



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

August 15, 2023

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

Proclamations for September 2023 (Mayor Johnson)

- 9/11 Remembrance Proclamation

- 2023 National Assisted Living Week, September 10-16

Presentation of Charter Review Timeline (City Attorney Geller)

• STAFF REPORTS AND AGENDA REVIEW

Emergency Item - Approval of Additional Funds from Transportation Impact Fees to Provide the Required Funding for Lennar Homes to Facilitate the Widening of Clarke Road - District #4, Ages Hart. **(Public Works Director Krug)**

• PUBLIC COMMENTS

• CONSENT AGENDA

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Workshop and Regular City Commission Meeting held August 1, 2023. **(City Clerk Sibbitt)**
2. Approval of the 2024 Holiday Schedule and Canceling Four (4) Scheduled Meeting Dates. **(City Clerk Sibbitt)**
3. Approval of Ocoee Crown Point PUD Conservation Easement Agreement Related to Phase 2A&2B of Preserve At Crown Point PUD. **(Development Services Director Rumer)**
4. Approval of Magnolia Reserve Townhome Large Scale Final Subdivision Plan (LS-2022-016). **(Zoning Manager Whitfield)**
5. Approval to Piggyback on Collier County's Contract for Direct Mailing Services Including Utility Bill Printing and Mailing and other Publications. **(Finance Director Roberts)**
6. Approval of the Certification of Non-Ad Valorem Assessment Roll for Solid Waste Inclusion on the Orange County Tax Roll for FY 23/24. **(Public Works Director Krug)**

7. Approval of the Certification of Non-Ad Valorem Assessment Roll for Stormwater Inclusion on the Orange County Tax Roll for FY 23/24. **(Public Works Director Krug)**
8. Approval of the Fire Protection Special Assessment Resolution and Certification of Non-Ad Valorem Assessment Roll for FY 23/24. **(Support Services Director Gaines)**
9. Approval of Access and Utilities Easement with Silvestri Investments of Florida, Inc. **(Utilities Director Croteau)**
10. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the Wastewater Treatment Plant. **(Utilities Director Croteau)**
11. Approval of RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer, and Road Reconstruction; Guaranteed Maximum Price Contract Authorization. **(Utilities Director Croteau)**
12. Notification of an Emergency Purchase of a new Weir Gate with Veolia Water Technologies in accordance with Section 21.6 of the City of Ocoee Code of Ordinances. **(Utilities Director Croteau)**

• **FIRST READING OF ORDINANCE**

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

13. Second Reading of Ordinance for Flores Property at 2121 Lauren Beth Avenue - Annexation & Rezoning from Orange County A-1 to City of Ocoee R-1 (AX-05-23-05 & RZ-23-05-05). **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

14. Covington Oaks Large Scale Preliminary Subdivision Plan (LS-2023-001). **(Zoning Manager Whitfield)**
15. Public Hearing to Adopt the Annual Code Enforcement Abatement Assessment Resolution to Certify the FY 2024 Non-Ad Valorem Assessment Tax Roll. **(Support Services Director Gaines)**

• **REGULAR AGENDA**

16. Discussion and Direction Regarding the 100 Year Anniversary of Ocoee Becoming a Township. **(Assistant City Manager Shadrix)**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

Notice: In accordance with Florida Statutes 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. Also, in accordance with Florida Statute 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.



Never Forget



Proclamation

Whereas: The earth shook on September 11, 2001, from an assault on The United States of America; and

Whereas: The democratic freedoms we all share were attacked by terrorists from afar; and

Whereas: Nearly 3,000 perished in the attack, with more than 400 of those being first responders who sacrificed their lives in an attempt to save others, all innocent victims of an evil beyond our comprehension; and

Whereas: This loss of life and the savagery of the attack on icons of our freedoms have left few Americans untouched; and

Whereas: We want to reach out to those families that have been sacrificed for a meaningless representation of a radical political view; and

Whereas: Our standard has been “One Nation under God,” and we should stand up for our right and freedom with God’s guidance; and

Whereas: These terrorists must be shown what freedom means to Americans, including the right to worship our God without fear of intimidation; and

Whereas: In memory of those we lost on this tragic day, we pray to never see a day like this again, and know the American spirit can never be broken and the unbreakable spirit lives on today in the courage of the first responders who safeguard our city each day, and the patriotism that lives on in the citizens of our great community.

Now Therefore: The City Commission of the City of Ocoee, Florida, proclaims that September 11, 2023, be known as a day of prayer, remembrance, and rededication to patriotism and love for our country that will be recognized forever.

IN WITNESS WHEREOF, I hereunto have set my hand and caused the Seal of the City of Ocoee to be affixed this 15th Day of August 2023.

Rusty Johnson, Mayor

May God Bless America and May She Survive Forever.



Proclamation

WHEREAS, Residents of assisted living communities are active members of the larger community, offering their wisdom, life experiences and skills; their past contributions continue to be a vital part of Ocoee's rich history; and their future contributions deepen our city's identity; and

WHEREAS, Assisted living is a critical long-term care service for the elderly and individuals with disabilities that fosters choice, dignity, and independence; assisted living communities are committed to excellence, innovation and the advancement of person-centered care; and

WHEREAS, The National Center for Assisted Living created National Assisted Living Week® in 1995 to honor the contributions of assisted living communities in providing long term care to America's seniors and individuals with disabilities; and

WHEREAS, The theme of the National Assisted Living Week 2023 is "Season of Reflection"; and

WHEREAS, During this special week, assisted living communities across the country are encouraged to organize activities and events which celebrate the deep connections between the dedicated staff members.

Now, therefore, The City Commission of the City of Ocoee, does hereby declare the week of September 10-16, 2023, as

NATIONAL ASSISTED LIVING WEEK

in Ocoee, and urge all citizens to volunteer in an assisted living community, to visit friends and loved ones who reside at these communities and to learn more about how assisted living services benefit our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 15th day of August 2023.

Rusty Johnson, Mayor

MEMORANDUM

TO: Ocoee City Commission

FROM: Rick Geller

DATE: Aug. 8, 2023

RE: Comments and Recommendations on Proposed Charter Amendments

Because of Labor Day, the City Commission meeting on August 15, 2023 is the last one scheduled before the September 14, 2023 deadline for the Commission to submit comments and recommendations to the Charter Review Commission (the “CRC”).

At the August 15, 2023 meeting, the City Commission may: (1) determine that August 15, 2023 is the final date that it will discuss and submit comments and recommendations to the CRC; (2) schedule a special meeting for such purpose on or before September 14, 2023; and/or (3) allow individual City Commissioners to submit any additional comments and recommendations in writing to the CRC, via the City Clerk, on or before September 14, 2023. The City Commission may offer comments and recommendations as individual commissioners, or may collectively vote on any recommendations, if it so chooses. The City Clerk will provide transcripts of the City Commission’s discussions to the CRC so that all comments are received.

At the August 15, 2023 meeting, the City Commission should allow members of the public to comment on the proposed Charter amendments. The City Commission must allow public comments before adoption of the Final Report ordinance in October 2023, but cannot change the ordinance “which shall be adopted verbatim by the City Commission.” Charter, § C-61. Members of the public may also comment at the final meeting of the CRC, which the City Clerk will schedule after September 14, 2023.

Charter Review Timeline

August 15, 2023	The City Commission may offer additional comments and recommendation to the CRC, either individually or collectively as a Commission.
September 14, 2023	Deadline expires for the City Commission to submit comments and recommendations to the CRC, via the City Clerk.
September 15-30, 2023 (Date to be determined)	The CRC will meet to review the City Commission’s comments and recommendations, and will make any revisions and approve a Final Report for submission to the City Commission in ordinance form.
October 3, 2023	First reading of CRC’s Final Report ordinance
October 17, 2023	Second reading of the CRC’s Final Report ordinance
December 12, 2023	Supervisor of Elections Deadline for ballot submissions for Municipal Elections Day, to be held on March 19, 2023.

Section C-61 of the Charter states in pertinent part:

If changes are recommended, the Charter Review Commission shall transmit its proposed report with Charter amendments in ordinance form to the City Commission for comment. The City Commission shall, within 45 days of receipt, review the report. If the City Commission has comments or recommendations, the City Commission will return its comments or recommendations, if any, to the Charter Review Commission within the same 45 day period. The Charter Review Commission shall consider the comments or recommendations of the City Commission and then shall make its own final report to the City Commission, in ordinance form, which shall be adopted verbatim by the City Commission and which shall be placed on the ballot at the next municipal election.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CONSISTING OF A REPORT BY THE CITY'S CHARTER REVIEW COMMISSION PROPOSING AMENDMENTS TO THE CITY OF OCOEE'S CHARTER FOR THE BALLOT AT THE NEXT GENERAL MUNICIPAL ELECTION, ON MARCH 19, 2024, OR AS OTHERWISE SCHEDULED, PERTAINING TO:

(1) § C-8 (POWERS OF THE CITY) TO STATE THAT THE CITY'S POWERS SHALL BE CONSTRUED LIBERALLY IN FAVOR OF THE CITY TO EFFECT THEIR INTENDED PURPOSES AND THAT THE CITY'S ENUMERATED POWERS SHALL INCLUDE THE AUTHORITY TO EXCHANGE PROPERTY;

(2) § C-11 (ELIGIBILITY, RESIDENCY REQUIREMENT AND PROOF) TO REQUIRE CANDIDATES FOR MAYOR TO RESIDE IN THE CITY FOR AT LEAST ONE (1) YEAR BEFORE QUALIFYING AS A CANDIDATE AND TO REQUIRE CANDIDATES FOR CITY COMMISSIONER TO RESIDE IN THE DISTRICT THEY SEEK TO REPRESENT FOR AT LEAST ONE (1) YEAR BEFORE QUALIFYING AS A CANDIDATE;

(3) § C-17 (SUCCESSORS) TO PROVIDE FOR THE SUCCESSOR TO THE OFFICE OF MAYOR OR COMMISSIONER TO BE ELECTED AT THE NEXT REGULAR OR GENERAL CITY ELECTION, IF HELD WITHIN TWELVE (12) MONTHS OF THE VACANCY;

(4) § C-18 (INDEPENDENT AUDIT) TO AUTHORIZE THE CITY COMMISSION TO DESIGNATE AN ACCOUNTANT OR ACCOUNTING FIRM IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN FLORIDA STATUTES § 218.391 FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS;

(5) § C-21 (APPOINTMENT; QUALIFICATIONS; COMPENSATION) TO AUTHORIZE THE CITY COMMISSION TO REASONABLY EXTEND THE REQUIREMENT FOR THE CITY MANAGER TO BECOME A RESIDENT OF THE CITY OF OCOEE WITHIN ONE (1) YEAR OF BEGINNING EMPLOYMENT BY A UNANIMOUS VOTE;

(6) § C-28 (CITY CLERK) TO CLARIFY THAT THE CITY CLERK'S SALARY IS SUBJECT TO THE CITY COMMISSION'S BUDGET APPROVAL;

(7) § C-45 (ELECTION DATES) TO DEFINE “REGULAR,” “SPECIAL,” AND “GENERAL CITY ELECTIONS” AND TO PROVIDE FOR THE SWEARING-IN OF A NEWLY-ELECTED MAYOR OR CITY COMMISSIONER IMMEDIATELY BEFORE THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING AFTER THE CANVASSING BOARD DECLARES THE ELECTION RESULTS;

(8) § C-49 (CONDUCT OF ELECTIONS) TO AUTHORIZE THE CITY COMMISSION TO SET THE DATES OF ELECTIONS AND THE DATES OF QUALIFYING PERIODS FOR CANDIDATES BY RESOLUTION OR ORDINANCE;

(9) § C-50 (CERTIFICATION OF RESULTS; CANVASS OF RETURNS; NOTIFICATION OF SUCCESSFUL CANDIDATES) TO APPOINT THE CITY CLERK TO THE CITY OF OCOEE’S CANVASSING BOARD TOGETHER WITH TWO (2) OTHER CITIZENS AND TWO (2) CITIZEN ALTERNATES APPOINTED BY THE CITY COMMISSION;

(10) PROVIDING A FORM OF BALLOT FOR EACH PROPOSED AMENDMENT;

(11) DIRECTING THE CITY CLERK TO FILE THE REVISED CHARTER AS APPROVED BY THE VOTERS WITH THE FLORIDA DEPARTMENT OF STATE;

(12) PROVIDING FOR SEVERABILITY AND A SAVINGS CLAUSE; AND

(13) PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

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

WHEREAS, § C-59 of the City of Ocoee’s Charter (hereafter, the “Charter”) states, “A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission;” and

WHEREAS, on April 18, 2023, the City Commission determined that a Charter Review Commission should be appointed to consider and propose certain amendments to the Charter, including an enlarged residency requirement for Mayoral and City Commission candidates; and

WHEREAS, in accordance with § C-61 of the Charter, the City Commission determined that citizens should vote on proposed Charter amendments at the next municipal election, on March 19, 2024, or as otherwise scheduled; and

WHEREAS, on May 16, 2023, the City Commission appointed a Charter Review Commission consisting of seven (7) citizens, including two (2) alternates, to review the Charter and recommend proposed amendments;

WHEREAS, § C-61 of the Charter states, “The Charter Review Commission shall be empowered to conduct a comprehensive study of any or all phases of city government.”

WHEREAS, in June and July 2023, the Charter Review Commission held multiple noticed public meetings, conducted a comprehensive study of various aspects of city government as affected by the Charter, and solicited and received input from citizens of the City of Ocoee;

WHEREAS, § C-61 of the Charter further states, “If changes are recommended, the Charter Review Commission shall transmit its proposed report with Charter amendments in ordinance form to the City Commission for comment.”

WHEREAS, Florida Statutes § 166.031(1) states in pertinent part, “The governing body of a municipality may, by ordinance...submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance...at the next general election held within the municipality or at a special election called for such purpose.”

WHEREAS, on July 20, 2023, the Charter Review Commission voted to approve and submit recommended amendments to the Charter, set forth herein, in a proposed Report in the form of this Ordinance to the City Commission;

WHEREAS, on August 1, 2023, the Charter Review Commission presented its proposed Report in the form of this Ordinance to the City Commission, recommending amendments to the City of Ocoee Charter as set forth herein;

WHEREAS, as to a proposed amendment to § C-8 of the Charter (Powers of the City), the municipal charters of the City’s neighbors, the Town of Windermere, the City of Apopka, and City of Winter Garden, as well as many other municipalities provide that their local governmental powers “shall be construed liberally in favor of the municipality;” that liberal construction is a judicial term of art that authorizes courts to effect the intended purpose of the language; that the existing language of the Charter provides for liberal construction of enumerated powers instead of all powers, and the Charter Review Commission determined that liberal construction is appropriate to effect the purposes for all of the City’s lawful powers;

WHEREAS, as to a proposed amendment to § C-8 of the Charter (Powers of the City), the Charter Review Commission determined that, enumerated powers of the City of Ocoee for the acquisition and disposal of property, including real property, should include the exchange of such properties;

WHEREAS, as to a proposed amendment to § C-11 of the Charter (Eligibility, Residency Requirement and Proof), the Charter Review Commission determined that, to uphold the integrity of the City’s elections, candidates for Mayor should reside in the City for at least one (1) year before qualifying, and candidates for Commissioner should reside in the district they seek to represent for at least one (1) year before qualifying, and that the candidates should furnish

such proof of meeting the residency requirement as the City Commission may prescribe by ordinance;

WHEREAS, as to a proposed amendment to § C-17 of the Charter (Successors), the Charter Review Commission determined that, by ordinance, the qualifying period for a candidate who seeks to be the successor to a Mayor or Commissioner who has resigned should occur early enough so that the successor's election occurs during the same election the resigning Mayor or Commissioner is running for another office; therefore, the Charter Review Commission determined that § C-17 should be amended to provide that the successor to the resigning Mayor or Commissioner should be elected at the next regular or general city election within 12 months of the resignation; the Charter Review Commission also approved of clarifying language in § C-17 and is recommending that the City Commission adopt an ordinance establishing that the qualifying period for candidates for Mayor and City Commissioner occur between noon the first Friday in December and noon the second Friday in December before the election, and such other five (5) business day qualifying periods as the City Commission may establish;

WHEREAS, as to a proposed amendment to § C-18 of the Charter (Independent Audit), the Charter Review Commission determined that the current requirement to procure a new auditor every three (3) years is too frequent due to the passage of Florida Statutes § 218.391, which is a safeguard against fraud and embezzlement by requiring municipalities to establish an auditor selection committee; therefore, the Charter Review Commission determined that the City Commission should have the authority to designate an accountant or accounting firm to serve as auditor annually or for a period not exceeding five (5) years;

WHEREAS, as to a proposed amendment to § C-21 of the Charter (Appointment, qualifications, compensation of the City Manager), the Charter Review Commission determined

that the City Commission should have the flexibility to reasonably relax the requirement for a new City Manager to reside in the City of Ocoee within one (1) year of beginning employment due to extenuating circumstances or market conditions, but only with unanimous consent;

WHEREAS, as to a proposed amendment to § C-28 of the Charter (City Clerk), the Charter Review Commission determined that the Charter should reflect actual practice such that the City Manager determines the salary of the City Clerk, subject to the budget approval of the City Commission;

WHEREAS, as to a proposed amendment to § C-45 of the Charter (Election dates and terms of office), the Charter Review Commission determined that, for clarity, the Charter should define the terms “regular election,” “special election,” and “general municipal election,” which are used in various sections of the Charter, and further, that a person elected to the office of Mayor or City Commissioner should be sworn-in immediately before the first regular meeting of the City Commission, instead of at the currently prescribed time of 7:00 p.m., given that City Commission meetings commence at 6:15 p.m.;

WHEREAS, as to a proposed amendment to § C-49 of the Charter (Conduct of Elections), the Charter Review Commission determined that the City Commission should have the flexibility to schedule elections and candidate qualifying periods by either resolution or ordinance;

WHEREAS, as to a proposed amendment to § C-50 of the Charter (Certification of results; canvass of returns; notification of successful candidates), the Charter Review Commission determined that the city clerks of the Town of Windermere, the City of Apopka, and the City of Winter Garden serve on each city’s respective election canvassing board; that the City Clerk of the City of Ocoee coordinates the City’s election activities and must certify election

results under § C-50; that for practical reasons the City Clerk of the City of Ocoee should serve on the City of Ocoee's canvassing board together with two (2) citizens appointed by the City Commission, and, to increase citizen participation, the City Commission should appoint two (2) citizens as alternates to the canvassing board.

WHEREAS, § C-61 of the Charter further states, "The City Commission shall, within 45 days of receipt, review the report" of the Charter Review Commission. "If the City Commission has comments or recommendations, the City Commission will return its comments or recommendations, if any, to the Charter Review Commission within the same 45 day period."

WHEREAS, § C-61 of the Charter further states, "The Charter Review Commission shall consider the comments or recommendations of the City Commission and then shall make its own final report to the City Commission, in ordinance form, which shall be adopted verbatim by the City Commission and which shall be placed on the ballot at the next municipal election."

WHEREAS, pursuant to Florida Statutes § 166.031, on _____, 2023, the City Commission conducted an advertised public hearing and adopted this ordinance to submit to the voters at the next municipal election, on March 19, 2024, or as otherwise scheduled, proposing amendments to the Charter.

WHEREAS, Florida Statutes § 166.031(2) states, "Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State. All such amendments are effective on the date specified therein or as otherwise provided in the charter."

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

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

SECTION 2. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, Chapter 5 of the City Code pertaining to elections, and § C-61 of the Charter, pertaining to the Charter Review Commission.

SECTION 3. Format of Proposed Amendments to the Charter. In the proposed amendments to the Charter in the sections that follow, words that are stricken are deletions; words that are underlined are additions; and stars (***) indicate omitted sections and subsections that do not represent Charter amendments.

SECTION 4. Proposed Amendment to § C-8 of the Charter: Powers of the City.

4.1 Text of the Amendment. The City shall submit the following proposed amendment to § C-8 of the Charter to the qualified electors of the City of Ocoee:

§ C-8. Powers of the city.

The City of Ocoee shall have all governmental, corporate and proprietary powers and all other powers possible for a city to have under the Constitution and the laws of Florida as fully and completely as though they were specifically enumerated in this

Charter. ~~Except as otherwise provided herein, the following~~ powers of the city shall be construed liberally and in favor of the city to effect their intended purposes, and the specific mention of particular powers in the Charter shall not be construed as limiting, in any way, the powers granted to the city under the Constitution and the laws of Florida. The City of Ocoee's powers include:

B. Property rights. To purchase, lease, acquire by eminent domain, exchange, or otherwise obtain, receive and hold property or any interest in property, whether real, personal or intangible, for such municipal or other public purposes as the City Commission may, by ordinance or otherwise, deem necessary and proper; to sell, lease, exchange, or otherwise dispose of said property for the benefit of the city to the same extent that natural persons might or could do, except as otherwise provided herein.

4.2 Ballot Title and Questions. The ballot titles and summaries for the proposed amendments to § C-8 of the Charter, set forth in Section 4 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #1

**AMENDMENT OF § C-8, CITY OF OCOEE CHARTER, TO
LIBERALLY CONSTRUE THE CITY'S POWERS TO
EFFECT THEIR INTENDED PURPOSES**

Section C-8 of the City of Ocoee's Charter shall be amended to provide that the City of Ocoee's powers be liberally construed in favor of the city to effect their intended purposes.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

Question #2

**AMENDMENT OF § C-8, CITY OF OCOEE CHARTER, TO
PROVIDE FOR THE EXCHANGE OF PROPERTY AS AN
ENUMERATED MUNICIPAL POWER**

Section C-8 of the City of Ocoee's Charter shall be amended to provide that the City's enumerated powers shall include the right to acquire or dispose of property, including real property, by exchange.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

SECTION 5. Proposed Amendment to § C-11 of the Charter (Eligibility.

Residency Requirement and Proof).

5.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-11 of the Charter to the qualified electors of the City of Ocoee:

§ C-11. Eligibility. Residency Requirement and Proof.

Each candidate for the office of Mayor shall, ~~at the time of~~ for at
least one (1) year before qualifying as a candidate for such office,

be a bona fide resident of the city. The Mayor shall, during the entire term of office, be a bona fide resident of the city. Each candidate for the office of Commissioner shall, ~~at the time of~~ for at least one (1) year before qualifying as a candidate for such office, be a bona fide resident of the single-member district which such candidate seeks to represent. A candidate for Mayor or Commissioner shall furnish such proof of meeting the one (1) year residency requirement as may be prescribed by ordinance.

5.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-11 of the Charter, set forth in Section 5 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #3

**AMENDMENT OF § C-11, CITY OF OCOEE CHARTER,
TO ESTABLISH ONE (1) YEAR RESIDENCY
REQUIREMENTS FOR CANDIDATES FOR MAYOR AND
CITY COMMISSIONER**

Section C-11 of the City of Ocoee’s Charter shall be amended to provide that candidates for Mayor shall reside in the City of Ocoee for at least one (1) year before qualifying as a candidate and to require candidates for City Commissioner to reside in the district they seek to represent for at least one (1) year before qualifying as a candidate.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 6. Proposed Amendment to § C-17 of the Charter (Successors).

6.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-17 of the Charter to the qualified electors of the City of Ocoee:

§ C-17. Filling of vacancies.

1. If any vacancy, other than the Office of Mayor, occurs in the City Commission, an eligible person shall be selected by the City Commission within thirty (30) days of the vacancy to serve as an interim Commissioner until the successor is elected. If a vacancy occurs in the office of Mayor, the Mayor pro tem shall serve as an interim Mayor until the successor is elected. The City Commission shall appoint an interim Commissioner to fill the vacancy created by the Mayor pro tem serving as Mayor; such interim Commissioner shall serve until such time as a Mayor is elected. The Mayor pro tem shall resume representation of ~~his~~ a single-member district for the remainder of the term.
2. The successor to the office of Mayor or Commissioner shall be elected at the next regular or general city election if such election is to be held within twelve (12) months of the vacancy. If a general city election will not be held within twelve (12) months, the successor shall be elected at a special election which shall be called by the City Commission within ninety (90) days of the vacancy.

The successor shall serve for the unexpired term of the member who created the vacancy.

3. If all members of the City Commission are removed at the same time, the Governor of the State of Florida shall appoint an interim City Commission that shall call a special election to elect their successors within ninety (90) days of appointment.

6.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-17 of the Charter, set forth in Section 6 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #4

**AMENDMENT OF § C-17, CITY OF OCOEE CHARTER,
TO PROVIDE FOR THE SUCCESSOR TO THE OFFICE OF
MAYOR OR COMMISSIONER TO BE ELECTED AT THE
NEXT REGULAR OR GENERAL CITY ELECTION, IF
HELD WITHIN TWELVE (12) MONTHS OF THE
VACANCY**

Section C-17 of the City of Ocoee’s Charter shall be amended to provide that the successor to the office of Mayor or City Commissioner shall be elected at the next regular or general city election, if held within twelve (12) months of the vacancy.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 7. Proposed Amendment to § C-18 of the Charter (Independent Audit).

7.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-18 of the Charter to the qualified electors of the City of Ocoee:

§ C-18. Independent Audit.

The City Commission shall provide for an independent annual audit of all city accounts in conformance with the auditor selection procedures of § 218.391, Florida Statutes, and may provide for more frequent audits as it deems necessary. Audits shall be made by a certified public accountant or firm of accountants who or which has no personal interest, direct or indirect, in the fiscal affairs of the city government or any of its officers. The City Commission may designate such accountant or firm annually or for a period not exceeding ~~three (3)~~ five (5) years. If the state makes such an audit, the City Commission may accept it as satisfying the requirements of this section.

7.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-18 of the Charter, set forth in Section 7 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #5

AMENDMENT TO § C-18, CITY OF OCOEE CHARTER, TO AUTHORIZE THE CITY COMMISSION TO DESIGNATE AN ACCOUNTANT OR ACCOUNTING FIRM IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN FLORIDA STATUTES § 218.391 ANNUALLY OR FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS

Section C-18 of the City of Ocoee's Charter shall be amended to authorize the City Commission to designate an accountant or accounting firm in accordance with the procedures set forth in Florida Statutes § 218.391 for a period not to exceed five (5) years.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 8. Proposed Amendment to § C-21 of the Charter (Appointment, qualifications, compensation of the City Manager).

8.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-21 of the Charter to the qualified electors of the City of Ocoee:

§ C-21. Appointment, Qualifications, Compensation of the City Manager.

The City Manager shall be appointed solely on the basis of executive and administrative qualifications and need not be a resident of the City of Ocoee or the State of Florida at the time of appointment. Within one (1) year of commencement of employment, the City Manager shall become a resident of the city unless such time is reasonably extended by the unanimous approval

of the City Commission, and thereafter shall remain a resident of the City while employed as City Manager.

8.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-21 of the Charter, set forth in Section 8 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #6

**AMENDMENT TO § C-21, CITY OF OCOEE CHARTER,
TO AUTHORIZE THE CITY COMMISSION TO
REASONABLY EXTEND THE REQUIREMENT FOR THE
CITY MANAGER TO BECOME A RESIDENT OF THE
CITY OF OCOEE**

Section C-21 of the City of Ocoee’s Charter shall be amended to authorize the City Commission to reasonably extend the requirement for the City Manager to reside in the City within one (1) year of beginning employment upon the Commission’s unanimous approval.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 9. Proposed Amendment to § C-28 of the Charter (City Clerk).

9.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-28 of the Charter to the qualified electors of the City of Ocoee:

§ C-28. City Clerk.

A. Appointment; powers and duties. There shall be a City Clerk who shall be appointed by the City Manager. The City Clerk shall

be under the direction and supervision of the City Manager. The salary of the City Clerk shall be determined by the City Manager, subject to the budget approval of the City Commission. ***

9.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-28 of the Charter, set forth in Section 9 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #7

**AMENDMENT TO § C-28, CITY OF OCOEE CHARTER,
TO CLARIFY THAT THE CITY CLERK’S SALARY IS
SUBJECT TO THE CITY COMMISSION’S BUDGET
APPROVAL**

Section C-28 of the City of Ocoee’s Charter shall be amended to clarify that the City Manager shall determine the City Clerk’s salary, subject to budget approval by the City Commission.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 10. Proposed Amendment to § C-45 of the Charter
(Election dates and terms of office).

10.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-45 of the Charter to the qualified electors of the City of Ocoee:

§ C-45. Election dates and terms of office.

A. Regular Elections. A ‘regular election’ is an election held at a regular interval to elect the office of Mayor or City

Commissioner. Beginning in March 2021, regular municipal elections shall be held annually on the second Tuesday in March of each odd-numbered year. ***

B. Special Elections. A ‘special election’ is an election that may be held to fill a vacancy on the City Commission pursuant to § C-17 or to approve of an ordinance by initiative or repeal an ordinance by referendum pursuant to § C-19.

C. General Elections. A ‘general city election’ is any municipal election that is not a special election or regular election.

B.D. Notwithstanding the above, the term of office of any person elected to the office of Mayor or the office of City Commissioner shall commence upon being sworn into office and continue until such time as his or her respective successor is sworn into office. Any person elected to the office of Mayor or the office of City Commissioner shall be sworn into office ~~at 7:00 p.m. on the day~~ immediately prior to commencement of the next regularly scheduled City Commission meeting held after the results of the election are declared by the Canvassing Board as set forth in § C-50 of this charter. The incumbent Mayor and City Commissioners in office on the date of approval of this provision by the voters of the City shall continue to hold their respective offices until their successors

are sworn into office. Notwithstanding the foregoing, in the event that no candidate qualifies for the office of Mayor or a specific seat on the City Commission, then such office or seat shall be declared vacant by the Canvassing Board at its meeting following the regular municipal election.

10.2 **Ballot Title and Question.** The ballot title and summaries for the proposed amendments to § C-45 of the Charter, set forth in Section 10 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #8

**AMENDMENT TO § C-45, CITY OF OCOEE CHARTER,
TO DEFINE “REGULAR,” “SPECIAL,” AND “GENERAL
CITY ELECTIONS”**

Section C-45 of the City of Ocoee’s Charter shall be amended to define “regular elections” as those held at regular intervals for the election of Mayor and City Commissioner, “special elections” as those held to fill a vacancy in the office of Mayor or City Commissioner, for a citizen initiative to approve of an ordinance, or a referendum to repeal an ordinance, and “general elections” as any other municipal election.

Shall the above-described amendment be adopted?

___ YES

___ NO

Question #9

**AMENDMENT TO § C-45, CITY OF OCOEE CHARTER,
TO PROVIDE FOR THE SWEARING-IN OF A NEWLY-
ELECTED MAYOR OR CITY COMMISSIONER**

Section C-45 of the City of Ocoee’s Charter shall be amended to provide that any person elected to the office of Mayor or City Commissioner shall be sworn into office immediately prior to

commencement of the next regularly scheduled City Commission meeting held after the Canvassing Board declares the election results.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 11. Proposed Amendment to § C-49 of the Charter

(Conduct of Elections).

11.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-49 of the Charter to the qualified electors of the City of Ocoee:

§ C-49. Conduct of Elections.

The City Commission shall designate the places of polling for all city elections and shall give notice of all city elections in accordance with the laws of Florida. Except as otherwise set forth herein, the City Commission shall by ordinance provide for the printing of ballots, the conduct of elections, including absentee procedures, the canvass of returns, and all similar election details. Such ordinance shall, to the extent possible, ensure the secrecy of the ballot and the integrity of the poll. The City Commission may set the dates of elections and dates of qualifying of candidates by resolution or ordinance.

11.2 **Ballot Title and Question.** The ballot title and summary for the proposed amendment to § C-49 of the Charter, set forth in Section 11 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #10

**AMENDMENT OF § C-49, CITY OF OCOEE CHARTER,
TO AUTHORIZE THE CITY COMMISSION TO SET THE
DATES OF ELECTIONS AND CANDIDATE QUALIFYING
PERIODS BY RESOLUTION OR ORDINANCE**

Section C-49 of the City of Ocoee’s Charter shall be amended to authorize the City Commission to set the dates of elections and dates of qualifying periods for candidates by either resolution or ordinance.

Shall the above-described amendment be adopted?

___ YES

___ NO

SECTION 12. Proposed Amendment to § C-50 of the Charter

(Certification of results; canvass of returns; notification of successful candidates).

12.1 **Text of the Amendment.** The City shall submit the following proposed amendment to § C-50 of the Charter to the qualified electors of the City of Ocoee:

§ C-50. Certification of results; canvass of returns; notification of successful candidates.

The results of the voting at each polling place when ascertained shall be certified by return in duplicate signed by the Clerk and a majority of the inspectors of the election, one (1) copy being delivered by the Clerk and inspectors to the Mayor and the other to the City Clerk, both of whom shall transmit such return to a public

meeting of the Canvassing Board, which shall consist of the City Clerk and ~~three (3)~~ two (2) citizens appointed by the City Commission. The City Commission shall also appoint two (2) additional citizens to serve as alternates to the Canvassing Board. The Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law. A majority of the Canvassing Board shall constitute a quorum thereof. Notwithstanding the foregoing, with the agreement of the Orange County Canvassing Board and Orange County Supervisor of Elections, the City Commission may, by ordinance, assign and abdicate the canvassing responsibilities of the City Canvassing Board to the Orange County Canvassing Board. In such event, the Orange County Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law.

12.2 Ballot Title and Question. The ballot title and summary for the proposed amendment to § C-50 of the Charter, set forth in Section 12 of this Ordinance, shall be set forth below, and shall be followed by the words “yes” and “no”:

Question #11

AMENDMENT OF § C-50, CITY OF OCOEE CHARTER, TO APPOINT THE CITY CLERK AND CITIZENS TO THE CITY OF OCOEE CANVASSING BOARD

Section C-50 of the City of Ocoee's Charter shall be amended to appoint the City Clerk to the City of Ocoee's election Canvassing Board in addition to two (2) citizens and two (2) citizen alternates appointed by the City Commission.

Shall the above-described amendment be adopted?

☐ YES

☐ NO

SECTION 13. Codification & Corrections. Any Charter amendment provided for in this Ordinance which receives affirmative votes from the majority of the votes cast shall be incorporated into the Charter of the City of Ocoee. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the Charter may be freely made.

SECTION 14. Directions to City Staff. City Staff, under the direction of the City Manager, are directed and authorized to take such actions as are necessary and advisable to effect and carry out this Ordinance and the Charter amendments and referendum provided for herein, including putting the questions set forth herein on the ballot for the next municipal election on March 19, 2024, or as otherwise scheduled. If the Charter is amended by a majority vote of the qualified electors of the City, the City Clerk shall file a copy of the revised Charter with the Florida Department of State in accordance with § 166.031(2), Florida Statutes.

SECTION 15. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, severed, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 16. Conflict. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 17. Effective Date. This Ordinance shall become effective immediately upon passage and adoption. Any Charter amendment provided for herein shall become effective immediately upon approval by the qualified voters of the City of Ocoee and certification by the Supervisor of Elections or other appropriate officer or entity.

PASSED AND ADOPTED this ____ day of _____, 2023.

[Space intentionally blank]

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____,
2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED
AS TO FORM AND LEGALITY**
this _____ day of _____, 2023.

FISHBACK DOMINICK

By: _____
Richard S. Geller
Special Counsel/Facilitator



Meeting Date: August 15, 2023
Item #:

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Emergency Item - Approval of Additional Funds from Transportation Impact Fees to Provide the Required Funding for Lennar Homes to Facilitate the Widening of Clarke Road - District #4, Ages Hart. (Public Works Director Krug)

Background Summary:

The City Commission approved the Third Amendment to the Development Agreement for the Arden Park PUD at the February 16, 2021, meeting to incorporate the design and construction for the four-lane section of Clarke Road between AD Mims Road and Clarcona-Ocoee Road. This expedited process is now ready to begin construction. However, the original cost of \$4,634,480.00 was derived utilizing published State cost summaries from 2019/2020 projects. The construction industry has experienced unprecedented annual increases of over 20% in 2021 and 2022. The industry is trending back to less than 5% annual cost increases in 2023, but not decreasing to pre-pandemic levels. Lennar has finalized their cost to construct the Clarke Road improvements and Public Works has reviewed the costs to ensure they are in line current cost summaries. Based on the final design, an additional \$2,903,699.90 will be needed to complete the project. This amount will need to be added to the Developer and Escrow Agreements. Public Works is also requesting authorization for a contingency of \$250,000.00 for potential change orders and an additional \$100,000.00 for acquisition and legal fees associated with the revised lift station driveway.

Public Works is requesting Commission authorization to allocate the \$3,253,699.90 in available funds to cover the total costs and will allow Lennar to start the materials procurement process and construction. The funding for the additional cost is adequately reserved in the Transportation Impact Fee Fund, which is restricted specifically for expansion and construction of roads and transportation projects within the City. The new City Attorney is working on the revised Development and Escrow agreements with Lennar to bring back for Commission approval at the next available meeting. Public Works recommends approval to allocate the additional funding for the project.

Issue:

Should the Honorable Mayor and City Commissioners authorize the allocation of available Transportation Impact Fee Funds to the Clarke Road 4-Lane project between AD Mims Road and Clarcona-Ocoee Road?

Recommendations:

Recommend the Honorable Mayor and City Commissioners authorize the allocation of the available Transportation Impact Fee Funds to the following; 1) \$2,903,699.90 to the Third Amendment to the Arden Park PUD, providing the required funding for Lennar Homes to facilitate the widening of Clarke Road, 2) \$250,000.00 contingency for potential change orders, 3) \$100,000.00 for acquisition and legal fees associated

with the revised lift station driveway, and 4) authorize the City Manager and Staff to approve change orders to the Development Agreement with Lennar Homes up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Third Amendment to Development Agreement for Arden Park

Financial Impacts:

Funding for the additional cost to construct the 4-lane section of Clarke Road is adequately reserved for in the Transportation Impact Fee Fund, which funds are restricted specifically for expansion and construction of roads and transportation projects within the City.

Type of Item: Staff Action Items

**THIS INSTRUMENT WAS
PREPARED BY:**

Scott A. Glass, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Ste. 1600
Orlando, Florida 32801

AND IS TO BE RETURNED TO:

Melanie Sibbitt, City Clerk
City of Ocoee
150 N. Lakeshore Dr.
Ocoee, FL 34761

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
(ARDEN PARK)

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the "Third Amendment") is made and entered into the 18th day of February, 2021 (the "Effective Date") by and between **LENNAR HOMES, LLC**, a Florida limited liability company whose mailing address is Suite 310, 6750 Forum Drive, Orlando FL 32821 (referred to herein as "Lennar" or "Developer") and the **CITY OF OCOEE**, a Florida municipal corporation whose mailing address is City of Ocoee, Attn.: City Manager, 150 North Lakeshore Drive, Ocoee, FL 34761 (the "City") and as joined into by **ARDEN PARK NORTH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation whose mailing address is C/O Lennar Homes, LLC, Suite 310, 6750 Forum Drive, Orlando FL 32821 (the "HOA") for the limited purposes set forth herein.

WITNESSETH:

WHEREAS, on or about March 27, 2007, the City and Arden Park Ventures, LLC, ("APV") entered into that certain Development Agreement (Arden Park) recorded as Instrument 20070199656 in O. R. Book 9180, Page 4856 among the Official Records of Orange County, Florida (the "Development Agreement"); and,

WHEREAS, the Development Agreement set forth the rights, duties and obligations of APV and the City with respect to development of the Arden Park planned residential community on certain property then wholly owned by APV and more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and,

WHEREAS, on or about March 24, 2011, the City and APV executed that certain First Amendment to Development Agreement (Arden Park) recorded as Document 20110294011 in O.R. Book 10222, Page 6665 among the Official Records of Orange County, Florida (the "First Amendment"); and,

WHEREAS, on September 29, 2011, APV, assigned all of its rights, duties and obligations under the Development Agreement to Standard Pacific of Florida, a Florida general partnership (“Standard Pacific”), pursuant to that certain Assignment of Development Agreement recorded as Document 20110516824 in O.R. Book 10274, Page 7198 among the Official Records of Orange County, Florida; and,

WHEREAS, on or about February 19, 2013, the City and Standard Pacific entered into that certain Second Amendment to Development Agreement (Arden Park) recorded as Document 20130115380 recorded in O.R. Book 10529, Page 4035 among the Official Records of Orange County, Florida (the “Second Amendment”) (the Development Agreement, the First Amendment and the Second Amendment being hereafter collectively referred to as the “Amended Development Agreement”); and,

WHEREAS, in 2015, Standard Pacific and related entities merged with The Ryland Group, Inc., to form CalAtlantic Group, Inc. (“CalAtlantic”); and,

WHEREAS, pursuant to such merger CalAtlantic became successor in interest to all of Standard Pacific’s rights, duties and obligations as developer of Arden Park under the Amended Development Agreement; and,

WHEREAS, in February, 2018, CalAtlantic was acquired by Lennar; and,

WHEREAS, the City has previously planned, designed, engineered and constructed a portion of the City road known as Clarke Road; and,

WHEREAS, it is the City’s desire that Clarke Road be extended and improved such that it eventually connects McCormick Road on the north to State Road 50 (a/k/a Colonial Drive) on the south, with the segment of Clarke Road to the north of Clarcona-Ocoee Road being a two-lane road and the segment of Clarke Road to the south of Clarcona-Ocoee Road being a four-lane, divided urban road (collectively, the “Clarke Road Right of Way”); and,

WHEREAS, as successor to CalAtlantic by acquisition Lennar has assumed all rights, duties and obligations of the Developer under the Amended Development Agreement including, but not limited to, the obligation to design, engineer, permit and construct a two-lane segment of Clarke Road which is designated and depicted as, “Section B,” in the Amended Development Agreement; and,

WHEREAS, Lennar has designed, engineered, permitted and has constructed, “Section B”; and,

WHEREAS, the Amended Development Agreement contemplated that other segments of Clarke Road, designated as “Section A” and “Section C,” would be designed and constructed by others or would be designed by others, but constructed by APV or its successor at the City’s expense; and,

WHEREAS, “Section A” has been completed by others, but “Section C” has not and the City has determined that, from a time and cost efficiency perspective, it is desirable to have Lennar proceed with the design, engineering, permitting and construction of “Section C”; and,

WHEREAS, the City has further determined that, again, from a time and cost efficiency perspective, it is desirable to have Lennar design, engineer, permit and construct certain other improvements to Clarke Road south of Clarcona-Ocoee Road as hereinafter described.

NOW THEREFORE, in consideration of the premises, the sum of ten dollars and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which being hereby acknowledged, City and Lennar agree as follows:

I. Recitals; Definitions. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined in the Amended Development Agreement.

II. Amendment of Amended Development Agreement. The parties acknowledge that the obligations contained in subsections A, B, C, D, E, F, G, O, P, R, S, T and V of Section 4. of the Amended Development Agreement have been satisfied or otherwise replaced with obligations set forth herein. As such and in addition, Section 4. of the Amended Development Agreement is hereby deleted in its entirety and replaced with the following:

4. Clarke Road Right-of-Way and Improvements. The following provisions shall apply:

- (i) Neither the Developer, its successors and assigns, nor any other person or entity shall be entitled to any road impact fee credits or other compensation of any kind for, on account of, or with respect to the required dedication and conveyance of the Clarke Road Right-of-Way to the City, or the design, engineering, permitting and construction of any improvements to Clarke Road, except as set forth herein.
- (ii) Developer shall design, engineer, permit and cause to be constructed certain improvements to Clarke Road south of the intersection of Clarke Road and Clarcona-Ocoee Road generally depicted as Section C (the “Section C Improvements”) on the Clarke Road Design Sketch (the “PDA Sketch”) attached and incorporated as **Exhibit “D”**. The City shall pay for the Section C Improvements as provided in Section 4.(vi), below.
- (iii) Developer shall also design, engineer, permit and cause to be constructed those improvements necessary to complete Clarke Road from the southern terminus of Section C to that point north of A.D. Mims Road where Clarke Road currently transitions from four-lanes to two-lanes (hereafter, the “Section D Improvements”), as depicted on **Exhibit “E”** attached hereto and incorporated by reference herein. The City shall pay for the Section D

Improvements as provided in Section 4. (vi), below. The Section C Improvements and the Section D Improvements are hereafter collectively referred to as the "City Road Improvements."

- (iv) The City Road Improvements shall include the necessary roadway, attendant sidewalks, streetlights, median landscaping, and provision for customary utilities and stormwater management. Prior to entering into any contracts for the design, engineering, permitting and/or construction of the City Road Improvements, Developer shall obtain a separate price (a/k/a "Bid") for such work from the entity or entities Developer has contracted with to perform that particular type of work, i.e., design, engineering, permitting and/or construction, for the Developer Road Improvements. Developer will promptly provide each such Bid to the City and the City shall have ten (10) business days from receipt of a Bid to either approve or reject it. In the event a Bid is rejected the City shall advise Developer, in writing, of the reasonable basis or bases for such rejection. Developer shall then have thirty (30) days to address such issues with the bidder in an effort to resolve the City's concerns or to obtain a Bid which addresses the City's issue(s) from another entity. If Developer submits a revised Bid or a new Bid the City shall have five (5) business days to either accept or reject it. If the City fails to notify Developer, in writing, of the City's decision by the end of such five (5) day period, the Revised Bid or alternative Bid, as the case may be, shall be deemed rejected and the Developer shall have no further obligation to perform, or secure the performance, of that particular work. On the other hand, if the City approves a Bid, a revised Bid or an alternative Bid, then Developer will, within thirty (30) days of Developer's receipt of the City's written notice of approval, enter a contract (or an amendment to Developer's existing contract) with the bidding entity for the performance of the work in question. The contract or contract amendment, as the case may be, shall name the City as an intended third-party beneficiary of the performance obligations of the contractor with respect to the work to be performed thereunder. Approval or rejection of a Bid by the City may be done by the City Manager of the City, or his designee, with no further action required by the City Commission of the City.
- (v) As an alternative to the procedure set forth in paragraph 4(iv) above, Developer may enter into a contract for the design, engineering, permitting and construction of the City Road Improvements on a non-bid basis at a price acceptable to and approved by City, which acceptance and approval may be granted or withheld in the City's sole and absolute discretion. Approval or rejection of this alternative procedure may be done by the City Manager of the City, or his designee, with no further action required by the City Commission of the City.
- (vi) If City directs Developer to proceed with the design, engineering, permitting and/or construction of the City Road Improvements, or any part

thereof, then, in consideration therefor, City agrees to pay for the same as follows:

- a. Prior to Developer's entry into its first contract for design, engineering, permitting or construction of the City Road Improvements, City, Developer and Shuffield Lowman, P.A. ("Escrow Agent") shall enter into an Escrow Agreement on terms acceptable to the parties thereto and consistent with the provisions hereof.
- b. The City shall promptly deposit Four Million Six Hundred Thirty-Four Thousand Four Hundred Eighty Dollars (\$4,634,480.00) with the Escrow Agent to be used by the Escrow Agent to pay approved and documented invoices for the City Road Improvements and to pay Developer's project management fee as set forth below.
- c. Inasmuch as Developer is directly contracting for performance of the design, engineering, permitting and construction of the City Road Improvements, Developer shall receive invoices for material received and/or work performed directly from the party providing such material or performing such work. Developer shall verify the invoice against the terms of the underlying bid and contract, review any appropriate documentation and, before forwarding such invoice to the Escrow Agent for payment from the Escrowed Funds, verify that the invoice only includes Allowable Costs, as hereinafter defined, and that the materials supplied or the work performed according to such invoice have in fact been received or has been performed, as the case may be. Each invoice shall be certified by a Professional Engineer licensed to practice in the State of Florida and shall be accompanied by such documentation as is reasonable and customary to support payment. Once Developer has verified the validity of the invoice Developer shall send the invoice, along with a written confirmation of its accuracy, to the City.
- d. Upon receipt, City shall have thirty (30) days to direct the Escrow Agent to pay any undisputed portion of such invoice and to notify Developer, in writing, if City disputes any portion of such invoice or requires additional documentation to determine whether payment is appropriate. Developer shall have ten (10) business days to provide additional documentation and/or to submit a written request to meet with City staff in order to attempt to resolve such dispute. City staff will meet with Developer within ten (10) business days after City's receipt of a written request for such meeting. If the dispute remains unresolved after such meeting the matter shall be elevated to the City Manager or, at the City Manager's designation, the Assistant City Manager, who shall meet with Developer within ten (10) business days after the date Developer and City staff met. The City Manager or Assistant City Manager, as the

case may be, shall then have five (5) business days to make a final decision. Such final decision may thereafter be challenged by an appropriate action filed in the Ninth Judicial Circuit Court for Orange County, Florida and the provision for attorneys' fees and costs provided in Section 17 of this Agreement shall apply thereto.

- e. Upon receipt of written directions from the City, Escrow Agent shall, within two (2) business days, pay undisputed amounts directly to the invoicing party. Simultaneously with each such payment the Escrow Agent shall issue a separate payment to Developer in an amount equal to nine and one-half percent (9.5%) of such payment as a project management fee to compensate Developer for its time, resources and administrative overhead.
 - f. City shall pay all reasonable actual costs incurred in the design, engineering, permitting and construction of the City Road Improvements, including reasonable and customary "soft" costs incurred in the design, engineering, permitting and construction of the City Road Improvements such as, by way of illustration and not limitation, the cost of necessary surveys, environmental studies, geotechnical studies, legal fees, permit application fees, environmental mitigation directly related to the City Road Improvements, and the like (collectively, the "Allowable Costs"). As each significant aspect of the City Road Improvements are completed, but in no event less than quarterly, Developer shall ensure invoices have been submitted to the Escrow Agent for payment of completed work.
 - g. Nothing herein shall prevent the City from seeking reimbursement from adjacent property owners or any other entity for costs associated with the City Road Improvements.
- (vii) City shall be responsible for providing or causing others to provide the facilities necessary to meet the stormwater requirements associated with the City Road Improvements. Notwithstanding any other provision of this Agreement to the contrary, Developer shall have no obligation to construct the City Road Improvements until such time as the City or other party has provided the facilities necessary to meet the stormwater requirements associated with the City Road Improvements.
- (viii) The Developer shall convey to the City, or cause the current owner thereof to convey to the City, within 60 days of the date of this Third Amendment, certain property it owns east of Clarke Road and adjacent to Lake Trout and more particularly described as: Tract R according to the Plat of Arden Park North Phase 4 recorded at Plat Book 100, Page 136, Public Records of Orange County, Florida. The conveyance shall be by special warranty deed free and clear of all liens and encumbrances except for those matters

acceptable to the City. The form of the special warranty deed shall be subject to the approval of the City. The Developer shall contemporaneously with the conveyance of such tract, provide to the City a current attorney's opinion of title, or a current title commitment to be followed by a policy of title insurance, evidencing that fee simple title to such property is free and clear of all liens and encumbrances except for those matters acceptable to the City. The costs and expenses related to the conveyance of such tract, including the cost of title work, shall be borne solely by the Developer. Real property taxes on the property shall be prorated as of the day of the City's acceptance of the conveyance of the same, and the prorated amount of such real property taxes attributable to the Developer shall be paid and escrowed in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then the Developer shall be responsible for real property taxes for the entire year.

- (ix) Upon completion of construction of each segment of the City Road Improvements the City shall conduct a final inspection of the applicable segment and, if such construction passes inspection and Developer has complied with all applicable written City standards and requirements for road construction in effect as of the Effective Date of this Agreement, City shall issue a certificate of completion for such segment.
- (x) City shall be responsible for adjusting the timing of all traffic signals necessitated by construction of the City Road Improvements.
- (xi) The City may vacate the existing Hobson Road adjacent to portions of the Property. Such vacation shall be at the City's timing and sole cost and expense. Developer and the HOA hereby agree not to oppose the vacation of Hobson Road and hereby agree to relinquish any rights or claims to any portion of such road upon vacation of the same.

III. No Third-Party Beneficiaries. This Third Amendment is solely for the benefit of the formal parties hereto and their respective successors and assigns and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party. Nothing in this Third Amendment, express or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the formal parties hereto and their respective affiliates, representatives, heirs, successors and assigns.

IV. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

V. **Recordation.** An executed original of this Third Amendment shall be recorded among the Official Records of Orange County, Florida, by the City at the Developer's sole expense.

VI. **Third Amendment to Control in Event of Conflict.** To the extent any term, condition or provision of this Third Amendment conflicts with any term, condition or provision of the Amended Development Agreement including, but not limited to, any term, condition or provision set forth in the Revised Arden Park Conditions of Approval attached as Exhibit "B" to the Second Amendment, or any term, condition or provision of the Amended Land Use Plan for Arden Park Planned Unit Development as the same is in effect on the Effective Date hereof, then, in such instance, the conflicting term, condition or provision of this Third Amendment shall control.

VII. **Balance of Amended Development Agreement Remains Effective.** Except as specifically amended by this Third Amendment, all terms, conditions and provisions of the Amended Development Agreement shall remain in full force and effect.

[Signature Page to Follow]

Signed, sealed and delivered
in the presence of:

Print Name: Alison Haire

Alison Haire

Print Name: _____

Steven A. Grant
STATE OF Florida
COUNTY OF Orange

DEVELOPER:

**LENNAR HOMES, LLC, a Florida
limited liability company**

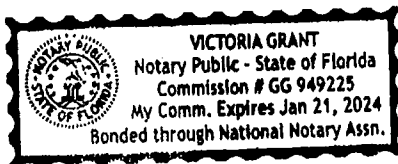
By: [Signature]

Print Name: MARK McDONALD

Print Title: AUTHORIZED AGENT

I HEREBY CERTIFY that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mark McDonald, as Authorized agent of **LENNAR HOMES, LLC**, a Florida limited liability company who is ☐ personally known to me or ☒ produced Allison Haire, vouched as identification, and that he/she acknowledged executing the same on behalf of said company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes expressed therein.

WITNESS my hand and official seal in the State and County last aforesaid this 17 day of March, 20 21.



[Signature]
Signature of Notary

Victoria Grant

Name of Notary (typed, printed or stamped)

Commission Number: GG 949225

Commission Expires: 1/21/2024

Signed, sealed and delivered
in the presence of:

Amber Landry
Print Name: Amber Landry

Sanna Rosencia
Print Name: Sanna Rosencia

CITY:

CITY OF OCOEE, FLORIDA, a
Florida municipal corporation

By: Rusty Johnson
Rusty Johnson, Mayor

Attest: Melanie Sibbitt
Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY THIS 16th DAY OF
Feb, 2021

SHUFFIELD, LOWMAN & WILSON,
P.A.

By: Scott Cookson
Scott Cookson, City Attorney

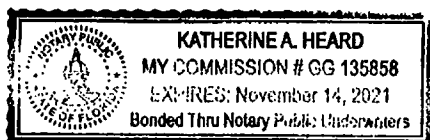
STATE OF FLORIDA
COUNTY OF ORANGE

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON February 16, 2021
UNDER AGENDA ITEM NO. 4.

I HEREBY CERTIFY that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the State and County last aforesaid this 16th day of February, 2021.

Katherine A. Heard
Signature of Notary



Name of Notary (typed, printed or stamped)

Commission Number: _____

Commission Expires: 11/14/21

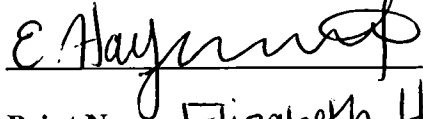
JOINDER AND CONSENT

The HOA hereby executes this Third Amendment solely for the purpose of agreeing to the obligation and waiver contained in Section 4(xi) of Article II of the Third Amendment and for no other purpose.

**Signed, sealed and delivered
in the presence of:**



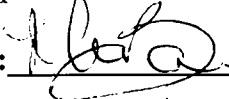
Print Name: Shahbaz Spensan



Print Name: Elizabeth Hayhurst

HOA:

**ARDEN PARK NORTH
HOMEOWNERS ASSOCIATION,
INC.**, a Florida not-for-profit
corporation

By: 

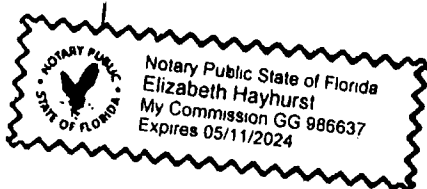
Print Name: Michelle Barr

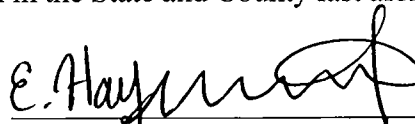
Print Title: Vice President

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michelle Barr, as Vice President of **ARDEN PARK NORTH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation who is ☒ personally known to me or ☐ produced _____ as identification, and that he/she acknowledged executing the same on behalf of said company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes expressed therein.

WITNESS my hand and official seal in the State and County last aforesaid this 18th day of February, 2021.




Signature of Notary

Name of Notary (typed, printed or stamped)
Commission Number: _____
Commission Expires: _____

EXHIBIT "A"

(The "Property")

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Orange, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

LOTS 1, 2 AND 3, EMMA A. STIEFF SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK G, PAGE 106, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS COUNTY ROAD RIGHT-OF-WAY.

AND

BEGIN 13.80 CHAINS EAST OF SOUTHWEST CORNER OF NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN NORTH 25.31 CHAINS, THENCE EASTERLY IN CENTER OF ORANGE BELT RAILROAD 19.68, CHAINS, THENCE SOUTH 26.38 CHAINS, THENCE EAST 8.42 CHAINS, THENCE NORTH 40 CHAINS, THENCE WEST 40 CHAINS, THENCE SOUTH 40 CHAINS, EAST 13.80 CHAINS, LESS RAILROAD RIGHT-OF-WAY AND LESS COUNTY ROAD RIGHT-OF-WAY.

AND

BEGINNING AT A POINT IN THE CENTER OF A.C.L. RAILROAD RIGHT-OF-WAY 910.8 FEET EAST AND 978.27 FEET, MORE OR LESS SOUTH OF THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, RUN THENCE SOUTH 1606.07 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4, THENCE EAST 517.8 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 3, OF EMMA A. STIEFF SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK G, PAGE 106, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE NORTH ALONG THE WEST LINE OF SAID LOT TO THE CENTER LINE OF THE A.C.L. RAILROAD RIGHT-OF-WAY, THENCE WESTERLY ALONG THE CENTER LINE OF SAID RAILROAD TO THE POINT OF BEGINNING, AND LESS COUNTY ROAD RIGHT-OF-WAY.

AND

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS EAST 30 FEET FOR ROAD RIGHT-OF-WAY, ORANGE COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS THE EAST 30 FEET FOR ROAD RIGHT-OF-WAY, ORANGE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 130 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 130 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 2

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST (LESS 528 FEET OFF THE SOUTH SIDE OF BOTH SECTIONS AND LESS 130 FEET OFF THE NORTH SIDE OF BOTH SECTIONS) ORANGE COUNTY, FLORIDA.

AND

THE SOUTH 528 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND THE SOUTH 528 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART CONVEYED TO ORANGE COUNTY BY WARRANTY DEED RECORDED MARCH 3, 2008 IN BOOK 9613, PAGE 3340, DESCRIBED AS FOLLOWS:

PARCEL 1091

ESTATE, FEE SIMPLE
PURPOSE: ROAD RIGHT-OF-WAY

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS

COUNTY ROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°35'53" WEST, A DISTANCE OF 1057.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°45'18" EAST, A DISTANCE OF 23.88 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,701.20 FEET, A CENTRAL ANGLE OF 25°43'07" AND A CHORD OF 757.23 FEET THAT BEARS NORTH 76°56'53" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 763.63 FEET; THENCE NORTH 89°48'26" EAST, A DISTANCE OF 716.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,490.00 FEET, A CENTRAL ANGLE OF 28°13'36" AND A CHORD OF 1,214.33 FEET THAT BEARS NORTH 75°41'38" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,226.69 FEET; THENCE SOUTH 00°40'19" WEST, A DISTANCE OF 125.65 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,612.22 FEET, A CENTRAL ANGLE OF 01°59'13" AND A CHORD OF 55.90 FEET THAT BEARS SOUTH 61°44'46" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 55.91 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,884.86 FEET, A CENTRAL ANGLE OF 27°06'45" AND A CHORD OF 883.62 FEET THAT BEARS SOUTH 76°22'07" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 891.92 FEET; THENCE SOUTH 89°55'30" WEST, A DISTANCE OF 236.97 FEET; THENCE NORTH 00°04'30" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°55'30" WEST, A DISTANCE OF 648.76 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,938.86 FEET, A CENTRAL ANGLE OF 16°21'46" AND A CHORD OF 551.83 FEET THAT BEARS SOUTH 81°44'52" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 553.71 FEET; THENCE SOUTH 16°25'46" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 73°34'14" WEST, A DISTANCE OF 197.11 FEET; THENCE SOUTH 16°25'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 73°34'14" WEST, A DISTANCE OF 38.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 210.44 FEET, A CENTRAL ANGLE OF 17°49'44" AND A CHORD OF 65.22 FEET THAT BEARS SOUTH 64°39'22" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 65.48 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 114.83 FEET, A CENTRAL ANGLE OF 53°16'33" AND A CHORD OF 102.97 FEET THAT BEARS NORTH 20°00'14" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 106.77 FEET; THENCE NORTH 46°38'30" WEST, A DISTANCE OF 12.64 FEET; THENCE NORTH 02°35'53" EAST, A DISTANCE OF 4.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING IN ROAD RIGHT OF WAY.

