Park (FF Rests) 81 Applicant Inventory Total 131 SR 436 to Piedmont Lakes Blvd 5Ľ E 39,800 2,000 26,964 12,276 1,423 NB/EB 542 Apopka Gateway Center 269 12 30.84% 27.10% North Park (FF Rests) 291 23 Applicant Inventory Total 560 35 Piedmont Lakes Blvd to US 441 .5L Ε. 39,800 2,000 28,809 10,700 NB/EB 1,772 205 North Park (FF Rests) 291 23 26.88% 10.25% Applicant Inventory Total 291 23 US 441 to CR 424 (Apopka Blvd) 4LD E 39,800 2,000 23,571 16,229 1,111 889 NB/EB Development Name 0 0 40.78% 44.45% Applicant Inventory Total 0 CR 424 (Apopka Blvd) to SR 414 4LD E 39,800 2,000 19,336 864 NB/EB 20,464 1,136 Development Name 51.42% 56.80% Applicant Inventory Total 0 O SR 414 to Beggs Rd 4LD E 39,800 2,000 21,460 18,340 908 NB/EB 1,092 Development Name 46.08% 0 54.60% Applicant Inventory Total 0 Welch Road Vick Rd to Rock Springs Rd (CR 435) 2LE 16,400 840 10,312 5,861 518 NB/EB 298 <u>Ladybird Academy</u> 72 35.74% 35.48% Sanctuary Golf Estates (fka Apopka Golf Residence) 155 16 Applicant Inventory Total 227 24 Rock Springs Rd (CR 435) to Ustler Rd зL E 35,000 1,720 16,707 18,222 774 938 SB/WB Ladybird Academy 71 52.06% 54.53% Applicant Inventory Total 71 8 Ustler Rd to Thompson Rd 2L Ε 33,300 1,640 16,277 17,023 795 NB/EB Development Name 0 51.12% 48.48% Applicant Inventory Total 0 0 Minor Collectors 6th Street Park Avenue to Alabama Ave 2L D 9,600 490 1,963 7,637 SB/WB 155 .335 Development Name 0 79.55% 68.37% Applicant Inventory Total 0 Binion Road (CR 437)/Orange Avenue (CR 437) Ocoee-Apopka Rd to Harmon Rd 2L E 880 17,700 3,580 12,086 242 486 NB/EB Apopka Woods 67 68.28% 55.23% Breckenridge (fka Pines of Lake Apopka) 21 Clearlake Landing 284 21 Clear Lake Reserve 21 Florida Hospital Replacement 1,109 66 Magnolia Park Estates (fka Park Place) 87 8_ Maudehelen, Phase 1, 2, & 3 63 7 Old Palm Center PUD (fka, Thompson Hills Estates) 382 40 Applicant Inventory Total 2,034 152 Harmon Rd to Boy Scout Rd 2LE 17,700 880 3,899 11,615 227 NB/EB 493 Apopka Woods 67 65.62% 56.02% Breckenridge (fka Pines of Lake Apopka) 21 Clearlake Landing 284 21 Clear Lake Reserve 21 Florida Hospital Replacement 1,261 74 Magnolia Park Estates (fka Park Place) 87 8 Maudehelen, Phase 1, 2, & 3 63 Old Palm Center PUD (fka, Thompson Hills Estates) 382 40 Applicant Inventory Total 2,186 160

City of Apopka CMS Daily and PM Peak Hour/Peak Direction (PH/PD) Encumbered Traffic Allocation Worksheets FINAL REPORT

Base Traffic Volume: 2015 Revision Date: 2/9/2016 **Encumbered Trips** Adopted Standard Daily Traffic PM PH/PD Traffic Roadway Roadway Capacity # of Base Available Base Available Peak Lanes LOS Daily PHPD Applicant Inventory Section Daily PH/PD Volume | Capacity | Volume | Capacity | Direction Minor Collectors (Continued) Kelly Park Road Round Lake Rd to Plymouth-Sorrento Rd 2L D 23,100 1,200 SB/WB 2,633 20,467 156 1,044 Development Name 88.60% 87.00% Applicant Inventory Total 0 Plymouth-Sorrento Rd to Jason Dwelley Pkwy 2LD 23,100 1,200 3,898 19,017 NB/EB 215 973 Orchid Estates (fka J.B. Nurseries) 185 12 82.32% 81.08% Applicant Inventory Total 12 185 Jason Dwelley Pkwy to Mt. Plymouth Rd 2L D 23,100 1,200 SB/WB 5,059 17,926 270 922 Orchid Estates (fka J.B. Nurseries) 115 77.60% 76.83% Applicant Inventory Total 115 Mt. Plymouth Rd to Rock Springs Rd 2L D 23,100 1,200 10,376 SB/WB 12,724 569 631 Development Name 0 55.08% 52.58% Applicant Inventory Total 0 Lake Avenue Martin St to Orange St 2L D 680 13,300 NB/EB 2,899 10,401 211 469 Development Name 78.20% 68.97% Applicant Inventory Total 0 Orange St to US 441 2L D 680 13,300 1,523 11,777 106 574 NB/EB Development Name 0 88.55% 84.41% Applicant Inventory Total 0 Lake Doe Boulevard US 441 to Dunn Cove Dr 2L D 13,300 680 SB/WB 3,277 10,989 194 407 oe Reserve 788 82.62% 79 59.85% Applicant Inventory Total 788 79 Lake Francis Drive Schopke Lester Rd to Errol Pkwy 2L D 13,300 SB/WB 747 12,190 31 606 Errol Clubhouse Villas 363 43 91.65% 89.12% Applicant Inventory Total 363 43 Errol Pkwy to Vick Rd 2L D 680 13,300 3,352 9,739 179 476 NB/EB Errol Clubhouse Villas 209 70.00% 25 73.23% Applicant Inventory Total 209 25 Lester Road Rock Springs Rd to Vick Rd E 2L 14,000 720 3,910 10,965 227 SB/WB 559 Rock Springs Estates 115 12 78.32% 77.64% Applicant Inventory Total 115 12 Vick Rd to Schopke Lester Rd E 2L 14,000 720 3,910 9,651 227 451 SB/WB Belmonte Reserve (fka Greenbrook Villas, Phase 3) 165 13 68.94% 62.64% Lester Ridge Subdivision 216 23 Rock Springs Estates _58 6 68.94% 62.64% Applicant Inventory Total 439 42 Schopke Lester Rd to Plymouth Sorrento Rd 2L Ε 14,000 720 2,898 10,965 146 559 NB/EB Lester Ridge Subdivision 137 78.32% 77.64% 15 Applicant Inventory Total 137 15 Marden Road Ocoee Apopka Rd to Keene Rd 2L E 14,000 720 1,388 9,989 NB/EB 75 510 Emerson Point 1,722 104 Marden Ridge Apartments (Weighted Trips) 901 31 Applicant Inventory Total 2,623 135 Martin Street Park Ave to Lake Ave E 2L 14,000 720 2,211 11,749 109 610 SB/WB Center of Faith 40 83.92% 84.72% Applicant Inventory Total 40 McCormick Road Ocoee-Apopka Rd to Clarcona Rd (CR 435) 2L E 15,900 790 3,576 10,294 158 NB/EB 421 Apopka Woods 431 43 64.74% 53.29% Old Palm Center PUD (fka, Thompson Hills Estates) 168 1,599 Applicant Inventory Total 2,030 211 Monroe Avenue Park Ave to Alabama Ave D 680 2L 13,300 SB/WB 3,767 300 380 9,533 55.88% Development Name 0 71.68% Applicant Inventory Total 0 Alabama Ave to Sheeler Rd D 680 ^{2}L 13,300 SB/WB 8,566 258 4,734 422 Development Name 64.41% 62.06% 0

Applicant Inventory Total

0

City of Apopka CMS Daily and PM Peak Hour/Peak Direction (PH/PD) Encumbered Traffic Allocation Worksheets FINAL REPORT

Base Traffic Volume: 2015			****							Revision	Date:	2/9/201
	Adopted Standard					Encumb	ered Trips	Daily	PI	raffic		
Roadway	# of		Roadway				PM	Base	Available	Base	Available	
Section	Lanes	LOS	Daily	PHPD	Applicant Inventory	Daily	PH/PD	Volume	Capacity	Volume	Capacity	Direction
Minor Collectors (Continued)												
Sandpiper Road											*****	
Park Ave to Ustler Rd	2L	E	15,900	790	· · · · · · · · · · · · · · · · · · ·			3,828	11,910	263	516	SB/WB
					Sandpiper Road Subdivision	162	11	0/	74.91%		65.32%	<u></u>
					Applicant Inventory Total	162	11		/ [1]		00.0=70	
Ustler Rd to Thompson Rd	2L	E	15,900	790				_5,049	10,474	334	431	SB/WB
-					Sandpiper Road Subdivision	377	<u>25</u>		65.87%		54.56%	00,110
					Applicant Inventory Total	377	25		0,0770	1 4 2	34.3070_	
Schopke-Lester Road						1 0//						
Lester Rd to Old Dixie Hwy	2L	Е	14,000	720				3,416	10,545	190	526	NB/EB
				1	Lester Ridge Subdivision	39	4	0)7120	75.32%	190	73.06%	TAD/ED
			W		Applicant Inventory Total	39	4		/3.32/0		/3.00%	İ
Thompson Road												
Welch Rd to Votaw Rd	2L	E	15,900	790				10,046	5,854	586	204	NB/EB
	1 -2		0,,,,,	1 / / -	Development Name	Q	<u>0</u>	10,040	36.82%	ეიი	25.82%	IND/ED
				1	Applicant Inventory Total	0	<u> </u>		30.02/0	-	25.82%	
Votaw Rd to SR 436	2Ľ	E	14,000	720	repried treated total	0		0.075	4.005	015	40-	CD /TIP
			14,000	/20	Development Name	0		9,975	4,025	315	405	SB/WB
				 	Applicant Inventory Total	0	0		28.75%		56.25%	
Ustler Road					Applicant inventory rotal	0	0					_
Sandpiper Rd to Welch Rd	2L	Е	14,000	720		-					- 10	an //-
bandpiper ita to welch ita		15	14,000	/20	Development Name			778	13,222	39	681	SB/WB
70 August						<u>0</u>	<u> </u>		94.44%		94.58%	
Vick Road			~	-	Applicant Inventory Total	0	0					
Old Dixie Hwy to Martin St	2Ľ	Ē		0.0								
Old Dixie riwy to Martin St	2L	E	16,400	840	C . CT ::I			12,674	3,686	758	80	NB/EB
70.00		}		<u> </u>	Center of Faith	40	2		22.48%		9.52%	
35. di Ou . 37 I I D I	- 7	-			Applicant Inventory Total	40	2					
Martin St to Welch Rd	2L	E	16,400	840	G	4		11,510	4,682	684	135	NB/EB
					Center of Faith	20	1		28.55%		16.07%	
					Sanctuary Golf Estates (fka Apopka Golf Residence)	188	20					
					Applicant Inventory Total	208	21					
Welch Rd to Lake Francis Dr	2L	E	14,000	720				10,107	3,859	520	#REF!	NB/EB
					Sanctuary Golf Estates (fka Apopka Golf Residence)	34	#REF!		27.56%		#REF!	Í
					Applicant Inventory Total	34	#REF!					
Lake Francis Dr to Lester Rd	2L	E	14,000	720	*****			7,264	6,390	362	324	NB/EB
					Belmonte Reserve (fka Greenbrook Villas, Phase 3)	110	9		45.64%		45.00%	
					Lester Ridge Subdivision	137	15					
200					Rock Springs Estates	57_	6					
				ļ	Wekiva Springs Reserve	42	4					
					Applicant Inventory Total	346	34			72		
Lester Rd to Ponkan Rd	2L	E	14,000	720			-	4,868	8,941	277	425	NB/EB
					Belmonte Reserve (fka Greenbrook Villas, Phase 3)	. 55	4		63.86%		59.03%	1
					Lester Ridge Subdivision	78	8	-			0,00	
					Rock Springs Estates	58	6					
					Applicant Inventory Total	191	18					
Votaw Road						1 -						
Park Ave to Christiana Ave	2L	E	15,900	790				7,588	8,297	439	350	SB/WB
					Park Ave Professional Center	15	1	/,,000	52.18%	7.02	44.30%	UDJ TED
					Applicant Inventory Total	15	1		J	-	44.3076	f
Christiana Ave to Thompson Rd	2L	E	15,900	790				7,857	8,043	463	327	SB/WB
			~0,,,	1,50	Development Name	Ω	0	7,05/	50.58%	403		SD/WB
	"				Applicant Inventory Total	0	0		20.50/0		41.39%	
Yothers Road/Church Drive		1			Inplicant inventory rotal					-		
US 441 to Plymouth Sorrento Rd	2L	E	14,000	720	^	1		1 500	11.0=0			OD /TITE
-5 77 to 1 1 mount out time M	211	- I		1/20	Chandler Estates			1,592	11,852	82	579	SB/WB
77.2.2.2					Applicant Inventory Total	556	59_					
				1	Implicant inventory rotat	556	59		l			1

¹ Allowable 15% Degradation Thresholds Capacity, see attached Transportation Consulting Group's 12/29/92 letter. Source: 2015 Traffic Counts from Luke Transportation Engineering Consultants, Inc.

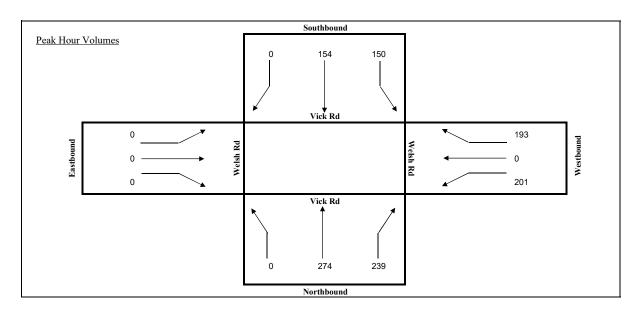
Appendix D
Traffic Counts & FDOT Seasonal Factors

TURNING MOVEMENT COUNT ANALYSIS AUTOS & TRUCKS

Intersection (N/S): Vick Rd Intersection (E/W): Welsh Rd

Date: 4/27/2017

_				Vick Rd			Vick Rd			Welsh Rd			Welsh Rd		
				NB			SB			EB			WB		
	Start	End	L	T	R	L	T	R	L	T	R	L	T	R	TOTAL
	4:00 PM	4:15 PM	0	47	44	16	18	0	0	0	0	30	0	22	177
	4:15 PM	4:30 PM	0	66	40	16	40	0	0	0	0	41	0	36	239
	4:30 PM	4:45 PM	0	59	53	31	39	0	0	0	0	52	0	51	285
	4:45 PM	5:00 PM	0	64	60	40	44	0	0	0	0	43	0	48	299
	5:00 PM	5:15 PM	0	80	60	39	32	0	0	0	0	50	0	40	301
	5:15 PM	5:30 PM	0	67	48	41	46	0	0	0	0	48	0	55	305
	5:30 PM	5:45 PM	0	63	71	30	32	0	0	0	0	60	0	50	306
	5:45 PM	6:00 PM	0	71	56	25	30	0	0	0	0	42	0	51	275
Total for:	4:00 PM	5:00 PM	0	236	197	103	141	0	0	0	0	166	0	157	1000
Total for:	5:00 PM	6:00 PM	0	281	235	135	140	0	0	0	0	200	0	196	1187
Tota Peak Hour:	4:45 PM	5:45 PM	0	274	239	150	154	0	0	0	0	201	0	193	1211
Overall PHF:	0.99	-		•		<u> </u>		•	<u> </u>	•	•	· · · · · · · · · · · · · · · · · · ·			-



2016 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL

CATEGORY: 7500 ORANGE COUNTYWIDE

MOCF: 0.98 SF DATES PSCF ______ 1 01/01/2016 - 01/02/2016 1.01 1.03 2 01/03/2016 - 01/09/2016 1.03 1.05 3 01/10/2016 - 01/16/2016 1.06 1.08 4 01/17/2016 - 01/23/2016 1.04 1.06 5 01/24/2016 - 01/30/2016 1.03 1.05 6 01/31/2016 - 02/06/2016 1.02 1.04 7 02/07/2016 - 02/13/2016 1.01 1.03 8 02/14/2016 - 02/20/2016 1.00 1.02 02/21/2016 - 02/27/2016 0.99 9 1.01 *10 02/28/2016 - 03/05/2016 0.99 1.01 1.00 *11 1.00 *12 *13 *14 1.00 03/27/2016 - 04/02/2016 0.98 04/03/2016 - 04/09/2016 0.98 04/10/2016 - 04/16/2016 0.98 04/17/2016 - 04/23/2016 0.98 04/24/2016 - 04/30/2016 0.98 05/01/2016 - 05/07/2016 0.98 *15 1.00 1.00 *16 *17 1.00 *18 1.00 *19 1.00 *20 1.00 1.01 *21 1.01 1.02 23 24 1.02 25 1.03 26 27 1.03 1.03 28 29 1.04 30 1.03 1.03 31 1.02 1.02 33 34 1.02 1.02 35 1.03 36 37 1.03 1.04 38 39 1.03 1.03 40 1.03 41 42 1.02 1.02 43 1.02 45 1.02 1.02 46 47 1.02 1.02 48 49 1.02 1.03 50 1.03 51 52 1.05 1.08 53

21-FEB-2017 10:54:35

830UPD

5 7500 PKSEASON.TXT

^{*} PEAK SEASON

Appendix EExisting Conditions Analysis Worksheets

	√	•	†	~	\			
Movement	WBL	WBR	NBT	NBR	SBL	SBT		
Lane Configurations	*	7	4		ሻ	†		
Traffic Volume (veh/h)	201	193	274	239	150	15 4		
Future Volume (veh/h)	201	193	274	239	150	154		
Number	3	18	2	12	1	6		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1863	1900	1863	1863		
Adj Flow Rate, veh/h	203	180	277	231	152	156		
Adj No. of Lanes	1	1	1	0	1	1		
Peak Hour Factor	0.99	0.99	0.99	0.99	0.99	0.99		
Percent Heavy Veh, %	2	2	2	2	2	2		
Cap, veh/h	390	348	455	379	492	1208		
Arrive On Green	0.22	0.22	0.48	0.48	0.10	0.65		
Sat Flow, veh/h	1774	1583	940	784	1774	1863		
Grp Volume(v), veh/h	203	180	0	508	152	156		
Grp Sat Flow(s),veh/h/ln	1774	1583	0	1724	1774	1863		
Q Serve(g_s), s	9.2	9.1	0.0	19.6	3.4	2.9		
Cycle Q Clear(g_c), s	9.2	9.1	0.0	19.6	3.4	2.9		
Prop In Lane	1.00	1.00		0.45	1.00			
Lane Grp Cap(c), veh/h	390	348	0	834	492	1208		
V/C Ratio(X)	0.52	0.52	0.00	0.61	0.31	0.13		
Avail Cap(c_a), veh/h	390	348	0	834	492	1208		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	31.3	31.3	0.0	17.2	10.9	6.1		
Incr Delay (d2), s/veh	4.9	5.4	0.0	3.3	1.6	0.2		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	5.0	4.5	0.0	10.1	1.8	1.5		
LnGrp Delay(d),s/veh	36.2	36.7	0.0	20.5	12.5	6.4		
LnGrp LOS	D	D	F	С	В	A		
Approach Vol, veh/h	383		508			308		
Approach Delay, s/veh	36.4		20.5			9.4		
Approach LOS	D		С			А		
Timer	1	2	3	4	5	6	7	8
Assigned Phs	1	2				6		8
Phs Duration (G+Y+Rc), s	15.0	50.0				65.0		26.0
Change Period (Y+Rc), s	6.0	6.0				* 6		6.0
Max Green Setting (Gmax), s	9.0	43.0				* 59		20.0
Max Q Clear Time (g_c+l1), s	5.4	21.6				4.9		11.2
Green Ext Time (p_c), s	0.1	4.3				4.9		8.0
Intersection Summary								
			22.7					
HCM 2010 Ctrl Delay			22.7 C					
HCM 2010 LOS			C					

Existing 17032

Appendix FTrip Generation Sheets

Apartment (220)

Average Vehicle Trip Ends vs: **Dwelling Units**

> On a: Weekday

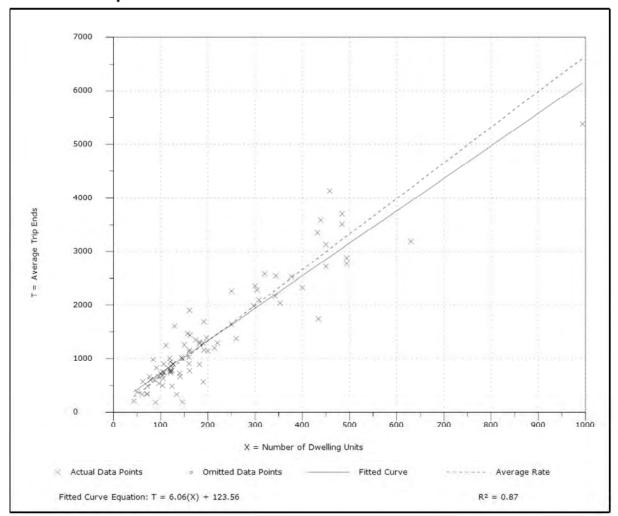
Number of Studies: 88 Avg. Number of Dwelling Units: Directional Distribution: 210

50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.65	1.27 - 12.5	1.68

Data Plot and Equation



Trip Generation, ITE-TGM9th Edition

Apartment

(220)

Average Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

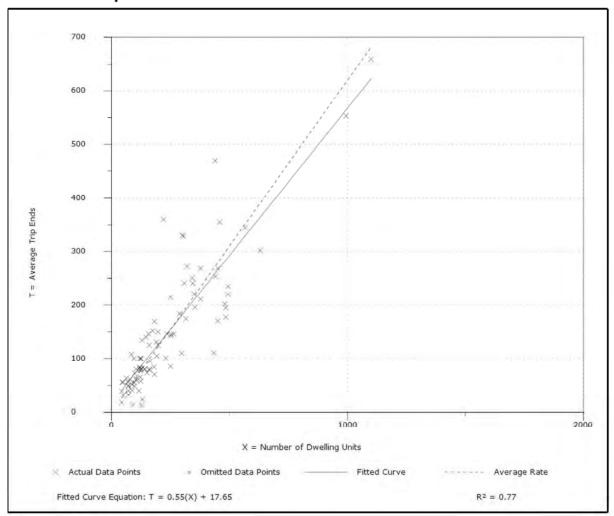
Number of Studies: 90 Avg. Number of Dwelling Units: 233

Directional Distribution: 65% entering, 35% exiting

Trip Generation per Dwelling Unit

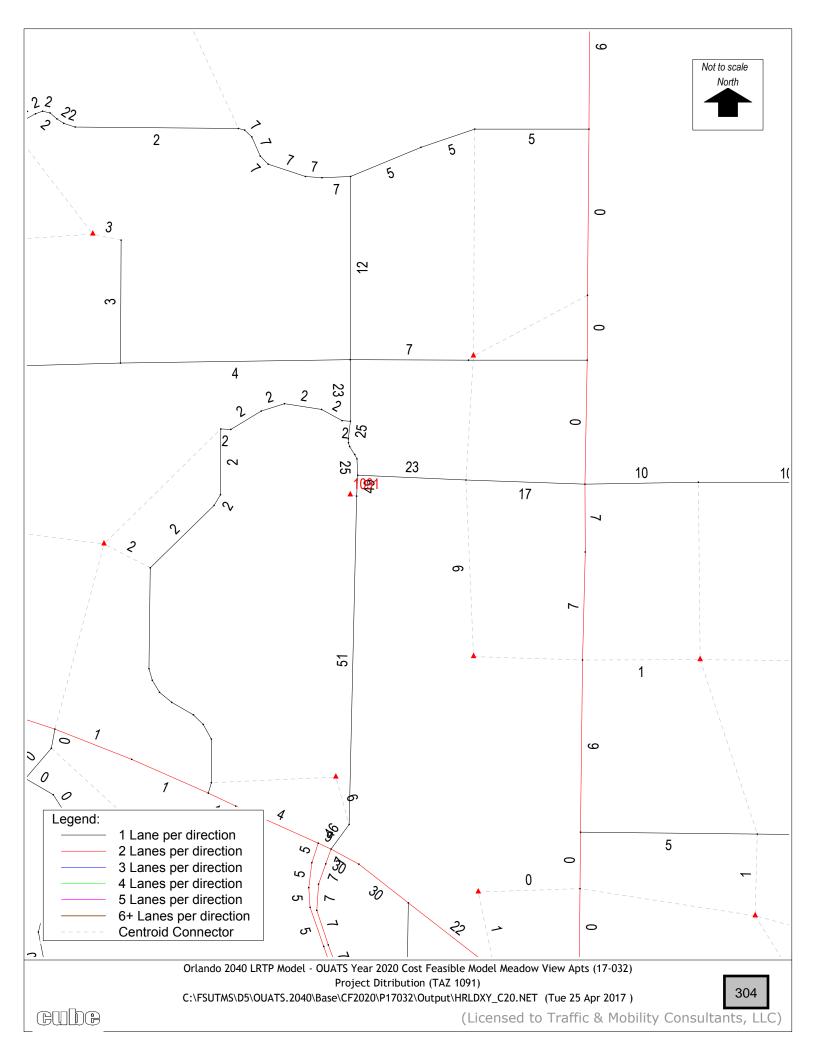
Average Rate	Range of Rates	Standard Deviation
0.62	0.1 - 1.64	0.23

Data Plot and Equation



Trip Generation, ITE-TGM 9th Edition

Appendix GOUATS Model



Appendix HProjected Conditions Analysis Worksheets

Movement WBL WBR NBT NBR SBL SBT Lane Configurations 1 4 1 4 1 4 1
Traffic Volume (veh/h) 201 197 317 239 152 180 Future Volume (veh/h) 201 197 317 239 152 180 Number 3 18 2 12 1 6 Initial O (Ob), veh 0 0 0 0 0 0 Ped-Bike Adj(A_pbT) 1.00 1.00 1.00 1.00 1.00 1.00 Parking Bus, Adj 1.00 1.00 1.00 1.00 1.00 1.00 Adj Sat Flow, veh/h/In 1863 1863 1863 1900 1863 1863 Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.99 0.9
Traffic Volume (veh/h) Puture Volume (veh/h)
Future Volume (veh/h) Number 3 18 2 12 1 6 Initial Q (Qb), veh 0 0 0 0 0 0 Ped-Bike Adj(A_pbT) 1.00 1.00 1.00 1.00 1.00 Parking Bus, Adj 1.00 1.00 1.00 1.00 1.00 1.00 Adj Sat Flow, veh/h/In Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2 2 2 2 2 2 Cap, veh/h 390 348 487 352 462 1208 Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h/In 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s), veh/h/In 1774 1583 0 1734 1774 1863 Q Serve(g_s), s Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s P.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 W/C Ratio(X) Avail Cap(c_a), veh/h 390 348 0 839 462 1208 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 Upstream Filter(I) 1.00 1.00 0.00 1.78 11.6 6.2 Incr Delay (d2), s/veh 4.9 5.7 0.0 4.0 1.9 0.3
Number 3 18 2 12 1 6 Initial Q (Qb), veh 0 0 0 0 0 0 Ped-Bike Adj(A_pbT) 1.00 1.00 1.00 1.00 1.00 Parking Bus, Adj 1.00 1.00 1.00 1.00 1.00 Adj Sat Flow, veh/h/In 1863 1863 1863 1863 1863 Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 1 Peak Hour Factor 0.99 0
Initial Q (Qb), veh 0 0 0 0 0 0 Ped-Bike Adj(A_pbT) 1.00 1.00 1.00 1.00 1.00 Parking Bus, Adj 1.00 1.00 1.00 1.00 1.00 1.00 Adj Sat Flow, veh/h/In 1863 1863 1863 1900 1863 1863 Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Ped-Bike Adj(A_pbT) 1.00 1.00 1.00 1.00 1.00 Parking Bus, Adj 1.00 1.00 1.00 1.00 1.00 1.00 Adj Sat Flow, veh/h/In 1863 1863 1863 1900 1863 1863 Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2 2 2 2 2 2 Cap, veh/h 390 348 487 352 462 1208 Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s), veh/h/ln 1774
Parking Bus, Adj 1.00 1.00 1.00 1.00 1.00 1.00 Adj Sat Flow, veh/h/In 1863 1863 1863 1900 1863 1863 Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2
Adj Sat Flow, veh/h/ln 1863 1863 1863 1900 1863 1863 Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2
Adj Flow Rate, veh/h 203 184 320 231 154 182 Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2 2 2 2 2 2 2 Cap, veh/h 390 348 487 352 462 1208 Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s), veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390<
Adj No. of Lanes 1 1 1 0 1 1 Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2 2 2 2 2 2 2 2 Cap, veh/h 390 348 487 352 462 1208 Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s), veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 W/C Ratio(X)
Peak Hour Factor 0.99 0.99 0.99 0.99 0.99 Percent Heavy Veh, % 2 2 2 2 2 2 Cap, veh/h 390 348 487 352 462 1208 Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s),veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00
Cap, veh/h 390 348 487 352 462 1208 Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s),veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00 0.66 0.33 0.15 Avail Cap(c_a), veh/h 390 348 0 839 462 1208 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 Upstream Filter(I) <t< td=""></t<>
Cap, veh/h 390 348 487 352 462 1208 Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s), veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00 0.66 0.33 0.15 Avail Cap(c_a), veh/h 390 <td< td=""></td<>
Arrive On Green 0.22 0.22 0.48 0.48 0.10 0.65 Sat Flow, veh/h 1774 1583 1007 727 1774 1863 Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s), veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00 0.66 0.33 0.15 Avail Cap(c_a), veh/h 390 348 0 839 462 1208 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 Upstream Filter(I) 1.00 1.00 0.00 1.00 1.00 1.00 Uniform Delay (d2)
Grp Volume(v), veh/h 203 184 0 551 154 182 Grp Sat Flow(s),veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00 0.66 0.33 0.15 Avail Cap(c_a), veh/h 390 348 0 839 462 1208 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 Upstream Filter(I) 1.00 1.00 0.00 1.00 1.00 1.00 Uniform Delay (d2), s/veh 31.3 31.3 0.0 17.8 11.6 6.2 Incr Delay (d2), s/veh <t< td=""></t<>
Grp Sat Flow(s),veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00 0.66 0.33 0.15 Avail Cap(c_a), veh/h 390 348 0 839 462 1208 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 Upstream Filter(I) 1.00 1.00 0.00 1.00 1.00 1.00 Uniform Delay (d), s/veh 31.3 31.3 0.0 17.8 11.6 6.2 Incr Delay (d2), s/veh 4.9 5.7 0.0 4.0 1.9 0.3
Grp Sat Flow(s),veh/h/ln 1774 1583 0 1734 1774 1863 Q Serve(g_s), s 9.2 9.3 0.0 21.9 3.4 3.5 Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00 0.66 0.33 0.15 Avail Cap(c_a), veh/h 390 348 0 839 462 1208 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 Upstream Filter(I) 1.00 1.00 0.00 1.00 1.00 1.00 Uniform Delay (d), s/veh 31.3 31.3 0.0 17.8 11.6 6.2 Incr Delay (d2), s/veh 4.9 5.7 0.0 4.0 1.9 0.3
Cycle Q Clear(g_c), s 9.2 9.3 0.0 21.9 3.4 3.5 Prop In Lane 1.00 1.00 0.42 1.00 Lane Grp Cap(c), veh/h 390 348 0 839 462 1208 V/C Ratio(X) 0.52 0.53 0.00 0.66 0.33 0.15 Avail Cap(c_a), veh/h 390 348 0 839 462 1208 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 Upstream Filter(I) 1.00 1.00 0.00 1.00 1.00 1.00 Uniform Delay (d), s/veh 31.3 31.3 0.0 17.8 11.6 6.2 Incr Delay (d2), s/veh 4.9 5.7 0.0 4.0 1.9 0.3
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Incr Delay (d2), s/veh 4.9 5.7 0.0 4.0 1.9 0.3
J ' ':
Initial O Dolay(d2) shop 0.0 0.0 0.0 0.0 0.0
J. ,
%ile BackOfQ(50%),veh/ln 5.0 4.6 0.0 11.3 1.9 1.9
LnGrp Delay(d),s/veh 36.2 37.0 0.0 21.8 13.6 6.5
LnGrp LOS D D C B A
Approach Vol, veh/h 387 551 336
Approach Delay, s/veh 36.6 21.8 9.7
Approach LOS D C A
Timer 1 2 3 4 5 6 7 8
Assigned Phs 1 2 6 8
Phs Duration (G+Y+Rc), s 15.0 50.0 65.0 26.0
Change Period (Y+Rc), s 6.0 6.0 * 6
Max Green Setting (Gmax), s 9.0 43.0 *59 20.0
Max Q Clear Time (g_c+I1), s 5.4 23.9 5.5 11.3
Green Ext Time (p_c), s 0.1 4.6 5.6 0.8
ntersection Summary
HCM 2010 Ctrl Delay 23.1
HCM 2010 LOS C
Notes

Projected 17032 Synchro 9 Light Report Page 1

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W		ሻ	†	1	05.1
Traffic Vol, veh/h	2	7	13	501	325	4
Future Vol, veh/h	2	7	13	501	325	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-		-	
Storage Length	0	-	0	-	-	-
Veh in Median Storage, #	# 0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	8	14	545	353	4
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	928	355	358	0	-	0
Stage 1	355	-	-	-	-	-
Stage 2	573	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	297	689	1201	-		-
Stage 1	710	-	-	-	-	-
Stage 2	564	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	294	689	1201	-	-	-
Mov Cap-2 Maneuver	294	-	-	-	-	-
Stage 1	710	-	-		-	-
Stage 2	557	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s	11.9		0.2		0	
HCM LOS	В					
Minor Lane/Major Mvmt	NBL	NBT EBLn1	SBT SBR			
Capacity (veh/h)	1201	- 531				
HCM Lane V/C Ratio	0.012	- 0.018				
HCM Control Delay (s)	8	- 11.9				
HCM Lane LOS	A	- B				
HCM 95th %tile Q(veh)	0	- 0.1				
		U.1				

Appendix I Turn Warrants

igure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

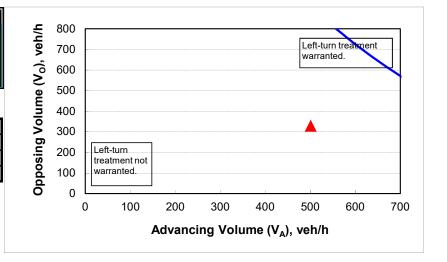
2-lane roadway (English)

INPUT

Variable	Value
85 th percentile speed, mph:	35
Percent of left-turns in advancing volume (V _A), %:	2%
Advancing volume (V _A), veh/h:	501
Opposing volume (V _O), veh/h:	329

OUTPUT

Variable	Value					
Limiting advancing volume (V _A), veh/h:	902					
Guidance for determining the need for a major-road left-turn bay:						
Left-turn treatment NOT warranted.						



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

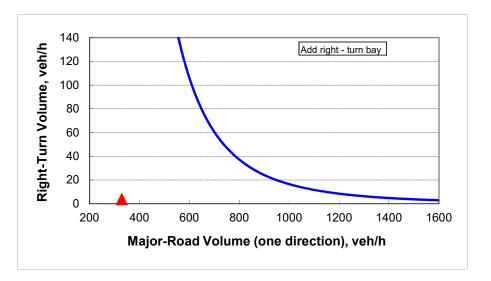
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

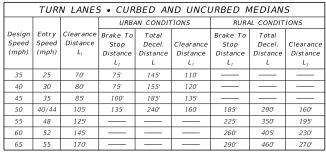
Roadway geometry: 2-lane roadway		adw ay 🔻
Variable		Value
Major-road speed, mph:		35
Major-road volume (one direction), veh/h:		329
Right-turn volume, veh/h:		4

OUTPUT

Variable	Value	
Limiting right-turn volume, veh/h:	942	
Guidance for determining the need for a major-road		
right-turn bay for a 2-lane roadway:		
Do NOT add right-turn bay.		



Appendix J FDOT Index 301



DESIGN NOTES

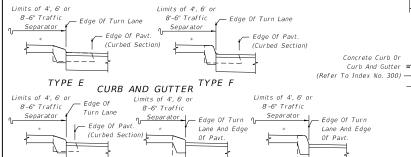
- 1. Basis for turn lane configurations:
- Informed Driver.
- . Stop condition (With Or Without Stop Control).
- · Wet Pavement.
- · Reaction preceding entry point.
- . Minimum braking distance for urban conditions.
- 75' min. for L2.
- · Comfortable deceleration rates for rural conditions (AASHTO 2001 threshold rate of 11.2 ft./s2).

GENERAL NOTES

- 1. The plan views shown are for turn lane taper shapes and dimensional purposes only, they do not prescribe the use of curb, curb and gutter, shoulders nor separators specifically to either rural or urban conditions.
- 2. Total deceleration distances must not be reduced except where lesser values are imposed by unrelocatable control points.
- 3. Right turn lane tapers and distances identical to left turn lanes under stop control conditions. Right turn lane tapers and/or distances are site specific under free flow or yield conditions.
- 4. These left turn configurations apply to continuous left turn lanes only where specifically called for in the plans.
- 5. For pavement markings see Index No. 17346

TYPE A

DESCRIPTION:



TYPE B CURB For Curb And Curb & Gutter Types, See Index No. 300

* Option I Separators Shown (Refer To Index No. 302) MEDIAN CURB AND TRAFFIC SEPARATOR JUNCTURE DETAILS Average Running Speed For Rural Condition SINGLE LEFT TURNS \triangle The length of taper may be increased to L, for single left turns and L₃ for double left turns when: a. Left turn queue vehicles are adequately provided for within the design queue length.

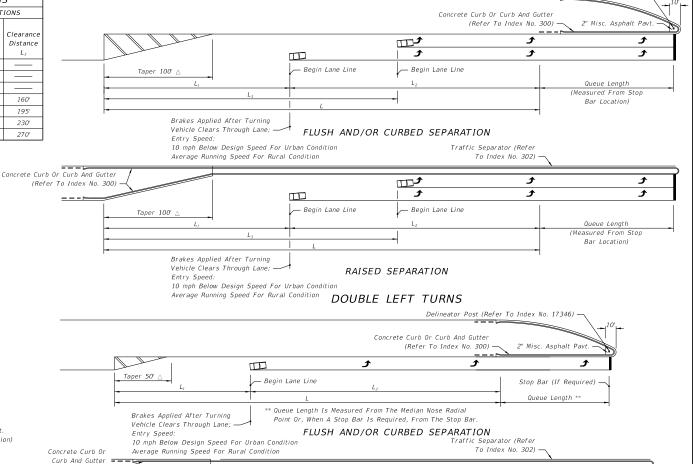
b. Through vehicle queues will not block access to left turn lane.

c. Approved by District Design Engineer.

10 mph Below Design Speed For Urban Condition

TYPE D FY 2016-17 FDOT DESIGN STANDARDS

Of Payt.



♪ ♪ Ш Taper 50' △ Begin Lane Line Stop Bar (If Required) — Queue Length ** Brakes Applied After Turning Vehicle Clears Through Lane: -RAISED SEPARATION Entry Speed:

TURN LANES

INDEX SHEET NO. NO. 301

Delineator Post (Refer To Index No. 17346)

1 of 1

LAST

REVISION

07/01/05



CITY OF APOPKA **CITY COUNCIL**

CONSENT AGENDA

X PUBLIC HEARING

SPECIAL REPORTS

X OTHER: Final Development Plan

MEETING OF:

PLAN

APPROVE THE FINAL DEVELOPMENT PLAN FOR STERLING

November 7, 2018

FROM:

Community Development

EXHIBITS:

Vicinity Map

Aerial Map

Final Development Plan

(REDEVELOPMENT)

Rendering

SUBJECT: FINAL **DEVELOPMENT**

STERLING TITLE

TITLE

SUMMARY:

REQUEST:

OWNER/APPLICANT: Prograde Homes, Inc. c/o Bryan Blake

ENGINEER: Linn Engineering and Design c/o Eric Lagassey, P.E.

