

APOPKA CITY COUNCIL AGENDA
March 02, 2016 1:30 PM
APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER

INVOCATION - Mark Lowry with Grace Pointe Community Church
PLEDGE

Please submit a "Notice of Intent to Speak card" to the City Clerk. Action may not be taken by the Council at this meeting but questions may be answered by staff or issues may be referred for appropriate staff action. If further action is necessary, the item may be placed on the agenda for further review and consideration. NOTE: Zoning or code enforcement matters which may be coming before the Board at a later date should not be discussed until such time as they come before the Board in a public hearing.

Pursuant to F.S. 286.0114, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Council addresses such items during this meeting. Public comments are generally limited to four minutes.

APPROVAL OF MINUTES:

1. City Council Workshop meeting January 15, 2016.
2. City Council Special meeting January 15, 2016.
3. City Council meeting February 17, 2016.

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Proclamations:

1. Art & Foliage Festival Weekend Proclamation presented to GFWC Apopka Woman's Club. Mayor Joe Kilsheimer

Employee Recognition:

- ❖ Ten Year Service Award – John Hanson, Community Development/Building
- ❖ Ten Year Service Award – Susan Reed, Public Services/Waste Water Plants
- ❖ Ten Year Service Award – Vicky Carnicella, Fire Department/Fire Chief's Office
- ❖ Ten Year Service Award – William Sein Perez, Public Services/Facilities Maintenance
- ❖ Fifteen Year Service Award – Nathan Sturm, Fire Department/Emergency Medical Services
- ❖ Twenty Year Service Award – Bradley Green, Public Services/Streets & Grounds

CONSENT (Action Item)

1. Approve appointment of the Fifth Trustee to the General Employees' Pension Board.
2. Approve appointment of the Fifth Trustee to the Firefighters' Pension Board.
3. Approve appointment of the Fifth Trustee to the Police Officers' Pension Board.
4. Approve appointments to the Public Risk Management Board of Directors.
5. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 4.
6. Award Bid No. 2016-02 to Wheeled Coach Industries, Inc.
7. Award a contract to PRMG for a Police Impact Fee Study and amend the Fire/EMS Impact Fee Study contract.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2473 – Second Reading – Corrective Ordinance David Moon

APPROPRIATIONS/DONATIONS/GRANTS (Action Item)

1. Donation offer of real property to the City. Glenn A. Irby
2. NRPA "Walk With Ease" Grant - Acceptance agreement and funding. Glenn A. Irby

BUSINESS (Action Item)

1. Final Development Plan - Wekiva Riverwalk Daycare Center David Moon
2. Council
3. Public

MAYOR'S REPORT

1. Appointment of Community Development Director.

NOT REQUIRING ACTION

1. Thank you letter to the City of Apopka Cemetery Staff.

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
March 03, 2016	5:30pm – 9:00pm	Food Truck Round Up
March 04, 2016	6:00pm –	Free Movie at the Amphitheater: Minions.
March 05, 2016	1:00pm –	Tree Planting Ceremony in Memory of Mary Bridges – Alonzo Williams Park
March 07, 2016	6:00pm – 8:00pm	Apopka Visioning – Steering Committee Meeting
March 08, 2016	5:30pm – 6:00pm	Planning Commission Meeting
March 16, 2016	7:00pm –	City Council Meeting
March 17, 2016	9:00am – 12:00pm	Seniors Fun & Fitness Fair – Fran Carlton Center
March 19, 2016	7:00am – 8:30am	5K Rabbit Run to benefit ACS Relay for Life – Northwest Recreation Complex
March 19, 2016	9:30am –	Easter Egg-Stravaganza – Northwest Recreation Complex
April 03, 2016	1:00pm –	MLB Pitch Hit & Run Local Competition (Reg.12:30) – Northwest Recreation Complex
April 06, 2016	1:30pm –	City Council Meeting
April 07, 2016	5:30pm – 9:00pm	Food Truck Round Up
April 09, 2016	2:00pm	Jay Howard Football Camp/Community Outreach – Northwest Recreation Complex
April 12, 2016	5:30pm – 6:00pm	Planning Commission Meeting
April 20, 2016	7:00pm –	City Council Meeting
April 23, 2016	3:00pm –	Krazy Kids Inflatable Fun Run

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

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

Backup material for agenda item:

1. City Council Workshop meeting January 15, 2016.

CITY OF APOPKA

Minutes of the City Council workshop held on January 15, 2016, at 11:00 a.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Bill Arrowsmith
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Sam Ruth
City Administrator Glenn Irby

PRESS PRESENT: John Peery - The Apopka Chief

INVOCATION: Mayor Kilsheimer asked John Ricketson to give the invocation.

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

DISCUSSION

1. Taurus Southern Investments to address the City Council on the sale and purchase agreement of certain real property in the area of Martin's Pond.

Mayor Kilsheimer said this workshop was being held to hear a proposal to sell certain property owned by the City of Apopka. A request for proposal was put out last July to develop the property known as the City Center property that is approximately 34 plus or minus acres around Martin's Pond and Highland Manor. A response was received to the proposal from Taurus Southern Investments. The Council voted to open negotiations with Taurus Southern Investments and these negotiations have resulted in a proposed contract for the sale and purchase of the property which is the purpose of this workshop.

Jeff McFadden, Managing Partner, Taurus Southern Investments, said Taurus will be 40 years old this year and they are a private equity development and real estate investment firm worldwide, owning roughly 12 million square feet of developed real estate across the world. He stated their role in this project is to identify opportunities, provide equity, and provide debt to make the entire project work. Their most important role is to identify the right consultants and the right people to help design the project. He introduced the Taurus Team who will be discussing the project details: Craig Govan is his partner and will be working with him; Bob Lochrane, Engineer, is responsible for the civil engineering portion of the project and the traffic studies and design; Kim McCann is responsible for the overall design of the project; Jill Rose is with BishopBeale and responsible for retail leasing; and Amanda Gifford, Attorney for Taurus Southern Investments.

Kim McCann said she is a partner at Eleven 18 Architecture in downtown Orlando and they are extremely excited about the opportunity at Apopka City Center. She reviewed the site that they have analyzed as it currently exists. She stated on their first analysis of the project they are looking for an upscale design with pedestrian flow, a design that connects the community that has street improvements and provides a connection to the property all the way through downtown. She said they are proposing a pedestrian bridge connecting the

north and south sides with over 200,000 square feet of retail, restaurants, and office space. They are proposing a five-story hotel, and in the second phase multifamily and possibly senior living. There will be adequate parking in both service parking and a possible parking garage. She affirmed there are proposed infrastructure improvements of S.R. 441 and Sixth Street with Sixth Street becoming more of a boulevard concept providing the connection through downtown, which will provide urban development that can occur. She advised design of the buildings has not started at this point, but she reviewed images of the designs they would like to incorporate such as large sidewalks to accommodate outdoor dining, street fairs and art festivals, and pedestrian access.

In response to Mayor Kilsheimer inquiring about the architecture, Ms. McCann affirmed the images being depicted are not necessarily what will be the style for this project. This is why they are showing various architectural styles in each image. She stated each city is different and needs its own style and identity.

Mayor Kilsheimer said the common theme they are emphasizing is the open pedestrian walkways, and accessibility of the whole City Center project.

Ms. McCann responded in the affirmative, stating the City Center project is designed with the pedestrian in mind and the idea that streets could easily be quarantined off for any special events. She said the lake, also known as Martin's Pond, is the beautiful part of this project and they will be focusing on it. She affirmed they did a study looking out larger than the actual property to what an entire master plan of the community would evolve to. She reviewed an outline of this study area stating stage one is identified as the one to four year plan that includes approximately 11 acres which includes the lake and a boardwalk around it, pedestrian bridge, new streetscapes, and the relocation of Highland Manor on to the peninsula. She went on to say stage two would be completing the beautification of Sixth Street, making it a boulevard with a median in the center, bike friendly, interconnecting the trail to this project. She went over what they propose as their action plan, which includes finalizing the master plan, and preparing design of the roadways and infrastructure.

Bob Lochrane, Lochrane Engineering, said they will be the civil engineers for this project. He said with regards to infrastructure for the City Center, you are referring to utility services, stormwater management and design, and pedestrian and vehicle movements. He stated utilities and stormwater were in place to service the City Center without any major upgrades. The focus of his discussion will be the road and vehicular improvements to make coming to the City Center an enjoyable experience. He reviewed the improvements stating access to the site for vehicles coming from the west or east on S.R. 436 will access the site at McGee Avenue and Main Street where significant improvements will be needed. They are proposing a traffic signal at that intersection and either an extension of the existing west bound left turn lane, or dual left turn lanes to allow vehicles coming from the east to access the site at that intersection. They are also proposing a right turn deceleration lane for vehicles coming from the east to gain access to the northern portion of the City Center without adversely affecting traffic flow at the intersection. Additional improvements on S.R. 441 for vehicles coming from the south include realignment of Sixth Street further north with a traffic signal at that location and making Sixth Street a boulevard thoroughfare, as opposed to the two lane road it currently is. They anticipate other improvements to McGee Avenue to allow additional traffic coming in

accommodated. He said it was mentioned earlier the pedestrian bridge crossing Main Street just east of McGee Avenue, and this will be an element of the overall pedestrian traffic for the project. The property will be provided with a very well-coordinated pedestrian system on site connecting to the offsite pedestrian system.

Ms. McCann again reviewed the stage one proposal showing some conceptual designs. She stated moving Highland Manor will make it a landmark marquee of the entire project and it will be interconnected with the boardwalks around and across the pond. She reiterated these are not the final designs, but ideas. They are proposing outdoor seating and entertainment and they will be integrating the beautiful oak trees on the property, keeping that history and building on it.

Jill Rose, Vice President of Retail Services with BishopBeale Realty, said she has been tasked with drawing the trade area based on driving patterns and shopping habits of the residents in this area and who would come here to shop and eat on a regular basis. She spoke about the demographics stating the trade area was very strong from a demographic perspective of approximately 140,000 within the trade area. She said the median income was very strong of \$56,000 per year and an average income of \$74,000 per year. She advised retailers focus on the median income. She stated there were a lot of families in this area and the household multiplier was 2.7 with a median age of 38. She came up with uses of who they thought would be successful in this area and then went deeper to look at specific users within each of those uses. They believe strongly the project needs an anchor and she reviewed potential anchor stores that would be supported by the residents in the area. She stated they feel entertainment use would be very successful in this area. In addition, restaurants that they would work to meet the demographics, as well as retail and various service areas.

Ms. McCann said the overall concept of this project and what they stress is how to take all of these components and give it the longevity and appeal that it needs, not only for Apopka, for also for drawing others to the area.

Discussion ensued regarding the moving of Highland Manor and concerns by the Council regarding the area. Ms. McCann said they feel this area is a prime spot for Highland Manor to be moved to and the view from S.R. 441 creates a signature area. She pointed out that it is not the location that is historic, but the building and its unique quality.

In response to Commissioner Velazquez inquiring what has been transpired with FDOT, Mr. Lochrane advised he has not had any direct communication with FDOT at this point. They have had their in-house traffic consultant look at the overall broader view of this corridor to come up with the program they are discussing. Once they have more commitment for the overall project, they will contact FDOT to open that communication.

Commissioner Dean inquired if Taurus was the only developer to submit an offer, to which Mr. Irby responded in the affirmative.

Commissioner Dean said while he wants to see the City Center built, he was reluctant about moving forward as fast as they are with regards to the sale of the property.

Commissioner Arrowsmith also expressed concern about moving Highland Manor and inquired if the area was going to have to be filled in around the pond, as well as inquiring about parking in the area.

Tom Callan, Esquire, responded in the affirmative and said there would be stem walls, subject to being permitted by SJWMD.

Ms. McCann advised from an event standpoint, valet parking was planned.

In response to Commissioner Ruth regarding commercial versus residential, Ms. McCann advised there would be a mix of retail, medical office, and possibly a hotel in the first phase.

Mr. McFadden explained the structure of the contract has the city responsible for utilities to the site, the public roadways and the pond are the responsibility of the city, the roadways and wide sidewalks on property are the developer's responsibility.

Commissioner Dean suggested if moving Highland Manor, the city does not have a historic district, and recommended moving it across from the VFW/Community Center and develop a historic district in that area.

Mr. Callan said the developer pays all costs to connect to utilities. He stated there were additional considerations in the agreement that go beyond the purchase price per acre, stating they will be designing the entire area, public bike paths and pedestrian tracts, and the idea of using and making sure this area connects to any future bike paths. The developer will be maintaining the property.

Mayor Kilsheimer advised the City had this property independently appraised and the average market price per acre was \$217,650. The Orange County Property Appraiser has the average price per acre right at \$100,000. He said all of the money the city has spent so far was an investment in the future of the city. He stated the \$150,000 per acre is a price proposed by Taurus and will allow them to start development. He stated the city center area is within the Community Redevelopment Area, stating the state statute allows for the city to dispose of the property at a price they agree upon as long as the objectives of the city are being met in the development plan.

Discussion was held and concerns expressed with regards to this being spread out over 10 years and the city being obligated upfront and not receiving their money until over a 10 year period.

Mr. Callan advised there was no obligation in this contract for the city to spend any money. He said the development agreement must be completed within 30 days, or 60 is agreed to by both parties.

Mr. McFadden thanked everyone and said they were looking forward to working with the city and staff.

ADJOURNMENT – There being no further business the meeting adjourned at 12:11 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

2. City Council Special meeting January 15, 2016.

CITY OF APOPKA

Minutes of the City Council special meeting held on January 15, 2016, immediately following the 11:00 a.m. workshop, in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Bill Arrowsmith
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Sam Ruth
City Administrator Glenn Irby

PRESS PRESENT: John Peery - The Apopka Chief

CONSENT ACTION ITEMS

1. Authorize demolitions of the buildings on Lent Road & West Lester Road
2. Authorize electrical upgrade at the NWRC at a cost not to exceed \$19,000.00.

MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith to approve the Consent Agenda as submitted. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

DISCUSSION

1. Sales & Purchase Agreement; Taurus Southern Investments

Mayor Kilsheimer opened the meeting to public input.

Jeff Welch said he was wearing two hats today, one as the Chairman of the Chamber of Commerce, however, he was speaking as an individual. He stated one of the challenges in the community was the lack of commercial corridor and the Chamber applauds the opportunity of more businesses coming in to serve the needs of this community. He also is representative of Kelly Park Crossing and the development that was approved as a DRI at the Kelly Park exit of the Wekiva Parkway is the only commercial exit on the Wekiva Parkway. He stated they believe the big box stores will come to that area. He said the developer needs to control the land before they can spend money on the development.

Ray Shackelford said upfront that he favors establishment of the town center. He cautioned in proceeding forward, the property values increased, garbage collection fees increased, and possibly utility fees may increase. In consideration of this project, he asked to try and sell for the appraised value. He stated since this is over ten years, it would be nice to receive interest on the funding.

Tenita Reid spoke in favor of the downtown center, but expressed concerns that the price they are selling the land for is too low. She stated she would not want to see the property flipped to another developer rather than developing the town center. She also expressed concerns regarding moving Highland Manor.

Young Kim said as a business person, when dealing with a corporation or company, you do not take the first bid and there should be a bargaining process and negotiate with the company.

Suzanne Kidd had questions related to the agreement regarding the 15-day inspection period, yet in another area it mentioned the property being purchased in an as-is condition. She asked why it was subject to inspection if being purchased as-is, to which Mr. Calan advised a typical commercial real estate contract has an inspection process before the person decides to purchase the property as-is.

Ms. Kidd inquired about the amount of time the developer has to work on this giving the buyer up to 700 days to close on four of the parcels and then they have up to ten years to close on all of the parcels. In addition, they have up to thirty-six months to develop 50,000 square feet and stated this seems like a small amount of development over a three year period.

Jan Chamberlin, Vanson Property Group, said they are owners and managers of a small retail center at 395 East Main Street, and stated she disputed the trade area including the Wekiva Sweetwater area and stated there is already a fragile balance in retail for Apopka already.

Rod Love said he commended and agreed with Commissioner Arrowsmith that this project should move forward and it was time to do something with this property. He stated Dr. Shackelford made a point about the funding and interest was worth discussing. He suggested other options be considered with regards to moving Highland Manor. He asked for serious consideration for minority, women, and veteran contracting for this project by the developer and City.

Dennis New said he came to the meeting for information and expressed concerns regarding selling this property at a loss. He stated he has lived here his entire life and said the state wants the traffic to flow at the intersection of 441 and 436. He said he agreed there must be some hidden costs with this project, but he will stand behind the elected officials in the decision they make.

Leann Bellinger said she would have thought a project of this magnitude would have been advertised statewide. She asked what would happen if FDOT denies a traffic light or work on the road in this area.

No one else wishing to speak, Mayor Kilsheimer closed the public input.

Mayor Kilsheimer said we are in a due diligence phase, and there have been negotiations with Taurus since the fall of 2015. He stated their team is highly capable and their team is fully experienced in bringing about these types of projects. He recommended moving forward to see if they can come to an agreement. He affirmed Apopka is at a threshold of growth in Central Florida.

Commissioner Dean supported having interest on the \$5 million.

Commissioner Velazquez said the developer needs to have ownership or control in order to move forward with any negotiations for development.

Mr. Callan clarified the purchase price, stating the purchase price by Taurus is \$150,000 per acre for each acre of the development, of which, only about 11 acres so far are planned for commercial/retail type of development. If you look at the appraisal the City obtained, it was on 11 acres for commercial development. He said there were negotiations back and forth with staff and it should be acknowledged this is a blended rate for both residential and commercial development in a project. He said it was a good value on the blended rate.

Commissioner Dean brought up negotiating interest to be paid on the \$5 million.

Mr. McFadden declared they were not borrowing \$5 million dollars. They are purchasing land as they take it down. He said to have interest accrue on land they do not own does not make sense to him and does not feel this is the appropriate venue to negotiate a purchase and sale agreement that they have worked on for months.

MOTION by Commissioner Dean to put in the contract, when negotiated, that Taurus pay interest on the \$5 million dollars over the ten years needed to pay it off. Motion failed due to lack of a second.

Mayor Kilsheimer said that would be a negotiated issue, not something that can just be placed in the agreement. Taurus would have to agree to pay this if the City demanded this and Mr. McFadden has given the answer that they would not be interested in paying interest.

MOTION by Commissioner Velazquez, and seconded by Commissioner Arrowsmith to approve the proposed sale and purchase agreement of the city owned land to Taurus Southern Investments. Motion carried 4-1 with Mayor Kilsheimer, and Commissioners Arrowsmith, Velazquez, and Ruth voting aye, and Commissioner Dean voting nay.

ADJOURNMENT – There being no further business the meeting adjourned at 12:11 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

3. City Council meeting February 17, 2016.

CITY OF APOPKA

Minutes of the regular City Council meeting held on February 17, 2016, at 7:00 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Bill Arrowsmith
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Sam Ruth
City Attorney Cliff Shepard
City Administrator Glenn Irby

PRESS PRESENT: John Peery - The Apopka Chief
Bethany Rodgers, Orlando Sentinel
Dale Fenwick, The Apopka Voice

INVOCATION: Commissioner Velazquez introduced Sister Ann Kendrick of Hope Community Center, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said on February 23, 1945, photographer Joe Rosenthal photographed U.S. Marines raising the American Flag on Mount Suribachi, the highest point on the Island of Iwo Jima. Mount Suribachi was a strategic point in the battle for the control of the Island, as it was the center of Japanese defense, and the Flag Raising was an important turning point in the Battle of Iwo Jima. Rosenthal's photograph perfectly captured a victorious moment on the battlefield that served as a source of great pride here in the United States. He asked everyone to reflect upon the bravery and sacrifices of those who fought for our freedoms as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

1. City Council regular meeting February 3, 2016.

MOTION by Commissioner Velazquez, and seconded by Commissioner Ruth, to approve the February 3, 2016 City Council minutes. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Proclamations:

1. FFA Proclamation – Mayor Kilsheimer said this proclamation was being postponed to next month.

Presentations:

1. Presentation from Farmworker Association of Florida on House Bill 675.

Tirso Moreno gave a presentation on House Bill 675 stating he has been living in Apopka since the early 1980's on a permanent basis. He stated during this legislative session House Bill 675 and Senate Bill 872 are going through the legislature with the intent to make local governments responsible for enforcing and implementing immigration laws. He declared this would cause discrimination to the Latino community. To enforce the law will require funding and affect all of Apopka, not just the immigrants. He advised the House has

approved the Bill and it is in committees for the Senate.

Mayor Kilsheimer said from a strategic standpoint it is late in the session for the Council to prepare a position to be presented. He stated he would be happy to call legislators he knows and request other Commissioners make calls if they so choose.

- 2. Presentation on Canterwoods Assisted Living Facility (ALF) (a.k.a. Dunn ALF/Dixie Manor)** – David Moon, Planning Manager, said in April 2015, City Council approved the planned unit development (PUD) master plan for the Dunn Assisted Living Facility located north of Old Dixie Highway, east of Richard L Mark Drive, in front of the Errol Estates Community. He advised within that PUD master plan, which allows up to a 125 bed facility, there is an architectural rendering of the proposed building and within the PUD conditions, it states that architectural design of the building shall be generally consistent with that approved with the PUD ordinance, unless otherwise approved by the City Council. He advised a developer and Assisted Living Facility (ALF) provider is interested in the Dunn property and ready to move forward with the construction of an ALF. He affirmed the design is different than that previously approved by City Council. The applicant will make a presentation of the architectural design and if Council has any concerns, this will be moved to public hearings. He affirmed staff does not believe it is a substantial deviation and an improvement over the previously approved design.

Martin Hamburg, MJM Associates, said they were pleased to have the opportunity to present and tell Council about Canterwood Manor, which is an assisted living community they would like to develop in the City of Apopka. He advised this was assisted living and also a facility that serves individuals with memory impairment with Alzheimer's disease, known as special needs assisted living. He said they promote independence and allow residents to do for themselves everything they are able to do. They foster family involvement through activities. They create opportunities for residents to spend as much time each day using the skills and memories they retain and help families understand what is happening with their loved ones throughout the course of this disease. He stated they employ the best staff, utilize the best diagnostic and therapeutic programs available, and respond quickly to their residents' changing needs.

David Knapp, Architect for the Haskel Company, reviewed the design they created that meets the original requirements of the approved project, and also added benefits. This design works on the original approved design requirements, but makes a more residential looking building. They have moved all parking to one side, and the building design is centered on courtyards for the residents. The design incorporates one-story and two-story buildings. He explained the design is based on multiple neighborhoods, each having their own dining area. They have a community space with an outdoor area that is offered to the community in general as well. The second floor has physical therapy and other functions. He reviewed the design of the building stating they tried to pick up on the design of the surrounding community.

Discussion ensued regarding the proposed roofing with Commissioner Dean expressing his dislike of metal roofs.

It was the consensus of the Council the proposed design was substantially in compliance.

with the concept plans originally approved and to move forward. The applicant stated they will adhere to the type of roofing Council advises staff to proceed with.

3. Announcement of Community Consensus Meeting scheduled February 23, 2016.

Suzanne Kidd announced there will be a Community Consensus Meeting for the Visioning on February 23, 2016 at Highland Manor. She said to refresh everyone's memory, the Visioning process started last July with surveys, seven community meetings, three mobile information station events, and they went through a synthesis of the citizens' concerns voiced. At this point, a strategic plan has been devised around those ideas with five broad categories related to economic development, educational opportunities, infrastructure and growth, improving city services, and the quality of life issues. She declared they would like to encourage as many people from the community as possible to come to the meeting on February 23, 2016, at Highland Manor from 6:00 p.m. to 9:00 p.m.

CONSENT (Action Item)

1. Approve the annual fuel contract renewal with Petroleum Traders Corporation.
2. Authorize the purchase of two vehicles for the Recreation Department.
3. Authorize the Capital Facility Fees Payment Agreement for Marden Ridge.
4. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 2.
5. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 3.
6. Authorize a donation to the Kid's House Children's Advocacy Center.
7. Approval of Dr. Charles E. Dorfman's Lease Renewal.
8. Authorize direction for land purchase on Park Ave.

In response to an inquiry by Commissioner Dean regarding Item 8, Mr. Irby advised the due diligence on this requires an environmental assessment that could run up to an estimate of \$8,000, a title search to determine any encumbrances on the property which could cost a maximum of \$500, and an appraisal, no more than \$2,000, to ensure we are not paying more than the valued price. He advised if this proceeds to an environmental 2 survey, this entire area has been designated as a brownfield area, and that money could be reimbursed and the site cleaned, once the city owns the property. He affirmed, if the city decides not to purchase the property, then, those funds are not recoverable.

In regards to Commissioner Arrowsmith inquiring about Item 1 and what the city's fuel consumption was, Mr. Irby said he could obtain that information for him.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to approve the eight items on the Consent Agenda. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2474– Second Reading – First Reading – Amending the Apopka Municipal Code, Chapter 26. The City Clerk read the title as follows:

ORDINANCE NO. 2474

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, FLORIDA, BY AMENDING CHAPTER 26, "CAPITAL FACILITIES FEES," ARTICLE IV, "WATER, SEWER AND REUSE CAPITAL FACILITY FEES AND FUND," SECTIONS 26-112, "DEFINITIONS," 26-117, "WATER CAPITAL FACILITY FEE," 26-118, "SEWER CAPITAL FACILITY FEE," AND 26-119, "REUSE CAPITAL FACILITY FEE;" AMENDING FEE CALCULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Mayor Kilsheimer said this ordinance is with regards to impact fees and the second ordinance is about rates. He affirmed the City is moving in this direction due to the requirement of building a new wastewater treatment plant. He stated we are under a consent agreement with the Department of Environmental Protection (DEP) to increase the removal of nitrogen from the wastewater prior to it being discharged into the environment, as well as the need for additional capacity.

Mayor Kilsheimer opened the meeting to a public hearing.

Tenita Reid spoke in favor of increasing impact fees on new development in the city based upon the impact new development creates. She stated the impact fees were inadequate and should be adjusted to collect more revenues.

Aida Campbell spoke concerning the increase of utilities and how it affects older people on fixed income. She asked the Council to lift the water rates for citizens 63 years of age.

Chris Kewley said his family made the decision to move to Apopka 14 years ago, stating at the time this area represented a tremendous value to them. He spoke about the prior City Council platting Rock Springs Ridge into half acre, or larger lots, and also mandated St. Augustine grass be put in. He discussed reclaimed water being reasonable at first, but it has been determined to be a commodity. He pointed out other municipalities do not have reclaimed water at these rates. He said he understands the growth, but stated the whole rate structure regarding reclaimed water is absurd.

Mayor Kilsheimer stated he installed an evapotranspiration controller at his home and it has paid for itself, as it waters as needed, rather than on a time schedule. He affirmed the rate structure is a condition of the City's consumptive use permit with St. John's Water Management District.

Don Estes said he has installed the computerized controller and changed his irrigation heads as suggested by the City, and his bill is exactly like Mr. Kewley's in the summer months. He asked the Council to consider talking to SJWMD to raise the consumptive use threshold.

Rod Love said he wanted to echo comments made by the two previous speakers regarding reclaimed water. He spoke about red light cameras and their going through the legislature at this time with the main issue being addressed of municipalities supplementing revenues. He inquired about regulations by SJWMD and stated if that threshold can be increased, it

help residents.

Mike Cooper said listening to all of this about water conservation, California has a big drought problem and had to limit grow areas. He asked if the City had any thoughts in reducing the green areas like California had to do. He stated this would reduce the cost and usage.

Young Kim said he has been talking to a lot of people recently and one concerned resident asked that he speak on her behalf. He stated the City has to provide notice and there has to be a deliberative process all of Apopka citizens must get involved in. He said when these issues are quickly addressed within three to four weeks, how can every citizens' issue be addressed. He suggested all citizens have not been provided adequate notice.

No one else wishing to speak, Mayor Kilsheimer closed the public hearing.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Ruth, to adopt Ordinance No. 2474. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Ordinance No. 2475 – Second Reading – Amending the Apopka Municipal Code, Chapter 82. The City Clerk read the title as follows

ORDINANCE NO. 2475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, FLORIDA, BY AMENDING CHAPTER 82, "UTILITIES," ARTICLE II, "WATER AND SEWER SYSTEMS," DIVISION II, "FEES AND CHARGES," SECTIONS 82-61, "WATER CONNECTION FEES," 82-62, "SEWER TAP FEES," 82-64, "INITIATION OF WATER SERVICE," 82-65, "WATER USE CHARGES AND DEPOSIT," 82-66, "WASTEWATER USE CHARGES AND DEPOSIT," 82-67, "DEFECTIVE WATER METERS," 82-69, "WATER AND RECLAIMED WATER METER READING RE-CHECK," AND DIVISION III, "RECLAIMED WATER SYSTEM," SECTIONS 82-92, "CONNECTION CHARGES," 82-94, "RECLAIMED WATER USE CHARGES, AND 82-98, "AUTHORITY TO PRESCRIBE ADDITIONAL REGULATIONS;" ARTICLE IV, "BILLING AND COLLECTION PROCEDURES," SECTIONS 82-179, "TERMINATION OF SERVICE GENERALLY; LATE PAYMENT CHARGE, ILLEGAL USE OF WATER, TAMPERING, MAINTENANCE OF CUSTOMERS FACILITIES, 82-182, "AFTER-HOURS SERVICE CHARGE;" PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Glenn Irby, City Administrator, pointed out a scrivener's in this ordinance, stating at the top of page four there is one sentence that has been stricken that states: "*There will be an additional \$10.00 for each additional linear foot for service over 50 linear feet.*" Also, on page eight, toward the bottom it states: "*There will be an additional charge of \$10.00 for every linear foot*"

of service over 50 linear feet.” In order to be consistent, he advised this statement on page four needs to be un-stricken.

Mayor Kilsheimer clarified this will need to be included in the motion as a corrective item on the scrivener’s error.

Commissioner Arrowsmith said there was a lot of discussion at the last meeting regarding the cost of turning the water off when they didn’t pay and the cost for turning it back on. He inquired if it was determined how many homes on an average that involved.

Mr. Irby, advised as reported in the staff report, it is an average of 272 a week, which is a little more than 1% of the total services currently in existence.

Mayor Kilsheimer opened the meeting to a public hearing.

Ed Poirier said he had a problem with doubling the rates for people who are delinquent, stating most people who have their water shut off are those who can’t afford to pay their bill. He inquired if any of the additional revenue would be used to do more testing of the water and removal of the asbestos water pipes still in use.

Tenita Reid said since Ordinance No. 2474 was approved and impact fees were reduced 13%, she thought some of the fees on the citizens’ portion should be reduced. She also questioned if the City was going to charge for emergency cut offs where someone may need a plumber for a repair. She reviewed various fees in the ordinance that she felt could be reduced.

Ray Shackelford said the City has raised property taxes due to increased property values, and the garbage collection fees have been raised. He asked to give residents on fixed incomes and working people a no vote on this ordinance.

Bobby Reid expressed concern regarding after hour fees and said the cutting off water has always been a courtesy. He asked if the plumbers will be able to cut the water off and on to do their work.

Mr. Irby responded in the affirmative.

No one else wishing to speak, Mayor Kilsheimer closed the public hearing.

Mayor Kilsheimer reiterated the need for a new wastewater treatment plant to be built under the consent agreement by DEP that must be completed by March 2019. He said this is the largest construction project in the history of the City of Apopka.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to adopt Ordinance No. 2475 with correction of a scrivener’s error on page four by un-striking *“There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet.”*

Discussion ensued regarding providing customers the ability to round up payments to the next dollar amount and that amount going into a separate fund to assist those with a hardship.

Murray Hamilton with Public Resources Management Group, said they are the utility rate and financial consultant firm that performed the rate study. He stated they have presented to the Council a number of times since last year. He pointed out there is another agenda item, Item 6, that relates to the State Revolving Fund Loan, and he reminded Council the City has put forth an application for the loan agreement. The basis for that application was the rate study, and included in Resolution 2016-06, is the City's commitment and pledge to the monthly water and wastewater rates, as well as the impact fees to enter into that agreement and repay that debt. He advised the backbone of that application are the proposed rate increases over the next five years before Council tonight. He reiterated this has been more than a ten year plan in the works and monthly rates have not been increased over the last four to five years.

Motion carried 4-1 with Mayor Kilsheimer, and Commissioners Arrowsmith, Velazquez, and Ruth voting aye, and Commissioner Dean voting nay.

3. Ordinance No. 2488 – Second Reading – Annexation. The City Clerk read the title as follows

ORDINANCE NO. 2488

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 APOPKA HOLDING, LLC LOCATED AT 1120 CLARCONA ROAD AND 1124 SOUTH PARK AVENUE; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Arrowsmith, to adopt Ordinance No. 2488. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

4. Ordinance No. 2473 – First Reading – Corrective Ordinance. The City Clerk read the title as follows:

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CORRECTING SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTION OF THE PROPERTY OWNED BY TECHNOLOGY PROPERTY, LLC., IN ORDINANCE NO. 2439; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

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

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean, to approve Ordinance No. 2473 at First Reading and hold it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

5. Resolution No. 2016-03 – Second Reading - Economic Enhancement District Designating Brownfield Districts. The City Clerk read the title as follows

RESOLUTION NO. 2016-03

A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, DESIGNATING THE APOPKA COMMUNITY REDEVELOPMENT AREA AS AN ECONOMIC ENHANCEMENT DISTRICT (FOR BROWNFIELD DESIGNATION); ESTABLISHING THE PLANNING COMMISSION AS THE ECONOMIC ENHANCEMENT ADVISORY BOARD; AUTHORIZING THE PLANNING MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Kilsheimer opened the meeting to public input.

Young Kim inquired what specific area was planning to clean up.

Mayor Kilsheimer advised there were no specific areas, but they were designating this area as a brownfield area so that we can apply for grants for a Phase 1 environmental study to identify potential areas. He further explained brownfield means you can apply for assistance from either the state or federal government to remediate whatever environmental condition may be there in order to allow redevelopment of that property.

Jan Chamberlin inquired if there was a process where she might opt out of the brownfield designation should she so choose.

David Moon said if one desires to opt out, they can provide the City with a written letter asking to be removed.

Ms. Chamberlin asked if property owners can identify contaminated sites or future contaminated sites as they become known.

City Attorney Shepard said if this is approved and the brownfield is created, a grant will be applied for to provide a study for the entire area for Phase 1, it becomes a public record, as would the Phase 2. Anyone could request this information as a public record.

Mr. Moon clarified that the individual property owners apply for the grant in the Phase 1 study and it is not an area wide basis.

City Attorney Shepard explained the incentive is if you can have the government supply the money to conduct the studies and the cleanup, then you are in a position to redevelop. These

programs are designed so that first you can identify a problem, and then potentially get funds to help clean the area so the property can be utilized.

Jeff Welch said this is a great program in a city like Apopka. He explained what happens in a city like Apopka where you have property where a gas station was, oil was changed, dry cleaning, or a hydraulic pump typically has qualification of what might be a brownfield. He said there were a number of retailers looking for brownfield sites as it provides an economic advantage to develop property that would otherwise just sit on the tax rolls.

Ray Shackelford applauded the effort of the city to focus on brownfields and move in this direction.

No others wishing to speak, Mayor Kilsheimer closed the public input.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to approve Resolution No. 2016-03 at Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

6. Resolution No. 2016-06 – The State Revolving Fund Loan Program for the water reclamation facility. The City Clerk read the title as follows

RESOLUTION NO. 2016-06

A RESOLUTION OF CITY OF APOPKA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

MOTION by Commissioner Velazquez, and seconded by Commissioner Ruth, to approve Resolution No. 2016-04. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

DISCUSSION (Action Item)

1. Consultant Selection for Retail Development Strategy and Marketing Services

David Moon, Planning Manager, said the intent of the request for qualifications is to select a firm that will recruit sit down, full service and casual dining restaurants and retail stores to Apopka after the market analysis is done to identify certain target industries. He advised this is not a request for a study, but a request for services which is to recruit and prepare marketing materials. Five companies submitted qualifications that were narrowed down to three after staff reviewed and interviewed. Catalyst was identified as the most qualified to perform the services for the City of Apopka. Jason Claunch, President of Catalyst, has flown in to address any questions Council may have. Staff believes this to be a desired service that was identified

during the visioning process by many citizens. He stated it is important to address competition with other local governments who are already performing these types of services either through economic development staff or consulting services. He explained this was a citywide effort and covers marketing research and recruiting throughout the City that will also complement the activities to attract businesses to the downtown area.

In response to Commissioner Arrowsmith inquiring about the hiring of an economic development director, Mr. Irby advised the idea was to at some point in the future to hire an economic development director who would work hand in hand with Catalyst. He stated this company is U.S. wide and has the ability to travel all inclusive of what we would be paying them, rather than trying to fly an employee around to recruit. They also employ other people that can be utilized to talk to various companies.

Jason Claunch said he was not prepared to give a long presentation, but he would like to address key components of the process and answer questions. He stated he was very familiar with ICSC and he is the southern director for P-3 Alliance which is the ICSC representation for cities. He had an opportunity to tour the community and feels this is the moment in time for Apopka with a number of large infrastructure projects, many of which will have significant impacts to the community, including the Wekiva Parkway and the Hospital. He stated he did notice visually, it appears the economic basis has shifted from an agricultural community to more of a modern work horse, which he finds intriguing. He said they recognize an opportunity for very strong economic development. He stated they understand the needs and corporate America today is looking for nuance places. Developments that are most competitive include different housing types, and a number of large corporations want quality retail with access to walkable places. He stated part of this initiative will help reinforce bringing in brands and cleaning up brownfield sites. This process is about demographics and most retailers look for population and income. He said there are other things like workforce and the shift in consumer flow when the Parkway opens and how to position those opportunities. This level and their expertise would allow them to present Apopka in a fashion with those very specific criteria and factors retailers look for. He affirmed part of their role would be helping to market those factors in a meaningful way. He said they approach every community understanding their needs and vision and look to build a collateral that is very specific to that objective.

Jeff Welch said he is the Chairman of the Board of the Apopka Chamber of Commerce, and this is very important to the Chamber. He stated if you look at the success of chambers like Seminole County, Lake Mary, and Heathrow, Apopka has been left behind when agriculture jobs were taken away. Apopka took an approach of building houses and communities that built a tax base for the City. In the past decade younger people are moving here and finding this to be a place they can raise a family, but missing is the live, work, play those people want. He said Apopka has struggled with that as we don't have commercial corridors. Thanks to some opportunities coming about now with the new downtown, the Hospital and Kelly Park Crossing, we are looking to establish commercial corridors. He stated if the City wants to be in charge of smart growth and development, then they need to take charge of this in order to have smart growth for the whole City. He pointed out Winter Garden and Fowler's Grove and its success. He said Apopka is the second largest city in Orange County and has gone through the visioning process. He stated this is an important next step to the visioning.

Mayor Kilsheimer said they are talking about getting into the economic development through

cities are doing. He said Apopka is in the final stages of negotiating a development agreement with Taurus on the city center project. He declared the City needs an active, unified economic development program. He affirmed ICSC was attended by himself and Mr. Welch and this is clearly a strategy other cities employ to be able to get economic development going.

In response to Commissioner Velazquez regarding that Visioning was just finishing, and whether we were doing the same thing all over again, Mr. Moon explained Visioning was a different activity and is to identify the general community interest and receive guidance as to how the City should modify our land development code, comprehensive plan, and program services for the long term. He advised this was a service that will identify specific retail and restaurants, providing them information on why they should locate to Apopka on a citywide basis.

Mayor Kilsheimer suggested that action not be taken on this tonight and for Council to have a greater education by staff on what we are seeking to do and what this will accomplish.

BUSINESS

1. Council

Commissioner Dean asked Mr. Irby to have the corner of Main and Central cleaned.

Commissioner Velazquez thanked Chief McKinley and the Police Department and the Fire Department for how quickly and efficiently they responded when she was in an accident last Saturday.

2. Public

Barbara Zakszewski said there was a lot of discussion on spending money today. She stated we have a paid consultant, Richard Anderson, and said she would like to know what he is consulting on. She stated it was indicated the other day that he was not a registered lobbyist for 2014 and 2015. She expressed disappointment in that he does not file reports and said she would like to have him return funds paid for 2015 he received for lobbying services. She would like to see his contract terminated immediately and have a fraud and ethics investigation launched as it appears he has taken the money under false pretense.

Ray Shackelford said he heard the Old Florida Outdoor Festival was great and asked when the public could obtain a financial report for the festival.

Mayor Kilsheimer advised the financial reports are being reconciled and we do know that our revenue was the highest it has ever been.

Mr. Shackelford applauded the article in the newspaper for accountability and inquired how the public could obtain a list of projects for 2014, 2015, and 2016 given to the city lobbyist to follow. He asked if the City of Apopka was seeking state funding to remove asbestos pipes from the water system.

Mayor Kilsheimer responded in the affirmative.

David Hoffman spoke regarding the story published in the Orlando Sentinel, written by Bethany Rodgers revealing little accountability for Richard Anderson, City Consultant and Lobbyist, to show what he has accomplished to justify his salary. He asked if the citizens would have access to an accounting of his efforts and accomplishments.

Mayor Kilsheimer responded to this situation addressing the recent news reports about Richard Anderson, his contract, and his failure to register as a lobbyist with the State of Florida. He stated he wanted to preface his remarks with the position he takes on virtually every decision made here at City Hall, and that is "What will move the City of Apopka forward." He took office in 2014 with a staff of roughly 400 people, half of whom were angry he had defeated Mayor Land, and the other half fearful he would fire them and disrupt their pensions. His promise during the campaign was that he would not fire anyone and he sought to stick to that promise while establishing an agenda to reflect changes he had campaigned on. He stated over the summer months, it became clear that Richard Anderson wanted to leave. Once the decision was made to go that route, the next thing that came into play was the employment agreement he already had in place with the City that was signed while Mayor Land was in office. He affirmed the majority of money Richard received, he would have received under his old agreement regardless of whether or not he had stayed with the City. He stated it was clear to him that Mr. Anderson had already made substantial progress toward securing the city center project we are currently negotiating and at the same time the form and shape of that deal was very much in the air, but clearly substance to the talks Richard had initiated. The choice was to let Mr. Anderson go, pay him the substantial amount his employment agreement called for, or retain him as a consultant/lobbyist and keep the city center project on track. He stated there was also a benefit in knowing should a crisis occur, Richard would be available to call upon. Indeed a crisis came up with Mayor Land passing away six weeks after Mr. Anderson left and he quietly stepped back in and facilitated all of the details of a memorial service that was befitting of Mayor Land's stature. In the months between then and now, Richard has brought the city center project to the point where it is, negotiating with a qualified developer who has the financial resources to bring this project to reality. He said while the economy does play a role, you have to have willing partners on both sides to make a deal and that is where we are. What will move Apopka forward? Clearly a city center project will move us forward and we are actively seeking this project. He reiterated Mr. Anderson would have received a substantial separation payment under his old contract, regardless of whether or not he was retained as a consultant. He stated that Mr. Anderson has been advocating on behalf of Apopka with interest throughout Central Florida the entire time that he has been in a consulting role.

Larry Fisher said he has been here four or five times with Boy Scout groups or FFA groups and they are always sitting on the floor. He stated it was time to add space to the Council Chamber. He said his main reason for coming here was with regards to the downtown and the vibrancy trying to be achieved. He declared the focus should be within two miles of this building and the downtown area. He stated there should be more focus with drawing things to Apopka with the biotech research area.

Rod Love summarized a few items he heard while sitting in the audience, stating he heard earlier regarding the business development and the consultant present was not well articulated until Mr. Welch spoke well about the end result. He said Apopka is in a competitive

He also spoke about the issue of lobbyist and said he has seen Mr. Anderson in the Council Chamber twice. In order to be competitive, the City needs to have a voice for economic development. He stated three of the fastest growing areas in Florida are healthcare, hospitality, and construction. He declared he was for moving Apopka forward, but he would also like to have input in this process.

Gayne Fisher said he has been a resident of Apopka for twelve years and he coaches little league here. He said the coach that was to manage his daughter's team was rejected because of the City's stringent policy. He asked this policy be re-evaluated. He stated this matter happened twenty-five years ago and he has exhausted all possibilities to have this looked at again.

Mr. Irby advised this policy was currently under review.

MAYOR'S REPORT – Mayor Kilsheimer reported the City had an outstanding Old Florida Outdoor Festival this past weekend. He thanked staff for their hard work during this festival.

Mayor Kilsheimer reported he sent a letter last week to Ann Dupee, President of Lake Apopka Natural Gas District Board of Directors. He advised this letter has been emailed to all of the Commissioners and to the elected officials in the cities of Clermont and Winter Garden. He declared this was a topic he wanted to put on the table for future discussion. He read this letter into the record regarding the continuing public purpose of the Lake Apopka Natural Gas District. A copy of the letter will be filed with these minutes.

Commissioner Arrowsmith stated they do not have private meetings and their meetings are open to the public. He said the City has received over \$2 million dollars in the last fifteen years in franchise fees and city taxes. He stated the gas infrastructure increases the asset to the community.

ADJOURNMENT – There being no further business the meeting adjourned at 10:30 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Approve appointment of the Fifth Trustee to the General Employees' Pension Board.



CITY OF APOPKA CITY COUNCIL

 X CONSENT AGENDA
PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: _____

MEETING OF: March 2, 2016
FROM: City Clerk
EXHIBITS:

SUBJECT: APPOINTMENT OF JEANNE GREEN AS THE FIFTH TRUSTEE TO THE GENERAL EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES

Request: APPROVE AND RATIFY THE APPOINTMENT OF JEANNE GREEN AS THE FIFTH TRUSTEE TO THE GENERAL EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES.

SUMMARY:

The General Employees' Retirement System Board of Trustees, at its February 18, 2016 meeting, chose Jeanne Green to serve as the Fifth Trustee of the Board for the two-year term of 2016 & 2017.

As required by State Law and the Operating Rules of the Board, the Fifth Trustee has been chosen by the board and is being presented to the City Council for approval and ratification, as a ministerial act.

FUNDING SOURCE:

None.

RECOMMENDATION ACTION:

Approve and ratify the Fifth Trustee appointment of Jeanne Green to the General Employees' Retirement System Board of Trustees for the two-year term of 2016 & 2017.

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
City Clerk
Fire Chief

Backup material for agenda item:

2. Approve appointment of the Fifth Trustee to the Firefighters' Pension Board.



CITY OF APOPKA CITY COUNCIL

 X CONSENT AGENDA
PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: _____

MEETING OF: March 2, 2016
FROM: City Clerk
EXHIBITS:

SUBJECT: APPOINTMENT OF RAY THOMPSON AS THE FIFTH TRUSTEE TO THE FIREFIGHTERS' RETIREMENT SYSTEM BOARD OF TRUSTEES

Request: APPROVE AND RATIFY THE APPOINTMENT OF RAY THOMPSON AS THE FIFTH TRUSTEE TO THE FIREFIGHTERS' RETIREMENT SYSTEM BOARD OF TRUSTEES.