ALL BEING MORE PARTICULARLY DESCRIBED AS PARCELS A AND B:

PARCEL A

A PORTION OF LAND LYING IN SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, INCLUDING PART OF LOTS 1, 2 AND 3, EMMA A. STIEFF SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, PAGE 106 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE RUN SOUTH 01°27'07" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 FOR A DISTANCE OF 847.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE RUN SOUTH 01°27'07" WEST FOR A DISTANCE OF 1839.23 FEET TO THE CENTER OF SAID SECTION 4, ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°20'41" WEST ALONG SAID SOUTH LINE, FOR A DISTANCE OF 2651.43 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CLARCONA-OCOEE ROAD; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 02°44'31" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1367.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.46; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°46'57" FOR AN ARC DISTANCE OF 185.88 FEET TO A POINT OF TANGENCY ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST ORANGE TRAIL / CLARCONA-OCOEE ROAD; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE RUN NORTH 73°31'28" EAST FOR A DISTANCE OF 210.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1824.86 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°21'16" FOR AN ARC DISTANCE OF 520.89 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°52'44" EAST FOR A DISTANCE OF 885.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1994.82 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'22" FOR AN ARC DISTANCE OF 946.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1722.16 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'15" FOR AN ARC DISTANCE OF 15.15 FEET THE TO AFORESAID POINT OF BEGINNING.

PARCEL B

THAT PART OF SECTIONS 32 AND 33, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND THAT PART OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE RUN S89°33'56"W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4

FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HOBSON ROAD AND THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE WEST RIGHT-OF-WAY LINE OF HOBSON ROAD, AS SHOWN ON THE ORANGE COUNTY RIGHT-OF-WAY PLANS, PROJECT NO. Y9-821: S89°33'56"W, 2.31 FEET; THENCE RUN S00°26'55"W FOR A DISTANCE OF 730.48 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ORANGE TRAIL CLARCONA-OCOE ROAD; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FROM A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1612.16 FEET AND A CHORD BEARING OF S61°45'06"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'32" FOR A DISTANCE OF 53.71 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1984.82 FEET AND A CHORD BEARING OF S76°17'33"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'22" FOR A DISTANCE OF 893.88 FEET TO THE POINT OF TANGENCY; THENCE RUN S89°52'44"W FOR A DISTANCE OF 236.97 FEET; THENCE RUN N00°07'16"W FOR A DISTANCE OF 5.000 FEET; THENCE RUN S89°52'44"W FOR A DISTANCE OF 648.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1939.86 FEET AND A CHORD BEARING OF S81°42'06"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°21'16" FOR A DISTANCE OF 553.71 FEET TO A NON-TANGENT LINE; THENCE RUN S16°28'32"E FOR A DISTANCE OF 5.00 FEET; THENCE RUN S73°31'28"W FOR A DISTANCE OF 197.11 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE RUN S16°28'32"E FOR A DISTANCE OF 50.00 FEET; THENCE RUN S73°31'28"W FOR A DISTANCE OF 34.04 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 210.45 FEET AND A CHORD BEARING OF S64°23'15"W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°59'57" FOR A DISTANCE OF 69.79 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 110.00 FEET AND A CHORD BEARING OF N21°43'20"W; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°25'49" FOR A DISTANCE OF 94.90 FEET TO THE POINT OF TANGENCY; THENCE RUN N46°26'15"W FOR A DISTANCE OF 15.58 FEET TO A POINT ON THE WEST LINE OF NORTHWEST 1/4 OF SAID SECTION 4; THENCE RUN N02°33'07"E ALONG SAID WEST LINE FOR A DISTANCE OF 1075.64 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE RUN N85°36'19"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32 FOR A DISTANCE OF 1283.57 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 90.00 FEET AND A CHORD BEARING OF N19°32'25"W; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE EAST RIGHT-OF-WAY LINE OF INGRAM ROAD, THROUGH A CENTRAL ANGLE OF 36°57'14" FOR A DISTANCE OF 58.05 FEET TO THE POINT OF TANGENCY; THENCE RUN N00°12'00"W ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 2707.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE RUN N89°29'27"E ALONG SAID NORTH LINE FOR A DISTANCE OF 1287.35 FEET TO THE

EAST 1/4 CORNER OF SAID SECTION 32; THENCE RUN S89°17'49"E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 2668.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE RUN S00°04'29"W ALONG THE WEST LINE OF TROUT LAKE CAMPS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK K, PAGE 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33 AND A PROJECTION THEREOF FOR A DISTANCE OF 1409.06 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE RUN N89°51'47"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 AND THE NORTH RIGHT-OF-WAY LINE OF HOBSON ROAD FOR A DISTANCE OF 30.00 FEET; THENCE LEAVING SAID NORTH LINE RUN S00°04'29"W ALONG THE WEST RIGHT-OF-WAY LINE OF HOBSON ROAD FOR A DISTANCE OF 1409.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART CONVEYED TO ORANGE COUNTY BY WARRANTY DEED RECORDED MARCH 3, 2008 IN BOOK 9613, PAGE 3340, DESCRIBED AS FOLLOWS:

PARCEL 1091

ESTATE, FEE SIMPLE

PURPOSE: ROAD RIGHT-OF-WAY

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS COUNTY ROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°35'53" WEST, A DISTANCE OF 1057.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°45'18" EAST, A DISTANCE OF 23.88 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,701.20 FEET, A CENTRAL ANGLE OF 25°43'07" AND A CHORD OF 757.23 FEET THAT BEARS NORTH 76°56'53" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 763.63 FEET; THENCE NORTH 89°48'26" EAST, A DISTANCE OF 716.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,490.00 FEET, A CENTRAL ANGLE OF 28°13'36" AND A CHORD OF 1,214.33 FEET THAT BEARS NORTH 75°41'38" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,226.69 FEET; THENCE SOUTH 00°40'19" WEST, A DISTANCE OF 125.65 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,612.22 FEET, A CENTRAL ANGLE OF 01°59'13" AND A CHORD OF 55.90 FEET THAT BEARS SOUTH 61°44'46" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 55.91 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A

RADIUS OF 1,884.86 FEET, A CENTRAL ANGLE OF 27°06'45" AND A CHORD OF 883.62 FEET THAT BEARS SOUTH 76°22'07" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 891.92 FEET; THENCE SOUTH 89°55'30" WEST, A DISTANCE OF 236.97 FEET; THENCE NORTH 00°04'30" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°55'30" WEST, A DISTANCE OF 648.76 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,938.86 FEET, A CENTRAL ANGLE OF 16°21'46" AND A CHORD OF 551.83 FEET THAT BEARS SOUTH 81°44'52" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 553.71 FEET; THENCE SOUTH 16°25'46" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 73°34'14" WEST, A DISTANCE OF 197.11 FEET; THENCE SOUTH 16°25'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 73°34'14" WEST, A DISTANCE OF 38.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 210.44 FEET, A CENTRAL ANGLE OF 17°49'44" AND A CHORD OF 65.22 FEET THAT BEARS SOUTH 64°39'22" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 65.48 FEET TO THE POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 114.83 FEET, A CENTRAL ANGLE OF 53°16'33" AND A CHORD OF 102.97 FEET THAT BEARS NORTH 20°00'14" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 106.77 FEET; THENCE NORTH 46°38'30" WEST, A DISTANCE OF 12.64 FEET; THENCE NORTH 02°35'53" EAST, A DISTANCE OF 4.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING IN ROAD RIGHT OF WAY.

TOGETHER WITH EASEMENT RIGHTS RESERVED IN SPECIAL WARRANTY DEED IN FAVOR OF ORANGE COUNTY RECORDED JANUARY 26, 1996 IN BOOK 5004, PAGE 3955 AS AFFECTED BY CONVEYANCE RECORDED IN BOOK 9613, PAGE 3340.

PARCELS 1 AND 2 AND PARCELS A AND B ARE ALSO DESCRIBED AS FOLLOWS:

NORTH PARCEL

A portion of the Southeast ¼ of Section 32, Township 21 South, Range 28 East, a portion of the Southwest ¼ of Section 33, Township 21 South, Range 28 East, and a portion of the Northwest ¼ of Section 4, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCING at the North ¼ corner of Section 4, Township 22 South, Range 28 East, Orange County, Florida; thence run South 89°32'54" West, along the North line of the Northwest ¼ of said Section 4, for a distance of 5.37 feet to a point on the West pavement line of Hobson Road, also being the POINT OF BEGINNING. Thence departing said North line, run along the West pavement line of Hobson Road the following courses and distances: run South 00°36'27" West, along said West pavement line, for a distance of 97.05 feet; thence run South 00°02'53" East, along said West pavement line, for a distance of 109.92 feet; thence South 00°13'33" West, along said West pavement line, for a distance of 49.38 feet to a point on the East line of the Northwest ¼ of said Section 4; thence run South 01°27'07" West, along said East

line, for a distance of 335.19 feet to a point on the Northerly right of way line of West Orange Trail, and the Easterly extension thereof, as recorded in Official Records Book 9613, Page 3340 of the Public Records of Orange County, Florida, said point also being a point on a curve, concave Northwesterly, having a radius of 2490.00 feet, a chord bearing of South 75°22'33" West, and a chord distance of 1241.34 feet; thence run Southwesterly along the arc of said curve, and said Northerly right of way line, through a central angle of 28°22'33" for an arc distance of 1254.57 feet to the point of tangency; thence run South 89°48'36" West, along said Northerly right of way line, for a distance of 716.49 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 1701.20 feet, a chord bearing of South 76°57'03" West and a chord distance of 757.23 feet; thence run Southwesterly along said curve, and said Northerly right of way line, through a central angle of 25°43'07" for an arc distance of 763.63 feet; thence departing said curve, run North 88°45'08" West, along said Northerly right of way line, for a distance of 20.58 feet to a point on the West line of the Northwest ¼ of said Section 4; thence departing said Northerly right of way line, run North 02°32'49" East for a distance of 1057.99 feet to the Northwest corner of said Section 4; thence departing said West line, run North 85°34'22" West, along the South line of the Southeast ¼ of Section 32, Township 21 South, Range 28 East, for a distance of 1299.85 feet to a point on the East pavement line of Ingram Road, said point also being a point on a non-tangent curve, concave Easterly, having a radius of 270.73 feet, a chord bearing of North 11°27'01" West and a chord distance of 154.28 feet; thence run Northerly along the arc of said curve, and said East pavement line, through a central angle of 33°06'32" for an arc distance of 156.45 feet; thence run North 00°06'22" West, along said East pavement line, for a distance of 124.71 feet; thence run North 00°19'38" East, along said East pavement line, for a distance of 100.28 feet; thence run North 00°33'27" East, along said East pavement line, for a distance of 195.08 feet; thence run North 00°12'46" West, along said East pavement line, for a distance of 92.97 feet; thence run North 01°14'04" East, along said East pavement line, for a distance of 93.06 feet; thence run North 00°03'33" West, along said East pavement line, for a distance of 101.58 feet; thence run North 00°33'07" East, along said East pavement line, for a distance of 100.77 feet; thence run North 00°47'04" East, along said East pavement line, for a distance of 99.45 feet; thence run North 00°16'57" West, along said East Pavement line, for a distance of 102.40 feet; thence run North 00°07'59" West, along said East pavement line, for a distance of 89.10 feet to a point of intersection of said East pavement line with the South line of the North 130 feet of the Southeast ¼ of the Southeast ¼ of said Section 32; thence departing said East pavement line, run South 88°01'27" East, along said South line, for a distance of 18.77 feet to a point on the Easterly right of way line of Ingram Road, as recorded in Official Records Book 3617, Page 1881 of the Public Records of Orange County, Florida; thence departing said South line, run North 00°11'25" West, along the said Easterly right of way line, for a distance of 1509.95 feet to a point on the North line of the Northeast ¼ of the Southeast ¼ of said Section 32; thence departing the Easterly right of way line, run North 89°29'48" East, along the said North line, for a distance of 1287.29 feet to the East ¼ corner of said Section 32, also being the West ¼ corner of Section 33, Township 21 South, Range 28 East; thence run South 89°17'33" East, along the North line of the Southwest ¼ of said Section 33, for a distance of 2668.18 feet to the Northeast corner of the Southwest ¼ of said Section 33; thence departing said North line, run South 00°04'48" West, along the East line of the Southwest ¼ of said Section 33, for a distance of 1408.86 feet to a point on the North line of the Southeast ¼ of the Southwest ¼ of said Section 33; thence departing said East line, run North 89°52'10" West, along the North line of the Southeast ¼ of the Southwest ¼ of said

Section 33, for a distance of 30.00 feet to a point on the West right of way line of Hobson Road, as recorded in Official Records Book 1956, Page 664 of the Public Records of Orange County, Florida; thence departing said North line, run South 00°04'48" West, along said West right of way line, for a distance of 1409.17 feet to a point on the South line of the Southeast ¼ of the Southwest ¼ of said Section 33; thence departing said West right of way line, run North 89°32'54" East, along said South line, for a distance of 24.63 feet to the POINT OF BEGINNING.

Containing 309.38 acres, more or less.

SOUTH PARCEL:

A portion of the Northwest ¼ of Section 4, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCING at the North ¼ corner of Section 4, Township 22 South, Range 28 East, Orange County, Florida, thence run South 01°27'07" West, along the East line of the Northwest ¼ of said Section 4, for a distance of 847.14 feet to a point on the South right of way line of Clarcona-Ocoee Road, said point being the POINT OF BEGINNING; thence departing said South right of way line, continue South 01°27'07" West, along said East line, for a distance of 1839.23 feet to the Southeast corner of the Northwest ¼ of Section 4, Township 22 South, Range 28 East; thence run South 89°20'41" West, along the South line of the Northwest ¼ of said Section 4, for a distance of 2651.43 feet to a point on the Easterly right of way line of Clarcona Ocoee Road; thence departing said South line, run North 02°44'31" East, along said Easterly right of way line, for a distance of 1367.98 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 150.46 feet, a chord bearing of North 38°08'00" East, and a chord distance of 174.28 feet; thence run Northeasterly along the arc of said curve, and said Easterly right of way line, through a central angle of 70°46'57" for an arc distance of 185.88 feet to the point of tangency; thence run North 73°31'28" East, along the Southerly right of way line of Clarcona Ocoee Road, for a distance of 210.06 feet to the point of curvature of a curve, concave Southerly, having a radius of 1824.86 feet, a chord bearing of North 81°42'06" East, and a chord distance of 519.12 feet; thence run Easterly along the arc of said curve, and said Southerly right of way line, through a central angle of 16°21'16" for an arc distance of 520.89 feet to the point of tangency; thence run North 89°52'44" East, along said Southerly right of way line, for a distance of 885.73 feet to the point of curvature of a curve, concave Northerly, having a radius of 1,994.82 feet, a chord distance of North 76°17'33" East, and a chord distance of 937.21 feet; thence run Easterly along the arc of said curve, and said Southerly right of way line, through a central angle of 27°10'22" for an arc distance of 946.05 feet to the point of compound curvature of a curve, concave Northwesterly, having a radius of 1,722.16 feet, a chord bearing of North 62°27'15" East, and a chord distance of 15.15 feet; thence run Northeasterly along the arc of said curve, and said Southerly right of way line, through a central angle of 00°30'15" for an arc distance of 15.15 feet to the POINT OF BEGINNING.

Containing 98.52 acres, more or less.

TOGETHER WITH EASEMENT RIGHTS RESERVED IN SPECIAL WARRANTY DEED IN FAVOR OF ORANGE COUNTY RECORDED JANUARY 26, 1996 IN BOOK 5004, PAGE 3955 AS AFFECTED BY CONVEYANCE RECORDED IN BOOK 9613, PAGE 3340.

EXHIBIT "D"

EXHIBIT "D"
(The "PDA Sketch")

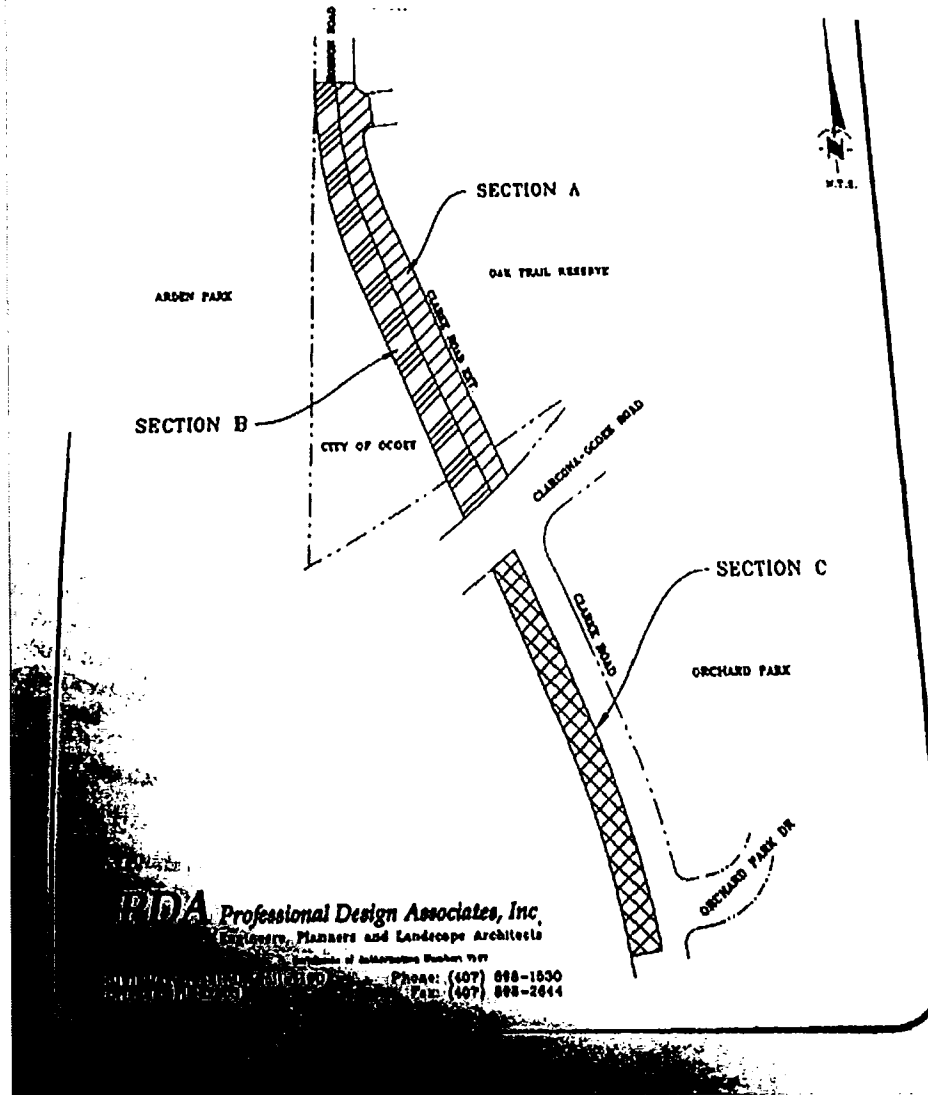
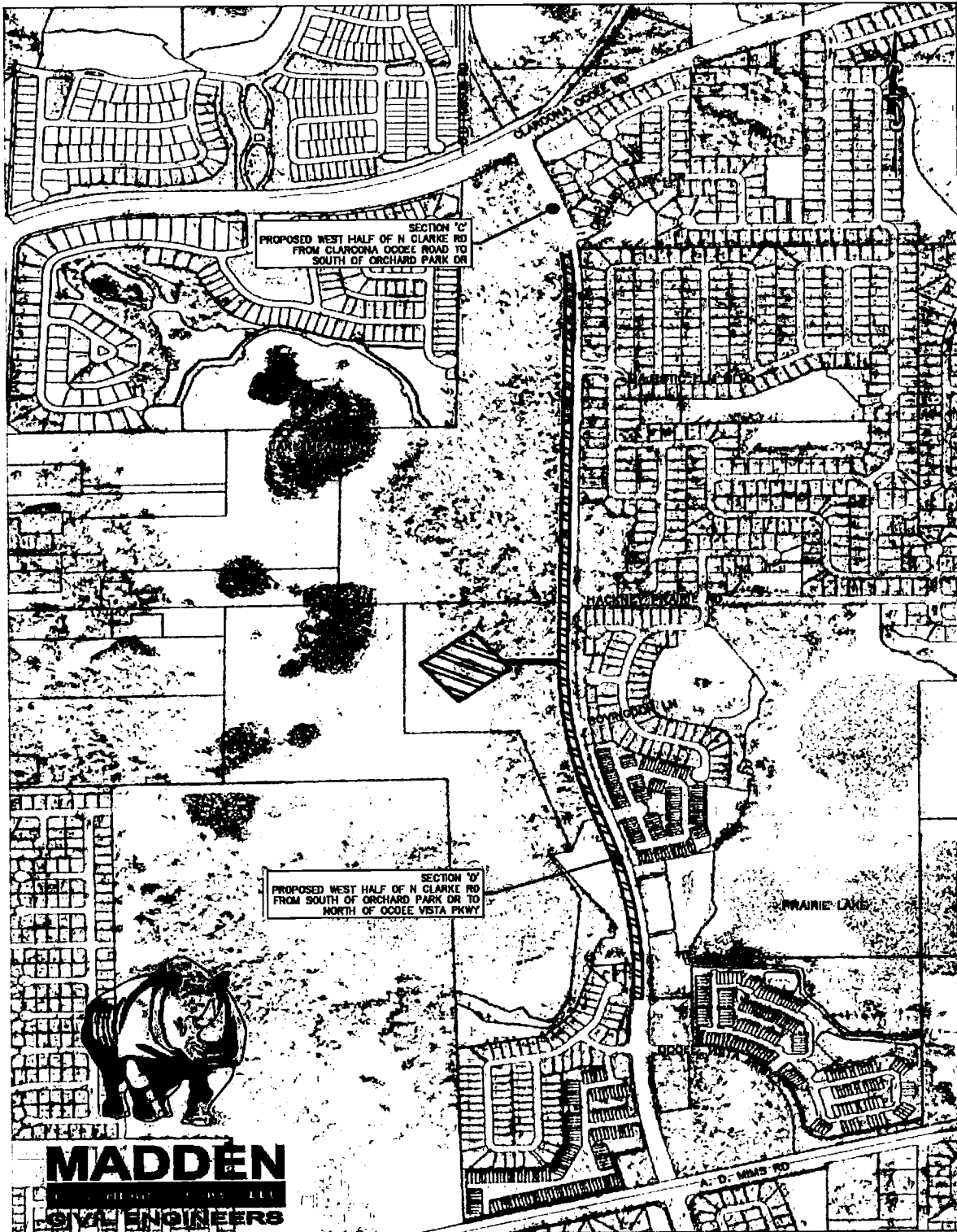


EXHIBIT "E"



ORLDOCS 18130853 1

MINUTES
OCOEE CITY COMMISSION
AUGUST 1, 2023
WORKSHOP

• **CALL TO ORDER**

Mayor Johnson called the workshop to order at 5:00 PM in the Commission Chambers of City Hall. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, Commissioner Hart

Also Present: City Manager Frank, City Attorney Cookson, and City Clerk Sibbitt

• **INTERVIEW OF CITY ATTORNEYS**

1. Fishback Dominick 5:00 p.m. – 5:20 p.m. local time

Rick Geller, Esq., and **Kurt Ardaman, Esq.**, *Fishback Dominick*, both provided brief bio's and years of experience in law, and highlighted their firm's experience. The importance of interpersonal relationships when representing a City was expressed as well as the current knowledge of the City of Ocoee's Charter. It was shared that their firm also worked in representing the City of Ocoee as Special Counsel in 2021. Additionally, the topic of conflicts was addressed due to their firm representing the neighboring City of Winter Garden.

The floor was opened for each member of the City Commission to ask questions. **Mr. Ardaman** addressed their questions.

2. Shepard, Smith, Kohlmyer & Hand, PA 5:20 p.m. – 5:40 p.m. local time

D. Andrew Smith, III, Esq., *Shepard, Smith, Kohlmyer & Hand, PA*, introduced himself and provided his years of experience in law, and highlighted their firms experience. He explained their firm's involvement in the communities they represent, and the importance of also having relationships with the residents. Additionally, the topic of conflicts was addressed due to their firm representing the neighboring City of Apopka.

The floor was opened for each member of the City Commission to ask questions. **Mr. Smith** addressed their questions.

City Attorney Cookson advised the City Commission that the approval for the selection of the city attorney firm will be made during the Regular City Commission Meeting following this workshop.

• **ADJOURNMENT**

The meeting adjourned at 5:32 PM.

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

Page 1 | 1

MINUTES
OCOEE CITY COMMISSION
AUGUST 1, 2023

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

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

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, Commissioner Hart

Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

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

Proclamation for June 2023 – 2023 West Orange Healthy Selfie read and proclaimed by **Mayor Johnson**

CRC Chair Forges and **CRC Facilitator/Board Attorney Geller** introduced themselves and provided a PowerPoint to explain the ordinance proposing amendments to the City of Ocoee's Charter and amendments to Section 5-3 of the City Code.

The floor was open for the City Commission to ask questions. **CRC Chair Forges** and **CRC Facilitator/Board Attorney Geller** addressed all questions, and reminded the City Commission that any comments or recommendations should be returned to the Charter Review Commission within 45 days of receipt of the report being presented this evening. Discussion ensued on the timeline to have the Charter amendments presented to the Supervisor of Elections Office, and **City Manager Frank** advised that a timeline will be provided to the City Commission by CRC Facilitator/Board Attorney Geller.

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

• **PUBLIC COMMENTS 7:19 PM**

Mayor Johnson announced the 100th anniversary of the City becoming a municipality and displayed a plaque that was provided to the City by The Florida League of Cities. He directed staff to plan a celebration recognizing this milestone to be held in November.

• **CONSENT AGENDA 7:21 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-9.

Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

1. Approval of Minutes from the Workshop Meeting and Regular City Commission Meeting held July 18, 2023. **(City Clerk Sibbitt)**
2. Approval to Ratify Appointment of Planning and Zoning Commission Member. **(City Clerk Sibbitt)**
3. Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
4. Approval of an Unsolicited Proposal for Public Private Partnership - Ocoee Fire Station. **(Assistant City Manager Shadrix)**
5. Affirm and Authorize the City Manager to proceed with actions discussed at the July 18th City Commission Workshop. **(Assistant City Manager Shadrix)**
6. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for VMG Shoppes (fka 4 Locos Taco). **(Development Engineer Keaton)**
7. Approval of a Replat for Heartland Dental (Blackwood at Ocoee Commons, Lot 2). **(Development Engineer Keaton)**
8. Approval of Right of Way Utilization Agreement and Sign Easements for The Alibi at Lake Lilly Apartments. **(Development Services Director Rumer)**
9. Approval of Interlocal Agreement for Permit Inspection and Review and Fire Services with the Town of Windermere. **(Deputy Fire Chief Van Camp)**

• **FIRST READING OF ORDINANCE 7:21 PM**

10. First Reading of Ordinance for Flores Property at 2121 Lauren Beth Avenue - Annexation & Rezoning from Orange County A-1 to City of Ocoee R-1 (AX-05-23-05 & RZ-23-05-05). **(Zoning Manager Whitfield)**

City Attorney Cookson read the titles of the ordinances and **Mayor Johnson** announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on August 15, 2023, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING - None**

• **PUBLIC HEARING - None**

• **REGULAR AGENDA 7:23 PM**

11. Appointment of Alternate Member to the Planning and Zoning Commission. **(City Clerk Sibbitt)**

City Clerk Sibbitt explained that due to a recent vacancy on the Planning and Zoning Commission, the City Commission moved the alternate member to a regular member seat. She asked the Commission to appoint a member to the alternate seat. Applications that were on file were provided in their packets. Discussion ensued on having equal representation of the districts, and the submission date of the applications on file.

Motion: Move to appoint Derrick Chacon to complete the term of the vacant alternate member seat on the Planning and Zoning Commission; Moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried unanimously.

12. Selection of a Qualified Firm for City Attorney Services. **(Assistant City Manager Shadrix)**

Assistant City Manager Shadrix explained at the pleasure of the City Commission a workshop was held today for the two (2) law firms to make a presentation, and staff is requesting the City Commission to make a selection.

Motion: Move to appoint Fishback & Dominick for city attorney services; Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 5-0.

The City Commission and City Manager shared their appreciation for City Attorney Cookson and his years of service with the City. **City Attorney Cookson** thanked the City Commission and staff for trusting and working with him for the last eleven years.

• **COMMENTS FROM COMMISSIONERS 7:36 PM**

Commissioner Hart – Commented on the following:

- 1) Thanked both law firms for their presentations.
- 2) Reminded residents to practice patience as the school year begins; and further, recommended leaving a few minutes early to avoid unnecessary stress on the roads.
- 3) Thanked the first responders of the City for keeping us safe.
- 4) Thanked Board Members for their time and dedication to the City, and encouraged citizens to get involved in local government.
- 5) Thanked the community for the opportunity to serve.
- 6) Wished all a great school year.

Commissioner Firstner – Commented on the following:

- 1) Thanked the Charter Review Commission for an excellent job.
- 2) Encouraged Staff to go big for the 100th anniversary in November.
- 3) Thanked City Attorney Cookson for many wonderful years and wished him well.
- 4) Reiterated the importance of practicing patience on the roads as school begins.

Commissioner Wilsen – Commented on the following:

- 1) Announced the City's Calendar Photo Contest and encouraged residents to submit their photos.
- 2) Thanked the Charter Review Commission for their hard work.
- 3) Wished City Attorney Cookson well.

Mayor Johnson – Commented on the following:

- 1) Noted that the June 18, 2023 Workshop Minutes did not provide specific dates discussed during the meeting. **City Clerk Sibbitt** addressed his concerns and offered to provide staff notes.
- 2) Spoke about the importance of the Charter Review Commission and thanked the members for their dedication and hard work.

Commissioner Kennedy – Commented on the following:

- 1) Wished City Attorney Cookson the best.
- 2) Welcomed the new City law firm Fishback & Dominick.
- 3) Thanked CRC Facilitator/Board Attorney Geller, Chair Forges, and the members for their services.
- 4) Shared that multiple Advisory Boards have been unable to meet due to a lack of quorum and encouraged citizens to get involved and join a board.

• **ADJOURNMENT 7:44 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: August 15, 2023
Item #: 2

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of the 2024 Holiday Schedule and Canceling Four (4) Scheduled Meeting Dates. (City Clerk Sibbitt)

Background Summary:

Section 8.01 of the Personnel Rules and Regulations lists Holidays that will be observed annually in the City of Ocoee. Each year the City Commission approves those holidays as well as selects dates for those holidays that fall on weekend days. Due to time-sensitive development projects, the Development Services Department would benefit from advance notification of planned cancelations of the City Commission Meetings.

Issue:

Should the Honorable Mayor and City Commissioners approve the Holiday Schedule for 2024; and further, approve canceling four (4) scheduled meeting dates as recommended by staff listed below?

Recommendations:

APPROVED HOLIDAYS	DATES AS APPROVED	RECOMMENDATIONS
New Year's Day	January 1st	Monday, January 1, 2024
Martin Luther King, Jr. Day	Third Monday in January	Monday, January 15, 2024
Memorial Day	Last Monday in May	Monday, May 27, 2024
Independence Day	July 4th	Thursday, July 4, 2024
Labor Day	First Monday in September	Monday, September 2, 2024
Thanksgiving Day	Fourth Thursday in November	Thursday, November 28, 2024
Day after Thanksgiving	Day after Fourth Thursday	Friday, November 29, 2024
Christmas	December 25th	Wednesday, Dec. 25, 2024
Day Before or After Christmas	As determined by Commission	Thursday, Dec. 26, 2024

Meetings	Holidays/Election Day	2024 Recommended Dates
City Commission Meeting	New Year's	January 2, 2024
City Commission Meeting	General City Election Day	March 19, 2024
City Commission Meeting	4th of July - Independence Day	July 2, 2024
City Commission Meeting	Labor Day	September 3, 2024

Attachments:

1. 2024 Calendar
2. PRR Section 8.01

Financial Impacts:

None

Type of Item: Consent

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Federal Holidays 2024

Jan 1	New Year's Day	May 27	Memorial Day	Sep 2	Labor Day	Nov 28	Thanksgiving Day
Jan 15	Martin Luther King Day	Jun 19	Juneteenth	Oct 14	Columbus Day	Dec 25	Christmas Day
Feb 19	Presidents' Day	Jul 4	Independence Day	Nov 11	Veterans Day		

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SECTION 8

HOLIDAYS

8.01 Days Observed

- A. When a holiday falls on Saturday or Sunday, the Friday preceding or Monday following shall be designated a substitute holiday and observed as the official holiday.
- B. The observed holidays are:
- | | |
|----------------------------|--|
| January 1 | New Year's Day |
| January - Third Monday | Martin Luther King, Jr. Day |
| May - Last Monday | Memorial Day |
| July 4 | Independence Day |
| September - First Monday | Labor Day |
| November - Fourth Thursday | Thanksgiving Day |
| November - Fourth Friday | Day after Thanksgiving |
| December | Day Before or After Christmas Day,
as Determined by City Commission |
| December 25 | Christmas Day |
- C. The City Manager will determine which departments or operations will be closed in observance of a holiday.

8.02 Eligibility for Holiday Pay

- A. All holidays must be taken as time off except for departments where employees work 24 hours.
- B. An employee must be on an approved paid leave for or work the normal schedule of hours, on the regularly scheduled working day immediately prior to and immediately following a holiday, in order to qualify for the holiday time or pay. Absences not approved in advance may not be approved depending on whether the employee's excuse and verification of the reason for the absence are acceptable to management, which, may at its option, require a doctor's excuse as well as any other evidence it deems necessary.
- C. Holiday Pay

Full-time non-exempt employees, except those covered by a Collective Bargaining Agreement, who work a regular schedule of 8, 9, 10 or 12 hour days shall receive eight (8), nine (9), ten (10) or twelve (12) hours at their straight time hourly rate.

2. Regular part-time employees who are assigned a regular schedule of more than twenty (20) but less than forty (40) hours a week, shall receive four (4) hours at their regular hourly rate provided they meet the requirements of Section 8.02(B) above and provided they are on a paid status.

STAFF REPORT

Meeting Date: August 15, 2023
Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Ocoee Crown Point PUD Conservation Easement Agreement Related to Phase 2A&2B of Preserve At Crown Point PUD. (Development Services Director Rumer)

Background Summary:

The Ocoee Crown Point PUD includes over 150 acres of wetland areas that remain after some minimal wetland impacts as part of developing the Preserve at Crown Point Subdivision and infrastructure for the Crown Point PUD. The City purchased the wetland with the intent of protecting the highly functional wetlands adjacent to Lake Apopka. No other future development of the wetlands is proposed in the Crown Point PUD. A Perpetual Easement was recorded over most of the wetlands when Phase 1 of the Preserve at Crown Point was developed with the remaining wetlands to be placed in an easement with the development of Phase 2. City Staff and our consultant, VHB Engineering, have been working with St. Johns River Water Management District to finalize all permitting, and it was discovered that the remaining wetlands were not placed in a Perpetual Conservation Easement. The approval and recording of the easement will close out all environmental permits.

Issue:

Should the Honorable Mayor and City Commissioners approve a Perpetual Conservation Easement with St. Johns River Water Management District for the Ocoee Crown Point PUD?

Recommendations:

Staff Recommends the Honorable Mayor and City Commissioners Approve a Perpetual Conservation Easement with St. Johns River Water Management District for the Ocoee Crown Point PUD.

Attachments:

1. Conservation Easement
2. Exhibits A & B
3. Location Map for Phase 2 Conservation Easement

Financial Impacts:

None

Type of Item: Consent

Prepared by:

Return original or certified recorded document to:
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177

Deed of Conservation Easement for Local Governments

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this day of , 2023, by the **City of Ocoee**, a Florida municipal corporation ("Grantor"), whose mailing address is 1 North Bluford Avenue, Ocoee, Florida 34761, to **St. Johns River Water Management District** ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Orange County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 83494-7 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Orange County, Florida.

13. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever, to the extent permitted by law.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of

CITY OF OCOEE, FLORIDA, a
Florida municipal corporation

Print Name: _____

By: _____
Rusty Johnson, Mayor

Print Name: _____

Attest: _____
Melanie Sibbit, City Clerk

FOR USE AND RELIANCE ONLY BY THE CITY OF
OCOEE, APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____, 2023

APPROVED BY THE OCOEE CITY COMMISSION AT
A MEETING HELD ON _____, 2023 UNDER
AGENDA ITEM NO. _____

By: _____
City Attorney

STATE OF FLORIDA

COUNTY OF _____

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Rusty Johnson, as Mayor, and Melanie Sibbit, as City Clerk. He/she is ☐ personally known to me or ☐ has produced _____ as identification and has acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public, State of Florida at Large.

My Commission Expires: _____
Serial No. _____

EXHIBIT A

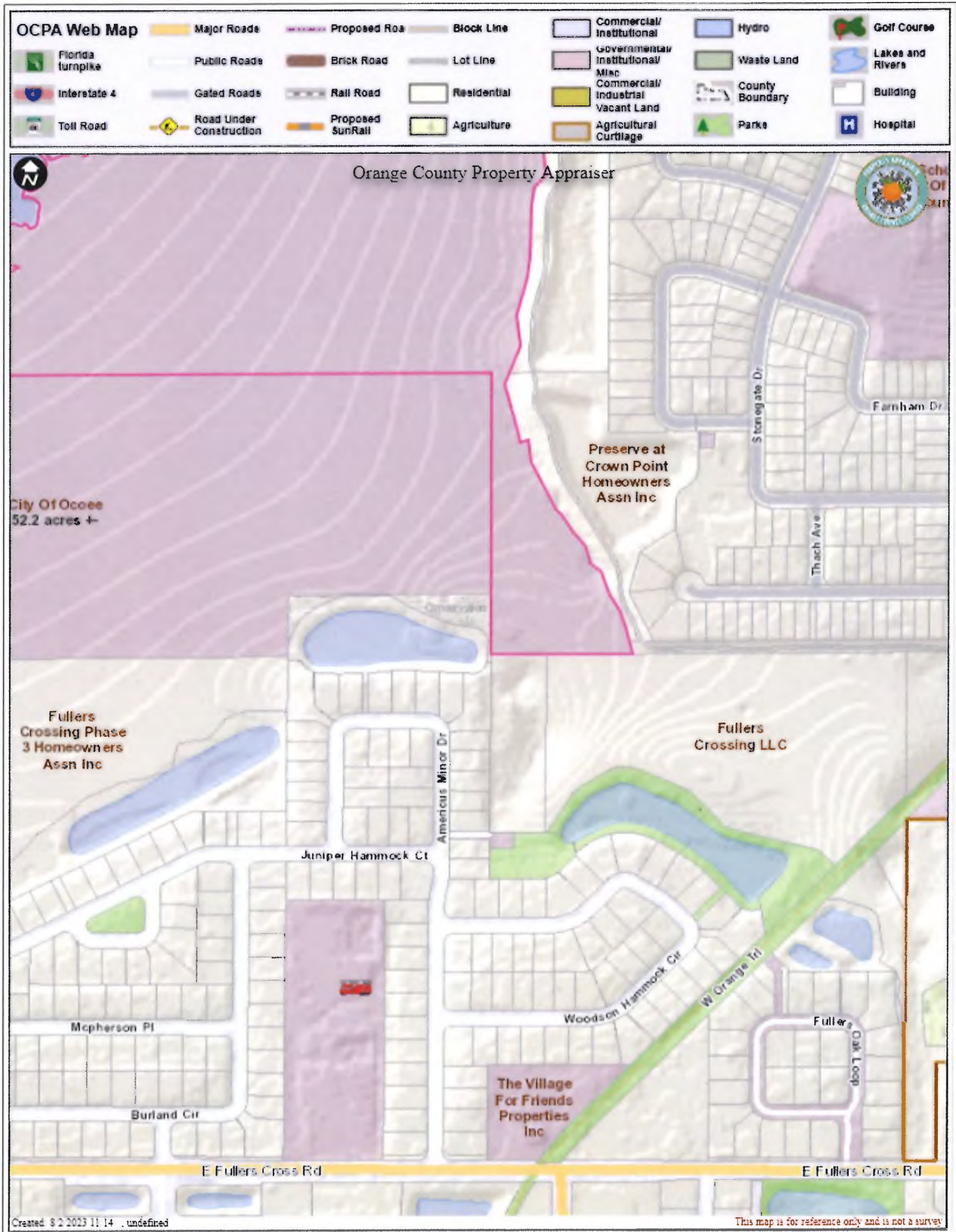
[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]

EXHIBIT C

[INTENTIONALLY LEFT BLANK]



LEGAL DESCRIPTION

A parcel of land located in the southeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the southwest corner of the southeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida; thence run along the West line of said southeast quarter, North 00° 10' 13" West a distance of 910.53 feet; thence leaving said West line run the following courses, North 89° 46' 15" East a distance of 31.79 feet; thence, South 21° 06' 03" West a distance of 39.64 feet; thence, South 13° 58' 23" East a distance of 30.24 feet; thence, South 16° 53' 16" East a distance of 20.96 feet; thence, South 16° 37' 38" East a distance of 26.66 feet; thence, South 16° 11' 03" East a distance of 28.67 feet; thence, South 15° 28' 29" East a distance of 27.25 feet; thence, South 14° 03' 57" East a distance of 23.45 feet; thence, South 11° 02' 27" East a distance of 17.54 feet; thence, South 15° 23' 50" East a distance of 53.34 feet; thence, North 74° 27' 21" East a distance of 22.24 feet; thence, South 06° 54' 53" East a distance of 42.76 feet; thence, South 26° 07' 51" East a distance of 108.25 feet; thence, South 25° 50' 54" East a distance of 60.74 feet; thence, South 23° 32' 24" East a distance of 13.25 feet; thence, South 49° 22' 17" East a distance of 28.08 feet; thence, South 31° 26' 13" East a distance of 71.23 feet; thence, South 41° 09' 36" East a distance of 48.50 feet; thence, South 19° 10' 25" East a distance of 64.27 feet; thence, South 52° 39' 47" East a distance of 40.22 feet; thence, South 17° 31' 21" East a distance of 70.01 feet; thence, South 31° 26' 14" East a distance of 71.23 feet; thence, South 16° 07' 22" East a distance of 18.95 feet; thence, South 30° 12' 05" East a distance of 21.09 feet; thence South 13° 15' 47" East a distance of 88.54 feet to a point on the South line of the aforementioned southeast quarter; thence run along said South line, South 89° 41' 40" West a distance of 418.22 feet to the Point of Beginning.

Said parcel contains 4.217 acres more or less.

NOTES

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT, OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGE 24, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AS BEING SOUTH 89°41'40" WEST.



CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

DATE OF PLAT OR MAP: _____

McCrary, David

Wm. David McCrary, JR., P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 4853

Digitally signed by McCrary, David
DN: CN=McCrary, David
Reason: I have reviewed this document
Contact Info: DMcCrary@VHB.com
Date: 2023.05.15 08:20:08-0400

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA



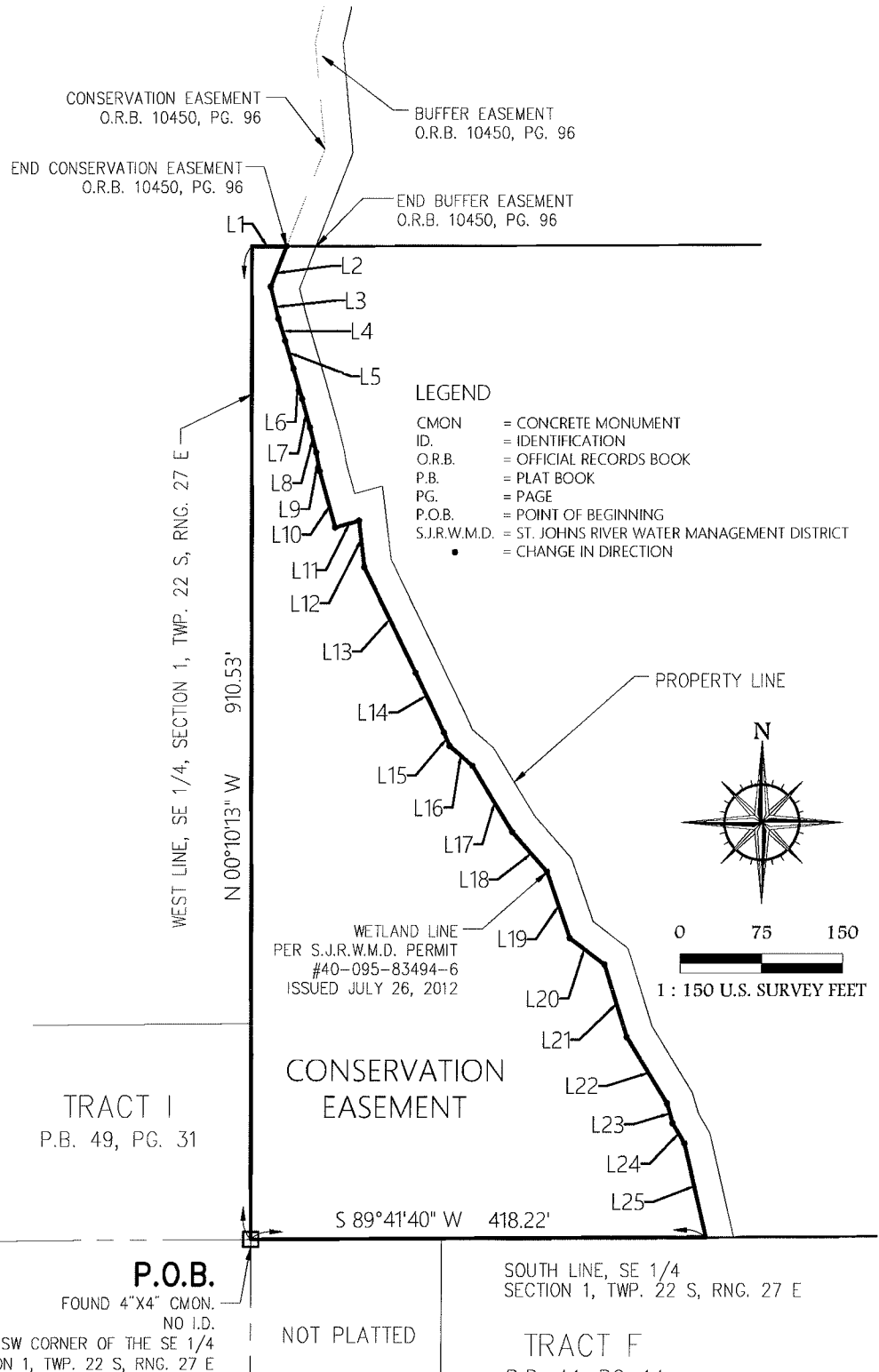
Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

DRAWN BY: CAP	CHECKED: WDM
PROJECT # 61975.00	
DRAWING:	
6197500-CONSERVATION ESMT.DWG	
DRAWING DATE: 05/15/2023	
	SHEET 1 OF 2

SKETCH & DESCRIPTION CONSERVATION EASEMENT

ISSUED FOR:
THE CITY OF OCOEE

LINE TABLE		
Segment	Direction	Length
L1	N89° 46' 15"E	31.79'
L2	S21° 06' 03"W	39.64'
L3	S13° 58' 23"E	30.24'
L4	S16° 53' 16"E	20.96'
L5	S16° 37' 38"E	26.66'
L6	S16° 11' 03"E	28.67'
L7	S15° 28' 29"E	27.25'
L8	S14° 03' 57"E	23.45'
L9	S11° 02' 27"E	17.54'
L10	S15° 23' 50"E	53.34'
L11	N74° 27' 21"E	22.24'
L12	S6° 54' 53"E	42.76'
L13	S26° 07' 51"E	108.25'
L14	S25° 50' 54"E	60.74'
L15	S23° 32' 24"E	13.25'
L16	S49° 22' 17"E	28.08'
L17	S31° 26' 13"E	71.23'
L18	S41° 09' 36"E	48.50'
L19	S19° 10' 25"E	64.27'
L20	S52° 39' 47"E	40.22'
L21	S17° 31' 21"E	70.01'
L22	S31° 26' 14"E	71.23'
L23	S16° 07' 22"E	18.95'
L24	S30° 12' 05"E	21.09'
L25	S13° 15' 47"E	88.54'



SEE SHEET 1 OF 2 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA

vhb
 Vanasse Hangen Brustlin, Inc.
 Landmark Center Two
 225 E. Robinson St., Suite 300
 Orlando, FL 32801
 407.839.4006 / FAX 407.839.4008
 Licensed Business # 7153

DRAWN BY: CAP
 PROJECT # 61975.00
 DRAWING:
 6197500-CONSERVATION ESMT.DWG
 DRAWING DATE: 05/15/2023
 SCALE: 1" = 150'
 SHEET 2 OF 2

**SKETCH & DESCRIPTION
 CONSERVATION EASEMENT**
 ISSUED FOR:
THE CITY OF OCOEE

LEGAL DESCRIPTION

A parcel of land located in the southeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida; thence run along the South line of said southeast quarter, South 89° 41' 40" West a distance of 418.22 feet to the Point of Beginning; thence leaving said South line run the following courses, North 13° 15' 47" West a distance of 88.54 feet; thence, North 30° 12' 05" West a distance of 21.09 feet; thence, North 16° 07' 22" West a distance of 18.95 feet; thence, North 31° 26' 14" West a distance of 71.23 feet; thence, North 17° 31' 21" West a distance of 70.01 feet; thence, North 52° 39' 47" West a distance of 40.22 feet; thence, North 19° 10' 25" West a distance of 64.27 feet; thence, North 41° 09' 36" West a distance of 48.50 feet; thence, North 31° 26' 13" West a distance of 71.23 feet; thence, North 49° 22' 17" West a distance of 28.08 feet; thence, North 23° 32' 24" West a distance of 13.25 feet; thence, North 25° 50' 54" West a distance of 60.74 feet; thence, North 26° 07' 51" West a distance of 108.25 feet; thence, North 06° 54' 53" West a distance of 42.76 feet; thence, South 74° 27' 21" West a distance of 22.24 feet; thence, North 15° 23' 50" West a distance of 53.34 feet; thence, North 11° 02' 27" West a distance of 17.54 feet; thence, North 14° 03' 57" West a distance of 23.45 feet; thence, North 15° 28' 29" West a distance of 27.25 feet; thence, North 16° 11' 03" West a distance of 28.67 feet; thence, North 16° 37' 38" West a distance of 26.66 feet; thence, North 16° 53' 16" West a distance of 20.96 feet; thence, North 13° 58' 23" West a distance of 30.24 feet; thence, North 21° 06' 03" East a distance of 39.64 feet; thence, North 89° 46' 15" East a distance of 26.84 feet; thence, South 21° 06' 03" West a distance of 41.51 feet; thence, South 13° 58' 23" East a distance of 21.70 feet; thence, South 16° 53' 16" East a distance of 20.38 feet; thence, South 16° 37' 38" East a distance of 26.82 feet; thence, South 16° 11' 03" East a distance of 28.92 feet; thence, South 15° 28' 29" East a distance of 27.71 feet; thence, South 14° 03' 57" East a distance of 24.42 feet; thence, South 11° 02' 27" East a distance of 17.25 feet; thence, South 15° 23' 50" East a distance of 27.32 feet; thence, North 74° 27' 21" East a distance of 26.25 feet; thence, South 06° 54' 53" East a distance of 67.60 feet; thence, South 26° 07' 51" East a distance of 104.08 feet; thence, South 25° 50' 54" East a distance of 61.31 feet; thence, South 23° 32' 24" East a distance of 8.02 feet; thence, South 49° 22' 17" East a distance of 26.29 feet; thence, South 31° 26' 13" East a distance of 73.05 feet; thence, South 41° 09' 36" East a distance of 51.23 feet; thence, South 19° 10' 25" East a distance of 61.60 feet; thence, South 52° 39' 47" East a distance of 40.61 feet; thence, South 17° 31' 21" East a distance of 74.88 feet; thence, South 31° 26' 14" East a distance of 71.54 feet; thence, South 16° 07' 22" East a distance of 19.22 feet; thence, South 30° 12' 05" East a distance of 21.73 feet; thence South 13° 15' 47" East a distance of 98.01 feet; thence, South 89° 41' 40" West a distance of 25.65 feet to the Point of Beginning.

Said parcel contains 0.596 acres more or less.

NOTES

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT, OCOEE CROWN POINT PUD PHASE 1, PLAT BOOK 63, PAGE 24, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AS BEING SOUTH 89°41'40" WEST.

CERTIFICATION

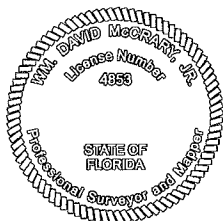
I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

McCrary, David

Digitally signed by McCrary, David
DN: cn=McCrary, David
Reason: I have reviewed this document
Contact info: DMcCrary@VHB.com
Date: 2023.05.15 08:20:54-04'00'

DATE OF PLAT OR MAP:

Wm. David McCrary, JR., P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 4853



SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA



Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

Vanasse Hangen Brustlin, Inc.

DRAWN BY: CAP
PROJECT # 61975.00
DRAWING:
6197500-CONSERVATION BUFF.DWG
DRAWING DATE: 05/15/2023

CHECKED: WDM

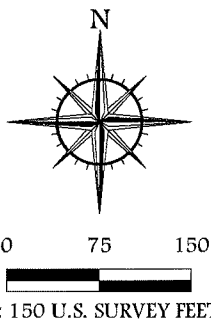
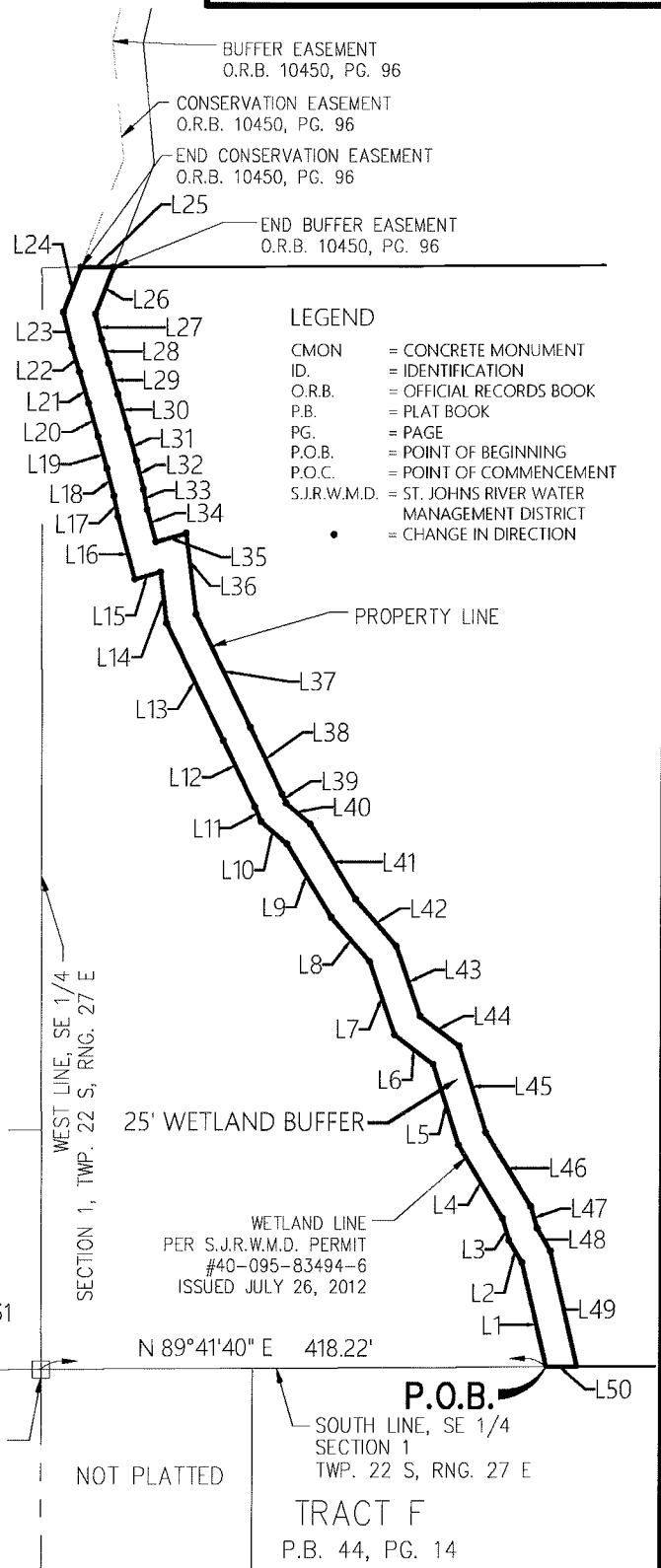
SHEET 1 OF 2

**SKETCH & DESCRIPTION
WETLAND BUFFER**

ISSUED FOR:
THE CITY OF OCOEE

LINE TABLE		
Segment	Direction	Length
L1	N13° 15' 47"W	88.54'
L2	N30° 12' 05"W	21.09'
L3	N16° 07' 22"W	18.95'
L4	N31° 26' 14"W	71.23'
L5	N17° 31' 21"W	70.01'
L6	N52° 39' 47"W	40.22'
L7	N19° 10' 25"W	64.27'
L8	N41° 09' 36"W	48.50'
L9	N31° 26' 13"W	71.23'
L10	N49° 22' 17"W	28.08'
L11	N23° 32' 24"W	13.25'
L12	N25° 50' 54"W	60.74'
L13	N26° 07' 51"W	108.25'
L14	N6° 54' 53"W	42.76'
L15	S74° 27' 21"W	22.24'
L16	N15° 23' 50"W	53.34'
L17	N11° 02' 27"W	17.54'
L18	N14° 03' 57"W	23.45'
L19	N15° 28' 29"W	27.25'
L20	N16° 11' 03"W	28.67'
L21	N16° 37' 38"W	26.66'
L22	N16° 53' 16"W	20.96'
L23	N13° 58' 23"W	30.24'
L24	N21° 06' 03"E	39.64'
L25	N89° 46' 15"E	26.84'

LINE TABLE		
Segment	Direction	Length
L26	S21° 06' 03"W	41.51'
L27	S13° 58' 23"E	21.70'
L28	S16° 53' 16"E	20.38'
L29	S16° 37' 38"E	26.82'
L30	S16° 11' 03"E	28.92'
L31	S15° 28' 29"E	27.71'
L32	S14° 03' 57"E	24.42'
L33	S11° 02' 27"E	17.25'
L34	S15° 23' 50"E	27.32'
L35	N74° 27' 21"E	26.25'
L36	S6° 54' 53"E	67.60'
L37	S26° 07' 51"E	104.08'
L38	S25° 50' 54"E	61.31'
L39	S23° 32' 24"E	8.02'
L40	S49° 22' 17"E	26.29'
L41	S31° 26' 13"E	73.05'
L42	S41° 09' 36"E	51.23'
L43	S19° 10' 25"E	61.60'
L44	S52° 39' 47"E	40.61'
L45	S17° 31' 21"E	74.88'
L46	S31° 26' 14"E	71.54'
L47	S16° 07' 22"E	19.22'
L48	S30° 12' 05"E	21.73'
L49	S13° 15' 47"E	98.01'
L50	S89° 41' 40"W	25.65'



TRACT I
P.B. 49, PG. 31
 P.O.C.
FOUND 4"x4" CMON.
NO I.D.
THE SW CORNER OF THE SE 1/4
SECTION 1, TWP. 22 S, RNG. 27 E

NOT PLATTED

SEE SHEET 1 OF 2 FOR DESCRIPTION, CERTIFICATION AND NOTES

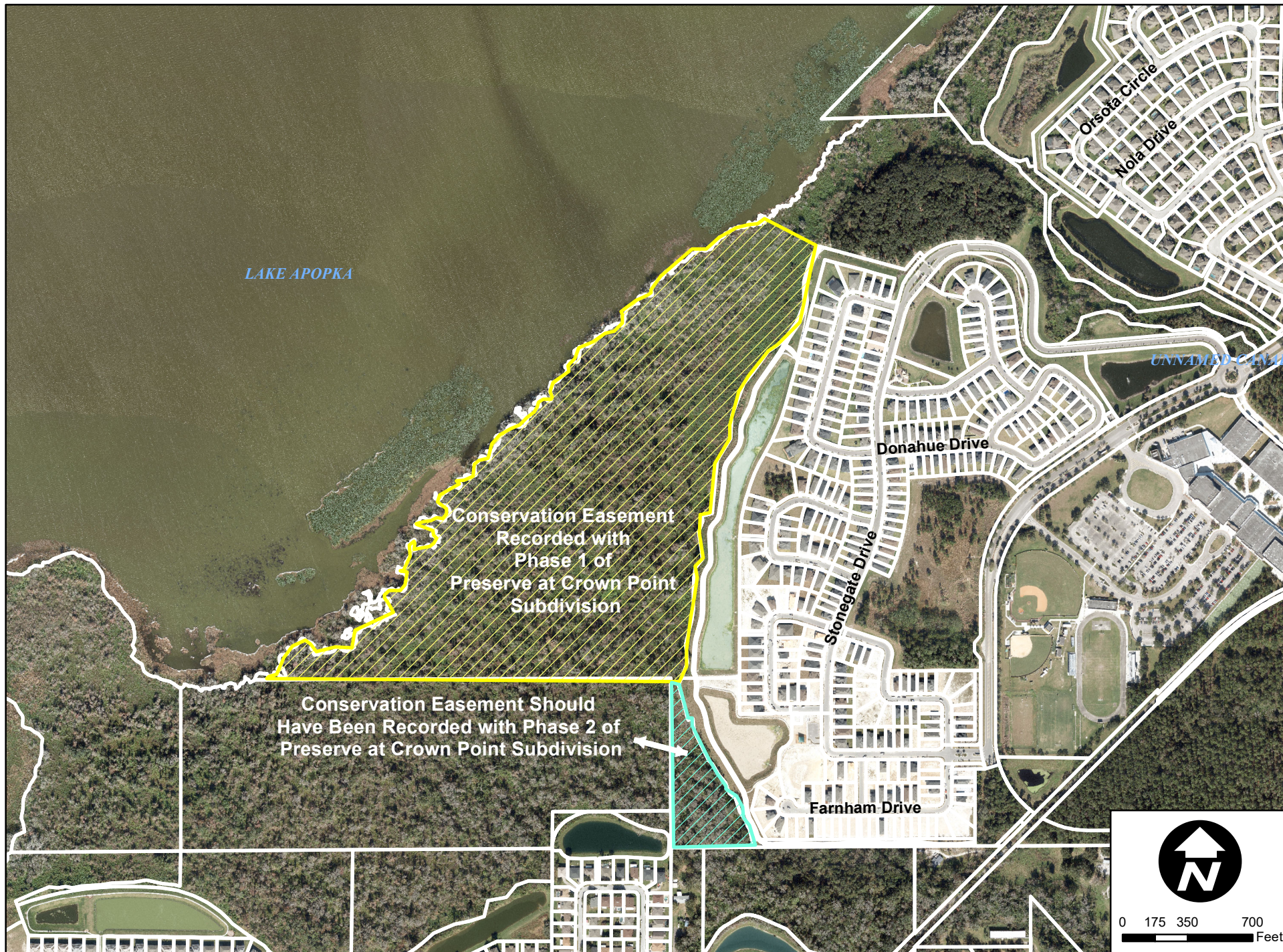
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA



Landmark Center Two
 225 E. Robinson St., Suite 300
 Orlando, FL 32801
 407.839.4006 / FAX 407.839.4008
 Licensed Business # 7153

DRAWN BY: CAP
 PROJECT # 61975.00
 DRAWING:
 6197500-CONSERVATION BUFF.DWG
 DRAWING DATE: 05/15/2023
 SCALE: 1" = 150'
 SHEET 2 OF 2

SKETCH & DESCRIPTION
WETLAND BUFFER
 ISSUED FOR:
THE CITY OF OCOEE





Meeting Date: August 15, 2023
Item #: 4

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Magnolia Reserve Townhome Large Scale Final Subdivision Plan (LS-2022-016). (Zoning Manager Whitfield)

Background Summary:

Site Location: The subject property is located in Commission District 1 and is generally south and west of Desert Candle Drive, east of the West Orange Trail, and north of the vacated West Road unimproved right-of-way, approximately 200 feet north of SR 429. The site is also located within the City of Ocoee-Orange County Joint Planning Area (JPA). Though the property is addressed at 2199 West Road, it is accessed via Desert Candle Drive, which transitions to Fountains West Boulevard, which connects to West Road.