LOCATION: 217 South Highland Avenue

PARCEL ID #: 10-21-28-0000-00-031

FUTURE LAND USE: Commercial

ZONING: C-1 (Retail Commercial)

EXISTING USE: Residential

PROPOSED USE: Office

0.26 + / - acresTRACT SIZE:

BUILDING SIZE: 1,337 square feet

FLOOR AREA RATIO 0.12 (0.25 Maximum)

FUNDING SOURCE: N/A

DISTRIBUTION

Finance Director Mayor Nelson Public Services Director Commissioners HR Director Recreation Director

City Administrator IT Director City Clerk

Community Development Director Police Chief Fire Chief

CITY COUNCIL – NOVEMBER 7, 2018 STERLING TITLE– FINAL DEVELOPMENT PLAN PAGE 2

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Commercial	C-1 (Retail Commercial)	Automobile Service Station and Multi-tenant Center
South (City)	Commercial	C-1	Alterations and Tailoring Studio
East (City)	Commercial	C-1	Single Family Residence and Salon
West (City)	Commercial	PUD (Planned Unit Development)	Vacant

PROJECT SUMMARY: This is a request to approve the Sterling Title Redevelopment Final Development Plan that includes conversion of an existing residential structure with 1,337 square feet. A preliminary development plan is not required for development proposing less than 10,000 square feet of building floor area. No square footage will be added to the existing building, which a one being converted from residential use to commercial use. No existing canopy trees are proposed to be removed. This project has been determined as a redevelopment plan based on Section 6.07(A) Hardship Waiver of the Land Development Code (LDC) as it meets the following criteria:

- 1. Existing structure ten years of age or greater.
- 2. The proposed improvements enhance the economic value of the property.
- 3. The proposed improvements enhance the esthetics of the project site.
- 4. The developer/owner demonstrates to the satisfaction of the Development Review Committee (DRC) the proposed improvements would not adversely impact any surrounding properties.
- 5. Proposed improvements are less than 50 percent of the value of the property improvements.

PARKING/ACCESS/TRANSPORTATION: Per LDC parking requirements, 5 parking spaces are required and being proposed, one of which is reserved as a handicapped accessible space. As a redevelopment, the applicant is requesting to reduce the required minimum length of a tandem parking space from 18-feet to 16-feet.

The site will have ingress and egress via Highland Avenue. Due to the area restrictions of the site, the applicant is requesting to reduce the required minimum width of a one-way drive aisle from 18-feet to 11-feet, as well as, a request to reduce the required minimum width of a two-way internal drive aisle from 24-feet to 16-feet.

According to LDC Section 6.07(C), adjustments to requirements, parking. The DRC may, in accordance with this site plan application, authorize parking requirements upon demonstration by the developer that the characteristics of the proposed use required a greater or lesser number of parking spaces than that required or proposed.

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

CITY COUNCIL – NOVEMBER 7, 2018 STERLING TITLE– FINAL DEVELOPMENT PLAN PAGE 3

LANDSCAPING/BUFFER/TREE PROGRAM: As part of the redevelopment plan approval, four specimen oak trees ranging from 24 inches to 48 inches in diameter at breast height (DBH) will be preserved. A row of Japanese Holly trees will be added to the south façade of the building. Red Bud, King Sago and Crape Myrtle trees will be planted to embellish the entrance and driveway. As no trees will be removed, there is no arbor mitigation fee is due based on the following arbor assessment.

Arbor Assessment

Total inches on-site (before removal):	124
Total specimen inches removed	0
Total inches retained:	124
Total inches added:	3
Total inches post development:	127

PUBLIC HEARING SCHEDULE:

October 23, 2018 – Planning Commission, 5:30 pm November 7, 2018 – City Council, 1:30 pm

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Sterling Title Final Development Plan, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on October 23, 2018, found the Sterling Title 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 Sterling Title 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.

CITY COUNCIL – NOVEMBER 7, 2018 STERLING TITLE– FINAL DEVELOPMENT PLAN PAGE 4

Application: Sterling Title - Final Development Plan (Redevelopment)

Owner/Applicant: Prograde Homes, Inc. c/o Bryan Blake

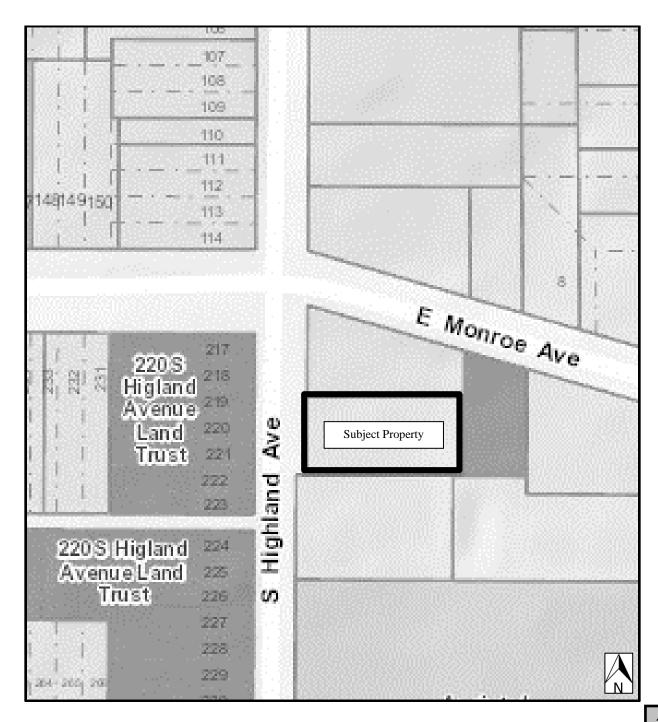
Engineer: Linn Engineering and Design c/o Eric Lagassey, P.E.

Location: 217 South Highland Avenue

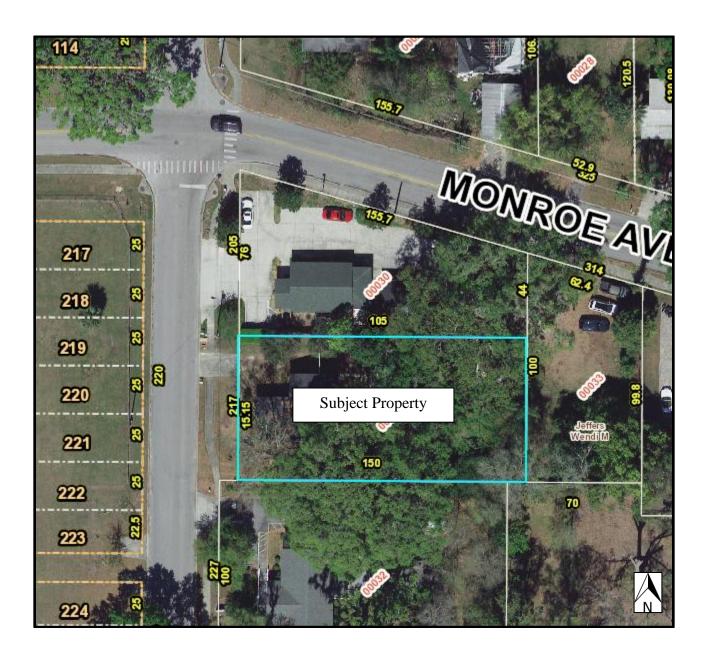
Parcel I.D. #: 10-21-28-0000-00-031

Total Site Area: 0.26 acres +/-

VICINITY MAP



AERIAL MAP



REDEVELOPMENT/FINAL DEVELOPMENT PLAN

FOR

STERLING TITLE

217 S. HIGHLAND AVENUE APOPKA, FLORIDA 32703

PARCEL ID# 10-21-28-0000-00-031 AUGUST, 2018

OWNER/APPLICANT: PROGRADE HOMES, INC. P.O. BOX 916806 LONGWOOD, FL 32789 PHONE: (407) 557-2829 FAX: (407) 898-2911

EMAIL: elagassey@linneng

ENGINEER: ERIC P. LAGASSEY, P.E. LINN ENGINEERING & DESIGN PO BOX 140024 ORLANDO, FL 32814 PHONE: 407-493-2261

LANDSCAPE ARCHITECT:

LAKE MARY, FLORIDA 32746

PHONE: (407) 678-3366 FAX: (407) 320-8165

IRELAND & ASSOCIATES SURVEYING, INC.

1301 S. INTERNATIONAL PARKWAY

SUITE 2001

DALE & COMPANY 651 N. MILLS AVENUE ORLANDO, FLORIDA 32803 PHONE: (407) 894-1317 FAX: (407) 894-8986

Legal Description:

Beginning 706.6 Feet North of The Southwest Corner of The Northeast 1/4 of The Southwest 1/4 of Section 10, Township 21 South, Range 28 East, Orange County, Florida, Run North 75.15 Feet, East 160 Feet, South 75.15 Feet, West 160 Feet To The Point of Beginning. (Less Any Portion of Caption Property Lying Within Road Right of Way On The West).

By performing a search with the local governing municipality or www.fema.gov, the property appears to be located in zone X. This Property was found in City of Apopka, community number 120180, dated 9/25/2009.

PROJECT LOCATION



LOCATION MAP

DRAWING INDEX

LI501

C1	COVER
C2	GENERAL NOTES
C3	EXISTING CONDITIONS & DEMOLITION PLAN
C4	SITE PLAN
C5	PAVING, GRADING, DRAINAGE & UTILITY PLAN
SWPPP-1 -	EROSION CONTROL & STORMWATER
SWPPP-2	POLLUTION PREVENTION PLAN & DETAILS
S1	SURVEY
L101	LANDSCAPE SITE PLAN
L501	LANDSCAPE DETAILS AND SPECIFICATIONS
LI101	IRRIGATION SITE PLAN

IRRIGATION DETAILS AND SP 318 FIONS

			Tabl VARIANCE OR W	
WAIVER REQUES	T 1			
Code Number	6.02.10	.C.16		
Code Requirement	The mir	imum and maxi	mum width of co	nmercial drives shall be as specified below:
		Minimum (feet)	Maximum (feet)	
	One- way	18	20*	
	Two- way	24	40*	
	*Or as required for multilane driveways			
Variance or Walver	Walver			
Request	A request to reduce the required minimum width of a one-way drive aisle from 18 feet to 11 feet.			
Justification	from the between and a fundamental	main building a e north property n the subject pro ture land use de yeway while mai	nd patio are local vine. A 5 foot lan operty and the pr esignation of Com	Engineering Requirements - ed approximately 19.3 and 18.6 feet, respectively discape buffer is required operty to the north, which is zoned C-1, mercial. The available land for construction t landscaper buffer as well as some landscaping for

Code Number	6.03.05.8.3
Code Requirement	Tandem parking spaces must be minimum of nine feet wide and 18 feet long.
Variance or Waiver	Walver
Request	A request to reduce the required minimum length of a tandem parking space from 18 feet to 16 feet.
Justification	Per 6.07.00 - Hardship Walver, B. Unique Engineering Requirements - A historic tree (32" oak tree) is located near the northeast portion of the property. A 5 foot landscape buffer is required between the subject property and the property to the east which is zoned C-1, and a future land use designation of Commercial. The available land between the historic oak tree and the 5-foot landscape buffer along the east side of the property measures approximately 32-feet. In an effort to preserve the historic oak tree and maintain the required 5-foot landscape buffer, we are proposing to reduce the width of the access way to 16-feet near the northeast portion of the property as well as reduce the length of the 5 required parking spaces adjacent to the east property boundary to 16-feet.

WAIVER REQUES	T3
Code Number	6.03.05.B.11
Code Requirement	Access ways for internal traffic circulation of parking areas shall be a minimum of 18 feet for one-way traffic and 24 feet for two-way traffic.
Variance or Waiver	Walver
Request	A request to reduce the required minimum width of a two-way internal drive alsie from 24 feet to 16 feet.
Justification	Per 6.07.00 - Hardship Walver, B. Unique Engineering Requirements - A historic tree [32" oak tree] is located near the northeast portion of the property. A 5 foot landscape buffer is required between the subject property and the property to the east which is zoned C-1, and a future land use designation of Commercial. The available land between the historic oak tree and the 5-foot landscape buffer along the east side of the property measures approximately 32-feet. In an effort to preserve the historic oak tree and maintain the required 5-foot landscape buffer, we are proposing to reduce the width of the access way to 16-feet near the northeast portion of the property as well as reduce the length of the 5 required parking spaces adjacent to the east property boundary to 16-feet.

COVER SHEET

STERLING TITLE 7 S. HIGHLAND AVENUE CITY OF APOPKA

PROJECT NO. 24200-18-100

SHEET NUMBER C1

2. PRIOR TO THE HITHATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL WERFY ANY EDISTRIVA UNITIES NOLLONG GAS, WATER, ELECTRIC, CAREE TY, COMMINICATIONS, SANTARY SEMBIS AND STORM DRAPAGE SYSTEMS, ON AND / OR ADJACENT TO THE SITE, REMOYE OR CAP AS NECESSARY.

J. THE CONTRACTOR SHALL EXERGISE CAUTION IN AREAS OF BURED UNILTIES AND SHALL CALL "SUNCEINE" AT 1-800-432-4770 AT LEAST 48 HOURS PROR TO CONSTRUCTION TO ARRANGE FOR TREID LOCATIONS OF BURED URLIPES.

4. The contractor is responsere for reparing any diabage to edisting facultes, above de below ground, that bay occur as a result of the more performed, by the contractor or sub-contractors, as called for in these contract documents.

5. II IS THE CONTRACTOR'S RESPONSEMENT TO BECOME FAVALIAR MITH THE PERMIT AND INSPECTION RECURRICIES SPECIFIED BY THE WARDES GOVERNMENTAL ACCIDITS AND THE DISSESSER THE CONTRACTOR SHALL GREAT ALL INCESSARY FERMINE PROPE TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO ACRICY INSTRUCTION/REQUIREMENTS.

5. THE CONTRACTOR SHALL SUBMIT SHOP DRAWNOS, CH ALL PRECAST AND MUNUFACTURED ITEM. TO THE OWNER'S ENGINEER FOR APPROVAL FALURE TO GOTAN APPROVAL DEFORE INSTALLATION MAY RESELT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

7. ALL URBITY SERVICE STUB-OUTS (WATER, SANTARY SEWER, etc.) ARE TO BE DISTALLED MITCH. 5" OF BUILDING(S), UNLESS OTHERMSE NOTED ON PLANS.

B. CONTRACTOR TO COORDINATE WITH THE APPLICABLE ELECTRIC UTELTY SUPPLIER REGARDING AND INTERESSARY RELOCATION(S) OF INDERFORMED AND/OR OVERFEAD ELECTRIC FACULTES, AND FOR THE LOCATION AND INSTALLABOR OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACULTES.

A. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGALATIONS ARE TO BE EXPONED. THE CONTRACTOR OR HIS REPRESENTANTES SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE MANELING PUBLIC AND THE SAFETY OF

B. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSMA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

C. THE MINIAUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF "THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SATE PRACTICES FOR STREET AND HORIMAY FUNDA, MARKEL UR INCOME COMING, NO SHE PROJECTS FOR SHEET AND INCOMES

D. ALL TRAFFIC CONTROL MARISHOS AND DEVICES SHALL CONFORM TO THE PROVISORS SET FOR THE MARIAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTION OF TEDERAL HORIZAT ADMINISTRATION.

E. ALL SUBSERFACE CONSTRUCTION SHALL COMPLY WITH THE "RENCH SAFETY ACT". THE CONTRACTOR SHALL DISTRE THAT THE WETHOO OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE COCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGRAZIONS.

If shall be the sole responsibility of the contractor to couply and. Exporce all applicable smeth recollings, the above decoration has been provided for the contractors thousaction and does not daily that the order or disoner will inspect and/or enverce smeth regulations.

10. IT SHALL BE THE RESPONSEBITY OF THE CONTRACTOR TO DOTAN AN "ON-SITE PRIME PERSON! (F. RECURSED) FOR CONSTRUCTION OF THE PROPOSED UTULITIES. THIS FEMALY MUST BE SHALL BE S

HE GRAPHS INFORMATION BEPICITED ON THESE PLANS HAS BEEN COMPALED TO PROPORTION BY SOLIE AS ACCIDENTLY AS POSSEILE HOWEVER, DUE TO REPRODUCTIVE DISTRIPRION, REDUCTION, AND/CR REVISIONS, INTERNATION CONTINUED HEREN IS NOT INTERCED TO BE SCALED FOR CONSTRUCTION PURPOSES.

12. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST SEMISIBLE.

13. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PROR TO BASE AND SURFACE CONSTRUCTION.

14. NORS PERFORMED LYDIER INIS CONTRACT SHALL INTERFACE EMPOTHEY WITH ANY OTHER MOCK SOME PERFORMED OR SET BY OTHER CONTRACTIONS/SUSFCONDACTIONS AND UTILITY COMPANIES. IT WILL BE INCOSSIANT FOR THE GRIEFAL CONTRACTION TO COORDINATE AND SCHEDULE INS/INST ACTIONITIES ACCORDINATE.

15. ALL DISTURBED AREAS MITHEN THE FIDOT R/W ISHALL BE SCODED WITH ARGENTINE BAHA SOO.

16. MHERE APPLICABLE UTLITY TRENCHES CROSSING PANEMENT AREAS SHALL BE BACKFILLED MITH CRAINSLAS MATERIAL IN THELME INCH (127) LAYERS AND COMPANIED TO RIVERY BOM! PERCENT (98 %) MATINUM DENSITY AS DETERMINED BY ANSHTO T—19 OR T—238.

17. ALL DIMENSIONS ARE TO FACE OF CURB.

18. ALL DEVENCES AT UTELTY AND STORM STRUCTURES (RALE/ARAHOLES WINE) ROADWAY TO 3' 21 BLOCK OF CURB) SHALL BE 98% WINEN PAYEMENT AREAS, AND A BENETIT OF 95% FUR STRUCTURES OUTSIDE PAYEM AREAS PER AASHTO-160 (WOOTED) IS RECURRED.

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE ORDER'S ENDNEER WITH COMPLETE "AS-BUILT" SOTTOMARCH, CERTIFICED BY A RECISTED LIAND SAMPHOR. THIS FASHBLE SHEARCH HER SHALL ROLLE SHEAR SELECTIONS, LOCATIONS OF FRINCIPLES FOR ALL UTLITES INSTALLED, AS WILL AS ENDO ENERLY LOCATIONS AND ELEVATIONS FOR PROPOSED OKSTRUCTURES OF DEMONSTRUCTURE PROPOSED THE CONSTRUCTION OF PROPOSED SHALL EXAMPLE AND APPROPRIATE OF THE ORDERINATE OF THE OWNERS SHALL BE MADE WITH, THIS INTERNATION HAS BEEN RECEIVED AND APPROPED BY THE OWNERS.

CLEARING AND SITE PREPARATION NOTES:

THE CONTRACTOR SHALL BE RESPONSINE FOR THE PROPER INSTALLATION OF THE EROSCON CONTROL DEVICES, AS SHOWN ON THE CONSTRUCTION PLANS, PROR TO JAYY SITE CLEARNO AND/OR DERIGITION, RETER TO THE "EMOSCH CONTROL NOTES" SECTION CONTAINED HERBIR FOR ADDITIONAL RECORDINATION.

2. PROR TO ANY SITE OLARING, ALL TREES SHOWN TO PROMOR, AS DIDENTED ON THE CONSTRUCTION PLANS, SHALL BE PROTECTED ON ACCORDANCE WITH LOCAL TREE GROWNANCES, AND DEFALS COMPANSED IN DEETE, PLANS. IT SHALL BE THE CONTRICTOR'S RESPONSELITY TO HARMAN DEETE PRESS IN GOOD CONTINUENT, OF THE STATE
3. THE CONTRACTOR SHALL CLEAR AND GRUB CNLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. ALL DISTURBED AREAS MUST BE SEEDED, MACHED, SCOOED OR PLAYTED WITH OTHER APPROXID LANDSCAPE MATERIAL, BAUGHTLEY FOLLOWING CONSTRUCTIONS.

4. THE TIP 4" TO 5" OF CHICADI REMOVED DIRBUG CLIARDIG AND CHIRBROW ACTIVITIES SHALL BE SECURIED, TO BE USED FOR LANGUAGHE DIRBUG CLIARDIG AND CHIRBROW CHICATES SHALL BE ORGAN. REMAINS CARRIENDE WHAT RESULTS THAT LANGUAGHE AND REMAINS OR SITE DICKMATION. BY THE CHIRBROW CHIRBROW CHIRBROW THAT RESULTS THAT LANGUAGHE AND PROPERTIES OF THE CHIRBROW CHIRBR

ALL EXISTING DEBRIS (ABONE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE USPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGRAZIOTY, AGENCY REQUESIENTS.

6. THE CONTRACTOR IS TO PREPARE THE SHE IN ACCORDANCE WITH THE SOILS REPORT, COPIES OF WHICH ARE AVAILABLE DIRECTOR THE DIRECT OR SOILS TESTING COMPANY DRECTLY.

7. CONTRACTOR TO BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY CONSTRUCTION FENCE. TYPE OF FENCE TO BE SUBMITTED BY CONTRACTOR TO ENGINEER FOR APPROVAL.

8. CONFRACTOR SHALL MARKAN STORMARER MARKGEMENT SYSTEM TO PISARE NO DAMAGE TO ADJACENT PROPERTIES OCCURS DARING STORM EVENTS.

9. DISTURBED AREA(S) WITHIN THE ROW WILL COMPACTED TO 98% OF MAXIMUM DENSITY AND SHORED.

10. DO NOT DISTRUB EXISTING LADERDRAIN OR STORM SYSTEMS.

II. NO STOCKPILNO OF MATERIAL IN ROADINAY OR OH SIDEMALK, ALL DIRT AND DEBROS NEL BE REMOVED FROM JOB STIE DAMY, ROADS AND SIDEMALK TO BE SMEPT DAMY AS PART OF DAMY OF ANILOW

13. PROTECT STRUCTURES, UTLITIES, SDEWALKS, PAYEMENTS, AND OTHER FACULTES FROM DAMAGE CAUSED BY SETTEMENT, LATERAL MONEMENT, UNDERWARDS, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLTAN OPERATORI.

14. REMOVE WASTE MATERIALS AND UNSURTINGLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF STE IN A LEGAL MAINTER.

15. DURNING PREPARATION OF THE SAR GRADE AND UNTIL THE PAVAIG IS BY PLACE, THE CONTRICTOR SHALL PROMPTLY TAKE PLASSWARE PLESSARES TO GOTHAN AND AMATHAN A ORY SITE COMMITME. SHE PLASSARES SHALL ROUGHE PROMPTO OF THES SHAPE, CHARP, HANCH PANA AND/CHE SHAPING OF FACILITATE WATER PEROVAL, AND OTHER OPERATIONS TO SPEED DETRING.

IS, ALL DELITEROUS SIRBURIACE MATERNAL (LE, MADE, PEAL, BURCO DEBUS, ETC.) IS TO BE ELECANIED AND REPLACED WITH SURMAL-FOOMWATER SACE, AS DIRECTED BY THE OWNER, THE OWNER DELINEARS, OR OWNERS OSI, STENING COMPANY, DELETINGUES MARRIAL TO THE STOCKHED OR REMOVED FINAL THE SITE AS DIRECTED BY THE OWNER, LE TOKANIED, AREAS ARE TO BE MADERILLE OF THESE PLANS. CONTINUED AS SHOWNER THESE PLANS. CONTINUED AS SHOWNER THESE PLANS. CONTINUED AS SHOWNER OF THESE PLANS.

18. THE CONTRACTOR WELL STABLIZE BY SEED AND MULCH, SOO, OR DIFFER APPROVAD MATERIALS ANY DISTRIBUTE AREAS WHICH WAS RECEIVED FOR CONSTRUCTION OF THE UTILITY INSTITUS AND PARAMENT AREAS, CONTRACTOR STABLE MATERIAS STOR AREAS LIVILE, TRAIL ACCEPTANCE BY DANCE. CONTRACTOR STABLE MATERIAS TOOK AREAS LIVILE, TRAIL ACCEPTANCE BY DANCE. CONTRACTOR TO COMMUNICATION OF THE OFFICE AND AREAS AND ASSESSMENT OF THE OFFICE AND AREAS AND ASSESSMENT OF THE OFFICE ASSESSMENT OF THE OFFICE AND ASSESSMENT OF THE OFFICE ASSESSMENT O

PAYING AND GRADING NOTES:

I. ALL DILETROUS SUBSTREAGE MATERIAL (LE. MOCK, PEAT, BURRED DEBRIS, ETC.) IS TO BE ELICANATID AND REPLACED WITH SUBMALE/COMPACTED SOLS, AS DESCRIBED BY THE OMNER, THE OMNERS BOXDERS, FOR OWNERS ON TESTING COMPANY, DICETEROUS MARRIERAL IS TO BE STOCKHED ON REMOVED FROM THE SITE AS DESCRIBE BY THE OWNER, DICAVATED MARIA MARE TO BE REMOVED THAN APPROVED MALHERAL AND COMPANIED AS SHORN ON THESE PAINS. CONTRICTING IS RESPONSIBLE FOR ACCURANCE ANY PERMITS THAT ARE NECESSARY FOR REMOVING DILETTROUS MATERIAL FROM THE SITE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVICE BRACING, SPECTING OR SHORNO AS ATCESSARY, DETATIENCO WITHOUS SHALL B USED AS REQUIRED TO KEEP TRENCHES DRY WILL PPE AND APPURTENANCES ARE BEING PLACED.

J. ALL NECESSARY FILL AND EMBANOMENT THAY IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFICD BY THE OWNER'S SOLS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THISSE PLANS. 4. PROPOSED SPOT ELEVATIONS REPRESENT FINSHED PAYEMENT OR CROWN SURFACE GRADES, URLESS OTHERWISE ROTED.

5. IT WAY BE NECESSARY TO FIELD ADJUST PAYEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED, CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PROOF TO ANY ELEVATION CHANGES.

6. CONTRACTOR SHALL TRIM, TACK AND MATCH DUSTING PAVEMENT AT LOCATIONS WHERE NEW PAIDWENT MEETS EXISTING PAVEMENT.

CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVENDIT, UNLESS OTHERMISE NOTED, RETER TO THE LATEST EXTRON OF F.O.O.T. "ROADMAY AND TRANSPORESSION STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.O.O.T. TIPE CURB AND QUITTERS CALLED FOR BY TRESE PLANS.

8, PROR TO CONSTRUCTING CONCRETE PAYEMENT, THE CONTRACTOR IS 10 SUBBIT A PROPOSED JOHTHO PATTERN TO THE SOLS ENGINEER FOR APPROVAL.

9. Contractor to proyde a $1/2^\circ$ to 1° bituanous edpanson Jont Material with sealer at abuthent of concrete and other materials (structures, other powred) 10. ALL PAYEMENT WARRINGS SHALL BE MADE IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX 117346.

12. THE CONTRACTOR SHALL RESTORE OFF-SHE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PROR TO START OF CONSTRUCTION.

13. UNLESS OTHERMSE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES

14. SURVEY HONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF MORK BY A REGISTERED LAND SURVEYOR.

15. Final grades shown include sod height, all areas shall be graded to drain away from the Bueldings.

TESTING AND INSPECTION REQUIREMENTS (PAVING/GRADING):

The contractor is responsible for cordonative applicable testing with the sols bloker, tests the ser regular parsulant with the sols bendet, upon completion of most the sols device wall subart destinations to the owner and owner's encreer stating that all requirements have been vet.

2. A COMPLETE TESTING LABORATORY SHALL PROPORN ALL TESTING RECESSARY TO ASSAME COMPANIES OF THE IN-PLACE NATIONALS AS REQUIRED BY THEIR PLANS, THE VARIOUS ADRINES AND PROMET CONTROLS SHOULD ANY RETISTING BE REQUIRED DUE TO THE FALLIES OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTROLTER WILL BEAR ALL COSTS OF SAD RETISTING.

STORM DRAINAGE SYSTEM NOTES: CONSTRUCTION OF THE STORMANTE WANGEVEN SYSTEM WIST SE COMPLETE AND ALL DISTINGED AREAS STANLEDS IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PROVE TO ANY OF THE TUDIONING SENANCE OF THE THE STORMANT OF THE THIS TERROR OF RESPONSIVITY FOR WANTERNOOF OF THE THIS THEORY OF THE TOWNSTEP OF THE TOWNSTEP OF THE THIS THEORY OF THE STITIST OF A 98644 OFFICER OF THE STORMANT OF THE TOWNSTEP OF THE STORMANT OF THE TOWNSTEP OF THE STORMANT
DEWATERING NOTES:

THE CONTRACTOR ENCOUNTERS THE CLAY LAYER, HE/SHE IS TO PLACE A WARRAN OF 2 FEET OF SANDY MATERIAL CYCR THE CLAY AND TERMINATE THE DEPTH OF THE EXCAVATION.

4. F CONTRACTION DECOMPLES SITY/CLAY SAND, MIGH CAUSE THE WATER TO BEDOME THROUGH.

14. FOR SHALL THAT THE SERVINE BASIN WIN OFBECH, ADDITINE SECURI AS ALLIM IN ORDER TO

PROVIDE THE CONTRACTION OF THE PRATICES. MIGH ALLIMS THE TO SETTE AND THE WATER TO

BECOME LESS TURBED, IF TURBED WATER SECONDITIONED DURSHIS DECAMATION OF THE FROND, THE

CONTRACTION SHALL NORTH THE CHARGER OF RECORD MEMORIANET, TO DETERMINE THE CURBET

ACTION THAT IS APPROVINGED. TO RECORD MEMORIANET, TO DETERMINE THE CURBET

MALE SHAPER SHALL THE LIBRARY AND ALLION DISCONNECE THAT MEET WATER

OULLIT STANDAMES.

S. THE CONTRACTOR SHALL SEQUENCE THE EXCAVATION OF THE STORMARTER PORCES SUCH THAT A SECURITY BASIS WILL BE AVAILABLE AT ALL TAKES. THE SEQUENT BASIS CAN BE RELOCATED AS RECESSIVE SERVED TO THE BALLER MITHEN THE SEQUENT BASIS BEING ROXI-TURSIO AND ACCEPTUARE FOR DISCHARCE OFF-SITE.

BEST MANAGEMENT PRACTICES:

BES PLAN HAS BEEN PREPARED TO ENGINE COMPLIANCE WITH APPROPRIATE CONSTITUTION OF FLOREDA OPPARIMENT OF ENVIRONMENTAL PROTECTION (PERP), <u>MUNICIPALITY LARGE DEPERCEMENT ESTRALADORS</u> MAD S.L. AMOST SANTE RATTE MUNICIPALITY DEPERCY (S.R.MOD). THE FLAN ADORESSES THE FRUIDWIN AREAS.

1. CONSPAIL ENGINE CONTROL.
2. PROTECTION OF SINYACE WATER GUALITY DURING AND AFTER CONSTRUCTION.

3. CONTROL OF WIND EMERGIN.

DE VAROUS TEUROCUES OR ACTIONS BEHTIFED URBER EACH SECTION ROCKATE THE APPROPRIATE STUATION WHICH THE TROCKOUTS SHOULD BE URBEITED. IT SHOULD BE HOTIOD DAYS THE REASHESS BEHTIFED ON THIS FLAN ACTION. SUGGESTED BUPIS, THE CORTIMATOR SHALL PROVICE POLLUTION PROSPRIEM AND BROSSIN CONTROL MEASURES AS SPECIFIED BY ITDOI NODES. JUDO SAID AS RECESSARY FOR EACH SPECIFIC PROVINCE MEASURES AS SPECIFIED BY ITDOI NODES.

SECTION 1 GENERAL EROSION CONTROL

1.1 GORBAL EROSCOL CONTROL BEST WANGEMENT PRACTICES SMALL BE BUPLOYED TO MAYWIZE SOLL DROSCOL AND POTDITION, POND SLOPE CAVE-US. WHILE THE VAROUS TECHNOLOES REQUIRED WELL BE STE AND PLAN SPECTRO, THEY SHOULD BE DIPHOYED AS SOON AS POSSIBLE DURNING CONSTRUCTION AGENTLES.

1.2 SLOPES OF BANKS OF RETENTION/DETENTION PORDS SHALL BE CONSTRUCTED NOT STEEPER THAN SHITY FROM TOP OF BASIC TO TWO FEET BLOW THE CONTROL ELEVATION. 1.3 SOO SHALL BE PLACED FOR A WIN 2-FOOT MOE STRP ADJUNCHG ALL CURBING AND AROUND ALL INLETS SOO SHALL BE PLACED BEFORE SLT BARRERS ARE RENOVED.

1.4 CLEARED STE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED MITH HAY OR OVER SELECTED AND PERCONCALLY MATERIAL SUFFICIENTLY TO STANGED THE TUMORATING EXCHANGED THE

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION:

2.1 SUBFACE WATER QUALITY SHALL BE MANTAINED BY EMPLOYING THE FOLLOWING BEST MANAGEMENT PRACEICES IN THE CONSTRUCTION PLANSING AND CONSTRUCTION OF ALL

2.2 WHERE PRACTICAL, STORWHATER SHALL BE CONVEYED BY SWALES.

2.3 ERVISION UNEXTRES SHALL BE DAVIOTO TO MARKAT RABBOTY OF SARVACE MATERS
2.3 ERVISION CARRO MARKES SHALL BE DAVIOTO TO MARKAT RABBOTY OF SARVACE MATERS
2.3 ERVISION CONTROL MENTANCINA MATHATY, WHATE THE MARKANS MEASURES REQUIRED
MALL BE STE SPECIFIC, THEY SHALL BE DAVIOTED AS NEIDED IN ACCORDANCE WITH THE
PROLITEMEN.

 ${\mathbb A}_{\cdot}$ by general, broson small be controlled at the puritiest practical upstream location. IOCATION

8. STONMATER MALES SHALL BE PROTECTED DURBNO CONSTRUCTION AS SHOWN ON THIS
SPECT, PROTECTION VEASURES SHALL BE DIPLOYED AS SOON AS PRACTICAL DURBNO THE VAROUS
STARES OF NATE CONSTRUCTION. SET BANKERS SHALL REPAIN IN PLACE UNIT, SOURCE AROUND
MALES IS COUNTED.

24 REAVY ONSTRUCKS ECOPACHT PARSON AND MOREOMOS AREAS SALL BE SECRED TO THE PARSON OF
2.5 SLT BARRERS, MY SLT WHICH ACCUMULATES BENHO THE BARRERS, AND ANY FILL USED TO ARCHER THE ENERGY STALL BE REMOVED PROMPTLY AFTER THE END OF THE MANNEMANCE PERCOS SPECIFIED FOR THE BARRERS.

2.5 WHERE REQUIRED TO PREVENT EROSON FROM SMEET FLOW ADMOSS BARE GROUND FROM INTERES A LAKE OR SMALE, A TEMPORARY SEDMENT SAMP SHALL BE CONSTRUCTED. THE TEMPORARY SEDMENT SAMP SHALL REMAIN IN PLACE WITH VEGETATION IS ESTABLISHED ON THE GROUND DRAWING TO THE SLAPP.

2.7 ALL PANTES) AND OTHER HAZARDOUS WATERIALS SHALL BE CONTAINED WITHIN A SHICLE ON-SITE AREA WITHIN STALLED CONTAINERS.

2.8 INSPECTION AND MAINTENANCE PROCEDURES FOR CONTROL MEASURES EXENTERED IN THE PLANE A. THE CONTRACTOR IS REQUIRED TO PROVOE A QUALIFIED INSPECTOR TO PERFORM AND DOCUMENT REQUIRED DISPECTIONS.

8. ALL DISTURBED AREAS, STORAGE AREAS, AND CONSTRUCTION EXITS MUST BE DISPECTED. THIS INCLUDES OFF-SITE CONSTRUCTION AREAS.

C. INSPECTIONS MUST BE COMPLETED ONCE EYERY SEVEN DAYS AND/OR WITHIN 24 HOURS OF A STORM EVENT OF U.S. INCHES OR CREATER (CONTRACTOR TO PROVIDE AN ON-SITE RAIN GAUGE AND PROVIDE DAILY RECORDING OF RAIN EVENTS).

D. ALL AREAS OF UNSATISFACTORY CHIROLS (INCLINOIS DISTING OXITING, WEASIRES OR ASEAS FEOURISM ADMINISM, CORTING, WEASIRES) SHALL BE REPARTED/AVARIAND/INSTALLED WHEN 24 HOURS OF THE OSERVANCE OR PROR TO AN ANTOPATED RAN EVENT IF FORECAST SOCKER THAN 24 HOURS. 2.9 ALL WATER RUNGET RESULTING FROM SCURCES OTHER THAN RUNGALL EVENTS (I.E. BLOW-OFF FROM INDRO-STATIC TESTING, PROCESS WATER FROM VEHICLE WASHDOWN, FIR.) SHALL BE OFFICE TOWARDS THE OTHER SUPPLACE WATER MAULICIENT STISTEM, WEETHER IN TEMPORARY OR FINAL CREMENS, SO THAT IT HAS NO JUSTICE BYPACTS TO DOWNSTREAM WATER GAVANT CREMENS.

SECTION 3 CONTROL OF WIND EROSION:

AT WHO EROSON SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:

A BARE EARTH AREAS SHALL BE WAITERD OURNO CONSTRUCTION AS INCESSARY TO MANAZE THE TRANSPORT OF FUNDING DUST. IT HAY BE INTESSARY TO LIMIT CONSTRUCTION YEARLY SPEED IF BARES EARTH NAS NOT BEEN DIFFICIENTLY WAITERD. IN NO CASE SHALL FURTING DUST BE ALLORED TO LEAVE THE SITE MADER CONSTRUCTION.

C. AT MAY TIME BOTH DURBING AND AFTER STIE CONSTRUCTION THAT WATERING MAD/OR TRANSPORT OF FACILITY OUTST, OPEN DEFINED IN CONTROLLING WAY DROSON MAD/OR TRANSPORT OF FACILITY OUTST, OPEN DEFENCES AS ARE INCESSENTED OR SAKE OUTSTOOD, THESE WEIGHOS MAY NOLUBE PRECISION OF OUTST CONTROL FENCES. F REQUIRED, DUST CONTROL FENCES SHALL BE CONSIDERED BY ACCORDANCE

1. GENERAL — ALL EROSOM AND SILATION CONTROL METHODS SMULL BE IMPLIDENTED PROR TO THE STAFF OF CONSTRUCTION. DURNOS CONSTRUCTION, BEARDAY SHALL BE CONTEED BY REAL STAFF, BAY AND FILTER FARRES. ALL STEME STAFF BALES IN THE VOINTY OF THE FROCET SMULL BE POFECTED BY SEMENT TRAPS OF HAY BALES. THESE WOLL BE WHITE ADDRESS TO MASSED CONSTRUCTION OF CONSTRUCTION PROCESS TO MASSED CONSTRUCTION OF STAFF OF CONSTRUCTION AREAS WILL BE RESMAPED, ELEMAND OF SIX, MOD AND CERSON, AND NEW-SOURCE DISPATENCE OF SIX MOD AND CERSON, AND CONSTRUCTION OF SIX MOD AND CERSON, AND CONSTRUCTION OF SIX MOD AND CERSON.

2. PHOTECHON AND STABLIZATION OF ON—SIE SOL STOCKPRES.— FILL MATERIAL STOCKPRES SHALL BE PROTECTED AT ALL TIMES BY ON—SIE DRAMAGE COURSOLS WHICH PROTECT EROSKIN COMES TO THE STOCKPLED MATERIAL. CONTROL OF DUST FROM SICH STOCKPLES MAY BE REQUIRED, DEPENDING HOWN THOSE MOCKPRES THAT BE

3. <u>PROTECTION OF EMISTRY STORM SERES STSTEMS</u> DIPANG CONSTRUCTOR, ALL STORM SERES MALES IN the WONTY OF the PROCEST SHALL BE PROTECTED BY SEDDMENT TRAPS SUCH AS SHORE MAY REALL, SOO, STORE, ECC., MORE SHALL BE ADMINISTA

4. SEMENT BASIS AND IRMS. SECOND. IRMSTON, MASSING. PROVETS BEIMS, SEDVENT BASIS SECTION OF THE MASSING AND THE MASSING SECOND OF THE SECOND AND THE MASSING SECOND OF THE SECOND AND THE SECOND OF TH

5. ALL SMAFS, DITCHES AND CHANNELS, CHANNELS LEADING FROM THE SITE SHALL BE SCOOED WITH ARGENTINE BAIRA MINOR THREE (3) DAYS OF EXCAVATION.

6. THE CONSTRUCTION OF UNDERGROUND UTILITY CONSTRUCTION UNDERCROUND UTILITY LINES AND OTHER STRUCTURES STALL BE DONE IN ACCORDANCE WITH THE FOLLOWING STANDARDS.