SUMMARY:

The Firefighters' Retirement System Board of Trustees, at its February 18, 2016 meeting, chose Ray Thompson to serve as the Fifth Trustee of the Board for the two-year term of 2016 & 2017.

As required by State Law and the Operating Rules of the Board, the Fifth Trustee has been chosen by the board and is being presented to the City Council for approval and ratification, as a ministerial act.

FUNDING SOURCE:

None.

RECOMMENDATION ACTION:

Approve and ratify the Fifth Trustee appointment of Ray Thompson to the Firefighters' Retirement System Board of Trustees for the two-year term of 2016 & 2017.

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
City Clerk
Fire Chief

Backup material for agenda item:

3. Approve appointment of the Fifth Trustee to the Police Officers' Pension Board.



CITY OF APOPKA CITY COUNCIL

 X CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: _____

MEETING OF: March 2, 2016
FROM: City Clerk
EXHIBITS:

SUBJECT: APPOINTMENT OF JIM GREEN AS THE FIFTH TRUSTEE TO THE POLICE OFFICERS' RETIREMENT SYSTEM BOARD OF TRUSTEES

Request: APPROVE AND RATIFY THE APPOINTMENT OF JIM GREEN AS THE FIFTH TRUSTEE TO THE POLICE OFFICERS' RETIREMENT SYSTEM BOARD OF TRUSTEES.

SUMMARY:

The Police Officers' Retirement System Board of Trustees, at its February 18, 2016 meeting, chose Jim Green to serve as the Fifth Trustee of the Board for the two-year term of 2016 & 2017.

As required by State Law and the Operating Rules of the Board, the Fifth Trustee has been chosen by the board and is being presented to the City Council for approval and ratification, as a ministerial act.

FUNDING SOURCE:

None.

RECOMMENDATION ACTION:

Approve and ratify the Fifth Trustee appointment of Jim Green to the Police Officers' Retirement System Board of Trustees for the two-year term of 2016 & 2017.

DISTRIBUTION

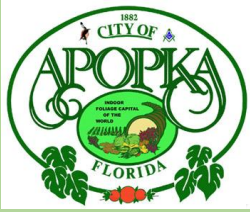
Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
City Clerk
Fire Chief

Backup material for agenda item:

4. Approve appointments to the Public Risk Management Board of Directors.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: March 2, 2016
 FROM: City Administrator
 EXHIBITS: None

SUBJECT: APPOINTMENTS TO THE PUBLIC RISK MANAGEMENT BOARD OF DIRECTORS OF A DIRECTOR AND AN ALTERNATE.

Request: APPROVE

SUMMARY:

On February 1, 2016 the city became a member of Public Risk Management [PRM] for Group Health Trust insurance coverage. PRM is a Florida Governmental Pool and is structured to be governed by a board of directors made up of member organizations. It asks that each member [the City of Apopka] name a director and an alternate director. PRM holds quarterly meetings where business of the “Pool” is discussed and action items voted on by the Board. It is usual practice that the City Administrator/Manager or Finance Director be named to the Board as the voting member and the Human Resources/Risk Manager named as the alternate.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Appointment of Pam Barclay, Finance Director as Director and Human Resources Director, Sharon Thornton as the Alternate Director.

DISTRIBUTION

Mayor	Finance Director	Public Services Director
Commissioners (4)	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

Backup material for agenda item:

5. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 4.



CITY OF APOPKA CITY COUNCIL

<input checked="" type="checkbox"/>	CONSENT AGENDA	MEETING OF:	March 2, 2016
<input type="checkbox"/>	PUBLIC HEARING	FROM:	Community Development
<input type="checkbox"/>	SPECIAL REPORTS	EXHIBITS:	Vicinity Map
<input type="checkbox"/>	OTHER:		Agreement

SUBJECT: POE RESERVE, PHASE 4 (9 LOTS)

Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SEWER AND WATER CAPACITY AGREEMENT.

SUMMARY:

The City's standard Sewer and Water Capacity Agreement has been prepared for Poe Reserve, Phase 4, located south of North Orange Blossom Trail, west of State Road 451.

FUNDING SOURCE:

Not applicable

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Poe Reserve, Phase 4.

DISTRIBUTION

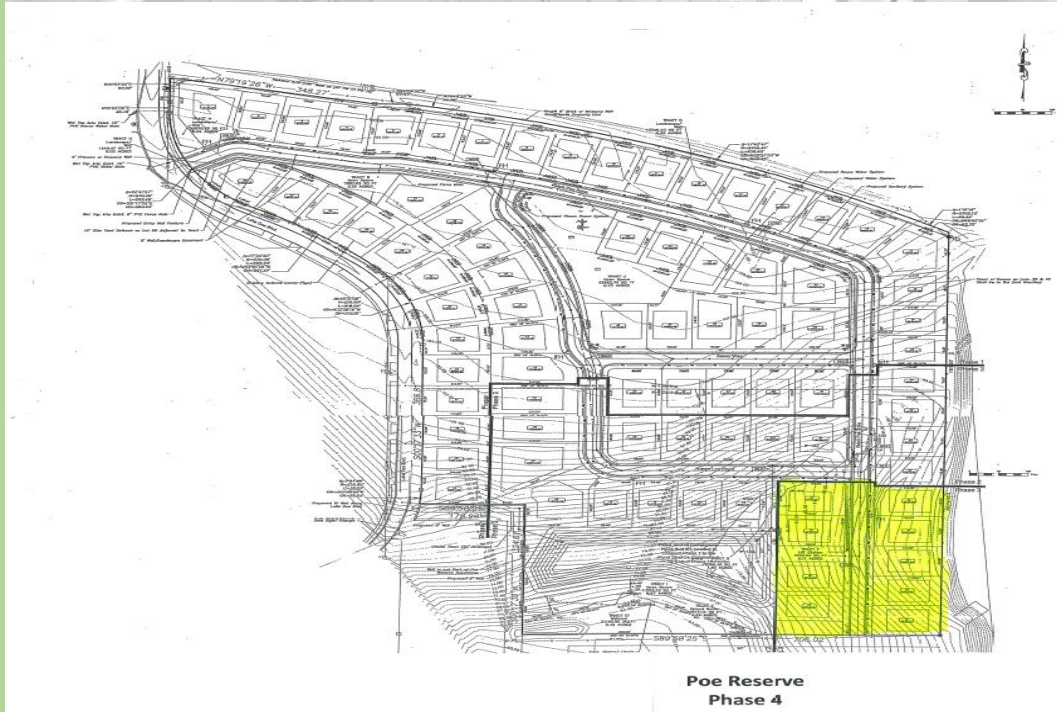
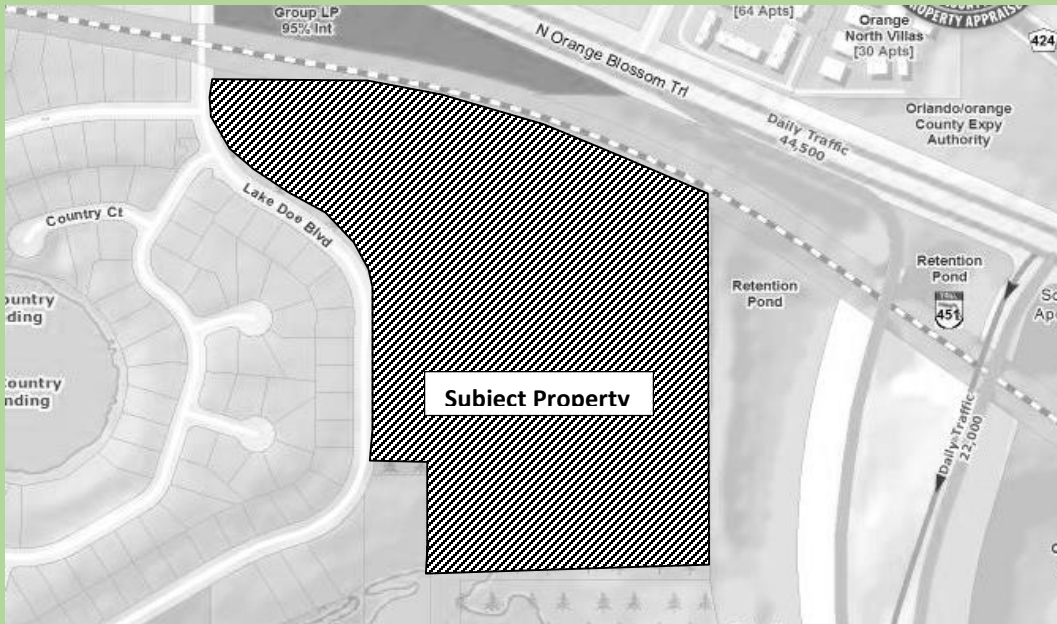
Mayor Kilsheimer
Commissioners (4)
City Administrator Irby
Community Dev. Director

Finance Director
HR Director
IT Director
Police Chief

Public Ser. Director
City Clerk
Fire Chief

Poe Reserve, Phase 4
Owner: Poe Reserve, LLC
4.96 +/- Acres

VICINITY MAP



Poe Reserve
Phase 4

SEWER AND WATER CAPACITY AGREEMENT

Poe Reserve Phase 4 (9 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 Poe Reserve, 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.

B. "ERU (Sewer)" means Equivalent Residential Unit defined as having the average demand of 350 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 sign 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. Utility's Exclusive Right to Utility Facilities.

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 Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Water Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
3,600	9	\$2,021.00	\$18,189.00

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 Committed in Gallons	No. Of ERU's Committed	Sewer Capital Facility Fee Per ERU	Facility Fee Due from Owner
3,150	9	\$4,235.00	\$38,115.00

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 or 120 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 irregardless 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 aforescribed, 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

Dual Service Meter

3/4"	\$274.00
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Short Service Tap

3/4" & 1"	\$275.00
1½" & 2"	\$357.00

Long Service Tap

3/4" & 1"	\$836.00
1½" & 2"	\$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. Miscellaneous Provisions Regarding Payments.

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 3,600 gallons per day for potable water supply and 3,150 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:

Poe Reserve, LLC
P. O. Box 770609
Winter Garden, FL 34777-0609

With a copy to:

and if the Utility, at:

City of Apopka
Utilities Department
Attn: Cindy Haynes
P. O. Box 1229
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.

WITNESSES:

THE CITY OF APOPKA,
A Florida municipal corporation

Print Name

Glenn Irby
City Administrator

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Glenn Irby, City Administrator of the City of Apopka, a Florida municipal corporation, he is personally known to me or has produced _____ as identification and did (did not) take an oath.

(NOTARY'S SEAL)

Notary Public

Print Name
Commission No. _____

WITNESSES:

Jacqueline Skrabalak
Print Name

ASU

Jeffrey A. Sedloff
Print Name

OWNER:

By: [Signature]
Title manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5 day of February, 2016 by Rohland A June
(Name of officer or agent) of Poe Reserve LLC
(Name of corporation acknowledging), a Florida
(state or place of corporation) Corporation, on behalf of the corporation. He/She/They
Is/are personally known to me or has produced _____
(type of identification) as identification and did (did not) take an oath.



SEAL

Jacqueline Skrabalak
NOTARY PUBLIC

EXHIBIT "A"

Legal Description

DESCRIPTION:

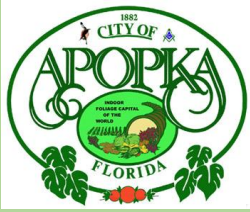
THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF TRACT K, POE RESERVE PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____, PAGES _____, PUBLIC OF ORANGE COUNTY FLORIDA; THENCE RUN S00°14'22"W ALONG THE EAST LINE OF SAID TRACT K AND THE EAST LINE OF TRACT D, POE RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____, PAGES _____, PUBLIC OF ORANGE COUNTY FLORIDA, 385.27 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE RUN S89°58'25"E ALONG SAID SOUTH LINE, 280.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE RUN N00°14'22"E ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, 375.00 FEET TO THE SOUTHEAST CORNER OF LOT 59, POE RESERVE PHASE 3; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY LINE OF POE RESERVE PHASE 3; N89°45'38"W, 115.00 FEET; THENCE RUN N00°14'22"E, 9.23 FEET; THENCE RUN N89°45'38"W, 165.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.449 ACRES MORE OR LESS.

Backup material for agenda item:

6. Award Bid No. 2016-02 to Wheeled Coach Industries, Inc.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: _____

MEETING OF: March 2, 2016
 FROM: Fire Department
 EXHIBITS: None

SUBJECT: BID NO. 2016-02 - "APOPKA FIRE DEPARTMENT CONSTRUCTION OF ONE (1) NEW AMBULANCE"

Request: AWARD THE BID TO WHEELED COACH INDUSTRIES, INC.

SUMMARY:

On January 22, 2016, the Fire Department issued an invitation to bid for the construction of a new ambulance, which was advertised in the Apopka Chief, and posted online to Demand Star. Bid No. 2016-02 was opened at a public hearing on February 23, 2016 and three bids were received.

- | | | |
|--|--|--------------|
| 1. ETR (AEV Ambulances) | Sanford, Florida (construction in North Carolina) | \$107,510.00 |
| 2. Taylor Made Sales | Newport, Arkansas (construction in Arkansas) | \$ 79,795.00 |
| 3. Wheeled Coach Industries | Winter Park, Florida (construction in Winter Park, FL) | \$ 98,860.00 |
| (Alternate Wheeled Coach bid, which includes the Stryker stretcher mounting) | | \$ 99,845.00 |

The low bidder is located in Arkansas, where construction would be performed. The bid does not include provisions for inspections or construction oversight visits. There are no local service centers for this company, with the closest being in Alabama. Their current bid does not include transporting of the City provided F450 chassis to or from Arkansas. Additionally, emergency lights and sirens from this company are not covered in the warranty provided.

Given the geographical limitations that would be required from Taylor Made Sales, the Fire Department is requesting Council approval for the second lowest bid received from Wheeled Coach Industries (based in Winter Park, Florida). The City currently utilizes six Wheeled Coach ambulances and have remained satisfied with the performance of their vehicles. This will also help maintain consistency within the fleet. Wheeled Coach provides local service at their Winter Park facility, along with mobile onsite service. The service warranty includes all emergency lighting and sirens. Wheeled Coach included an additional price option to install a City owned Stryker Power Load System, a savings of \$1,500.00 if installed with this new construction.

FUNDING SOURCE:

EMS Capital Equipment line 6400. Purchase of the new ambulance is included in FY 2015/16 budget.

RECOMMENDATION ACTION:

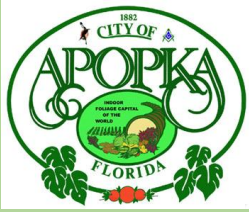
The Fire Department requests council award the bid to Wheeled Coach Industries, in the amount of \$99,845.00.

DISTRIBUTION

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

Backup material for agenda item:

7. Award a contract to PRMG for a Police Impact Fee Study and amend the Fire/EMS Impact Fee Study contract.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: March 02, 2016
 FROM: Finance
 EXHIBITS:
 Amendment to Fire/EMS Impact Fee Study
 PRMG Proposal – Police Impact Fee Study

SUBJECT: FIRE AND EMS IMPACT FEES AND POLICE IMPACT FEES

Request: AWARD A CONTRACT IN THE AMOUNT OF \$13,100 TO PUBLIC RESOURCES MANAGEMENT GROUP, INC. TO PERFORM A POLICE SERVICES IMPACT FEE STUDY AND AMEND THE AWARDED CONTRACT FOR THE FIRE/EMS SERVICES IMPACT FEE STUDY TO \$13,100 FROM \$16,600 DUE TO THE COMPANY PERFORMING BOTH.

SUMMARY:

On September 2, 2015, Council awarded a contract to Public Resources Management Group (PRMG) in the amount of \$16,600 to perform a Fire and EMS Services Impact Fee study. Staff met with the consultant to begin gathering information. It was suggested at that time that the City should consider implementing a Police Service Impact Fee.

PRMG submitted a proposal to perform the Police Services Impact Fee Study at a cost of \$13,100. If the City accepts this proposal, PRMG has agreed to reduce their existing agreement for the performance of the Fire and EMS Services Study to a like amount of \$13,100, which is a reduction of \$3,500. The amended cost results from the economies of scale associated with reviewing, reporting, and presenting the Police and Fire/EMS Impact Fees concurrently.

FUNDING SOURCE:

General Fund

RECOMMENDATION ACTION:

Award a contract in the amount of \$13,100 to Public Resources Management Group, Inc. to perform a Police Services Impact Fee Study and amend the Fire/EMS Services Impact Fee Study contract with PRMG by reducing it by \$3,500 (amended total \$13,000).

DISTRIBUTION

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



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

February 24, 2016

Mr. Glenn Irby
City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703

Subject: Amendment to Fire/EMS Services Impact Fee Study

Dear Mr. Irby:

Based on the City's request to prepare a Police Services Impact Fee Study, Public Resources Management Group, Inc. proposes to amend the existing Fire/EMS Impact Fee Study budget to reflect the economies of scale of associated with reviewing, reporting and presenting the Police and Fire Impact Fees concurrently. Our proposed amendment would reduce the Fire/EMS study budget by \$3,500.00. If this amendment is acceptable please signify your approval below and return a copy of this letter for our files.

Very truly yours,

Public Resources Management Group, Inc

Henry L. Thomas
Vice President

ACCEPTED BY:

City of Apopka

Name

Title

Date



February 24, 2016

Mr. Glenn Irby
City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703

Subject: Proposal to Provide a Police Services Impact Fee Study

Dear Mr. Irby:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this proposal to provide consulting services to the City of Apopka, Florida (the "City" or "Client") associated with the development of a Police Services Impact Fee Study. The purpose of the study is to assist the City development of proposed Police Services Impact Fees to be applied to new development.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the principal in charge, project manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the course of the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment B.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included on Attachment A.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose to establish a not-to-exceed contract budget to provide consulting services associated with the performance of the Impact Fee Study of \$13,100.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by PRMG for such other direct costs, if any, will be billed to the City based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment B. It is proposed that PRMG will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

K:\1212.City of Apopka\04.Fire EMS Svcs Impact Fee Study\Correspondence\Contract Related\Police ImpactFeeLetterAgree.doc

Mr. Glenn Irby
City of Apopka
February 24, 2016
Page 2

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for PRMG personnel shall be in effect and continue through December 31, 2016, or some other contract period as mutually agreed to between the City and PRMG.

ADDITIONAL TERMS AND CONDITIONS

Additional standard terms and conditions, that are made part of this proposed agreement, are set forth in Attachment C which is made a part of this proposal.

We appreciate the opportunity to be of service to the City.

Very truly yours,

Public Resources Management Group, Inc



Henry L. Thomas
Vice President

ACCEPTED BY:

City of Apopka

Name

Title

Date

ATTACHMENT A

CITY OF APOPKA, FLORIDA

POLICE SERVICES IMPACT FEE RATE STUDY

SCOPE OF SERVICES

The scope of service to be performed by Public Resources Management Group, Inc. is related to the preparation of a Police Services Impact Fee Rate Study. The scope of services shall be as follows:

POLICE SERVICES IMPACT FEE STUDY

The scope of services to be performed by PRMG with respect to the development of police services impact fees will include the following tasks:

1. Data Acquisition and Review – PRMG will prepare a data request and review data compiled and provided by the City in order to develop the police services impact fees. Data that will be requested will include: i) capital improvement projects and master plans, equipment, and facilities required to provide the relevant services including future plans buildings and structures, vehicles and equipping of personnel; ii) population and development statistics; iii) service call information; iv) inventory of existing staffing, facilities and equipment; and v) any other data and information considered necessary to adequately perform the study. PRMG will also collect information regarding impact fees charged by other neighboring jurisdictions;
2. Service Area Forecast – An evaluation of the current service area demographics as well as a forecast of the service area needs will be reviewed based on data made available to PRMG. Specifically, a review of the population forecast by type of dwelling unit (e.g., single-family, multi-family, etc.) and commercial development by land use type, if available (including the square footage of such developments located within the City and planned for the City), will be reviewed. Additionally, a review of the population projections and other service area demographics as contained in such documents as the City's Comprehensive Land Use Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City; and other such information will be relied upon. The purpose of this task is to identify the future service area demands for police services and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth.
3. Cost Allocation – The capital costs associated with meeting the relevant police service requirements for new customers will be allocated among the residential and commercial customer classifications, where appropriate. The allocation of such costs will be based on the service area demographics and development characteristics of the City, and other factors as deemed appropriate by PRMG and the City.

4. Design of Police Impact Fees – PRMG will design impact fees for each specific customer classification related to police services. The impact fees will be based on the allocation of costs among the customer classification, the level of service standards required for the police services and customer class, and the projection of capital needs for the planning period reflected in the report. Additionally, PRMG will identify any external funding or credits which should be recognized in the derivation of the impact fees.
5. Fee Comparisons – A comparison of the existing and proposed fees for residential dwellings and commercial use will be made with similar fees charged by other neighboring public jurisdictions.
6. Preparation of Impact Fee Ordinance – PRMG will assist the City in reviewing and updating the draft police impact fee ordinance. The review of the ordinance may include issues such as the level of rates charged and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the fee.
7. Presentation of Findings – A report will be prepared by PRMG detailing the data relied upon in the development of the proposed police impact fees, the assumptions and analyses performed relative to the derivation of such fees, and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by the City staff prior to presentation to the City Commission for adoption and implementation. This task will also include attendance at a public meeting to present the study results.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Police Services Impact Fee Cost Analysis
- Proposed Police Services Impact Fees
- Police Impact Fee Comparisons with Other Jurisdictions
- Briefing Document to Summarize Proposed Police Services Impact Fees
- Police Services Impact Fee Study Report

ADDITIONAL SERVICES

During the course of the study, the Client may request additional services from PRMG. Examples of such additional services would include additional public meetings above and beyond the meetings identified in the scope of services. Other examples of additional services include providing services relating to meeting with third parties regarding the derivation of the rates and fees, providing litigation support services in the event of a challenge of the rates or fees, performance of impact fee negotiations and the preparation of developer agreements for the

payment of such impact fees with potential large developments within the City limits, requests for updated impact fee scenarios after substantial completion of the initial work, and other related issues not contemplated in the above scope of services. No additional services are contemplated at this time and such services will not be conducted until authorized by the Client and as mutually agreed upon between the Client and PRMG.

ATTACHMENT B

CITY OF APOPKA, FLORIDA

POLICE SERVICES IMPACT FEE STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD UNIT COSTS

DIRECT LABOR HOURLY RATES

<u>Project Team Title</u>	<u>Direct Labor Hourly Rates [*]</u>
Principal	\$185.00
Associate	\$150.00
Managing Consultant	\$135.00
Supervising Consultant	\$120.00
Senior Consultant	\$115.00
Rate Consultant	\$105.00
Consultant	\$ 95.00
Senior Rate Analyst	\$ 85.00
Rate Analyst	\$ 75.00
Analyst	\$ 65.00
Assistant Analyst	\$ 55.00
Administrative	\$ 52.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

<u>Expense Description</u>	<u>Standard Rates [*]</u>
Mileage Allowance – Personal Car Use Only	\$0.485 per Mile
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.

I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$300,000
Medical Expense (Any one person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation General Aggregate	\$2,000,000
2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$2,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, PRMG shall be entitled, to the extent determined to be appropriate by PRMG, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This

agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT

PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement

is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify PRMG against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due. PRMG shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

In the event of termination, PRMG shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The

time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the address stated in the Agreement.

XIX. PUBLIC RECORDS

Pursuant to applicable Florida law, PRMG's records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. PRMG shall comply with all public records obligations set for in such laws, including those obligations to keep,

Backup material for agenda item:

1. Ordinance No. 2473 – Second Reading – Corrective Ordinance

David Moon



**CITY OF APOPKA
CITY COUNCIL**

<input type="checkbox"/>	CONSENT AGENDA	MEETING OF:	March 2, 2016
<input checked="" type="checkbox"/>	PUBLIC HEARING	FROM:	Community Development
<input type="checkbox"/>	SPECIAL REPORTS	EXHIBITS:	Ordinance No. 2439
<input checked="" type="checkbox"/>	OTHER: Ordinance Amendment		Ordinance No. 2473
			Vicinity Map

SUBJECT: **ORDINANCE AMENDMENT TO ORDINANCE NO. 2439**

Request: **SECOND READING & ADOPTION OF ORDINANCE NO. 2473 TO AMEND ORDINANCE NO. 2439 TO CORRECT SCRIVENER ERRORS IN THE ORDINANCE HEADING AND LEGAL DESCRIPTION AS STATED IN THE ORDINANCE.**

SUMMARY:

OWNER: **TECHNOLOGY PROPERTY, LLC**

LOCATIONS: 2860 Clarcona Road - 27-21-28-6024-00-005 - (3.40 +/- Acres)
 2870 Clarcona Road - 27-21-28-6024-00-006 - (2.37 +/- Acres)
 476 Jellystone Avenue - 27-21-28-6024-00-007 - (3.61 +/- Acres)

TRACT SIZE: 9.38 +/- acres

ADDITIONAL COMMENTS: Ordinance No. 2439 was originally adopted containing scrivener errors made while transcribing the owner’s name and parcel identification number. Ordinance No. 2473 corrects the stated errors within Ordinance No. 2439.

ORANGE COUNTY NOTIFICATION: Correcting a scrivener’s error is a legislative action and notice to the County is not required.

DULY ADVERTISED:
February 5, 2016 – Public Notice and Notification
February 19, 2016 – Ordinance Heading Ad

PUBLIC HEARING SCHEDULE:
February 17, 2016 (7:00 pm) - City Council 1st Reading
March 2, 2016 (1:30 pm) - City Council 2nd Reading and Adoption

RECOMMENDED ACTION:

The **City Council**, at its meeting on February 17, 2016, accepted the First Reading of Ordinance No. 2473 to amend Ordinance No. 2439 and held it over for Second Reading and Adoption on March 2, 2016.

Adopt Ordinance No. 2473.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CORRECTING SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTION OF THE PROPERTY OWNED BY TECHNOLOGY PROPERTY, LLC., IN ORDINANCE NO. 2439; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2439 was enacted using a legal description of the property in the ordinance; and

WHEREAS, the title and legal description of the property provided contained scrivener's errors in the parcel identification number; and

WHEREAS, the City wishes to correct the legal description contained in Ordinance No. 2439.

NOTE: Underlined words constitute the additions to the existing text of the city of Apopka Code of Ordinances, strikethroughs constitute deletions to the existing text, 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 I: The "Whereas" clauses above are the findings of the City of Apopka.

SECTION II: The title and legal description stated in Section 1 of Ordinance No. 2439 shall be amended to read as follows:

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CORRECTING SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTION OF THE PROPERTY OWNED BY TECHNOLOGY ~~PROPERTIES~~ PROPERTY, LLC., IN ORDINANCE NO. 2439; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Legal Descriptions:

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 475.57 FT TO POB TH CONT S00-17-40W 25 FT TH S89-58-35W 25 FT TH RUN S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD OF 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TH N89-58-35E 416.69 FT TH N69-01-28E 10 FT TH N20-58-32W 18.89 FT TH N69-01-28 E 135 FT TH N20-58-32W 252.08 FT TH S89-58-35W 434.24 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM

ORDINANCE NO. 2473

Page 2

AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) PARCEL I.D.: ~~27-20-28-0000-00-005~~ 27-21-28-6024-00-005 CONTAINING: 3.40 +/- ACRES AND;

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 500.57 FT TH RUN S89-58-35W 25 FT TH S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TO POB TH CONT S01-29-51W 167.76 FT TH N89-58-35E 492.56 FT TH N30-44-24E 8.03 FT TH N69-01-28E 131.97 FT TH N20-58-32W 196.07 FT TH S69-01-28W 135 FT TH S20-58-32E 18.89 FT TH S69-01-28W 10 FT TH S89-58-35W 416.69 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) PARCEL I.D.: ~~27-20-28-0000-00-006~~ 27-21-28-6024-00-006 CONTAINING: 2.37 +/- ACRES AND;

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH S00-17-40W 500.57 FT TH S89-58-35W 25 FT TH S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD 95FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 382.89 FT TO POB TH CONT S01-29-51W 189.70 FT TH RUN S88-30-09E 318.32 FT TO CURVE CONCAVE SELY RAD 100 FT CHORD N81-23-00E NELY FOR 35.31 FT TH S01-29-51E 16.17 FT M/L TH S88-30-09E 373 FT TH N20-58-32W 281.60 FT TH S69-01-28W 131.97 FT TH S30-44-24W 8.03 FT TH S89-58-35W 492.56 FT TO POB & COMM AT SE CORNER OF OAK HGTS REP S/8 TH RUN N89-59-04E 129.21 FT TO W R/W OF APOPKA VINELAND ROAD TH N20-58-32W 107.53 FT TO POB SAID PT BEING SE CORNER OF TR T-10 OF YOGI BEARS JELLYSTONE PARK CAMP-RESORT 3347/2482; CONT N20-58-32W 115 FT TO POB TH S58-19-30W 50.88 FT TH S46-42-32W 45 FT TH N88-17-28W 120 FT TH N80-52-21W 115 FT TH N88-30-09W 64.49 FT TH N01-30-04E 43.83 FT TH S88-30-20E 373 FT TO POB PER 10831/5459 (LESS THE W 3 FT LYING WITHIN THE FOLLOWING

DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) 27-21-28-6024-00-007 CONTAINING: 3.61 +/- ACRES

TOTAL COMBINED ACRES: 9.38 ACRES +/-

SECTION III: This Ordinance is deemed to be severable. If any section or portion of a section 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 part of this Ordinance.

SECTION IV: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION V: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VI: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: January 20, 2016

READ SECOND TIME
AND ADOPTED: February 3, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR HEARING: February 5, 2016 & February 19, 2016



ANNEXATION
TECHNOLOGY PROPERTY, LLC
CLARCONA ROAD

Parcel IDs: 27-21-28-6024-00-005
27-21-28-6024-00-006
27-21-28-6024-00-007

Total Acres: 9.38 +/-

VICINITY MAP



ORDINANCE NO. 2439

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 TECHNOLOGY PROPOERTIES, LLC, LOCATED AT SOUTH OF KEENE ROAD AND WEST OF CLARCONA ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Technology Properties, LLC, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located at south of Keene Road and west of Clarcona Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling 9.38 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 475.57 FT TO POB TH CONT S00-17-40W 25 FT TH S89-58-35W 25 FT TH RUN S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD OF 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TH N89-58-35E 416.69 FT TH N69-01-28E 10 FT TH N20-58-32W 18.89 FT TH N69-01-28 E 135 FT TH N20-58-32W 252.08 FT TH S89-58-35W 434.24 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) Parcel I.D.: 27-20-28-0000-00-005 Containing: 3.40 +/- Acres and;

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 500.57 FT TH RUN S89-58-35W 25 FT TH S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TO POB TH CONT S01-29-51W 167.76 FT TH N89-58-35E 492.56 FT TH N30-44-24E 8.03 FT TH N69-01-28E 131.97 FT TH N20-58-32W 196.07 FT TH S69-01-28W 135 FT TH S20-58-32E 18.89 FT TH S69-01-28W 10 FT TH S89-58-35W 416.69 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) Parcel I.D.: 27-20-28-0000-00-006 Containing: 2.37 +/- Acres and;

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Total combined acres: 9.38 acres +/-

SECTION II: That the corporate territorial limits of the City Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.


SECTION V: That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.


SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: July 15, 2015

READ SECOND TIME
AND ADOPTED: August 5, 2015


Joseph E. Kilsheimer, Mayor

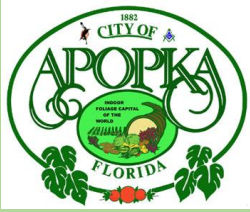
ATTEST:


Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: July 3, 2015
July 10, 2015
July 24, 2015

Backup material for agenda item:

1. Donation offer of real property to the City. Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Appropriations/Donations/Grants

MEETING OF: March 2, 2016
 FROM: Administration
 EXHIBITS: Donation Agreement

SUBJECT: DONATION OFFER TO THE CITY OF REAL PROPERTY.

Request: DIRECT THE CITY ADMINISTRATOR TO PROCEED WITH CONVEYING TITLE OF CERTAIN REAL PROPERTY TO THE CITY AFTER ENSURING THE TITLE TO THE LAND IS CLEAR OF ALL LIENS AND ENCUMBRANCES.

SUMMARY:

Certain real properties located at 2029 Plymouth Sorrento Road and 1839 Plymouth Sorrento Road is being offered by donation to the City to be used to construct a traffic signal mast arm at Yothers Road. The properties belong to a Mr. Daryl Carter.

The properties will be conveyed via Special Warranty Deed. The city has ordered a title search to ensure the land will have clear title. The city, at the direction of the City Council will pay all fees associated with closing on the donation and transfer of title (a cost of approximately \$1,355).

According to the Donation Agreement, the City Council must accept the donation of land. As we all know, the traffic signal at this intersection is necessary and this land is needed for construction.

FUNDING SOURCE:

All costs incurred to transfer ownership will come from Transportation funds.

RECOMMENDATION ACTION:

Direct the City Administrator to proceed with conveying title of certain real property to the City after ensuring title to the land is clear of all liens and encumbrances.

DISTRIBUTION

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

Project: Yothers Road Donation
Parcel: 30-20-28-0484-00-160 &
06-21-28-7172-15-010

DONATION AGREEMENT

COUNTY OF ORANGE
STATE OF FLORIDA

THIS AGREEMENT made between Daryl M. Carter, Trustee of Lester Road Land Trust and Trustee of County Road 437 Land Trust, hereinafter referred to as OWNER, and the City of Apopka, a municipal corporation and a political subdivision of the state of Florida, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is willing to accept property located at 2029 Plymouth Sorrento Rd. and 1839 Plymouth Sorrento Rd., Apopka, Florida 32712 described below and said OWNER has offered and agreed to donate said land to the CITY.

The property to be conveyed is as follows:

A portion of the property addressed as 2029 Plymouth Sorrento Rd. Apopka, Florida containing approximately 334.61 square feet and further described in the attached Exhibit "B" and a portion of the property addressed as 1839 Plymouth Sorrento Rd. Apopka, Florida containing approximately 50.00 square feet and further described in the attached exhibit "C".

In consideration of the sum of Ten (\$10.00) Dollars, the parties hereto agree as follows:

1. OWNER agrees to convey said land by Donation, unto CITY by Special Warranty Deed, free and clear of all liens and encumbrances.
2. This transaction shall be closed and the deed and other closing papers delivered on or before the 120th day following the Effective Date of this Agreement. Closing shall take place at the office of the City Attorney, 2300 Maitland Center Parkway, Suite 100, Maitland, FL 32751, or at such place as shall be mutually agreed upon by CITY and OWNER.
3. All taxes including Ad valorem property taxes must be paid by OWNER in full prior to closing.
4. OWNER agrees to remove any personal items from said Property before closing. It is mutually agreed that any personalty not removed before this date shall be deemed abandoned and CITY, or its contractors, may remove and dispose of said personalty. The property owner will have no further claim or interest in said personalty after this date without a written agreement between the parties.
5. OWNER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

6. CITY agrees to pay for all closing costs, including title insurance.
7. Effective Date: This AGREEMENT shall become effective on the date upon which it has been fully executed by the parties and approved by the City of Apopka City Commission.
8. The Due Diligence Contingency, attached hereto as Exhibit "A", is a material condition of this AGREEMENT and incorporated herein by this reference.
9. CITY shall have ninety (90) days (the "Inspection Period") to determine whether CITY is willing to accept title to and acquire the property from OWNER. On or before twenty (20) days following the Effective Date of this AGREEMENT (the date the AGREEMENT is approved by the Apopka City Commissioners), CITY shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA form B, June 17, 2006) committing to insure CITY as purchaser of the property in the amount of the purchase price (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to the property is currently vested in OWNER free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that CITY shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to CITY in its sole discretion; CITY shall notify OWNER of that fact in writing on or before the thirtieth (30th) day following CITY's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to CITY (hereinafter referred to as "Title Defects"), and OWNER may take up to thirty (30) days to cure or eliminate the Title Defects at OWNER's election and without obligation to incur expense or to initiate legal proceedings. If OWNER is successful in curing or eliminating the Title Defects, the closing hereunder shall take place on the date specified in Paragraph 2 hereof. In the event OWNER is unable or unwilling to cure or eliminate the Title Defects within the 30-day period so provided, CITY shall either (a) extend the time period for OWNER to cure or eliminate the Title Defects, (b) elect to terminate this AGREEMENT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of OWNER's title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date specified in Paragraph 2 hereof. In the event that CITY elects to terminate this AGREEMENT because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to OWNER on or before the expiration of the Inspection Period described herein, this AGREEMENT shall terminate. In the event CITY elects to proceed on its own to cure or eliminate the Title Defects, OWNER agrees to provide its reasonable cooperation in connection with CITY's efforts but OWNER shall have no obligation to incur expense or to initiate legal proceedings.
10. Survey. Within ninety (90) days of the Effective Date of this AGREEMENT, CITY may obtain a current boundary survey of the property. If the City elects to do so, the survey shall be certified to CITY, OWNER and Attorney's Title Company and prepared in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G 17-6, of the Florida Administrative Code, Section

Project: Yothers Road Donation
Parcel: 30-20-28-0484-00-160 &
06-21-28-7172-15-010

472.027, Florida Statutes and ALTA/ACSM Land Title Survey Standards. Upon CITY's and OWNER's approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT and legal description of the property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to CITY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to CITY, in its sole discretion, these shall be treated as Title Defects. CITY may in its sole discretion, treat these as "Exceptions," as defined herein.

11. **Inspection.** CITY and its architects, engineers and other agents shall have a period of ninety (90) days following the effective date of this AGREEMENT (the "Inspection Period") within which to undertake such physical inspections and other investigations, if any, concerning the Subject Property as may be necessary in order to evaluate the physical characteristics of the Subject Property, as well as such other matters as shall be deemed by CITY to be necessary in order for CITY to evaluate the Subject Property and determine the feasibility of the CITY'S purchase of the same. For such purpose, OWNER hereby grants to CITY and its agents or assigns full right of entry upon the Subject Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. It is further expressly provided that the CITY as a condition to the exercise of this right of entry, be deemed to have agreed, and does hereby agree to the extent provided in Section 768.28, Florida Statutes, to indemnify and save and hold OWNER harmless from and against any and all loss which may be occasioned, by reason of the exercise of such right of entry and that such indemnification shall expressly survive the closing of the sale and purchase of the Subject Property contemplated by this AGREEMENT or the earlier termination hereof. During the Inspection Period, CITY may obtain an environmental assessment of the Subject Property on the terms and conditions set forth in the Environmental Due Diligence Contingency attached hereto as Exhibit "A" and incorporated herein by this reference as a material part of this AGREEMENT.
12. Unacceptability of Inspections. In the event that the results of the inspections, investigations, reviews, appraisals, and/or feasibility studies conducted pursuant to this AGREEMENT are deemed unacceptable to CITY for any reason whatsoever, and CITY so notifies OWNER of the fact on or before the expiration of the Inspection Period, then this AGREEMENT may thereupon be terminated, null and void, end be of no further force and effect and all parties shall therefore be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this AGREEMENT.

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Project: Yothers Road Donation
Parcel: 30-20-28-0484-00-160 &
06-21-28-7172-15-010

THIS AGREEMENT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between OWNER and CITY, made with respect to the matters herein contained, and when duly executed constitute the AGREEMENT between OWNER and CITY. No additions, alterations, or variations to the terms of this AGREEMENT shall be valid, nor can provisions of this AGREEMENT be waived by either party unless expressly set forth in writing and duly signed.

The parties hereto have executed this AGREEMENT on the date(s) written below.

OWNER:

Trustee of Lester Road Land Trust
And
Trustee of County Road 437 Land Trust

By: 
Daryl M. Carter
Printed Name

Owner
Title

Date: 02 / 22 / 2016

(Corporate Seal)

CITY:

City of Apopka

By: _____
Joseph E. Kilsheimer, Mayor

Date: _____

EXHIBIT "A"

ENVIRONMENTAL DUE DILIGENCE CONTINGENCY

- I. The City of Apopka may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of the City's own professional staff, (the "Consultants"), within ninety (90) days from contract effective date. Such Environmental Survey may Include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

(I) contamination of the "Property" (which term shall hereinafter be deemed to Include any buildings or

structures located thereon) by hazardous materials;

(II) apparent violation of environmental requirements upon or associated with activities upon the Property

(III) the presence or any endangered or threatened species or plant life on the Property;

(IV) whether the Property has any historical or archeological significance;

(V) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

The Environmental Survey may include without limitation, the results of:

- (a) a site Inspection;
- (b) Interviews of present occupants of the Property;
- (c) a review of public records concerning the Property and other properties in the vicinity of the Property;
- (d) a review of aerial photographs of the Property and other evidence of historic land uses;
- (e) soil and/or ground water testing and/or analysis;
- (f) asbestos testing and/or analysis;
- (g) testing and/or analysis of any other apparently applicable environmental hazard or condition;
- (h) building Inspection

The Environmental Survey shall Include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.



Project: Yothers Road Donation
Parcel: 30-20-28-0484-00-160 &
06-21-28-7172-15-010

- II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Owner which do not Impede the performance or the Environmental Survey. The consultants are hereby authorized to enter upon the Property for such purpose and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.
- III. Owner will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for Owner, or furnished to Owner, or its agents, or consultants, and OWNER will make available to the Consultants any persons known to have knowledge or such matters. City of Apopka shall hold the Environmental Survey and any written materials furnished to it by OWNER confidential except as required by law.
- IV. If the Environmental Survey reveals any Environmental Exception, or if the other testing reveals any condition to the property which the CITY deems to require further evaluation, then, this donation agreement is automatically extended an additional ninety (90) days for further testing. If the environmental survey or testing results are unacceptable to the City of Apopka, then, the donation agreement shall be terminated upon notice to OWNER or such unacceptablility with no party to this donation agreement having any further liability to any other.



Exhibit "B"

Description of "Right-of-Way"

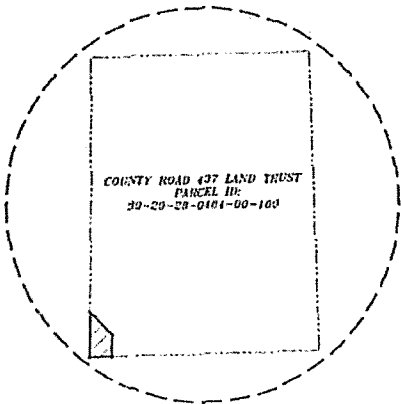
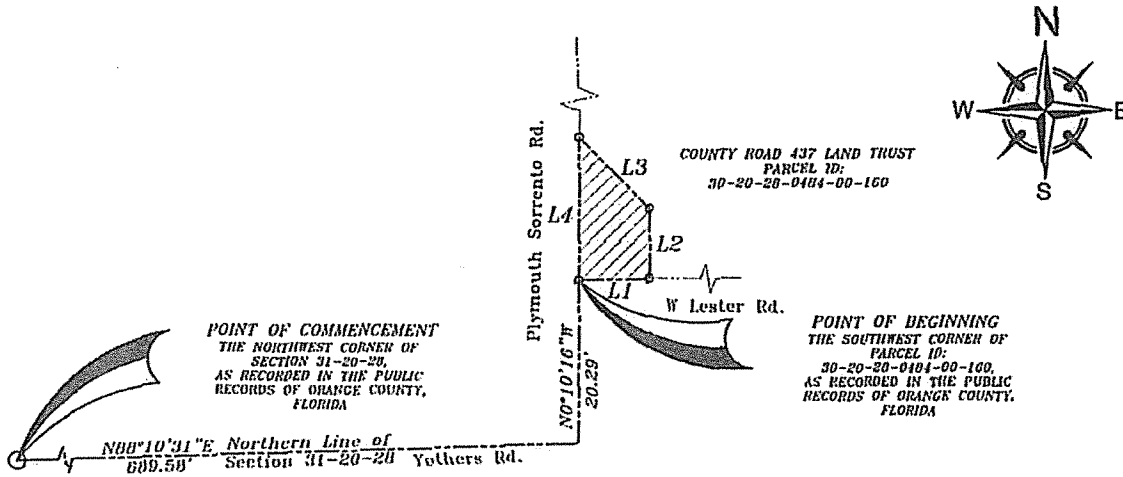
Parcel ID: 30-20-28-0484-00-160

Owner: County Road 437 Land Trust

A portion of Parcel ID: 30-20-28-0484-00-160 as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Section 31-20-28, as recorded in the Public Records of Orange County, Florida; thence North $88^{\circ}10'31''$ East, a distance of 689.58 feet along the Northern line of said Section; thence North $0^{\circ}10'16''$ West, a distance of 20.29 feet along the line perpendicular to the the said Northern line; said point being the POINT OF BEGINNING; thence North $88^{\circ}10'31''$ East, a distance of 15.01 feet; thence North $0^{\circ}10'16''$ West, a distance of 14.55 feet; thence North $45^{\circ}00'00''$ West, a distance of 21.28 feet; thence South $0^{\circ}10'16''$ East, a distance of 30.07 feet.

Containing 334.61 square feet, (0.008-acres) more or less.