Applicant/Owner: The applicant continues to be Aaron Matson, Manager, with CAP-5 Development, LLC. However, the project was previously known as the Isaak Malka project, which consisted of the Third Amendment to the Ocoee-Orange County Joint Planning Area (JPA) (approved September 27, 2022) and an annexation, Small-Scale Comprehensive Plan Future Land Use Map (FLUM) Amendment and corresponding Rezoning from County A-1 to City PUD (all approved October 18, 2022). The Large-Scale Preliminary Subdivision Plan was also approved by the City Commission at its October 18, 2022 public hearing. In May 2023, the property was purchased by Magnolia Reserve, LLC, and the Large-Scale Final Subdivision and Plat are titled Magnolia Reserve Townhomes.

Property Size and Parcel Identification Number(s): The property is approximately 5.08 acres and is assigned parcel ID # 05-22-28-0000-00-029.

Existing Future Land Use: High Density Residential (HDR) – Up to sixteen(16) dwelling units per acre.

Existing Zoning: Planned Unit Development (Isaak Malka PUD)

Actual land use, unique features of the property, and proposed development: The property is currently a vacant, wooded parcel with no unique features and is bordered by the following:

DIRECTION	FUTURE LAND USE	ZONING CLASSIFICATION	EXISTING LAND USE
North	Medium Density Residential	PUD - MD	Single-family attached residential
East	Medium Density Residential	PUD - MD	Single-family attached residential
South	LDR & SR 429	R-1A	Vacant
West	Light Industrial	PUD - IND	Apartments & School Uses

The Final Subdivision Plan proposes a 48-lot single-family attached subdivision (fee-simple townhome development) at a proposed density of 9.4 dwelling units per acre. The Final Subdivision Plan is consistent with the approved Land Use Plan and Preliminary Subdivision Plan with respect to density, number of lots, new roadway to be dedicated to the City, and development standards (i.e. building setbacks, building heights, minimum living area and number of parking spaces).

The proposed development, in addition to the Greens at Forest Lake townhome subdivision and the Arbours at Crown Point apartment complex, is accessed by, limited to, and would impact the southbound approach of the intersection of Fountains West Boulevard at West Road. As a condition of approval of the PUD, this development, like Greens at Forest Lake, was required to pay its proportionate share of the cost of the installation of a traffic signal at the Fountains West Boulevard and West Road intersection by no later than the date of issuance of the Certificate of Completion or the date of submittal of the plat. The developer has since submitted the plat application; therefore, using the traffic methodology established in the 2018 traffic study for Greens at Forest Lake, this subdivision's proportionate share comes to 10.6%, approximately \$27,636.21, of the \$260,719 (2018 estimated cost) traffic signal.

In terms of facilities and services, the development will be served by two (2) stormwater ponds along the west and east sides of the site, and reclaimed water services will be provided by the City. Potable water and sanitary sewer will be provided by Orange County Utilities (OCU), and further coordination between the City, County and Greens at Forest Lake Subdivision will be needed prior to issuance of permits because the Greens at Forest Lake Subdivision has utility lines along the south side of Desert Candle Drive.

With respect to schools, the Preliminary Subdivision received a Capacity Encumbrance Letter (CEL) indicating that school capacity for the proposed 48-lot subdivision is available. However, the CEL expired on November 16, 2022, and the applicant must coordinate with Orange County Public Schools to formally reserve capacity for the 48 units prior to plat approval and permit issuance.

With respect to emergency services, fire service is available 2.3 miles from the property, and fire service can be provided within a 5-minute response time. Police service is available 5.9 miles from the property, and police service can be provided within an 11-minute response time for non-emergency services.

In terms of special districts, the site is located within the Wekiva Study Area; however, it does not contain any Type A Soils or karst features requiring the minimum 35% open space preservation.

The applicant continues to work closely with staff to resolve remaining staff comments, and staff supports the request for Final Subdivision Plan approval.

Issue:

Should the Honorable Mayor and City Commissioners approve the Large-Scale Final Subdivision Plan for the 48-lot Magnolia Reserve Townhome Subdivision to be located at 2199 West Road, assigned parcel ID # 05-22-28-0000-00-029?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Large-Scale Final Subdivision Plan for the 48-lot Magnolia Reserve Townhome Subdivision to be located at 2199 West Road, assigned parcel ID # 05-22-28-0000-00-029.

Attachments:

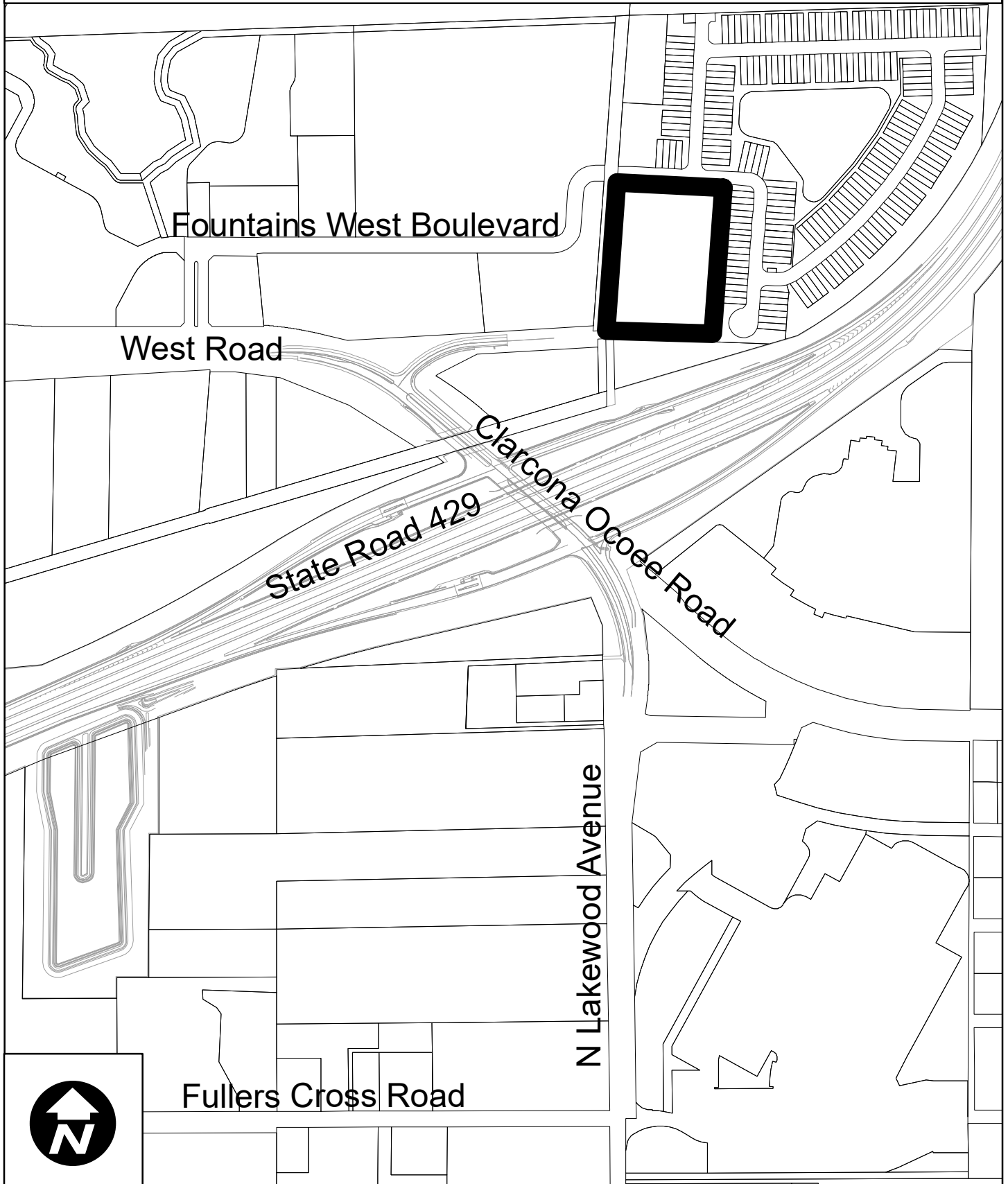
1. Magnolia Reserve Location Map
2. Magnolia Reserve Aerial
3. Magnolia Reserve Zoning Map
4. Engineering Plans
5. Landscape Plans

Financial Impacts:

N/A

Type of Item: Consent

Magnolia Reserve Townhomes Location Map



Magnolia Reserve Townhomes Aerial Map



Magnolia Reserve Townhomes Surrounding Zoning Map



Development Services
Department

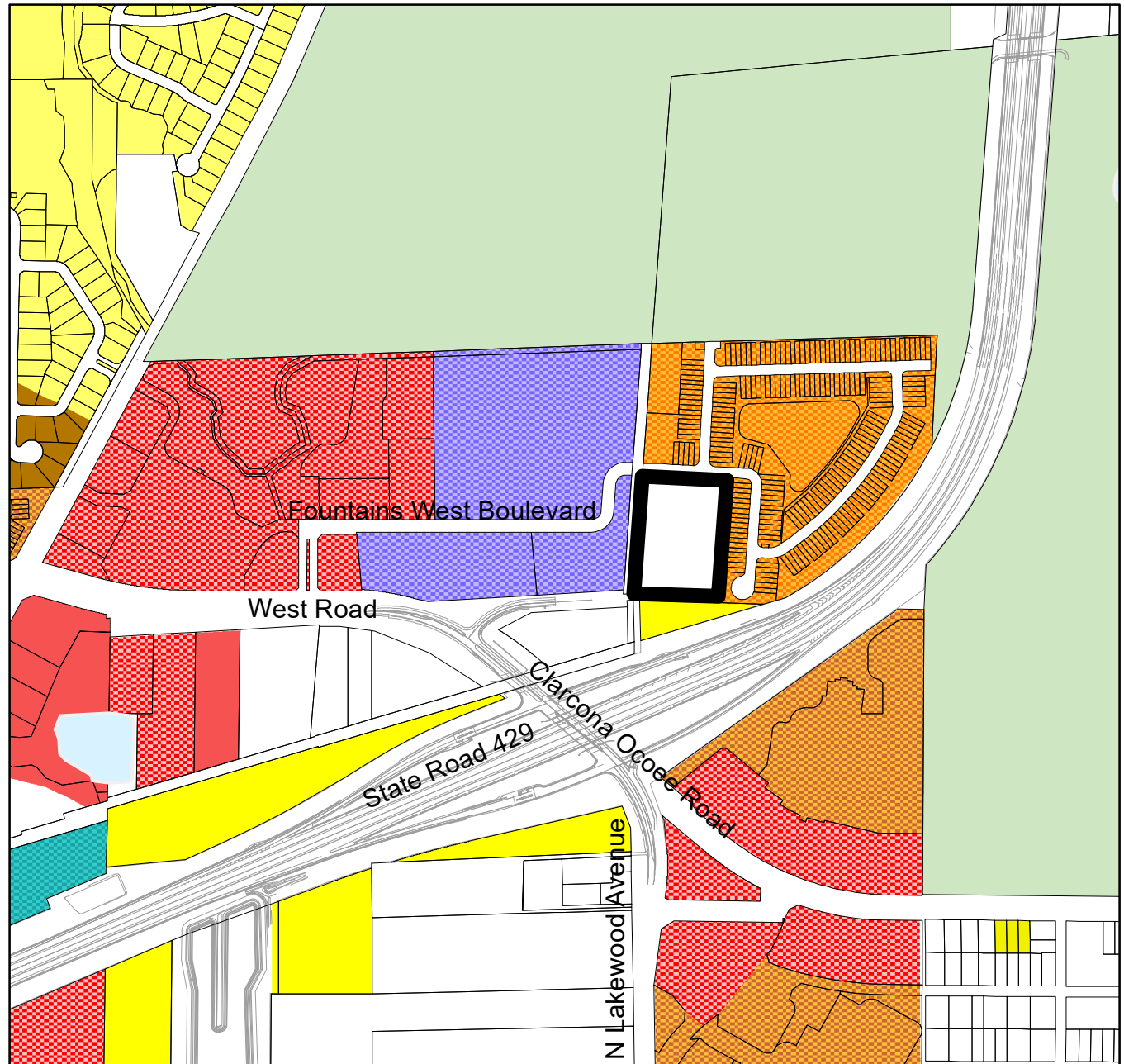
0 185 370 740
Feet

Created: May 2022

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



(FKA ISAAK MALKA PROPERTY)

BEGINNING AT A POINT 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE WEST ONE HALF OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, PROCEED NORTH 89°16'00" EAST 400 FEET, THENCE NORTH 55°0 FEET, THENCE WESTERLY 400 FEET, THENCE SOUTHERLY 558 FEET ALONG THE WEST LINE TO THE POINT OF BEGINNING, AND LYING AND BEING IN ORANGE COUNTY, FLORIDA.

THERE ARE NO CONSERVATION ZONES ON SITE

THE EXISTING ON SITE VEGETATION CONSISTS SOLELY OF FLUCCS CLASSIFICATION 329: SHRUBS & BRUSH PER ENVIRONMENTAL REPORT PROVIDED BY BIO-TECH CONSULTING.

PARCEL ID #s: 05-22-28-0000-00-029
SECTION 05, TOWNSHIP 22 SOUTH, RANGE 28 EAST
CITY OF OCOEE, FLORIDA

FOR

CAP 5 DEVELOPMENT, LLC
3601 RIGSBY ROAD, SUITE 300
MIAMISBURG, OH 45342

INDEX OF SHEETS

[illegible]

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
MADDEN-ENG.COM

△ OCU PROJECT NUMBER: 22-E-216
THE DESIGN IS BASED ON OCU MANUAL 2021

PROJECT TEAM MEMBERS:

OWNER:

 AARON MATSON
CAP 5 DEVELOPMENT, LLC
3601 RIGBY ROAD, SUITE 300
MIAMISBURG OH 45342
PHONE: 937-435-8584
EMAIL: MATSON@CESOINC.COM

CIVIL ENGINEER:

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431 E HORATIO AVENUE, SUITE 260
MAITLAND, FL 32751
PHONE: (407) 629-8330
CONTACT: BECKHAM@MADDEN-ENG.COM

SURVEYOR:

ALLEN & COMPANY
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PHONE: (407) 654-5355
CONTACT: JRICKMAN@ALLEN-COMPANY.COM

LANDSCAPE ARCHITECT

MAGLEY DESIGN GROUP
1817 EAST WASHINGTON STREET
ORLANDO, FL 32803
PHONE: (407) 898-0223
CONTACT: RMAGLEY@MAGLEYDESIGN.COM

APPLICANT:

CAP 5 DEVELOPMENT, LLC
3601 RIGSBY ROAD, SUITE 300
MIAMISBURG, OH 45342
CONTACT: BMARTINLAND@GMAIL.COM

GEOTECH

TIERRA
591 SUSAN B. BRITT COURT
WINTER GARDEN, FL 34787
PHONE: (407) 877-1354
CONTACT: KENNETH L. SYMONDS, JR., P.E.

ENVIRONMENTAL

BIOTECH CONSULTING INC.
3025 EAST SOUTH STREET
ORLANDO, FL 32803
PHONE: (407) 894-5969
CONTACT: LARRY MEDLIN

UTILITY PROVIDERS:

WATER:

OCUD/EASTERN (PW)
PHONE: (407) 836-5515

WASTE WATER:

OCUD/NORTHWEST WATER RECLAMATION
FACILITY
PHONE: (407) 836-5515

RECLAIM WATER:

CITY OF OCOEE
PHONE: (407) 905-3100

ELECTRIC:

DUKE ENERGY
PHONE: (407) 938-6602
CONTACT: DEFUDT@DUKE-ENERGY.COM

GAS

LAKE APOPKA NATURAL GAS DISTRICT
PHONE: (407) 656-0751
CONTACT: EHOLMES@LANGD.ORG

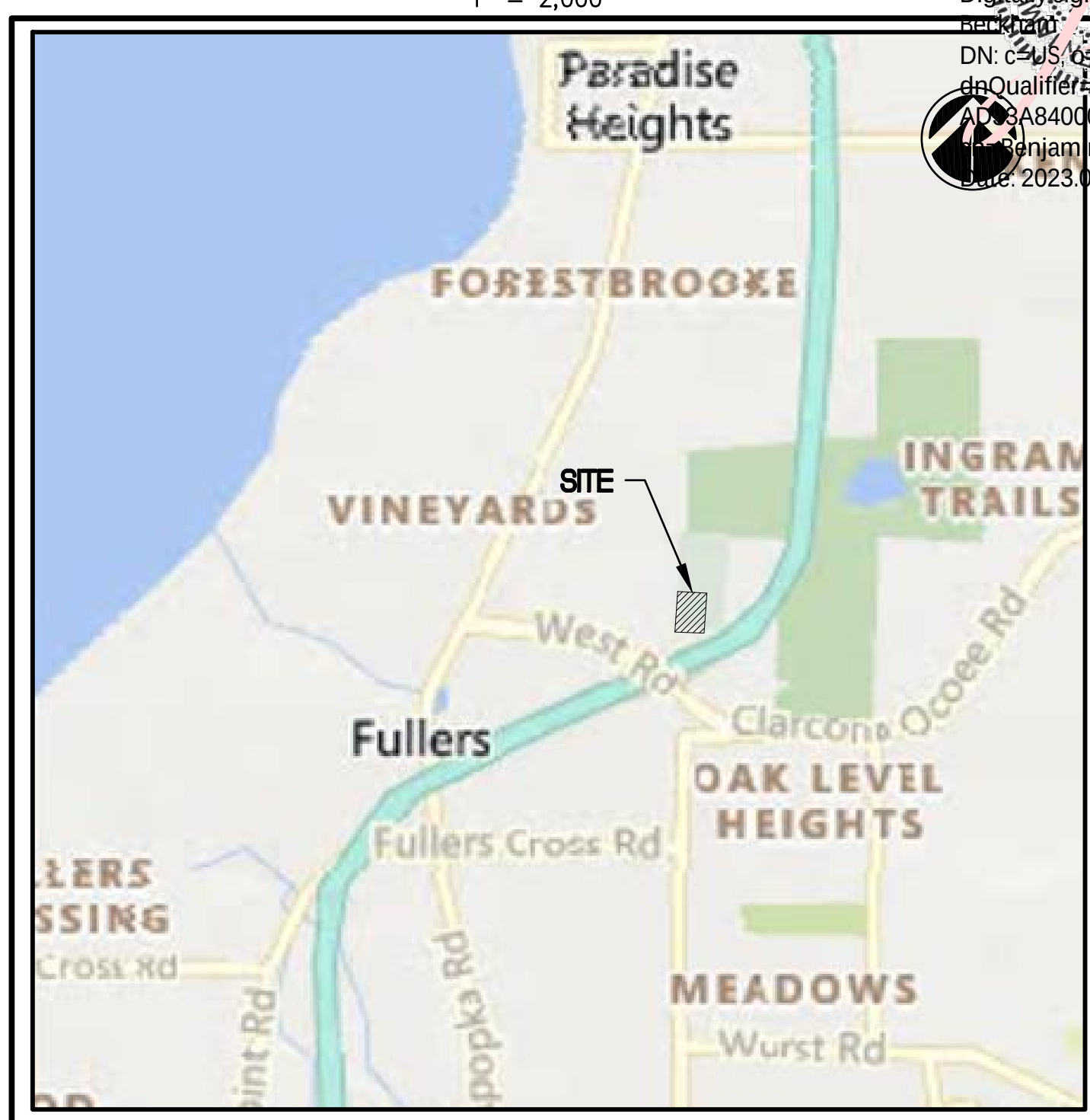
TELEPHONE:

LUMEN
PHONE: (941) 815-6317
CONTACT: JOSTIN.BURBRIDGE@LUMEN.COM

CABLE:

SPECTRUM
PHONE: (407) 532-8511

VICINITY MAP

$$1'' = 2,00$$



 This item has been electronically signed and
 sealed by Benjamin S. Beckham, P.E., using a
 digital signature and date. From the time of
 signing, the seal and the signature must not be
 removed and the signature must be verified on
 the document.

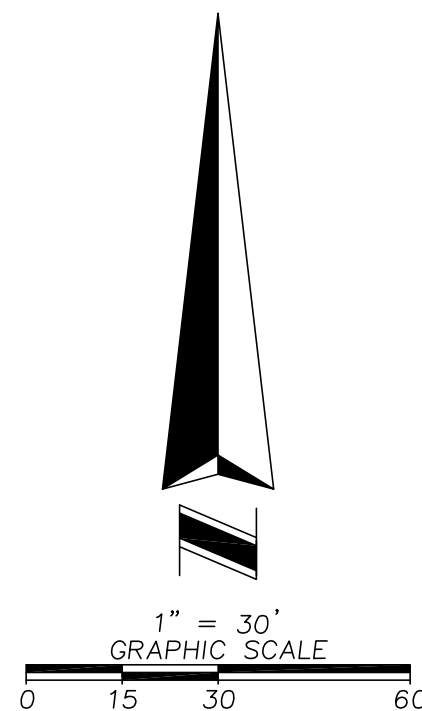
Digitally signed by Benjamin S
 Beckham
 DN: c=US, o=Florida
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 dnQualifier=3A0E, o=3A0E,
 cn=Benjamin S Beckham
 dnQualifier=2023.07.31.09:37:09-04'00'

BECKHAM
 CERTIFICATION NO. CA-0007723

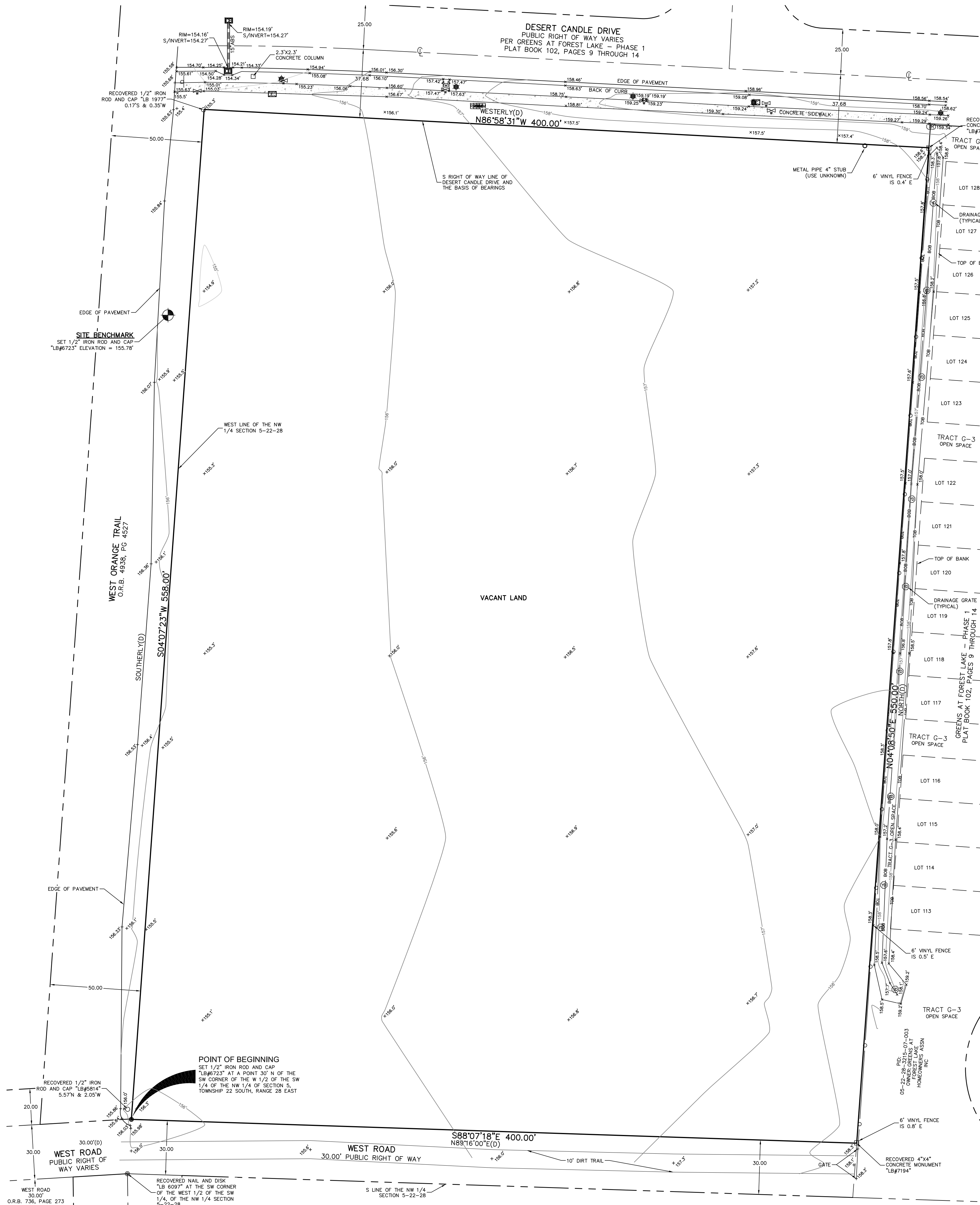
BEGINNING AT A POINT 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE WEST ONE HALF OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, PROCEED NORTH 89°16'00" EAST 400 FEET, THENCE NORTH 550 FEET, THENCE WESTERLY 400 FEET, THENCE SOUTHERLY 558 FEET ALONG THE WEST LINE TO THE POINT OF BEGINNING, AND LYING AND BEING IN ORANGE COUNTY, FLORIDA.

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF DESERT CANDLE DRIVE AS BEING N86°58'31"W. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)
2. POSITIONAL ACCURACY MEETS NATIONAL GEODETIC SURVEY (NGS) THIRD ORDER, CLASS ONE, SPECIFICALLY 1:10,000, VERIFIED BY REDUNDANT MEASUREMENTS.
3. HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 1990 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE.
4. THE ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY DATUM PER BENCH MARK NUMBER P1624023, ELEVATION = 156.655 BEING AN ORANGE COUNTY DISC IN CURB INLET 45' +/- S.W. OF CLARCONA OCCOEE RD. & 610' +/- N.W. OF N. LAKEWOOD AVE., NAVD 1988 DATUM.
5. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
6. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN INSURANCE TITLE COMMITMENT, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 9864146, WITH AN EFFECTIVE COMMITMENT DATE: 09/17/2021 AT: 5:00 PM
8. THE LEGAL DESCRIPTION HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED IN THE ABOVE REFERENCED TITLE COMMITMENT.
9. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
10. THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
11. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
12. UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSERVED, ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED, UNLESS NOTED OTHERWISE.
13. UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSERVED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
14. THE LANDS SHOWN HEREON LIE ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) ACCORDING TO "FIRM" MAP NO. 120950C02I0H AND COMMUNITY NO. 120179 0210 H, DATED SEPTEMBER 24, 2021.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
15. THE ABOVE DESCRIBED PARCEL(S) CONTAINS 221,493 SQUARE FEET OR 5.08 ACRES, MORE OR LESS.

 — CENTERLINE
 — WATER VALVE
 — ELECTRIC BOX
 — RECLAIM WATER METER
 — TELEPHONE RISER
 — YARD DRAIN
(D) — DESCRIPTION
O.R.B. — OFFICIAL RECORDS BOOK
LB — LICENSED BUSINESS
PID — PARCEL IDENTIFICATION NUMBER
— TOB — TOP OF BANK
— BOB — BOTTOM OF BANK
ABS — ACRYLONITRILE BUTADIENE STYRENE PIPE
 — CATCH BASIN
 — FIRE HYDRANT



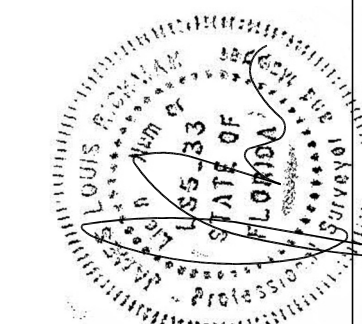
The map shows the location of the West Orange Memorial Gardens. Key roads include Ocoee Apopka Rd, Merlot Dr, Orange Arbor Trail, Fountains West Blvd, West Road, W Orange Trail, Daniel Webster Western Beltway, and State Road No. 429. The site is marked with a shaded rectangle and labeled 'SITE'.



TOPOGRAPHIC SURVEY
OF
2199 WEST ROAD
SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 E
ORANGE COUNTY, FLORIDA

CERTIFIED TO:
CAP 5 DEVELOPMENT, LLC
CITY OF OCOEE
SHUFFIELD, LOWMAN & WILSON P.A.

FOR THE LICENSED BUSINESS #6723 BY:



JAMES	CS	WEST
-------	----	------

[illegible]

JOB #: 20210961
DATE: 6/3/22
SCALE: 1" = 30'
CALC BY: JPC
FIELD BY: AT,DH
DRAWN BY: JPC
CHECKED BY: JLR

SHEET 1 OF 1

A		F		P	
A	AREA	F&C	FRAME AND COVER	PC	POINT OF CURVATURE
AB	ANCHOR BOLT	FD	FLOOR DRAIN	PCC	POINT OF COMPOUND CURVATURE
ABO	ANCHOR (ED)	FDN	FOUNDATION	PEP	POLYETHYLENE PIPE
AC	ACRE(S)	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PF	PROFILE GRADE POINT
AC-FT	ACRE FOOT/FEET	FF	FINISHED FLOOR	P/I	POINT OF INTERSECTION
ACP	ASBESTOS CEMENT PIPE	FG	FINISHED GRADE	PI	PROPERTY LINE
ADDL	ADDITIONAL	FH	FIRE HYDRANT	POB	POINT OF BEGINNING
ADT	AVERAGE DAILY TRAFFIC	F&I	FURNISH AND INSTALL	POJ	PUSH ON JOINT
AL	ALUMINUM	FIC	FIGURE	PP	POLYPROPYLENE
ALT	ALTERNATE	FIN	FINISHED	PR	PHONE RISER
AMP	AMPERE(S)	FL	FITTING	PRC	POINT OF REVERSE CURVATURE
APPROX	APPROXIMATE	FL	FENCE LINE	PRESS	PRESSURE
ARV	AIR RELEASE VALVE	FLOOR	FLOOR	PROJECT	PROJECT PROPOSED
ARVV	AIR RELEASE VACUUM VALVE	FLEX	FLEXIBLE	PRVC	POINT OF REVERSE VERTICAL CURVE
ASPH	ASPHALT	FLG	FLANGED	PSF	POUNDS PER SQUARE FOOT
ASSY	ASSEMBLY	FM	FORCE MAIN	PSI	POUNDS PER SQUARE INCH
AVE	AVENUE	FND	FOUND	PT	POINT OF TANGENCY
AVD	AVERAGE	FPH	FEET PER HOUR	PVC	POLYVINYL CHLORIDE
AZ	AZIMUTH	FPM	FEET PER MINUTE	PWT	PAVEMENT
		FPS	FEET PER SECOND	PWR	POWER
		FT	FOOTING		
B		G		Q	
BFF	BACKFLOW PREVENTER	GA	GAUGE	Q	FLOW RATE
BL	BASELINE	GAL	GALLON	R	RADIUS
BLDG	BUILDING	GALV	GALVANIZED	R	REINFORCED CONCRETE PIPE
BLVD	BOULEVARD	GM	GS MAIN	RCP	REINFORCED CONCRETE PIPE ARCH
BM	BENCH MARK	GPD	GALLONS PER DAY	RD	ROAD
BND	BOUNDARY	GPM	GALLONS PER HOUR	ROY	ROADWAY
BO	BLOWOFF	GPM	GALLONS PER MINUTE	RED	REDUCER
BOT	BACK OF CURB	GPS	GALLONS PER SECOND	REF	REFERENCE
BOTT	BOTTOM	GR	GUARD RAIL	REINF	REINFORCE(D)
BRG	BEARING	GRD	GROUND/GRADE	REQD	REQUIRED
BS	BOTTOM OF SLOPE	GSP	GALVANIZED STEEL PIPE	REV	REVISE/REVISION
BV	BUTTERFLY VALVE	GV	GATE VALVE	RPM	REVOLUTIONS PER MINUTE
		GV&B	GATE VALVE AND BOX	RR	RAILROAD
		GW	GUY WIRE	RT	RIGHT
		GW	GROUND WATER TABLE	RV	RELIEF VALVE
C		H		R	
CAP	CAPACITY	HB	HOSE BIBB	R	RADIUS
CB	CATCH BASIN	HDPE	HIGH DENSITY POLYETHYLENE	S	SOUTH
CC	CENTER TO CENTER	HDW	HARDWARE	S	SANITARY SEWER
CEM	CEMENT	HOA	HOME OWNERS ASSOCIATION	SB	SPLASH BLOCK
CF	CUBIC FEET	HORIZ	HORIZONTAL	SCN	SCHEDULE
CFM	CUBIC FEET PER MINUTE	HP	HORSEPOWER	SD	SIDE DRAIN
CFS	CUBIC FEET PER SECOND	HR	HOUR	SDN	SHED DRAIN
C&G	CURB AND GUTTER	HT	HEIGHT	SE	SOUTHEAST
C&I	CAST IRON PIPE	HW	HEADWALL	SEC	SECOND
CJ	CONSTRUCTION JOINT	HWL	HIGH WATER LEVEL	SECT	SECTION
CL	CENTER LINE	HWY	HIGHWAY	SH	SHEET
CLR	CLEAR/CLEARANCE	HYD	HYDRAULIC	SH>	SEASONAL HIGH GROUND WATER TABLE
CLS	CLASS			SH	SIMILAR
CM	CONCRETE MONUMENT	I-4	INTERSTATE HIGHWAY	S/L	SETBACK LINE
CMP	CORRUGATED METAL PIPE	IA	INTERSECTION ANGLE	SLOPE	SLOPE
CMPA	CORRUGATED METAL PIPE ARCH	ID	INSIDE DIAMETER	SM	SHEET METAL
CON	CONDUIT	IF	INSIDE FACE	SPEC	SPECIFICATION(S)
CO	COUNTY	IN	INCHES	SQ	SQUARE
COL	CLEANOUT	INLET	INLET	SQ IN	SQUARE INCHES
COMP	COMPLETE	INS	INSERT	SQ FT	SQUARE FOOT/FEET
CONC	CONCRETE	INST	INSTALL	SQ YD	SQUARE YARD(S)
CONN	CONNECTION	IP	IRON PIPE	SR	STATE ROAD
CONST	CONSTRUCTION(ON)	IR	IRON ROD	SS	STAINLESS STEEL
CONT	CONTINUOUS	INT	INTERSECT/INTERSECTION	ST	STEEL
COORD	COORDINATE(S)	INV	INVERT	STA	STATION
COR	CORNER			STD	STANDARD
CPGL	COUPLING	J	JUNCTION BOX	STL	STEEL
CPP	CONCRETE POWER POLE	JB	JUNCTION BOX	STR	STRUCTURE
CS	CONTROL STRUCTURE	JCT	JUNCTION	STS	STORM SEWER
CTG	COATING	JST	JOIST	SUPP	SUPPORT
CTR	CENTER	JT	JOINT	SUSP	SUSPEND/SUSPENSION
CTV	CABLE TELEVISION			SVC	SERVICE
CULV	CULVERT	L	LENGTH	SW	SOUTHWEST
CYL	CYLINDER	LAT	LATITUDE	SWK	SIDEWALK
		LATL	LATERAL	SYM	SYMBOL(S)
D		L&L	LATERAL	SYMM	SYMMETRICAL
DBL	DOUBLE	LB	POUND	SYS	SYSTEM
DEG OR °	DEGREE	LG	LINEAR FEET/FOOT		
DEFL	DEFLECTION(ON)	LONG	LONG	T	TANGENT
DEPT	DEPTH	LONG	LONG	T&B	TURFBLOCK
DET	DETAIL	LONG	LONG	T&B	TOP AND BOTTOM
DHWL	DESIGN HIGH WATER LEVEL	LONG	LONG	TBM	TEMPORARY BENCH MARK

LINES

	CENTER LINE		BUILDING LINE
	WIRE FENCE		CONTOURS
	CHAIN LINK FENCE		RAILROAD TRACKS
	WOOD FENCE		GAS MAIN
	GUARDRAIL		UNDERGROUND ELECTRIC
	EXISTING PLATS		UNDERGROUND TELEPHONE
	RETAINING WALL		OVERHEAD ELECTRIC
	RIGHT-OF-WAY LINE		OVERHEAD TELEPHONE
	SHORELINE		UNDERGROUND CABLE TELEVISION
	SWALE		EASEMENT

 SANITARY SEWER LINE
 EX. FM
 CLEANOUT
 MANHOLE

	WATER MAIN DIP PIPE		WATER VALVE
	REUSE WATER MAIN		FIRE HYDRANT
	BACKFLOW PREVENTOR		WATER METER

STORM DRAIN			
	STORM SEWER		FDOT TYPE 1 INLET
	MANHOLE		FDOT TYPE 2 INLET
	MITERED END		FDOT TYPE 3 INLET
	STORM INLET		FDOT TYPE 4 INLET
	FDOT TYPE 6 INLET		FDOT TYPE 5 INLET

HIGHWAY & UTILITIES					
	BENCHMARK		GUY POLE		BRICK PAVERS
	RECOVERED 4x4 CM		WOOD UTILITY POLE		DIRT ROAD
	SET 4x4 CM		CONCRETE UTILITY POLE		8" MAPLE TREE
	SET IRON ROD		ELECTRIC MANHOLE		8" OAK TREE
	RECOVERED IRON ROD		TELEPHONE MANHOLE		8" PINE TREE
	CONCRETE		TELEPHONE RISER		8" PALM TREE
	COUNTY ROADS		ELECTRIC BOX / TRANSFORMER		8" MISC. TREE
	INTERSTATE ROADS		WELL		
	STATE ROADS		MONITORING WELL		
	WOOD AND/OR METAL LIGHT POLE		DUMPSTER		
	CONCRETE LIGHT POLE		RR CROSSING SIGN		
	YARD LIGHT		RR CROSSING GATE		
	MISCELLANEOUS SIGN		TRAFFIC SIGNAL POLE		
	SECTION CORNER		SATELLITE DISH		
	EDGE OF PAVEMENT W/O CURB		GUY WIRE		
	EDGE OF PAVEMENT W/ CURB		HANDICAP PARKING		
			SPOT ELEVATION		

LINES		STORM DRAIN	
	PROPERTY LINE		100 LINEAR FEET STORM PIPE 24" HIGH DENSITY POLYETHELENE PIPE @ 0.20%
	CONSERVATION SETBACK		UNDERDRAIN 6" HDPE PIPE
	CENTER LINE		DRAINAGE FLOW DIRECTION
	CHAIN LINK FENCE		FDOT INLET TYPE 1
	CONTOUR		FDOT INLET TYPE 2
	EASEMENT		FDOT INLET TYPE 3
	FENCE		FDOT INLET TYPE 4
	GUARDRAIL		FDOT INLET TYPE 5
	LOT LINE		FDOT INLET TYPE 6
	RETAINING WALL		MANHOLE
	RIGHT-OF-WAY LINE		MITERED END SECTION
	SETBACK LINE		SLOPE DIRECTION ARROW FOR POND SIDE SLOPE
	SHORELINE		SPOT ELEVATION
	SWALE		STORM INLET
	TREE LINE		

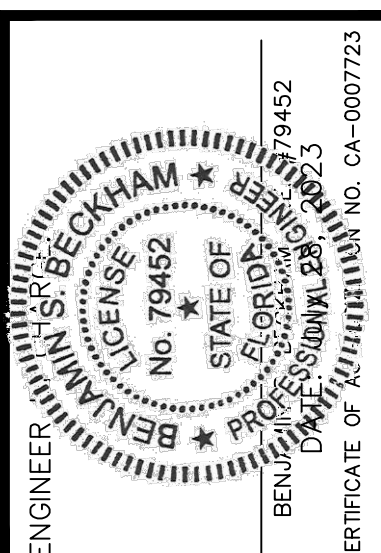
SANITARY		HIGHWAY & UTILITIES	
	100 LINEAR FEET SANITARY 8" PVC PIPE @ 0.40% SLOPE		BOUND CORNER
	CLEANOUT		CONCRETE
	DOUBLE SANITARY SERVICE		COUNTY ROADS
	FORCE MAIN PVC PIPE		DETAIL REFERENCE
	MANHOLE		DUMPSTER

	WATER MAIN		GUY POLE
	PVC PIPE		HANDICAP PARKING
	11 1/2' BEND		INTERSTATE ROADS
	22 1/2' BEND		LIGHT POLE
	45° BEND		SIGNALS
	90° BEND		SECTION CORNER
	TEE		STATE ROADS
	CROSS		SILT FENCE
	CHECK VALVE		TRAFFIC FLOW PAVEMENT MARKING
	DOUBLE DETECTOR CHECK VALVE		UTILITY POLE
	DOUBLE WATER SERVICE		BLDG OR STRUCTURE
	GATE VALVE		TYPE F CURB & GUTTER
	FIRE HYDRANT		MIAMI CURB
	METER		CROSS SECTION DETAIL
	REDUCER		
	BLOWOFF		
	BACKFLOW PREVENTER		
	SAMPLE POINT		
	CEANOUT		
	RECLAIM WATER MAIN		
	DOUBLE RECLAIM WATER SERVICE		



SYMBOLS AND ABBREVIATIONS
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCCEE
FLORIDA

CAP 5 DEVELOPMENT, LLC
3601 RIGSBY ROAD, SUITE 300
MIAMISBURG, OH 45342



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	DATE
	REVISIONS

JOB # 22012
DATE: 03/14/2023
SCALE: N/A
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSB

C002

GENERAL NOTES

1. ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE LATEST LOCAL AGENCY DETAILS, THE FOOT "STANDARD" SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED IN 1991 BY THE STATE OF FLORIDA, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THERE TO, AND THE FOOT "STANDARD PLANS", WHICHEVER IS MORE STRINGENT.
2. ALL FOOT DESIGN INDICES ARE HEREBY INCORPORATED AS PLAIN REFERENCES HEREIN. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF ALL APPLICABLE INDEX DRAWINGS AND CONSTRUCTING ALL WORKS IN CONFORMANCE WITH THE FOOT "STANDARD PLANS, LATEST EDITION.
3. THE LOCATIONS OF EXISTING UTILITIES SUCH AS WATER MAINS, SEWER MAINS, GAS LINES, ETC., AS SHOWN ON THE PLANS, WITH THE EXCEPTION OF THE LOCATIONS OF EXISTING UTILITIES AT ALL POINTS OF CONNECTION TO AND AT ALL AREAS OF CONFLICT WITH UTILITY PROVIDER MAINS, WHICH HAVE BEEN FIELD VERIFIED, HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. HOWEVER, THE ENGINEER AND OWNER DO NOT ASSUME RESPONSIBILITY FOR THE SIZES AND LOCATIONS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE SIZE AND LOCATION OF ALL EXISTING UTILITIES SHOWN AND NOT SHOWN ON THESE PLANS.
4. CONTRACTOR, INCLUDING ANY SUB-CONTRACTORS, IS RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL CONDITIONS CONTAINED THEREIN. PERMITS INCLUDED (BUT NOT NECESSARILY LIMITED TO) ARE:
- ADEQUATE NATIONAL DREDGE AND FILL
 - FDEP WATER DISTRIBUTION
 - FDEP SANITARY SEWER COLLECTION AND TRANSMISSION
 - FDEP REUSE
 - FDEP DREDGE AND FILL
 - FDEP NPDES GENERIC PERMIT FOR STORMWATERDISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES
 - FDOT DRIVEWAY CONNECTION
 - FDOT UTILITY
 - FDOT STORMWATER DISCHARGE CONNECTION
 - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION PERMIT FOR IMPACTS TO PROTECTED SPECIES
 - LOCAL RIGHT OF WAY USE
 - LOCAL UNDERGROUND UTILITIES
 - WATER MANAGEMENT DISTRICT CONSUMPTIVE USE FOR CONSTRUCTION DEWATERING (CUP)
 - WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT (ERP)
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SETBACKS AND EASEMENTS BEFORE BEGINNING CONSTRUCTION.
6. BENCHMARKS AND OTHER REFERENCE POINTS SHALL BE CAREFULLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. IF DISTURBED OR DESTROYED, THESE POINTS SHALL BE REPLACED BY A LICENSED FLORIDA PROFESSIONAL LAND SURVEYOR (P.L.S.) AT CONTRACTOR'S EXPENSE.
7. DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON, OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND OWNER IN WRITING, NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR OR TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS TO THE ENGINEER AND OWNER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING STRUCTURES, ETC., UNLESS OTHERWISE NOTED. ALL SOIL STRIPPING SHALL BE DONE IN ACCORDANCE WITH THE PLANS. ALL EXISTING MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER.
9. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES AND UTILITIES NOTED TO REMAIN FROM DAMAGE OR DISPLACEMENT DURING CONSTRUCTION. IN THE EVENT OBSTRUCTIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND THE UTILITY COMPANY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR DAMAGE OR CORRECT DISPLACEMENT.
10. CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN IN THE PLANS OR DESIGNATED IN THE FIELD. CONTRACTOR SHALL BECOME FAMILIAR WITH AND CONFORM WITH ALL TREE PROTECTION/PRESERVATION PROVISIONS OF THE PRELIMINARY SUBDIVISION PLAN / DEVELOPMENT PLAN AND LOCAL GOVERNMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT AND MITIGATION COSTS FOR ANY TREES REMOVED THAT WERE DESIGNATED TO BE PRESERVED.
11. WHEN DETAILS ARE PROVIDED, CONTRACTOR SHALL CONSTRUCT JOB PER SPECIFIC DETAILS, AND NOT BY SCALING FROM THESE PLANS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ANY REQUIRED TRAFFIC CONTROL PLANS. ALL WORK SHALL BE EXECUTED UNDER THE ESTABLISHED PLAN AND FDOT, AND LOCAL AGENCY APPROVED PROCEDURES.
13. THE CONTRACTOR SHALL RESTORE OFF SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. AS-BUILT DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT ENGINEER UPON PROJECT COMPLETION.
15. CONTRACTOR SHALL COMPLY WITH ALL LOCAL AGENCY REQUIREMENTS FOR INSPECTION AND TESTING.
16. ALL NEW UTILITIES AND UPGRADED UTILITIES PROVIDED TO OR ON THE SITE MUST BE INSTALLED UNDERGROUND.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ANY TRAFFIC SIGNAL EQUIPMENT INCLUDING BUT NOT LIMITED TO FIBER LOG SENSORS PLAT BOXES, CONDUIT TRAFFIC SIGNALS, AND CABINETS. ANY ITEMS DAMAGED BY THE CONTRACTOR WILL BE RESTORED TO THEIR ORIGINAL CONDITIONS UNLESS OTHERWISE AGREED UPON BY THE COUNTY TRAFFIC ENGINEER.
18. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH UTILITY PROVIDER'S STANDARDS AND CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
19. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, WATER, RECLAIMED WATER, SEWER, POWER, TELEPHONE, GAS AND CABLE TV COMPANIES.
20. PRIOR TO COMMENCEMENT, CONTRACTOR SHALL PROVIDE ENGINEER WITH CONSTRUCTION SCHEDULE FOR VARIOUS SITE WORK ELEMENTS SO THAT PERIODIC SITE VISITS MAY BE COORDINATED TO ENSURE TIMELY CERTIFICATION OF COMPLETION TO AGENCIES AND AVOID DELAYS IN ISSUANCE OF CERTIFICATES OF OCCUPANCY/COMPLETION.
21. ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL OTHER THAN OWNER/OWNER'S REPRESENTATIVE SHALL BE REPORTED TO ENGINEER/OWNER/OWNER'S REPRESENTATIVE PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK THAT IS NOT AUTHORIZED BY ENGINEER/OWNER/OWNER'S REPRESENTATIVE.
22. CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING SHOP DRAWING AND MATERIALS ORDERING PHASE OF PROJECT AND ADVISE ENGINEER OF ANY DISCREPANCIES.
23. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS BY ENGINEER/OWNER/OWNER'S REPRESENTATIVE IN WRITING.
24. CONTRACTOR SHALL TAKE ALL IMPROVEMENTS USING THE PLAT(S), ROAD CENTERLINE GEOMETRY, AND BUILDING COORDINATES PROVIDED IN THESE PLANS. CONTRACTOR SHALL CONFORM WITH THE ENGINEER THAT THE PLAT IS CURRENT PRIOR TO CONSTRUCTION.
25. CONTRACTOR SHALL CONFIRM THE BUILDING DIMENSIONS SHOWN HEREIN WITH THOSE IN THE FINAL ARCHITECTURAL DRAWINGS PRIOR TO STAKEOUT. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, INCLUDING MINIMUM BUILDING SETBACKS PRIOR TO THE INSTALLATION OF ANY IMPROVEMENT.

GENERAL NOTES (CONTINUED)

26. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCCEE ENGINEERING STANDARDS MANUAL, MATERIALS LISTS, AND DETAILS. FINALLY, PLAN APPROVAL DOES NOT PROVIDE EXEMPTION TO THESE REQUIREMENTS.
27. ANY DEVIATION FROM THE CITY OF OCCEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
28. THE MOST STRINGENT STANDARD BETWEEN THE CITY OF OCCEE, FDEP STANDARDS, AND THE STANDARDS SET FORTH IN THE GENERAL NOTES (AS DETERMINED BY THE ENGINEER OF RECORD OR THE CITY ENGINEER) SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.
29. CONTRACTOR SHALL REFER TO THE CITY OF OCCEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCCEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.
30. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
- a. ONE PLOT
 - b. ONE CAD COPY DRAWN IN STATE PLANE COORDINATES
31. ALL FINISHED FLOOR ELEVATION WILL EXCEED THE 100-YEAR FLOOD PLAIN BY A MINIMUM OF TWO FEET (2').

PAVING AND DRAINAGE

1. THE CONTRACTOR SHALL CONSTRUCT PAVEMENT IN ACCORDANCE WITH THE CITY OF OCCEE ENGINEERING STANDARDS MANUAL, MATERIALS LISTS, AND DETAILS. FINALLY, PLAN APPROVAL DOES NOT PROVIDE EXEMPTION TO THOSE SPECIFIED ON THE GRADING PLAN.
2. FLORIDA LAW (F.S. 953.851) PROTECTION OF UNDERGROUND PIPELINES MANDATES THAT "NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION IN ANY PUBLIC OR PRIVATE STREET, ALLEY, RIGHT-OF-WAY DEDICATED TO THE PUBLIC USE, OR GAS UTILITY EASEMENT WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF THE PROPOSED EXCAVATION." THIS INCLUDES ANY OPERATION UTILIZING HAND TOOLS OR POWER TOOLS WHICH MOVES OR REMOVES ANY STRUCTURE, INCLUDING BUT NOT LIMITED TO MATERIAL BY SUCH METHODS AS DIGGING, BACKFILLING, DEMOLITION, GRADING, DITCHING, DRILLING, BORING AND CABLE PLOWING. THE EXCAVATOR MUST NOTIFY THE GAS UTILITY A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATING (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS).
3. EXCAVATION, PAVING, AND STORM SEWER WORK SHALL BE DONE IN ACCORDANCE WITH FDOT "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, AND LOCAL AGENCY SPECIFICATIONS.
4. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATIONS AT PROPERTY LINES. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE RETENTION PONDS AS SHOWN BY PROPOSED GRADES AND FLOW ARROWS.
5. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE AND PROPER SOIL EROSION CONTROL MEASURES FOR PROTECTION OF ALL DRAINAGE TRENCHES AND SEWER STRUCTURES AND AT ALL ADJACENT LANDS AND ROADS.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL GEOTECHNICAL REPORTS PROVIDED BY THE OWNER. THE ENGINEER'S RECOMMENDATIONS ARE NOT THE RESPONSIBILITY OF ENGINEER. ENGINEER HAS RELIED ON THE GEOTECHNICAL REPORT(S) IN PREPARATION OF THE DRAWINGS. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORT AND THESE DRAWINGS SHALL BE REPORTED TO ENGINEER/OWNER /OWNER'S REPRESENTATIVE. ENGINEER ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS, OR ACCURACY OF GEOTECHNICAL INFORMATION.
7. THE SITE SHALL BE CLEARED OF ALL TREES EXCEPT THOSE WHICH ARE DESIGNATED TO BE SAVED OR RELOCATED. BEFORE CONSTRUCTION IN THE FIELD, CONTRACTOR SHALL CLEARE THE SITE WITH THE OWNER. AT THIS TIME, ANY TREES TO BE SAVED SHALL BE POINTED OUT AND TAGGED. THESE TREES SHALL BE PROTECTED FROM DAMAGE.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE SUPERVISING ENGINEER IF A PAVEMENT OR FOUNDATION STAKE IS DISTURBED.
9. THE CONTRACTOR SHALL INSTALL DROP CURBS AND HANDICAP RAMPS AT ALL INTERSECTIONS OF THE SIDEWALK WITH THE PROPOSED PAVEMENT, UNLESS OTHERWISE SPECIFIED.
10. FOR HORIZONTAL AND VERTICAL CLEARANCES BETWEEN STORM PIPES AND WATER MAINS/SERVICES, SEE WATER NOTES ON THIS SHEET AND FDEP SEPARATION TABLE ON UTILITY PLAN.
11. ALL PUBLIC STORM PIPE MATERIALS SHALL BE REINFORCED CONCRETE PIPE (RCP) ASTM C-76 CLASS III, UNLESS OTHERWISE SPECIFIED. LIFTING HOLES ARE PROHIBITED.
12. ALL PRIVATE STORM PIPE MATERIALS SHALL BE AS FOLLOWS:
- 12.1. DIAMETERS LESS THAN OR EQUAL TO 12-INCH SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) PIPE
 - 12.2. DIAMETERS GREATER THAN OR EQUAL TO 15-INCH SHALL BE POLYPROPYLENE (PP) PIPE
13. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
14. ALL STORM SYSTEM MANHOLE AND INLET STRUCTURES SHALL BE PRECAST CONCRETE.
15. THE CONTRACTOR SHALL USE CONCRETE WITH A MINIMUM 28 DAY STRENGTH OF 3,000 P.S.I..
16. ALL SIDEWALK WIDTHS SHALL BE AS NOTED ON THE SITE PLAN AND SHALL HAVE 1-INCH DEEP CONNECTION JOINTS EVERY 5- FEET AND AN EXPANSION JOINT EVERY 20- FEET (MINIMUM). MAXIMUM SIDEWALK CROSS SLOPES SHALL BE 2.00% AND MAXIMUM SIDEWALK RUNNING SLOPES SHALL BE 5.00% EXCEPT AT RAMP LOCATIONS. MAXIMUM RAMP SLOPES SHALL BE 8.33%.
17. PROVIDE FDOT TYPE III SILT FENCE ALONG THE PROPERTY LINES AND PHASE LINES AS WELL AS ANY CONSTRUCTION WITHIN THE OTHER PHASES THAT IS DEEMED NECESSARY.
18. ALL TEST REPORTS GENERATED BY A TESTING FIRM ARE TO HAVE COPIES SENT DIRECTLY TO THE LOCAL AGENCY AS SOON AS THEY ARE GENERATED. CLEARANCE FROM THE LOCAL AGENCY SHALL BE RECEIVED PRIOR TO PAVING.
19. THE BASE COURSE SHALL NOT BE CONSTRUCTED UNTIL AFTER SUBGRADE CONSTRUCTION HAS BEEN COMPLETED AND REQUIRED SUBGRADE TEST RESULTS HAVE BEEN SUBMITTED TO AND APPROVED BY THE LOCAL AGENCY'S ENGINEER.
20. THE FINISHED BASE COURSE SHALL BE PRIMED WITHOUT DELAY, PROTECTED FROM HEAVY TRAFFIC, AND CONTINUOUSLY MAINTAINED FREE OF DAMAGE UNTIL THE WEARING SURFACE IS APPLIED. ALL BAD AREAS SHALL BE CUT OUT AND REPLACED PRIOR TO APPLYING WEARING SURFACE.
21. ASSUMING ACCEPTABLE CURING, THE WEARING SURFACE SHALL BE APPLIED NO SOONER THAN SEVEN (7) DAYS AND NO LATER THAN THIRTY (30) DAYS AFTER BASE COMPLETION.
22. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC.
23. ROADWAY MARKING, STRIPING, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (MUTCD), INCLUDING SUBSEQUENT REVISIONS AND ADDENDUMS, AS PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, AS WELL AS FDOT AND LOCAL AGENCY STANDARDS AND SPECIFICATIONS.
24. ALL OFFSITE ROADWAY MARKING/STRIPING MATERIAL SHALL BE THERMOPLASTIC UNLESS OTHERWISE SPECIFIED.