ALL EROSON AND SILIATION CONTROL DEVCES SHALL BE CHECKED REGULARLY, ESPECIALLY AFTER EACH RANFALL AND WALL BE CLEANED OUT AND/OR REPARED AS PEOLITED.

B. STAKED HAY BALES WILL NOT BE BITLIZED FOR EROSON, SERVENT AND TURBENTY CONTROL

EROSION AND SILTATION CONTROL:

LINN ENGINEERIN & DESIGN P.O. BOX 140024 OFLANDO, FL 23214 PHONE. 407-252-8433 Clim@linemgineering.com

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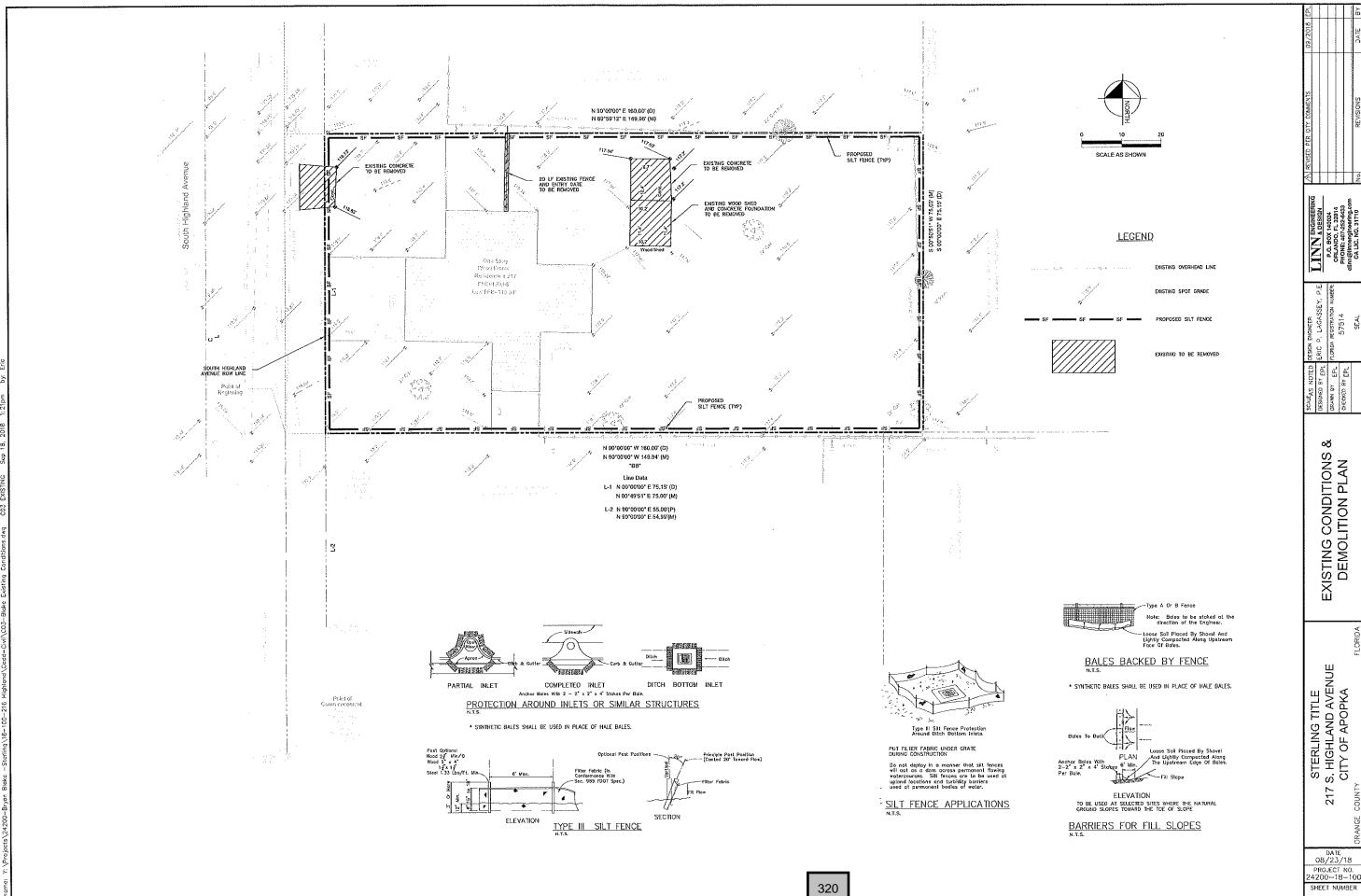
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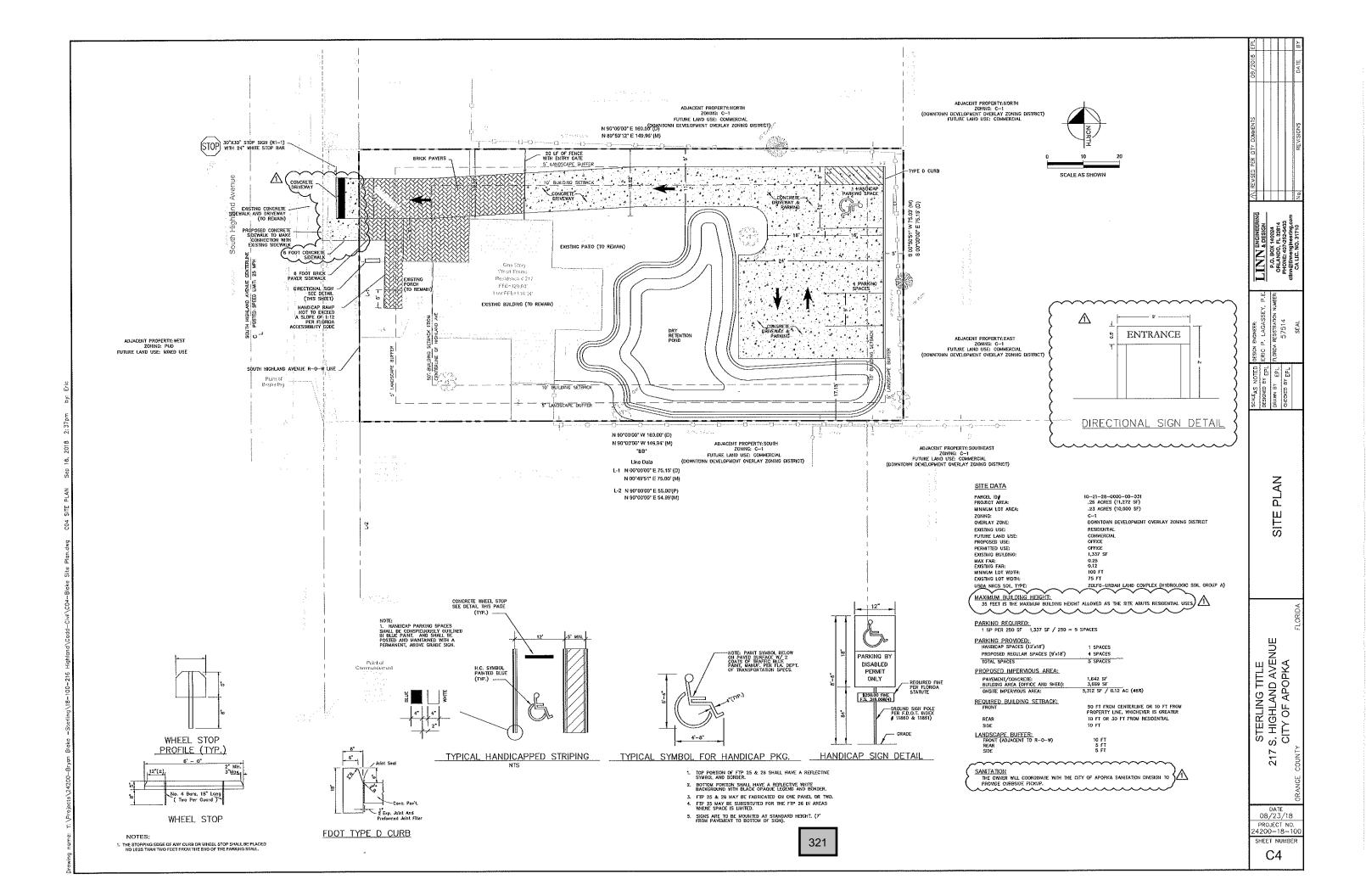
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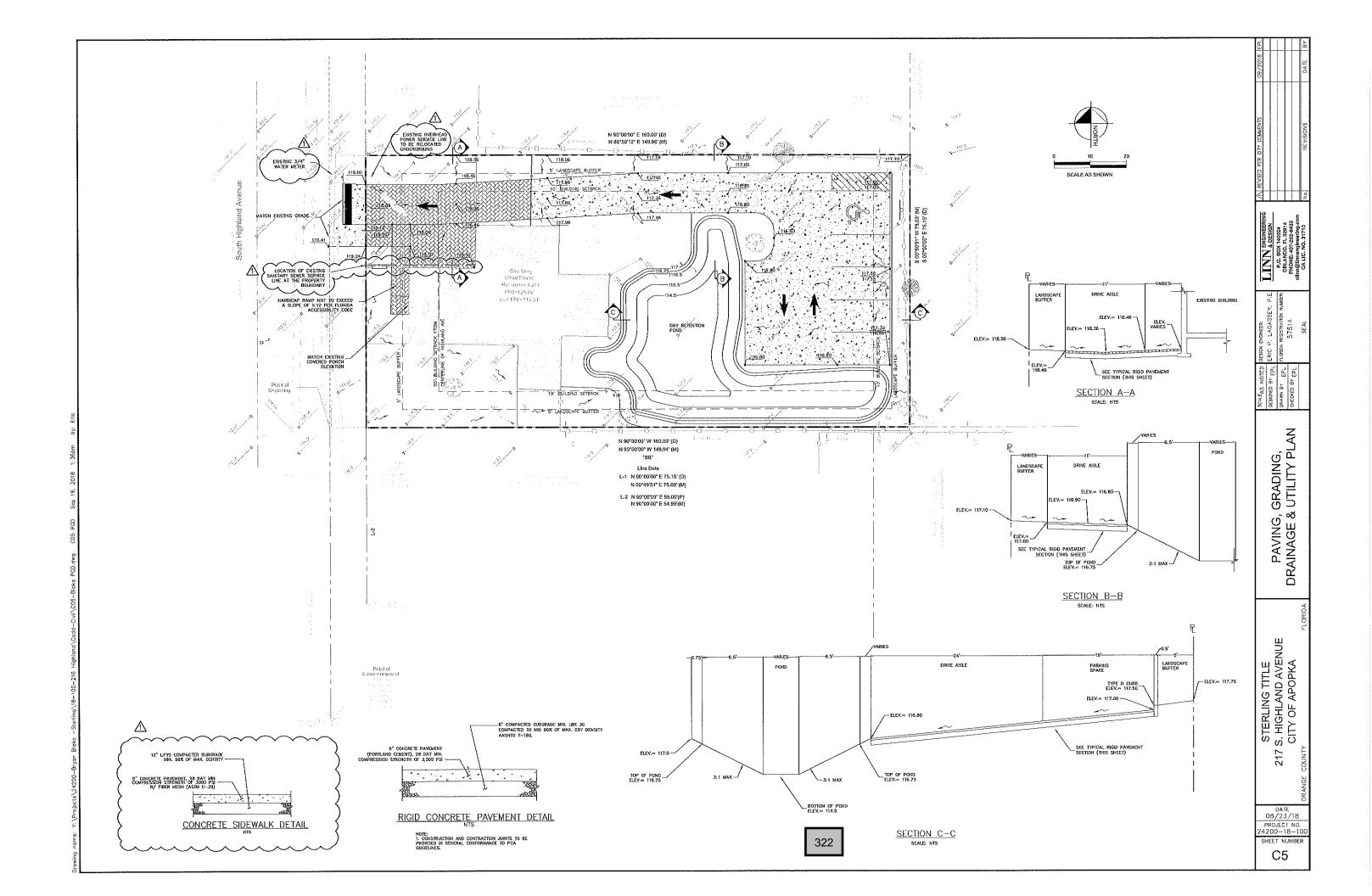
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C3



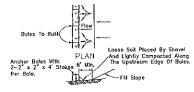


Type III Sat Fence Protection Around Ditch Bottom Inlets.

PUT FILTER FABRIC UNIOER GRATE DURING CONSTRUCTION

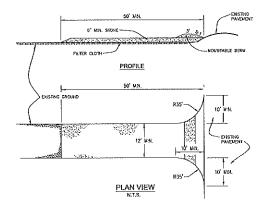
Do not deploy in a manner that silt fences will act as a darm across permanent Rowing watercourses. Silt fences are to be used at upland locations and furbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS



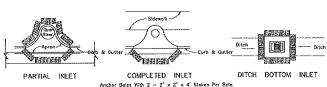
ELEVATION TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE

BARRIERS FOR FILL SLOPES

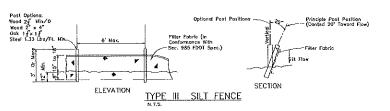


STABILIZED CONSTRUCTION ENTRANCE

- 1. STONE SIZE USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT,
- 2. LENGTH AS REQUIRED, BUT NOT LESS THAN 50 FEET.
- 3. THICKNESS NOT LESS THAN SIX (6) INCHES.
- 4. WIDTH TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
- 5. FILTER CLOTH WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO FLACING OF STONE.
- 5. SURFACE WATER ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE, IF PIPING IS IMPRACTICAL, A MOUNTABLE BERN WITH 5:1 SLOPES WILL BE PERMITTED.
- MAINTENANCE THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOWING OF SEGMENT ONTO PUBLIC RIGHTS—OF—PAY. THIS MAY RECEIVED FROM THE PROPERTY OF - 8. WISSING YNEELS SHALL BE CLEANED TO REMOYED SEDMENT PRIOR TO ENTRANCE ONTO PUBLIC RICHTS—OF—WAY. WENN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDMENT TRAPPING DEVICE.
- 9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



BEST MANAGEMENT PRACTICES

THIS PLAN HAS BEEN PREPARED TO ELISURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), CITY OF APOPKA LAND CEYELOPMENT REGULATIONS AND ST JOHNS RIVER WATER MANAGEMENT DISTRICT (SURWIND). THE PLAN ADDRESSES THE FOLLOWING AREAS:

GENERAL EROSION CONTROL.
 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.
 CONTROL OF WING EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS FUN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FIDEL MEDICAL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FIDEL MEDICAL MEDICAL MEDICAL PROVIDED AS HECESSARY FOR EACH SPECIFIC APPLICATION.

1.1 GENERAL EROSION CONTROL BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED TO MINIMAZE SOU EROSION AND POTENTIAL FOND SLOPE CAVE-MIS. WHILE THE VARIOUS TECHNIQUES REQUIRED MILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSBLE DURING CONSTRUCTION ACTIVITIES.

1.2 SLOPES OF BANKS OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 6H: IV FROM TOP OF BANK TO TWO FEET BELOW THE CONTROL ELEVATION.

1.3 SOO SHALL BE PLACED FOR A MIN. 2-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS SOO SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION: 2.1 SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BEST MANAGEMENT PRACTICES IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL

2.2 WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.

2.3 EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE MARIOUS MEASURES REQUIRED MILL BE SITE SPECHIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

A. IN GENERAL EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

B. STORMMATER UILETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN ON THIS SHEET. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF MEET CONSTRUCTION. SLT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.

2.4 HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OL, GREASS, AND LUBRICANTS FROM ENTERING SITE DRAWNAGE FEATURES ROUGHDING STORMWARE COLLECTION AND THEATMENT SYSTEMS. CONTRACTORS SHALL PROMDE BROAD DRES, HAY BALES OR SLT SCREENS AROUND, AND SEDMENT SUMPS WITHIN, SUCH AREAS AS RECOURED TO CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORDENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSBEL ATTER OCCURRENCE.

2.5 SLT BARRIERS, ANY SLT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPILY AFTER THE END OF THE MANITEMANCE PERMOS PECIFICE FOR THE BARRIERS.

2.6 INJERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAWING TO THE SUMP.

2.7 ALL PAINT(S) AND OTHER HAZARDOUS MATERIALS SHALL BE CONTAINED WITHIN A SINGLE ON-SITE AREA MITHIN SEALED CONTAINERS.

2.8 INSPECTION AND MAINTENANCE PROCEDURES FOR CONTROL MEASURES IDENTIFIED IN THE PLAN:

A. THE CONTRACTOR IS REQUIRED TO PROVIDE A QUALIFIED INSPECTOR TO PERFORM AND DOCUMENT REQUIRED INSPECTIONS.
B. ALL DISTURBED AREAS, STORAGE AREAS, AND CONSTRUCTION EXITS MUST BE INSPECTED.
THIS INCLUDES OFF AREA STIFE CONSTRUCTION AREAS. THIS HIGLUES OFF—SITE CONSTRUCTION AREAS.

C. MESPECTIONS MUST BE CONFILED ONCE EVERY SEVEN DAYS AND/OR WITHIN 24 HOURS
OF A STORM EVENT OF 0.5 INCHES OR GREATER (CONTRACTOR TO PROVIDE AN ON—SITE RAW
GAUGE AND PROVIDE DAILY RECORDING OF RAMI EVENTS).

D. ALL AREAS OF UNSATISFACTORY CONTROLS (INCLUMIG EXISTING CONTROL MEASURES) SHALL BE
AREAS RECORDING DAILY CONTROL MEASURES) SHALL BE

REPAIRED/MAINTAINED/INSTALLED WITHIN 24 HOURS OF THE OBSERVALICE OR PRIOR TO AN AUTICIPATED RAIN EVENT IF FORECAST SOONER THAN 24 HOURS.

2.9 ALL WATER RUNOFF RESULTING FROM SOURCES OTHER THAN RAINFALL EVENTS (LE. BLOW-OFF FROM HYDRO-STATIC TESTING, PROCESS WATER FROM WEIGHE WASHDOWN, ETC.) SHALL BE OFFICER TOWNINGS THE ON-SIES SUFFACE WATER MANAGEMENT SYSTEM, WHETHER IN TEMPORARY OR RINAL COMUNION, SO THAT IT HAS NO ADVERSE MPACTS TO DOWNISTHEAN WATER QUALITY CONDITIONS.

SECTION 3 CONTROL OF WIND EROSION:

3.1 WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:

A. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS HECESSARY TO MINIBLE THE TRANSPORT OF FUGITHE DUST. IT MAY 86 NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITHE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

B. AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

C. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETARDY ARE NOT EFFECTIVE IN CONTROLLING WIDE FROSTON AND/OR TRANSPORT OF FOURTIVE UST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL. SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF OUST CONTROL FERNES. IF REQUIRED, DUST CONTROL FERNES SHALL BE CONSTRUCTED IN ACCORDING.

CLEARING AND SITE PREPARATION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE EROSION CONTROL DEVICES, AS SHOWN ON THE CONSTRUCTION PLANS, PRIOR TO ANY STEE CLEARING ANO/OR DEMOLITION. REFER TO THE "EROSION CONTROL NOTES" SECTION CONTANIED HEREIN FOR ADDITIONAL REQUIREMENTS.

2. PRIOR TO ANY STE CLEARING, ALL TREES SHOWN TO REMAIN, AS INDICATED ON THE COVISTRUCTION PLANTS, SHALL BE PROTECTED IN ACCORDANCE WITH LOCAL. TIME ORDINANCES, AND DETRAIS CONTRAINED IN THESE PLANTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE REES IN GOOD CONDITION, HO TREES, SHOWN TO REMAIN SHALL BE REMOVED WHITHOUT WRITTEN APPROVAL FROM THE OWNER AND THE COCKL ACERTOF MANING JUNESTATION OVER THESE ACTIVITIES.

3. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. ALL DISTURBED AREAS MUST BE SEEDED, MULCHO, SCODED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL, MANERAMELY FOLLOWING CONSTRUCTION.

CANDSCAPE MATERIAL, IMMEDIATELY FOLLOWING CONSTRUCTION.

A. THE TOP 4" TO 5" OF CROQUID RELIDEND DURING CESARING AND CAUBRING ACTIVITIES SHALL BE STOCKPILED, TO BE USED FOR LANDSCAPE PURPOSE. UNILES OTHERWISE, DIRECTED BY THE CHIEF.

RECHAMATOR IS TO BE CHILLED. ON-SITE, PROVIDED THE MATERIAL IS DECLAMATOR IN TO BE CHILLED, ON-SITE, PROVIDED THE MATERIAL IS DECLAMATOR TO BE CHILLED. ON-SITE, PROVIDED THE MATERIAL IS DEFENDED SUITABLE BY THE ONNER'S SOLS. TESTING COMPANY, EXCESS MATERIAL TO EITHER BE STOCKHILED, ON-SITE, AS OMECTED BY THE ONNER'S STOCKHILE OF STOCKHILE OF STOCKHILE OF STOCKHILE OF STOCKHILE OF STOCKHILE OF STALL BE RESPONSIBLE FOR ACCURRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING ANY EXCESS MATERIAL FROM THE SITE.

5. ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS.

THE CONTRACTOR IS TO PREPARE THE SITE IN ACCORDANCE WITH THE SOLS REPORT, COPIES OF WHICH ARE AVAILABLE THROUGH THE OWNER OR SOLS TESTING COMPANY DIRECTLY.

7. CONTRACTOR TO BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY CONSTRUCTION FERICE AROUND ENTIRE PERIMETER OF PROPERTY. TYPE OF FENCE TO BE SUBMITTED BY CONTRACTOR TO ENGINEER FOR APPROVAL.

8. CONTRACTOR SHALL MAINTAIN STORMMATER MANAGEMENT SYSTEM TO HISDRE NO DAMAGE TO ADJACENT PROPERTIES OCCURS DURING STORM EVENTS.

9. DISTURBED AREA(S) WITHIN THE ROW WILL COMPACTED TO 98% OF MAXIMUM DENSITY AND SODDED.

IO. DO NOT DISTRUB EXISTING UNDERDRAVI OR STORM SYSTEMS.

11. NO STOCKPIUNG OF MATERIAL IN ROADWAY OR ON SIDEWALK; ALL DIRF AND DEBMIS MILL BE REMOVED FROM JOB SITE DAILY. ROADS AND SIDEWALK TO BE SWEPT DAILY AS PART OF DAILY CLEAR-D.

12. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EXISTING CONDITIONS OR BETTER. CONTRACTOR SHALL PROVIDE TO ENCINEER PHOTOGRAPH OF PRE-CONSTRUCTION CONDITIONS AND POST-CONSTRUCTION CONDITIONS AND POST-CONSTRUCTION CONDITIONS AS REQUESTED BY ENGINEER.

13. PROTECT STRUCTURES, UTILITIES, SDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNBERMINNG, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOUTION OFFER HOL.

15. DURNO PREPARATION OF THE SUB-GROSE AND UNITE. THE PAYING IS IN PLACE, THE CONTRACTOR SHALL PROMPTLY TAKE REASONABLE MEASURES TO OTHER AND MARTIAN A DRY SHE CARRIEND, SUCH MEASURES SHALL INCLUDE PURPHON OF FREE SURFACE MATER, MINOR HAND AND/OR MACHINE SHAPING OF FAOLITATE WATER REMOVAL, AND OTHER OPERATIONS TO SPEED DRING.

IS ALL DELETERIOUS SUPSURFACE MATERIAL (LE. MICK, PEAT, RURIED 16. ALL DELETHROUS SUBSURFACE MATERIAL (J.E. MUCK, PEAT, BURRED DEBRIS, ETC.) IS TO BE EXCAVATED AUR DEPLACED WITH SUITABLE/COMPACIED SOLIS, AS DIRECTED BY HIS OWNER, THE OWNERS STORMERS OF THE OWNERS SOLIS TESTING COMPANY. DRETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILED WITH APPROVED MATERIALS AURO COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOWNG DELETERIOUS MATERIAL FROM THE SITE.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND MILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWLETENG HERIOGOS SHALL BE USED AS REQUIRED TO KEEP IREVICHES DRY WHILE PIPE AND APPURIENANCES ARE BEING PLACED.

IB. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS, ANY DISTURBED AREAS, WITHIN ONE WEEK POLIDING CONTRACTOR. SHALL MANTAIN SICH AREAS, WITHE THAT ACCEPTANCE BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER RECARDING TIPE OF MATERIAL LANGUSCAPHON BRIGATION RECORDERATIOS.

EROSION AND SILTATION CONTROL:

I. CEMERAL. ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION. DURING CONSTRUCTION, DERUGED AREAS SHALL BE COYERED BY MULCHES SUCH AS STRAW, HAY AND FLIER FABRIC. ALL STORM, SEMER HILETS IN THE MOUNTY OF THE PROJECT SHALL BE PROTECTED BY SEDMENT TRAPS OR HAY BALES. THESE SHALL BE MANTANED AND MODIFIED DURING THE CONSTRUCTION PROCESS TO MUMBIZE DOWNSTREAM SILTATION, WHEN CONSTRUCTION IS COMPLETED, DETENTION AREAS MILL BE RESHAPED, CLEARED OF SILT, MID AND DEBRIS, AND RE-SODDED TO PROPERLY DETAIN THE INTENDED STORM QUANTITIES.

2. PROTECTION AND STABILIZATION OF CW-SITE SOIL STOCKPILES - FILL MATERIAL STOCKPILES SHALL BE PROTECTED AT ALL TIMES BY OUT-SITE DRAMAGE CONTROLS WHICH PREVENT ROSONO OF THE STOCKPILED MATERIAL, CONTROL, OF DUST FROM SUCH STOCKPILES MAY BE RECORRED, DEPENDING UPON THEIR LOCATION AND THE EXPECTED LENGTH OF THE THE STOCKPILES WILL BE PRESENT. N. 10 CASE SHALL AND

3. <u>PROTECTION OF EASTING STORM SENER SYSTEMS:</u>
SENER WILETS IN THE WICHITY OF THE PROJECT SHALL BE PROTECTED BY SECURIBLY TRAPS SUCH AS SECURED HAY BALES. SOO, STONE, ETC., WHICH SHALL BE MANIFAMED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS, AND WHICH MUST BE APPROVED BY THE ETROIDERS BEFORE MISTALLATION.

. <u>SEDIMENT BASINS AND TRAPS, SEDIMENT TRAPPING MEASURES</u>; PERIMETER BERMS, EDIMENT BARRIERS, VECETATIVE BUFFERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT GARRIERS, VECETATIVE BUFFERS AND OTHER MEASURES INTENDED TO TRAP
SEDIMENT ANO/OR PREVENT THE TRANSPORT OF SEDIMENT IONTO ADJACENT PROPERTIES,
OR NITO EMSTING BODICS OF, MUST BE INSTALLED, CONSTRUCTED OR, IN THE CASE OF
WEGETATIVE BUFFERS, PROFECTED FROM DISTURBANCE, AS IT FIRST STEP IN THE LAND
ALIEPPATION PROCESS, SUCH SYSTEMS SHALL BE FULLY OPERATIVE BEFORE ANY OTHER
OSTUPPANCE OF THE SITE BERNS. EMAPTHEN STRUCTURES BINCLURAGE BUT NOT LIBITED TO
BERMS, EARTH FULTER, DAHLS OR BURKS SHALLE ESTAPLIZED AND PROTECTED FROM
DIRECTOR DAHLAGE OF REGISTORY WITHIN ONE WERK OF MISSIALATION.

5. <u>ALL SWALES, DITCHES AND CHANNELS:</u> CHANNELS LEADING FROM THE SITE SHALL BE SCODED WITH ARGENTINE BAHIA WITHIN THREE (3) DAYS OF EXCAVATION.

6. THE <u>CONSTRUCTION OF UNDERGROUND UTILITY CONSTRUCTION</u>: UNDERGROUND UTILITY LINES AND OTHER STRUCTURES SHALL BE DONE IN ACCORDANCE MITH THE FOLLOWING STANDARDS.

A. NO MORE THAN 500 LINEAR FEET OF TRENCH SHALL BE OPEN AT ANY ONE TIME; B. WHEREVER COURSTENT MITH SAFETY AND SPACE CONSIDERATION, EXCAVATED MATERIAL SHALL BE CAST TO THE UPHILL SOE OF TRENCHES. TRENCH MATERIAL SHALL HOT BE CAST INTO OR ONTO THE SLOPE OF ANY STREAM, CHANNEL, ROAD, DITCH OR WATERWAY.

7. ALL EROSION AND SILTATION CONTROL DEMCES SHALL BE CHECKED REGULARLY, ESPECIALLY AFTER EACH RAINFALL AND WILL BE CLEANED OUT AND/OR REPAIRED AS REQUIRED.

OCHATERNO HOLES:

1. DURING THE EXCAVATION OF THE STORMMAIER PONDS, THE CONTRACTOR MUST CONSTRUCT A SEDMENT BASIN TO PROVIDE A DISCHARGE POINT FOR DEPARTEMENT IN SECONMENT BASIN CAN PROVIDE A DISCHARGE POINT FOR CHARGE PORT A SEDMENT BASIN CAN BE SERVED PREA ASDINE OR WHICH A SEDMENT BASIN CHARGE A SEDMENT BASIN BUST BE HELD IN THE SEDMENT BASIN WITH THE WATER IN THE SEOMENT BASIN IS CLEAN HE WATER IN THE SEOMENT BASIN IS CLEAN HE WATER WAY BE RELEASED INTO THE CON-STE POND PROVIDED THERE IS NO ADVERSE IMPACT TO THE ESSTING WATER COLLITY.

2. UNRIGHT OF THE SECRET WATER THE OFFICENCY OF THE DEWATERNING OF THE SECRET WATER THE WATER WATER THE COLLITY.

3. DURING THE EXCAVATION THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE ENSIGING CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE CLAY LAYER, IF THE CONTRACTOR SHALL NOT PRICETARE THE CLAY LAYER.

4. IF CONTRACTOR ENCOUNTERS SILTY/CLAY SAND, WHICH CAUSE THE WATER 4. IF CONTRACTOR ENCOUNTERS SILTY/CLAY SAID, WHICH CAUSE THE WATER OB BECOME TURBO, HE/SHE SMALL HEAT HE SEDWART BASIN WITH CHEMICAL ADDITINE SIGH AT A LLUM IN ORDER TO PROMOTE THE AND THE WATER TO BECOME LESS THERBO. IF THERBO WATER HOUGHITERED DURING EXCAVATION OF THE PONDS, THE CONTRACTOR SHALL HOTELY THE ENGINEER OF RECORD MEMBERATELY TO DETERMINE THE COURSE OF ACTION THAT IS APPROPRIATE TO LEMINATE THE TURBITY AND ALLOW DISCHARGE THAT MEET WATER CAULTY STANDARDS.

5. THE CONTRACTOR SHALL SEQUENCE THE EXCAVATION OF THE STORMWATER PONDS SUCH THAT A SEDMENT BASIN WILL BE AVAILABLE AT ALL IMES. THE SEDMENT BASIN CAN BE RELOCATED AS RECESSARY SUBJECT TO THE WATER WITHIN THE SEQUENT BASIN BEING NON-TURBID AND ACCEPTABLE FOR DISCHARGE OFF-SIT

LINN ENGINEERIN \$ DESIGN
P.O. BOX 140024
ORLANDO, FI. 22814
PHONE: 407-252-6433
clino@linneapineoring.com
CA. LIC. NO. 31770

DESIGNED BY
DRAWN BY
CHECKED BY ∞

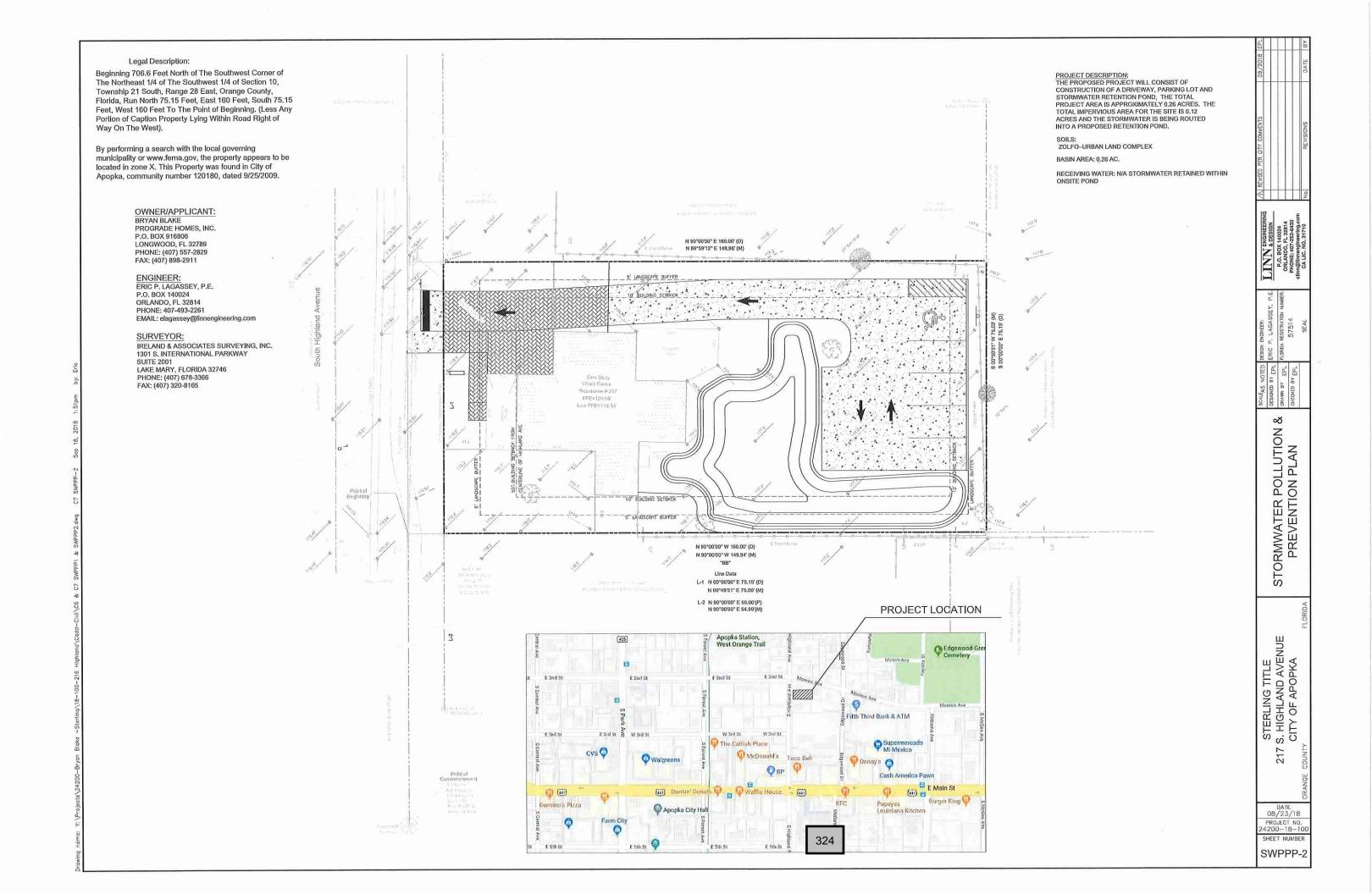
STORMWATER POLLUTION PREVENTION PLAN

STERLING TITLE 7 S. HIGHLAND AVENUE CITY OF APOPKA _

08/23/18 PROJECT NO. 24200-18-10

Š

SHEET NUMBER SWPPP-1



-Benchmark Information-

Orange County Survey Datum Elevation: 117.502

Orange County Survey Department B.M. Point: L651023

Elevation: 117.502' Northing: 1578052 Easting: 495301

Description: Found 2" Orange County Control Disk in Curb Inlet on the Northwest Corner Intersection of State Road 441 And Mcgee, 30 Ft.+/- West of Mcgee Avenue And 35 Ft./- North Of State Road 441 (Main St.)

(Note: Top of Hill East End Apopka).

(Elevations are based upon North American Vertical Datum 1988)

-Site Benchmark Information-

вм 🔷 #1

Set Nail & Disk (LB 7623) in Edge of Pavement Elevation: 119.16'

вм 🔷 #2

Set Nail & Disk (LB 7623) in Edge of Pavement Elevation: 119.35'



Tree Note:

Palm - Denotes Tree Type

(18") - Diameter of Tree measured at Chest Height

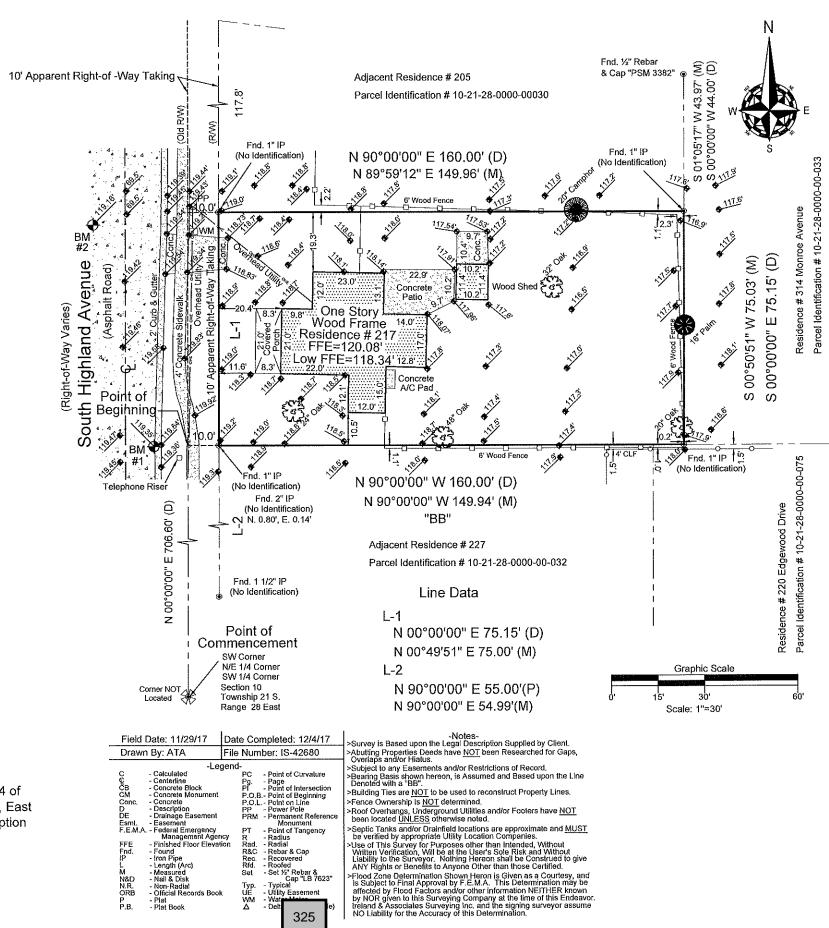
Boundary & Topographic Survey

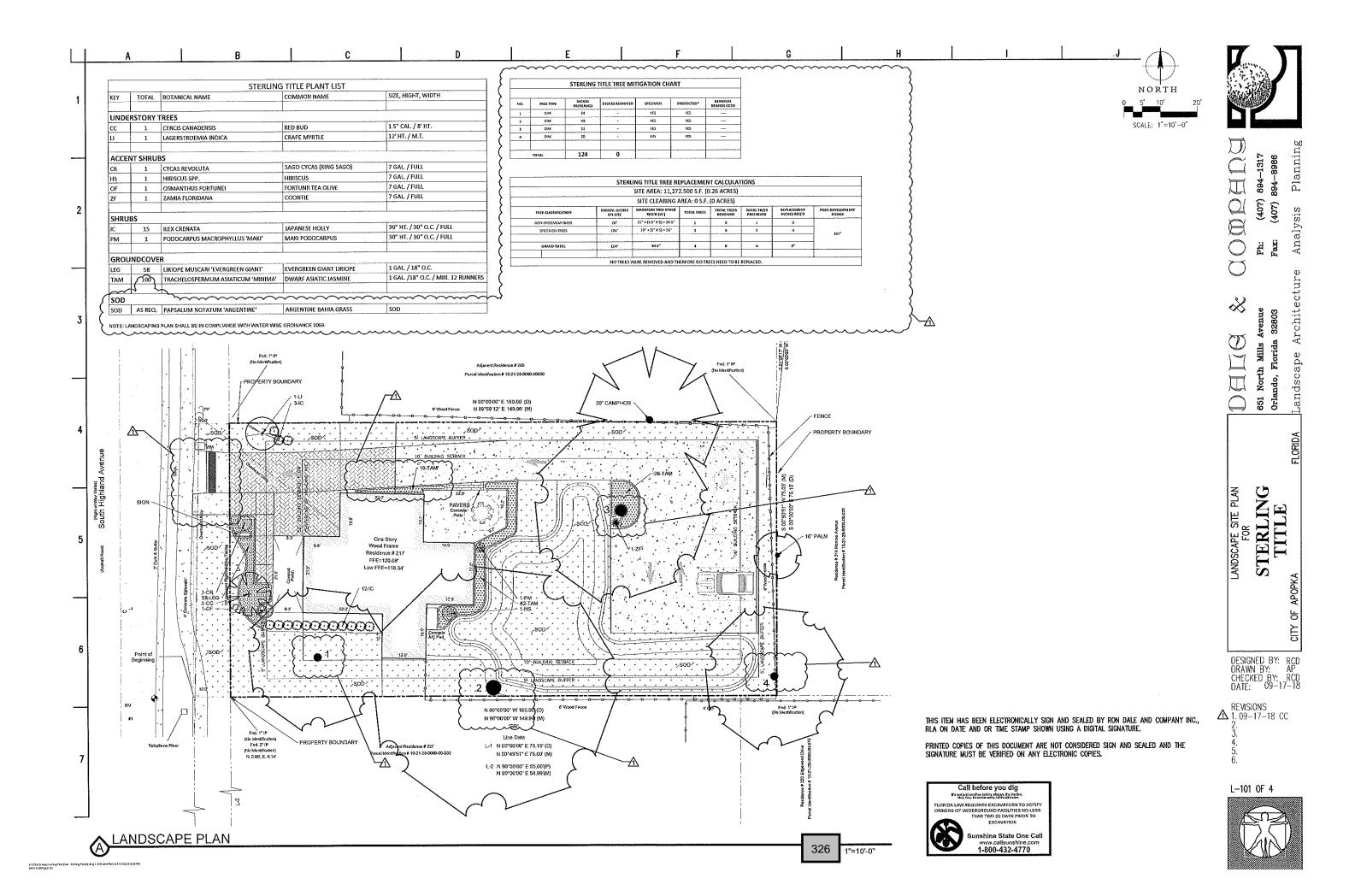
Legal Description:

Beginning 706.6 Feet North of The Southwest Corner of The Northeast 1/4 of The Southwest 1/4 of Section 10, Township 21 South, Range 28 East, Orange County, Florida, Run North 75.15 Feet, East 160 Feet, South 75.15 Feet, West 160 Feet To The Point of Beginning. (Less Any Portion of Caption Property Lying Within Road Right of Way On The West).