L1	N $88^{\circ}10'31''$ E	15.01'
L2	N $0^{\circ}10'16''$ W	14.55'
L3	N $45^{\circ}00'00''$ W	21.28'
L4	S $0^{\circ}10'16''$ E	30.07'

Exhibit "C"

Description of "Right-of-Way"

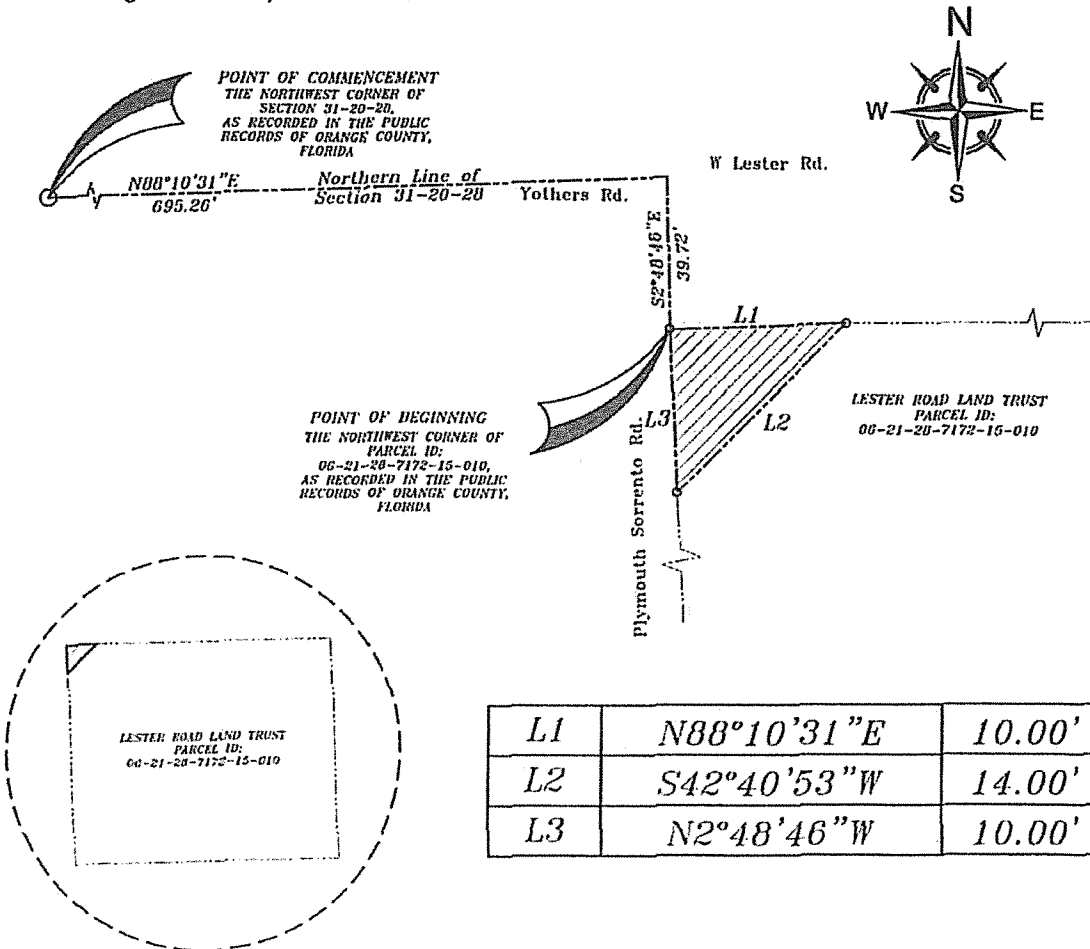
Parcel ID: 06-21-28-7172-15-010

Owner: Lester Road Land Trust

A portion of Parcel ID: 06-21-28-7172-15-010 as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Section 31-20-28, as recorded in the Public Records of Orange County, Florida; thence North $88^{\circ}10'31''$ East, a distance of 695.26 feet along the Northern line of said Section; thence South $2^{\circ}48'46''$ East, a distance of 39.72 feet along the line perpendicular to the the said Northern line; said point being the POINT OF BEGINNING; thence North $88^{\circ}10'31''$ East, a distance of 10.00 feet; thence South $42^{\circ}40'53''$ West, a distance of 14.00 feet; thence North $2^{\circ}48'46''$ West, a distance of 10.00 feet.

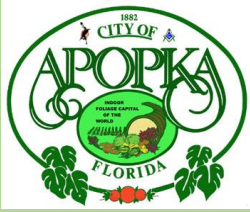
Containing 50.00 square feet, (0.001-acres) more or less.



L1	N $88^{\circ}10'31''$ E	10.00'
L2	S $42^{\circ}40'53''$ W	14.00'
L3	N $2^{\circ}48'46''$ W	10.00'

Backup material for agenda item:

2. NRPA "Walk With Ease" Grant - Acceptance agreement and funding. Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Appropriations/Donations/Grants

MEETING OF: March 02, 2016
 FROM: Administration
 EXHIBITS: NRPA WWE Agreement

SUBJECT: WALK WITH EASE GRANT

Request: ACCEPTANCE OF THE GRANT AWARD FOR WALK WITH EASE

SUMMARY:

Walk With Ease (WWE) was developed by the Arthritis Foundation to help people, with or without arthritis, to form safe and successful walking groups. The National Recreation and Park Association and the National Association of Chronic Disease Directors (NACDD), along with support from the CDC, have granted the City of Apopka \$4000 to implement the WWE program (no matching funds from the City are required).

The City of Apopka is expected to:

- Implement the WWE program
- Advertise the program and engage a total of 100 Apopka residents to sign-up and participate.
- Train at least two instructors in WWE through the online training course
- Allocate a portion of grant funds toward purchasing participant materials
- Submit quarterly reports
- Participate in conference calls, as requested

Program Implementation:

- The Recreation Department will form walking groups at the following locations:
 - Alonzo Williams Park
 - Fran Carlton Center
 - Northwest Recreation Complex
- Three Recreation staff members will complete the online training course & implement the program.
- Staff directed sessions will begin in April & October 2016
 - Six week class sessions
 - Three times per week
 - Thirty minutes per session
 - 12 to 20 individuals per class
- Participants will receive FREE Walk With Ease Manuals, snacks, and t-shirts.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the City Administrator to execute the grant agreement with the National Recreation and Parks Association.

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief



National Recreation and Park Association

February 8, 2016

City of Apopka
120 E. Main St.
Apopka, FL 32703
Attn: Glenn Irby

The National Recreation and Park Association (NRPA) is pleased to inform you that City of Apopka has been selected as one of 10 grantees to receive the Walk With Ease grant opportunity. You will receive a grant in the amount of \$4,000. The grant period will commence upon execution of this agreement and end November 30, 2016.

This grant opportunity is the result of a partnership between NRPA, the National Association of Chronic Disease Directors (NACDD) and the Centers for Disease Control and Prevention (CDC) to increase the number of participants engaging in the Walk With Ease (WWE) program at local park and recreation agencies.

Over the course of the grant period City of Apopka is expected to:

- Implement the WWE program at your local park and recreation agency, including holding at least four in-person class sessions and engaging a total of at least 100 participants in your classes
- Train at least two instructors in WWE through the online training course
- Allocate a portion of grant funds toward purchasing participant materials
- Submit quarterly reports that include the following information (a template will be furnished by NRPA)
 - Number of unique participants per class
 - Number of total participants
 - Program description – dates, times, and frequency of the class
 - Instructor Information
- Participate in conference calls, as requested

Termination for Cause: Either party shall have the right to terminate this MOU for cause if the other party (i) materially breaches its obligations and agreements hereunder, or (ii) commits and/or demonstrates gross neglect in the conduct of its duties hereunder. In addition, NRPA retains the right to terminate this MOU, upon written notice, if it determines that continued affiliation with your agency is inconsistent with its mission and/or adversely affects its reputation. In order to terminate this MOU for cause, and as a condition to exercising such right to terminate for cause, a party shall give the other party thirty (30) days' prior written notice of such intention to terminate, specifying in detail the grounds or reasons for such termination for cause. Following any notice of termination for cause, the receiving party shall be permitted a reasonable opportunity to cure such claimed cause to the reasonable satisfaction of the other party.



National Recreation and Park Association

Please acknowledge your agreement to the terms above by signing below. Upon receipt of this signed form, a check will be issued for your grant funds.

Name of Agency

Primary Point of Contact

Signature

Email for Primary Contact

Printed Name

Telephone for Primary Contact

EIN Number

Once signed, please scan and send to Colleen Pittard, Partnership Manager at cpittard@nrpa.org. Please do not hesitate to contact Colleen directly at 703.858.4741 should you have any questions.

Sincerely,

Rebecca Wickline

Rebecca Wickline
Vice President, Business Development

Backup material for agenda item:

1. Final Development Plan - Wekiva Riverwalk Daycare Center

David Moon



CITY OF APOPKA CITY COUNCIL

<u> X </u> PUBLIC HEARING	MEETING OF:	March 2, 2016
<u> </u> ANNEXATION	FROM:	Community Development
<u> </u> PLAT APPROVAL	EXHIBITS:	Vicinity/Aerial Maps
<u> X </u> OTHER: Final Development Plan		Site/Landscape Plans
		Building Elevations
		Waiver Request Letter

PROJECT: FINAL DEVELOPMENT PLAN - WEKIVA RIVERWALK DAYCARE

Request: APPROVE THE FINAL DEVELOPMENT PLAN FOR WEKIVA RIVERWALK DAYCARE BUILDING AND WAIVER REQUEST.

SUMMARY:

OWNER/APPLICANT: Woolbright Wekiva, LLC.

ENGINEER: Harris Civil Engineers, LLC c/o David W. Taylor, P.E.

ARCHITECT: ARC3 Architecture

LOCATION: 2121 East Semoran Boulevard

PARCEL ID #: 12-21-28-9093-00-010 (Lot 1)

LAND USE: Commercial

ZONING: C-1

EXISTING USE: Retail Shopping Plaza (Retention Pond)

PROPOSED USE: Daycare

TRACT SIZE: 4.19 +/- acres

OVERALL DEVELOPMENT SIZE: 24.74 +/- acres

BUILDING SIZE: 10,000 sq. ft. – Daycare Center w/ Playground

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Ser. Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Dev. Director	Police Chief	

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Office	R-1	Single Family Residential
East (County)	Low Density Residential	R-1	Single Family Residential
South (City)	Commercial	C-1	Retail Shopping Plaza
West (City)	Commercial	C-1	Retention

ADDITIONAL COMMENTS: The Wekiva Riverwalk Daycare Building - Final Development Plan proposes a 10,000 square feet daycare facility with a 5,000 square feet playground. The proposed daycare facility will be located in the rear of the shopping plaza at the Northeast corner of the site adjacent to Wekiva Spring Road; within a portion of an existing retention pond.

PARKING: A total of 51 parking spaces are provided (34 required by code) of which two (2) are reserved as handicapped parking spaces.

ACCESS: Access to the site is provided by an existing driveway cut along Wekiva Springs Road.

EXTERIOR ELEVATIONS: Staff has found the proposed building elevations to be in accordance with the City's Development Design Guidelines.

STORMWATER: Stormwater run-off and drainage will be accommodated by an on-site stormwater drainage system. The stormwater management system is designed according to standards set forth in the Land Development Code.

BUFFER/TREE PROGRAM: The applicant has provided a detailed landscape and irrigation plan for the property. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069.

WAIVER REQUEST:

1. The applicant is requesting a waiver to LDC Section 6.03.02 which requires a designated, covered drop-off and pick-up area for the students.

Request: The applicant is requesting to eliminate the designated drop off area,

Justification: As a security measure, parents or guardians are required by the day care provider to bring the child inside the building and sign them in a registrar. However, based on the City's Land Development Code, day cares locating inside an existing commercial building or tenant space within a shopping plaza are not required to have a covered drop-off and pick-up area for patrons, even though location within the commercial space is considered a change of use.

DRC recommendation-- DRC supports this waiver request.

PUBLIC HEARING SCHEDULE:

February 9, 2016 - Planning Commission (5:30 pm)

March 2, 2016 - City Council (1:30 pm)

RECOMMENDED ACTION:

The **Development Review Committee** recommends the approval of the Wekiva Riverwalk Daycare Building - Final Development Plan and to approve the waiver of LDC Section 6.03.02 which requires a designated, covered drop-off and pick-up area for the students.

The **Planning Commission**, at its February 6, 2016, meeting, recommended approval (5-0) of the Final Development Plan; and recommended approval (5-0) of the waiver of LDC Section 6.03.02 which requires a designated, covered drop-off and pick-up area for the students for Wekiva Riverwalk Daycare Building owned by Woolbright Wekiva, LLC, subject to the findings of this staff report. (Note: Andrew Hand, City Attorney, directed the Planning Commission to modify their motion to recommend approval of the Wekiva Riverwalk Day Care Final Development Plan by including that the plan is consistent with the City of Apopka Comprehensive Plan.)

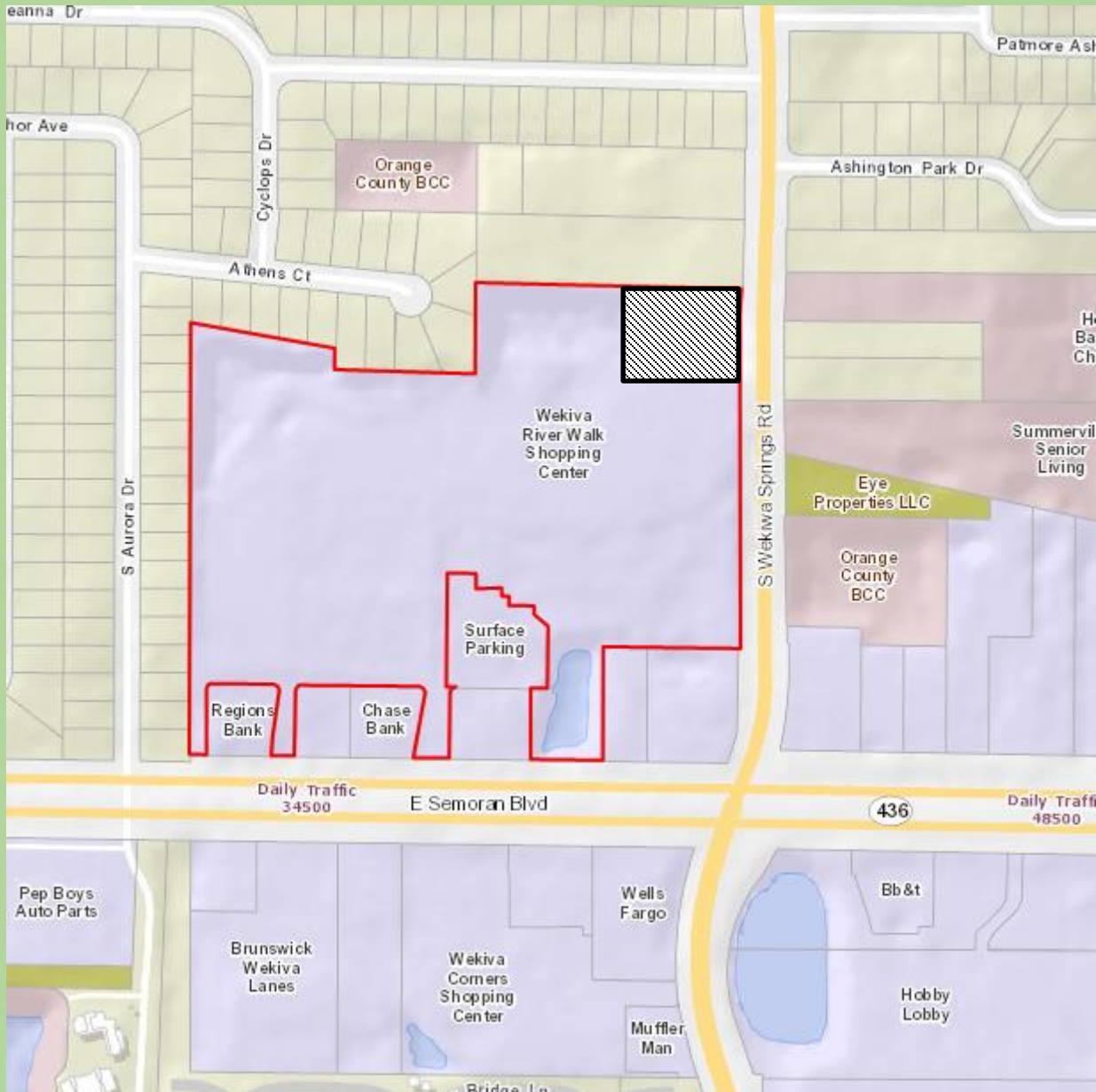
Approve the Final Development Plan for Wekiva Riverwalk Daycare Building and issue the Final Development Order.

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

Application: Final Development Plan
Owner/Applicant: Woolbright Wekiva, LLC
Engineer: Harris Civil Engineers, LLC, c/o David W. Taylor, P.E.
Architect: ARC3 Architecture
Parcel I.D. No: 12-21-28-9093-00-010
Location: 2121 East Semoran Boulevard
Acres: 4.19 +/-



VICINITY MAP



Application: Final Development Plan
Owner/Applicant: Woolbright Wekiva, LLC
Engineer: Harris Civil Engineers, LLC, c/o David W. Taylor, P.E.
Architect: ARC3 Architecture
Parcel I.D. No: 12-21-28-9093-00-010
Location: 2121 East Semoran Boulevard
Acres: 4.19 +/-



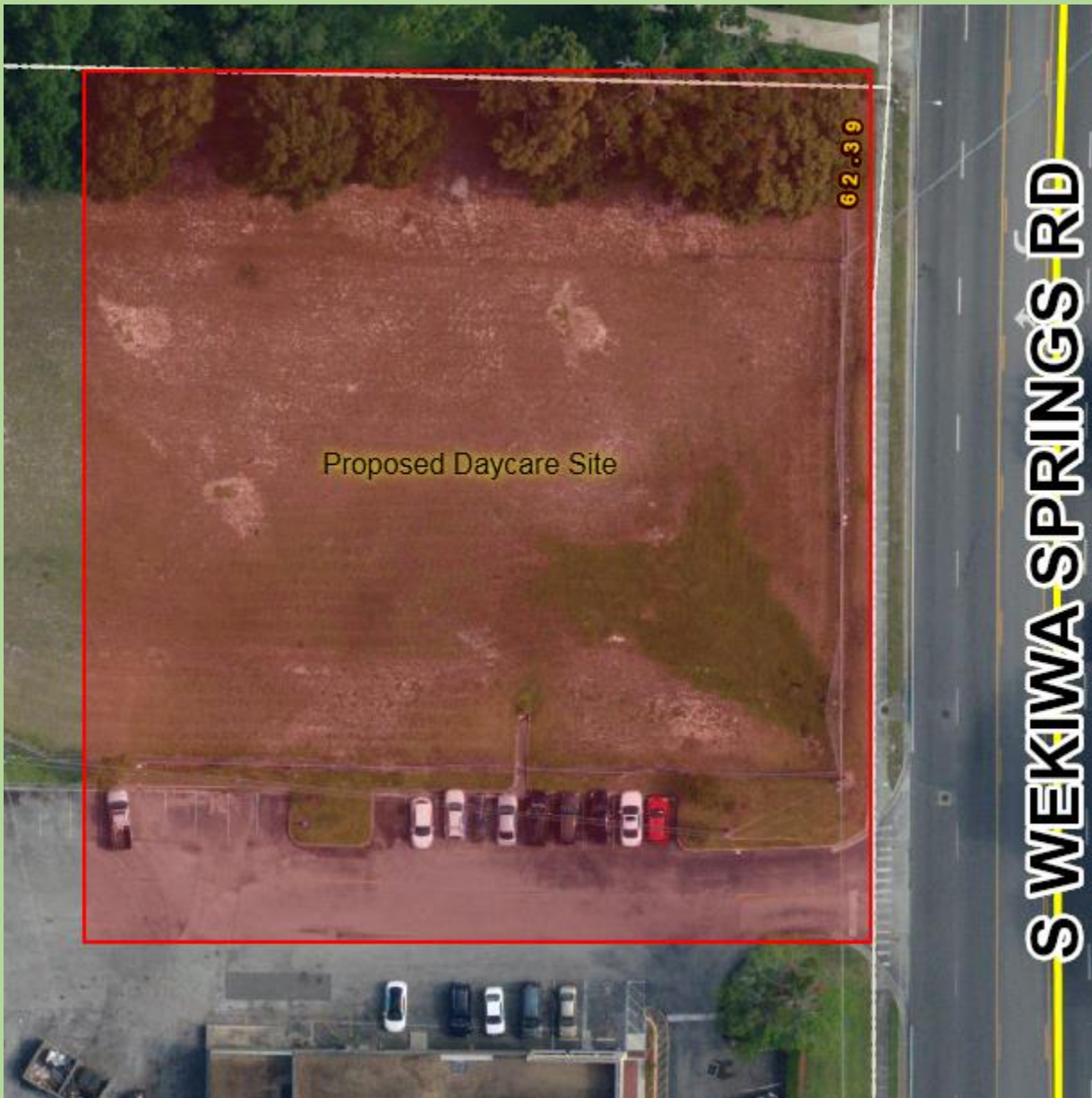
AERIAL MAP



Application: Final Development Plan
Owner/Applicant: Woolbright Wekiva, LLC
Engineer: Harris Civil Engineers, LLC c/o David W. Taylor, P.E.
Architect: ARC3 Architecture
Parcel I.D. No: 12-21-28-9093-00-010
Location: 2121 East Semoran Boulevard
Acres: 4.19 +/-



AERIAL SITE MAP



FINAL DEVELOPMENT PLANS FOR WEKIVA RIVERWALK DAYCARE BUILDING

LOT 1 - PARCEL ID NO. 12-21-28-9093-00-010

CITY OF APOPKA, FLORIDA
SUBMITTED: JANUARY 14, 2016

PARCEL LOCATION MAP



PROJECT LOCATION MAP



PREPARED FOR:
WOOLBRIGHT WEKIVA LLC.
2240 NW 19TH STREET, SUITE 801
BOCA RATON, FLORIDA 32432
561-989-2240

PREPARED BY:
HARRIS
HARRIS CIVIL ENGINEERS, LLC

SHEET INDEX:

SHEET NUMBER	SHEET TITLE
C-000	COVER SHEET
C-MDP	OVERALL MASTER DEVELOPMENT PLAN
C-001	GENERAL NOTES
C-002	LIMITS OF WORK PLAN (DAYCARE)
C-090	DEMOLITION AND EC PLAN
C-091	DEMOLITION AND EC PLAN
C-092	DEMOLITION AND EC PLAN
C-100	DAYCARE SITE SITE PLAN
C-101	GEOMETRY PLAN
C-102	GEOMETRY PLAN
C-200	GRADING PLAN
C-201	GRADING PLAN
C-202	GRADING PLAN
C-203	GRADING PLAN
C-300	UTILITY PLAN
C-400	DETAILS
C-401	DETAILS
C-402	DETAILS
C-403	DETAILS
C-404	DETAILS
LA-1	LANDSCAPE SITE PLAN
LA-2	IRRIGATION SITE PLAN
LA-3	LANDSCAPE SPECS & DETAILS
LA-4	IRRIGATION SPECS & DETAILS
A1.1	FLOOR PLAN TOPOGRAPHIC SURVEY PHOTOMETRIC PLAN

PARCEL ID NUMBER	12-21-28-9093-00-010
ADDRESS	2121 East Semoran Blvd Apopka, Florida 32703
FUTURE LAND USE	1600 - COMMUNITY SHOPPING
ZONING	C-1
ADJACENT LAND USE	North: R East: C-1 South: C-1 West: R/C-1
ADJACENT ZONING	North: R East: C-1 South: C-1 West: R/C-1
ADREAGE/SQUARE FOOTAGE	Acres: 24.74 Parcel S.F.: 1,236,631.98 Building S.F.: 224,200
BUILDING HEIGHT	Max: 35'
FLOOR AREA RATIO	Max: 0.25 Actual: 0.234
BUILDING SETBACKS	Proposed: Front: 50' Side: 10' Rear: 30' Corner: 30' Required: Front: 50' Side: 10' Rear: 30' Corner: 30'
PARKING SPACES	Proposed: 1,273 Required: 1,245*

ACREAGE/SQUARE FOOTAGE	Acres: S.F.
TOTAL AFFECTED AREA	4.19 182,516.40
MAIN SITE	1.18 51,407.03
POND 1	1.48 64,671.96
POND 2	1.53 66,437.41
BUILDING HEIGHT	Proposed: 23.16' Max: 35'
LANDSCAPE BUFFER	Required: 15' Min: >15' (see landscape plans)
SETBACK DATA	Required: Provided:
FRONT TO PROPERTY LINE	10' 27.12'
FRONT TO ROAD CENTER LINE	50' 76.83'
SIDE	10' 492.09'
REAR	30' 30.67'
NUMBER OF EMPLOYEES	20
NUMBER OF STUDENTS	200
NON-STUDENT AREA COMMON SPACE	2,750 +/-
REQUIRED PARKING SPACES	Proposed: Methodology: STUDENTS 20 1 space for every 10 children (Maximum 200 students) OFFICE SPACE 14 5 spaces for each 1,000 sq. ft. of common space TOTAL 34
PROVIDED PARKING SPACES	50
HANDICAPPED PARKING SPACES	Required: 2 Provided: 2
SITE COVERAGE (DAY CARE PORTION)	S.F. Acres
BUILDING PERVIOUS	10,000 0.23
ROADWAY/SIDEWALK	17,242 0.40
SEMI-PERVIOUS	1,782 0.04
ROADWAY/SIDEWALK	22,363 0.51
HOURS OF OPERATION	7:00am - 6:00pm
WAIVER REQUEST	Yes: 1/See Table on Cover Sheet
VARIANCE REQUEST	No

UTILITY PROVIDERS
POTABLE WATER: ORANGE COUNTY
SANITARY SEWER: ORANGE COUNTY
ELECTRIC: DUKE ENERGY

LEGAL DESCRIPTION:

LOTS 1, 2, 4 AND 5, WEKIVA RIVER WALK REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGES 26 AND 27, OF THE PUBLIC RECORDS OF ORANGE COUNTY

VARIANCE/WAIVER TABLE

Code #	Code Requirement	(V/W)	Request	Justification
LDC 6.02.02	1 space for each 10 children plus a safe pickup and dropoff area equal to 1 space per 10 children.	Waiver	Request for no dedicated drop off area.	The way this center handles drop off in the parents meet park and physically walk their child into the day care building. Therefore, a drop off is not needed.

CONSTRUCTION DOCUMENTS

DATE: JANUARY 14, 2016
REV 1: JANUARY 25, 2016
REV 2: FEBRUARY 4, 2016
REV 3: FEBRUARY 10, 2016
HCE PROJECT No. 06388009
OCU PERMIT No. TBD

David W. Taylor, PE
FL Licence No. 60928

HARRIS

Harris Civil Engineers, LLC

1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803

Phone: (407) 629-4777
(800) 595-8185
Fax: (407) 629-7888

www.harrisengineers.com
EB 9814

WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
AND DAYCARE BUILDING
EAST SEMORAN BLVD.
APOPKA, FL 32709

Revisions:

No.	Date	Description
1	12/22/2016	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS
2	12/22/2016	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS NO. 2
3	12/22/2016	HAIR CHANGES FOR FINAL REV PLAN APPROVAL
4	12/22/2016	HAIR CHANGES FOR FINAL REV PLAN APPROVAL

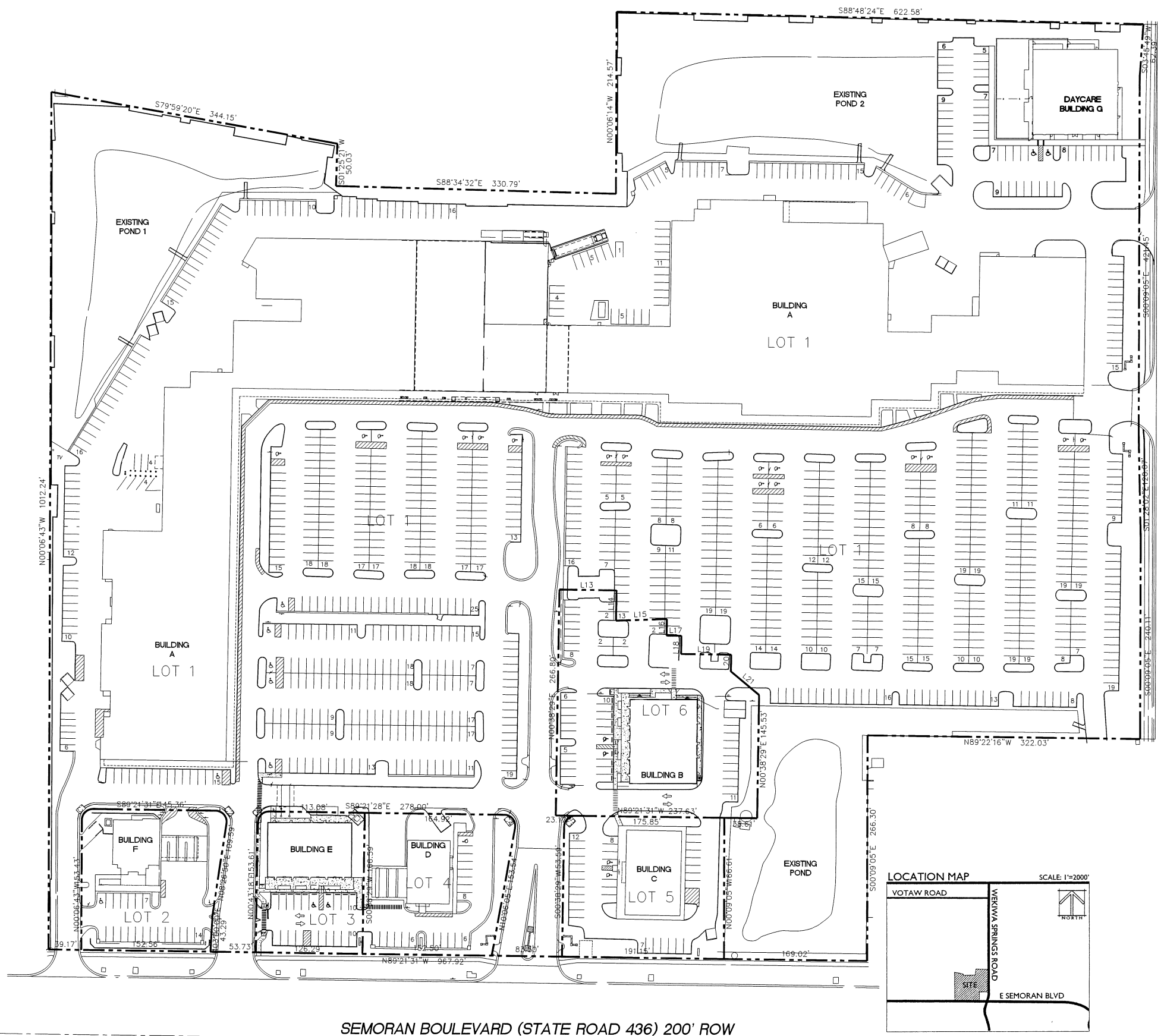
FINAL DEVELOPMENT PLANS
COVER SHEET

Scale: NTS
Date: 02-03-16
Project No: 06388009
Design: DWT
Drawn: MG
Checked: DWT

Release:
FINAL DEVELOPMENT PLANS

C-000

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PROJECT DATA

OVERALL PARCEL DATA TABLE			
PARCEL ID NUMBER	12-21-28-9093-00-010		
ADDRESS:	2121 East Semoran Blvd. Apopka, Florida 32703		
FUTURE LAND USE	1600 - COMMUNITY SHOPPING		
ZONING	C-1		
ADJACENT LAND USE	North: R	East: C-1	South: C-1 West: R/C-1
ADJACENT ZONING	North: R	East: C-1	South: C-1 West: R/C-1
ACREAGE/SQUARE FOOTAGE	Acres: 24.74	Parcel S.F. 1,236,651.98	Building S.F. 224,200
BUILDING HEIGHT	Max : 35'		
FLOOR AREA RATIO	Max : 0.25 Actual: 0.234		
BUILDING SETBACKS	Existing: Front: 50' Side: 10' Rear: 30' Corner: Required: Front: 50' Side: 10' Rear: 30' Corner:		

BUILDING DATA	SQ. FT.
BUILDING A	214,200
BUILDING B	8,000
BUILDING C	6,520
BUILDING D	3,750
BUILDING E	6,500
BUILDING F	3,290
DAYCARE BUILDING G	10,000
TOTAL CENTER	252,260

PARKING DATA

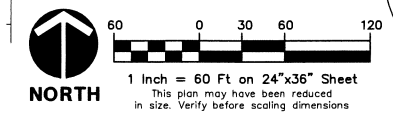
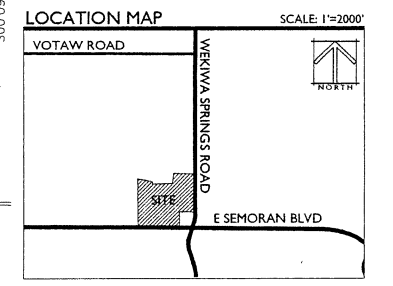
TOTAL SPACES REQUIRED -	1,245
MAIN CENTER -	1,211
DAY CARE SITE (BY STUDENT) -	20
(1 SPACE FOR EVERY 10 STUDENTS - MAXIMUM OF 200 STUDENTS)	
DAY CARE SITE (BY OFFICE SPACE) -	14
(2,750 SF/1,000 SF X 5 SPACES)	
TOTAL SPACES PROVIDED -	1,273
PARKING SURPLUS -	+ 28 SPACES

CURVE CHART

NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°45'12"	13.00'	20.59'	S45°15'53"W	18.51'
C2	97°47'47"	13.00'	22.19'	N40°28'37"W	19.59'
C3	89°55'11"	13.00'	20.40'	S45°40'53"W	18.37'
C4	99°26'03"	13.00'	22.56'	N39°36'34"W	19.83'
C5	89°59'41"	13.00'	20.42'	S45°37'15"W	18.38'

LINE CHART

L1	N57°00'00"W	65.00'
L2	S49°00'00"W	70.00'
L3	N90°00'00"W	38.13'
L4	S00°00'00"W	10.00'
L5	N90°00'00"E	41.87'
L6	N49°00'00"E	70.00'
L7	S57°00'00"E	65.00'
L8	N00°09'05"W	10.00'
L9	S58°02'55"E	10.00'
L10	N89°23'10"W	10.00'
L11	S89°22'16"E	48.00'
L12	S88°48'24"E	46.50'
L13	S89°21'31"E	67.26'
L14	S00°38'29"W	35.67'
L15	N88°04'27"E	60.08'
L16	S00°38'29"W	19.54'
L17	S89°21'31"E	17.44'
L18	S00°38'29"W	21.50'
L19	S89°21'31"E	59.14'
L20	S00°38'29"W	19.75'
L21	S50°11'48"E	43.55'



David W. Taylor, PE
Fl. Licence No. 60928

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www.harrisengineers.com
EB 9814

**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
AND DAYCARE BUILDING**
EAST SEMORAN BLVD.
APOPKA, FL 32703

Revisions:

No.	Date	Description

FINAL DEVELOPMENT PLANS
OVERALL MASTER DEVELOPMENT PLAN
Scale: 1" = 60'
Date: 01-14-16
Project No: 06388009
Design: DWT
Drawn: MG
Checked: DWT

Release:
FINAL DEVELOPMENT PLANS

C-MDP

WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
AND DAYCARE BUILDING
EAST SEMORAN BLVD.
APOPKA, FL 32709

DRC REQUIRED NOTES

1. THE FINAL DEVELOPMENT PLANS AT A MINIMUM SHALL ADDRESS THE INFORMATION REQUIRED UNDER SECTION 12.02.04 OF THE APOPKA LAND DEVELOPMENT CODE.
2. NO MONUMENT SIGNS WILL BE ALLOWED FOR THE PROPOSED DAYCARE.
3. THE AGGREGATE AREA FOR A WALL SIGN SHALL NOT EXCEED TWO SQUARE FEET IN AREA FOR EACH SIDE OF FRONTAGE BUILDING DISPLAYING SIGNS. PROVIDING THE BUILDING SHALL NOT DISPLAY MORE THAN FOUR WALL SIGNS. IN NO CASE SHALL THERE BE MORE THAN TWO SIGNS AFFIXED ON EACH BUILDING WALL. FURTHER, THE TOTAL SQUARE FOOTAGE OF WALL SIGNS ALLOWED SHALL NOT EXCEED 200 SQUARE FEET AND ANY INDIVIDUAL WALL SIGN SHALL NOT EXCEED 100 SQUARE FEET.
4. LIGHT POLE FIXTURE CANNOT EXCEED THE HEIGHT OF THE BUILDING.
5. 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. LUMENS EXCEED 1.0 BEYOND THE PROPERTY LINE.
6. LIGHT POLE FOOTERS CANNOT BE EXPOSED ABOVE FINISHED GRADE.
7. LIGHT POLES ARE TO BE A MINIMUM OF TWO FEET TO THE FACE OF THE POLE FROM ANY EDGE OF PAVEMENT OR BACK OF CURB.
8. ALL FIRE ACCESS ROADWAYS, WATER LINE INFRASTRUCTURE AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.
9. CONTRACTOR SHALL FOLLOW FLORIDA STATUTE §33.027 CONCERNING LIGHT FRAME TRUSS CONSTRUCTION.
10. THESE PLANS ARE MEANT TO BE IN COMPLIANCE WITH CURRENT NFPA AND FLORIDA FIRE PREVENTION CODES. IF THE CONTRACTOR OR ANY SUB-CONTRACTORS OBSERVE A NON-COMPLIANT DESIGN ELEMENTS IN THESE PLANS, THEY SHALL IMMEDIATELY NOTIFY THE ARCHITECT, ENGINEER(S) AND OWNER.

ST JOHN'S WATER MANAGEMENT DISTRICT
PERMIT AND ASSOCIATED DOCUMENTS
AVAILABLE UPON REQUEST.
PERMIT NO. 20567-4
NOVEMBER 09, 2015

PAVING AND GRADING NOTES

12. THE CONTRACTOR SHALL PROVIDE FLAGMAN AND OTHER TRAFFIC MEASURES NECESSARY TO PROTECT AND FACILITATE TRAFFIC MOVEMENT DURING CONSTRUCTION.
13. TRAFFIC SIGHTED MARKINGS
A. ALL DRIVEWAYS EXISTING ONTO ANY PUBLIC OR PRIVATE STREET MUST HAVE A TRAFFIC CONTROL DEVICE (30" STOP SIGN MOUNTED 7' ABOVE THE PEDESTRIAN VEHICLE TRAVEL WAY (MEASURED FROM BOTTOM OF SIGN) AND THROUGHOUT THE SITE AS NECESSARY FOR SAFETY).
B. ALL SIGN INSTALLATIONS SHALL COMPLY WITH SIZE, LOCATION AND HEIGHT (7') AS OUTLINED IN THE "MANUAL".
C. PAVEMENT MARKINGS - GENERAL PRINCIPLES:
1. PARKING LOT PAVEMENT MARKINGS SHALL BE WHITE (DIRECTIONAL ARROWS, STOP BARS, LINES DESIGNATING PARKING SPACES).
2. PAVEMENT MARKINGS ON TRAFFIC AISLES, PRIVATE STREETS OR PUBLIC STREETS SHALL BE YELLOW UNLESS OTHERWISE SPECIFIED.
a. WHITE LINES DELINEATE THE SEPARATION OF TRAFFIC FLOWS IN THE SAME DIRECTION (AT DRIVEWAYS, WITHIN DRIVING AISLES AND ON STREETS).
b. YELLOW LINES DELINEATE THE SEPARATION OF TRAFFIC IN THE OPPOSITE DIRECTIONS (AT DRIVEWAYS, WITHIN DRIVING AISLES AND ON STREETS).
D. ALL HANDICAPPED PARKING SPACES MUST BE LEGALLY SIGNED WITH ONE REGULATION HANDICAP SIGN AND ONE BLUE PAVEMENT MARKING SYMBOL PER SPACE AND BLUE PARKING SPACE LINE ON EACH SIDE OF PARKING SPACE.
E. A 24" STOP BAR SHALL BE PROVIDED AT ALL POINTS OF EGRESS IN CONFORMANCE WITH FOOT #17346, DRAWING #3 OF "TRAFFIC CONTROL MARKINGS AND DIVIDING LINES SHALL BE IN CONFORMANCE WITH FOOT #17346, DRAWING 1 OF 8.
F. ARROWS AND DIVIDING LINES SHALL BE IN CONFORMANCE WITH FOOT #17346, DRAWING 1 OF 8.
14. SITE LIGHTING AND ELECTRICAL DESIGNED BY OTHERS.

OCU GENERAL NOTES:

- ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL. APPENDIX A DATE: February 11, 2011 FIGURE GN
1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS, AND RECLAIMED WATER MAINS. MAIN LOCATIONS SHALL NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
 2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCU DISPATCH OPERATOR (407-836-2777) AND THE OCU INSPECTOR.
 3. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION DIVISION AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT BY CALLING (407) 254-9798.
 4. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION DIVISION AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION 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 TIMELY MANNER, AS DETERMINED BY OCU, OCU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIRS.
 8. THE CONTRACTOR SHALL ADJUST ALL EXISTING OCU MAINS AND FACILITIES IN COMPLIANCE WITH NEW GRADING. THE CONTRACTOR SHALL COORDINATE PRE-APPLICATION IMPROVEMENTS. OCU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
 9. ONLY OCU SHALL OPERATE OCU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE OCU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY OCU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
 10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPLICATION INTERRUPTIONS OF SERVICE WITH THE OCU INSPECTOR 7 WORKING DAYS IN ADVANCE.
 11. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND/OR HAULING WASTEWATER DURING APPROVED INTERRUPTIONS OF WASTEWATER FLOWS AND CONNECTIONS. THE CONTRACTOR SHALL SUBMIT A BYPASS PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER TO OCU DEVELOPMENT ENGINEERING FOR APPROVAL PRIOR TO IMPLEMENTATION BY CONTRACTOR.
 12. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY OCU. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP 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 CALCIBRATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCEMAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
 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. STOCK OF PIPE). ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
 15. FOR NON-PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY OCU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

OCU NOTES:

- Information: Please refer to the 2011 OCU Standards and Construction Specifications Manual for OCU design requirements, specifications, and standard details. A digital copy of the 2011 OCU Manual can be downloaded from our website. Go to www.ocu.net and use the "Search Our Site" feature to search for "Utilities Manual".
- Prior to initiating construction, contact the OCU Construction department at (407) 254-9798 to schedule a preconstruction meeting. The preconstruction meeting cannot be held until the stamped plans are released by the building department. Construction shall not be permitted without an OCU preconstruction meeting and set of stamped plans located on the project site.
- Prior to initiating construction, contact the OCU Construction department at (407) 254-9798 to schedule a preconstruction meeting. The preconstruction meeting cannot be held until the stamped plans are released by the building department. Construction shall not be permitted without an OCU preconstruction meeting and set of stamped plans located on the project site.
- All utilities (including pump station if applicable) located outside public right-of-ways and public easements shall be privately owned and maintained.
- All existing utilities have been field verified at all points of connection to, and at all areas of conflict with OCU mains. (Refer to OCU Manual Section 2111.3.03.C.)

STANDARD SEWER AND WATER NOTES (CONT'D)

11. ALL POTABLE WATER MAINS SHALL BE PVC PIPE, UNLESS OTHERWISE NOTED. PVC PIPE FOR POTABLE WATER AND FIRE PROTECTION MAINS SHALL BE A MINIMUM OF PRESSURE CLASS 350. ALL PVC PIPE SHALL BE IN ACCORDANCE WITH AWWA C900. ALL FITTINGS SHALL BE DUCTILE IRON PRESSURE CLASS 350, MECHANICAL JOINT FITTINGS. RESTRAINED JOINTS SHALL BE PROVIDED AS SPECIFIED.
12. PLASTIC WATER SERVICE PIPING AND FITTINGS 1 THROUGH 2 INCHES SHALL CONFORM TO THE REQUIREMENTS OF AWWA C900 AND C910 (POLYETHYLENE TUBING). PVC SERVICE PIPING 2 INCHES THROUGH 3 INCHES MAY BE SDR 21.
13. UNDERGROUND FIRE LINES BEFORE THE POINT OF SERVICE (P.O.S.) FOR THE FIRE PROTECTION SYSTEM SHALL MEET NFPA 24 REQUIREMENTS, AND SHALL BE INSTALLED BY A STATE CERTIFIED FIRE PROTECTION CONTRACTOR. HYDROSTATIC TESTING OF FIRE PROTECTION MAINS SHALL BE PER NFPA REQUIREMENTS.
14. PVC GRAVITY SEWER FOUR (4) INCHES THROUGH (15) INCHES SHALL BE SDR 35. JOINTS SHALL BE INTEGRAL BELL ELASTOMERIC GASKET IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. ALL PVC SEWER SHALL BEAR THE "NSF-DW SEAL".
15. ALL UNDERGROUND UTILITY PIPING SHALL HAVE A MINIMUM OF (3) FEET OF COVER UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
16. JOINT DEFLECTIONS SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURERS RECOMMENDED MAXIMUM.
17. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION ACTIVITY FOR UTILITY LOCATION, DIG PERMITS, ELECTRICAL PERMITS, OR OTHER PERMITS AS APPLICABLE. THE CONTRACTOR IS TO COORDINATE FULLY WITH ALL UTILITY COMPANIES REGARDING THE EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
18. THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE DRAWINGS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND ARE SHOWN ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE OWNER OR ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. SHOULD EXISTING UTILITIES INTERFERE WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY AND OBTAIN GUIDANCE FROM THE ENGINEER AND OWNER REGARDING RELOCATION OF THE PROPOSED CONSTRUCTION OR EXISTING UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE AFFECTED UTILITY PROVIDERS AND TO MAKE THE ARRANGEMENTS FOR ANY RELOCATION OF EXISTING UTILITIES.
19. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER IN WRITING OF ANY DISCREPANCIES WHICH MAY MATERIALLY AFFECT THE WORK PRIOR TO STARTING CONSTRUCTION.
20. DURING CONSTRUCTION, ALL NEWLY PLACED WATER PIPING IS TO BE CAPPED TEMPORARILY WITH NEW GRADING. OPEN ENDS MUST BE CONTINUOUSLY PROTECTED AND RECLAIMED WATER SHOULD OPEN ENDS NOT BEING WORKED BE FOUND UNCAPPED. THE CONTRACTOR SHALL, AT NO ADDITIONAL COST TO THE OWNER, FLUSH THE WATER MAIN TO REMOVE ANY POTENTIAL SAND/SILT/DEBRIS FROM THE WATER MAIN TO SATISFACTION OF THE ENGINEER AND OWNER.
21. FIVE WORKING DAYS NOTICE WILL BE GIVEN TO THE ENGINEER OF RECORD, THE OWNER, AND THE ORANGE COUNTY UTILITIES INSPECTORS PRIOR TO TESTING ANY UTILITY SHOWN ON THESE PLANS.
22. ALL TRENCH EXCAVATION EXCEEDS 5 FEET IN DEPTH:
A. CONTRACTOR SHALL CONFORM TO OSHA 29, 29 CFR, SECTION 1926.650 WHICH PRELIMINARY DESIGN AND MATERIALS. ALL STAIRS SHALL BE INSTALLED IN ACCORDANCE WITH THIS LAW.
B. THE CONTRACTOR SHALL PROVIDE WRITTEN ASSURANCE OF COMPLIANCE WITH THIS LAW.
C. TRENCH SAFETY SYSTEM SHALL BE DESIGNED BY THE CONTRACTOR.
23. ALL DRAINAGE PIPING SHALL HAVE A MINIMUM OF EIGHTEEN (18) INCHES OF COVER FROM FINISH GRADES UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
24. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM TO F.D.E.P. STANDARD SPECIFICATIONS. ALL DRAINAGE STRUCTURES SHALL HAVE H-20 TRAFFIC BEARING GRATES OR COVERS.
25. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE.
26. DRAINAGE STRUCTURE TOP ELEVATION REFERS TO TOP OF FINISHED STRUCTURE, OR EDGE OF PAVEMENT FOR CURB INLETS.
27. STORM SEWER STRUCTURE DATA DENOTES TOP SECTION OF STRUCTURE. CONTRACTOR TO PROVIDE TYPE "J" OR "P" BOTTOM NECESSARY TO FACILITATE STORM SEWER PIPES.