PAVING AND DRAINAGE (CONTINUED)

25. ALL ONSITE ROADWAY MARKING/STRIPING MATERIAL SHALL BE PAINT UNLESS OTHERWISE SPECIFIED.
26. REGULATORY SIGNS AND MARKINGS SHALL BE IN PLACE PRIOR TO FINAL INSPECTION OF PAVING AND DRAINAGE IMPROVEMENTS.
27. PAVEMENT RETURN RADII SHALL BE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
28. POND SLOPES AND BERMS SHALL BE SODDED TO TWO (2) FEET BELOW THE NORMAL WATER LINE (N.W.L.). IN THE CASE OF DRY BOTTOM PONDS, THE BOTTOM WILL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFIED.
29. ALL PRECAST DRAINAGE STRUCTURES TO HAVE STEEL FRAME. ALL STRUCTURES IN PAVED AREAS TO HAVE STEEL RECTILINEAR GRATES WITH H=20 LOADING.
30. CONTRACTOR SHALL NOT COMPACT, STABILIZE, OR CONSTRUCT BASE COURSE WITHIN LANDSCAPE ISLANDS, TRACTS OR MEDIANS. WHERE SUCH TREATMENT DOES OCCUR, IT SHALL BE REMOVED AND REPLACED WITH SUITABLE PLANTING SOLLS ACCEPTABLE TO LANDSCAPE ARCHITECT.
31. YARD DRAINS SHALL BE NYOPLAST INLINE DRAINS AND DRAIN BASINS OR APPROVED EQUIV., WITH CAST IRON GRATES AND WATERTIGHT ADAPTER CONNECTIONS. DOMED GRATES SHALL BE PROVIDED IN NON-SODDED AREAS.
32. ALL FIRE HYDRANT LOCATIONS SHALL BE MARKED BY PLACING BLUE REFLECTIVE PAVEMENT MARKERS IN THE CENTER OF THE NEAREST TRAVEL LANE.
33. MINIMUM LONGITUDINAL SLOPE OF CURB SHALL BE 0.30% UNLESS SPECIFIED OTHERWISE.
34. FINISHED FLOOR ELEVATION IS TYPICALLY 8" INCHES ABOVE DESIGN FINISHED GRADE AT OUTSIDE PERIMETER OF BUILDINGS EXCEPT AT ENTRIES AND WHERE OTHERWISE SHOWN.
35. CONTRACTOR SHALL REMOVE ALL MUCK DEPOSITS IN CONSTRUCTION AREAS AND AREAS TO BE FILLED. SEE GEOTECHNICAL REPORT.
36. DRAINAGE MANHOLES AND INLETS (NOT INCLUDING CONTROL STRUCTURES) IN THE PLANS ARE IDENTIFIED BY TOP TYPE ONLY. CONTRACTOR SHALL PROVIDE STANDARD DITCH BOTTOM INLET TOPS AND TYPE 'J' OR 'P' STRUCTURE BOTTOMS, SIZED AS REQUIRED TO ACCOMMODATE PIPE SIZES AND ORIENTATIONS SHOWN. SHOP DRAWINGS SHALL BE SUBMITTED WHICH CLEARLY REPRESENT SUCH DATA.
37. CONTRACTOR SHALL STABILIZE AND PROTECT ALL END WALL, MITERED END SECTION, FLARED END SECTION, ETC. STRUCTURES THROUGHOUT THE PROJECT UNTIL THE BANK SLOPES OF THE RECEIVING WATER BODY ARE STABILIZED AND ACCEPTED BY OWNER.

SANITARY SEWER

1. ROOF DRAINS, FOUNDATION DRAINS OR OTHER STORM WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
2. GRAVITY SEWER PIPE SHALL BE SDR35 PVC AND SHALL MEET ASTM D3034, UNLESS OTHERWISE SPECIFIED.
3. ALL SANITARY SEWER LATERALS SHALL BE 6-INCH DIAMETER PVC AND SHALL END WITH A CLEAN OUT.
4. ALL SANITARY SEWER PIPE SHALL BE COLORED GREEN.
5. ALL SANITARY SEWER MANHOLES SHALL HAVE A MINIMUM DIAMETER OF 48-INCHES AND A MINIMUM ACCESS DIAMETER OF 22-INCHES.
6. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
7. FOR HORIZONTAL AND VERTICAL CLEARANCES BETWEEN SANITARY SEWER MAINS/ LATERALS AND WATER MAINS/SERVICES, SEE WATER NOTES ON THIS SHEET AND FDEP SEPARATION TABLE ON UTILITY PLAN.
8. WHERE SOIL REPORT INDICATES THE POSSIBILITY OF UNSUITABLE MATERIAL IN THE VICINITY OF SANITARY LINES, THE CONTRACTOR SHALL DETERMINE THE NATURE AND EXTENT OF THIS UNSUITABLE MATERIAL, PREPARE TRENCH, AND INSTALL THE SEWER LINE IN ACCORDANCE WITH ASTM D-2321. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF THIS UNSUITABLE MATERIAL.
9. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM INFILTRATION OR EXPLORATION TEST, WHICHEVER IS APPLICABLE. INFILTRATION SHALL NOT EXCEED 50 GALLONS PER DAY PER INCH OF DIAMETER PER MILE OF LENGTH, OR THE COMPUTED EQUIVALENT FOR SHORTER LENGTHS OF TIME. THE CONTRACTOR SHALL MEET ALL REQUIREMENTS, CODES, AND ORDINANCES OF THE WASTEWATER TRANSMISSION AUTHORITY INCLUDING ADVANCED NOTIFICATION PRIOR TO CONSTRUCTION AND TESTING.
10. MADDEN, MOORHEAD & STOKES, LLC SHALL BE NOTIFIED A MINIMUM OF FIVE (5) FULL WORKING DAYS PRIOR TO CONSTRUCTION AND TESTING OF THE SANITARY SEWER, PHONE (407)-629-8330.
11. THE CONTRACTOR SHALL SUPPLY COMPLETE "AS BUILT" INFORMATION RELATIVE TO INVERTS, RIM ELEVATIONS, LOCATION OF MANHOLES AND LENGTHS OF PIPE. LATERALS SHALL BE LOCATED FROM THE CENTERLINE OF THE NEAREST DOWNSTREAM MANHOLE. THE INFORMATION SHALL BE SUBMITTED ON LEGIBLY MARKED-UP PRINTS TO THE ENGINEER WITHIN TWO (2) WEEKS OF COMPLETION OF SEWER CONSTRUCTION.
12. CONTRACTOR SHALL RECEIVE SEWER CERTIFICATION PRIOR TO PLACEMENT OF BASE COURSE.
13. MINIMUM SLOPE ON ALL SANITARY SEWER GRAVITY MAINS SHALL BE IN ACCORDANCE WITH UTILITY PROVIDER'S STANDARDS AND CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
14. ALL SANITARY SEWER LOCATIONS SHALL BE MARKED BY CUTTING AN "S" INTO THE CURB.
15. MARK RESIDENTIAL LATERALS WITH 6-FOOT HIGH PIECE OF 2"x4" PLANK PAINTED GREEN WITH LOT NUMBER CLEARLY MARKED AND AN "S" IMPRESSED IN THE CURB.
16. AIR RELEASE VALVES SHALL BE REQUIRED AT ALL HIGH POINTS ALONG THE FORCE MAIN.
17. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT AN EVEN TRANSITION IS MAINTAINED WHERE ASPHALT PAVING ABUTS MANHOLE/VALVE COVERS IN PAVED AREAS. AT EACH OF THESE LOCATIONS, THE CONTRACTOR SHALL POUR AN 8-INCH THICK CONCRETE APRON AROUND THE MANHOLE/VALVE COVER A MINIMUM OF 4'x4' AT MANHOLES, AND 2'x2' AT VALVE COVERS LEVEL WITH THE FINAL LIFT OF ASPHALT.
18. PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN MANHOLE CENTERLINE.
19. INVERTS OF SANITARY SERVICE LATERALS AT THEIR CONNECTION TO SANITARY MANHOLES SHALL BE NO MORE THAN ONE (1) FOOT ABOVE THE MANHOLE INVERT.
20. PRIOR TO PAVING, CONTRACTOR SHALL VERIFY THE AS-BUILT SANITARY SEWER PIPE SLOPES. MINIMUM SLOPES SHALL BE IN ACCORDANCE WITH THE GREATER OF FDEP OR THE UTILITY PROVIDER'S MINIMUM CRITERIA. ANY LINE NOT MEETING MINIMUM SLOPES SHALL BE RELATED BY CONTRACTOR TO MEET THE MINIMUM SLOPE REQUIREMENT AT NO ADDITIONAL COST.
21. MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SHALL BE SEALED WITH NON-SHRINKING MORTAR OR OTHER APPROPRIATE MATERIAL.
22. INLET AND OUTLET PIPES SHALL BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATER-TIGHT CONNECTION OR ANOTHER WATER-TIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL.
23. WATER-TIGHT MANHOLE COVERS SHALL BE USED WHEREVER THE MANHOLE TOPS MAY BE FLOODED BY STREET RUNOFF OF HIGH WATER.

WATER

1. ALL MATERIALS AND CONSTRUCTION REQUIREMENTS FOR THE FIRE SERVICE, WATER LINES, CHECK VALVES, BACKFLOW PREVENTERS, GATE VALVES, ETC., SHALL BE IN ACCORDANCE WITH LOCAL AGENCY STANDARD DETAILS AND CONSTRUCTION SPECIFICATIONS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN COMPLIANCE WITH AWWA STANDARDS AND IN ACCORDANCE WITH LOCAL AGENCY STANDARDS.
3. ALL PUBLIC WATER SYSTEM COMPONENTS, INCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61 AND WILL BE MARKED WITH THE NSF SEAL OF APPROVAL.
4. CONTRACTOR SHALL VERIFY SIZE AND TYPE OF EXISTING MAIN PRIOR TO ORDERING TAPPING MATERIALS FOR THE LINES.
5. SITE CONTRACTOR SHALL COORDINATE AND VERIFY ALL UTILITY SERVICES WITH FINAL ARCHITECTURAL DRAWINGS AND BUILDING CONTRACTOR.
6. SITE UTILITY WORK SHALL TERMINATE 5- FEET FROM BUILDINGS UNLESS OTHERWISE STATED.
7. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
8. THE WATER MAIN SHALL BE LOCATED ABOVE THE STORMWATER AND SANITARY MAINS AT CONFLICTS, WHERE POSSIBLE.
9. VERTICAL SEPARATION BETWEEN UNDERGROUND POTABLE WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES:
- 9.1. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
 - 9.2. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
10. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS:
- 10.1. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER. RECLATED UNDER PART III OF CHAPTER 62-610, F.A.C.
 - 10.2. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
 - 10.3. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER. RECLATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
 - 10.4. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.006(2)(F), F.S., AND RULE 64E-6.002, F.A.C.
11. AT THE UTILITY CROSSINGS DESCRIBED IN NOTES 8 AND 9 ABOVE, ONE FULL LENGTH OF WATER MAIN SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE LATERALLY SEPARATED. ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER. RECLATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
12. WATER LINES 2-INCHES, OR LESS, IN DIAMETER SHALL BE POLYETHYLENE TUBING.
13. WATER LINES 4-INCH TO 12-INCH IN DIAMETER SHALL BE NSF 1500 PVC PIPE CONFORMING TO AWWA C-900 AND BE DR-18.
14. ALL FITTINGS SHALL BE DUCTILE IRON (D.I.) OR GRAY IRON MECHANICAL JOINTS WITH A MINIMUM PRESSURE RATING OF 250 P.S.I. CONFORMING TO ANSI A-2110 / AWWA C-110, OR D.I. COMPACT FITTINGS FOR DIAMETERS 4-INCH TO 12-INCH CONFORMING TO ANSI A-2153 / AWWA C-153.
15. FROM THE POINT OF SERVICE (P.O.S.) FORWARD AS DESIGNATED BY F.S. 633, FIRE SUPPLY PIPE SHALL BE DR-14 AND TESTED AT 200 PSI FOR TWO HOURS.
16. GATE VALVES SHALL CONFORM TO AWWA C-509-87, WITH WRENCH NUT EXTENSION STEMS AND OTHER APPURTENANCES AS REQUIRED AND SHALL BE IRON BODY, FULL BRONZE MOUNTED, DOUBLE DISK, PARALLEL SEAT, NON-RISING STEM VALVES WITH O-RING SEALS AND END CONNECTIONS AS CALLED FOR ON THE PLANS. ALL TEES, CAPS, PLUGS, BENDS, VALVES, ETC., SHALL BE PROVIDED WITH GRIP RING RESTRAINTS.
17. ALL NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED TO GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. IN ADDITION, ALL PVC WATER MAINS SHALL BE A SOLID BLUE COLOR. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE.
18. SERVICE MAINS FOR FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, LATEST EDITION.
19. NEW FIRE HYDRANTS SHALL BE INSTALLED SO THAT 5'-1/4" INCH PORT IS FACING THE ROADWAY BY WHICH IT IS ACCESSED. HYDRANTS SHALL BE POSITIONED NOT MORE THAN 5 FEET AWAY FROM THE CURB OR BERM OF THE ROADWAY.
20. HYDROSTATIC TESTING AND THE DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE DONE IN ACCORDANCE WITH AWWA STANDARDS. HYDROSTATIC TESTING TO BE DONE IN ACCORDANCE WITH AWWA C-600 FOR DUCTILE IRON PIPE AND C-605 FOR PVC PIPE. DISINFECTING AND BACTERIOLOGICAL EVALUATION TO BE DONE IN ACCORDANCE WITH AWWA C-651 AND RULE 62-955.340 F.A.C.
21. THE CONTRACTOR SHALL SUPPLY COMPLETE AS-BUILT INFORMATION RELATED TO LOCATION AND ELEVATION OF ALL WATER LINES AND SERVICES. THE INFORMATION SHALL BE SUBMITTED ON LEGIBLY MARKED-UP PRINTS TO THE ENGINEER WITHIN TWO (2) WEEKS OF THE COMPLETION OF THE WATER LINE CONSTRUCTION.
22. CONTRACTOR SHALL COORDINATE ALL UTILITIES SYSTEMS TEST SCHEDULING TO ALLOW ENGINEER'S ATTENDANCE PROVIDING MINIMUM NOTICE OF FIVE (5) WORKING DAYS. CONTRACTOR'S FAILURE TO PROPERLY NOTIFY ENGINEER MAY RESULT IN RETESTING AT ENGINEER'S OPTION AND AT CONTRACTOR'S EXPENSE.
23. NEW HYDRANTS SHALL BE TESTED AND IN PROPER WORKING ORDER WITH DOCUMENTATION SUPPLIED TO THE FIRE MARSHAL PRIOR TO ANY COMBUSTIBLE CONSTRUCTION. (I.E. FIRE FLOW TEST SHALL BE PERFORMED)
24. DEFLECTIONS AT PIPE JOINTS SHALL NOT EXCEED THE LESSOR OF THOSE RECOMMENDED BY THE PIPE MANUFACTURER OR UTILITY PROVIDER'S CONSTRUCTION SPECIFICATIONS.

WATER (CONTINUED)

25. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED IN ACCORDANCE WITH SUB PARAGRAPH 62-955.32(2)(b)3, F.A.C. USING BLUE AS A PREDOMINANT COLOR. ALL DUCTILE IRON WATER MAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE BLUE IN COLOR. BACKFILL SHALL NOT BE PLACED OVER THE STRIPE FOR 48 MONTHS. APPLICATION, FOR PIPE WITH AN INTERNAL DIAMETER OF 24" OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES A LONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.
26. MARK RESIDENTIAL SERVICES WITH 6-FOOT HIGH PIECE OF 2"x4" PLANK PAINTED BLUE WITH LOT NUMBER CLEARLY MARKED AND A "W" IMPRESSED IN THE CURB. IT IS THE INTENT THAT EVERY LOT IS PROVIDED WITH A WATER SERVICE, THEREFORE IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL A WATER SERVICE TO EACH LOT.
27. PIPE MATERIALS:
- PVC MAINS - ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO APPLICABLE AWWA STANDARDS AND SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900, LATEST EDITION. PVC SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900. THE PVC SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 P.S.I. AND SHALL HAVE A DIMENSION RATIO (DR) OF 18. PIPE SHALL BE THE SAME O.D. AS DUCTILE IRON PIPE.
 - PVC JOINTS - SHALL BE IN ACCORDANCE WITH ASTM D3139.
 - DUCTILE IRON MAINS - SHALL CONFORM TO ANS/AWWA C150/C215. A MINIMUM OF CLASS 50 PIPE SHALL BE SUPPLIED.
 - DUCTILE IRON JOINTS - SHALL BE IN ACCORDANCE WITH ANSI A21.11 AND AWWA C111.
- SERVICES - SHALL BE IN ACCORDANCE WITH AWWA C901/C800 STANDARDS FOR POLYETHYLENE TUBING, CLASS 160.
28. WATER MAIN CONNECTION SHALL BE MADE UNDER THE SUPERVISION OF THE UTILITY PROVIDER. ALL VALVES SHALL BE OPERATED BY UTILITY PROVIDER PERSONNEL ONLY.
29. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT SHALL CONTAIN NO MORE THAN 0.2% LEAD.
30. NEW OR ALTERED FIRE HYDRANT LEADS SHALL HAVE A MINIMUM INSIDE DIAMETER OF 6-INCH AND SHALL INCLUDE AN AUXILIARY VALVE.
31. A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT. BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE AND SHALL BE 12 INCHES ABOVE THE TOP OF THE PIPE. THE BEDDING SHALL BE ADEQUATELY SUPPORT AND PROTECT THE PIPE, AND UNSUITABLE SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED AND REPLACED WITH CLEAN, WASHED, 3/4" BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.
32. CONTRACTOR SHALL NOT ACTIVATE WATER SERVICE UNTIL FDEP HAS CLEARED THE SYSTEM FOR USE AND THE CLEARANCE LETTER HAS BEEN RECEIVED BY THE OWNER.
33. ENGINEER RESERVES THE RIGHT TO WITHHOLD AUTHORIZATION OF PAYMENT FOR ANY PORTION OF THE UTILITIES PIPE WORK WHICH HAS NOT BEEN TESTED, OBSERVED BY ENGINEER, AND REPORTED TO CONFORM TO PROJECT SPECIFICATIONS.

RECLAIMED WATER

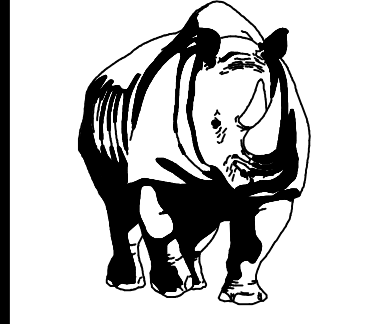
1. POLYVINYL CHLORIDE PLASTIC PIPE (PVC) 4-INCH THROUGH 12-INCH SHALL BE MANUFACTURED IN ACCORDANCE WITH ANS/AWWA C900 (LATEST EDITION). ALL DUCTILE IRON PIPE SHALL HAVE CEMENT MORTAR LINING AS SPECIFIED IN ANS/AWWA C104/A21.4 (LATEST EDITION). PIPE JOINTS SHALL BE OF THE PUSH-ON RUBBER GASKET TYPE CONFORMING TO ANS/AWWA C111/A21.11 (LATEST EDITION).
2. PIPE SIZES GREATER THAN 12" IN BOTH PVC AND DUCTILE IRON SHALL BE SEPARATELY SPECIFIED ON THE PLANS, WITH THICKNESS CLASSES TO BE SHOWN BASED ON WORKING PRESSURES, PIPE DEPTH, AND TRENCH CONDITIONS.
3. COMPACT FITTINGS FOR DUCTILE IRON PIPE AND PVC C900 PIPE SHALL BE DUCTILE IRON AND SHALL CONFORM TO ANS/AWWA C153/A21.53 (LATEST EDITION) AND SHALL BE CEMENT LINED IN CONFORMANCE WITH ANS/AWWA C104/A21.4 (LATEST EDITION). 350 PSI MINIMUM PRESSURE RATING.
4. GATE VALVES SHALL BE RESILIENT SEAT AND SHALL CONFORM TO ANS/AWWA C509 (LATEST EDITION) WITH 2-INCH SQUARE WRENCH NUT, EXTENSION STEMS AND OTHER APPURTENANCES AS REQUIRED. MANUFACTURER'S CERTIFICATION OF THE VALVES' COMPLIANCE WITH AWWA C509 (LATEST EDITION) AND TESTS LISTED THEREIN WILL BE REQUIRED. VALVES SHALL BE CLOW, MUELLER, KENNEDY, M&H, AMERICAN DARLING, OR APPROVED EQUAL.
5. VALVE BOX PADS SHALL BE 18"x18"x4" THICK CONCRETE WITH FOUR (4) REINFORCING BARS. PAD IS TO BE SET AT FINISH GRADE.
6. UNDERGROUND VALVE IDENTIFICATION (UVI) MARKERS SHALL BE PROVIDED AT EACH VALVE LOCATION. MARKERS SHALL BE 3-INCH DIAMETER AND 1/8-INCH THICK SOLID HARD BRASS WITH 1/4-INCH ROD ANCHOR WITH "TAMPER-PROOF" HOOK END. SURFACE SHALL BE ENGRAVED WITH 1/4-INCH TO 3/8-INCH CAPITAL LETTERS APPROXIMATELY .015-INCH DEEP - HAND PUNCHED LETTERS NOT ACCEPTABLE. FOR MARKER TEXT, REFER TO UNDERGROUND VALVE MARKER DETAIL. SURFACE GROUND SMOOTH AND EPOXY COATED TO PREVENT TARNISHING. MARKERS ARE TO BE WAGCO MARKERS, OR APPROVED EQUAL.
7. AIR RELEASE VALVES SHALL BE PLACED AT HIGH POINTS OF THE TRANSMISSION MAIN TO PERMIT ESCAPE OF TRAPPED AIR. THE VALVE SIZE, LOCATION, AND METHOD OF INSTALLATION SHALL BE INDICATED ON THE DRAWINGS, OR AS DIRECTED BY THE ENGINEER. AIR RELEASE VALVES SHALL BE VALMATIC OR APPROVED EQUAL.
8. VALVE BOXES ON BURIED RECLAIMED WATER SHALL BE ADJUSTABLE, CAST IRON CONSTRUCTION, WITH A MINIMUM INTERIOR DIAMETER OF 5-INCH WITH COVERS CAST WITH THE INSCRIPTION IN LEGIBLE LETTERING ON THE TOP. RECLAIMED WATER BOXES SHALL BE SUITABLE FOR THE APPLICABLE SURFACE LOADING AND VALVE SIZE, AND SHALL BE MANUFACTURED BY MUELLER COMPANY, MODEL 10364, OR APPROVED EQUAL.
9. PIPE INSTALLATION OF PVC RECLAIMED WATER MAIN SHALL BE IN CONFORMANCE WITH ASTM D2774 (LATEST EDITION). INSTALLATION OF DUCTILE IRON PIPE RECLAIMED WATER MAIN SHALL BE IN CONFORMANCE WITH AWWA C600 (LATEST EDITION).
10. RECLAIMED WATER SYSTEM PIPES SHALL BE INSTALLED SO AS TO GIVE A MINIMUM HORIZONTAL SEPARATION OF 5 FEET (CENTER OF PIPE TO CENTER OF PIPE) FROM POTABLE WATER LINES AND A MINIMUM 3-FOOT SEPARATION FORM OUTSIDE WALL TO OUTSIDE WALL AS WELL AS 18-INCH VERTICAL SEPARATION. IN THE CASE OF A CONFLICT WHERE THESE SEPARATIONS CANNOT BE MAINTAINED THE REUSE MAIN SHALL BE UPGRADED TO DIP.
11. COMPACTED BACKFILL SHALL BE TO 98 % MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 UNDER PAVEMENTS AND 112-INCH MAXIMUM LIFT THICKNESS. OTHER COMPACTION OF BACKFILL SHALL BE TO 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 WITH 12-INCH MAXIMUM LIFT THICKNESS. SEE PIPE TRENCHING DETAILS.
12. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.

RECLAIMED WATER (CONTINUED)

14. INDICATOR TAPE SHALL BE BURIED IN THE RECLAIMED WATER MAIN TRENCH 18-INCH DIRECTLY ABOVE THE MAIN. A CONTINUOUS COPPER DETECTOR WIRE SHALL BE ATTACHED AS SHOWN ON THE DETECTOR WIRE MARKER DETAIL. INDICATOR TAPE SHALL CALL OUT THAT A RECLAIMED OR NON POTABLE SYSTEM IS BELOW. PIPE SHALL BE COLOR CODED PURPLE IN ADDITION TO MARKINGS. SIGNS IN ENGLISH, SPANISH, AND INTERNATIONAL SYMBOLS SHALL BE INSTALLED NOTING THAT NO DRINKING IS ALLOWED. CONTINUITY CHECK WILL BE PERFORMED AND MUST BE ACCEPTABLE.
15. ALLOWABLE LEAKAGE FOR PVC PRESSURE MAINS WILL BE IN ACCORDANCE WITH AWWA M23.
16. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TEST PUMPING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC AND LEAKAGE TESTING. CONTRACTOR SHALL CONTACT LOCAL AGENCY, UTILITY PROVIDER, AND ENGINEER IN WRITTEN FORM, FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL PERFORM SATISFACTORY PRETESTING PRIOR TO NOTIFICATION. NO TESTING WILL BE SCHEDULED ON A MONDAY OR FRIDAY.
17. THE RECLAIMED WATER SYSTEM SHALL BE TESTED FOR LEAKAGE AT 150 PSI FOR TWO (2) HOURS PER UTILITY PROVIDER STANDARDS.
18. ALL RECLAIMED WATER PIPES SHALL BE INSTALLED USING WATER PIPE CRITERIA. MAINS SHALL BE CLASS 52 D.I. PIPE, IF 24-INCHES TO 30-INCHES COVER IS PROVIDED AND CLASS 51 IF 30-INCHES TO 36-INCHES OF COVER IS PROVIDED.
19. SIGNS SHALL BE POSTED IN THE VICINITY OF PUBLIC RECLAIMED WATER RECLAMATION IRRIGATION SYSTEMS, ADVISING THE PUBLIC THAT RECLAIMED WATER IS PRACTICED.
- FIRE
- THE 7TH EDITION OF THE FLORIDA FIRE PREVENTION CODE IS HEREBY INCORPORATED
- NFPA 1, 2021 EDITION
- NFPA 13, 2022 EDITION
- NFPA 2019 EDITION
- NFPA 24, 2022 EDITION
- NFPA 101, 2021 EDITION

DEMOLITION NOTES

1. EXISTING UNDERGROUND UTILITIES, UNLESS OTHERWISE NOTED, MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE EXCEPT WITHIN 30 FT. OF BUILDING. CAPPED AND PLUGGED PIPE ENDS SHALL BE ENCASED IN CONCRETE, 6" MINIMUM THICKNESS AROUND PIPE. MANHOLE BASES MAY BE LEFT IN PLACE PROVIDED THAT PIPE OPENINGS ARE PLUGGED AND REMAINING BASES ARE FILLED WITH CONCRETE 6" MINIMUM ABOVE HIGHEST INVERT.
2. CONTRACTOR SHALL BE KNOWLEDGEABLE OF THE CONSTRUCTION DOCUMENTS AND BE RESPONSIBLE FOR PROTECTING ANY EXISTING FACILITY SO DESIGNATED OR DESIGNATED TO BE UTILIZED IN THE WORK.
3. CONTRACTOR SHALL REMOVE ALL FOUNDATIONS, CONCRETE SLABS, AND UNDERGROUND STRUCTURES EXISTING ON THE SITE AT THE TIME OF BIDDING UNLESS OTHERWISE DIRECTED.
4. CONTRACTOR SHALL COORDINATE WITH APPLICABLE UTILITY COMPANIES TO LOCATE AND MARK EXISTING UTILITIES. CAPPING-OFF AND REMOVAL OF ALL UNDERGROUND AND ABOVE-GROUND UTILITY SERVICES EXISTING AT THE TIME OF BIDDING UNLESS DIRECTED TO BID OTHERWISE.
5. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND DISPOSING ALL WASTE MATERIALS CONSISTENT WITH ALL RULES AND REGULATIONS APPLICABLE TO THE SPECIFIC MATERIAL FOUND.
- SPECIAL PURPOSE
1. THE EXISTENCE AND LOCATION OF ANY OVERHEAD OR UNDERGROUND UTILITY LINES, PIPES, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A RESEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR THESE UTILITIES SO AS TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT AND SHALL BE RESPONSIBLE FOR ALL COST AND LIABILITY IN CONNECTION THEREWITH.



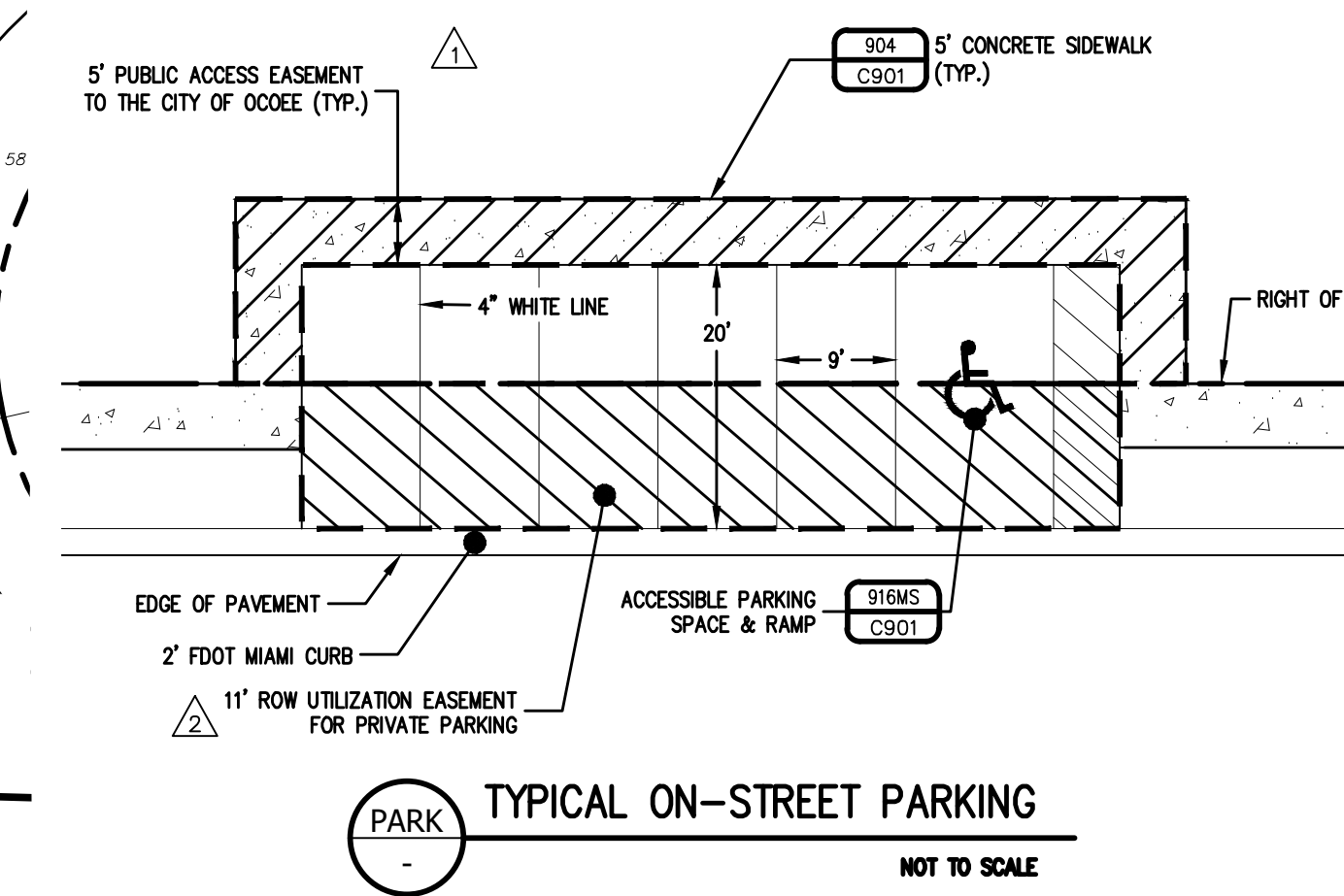
431 E. Horatio Avenue Suite 260
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(407) 629-8330

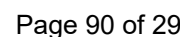


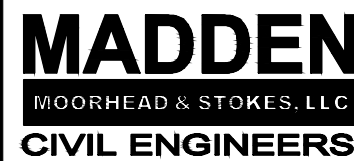
NOTE: STORMWATER PIPES OUTSIDE OF ROW WILL BE OWNED BY THE HOA WITHIN THE PROPERTY BOUNDARY. OUTFALL PIPE ON WEST ORANGE TRAIL PROPERTY WILL BE OWNED/MAINTAINED BY ORANGE COUNTY

GENERAL NOTES:

1. THE PROJECT WILL BE BUILT IN ONE PHASE.
2. THE PROJECT WILL BE DESIGNED WITH 3 STORMWATER MANAGEMENT FACILITIES THAT WILL ACCOMMODATE THE PROPERTY. THE POND/S WILL BE DESIGNED IN ACCORDANCE WITH THE CITY OF COCOE AND SRWMD STANDARDS.
3. BASED UPON FIRM MAP #10295020215F, THE SITE IS WITHIN FLOOD ZONE X.
4. WATER SERVICE WILL BE PROVIDED BY THE ORANGE COUNTY UTILITIES.
5. RECLAIMED WATER SERVICE WILL BE PROVIDED BY THE CITY OF COCOE.
6. WASTEWATER SERVICE WILL BE PROVIDED BY ORANGE COUNTY UTILITIES.
7. FIRE PROTECTION SHALL BE PROVIDED BY CITY OF COCOE FIRE AND RESCUE.
8. POLICE PROTECTION SHALL BE PROVIDED BY CITY OF COCOE POLICE DEPARTMENT.
9. ACCESS TO THE SITE WILL BE VIA FOUNTAINS WEST BLVD. TO DESERT CANDLE DR.
10. THE PROJECT ROADS WILL BE PUBLICLY OWNED AND MAINTAINED BY THE CITY OF COCOE. THE ROAD WILL BE CONSTRUCTED CONSISTENT WITH THE CITY OF COCOE STANDARDS AND DEDICATED AT THE CITY AT THE TIME OF FINAL PLAN.
11. COMMON OPENSPACE, RECREATION AREA, AND LANDSCAPE BUFFERS SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. LEGAL INSTRUMENT FOR HOA MANAGEMENT WILL BE ESTABLISHED BY THE DEVELOPER.
12. AT THE TIME OF DEVELOPMENT, THE PLANNED UNIT DEVELOPMENT, OR ANY PHASE PROMOTED FOR DEVELOPMENT, SHALL COMPLY WITH ALL CITY REGULATIONS AND ORDINANCES IN EFFECT AT THE TIME OF FINAL SUBDIVISION PLAN APPROVAL.
13. FINAL DEVELOPMENT ORDERS OR PERMITS MAY BE ISSUED ONLY UPON FINDING BY THE CITY THAT THE INFRASTRUCTURE AND UTILITIES UNDER THE CITY OF COCOE MANAGEMENT SYSTEM SHALL BE AVAILABLE CONCURRENT WITH THE IMPACTS OF THE DEVELOPMENT.
14. A HOMEOWNER ASSOCIATION WILL BE CREATED TO PROVIDE FOR THE MANAGEMENT OF COMMON AREAS AND FACILITIES INCLUDING STORMWATER MANAGEMENT AREAS AS REQUIRED BY THE CITY OF COCOE LDC.
15. THE PROJECT CONSISTS OF SINGLE-FAMILY DWELLINGS CONSTRUCTED AS 2-STORY, CONNECTED-TOWNHOME UNITS WITH ZERO FEET BETWEEN BUILDINGS. UNITS WILL BE CONSTRUCTED IN EITHER 4 OR 6-UNIT GROUPINGS. EACH BUILDING WILL BE SPRINKLED WITH AN NFPA 130 OR 13R SYSTEM.
16. STREET LIGHTING IS TO BE PROVIDED IN ACCORDANCE WITH CITY OF COCOE LAND DEVELOPMENT CODE. STREET LIGHTING PLAN, INCLUDING STREET LIGHT ASSEMBLY DETAILS, SHALL BE PROVIDED TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION OF STREET LIGHTING.
17. NO WORK SHALL BE PERFORMED WITHIN THE WEST ORANGE TRAIL PROPERTY UNTIL ACCESS EASEMENTS HAVE BEEN APPROVED BY ORANGE COUNTY BCC.
18. EXISTING SIDEWALK TO BE PROTECTED DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PERMIT TO RESTORE ANY DAMAGED SIDEWALK TO CITY OF COCOE SATISFACTION.
19. ALL EMERGENCY ACCESS ROADWAYS SHALL BE MARKED WITH SIGNAGE, MINIMUM 100-FT ON-CENTER, BOTH DIRECTIONS, DOUBLE FACED. SIGNAGE TEXT: "FIRE DEPARTMENT ACCESS ONLY". SIGNAGE SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.





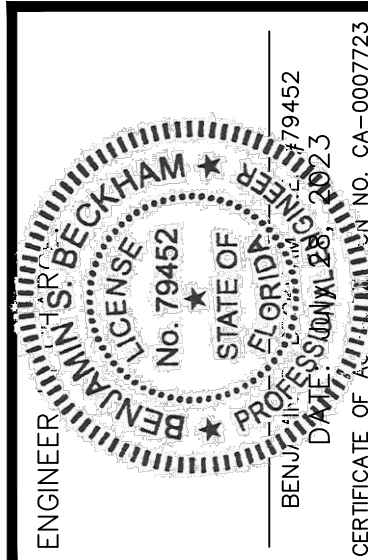


431 E. Horatio Avenue
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ORANGE COUNTY ASSET TABLES
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OC OFF
FLORIDA

CAP 5 DEVELOPMENT, LLC

3601 RIGSBY ROAD, SUITE 300
MIAMISBURG, OH 45342



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SCALE: _____ 1" = 30'
DESIGNED BY: _____ JT
DRAWN BY: _____ JT
APPROVED BY: _____ BSS

C211

PIPES

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FITTINGS

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VALVES

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HYDRANTS

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METERS

[illegible]

UTILITY CROSSINGS

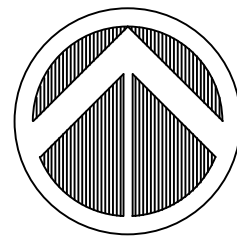
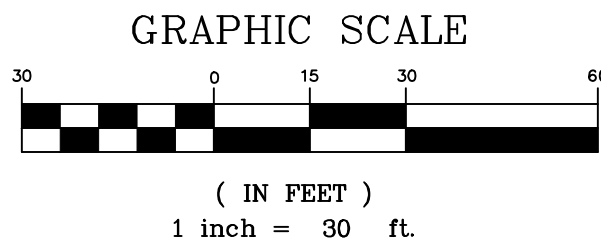
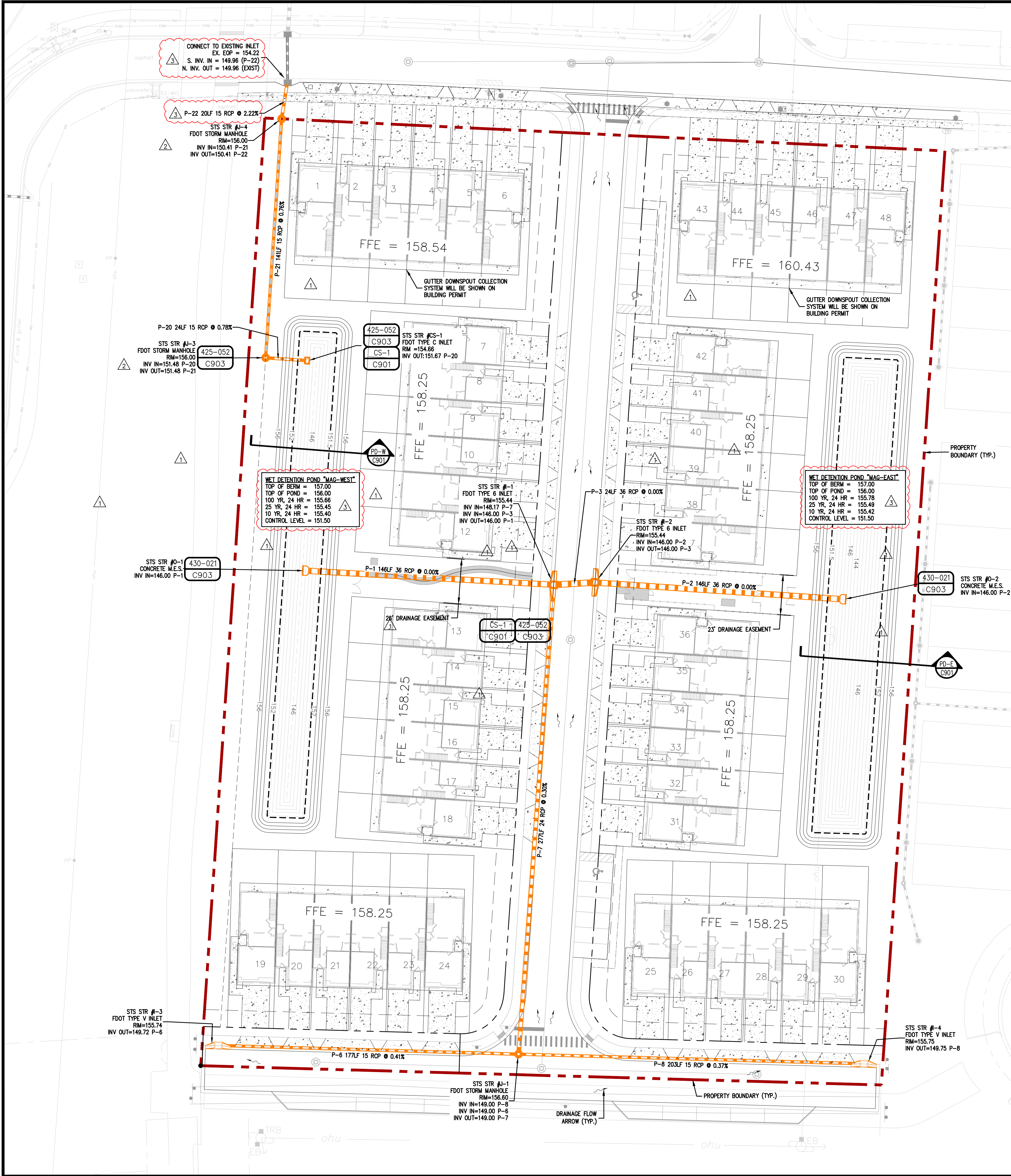
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NOTE: AT TIME OF BUILDING PERMIT, A BUILDING-SPECIFIC DRAINAGE PLAN SHALL BE SUBMITTED TO CITY OF OCOC FOR REVIEW. THE DRAINAGE PLAN SHALL SHOW A ROOF GUTTER DOWNSPOUT SYSTEM TO COLLECT ALL ROOF RUNOFF AND TRANSMIT SAME DIRECTLY TO THE NEAREST STORMWATER TREATMENT POND.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
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DRAINAGE PLAN
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOC FLORIDA

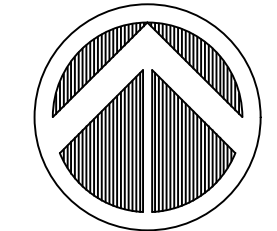
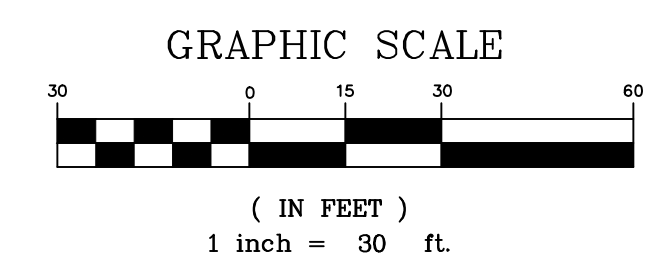
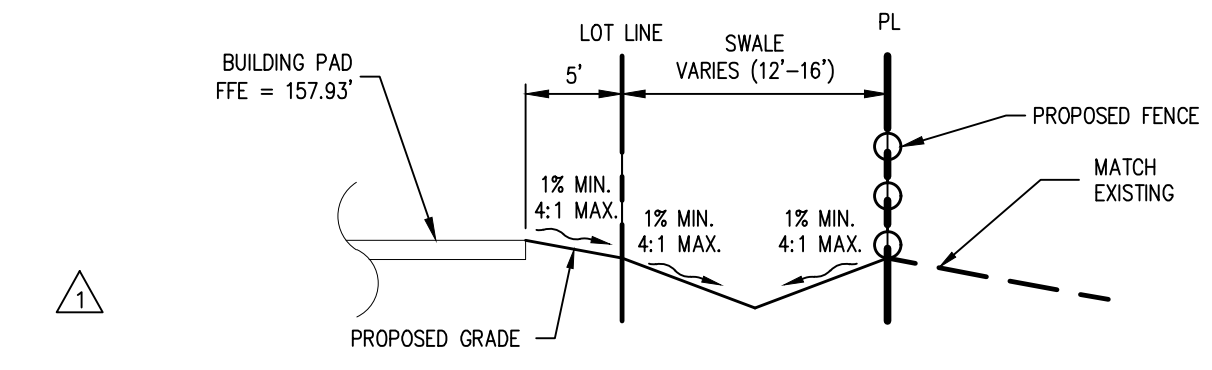
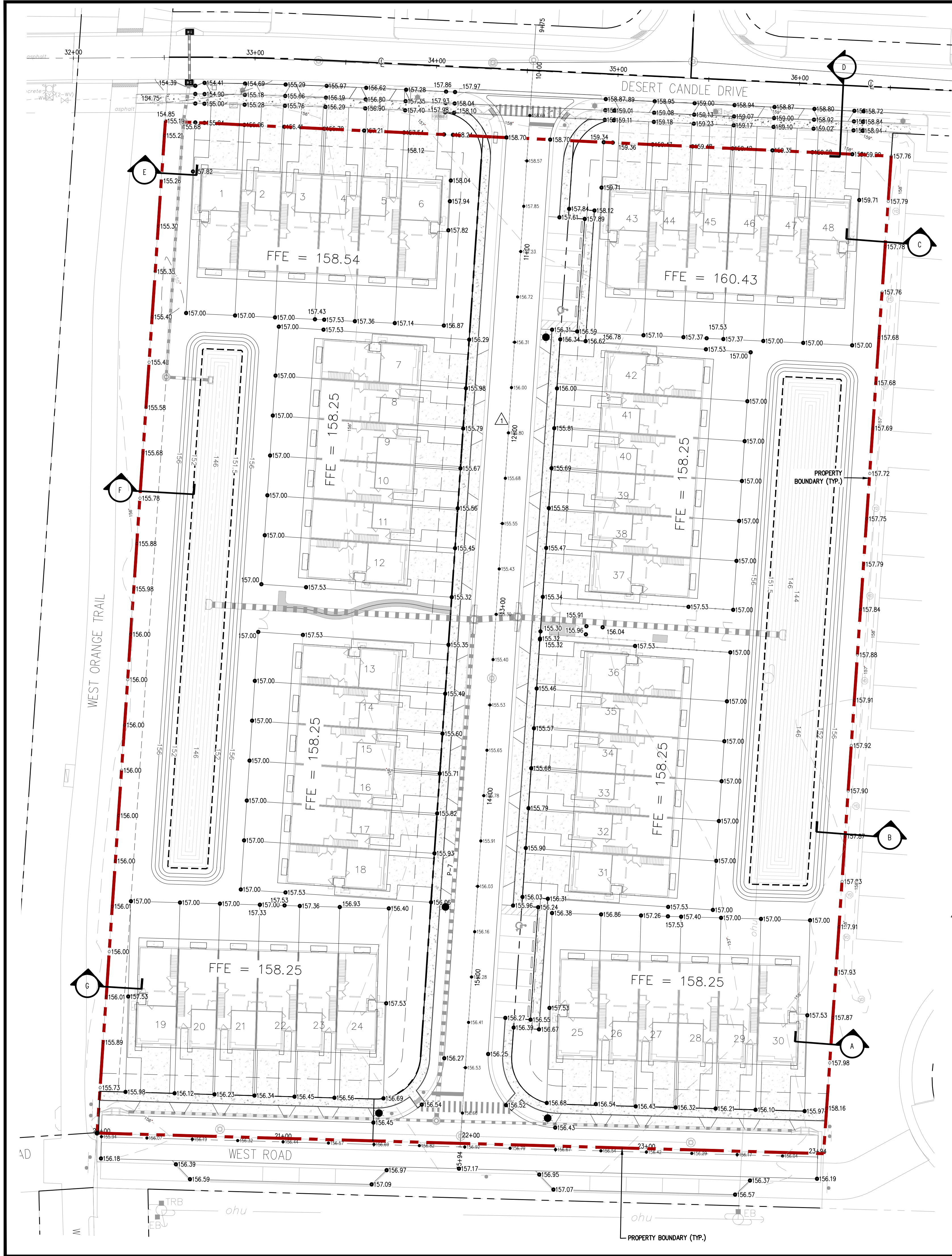
CAP 5 DEVELOPMENT, LLC
3601 RUSBY ROAD, SUITE 300
MIAMI, FL 33133

ENGINEER
BENJAMIN S. BECKHAM
No. 79462
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE: 03/14/2023
CERTIFICATE OF AUTHORITY No. CA-0007723

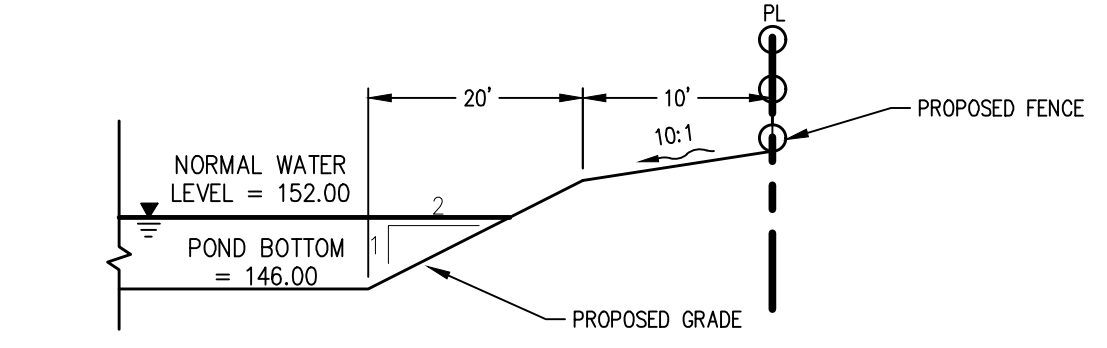
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2	04/28/23	REVISED PER CITY OF OCOC COMMENTS
3	07/26/23	REVISED PER SHIMCO COMMENTS
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JOB # 22012
DATE: 03/14/2023
SCALE: 1" = 30'
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSB

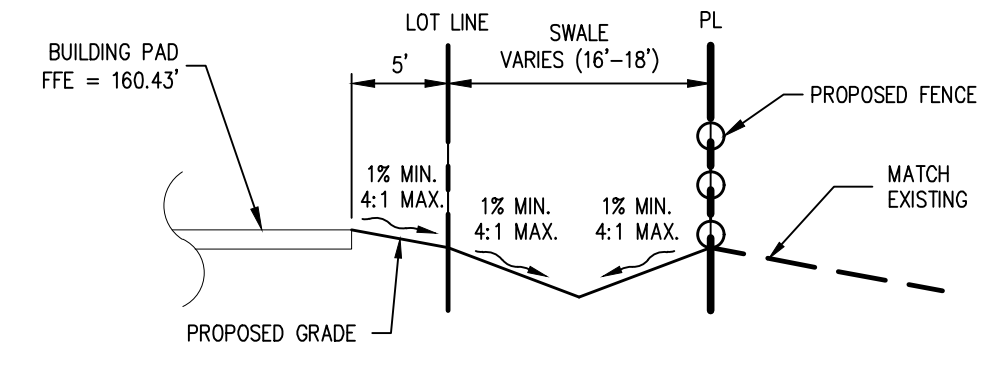
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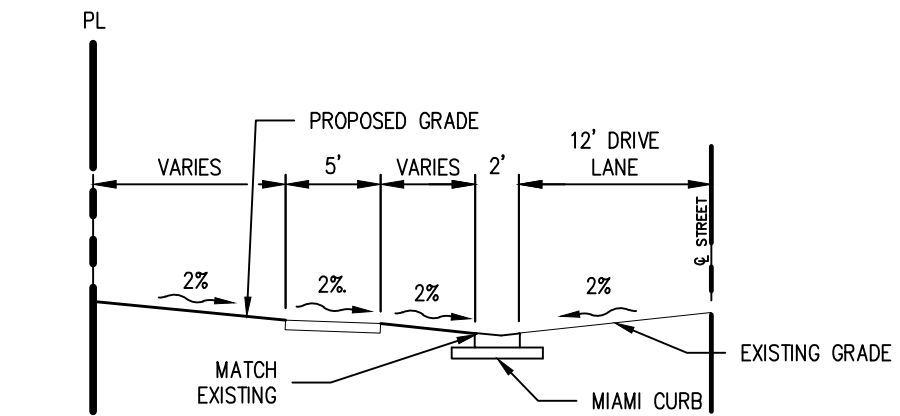
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NOT TO SCALE



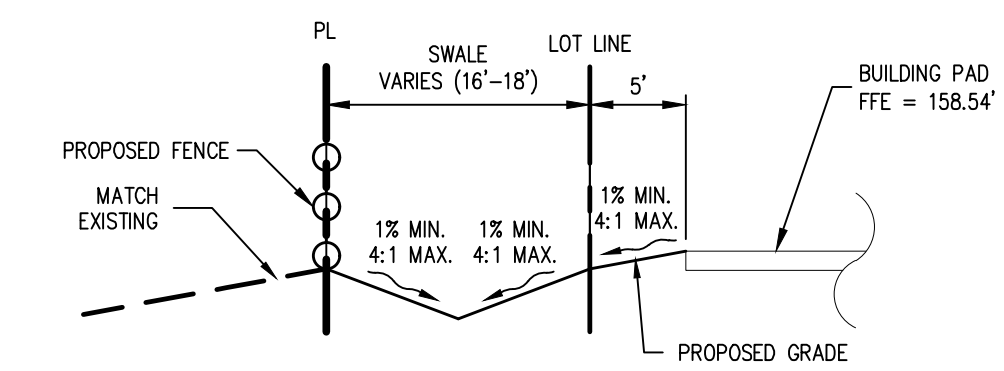
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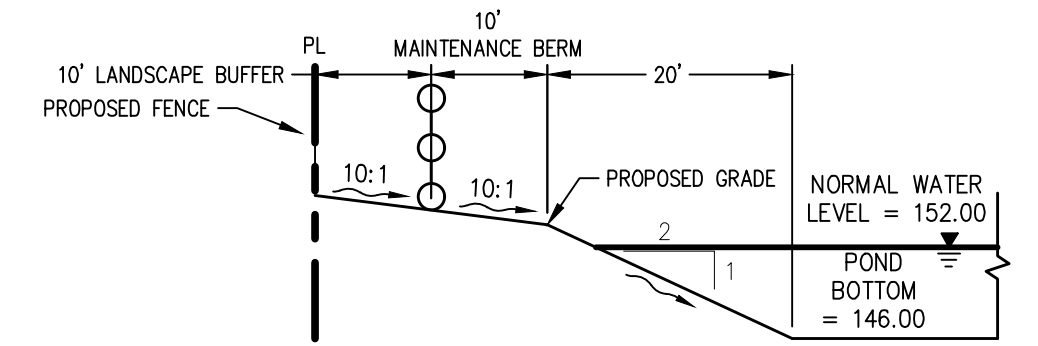
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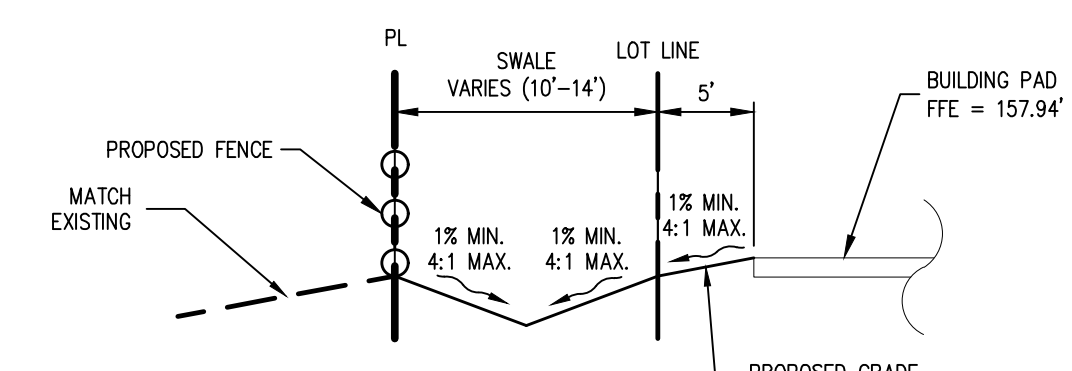
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NOT TO SCALE