By performing a search with the local governing municipality or www.fema.gov, the property appears to be located in zone X. This Property was found in City of Apopka, community number 120180, dated 9/25/2009.

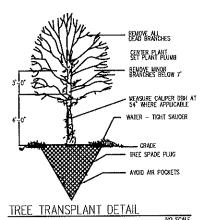
CERTIFIED TO: BRYAN BLAKE

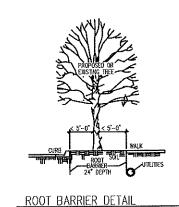


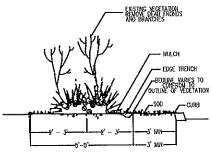


TREE STAKING DETAIL CONTAINER OR BALL & BURLAP : 3 1/2° CAL

NO SCALE





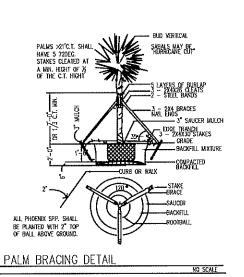


SOD DETAIL

mater has stay staying a security - basing Triags, drop 1-for 1 and that, Subtracts 259 at 50 March 1869 A. 8

THIS ITEM HAS BEEN ELECTRONICALLY SIGN AND SEALED BY RON DALE AND COMPANY INC., RLA ON DATE AND OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGN AND SEALED AND THE

DO NOT PRUNE TERMINAL LEADER 2 - 2 X 2 X 8' WOOD STAKES PEEL BACK BURLAP & BURY, LEAVE 2"
OF TOP OF BALL ABOVE GRADE - FERTILIZER TABLET water - tight saucer - CRADE (HERBICIDE) FIRST TRENCH 4" X 6" PLANTING MIX TREE DETAIL NO SCALE N WW - SECURE JOINTS Call before you dig It's not just enother catchy slopes. It's the law Our, One, Expedient patric, by English by Son. FLORIDA LAW REQUIRES EXCAVATORS TO NOTIFY OWNERS OF UNDERGROUND FACILITIES NO LESS THAN TWO (2) DAYS PRIOR TO www.calfsunshine.cc 1-800-432-4770



SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NO SCALE

NOTE: FEEDER ROOTS ARE NEAR SURFACE DEEP ROOTS ARE SUPPORT ROOTS

TREE PROTECTION

SECTION 02900 LANDSCAPE PART ONE - GENERAL

Minorions of Division I — General Requirements are included with this section.
 Furnish all transportation, materials, labor, equipment, taxes, and service to complete all work as shown on the drawings and as specified herein.
 Avoid conditions which will oreate hazards. Post signs

Avoid conditions which will create hazards. Post signs or barriers as required. Or protection from damage Provides accessive evacion, flording, heavy reins or winds, etc. Repair or replace such damage.

E. Plant totals are for the convenience of the Contractor end ore not guarenteed. Verily drawings. Planting is required as indicated on drawings.

C. Comply with all federal, state and local regulations.

G. Contractor shell notify LA. of any adverse soil conditions ancountered is clay, losse fill, high water table or poor drainage and any condition adverse to planting.

Quantity deviations, questions on plans; please notify. Plant list is an estimate.

1.1 RELATED SECTIONS; SECTION 02810 IRRIGATION

A. REFERENCES
A. Standard Plant Names, 1942 edition prepared by the American Joint Committee on Horticultural Nomenclature. Grades and Standards for Nursery Plants, Florida Department of Agriculture; Part II 1998
C. American Standard for Nursery Stock, prepared by the American Association of Nurserymen, inc. (ANS 280, 1-1686) American Association of Nurserymen, Inc. (ANSI 78 1-1986) Hortus Third, Liberty Hyde Baller Hortorium 1976.

Florida Irrigation Society Standards and Specifications for turf and Landscape Systems (Revision 61098).

1.3 SUBMITTALS
Provide to Owner's representative during;

1. Substitute:

A. Provide to the tector

A. Process to the tector

1. Unit Prices for all materials, including estimate

1. Unit Prices for all materials, including estimate

2. Proposed substitutions of materials or sizes.

Obtain approved by both landscape architect and

Owner's representative.

B. Construction

1. Plant inspection certificates and shipping invoices

as requested.

2. All fartilizer labels and notarized letter of conformance with these specifications.

C. Contract Close-out

1. Two sets as-built record documents (red-line
prints).

prints).

1.4 QUAITY ASSURANCE

A. All work shall be performed under the constant supervised prints of the performed under the constant supervised prints of the performed performed prints of the performed prints of the performed p

pate of Substantial Completion.

1.5 MAINTENANCE

A. Contractor shall be fully responsible for all maintenance, damages, and replacements until Date of Substantial Completion of that specific phase of work. Document damage to the work caused by other trades. Immediately bring to Owner's attention, and quickly

8. Market of the Completion of Substantial Completion of Substantial Completion, adjusting gugs, resulting plants to proper grade or upright position, hand watering as required, restoration of planting saucer, and furnishing and applying such sprays as necessary to keep the planting free from insects or disease.

C. The Contractor shall keep the premises free from accumulations of waste materials or rubbish caused by his employees or work, at all times.

employees or work, at all times.

8 REPLACEMENTS

During the guarantee period ony plant required under this contract that is dead or not in satisfactory growth condition (as determined by the landscape architect) shall be promptly replaced by the Contractor. Replacement shall be as specified for the original planting and at no cost to the Owner. Replacement period commences at Date of Substantial Completion and continues as follows:

a. Trees — one (1) year

b. Shrubs — ninety (80) days

c. Sod — ninety (90) days

d. Other Products — one (1) year

Time limit may be extended by mutual agreement for material in questionable health at end of guarantee period.

Plant damage by theft, vandelism, gross neglect, undue weather conditions, acts of God, or unseasonable planting are exempt from the guarantee provision.

3.3 INSTALIATION

A. Topsoil
Spread topsoil over all areas to receive ground cover to a minimum compacted depth of 4 inches.

B. Rough Grading
1. Mold land surfaces to within 1 inch of final grade.
Construct swales and borms. Fill low areas.
Ensure proper drainage of all areas. Spread 6 inch lifts at 85% compaction (Proctor)
2. Slope grade away from buildings at a minimum slope of 1/2 inch per foot for a distance of 10 feet minimum.

minimum.

C. Final Grading

I. Remove all non-conforming matter from site, such as rocks, soda, sticks, building rubble, wire, or cans.

S. Dig out weeds by the roots.

Till in soil amendments such as lime, iron, or gypsums if indicated by iocal conditions, but only after approval by landscape architect. Ensure uniform amplication.

2.0 MATERIALS

A. Topsoils shall be fertile, natural, and typical of the locality. It shall be without subsoil or slag and street free of stones, lumps, plants or their roots, sticke, or other extraneous matter that is not conductive to production of plant life, or would interfere with future maintenance.

E. Sod may have no visible broadlesf weeds when viewed from a standing position and the turf shall be visibly consistent with no obvious patches of foreign grasses. It may have no visible signs of stress. In no case may the total grasses or weeds exceed 2% of the stress. In no case may the total grasses or weeds exceed 2% of the stress. In no case may the total grasses or weeds exceed 2% of the stress. In no case may the total grasses or weeds exceed 2% of the stress. In no case may the total grasses or weeds exceed 2% of the stress of the st

C. Seed shall meet the tolerance for germination and purity in accordance with the U.S. Department of Agriculture Rules and Regulations under the latest, edition of the 'Federal Seed Act' for certified seed. Seed shall be mixed by the deelers and shall be delivered to the site in sealed containers which shall beat the deeler's queranteed analysis. Seed mixture and seeding rate shall be as specified on the drawings. D. Fertilize:

and seeding rate such to as a product of 20-10-5. Fortilizer formulation.

2. Granular fertilizer shall be a balanced formula, uniform in composition, free flowing and delivered to site in unoponed bags.

E. Peat
Incorporate black Florida peat into planting mix when specified on plant list at the following rates:

1. 1 galion plants - 1/8 cubic feet
2. 3 galion plants - 1 cubic feet
3. 5 galion plants - 1 cubic feet
4. 5 galion plants - 1 cubic feet
5 Galion plants - 1 cubic feet
6 Galion plants - 1 cubic feet
7 Freen pre-emergent.
6 Additional Soil Amendments
1. Apply as needed to bring soil into optimum growth range for specified plants.
2. If soil is below 5.0 ph incorporate enough horticultural lime to bring within 5.6 to 6.5 ph range.

H. Plants
1. Measured standing in naturel form of the size indicated on "plant list" and grade "Florida No 1" unless otherwise indicated.
2. Non-classified plants to meet AAN standards. Tree

uniess otherwise indicated.

2. Non-classified plants to meet AAN standards. Tree calipers shall be measured 6 inches above soil level.

level.

3. All plants shall be sound, healthy, free from insect pests and eggs, and have normal, healthy root systems.

4. Form shall be symmeterical or typical for species

Form small be symmeterical or typical for species and variety.
 Any plant may be rejected by landscape architect if not of satisfactory size, health, quality, or character.
 Trous laving rootballs wrapped with synthetic burlap will be rejected.
 Mulch shall be Pine bark, no cypress bark, & free from sticks, stones, leaves or other debris.

2.1 EQUIPMENT Use magnesium grading rakes of 30 inch minimum width to remove irregularities in final grade prior to sodding or seeding and to ensure a flat subgrade.

2.2 MIXES
A. Planting Mixture
1. Use the best naturel soil existing on site, combined with fertilizer.

PART THREE -- EXECUTION

3.0 EXAMINATION
 A. Examine surfaces to which work will be applied and immediately notify landscape architect in writing if site is not in proper condition for Contractor to perform his duties under the terms of this contract.
 B. Review engineering drawings for additional information C. Coordinate work with Owner and other related trades.
 D. Relocate existing plant material as directed by landscape architect, and according to drawings.

3.1 PROTECTION
Locate, identify end mark all known utilities in area of the work. Take reasonable care to avoid damages or hazards.
3.2 PREPARATION
Remove from site existing sods, seeds, inferior plantings and preconstruction debris as necessary to incorporate work to the site. Obtain verification regarding removal or material. Clean up of each of the construction (by other trades) is not included in this construction (by other trades) is not included in this

D. Planting Pits
Excavate to dimensions shown on plan.
E. Plant installation
1. Do not crack or break soil away from root ball.
2. Carefully set plant plumb, best side facing "out",
at the same soil level, to 1" higher, as previously

at the same soil level, to 1' higher, as previously grown.

Remove all twine, burlap, or rope from top third of root ball. Retain cloth under ball. Wash in backfill with slow hose.

Form shellow basin at each plant. Adjust grade to 1 1/2' below adjacent pavement. All plants shall be 30' minimum from walls, walks and fences.

Space ground cover in triangle pattern with outside row parallel to bedline, 1/2 plant spacing distance from edge.

Soil installation.

Sod installation
Sod all areas indicated on plan and areas disturbed
by work of other trades.
Lay panels tightly together. Top dress cracks with
sand. Water thoroughly.
State and the

2. Lay panels tightly together. Top dress cracks with sand. Water thoroughly.

G. Stake and Guy
Stake and guy ...as per plan.

H. Fertilize
Fertilize evenly at following rates:

1. Tablet Fertilizer
1 gallon plant - 1 tablet
2 gallon plant - 2 to 3 tablets
5 gallon plant - 2 to 3 tablets
5 rees - 1 tablet per foot of height
2. Granular Fertilizer
Work into the top 2 of soil at the rate of 20 pounds per 1000 square feet for lawn areas.

1. Frune
Prune as little as necessary to remove damaged twigs.
In any case, terminal leader shall not be topped either before or after installation.

1. Herbicide
Apply pre-emergent herbicide to all beds according to reconstructions.

herbicide
Apply pre-emergent herbicide to all beds according to
manufacturer's recommendations.

Mulch
Spread to a uniform depth of 2"min. Fluff and pat in place.

3.4 FIELD QUALITY CONTROL

Landscape architect or Owner may conduct periodic inspections to determine that the terms of this contract are fulfilled.

3. Contractor will be expected to participate with Owner in final inspection to review project for conformance to the contract. Items to be reviewed include type, quantities, sizes, locations, dimensions, and quality of materials and workmanship. Final payment for work will depend upon satisfactory condition of project on Date of Substantial Completion.

END OF SECTION



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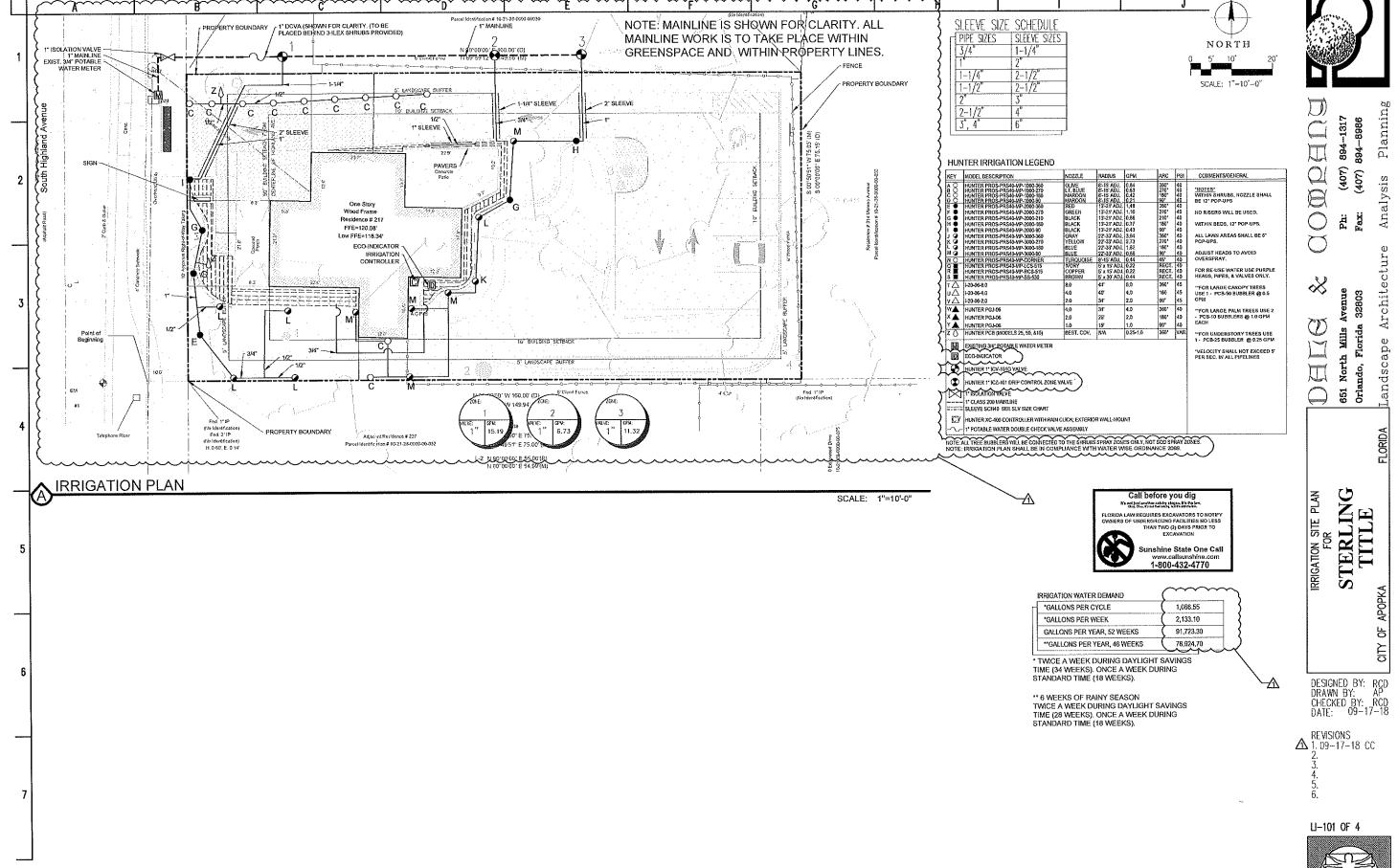
SPECIFICATIONS STERLING સ્ર DETAILS & FOR ANDSCAPE

DESIGNED BY: RCD DRAWN BY: AP DRAWN BY: AP CHECKED BY: RCD DATE: 09-17-18

REVISIONS

L-501 OF 4





THIS ITEM HAS BEEN ELECTRONICALLY SIGN AND SEALED BY RON DALE AND COMPANY INC., RLA ON DATE AND OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

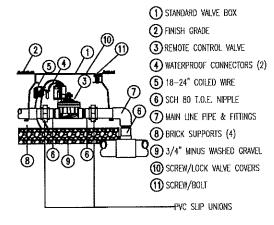
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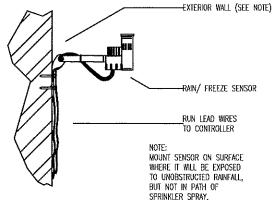
MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 or 220 VAC SOURCE.

IRRIGATION CONTROLLER

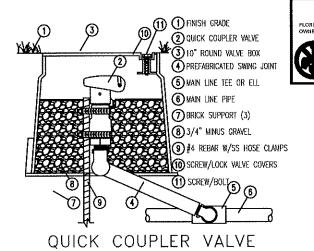
*IF THE PLAN SPECIFIES THE USE OF A TWO WIRE CONTROLLER, OR IF ONE WILL BE USED, PLEASE SEE THE ADDITIONAL DETAILS AND SPECIFICATIONS FOR IT LOCATED ON A SEPORATE SHEET. IF THE SHEET WAS NOT INCLUDED WITH THIS SET OF PLANS PLEASE CONTACT DALE AND COMPANY FOR A COPY



REMOTE CONTROL VALVE

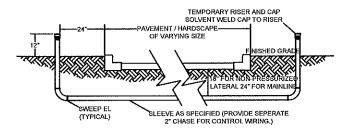


RAIN/ FREEZE SENSOR

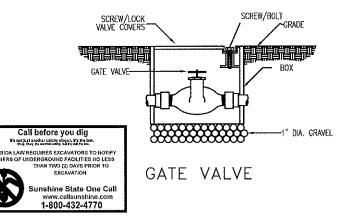


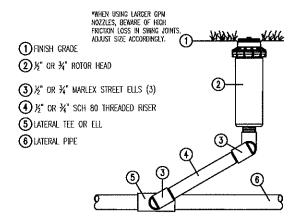
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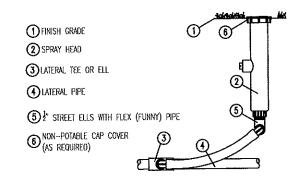


SLEEVE INSTALLATION





ROTOR HEAD



329

SECTION 02810 IRRIGATION SYSTEMS

PART ONE - GENERAL

1.0 SUMMARY

A. All portions of Division I — General Requirements are included with this section.

B. Furnish all transportation, materials, labor, equipment, and serrices to complete all work shown on the drawings and as specified.

1.1 RELATED SECTIONS: section 02900 landscape planting

1.2 TOLERANCE

A. Install sprinkler heads where indicated by symbol.

B. Drawings are schematic. Adjust pipe and locations to conform to site conditions and to avoid obstructions. Conceal components behind walls of shrubbery where possible. Verify questionable locations before installation.

locations before installation.

1.3 SUBMITIAL

A Submit two bound folders containing:

1. Written operating instructions for all components.

2. Complete parts list and manufacturer's data.

3. Copy of well completion report.

4. Written maintenance instructions.

5. Provide Z sets as-built record drawings with the following items dimensioned to the nearest foot:

a. Sprinkler main lines

b. Water source

c. Control valves

d. Electric control wire poth

(Red-line prints).

B. Products furnished but not installed:

1. Z extra heads of each type and size

2. Z extra nozales of each type and size

3. Z extra nozales of each type and size

4. I extra valve box with lid

1. COORDINATE WORK MITH OWNER AND OTHER TRADES

A. A Licensed electricinn will instally provide power to the controller, pump, or fountain il utilized on project.

1.5 QUALITY ASSURANCE
A. Contractor is expected to participate in preconstruction meeting with Owner and landscape architect to coordinate schedule, clarify questions, and discuss acceptable performance criteria for payment B. Contractor is expected to participate in contract closovat meeting with Owner and landscape architect to verify proper completion of the work, establish Date of Substantial Completion, and advise Owner as to system operation.

1.6. WARRANTIES
A. Contractor will be fully responsible for system operation until Date of Substantial Completion.
B. Contractor is fully responsible for all parts and workmanship for one year after Date of Substantial Completion of each specific phase or pertion of the project.
C. See to the fulfillment of all menufacturer's warranties.

PART TWO - PRODUCTS
2.0 MATERIALS
Backfill shall be free from stone, trash, or other debris

2.1 MANUFACTURED UNITS

1.1 MANUFACTURED UNITS
1. Automatic electro-mechanical controller fully installed and operating.
2. Electric valve installed in volva box.
2. Valve box with 11d manufactured by "Amtek" or "Brooks".
3. Compection for control wires manufactured by "Pentite" or "31d" installed as per menufacturer's directions, and above grade in valve boxes.
3. Catte valves shall be brass and installed in valve box.
3. Catte valves shall be brass and installed in 1 cubic foot gravel.

2.2 COMPONENTS

A. Control wire shall be direct burial # 14, type UF. Tape to underside of main every 10 feet. Install spare ground, whre + 5 extra wires.

B. Main line shall be class 20.0 PVC (ANSI/ASTM D2241).

C. Lateral lines shall be class 160 PVC uninimum (ANSI/ASTM 02241).

S. Sieeve at all road and drive crossings shall be class 200 PVC.

E. All pips, connectors and misc. fittings for the meter and check valve assembly will be golvanized.

F. All ciectrical work will conform to year construction N.E.C.

PART THREE - EXECUTION

3.0 EXAMINATION
Examine surfaces to which work will be applied and immediately notify landscape architect in writing if site is not in proper condition for Contractor to perform his duties under the terms of this contract.

3.1 PROTECTION

A. Locate identify, and mark all known utilities in area of the work.
Take reasonable care to avoid damages or hazards.

B. Damage caused by Contractor's work will be repaired to Owner's
C. Document any demage to work caused by other trades. immediately bring costs to Owner's attention and quickly repair at Owner's expense, as directed.

3.2 PREPARATION
A. Surface Preparation. Stake out each run of pipes, each head, and

each valve.

E. Test control wire for continuity before unreeling for installation.

3.3 INSTALLATION
A. Keep pipe interior clean and dry at all times.
B. Ensure a square cut at all joints and ream ends to a smooth finish, inside and out.
C. Lay all runs greater than 100 feet from side to side on trench bottom in serpentine pattern.
D. Support all pipe with clean, compact soil.
E. Backfül and compact to original soil.
F. Set heads piumb and flush with top of sud or mulch.
G. For lateral lines flush oil debris from lines. Open valve and screw on one head at a time, starting at valve and continuing to the end. Ensure that lines are waterlight.

3.4 TOLERANCES

3.4 TOLERANCES
A. Main line and drive crossings shall have 18 inches minimum cover.
B. Lateral lines shell have 12 inches minimum cover.
C. All heads shell be 4 inches minimum from walks, drives, or ourbs.
D. All pop-up heads and valve boxes shall be installed with top flush with grade.
E. All heads shell be installed plumb.

Apply 100 psi hydrostatic pressure to main lines for 120 minutes. If a leak is found, repair and retest until satisfactory.

3.6 ADJUSTMENTS

A. Adjust sprinkler patterns and radius. Ensure uniform and sufficient coverage for optimum plant growth.

B. No heads shall be allowed to spray walls, fences, walks, or drives.

C. Set times to operate as appropriate for season, soil type, drainage, and plant requirements.

uramage, and plant requirements.

3.7 FIELD QUALITY CONTROL

A. Landscape architect or Owner may conduct periodic inspections to
determine that the terms of this contract are fulfilled.

B. Contractor will be expected to participate with Owner in final
inspection to review project for conformance to the contract.

Rems to be reviewed include, type, quantities, sizes, bostions,
C. The Contractor shell keep the premises free from accumulations of
waste materials or rubbish caused by his employees or work at all
times.

END OF SECTION



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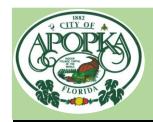
andscape 651 Orle

STERLING TITLE DETAILS &

DESIGNED BY: RCD DRAWN BY: AP DRAWN BY: AP CHECKED BY: RCD DATE: 09-17-18

REVISIONS

LI-501 OF 4



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA

X PUBLIC HEARING

SPECIAL REPORTS

X OTHER: Final Development Plan/Plat

MEETING OF: Nov

November 7, 2018

FROM:

Community Development

EXHIBITS:

Vicinity Map

Aerial Map

Final Development Plan

FINAL

SUBDIVISION -

Plat

SUBJECT:

CARRIAGE HILL PHASE II

DEVELOPMENT PLAN AND PLAT

REQUEST:

APPROVE THE FINAL DEVELOPMENT PLAN AND PLAT FOR

CARRIAGE HILL PHASE II SUBDIVISION

SUMMARY:

OWNER/APPLICANT: JTD I

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 Finance Director Public Services Director

Commissioners HR Director Recreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

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

PROJECT SUMMARY: The Carriage Hill Phase II Subdivision – Final Development Plan and Plat propose 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:

Cathaalr	Min.				
Setback	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.

<u>TRANSPORTATION</u>: 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.

RECREATION: 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.

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

SCHOOL CAPACITY REPORT: 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.

CITY COUNCIL – NOVEMBER 7, 2018 CARRIAGE HILL PHASE II SUBDIVISION – FINAL DEVELOPMENT PLAN AND PLAT PAGE 3

PUBLIC HEARING SCHEDULE:

October 23, 2018 – Planning Commission, 5:30 p.m. November 7, 2018 – City Council, 1:30 p.m.

RECOMMENDATION ACTION:

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

The **Planning Commission**, at its meeting on October 23, 2018, found the Carriage Hill Phase II Subdivision Plat consistent with the Land Development Code and Comprehensive Plan; and unanimously recommended approval of the Plat and Final Development Plan, subject to the findings of this staff report.

City Council: Approve the Carriage Hill Phase II Subdivision Final Development Plan and Plat subject to the findings of this staff report

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.

CITY COUNCIL – NOVEMBER 7, 2018 CARRIAGE HILL PHASE II SUBDIVISION – FINAL DEVELOPMENT PLAN AND PLAT PAGE 4

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



CARRIAGE HILI

Final Development Plans

JUNE 2018 Parcel ID. Number 29-20-28-0000-00-005 29-20-28-0000-00-049

SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM FOR STREETS AND HIGHWAYS" AS PREPARED BY FLORIDA DEPARTMEN OF TRANSPORTATION,

JTD LAND AT ROGERS RD., LLC

210 South Hoagland Boulevard Kissimmee, Florida 34741 Contact: Craig Harris

(PHASE 2)

Apopka, Florida



SITE LOCATION

THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND

Prepared for:

Drawing Index

Civil

GENERAL NOTES

CITY OF APOPKA GENERAL NOTES

STORMWATER POLLUTION PREVENTION PLAN EXISTING CONDITIONS PLAN

SOILS TYPE MAP & SOIL BORING LOCATIONS

EROSION CONTROL PLAN

OVERALL SITE PLAN SITE PLAN

GEOMETRY PLAN UTILITY PLAN

LOT & BLOCK GRADING PLAN

C02, C03
C04
C05
C06
C07
C08
C09
C10
C11
C12
C13
C14
C15
C16
C17 TYPICAL SECTIONS PLAN & PROFILE

AUTOTURN SITE PLAN

CITY OF APOPKA SANITARY SEWER DETAILS CITY OF APOPKA WATER MAIN DETAILS

CITY OF APOPKA RECLAIMED WATER MAIN DETAILS

DRAINAGE & PAVING DETAILS

Landscape

TREE REMOVAL PLAN NOTES LEGEND AND DETAILS

Irrigation

IR2.10 IRRIGATION PLAN

NOTE:

A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSIONER (FFWCC) REGARDING WILDLIFE MANAGEMENT PLAN, PRIOR TO ANY CONSTRUCTION ACTIVITIES

LEGAL DESCRIPTION:

(PER SCHEDULE A OF THE TITLE COMMITMENT) THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 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

APPLICANT / OWNER

JTD LAND AT ROGERS RD. LLC 210 SOUTH HOAGLAND BOULEVARD KISSIMMEE, FLORIDA 34741 CONTACT: CRAIG HARRIS PHONE: 407-870-0066

Civil Engineer / Planner

DEWBERRY ENGINEERS, INC. 800 NORTH MAGNOLIA AVENUE, SUITE 1000 ORLANDO, FLORIDA 32803 CONTACT: CHRISTOPHER J. ALLEN, PE PHONE: 321-354-9739

Surveyor

DEWBERRY ENGINEERS, INC. 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 CONTACT: WILLIAM D. DONLEY, PLS PHONE: 321-354-9834

Geotechnical

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

Environmental

DEWBERRY ENGINEERS, INC. 800 NORTH MAGNOLIA AVENUE, SUITE 1000 ORLANDO, ELORIDA 32803 PHONE: 321-354-9727

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Dewberry*

Dewberry Engineers Inc.

800 NORTH MAGNOLIA
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.843.519
ENGINEERING BUSINE

HILL 2 CARRIAGE H PHASE 2

REVISIONS 9-18-18 KJK REV PER CITY

CJA DATE JUNE 2018 DATUM NAVD 68

No. DATE BY Description

9-7-18 TFS REV PER ST. JOHNS

COVER SHEET

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Dewberry*

Dewberry Engineers Inc.
economin Magnolia ave
suffe 1600
ORLANIDO, FL. 22203
PHOTIE: 407,541,5120
EHÖRMEERING BUSINESS -8794

CARRIAGE PHASE

HILL 2

REVISIONS

PROJECT# DRAWN BY KJK APPROVED BY CJA CHECKED BY CJA JUNE 2018 NAVD 88

> **GENERAL** NOTES

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JANUARY 2014

tool table the deemed a health threat by the Theids Department of Environmental Protection (TDEP) will occur, or will affect the bacteriological quality of the existing substantial. The insorter of the boil is acts notices shall be handled in the field by the utility on act.

It Addresses shall be broad if temperary death in what quality are expected to occur and are out deemed and imminister pilothe health threat. The additioners hald be be bissed by the utility on each and are not deemed and imminister pilothe health threat. The additioners shall also be bissed by the utility owners.

FIG. GN 2

UTILITY NOTES

All resolvations shall seeds on with the steadule and apecifications set furth by local, state and federal regulations, while ho exer are more unregent, that the adherend ten.

2. The contexts that the responsible for tocating not stripfing thorizontally and varioidally all stating utilities prior to construction and far notifying various willips compared to make the accession are present perior as receivable, temperary disturbation service or calculations on eithir pregarding said ordity. The contracts that exercise resultine when crossing an undergrood utility, method as both on these plans or fitted located. All utilities, which interfer with the proportion with the method within the method of the contracts that concentration that the method within previous experiences. Any other previous contractions and the contracts and no extra composation will be allowed.

3. Provide mitimature of 1 feet cover for all utilities undees otherwise noted in the construction plans.

4. Compared all utilities treathers within the readways associated with this project to 96% of the process maximum about 100.

process maximum density.

5. The predictions, acres and place call attention to centria required features of the contraction but do not purport to cover all dentits of design and construction. However, the contractor shall familia tail its till the works in all details and ready for experience.

6. All equipment and material associated with any utility work on this project shall be healted, associated in societies with the applicable massfeatures.

instructions.

7. All utility work shall be accomplished to the highest quality craftsmanship standards.

Location of Public Water System (PWS) Mains (Fipe Separation Requirements)
The term "water mains" shall mean mains, including treatment plant process piping, or

The term "waster makes" shall mean multi, including treatment plant prevent piping, come ying either raw, partitly treated, or finished drinking water, fire hydrant kende, and service (loos that are makes the control of a poblic water system and that have an include distinct of there (3) inches or greater the control of a poblic water system and that have an include distinct of there (3) inches or greater. Henizous last spearation between undergooned nater making and stallary or storm stort, wastewater Horizontal separation between underground water mains and sanitary or storm sewers, wastewater raturn water force mains, revisited water pipelines, and on-site sewage treatment and disposal

systems.

In New or redocated, underground water mains shalf be laid to provide a horizontal distance of at least three (3) feet between the coaside of the water main and the outside of any extring or proposed storm senter, shorn water force main, or pipeline conveying reclaimed water regulated under part III of

chapter 12c4-01, F.A.C. b. Nor or microstic, underground water mains shall be laid to provide a horizontal distance of at least three (3) feet, and preferably ten (10) feet. between the worlde of the water main and the outside of tare, whiting or proported versamely be studing to enclose the control of the main and the outside of the water main and the outside of the water main and the outside of the sate water. On the other control of the sate water water to be studied to the sate water and the outside of an extraining or proposed garding- or provised-pays suitably sear, watersamel face main or pipeline conveying mechanism abuse to the product of outper part of other 25 of 15.7 A.C. do in online

Dewberry*

Dewberry Engineers Inc. 800 HORTH MIGNOLIA AVE SUITE 1000 ORLANDO, FL 32803 PHONE 407,943,5120 PHONE 407,943,5120 PHONE RING BUSINESS -8784

HILL 2 CARRIAGE 7

SEAL

REVISIONS No. DATE BY Description

DRAWN BY KJK APPROVED BY CJA CHECKED BY CJA DATE JUNE 2018 DATUM NAVD 88

TITLE

CITY OF APOPKA **GENERAL** NOTES

Q:\CARR_50101346\CAO\Civil\Final\Civil Plans SHEET NO.

C04

NOTES:

CITY OF APOPKA

DESIGN ENGINEERING DIVISION

I. EXTERIOR ARCHITECTURE SHALL COMPLY WITH THE INTENT OF THE CITY'S DEVELOPMENT DESIGN STANDARDS/GUIDELINES AND MUST BE APPROVED BY THE APOPKA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO ISSUANCE OF A BUILDING PERMIT.

FIG. GN

Where undisturbed trench walls are not available for thrust blocking, the contractor shall furnish and

Where undertunded remain walls are not available for throat blocking, the contactory shall furnish and install stablet pipe homeouse et the editional undertundentured specifically for this purpose. Harmeness sadder fire shall be approved by the Engineer.

Joint shall be presented by felt residing paper pipel not paleing concrete throat blocks.

C. Rearing asses of throat blocks shall be adequate to prevent any one-vernor of the fitting and shall be often the random sensession as shown in the construction plane.

C. Concrete for throat block thall be than C. Concrete shall be pixed against undishribed natural of the and shall be often though the provided for thous blocks. In fixe of them though and with the approval of the removal of any pinet. Wooden side from whall be provided for thous blocks. In fixe of them thought and with the approval of the removal of any pinet.

Pressors and Leakage Jest of Underground Pressors Philog

3. Hybrastic pressors and leakage test shall conferm with action 7.3 of AWWA C605 (PVC) and
section 5.2 of AWWA C600 (DIP) specification with the exception shall be contractor shall furnish
all gauges, mosters, pressure pumps and other equipment needed to test the face, Hydrostatic pressure

fuse but welding. b. The pressure required for the field hydrostatic pressure test shall be 50% above the normal

e. Restroined inject shall be used where shown in the construction plans

CITY OF APOPKA

DESIGN ENGINEERING DIVISION

- 2. LIGHT POLES AND FIXTURES SHALL BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
- 3. LIGHT POLE AND FIXTURES SHALL BE A DECORATIVE TYPE APPROVED BY THE CITY OF APOPKA.