PAVING AND GRADING NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA CONSTRUCTION DESIGN STANDARDS, ORANGE COUNTY STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND UTILITY CONSTRUCTION, LATEST EDITION, THE ORANGE COUNTY ENGINEERING STANDARDS MANUAL AND THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS STATED OTHERWISE IN THE SPECIFICATIONS OR ON THE PLANS. IN CASE OF CONFLICTS BETWEEN REFERENCED SPECIFICATIONS AS APPLICABLE TO THE HARRIS CIVIL ENGINEERING STANDARD DRAWINGS, THE ORANGE COUNTY ENGINEERING STANDARDS MANUAL SHALL GOVERN UNLESS OTHERWISE STATED IN THE PROJECT SPECIFICATIONS OR PLANS.
2. THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING IF ANY APPARENT DISCREPANCIES ARE FOUND.
3. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER AND THE PROJECT SPECIFICATIONS.
4. ALL PUBLIC R.O.W. AND OTHER SODDED AREAS WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE SOODED. SLOPES STEEPER THAN 5:1 SHALL BE SOODED. ALL OTHER DISTURBED AREAS ARE TO BE FERTILIZED, SEEDED, AND MULCHED UNLESS OTHERWISE NOTED. THESE AREAS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL A SATISFACTORY STAND OF GRASS IS ESTABLISHED AND RESPONSIBILITY IS ACCEPTED BY THE DEVELOPER/OWNER. MAINTENANCE RESPONSIBILITIES INCLUDE MOWING, TEMPORARY IRRIGATION, AND APPLICATION OF FERTILIZER.
5. ALL FILL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557), UNLESS OTHERWISE NOTED ON THE PLANS, IN THE SPECIFICATIONS, OR IN THE GEOTECHNICAL REPORT.
6. THE CONCRETE COMPRESSIVE STRENGTH FOR CURB AND GUTTER SHALL BE 3000 PSI AT 28 DAYS (FOOT CLASS II).
7. ROADWAY MARKINGS AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH FOOT INDEX #17346 AND ORANGE COUNTY STANDARDS. STRIPING SHALL BE COORDINATED WITH THE INSPECTORS.
8. A 72-HOUR OR THREE (3) WORKING DAYS NOTICE WILL BE GIVEN TO THE ENGINEER OF RECORD AND ORANGE COUNTY PRIOR TO TESTING ANY ROADWAY SHOWN ON THESE PLANS.
9. THE CONTRACTOR SHALL OBTAIN ANY LANE CLOSURE PERMITS REQUIRED FOR CONSTRUCTION FROM THE APPLICABLE JURISDICTION.
10. THE CONTRACTOR SHALL OBTAIN A RIGHT-OF-WAY UTILITIES PERMIT FROM THE APPLICABLE JURISDICTION FOR ALL CONSTRUCTION OPERATIONS WITHIN PUBLIC RIGHT-OF-WAY.
11. MAINTENANCE OF TRAFFIC SHALL CONFORM TO FDOT AND/OR ORANGE COUNTY STANDARDS. CONTRACTOR SHALL PROVIDE A DETAILED MAINTENANCE OF TRAFFIC PLAN ACCEPTABLE TO THE APPLICABLE AGENCY.

GEOMETRY NOTES (CONT'D)

5. THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING IF ANY APPARENT DISCREPANCIES ARE FOUND.
6. BUILDING CONTROL DIMENSIONS/COORDINATES ARE TO THE INTERSECTION OF COLUMN LINES NOTED.
7. PER ORANGE COUNTY & CONTRACT REQUIREMENTS, THE CONTRACTOR SHALL MAINTAIN A SET OF "AS-BUILT" PLANS (RECORD DRAWINGS), AS DEFINED BY FLORIDA STATUTES, ON SITE. AT THE END OF CONSTRUCTION, THE CONTRACTOR IS TO PROVIDE THE ENGINEER OF RECORD WITH AN "AS-BUILT" SURVEY OF ALL FACILITIES CONSTRUCTED UNDER THESE PLANS, INCLUDING BOTH HORIZONTAL AND VERTICAL MEASUREMENTS REFERENCED AND TIED TO AT LEAST TWO ORANGE COUNTY GEODETIC DATUM MONUMENTS AND/OR CERTIFIED SECTION CORNERS WHOSE CORNERS HAVE BEEN DETERMINED BY THE COUNTY-WIDE SURVEY PROJECT. A REGISTERED SURVEYOR SHALL CERTIFY AND SEAL EACH AS-BUILT PLAN STATING THAT "THESE AS-BUILT PLANS ACCURATELY DEPICT THE ACTUAL FACILITIES AS CONSTRUCTED". THE CONTRACTOR SHALL ALSO PROVIDE THE OWNER WITH THE AS-BUILT PLANS IN ELECTRONIC DIGITAL FORMAT-AUTOCAD 2010 OR GREATER. FINAL AS-BUILT DRAWINGS, AS DESCRIBED ABOVE, SHALL BE SUBMITTED TO THE ENGINEER 45 DAYS PRIOR TO THE CONTRACTORS REQUEST TO THE COUNTY FOR A CERTIFICATE OF OCCUPANCY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SIGNED AND SEALED AS-BUILT DRAWINGS FOR APPROVALS AND CERTIFICATIONS.

DRAINAGE NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA CONSTRUCTION DESIGN STANDARDS, ORANGE COUNTY STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND UTILITY CONSTRUCTION, LATEST EDITION, THE ORANGE COUNTY ENGINEERING STANDARDS MANUAL AND THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS STATED OTHERWISE IN THE SPECIFICATIONS OR ON THE PLANS. IN CASE OF CONFLICTS BETWEEN REFERENCED SPECIFICATIONS AS APPLICABLE TO THE HARRIS CIVIL ENGINEERING STANDARD DRAWINGS, THE ORANGE COUNTY ENGINEERING STANDARDS MANUAL SHALL GOVERN UNLESS OTHERWISE STATED IN THE PROJECT SPECIFICATIONS OR PLANS.
2. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES AT PROPOSED CROSSINGS AND POINTS OF CONNECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY, IN WRITING, OF ANY UTILITY CONFLICTS OR DISCREPANCIES.
3. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS, PLANS AND RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER (AS APPLICABLE).
4. WHEN TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH:
A. CONTRACTOR SHALL CONFORM TO OSHA 29, 29 CFR, SECTION 1926.650 WHICH PRELIMINARY DESIGN AND MATERIALS. ALL STAIRS SHALL BE INSTALLED IN ACCORDANCE WITH THIS LAW.
B. THE CONTRACTOR SHALL PROVIDE WRITTEN ASSURANCE OF COMPLIANCE WITH THIS LAW.
C. TRENCH SAFETY SYSTEM SHALL BE DESIGNED BY THE CONTRACTOR.
5. ALL DRAINAGE PIPING SHALL HAVE A MINIMUM OF EIGHTEEN (18) INCHES OF COVER FROM FINISH GRADES UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
6. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM TO F.D.E.P. STANDARD SPECIFICATIONS. ALL DRAINAGE STRUCTURES SHALL HAVE H-20 TRAFFIC BEARING GRATES OR COVERS.
7. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE.
8. DRAINAGE STRUCTURE TOP ELEVATION REFERS TO TOP OF FINISHED STRUCTURE, OR EDGE OF PAVEMENT FOR CURB INLETS.
9. STORM SEWER STRUCTURE DATA DENOTES TOP SECTION OF STRUCTURE. CONTRACTOR TO PROVIDE TYPE "J" OR "P" BOTTOM NECESSARY TO FACILITATE STORM SEWER PIPES.

STANDARD SEWER AND WATER NOTES

1. ALL EXISTING UTILITIES HAVE BEEN FIELD VERIFIED AT ALL POINTS OF CONNECTION AND AREAS OF CONFLICT. ALTHOUGH THIS INFORMATION HAS BEEN OBTAINED FROM SURVEY DATA, THE CONTRACTOR MUST VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. DIFFERENCES DISCOVERED DURING CONSTRUCTION SHALL BE BROUGHT IMMEDIATELY TO THE OWNER/ENGINEER'S ATTENTION AND RESOLVED IN ACCORDANCE WITH THE STANDARDS OF ORANGE COUNTY UTILITIES.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE FDEP WATER AND WASTEWATER CONSTRUCTION PERMITS FROM THE OWNER AND MAINTAIN THEM ON THE JOB SITE AT ALL TIMES.
3. THIS PROJECT DOES NOT REQUIRE A FDEP SEWER CONSTRUCTION PERMIT PER A "NO PERMIT REQUIRED" NOTICE OBTAINED BY HCE. THE CONTRACTOR SHOULD REQUEST A COPY OF THIS NOTICE AND KEEP IT AT THE JOB SITE AT ALL TIMES DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOT PUT THE SYSTEM INTO SERVICE (EXCEPT FOR NECESSARY TESTING) UNTIL THE CONTRACTOR HAS PROVIDED CERTIFIED "AS-BUILT" PLANS TO THE ENGINEER OF RECORD AND HAS OBTAINED CLEARANCE FROM THE ENGINEER.
4. THIS PROJECT REQUIRES A FDEP WATER DISTRIBUTION SYSTEM PERMIT. THE CONTRACTOR SHOULD REQUEST A COPY OF THIS PERMIT AND KEEP IT AT THE JOB SITE AT ALL TIMES DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO "NOT" PUT THE SYSTEM INTO SERVICE UNTIL THE CONTRACTOR HAS PROVIDED CERTIFIED "AS-BUILT" PLANS AND COPIES OF THE APPROVED BACTERIOLOGICAL TESTING HAS BEEN SUBMITTED TO THE ENGINEER OF RECORD, AND THE ENGINEER HAS PROVIDED A COPY OF THE FDEP CLEARANCE LETTER TO THE CONTRACTOR, ALLOWING THE SYSTEM TO BE PLACED INTO OPERATION. PROVIDE BAG TIES AT POINTS SPECIFIED IN THE F.D.E.P. PERMITS. BAG TIES REPORT CANNOT BE OLDER THAN 30 DAYS. THIS INFORMATION IS SUBMITTED TO F.D.E.P. FROM THE TIME AS-BUILT DRAWINGS ARE APPROVED BY THE ENGINEER. THE ESTIMATED TIME FOR PROCESSING AND RECEIPT OF THE F.D.E.P. CERTIFICATION IS 30 TO 45 DAYS.
5. ALL DEWATERING ACTIVITIES AND PERMITTING SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. UTILITY SEPARATION
A. NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER UNDER PART II OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER). A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER, FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
- B. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE. AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.
- C. AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPH 6-A ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ONE THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.
7. ALL WATER MAIN AND SANITARY SEWER MATERIALS AND APPURTENANCES SHALL CONFORM TO AND SHALL BE INSTALLED, TESTED, AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE ORANGE COUNTY STANDARDS AND SPECIFICATIONS FOR WASTEWATER AND WATER MAIN CONSTRUCTION AND THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).
8. THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL NEWLY INSTALLED WATER DISTRIBUTION SYSTEMS IN ACCORDANCE WITH ORANGE COUNTY UTILITIES STANDARDS AND AWWA STANDARD C600 FOR DUCTILE IRON PIPE. TESTING OF PVC PIPE SHALL BE IN ACCORDANCE WITH AWWA MANUAL M23. POTABLE WATER MAINS SHALL BE TESTED AT 150 PSI. ALL UTILITY TESTING SHALL BE PERFORMED IN THE PRESENCE OF A REPRESENTATIVE OF THE UTILITY OWNER AND THE ENGINEER (HARRIS CIVIL ENGINEERS, LLC).
9. THE CONTRACTOR SHALL DISINFECT AND PERFORM BACTERIOLOGICAL SAMPLING AND ANALYSIS OF ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM IMPROVEMENTS IN ACCORDANCE WITH AWWA STANDARDS AND THE FDEP WATER PERMIT. NO RECEIVE APPROVAL THEREOF FROM THE RESPECTIVE WATER UTILITY ENGINEER OF RECORD, AND FDEP, FOR PLACING THE FACILITIES INTO SERVICE. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA 651 "DISINFECTING WATER MAINS" AND ORANGE COUNTY UTILITIES REQUIREMENTS.

GENERAL NOTES

1. RESERVED.
2. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SIGNS, BARRIERS, LABOR, EQUIPMENT, ETC., TO MAINTAIN A SAFE AND ADEQUATE FLOW OF PEDESTRIAN AND VEHICULAR TRAFFIC ALONG ROADWAYS AND INTO AND OUT OF SITE AND BUILDINGS FOR THE DURATION OF THE CONSTRUCTION.
3. THE CONTRACTOR SHALL PROVIDE ACCESS FOR EMERGENCY VEHICLES AROUND AND TO ALL BUILDINGS DURING CONSTRUCTION.
4. SURVEY TOPOGRAPHIC AS PROVIDED BY TINKLEPAUGH SURVEYING.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY SUBCONTRACTORS. CONTRACTOR SHALL ACCEPT PREMISES AS FOUND. OWNER ASSUMES NO RESPONSIBILITY FOR THE EXISTENCE OF THE EXISTING SITE OR EXISTING STRUCTURES AT THE TIME OF BIDDING OR THEREAFTER.
6. ALL CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE BUILDING CODES AND LOCAL RESTRICTIONS. THE CONTRACTOR MUST COMPLY WITH THE CONTRACTOR REGISTRATION REQUIREMENTS OF ALL GOVERNING AUTHORITIES.
7. THE CONTRACTOR SHALL REPORT TO THE ENGINEER ANY ERROR, INCONSISTENCIES, OR OMISSIONS HE MAY DISCOVER. THE CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY ERRORS AFTER THE START OF CONSTRUCTION WHICH HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ENGINEER. THE MEANS OF CORRECTING ANY ERRORS SHALL FIRST BE APPROVED BY THE ENGINEER AND OWNER.
8. THE CONTRACTOR SHALL REFER AND CONFORM TO ALL RECOMMENDATIONS AND FINDINGS AS SET FORTH IN THE GEOTECHNICAL REPORT. THE OWNER AND ENGINEER ACCEPT NO RESPONSIBILITY FOR THE ACCURACY OF THE FINDINGS OR FOR THE FINAL RECOMMENDATIONS. THE CONTRACTOR SHALL CONTACT THE OWNER FOR INSTRUCTIONS PRIOR TO THE CONTINUATION OF WORK SHOULD ANY UNUSUAL CONDITIONS BECOME APPARENT DURING GRADING OR FOUNDATION CONSTRUCTION.
9. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
10. DISCREPANCIES BETWEEN PORTIONS OF THE CONTRACT DOCUMENTS ARE NOT INTENDED. THE CONTRACTOR IS TO CLARIFY WITH THE ENGINEER AND OWNER ANY SUCH DISCREPANCIES PRIOR TO COMMENCING WORK.
11. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR WILL COORDINATE HIS ACTIVITIES WITH ALL THE UTILITY PROVIDERS/OWNERS. THE CONTRACTOR SHALL COORDINATE AND COORDINATE FULLY WITH UTILITY PROVIDERS/OWNERS ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
12. THE LOCATIONS OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE OWNER OR ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY COMPANIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE UTILITY COMPANY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY. EXISTING UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED AS DIRECTED ON THE PLANS.
13. ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
14. THE PROJECT SPECIFICATIONS AND GENERAL CONDITIONS ARE TO BE FOLLOWED IN ADDITION TO THESE PLANS.
15. SUBSURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT.
16. PRIOR TO CONSTRUCTION ACTIVITIES IN ANY EASEMENT OR RIGHT-OF-WAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSURANCE NECESSARY TO CONDUCT WORK WITHIN THE EASEMENT OR RIGHT-OF-WAY. THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE AGENCY FOR MAINTENANCE OF TRAFFIC, METHODS OF ROADWAY CONSTRUCTION AND REPAIR, AND RESTORATION OF EASEMENT OR RIGHT-OF-WAY TO ACCEPTABLE CONDITIONS.
17. THE CONTRACTOR IS ADVISED THAT NO WORK SHALL PROCEED UNTIL ALL APPLICABLE PERMITS ARE ISSUED AND THE APPROPRIATE CONSTRUCTION PERMIT HAS BEEN ISSUED BY THE LOCAL AUTHORITY. THE CONTRACTOR IS TO REVIEW AND UNDERSTAND ALL REQUIREMENTS/CONDITIONS OF SAID PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, SPECIFICATIONS AND THE PERMIT REQUIREMENTS/CONDITIONS TO THE IMMEDIATE ATTENTION OF THE OWNER/DEVELOPER AND THE ENGINEER FOR CLARIFICATION. COPIES OF ALL PERMITS SHALL BE MAINTAINED AT THE JOB SITE, IN ACCORDANCE WITH REGULATIONS, BY THE CONTRACTOR AND MADE READILY ACCESSIBLE THROUGHOUT THE DURATION OF THE PROJECT.
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ORANGE COUNTY STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND UTILITY CONSTRUCTION, LATEST EDITION, THE ORANGE COUNTY ENGINEERING STANDARDS MANUAL AND THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, UNLESS STATED OTHERWISE IN THE SPECIFICATIONS OR ON THE PLANS. IN CASE OF CONFLICTS BETWEEN REFERENCED SPECIFICATIONS AS APPLICABLE TO THE HARRIS CIVIL ENGINEERING STANDARD DRAWINGS, THE ORANGE COUNTY ENGINEERING STANDARDS MANUAL SHALL GOVERN UNLESS OTHERWISE STATED IN THE PROJECT SPECIFICATIONS OR PLANS.
19. ALL EXCESS SUITABLE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR OWNER. ALL DEBRIS RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. OFF-SITE DISPOSAL OF MATERIALS AND DEBRIS FROM THE SITE SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
20. IF DEWATERING CAPACITY REQUIRES A CONSUMPTIVE USE PERMIT (C.U.P.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT.
21. PRIOR TO COMMENCEMENT OF CONSTRUCTION AND EXCAVATION ACTIVITIES, THE CONTRACTOR SHALL PERFORM GROUNDWATER TESTING IN ACCORDANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY FEDERAL REGISTER, PAGE 42739, PART 1A.3, TO DETERMINE PETROLEUM CONTAMINATION LEVELS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING N.P.D.E.S. PERMIT, IF REQUIRED, IN ORDER TO DISCHARGE ANY GROUNDWATER ENCASED DURING CONSTRUCTION AND DEWATERING OPERATIONS.
22. IF SOLVENT CONTAMINATION IS FOUND IN A PIPE TRENCH OR OTHER EXCAVATION, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS AND SOLVENT RESISTANT GASLIFT MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE PIPE SHALL EXTEND AT LEAST 10 FEET INTO THE ADJACENT UNEXCAVATED SOIL. THE EXCAVATED MATERIAL SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATERPROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.
23. INGRESS AND EGRESS TO THE SITE DURING CONSTRUCTION IS ALLOWED ONLY THROUGH APPROVED SITE DRIVEWAYS.
24. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.
25. IS IN A RIGHT-OF-WAY OR EASEMENT, THE CONTRACTOR'S ONE YEAR WARRANTY SHALL EXTEND TO ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE OWNER/DEVELOPER FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER/DEVELOPER. IF THE WORK THE ENTITY HOLDING THE RIGHT-OF-WAY OR EASEMENT.
26. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL OTHER CONTRACTORS WORKING IN THE VICINITY OF THE PROJECT. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.
27. THE CONTRACTOR WILL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM ALL MATERIAL AND SOIL TESTING AS REQUIRED BY THE CITY OF APOPKA AND ORANGE COUNTY. THESE CONSTRUCTION PLANS AND THE SPECIFICATIONS, TESTS SHALL NOT BE DENSITY TESTS IN ALL PAVEMENT AND BUILDING PAD AREAS, IN ALL UTILITY TRENCHES LOCATED IN PAVEMENT AREAS. THE PROJECT GEOTECHNICAL ENGINEER SHALL MAKE RECOMMENDATION FOR UNDERPINNING PLACEMENT, CONCRETE TESTING, AND ALL OTHER MATERIAL TESTING, PRIOR TO PAVEMENT BASE PLACEMENT, IF NECESSARY.

GEOMETRY NOTES

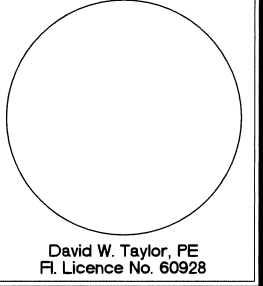
1. ALL TOPOGRAPHIC SURVEY DATA USED AND CONDITIONS ASSUMED TO BE PRESENT IN PREPARATION OF THESE PLANS WAS PROVIDED BY TINKLEPAUGH SURVEYING, HARRIS CIVIL ENGINEERS, LLC. DOES NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE DATA.
2. THE CONTRACTOR SHALL VERIFY AND LOCATE ALL VERTICAL AND HORIZONTAL CONTROL POINTS PRIOR TO CONSTRUCTION BY EMPLOYING A LICENSED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA. IF ANY DISCREPANCIES SHOULD BE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SURVEYOR OF THE CONDITION IN WRITING PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR RESTABILIZATION OF THE MONUMENT AT NO COST TO OWNER.
4. ALL PAVEMENT OFFSETS, RADI AND DIMENSIONS SHOWN ARE TO PROPOSED EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.

Revisions:
FINAL DEVELOPMENT PLAN
GENERAL NOTES

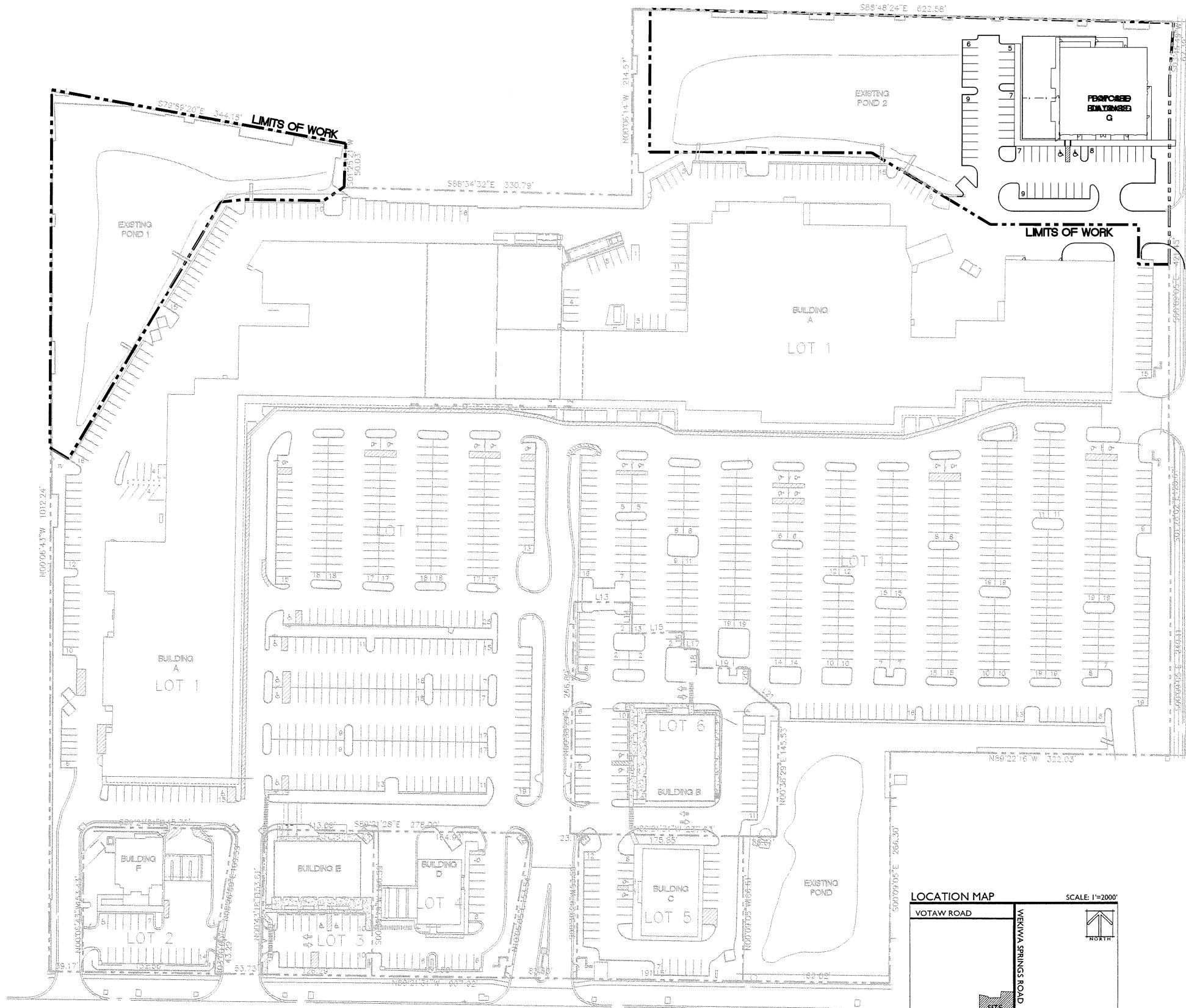
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20	08/11/15	

Scale: NTS
Date: 02-03-16
Project No: 06388009
Design: DWT
Drawn: MG
Checked: DWT

Release:
FINAL DEVELOPMENT PLANS



File Name & Location: C:\PROJ\APOPKA\12-21-28-9093-00-010\12-21-28-9093-00-010.dwg
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 Plot Time: 10:10:11 AM
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 Plot Scale: 1" = 60'
 Plot Orientation: Landscape
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 Plot Lineweight: 0.25
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 Plot Title: FINAL DEVELOPMENT PLANS
 Plot Subtitle: LIMITS OF WORK PLAN
 Plot Description: THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER DOCUMENTS. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY AND COMPLETENESS OF THIS PLAN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



OVERALL PARCEL DATA

CITY OF APOPKA	C-1
PARCEL IDENTIFICATION	12-21-28-9093-00-010
LAND AREA	24.74 ACRES
LAND USE	SHOPPING CENTER
BUILDING SETBACKS	
FRONT YARD	= 50' FROM ROW C/L OR 10' FROM P/L
SIDE YARD	= 10' FROM P/L
REAR YARD	= 30' FROM P/L

BUILDING DATA

BUILDING	SQ. FT.
BUILDING A	214,200
BUILDING B	8,000
BUILDING C	6,520
BUILDING D	3,750
BUILDING E	6,500
BUILDING F	3,290
DAYCARE BUILDING G	10,000
TOTAL CENTER	252,260

PARKING DATA

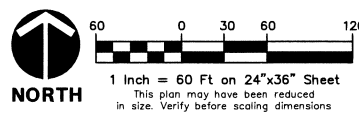
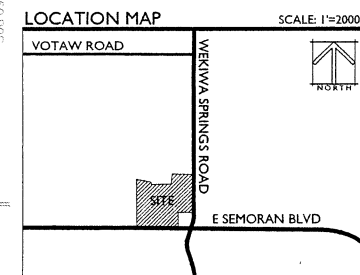
TOTAL SPACES REQUIRED -	1,245
MAIN CENTER -	1,211
DAY CARE SITE (BY STUDENT) -	20
(1 SPACE FOR EVERY 10 STUDENTS - MAXIMUM OF 200 STUDENTS)	
DAY CARE SITE (BY OFFICE SPACE) -	14
(2,750 SF/1,000 SF X 5 SPACES)	
TOTAL SPACES PROVIDED -	1,273
PARKING SURPLUS -	+ 28 SPACES

CURVE CHART

NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°45'12"	13.00'	20.59'	S45°15'53"W	18.51'
C2	97°47'47"	13.00'	22.19'	N40°28'37"W	19.59'
C3	89°55'11"	13.00'	20.40'	S45°40'53"W	18.37'
C4	99°26'03"	13.00'	22.56'	N39°36'34"W	19.83'
C5	89°59'41"	13.00'	20.42'	S45°37'15"W	18.38'

LINE CHART

L1	N57°00'00"W	65.00'
L2	S49°00'00"W	70.00'
L3	N90°00'00"W	38.13'
L4	S00°00'00"W	10.00'
L5	N90°00'00"E	41.87'
L6	N49°00'00"E	70.00'
L7	S57°00'00"E	65.00'
L8	N00°09'05"W	10.00'
L9	S58°02'55"E	10.00'
L10	N89°23'10"W	10.00'
L11	S89°22'16"E	48.00'
L12	S88°48'24"E	46.50'
L13	S89°21'31"E	67.26'
L14	S00°38'29"W	35.67'
L15	N88°04'27"E	60.08'
L16	S00°38'29"W	19.54'
L17	S89°21'31"E	17.44'
L18	S00°38'29"W	21.50'
L19	S89°21'31"E	59.14'
L20	S00°38'29"W	19.75'
L21	S50°11'48"E	43.55'



David W. Taylor, PE
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EB 9814

**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
AND DAYCARE BUILDING**
EAST SEMORAN BLVD.
APOPKA, FL 32708

Revisions:

No.	Date	Description
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**FINAL DEVELOPMENT PLANS
LIMITS OF WORK PLAN**

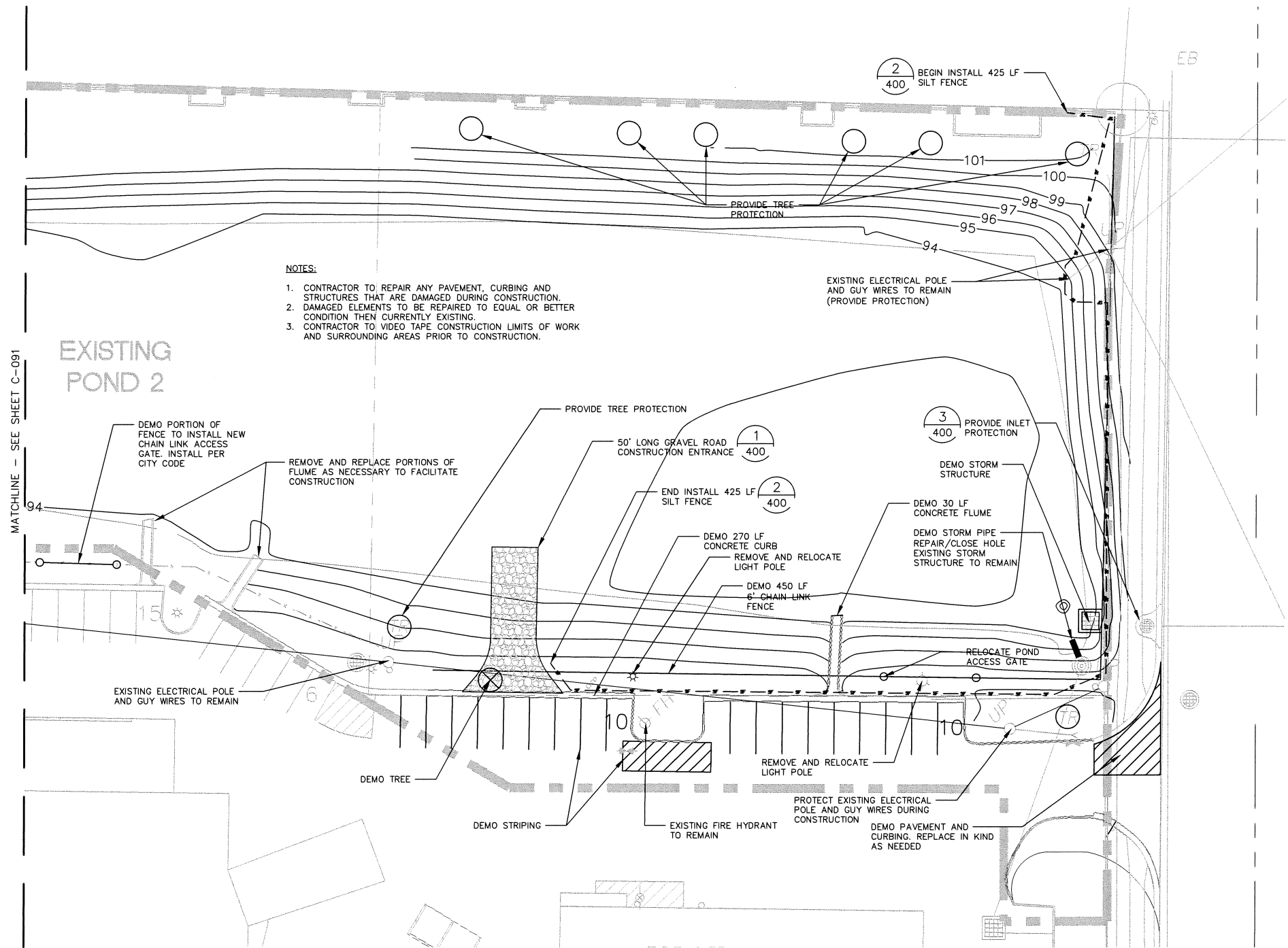
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Date: 02-03-16
Project No: 06388009

Design: DWT
Drawn: MG
Checked: DWT

Release:
FINAL DEVELOPMENT PLANS

C-002

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 Project Location: 1200 E. Hillcrest Street, Suite 200, Orlando, Florida 32803
 Designer: DWT, Drafter: MG, Checker: DWT
 Title: DEMOLITION PLAN
 Scale: 1" = 20'
 Date: 02-03-16
 Project No.: 06388009
 Sheet No.: 115 of 115



- NOTES:**
- CONTRACTOR TO REPAIR ANY PAVEMENT, CURBING AND STRUCTURES THAT ARE DAMAGED DURING CONSTRUCTION. DAMAGED ELEMENTS TO BE REPAIRED TO EQUAL OR BETTER CONDITION THEN CURRENTLY EXISTING.
 - CONTRACTOR TO VIDEO TAPE CONSTRUCTION LIMITS OF WORK AND SURROUNDING AREAS PRIOR TO CONSTRUCTION.

EXISTING POND 2

- DEMO LEGEND**
- SILT FENCE
 - DEMO TREE
 - TREE TO REMAIN

- N.P.D.E.S. NOTES:**
- IN ACCORDANCE WITH NPDES REQUIREMENTS, THE CONTRACTOR SHALL PREPARE A STORMWATER POLLUTION PREVENTION PLAN PRIOR TO INITIATING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT SAID PLAN TO THE OWNER PRIOR TO THE PRE-CONSTRUCTION CONFERENCE AND SHALL KEEP A COPY ON-SITE FOR THE DURATION OF CONSTRUCTION.
 - 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR WILL SUBMIT A "NOTICE OF INTENT" TO THE FDEP IN ACCORDANCE WITH N.P.D.E.S. RULES AND REGULATIONS.

- EROSION AND SEDIMENT CONTROL NOTES:**
- THESE PLANS INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.) CHAPTER 6. CONTRACTOR SHALL PROVIDE EROSION PROTECTION AND TURBIDITY CONTROL AS REQUIRED TO ENSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
 - THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS AND SPECIFICATIONS AND THE ST. JOHNS WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.
 - EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING A PERMANENT LANDSCAPING IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S DESIGN PLANS, CITY OF APOPKA CODE AND MEETING THE NPDES FINAL STABILIZATION REQUIREMENTS.
 - IF DEWATERING CAPACITY REQUIRES A CONSUMPTIVE USE PERMIT (C.U.P.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
 - THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT FROM WATER QUALITY VIOLATIONS. COSTS MAY INCLUDE LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
 - PRIOR TO COMMENCEMENT OF CONSTRUCTION AND EXCAVATION ACTIVITIES, THE CONTRACTOR SHALL PERFORM GROUNDWATER TESTING IN ACCORDANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY FEDERAL REGISTER, PAGE 42739, PART 1A.3, TO DETERMINE PETROLEUM CONTAMINATION LEVELS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING N.P.D.E.S. PERMIT, IF REQUIRED, IN ORDER TO DISCHARGE ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION AND DE-WATERING OPERATIONS.
 - IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATERPROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.

EROSION CONTROL NOTES

N.T.S.

- CONTRACTOR TO PROVIDE TO OWNER AND CONSTRUCTION MANAGER A SITE LOGISTICS PLAN THAT INCLUDES (AT A MINIMUM):
- FENCING PLAN
 - SITE MATERIAL STORAGE LOCATION(S)
 - MATERIAL REFUSE AREA
 - TRAILER LOCATION (IF APPLICABLE)
 - TEMPORARY SANITARY FACILITIES
 - TRUCK WASH DOWN AREA
 - PHASING (IF APPLICABLE)

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 EB 9814

**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
 AND DAYCARE BUILDING**
 EAST SEMORAN BLVD.
 APOPKA, FL 32708

Revisions:

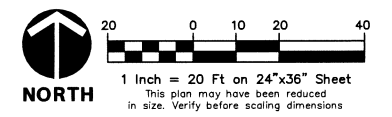
No.	Date	Description
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**FINAL DEVELOPMENT PLAN
 DEMOLITION PLAN**

Scale: 1" = 20'	Design: DWT
Date: 02-03-16	Draft: MG
Project No.: 06388009	Checked: DWT

Release:
 FINAL DEVELOPMENT PLANS

C-090



David W. Taylor, PE
 Fl. Licence No. 60928

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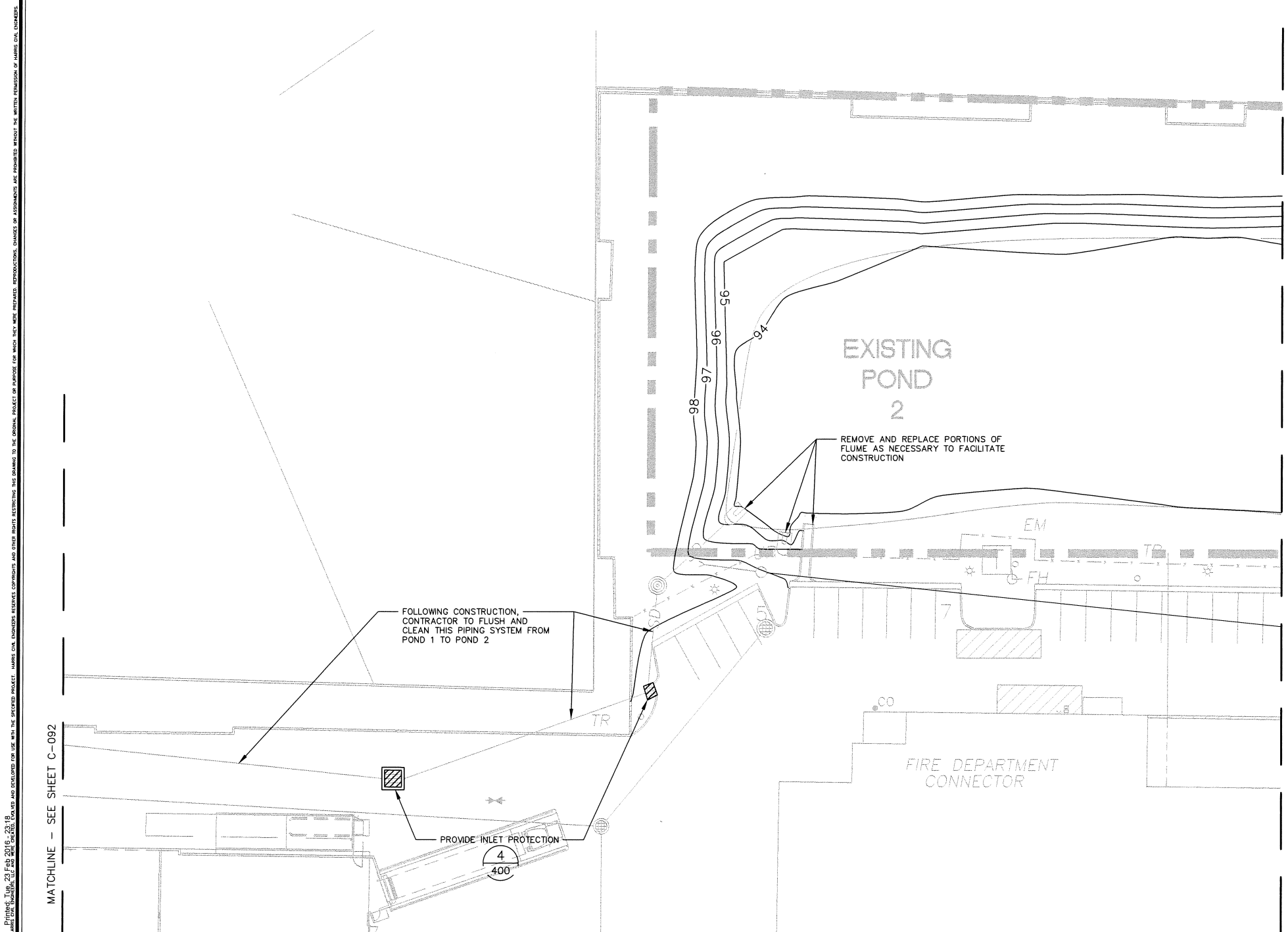
Harris CMI Engineers, LLC

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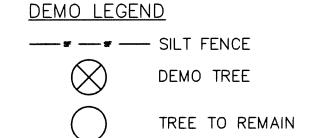


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EROSION CONTROL NOTES

- NOTES:**
1. CONTRACTOR TO REPAIR ANY PAVEMENT, CURBING AND STRUCTURES THAT ARE DAMAGED DURING CONSTRUCTION.
 2. DAMAGED ELEMENTS TO BE REPAIRED TO EQUAL OR BETTER CONDITION THEN CURRENTLY EXISTING.
 3. CONTRACTOR TO VIDEO TAPE CONSTRUCTION LIMITS OF WORK AND SURROUNDING AREAS PRIOR TO CONSTRUCTION.