E GRADING TIE-IN SECTION
NOT TO SCALE



F GRADING TIE-IN SECTION
NOT TO SCALE



G GRADING TIE-IN SECTION
NOT TO SCALE

MADDEN
WOODHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

GRADING PLAN
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOCHEE, FLORIDA

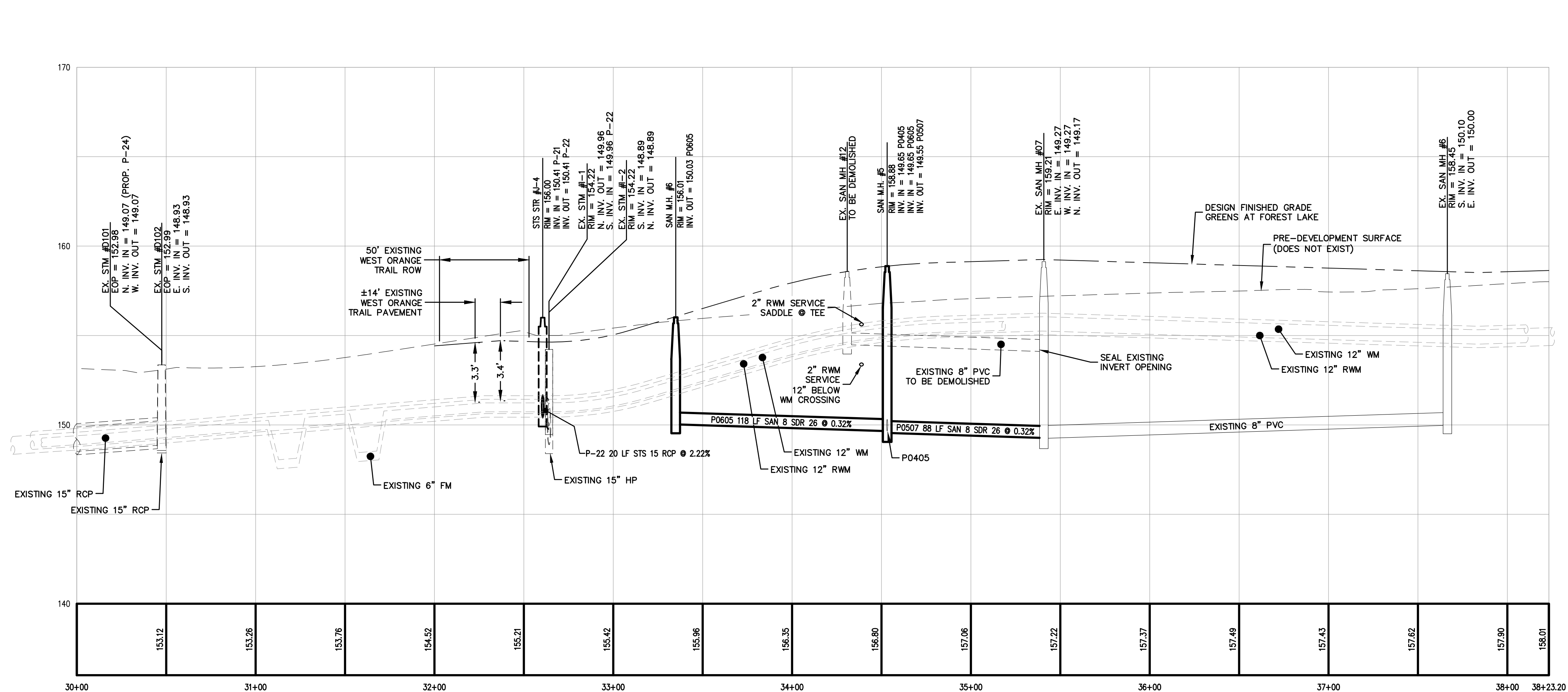
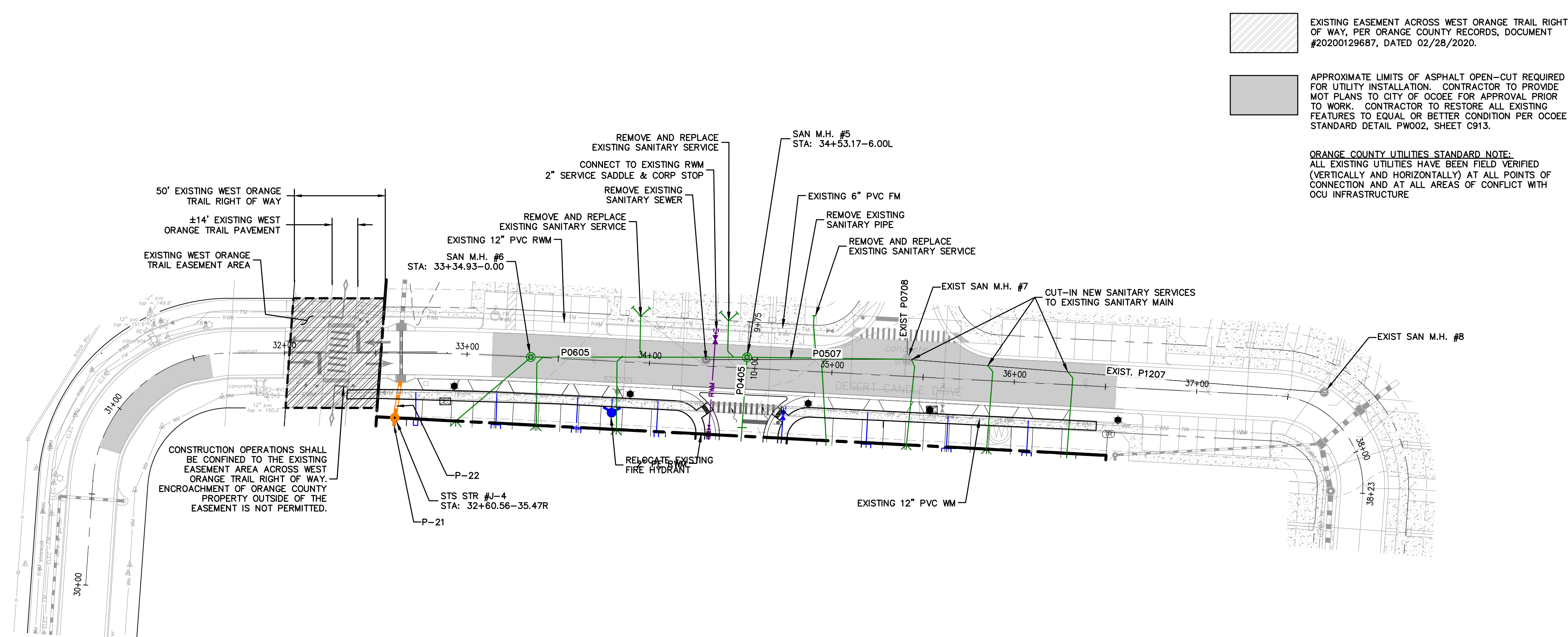
CAP 5 DEVELOPMENT, LLC
3601 RUSBY ROAD, SUITE 300
MIAMI, FL 33133

ENGINEER
S. BECKHAM
No. 79462
STATE OF FLORIDA
PROFESSIONAL SEAL
DATE: 03/14/2023
CERTIFICATE OF AUTHORITY No. CA-0007723

NO.	DATE	REVISIONS
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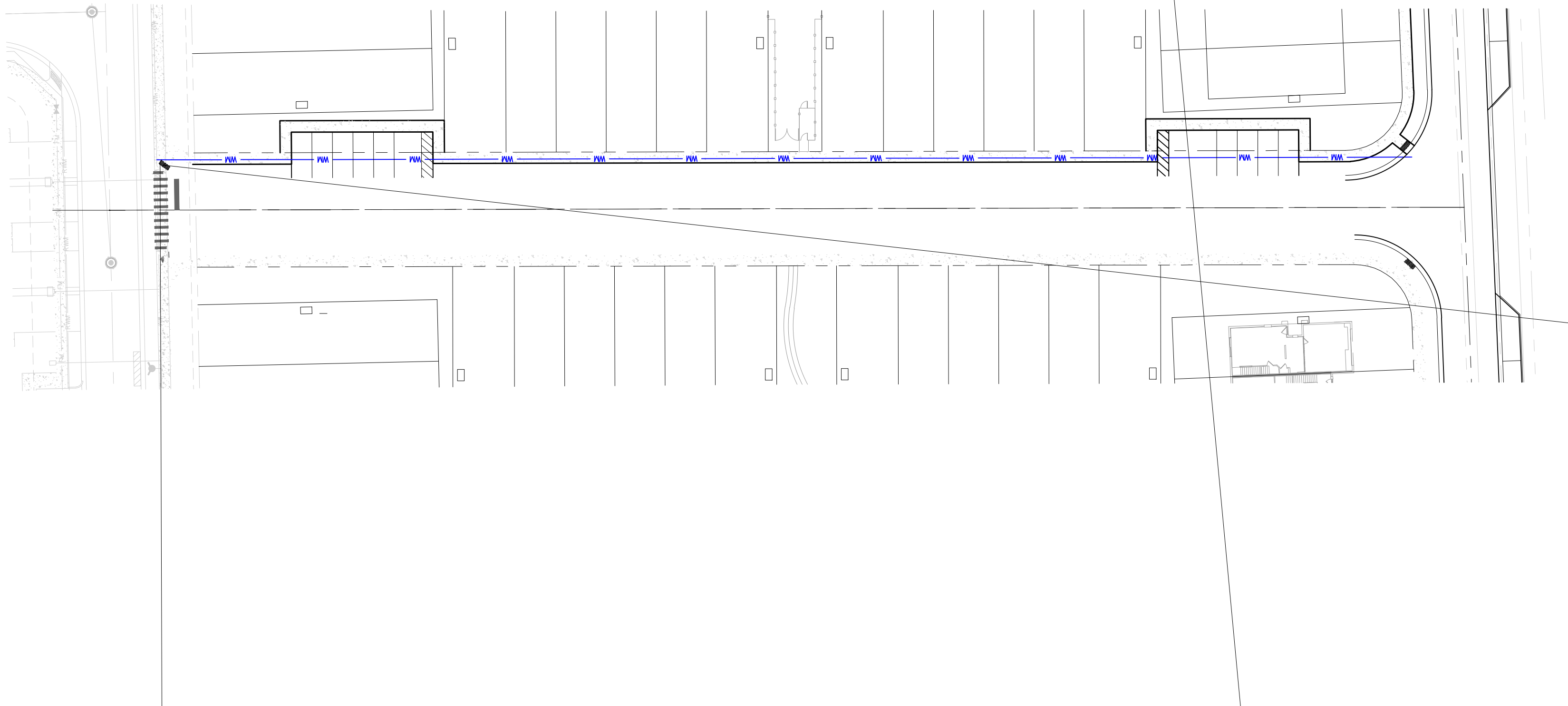
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DRAWN BY: JTT
APPROVED BY: BSB

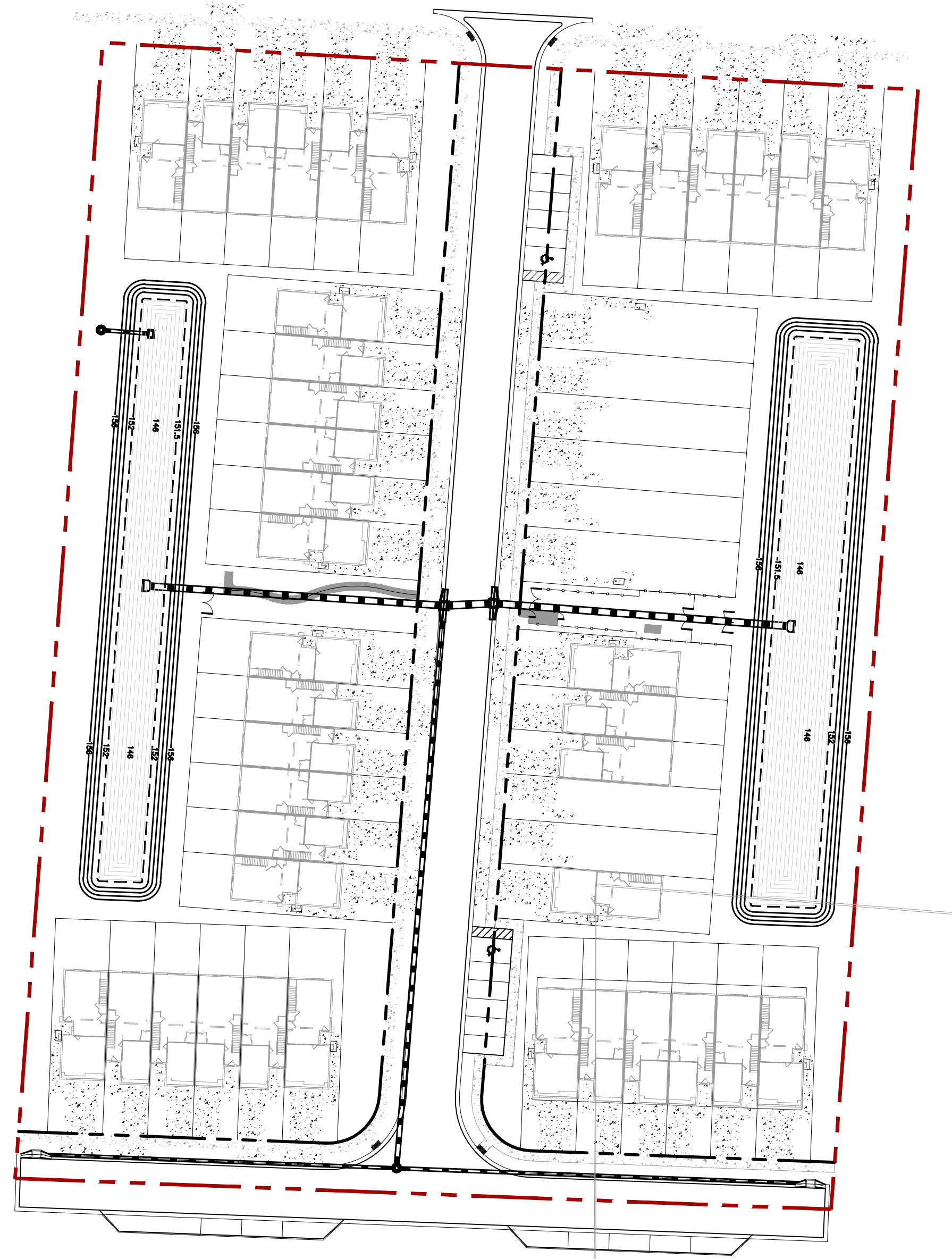
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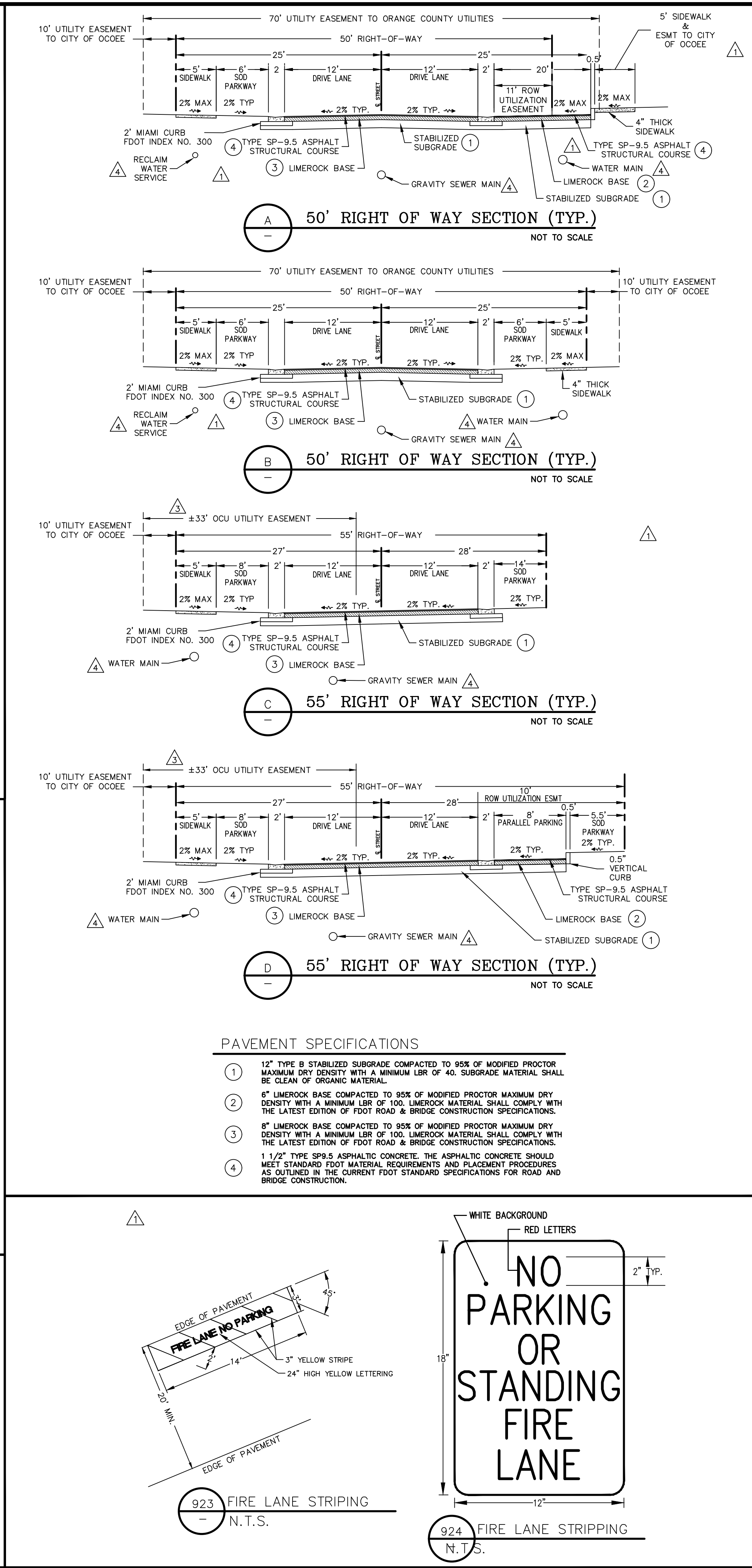
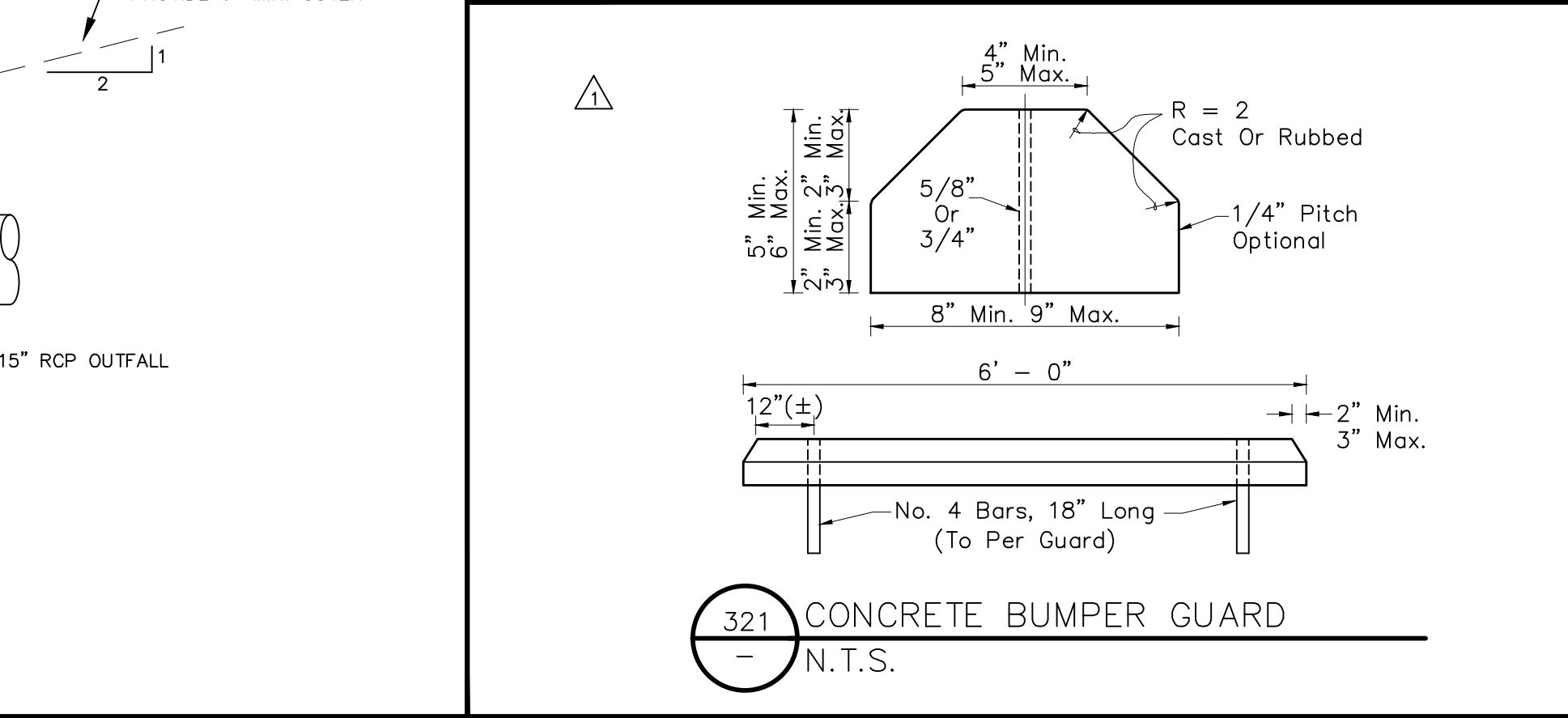
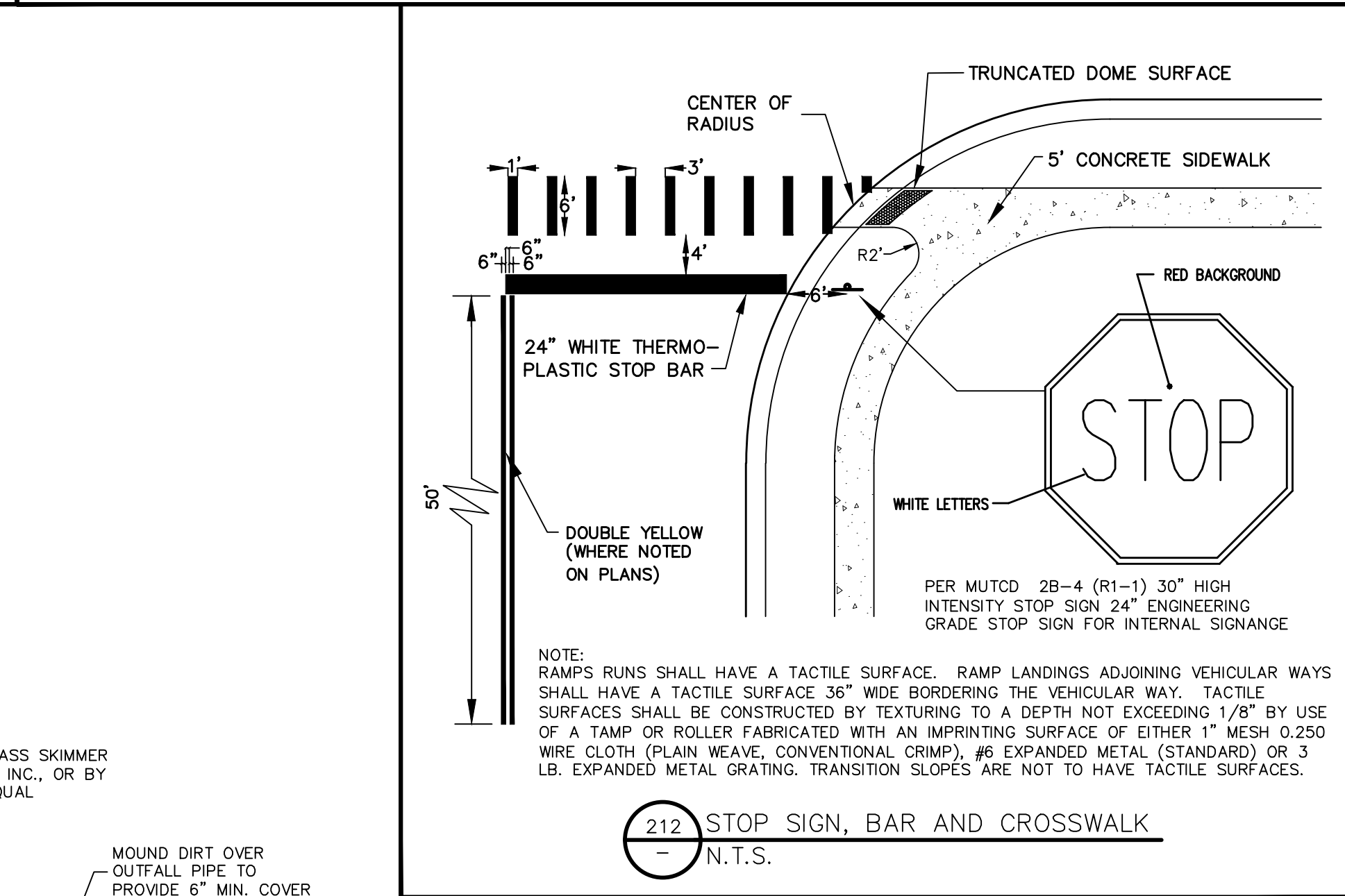
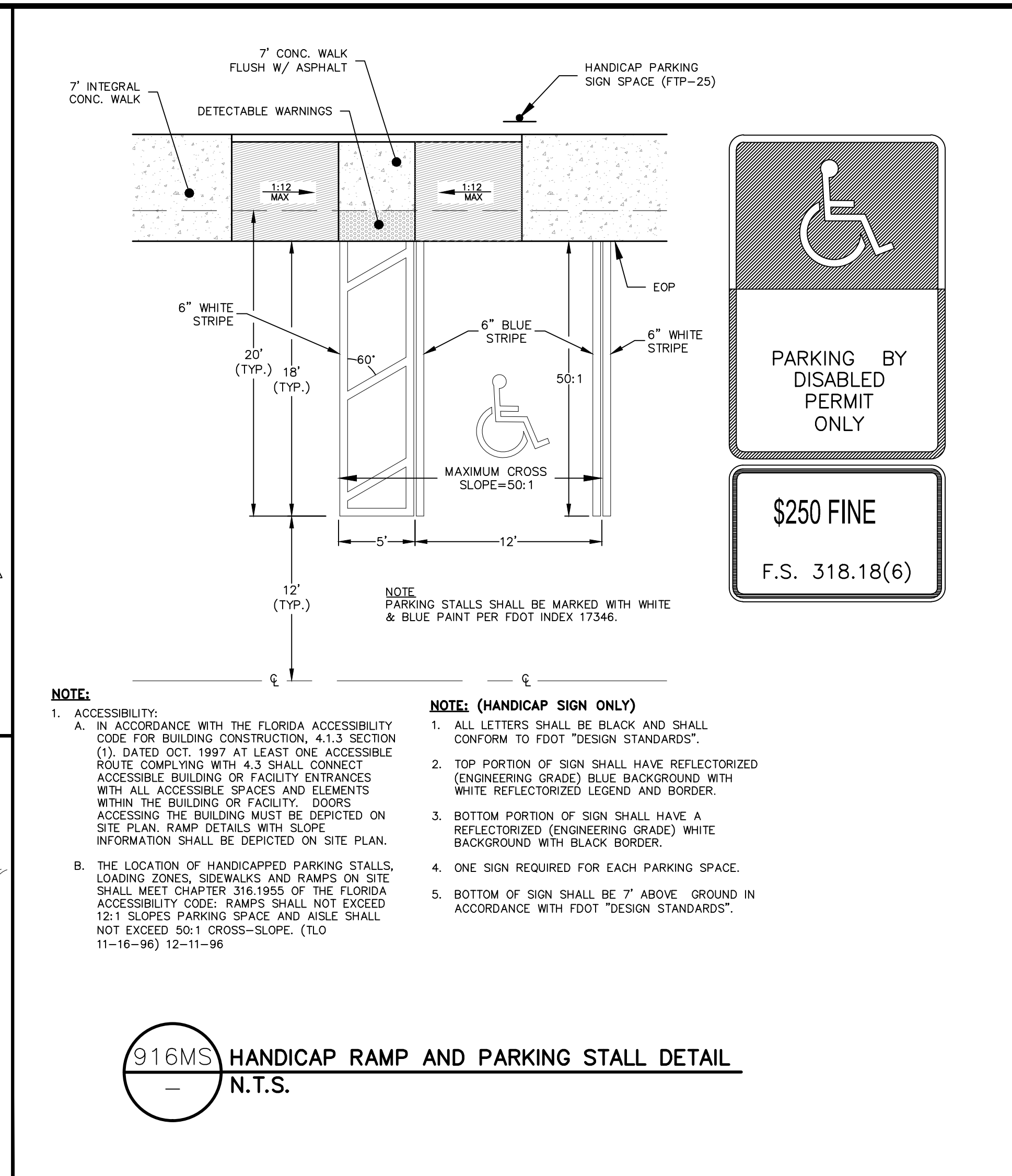
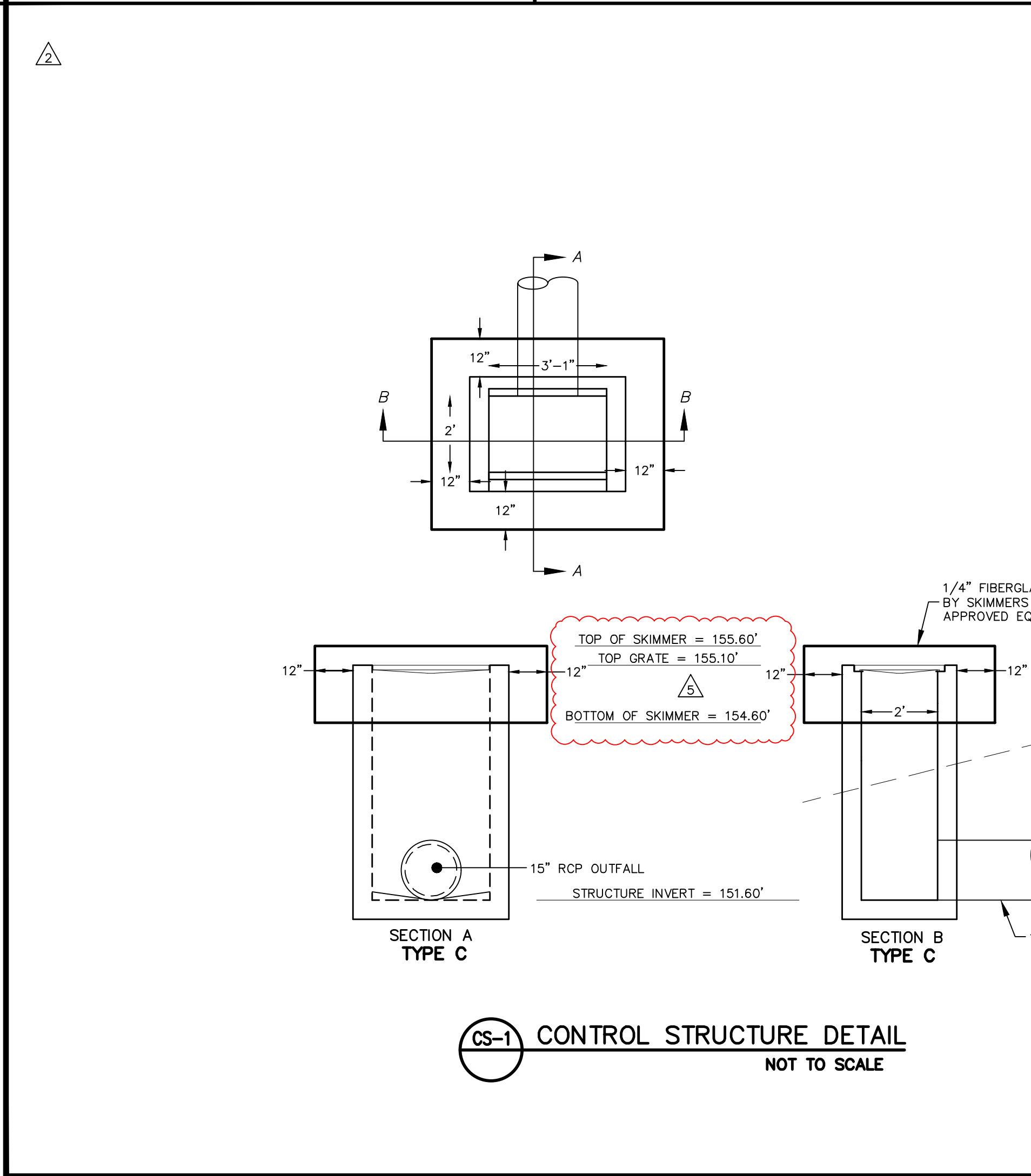
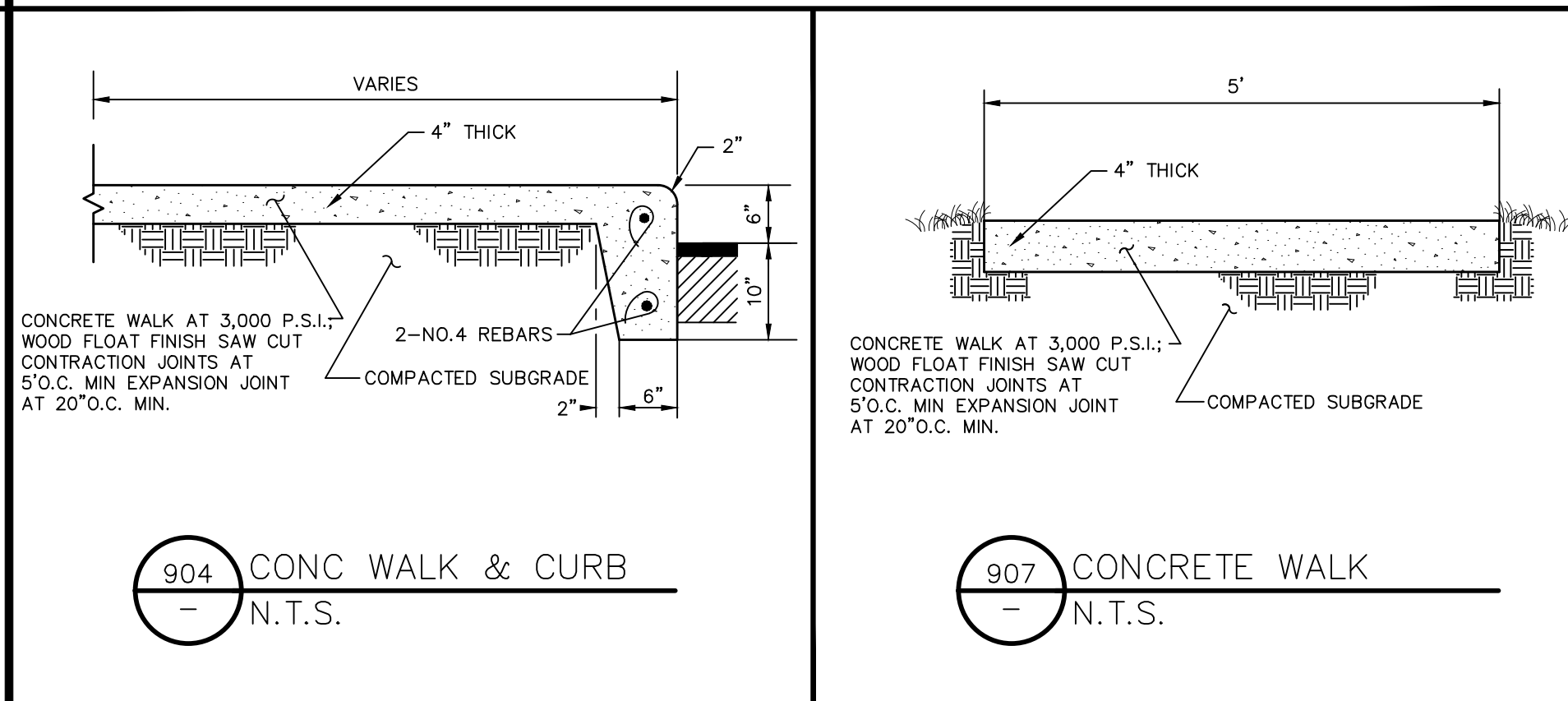
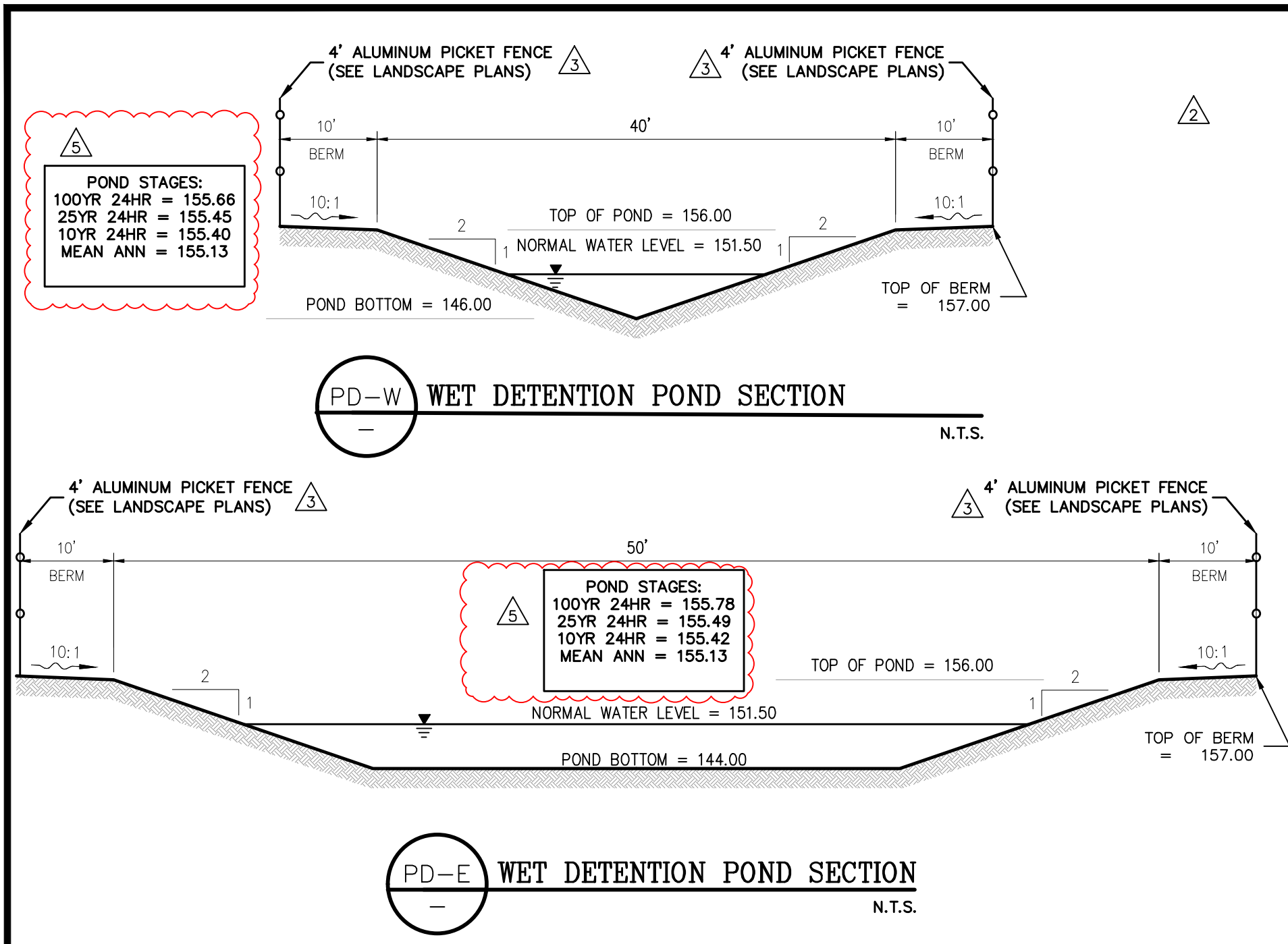


1	06/16/23	REVISED PER ORANGE COUNTY UTILITIES
2		
3		
4		
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6		
7		
8		
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10		
11		
	DATE	REVISIONS

C501







MADDEN
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431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

CONSTRUCTION DETAILS
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOC

CAP 5 DEVELOPMENT, LLC
3601 RISBY ROAD, SUITE 300
MIAMI, FL 33133

ENGINEER
BENJAMIN S. BECKHAM
No. 79462
STATE OF FLORIDA
PROFESSIONAL SEAL
DATE: 03/14/2023
CERTIFICATE OF AUTHORITY No. CA-0007723

NO.	REVISION	DATE	BY	REVISIONS
1	03/14/23	REVISD PER CITY OF OCOC COMMENTS		
2	03/14/23	REVISD PER SHAWM COMMENTS		
3	07/05/23	REVISD PER SHAWM COMMENTS		
4	07/28/23	REVISD PER SHAWM COMMENTS		
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JOB # 22012
DATE: 03/14/2023
SCALE: N/A
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSS

C901



CONSTRUCTION DETAILS
FOR
MAGNOLIA RESERVE TOWNHOMES

ENGINEER

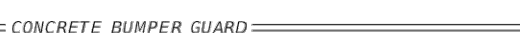
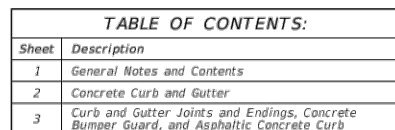


BENJAMIN S. BECKHAM, License No. 79452
PROFESSIONAL ENGINEER
DATE SIGNATURE: 05/20/2013
DATE: 05/20/2013

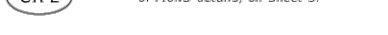
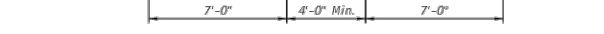
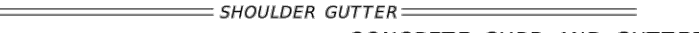
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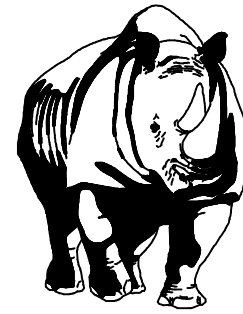
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DATE: _____ 03/14/2022
SCALE: _____ N/A
DESIGNED BY: _____ JT
DRAWN BY: _____ JT
APPROVED BY: _____ BSI

Page 100 of 295



CURB RAMP NOMENCLATURE



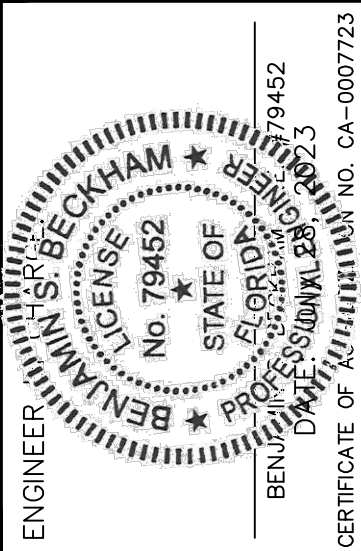


MADDEN
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431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

CONSTRUCTION DETAILS
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOCHEE, FLORIDA

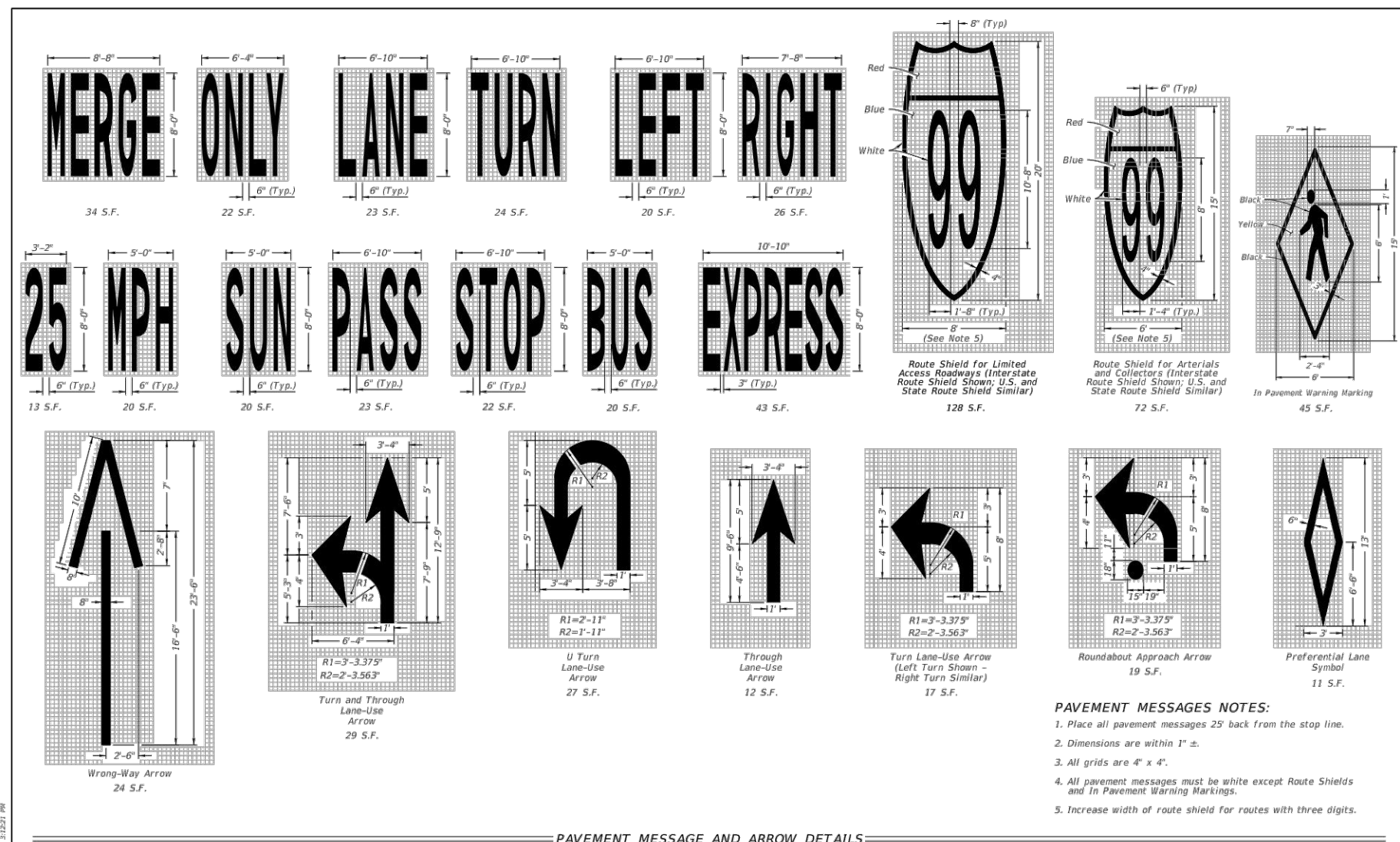
CAP 5 DEVELOPMENT, LLC
3607 RISBY ROAD, SUITE 300
MIAMI, FL 33133



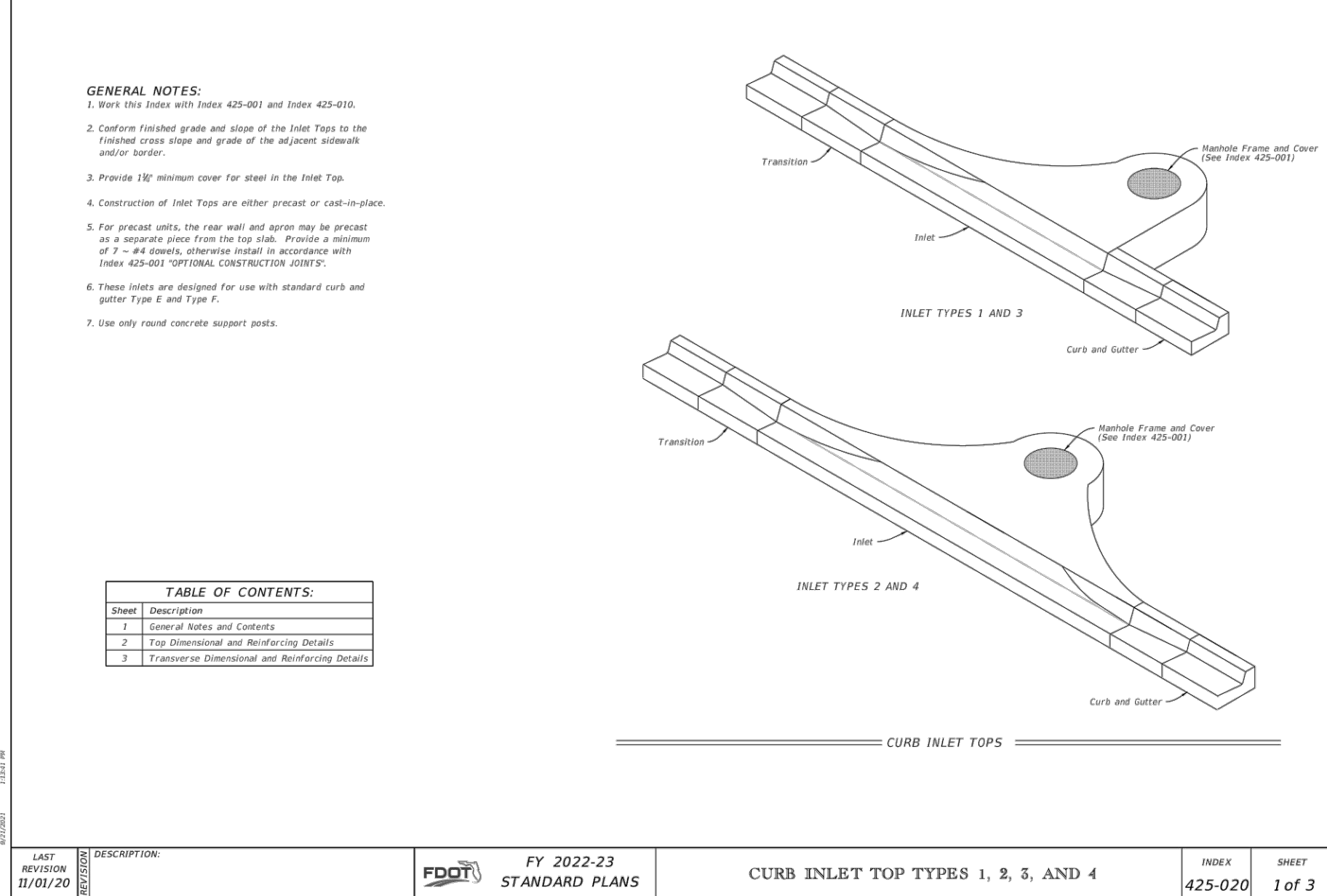
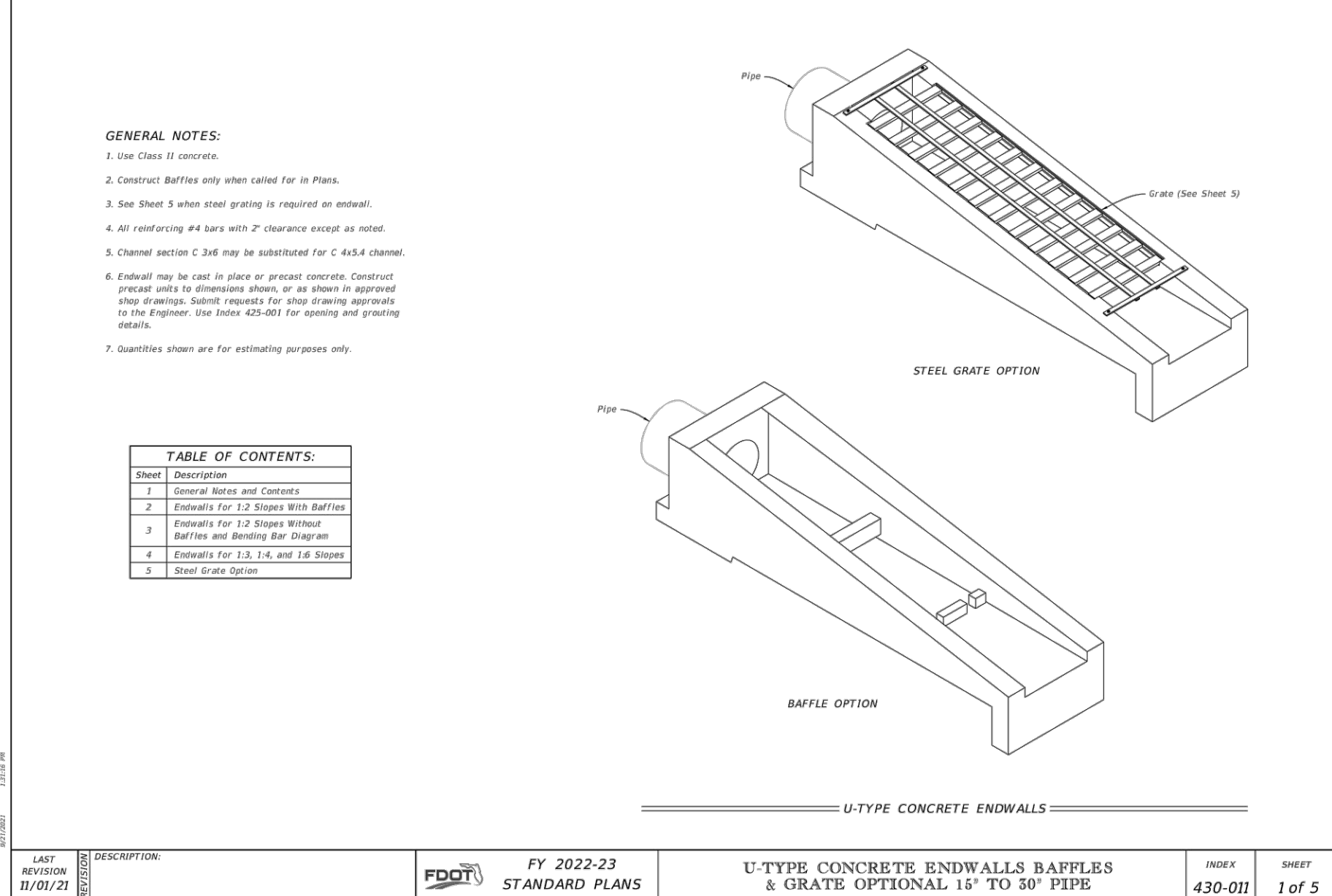
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JOB # 22012
DATE: 03/14/2023
SCALE: N/A
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSB

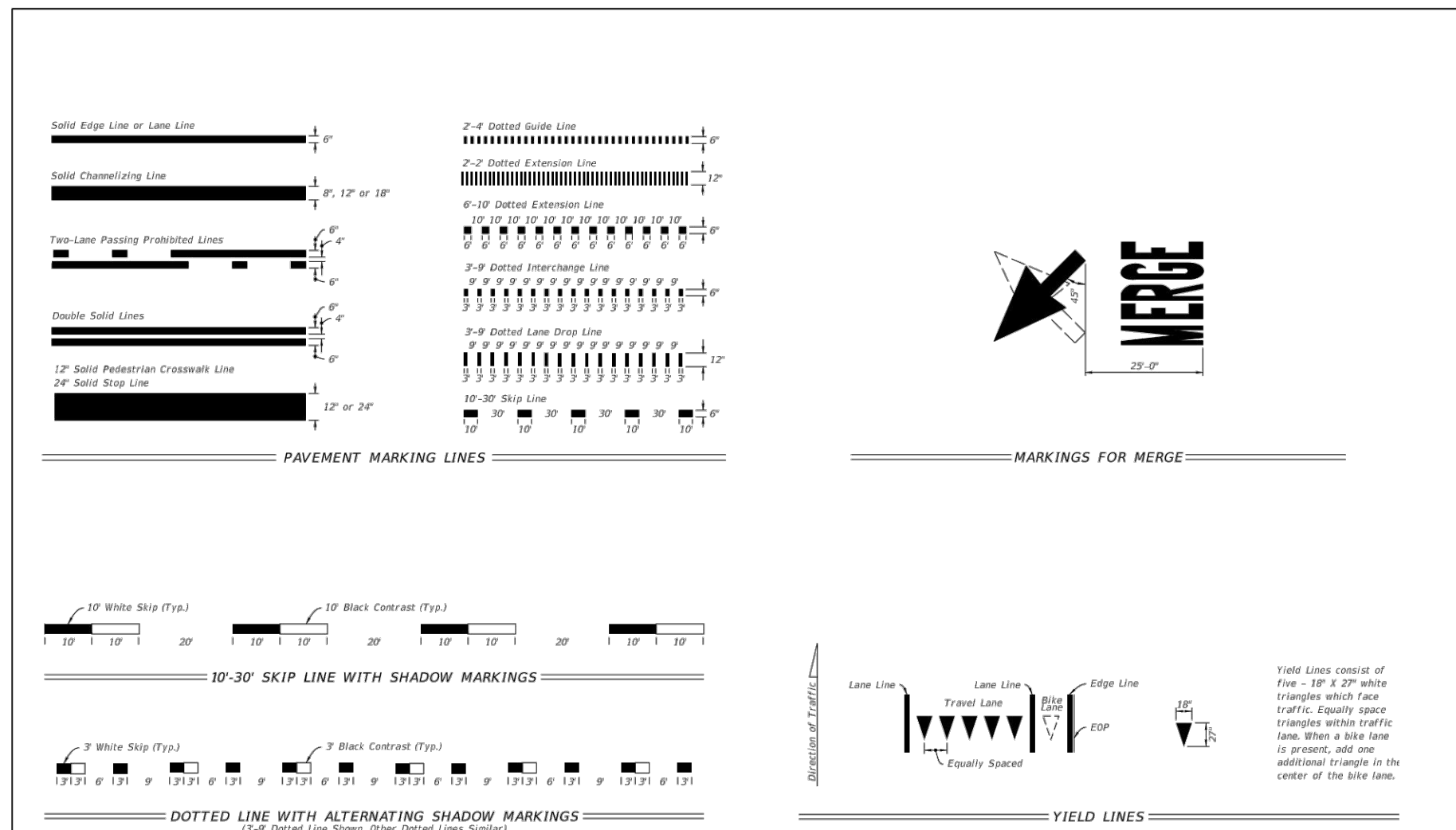
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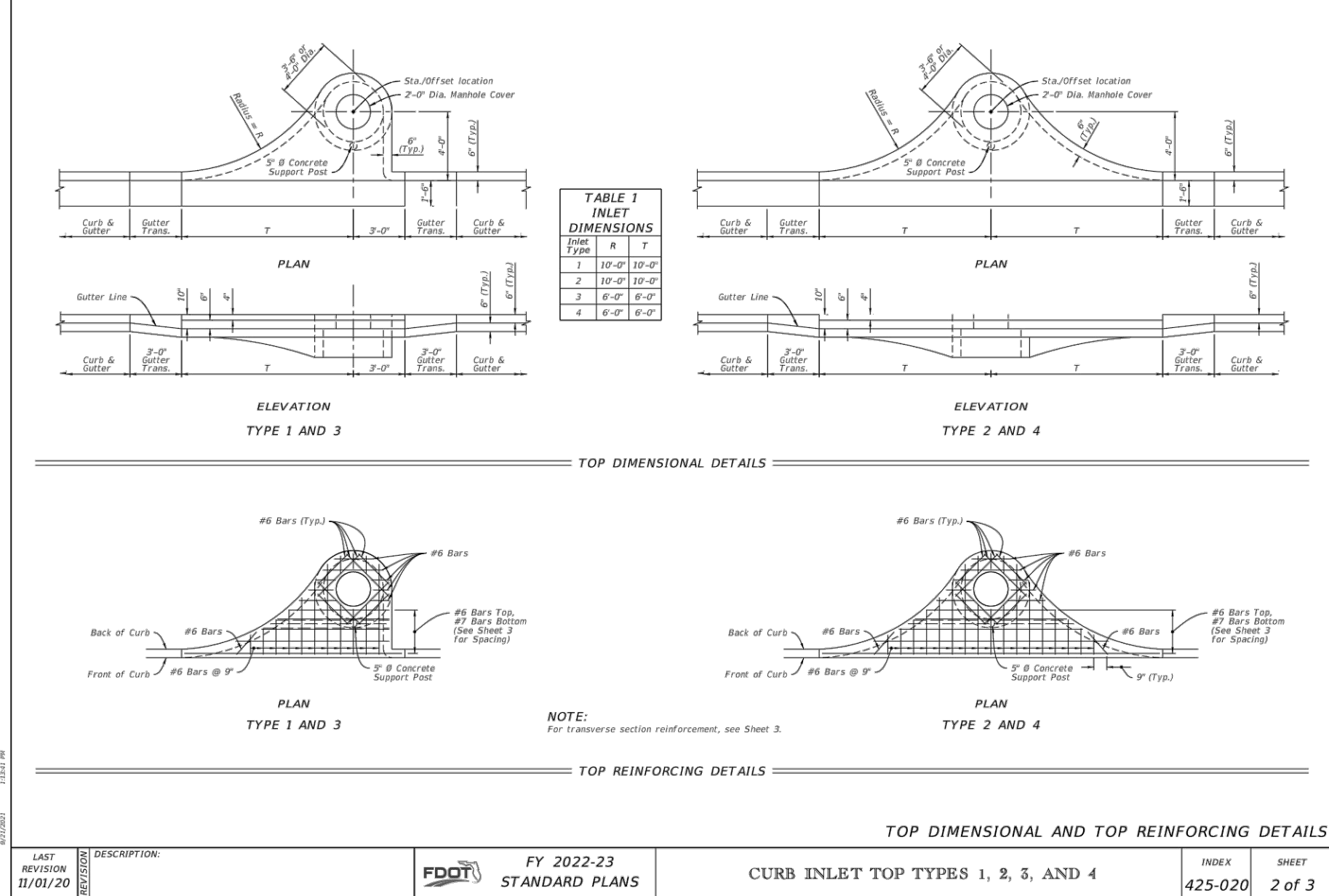
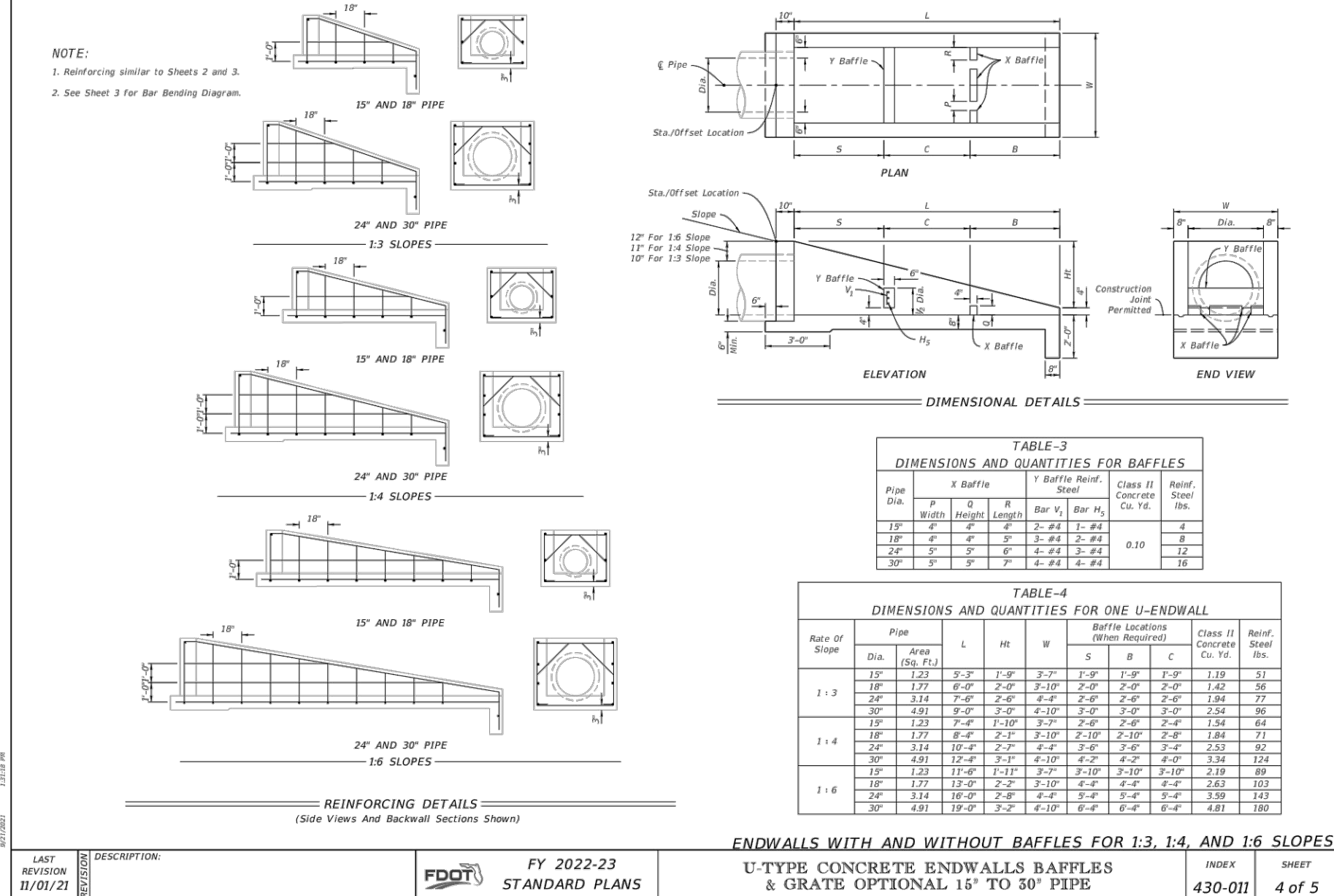
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11/01/21	FDOT FY 2022-23 STANDARD PLANS	PAVEMENT MARKINGS	711-001 1 of 13