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JANUARY 2014

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Dewberry

Derry Engineers Inc. 800 NORTH MAGNOLIA A SUITE 1000 ORLANDO, FL 32603 PHONE: 407.843.5120

> CARRIAGE HILI PHASE 2

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REVISIONS

No. DATE BY Description

 PROJECT #
 50101346

 DRAWN BY
 KJK

 APPROVED BY
 CJA

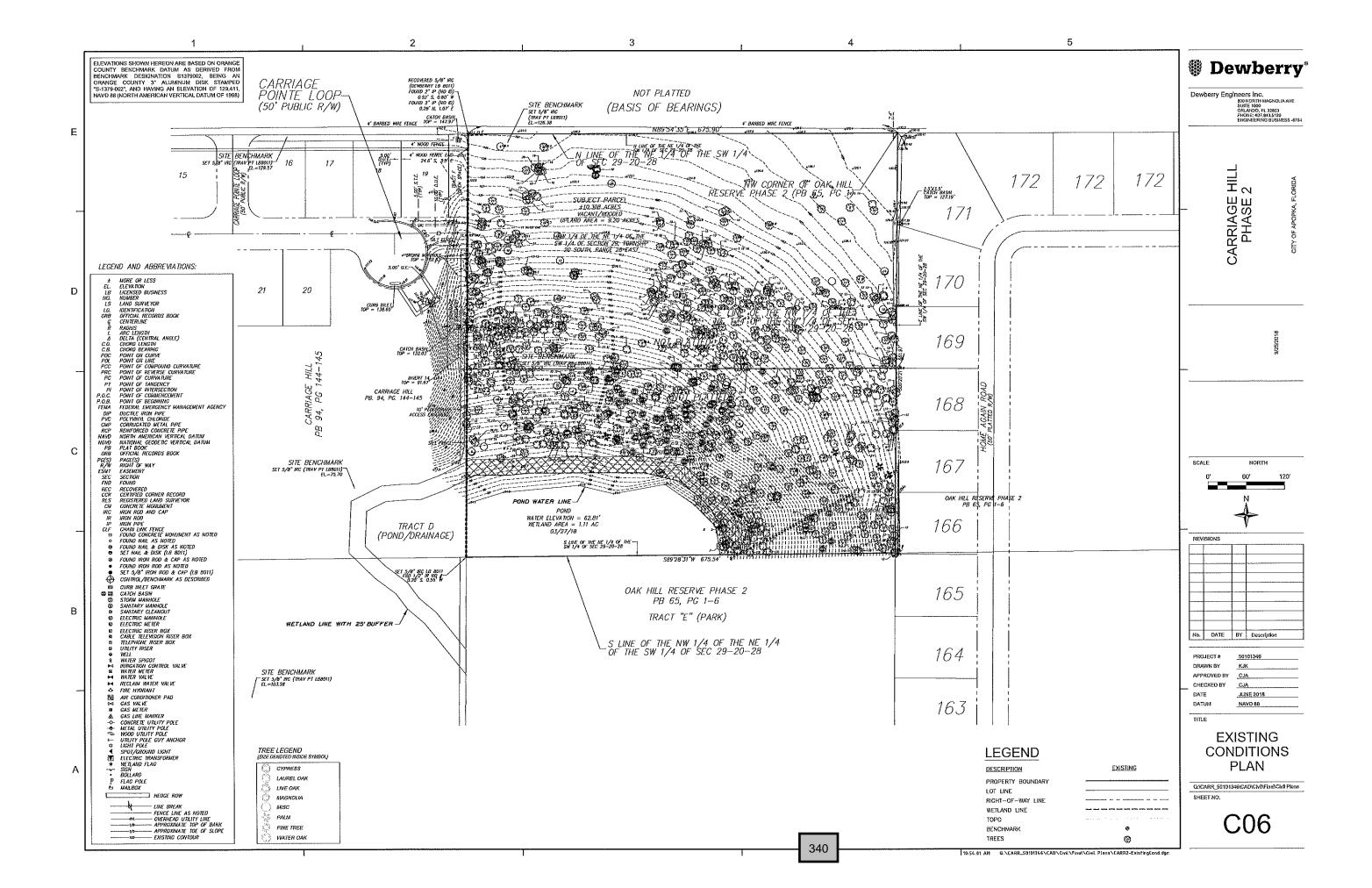
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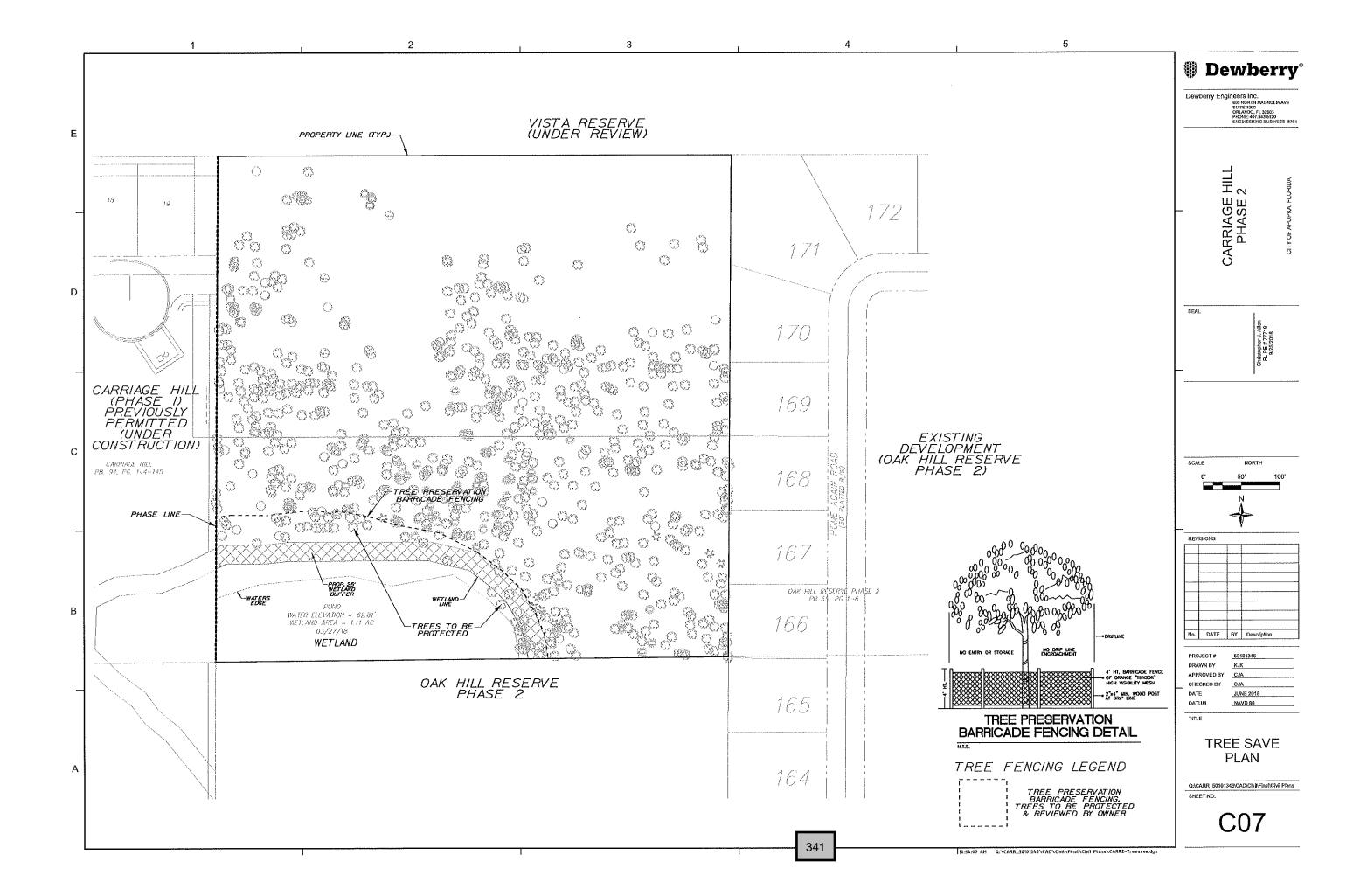
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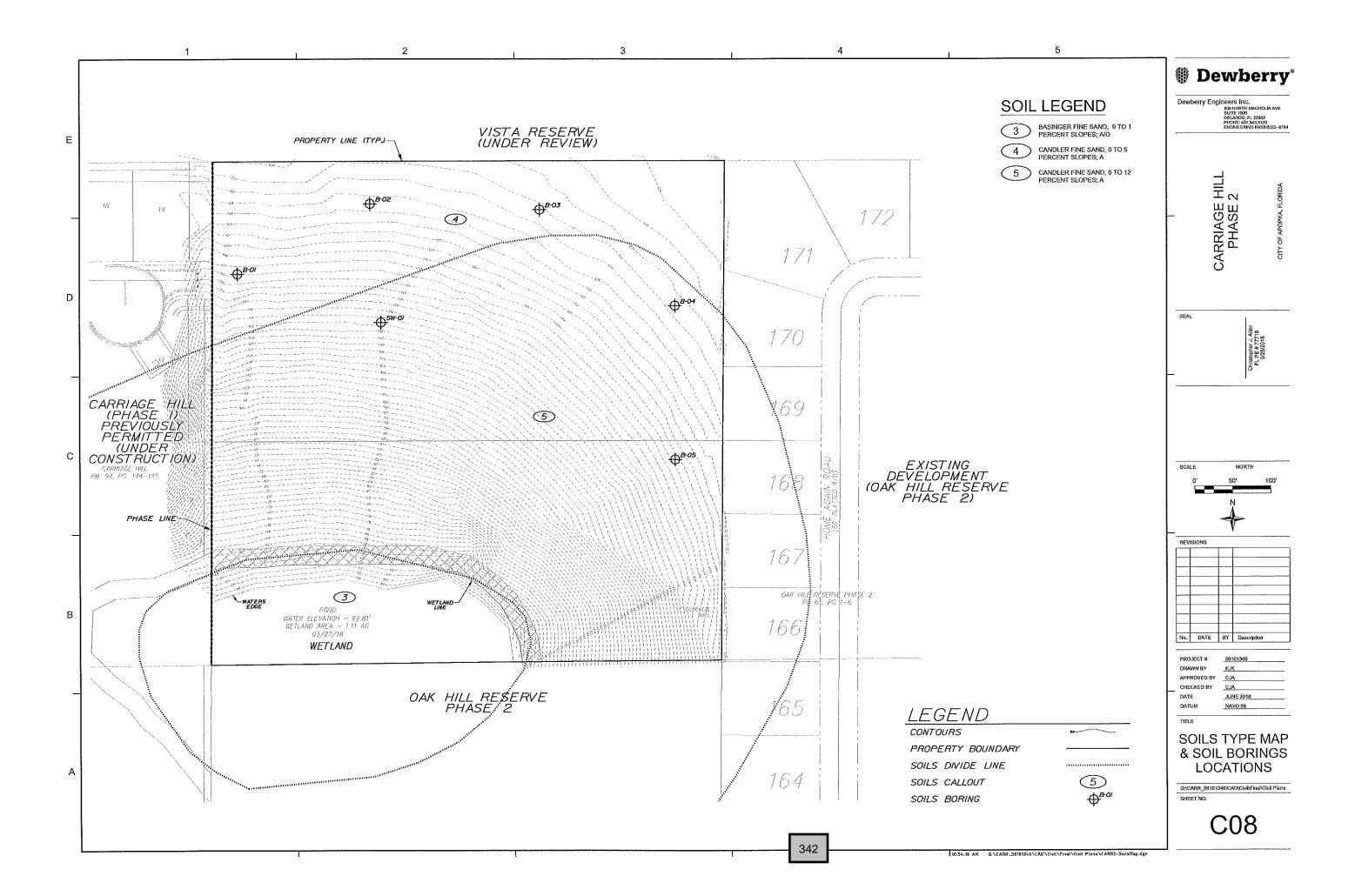
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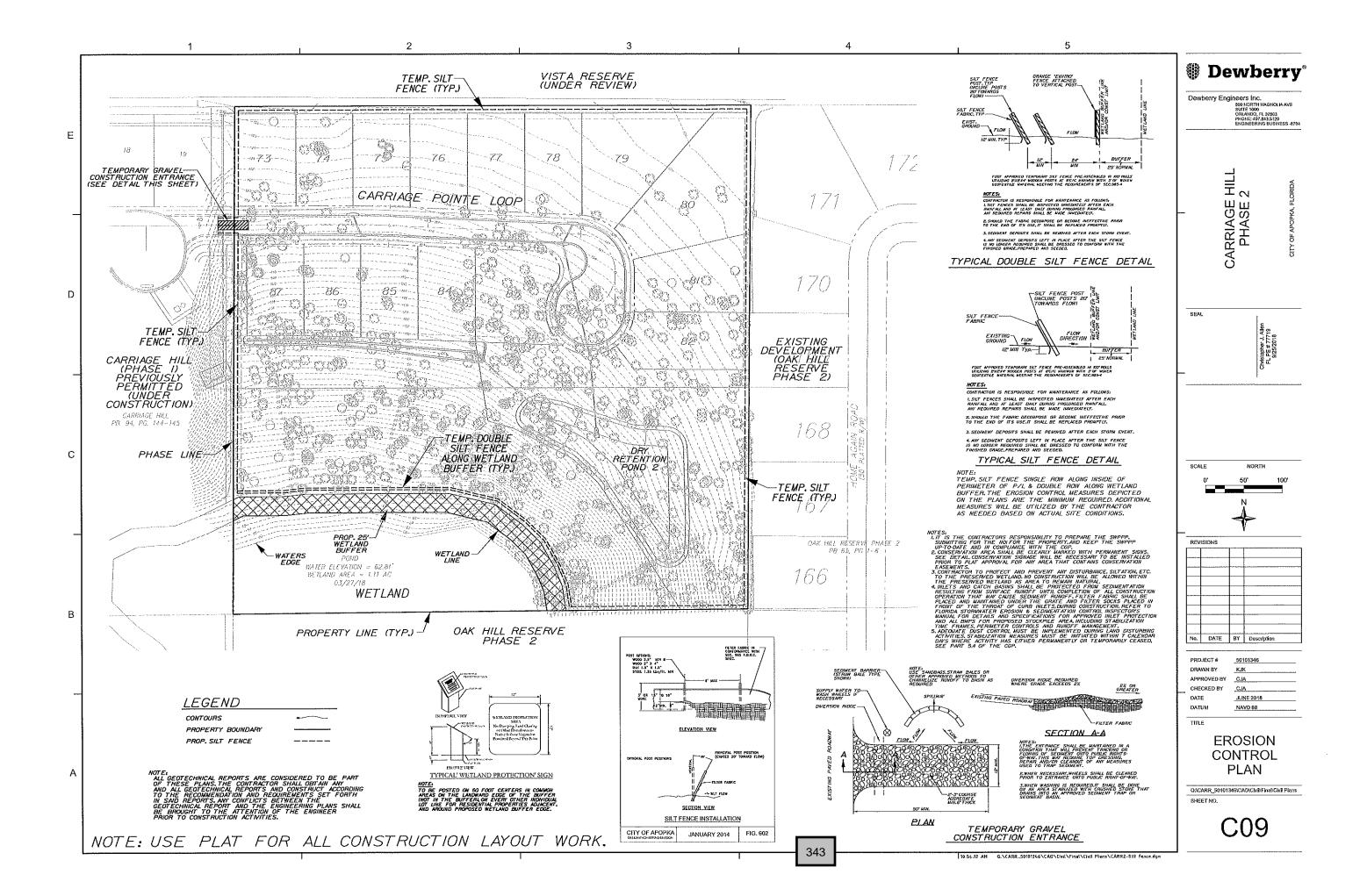
STORMWATER
POLLUTION
PROTECTION
PLAN

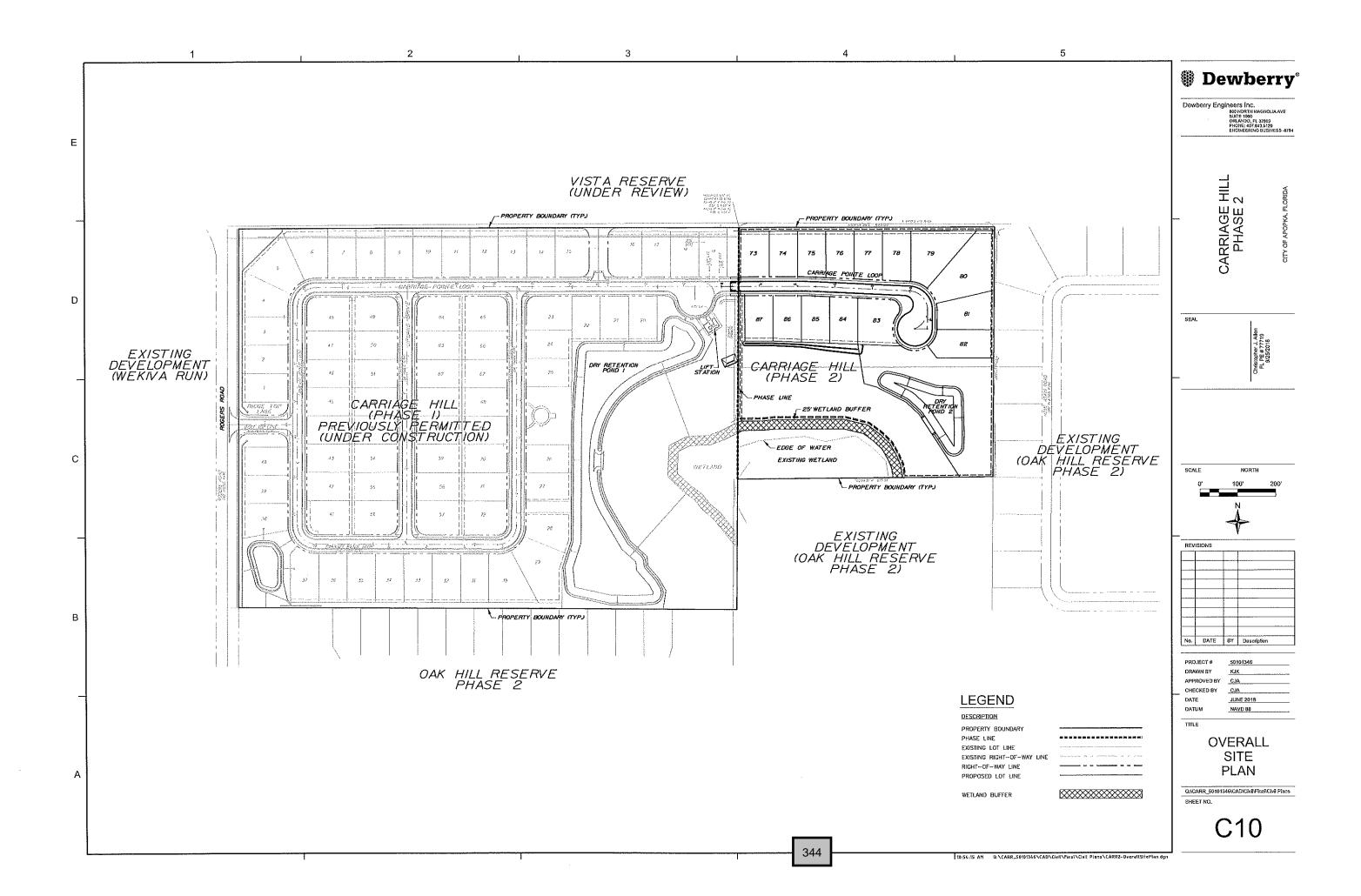
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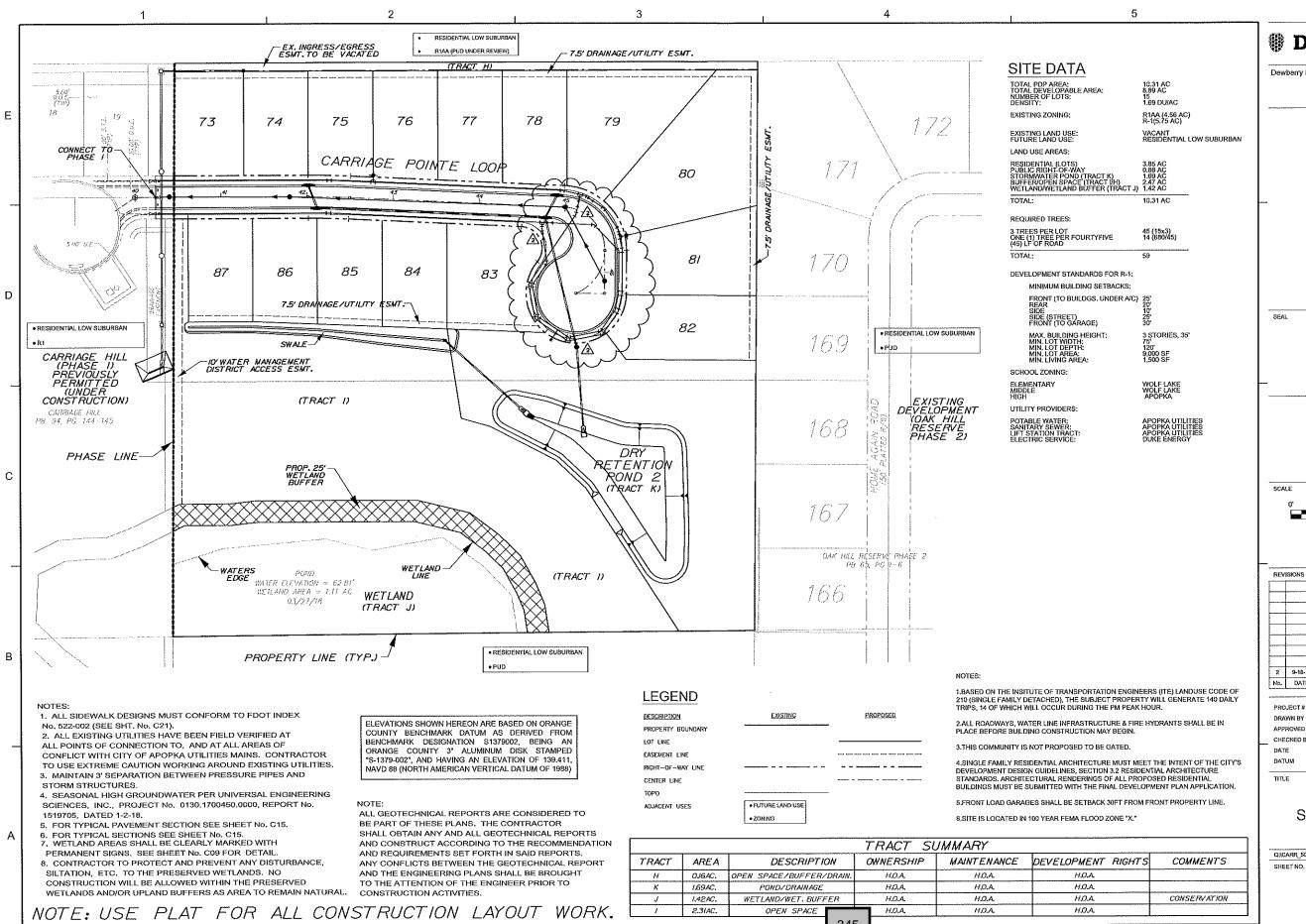












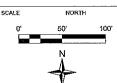
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Dewberry Engineers Inc. 800 NORTH MAGNOLIA AVE SUITE 1000 PER 1,2860 ORLANDO FE 1,2860 PHONE-407,843,5120 ENGINEERING BUSINESS -876

HILL 2 CARRIAGE PHASE



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PROJECT# 50101346 DRAWN BY KJK APPROVED BY CHECKED BY CJA JUNE 2018 DATUM NAVD 88

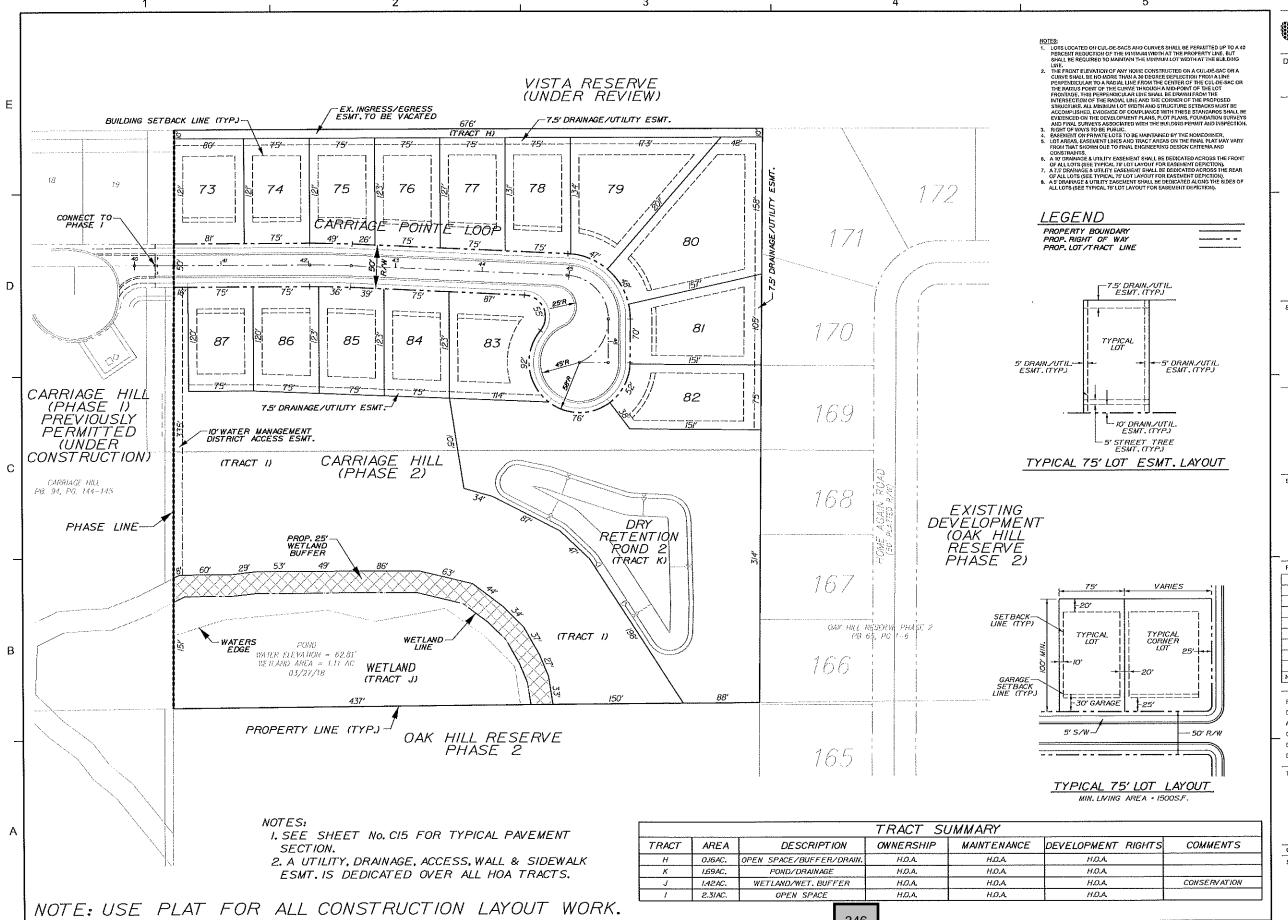
SITE PLAN

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ENGINEERING BUSINESS -8794

CARRIAGE HILL PHASE 2

Christopher J. Allen FI. PE # 77719

SCALE NORTH

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REVISIONS

No. DATE BY Description

PROJECT # 59101346

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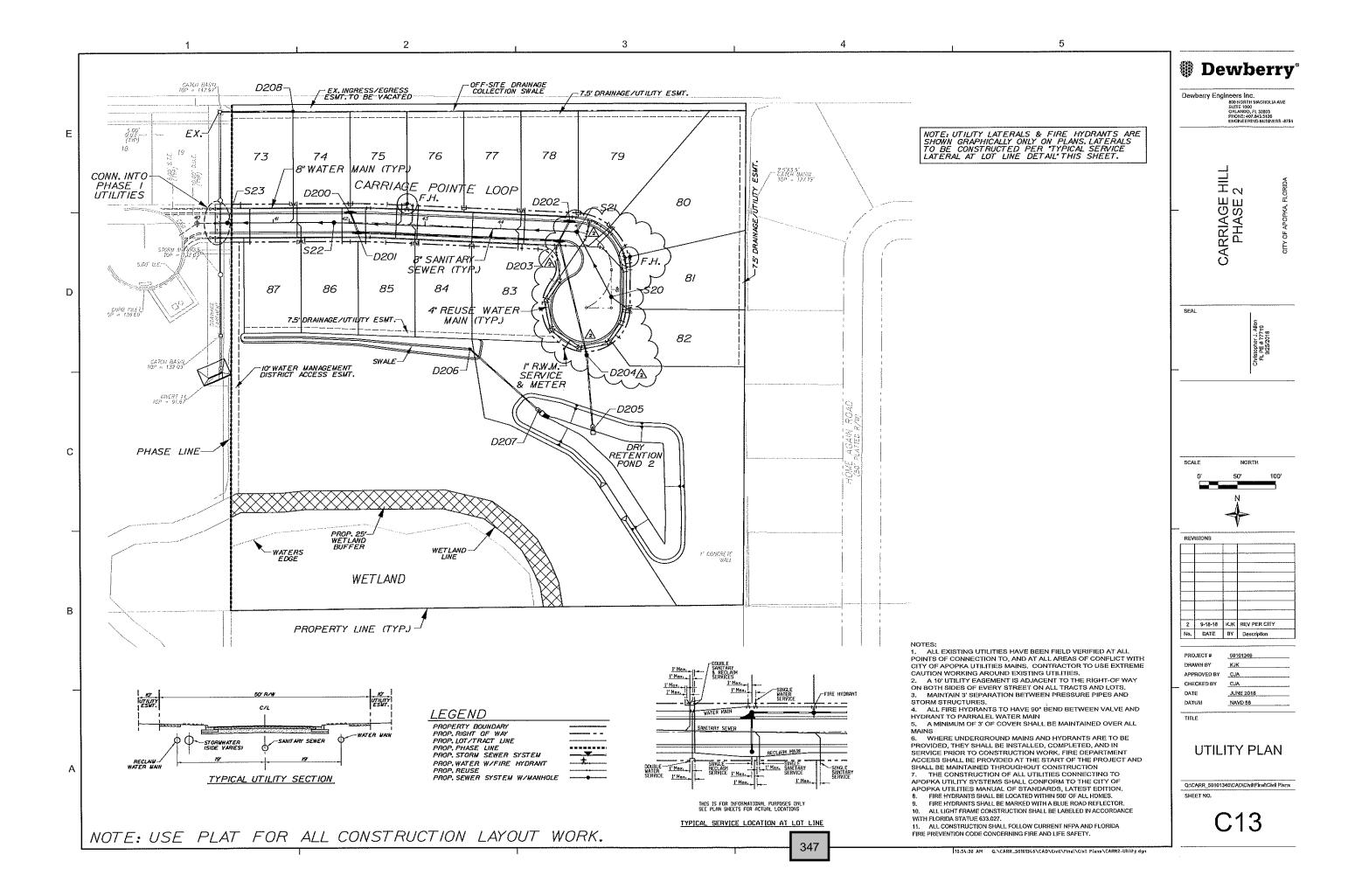
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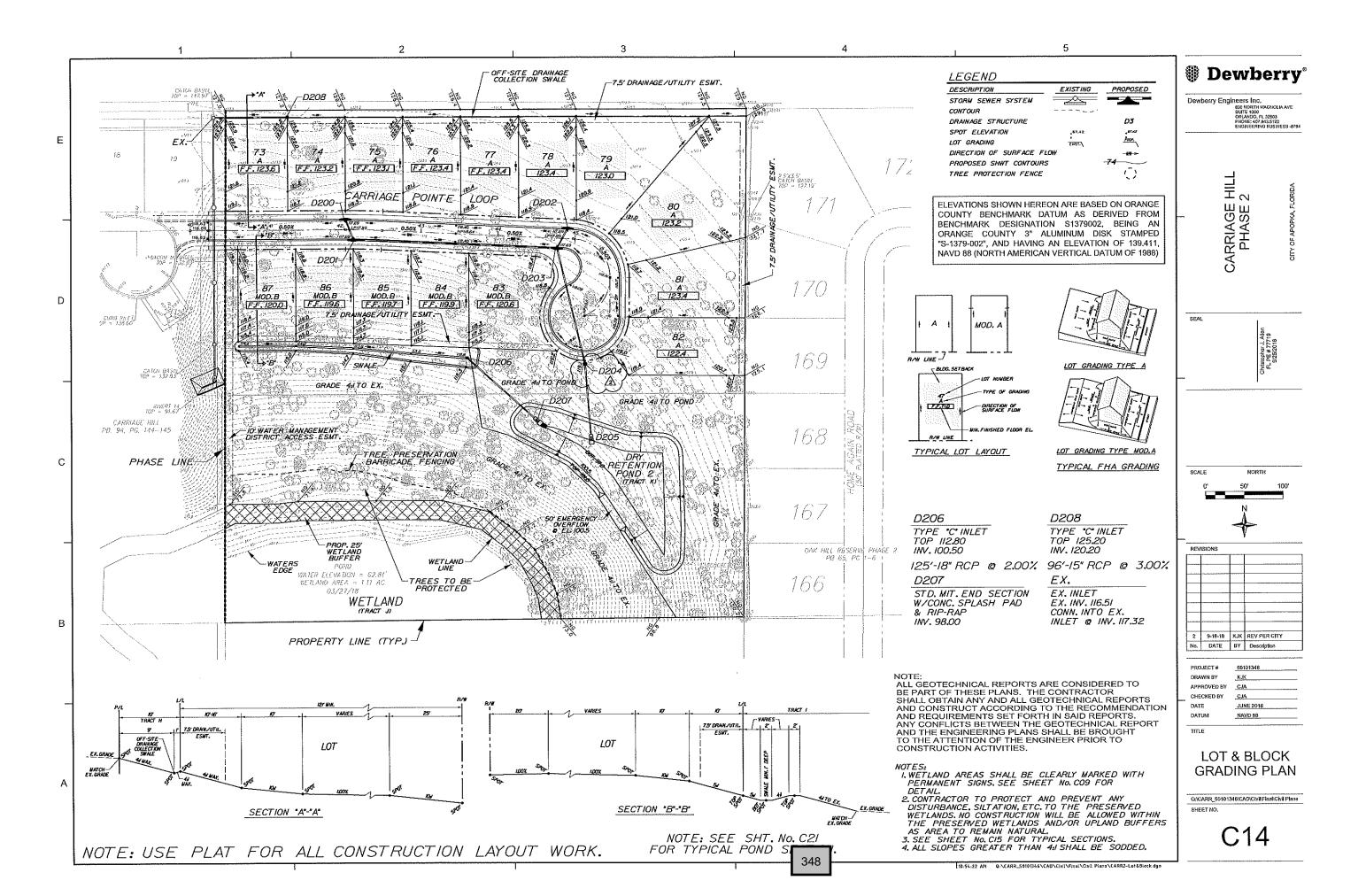
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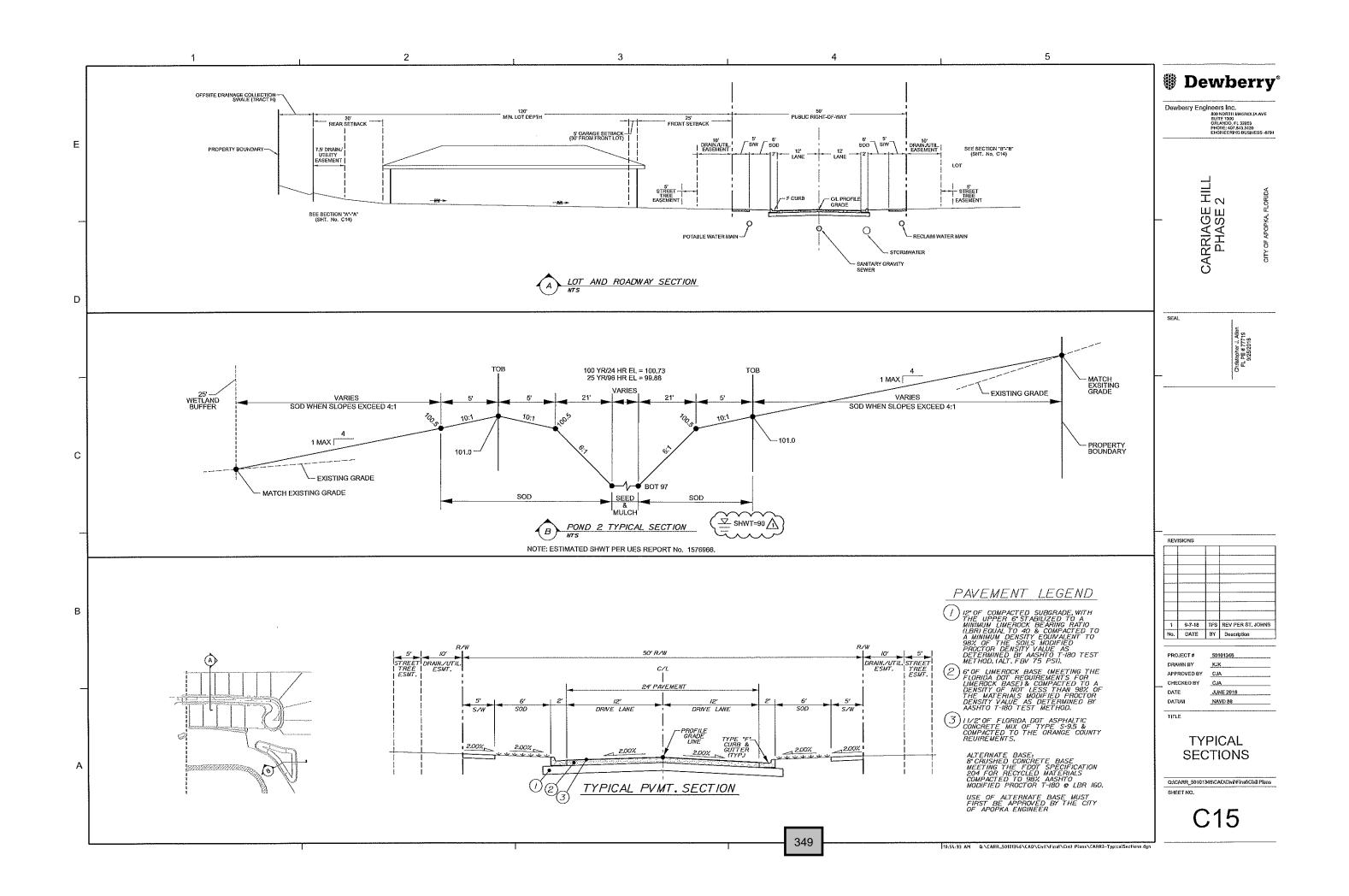
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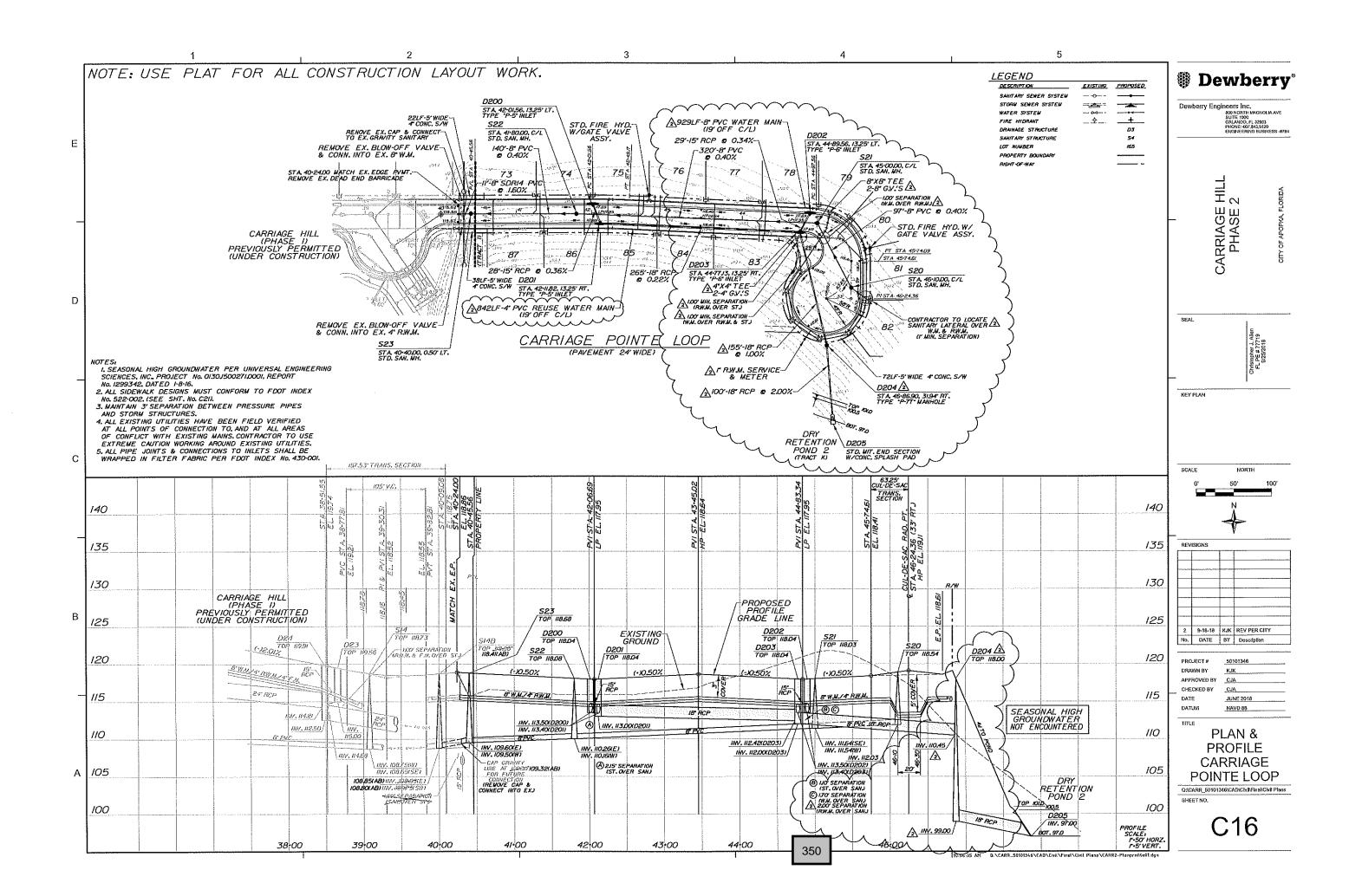
GEOMETRY PLAN

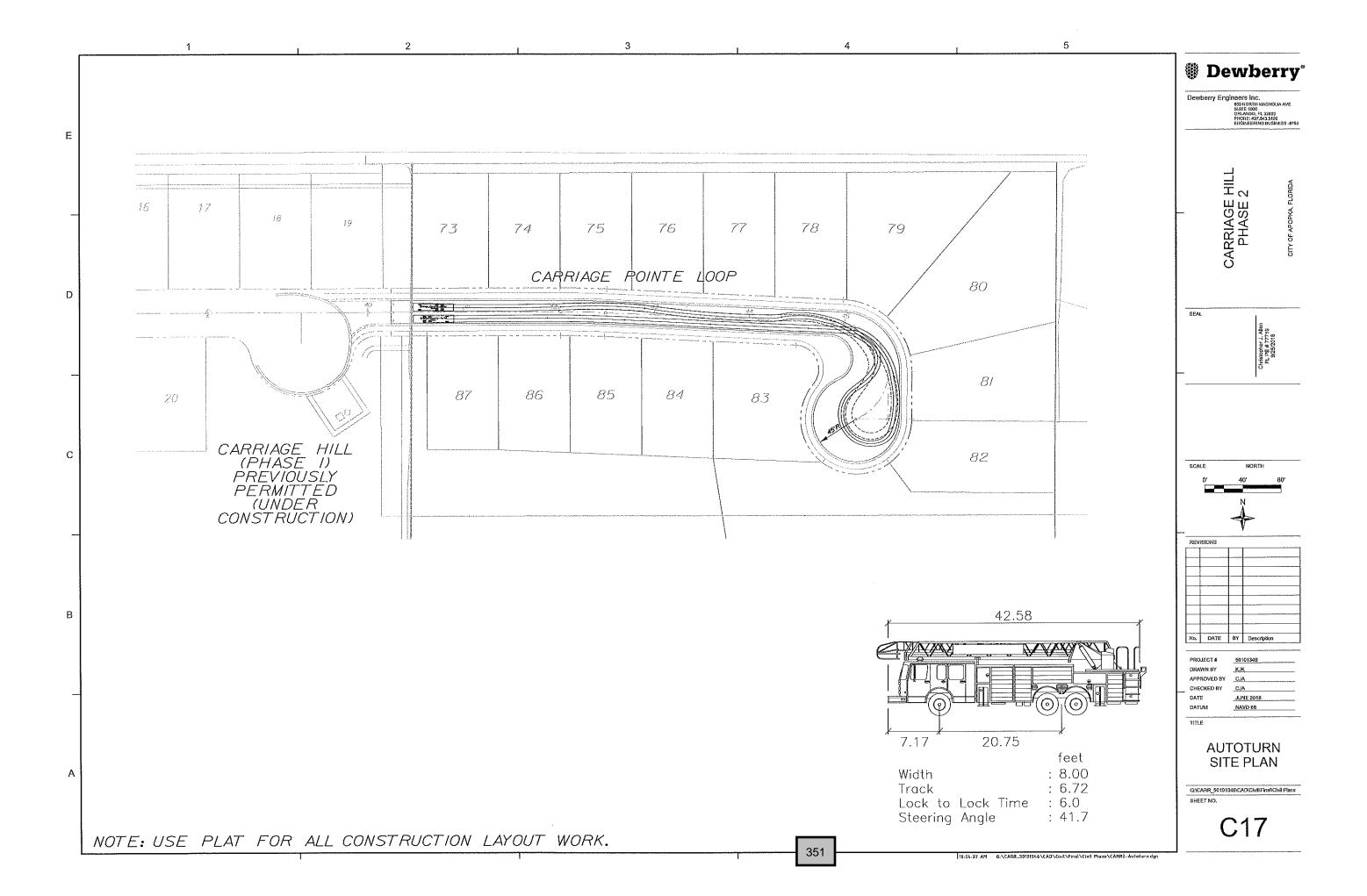
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"" CONCENTE THE UPPAYED ANELSE (SEE TRAVE 161) THE STREET - ADAMTARE CAST RO SCR 35 FYC PAR William I 30 00 mm / THE REAL PROPERTY AND ADDRESS OF THE PARTY ADDRESS OF THE PARTY AND ADD **○** [RUST, (MAT HET MILE PACE COAT) WAE MUST BE CAPABLE OF HET MONIE 13" ABONE TOP OF VALVE BEST (SEE POORE 118") Drone part and the PARTYAITA C ANTIONNE MEMBERSHOU DE MERSHOU DE PRESENTE DE COMME DE I, REQUIREMENTS OF THE, 201 APPLY PIC EXTENSIONS HAT BE USED ON VALUE BOX INSTALLATION.
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THROUGHT CULTURE SEC.