MATCHLINE - SEE SHEET C-092

MATCHLINE - SEE SHEET C-090

Revisions:

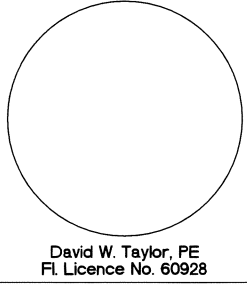
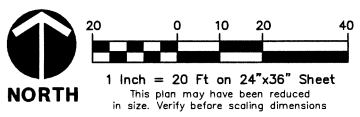
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**FINAL DEVELOPMENT PLAN
DEMOLITION PLAN**

Scale: 1" = 20'
Date: 02-03-16
Project No: 06388009

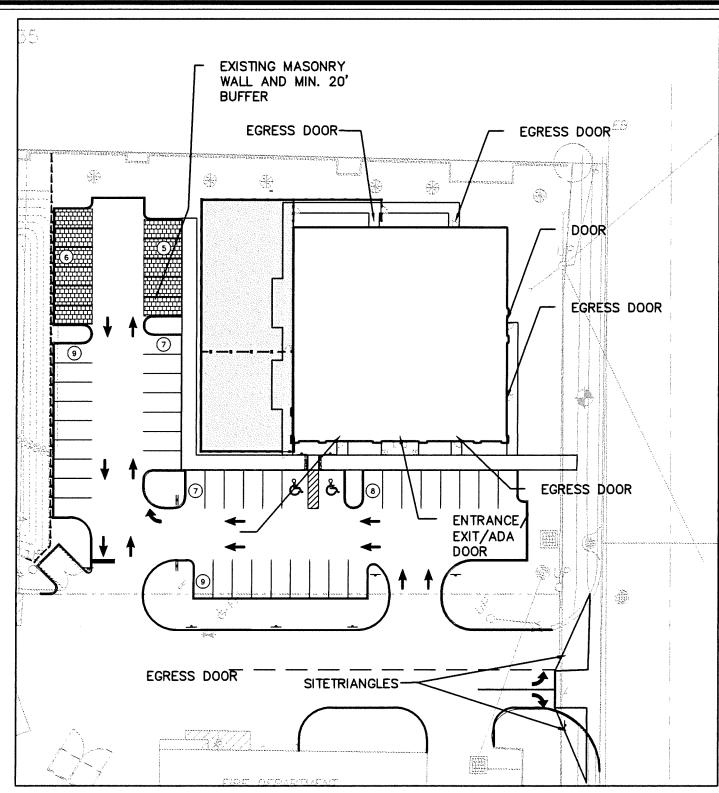
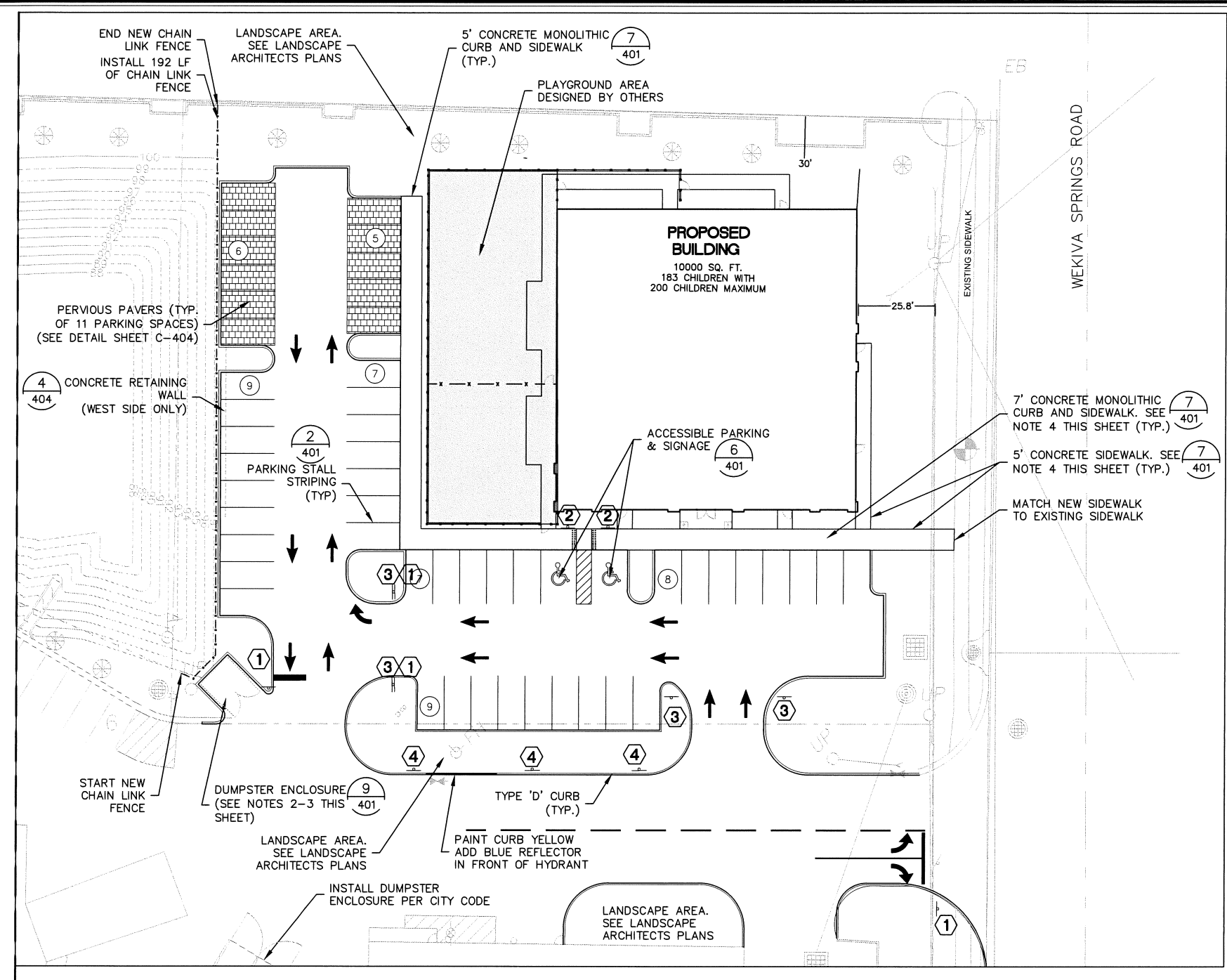
Design: DWT
Drawn: MG
Checked: DWT

Release:
FINAL DEVELOPMENT PLANS



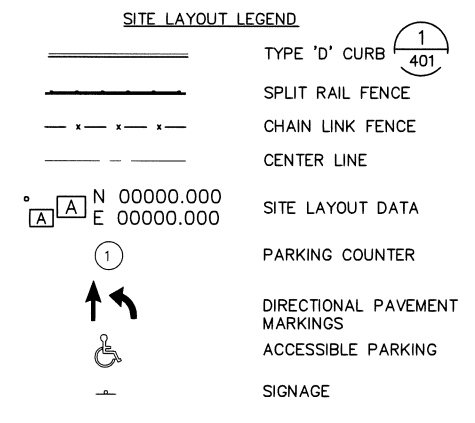
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 User: mg
 Title: Final Development Plan
 Author: David W. Taylor, PE
 Date: 02/03/16
 Project: 06388009

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 Harris Civil Engineers, LLC 1200 E. Hillcrest Street Suite 200 Orlando, Florida 32803
 Phone: (407) 629-4777 (800) 595-8185 Fax: (407) 629-7888
 www.harriscivilengineers.com EB 9814

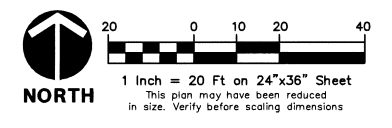
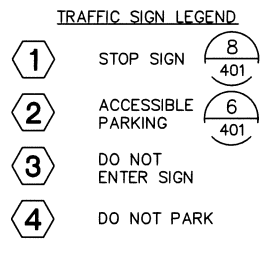


SUPPLEMENTAL SITE PLAN

DAY CARE PROJECT SITE DATA TABLE		
ACREAGE/SQUARE FOOTAGE	Acres:	S.F.
TOTAL AFFECTED AREA	4.19	182,516.40
MAIN SITE	1.18	51,407.03
POND 1	1.48	64,871.96
POND 2	1.53	66,437.41
BUILDING HEIGHT	Proposed: 23.16'	Max : 35'
LANDSCAPE BUFFER	Required: 15'	Min : >15' (see landscape plans)
SETBACK DATA	Required:	Provided:
FRONT TO PROPERTY LINE	10'	27.12'
FRONT TO ROAD CENTER LINE	50'	76.83'
SIDE	10'	492.08'
REAR	30'	30.67'
NUMBER OF EMPLOYEES	20	
NUMBER OF STUDENTS	200	
NON-STUDENT AREA COMMON SPACE	2,750 +/-	
REQUIRED PARKING SPACES	Proposed:	Methodology:
STUDENTS	20	1 space for every 10 children
OFFICE SPACE	14	5 spaces for each 1,000 sq. ft. of common space
TOTAL	34	
PROVIDED PARKING SPACES	50	
HANDICAPPED PARKING SPACES	Required: 2	Provided: 2
SITE COVERAGE (DAY CARE PORTION)	S.F.	Acres
BUILDING	10,000	0.23
PERVIOUS	17,242	0.40
SEMI-PERVIOUS	1,792	0.04
ROADWAY/SIDEWALK	22,383	0.51
HOURS OF OPERATION	7:00am - 6:00pm	
WAIVER REQUEST	Yes: 1(See Table on Cover Sheet)	
VARIANCE REQUEST	No	



- NOTE:**
- DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED
 - DIMENSIONS AND LAYOUT OF DUMPSTER ENCLOSURE TO BE CONFIRMED WITH OWNER PRIOR TO CONSTRUCTION OF ENCLOSURE AREA.
 - STRUCTURAL AND ARCHITECTURAL DESIGN OF WALL AND GATE STRUCTURES BY OTHERS
 - SIDEWALK JOINT PATTERN
INSTALL CONTRACTION/CONTROL JOINTS EVERY 4'
INSTALL EXPANSION JOINTS EVERY 16'



David W. Taylor, PE
Fl. Licence No. 60928

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EB 9814

WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
AND DAYCARE BUILDING
EAST SEMORAN BLVD.
APOPKA, FL 32709

Revisions:

No.	Date	Description

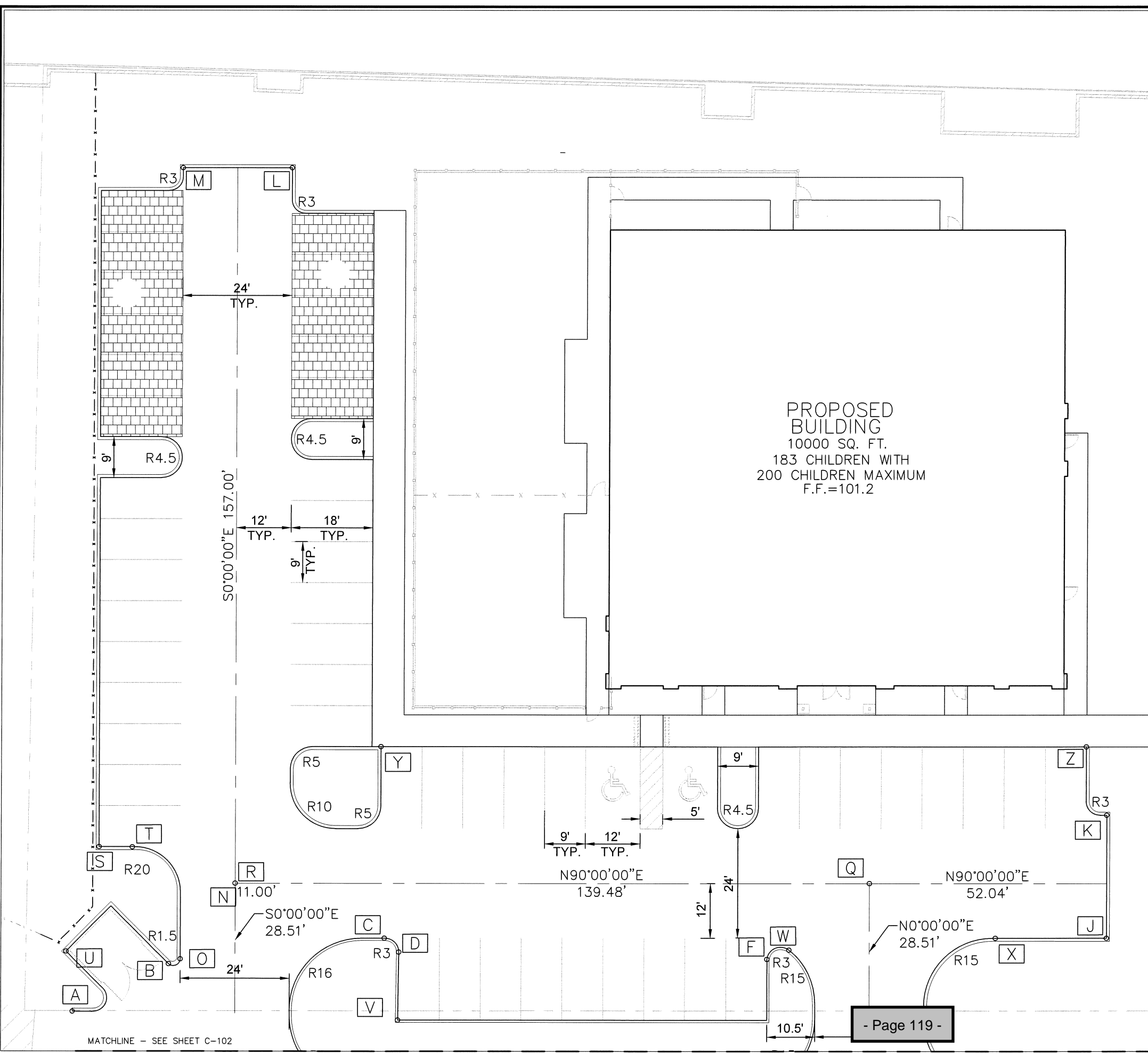
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2. 12/04/2016 RESPONSE TO CITY REVIEW COMMITTEE COMMENTS NO. 2
1. 01/22/2016 RESPONSE TO CITY REVIEW COMMITTEE COMMENTS

FINAL DEVELOPMENT PLANS
DAYCARE SITE
SITE PLAN
Scale: 1"=20'
Date: 02-03-16
Project No: 06388009
Design: DWT
Drawn: MG
Checked: DWT

Release: FINAL DEVELOPMENT PLANS

C-100

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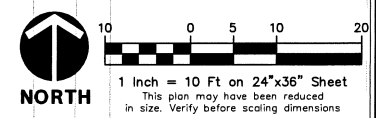
SITE LAYOUT TABLE	
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C MATCH EXISTING N 1578677.42 E 505871.21	D PC N 1578674.39 E 505874.38
	E PC N 1578672.83 E 505955.29
K EDGE OF ASPHALT N 1578704.45 E 506029.86	L EDGE OF ASPHALT N 1578846.45 E 505850.33
M EDGE OF ASPHALT N 1578846.45 E 505826.33	N POINT OF INTERSECTION N 1578689.45 E 505838.33
O POINT OF INTERSECTION N 1578672.84 E 505826.26	P POINT OF INTERSECTION N 1578689.45 E 505838.33
Q POINT OF INTERSECTION N 1578689.45 E 505977.81	R POINT OF INTERSECTION N 1578689.45 E 505838.33
S EDGE OF ASPHALT N 1578697.45 E 505808.33	T EDGE OF ASPHALT N 1578697.41 E 505815.66
U EDGE OF ASPHALT N 1578674.54 E 505801.09	V PC N 1578659.45 E 505874.19
W PC N 1578674.85 E 505960.15	X PC N 1578677.46 E 506005.51
Y EDGE OF ASPHALT N 1578719.45 E 505870.33	Z EDGE OF ASPHALT N 1578719.45 E 506025.33

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**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
 AND DAYCARE BUILDING**
 EAST SEMORAN BLVD.
 APOPKA, FL 32708

No.	Date	Description
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**FINAL DEVELOPMENT PLAN
 GEOMETRY PLAN**
 Design: DWT
 Drawn: MG
 Checked: DWT
 Scale: 1"=20'
 Date: 02-08-16
 Project No: 06388009

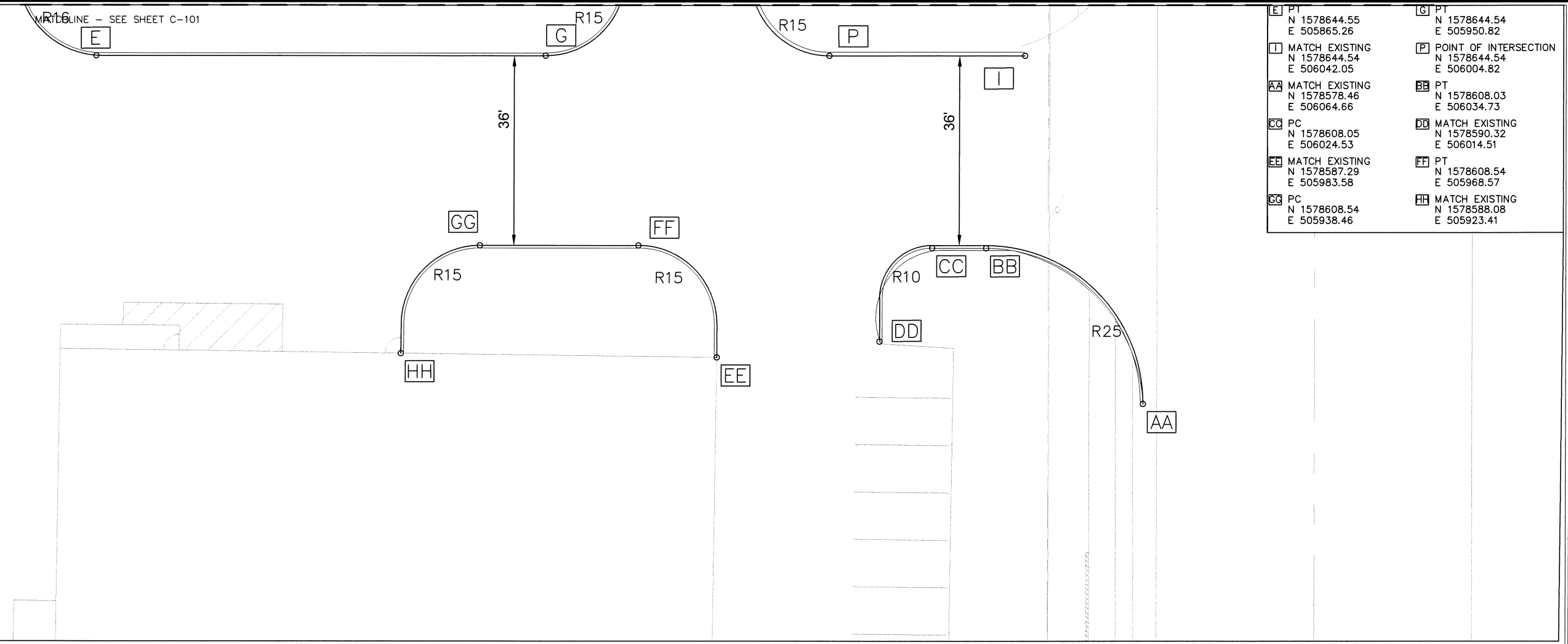


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 FINAL DEVELOPMENT PLANS

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R16 LINE - SEE SHEET C-101



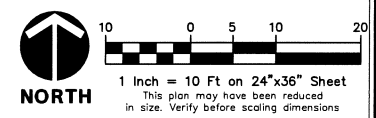
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AA MATCH EXISTING N 1578578.46 E 506064.66	BB PT N 1578608.03 E 506034.73
CC PC N 1578608.05 E 506024.53	DD MATCH EXISTING N 1578590.32 E 506014.51
EE MATCH EXISTING N 1578587.29 E 505983.58	FF PT N 1578608.54 E 505968.57
GG PC N 1578608.54 E 505938.46	HH MATCH EXISTING N 1578588.08 E 505923.41

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Revisions:

No.	Date	Description
1		
2	12/24/2016	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS NO. 2
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David W. Taylor, PE
Fl. Licence No. 60928

**FINAL DEVELOPMENT PLAN
GEOMETRY PLAN**
Scale: 1"-20"
Date: 02-08-16
Project No: 06388009
Design: DWT
Drawn: MG
Checked: DWT

Release:
FINAL DEVELOPMENT PLANS

C-102

File Name: I:\projects\16038\16038.dwg
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 User: DWT
 Project: WEKIVA RIVERWALK LOT 1 SHOPPING CENTER AND DAYCARE BUILDING
 Scale: 1" = 10'
 Date: 02-03-16
 Project No: 06388009
 Design: DWT
 Drawn: MG
 Checked: DWT



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WEKIVA RIVERWALK LOT 1 SHOPPING CENTER AND DAYCARE BUILDING
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 APOPKA, FL 32703

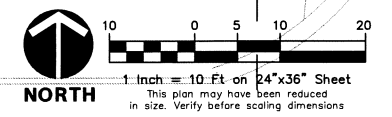
Revisions:

No.	Date	Description

FINAL DEVELOPMENT PLAN GRADING PLAN
 Scale: 1" = 10'
 Date: 02-03-16
 Project No: 06388009
 Design: DWT
 Drawn: MG
 Checked: DWT

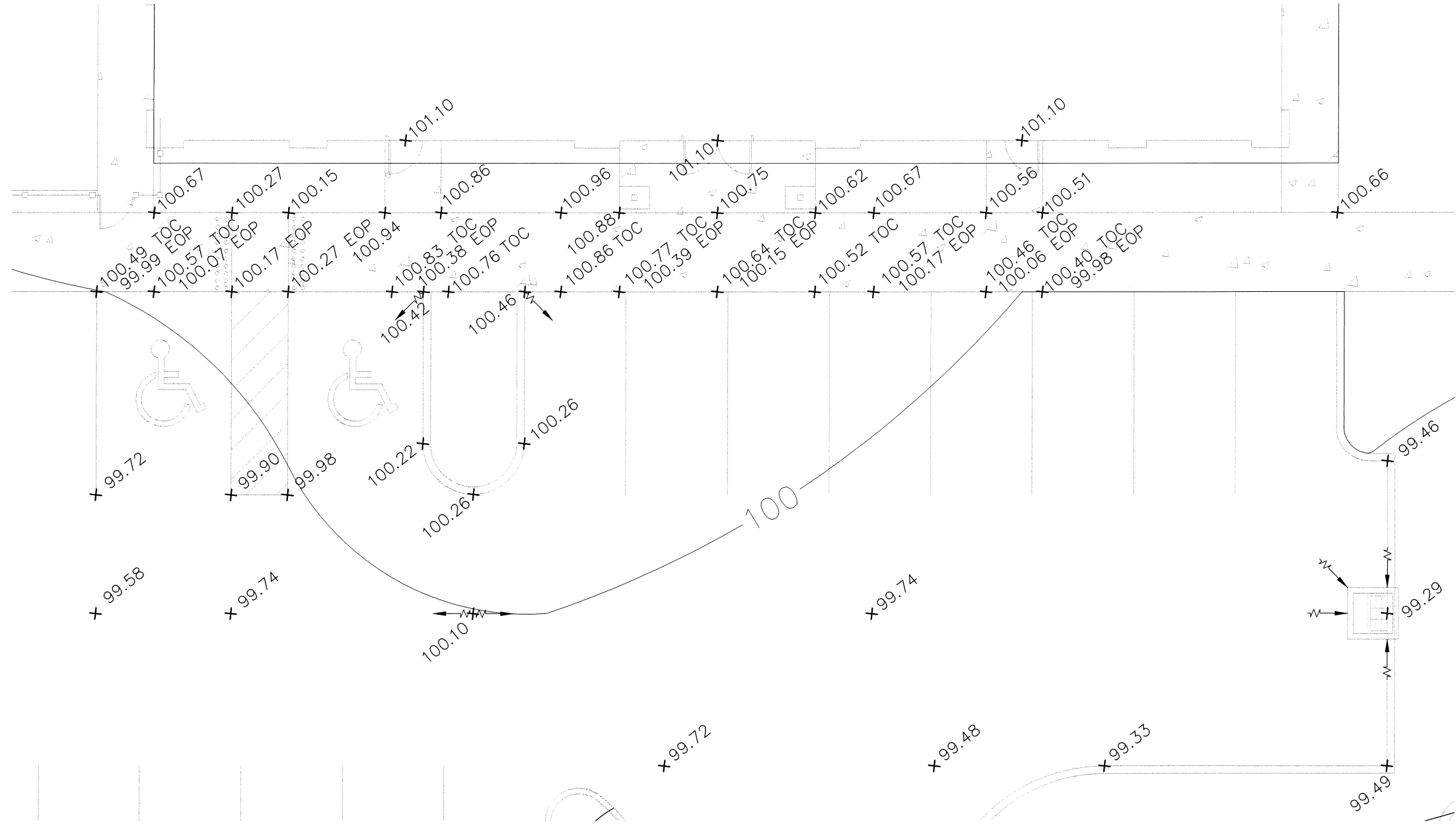
Release:
 FINAL DEVELOPMENT PLANS

C-200


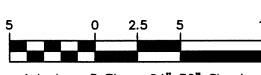


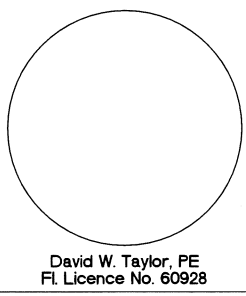
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 Fl. Licence No. 60928

File Name & Location: C:\PROJ\99\9903\PLAN\9903-01\9903-01-01.dwg Date: 02-03-16 10:11:11 AM
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 Plot Title: Final Development Plan
 Scale: 1" = 5'
 Date: 02-03-16
 Project No: 06388009
 Design: DWT
 Drawn: MG
 Checked: DWT
 Released: FINAL DEVELOPMENT PLANS



NOTE:
 (1) ALL ELEVATIONS SHOWN ARE SPOTS ON THE PAVEMENT UNLESS OTHERWISE SPECIFIED.
 (2) PROPOSED MODIFIED PONDS WILL BE OVER-EXCAVATED ACCORDING TO PG. 2 OF THE SOILS REPORT PERFORMED BY THE GEOTECHNICAL ENGINEER.


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**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
 AND DAYCARE BUILDING**
 EAST SEMOPRAN BLVD.
 APOPKA, FL 32709

Revisions:

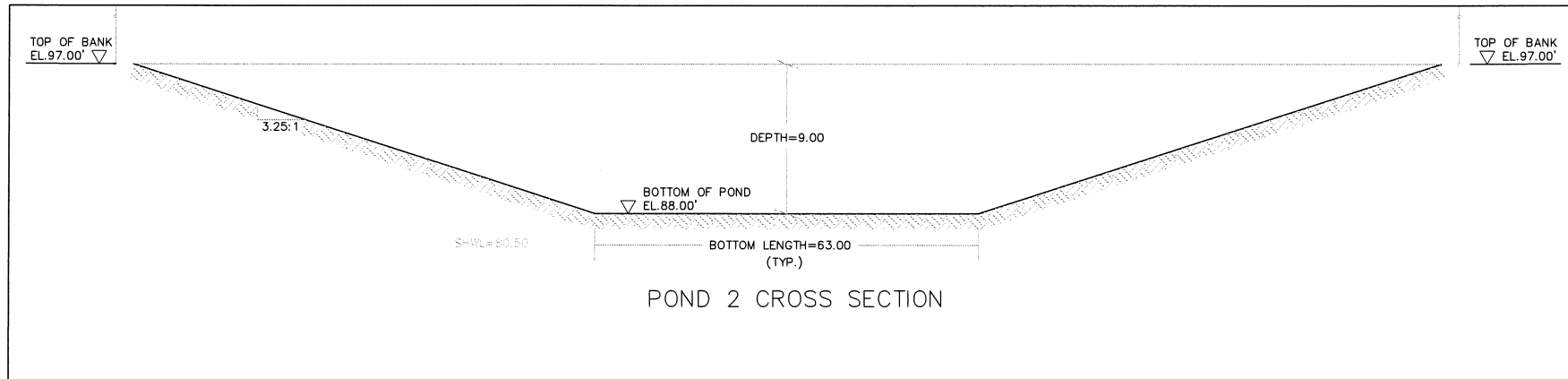
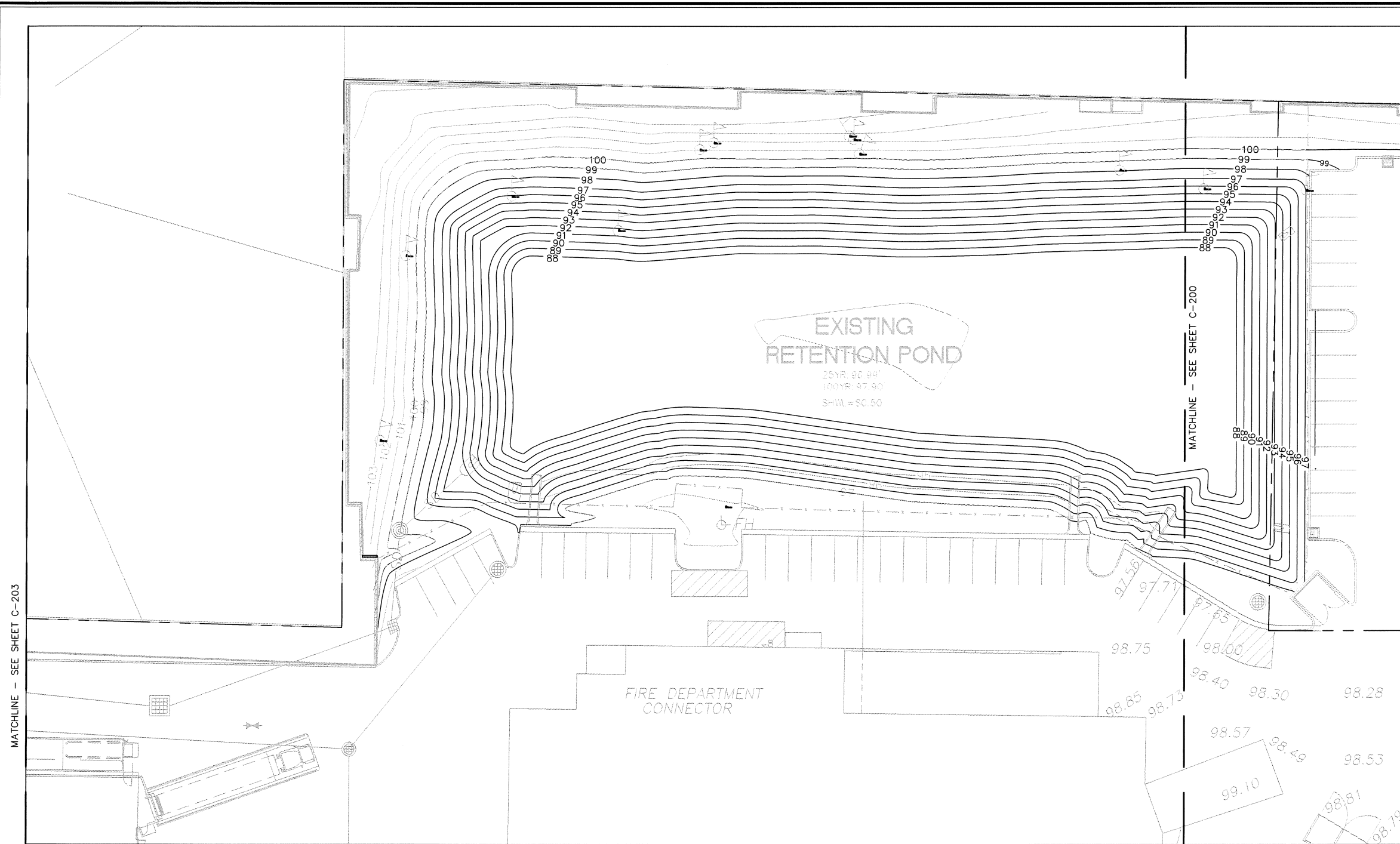
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**FINAL DEVELOPMENT PLAN
 GRADING PLAN**
 Scale: 1" = 10'
 Date: 02-03-16
 Project No: 06388009
 Design: DWT
 Drawn: MG
 Checked: DWT

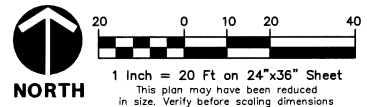
Release: FINAL DEVELOPMENT PLANS

C-201

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NOTE:
 (1) ALL ELEVATIONS SHOWN ARE SPOTS ON THE PAVEMENT UNLESS OTHERWISE SPECIFIED.
 (2) PROPOSED MODIFIED PONDS WILL BE OVER-EXCAVATED ACCORDING TO PG. 2 OF THE SOILS REPORT PERFORMED BY THE GEOTECHNICAL ENGINEER.



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 EB 9814

**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
 AND DAYCARE BUILDING**
 EAST SEMORAN BLVD.
 APOPKA, FL 32703

Revisions:

No.	Date	Description
1	12/22/2016	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS
2	12/22/2016	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS NO. 2
3		
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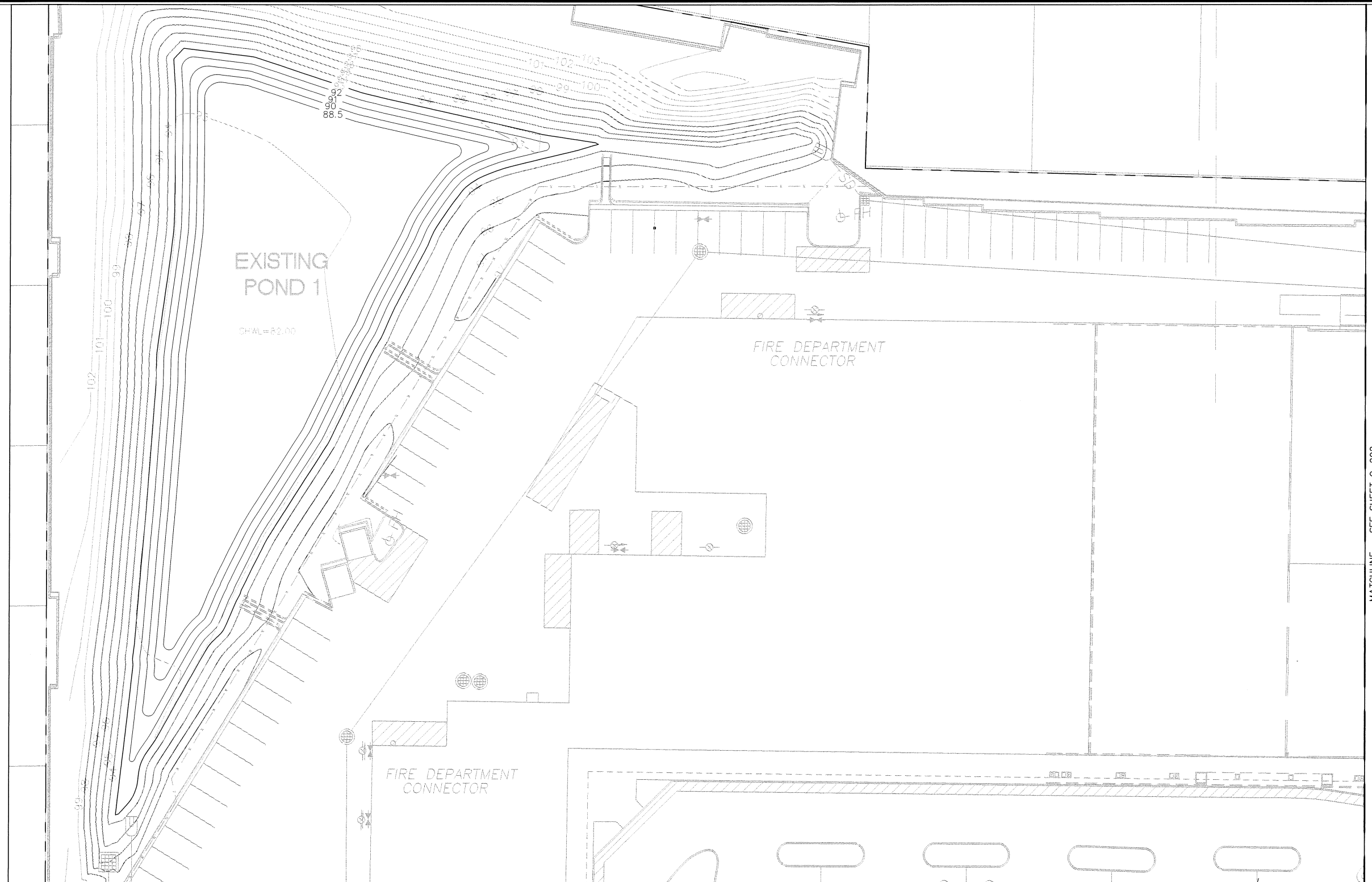
**FINAL DEVELOPMENT PLAN
 GRADING PLAN**

Scale: 1" = 10'
 Date: 02-08-16
 Project No: 06388009

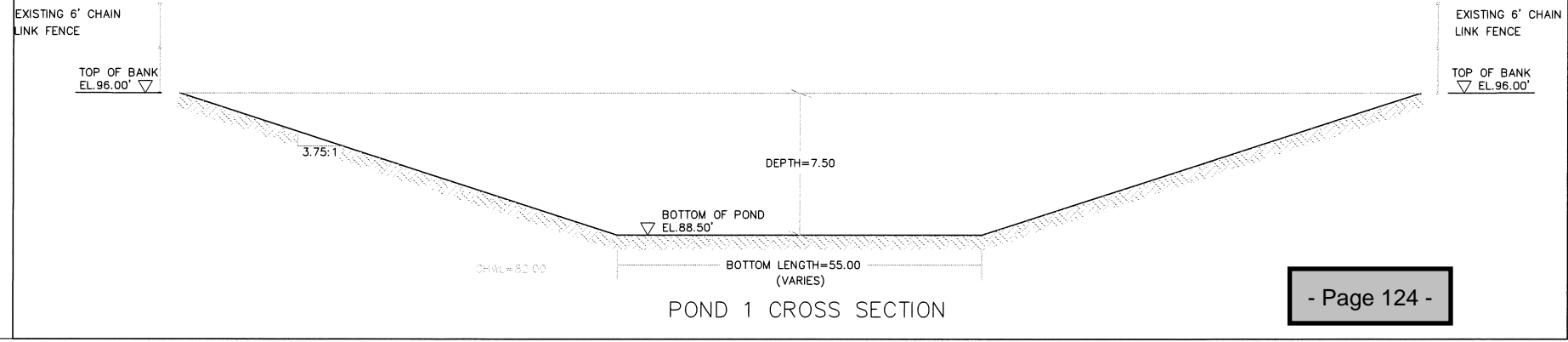
Design: DWT
 Drawn: MG
 Checked: DWT

Release:
 FINAL DEVELOPMENT PLANS

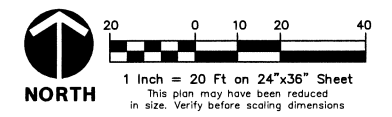
THE DESIGN OF THIS PROJECT IS BASED ON INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PROJECT. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN SERVICES PROVIDED. THE DESIGNER DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN SERVICES PROVIDED. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



MATCHLINE - SEE SHEET C-202



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**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
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 EAST SEMORAN BLVD.
 APOPKA, FL 32703

Revisions:

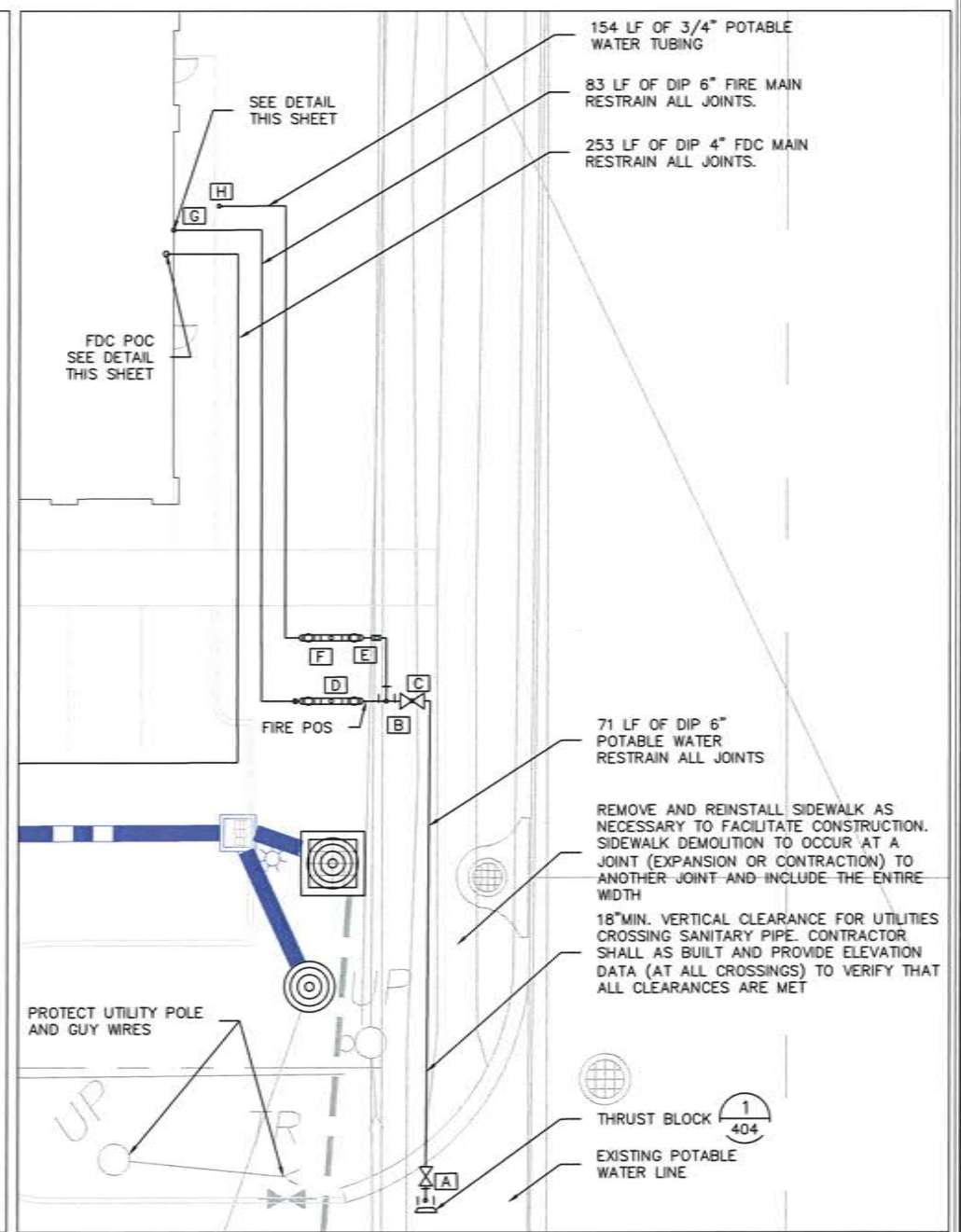
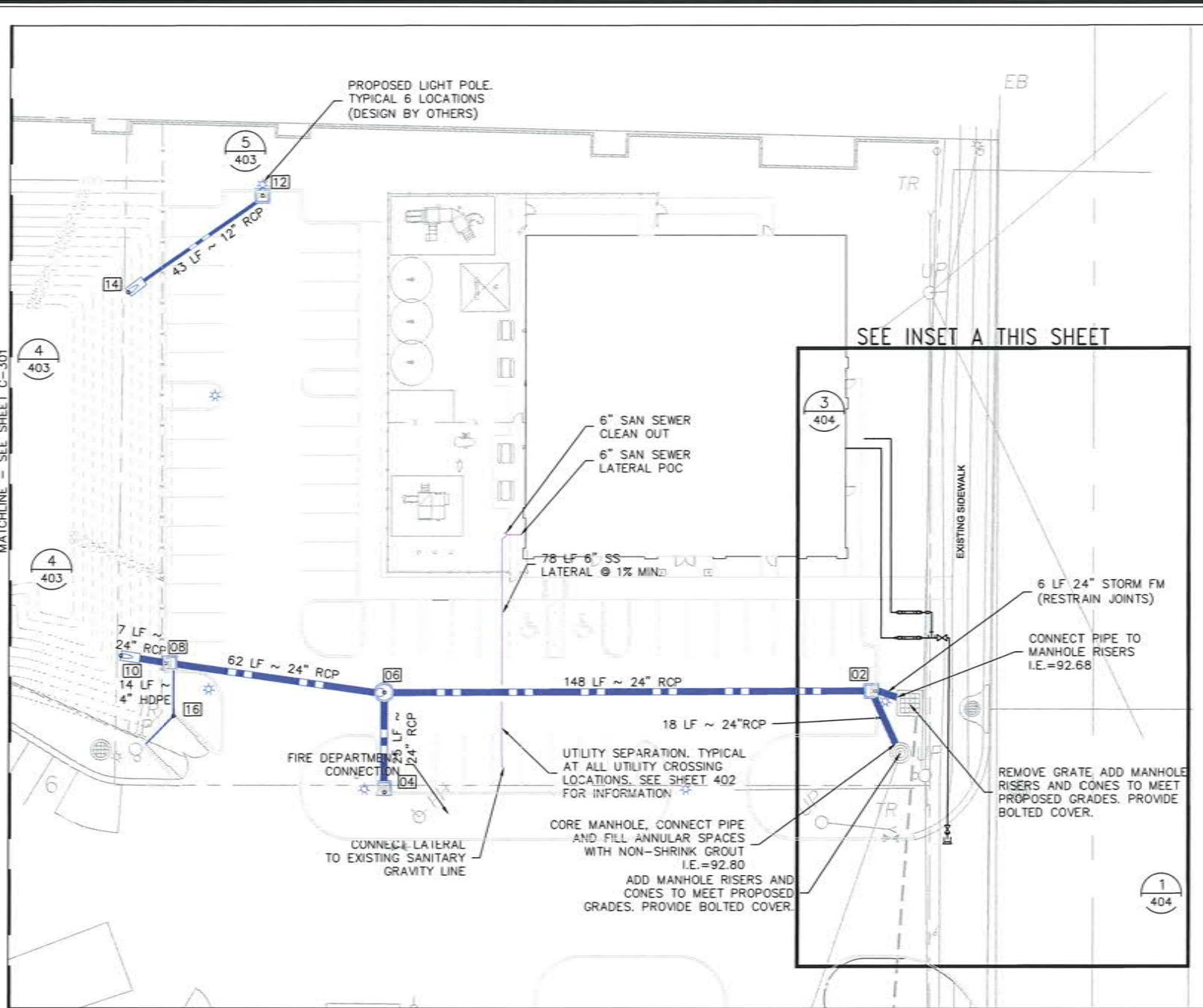
No.	Date	Description
1	12/22/2016	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS
2	02/24/2018	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS NO. 2
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**FINAL DEVELOPMENT PLAN
 GRADING PLAN**
 Scale: 1" = 10'
 Date: 01-14-16
 Project No: 06388009
 Design: DWT
 Drawn: MG
 Checked: DWT

Release: FINAL DEVELOPMENT PLANS

C-203

**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
AND DAYCARE BUILDING**
EAST SEMORAN BLVD.
APOPKA, FL 32703

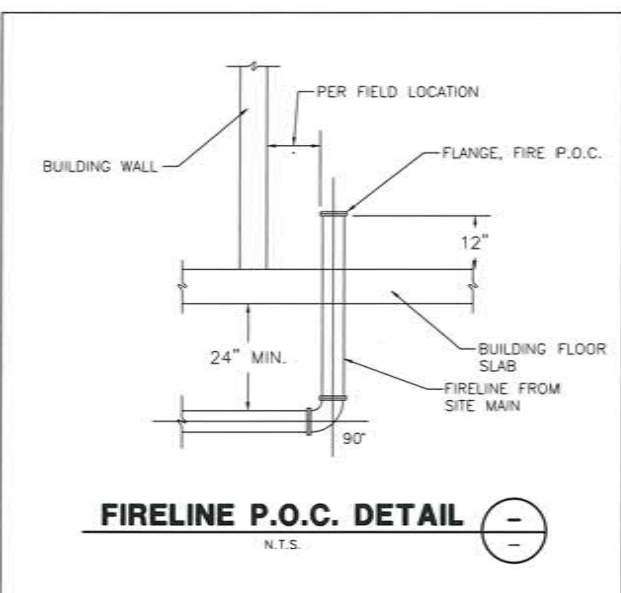


UTILITY LEGEND

- SS SANITARY SEWER LATERAL
- SM STORM MANHOLE
- SD STORM DRAINAGE LINE
- SD MITERED END SECTION
- PW POTABLE WATER LINE
- GV GATE VALVE AND BOX
- TEE
- FH FIRE HYDRANT LOCATION
- T9 TYPE 9 INLET
- LP PROPOSED LIGHT POLE (DESIGNED BY OTHERS)

STORM STRUCTURE TABLE

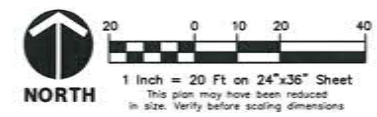
02 TYPE '9' INLET RIM=99.29 I.E.=94.29 (W,E,S) N 1578690.92 E 506029.86	10 MES I.E.=93.00 N 1578702.13 E 505794.15
04 TYPE '9' INLET RIM=98.38 I.E.=93.38 (N) N 1578659.45 E 505876.52	12 TYPE '9' INLET RIM=98.57 I.E.=93.57 (SW) N 1578845.20 E 505838.33
06 MANHOLE RIM=98.60 I.E.=93.25 (W,E,S) N 1578690.58 E 505876.48	14 MES I.E.=93.50 N 1578815.18 E 505796.31
08 TYPE '9' INLET RIM=97.02 I.E.=92.94 (W,E,S) N 1578699.71 E 505808.33	16 4" TRENCH DRAIN RIM=97.00 I.E.=93.01 N 1578683.32 E 505810.76



UTILITY LAYOUT TABLE

A 8"x6" TAPPING SLEEVE & VALVE N 1578644.82 E 506052.20	B 6"x3/4" DOUBLE STRAP TAPPING SADDLE & CURB STOP N 1578707.47 E 506047.20
C 6" SERVICE VALVE N 1578707.47 E 506050.45	D 6" RPDA BFP N 1578707.47 E 506040.29
E 3/4" WATER METER N 1578715.39 E 506045.92	F 3/4" RPZ BFP N 1578715.39 E 506040.29
G 6" FIRE MAIN POC N 1578766.51 E 506020.38	H 6" POTABLE WATER POC N 1578769.51 E 506026.08

INSET A
SCALE 1" = 10'



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Revisions:

No.	Date	Description
1	10/25/2018	RESPONSE TO CITY REVIEW COMMITTEE COMMENTS

**FINAL DEVELOPMENT PLAN
UTILITY PLAN**

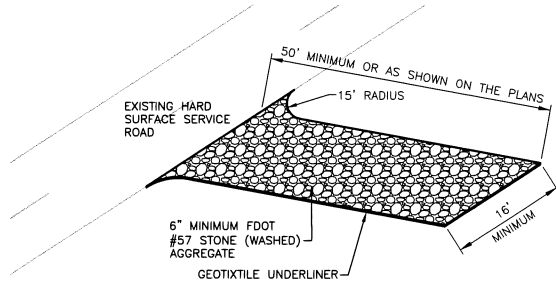
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Date: 02-03-18
Project No: 06388009

Design: DWT
Drawn: MG
Checked: DWT

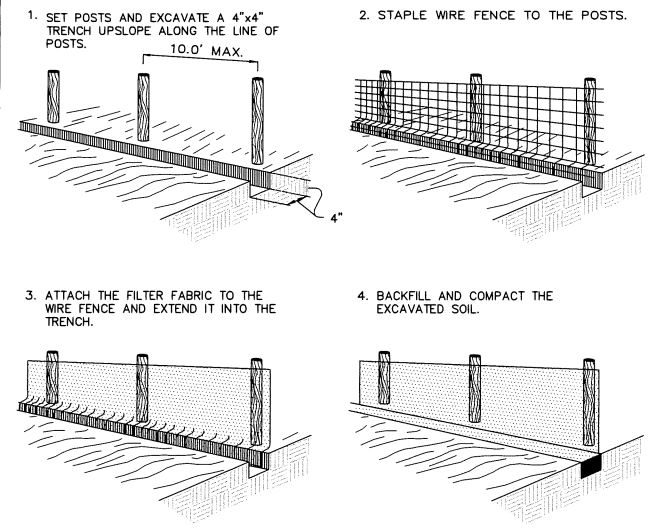
Release: FINAL DEVELOPMENT PLANS

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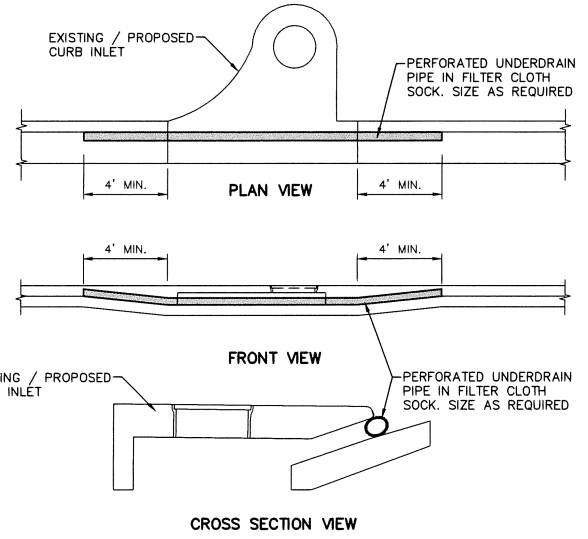
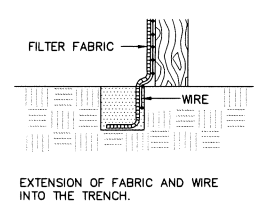
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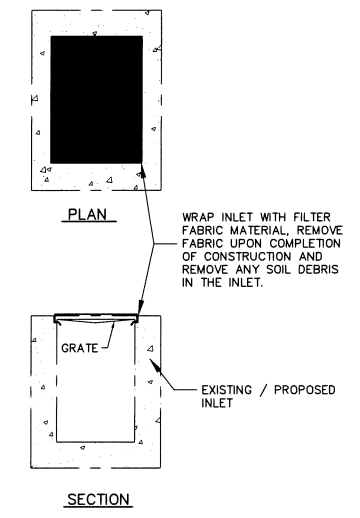
CRUSHED STONE CONSTRUCTION ENTRANCE
 N.T.S. 1
400



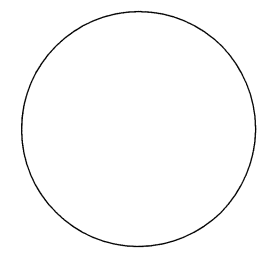
SINGLE SILT FENCE DETAIL
 N.T.S. 2
400



CURB INLET PROTECTION
 N.T.S. 3
400



INLET PROTECTION FILTER FABRIC DETAIL
 N.T.S. 4
400



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**WEKIVA RIVERWALK LOT 1 SHOPPING CENTER
 AND DAYCARE BUILDING**
 EAST SEMORAN BLVD.
 APOPKA, FL 32703

Revisions:

No.	Date	Description
8		
7		
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5		
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2		
1		

**FINAL DEVELOPMENT PLAN
 DETAILS**

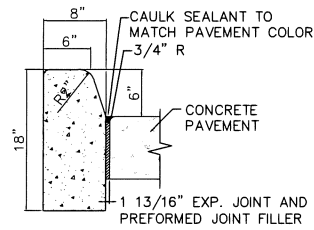
Scale: NTS
 Date: 02-03-16
 Project No.: 06388009

Design: DWT
 Drawn: MG
 Checked: DWT

Release:
 FINAL DEVELOPMENT PLANS

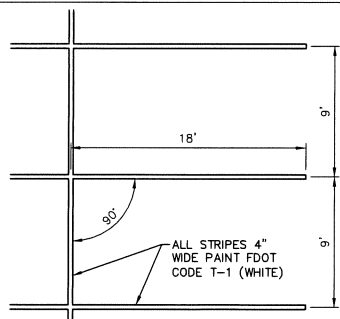
C-400

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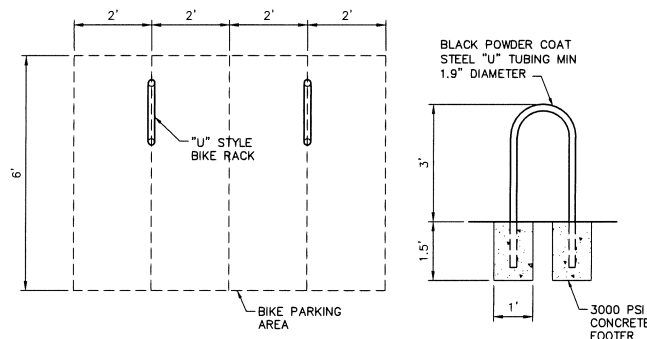


NOTE:
FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT. DETAIL SHOWN NEXT TO CONCRETE PAVEMENT. PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN THE CURB AND CONCRETE PAVEMENT ONLY.