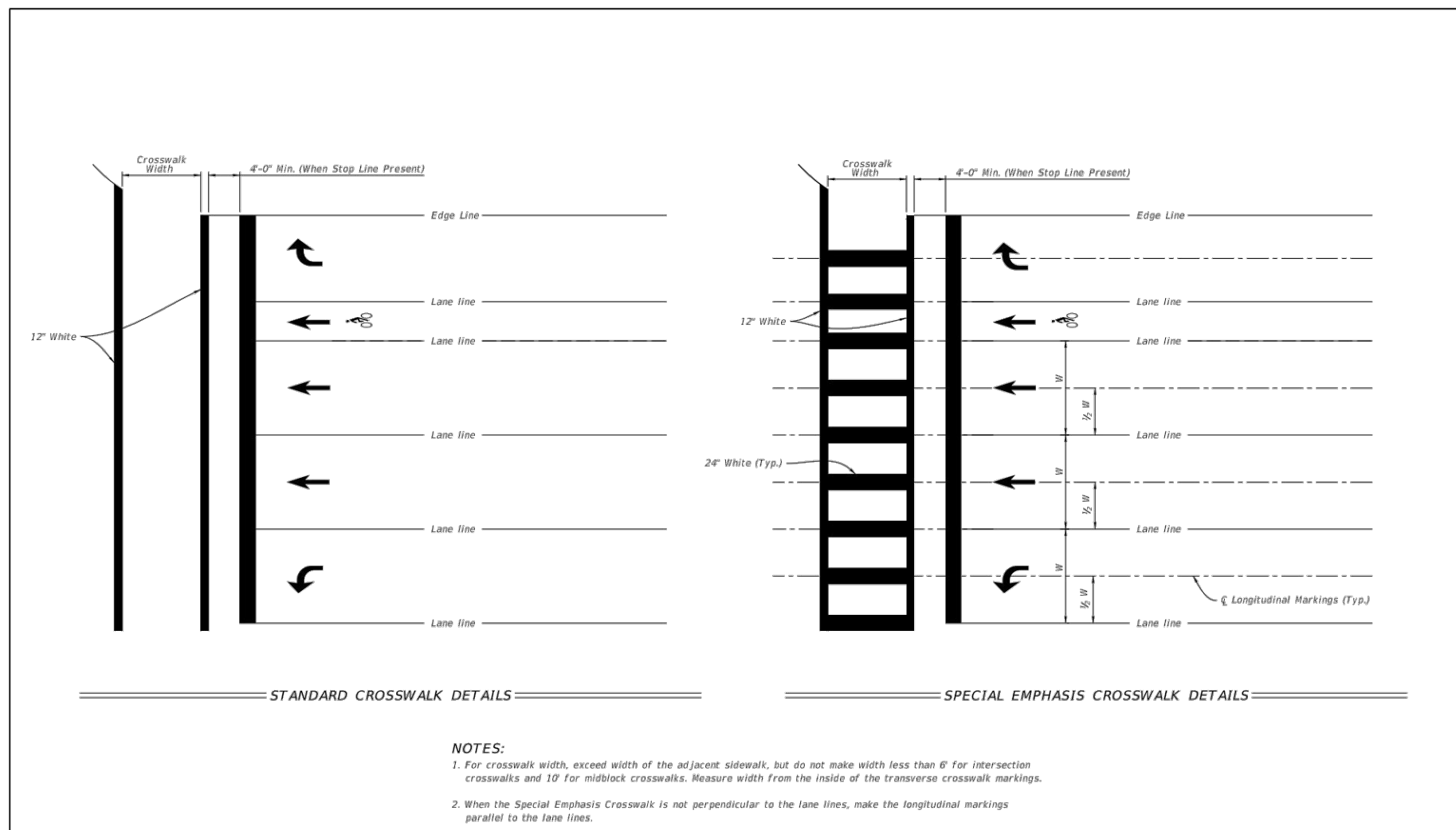
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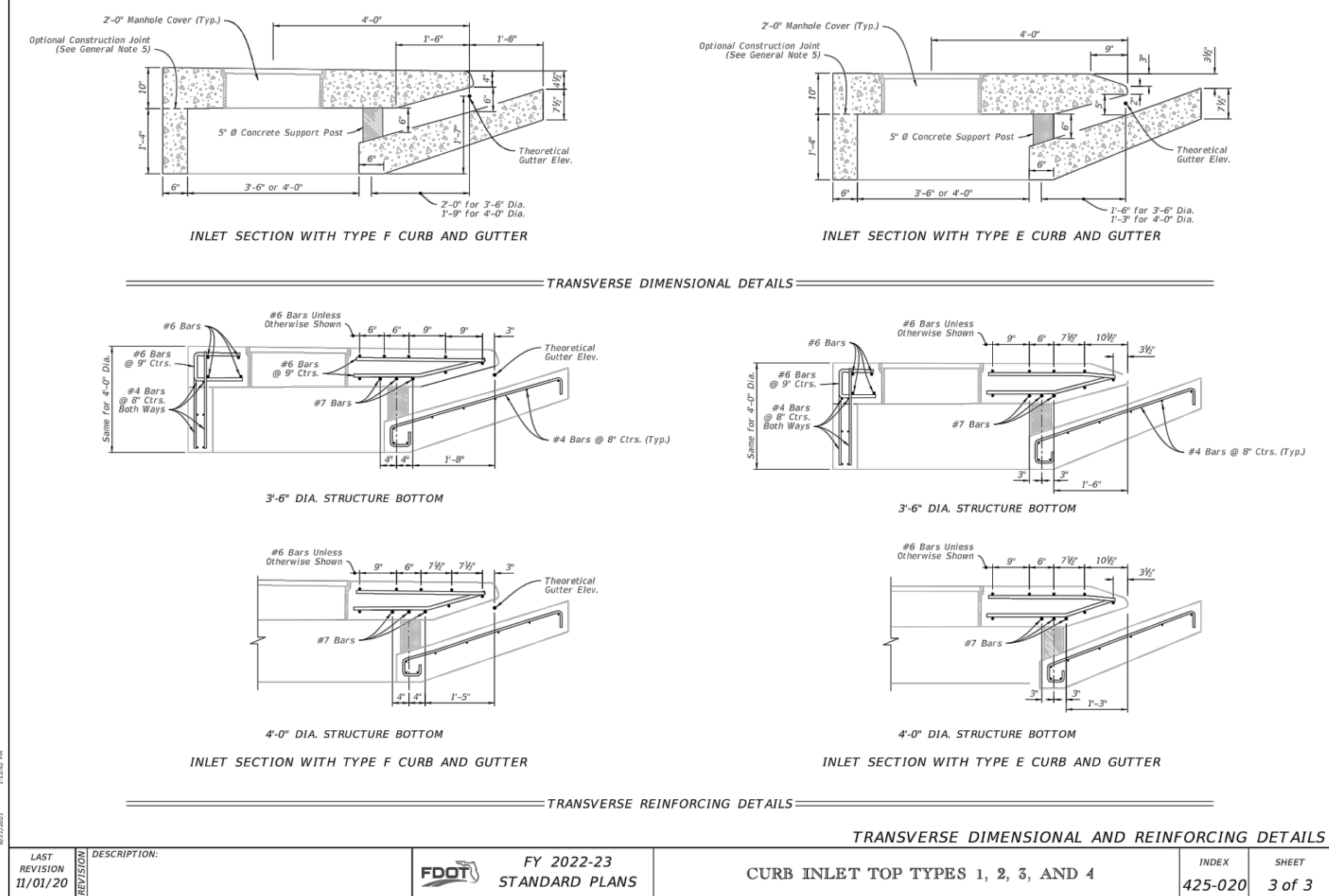
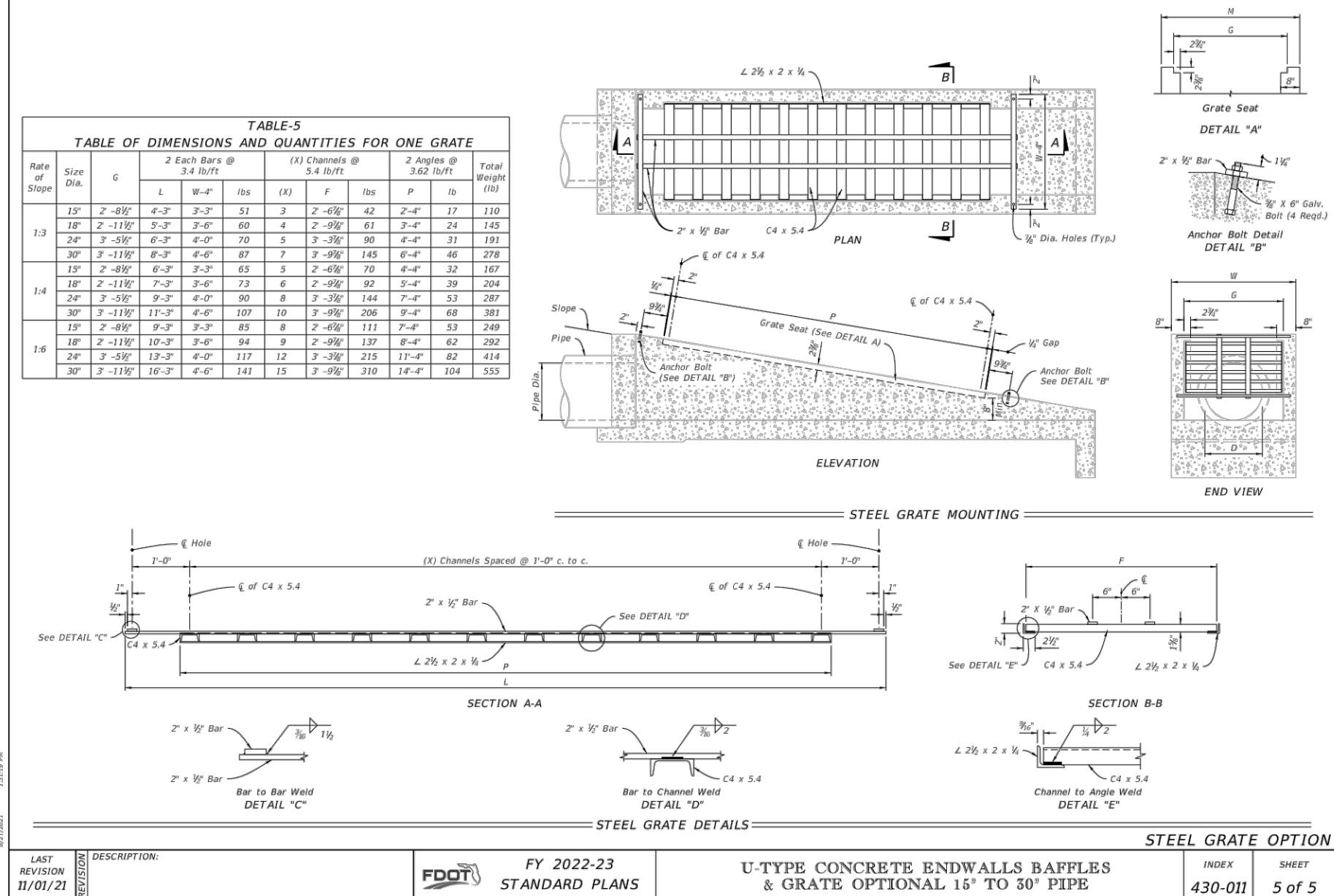
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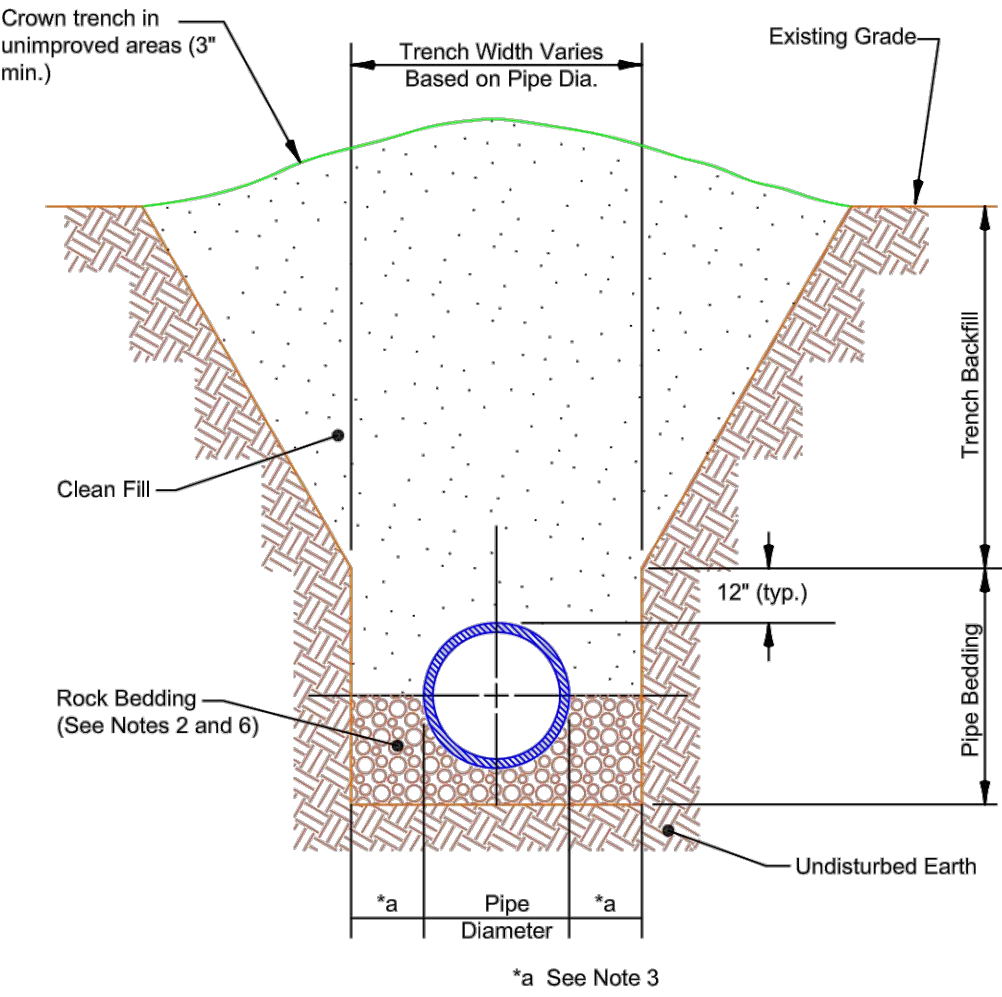
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LAST REVISION	DESCRIPTION	INDEX	SHEET
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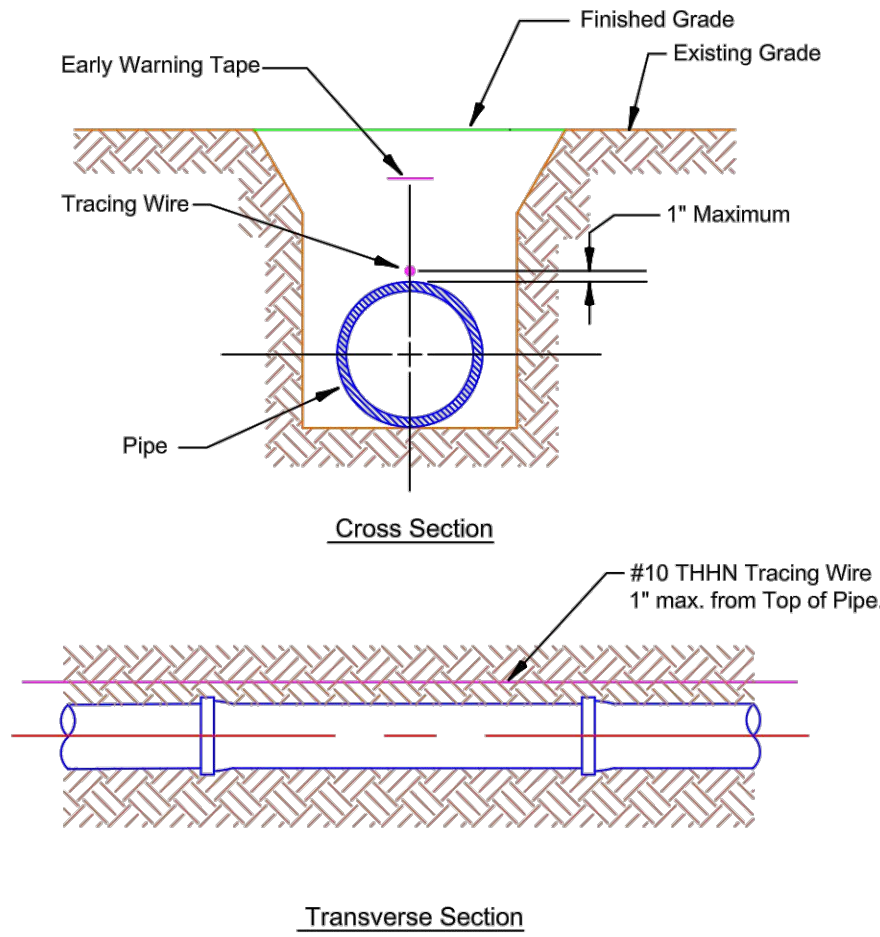
LAST REVISION	DESCRIPTION	INDEX	SHEET
11/01/20	FDOT FY 2022-23 STANDARD PLANS	CURB INLET TOP TYPES 1, 2, 3, AND 4	425-020 3 of 3



NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.
6. Gravity sewer shall have a 6" minimum rock bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
	Pipe Bedding and Trench	
UT001	DATE: September 2019	SCALE: N/A



NOTES:

1. All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe.
3. End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
6. All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection"
7. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
8. All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance

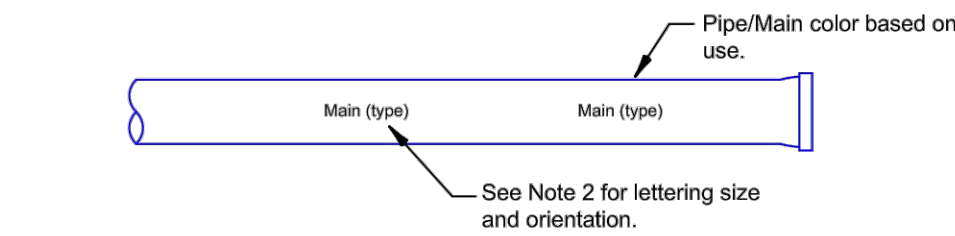
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
	Pipe Locating Wire	
UT010	DATE: April 2019	SCALE: N/A

PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	10"	12"	16"	20"
90° Bend	18	24	32	38	44	55	74
45° Bend	10	10	13	16	18	23	31
22 1/2° Bend	10	10	10	10	10	11	15
11 1/4° Bend	10	10	10	10	10	10	10
Plug or Branch of Tee	30	47	64	81	98	133	167

NOTES:

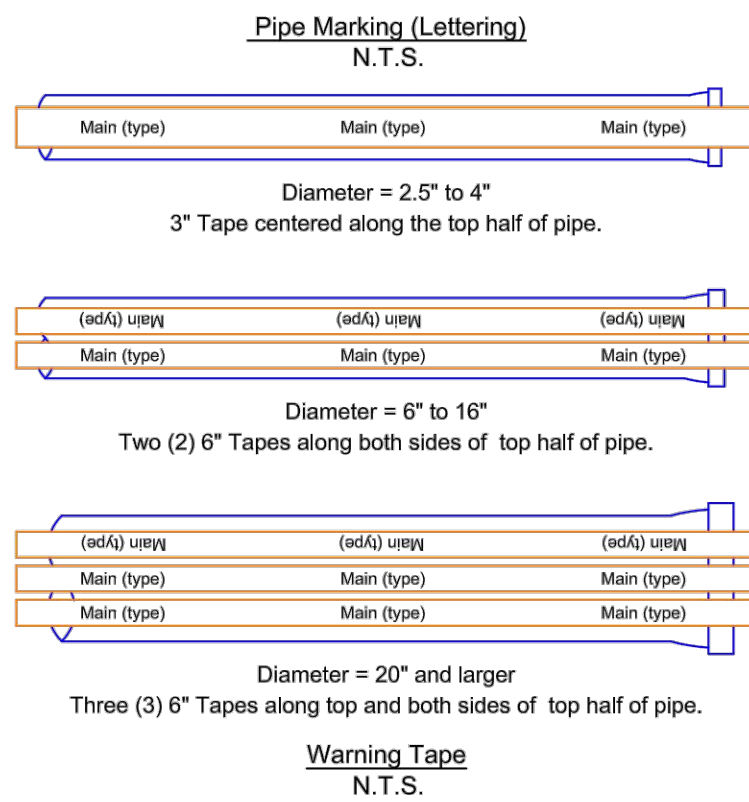
1. The restraint values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees; outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:
Working Pressure: 150 PSI
Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
Laying Conditions: 5
7. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
	PVC/HDPE Pipe Restraint Table	
UT004	DATE: April 2019	SCALE: N/A



PIPE LETTERING NOTES:

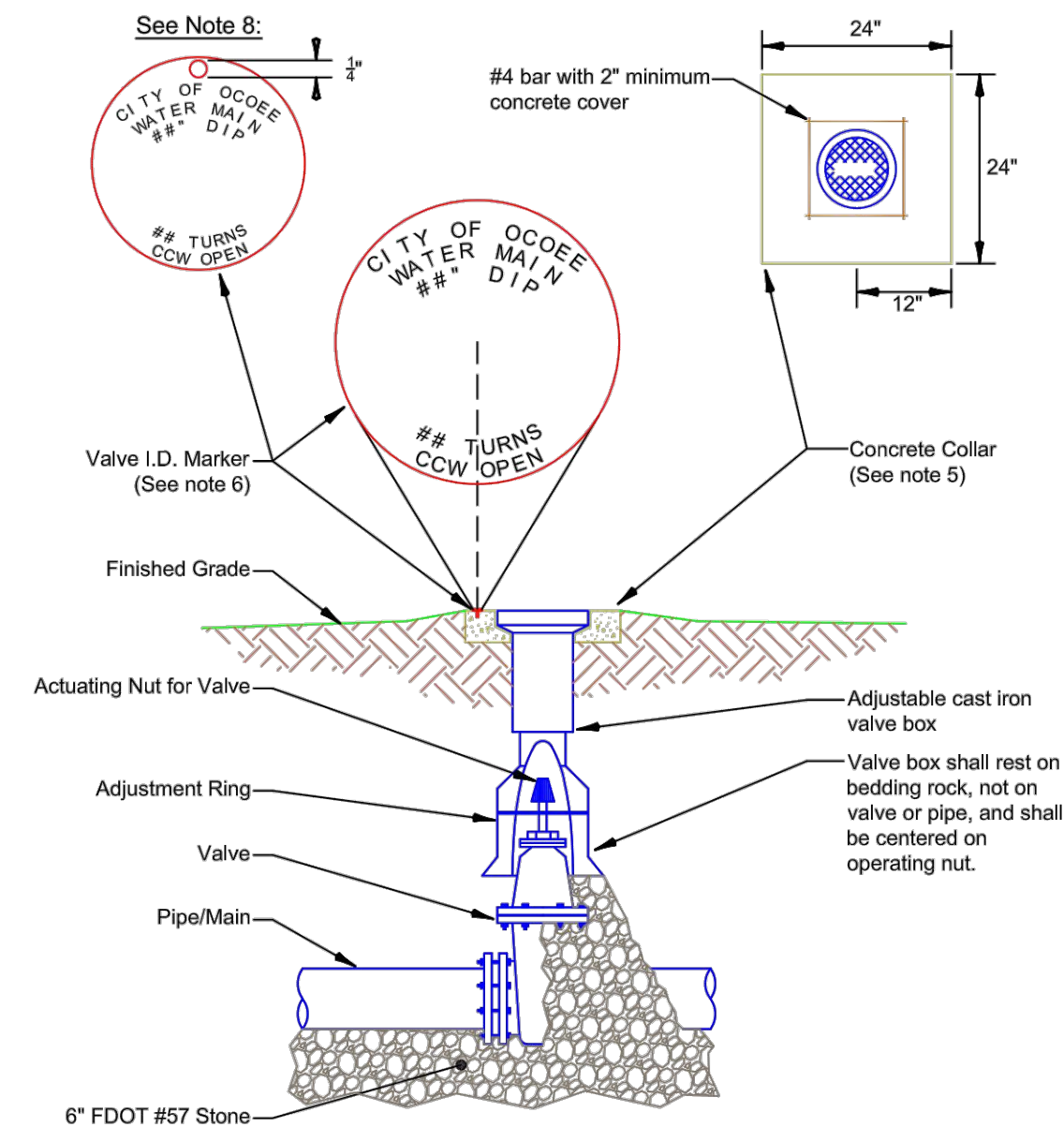
1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.



WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

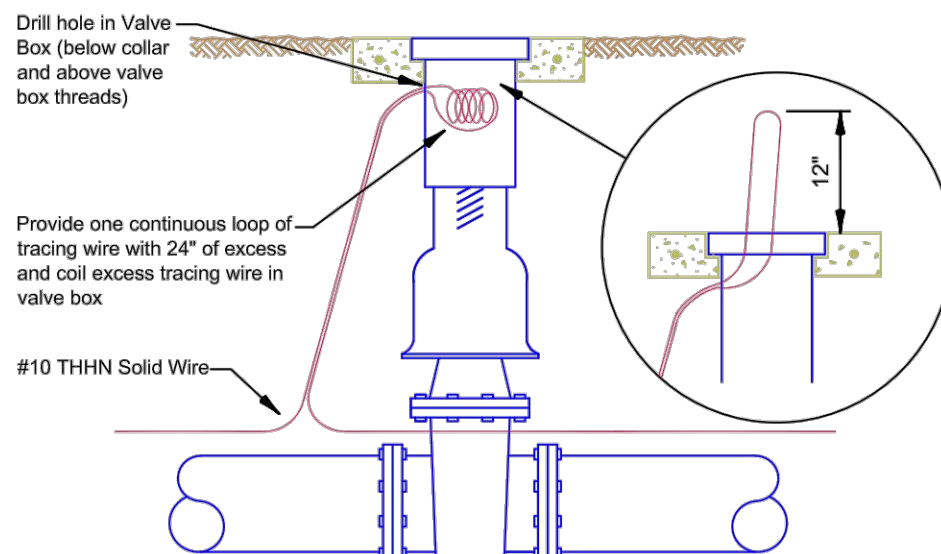
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
	Pipe Identification & Warning Tape	
UT011	DATE: April 2019	SCALE: N/A



NOTES:

1. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
3. Valve assembly shall include center spacing guide from the City's Approved Materials List.
4. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
5. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
6. Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
7. Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
8. For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
	Valve Box and Cover	
UT009	DATE: June 2021	SCALE: N/A



NOTES:

1. All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
	Tracing Wire Location	
UT012	DATE: April 2019	SCALE: N/A



CITY OF OCOEE DETAILS
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOEE

CAP 5 DEVELOPMENT, LLC
3601 RISBY ROAD, SUITE 300
MIAMI BEACH, FL 33140



NO.	DATE	REVISIONS
1	03/14/2023	1

JOB # 22012
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SCALE: N.T.S.
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSB

C911

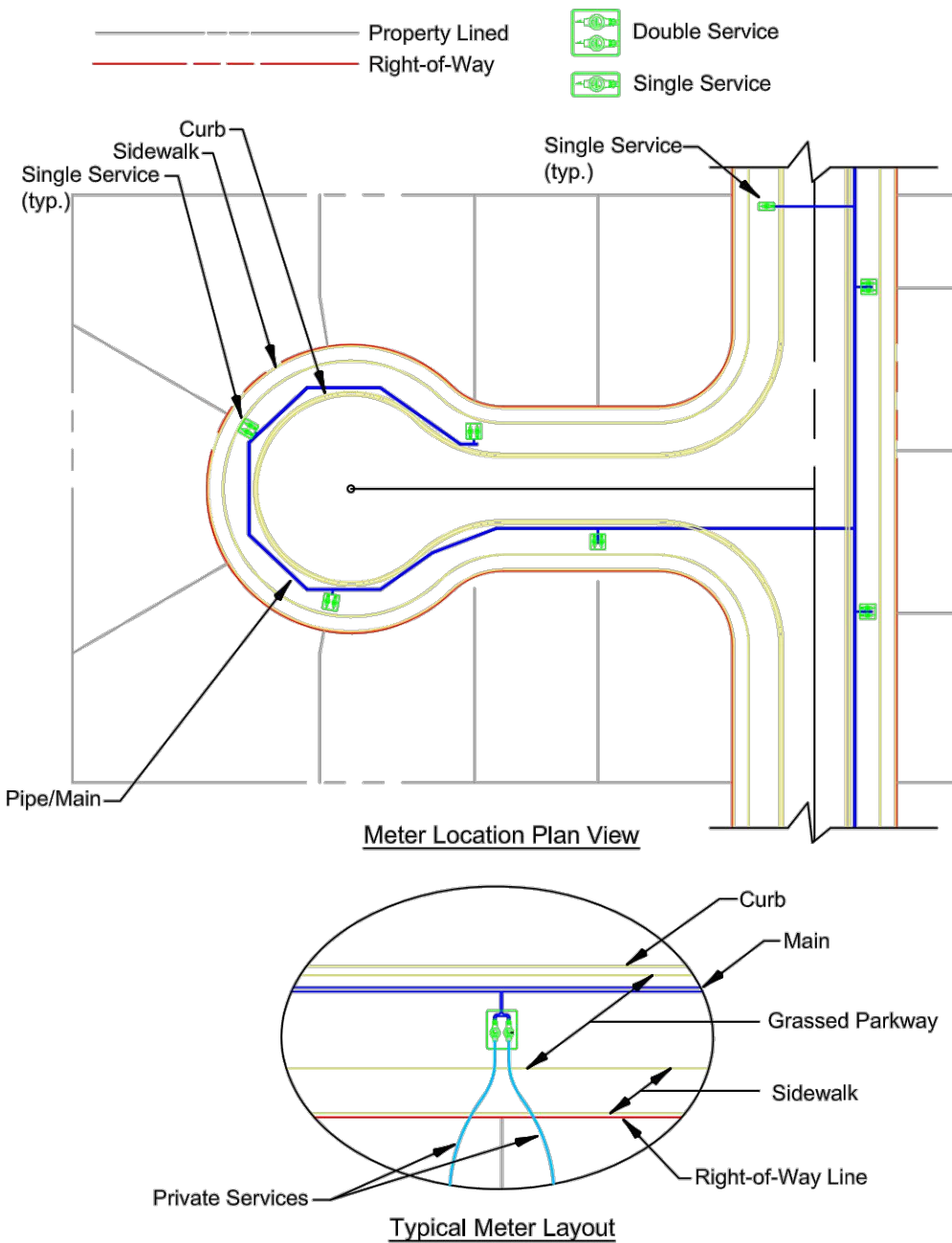


Pipes/Mains Separation Requirement Table (See Note 11 for Structural)							
	Potable		Reclaimed		Sanitary Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	
Potable			3'	12"	10'	18"	10'
Reclaimed	3'	12"			3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			10'
Storm Sewer	3'	18"	3'	12"	3'	12"	10'
Joint Spacing Requirement Table (See Note 2)							
	Potable	Reclaimed	Sanitary Sewer	Storm Sewer			
Potable		3'	6'	3'			

NOTES:

- The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C.), shall apply between newly proposed utility lines and existing or proposed utility lines.
- Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
- Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
 - If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
- For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
- Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
- Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured from the outside dimension of each pipe/main.
- All Sanitary and Storm Structures shall follow separation requirements above.
- Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
- All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
- No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
- Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

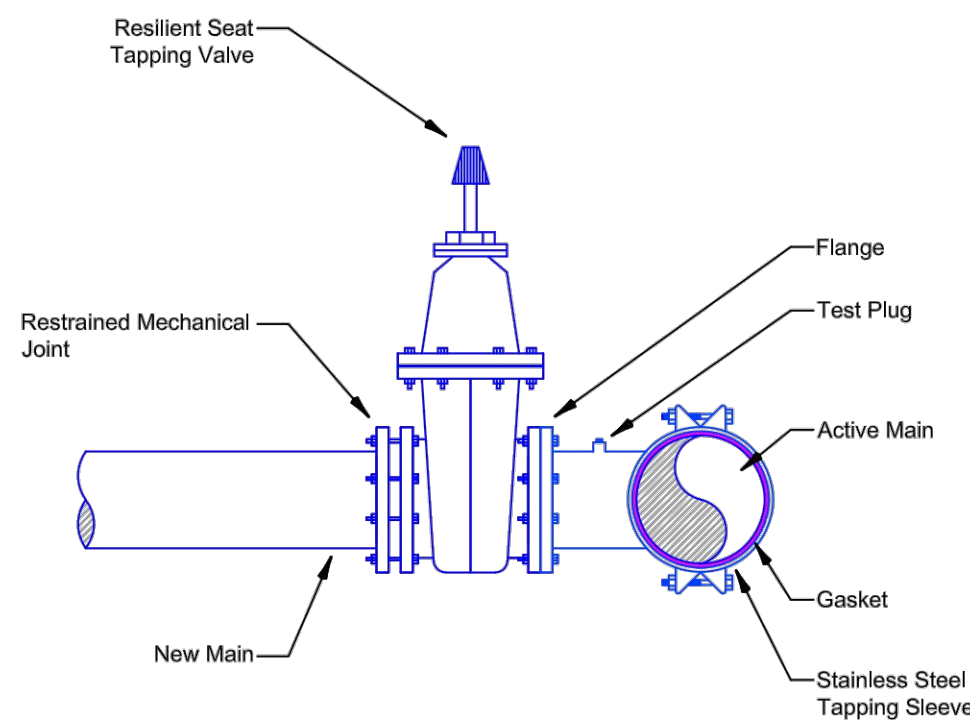
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Separation Requirement Table		
UT013	DATE: September 2022	SCALE: N/A	



NOTES:

- Pipes/mains in this detail are for representation purposes only. Refer to plan or utility sheets for pipes/main material, size, and configuration.
- For meter configuration, including fittings and box, see City of Ocoee Meter and Meter Box Details UT207 for Single Family and UT208 for Commercial/Multi-Family.
- Unless directed by City, reclaimed and potable meter boxes shall be separated by placing the boxes at opposite property lines.
- Meters should be centered in grassed parkway, if possible, offset from front of sidewalk 2', and such that private service will not cross adjacent lot.

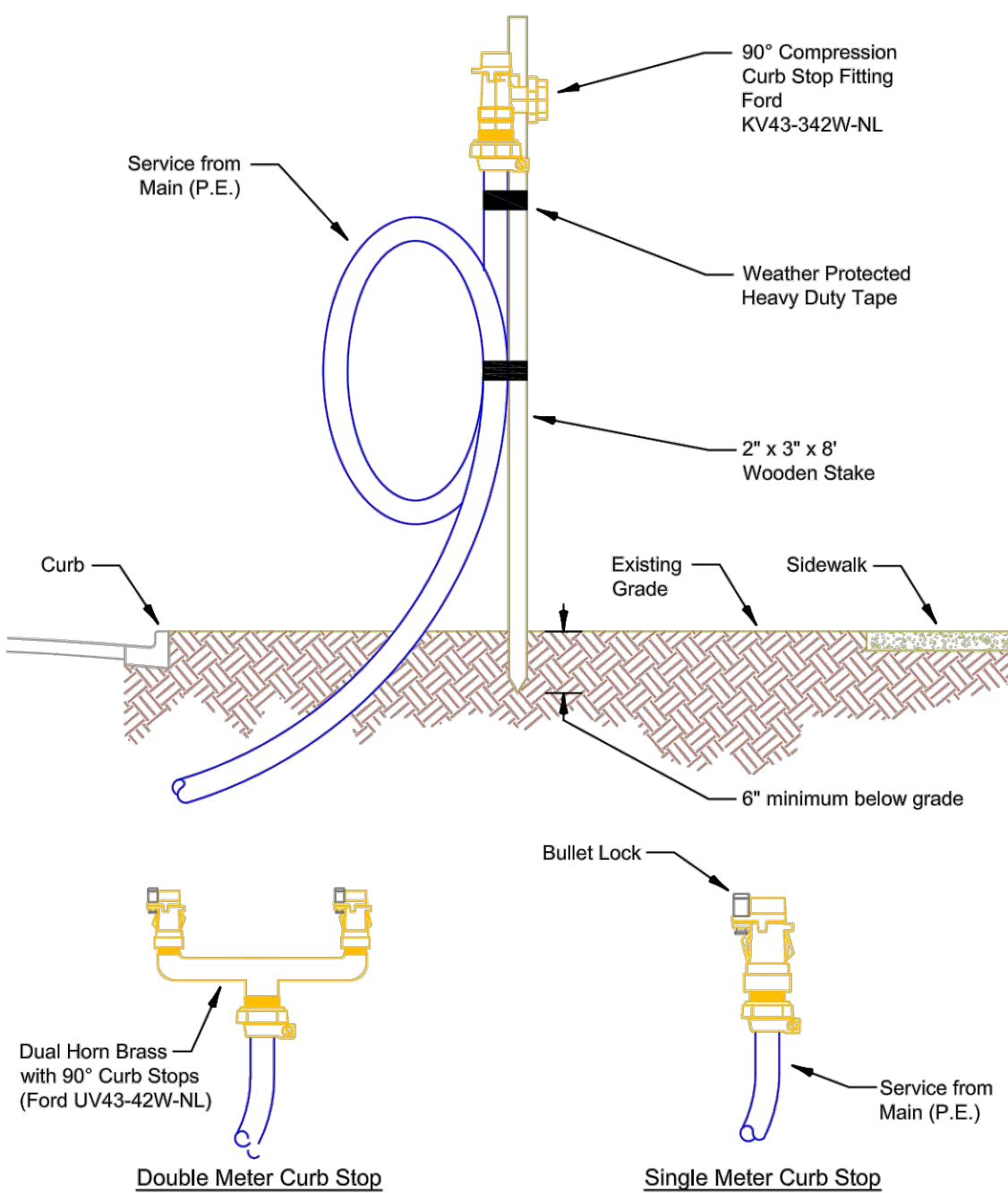
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Meter & Service Locations		
UT207	DATE: April 2019	SCALE: N/A	



NOTES:

- All Sleeves and Valves shall be water tested before tap.
- No Wet Tap on Asbestos Cement water mains.
- For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

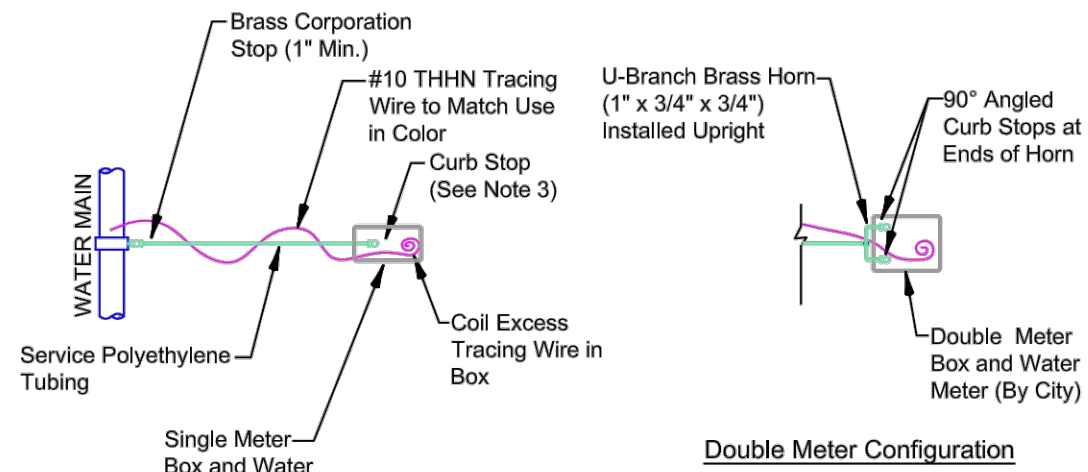
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Stainless Steel Tapping Saddle and Gate Valve Assembly Water and Reclaim		
UT205	DATE: Feb. 2020	SCALE: N/A	



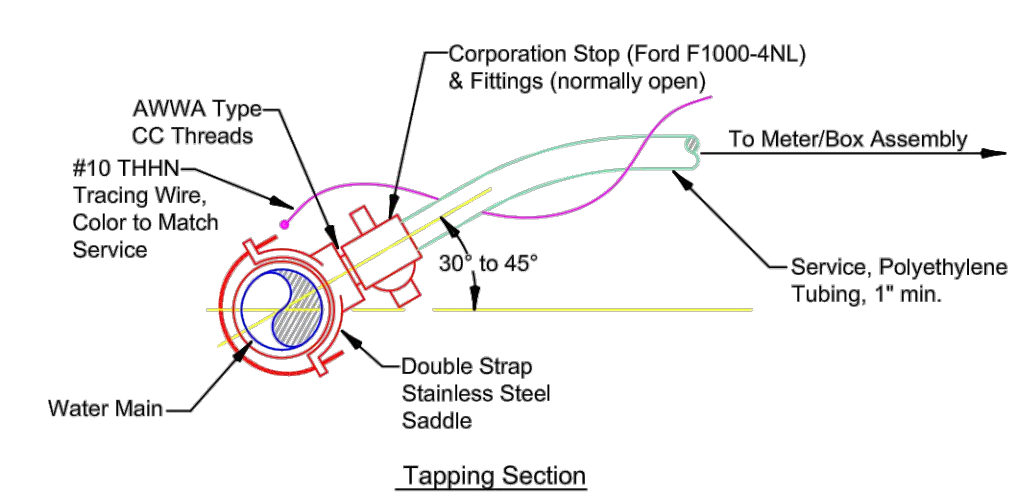
NOTES:

- Water Service shall be 1" diameter P.E. minimum.
- Service curb stop shall be bullet locked using High Field Manufacturing Cap Seal # 93210130, Bullet Stud 93210140 and Base 93210120.
- Service shall extend 4' above finished grade and shall be no more than 2' from back of curb.
- Top of stake shall be painted the color of the Utility Service and labeled with the Lot Number(s)/Address(es) it serves.
- When water service will be used for Bacteriological Testing, a hose bib shall be installed on the Curb Stop.
- Meter shall be installed by the City unless authorization has been given by the City (UT208b).
- Private connection to the meter shall be the responsibility of the Owner/Owner's Contractor.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Single Family Residential Service		
UT208a	DATE: February 2021	SCALE: N/A	



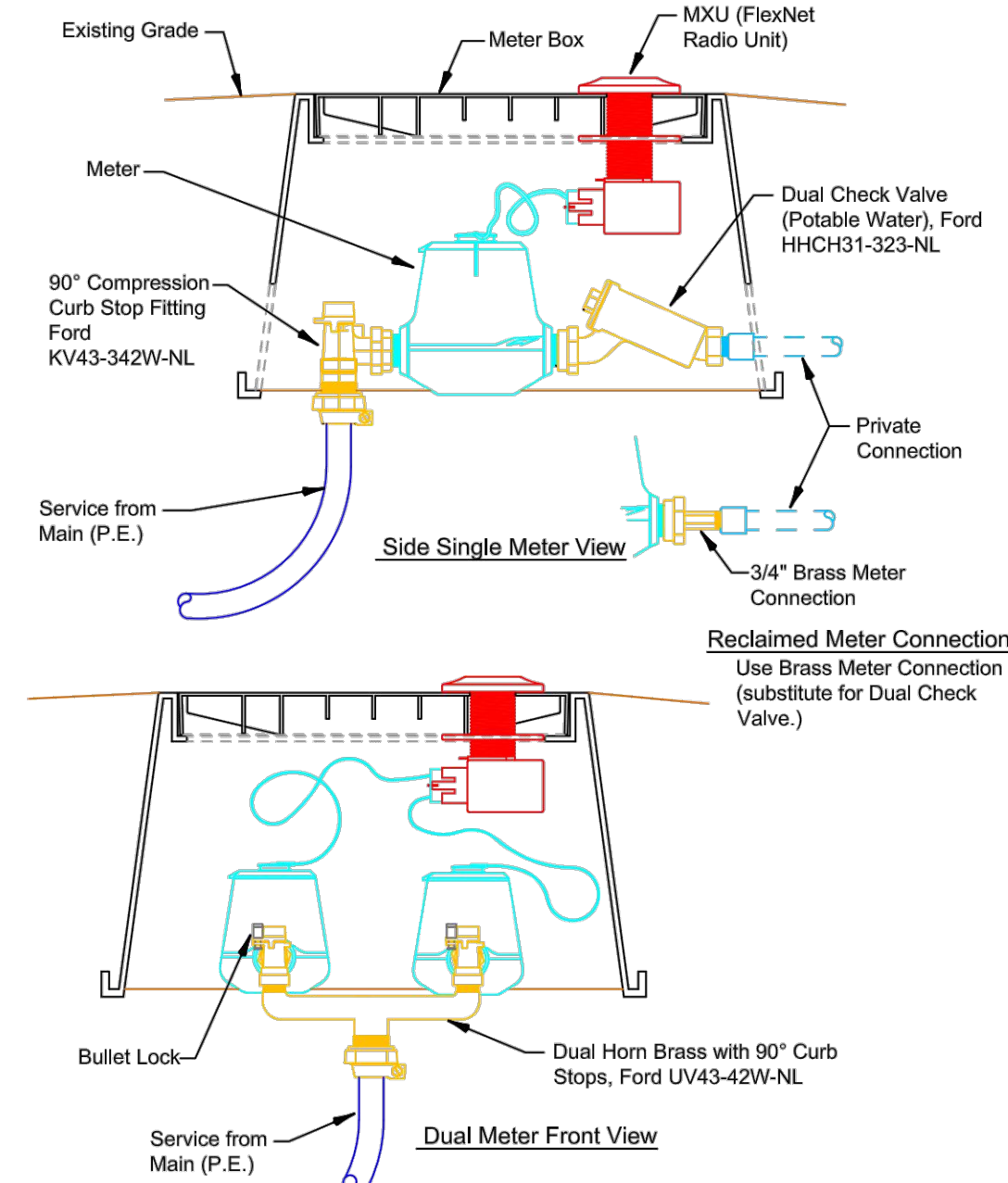
NOTES:



NOTES:

- All fittings shall be brass with compression-pack joint type connections.
- No service line shall extend or terminate under a driveway.
- Meter end of service shall terminate with curb stop (90°) for single service and dual service, and curb stops (90°) for dual services.
- Meter end of service shall terminate 3' past meter location where service shall, unless directed otherwise, extend 3' above finished grade tied to a 2" x 4" x 4" stake. If directed, service connection shall be buried and located with an 2" x 4" x 4" painted marker. Stake or marker shall indicate lot(s) to be served.
- Concrete curb shall be marked (stamped or saw-cut) with "W" locating service.
- Service connection to the main shall use approved saddle, and tapping of main shall be by a method where a solid coupon is removed.
- Services installed under finished or existing pavement shall be directionally drilled.
- Upon approval, direct tap (no saddle) may be used on Ductile Iron Pipe.
- Service color shall be blue for potable water and purple (magenta) for reclaimed water.

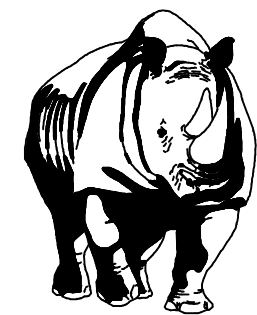
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Water and Reclaim Service Connection		
UT206	DATE: Sep. 2019	SCALE: N/A	



NOTES:

- This detail shall only be used when the Contractor/Developer has been given special permission by the City to place City Meters.
- Water Service shall be 1" diameter P.E. minimum.
- Service curb stop shall be bullet locked using High Field Manufacturing Cap Seal # 93210130, Bullet Stud 93210140 and Base 93210120.
- Private connection to the meter shall be the responsibility of the Owner/Owner's Contractor.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Single Family Residence Meter Configuration		
UT208b	DATE: February 2021	SCALE: N/A	



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CITY OF OCOEE DETAILS

FOR

MAGNOLIA RESERVE TOWNHOMES

FLORIDA

CITY OF OCOEE

CAP 5 DEVELOPMENT, LLC

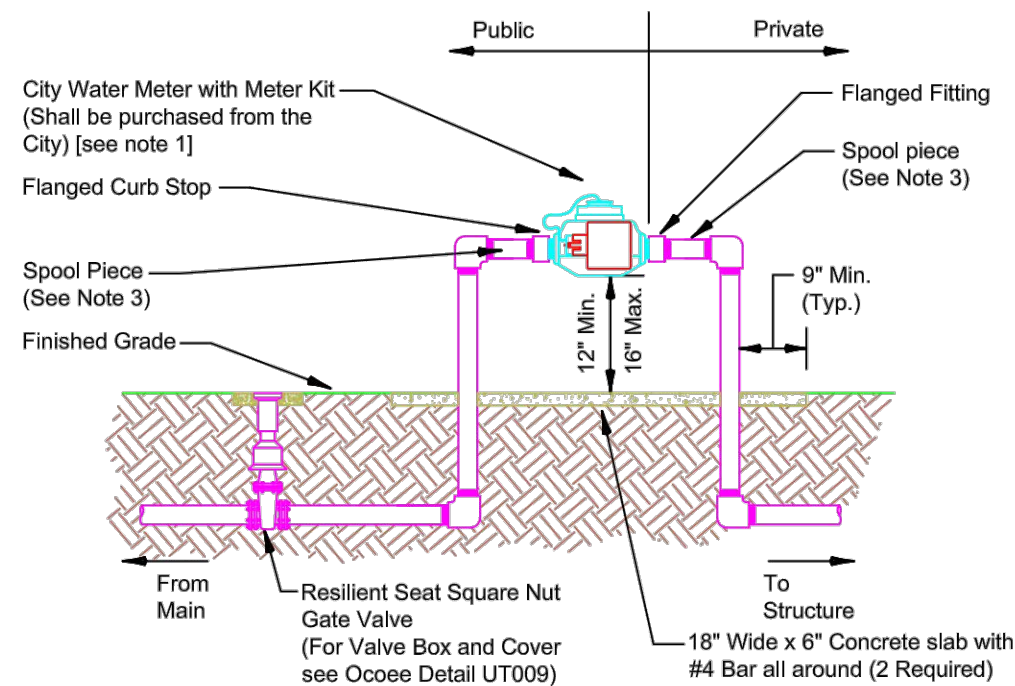
3601 RISSBY ROAD, SUITE 300
MIAMI, FL 33133



REVISIONS	DATE	REVISIONS
1	03/14/23	REVISED PER CITY OF OCOEE COMMENTS
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JOB # 22012
DATE: 03/14/2023
SCALE: N.T.S.
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSB

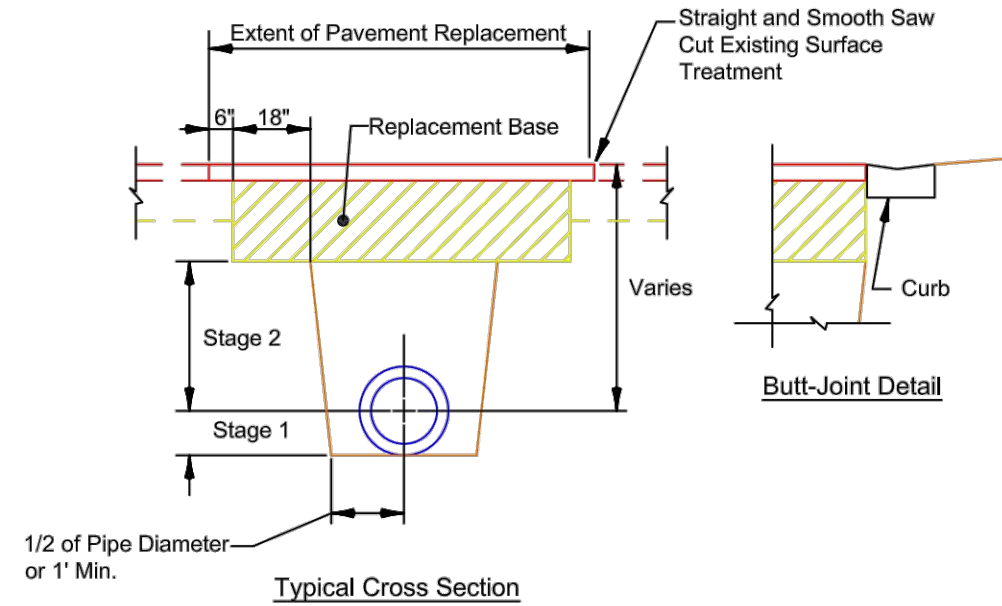
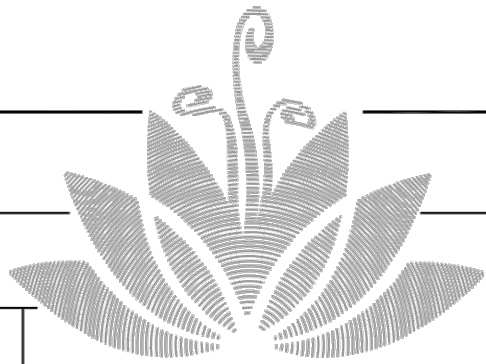
C912



NOTES:

1. Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials.
2. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.
3. Spool piece length shall be a minimum of five times the diameter of the pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	UT209c 1 1/2" and Larger Commercial/Multi-Family Meter Configuration (Reclaimed Water)		
DATE: June 2021		SCALE: N/A	



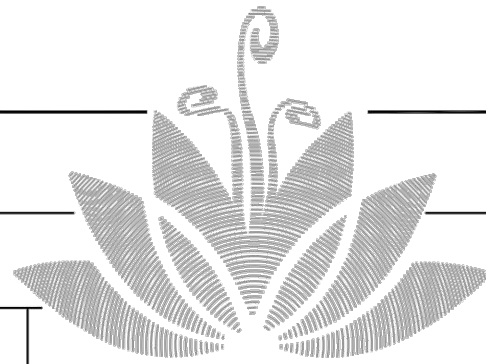
Stage Compactions:

1. Backfilling of trench shall be in six inch (6") maximum lifts.
2. Stage 1: Backfilling trench in Stage 1 shall use proper mechanical equipment to insure proper compaction throughout, including pipe haunches.
3. Stage 2: Backfilling trench in Stage 2 shall be to bottom of sub-grade.