TYPICAL SERVICE LOCATION DETAIL OPEN-CUT DETAIL - MAJOR PATCH PLUG VALVE AND BOX DETAIL OPEN-CUT CROSS SECTION DETAIL SERVICE LATERAL DETAIL CITY OF APOPKA JANUARY 2015 FIG. 701 CITY OF APOPKA JANUARY 2015 FIG. 702 CITY OF APOPKA JANUARY 2014 FIG. 204 CITY OF APOPKA FJG, 205 CITY OF APOPKA JANUARY 2014 FIG. 206 CITY OF APOPKA JANUARY 2014 FIG. 400 A CITY OF APOPKA JANUARY 2014 JANUARY 2014 THE UTILITIES SYSTEMS WITHIN THIS DEVELOPMENT ARE DESIGNED PER

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SEAL

REVISIONS No. DATE BY Description

PROJECT# 50101348 DRAWN BY KJK APPROVED BY CHECKED BY CJA DATE JUNE 2018 DATUM NAVD 88

CITY OF APOPKA SANITERY **SEWER** DETAILS

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C18

THE CITY OF APOPKA UTILITY DEPARTMENT STANDARDS AND CONSTRUCTION

MANUAL.WE ARE PROVIDING AS PART OF THE DESIGN STANDARDS FROM THE MANUAL THE DETAILS TO BE UTILIZED AS A MINIMUM REQUIREMENT

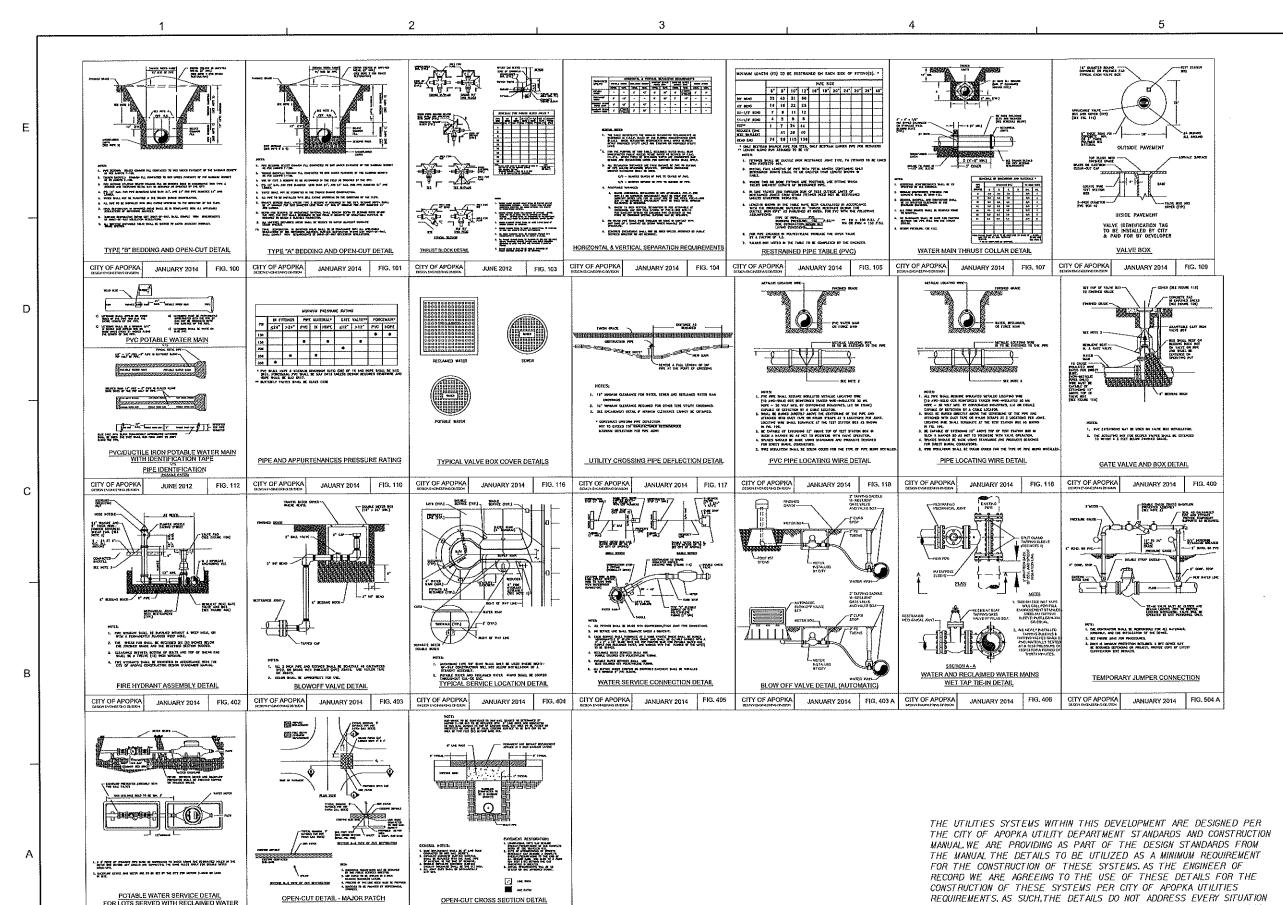
RECORD WE ARE AGREEING TO THE USE OF THESE DETAILS FOR THE

AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM THE ENGINEER OF RECORD OF ANY CHANGES REQUIRED FOR THE FINAL

FOR THE CONSTRUCTION OF THESE SYSTEMS, AS THE ENGINEER OF

CONSTRUCTION OF THESE SYSTEMS PER CITY OF APOPKA UTILITIES REQUIREMENTS, AS SUCH, THE DETAILS DO NOT ADDRESS EVERY SITUATION

INSTALLATION OF THE SYSTEMS.



CITY OF APOPKA JANUARY 2014 FIG. 505 CITY OF APOPKA JANUARY 2015 FIG. 701 CITY OF APOPKA JANUARY 2015 FIG. 702

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CARRIAGE HILL PHASE 2

SEAL

REVISIONS

No. DATE BY Description

PROJECT # 50101346

DRAWN BY KJK

APPROVED BY CJA

CHECKED BY CJA

DATE JUNE 2018

DATUM NAYD 86

TITLE

CITY OF APOPKA WATER MAIN DETAILS

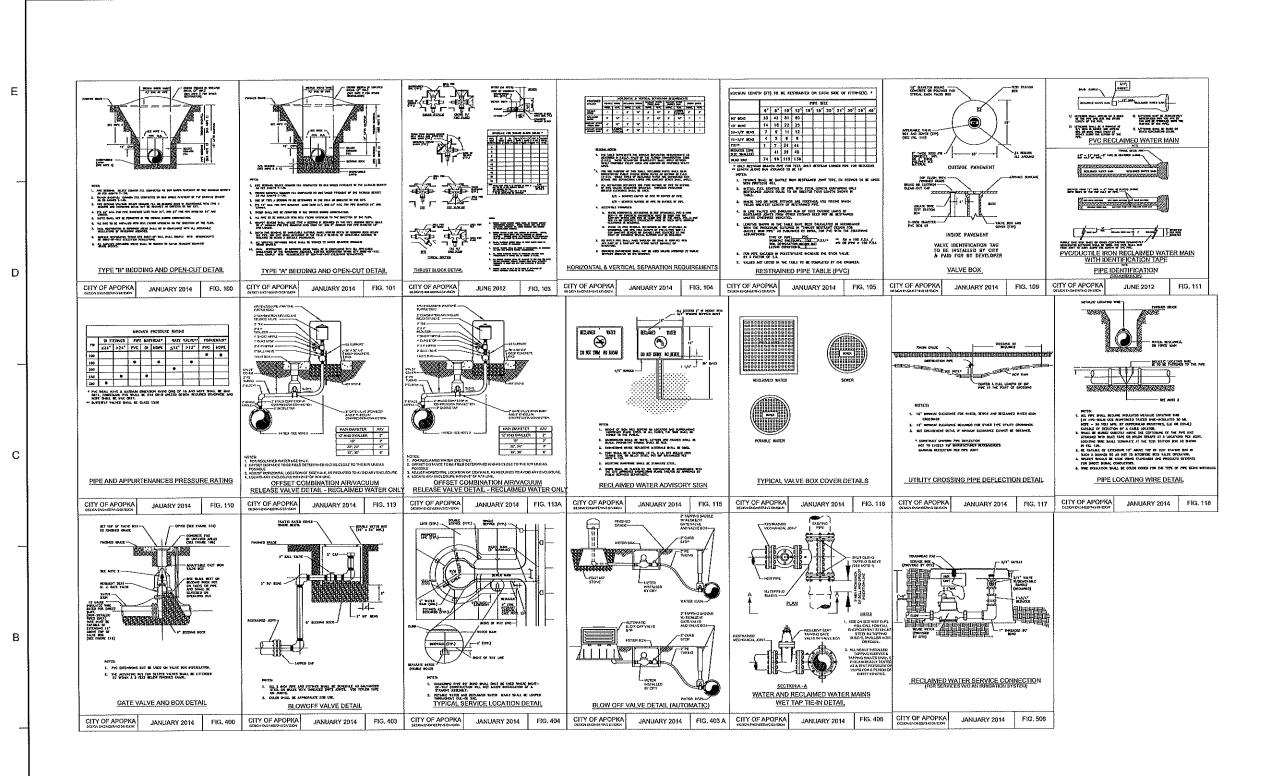
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AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM THE

ENGINEER OF RECORD OF ANY CHANGES REQUIRED FOR THE FINAL

INSTALLATION OF THE SYSTEMS.



THE UTILITIES SYSTEMS WITHIN THIS DEVELOPMENT ARE DESIGNED PER THE CITY OF APOPKA UTILITY DEPARTMENT STANDARDS AND CONSTRUCTION MANUAL WE ARE PROVIDING AS PART OF THE DESIGN STANDARDS FROM THE MANUAL THE DETAILS TO BE UTILIZED AS A MINIMUM REQUIREMENT FOR THE CONSTRUCTION OF THESE SYSTEMS. AS THE ENGINEER OF RECORD WE ARE AGREEING TO THE USE OF THESE DETAILS FOR THE CONSTRUCTION OF THESE SYSTEMS PER CITY OF APOPKA UTILITIES REQUIREMENTS. AS SUCH, THE DETAILS DO NOT ADDRESS EVERY SITUATION AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM THE ENGINEER OF RECORD OF ANY CHANGES REQUIRED FOR THE FINAL INSTALLATION OF THE SYSTEMS.

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CARRIAGE HILL PHASE 2

SEAL

Christopher J. Allen Ft. PE # 77719 9/25/2018

REVISIONS

No. DATE BY Description

PROJECT # 56101346

DRAWN BY KJK

APPROVED BY CJA

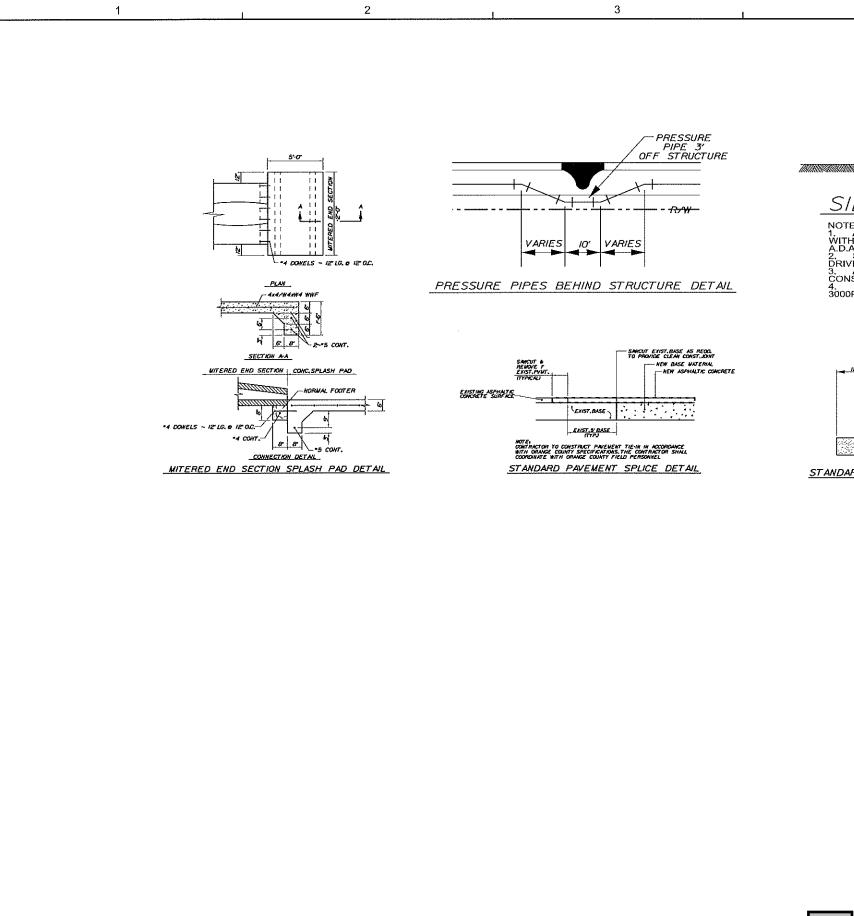
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DATE JUNE 2018

DATUM NAVD 88

CITY OF APOPKA RECLAIMED WATER MAIN DETAILS

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SIDEWALK DETAIL

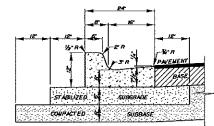
NOTES:

1. ALL SIDEWALK TO BE CONSTRUCTED WITH A MAX. 5% LONGITUDINAL SLOPE PER A.D.A. REQUIREMENTS.

2. SIDEWALKS TO BE 6" THICK AT DRIVEWAY LOCATIONS.

3. ALL SIDEWALKS MUST BE CONSTRUCTED IN COMPLIANCE.

4. MINIMUM CONCRETE STRENGTH 3000PSI.



STANDARD TYPE "F" CURB & GUTTER DETAIL

No. DATE BY Description

PROJECT # 50101348

DRAWN BY KJK

APPROVED BY CJA

CHECKED BY CJA

DATE JUNE 2018

DATUM NAVD 88

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CONTRACTOR TO REFER TO LATEST FDOT DESIGN STANDARDS FOR ALL DRAINAGE STRUCTURES.

AS-BUILT REQUIREMENTS

SKIMMERS, ETC.)

COVER/GRATE AS WELL AS OTHER STRUCTURES (HEADWALLS, CONTROL STRUCTURES, WERS, AND

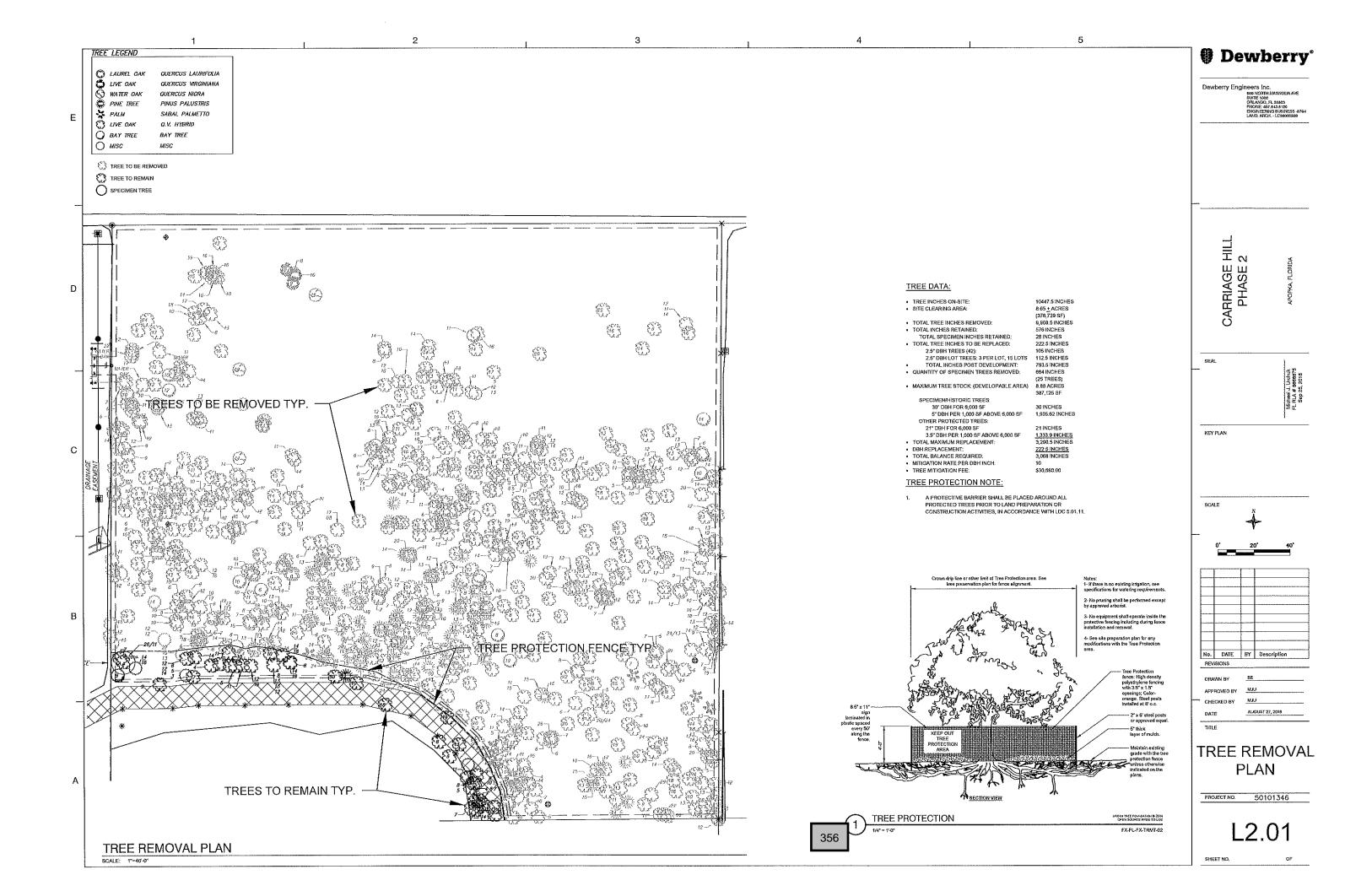
3. ACTUAL GRADE OF THE PIPE BETWEEN STRUCTURES

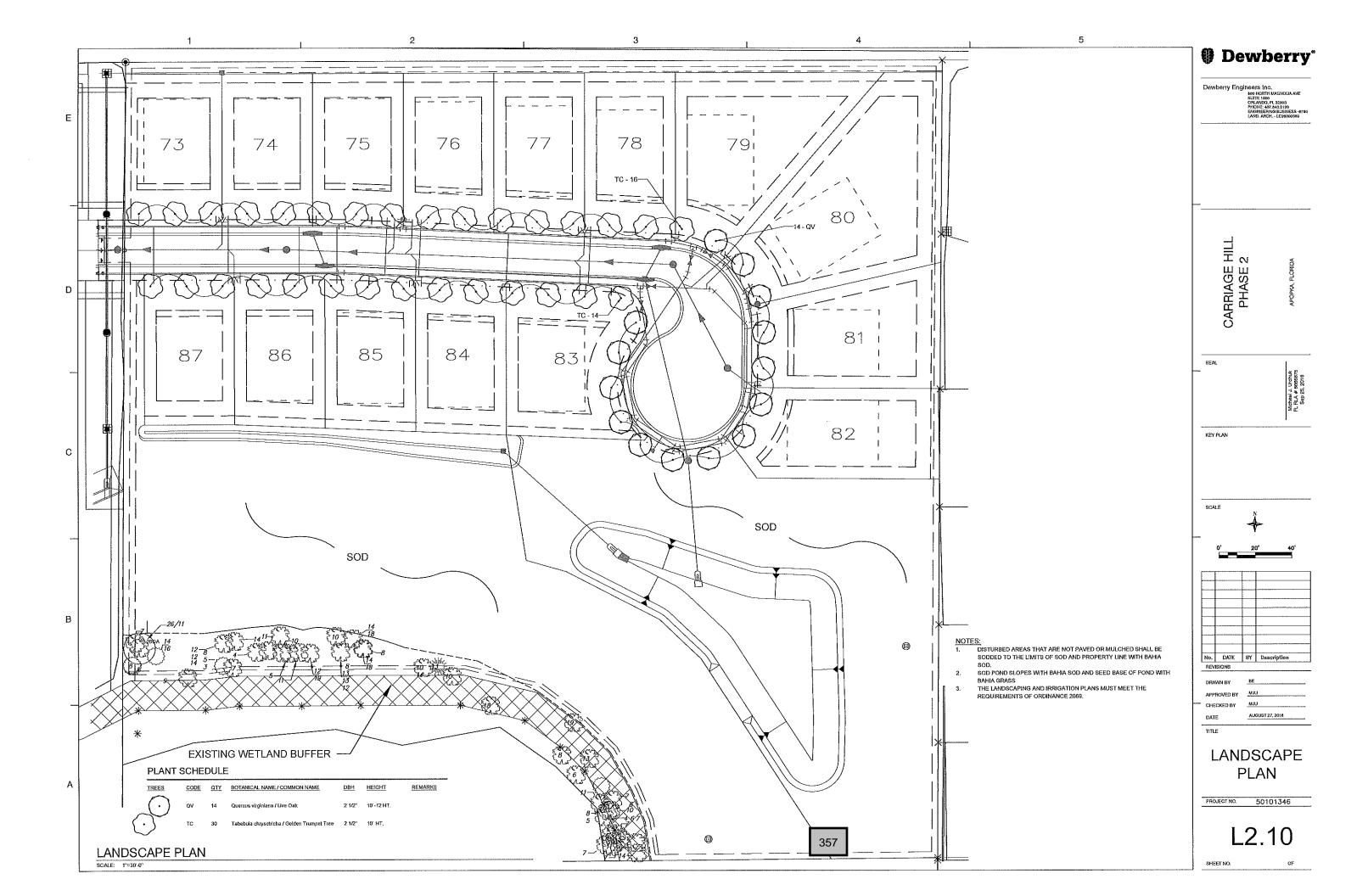
TOP ELEVATION OF EACH MANHOLE FRAME AND

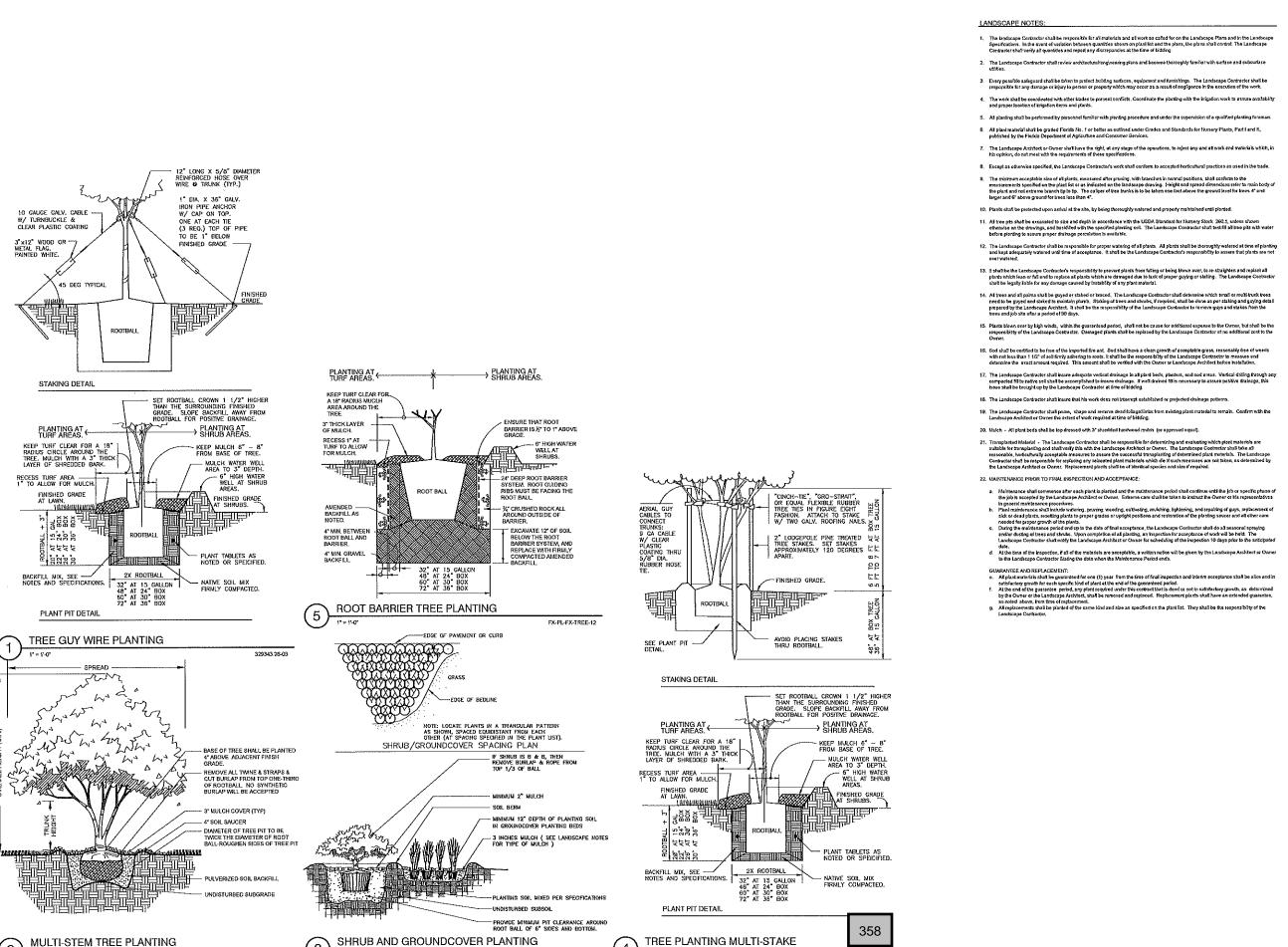
2. INVERT ELEVATIONS OF EACH LINE ENTERING AND LEAVING EACH STRUCTURE, INCLUDING UNDERDRAIN PIPES

STRUCTURES
4. INVERTS OF ALL MITERED END SECTIONS
5. INVERT EL EVATION AND 2 HORIZONTAL TIES FROM
PERMANENT VISIBLE OBJECTS TO ALL STORM STUBOUTS

MEET CITY OF APOPKA REQUIREMENTS PER CODE.







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FHORE: 407,644 5140
ENGINEERING BUSINESS 4704
LAND, ARATH. LC25000068

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KEY PLAN

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SCALE

No. DATE BY Description REVISIONS

DRAWN BY APPROVED BY CHECKED BY MJU AUGUST 27, 2018

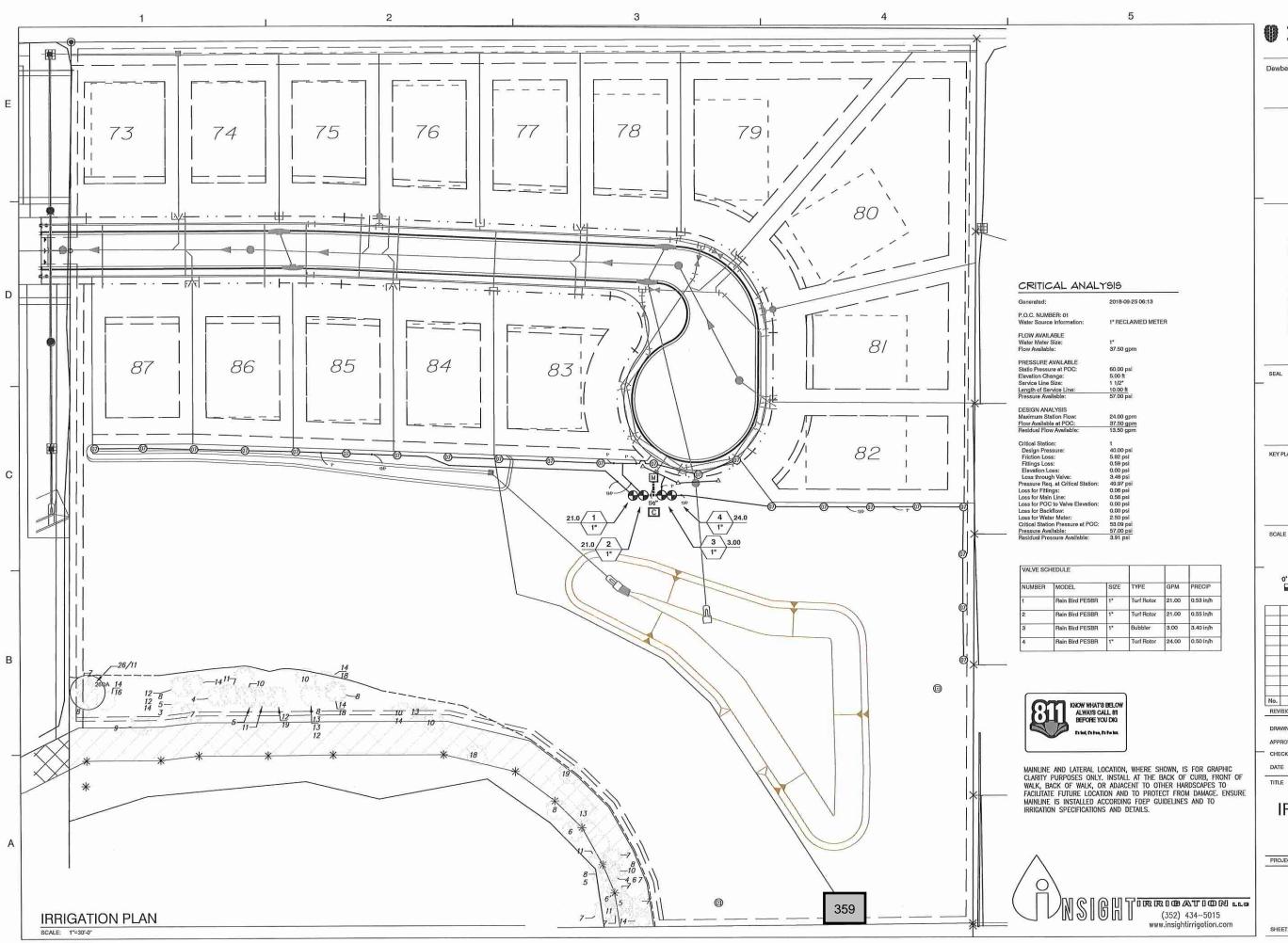
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NOTES AND DETAILS

PROJECT NO. 50101346

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CARRIAGE HILL PHASE 2

KEY PLAN

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No. DATE BY Description REVISIONS

APPROVED BY

IRRIGATION PLAN

PROJECT NO. 50101346

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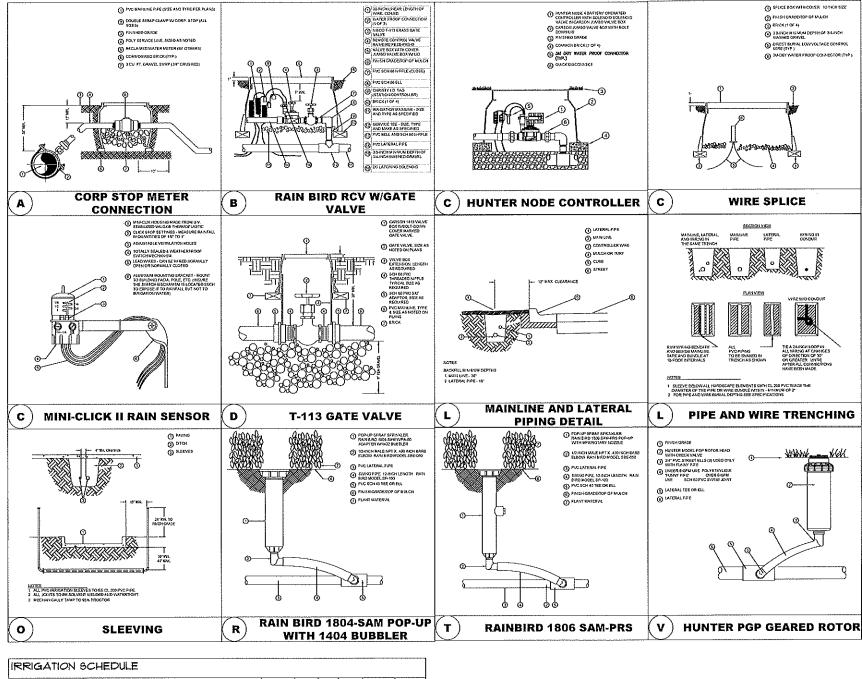
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- THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC, AS IT MAY NOT HAVE BEEN POSSIBLE TO ACCURATELY THE DRAWINGS AND TO SECOND FOR ALL MATERIAL, OR ALL JOBSTIE ELETINS. THE INSTALLER SHALL BE EXPECTED TO MAKE MINOR ADJUSTMENTS ON THE SITE AS NEEDED, IN ORDER TO MANTAIN COMPLETE AND ACCURATE COVERAGE, AND MANTAIN THE INTENT OF THE DESIGN. MODIFICATIONS WHICH INCREASE THE SPACING OF HEADS, OR DECREASE THE SIZING OF PIPE, SHALL NOT BE MADE WITHOUT PRIOR CONSENT OF THE PROJECT MANAGER THE FINAL LOCATIONS FOR ALL MAJOR EQUIPMENT, INCLUDING CONTROLLERS, VALVES, SUPPLY CONNECTIONS, MAILINES, ETC. SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR, WISHELT THE PRIOR OF THE SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR, WISHELT THE PRIOR OF THE SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR. USING THE DRAWINGS AS A GUIDE, AND APPROVED PRIOR TO INSTALLATION.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. ALTHOUGH DUE DILIGENCE HAS BEEN EXERCISED IN THE PREPARATION OF THE DOCUMENTS TO AVOID CONFLICTS, IT SHALL REMAIN THE RESPONSIBILITY OF THE INSTALLER FOR VERFICATION AND CONFORMANCE TO THE PARTICULAR CODES FOR THIS LOCATION. THE INSTALLER SHALL OBTAIN ANY NECESSARY PERMITS, LOCATES, AND INSPECTIONS.
- 3. ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES, IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL INSTALLED BEDLINES, GOD LIMITS, AND PLANT LOCATIONS.
- 4. THE INSTALLER SHALL BE FAMILIAR WITH ALL APPLICABLE DOCUMENTS, INCLUDING ANY WRITTEN SPECIFICATIONS THAT MAY HAVE BEEN ISSUED. ANY CONFLICT FOUND BETWEEN THE VARIOUS DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE PROJECT MANAGER FOR DETERMINATION.
- 5. ALL MATERIAL AND LABOR NECESSARY TO PROVIDE A COMPLETE, FULLY OFERATIONAL, AND GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE DOCUMENTS. THIS SHALL INCLUDE COMPORMANCE TO THE REQUIREMENTS AND RECOMMENDATIONS OF THE YARROUS MANUACTURERS OF THE EQUIPMENT, AND TO APPLICABLE TRAINING AND CERTIFICATION OF NSTALLATION PERSONNEL.
- INLESS SPECIFICALLY STATED TO THE CONTRARY, PIPING AND WIRING PASSING UNDER PAYED OR OTHER INTERVIOUS SUFFACES SHALL BE INSTALLED IN SLEEVING OF ADEQUATE SIZE AND STIFENGTH. SIDEWLALKS AND DECKS AND TURE PAYERS SHALL REQUIRE SLEEVING, EVEN IF NOT SHOWN ON THE DRAWINGS, CONTROL WIRING MAY BE RUN WITHIN A LARGER SLEEVE WITH MAINLINE PIPING, BUT ONLY IF PROTECTED BY A SMALLER CONDUIT. WIRE MAY NOT BE TAPED TO THE MAINLINE IN LIEU OF THIS CONDUIT, AS ABRASION OF THE WIRE JACKET IS

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- SLEEVES UNDER PARKING AND DRIVEWAYS MAY BE THE RESPONSIBILITY OF OTHER THAN THE IRRIGATION CONTRACTOR (SUCH AS THE PAVING OR SITE CIVIL CONTRACTOR). CONSULT OTHER DOCUMENTS FOR ADDITIONAL INFORMATION. ANY NEEDED SLEEVE WHICH EITHER CANNOT BE FOUND OR IS DAMAGED BEYOND PRACTICAL USE SHALL BE REPORTED TO THE PROJECT MANAGER INTEDIATELY, ALONG WITH RECOMMENDATIONS FOR CORRECTIVE ACTION. SLEEVES UNDER SIDEWALKS, DECKS, ETC. ARE NORMALLY NEETLAND BY THE REPORTED ATTOM CONTRACTOR. NSTALLED BY THE IRRIGATION CONTRACTOR.
- 8. CONTROL WIRING SHALL BE ROUTED WITH THE MAINLINE WHENEVER POSSIBLE, WIRE SHALL DIRECT BURIAL PE 14-GAUGE.
- 9. ALL SPRINTLER HEADS SHALL BE OF THE PROPER SIZE AND TYPE FOR THE LOCATION AND PLANT MATERIAL. HEADS SHALL BE INSTALLED IN THE PRESCRIBED MANNER PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND/OR PLANT MATERIAL. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURES, SIDEWALKS, WALLS, AND OTHER DESTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING NORMAL LAMBSCAPE MAINTENANCE OFERATIONS, ALL SPRINTLERS SHALL BE ADJUSTED TO OBTAIN OPTIMAL COVERAGE OF PLANT MATERIAL, WHILE HIMMIZING OVERSPRAY ONTO WINDOWS, WALLS PAVING OR OTHER IMPERVIOUS SURFACES, PARTICULARLY WOODWORK AND/OR TIRM. THE INSTALLES SHALL WILL THE PROPER SPRAY NOZILE PATTERN FOR THE LOCATION, AS WELL, AS PRESSURE-COMPENSATING HEADS OR SCREENS, AND ADJUSTABLE-PATTERN FOR THE LOCATION, AS PRESSURE-COMPENSATING HEADS OR SCREENS, AND ADJUSTABLE-PATTERN NOZILES WHERE A FIXED PATTERN IS NOT SUITABLE TO CONTROL COVERAGE OR OVERSPRAY.
- 10. RISER-MOUNTED HEADS SHALL BE INSTALLED WITHIN THE FIRST ROW OF PLANT MATERIAL, SO THAT THE HEAD IS PROTECTED AND CONCEALED BY THE MATERIAL. IT MAY BE REQUIRED TO RELOCATE HEADS NOT CONFORMING TO THIS STIPPLIATION AFTER PLANTS ARE INSTALLED. THIS SHALL BE DONE ATO ADDITIONAL COST TO THE OWNER. RISERS SHALL BE STAKED AS SHOUN IN THE DETAILS, AND PAINTED A DURABLE FLAT COLOR, TO BE AGREED UPON BY THE PARTIES.
- II. TREE BUBBLER HEADS SHALL BE CONSIDERED TEMPORARY, AND WILL BE CAPPED OFF ONCE MATERIAL IS
- 12. THE CONTROLLER SHALL REQUIRE A BATTERY OPERATED TIMER CONTRACTOR WILL BE REQUIRED TO INSTALL DC LATCHING SOLENOIDS ON EACH VALVE.
- 13. THE CONTROLLER SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED RAIN SENSOR. THE SENSOR SHALL BE LOCATED IN SUCH A MANNER SO THAT IT IS UNOBSTRUCTED AND DIRECTLY EXPOSED TO NATURAL RAINFALL FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM ROOFS, ETC.
- 14. THE MINIMUM SUPPLY REQUIREMENT FOR THE SYSTEM AS DESIGNED IS 35 -GPM AT 60-PSI.
- ID. THE NOTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT PLETILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER PURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED WIDER APPLICABLE LAW.