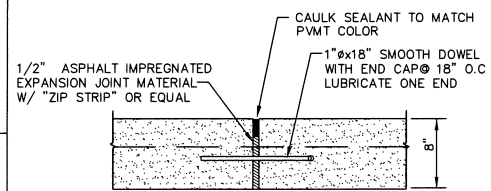
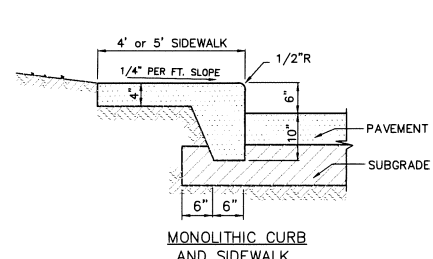
TYPE 'D' CURB 1
N.T.S. 401



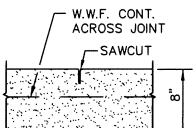
TYPICAL PARKING STALL STRIPING DETAIL 2
N.T.S. 401



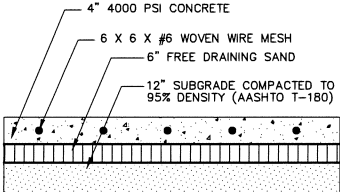
BICYCLE PARKING DETAIL 3
N.T.S. 401



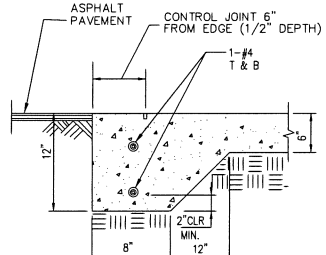
EXPANSION JOINT SECTION



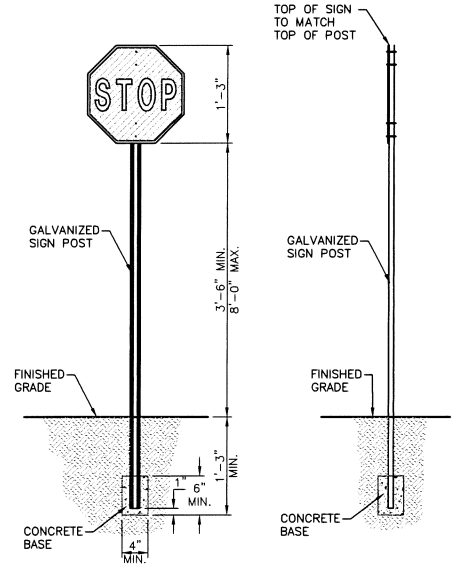
CONTRACTION JOINT SECTION



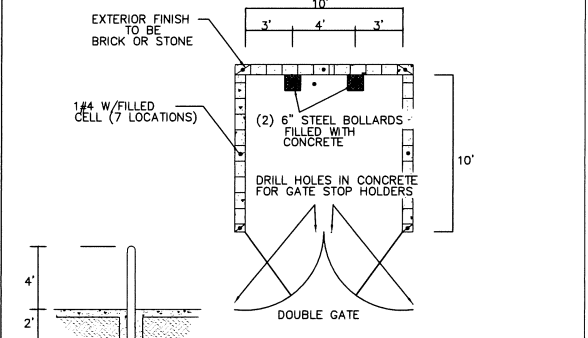
PAVEMENT SECTION



TYPICAL PAVEMENT - THICKENED EDGE



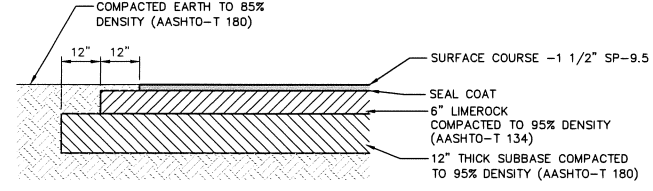
SIGN WITH FOUNDATION DETAIL (STOP SIGN SHOWN) 8
N.T.S. 401



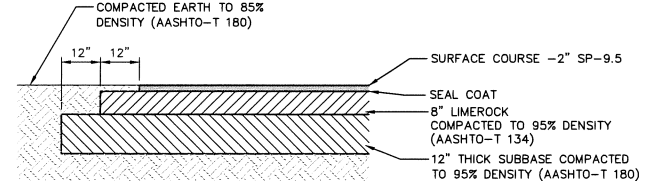
BOLLARD DETAIL
GATE: DECORATIVE METAL DOUBLE GATE (6'x10'), WITH 180 DEGREE SWING HINGE.
WALLS: 6 FEET HIGH, DUMPSTER SCREENING ENCLOSURES TO BE CONSTRUCTED OF CONCRETE BLOCK WITH EXTERIOR FINISH BEING BRICK OR STONE CAP BLOCK ON WALL. ANY VARIATION OF THE ABOVE MUST BE APPROVED BY COMMUNITY DEVELOPMENT DIRECTOR.
BOLLARDS: TO BE PLACED 10 INCHES FROM WALL AND TO BE YELLOW PAINTED.

TRASH ENCLOSURE DETAIL 9
N.T.S. 401

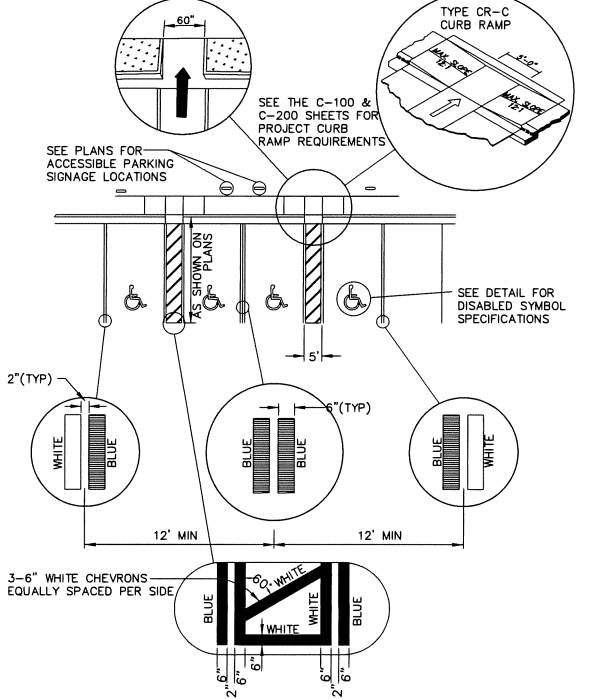
- DESIGN OF BLOCK STRUCTURE AND GATE SYSTEM BY OTHERS
- DIMENSIONS AND LAYOUT OF DUMPSTER ENCLOSURE TO BE CONFIRMED WITH OWNER PRIOR TO CONSTRUCTION OF ENCLOSURE AREA.
- STRUCTURAL AND ARCHITECTURAL DESIGN OF WALL AND GATE STRUCTURES BY OTHERS



STANDARD DUTY ASPHALT PAVEMENT SECTION 4
N.T.S. 401



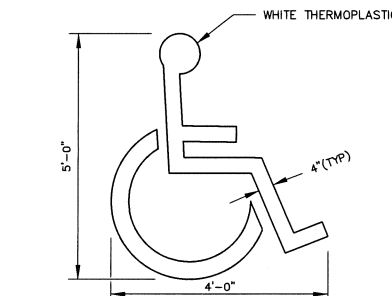
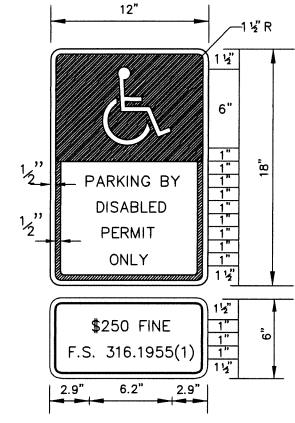
HEAVY DUTY ASPHALT PAVEMENT SECTION 5
N.T.S. 401



ACCESSIBLE PARKING STRIPING FOR MULTIPLE SPACES
FDOT 17346

NOTES:

- EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT OR THERMOPLASTIC, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY." OR BEARING BOTH SUCH SYMBOL AND CAPTION. SUCH SIGNS SHALL NOT BE OBSERVED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION OR LOCAL GOVERNMENTAL AGENCIES.



TYPICAL PAVEMENT SYMBOL FOR ACCESSIBLE PARKING
ACCESSIBLE PARKING SIGNAGE

NOTE: (ACCESSIBLE SIGN ONLY)

- ALL LETTERS SHALL BE BLACK AND 1" IN HEIGHT. LETTERS ARE TO BE SERIES "B" OR "C", PER MUTCD.
- TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
- BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK BORDER.
- ONE SIGN REQUIRED FOR EACH PARKING SPACE.
- HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORMED TRAFFIC CONTROL DEVICES (MUTCD).
- SIGNS TO BE A MIN. OF 60" ABOVE SURFACE OF PARKING STALL (MEASURED TO BOTTOM OF SIGN).

ACCESSIBLE PARKING & SIGNAGE DETAIL 6
N.T.S. FDOT INDEX NO. 17346 AND 17355 401

TYPICAL CONCRETE SIDEWALK DETAIL 7
N.T.S. 401

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APOPKA, FL 32703

Revisions:

No.	Date	Description
1		
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FINAL DEVELOPMENT PLAN DETAILS
Scale: NTS
Date: 02-03-16
Project No: 06388009
Design: DWT
Drawn: MG
Checked: DWT

Release: FINAL DEVELOPMENT PLANS

C-401

David W. Taylor, PE
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Revisions:

No.	Date	Description
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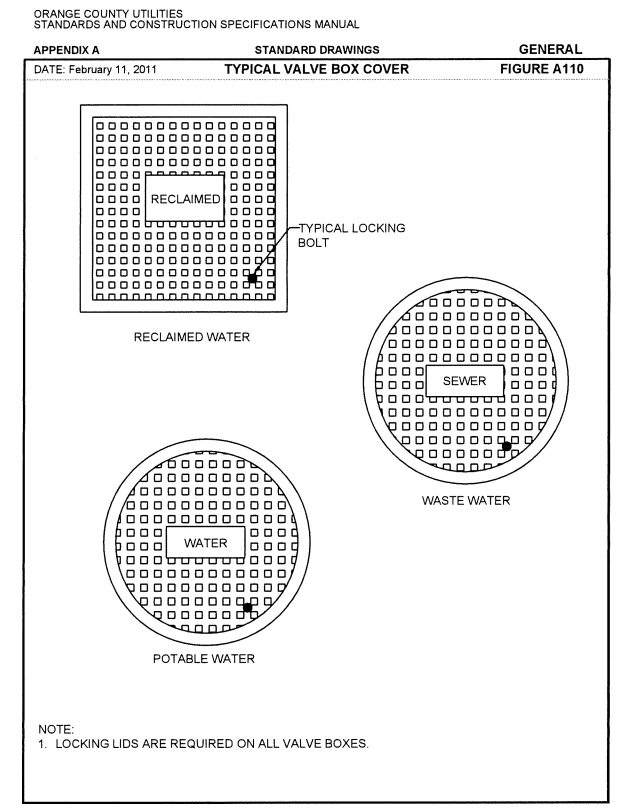
**FINAL DEVELOPMENT PLAN
DETAILS**

Design: DWT
Drawn: MG
Checked: DWT
Scale: NTS
Date: 02-03-16
Project No: 06388009

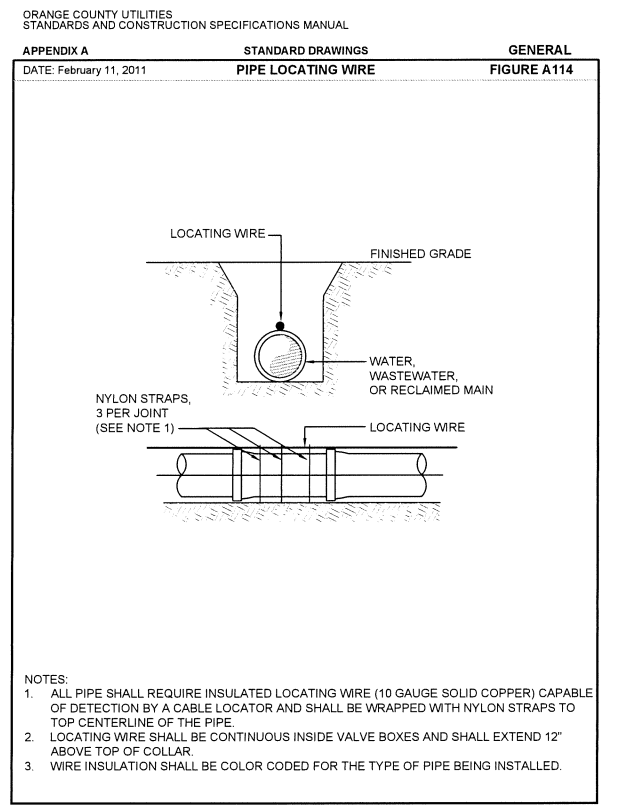
Release: FINAL DEVELOPMENT PLANS

C-402

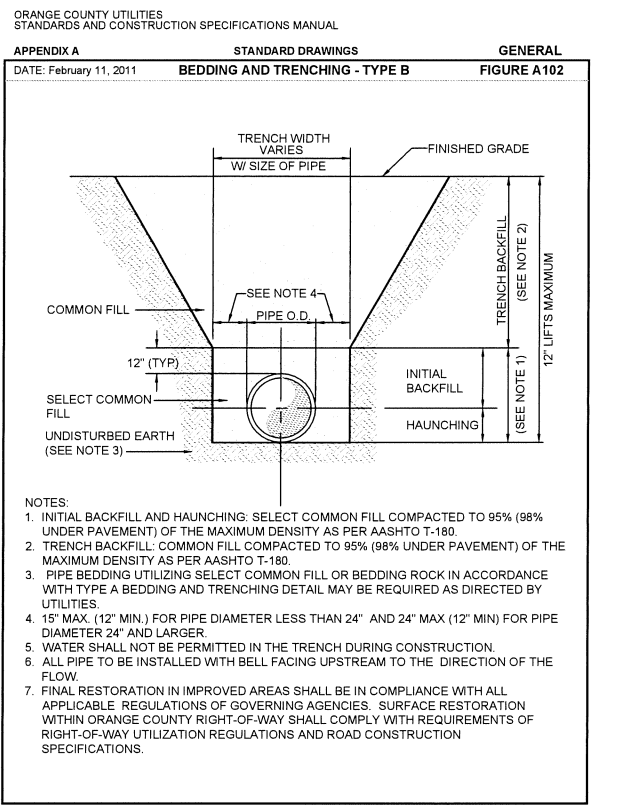
David W. Taylor, PE
Fl. Licence No. 60928



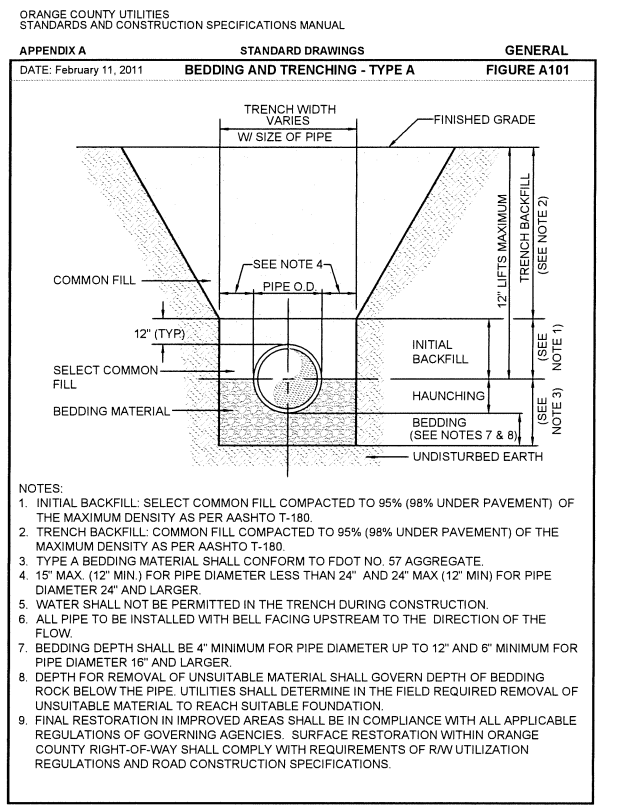
TYPICAL VALVE BOX COVER 4
N.T.S. 402



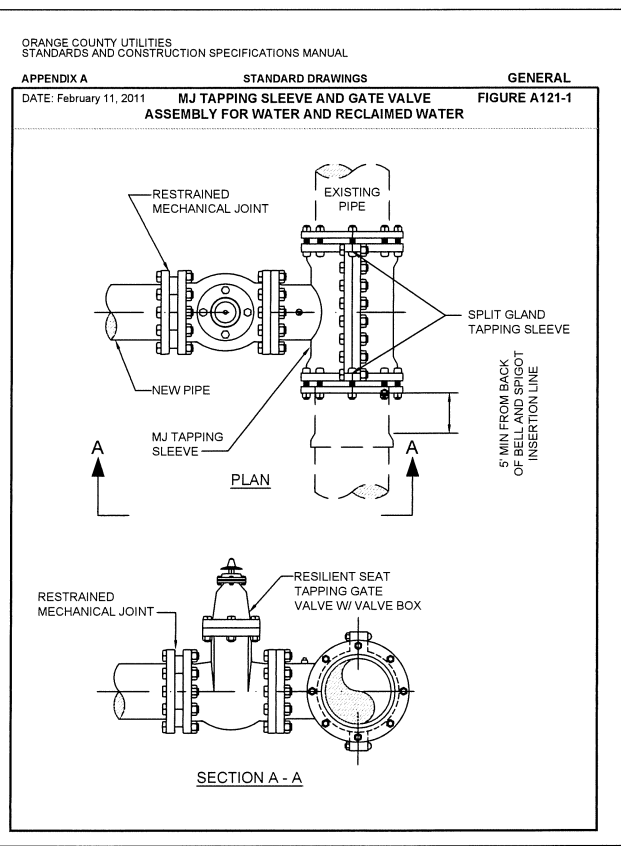
PIPE LOCATION WIRE 3
N.T.S. 402



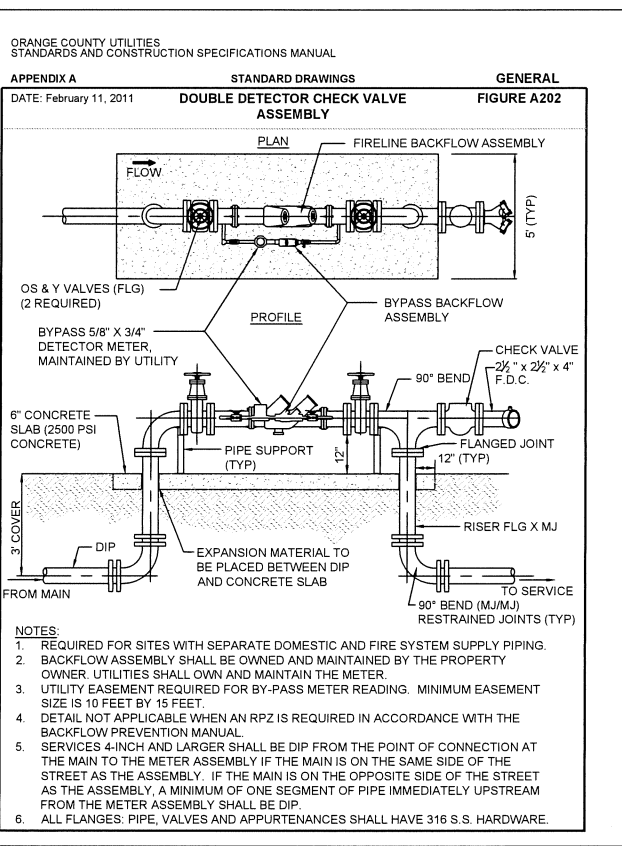
BEDDING & TRENCHING TYPE B 2
N.T.S. 402



BEDDING & TRENCHING TYPE A 1
N.T.S. 402



MJ TAPPING SLEEVE AND GATE VALVE ASSEMBLY FOR WATER AND RECLAIMED WATER 7
N.T.S. 402



DOUBLE DETECTOR CHECK VALVE ASSEMBLY 6
N.T.S. 402

ORANGE COUNTY UTILITIES
STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL

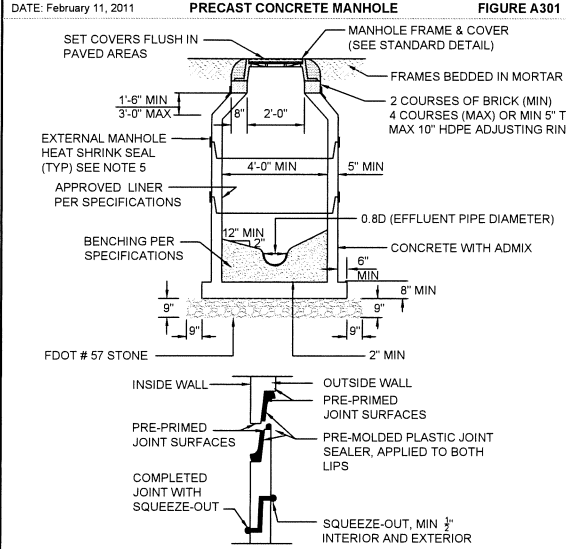
APPENDIX A STANDARD DRAWINGS GENERAL
DATE: February 11, 2011 SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS FIGURE A116

PROPOSED UTILITY	HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS							
	POTABLE WATER		RECLAIMED WATER		WASTEWATER (GRAVITY & FM)		STORM SEWER	
	HORIZ	VERT	HORIZ	VERT	HORIZ	VERT	HORIZ	VERT
POTABLE WATER	3' NOTE 1	12"	3' NOTE 1 & 3	12" NOTE 3	6' NOTE 3	12" NOTE 3	3' NOTE 1 & 3	12"/18" NOTE 2 & 3
RECLAIMED WATER	3' NOTE 1 & 3	12" NOTE 3	3' NOTE 1	12"	3' NOTE 1	12"	3' NOTE 1	12"/18" NOTE 2
WASTEWATER (GRAVITY AND FM)	6"	12" NOTE 3	3' NOTE 1	12"	3' NOTE 1	12"	3' NOTE 1	12"/18" NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	3' NOTE 1	N/A	3' NOTE 1	N/A	N/A	N/A

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTHS, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. THE 18-INCH SEPARATION REQUIREMENT APPLIES WHEN THE STORM PIPE CROSSES ABOVE THE OCU MAIN, AND WHEN THE STORM PIPE HAS A DIAMETER EQUAL TO OR GREATER THAN 24 INCHES. OTHERWISE, THE REQUIRED SEPARATION IS 12 INCHES.
3. THIS SEPARATION REQUIREMENT COMPLIES WITH MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, FAC. VARIANCES FROM THE FDEP REQUIREMENTS MUST COMPLY WITH 62-555.314(5), FAC AND MUST BE APPROVED INDIVIDUALLY BY BOTH FDEP AND OCU.
4. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLE OR STRUCTURE.

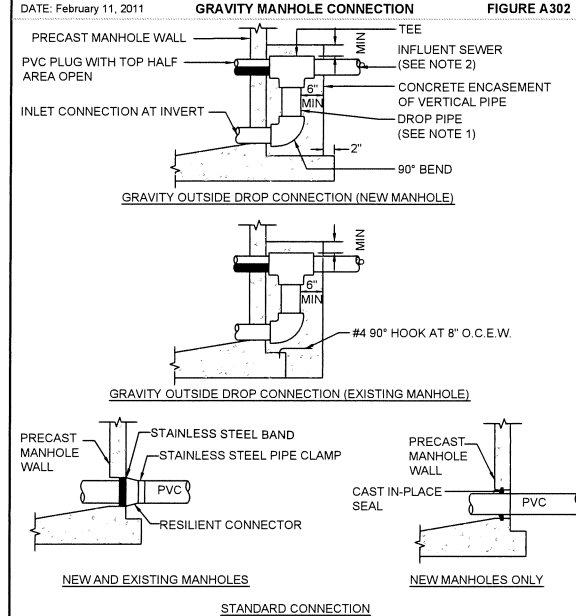
SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS 5
N.T.S. 402

APPENDIX A STANDARD DRAWINGS GENERAL
DATE: February 11, 2011 PRECAST CONCRETE MANHOLE FIGURE A301



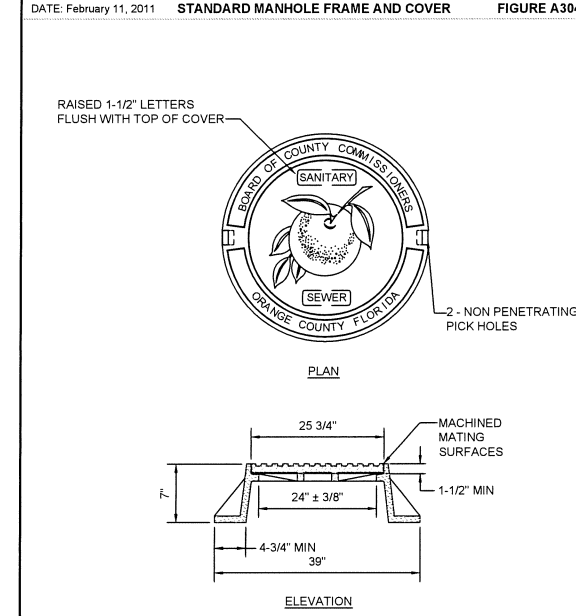
- NOTES:
1. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAIL.
2. ECCENTRIC CONE DESIGN MAY BE USED FOR CONFLICT RESOLUTION WITH OCC APPROVAL.
3. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
4. LIFT HOLES THROUGH STRUCTURE ARE NOT PERMITTED.
5. WRAP TIGHTLY AROUND CASTING JOINTS AND APPLY HIGH INTENSITY PROPANE TORCH TO EFFECTIVELY SEAL THEM FROM GROUND WATER INFILTRATION.
6. HDPE ADJUSTING RINGS MAY BE SUBSTITUTED FOR BRICK RISERS.
7. SECTION HEIGHTS VARY AS REQUIRED, AND AS AVAILABLE, FROM APPROVED MANUFACTURERS LISTED IN APPENDIX D.

APPENDIX A STANDARD DRAWINGS GENERAL
DATE: February 11, 2011 GRAVITY MANHOLE CONNECTION FIGURE A302

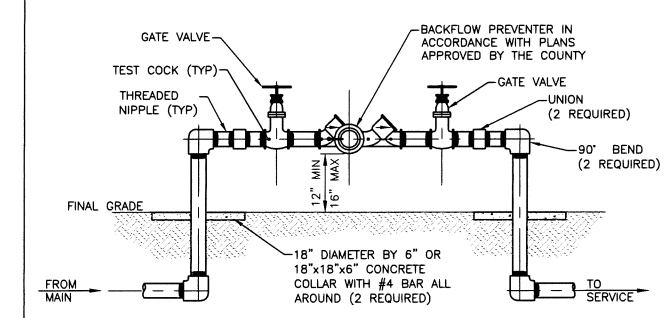


- NOTES:
1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT LINES WHICH HAVE AN INVERT 2' OR MORE ABOVE THE MANHOLE INVERT.
3. CONTRACTOR TO COORDINATE THE PRESENCE OF UTILITIES INSPECTOR DURING CORING AND CONNECTIONS TO EXISTING MANHOLES.

APPENDIX A STANDARD DRAWINGS GENERAL
DATE: February 11, 2011 STANDARD MANHOLE FRAME AND COVER FIGURE A304

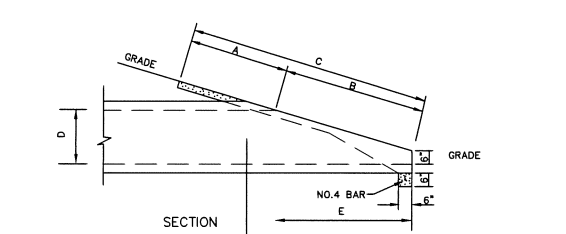
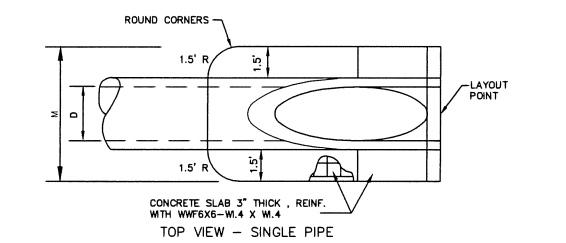


- NOTES:
1. ONLY APPLIES TO UTILITIES OWNED AND MAINTAINED MANHOLES. "ORANGE COUNTY" SHALL NOT APPEAR ON PRIVATE MANHOLES.



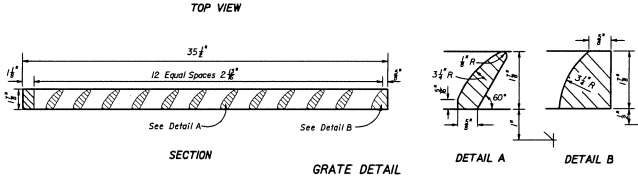
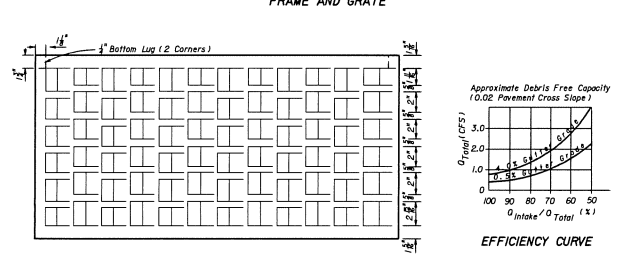
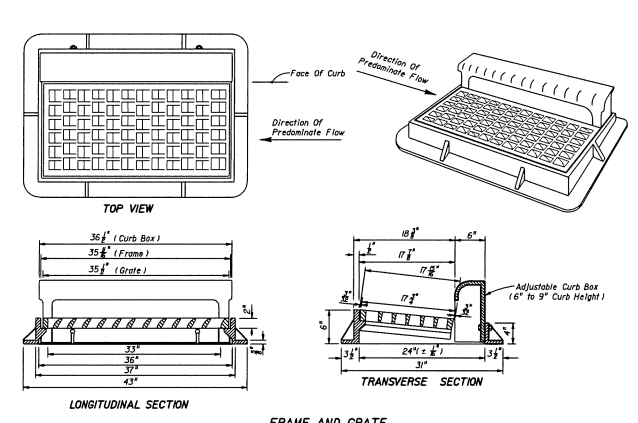
- NOTES:
1. ALL PIPE FITTINGS SHALL BE BRASS.
2. PAINTING IN ACCORDANCE WITH THIS MANUAL.

REDUCED PRESSURE BACKFLOW PREVENTER 6/403
N.T.S.

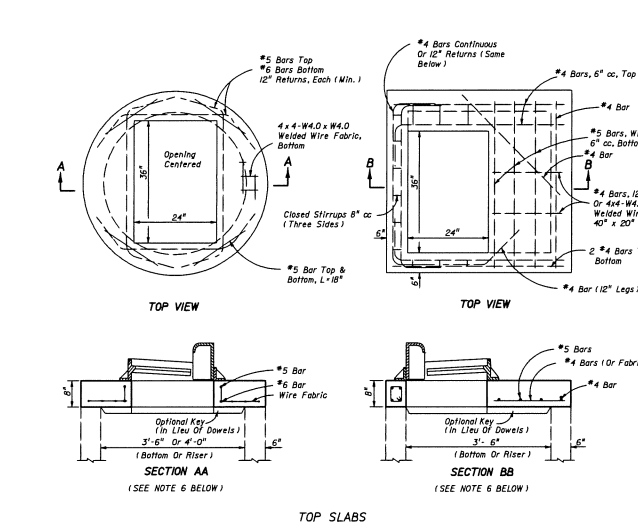


DIMENSIONS							SINGLE PIPE	DOUBLE PIPE
D	X	A	B	C	E	G		
18"	2'-7"	2.51'	4.98'	8.36'	4.03'	1.72'	4.83'	
18"	2'-10"	2.36'	5.19'	7.28'	4.03'	1.41'	4.56'	
24"	3'-1"	2.63'	5.18'	9.71'	7.83'	1.73'	8.50'	
30"	4'-3"	2.79'	9.29'	11.76'	8.03'	2.00'	6.98'	
36"	5'-1"	2.87'	11.43'	14.81'	11.02'	2.24'	6.67'	
42"	6'-9"	3.08'	13.37'	18.42'	13.02'	2.49'	13.29'	
48"	8'-9"	3.32'	15.43'	18.85'	15.03'	2.65'	7.83'	
54"	7'-8"	3.39'	17.49'	20.88'	17.03'	2.83'	8.42'	

MITERED END SECTION 4/403
FDOT INDEX NO. 273 N.T.S.



TYPE 9 CURB INLET DETAIL 5/403
N.T.S. FDOT STD. INDEX 214



- GENERAL NOTES:
1. This Inlet is primarily intended for locations with light to moderate flows where right of way does not permit the use of throatless curb inlets Types 1 through 6. The typical application is on curb returns to city streets. The inlet grate is suitable for pedestrian and bicycle traffic.
2. This Inlet is to be located outside of curb ramp area in vertical faced curbs such as Curb and Gutter Type F. Grate shall be oriented with vane directed toward predominant flow.
3. For structure bottoms see Index No. 200. For supplemental details see Index No. 201.
4. All steel in slab tops shall have 1/4" minimum cover unless otherwise shown. Tops shall be either cast-in-place or precast concrete.
5. For Alternate B applications, top slab openings shall be placed such that 2 edges of inlet frame will be located directly above bottom wall or riser wall.
6. When used on a structure with dimensions larger than those detailed above and risers are not applied, the top slab shall be constructed using Index No. 200 with the slab opening adjusted to 24"x36". The "Special Top Slab" on Index No. 200 is not permitted.
7. Frame may be adjusted with one to six courses of brick.
8. Cast Iron frame grate and lead to be U.S. Fractory 320-408, Hensch Laundry R-3067-L, or approved equal.
Inlet and grate detail shown is Hensch R-3067-L. Vaned grates with approximately equal openings will be permitted that satisfy AASHTO HS-20 loading. Inlet and grate shall be Class 30 castings in accordance with ASTM A48. Grates shall be reversible, right or left.

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EB 9814

WEKIVA RIVERWALK LOT 1 SHOPPING CENTER AND DAYCARE BUILDING
EAST SEMORAN BLVD.
APOPKA, FL 32703

Revisions:

No.	Date	Description
1.		
2.		
3.		
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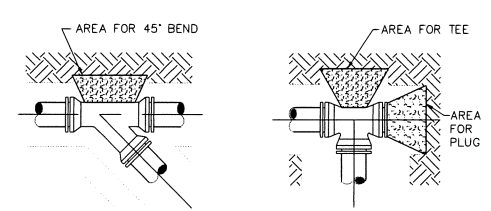
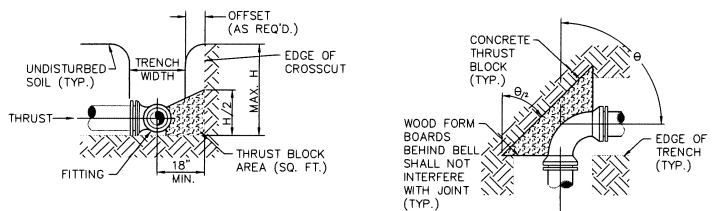
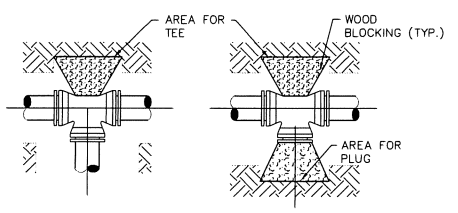
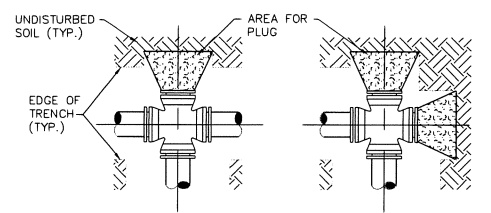
FINAL DEVELOPMENT PLAN DETAILS
Scale: NTS
Date: 02-03-16
Project No: 06388009
Design: DWT
Drawn: MG
Checked: DWT

Release: FINAL DEVELOPMENT PLANS

C-403

David W. Taylor, PE
Fl. Licence No. 60928

HARRIS CIVIL ENGINEERS, LLC AND WEE CREATED, DEVELOPED AND DELIVERED FOR USE WITH THE SPECIFIED PROJECT. HARRIS CIVIL ENGINEERS RESERVE COMMENTS AND OTHER RIGHTS RESTRICTING THIS DRAWING TO THE ORIGINAL PROJECT OR PURPOSE FOR WHICH THEY WERE PREPARED. REPRODUCTIONS, CHANGES OR ASSIGNMENTS ARE PROHIBITED WITHOUT THE WRITTEN PERMISSION OF HARRIS CIVIL ENGINEERS.



- NOTES:
- THRUST BLOCK BEARING AREAS SHALL BE POURED AGAINST UNDISTURBED MATERIAL WHERE TRENCH WALL HAS BEEN DISTURBED. EXCAVATE ALL LOOSE MATERIAL AND EXTEND TO UNDISTURBED MATERIAL.
 - EXTEND THRUST BLOCK FULL LENGTH OF FITTINGS. JOINTS SHALL NOT BE COVERED BY THRUST BLOCKS. FITTINGS SHALL BE PROTECTED BY POLYETHYLENE FILM (8 ML.) PRIOR TO PLACING CONCRETE THRUST BLOCK.
 - ROUGH BLOCKS SHALL BE USED ALONG SIDES OF THRUST BLOCKS, AS REQUIRED.
 - THRUST BLOCKS SHALL BE USED IN COMBINATION, AS REQUIRED TO SUIT THE FITTING ARRANGEMENT.
 - ALTERNATE DESIGNED RESTRAINING SYSTEMS SHALL BE PROVIDED WHERE STANDARD THRUST BLOCKING IS NOT SUITABLE AND/OR SOIL RESISTANCE BEARING IS LESS THAN 1500 PSF.
 - ALL WOOD BLOCKING SHALL BE PRESSURE TREATED WITH PRESERVATIVE.

SCHEDULE FOR THRUST BLOCK AREAS

PIPE SIZE (INCHES)	90° BEND (SQ. FT.)	45° BEND (SQ. FT.)	22-1/2° BEND (SQ. FT.)	11-1/4° BEND (SQ. FT.)	TEE & PLUG (SQ. FT.)	DESIGN PRESS (PSI)
4	2.7	1.4	0.7	0.4	1.9	150
6	6.0	3.2	1.7	0.9	4.2	150
8	10.7	5.8	2.9	1.5	7.5	150
10	16.7	9.0	4.6	2.3	11.8	150
12	24.0	13.0	6.6	3.3	17.0	150

NOTE:
THRUST BLOCK AREAS COMPUTED ON BASIS OF 500 LBS. PER SQ. FT. SOIL RESISTANT BEARING.

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S).