NOTES:

1. All work and material for the Flexible Pavement Reconstruction shall be in accordance with the most current City of Ocoee - Engineering Standards Manual (available at OCOEE.ORG).
2. Any conflict between ESM specification and this sheet's specifications shall be resolved by the more stringent requirement.
3. Replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with requirements as set forth by the ESM.
4. Replacement asphalt shall be installed the to the full width of the travel lane.
5. Backfill and base material shall be clean and homogenous compacted to 98% of the maximum density per AASHTO T-180. Tack shall be added to the new base material prior to installing the replacement asphalt.
6. Base course shall be prepared in 6" lifts maximum, and thoroughly compacted.
7. Where trench line abuts existing curb(s), construct clean butt joint with curb. In the event curb is undermined and/or compromised, curb shall be replaced.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	PW002 Open Cut Flexible Pavement Replacement		
DATE: July 2022		SCALE: N/A	



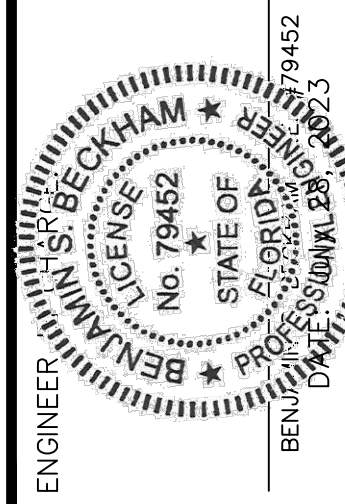
MADDEN
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CITY OF OCOEE DETAILS
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOEE
FLORIDA

CAP 5 DEVELOPMENT, LLC

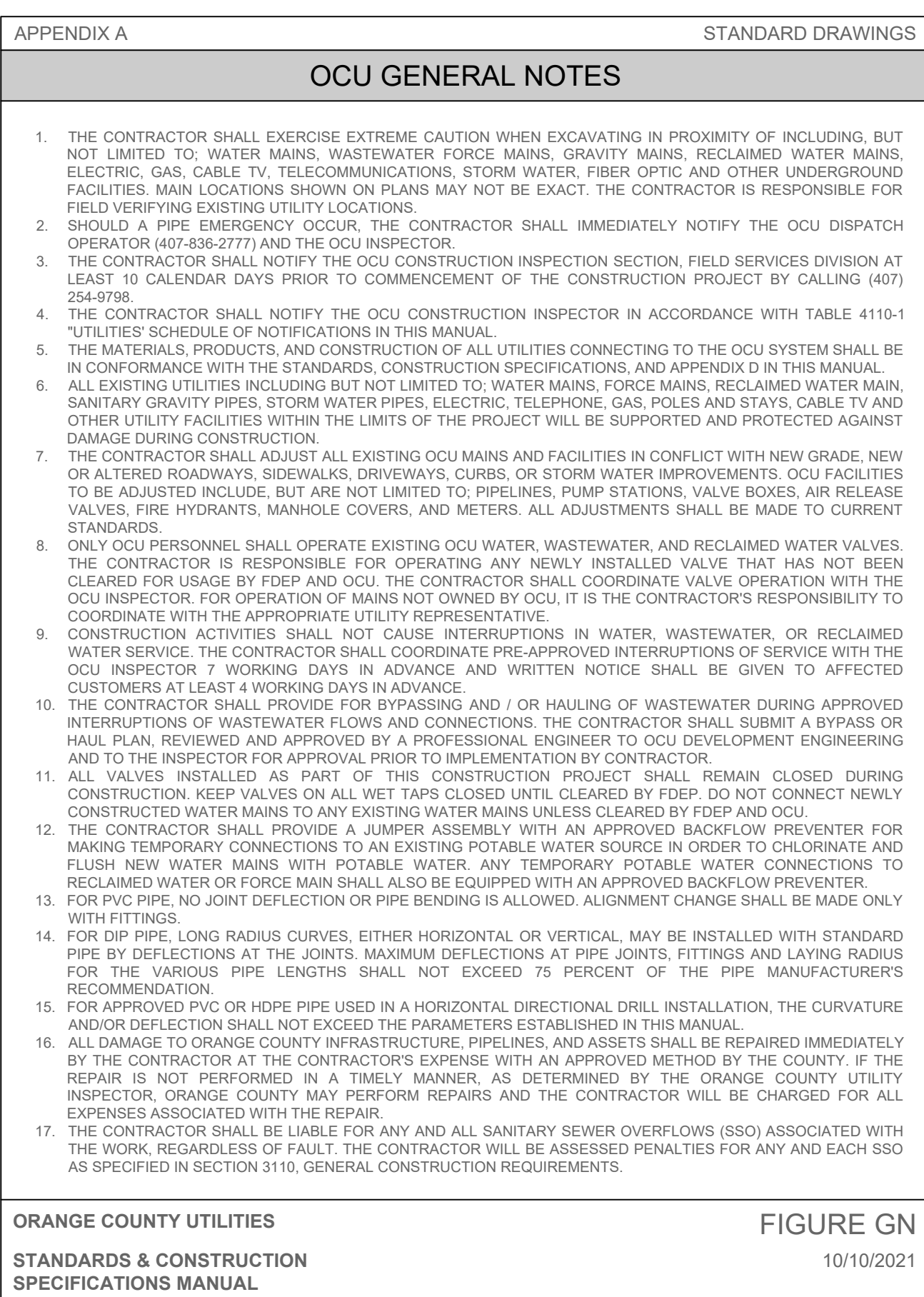
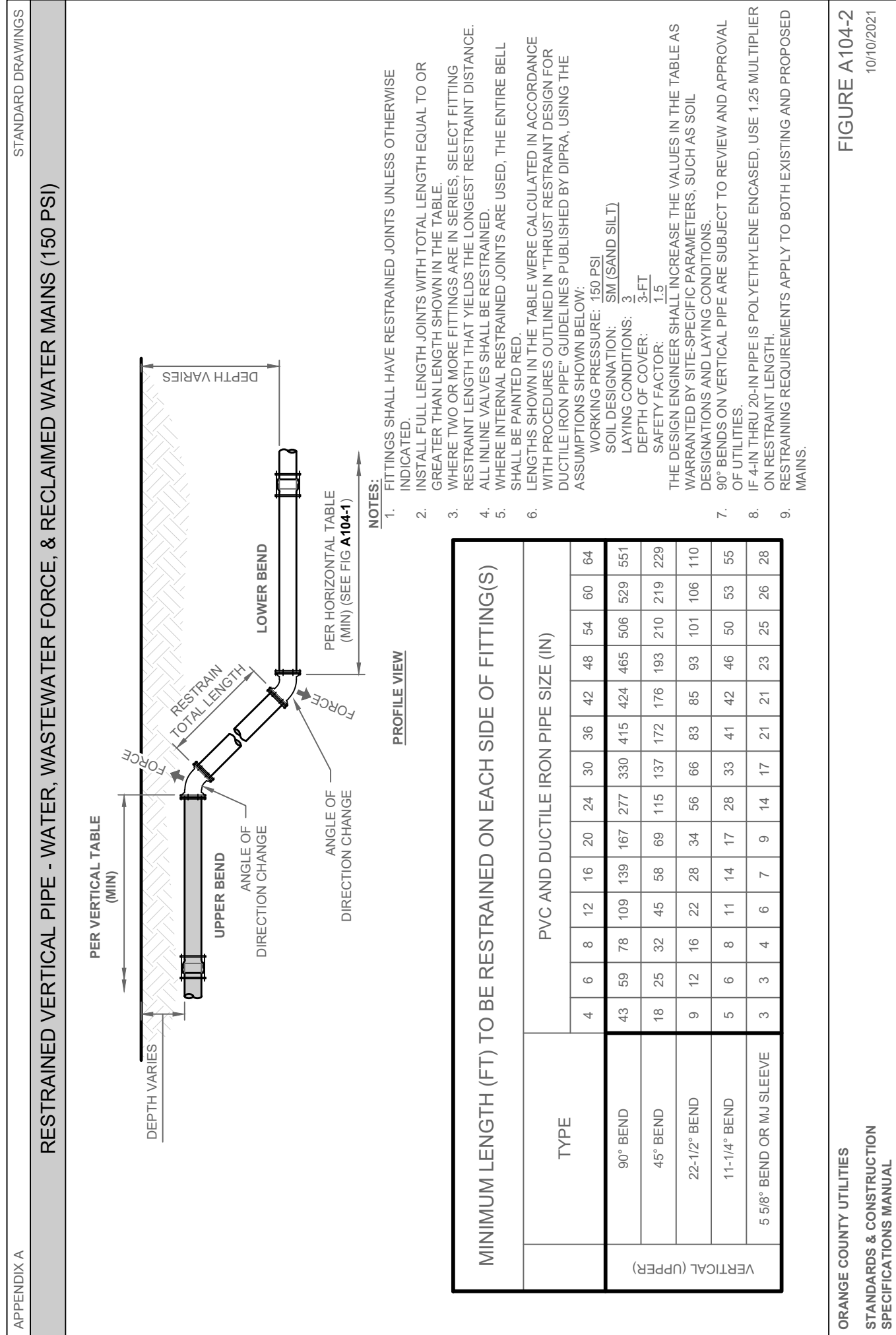
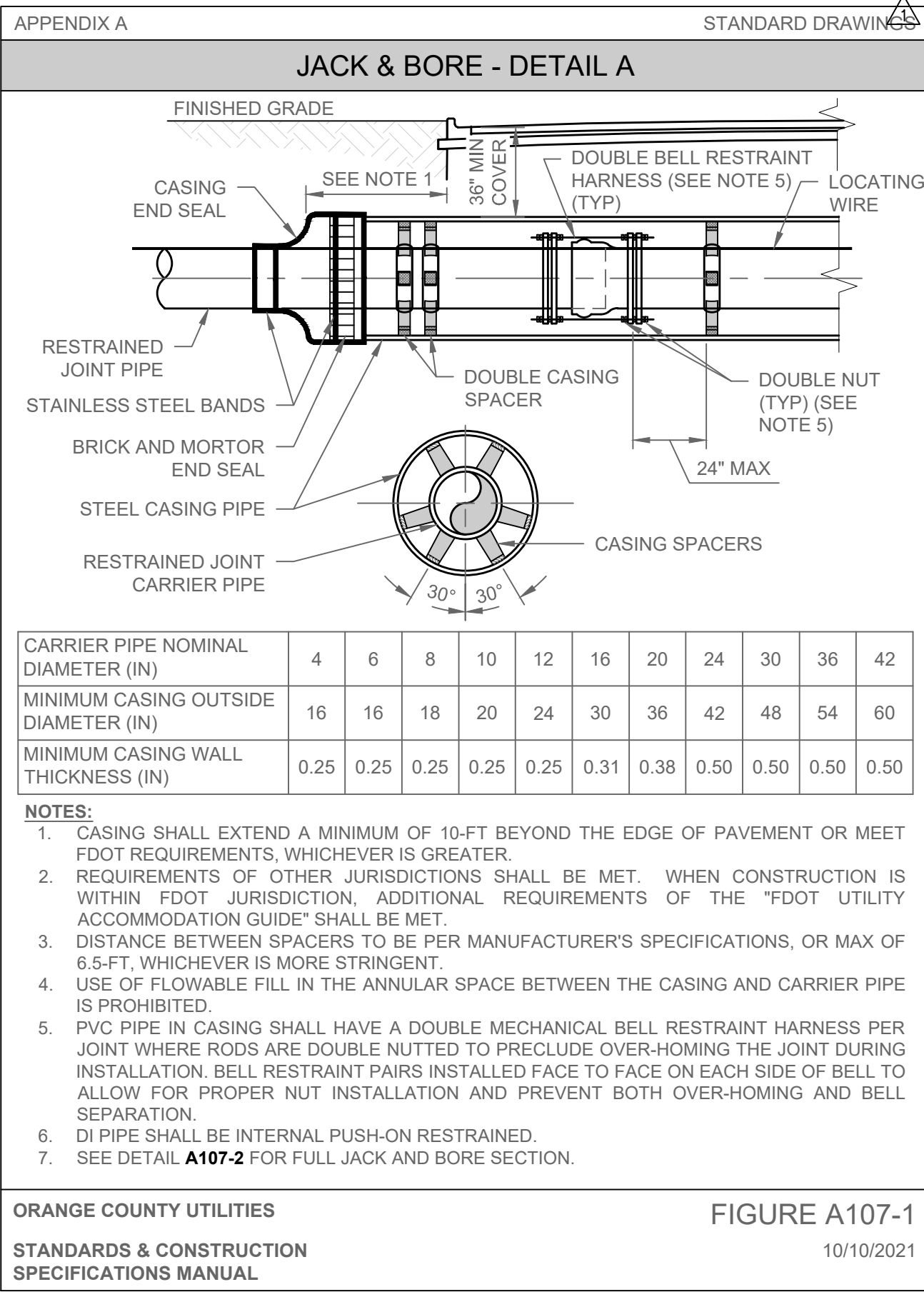
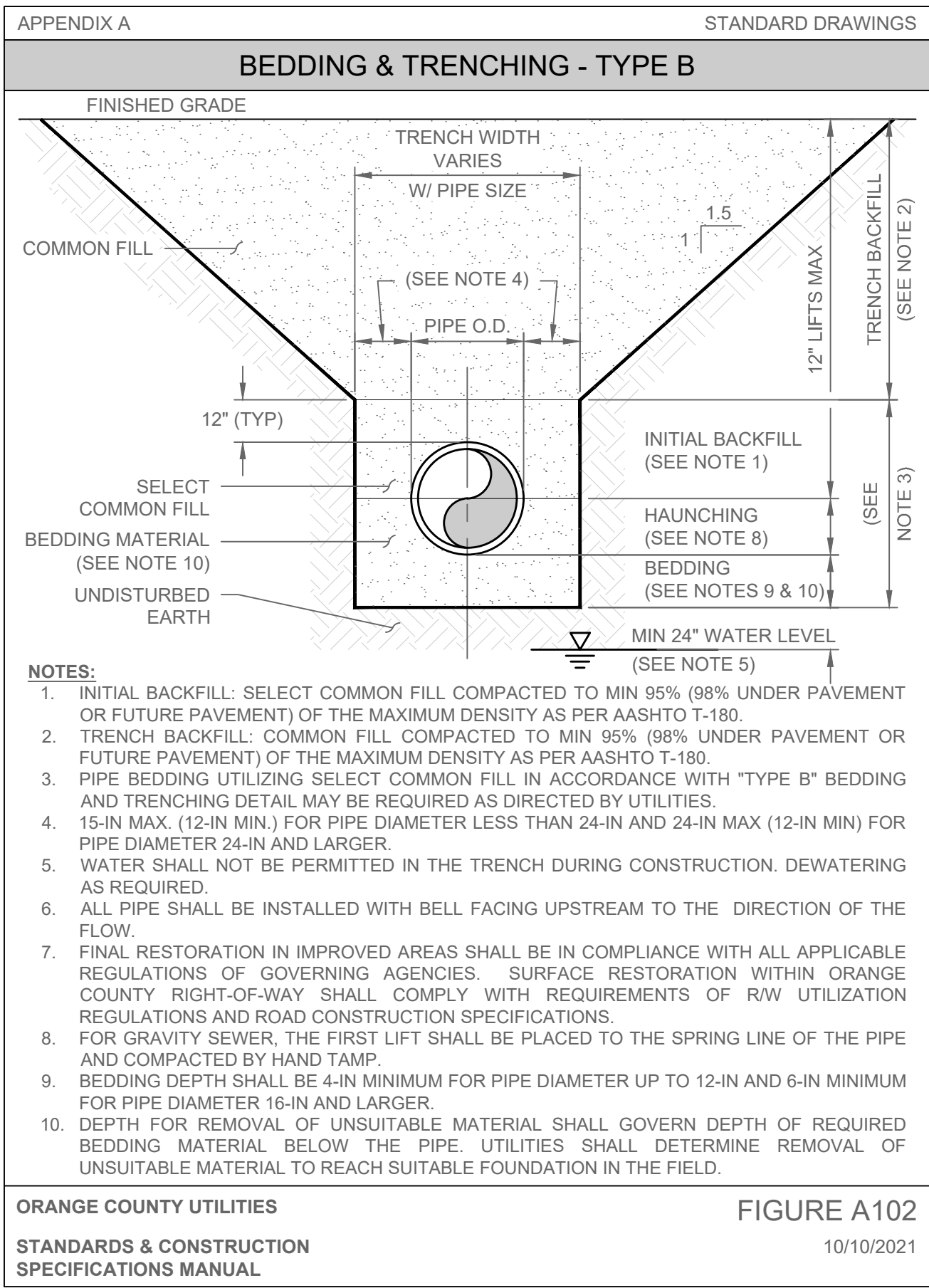
3601 RISBY ROAD, SUITE 300
MIAMI BEACH, FL 33133

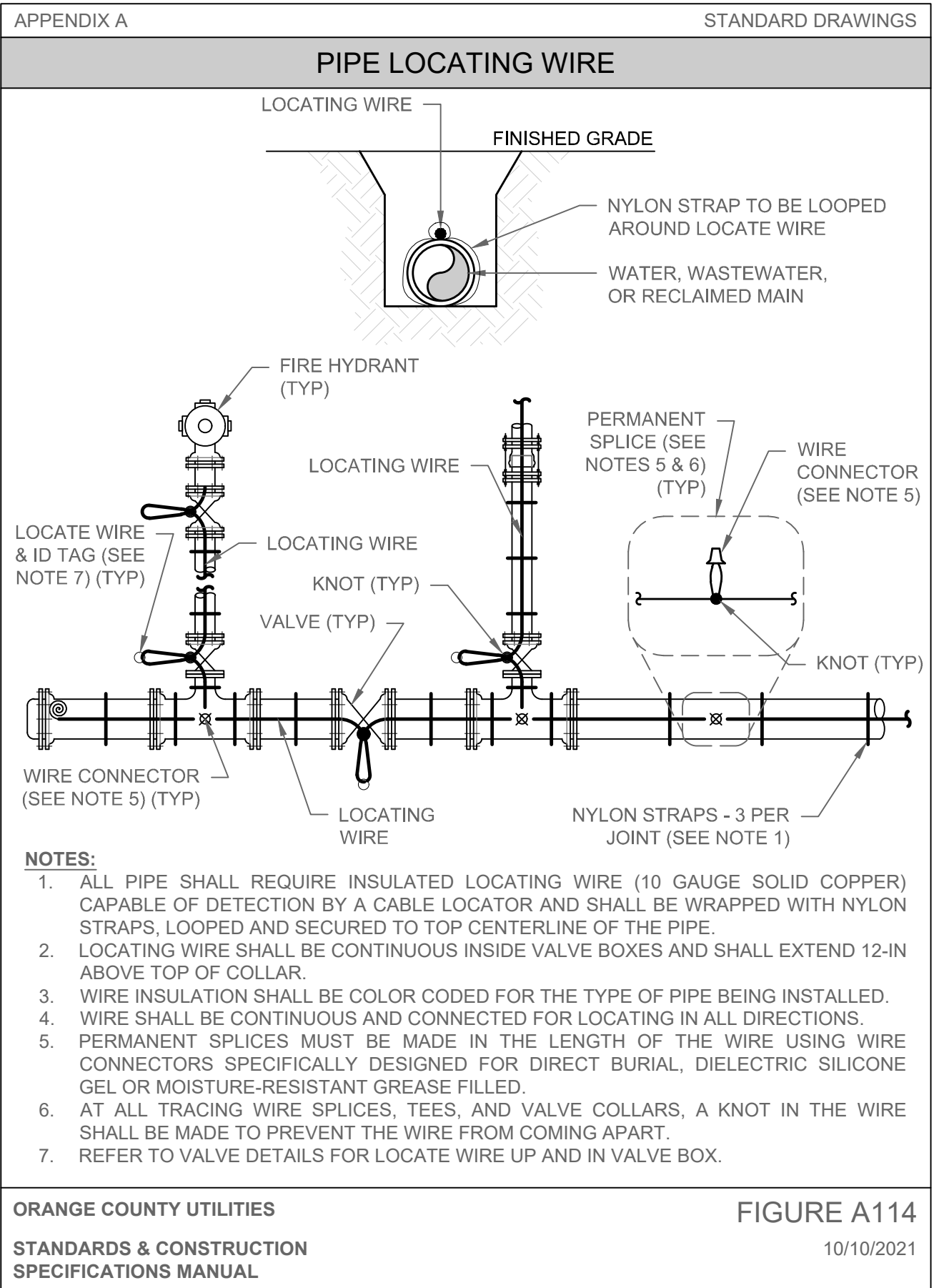
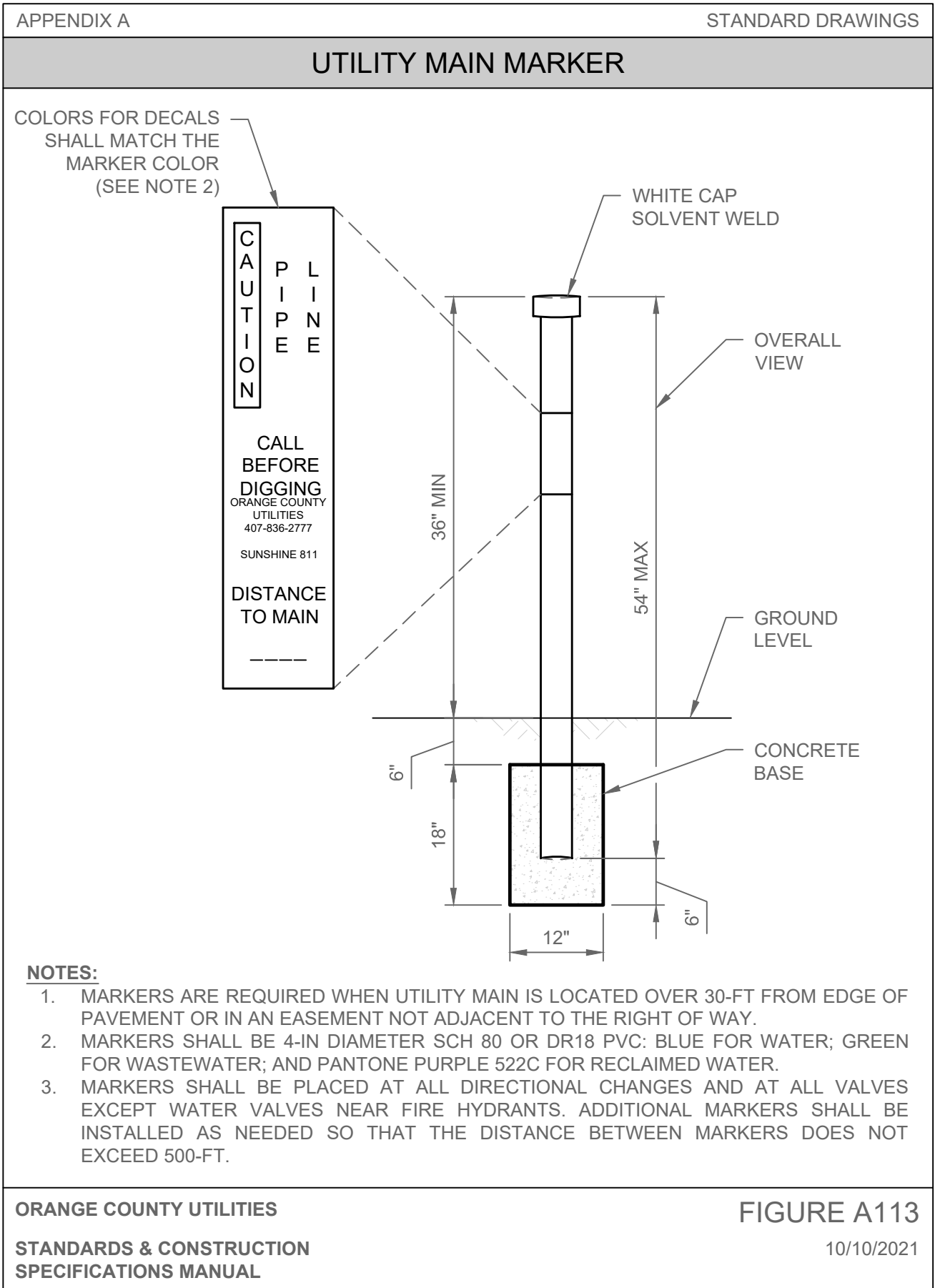
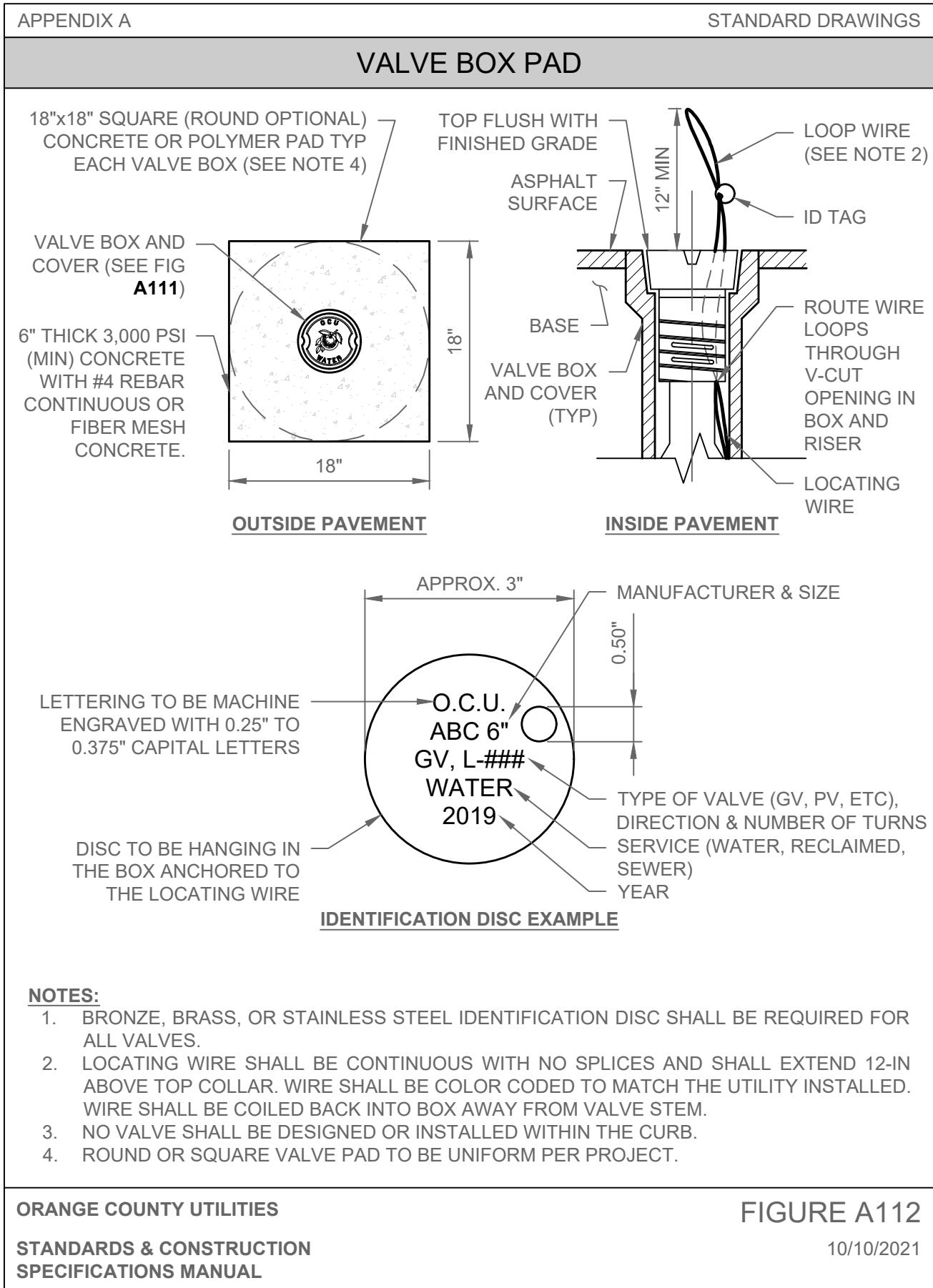
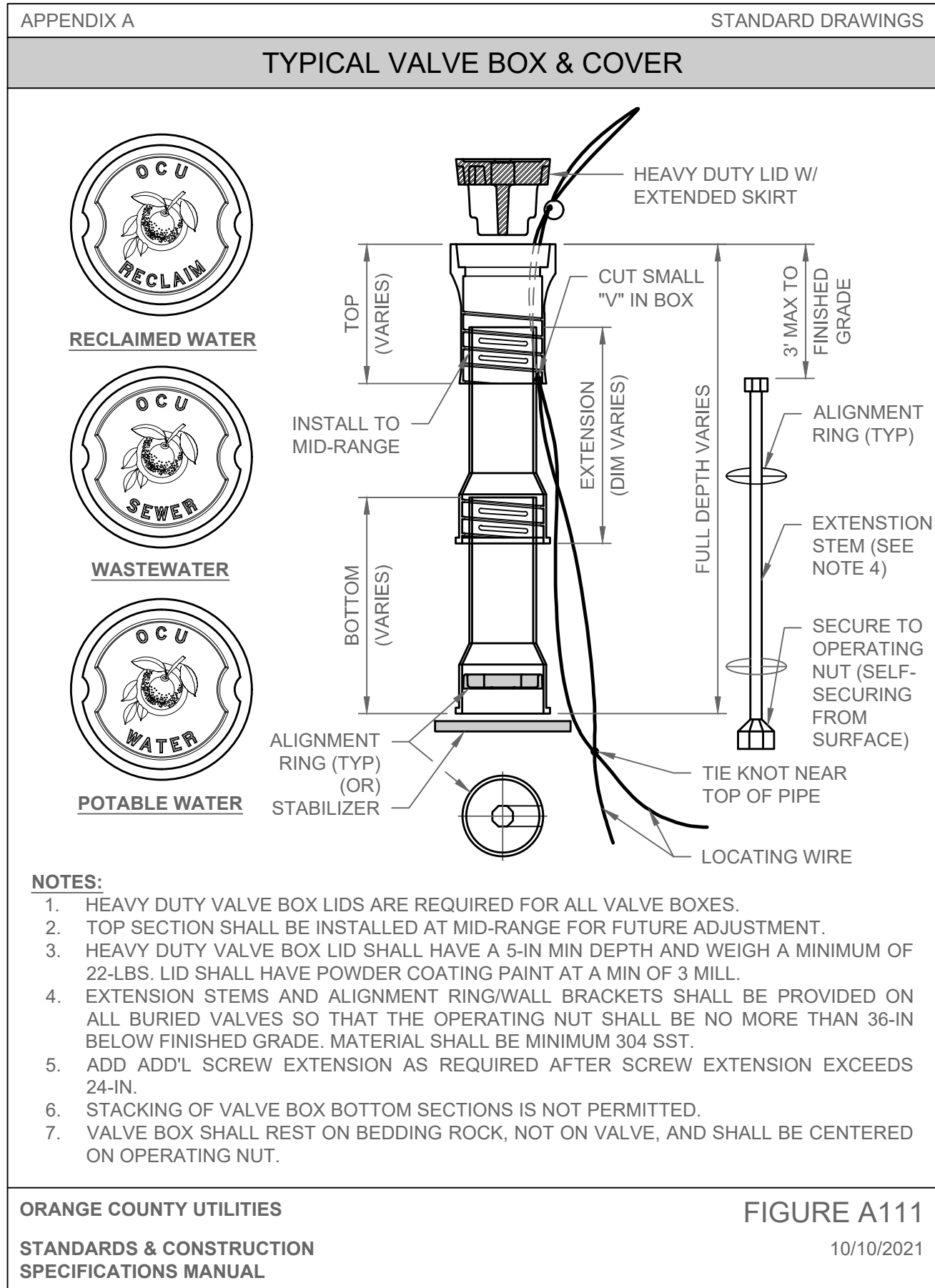
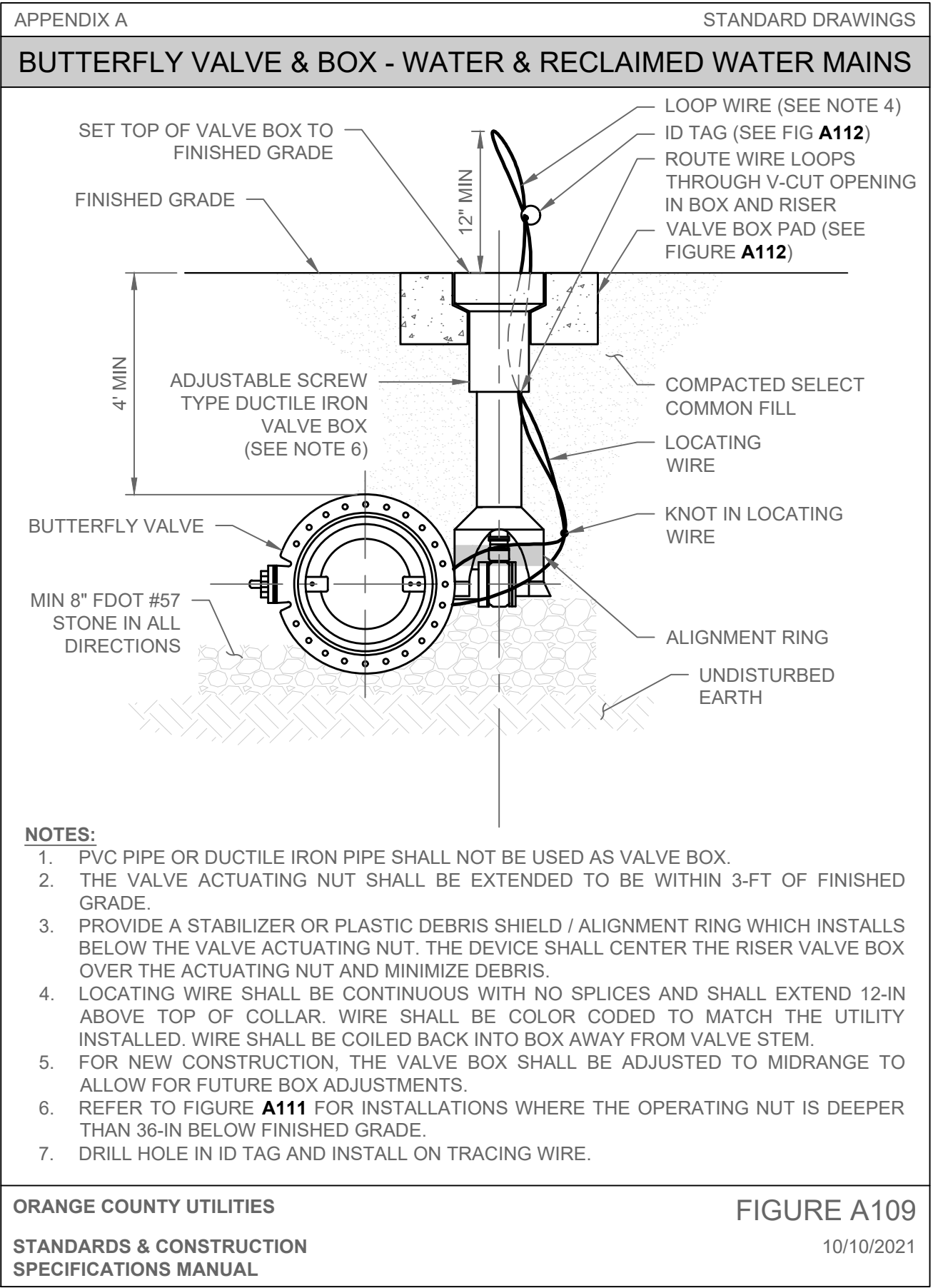
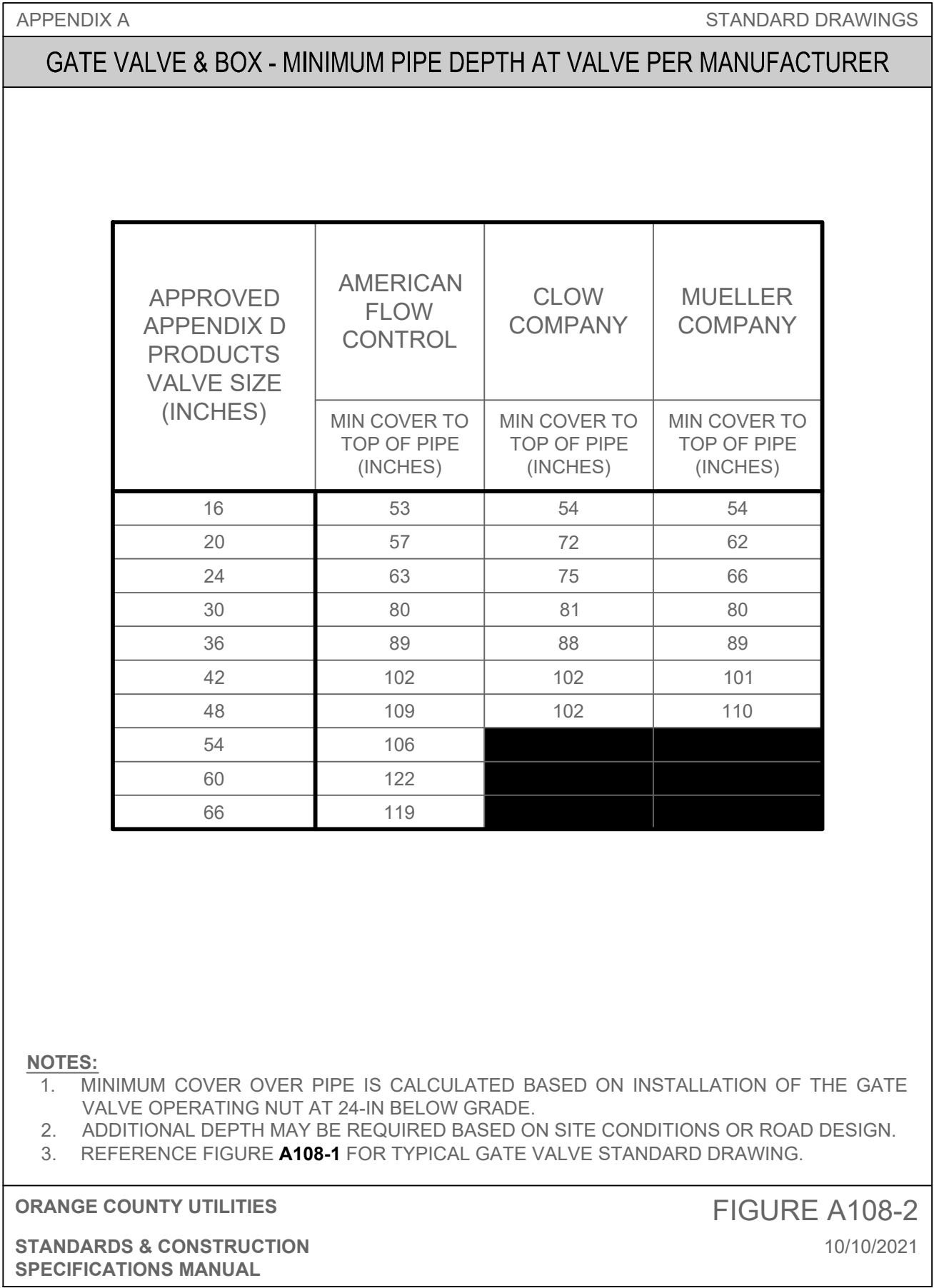
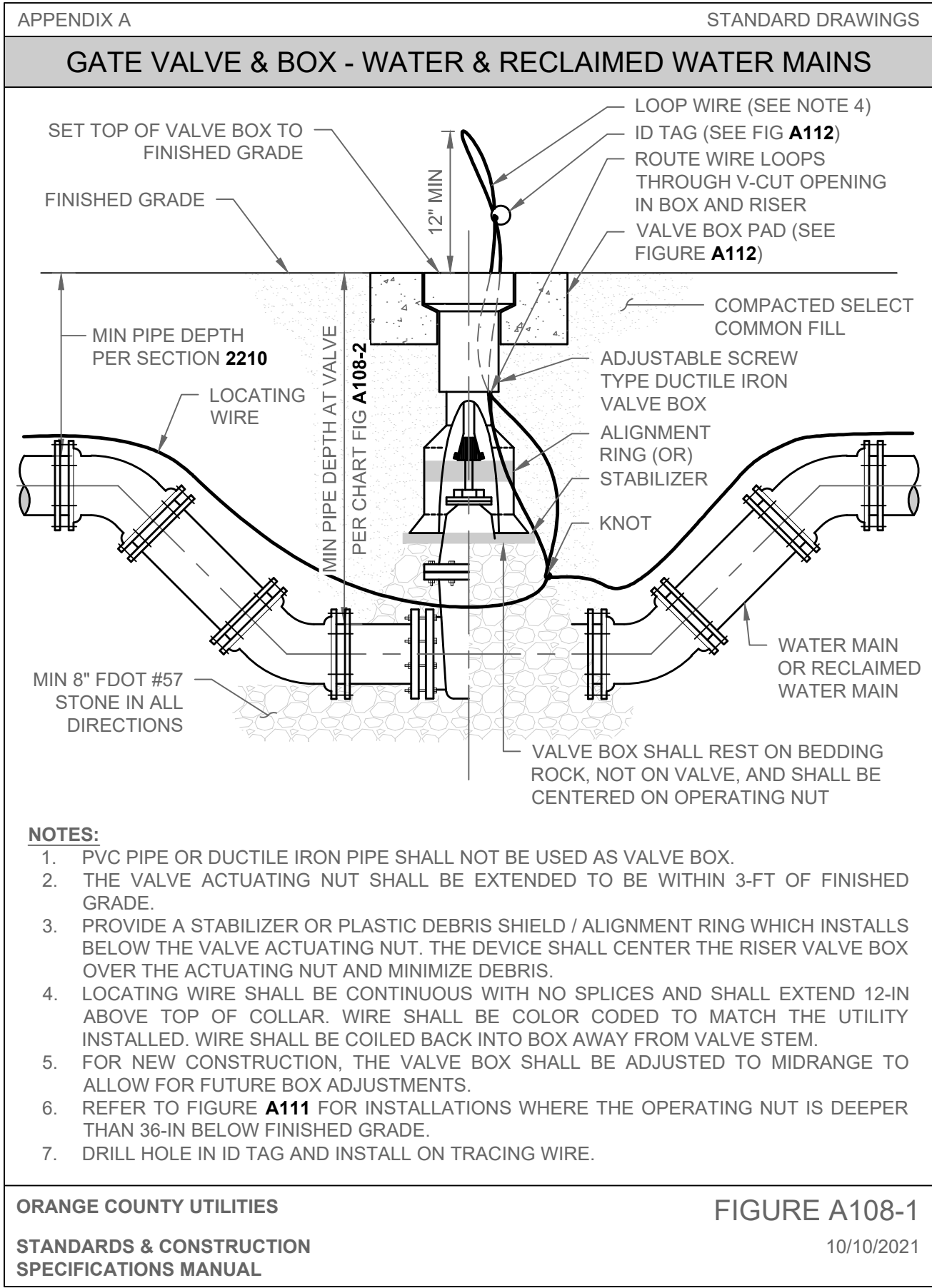
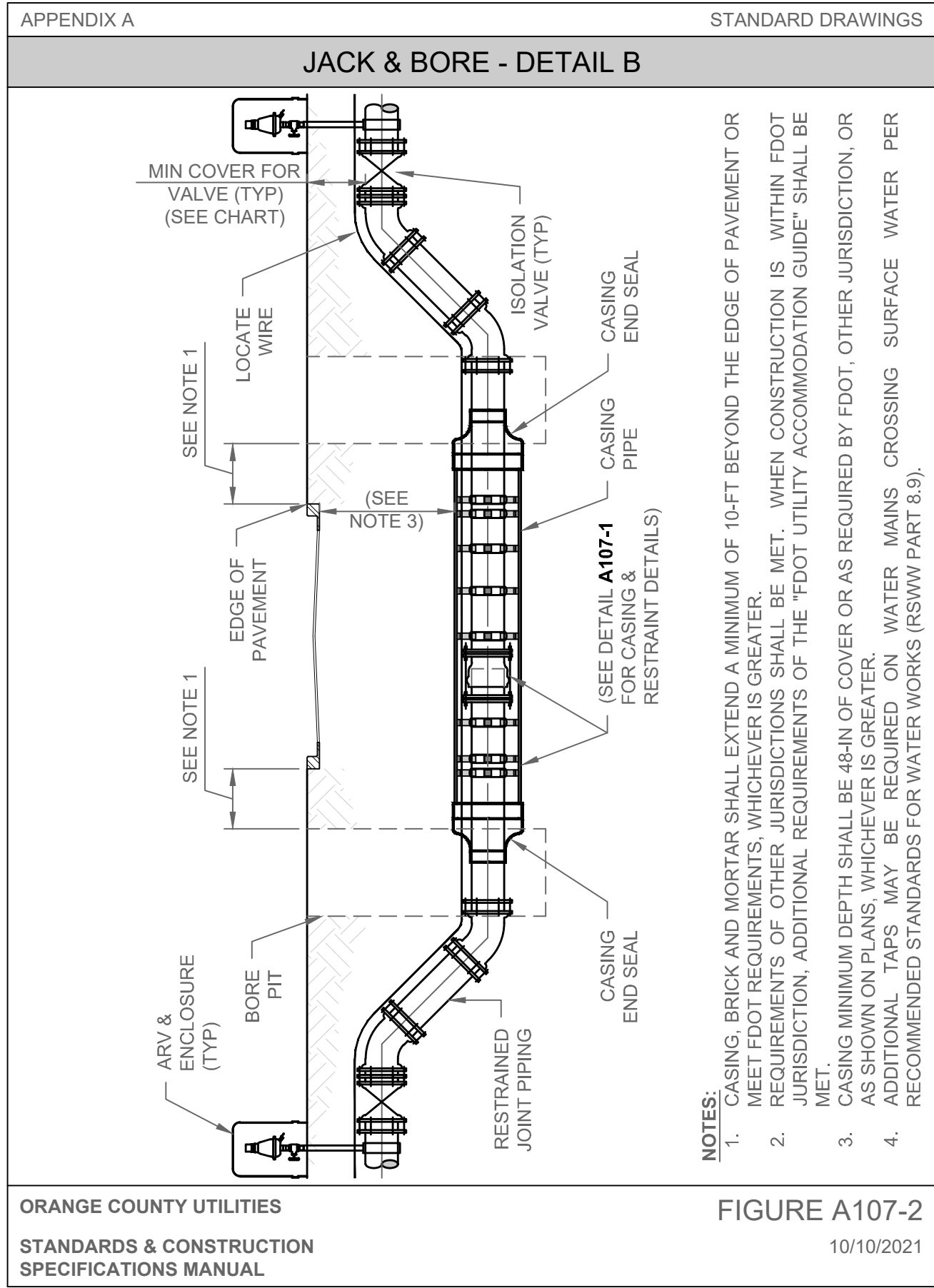


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JOB # 22012
DATE: 03/14/2023
SCALE: N.T.S.
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSB

C913





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ORANGE COUNTY STANDARD DETAILS
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOCHE, FLORIDA

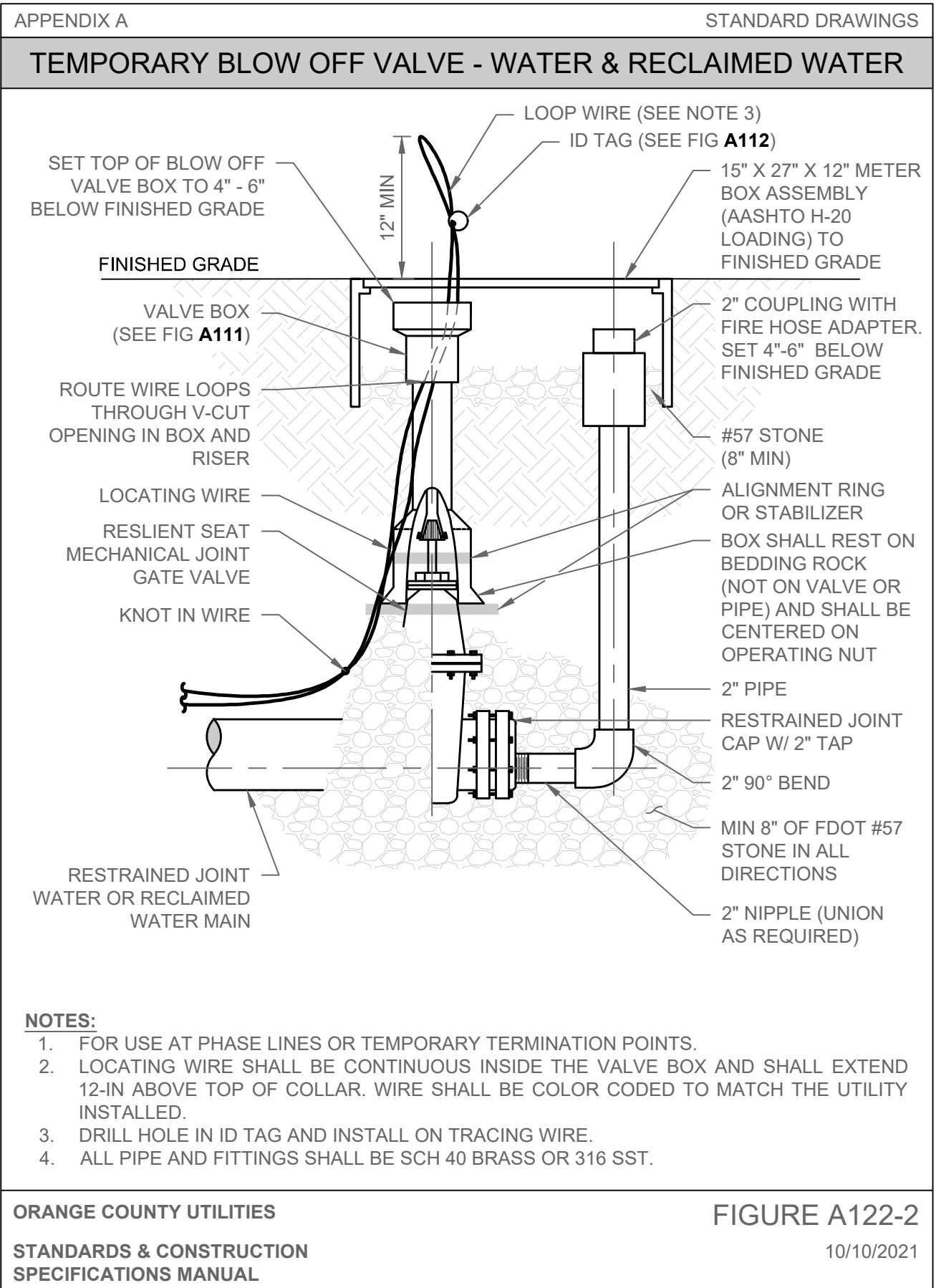
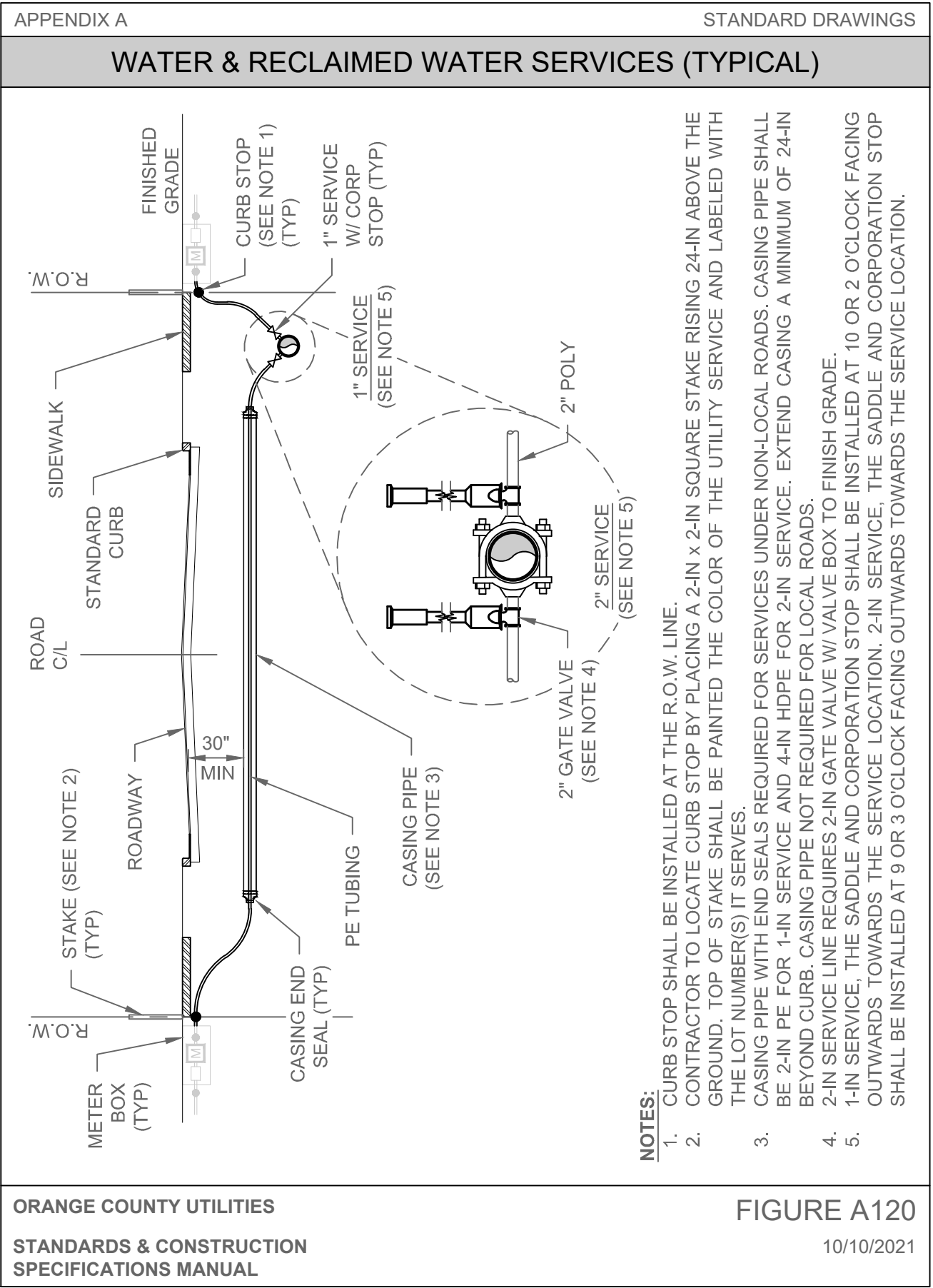
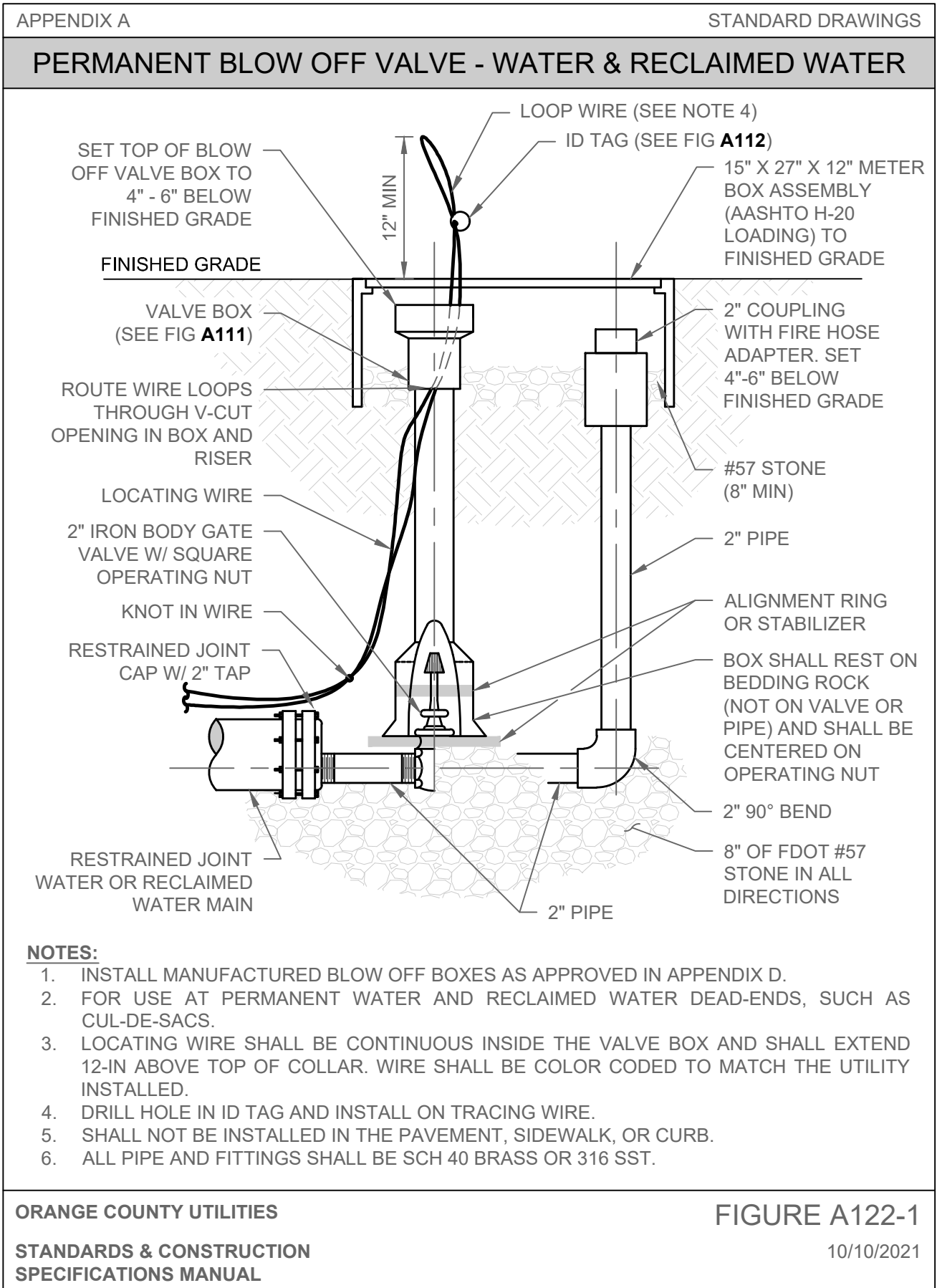
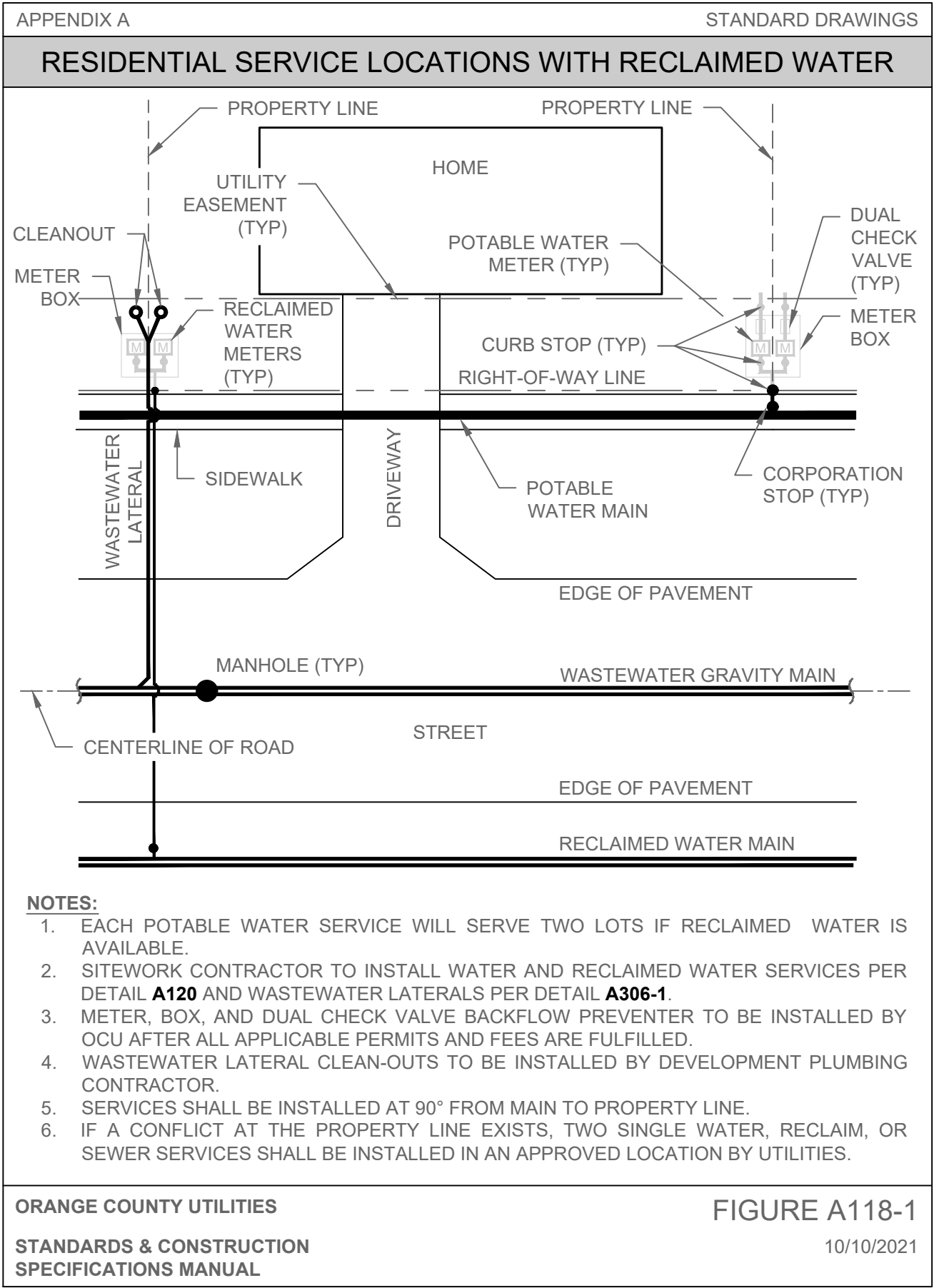
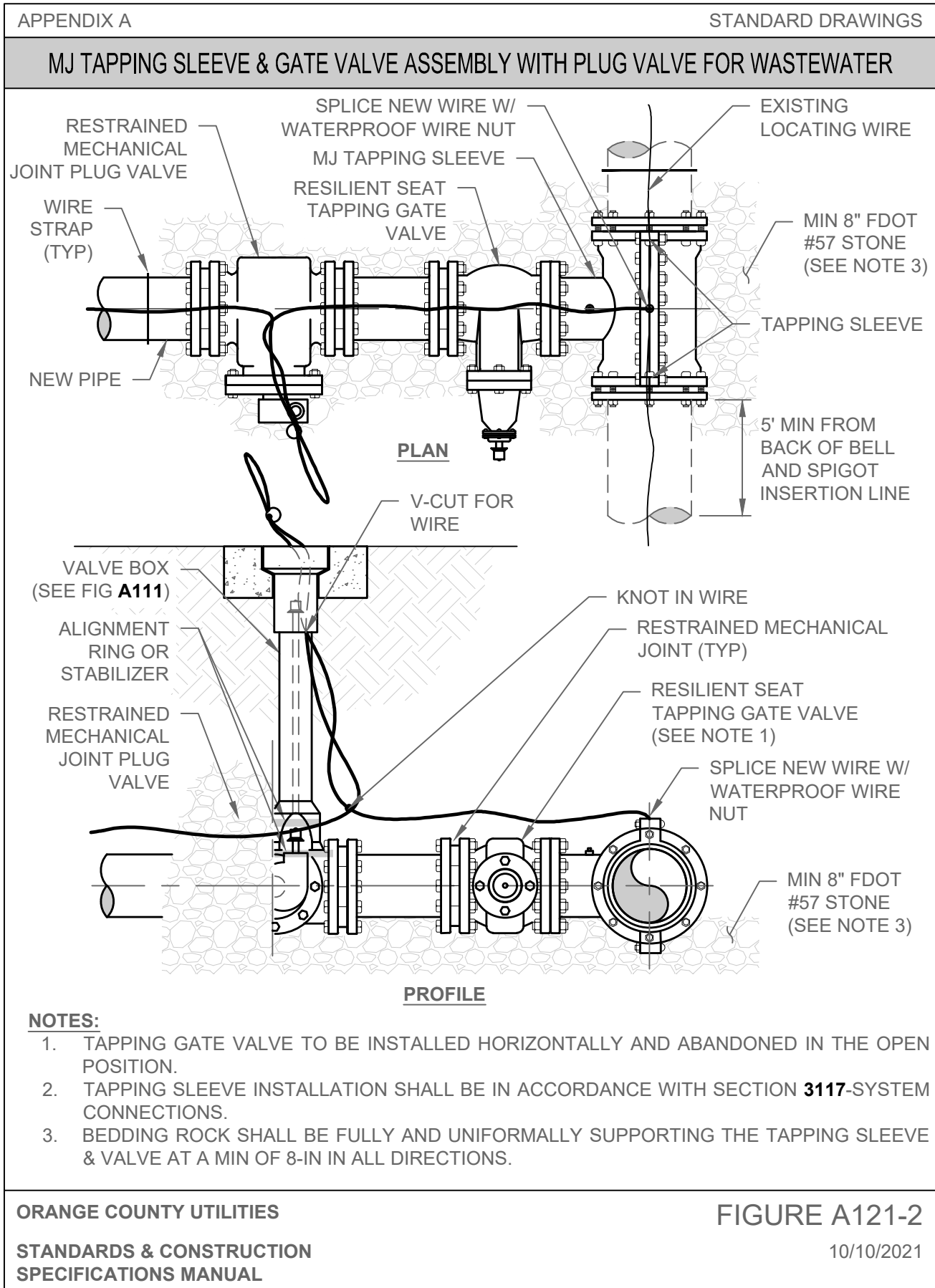
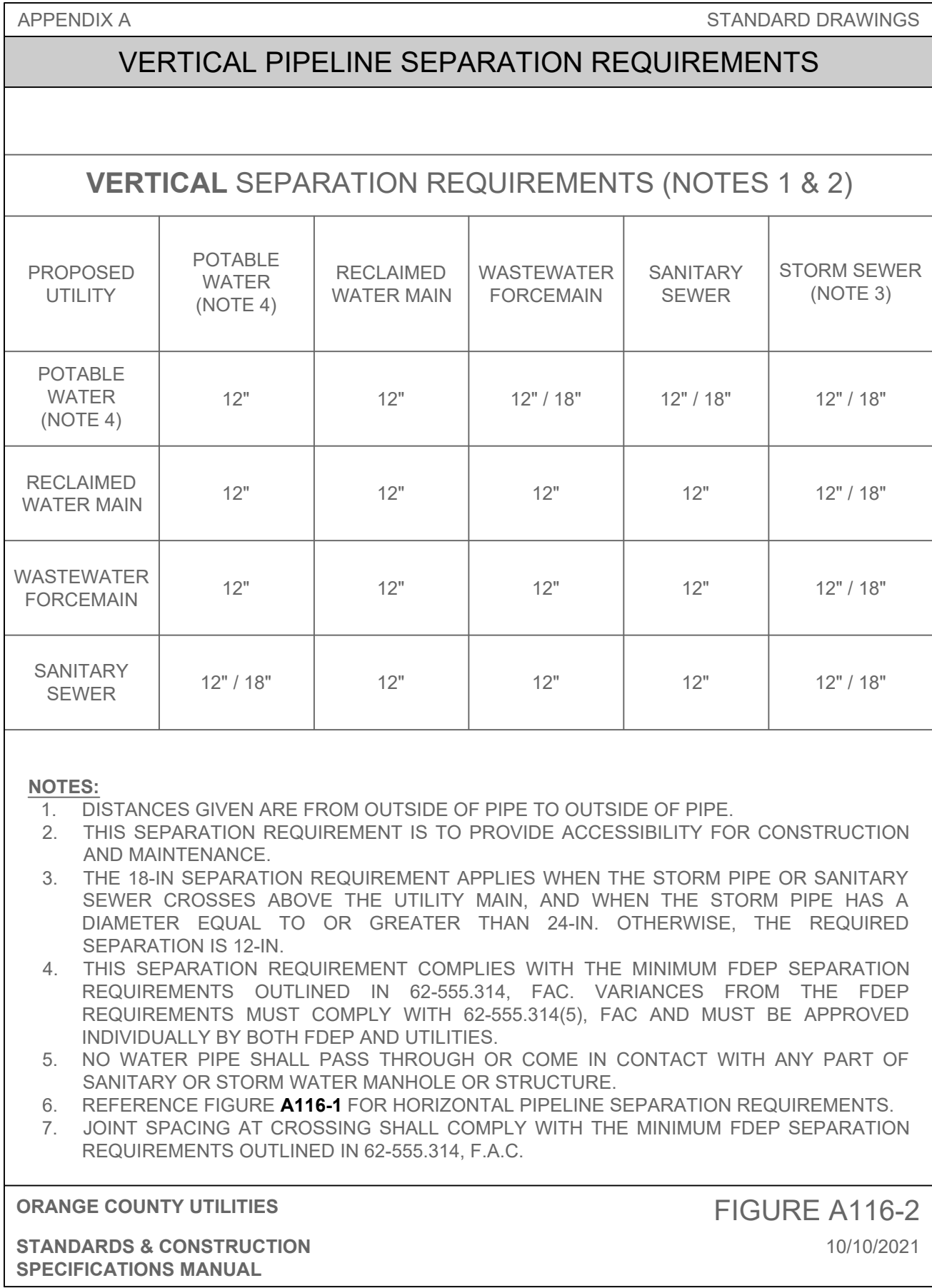
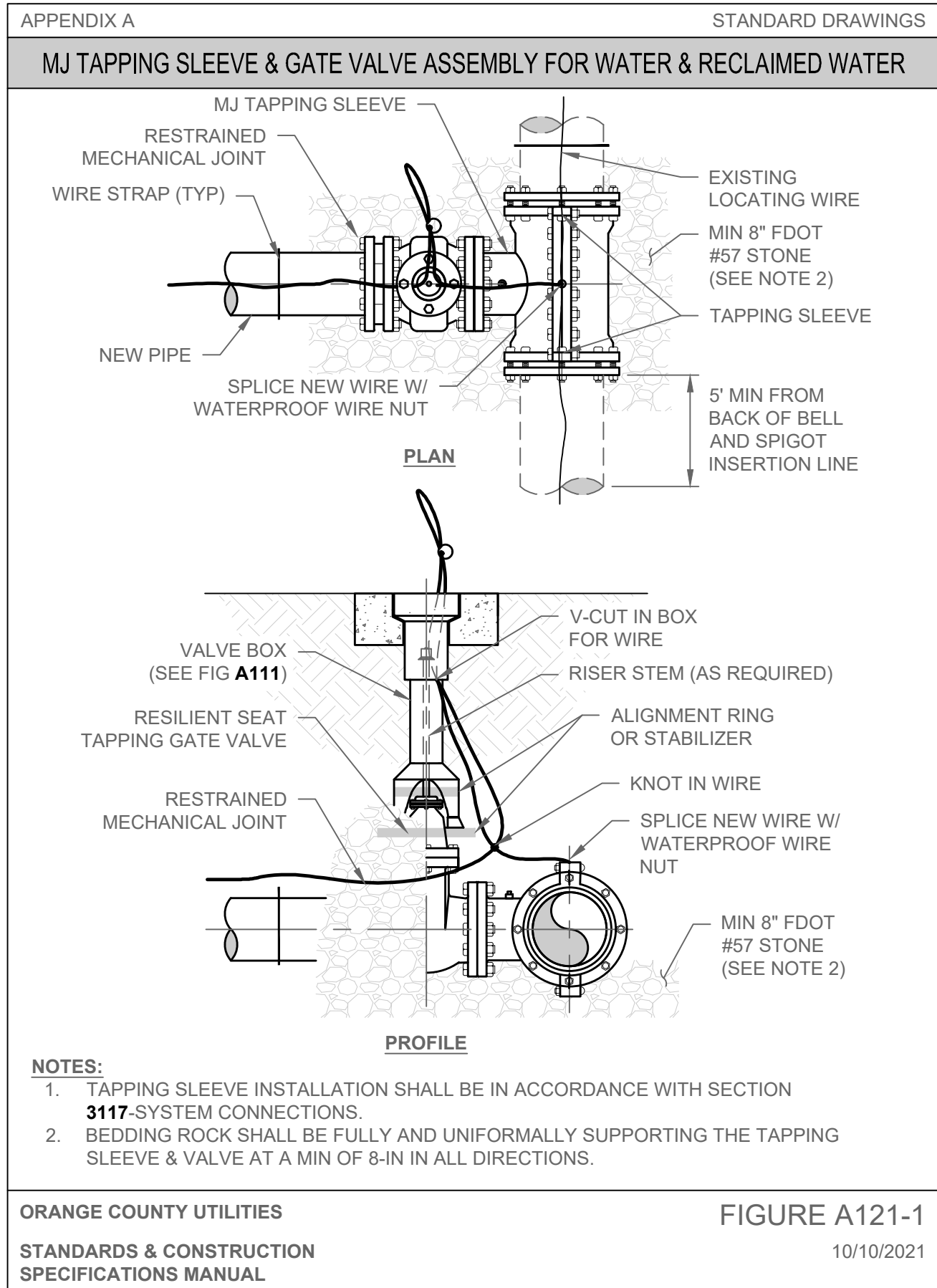
CAP 5 DEVELOPMENT, LLC
3601 RISBY ROAD, SUITE 300
WAMINGSBURG, OH 45342