360

SYMBOL.	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS	
Δ	Rain Bird 1800-1400 Flood 1404	3	360	30	1.00	3'	R
SYMBOL.	MANUFACTURERYMODEL/DESCRIPTION	QTY	†	PSI	GPM	RADIUS	DETAIL
00	Hunter PGP-ADJ Turf Rotor, 4,0" Pop-Up, Adjustable and Full Circle, Standard Angle Red Nozzle. Lower Precipitation Rate.	22		40	3.00	38'	V
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY					DETAIL
•	Rein Bird PESBR 1, 1-1/2, and 2 Durable Chlorine-Resistant Valvas for Reclaimed Water Applications. With Scrubbar Mechanism Technology, and Purple Flow Control Handla.	4					В
C	Hunter NODE-200 2-Station Controller, Outdoor, Bettery Powered. DC Latching Scienoid Ordered Separately.	1					C
M	Water Meter 1" 1" RECLAIMED METER	1					A
	Irrigation Lateral Line: PVC Class 200 SDR 21	1,073 l.f.					L
	Irrigation Mainline; PVC Schadule 40	42.3 l.f.		+		<u> </u>	L





Dewberry

5

Dewberry Engineers Inc. BOO NORTH MAGNOLIA AVE SUITE 1000 ORLANDO, FL 32803 FHONE: 407,843.5120 ENGNEERING BUSINESS -67 LAND, ARCH, - LC28000589

> ≣ ~ ШШ CARRIAGE PHASE

KEY PLAN

SEAL

SCALE

No. DATE BY Description REVISIONS

DRAWN BY APPROVED BY

MJU CHECKED BY AUGUST 27, 2018 TITLE

NOTES AND DETAILS

PROJECT NO. 50101346

IR3.00

CARRIAGE HILL PHASE 2

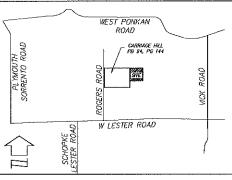
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29. TOWNSHIP 20 SOUTH, RANGE 28 EAST. CITY OF APOPKA, ORANGE COUNTY, FLORIDA

GENERAL NOTES:

- 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 28 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING N89°54'35"E.
- 2. ALL CURVILINEAR LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- 3. UNLESS OTHERWISE INDICATED, A UTILITY AND DRAINAGE EASEMENT BEING 10.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ABUTTING ROAD RIGHTS-OF-WAY IS HEREBY DEDICATED TO THE CITY OF APOPKA, AND PUBLIC UTILITY SERVICE PROVIDERS THE CITY OF APOPKA AND PUBLIC UTILITY SERVICE PROVIDERS ARE RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WHITH THE UTILITY EASEMENTS. WHE FEE SIMPLE OWNER OF SAID LOTS AND/OR TRACTS SHALL BE RESPONSIBLE FOR THE CRASS AND LANDSCAPING WITHIN ALL UTILITY EASEMENTS LOCATED UPON MOTHODIAL LOTS AND/OR TRACTS.
- 4. UNLESS OTHERWISE INDICATED A UTILITY AND DRAINAGE EASEMENT BEING 5 FEET WIDE ADJACENT TO ALL SIDE LOT LINES AND A 7.5 FEET NIDE ADJACENT TO ALL REAR LOT LINES IS MEREBY DEDICATED TO THE CITY OF APOPKA AND PUBLIC UTILITY SERVICE PROVIDERS. THE CITY OF APOPKA AND PUBLIC UTILITY SERVICE PROVIDERS. THE CITY OF APOPKA AND PUBLIC UTILITY SERVICE PROVIDERS ARE RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE UTILITY EASEMENTS. THE FEE SIMPLE OWNER OF SAID LOTS AND/OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN ALL UTILITY EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND/OR TRACTS.
- 5. A UTILITY, DRAINAGE, ACCESS, WALL AND SIDEWALK EASEMENT OVER TRACTS I AND K IS HEREBY DEDICATED TO
- 6. PURSUANT TO SECTION 177.091 (28), FLORIDA STATUTES, AS AMENDED; ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HONEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IN THE SERVIT A CABLE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 8. TRACT H (OPEN SPACE/BUFFER/DRAINAGE), TRACT K (POND/DRAINAGE), AND TRACT I (OPEN SPACE) ARE HEREBY GRANTED TO AND SHALL BE MAINTAINED BY THE CARRIAGE HILL PROPERTY OWNERS ASSOCIATION, INC.
- 9. TRACT J (WETLAND/WETLAND BUFFER) IS HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE CARRIAGE HILL PROPERTY OWNERS ASSOCIATION, INC. A CONSERVATION EASEMENT OVER TRACT J IS HEREBY DEDICATED TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
- 10. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THE CITY OF APOPKA LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME, AND ALL FEDERAL, STATE, COUNTY AND CITY RILES, REGULATIONS, ORDINANCES, PROVISIONS AND APPROVAIS. NOTHING THEREIN SHALL BE CONSTRUED TO WAIVE ANY PROVISION OF THE APOPKA LAND DEVELOPMENT CODE.
- 11. SUBJECT PROPERTY CONTAINS: 15 RESIDENTIAL LOTS AND 4 TRACTS.
- 12. THE 7.50 FOOT WIDE DRAINAGE AND UTILITY EASEMENTS (D.U.E.) ARE HEREBY DEDICATED TO THE CITY OF APOPKA AND MAINTAINED BY THE INDIVIDUAL LOT OWNER.
- 13. THE 10.00' WATER MANAGEMENT ACCESS EASEMENT IN TRACT I IS HEREBY DEDICATED TO THE ST. JOHNS
- 14. THE 5.00' STREET TREE EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF APOPKA.

LEGEND AND ABBREVIATIONS:

(I(UNS):
POP PERMANENT CONTROL PONT
PG(S) PAGE/PAGES
PI PONT OF INTERSECTION
PLS PROFESSIONAL LAND SURVEYOR
PRC POINT OF REVERSE CURVATURE
PRM PERMANENT REFERENCE MOVIMENT
PSM PROFESSIONAL SURVEYOR MAPPER
PT POINT OF TANGENCY
R RADIUS
(R) RADIAL
RR RAILROAD
PAY BIGHT OF WAY MORE OR LESS
CHORD BEARING
CERTIFED CORNER RECORD
CHORD DISTANCE
CENTER UNE
CONCRETE MONUMENT
DEED BOOK
ORANAGE EASEMENT
DRAMAGE & UTILITY EASEMENT
FOUND URAINAGE & UILITY EASEME
FOUND
IDENTIFICATION
IDENTIFICATION
IRON PIPE
IRON PIPE & CAP
IRON ROD
IRON ROD & CAP
ARC LENGIT
LANDSCAPE EASEMENT
LICENSED BUSINESS
MAINTENANCE EASEMENT
ILCENSED BUSINESS
MAINTENANCE EASEMENT
NATE & DISK
NUMBER
NON-FRODRI.
A ORLANDO ORANGE COUNTY
EXPRESSIWAY AUTHORITY
OFFICIAL RECORDS BOOK
PLAT
BOOK
POINT OF CURVATURE R/W RIGHT OF WAY RCP REINFORCED CONCRETE PIPE RP RADIUS POINT
SEC SECTION
S.T.E. STREET TREE EASEMENT U.E. UTILITY EASEMENT (TYP) TYPICAL 1) VIPICAL
CENTRAL ANGLE
BREAK LINE
SET 4*X** CM (LB 8011)
FOUND 4*X** CM (AS NOTED)
SET N/D (LB 8011)
FOUND 1/O (AS NOTED)
SET 5/8* IRC (LB 8011)
FOUND IRON ROD (AS NOTED)
FOUND IRON ROD (AS NOTED)
FOUND RAIL ROAD SPIKE (AS NOTED)
FOUND RAIL ROAD SPIKE (AS NOTED)



VICINITY MAP (NOT TO SCALE)

LEGAL DESCRIPTION:

THE MORTHWEST 1/4 OF THE MORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 29 TOWNSHIP 20 SOUTH, RANGE 28 EAST; THENCE RUN N89°54'35°E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 1351.79 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT F, CARRAIGE HELL, ACCORDING TO THE PLAT BEOOK 94, PAGES 144 TRROUGH 145 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE N89°54°35°E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 675.90 FEFT TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE DISTANCE OF DISSOURCES TO THE MORTHEAST COMMER OF THE MORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; SAID POINT BEING THE NORTHWEST CORNER OF LOT 171, OAK HILL RESERVE PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGES 1 THROUGH 6 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FORIDA; THENCE SOUTO'21TW, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29 AND THE WEST LINE OF SAID OAK HILL RESERVE PHASE 2, A DISTANCE OF 661.97 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29; SAID POINT LYING ON THE NORTH LINE OF TRACT E OF SAID DAK HILL RESERVE PHASE 2; THENCE RUN S89'28'31'TV ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 875.54 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST CORNER OF AFORESAID TRACT E: THENCE RUN NOO'18'12'E. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, AND THE EAST LINE OF THE AFOREMENTIONED CARRIAGE HILL, A DISTANCE OF 667.09 TO THE POINT OF BEGINNING

CONTAINING 449.004 SOLIARE FEET OR 10.31 ACRES, MORE OR LESS

SHEET INDEX NOTES, LEGEND, DESCRIPTION SHEET 2: DETAIL SHEET

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIMOED LANDS DESCRIBED WHEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON 2018, THE FORECOING PLAT WAS APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF APOPKA, FLORIDA.

MAYOR:
ATTEST.

PLAT BOOK:

PAGE:

CARRIAGE HILL PHASE 2

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, BIAT JID LAND AT ROGERS RO,
LLC, A FLORDA LIMITED LURBLITY COMPANY, BEING THE OBNER IN FEE
SMIPLE OF THE LANDS DESCRIBED IN THE FORECOME CAPTION TO THIS
SMIPLE OF THE LANDS AND SAME PROFICE OF THE STREETS SUBMINION FOR THE USES AND
PURPOSES THEREN EXPRESSED AND DEDICATE THE STREETS, SUBMINION
FORENSE NOTED, SHOWN HEREON (TO THE EXTENTS SUCHARK
OTHERISE NOTED), SHOWN HEREON (TO THE EXTENTS SUCH FASCHENTS)
AND NOT SHOWN HEREON (TO THE EXTENTS SUCH FASCHENTS)
AND NOT SHOWN HEREON (TO THE EXTENTS) TO THE PREPETUAL
USE OF THE PUBLIC; A CONSERVATION EASEMENT OVER TRACT J
(WETLAND/MERAND SUFFRE) IS HEREBY DEDICATED TO THE ST. JCHNS
RIVER WATER MANAGEMENT DISTRICT;

IN WITNESS	WHERE	OF. THE	OHNERS F	HAVE C	AUSED	THESE	PRESENT	S TO BE
SIGNED BY	THE. OF	FICER NA	WED BELO	NO W			A.O	. 2018.
BY: JTD COMPANY	LAND I	1 <i>T ROCE</i>	ERS RD.,	LLC,	A FL	ORIDA	LIMITED	LIABILITY

CRAIG HARRIS

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

WITHESS (SIGNATURE) WITNESS (PRINTED)

WITNESS (SIGNATURE) WITNESS (PRINTED) STATE OF FLORIDA, COUNTY OF

THIS IS TO CERTIFY, THAT ON BEFORE ME AN OFFICER BULLY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFFIRESAID PERSONALLY APPEARED CRAIG HARRIS, AS MAMAGER OF JID LAND AF ROCERS RD, LLC A FLORIDA LAMBE DI LABULY COMPANY, ON BEHALF OF THE COMPANY, HE/SHE IS PERSONALLY ANOMIN TO ME OF PROJUCED TAKE AN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE

SIGNATURE OF HOTARY

NOTARY PRINTED NAME

MY COMMISSION EXPIRES MY COMMISSION NO.

CERTIFICATE OF APPROVAL BY CITY ENGINEER

CITY ENGINEER

DATE

DATE

(SEAL)

DATE

QUALIFICATION STATEMENT
OF SURVEYOR AND MAPPER
KNOW ALL MED Y THESE PRESENTS, THAT THE UNDERSIGNED BEING A
PROFESSIONAL SURVEYOR AND MAPPER HAS PREPARED THE
FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND
SUPERVISION: AND THAT THIS PLAT COMPLES WITH ALL OF THE
SURVEY REQUIREMENTS AS REQUIRED BY CHAPTER 177, PART I,
FLATTING, FORDA STATUTES; AND THAT SAID LAND IS LOCATED IN
ORANGE COUNTY, FLORIDA.

NILUAM D. DONLEY
FLORIDA REGISTRATION NUMBER: 5381
DEWBERRY
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
CRAINCO, FLORIDA 32806
CRAINCARE OF AUTHORIZATION NUMBER LB 8011

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION EXAMINEO AND APPROVED:

DIRECTOR OF PLANNING COMMISSION

CERTIFICATE OF REVIEW BY CITY SURVEYOR

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES.

DATE CITY SURVEYOR LORIDA REGISTRATION NUMBER:____

CERTIFICATE OF COUNTY COMPTROLLER HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON

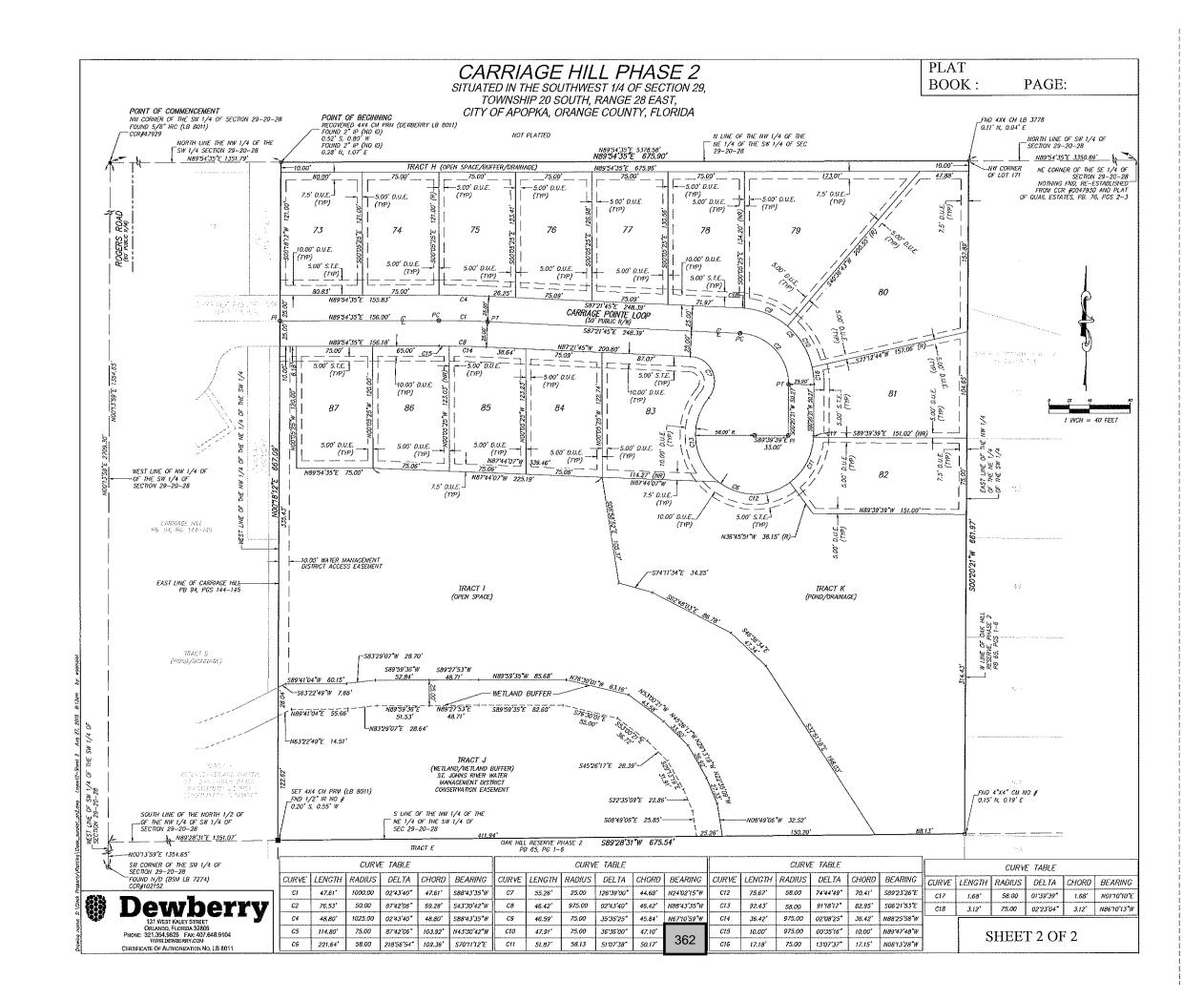
SHEET 1 OF 2

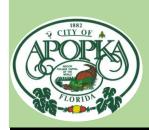
COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA

Dewberry

CERTIFICATE OF AUTHORIZATION No. LB 8011

361





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA

X PUBLIC HEARING

X SPECIAL REPORTS
OTHER: Vacate Ordinance

MEETING OF: November 7, 2018

FROM: Community Development

EXHIBIT(S): Legal Description

Vicinity Map Aerial Map

Ordinance No. 2657

SUBJECT: ORDINANCE NO. 2657 – VACATE A PORTION OF RIGHT-OF -WAY –

FRONDS ROAD

REQUEST: SECOND READING AND ADOPTION OF ORDINANCE NO. 2657 – VACATE A

PORTION OF FRONDS ROAD RIGHT-OF-WAY

SUMMARY:

OWNER/APPLICANT: Pat Lee / Mid-Florida Freezer Warehouse Ltd.

LOCATION: South of U.S. Highway 441, East of Hermit Smith Road and West of U.S.

441

EXISTING USE: Right-of-way

AREA TO BE VACATED: 3,067 Square Feet +/-

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Industrial	I-1	Vacant (Mid-Florida Freezer – Owner)
East (City)	Industrial	I-1	Vacant (Mid-Florida Freezer – Owner)
South (City)	Industrial	I-1	Vacant (Mid-Florida Freezer – Owner)
West (City)	N/A	N/A	Fronds Road Right-of-Way

FUNDING SOURCE:

N/A

DISTRIBUTION

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

CITY COUNCIL – NOVEMBER 7, 2018 FRONDS ROAD VACATE PAGE 2

ADDITIONAL COMMENTS: Mid-Florida Freezer Warehouse Ltd. is seeking to vacate a portion of Fronds Road that is an existing public right-of-way. All property abutting the portion to be vacated is owned by Mid-Florida Freezer Ltd. The vacated right-of-way is proposed to be incorporated into the Mid-Florida Logistics Park Master Plan/Preliminary Development Plan. A portion of Fronds Road, west of the proposed right-of-way vacation to Hermit Smith Road, will remain as public right-of-way.

PUBLIC HEARING SCHEDULE:

October 17, 2018 - City Council - 1st Reading (7:00 p.m.) November 7, 2018 - City Council - 2nd Reading (1:30 p.m.)

DULY ADVERTISED:

October 5, 2018 - Public Hearing Notice (Apopka Chief) October 26, 2018 - (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the request to vacate a portion of Fronds Road Right-of-Way as described in the Sketch of Description attached below.

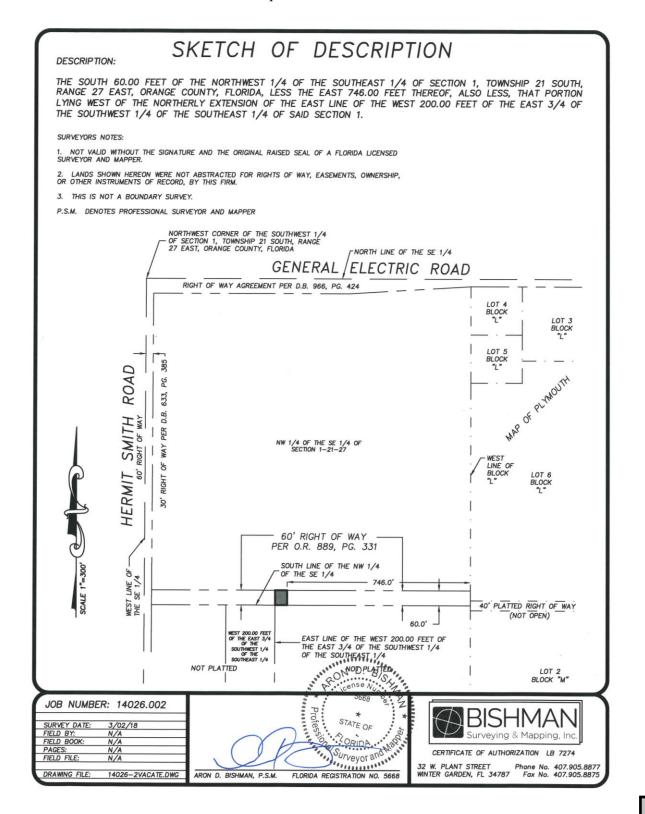
The **City Council**, at its meeting on October 17, 2018, accepted the First Reading of Ordinance No. 2657, and held it over for Second Reading and Adoption on November 7, 2018.

Adopt Ordinance No. 2657.

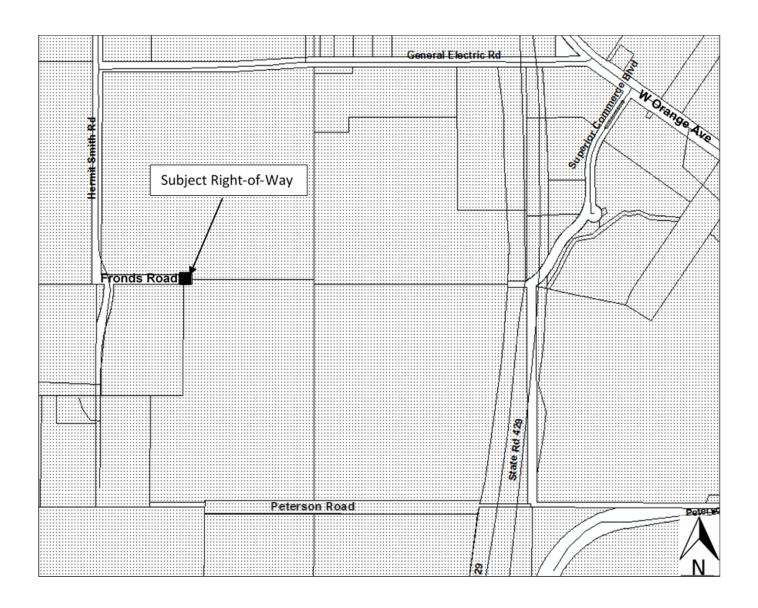
CITY COUNCIL – NOVEMBER 7, 2018 FRONDS ROAD VACATE PAGE 3

Applicant: Mid Florida Freezer Warehouse Ltd.

Total Acres: 3,067 square feet, more or less



VICINITY MAP



AERIAL MAP



ORDINANCE NO. 2657

AN ORDINANCE OF THE CITY OF APOPKA, TO VACATE A RIGHT-OF-WAY, KNOWN AS FRONDS ROAD, LOCATED SOUTH OF U.S. HIGHWAY 441, EAST OF S.R. 429; IN SECTION 1, TOWNSHIP 21, RANGE 27, OF ORANGE COUNTY, FLORIDA; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.

- **WHEREAS**, pursuant to provisions of Florida Statutes, Section 336.10, a Petition has been filed by the Mid-Florida Freezer Warehouse Ltd., to vacate, abandon, discontinue, renounce and disclaim roadway as shown in Exhibit "A"; and
- **WHEREAS**, CenturyLink, Duke Energy, Charter Spectrum Communications and Lake Apopka Natural Gas District have no objection to the abandonment of a portion of the existing utility easement; and
- **WHEREAS**, the City Council has determined that under the proposed circumstances there exists no public need for this existing easement; and
- **WHEREAS**, after public notice in accordance with Florida Statute 336.10, the City Council has determined that it is not contrary to public interest to vacate and abandon said existing easement.
- **NOW THEREFORE, BE IT ORDAINED**, by the City Council of the City of Apopka, Florida, as follows:
- **Section 1.** That the following lands, and graphically depicted by the attached Exhibit "A," shall be officially closed, discontinued, and vacated:

Legal Description:

The South 60.00 feet of the Northwest ¼ of the Southeast ¼ of Section 1, Township 21 South, Range 27 East, Orange County, Florida, less the East 746.00 feet thereof, also less, that portion lying West of the Northerly extension of the East line of the West 200.00 feet of the East ¾ of the Southwest ¼ of the Southeast ¼ of said Section 1.

- **Section II. NOTICE**. That notice of the adoption of this Ordinance be published and the Ordinance be filed with the Clerk of the Circuit Court of Orange County, Florida, and duly recorded among the Public Records of Orange County, Florida.
- **Section III. SEVERABILITY**. 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 IV. CONFLICT**. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

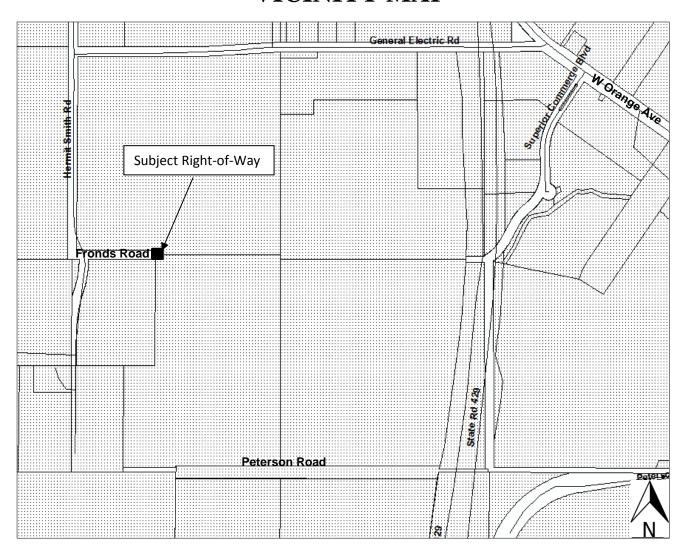
ORDINANCE NO. 2657 PAGE 2

Section V. EFFECTIVE DATE adoption.	. That this Ordinance shall ta	ke effect upon the date of
	READ FIRST TIME:	October 17, 2018
	READ SECOND TIME AND ADOPTED:	November 7, 2018
	Bryan Nelson, Mayor	
ATTEST:	, , , , , , , , , , , , , , , , , , ,	
Linda Goff, City Clerk		
APPROVED AS TO FORM:		
Clifford Shepard, Esq., City Attorney		
DULY ADVERTISED FOR PUBLIC HE	EARING: October 5, 2018; October 5, 2018	ctober 26, 2018

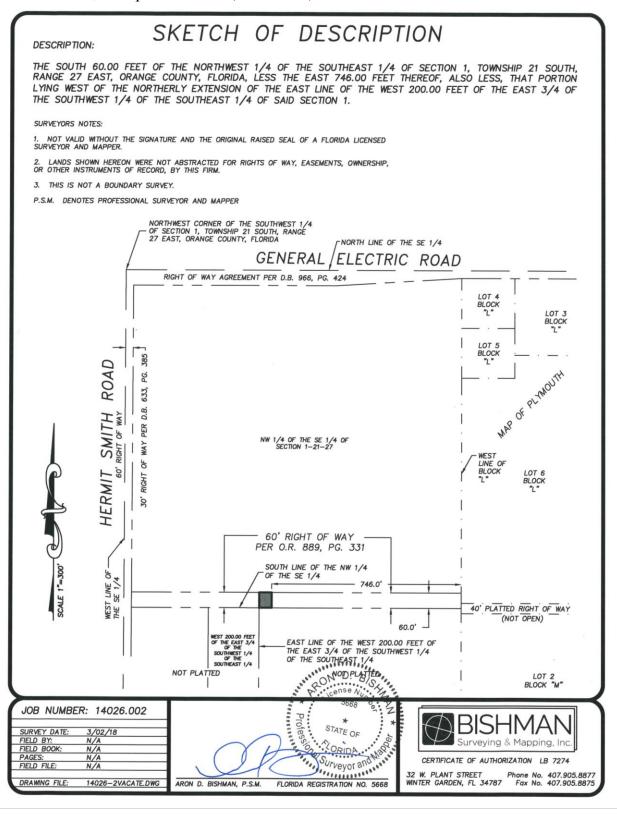
ORDINANCE NO. 2657 EXHIBIT "A"

City of Apopka Proposed Vacate of Right-of-Way Fronds Road

VICINITY MAP



Total Area: 3,067 square feet +/- (.07 acre +/-)





CITY OF APOPKA CITY COUNCIL

CONSENT AGENA

X PUBLIC HEARING

SPECIAL REPORTS

X OTHER: Vacate

MEETING OF: November 7, 2018

FROM: Community Development

EXHIBITS: Vicinity Map

Ordinance No. 2680 Utility Release Letters

Survey

CenturyLink Encroach. Agreement Property Owner Acceptance Letter

SUBJECT: ORDINANCE NO. 2680 – UTILITY EASEMENT VACATE – WILLIE

AND CYNTHIA MCINVALE – 1541 ISLAY COURT

REQUEST: SECOND READING OF ORDINANCE NO. 2680 - UTILITY

EASEMENT VACATE – WILLIE AND CYNTHIA MCINVALE – 1541

ISLAY COURT

SUMMARY:

OWNER/APPLICANT: Willie and Cynthia McInvale

LOCATION: 1541 Islay Ct.

LAND USE: Residential Low (0-5 du/ac)

ZONING: R-1AA

EXISTING USE: Single-Family Residence

AREA TO BE VACATED: 629.44 +/- Sq. Ft.

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Land Use	Zoning	Present Use
North - City	Residential Low (0-5 du/ac)	R-1AA	Single Family Residence
East - City	Residential Low (0-5 du/ac)	R-1AA	Single Family Residence
South - City	Residential Low (0-5 du/ac)	R-1AA	Single Family Residence
West - City	Residential Low (0-5 du/ac)	R-1AA	Single Family Residence

FUNDING SOURCE: N/A

DISTRIBUTION

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

CITY COUNCIL – NOVEMBER 7, 2018 WILLIE & CYNTHIA MCINVALE – UTILITY EASEMENT VACATE PAGE 2

ADDITIONAL COMMENTS: The applicants are seeking to vacate a portion of an existing 10-foot wide utility easement located along the rear property line to accommodate a swimming pool. The southern sixfeet of a portion of the 10-foot wide utility easement will be vacated as shown on the accompanying survey. A pool edge must be setback a minimum of five-feet from the rear property line.

Vacating this portion of the utility easement will not affect any abutting property owners.

The Development Review Committee, including the Public Services Department, has evaluated the site and has agreed to the vacate request. Additionally, all local utility providers have been contacted by the applicant and have provided the letters received from each utility provider indicating no objection to this vacate request.

PUBLIC HEARING SCHEDULE:

October 17, 2018 - City Council - 1st Reading November 7, 2018 - City Council - 2nd Reading

DULY ADVERTISED:

October 5, 2018 - Public Hearing Notice (Apopka Chief) October 26, 2018 - Public Hearing Notice (Apopka Chief)

RECOMMENDATION ACTION:

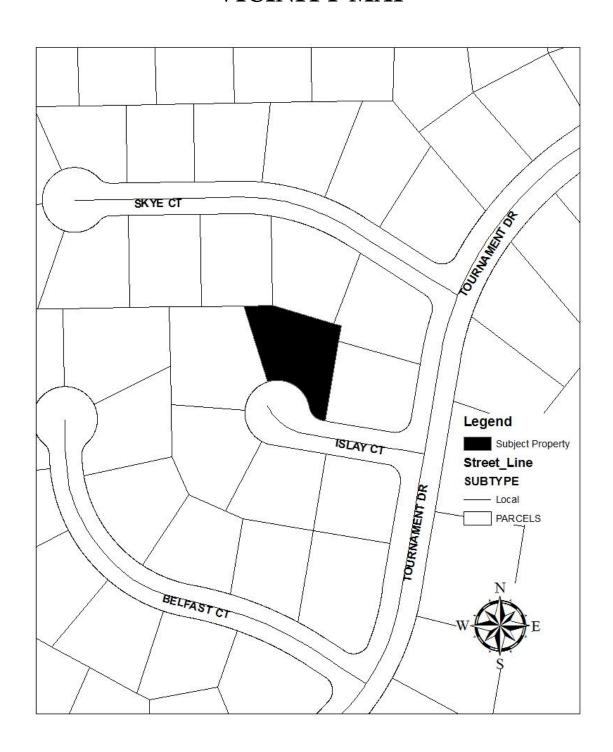
The **Development Review Committee** recommended approval of the request to vacate a portion of the existing drainage and utility easement as described in the legal description.

The **City Council**, at its meeting on October 17, 2018, accepted the First Reading of Ordinance No. 2680 and held it over for second reading on November 7, 2018.

Recommended Motion: Adopt Ordinance No. 2680

Willie and Cynthia McInvale Proposed Vacate of Existing Utility Easement 1541 Islay Ct. Parcel ID: 31-20-28-2521-00-850

VICINITY MAP



ORDINANCE NO. 2680

AN ORDINANCE OF THE CITY OF APOPKA, TO VACATE A PORTION OF THE EASEMENT AT THE REAR OF 1541 ISLAY COURT, LOCATED NORTH OF ISLAY COURT, WEST OF TOURNAMENT DRIVE; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to provisions of Florida Statutes, Section 336.10, a Petition has been filed by William and Cynthia McInvale, to vacate, abandon, discontinue, renounce and disclaim a portion of an existing utility easement located at 1541 Islay Court, as shown in Exhibit "A"; and

WHEREAS, CenturyLink (f/k/a Embarq), Progress Energy, Charter Spectrum Communications and Lake Apopka Natural Gas District have no objection to the abandonment of a portion of the existing utility easement; and

WHEREAS, the City Council has determined that under the proposed circumstances there exists no public need for this existing easement; and

WHEREAS, after public notice in accordance with Florida Statute 336.10, the City Council has determined that it is not contrary to public interest to vacate and abandon said existing easement.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section 1. That the following lands, and graphically depicted by the attached Exhibit "A," shall be officially closed, discontinued, and vacated:

Legal Description:

A PORTION OF THE SOUTHERLY 6 FEET OF A 10 FOOT UTILITY EASEMENT ALONG THE REAR OF LOT 85, ERROL ESTATE UNIT 4A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE(S) 88 AND 89, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE AFORESAID LOT 85; THENCE RUN N 70°58'02" W 5.04 FEET ALONG THE NORTHERN LINE OF SAID LOT 85; THENCE RUNS 11°43'46" W 4.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUES 11°43'46" W 6.05 FEET; THENCE RUN N 70°58'02" W 105.29 FEET PARALLEL TO THE SAID NORTHERN LINE OF 85; THENCE RUN N 19°01'58" E 6.00' FEET; THENCE RUNS 70°58'02" E 104.52 FEET PARALLEL TO THE SAID NORTHERN LINE OF 85 AND TO THE POINT OF BEGINNING.

Containing: Containing 629.44 square feet, more or less.

Section II. NOTICE. That notice of the adoption of this Ordinance be published and the Ordinance be filed with the Clerk of the Circuit Court of Orange County, Florida, and duly recorded among the Public Records of Orange County, Florida.

Section III. SEVERABILITY. 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 IV. CONFLICT. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section V. EFFECTIVE DATE. That this Ordinance shall take effect upon the date of adoption.

adoption.		
	READ FIRST TIME:	October 17, 2018
	READ SECOND TIME AND ADOPTED:	<u>November 7, 2018</u>
	Bryan Nelson, Mayor	
ATTEST:		
Linda Goff, City Clerk		
APPROVED AS TO FORM:		
Clifford Shepard, Esq., City Attorney		

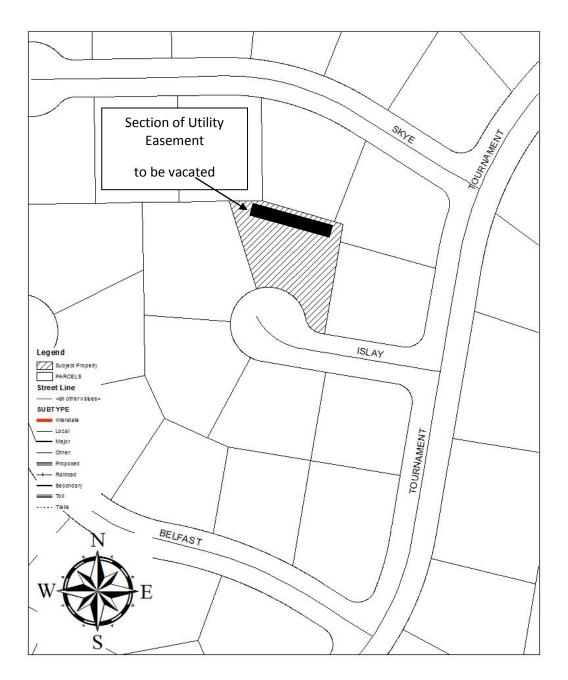
DULY ADVERTISED FOR PUBLIC HEARING: October 5, 2018; October 26, 2018

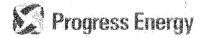
ORDINANCE NO. 2680 EXHIBIT "A"

William and Cynthia McInvale Proposed Vacate of Existing Utility Easement 1541 Islay Court Parcel ID: 31-20-28-2521-00-850

VICINITY MAP

(THIS IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)





WR#3532629

February 25, 2011

Gary A. Badzinski 1541 Islay Court Apopka, FL 32712

Subject: No Conflict Pool Letter for 1541 Islay Court, Apopka, FL 32712

Dear Mr. Gary Badzinski:

Thank you for contacting Progress Energy for a letter of no conflict regarding your pool construction.