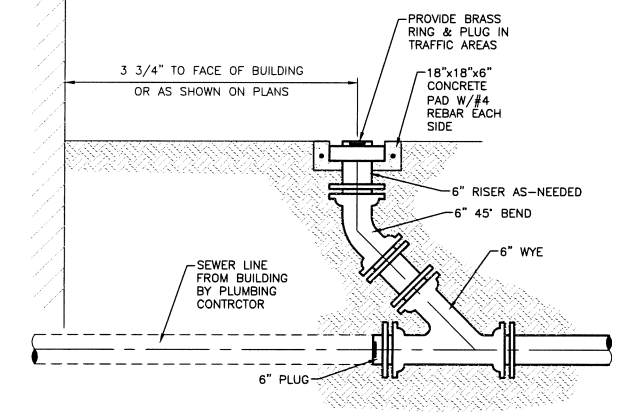
FITTING	DUCTILE IRON PIPE SIZE				PVC PIPE SIZE			
	3"	4"	6"	8"	4"	6"	8"	
HORIZONTAL FITTINGS	90° BEND	16(21)	19(25)	26(35)	34(46)	23(31)	33(44)	43(57)
	45° BEND	8(9)	8(10)	11(14)	14(18)	10(13)	14(18)	18(24)
	22-1/2° BEND	3(4)	4(5)	5(7)	7(9)	5(6)	7(9)	8(11)
	11-1/4° BEND	2(2)	2(2)	3(3)	3(4)	2(3)	3(4)	4(6)
PLUG OR BRANCH OF TEE	28(37)	33(44)	47(62)	61(82)	52(69)	73(97)	96(128)	
VERTICAL BEND UP	90° BEND	28(37)	33(44)	47(62)	61(82)	52(69)	73(97)	96(128)
	45° BEND	11(15)	14(18)	19(26)	25(34)	22(29)	30(40)	40(53)
	22-1/2° BEND	5(7)	7(9)	9(12)	12(16)	10(14)	15(19)	19(25)
	11-1/4° BEND	3(4)	3(4)	5(6)	6(8)	5(7)	7(10)	9(13)
VERTICAL BEND DOWN	90° BEND	28(37)	33(44)	47(62)	61(82)	52(69)	73(97)	96(128)
	45° BEND	8(8)	7(10)	10(14)	14(18)	8(11)	12(16)	16(21)
	22-1/2° BEND	3(4)	3(4)	5(7)	6(8)	4(5)	6(8)	8(10)
	11-1/4° BEND	1(2)	2(2)	2(3)	3(4)	2(3)	3(4)	4(5)

- NOTES:
- FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
 - INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
 - WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
 - IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE RESTRAINED UNLESS OTHERWISE INDICATED.
 - LENGTHS SHOWN IN THE TABLE HAVE BEEN DERIVED USING "EBA IRON RESTRAINED LENGTH CALCULATION PROGRAM" PUBLISHED BY EBA IRON INC. WITH THE FOLLOWING ASSUMPTIONS: (ALL 200 P.S.I. LENGTHS AND ASSUMPTIONS ARE INDICATED IN PARENTHESES)
WORKING PRESSURE: 150 P.S.I. (200 P.S.I.)
SOIL DESIGNATION: SAND-SILT (SM)
LAYING CONDITIONS: TYPE 3
SAFETY FACTOR: 2.0
DEPTH: 3 FEET

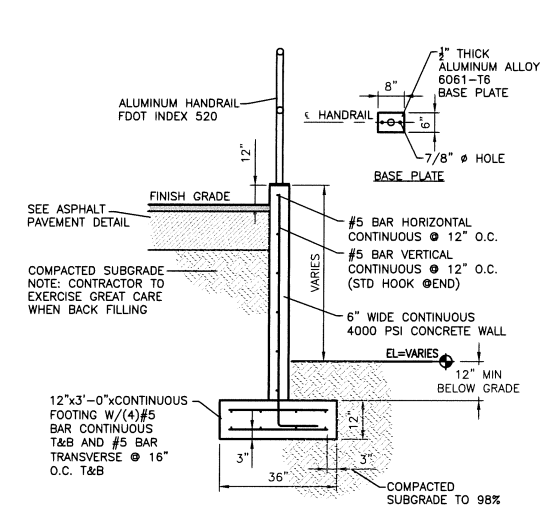
RESTRAINED PIPE LENGTH TABLE

THRUST BLOCK DETAIL (150 PSI)

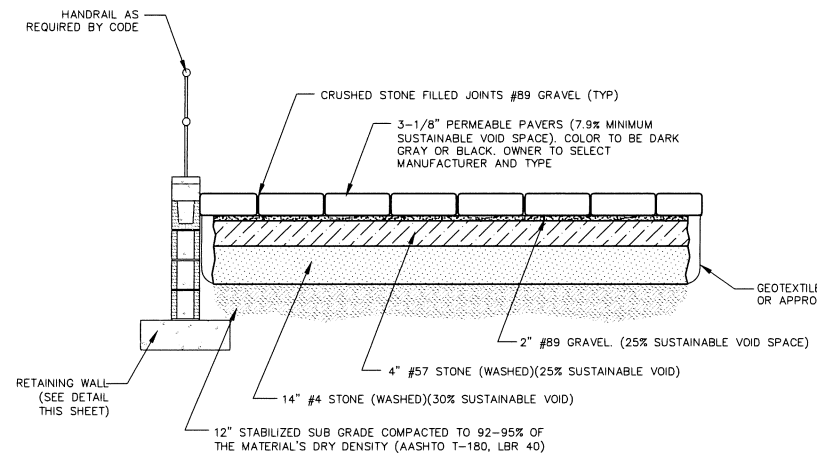
SANITARY SEWER CLEANOUT



- NOTE:
- THE CONTRACTOR SHALL LEAVE THE CLEANOUT RISER 3'-4" ABOVE GRADE AND IT SHALL REMAIN SO UNTIL LOT BUILD OUT. THE RISER SHALL THEN BE CUT AND CAPPED AT FINISHED GRADE WITH A CONCRETE PAD.
 - ALL CLEANOUTS AND CONCRETE PADS TO BE FLUSH WITH FINISH GRADE.
 - UTILITY CONTRACTOR TO INSTALL & PRESSURE TEST SEWER LATERAL. PLUMBER TO REMOVE PLUG, INSTALL LINE TO BUILDING.
 - ETCH CURB WITH "S" WHERE LATERAL CROSSES UNDER CURB.
 - ALL LATERALS SHALL HAVE 6" CLEANOUTS.
 - CLEANOUT CAPS SHALL BE SLOTTED OR HAVE A RECESSED NUT.



CONCRETE RETAINING WALL



PERVIOUS PAVER

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WEKIVA RIVERWALK LOT 1 SHOPPING CENTER AND DAYCARE BUILDING
EAST SEMORAN BLVD.
APOPKA, FL 32703

Revisions:

No.	Date	Description
1		
2		
3	02/27/2018	MINOR CHANGES FOR FINAL PLAN APPROVAL
4		
5		
6		
7		
8		

FINAL DEVELOPMENT PLAN DETAILS

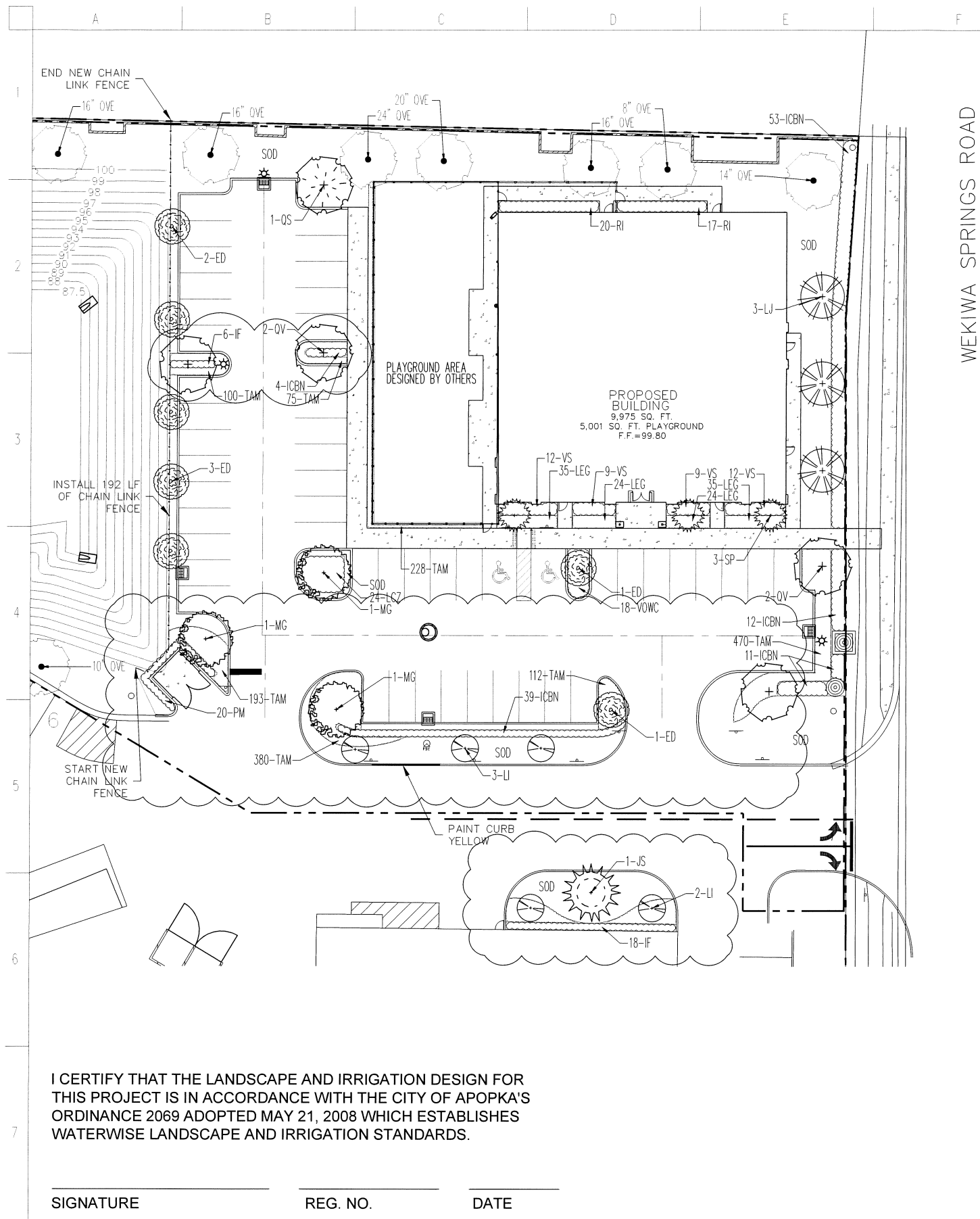
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Date: 02-09-16
Project No: 06388009

Design: DWT
Drawn: MG
Checked: DWT

Release: FINAL DEVELOPMENT PLANS

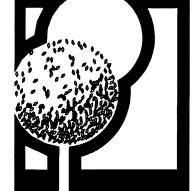
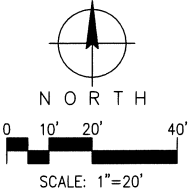
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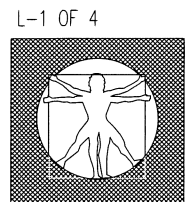


DALE & COMPANY
 651 North Mills Avenue Orlando, Florida 32803 telephone (407) 894-1317

LANDSCAPE SITE PLAN FOR
DAYCARE SITE WEKIWA RIVERWALK
 2121 EAST SEMORAN BLVD., APOPKA, FLORIDA 32703

DESIGNED BY: RCD
 DRAWN BY: RSH
 CHECKED BY: RCD
 DATE: 01-08-16

- REVISIONS
 1. 01-25-16
 2. 02-03-16 CC
 3.
 4.
 5.
 6.



PLANT LIST

KEY	TOTAL	BOTANICAL NAME	COMMON NAME	SIZE, HEIGHT, WIDTH	WATER ZONE
JS	1	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	3" DBH 10'-12' H.	LOW
MG	3	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	3" DBH 10'-12' H.	MEDIUM
QS	1	QUERCUS SHUMARDII	SHUMARD RED OAK	3" DBH 10'-12' H.	LOW
QV	4	QUERCUS VIRGINIANA	LIVE OAK	3" DBH 10'-12' H.	LOW
QVE	8	QUERCUS VIRGINIANA EXISTING	EXISTING LIVE OAK		
ED	7	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	2" DBH 8'-10' H.	LOW
LI	5	LAGERSTROEMIA INDICA	GRAPE MYRTLE	12" H. M.T.	MEDIUM
LJ	3	LIGUSTRUM JAPONICUM	JAPANESE PRIVET TREE	8' H. x 6' SPD. M.T.	HIGH
SP	3	SABAL PALMETTO	CABBAGE PALMETTO	16"-24" C.T.	LOW
ICBN	119	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	36" H. 36" O.C.	LOW
IF	24	ILICUM FLORIDANUM	FLORIDA ANISE	30" H. 30" O.C.	LOW
LCZ	24	LOROPETALUM CHINENSE 'ZHOUZHOU FUCHSIA'	ZHOUZHOU FUCHSIA FRINGE FLOWER	20"-24" H. 30" O.C.	MEDIUM
PM	20	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI PODOCARPUS	42" H. 30" O.C.	LOW
RI	37	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	15"-18" H. 30" O.C.	LOW
VOWC	18	VIBURNUM ODORATISSIMUM 'WHORLED CLASS'	WHORLED CLASS VIBURNUM	15"-18" H. 30" O.C.	LOW
VS	42	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	30" H. 30" O.C.	MEDIUM
LEG	232	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LIRIOPE	1 GAL. 18" O.C.	MEDIUM
TAM	1486	TRACHELOSPERMUM ASIATICUM 'MINIMA'	DWARF CONFEDERATE JASMINE	1 GAL. 12" O.C.	LOW
SOD	AS REQ.	PASPALUM NOTATUM	BAHIA GRASS	SOD	

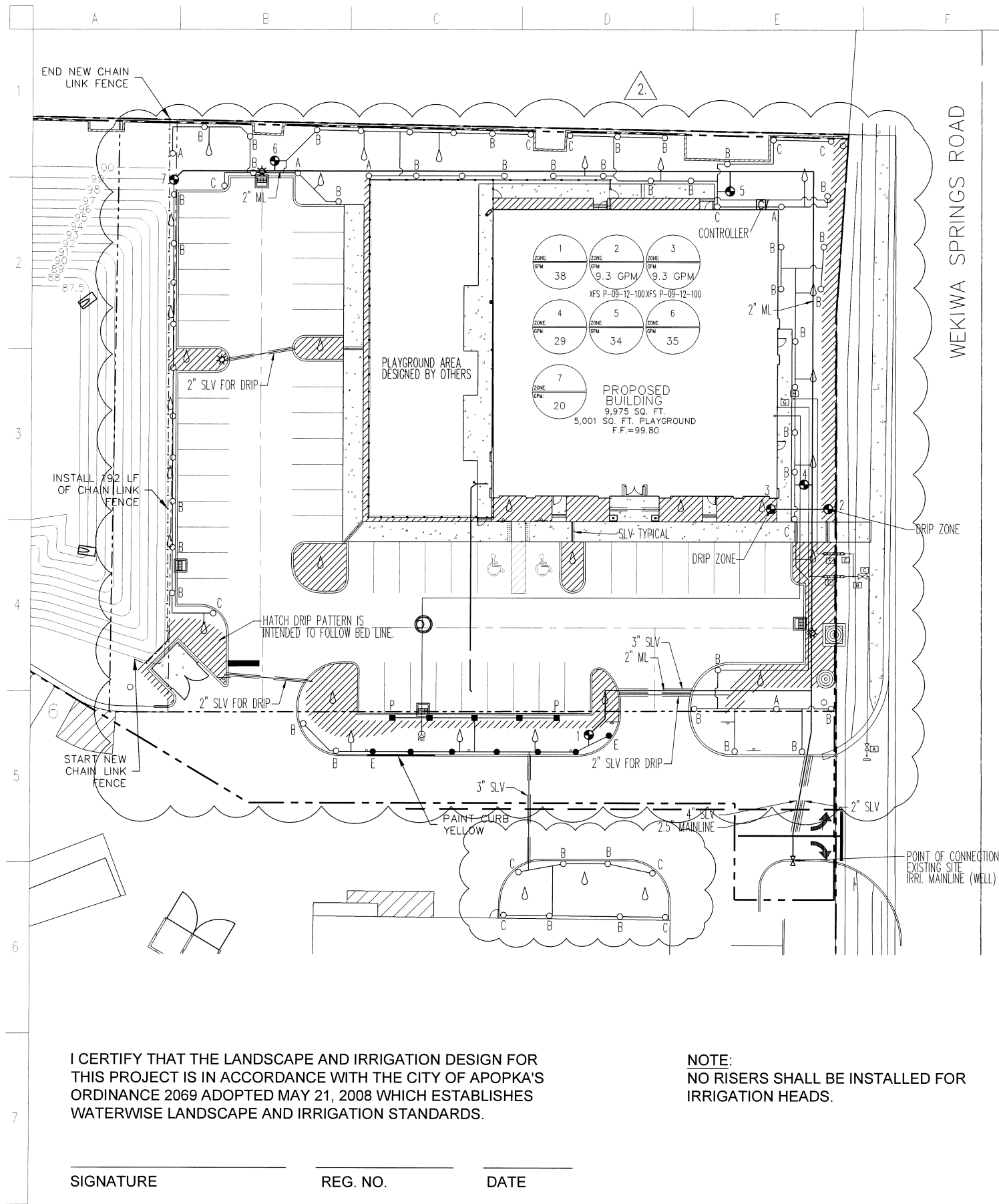
TREE DATA

	TOTAL INCHES
8 EXISTING TREES RETAINED	124"
0 EXISTING TREES LOST	0"
23 PROPOSED TREES	61.5"

SOD: 8,733.99 SQ. FT. 68%
 BEDS: 4,112.57 SQ. FT. 32%
 TOTAL: 12,846.56 SQ. FT.

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.

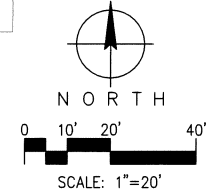
SIGNATURE _____ REG. NO. _____ DATE _____



IRRIGATION WATER DEMAND

TOTAL S.F. AREA IRRIGATED	
*GALLONS PER CYCLE	3,168
*GALLONS PER WEEK	6,336
GALLONS PER YEAR, 52 WEEKS	329,472
**GALLONS PER YEAR, 46 WEEKS	291,456

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* TWICE A WEEK DURING DAYLIGHT SAVINGS TIME (34 WEEKS), ONCE A WEEK DURING STANDARD TIME (18 WEEKS).
 ** 6 WEEKS OF RAINY SEASON TWICE A WEEK DURING DAYLIGHT SAVINGS TIME (28 WEEKS), ONCE A WEEK DURING STANDARD TIME (18 WEEKS).

RAINBIRD IRRIGATION LEGEND

KEY	MODEL DESCRIPTION	NOZZLE	RADIUS	GPM	PSI	COMMENTS
A	RAINBIRD 1806-SAM-PRS-15 MPR	15F	15'	3.7	30	*NOTES*
B	RAINBIRD 1806-SAM-PRS-15 MPR	15H	15'	1.85	30	
C	RAINBIRD 1806-SAM-PRS-15 MPR	15D	15'	0.92	30	ALL LAWN AREAS SHALL BE 6" POP-UPS.
D	RAINBIRD 1806-SAM-PRS-12 MPR	12F	12'	2.6	30	
E	RAINBIRD 1806-SAM-PRS-12 MPR	12H	12'	1.3	30	ADJUST HEADS TO AVOID OVERSPRAY.
F	RAINBIRD 1806-SAM-PRS-12 MPR	12D	12'	0.65	30	
G	RAINBIRD 1806-SAM-PRS-10 MPR	10F	10'	1.58	30	
H	RAINBIRD 1806-SAM-PRS-10 MPR	10H	10'	0.79	30	
I	RAINBIRD 1806-SAM-PRS-10 MPR	10D	10'	0.39	30	
J	RAINBIRD 1806-SAM-PRS-8 MPR	8F	8'	1.05	30	FOR RE-USE WATER USE PURPLE HEADS, PIPES, & VALVES ONLY.
K	RAINBIRD 1806-SAM-PRS-8 MPR	8H	8'	0.52	30	
L	RAINBIRD 1806-SAM-PRS-8 MPR	8D	8'	0.26	30	
M	RAINBIRD 1806-SAM-PRS-5 MPR	5F	5'	0.41	30	
N	RAINBIRD 1806-SAM-PRS-5 MPR	5H	5'	0.20	30	
O	RAINBIRD 1806-SAM-PRS-5 MPR	5D	5'	0.10	30	FIELD ADJUST IRRIGATION PLAN TO ACCOMMODATE SITE CHANGES.
P	RAINBIRD 1806-SAM-PRS-15 SST	15SST	4' x 30'	1.21	30	
Q	RAINBIRD 1806-SAM-PRS-15 CST	15CST	4' x 30'	1.21	30	
R	RAINBIRD 1806-SAM-PRS-15 EST	15EST	4' x 15'	0.61	30	
S	RAINBIRD 1806-SAM-PRS-9 SST	9SST	9' x 18'	1.73	30	CONNECT BUBBLERS FOR TREES TO NEAREST OR ADJACENT ZONE.
T	RAINBIRD 5006-PC-SAM-NP	8.0F	43'	7.06	35	
U	RAINBIRD 5006-PC-SAM-NP	4.0H	40'	3.5	35	
V	RAINBIRD 5006-PC-SAM-NP	2.0D	36'	1.81	35	
W	RAINBIRD 3504-PC-SAM-NP	4.0F	33'	3.58	35	*VELOCITY SHALL NOT EXCEED 5' PER SEC. IN ALL PIPELINES
X	RAINBIRD 3504-PC-SAM-NP	2.0H	27'	1.69	35	
Y	RAINBIRD 3504-PC-SAM-NP	1.0D	21'	0.92	35	
Z	RAINBIRD BUBBLER	BEST. COV.	5'	ADJ. 0.25-1.5	30	
	RAINBIRD XFS-P-09-12-100 SUB-SURFACE DRIP LINE ZONE	207				VALVE XCZ-100 PRBR (HAS ATTACHED FILTER)
	RAINBIRD PESBR-PRS-D VALVE (SEE PLAN FOR SIZES)					
	ISOLATION VALVE - MATCH SIZE TO MAINLINE					
	SCH40 MAINLINE (SEE PLAN FOR SIZES)					
	RAINBIRD ESP-SMTe ZONE WITH RAIN CHECK DEVICE					
	EXISTING SITE DEEP WELL					
	*VELOCITY SHALL NOT EXCEED 5' PER SEC. IN ALL PIPELINES					

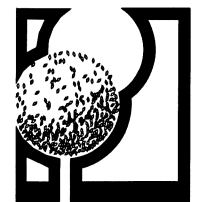
UTILITY LAYOUT TABLE

A) 8"x6" TAPPING SLEEVE & VALVE N - 330.67 E 1625.12	B) 6"x3/4" DOUBLE STRAP TAPPING SADDLE & CURB STOP N - 268.02 E 1620.13
C) 6" SERVICE VALVE N - 268.02 E 1623.37	D) 6" RPDA BFP N - 268.02 E 1613.21
E) 3/4" WATER METER N - 260.09 E 1618.85	F) 3/4" FIRE MAIN RPZ BFP N - 260.09 E 1613.21
G) 6" FIRE MAIN POC N - 208.97 E 1593.31	H) 6" POTABLE WATER POC N - 205.97 E 1599.01

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.

NOTE:
NO RISERS SHALL BE INSTALLED FOR IRRIGATION HEADS.

SIGNATURE _____ REG. NO. _____ DATE _____

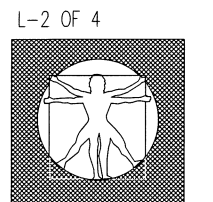


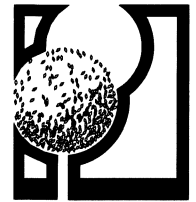
DALE & COMPANY
 651 North Mills Avenue Orlando, Florida 32803 telephone (407) 894-1317

IRRIGATION SITE PLAN FOR
DAYCARE SITE
WEKIVA RIVERWALK
 2121 EAST SEMORAN BLVD., APOPKA, FLORIDA 32703

DESIGNED BY: RCD
 DRAWN BY: RSH
 CHECKED BY: RCD
 DATE: 01-08-16

REVISIONS
 1. 01-25-16
 2. 02-03-16 CC
 3.
 4.
 5.
 6.



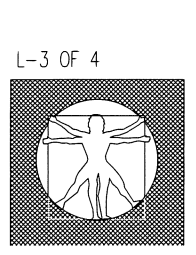


DALE & COMPANY
651 North Mills Avenue
Orlando, Florida 32803
telephone (407) 894-1317

LANDSCAPE DETAILS & SPECIFICATIONS
FOR
**DAYCARE SITE
WEKIVA RIVERWALK**
2121 EAST SEMORAN BLVD., APOPKA, FLORIDA 32703

DESIGNED BY: RCD
DRAWN BY: RSH
CHECKED BY: RCD
DATE: 01-08-16

REVISIONS
1.
2.
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6.



Planning

Analysis

Architecture

L-3 OF 4

SECTION 02900 LANDSCAPE
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, taxes, and service to complete all work as shown on the drawings and as specified herein.
 - C. Avoid conditions which will create hazards. Post signs or barriers as required.
 - D. Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains or winds, etc. Repair or replace such damage.
 - E. Plant totals are for the convenience of the Contractor and are not guaranteed. Verify drawings. Planting is required as indicated on drawings.
 - F. Comply with all federal, state and local regulations.
 - G. Contractor shall notify L.A. of any adverse soil conditions encountered i.e. clay, loose fill, high water table or poor drainage and any condition adverse to planting.
 - H. Quantity deviations, questions on plans; please notify. Plant list is an estimate.

- 1.1 RELATED SECTIONS: SECTION 02810 IRRIGATION
- 1.2 REFERENCES
- A. Standard Plant Names, 1942 edition prepared by the American Joint Committee on Horticultural Nomenclature.
 - B. Grades and Standards for Nursery Plants, Florida Department of Agriculture, Part II 1993
 - C. American Standard for Nursery Stock, prepared by the American Association of Nurserymen, Inc. (ANSI Z60.1-1986)
 - D. Hortus Third, Liberty Hyde Bailey Hortorium 1976
 - E. Florida Irrigation Society Standards and Specifications for turf and Landscape Systems (Revision 61098).

- 1.3 SUBMITTALS
Provide to Owner's representative during:
- A. Preconstruction
 - 1. Unit Prices for all materials, including estimate (or quotation) or area to be sodded or seeded.
 - 2. Proposed substitutions of materials or sizes.
 - 3. Obtain approval by both landscape architect and Owner's representative.
 - B. Construction
 - 1. Plant inspection certificates and shipping invoices as requested.
 - 2. All fertilizer labels and notarized letter of conformance with these specifications.
 - C. Contract Close-out
 - 1. Two sets as-built record documents (red-line prints).

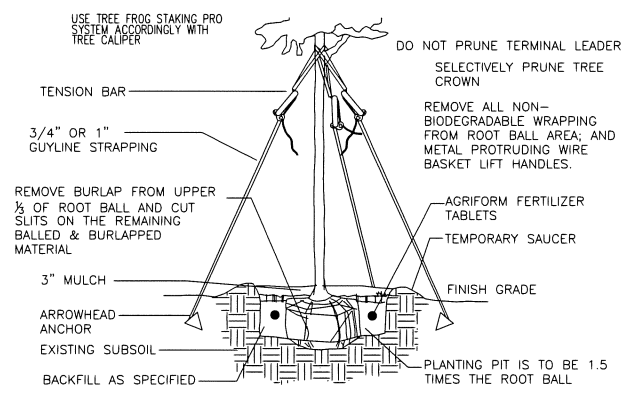
- 1.4 QUALITY ASSURANCE
- A. All work shall be performed under the constant supervision of a foreman, having at least one year experience or education in the nursery trades.
 - B. Contractor is expected to participate in a pre-construction conference with Owner and landscape architect to coordinate schedule, clarify questions, and discuss acceptable performance for payment.
 - C. Contractor is expected to participate in a contract close-out conference with Owner and landscape architect to verify completion of the work, and to establish a "Date 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 repair (at Owner's expense) as directed.
 - B. Maintenance consists of pruning, cultivation, edging, weeding, mulching, adjusting guys, resetting 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.

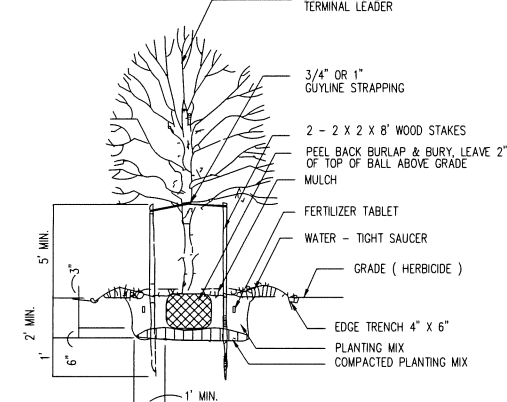
- 1.6 REPLACEMENTS
- A. During the guarantee period any plant required under this contract that is dead or not in satisfactory growth condition (as determined by the landscape architect) shall be promptly replaced by the Contractor. Replacement shall be as specified for the original planting and at no cost to the Owner.
 - B. Replacement period commences at Date of Substantial Completion and continues as follows:
 - a. Trees - one (1) year
 - b. Shrubs - ninety (90) days
 - c. Sod - ninety (90) days
 - d. Other Products - one (1) year
 - C. Time limit may be extended by mutual agreement for material in questionable health at end of guarantee period.
 - D. Plant damage by theft, vandalism, gross neglect, undue weather conditions, acts of God, or unreasonable planting are exempt from the guarantee provision.

- 3.3 INSTALLATION
- 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 berms. 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.
 - C. Final Grading
 - 1. Remove all non-conforming matter from site, such as rocks, sods, sticks, building rubble, wire, or cans.
 - 2. Dig out weeds by the roots.
 - 3. Fill in soil amendments such as lime, iron, or gypsum if indicated by local conditions, but only after approval by landscape architect. Ensure uniform application.

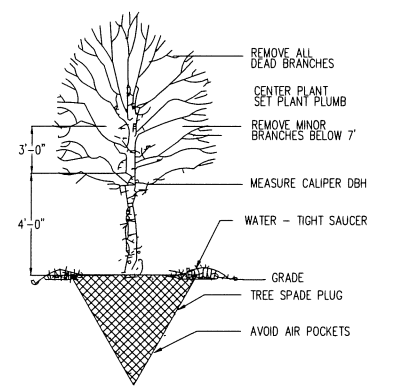
- PART TWO - PRODUCTS
- 2.0 MATERIALS
- A. Topsoils shall be fertile, natural, and typical of the locality. It shall be without subsoil or slag and shall be free of stones, lumps, plants or their roots, sticks, or other extraneous matter that is not conducive to production of plant life, or would interfere with future maintenance.
 - B. Sod may have no visible broadleaf 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 disease or insect infestation. The total amount of foreign material shall not exceed 1% of the total canopy. The material shall be clean and free of debris. It shall be strong enough that when grasped at the top it will not pull apart and handled without damage.



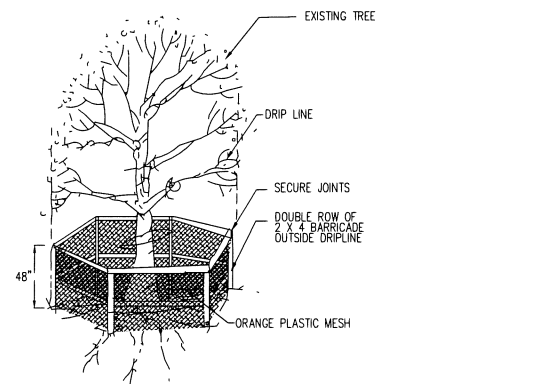
TREE STAKING DETAIL
CONTAINER OR BALL & BURLAP: 3 1/2" CAL > NO SCALE



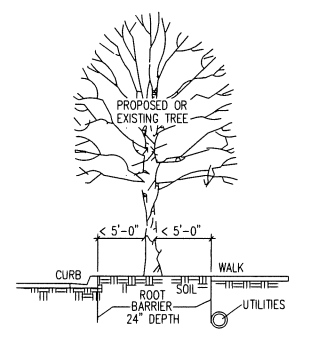
TREE DETAIL NO SCALE



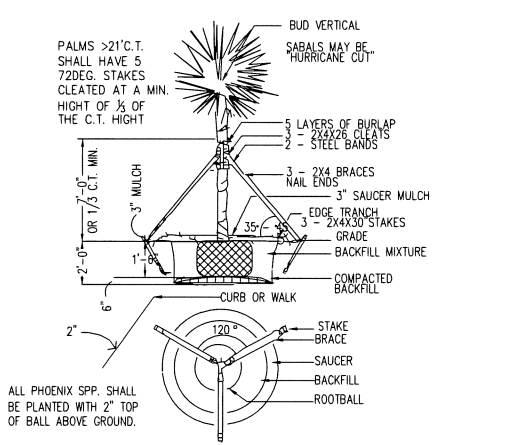
TREE TRANSPLANT DETAIL NO SCALE



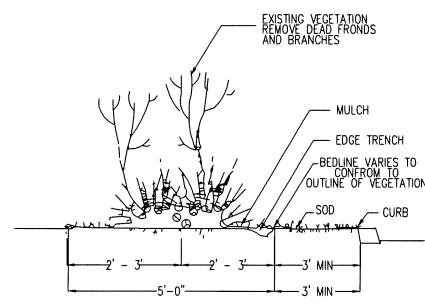
TREE PROTECTION NO SCALE
NOTE: FEEDER ROOTS ARE NEAR SURFACE
DEEP ROOTS ARE SUPPORT ROOTS



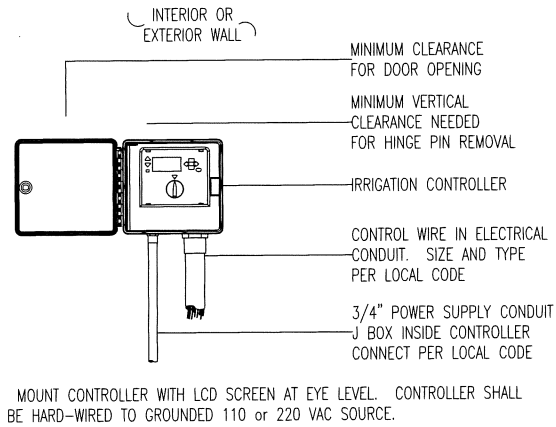
ROOT BARRIER DETAIL NO SCALE



PALM BRACING DETAIL NO SCALE
ALL PHOENIX SPP. SHALL BE PLANTED WITH 2" TOP OF BALL ABOVE GROUND.

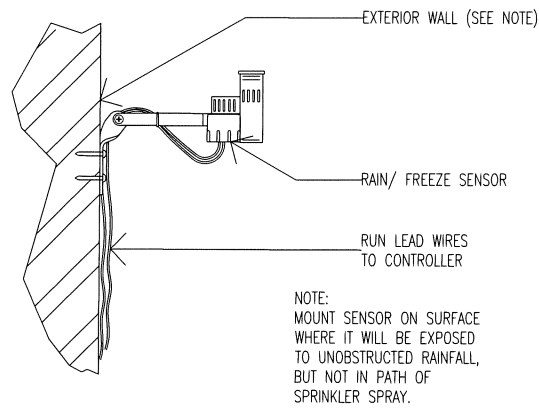


SOD DETAIL NO SCALE

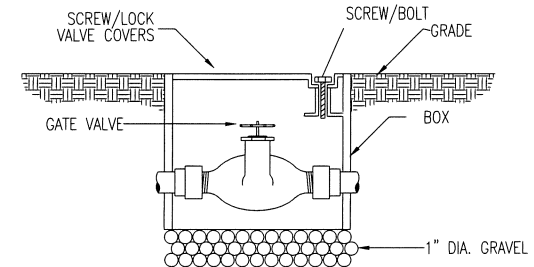


IRRIGATION CONTROLLER

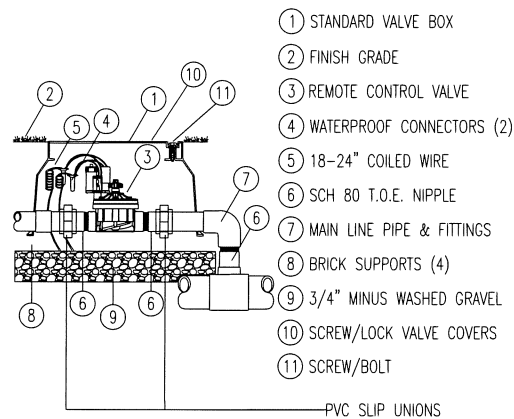
*IF THE PLAN SPECIFIES THE USE OF A TWO WIRE CONTROLLER, OR IF ONE WILL BE USED, PLEASE SEE THE ADDITIONAL DETAILS AND SPECIFICATIONS FOR IT LOCATED ON A SEPARATE SHEET. IF THE SHEET WAS NOT INCLUDED WITH THIS SET OF PLANS PLEASE CONTACT DALE AND COMPANY FOR A COPY.



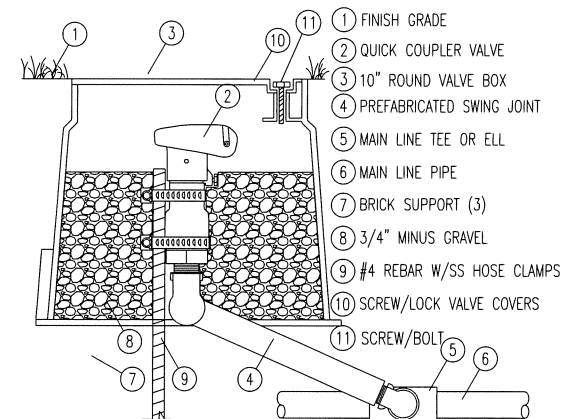
RAIN/ FREEZE SENSOR



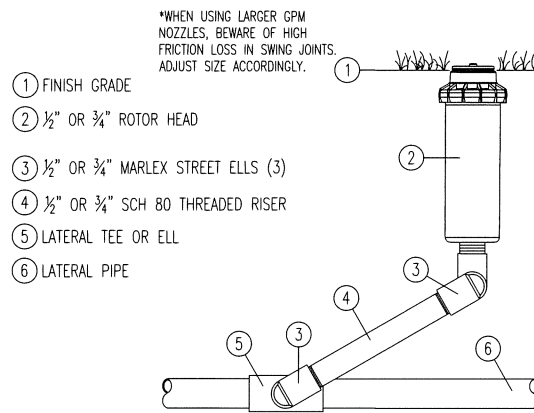
GATE VALVE



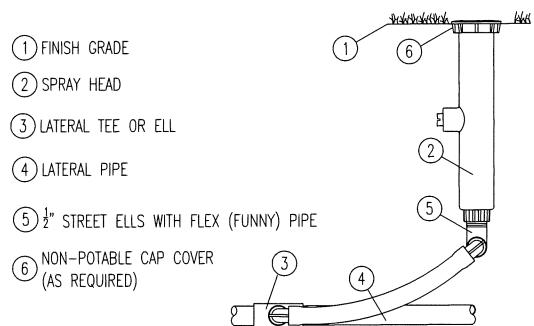
REMOTE CONTROL VALVE



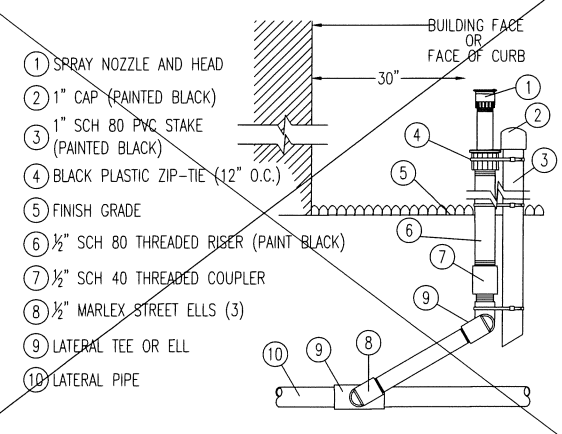
QUICK COUPLER VALVE



ROTOR HEAD

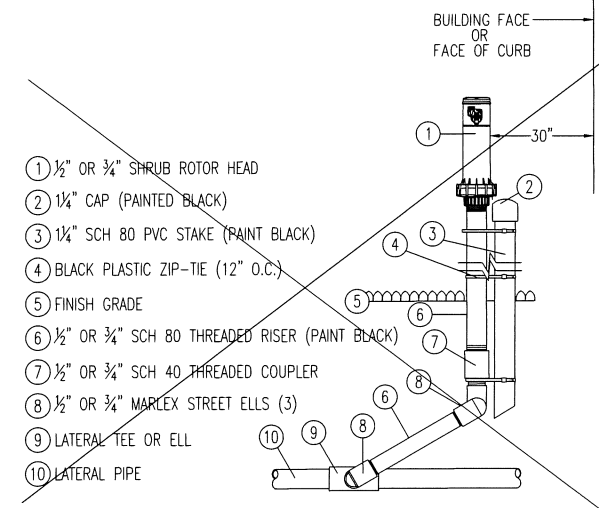


SPRAY HEAD



SHRUB SPRAY HEAD

*DO NOT USE RE-BAR, ANGLE IRON, OR ANYTHING OTHER THAN PVC AS SPECIFIED IN THIS DETAIL FOR STAKING.



SHRUB ROTOR HEAD

*DO NOT USE RE-BAR, ANGLE IRON, OR ANYTHING OTHER THAN PVC AS SPECIFIED IN THIS DETAIL FOR STAKING.

SECTION 02810 IRRIGATION SYSTEMS

PART ONE - GENERAL

1.0 SUMMARY

- A. All portions of Division 1 - General Requirements are included with this section.
- B. Furnish all transportation, materials, labor, equipment, and services 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.

1.3 SUBMITTAL

- 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 2 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. Gate valve
 - e. Electric control wire path (Red-line prints).
 6. Products furnished but not installed:
 1. 2 extra heads of each type and size
 2. 2 extra nozzles of each type and size
 3. 2 extra head wrenches for each type of head
 4. 1 extra valve box with lid
- B. COORDINATE WORK WITH OWNER AND OTHER TRADES
 - A. A licensed electrician, will install/provide power to the controller, pump, or fountain if 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 closeout 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 portion of the project.
- C. See to the fulfillment of all manufacturer's warranties.

PART TWO - PRODUCTS

2.0 MATERIALS

Backfill shall be free from stone, trash, or other debris.

2.1 MANUFACTURED UNITS

- A. Automatic electro-mechanical controller fully installed and operating.
- B. Electric valve installed in valve box.
- C. Valve box with lid manufactured by "Amtek" or "Brooks".
- D. Connection for control wires manufactured by "Pentite" or "3M" installed as per manufacturer's directions, and above grade in valve boxes.
- E. Gate valves shall be brass and installed in valve box.
- F. Automatic drain valves shall be 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 wire + 5 extra wires.
- B. Main line shall be class 200 PVC (ANSI/ASTM D2241).
- C. Lateral lines shall be class 160 PVC minimum (ANSI/ASTM 02241).
- D. Sleeve at all pipe and drive crossings shall be class 200 PVC.
- E. All pipe, connectors and misc. fittings for the meter and check valve assembly will be galvanized.
- F. All electrical 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 satisfaction at Contractor's expense.
- C. Document any damage 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.
- B. 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. Backfill and compact to original soil.
- F. Set heads plumb and flush with top of sod or mulch.
- G. For lateral lines flush all 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 watertight.

3.4 TOLERANCES

- A. Main line and drive crossings shall have 18 inches minimum cover.
- B. Lateral lines shall have 12 inches minimum cover.
- C. All heads shall be 4 inches minimum from walks, drives, or curbs.
- D. All pop-up heads and valve boxes shall be installed with top flush with grade.
- E. All heads shall be installed plumb.

3.5 FIELD TESTS

Apply 100 psi hydrostatic pressure to main lines for 120 minutes. If a leak is found, repair and retest until satisfactory.

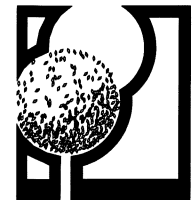
3.6 ADJUSTMENTS

- 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.

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. Items to be reviewed include, type, quantities, sizes, locations, dimensions, and quality of materials and workmanship.
- C. The Contractor shall keep the premises free from accumulations of waste materials or rubbish caused by his employees or work at all times.

END OF SECTION



DALE & COMPANY

651 North Mills Avenue Orlando, Florida 32803 telephone (407) 894-1317

IRRIGATION DETAILS & SPECIFICATIONS FOR

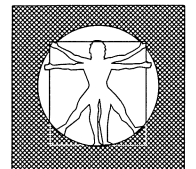
DAYCARE SITE WEKIVA RIVERWALK

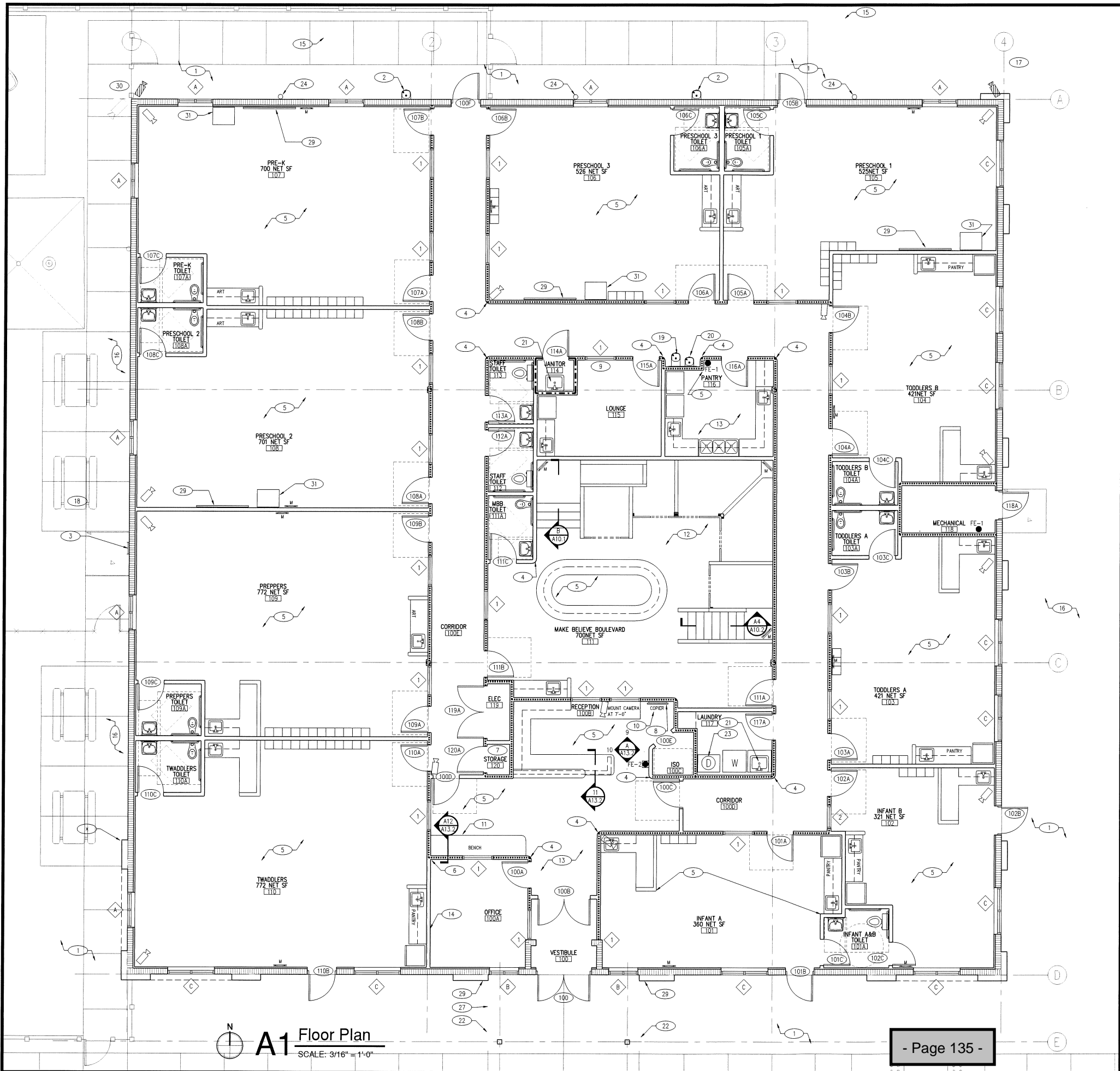
2121 EAST SEMORAN BLVD., APOPKA, FLORIDA 32703

DESIGNED BY: RCD
DRAWN BY: RSH
CHECKED BY: RCD
DATE: 01-08-16

REVISIONS
1. 01-25-16
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L-4 OF 4





A1 Floor Plan
SCALE: 3/16" = 1'-0"

GENERAL NOTES

1. SEE STRUCTURAL DRAWINGS FOR STRUCTURAL INFORMATION.
2. SEE SPECIFICATIONS FOR WASHER AND DRYER IN LAUNDRY ROOM.
3. ALL OUTSIDE CORNERS WITHIN CLASSROOMS AND MAKE BELIEVE BOULEVARD, SHALL HAVE 1" RADIUS CORNER BEADS. SEE KEY NOTE #5.
4. ALL ANGLE WALLS ARE 45 DEGREES.
5. UNLESS OTHERWISE NOTED, INTERIOR DIMENSIONS ARE DRAWN FROM CENTER LINE OF WALL, AND EXTERIOR DIMENSIONS ARE DRAWN FROM CENTER LINE OF WALL, AND EXTERIOR DIMENSIONS ARE DRAWN FROM FINISHED WALL TO CENTER OF OPENING.
6. COAT LOCKERS ARE SHOWN FOR AREA CALCULATION PURPOSES ONLY. ALL COAT LOCKERS TO BE PROVIDED BY GENERAL CONTRACTOR. EXACT LOCATIONS TO COORDINATED WITH "THE LEARNING EXPERIENCE".
7. PROVIDE MIRRORS FOR THE BLIND SPOTS IN THE ROOMS. LOCATIONS SHOWN ARE APPROXIMATE. EXACT NUMBER AND LOCATIONS TO BE COORDINATED WITH "THE LEARNING EXPERIENCE".
8. SEE DRAWINGS A-1.2 FOR WALL TYPES.
9. SEE DRAWINGS A-11.1 & A-11.2 FOR TOILET ROOM PLANS.
10. REFER TO WINDOW SCHEDULE FOR WINDOWS. SEE DRAWING A-12.2.
11. REFER TO DOOR SCHEDULE FOR DOORS. SEE DRAWING A-12.2.
12. SEE DRAWING A-13.1 FOR DIAPER COUNTER, ART COUNTER, ENLARGED PANTRY PLANS AND DETAILS.
13. SEE DRAWING A13.1 FOR BOOK SHELF AND MAT RACK HOLDER DETAILS. THESE PIECES ARE NOT SHOWN ON THE FLOOR PLAN FOR CLARITY. COORDINATE WITH T.L.E. FOR LOCATIONS.
14. SEE DRAWING C-1 FOR OUTSIDE PLAYGROUND EQUIPMENT, AWNINGS, PICNIC TABLES & FENCE INFORMATION.
15. THE ENTIRE BUILDING SHALL BE THOROUGHLY CLEANED, INCLUDING WAXING (5-7 COATS) & POLISHING (HIGH GLOSS SHINE) AT THE COMPLETION OF CONSTRUCTION.
16. ALL EXTERIOR DOOR HARDWARE TO MEET THE LEARNING EXPERIENCE REQUIREMENTS. SEE DRAWING A12.1.

PLAN KEY NOTES

1. 5' CONCRETE SIDEWALK- SEE CIVIL DRAWINGS BY OTHERS FOR FINISHES AND DETAILS.
2. DRINKING FOUNTAIN, SEE DRAWING C-1 FOR HEIGHTS.
3. ROOF ACCESS- SEE ROOF PLAN & EXTERIOR ELEVATIONS.
4. PITCON 6" R SO LRT OUTSIDE CORNER WITH TANGENT FINIS BY SOFTFORMS. SEE DETAIL 4 ON A9.1.
5. 1" RADIUS CORNER BEAD REQUIRED AT ALL CORNERS. SEE DETAILS 2 AND 3 ON A9.1.
6. PROVIDE (2) WALL MOUNTED BRACKETS. SEE DETAIL 4 ON A13.2.
7. PROVIDE (5) ADJUSTABLE 16" WIRE SHELVES IN THE CLOSET.
8. PROVIDE 19" FLAT LCD TV WITH BUILT IN DVD PLAYER, SEE SPECS. MOUNT ON WALL WITH EASYMOUNT. LOCATION TO BE COORDINATED WITH T.L.E.
9. LAMINATOR- BY TLE.
10. PRINTER/ COPIER- BY TLE.
11. BENCH SEAT. SEE DETAIL 10 ON A13.2.
12. SEE DRAWINGS A10.1 FOR MAKE BELIEVE BOULEVARD ENLARGED FLOOR PLAN.
13. SEE DRAWINGS A-13.2 FOR RECEPTION AREA AND MAIN PANTRY ENLARGED PLANS AND DETAILS.
14. FAX - BY TLE.
15. AWNINGS AT PLAY AREA. SEE DWG. C-1 FOR DETAILS.
16. LANDSCAPED AREA, REFERENCE CIVIL SITE DRAWINGS.
17. 3'-0" WIDE X 6'-0" HIGH GATE WITH MAGNA LATCH INSTALLED WITHIN THE PLAYGROUND, WITH NO ACCESS FROM OUTSIDE.
18. 3'-0" WIDE X 4'-0" HIGH GATE.
19. DRINKING FOUNTAIN, 3'-3" TO TOP OF SPOUT FROM A.F.F., SEE 6/A-11.1 FOR DETAIL.
20. DRINKING FOUNTAIN, 2'-6" TO TOP OF SPOUT FROM A.F.F., SEE 6/A-11.1 FOR DETAIL.
21. PROVIDE/INSTALL WIRE SHELVING IN LAUNDRY OVER SINK AND WASHER AND ABOVE JANITOR SINK.
22. T.L.E. ALPHABET/NUMBER BLOCKS (SEE SHEET A-14.1).
23. WATER HEATER ABOVE (SEE PLUMBING DRAWINGS).
24. DOWN SPOUTS MUST CONNECT TO UNDERGROUND DRAINAGE SYSTEM, CAN NOT DRAIN ONTO SIDEWALKS.
25. NOT USED ON THIS PROJECT - WINDOW AWNING ABOVE (SEE REQUIRED VENDORS).
26. NOT USED ON THIS PROJECT - METAL STUD FRAMED WALL (SEE STRUCTURAL DWGS).
27. COVERED ENTRY ABOVE.
28. NOT USED ON THIS PROJECT - RECESS IN WALL, SEE ELEVATION.
29. SMARTBOARD.
30. 3'-0" WIDE X 6'-0" HIGH GATE WITH MAGNA LATCH INSTALLED ON EACH SIDE.
31. PEDESTAL.

LEGEND

TYPE	DESCRIPTION
	SECTION OR ELEVATION NUMBER SHEET DRAWN ON
	KEY NOTE NUMBER
	ROOM NAME AND NUMBER
	DOOR NUMBER- SEE A-12.1
	WINDOW NUMBER- SEE A12.2
	EQUALS THE NUMBER OF CUBBIES OF BIN CUBBIES OR COAT CUBBIES PROVIDED - SEE DWG A13.1
	MIRROR FOR BLIND SPOT, MOUNT 6" FROM CEILING. SEE GEN NOTE #7. MOUNT FLUSH TO CEILING IN MAKE BELIEVE BOULEVARD.
	EXTERIOR CMU WALL W/ STUCCO FINISH - SEE A7.1
	EXTERIOR WALL MOUNTED CAMERA - SEE CAMERA NOTES BELOW
	CEILING MOUNTED CAMERA. INSTALL CAMERAS TO ENSURE ADEQUATE COVERAGE. PROVIDE ADDITIONAL CAMERAS TO ELIMINATE BLIND SPOTS. EXTERIOR CAMERAS TO BE INSTALLED IN EACH PLAYGROUND. EXACT QUANTITY & LOCATIONS TO BE COORDINATED WITH "THE LEARNING EXPERIENCE". SEE SPECIFICATIONS.
	FLAT TV, SEE SPECIFICATIONS
	FIRE EXTINGUISHER, WALL HUNG, BRACKET 1=5B.C, 2=10A:B.C VERIFY TYPE, SIZE AND LOCATION WITH FIRE MARSHALL.
	FIRE EXTINGUISHER, RECESSED CABINET, BRACKET 1=5B.C, 2=10A:B.C VERIFY TYPE, SIZE AND LOCATION WITH FIRE MARSHALL.
FIRE SEPARATION LEGEND	
	1-HOUR
	SMOKE PARTITION

ARC³ architecture
6699 13th Avenue North, Suite 4A
St. Petersburg, FL 33710
(727) 381-5220
(727) 381-0052 fax

Schematic Design

Signature _____ Date _____

The Learning Experience
Daycare Center

Project Location:
Wekiva Riverwalk Shopping Center
2121 East Semoran Boulevard
Apopka, FL 32703

REVISIONS

No.	Date	Revision

Floor Plan

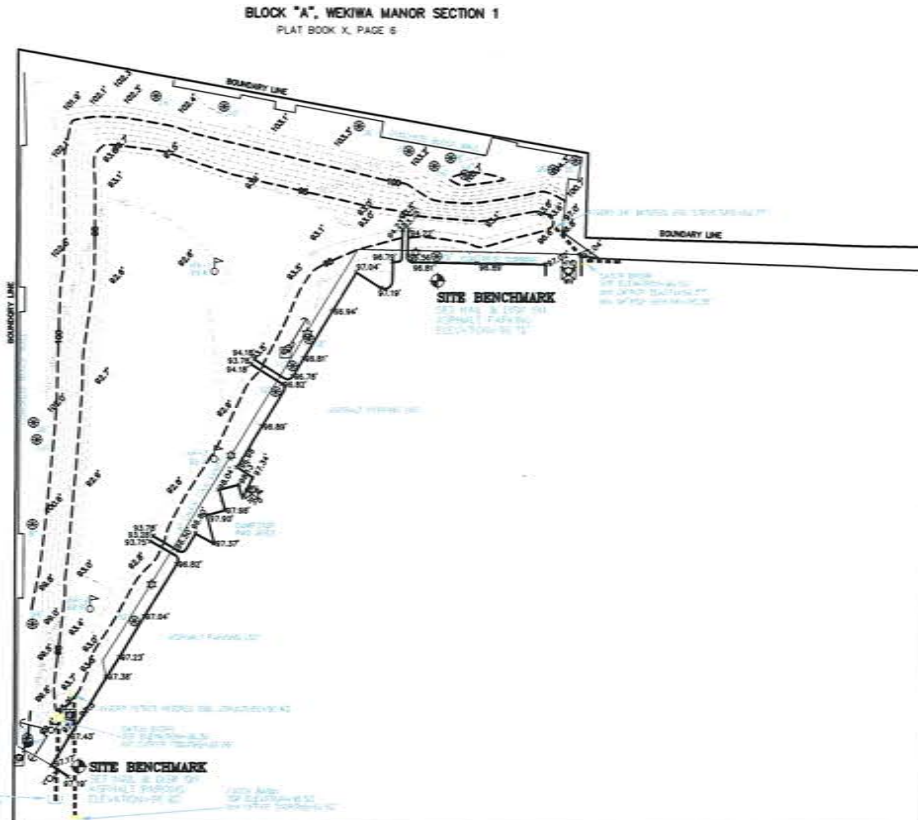
A1.1

Project: 16005
Date: January 26th, 2016

NORTHWESTERLY POND DETAIL "B"



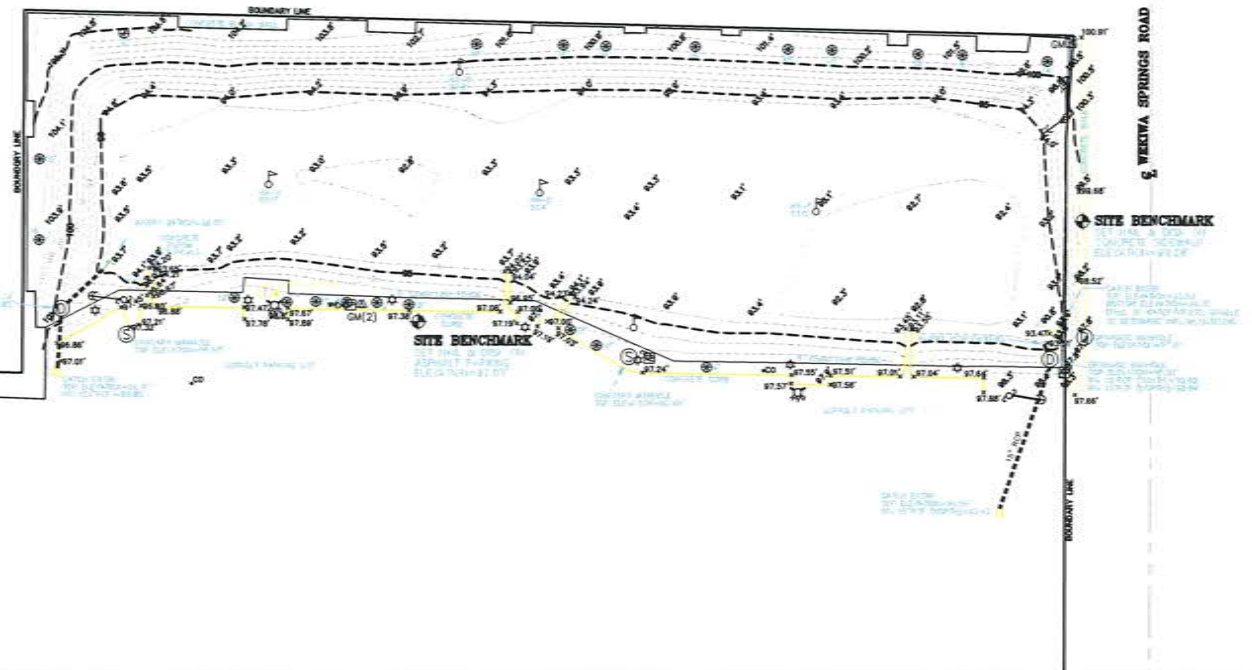
BLOCK "A", WEKIWA MANOR SECTION 1
PLAT BOOK X, PAGE 6



NORTHEASTERLY POND DETAIL "A"



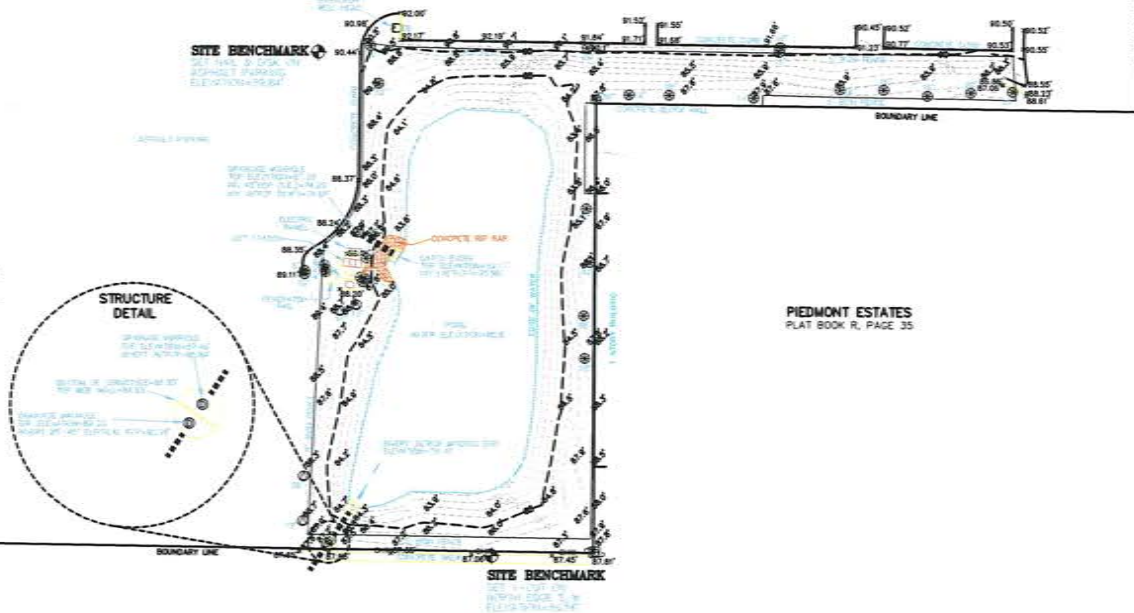
PIEDMONT ESTATES
PLAT BOOK R, PAGE 35



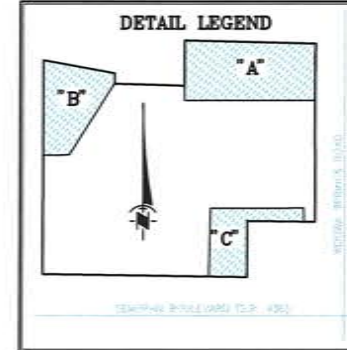
SOUTHERLY POND DETAIL "C"



PIEDMONT ESTATES
PLAT BOOK R, PAGE 35



DETAIL LEGEND



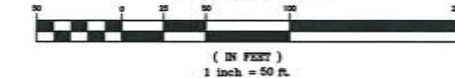
LEGEND

	DENOTES SITE BENCHMARK		DENOTES BOTTOM OF PIPE
	DENOTES SOIL BORING LOCATION		DENOTES CONCRETE BLOCK WALL
	DENOTES CLEANOUT		DENOTES CONCRETE CURB
	DENOTES STORM MANHOLE		DENOTES CORRUGATED METAL PIPE
	DENOTES SANITARY MANHOLE		DENOTES DUMPSTER PAD
	DENOTES 0.9' X 0.9' CONCRETE LIGHT POLE		DENOTES ELECTRIC BOX
	DENOTES UTILITY POLE		DENOTES GAS LINE MARKER
	DENOTES VALVE		DENOTES IRRIGATION CONTROL VALVE
	DENOTES RIPRAP SURFACE		DENOTES INVERT
	DENOTES TRANSFORMER		DENOTES LIFT STATION
	DENOTES CENTERLINE		DENOTES POLYVINYL CHLORIDE PIPE
	DENOTES OAK TREE		DENOTES RECLAIMED WATER VALVE
	DENOTES ELM TREE		DENOTES TELECOMMUNICATIONS RISER
	DENOTES PALM TREE		DENOTES VALVE BOX
			DENOTES WATER VALVE
			DENOTES WATER METER

SURVEYOR'S NOTES

- ELEVATIONS ARE GATED ON A GRADE COUNTY BENCHMARK BEING A RECOVERED ALUMINUM BOLT CHANGED 5-24-2010 BY THE WEST SIDE OF PIEDMONT MANOR ROAD ELEVATION = 88.576 (DINW 980)
- UNLESS OTHERWISE NOTED OR SHOWN HEREON, LARGE SHARED, MEDIUM SPRING, BENCHMANS ARE LOCATED UNLESS OTHERWISE APPROVED BY THE PLAT BOOK ROAD AND UTILITIES WERE NOT LOCATED.
- THE PURPOSE OF THIS SURVEY IS TO SHOW TOPOGRAPHIC INFORMATION AND FEATURES ON THE THREE AREAS SHOWN AS REQUESTED BY THE CLIENT.
- THIS TOPOGRAPHIC SURVEY IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL CROSS SEAL OF THE FLORIDA LICENSED SURVEYOR WHO WARRANT SIGNATURE SETLAW.

GRAPHIC SCALE



TOPOGRAPHIC SURVEY

SECTION 12-21-28
SEMINOLE COUNTY, FLORIDA

NO.	DATE	REVISIONS	BY	NO.	DATE	REVISIONS

I hereby affirm that this survey represented hereon is true and correct to the best of my knowledge and belief. It has been prepared in accordance with the Standards set forth in Chapter 61017, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes, unless it bears the signature and the original inked seal of a Florida licensed surveyor and maps this drawing, sketch, plot or map is for informational purposes only and is not valid.

P.L.S.# 5844

FIELD BY: J/rods	DATE OF SURVEY: 11/8/2012
DRAWN BY: WCG	ORDER NO. 712812
SCALE: 1"=50'	SHEET 1 OF 1

Tinklepaugh
SURVEYING SERVICES, INC.
850 COURTLAND STREET, SUITE A-2, ORLANDO, FL 32804
Tel. No. (407) 282-0807 Fax No. (407) 879-9015
LICENSED BUSINESS No. 9778

TECHLIGHT

2707 SATSUMA

DALLAS, TX
75229

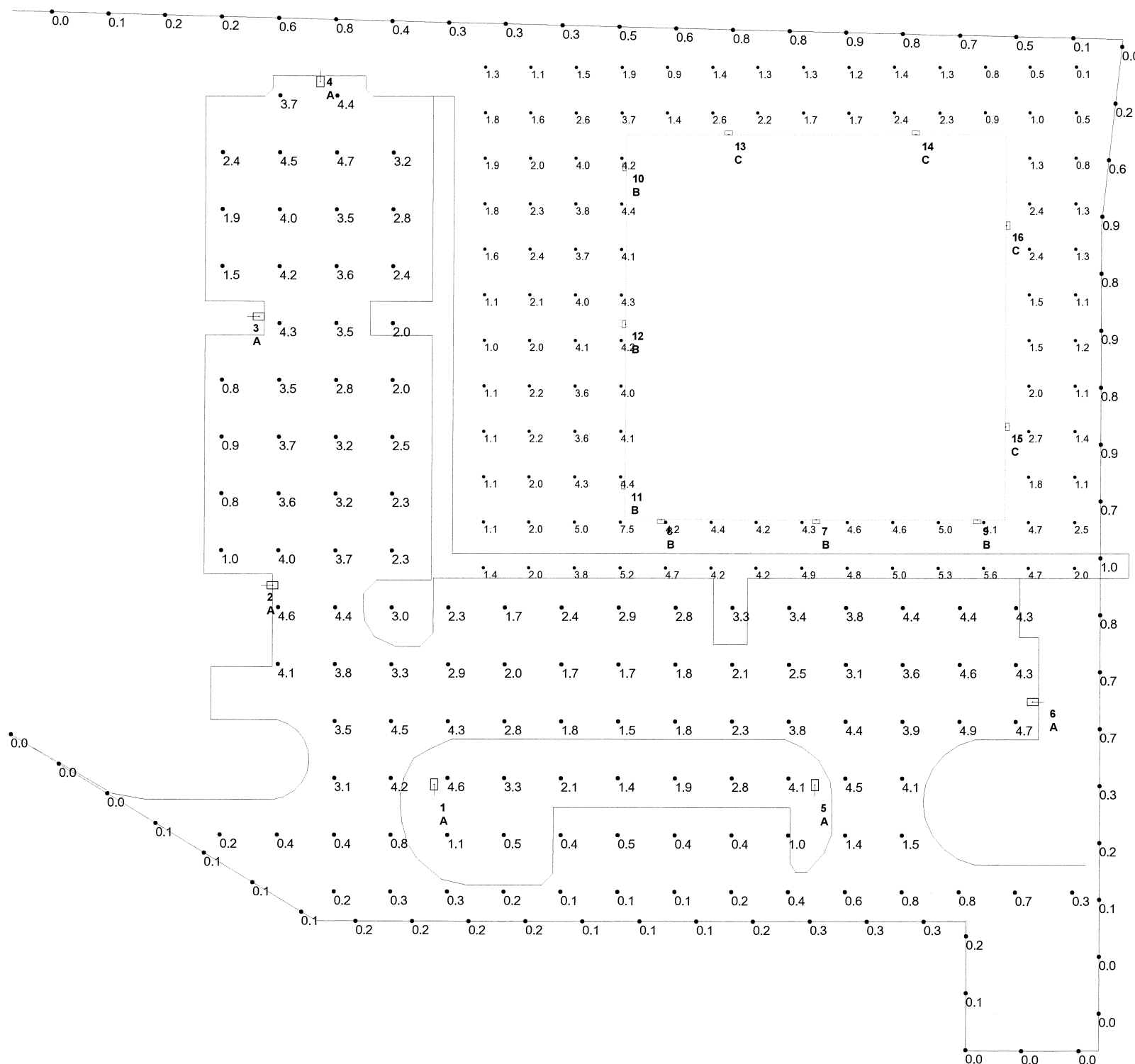
Project:

**WEKIVA
RIVERWALK
PARKING**

Notes:

FILE:
wekiva.agi

Date:
1-11-16



Symbol	Qty	Label	Lumens/Lamp	Arrangement	LLF	Description
⊠	6	A	N.A.	SINGLE	0.900	LSBW-4-C-8-T3-B-LEDOPTIC-W-FOUR BRICK TYPE 3 850MA LED
⊠	6	B	N.A.	SINGLE	0.900	LHMWP-1-C-8-T3-F-ONE BRICK TYPE 3 1400MA LED WALL PACK
⊠	4	C	N.A.	SINGLE	0.900	LHWP-1-C-4-T3-F-ONE BRICK TYPE 3 1400MA LED WALL PACK

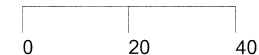
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BUILD EXTERIOR	Illuminance	Fc	2.65	7.5	0.1	26.50	75.00
PARKING AND DRIVE	Illuminance	Fc	2.50	4.9	0.1	25.00	49.00
PROP LINE	Illuminance	Fc	0.36	1.0	0.0	N.A.	N.A.

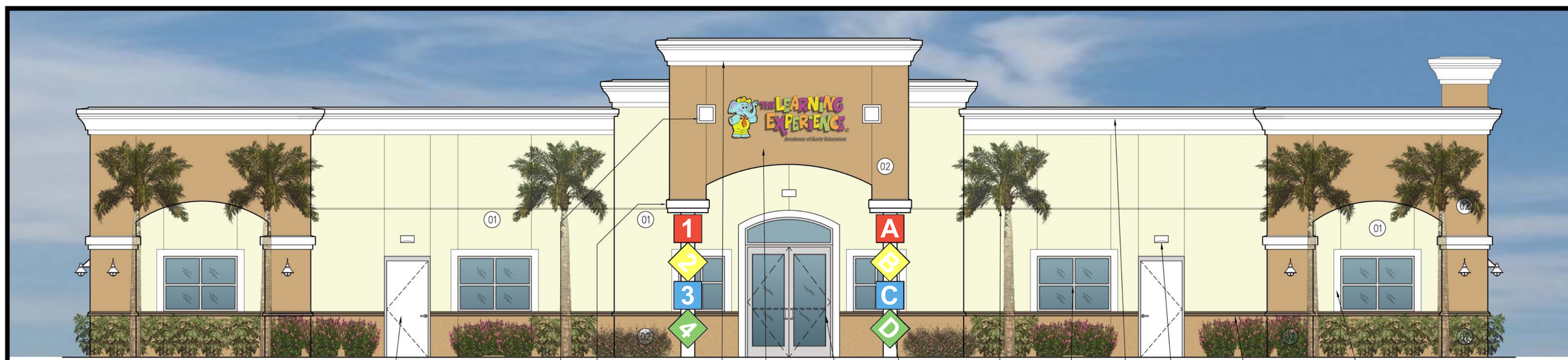
LumNo	Label	Z	TIR
1	A	20	0
2	A	20	0
3	A	20	0
4	A	20	0
5	A	20	0
6	A	20	0
7	B	13	0
8	B	13	0
9	B	13	0
10	B	13	0
11	B	13	0
12	B	13	0
13	C	13	0
14	C	13	0
15	C	13	0
16	C	13	0

- Notes:
1. Calculation at grade.
 2. Based on 20' AFG pole mntg/13' AFG bldg mnt.
 3. Site dimensions and scale are approximate.

- DUE TO CHANGING LIGHTING ORDINANCES IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT THE SITE PHOTOMETRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING TO ENSURE THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES.
 - THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN ELECTRICAL SUPPLY, AREA GEOMETRY AND OBJECTS WITHIN THE LIGHTED AREA MAY PRODUCE ILLUMINATION VALUES DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.
 - THIS LAYOUT IS BASED ON .IES FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

SCALE





D1 Front Elevation
SCALE: 3/16" = 1'-0"

- 23'-2" A.F.F.
TOP OF UPPER PARAPET
- 20'-2" A.F.F.
TOP OF MIDDLE PARAPET
- 18'-2" A.F.F.
TOP OF LOWER PARAPET
- 7'-4" A.F.F.
TOP OF WINDOW
- 3'-4" A.F.F.
BOTTOM OF WINDOW
- 0'-0" A.F.F.

- ### ELEVATION KEY NOTES
- 01 SMOOTH STUCCO- PAINT
COLOR: LEMON ICE 2024-70
MANUFACTURER: BENJAMIN MOORE
 - 02 ROUGH STUCCO- PAINT
COLOR: ACORN YELLOW 2161-40
MANUFACTURER: BENJAMIN MOORE
 - 03 STUCCO BANDING- PAINT
COLOR: WHITALL BROWN HC-69
MANUFACTURER: BENJAMIN MOORE
 - 04 HARD COATED DECORATIVE ACCENT- PAINT
COLOR: WHITE
STUCCO FINISH: SMOOTH
MANUFACTURER: ARCHITECTURAL FOAM SUPPLY
 - 05 HARD COATED DECORATIVE FOAM TRIM (6")- PAINT
COLOR: WHITE
STUCCO FINISH: SMOOTH
MANUFACTURER: ARCHITECTURAL FOAM SUPPLY
 - 06 1: STUCCO REVEAL
COLOR: TO MATCH ADJACENT WALL
 - 07 EXTERIOR WALL SCONCE (REFER TO ELECTRICAL)
COLOR: WHITE
 - 08 TILE SIGNAGE ILLUMINATED
BY OWNER UNDER SEPARATE PERMIT
SEE REQUIRED VENDOR
 - 09 TILE SIGNAGE (ALPHABET BLOCKS)
SEE REQUIRED VENDOR
 - 10 PRE ENGINEERED FABRIC CANOPY
 - 11 ALUMINUM WINDOW
ANODIZED ALUMINUM WITH IMPACT GLAZING
 - 12 HOLLOW METAL DOOR
COLOR: WHITE
MANUFACTURER: BENJAMIN MOORE
 - 13 8" WHITE DECAL NUMBERS FOR BUILDING ADDRESS
 - 14 HARD COATED DECORATIVE FOAM BAND,
COLOR: WHITE
STUCCO FINISH: SMOOTH
MANUFACTURER: ARCHITECTURAL FOAM SUPPLY
 - 15 HARD COATED DECORATIVE ACCENT
COLOR: WHITE
STUCCO FINISH: SMOOTH
MANUFACTURER: ARCHITECTURAL FOAM SUPPLY
 - 16 ROOF LADDER ASSEMBLY BY CONTRACTOR - BASIS OF DESIGN IS PRECISION
LADDER COMPANY FIXED LADDER WITH WALKTHRU. PROVIDE SAFETY GATE PER
NOTE 17. DELEGATED ENGINEER TO PROVIDE DRAWINGS, CALCULATIONS AND
CONNECTION TO STRUCTURE PER STRUCTURAL SPECIFICATIONS ON SHEET S101.
 - 17 7'-0" TALL ALUMINUM SECURITY GATE BY PRECISION LADDERS
-WWW.PRECISIONLADDERS.COM



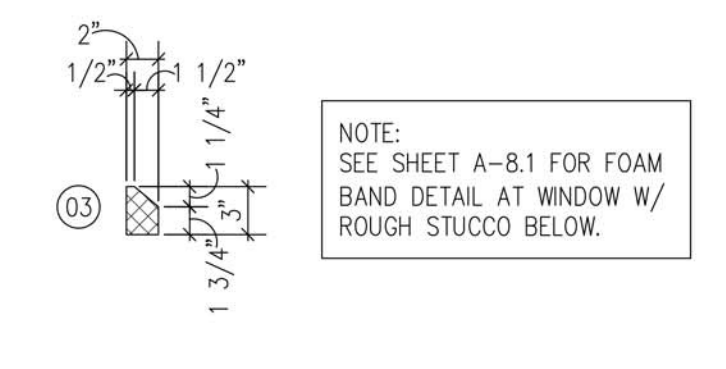
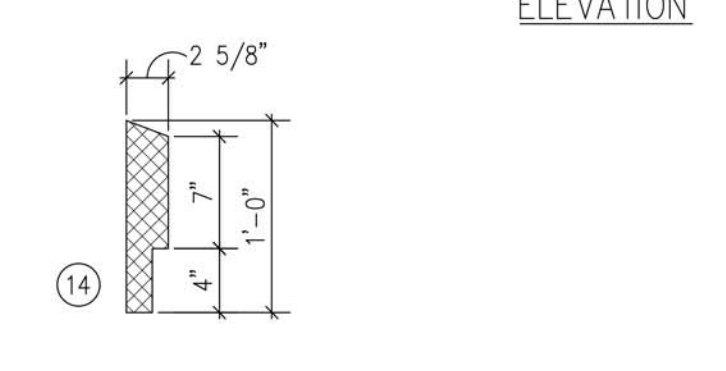
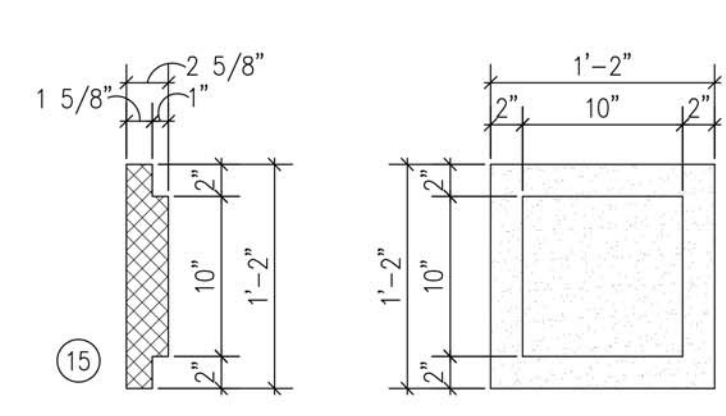
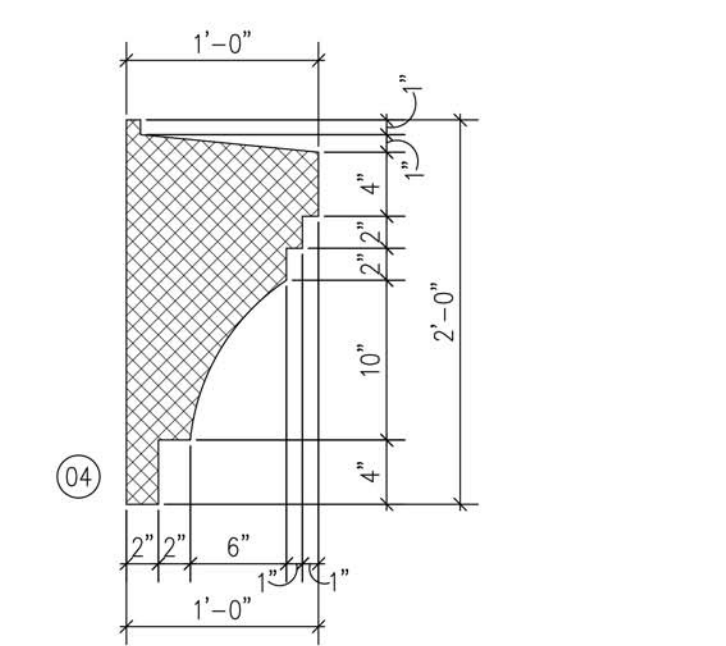
C1 Rear Elevation
SCALE: 3/16" = 1'-0"



B1 Side Elevation
SCALE: 3/16" = 1'-0"



A1 Side Elevation
SCALE: 3/16" = 1'-0"



A5 Hard Coated Foam Dets.
SCALE: 1" = 1'-0"

NOTE:
SEE SHEET A-8.1 FOR FOAM
BAND DETAIL AT WINDOW W/
ROUGH STUCCO BELOW.

Schematic Design

Signature _____ Date _____

The Learning Experience
Daycare Center

Project Location:
Wekiva Riverwalk Shopping Center
2121 East Semoran Boulevard
Apopka, FL 32703

REVISIONS		
No.	Date	Revision

Drawn By: DL
Checked By: SV

Elevations
A5.1



January 27, 2016

Att: Jim Hanson, Woolbright Development

Re: Drop off and pick up areas for child care centers

Dear Mr. Hanson,

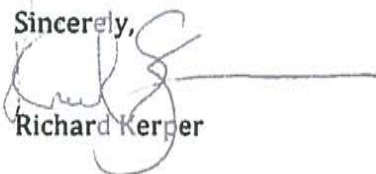
I understand a drop off and pick up area is a code requirement for the City of Apopka. The Learning Experience does not provide such an area for numerous reasons. Each parent parks their vehicle within the TLE parking area and brings their child into the center. The child is checked in at the reception counter and the parent then brings their child to their respective classroom. The reverse of this occurs at pick up as well. This process averages from 5 -8 minutes.

The biggest reason why TLE does not use the drop off and pick up system is child safety. For example, there is a huge operational issue and liability issue when our staff becomes responsible for securing a child in their car seat at pick up. At drop off, there are times during the day when there is a high volume of traffic. This would create a significant traffic back up in the parking lot whereby if a parent had to go inside to ask a question, make a payment or bring in a lunch, the parent and child (or children) would possibly have to walk in between active cars in a car line. In order to support such a drop off and pick up scenario, the amount of staff necessary to meet the minimal safety needs of the children and parents would be much greater and cost prohibitive. Furthermore, from an operation and philosophical view, we want parents to go into the center to drop off their children as well as pick them up. These are young children that need to transition away from their parent in the morning. For a teacher or staff member to pull the child out of the car is often traumatic from both the child and the parent, notwithstanding the children that suffer from separation anxiety.

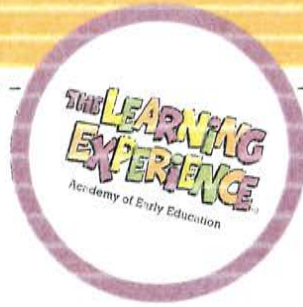
Overall, The Learning Experience operates over 150 child care centers nationwide and the principals of the company have been involved with over 400 centers in their 30 plus years in the childcare industry. During this period, to my knowledge they have never designed, developed or operated a center using a drop off or pick up area.

Please let me know if you have any questions or require additional information.

Sincerely,



Richard Kerper



Traffic – Each parent parks their vehicle within the TLE parking area and brings their child into the center, checks them in at the reception counter, and then brings their child to their designated classroom. The reverse of this occurs at pick up as well. This averages from 5 minutes to 8 minutes.

- During drop off (average 5 minutes) generally between 6:30 am to 9:30 am
- During pick up (average 8 minutes) generally between 4:00 pm to 6:30 pm

Outline of Estimated Traffic

Traffic during drop off (average 5 minutes):

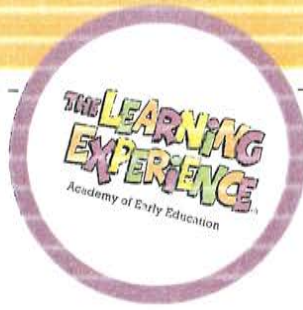
- 6:30am-7:00am (11 children)
- 7:00am-7:30am (28 children)
- 7:30am-8:00am (43 children)
- 8:00am-8:30am (43 children)
- 8:30am-9:00am (29 children)
- 9:00am-9:30am (29 children)

Calculations based on a center with the capacity of 183

Traffic during pick up (average 8 minutes):

- 3:30pm-4:00pm (11 children)
- 4:00pm-4:30pm (28 children)
- 4:30pm-5:00pm (43 children)
- 5:00pm-5:30pm (43 children)
- 5:30pm-6:00pm (29 children)
- 6:00pm-6:30pm (29 children)

Calculations based on a center with the capacity of 183



Following is some specific information regarding our Operations:

Hours of Operation

- 6:30am-6:30pm (12 hours per day)
- Activities on nights & weekends (Open Houses, parties, etc.)

Size of the building

- 10,000 square ft. building typical

Size of playground

- 5,000 square ft. typical
- 13,500 – 13,875 square ft. (CA)

Overall average enrollment

- 80% Occupancy

Capacity of the center

- 180-185 children

Children Diapered/Potty Trained

- Average center: 40 children diapered, 38 children potty training, 105 children non-diapered

Part time children attendance

- Typical center has 25% part time children

Part time schedules

- Schedules vary (am students to pm students, 1-5 day schedules)

Families with siblings

- Approximately 20% have 1 or more siblings that will attend

Absenteeism rate

- Approximately 8% - 12%

Number of employees

- Approximately 24 staff at any one time total for an 10,000 square foot building, typical
- 30% Part Time (7 of the 24 employees)

Number of parking spots

- 40 parking spots typically required



From: Cheryl Hanenberg
Vice President of Center Development

As per your inquiry, following is information regarding The Learning Experience and our operations. If you have any questions, please contact me.

The Learning Experience® (TLE), has child development centers throughout the United States. Our secure centers offer premier child care to children ages six weeks to five years: infants - toddlers - twaddlers - preppers - preschoolers - pre K - kindergarten and after school care for children up to eight years of age at most of our centers.

The Learning Experience® is not just a daycare facility but also a complete child development center. We welcome you to visit any one of our dynamic and fun environments to see for yourself why TLE is different ... how committed we are to quality care and intellectual child development education of your child.

You want the best for your child... so do we! Our Charlie Choo Choo® Enrichment Programs: Marvelous Math®, Start to Art®, Suddenly Science®, Movin' n Groovin'®, Dancing Feet®, Music 4 Me® and Talent Sprouts® introduces children to the performing arts through a variety of activities involving all aspects of performance.

The Learning Experience® believes that each child deserves to grow and learn at his or her own pace. Our diverse curriculum includes: L.E.A.P® 1, L.E.A.P® 2, Little Learners™ and Fun with Phonics®. Our responsibility is to establish a strong foundation for your child in a fun and exciting environment.

TLE is one of the most comprehensive franchise business opportunities in child care today. It is one of the few childcare operators in the country where management has direct hands on experience with the day to day operations of the business.

Backup material for agenda item:

1. Appointment of Community Development Director.

EMPLOYMENT HISTORY

City of Mount Dora, Florida

Interim City Manager, March 2015-June 2015

Deputy City Manager/Planning and Development Director, June 2015-Present

- Manage day to day operations of Public Works and Utilities (Water, Wastewater, Electric, Stormwater, Streets), Parks and Recreation, Police, Fire, Finance, Public Information, Human Resources and City Clerk Departments
- Prepare and implement of \$45 million budget
- Responsible for work force of 206 employees
- Manage all capital projects and Capital Improvements Plan of over \$7 million
- Coordinate economic development and marketing programs
- Legislative liaison to county, state and federal officials
- Manage activities of Planning and Development Department

Current Projects

- Interlocal Service Boundary Agreement with Lake County
- Long range reclaimed water supply project through reservoir storage
- Water and wastewater rate and impact fee update
- Solar Biosolids Drying Project for reduction in transportation and disposal costs
- Building permitting system upgrades for online permitting and inspection services
- Wolf Branch Innovation District Commercial/Office Industrial Park marketing plan
- Utility relocation projects associated with the Wekiva Parkway construction
- Wekiva Parkway Improvements and US 441 widening projects in cooperation with the FDOT and Central Florida Expressway Authority
- Construct regional trail and road projects within the city in partnership with the FDOT, Lake County and Lake/Sumter Metropolitan Planning Organization to

Planning and Development Director, May 1993-March 2015

Achievements

- Obtained Certified Local Government status for the city
- Negotiated joint planning and utility agreements with Lake and Orange Counties - only city in the state to have joint planning and utility agreements with adjacent counties
- Managed Envision Mount Dora – Long Range Vision Plan to integrate a long-range strategic plan for economic development, capital planning, transportation, utilities and redevelopment projects
- Rewrote entire land development code and comprehensive plan to implement more progressive standards outlined in the Envision Mount Dora Plan
- Developed master plans for the city's two Community Redevelopment Agencies and reorganized departmental functions to integrate the CRAs into the operations of the city to improve coordination of fund expenditures and project priorities
- Created business incentive programs for both Community Redevelopment Agencies
- Developed Historic Preservation regulations; Achieved Nation Historic District status for downtown area
- Led efforts with Lake County to develop conceptual master plans and marketing

Mark D. Reggentin, AICP

for Wolf Branch Innovation District Commercial/Office/Industrial Park

- Negotiated all development agreements for major commercial and residential projects
- Completed over \$20 million in redevelopment capital improvements including downtown streetscape, parking structure, pedestrian alleyway reconstruction, park redevelopment, storm water and utility improvements
- Developed and implemented commercial and residential architectural design regulations
- Led efforts to develop a city-wide geographic information system
- Managed impact fee updates for water, sewer, police, fire, parks and recreation, and library
- Developed city logo and tagline to facilitate the business development and marketing plan
- Automated and streamlined the permitting systems; adopted performance measures to ensure prompt action on permitting
- Developed and implemented a residential rental inspection program
- Implemented Art in Public Places Program
- Developed an affordable housing policy and program
- Coordinated legislative redistricting based upon 2000 and 2010 Census information

Administration

- Manage operations of the Planning and Development Department including Planning and Zoning, Building, Community Redevelopment Agencies, Marketing and Business Development; managed Code Enforcement Division for 8 years
- Administration of federal and state grants including Conservation and Recreation Lands (CARL), Florida Recreation Development and Programs (FRDAP), Department of Transportation and CDBG grant projects
- Coordinate all development review as Chairman of the Development Review Committee
- Manage several advisory boards including Downtown and Northeast CRA Advisory Committees, Planning and Zoning Commission, Historic Preservation Board and Public Arts Commission

City of Lake Mary, Florida

Associate City Planner, June 1989-May 1993

- Updated land use policy to create a vision for the future development of Lake Mary
- Negotiated Development Orders for Developments of Regional Impact (DRI's)
- Developed and implemented Lake Mary Boulevard Design Guidelines
- Provided staff support to city boards and commissions

Henigar and Ray Engineering Associates Inc.

Planner, Crystal River, FL, June 1988-June 1989

- Assisted local governments develop initial comprehensive plans and land development regulations to comply with State Statutes

EDUCATION

M.S., Urban and Regional Planning, University of Iowa

B.S.S., Geology and Environmental Systems, Cornell College

Backup material for agenda item:

1. Thank you letter to the City of Apopka Cemetery Staff.

February 10, 2015

Mayor Joe Kilsheimer
Office of the Mayor
120 East Main Street
Apopka, FL 32703

RE: Letter of Appreciation for Edgewood/Greenwood Cemetery Employees

Dear Mayor Kilsheimer,

I am writing this letter to let you know how much I appreciate the consistently excellent upkeep of Edgewood/Greenwood Cemetery by Keith (cemetery specialist) and Terry (groundskeeper).

My husband of 67 years, Ralph A. Smith, passed away on March 17, 2015. So, I visit the cemetery quite frequently. On occasion, I have had the opportunity to speak with both Keith and Terry. At times, I have asked them questions and they are very respectful, courteous and helpful. It appears that they enjoy their jobs and have exceptional talent in dealing with people.

I feel, they are truly an asset to being employed by the "City of Apopka".

Regards,



Vernice L. Smith

2604 Boch Road

Apopka, FL 32712

Cc: Jay Davoll, Public Service Director

RECEIVED

FEB 12 2016

MAYOR'S

- Page 147 -