NO CONFLICT: Progress Energy has reviewed our existing facilities at the above referenced address and has found no apparent conflict at the proposed pool location. According to the drawing(s) you have provided Progress Energy has no objection to the proposed construction.

Note: Florida law requires excavators to dial **Sunshine State One Call of Florida at 811** to locate existing underground utilities prior to digging to avoid personal injury and damage to equipment.

Sincerely,

Sandy Watson

Distribution Design Specialist



August 8, 2018

CONFLICT REVIEW LETTER

Cynthia and Willie McInvale 1451 Islay Ct. Apopka, Florida 32712

SUBJECT: Encroachment of existing pool and retaining wall 1541 Islay Ct.

Dear Mr. and Mrs. McInvale,

Please be advised that Embarq Florida, Inc., D/B/A Centurylink has no objection to the existing encroachment of a pool and retaining wall depicted on the attached exhibit and within the 10' wide Utility Easement, along the rear lot line of Lot 85, according to *Errol Estate Unit 4A* Plat as recorded in Plat Book 7, Pages 88-89, Orange County Florida Public Records.

Embarq Florida, Inc., D/B/A Centurylink is not able to approve a vacation of the above described 10' wide Utility Easement due to the existence of buried cable within above described 10' wide Utility Easement.

This approval neither subordinates nor relinquishes any damage or relocation costs (if any) incurred by Embarq Florida, Inc., D/B/A Centurylink, resulting from this placement and will be billed to the responsible party. Contact Sunshine State One Call of Florida at 811 to locate existing underground utilities prior to digging.

Should there be any questions or concerns, please contact me at 318-330-6894 or by email at michael.pietlukiewicz@centurylink.com.

Sincerely,

EMBARQ FLORIDA, INC., D/B/A CENTURYLINK

Michael Pietlukiewicz

11111 Dorsett Rd.

2nd Floor

Maryland Heights, MO 63043

Michael Pietlukiewicz

Construction Department 3767 All American Blvd Orlundo Fl. 32810



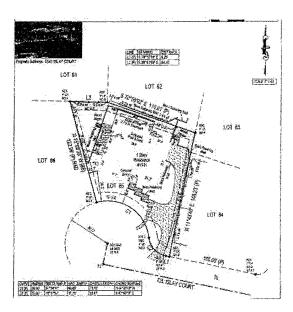
July 10, 2018

Bill McInvale 1541 Islay Ct Apopka, Fl. 32712

Re: Request for encroachment 1541 Islay Ct

Dear Mr. McInvale:

Spectrum currently uses the existing rear 10ft and 5ft side utility easement, Charter Spectrum has reviewed your request to no objection to the encroachment to the rear and side easements as shown in this drawing below.



If you need and additional information, please contact me at my office 407-532-8511.

Sincerely,
Tracey Domostoy
Tracey Domostoy
Construction Supervisor
Charter- Spectrum

Cc: E-mailed. bmcinvale@cfl.rr.com



1320 Winter Garderi-Vineiand Rd. Winter Garden, Floridio 34787 P: 407.656.2734 F: 407.656.9371 www.langcl.org

June 20, 2018

Bill McInvale 1541 Islay Ct. Apopka, FL 32712

Re:

No Conflict Letter

Address: 1541 Islay Ct.

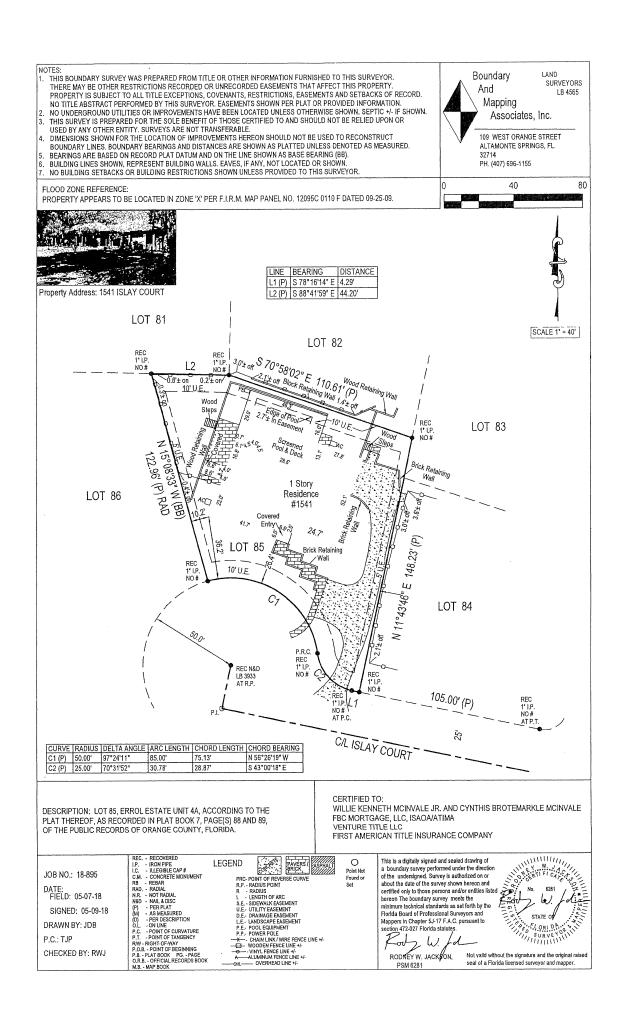
City:

Apopka, FL 32712

NO CONFLICT: Lake Apopka Natural Gas District has reviewed our existing facilities at the above referenced address and has found no existing facilities within the described location. Lake Apopka Natural Gas District does not object to the application request to vacate.

Gas Construction Specialist

381



10/16/2018



Bill McInvale 1541 Islay Court Apopka, FL 32712

SUBJECT: 10.00' Utility Easement Encroachment, 1541 Islay Ct.

APN: 312028252100850

Mr. McInvale:

CenturyLink has reviewed your Request to Proceed with Improvements as shown on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference, within the Easement Tract and has no objections providing, however, the following terms and conditions are agreed to, and met, by Bill McInvale, his contractors, representatives, employees, assigns, and/or future property owners (collectively "Property Owner"):

- 1. A minimum of 3 feet of cover above CenturyLink facilities is maintained at all times and the final grade provides for no less then said 3 feet of cover.
- 2. If any CenturyLink facilities are damaged or require relocation as a result of said Improvements, or the act of installing, maintaining or removing said Improvements, Property Owner agrees to bear the cost of repair and/or relocation of said CenturyLink facilities. Repairs and relocations will be performed under the guidelines of CenturyLink, all regulating entities, and the supervision of a CenturyLink Inspector.
- 3. No buildings or structures are to be placed within the Easement Tract other than those shown on Exhibit "A". Any future encroachment will require a separate agreement.

The act of proceeding with work of any type within the Easement Tract or, if the structure is existing as of the date of this letter, the act of not immediately removing the structure from the Easement Tract, constitutes Property Owner's acceptance of the above terms and Property Owner agrees to be bound by said terms.

It is the intent and understanding of CenturyLink that this action shall not reduce our rights to any existing easement or rights we have on this site or in the area.

The acceptance of the hereinabove terms and conditions shall "run with the land" and be enforceable upon the property owner of record at the time of any damage or required relocation of CenturyLink facilities due to the encroachment as shown on Exhibit A or any breach of these terms and conditions.

If you have any questions or would like to discuss this action further, please contact Tommy Sassone at Thomas.Sassone@CenturyLink.com.

Sincerely yours,

Tommy Sassone

Network Infrastructure Services

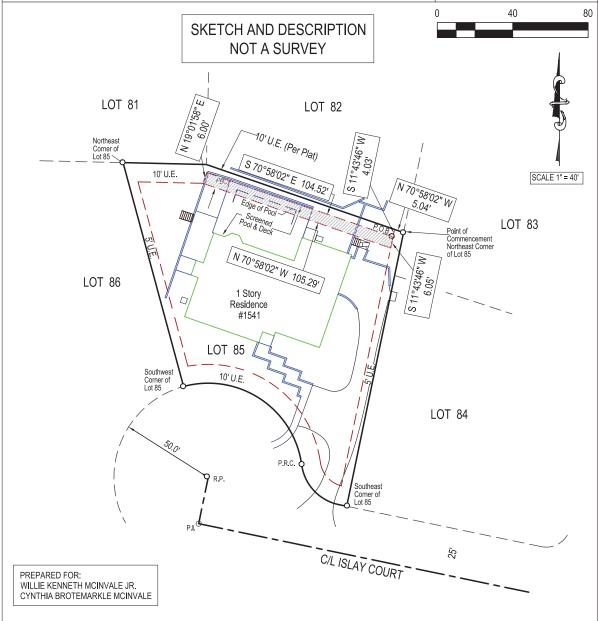
CenturyLink

- THIS SKETCH AND DESCRIPTION WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT OR PROVIDED INFORMATION.
- NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR
- USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.

 DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT

 BOUNDARY LINES. BOUNDARY BEARINGS AND DISTANCES ARE SHOWN AS PLATTED UNLESS DENOTED AS MEASURED.
- BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB), BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
- NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.





DESCRIPTION: (PROPOSED PORTION OF EASEMENT TO BE VACATED)

A PORTION OF THE SOUTHERLY 6 FEET OF A 10 FOOT UTILITY EASEMENT ALONG THE REAR OF LOT 85, ERROL ESTATE UNIT 4A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE(S) 88 AND 89, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE AFORESAID LOT 85; THENCE RUN N 70°58'02" W 5.04 FEET ALONG THE NORTHERN LINE OF SAID LOT 85; THENCE RUN S 11°43'46" W 4.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 11°43'46" W 6.05 FEET; THENCE RUN N 70°58'02" W 105.29 FEET PARALLEL TO THE SAID NORTHERN LINE OF 85; THENCE RUN N 19°01'58" E 6.00' FEET; THENCE RUN S 70°58'02" E 104.52 FEET PARALLEL TO THE SAID NORTHERN LINE OF 85 AND TO

(CONTAINING 629.44 SQUARE FEET MORE OR LESS)

JOB NO.: 18-895 Easement DATE: OFFICE: 09-10-18 REC. RECOVERED
LC. . LLEGIBLE CAP #
LC. . . CONCRETE MONUMENT
RB - REBAR
LAD. . RADIAL
N.R. . NOT RADIAL
P.C. . POINT OF CAPATICE
P. . POINT OF TANGENCY
RW . RICHT-DF-WAY
P.D.B. . POINT OF BEGINNING
P.B. . PLAT BOOK
N.R. . OFFICIAL RECORDS BOOK
M.B. . MAP BOOK

PRC-POINT OF REVERSE CURVE R.P. - RADIUS POINT

PAVERS / BRICK

PROPOSED PORTION OF UTILITY EASEMENT TO BE VACATED

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and

Mappers in Chapter 5J-17 F.A.C. pursuant to section 472-027 Florida statutes. -01

RODNEY W. JACKSON,

No. 6281 STATE OF FL ORI DA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Willie (Bill) Kenneth McInvale, Jr. 1541 Islay Court Apopka, FL 32712 407-413-4748

October 17, 2018

City of Apopka Community Development Department Planning and Zoning Division 120 East Main Street, 2nd Floor Apopka, FL 32703

Attention: Mr. Phil Martinez

RE: Application for Vacating Easement

Dear Mr. Martinez,

Please accept this letter as notification of my acceptance of and agreement to the terms and conditions presented in the Utility Easement Encroachment Letter regarding the above address from Tommy Sassone, Network Infrastructure Services, CenturyLink, dated October 16, 2018.

Thank you for your continued cooperation and understanding in this matter. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Willis termeth M



CITY OF APOPKA CITY COUNCIL

___ CONSENT AGENDA MEETING OF: November 7, 2018
___ PUBLIC HEARING FROM: Finance Department

SPECIAL REPORTS EXHIBITS: Exhibit A

X OTHER: Resolution No. 2018-23

SUBJECT: RESOLUTION NO. 2018 - 23 – AMENDING THE BUDGET FOR THE FISCAL

YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018

REQUEST: REQUEST COUNCIL ADOPT RESOLUTION NO. 2018-23 TOTALING \$488,261.20

SUMMARY:

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 appropriations for the Splash Pad at Kit Land Nelson Park. These appropriations should have been carried forward from fiscal year 2017.

FUNDING SOURCE:

FY 2017 - 2018 Budget Amendment for the Splash Pad project will be funded from carry forward reserves.

RECOMMENDATION ACTION:

Adopt Resolution No. 2018-23

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief

EXHIBIT A CITY OF APOPKA BUDGET AMENDMENT Wednesday, November 07, 2018

Date :		Date Entered:	
Prepared by:		Entered By:	
Approved by:		Batch #:	
Entry Code:		Posted By:	
ACCOUNT NUMBER	J/E DESCRIPTION	ТО	FROM
104-389-0009	CARRY-OVER APPROPRATIONS(BUDGET)		488,261.20
104-3614-572-63000	IMPROVEMENTS OTHER THAN BLDGS.	488,261.20	
THE SPLASH PAD BU	DGET WAS NOT CARRIED FORWARD FROM FY 2017 INTO FY 2018.		
	TOTAL	488,261.20	488,261.20
COMMENTS:	RESOLUTION 2018-23		

RESOLUTION NO. 2018-23

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 \$488,261.20 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 7TH DAY OF November, 2018

	CITY OF APOPKA, FLORIDA
	BRYAN NELSON, MAYOR
ATTEST:	
CLICAN M DONE DEDITY CITY CLEDY	



CITY OF APOPKA CITY COUNCIL

___ CONSENT AGENDA MEETING OF: November 7, 2018
___ PUBLIC HEARING FROM: Finance Department

___ SPECIAL REPORTS EXHIBITS: Exhibit A X OTHER: Resolution No. 2018-24

SUBJECT: RESOLUTION NO. 2018 - 24 – AMENDING THE BUDGET FOR THE FISCAL

YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019

REQUEST: REQUEST COUNCIL ADOPT RESOLUTION NO. 2018-24 TOTALING \$275,100.00

SUMMARY:

On September 19, 2018, by Resolution No. 2018-19 the City Council adopted the final budgets for fiscal year 2018/2019. 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 appropriations for the rent, improvements to the space and the relocation of the tenants for the UCF Incubator; emergency repairs for the pressure–sustaining valve at the North Shore Reuse Water Pump Station; and Fire donations.

FUNDING SOURCE:

FY 2018 - 2019 Budget Amendment includes funding from general reserves for the UCF Incubator approved by council on September 5, 2018 and previous year remaining balance of fire donations earmarked in reserves for the fire donations. These donations were already accounted for separately. The valve repair is being funded from the utility (401) fund reserves.

RECOMMENDATION ACTION:

Adopt Resolution No. 2018-24

DISTRIBUTION

Mayor NelsonFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief

EXHIBIT A CITY OF APOPKA BUDGET AMENDMENT Wednesday, November 07, 2018

Date :		Date Entered:	
Prepared by:			
Approved by:			
Entry Code:		Posted By:	
	_	-	
ACCOUNT NUMBER	J/E DESCRIPTION	TO	FROM
001-389-0010	FUNDING FROM RESERVES		230,000.00
001-4020-515-3400	OTHER CONTRACTUAL SERVICES	221,000.00	
001-4020-515-4400	RENTALS AND LEASES	9,000.00	
HOSPITAL WHICH WA	RIATIONS FOR THE UCF INCUBATOR RELOCATION TO THAS APPROVED ON SEPTEMBER 5, 2018. THIS FUNDING A S NOT OWNED BY THE CITY), AND RELOCATION FUNDS.		
ACCOUNT NUMBER	J/E DESCRIPTION	ТО	FROM
401-389-0000	FUNDING FROM RESERVES	10	30.000.00
401-3191-535-4600	REPAIR & MAINTBLDG & EQUIPMENT	30,000.00	30,000.00
401-3131-333 4000	NEFAIN & MAINTDEDO & EQUIT MENT	00,000.00	
 	+	+	
	+	+	
	+	+	
		L	
	S AND APPROPRIATIONS FOR EMERGENCY REPAIRS OF REUSE WATER PUMP STATION. APPROVAL WAS GIVEN (
ACCOUNT ALLIMOTE	VE DECORIDATION		EDOM
ACCOUNT NUMBER		ТО	FROM
401-389-0000	FUNDING FROM RESERVES	12 100 00	15,100.00
001-2110-522-8201	FIRE CHIEF DONATION EXPENSE	12,100.00	
001-2110-522-8202	FIRE CPR DONATION EXPENSE	3,000.00	
	<u> </u>	+	
<u> </u>	 		
	RIATION FROM PREVIOUS YEARS REMAINING BALANCE FED RESERVES FOR ALLOWABLE SPENDING ONLY FOR		IONEY IS
		TOTAL 275,100.00	275,100.00
COMMENTS	: RESOLUTION 2018-24		

RESOLUTION NO. 2018-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2018/2019 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 2018/2019 through resolution on September 19, 2018.

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 2018/2019 is hereby amended as indicated in Exhibit A – with an amendment totaling \$275,100 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 7TH DAY OF November, 2018

	CITY OF APOPKA, FLORIDA
	BRYAN NELSON, MAYOR
ATTEST:	
SUSAN M. BONE, DEPUTY CITY CLERK	

Brian Forman

Brian Forman has 22 years of professional experience, including 10 years of experience as a municipal Recreation Director. Brian earned a Bachelor's Degree in Recreation Administration from York College of Pennsylvania, and a Master's Degree in Physical Education and Athletics Administration from Ball State University. He is a Certified Parks and Recreation Professional. Brian spent the first 17 years of his career in Connecticut before serving as Apopka's Recreation Operations and Maintenance Manager from 2013-2014. Brian accepted a Recreation Director position in Pennsylvania in 2014 where he opened an \$11-million-dollar member-based Community and Recreation Center, then he returned to the area in 2016. He has served as the Director of Parks and Recreation in Bartow, FL since 2016, leading a department that includes 29 full-time employees and a budget over \$3 million. Brian's background includes coaching and officiating baseball, basketball and soccer on the high school and collegiate levels, as well as 30 years of experience in youth summer camp. Brian has a history of increasing programs and revenue while enhancing facilities in a fiscally efficient manner. He resides in Winter Garden with his wife and 2 daughters.

BRIAN FORMAN

PROFESSIONAL PROFILE:

Experienced leader. Creates team environment. Motivates staff to be the best we can be. Goal oriented professional. Always looking to improve. Dedicated to providing the best services and facilities possible. Proven relationship builder with community organizations and businesses.

SUMMARY OF ACCOMPLISHMENTS:

- 22 years Professional Experience, including 10 years Director Experience
- Major Facility Construction Projects: \$11 million Community and Recreation Center and \$15 million facility expansion and renovation project
- Facility Development and Management: Athletic Complexes, Parks, Aquatics, Community Centers, Cemeteries, Camps
- Created Long Term Plans
- Developed and Managed Budgets up to \$3.4 million
- Created Sponsorship Agreements and Community Partnerships
- Fiscally Efficient: Routinely found ways to reduce expenses
- Increased Programs Offered, Participation in Existing Programs, Revenue
- Worked with Boards/Committees
- Experienced Making Public Presentations

PROFESSIONAL WORK EXPERIENCES:

Parks and Recreation Director, City of Bartow, 2016 - Present

Supervise 29 FT staff with 7 direct reports and a budget over \$3 million. Manage 14 parks, 19 fields, 3 community centers, 3 cemeteries, pool, right of ways. Increased number of programs offered and participation in existing programs, including tripling Blarney Triathlon registrations. Improved marketing and promotions strategies through increased and updated on-line presence, new recreation software and additional means of promotion. Developed positive community relationships with local clubs and organizations. Updated the 5 year plan. Project Manager and Administrator for completed CDBG Grant Project adding a community garden, sport court, event space and safety equipment. Pre-planning for Parks Master Plan.

Recreation Director, Montgomery Township, 2014 - 2016

Opened new \$11 million Community and Recreation Center. Developed all policies, procedures and fees. Created staff structure and first facility operating budget of \$1 million. Dramatically increased programming and services to the community in areas such as; art, toddler programs, youth birthday parties, youth sports, adult sports, fitness, senior programs, trips, events, rentals. Developed comprehensive marketing plans. Made public presentations.

BRIAN FORMAN

Recreation Operations Manager, City of Apopka, 2013 – 2014

Supervised 20 FT staff with 8 direct reports and a budget over \$2.5 million. Managed 180 acre, 28 field athletic complex and amphitheater, 2 community centers. Improved quality of fields and facilities through proper planning and keeping staff accountable. Developed policies and programs. Managed staff and facilities for Old Florida Outdoor Festival. Worked with community organizations. Created programs and events.

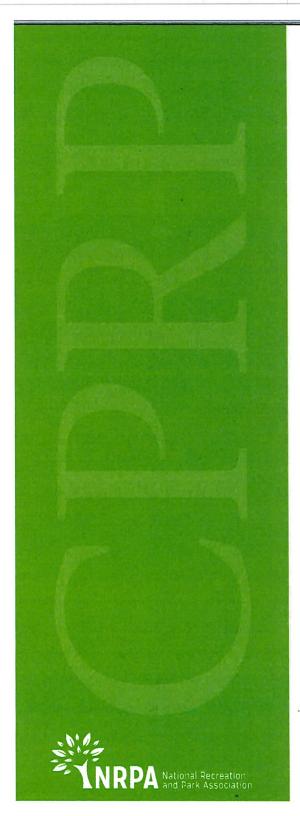
Parks and Recreation Director, Town of Plymouth, 2008 - 2013

Created new programs, such as Summer Youth Rec, Outdoor Family Movie Night and more. Increased overall program participation by over 100%. Doubled program revenue. Managed revolving program income fund in addition to the general fund. Reduced expenses by 10%. Developed and expanded partnerships with Healthtrax Fitness and Wellness Center, Pequabuck Golf Club, D'Amato's Martial Arts, the Board of Education and others. Managed parks, lakes, fields.

Recreation and Wellness Assistant Director, Mandell JCC, 1996 – 2007
Assisted in managing 12 FT staff and a department budget of \$2 million. Created Sponsor Agreements with Coca Cola, Morgan Stanley and many local businesses. Oversaw gymnasium, fitness center, indoor aquatics center, camp, swim and tennis club. Created programs like All Star Sports Jams, Adult Softball, Adult Volleyball, Youth Soccer, Youth Floor Hockey, Youth Fitness Training. Created and Directed events for Single Adults. Directly involved in planning and executing \$15 million expansion and renovation of primary facility. Served as Assistant Camp Director for traditional day/overnight camp with over 250 participants and 70 staff. Scheduled facilities.

EDUCATION & CERTIFICATION:

Master of Arts: Administration in Phys Ed and Athletics, Ball State University Bachelor of Science: Recreation Administration, York College of Pennsylvania Certified Parks and Recreation Professional



National Recreation and Park Association

Let it be known that

Brian Forman

has met the requirements of the standards set forth by the National Certification Board and is hereby granted certification as a

Certified Park and Recreation Professional

Muchal Ame Lond

Barbara Piclipine

NRPA PRESIDENT AND CEO



3/2/2017

DATE CERTIFIED

10358763

CERTIFICATION NUMBER

3/1/2019

EXPIRATION DATE

395

CITY OF APOPKA

ORDINANCE NO. 2612

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA; AMENDING CERTAIN SECTIONS OF CHAPTER 6, "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, PROVIDING FOR CITY ADMINISTRATOR APPROVAL OF CONSUMPTION OF ALCOHOLIC BEVERAGES FOR **EVENTS** PROPERTY WHERE A LEASE OR RENTAL AGREEMENT HAS BEEN AUTHORIZED BY CITY COUNCIL FOR SUCH PROPERTY; AMENDING DISTANCE RESTRICTIONS ON THE SALE OF ALCOHOLIC BEVERAGES IN PROXIMITY TO SCHOOLS; ELIMINATING DISTANCE REQUIREMENTS ON THE SALE OF ALCOHOLIC BEVERAGES IN PROXIMITY TO GOVERNMENT BUILDINGS AND CHURCHES; ELIMINATING DISTANCE RESTRICTIONS BETWEEN ESTABLISHMENTS FOR THE SALE OF ALCOHOLIC BEVERAGES; PROVIDING FOR LOCATION OF SALES ON CITY-OWNED PROPERTY; AMENDING RESTRICTIONS REGARDING THE HOURS THAT ALCOHOLIC BEVERAGES CAN BE SOLD; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 166.021(3), Florida Statutes, provides, in pertinent part, that "[t]he Legislature recognizes that pursuant to the grant of powers set forth in Section 2(b), Art. VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the state legislature may act" except for certain very limited matters; and

WHEREAS, Chapter 6, City of Apopka Code of Ordinances, Florida, regulates the sale and consumption of alcoholic beverages; and

WHEREAS, the City Council of the City of Apopka, Florida, wishes to amend restrictions on the sale and consumption of alcoholic beverages within the City in accordance with the requirements of this ordinance; and

WHEREAS, the City of Apopka wishes to conform the requirements regarding the hours that alcoholic beverages may be sold with the requirements of Orange County, Florida; and

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the continued protection of the health, safety, and welfare of its citizens requires that Chapter 6, of the Apopka Code of Ordinances be amended accordingly.

LESIGLATIVE UNDERSCORING: <u>Underlined words</u> constitute additions to the City of Apopka Code of Ordinances, strikethrough constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

SECTION 1. Chapter 6, Alcoholic Beverages of the Code of Ordinances of the City of Apopka, Florida, is hereby amended as follows:

Sec. 6-2. - Definitions.

Restaurant means a business advertised and held out to the public to be a place where full-course meals are prepared, in a full service kitchen with a commercial stove, refrigerator and oven, and served on a regular basis from a prepared menu., which facility provides seating for at least 25 patrons with standard height dining room tables or booths of adequate size to accommodate the service of full-course meals in accordance with the number of chairs found at the table, with such seating exclusive of seating at bars, counters or cocktail tables. The primary operation of the restaurant shall be for the serving of full-course meals. As required in the state alcoholic beverage and eigarette laws, a-A restaurant must derive at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages. Records provided to the state-shall be provided to the city, upon written request, for determination of percentage requirements. No person shall attempt to circumvent the intent of this subsection by an artifice or scheme, such as the serving of stock meals. The term "stock meals" as used in this subsection, includes but is not limited to the serving of cold plates, snacks, hors d'oeuvres, microwave oven heated foods or previously prepared sandwiches.

School means a facility used for education or instruction in any branch of knowledge, public or private elementary, middle and or high schools, colleges, community colleges and universities. The term "school" shall also include properly licensed day nurseries and other child care centers.

Sec. 6-3. Possession or consumption in public place.

- (a) Prohibition and exceptions.
 - (1) It is unlawful for any person to use, possess, consume, or carry in any cup, glass, can, or other open or unsealed container, any alcoholic beverage or any mixture containing an alcoholic beverage in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys, within the Municipal Corporate Limits of the City of Apopka Florida except as otherwise permitted under section 6-3(a)(4), or 6-3(a)(5), or 6-3)a(6).

(2) It is unlawful for any person to consume alcoholic beverages or carry in any cup, glass, can or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage in or upon any parking area open to public use or in or upon any private property without the consent of the owner, tenant or other person lawfully in possession of said property except as otherwise permitted under section 6-3(a)(4), or 6-3(a)(5), or 6-3)a(6).

- (4) The City Council may permit consumption and carrying of alcoholic beverages on streets, sidewalks alleys and right-of-way within the Municipal Corporate Limits of the City of Apopka, Florida and\or on city-owned property subject to such terms and conditions as the City Council may impose for the protection of the public health, safety and welfare through approval of a special event permit, use agreement, or other official action.
- (5) The City Administrator may permit alcohol consumption by official action for events on city-owned property where a lease or rental agreement has been authorized by city council for such property, and alcoholic beverage sales and/or service takes place subject to such terms and conditions as the city administrator or his/her designee may impose for the protection of the public health, safety, and welfare and all other requirements of law.
- (5) (6) Any individual, corporation, association or organization which has received permission from the City Council to engage in a public or private event is further authorized to provide alcoholic beverages for consumption at the particular event or program, given such authorization is expressly approved by the City Council pursuant to the requirements of this Section and subject to-all other requirements of law through the approval of special event permit, use agreement, or other official action.

Sec. 6-7. - Location of sales.

- (a) Location restrictions for sale of alcoholic beverages are as follows:
 - (1) The provisions of this subsection (a) shall not apply to supermarkets, convenience stores, drugstores or similar establishments which sell alcoholic beverages in house or as an accessory use, in sealed containers, for consumption off the premises.
 - (2) No person shall sell any intoxicating beverage within 750 feet of any established church, school, government property or building, or public park.
 - a. This subsection 6-7(a)(2) shall not apply to:
 - 1. City-owned property for which a lease or rental agreement has been authorized by city council, and alcoholic beverage sales take place subject to such terms and conditions as the city council may impose for the protection of the public health, safety and subject to all other requirements of law.

- 2. A special event permit or other similar official action approved by city council for an event or program on streets, sidewalks, alleys and right-of-way within the municipal corporate limits of the City of Apopka, Florida and/or on city-owned property subject to such terms and conditions as the city council may impose for the protection of the public health, safety and welfare.
- (3) Bars and lounges and any establishment for consumption on the premises or package stores licensed by the city, county or state must be at least 750 feet apart. This subsection does not govern restaurants serving the public with a full service kitchen providing full-course meals. This subsection shall not apply if one or both of the two establishments is:
 - a. An establishment incidental to and within a portion of a building used for a bona fide restaurant.
 - b. An establishment incidental to and within a building used as a hotel or motel with at least 50 rental sleeping rooms. Such incidental use must follow the restaurant requirements as defined in section 6-1.
 - c. An establishment incidental to and within a bona fide nonprofit private club where only members and their guests are served or sold alcoholic beverages.
- (4) If the proposed establishment is to be located within a shopping center or group of commercial stores within a single structure, the required distances shall be measured from the primary entrance of that proposed establishment rather than the nearest wall of the building or structure in which alcoholic beverages are to be sold or consumed.
- (5) The distance between establishments for the sale or consumption of alcoholic beverages and churches, schools, government property or buildings and public parks, regardless of jurisdictional boundaries, shall be determined with a certified survey from a land surveyor registered in the state. The survey shall be provided by the applicant when distance clarification is required, at the discretion of the community development department. The survey shall indicate the distance between any such uses or properties. The survey shall indicate the shortest distance, as measured by following a straight line from the nearest property line in which the alcoholic beverages are sold or consumed to the nearest point of the other property line or other use. In cases where there are no churches, schools, public property or public parks or existing alcoholic beverage establishments within 750 feet, the survey shall so certify.
- (b) In order to qualify for the exemptions and modifications provided for separation of alcoholic beverage establishments in subsection (a) of this section, the establishments in hotels or motels, restaurants, nonprofit private clubs and commercial amusements shall not display any bar, cocktail, beer, wine, liquor or similar alcoholic beverage sign visible from any exterior areas or interior areas within five feet of any windows or doors which are visible from the exterior of the building.
- (c) Where an establishment for the sale or consumption of alcoholic beverages is located in conformity with the provisions of this section, the subsequent location of a church, school, government property or public park in the proximity of such existing establishment shall not be construed to cause such establishment to be in violation of this chapter, provided the establishment maintains a current occupational license.

- (a) No person shall sell any alcoholic beverage within 500 feet of any established school, which distance shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of such place of business to the nearest point of the school grounds in use as part of the school facilities.
- (b) Where an establishment for the sale or consumption of alcoholic beverages is located in conformity with subsection (a), the subsequent location of a school, in the proximity of such existing establishment shall not be construed to cause such establishment to be in violation of this chapter, provided the establishment maintains a current occupational license.

(c) The restrictions of subsection (a) shall not apply to:

(1) Supermarkets, convenience stores, drugstores or similar establishments which sell alcoholic beverages in-house or as an accessory use, in sealed containers, for consumption off the premises.

(2) Bars and Lounges which:

- i. <u>limit the sale of alcoholic beverages to wine and/or beer only in accordance with a license issued by the Florida Division of Alcoholic Beverages and Tobacco where wine and/or beer is served only on the premises and/or sold only in sealed containers for consumption off the premises; and</u>
- are located within both a) the Community Redevelopment Area of the Apopka Community Redevelopment Agency as designated by the Community Redevelopment Plan and b) the Downtown Development Overlay District. The Community Redevelopment Area and Downtown Development Overlay District share the common area herein described as those lands within the following boundaries: Highland Avenue to Sheeler Avenue and 10th Street to 1st Street.

(3) Restaurants which:

- i. <u>limit the sale of alcoholic beverages to wine and/or beer only in accordance with a license issued by the Florida Division of Alcoholic Beverages and Tobacco where wine and/or beer is served only on the premises and/or sold only in sealed containers for consumption off the premises; and</u>
- ii. are located within both a) the Community Redevelopment Area of the Apopka Community Redevelopment Agency as designated by the Community Redevelopment Plan and b) the Downtown Development Overlay District. The Community Redevelopment Area and Downtown Development Overlay District share the common area herein described as those lands within the following boundaries: Highland Avenue to Sheeler Avenue and 10th Street to 1st Street.

- (4) Non-profit private clubs are that located within both a) the Community Redevelopment Area of the Apopka Community Redevelopment Agency as designated by the Community Redevelopment Plan and b) the Downtown Development Overlay District. The Community Redevelopment Area and Downtown Development Overlay District share the common area herein described as those lands within the following boundaries: Highland Avenue to Sheeler Avenue and 10th Street to 1st Street.
- (5) City-owned property for which a lease or rental agreement has been authorized by city council, and alcoholic beverage sales and/or service takes place subject to such terms and conditions as the city administrator or his/her designee may impose for the protection of the public health, safety and subject to all other requirements of law.
- (6) A special event permit, use agreement, or other similar official action approved by the City for an event on streets, sidewalks, alleys and right-of-way, and/or city property within the municipal corporate limits of the City of Apopka, Florida subject to such terms and conditions as the city council may impose for the protection of the public health, safety and welfare.

Sec. 6-8. - Existing establishments.

- (a) The provisions of this chapter shall not be construed to be retroactive, and any existing establishment for the sale of alcoholic beverages which conforms to the regulations in effect when such establishment was established shall not be rendered illegal or in violation through the adoption of these regulations. If any nonconforming or grandfathered use ceases operation, for any reason, for a period of more than 180 days, the nonconforming or grandfathered use shall be deemed abandoned and shall not thereafter be permitted to continue.
- (b) As of the adoption of the ordinance from which this chapter is derived, existing establishments for off premises sales or on-premises consumption for restaurants that are conforming uses which sell alcoholic beverages, and subsequently close, may reopen within a 24-month period, regardless if another new establishment opens within 750 feet, according to this chapter. An extension beyond the initial 24 months may only be applied for, in writing, to the city council, prior to the expiration of the 24-month period.

Sec. 6-9. - Hours of sale; closing hours.

- (a) On-premises; hours of operation.
 - (1) Alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed, in any place holding a license under the Division of Alcoholic Beverages and Tobacco, State Department of Business and Professional Regulations, which license permits the consumption of beverages on the premises of the licensee, only between the hours of 9:00 a.m. and 12:00 a.m. (midnight) each day of the week except Sunday whereas the hours shall be 12:00 p. m. (noon) through 12:00 a.m. (midnight) alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding a license under the Division of Alcoholic Beverages and Tobacco State

Department of Business and Professional Regulation which license permits the consumption of alcoholic beverages on the premises of the licensee, between the hours of 9:00 a.m. on December 31 and such hours of operation to sell alcoholic beverages by any establishment licensed to sell alcoholic beverages, are extended from 12:00 a.m. (midnight) to 3:00 a.m. of the following day.

(2) Any established and open business annexed into the city after the effective date of this ordinance may continue to operate under the rules and ordinances in place under the jurisdiction annexed from until such time the business use is changed, sold, or transferred.

(b) Package sale, off premises.

- (1) Alcoholic beverages may be sold in any place holding a license under the Division of Beverage and Tobacco State Department of Business Regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee only between the hours of 9:00 a.m. and 12:00 a.m. (midnight) of the following day, each day of the week, except Sunday whereas the hours shall be 12:00 p. m. (noon) through 12:00 a.m. (midnight). Alcoholic beverages may be sold in any place holding a license under the Division of Beverage, State Department of Business Regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee between the hours of 9:00 a.m. on December 31, and such hours of operation to sell alcoholic beverages by any establishment licensed to sell alcoholic beverages, are extended from 12:00 a.m. (midnight) to 3:00 a.m. of the following day:
- (2) Any established and open business annexed into the city after the effective date of this ordinance may continue to operate under the rules and ordinances in place under the jurisdiction annexed from until such time the business use is changed, sold, or transferred.

(a) On-premises; catered events; hours of operation.

- (1) Except as provided by subsections 6-9(a)(1)(i-iv) below, alcoholic beverages may be sold, consumed, served or permitted to be served or consumed, in any place holding a license issued by the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation, which license permits the consumption of alcoholic beverages on the premises of the licensee, only between the hours of 11:00 a.m. and 2:00 a.m. of the following day, each day of the week, except that alcoholic beverages may be sold, consumed, served or permitted to be served or consumed, in any place holding such a license, between the hours of 11:00 a.m. on December 31, and 3 a.m. of the following day.
 - (i) At any golf course holding a license, the hours of sale, consumption or service may begin at 7:00 a.m. and end at sundown of the same day.
 - At any private function at a banquet hall or convention facility holding a license, the hours of sale, consumption or service may begin at 7:00 a.m. and end at 3:00 a.m. of the following day, provided the hall or facility has a minimum square footage of ten thousand (10,000) square feet available for the private function.

- (iii) At any hotel or motel (as the terms are defined by state statute) holding a license, the hours of sale, consumption or service may begin at 7:00 a.m. and end at 2:00 a.m. of the following day, except that at any private guest room the hours of sale or service may end at 3:00 a.m. of the following day.
- (iv) At any restaurant the hours of sale, consumption or service may begin at 7:00 a.m. and end at 2:00 a.m. of the following day.
- (2) Alcoholic beverages may be sold or served at a catered event by a caterer licensed by the Division of Alcoholic Beverages and Tobacco and the Division of Hotels and Restaurants, only between the hours of 9:00 a.m. and 2:00 a.m. of the following day.
- on the vendor's licensed premises and whose principal business is the sale of alcoholic beverages and for those licensed under the Beverage Law as caterers, the "hours of operation" or "hours of business" at a premises shall be restricted to the hours of sale, consumption or service set forth in subsections 4-3(a) and (b) above.

(b) Package sale, off-premises.

Alcoholic beverages may be sold in any place holding a license under the division of beverage, state department of business regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee, only between the hours of 7:00 a.m. and 2:00 a.m. of the following day, each day of the week, except that alcoholic beverages may be sold in any place holding a license under the division of beverage, state department of business regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee between the hours of 7:00 a.m. on December thirty-first and 3 a.m. of the following day.

SECTION 3. CODIFICATION. 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 lettered 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 recodified copy of same with the City Clerk.

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: December 6, 2017

READ SECOND TIME

AND ADOPTED: December 20, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

APPROVED as to form and legality for use and reliance by the City of Apopka, Florida.

Clifford B. Shepard, City Attorney
Patrick Brackus Assistant

DULY ADVERTISED FOR PUBLIC HEARING: November 24, 2017

December 8, 2017