ENGINEER
S. BECKHAM
No. 79462
STATE OF FLORIDA
PROFESSIONAL SEAL
DATE: 03/14/2023
CERTIFICATE OF AUTHORITY No. CA-0007723

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JOB # 22012
DATE: 03/14/2023
SCALE: N.T.S.
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C915



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ORANGE COUNTY STANDARD DETAILS
FOR
MAGNOLIA RESERVE TOWNHOMES
CITY OF OCOCHEE, FLORIDA

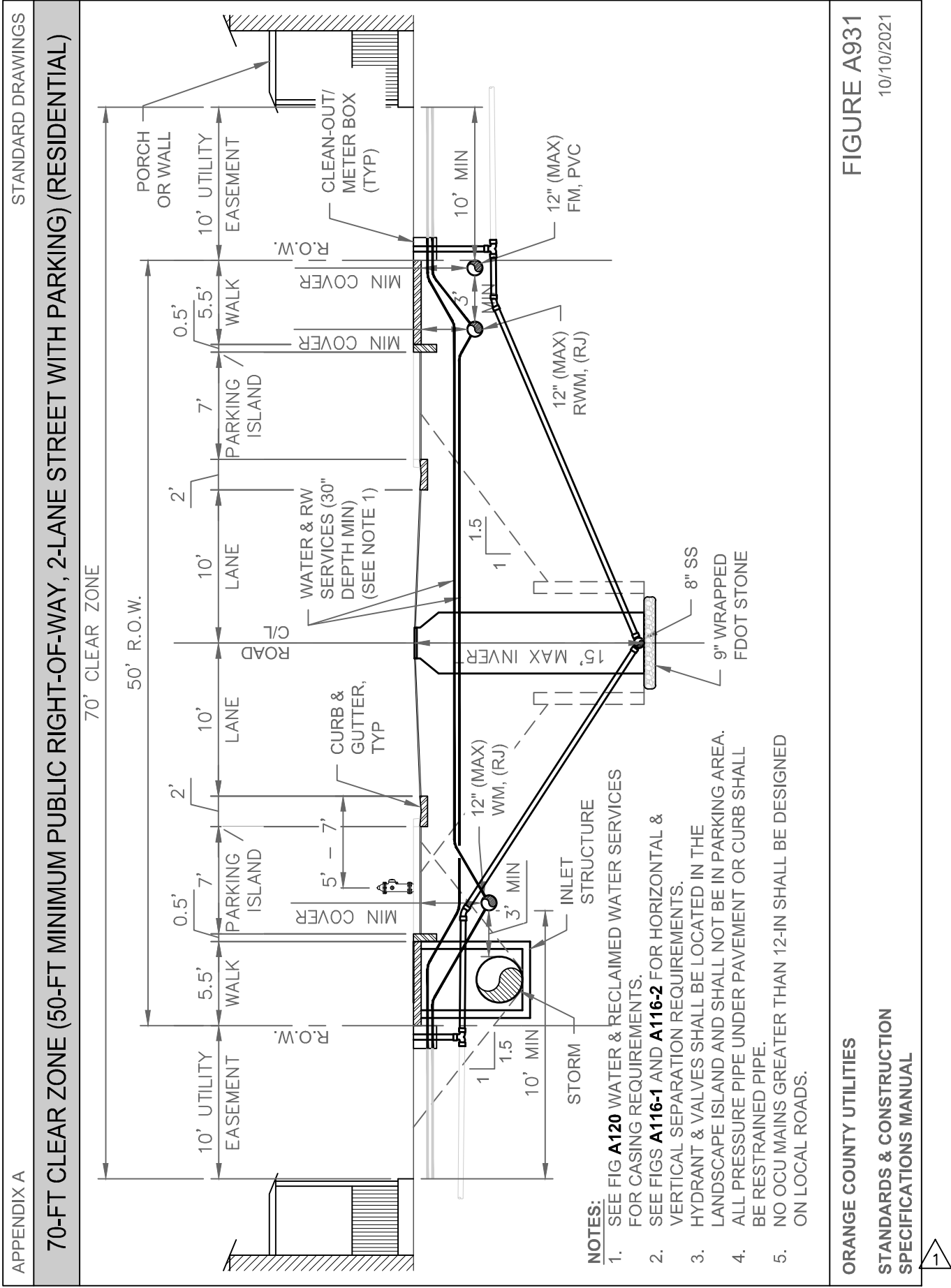
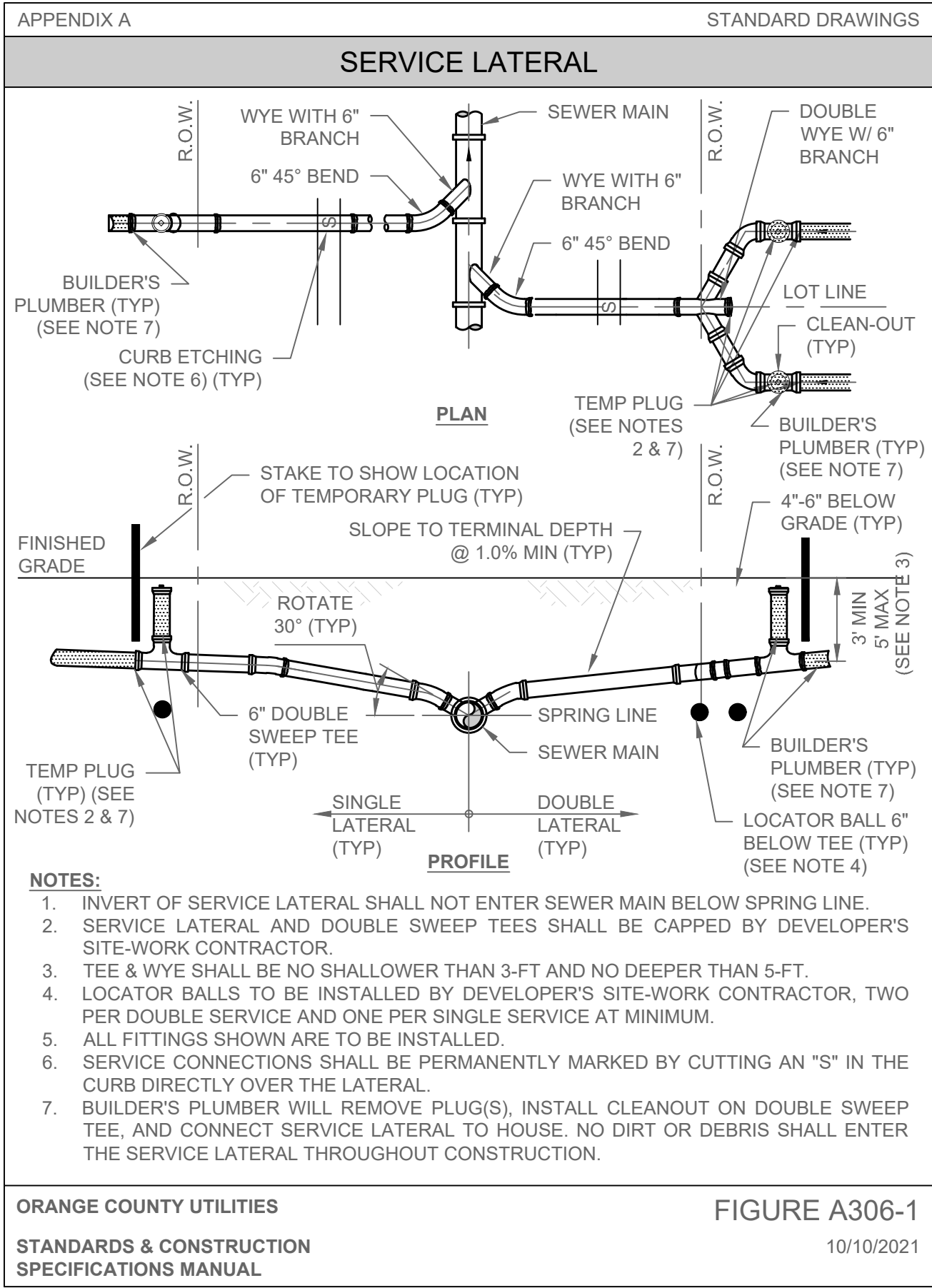
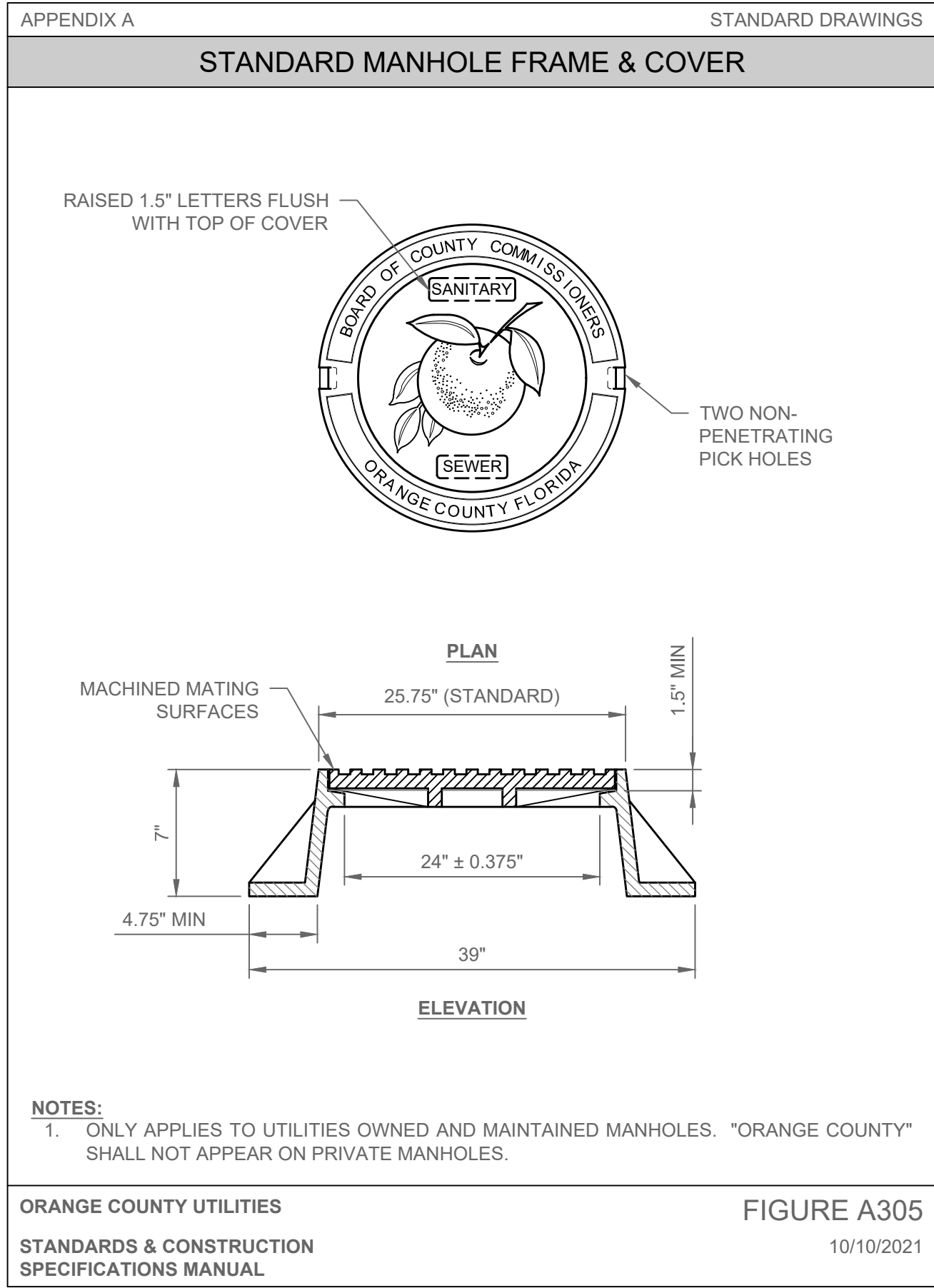
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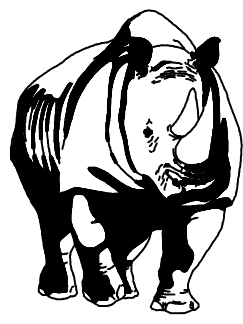
ENGINEER
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JOB # 22012
DATE: 03/14/2023
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ORANGE COUNTY STANDARD DETAILS
FOR
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CITY OF OCOCHEE
FLORIDA

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STATE OF FLORIDA
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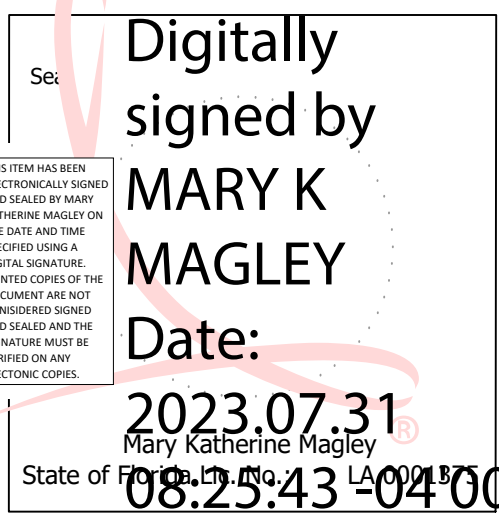


MAGNOLIA RUN NATIVE PLANTS PER LDC ARTICLE 6-10G.				
COMMON AREA LANDSCAPE ONLY (40% of each category must be native)				6 08 2023
Trees				
CAL VIM	7	0		WEeping BOTTLE BRUSH
ILE EAG	10	10	native	EAGLESTON HOLLY
MAG LIT	35	35	native	LITTLE GEM MAGNOLIA
ULM ALA	12	0		WINGED ELM
QUE VIR	20	20	native	LIVE OAK
	84	65	77%	TREES ARE NATIVE
Shrubs				
HAM F13	176	176	native	BIRCANAL
MUH CA4	42	42	native	FIRE BUSH
VIB 083	635	635	native	PINK MUHLY GRASS
ZAM PU2	70	70	native	WALTER'S VIBURNUM
	747	747	100%	SHRUBS ARE NATIVE
Groundcovers				
EVO GLO	103	0		BOTANICAL
LAN DE2	1107	1107	native	BLUE DAZE
TRA AS1	702	0		YELLOW LANTANA
	1809	1107	61%	SHRUBS ARE NATIVE
EACH CATEGORY INCLUDES LOT PLANTING				

- ALL LANDSCAPE AND IRRIGATION IN GREEN SPACE (LOTS, COMMON AREAS AND TRACTS) WILL BE MAINTAINED BY THE HOA.**



FULL SCALE: 1"=20'
HALF SCALE: 1"=40'



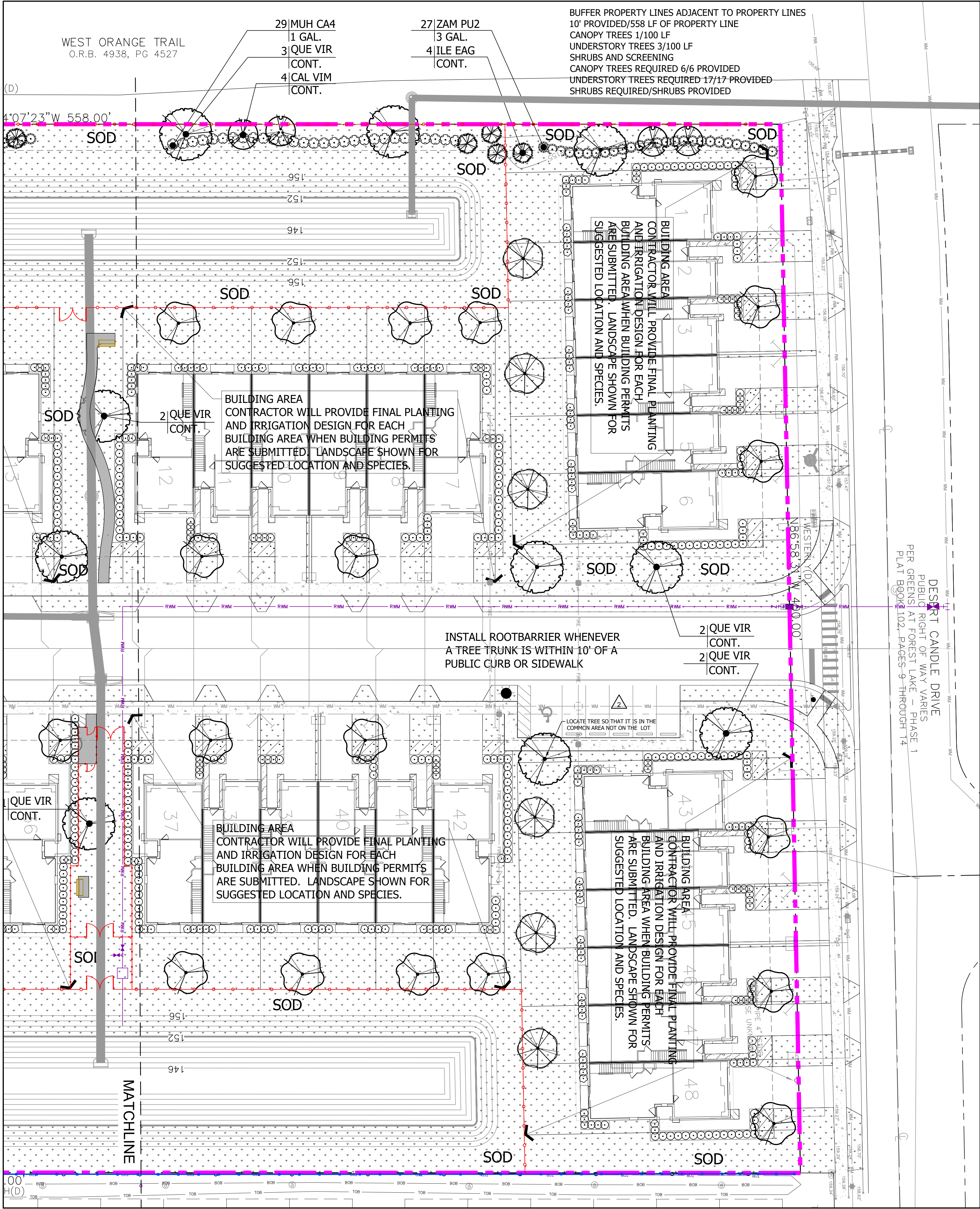
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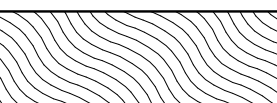
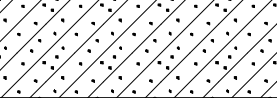
CONSTRUCTION PLANS

SCALE AS INDICATED

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PLANT SCHEDULE										
TREES	CODE	QTY	BOTANICAL / COMMON NAME		CONT.	CAL	SPECIFICATION	WATER USAGE	NATIVE	
	MAG LIT	35		MAGNOLIA GRANDIFLORA 'LITTLE GEM' DWARF SOUTHERN MAGNOLIA SINGLE, STRAIGHT TRUNK, FULL	CONT.	2" DBH MIN	10' HT	LOW-MEDIUM	YES	
	QUE VIR	20		QUERCUS VIRGINIANA SOUTHERN LIVE OAK SINGLE, STRAIGHT TRUNK, FULL	CONT.	3.5" DBH	10' H X 5' S	LOW-MEDIUM	YES	
	ULM ALA	12		ULMUS ALATA WINGED ELM SINGLE, STRAIGHT TRUNK, FULL	CONT.	2.5" DBH	10' H X 4' S	LOW-HIGH	NO	
UNDERSTORY TREES	CODE	QTY	BOTANICAL / COMMON NAME		CONT.	CAL	SPECIFICATION	WATER USAGE	NATIVE	
	CAL VIM	7		CALLISTEMON VIMINALIS WEEPING BOTTLE BRUSH MULTI-TRUNK, FULL	CONT.	3-4 1" CAL TRUNKS MIN	8' HT MIN X 3' SPR MIN	LOW	NO	
	ILE EAG	10		ILEX X ATTENUATA 'EAGLESTON' EAGLESTON HOLLY SINGLE, STRAIGHT TRUNK, FULL	CONT.	2" DBH MIN	8' HT MIN X 3' SPR MIN	LOW	YES	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME		CONT.	-	SPECIFICATION	WATER USAGE	NATIVE	
	HAM F13	176		HAMELIA PATENS FIRE BUSH FULL	3 GAL.		18" H X 18" S	LOW-MEDIUM	YES	
	MUH CA4	42		MUhlenBERGIA CAPILLARIS MUHLY GRASS FULL	1 GAL.		10" OA	LOW-HIGH	YES	
	VIB OB3	635		VIBURNUM OBOVATUM WALTER'S VIBURNUM FULL, 36" OC MAX	3 GAL.		18" H X 18" S	LOW	YES	
	ZAM PU2	70		ZAMIA PUMILA COONTIE FULL	3 GAL.		12" H X 12" S	LOW	YES	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME		CONT.	-	SPECIFICATION	WATER USAGE	NATIVE	SPACING
	EVO GLO	103		EVOLVULUS GLOMERATUS BRAZILIAN DWARF MORNING GLORY FULL	1 GAL		10" H X 12" S	LOW	NO	18" o.c.
	LAN DE2	1,107		LANTANA DEPRESSA DWARF GOLD LANTANA FULL	1 GAL		8" OA	LOW	YES	20" o.c.
	TRA ASI	702		TRACHELOSPERMUM ASIATICUM 'MINIMA' DWARF JASMINE FULL, 5 RUNNERS MIN.	1 GAL		10" H X 12" S	LOW-MED	NO	18" o.c.
SOD	CODE	QTY	BOTANICAL / COMMON NAME		CONT.	-	SPECIFICATION	WATER USAGE	NATIVE	SPACING
	PAS ARG			PASPALUM NOTATUM 'ARGENTINE' BAHIA GRASS CLEAN AND WEED FREE	SOD		SOD	N/A	NO	

MAGNOLIA RUN NATIVE PLANTS PER LDC ARTICLE 6-10G. COMMON AREA LANDSCAPE ONLY (40% of each category must be native)					6 08 2023
Trees	Quantity				
CAL VIM	7	0		WEEPING BOTTLE BRUSH	
ILE EAG	10	10 native		EAGLESTON HOLLY	
MAG LIT	35	35 native		LITTLE GEM MAGNOLIA	
ULM ALA	12	0		WINGED ELM	
QUE VIR	20	20 native		LIVE OAK	
	84	65	77%	TREES ARE NATIVE	
Shrubs	Quantity			Botanical	
HAM FI3	176	176 native		FIRE BUSH	
MUH CA4	42	42 native		PINK MUHLY GRASS	
VIB OB3	635	635 native		WALTER'S VIBURNUM	
ZAM PU2	70	70 native		COONTIE	
	747	747	100%	SHRUBS ARE NATIVE	
Groundcovers	Quantity			Botanical	
EVO GLO	103	0		BLUE DAZE	
LAN DE2	1107	1107 native		YELLOW LANTANA	
TRA ASI	702	0		ASIAN JASMINE	
	1809	1107	61%	SHRUBS ARE NATIVE	

EACH CATEGORY INCLUDES LOT PLANTING

- CITY OF OCOEE LANDSCAPE NOTES:
- TREE ROOT GUARD/BARRIER SHALL BE INSTALLED AT ALL TREES LOCATED WITHIN 10' OF PUBLIC SIDEWALKS AND UTILITIES.
 - NO TREES OR SHRUBS SHALL BE PLANTED ON TOP OR WITHIN CLOSE PROXIMITY TO PUBLIC UTILITIES THAT WILL IMPACT UTILITIES AT MATURITY.

ALL LANDSCAPE AND IRRIGATION IN GREEN SPACE (LOTS, COMMON AREAS AND TRACTS) WILL BE MAINTAINED BY THE HOA.



0 20' 40'
FULL SCALE: 1"=20'
HALF SCALE: 1"=40'

Landscape Architecture
Site Planning
Project Management
18174 Washington Street • Orlando, FL 32803 • 407.726.9606

Digitally signed by MARY K MAGLEY
Date: 2023.07.31 08:25:16-04'00'
Mary Katherine Magley, FLA #0001375
State of Florida Lic. No.: LA 0001375

REVISIONS		
REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE
1	AGENCY COMMENTS	04/20/2023
2	AGENCY COMMENTS	06/08/2023

ISSUED

MAGNOLIA TOWNHOMES
(aka ISSAAK WALKA PROPERTY)
Oviedo, Florida

PLANTING PLAN

CONSTRUCTION PLANS

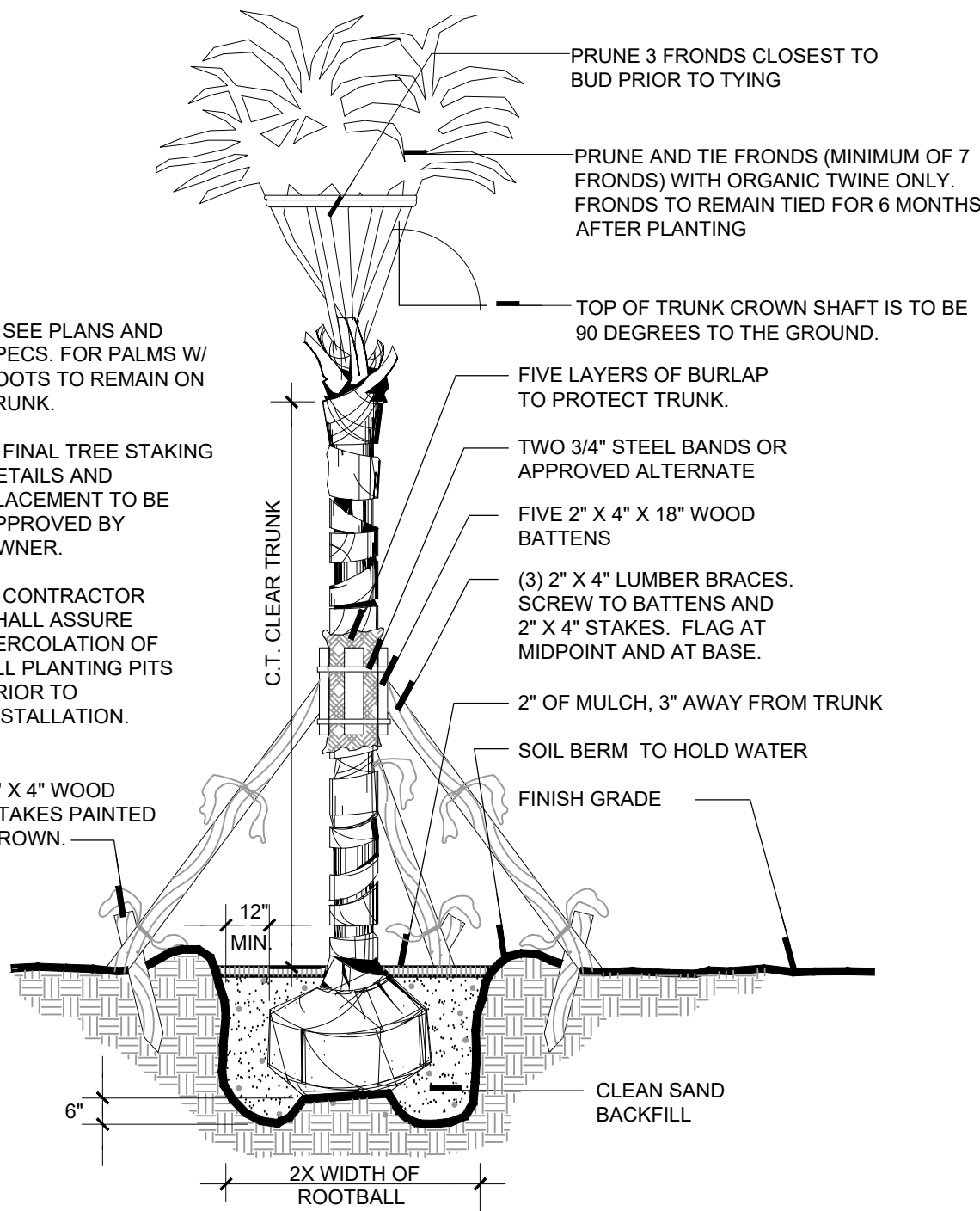
PROJECT NUMBER: MD#2216
DATE: APRIL 28, 2022
DRAWN BY: MD
CHECKED BY: MKM

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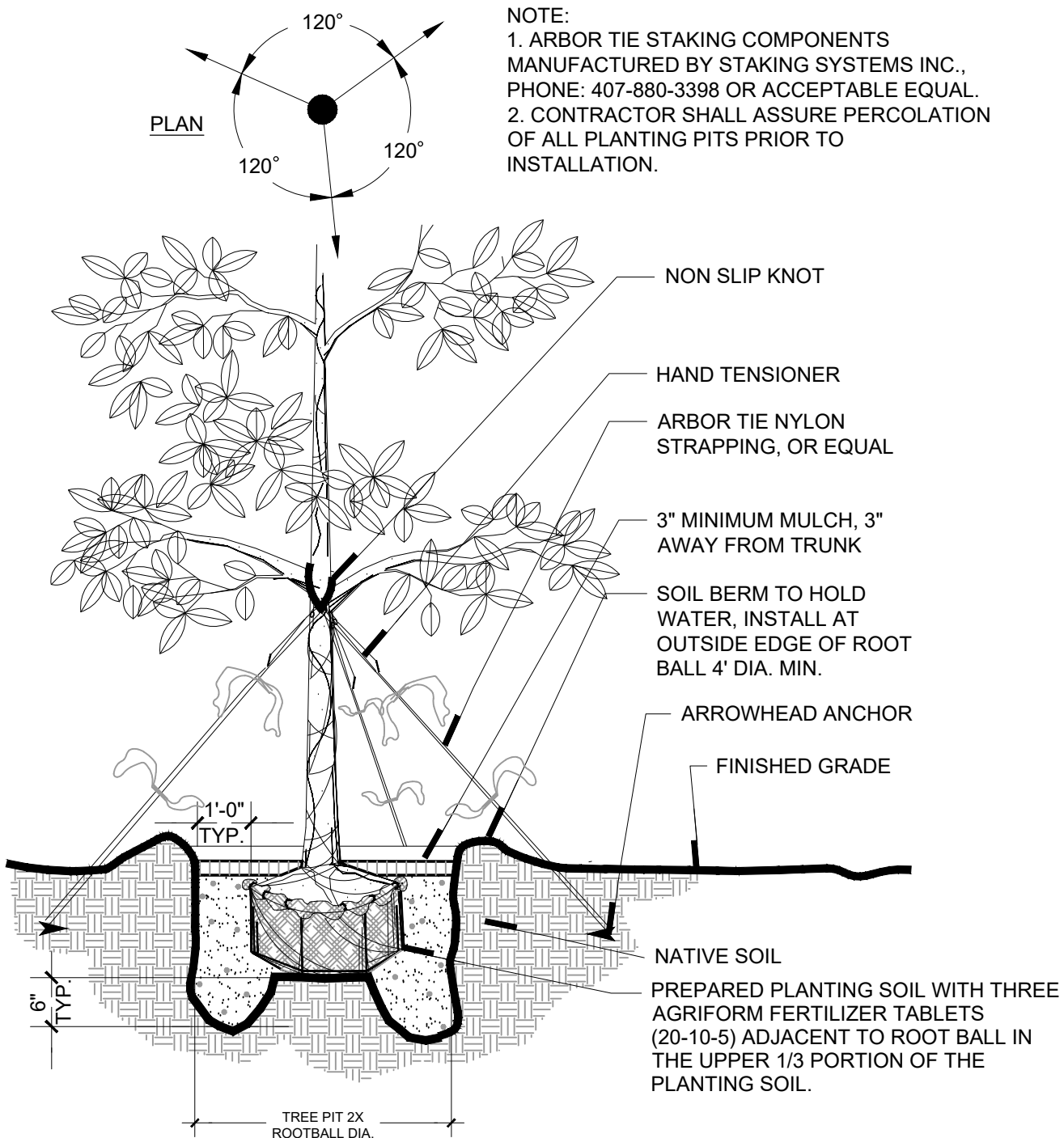
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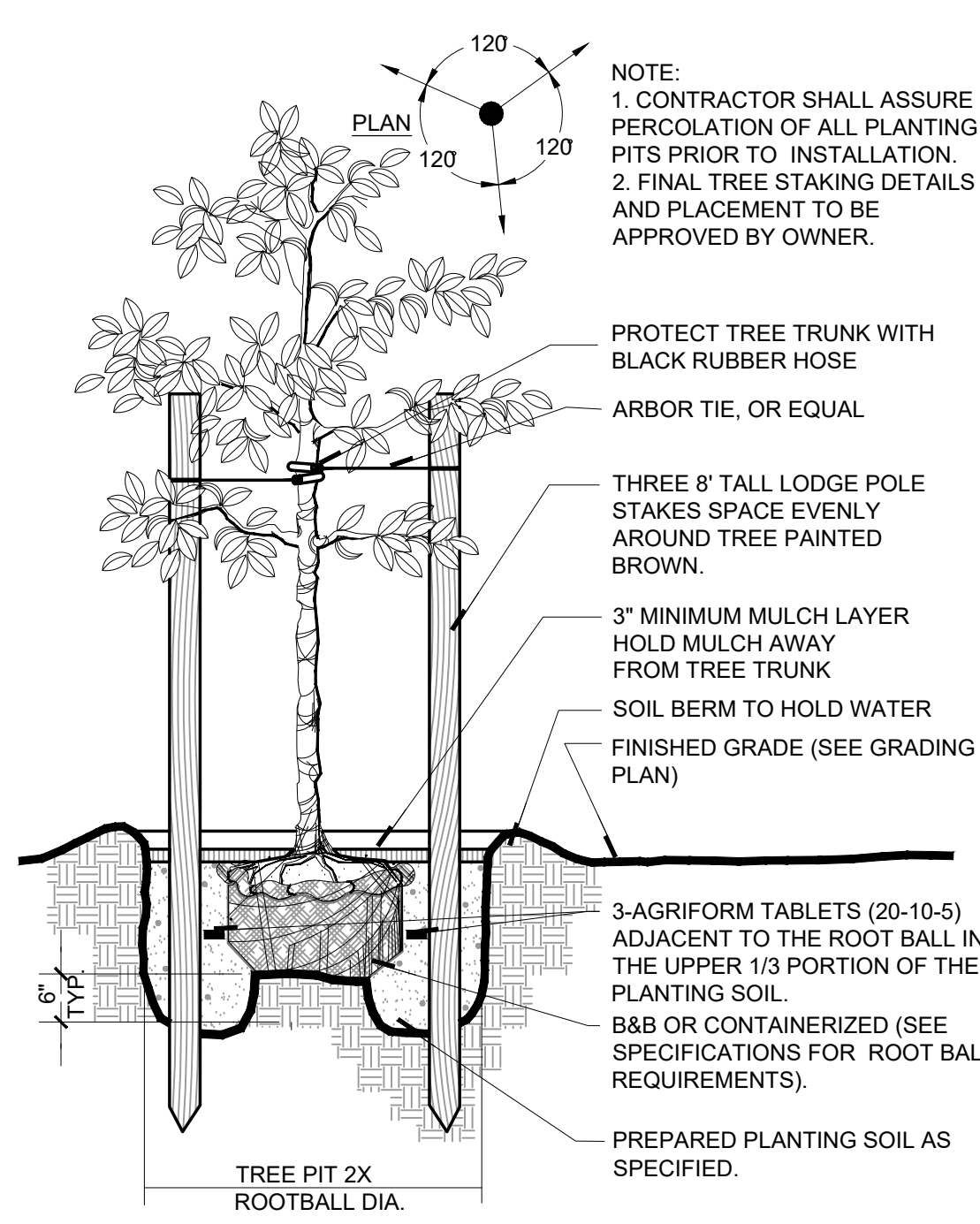
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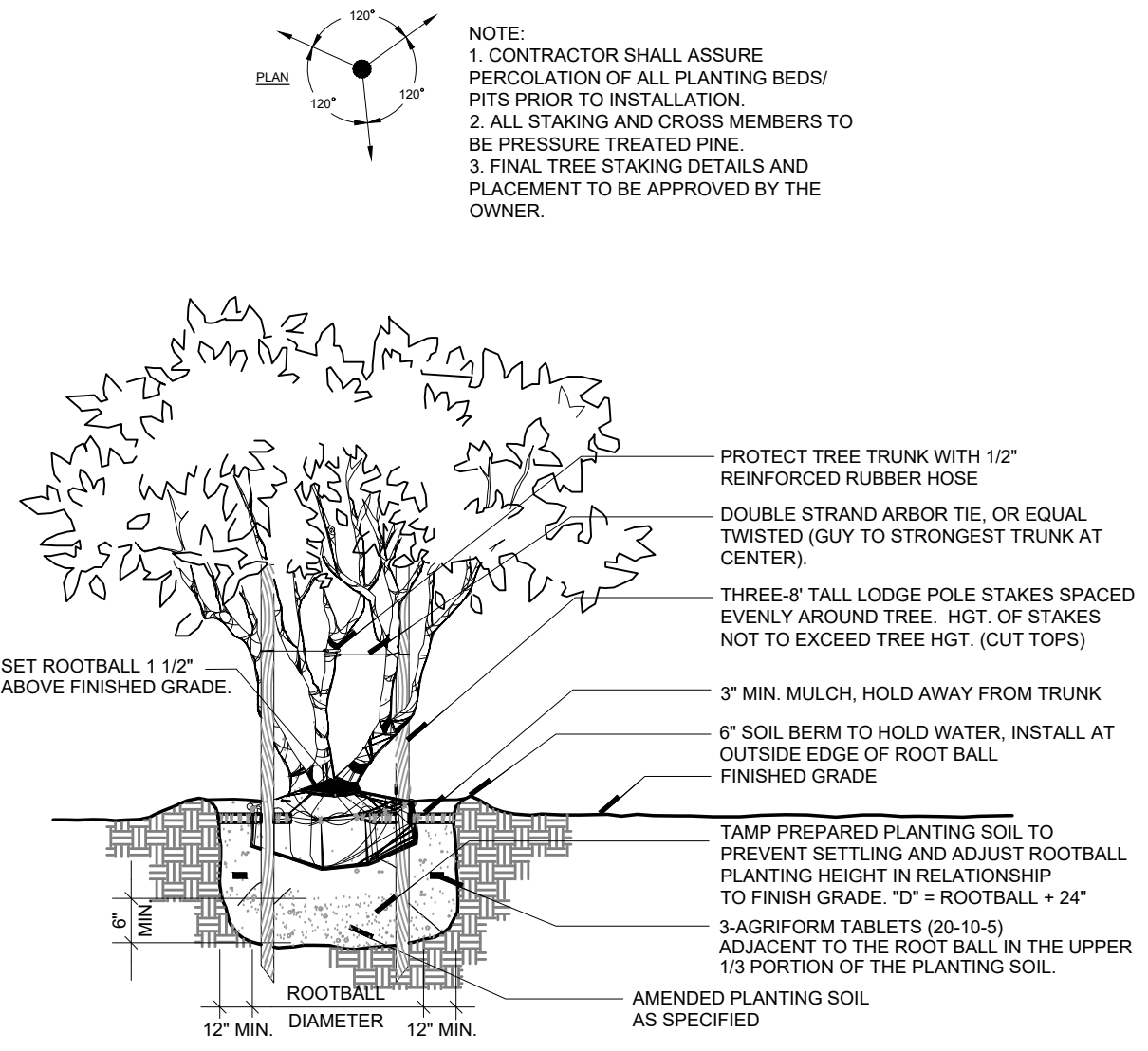
1 TYPICAL PALM PLANTING DETAIL
1/2" = 1'-0"
P-CO-1B



2 LARGE TREE PLANTING DETAIL



3 SMALL TREE PLANTING DETAIL

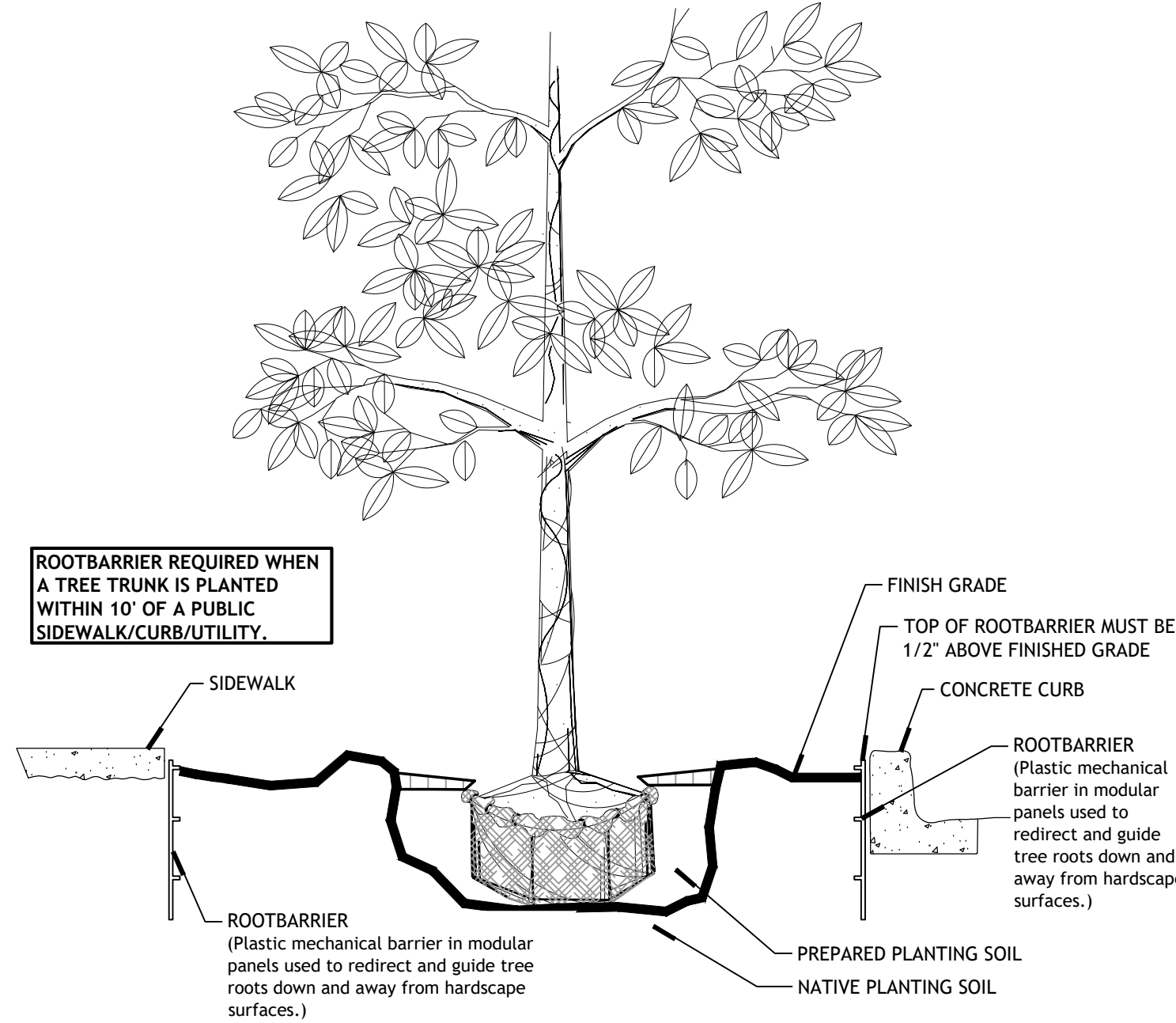


4 TYPICAL MULTITRUNK TREE PLANTING DETAIL

TYPICAL LANDSCAPE NOTES:

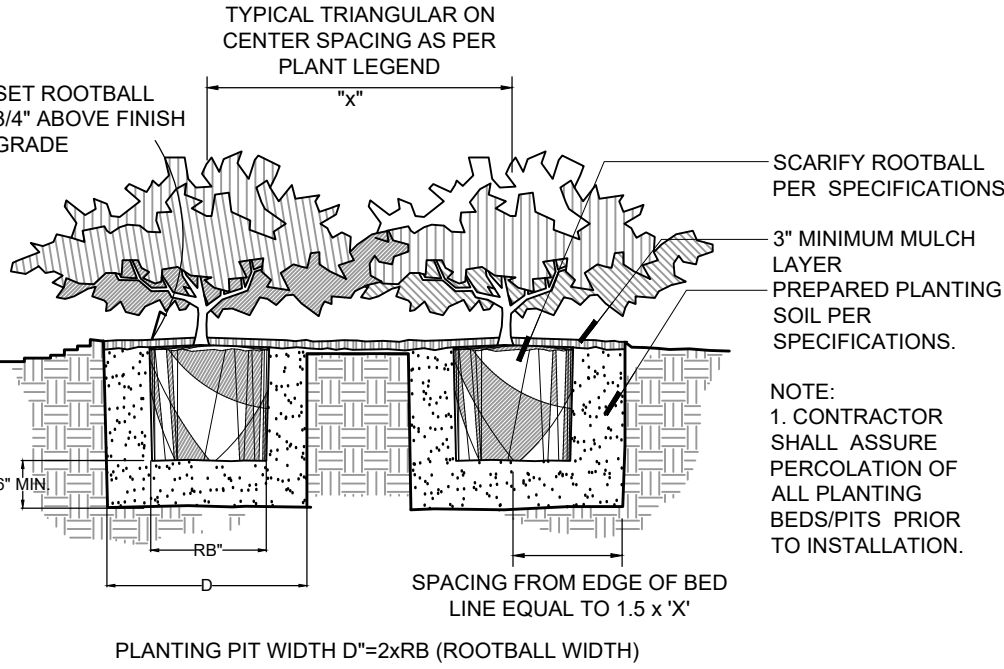
1. ALL TREE CALIPER SIZES NOTED ARE MINIMUM. INCREASE SIZE OR ANY OTHER SPECIFICATIONS AS REQUIRED, PROVIDING MINIMUM PLANT SIZE AND SPECIFICATIONS.
2. ALL CONTAINER SIZES NOTED ARE MINIMUM. INCREASE SIZE OF POT AS REQUIRED, PROVIDING MINIMUM PLANT SIZE AND SPECIFICATIONS. ALL HEIGHT AND SPREAD SPECIFICATIONS ARE MINIMUM.
3. SHRUB AND GROUND COVER BED QUANTITIES ARE INDICATED FOR EACH PLANT BED. ALL PLANT QUANTITIES FOR PROPOSALS SHALL BE DERIVED SOLELY FROM DRAWINGS AND SPECIFICATIONS.
4. SHRUB AND GROUND COVER SPACING IS INDICATED ON THE PLANT LIST AND SHALL APPLY FOR ALL "MASS PLANTING" BEDS.
5. OWNERS REPRESENTATIVE MUST TAG AN EXAMPLE OF EACH PALM SPECIES ACCORDING TO THE SPECIFICATIONS IN THE PLANT LIST.
6. SEE PLANT LIST DETAILS AND SPECIFICATIONS FOR FURTHER PLANTING INFORMATION.
7. LOCATION OF ALL UTILITIES AND BASE INFORMATION IS APPROXIMATE. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES AND OBSTRUCTIONS AND COORDINATE WITH OWNERS REPRESENTATIVE PRIOR TO INITIATING INSTALLATION WORK. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGE COMMITTED TO EXISTING ELEMENTS ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE.
8. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNERS REPRESENTATIVE.
9. CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE. THE LOCATION OF ALL PLANT MATERIAL IS SUBJECT TO FIELD CHANGE.
10. LANDSCAPE CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE IRRIGATION CONTRACTOR AND ALL OTHER TRADES.
11. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED UNTIL PLANT MATERIALS ARE WELL ESTABLISHED, TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL LANDSCAPE AREAS WHERE THE EXISTING OR PROPOSED IRRIGATION IS FOR WHATEVER REASON NOT OPERATING OR NOT OPERATING CORRECTLY.
13. CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED AS DIRECTED DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER OR OWNERS REPRESENTATIVE.
14. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH FLORIDA NO. 1 GRADE, ACCORDING TO THE "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, CURRENT EDITION.
15. CONTRACTOR SHALL REMOVE EXISTING SOD AND/OR VEGETATION IN ALL AREAS TO BE PLANTED WITH SHRUB/GROUNDCOVERS AND/OR ALL AREAS TO BE MULCHED.
16. CONTRACTOR SHALL REPLACE SOD IN ALL AREAS WHERE EXISTING VEGETATION IS REMOVED OR RELOCATED, WHERE EXISTING LAWN AREAS ARE DAMAGED BY HIS WORK, AND WHERE NEW VEGETATION IS INSTALLED (UNLESS OTHERWISE NOTED ON PLANS) WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADING ALL SUCH AREAS TO BLEND BOTH ELEVATIONS AND SOD INTO EXISTING SURROUNDING LAWN AREAS.
17. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDSCAPING WORK. FOR EVERY BLOCK SECTION OF STREET THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST THREE AREAS UNDISTURBED BY PREVIOUS WORK AND TWO AREAS DISTURBED AND/OR REFILLED. SEE SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.
18. THE CONTRACTOR SHALL PROVIDE UNIT PRICES AS REQUESTED WHICH INCLUDE THE TOTAL COST OF THE WORK INCLUDING BUT NOT LIMITED TO ANY AND ALL COSTS FOR EQUIPMENT, MATERIAL, PRODUCTS, OVERHEAD, PROFIT, GUARANTEES, LABOR, INSTALLATION, ETC. TO PROVIDE A COMPLETE JOB AS OUTLINED ON THE DRAWINGS. THE OWNER SHALL HAVE THE OPTION TO ADD OR DEDUCT FROM THE LUMP SUM BID CONTRACT AMOUNT, BASED ON THE QUOTED UNIT PRICES FOR ANY OR THE ITEMS LISTED IN THE "PLANT LIST".
19. CONTRACTOR SHALL PROTECT EXISTING VEGETATION TO REMAIN BY MEANS APPROVED BY THE OWNER/OWNERS REPRESENTATIVE AND AS DETAILED IN THE DRAWINGS.
20. CONTRACTOR SHALL CLEAN, PRUNE, AND SHAPE EDGES OF EXISTING VEGETATION AS DIRECTED BY OWNERS REPRESENTATIVE. CREATE SMOOTH BED LINES AROUND EXISTING VEGETATION.
21. CONTRACTOR AND EMPLOYEE VEHICLE PARKING SHALL BE COORDINATED WITH THE OWNER OR OWNERS REPRESENTATIVE. SHUTTLING OF EMPLOYEES TO THE PROJECT AREAS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL NOT DISRUPT OR CONFLICT IN ANY WAY WITH EXISTING TRAFFIC.
22. CONSTRUCTION ACCESS SHALL BE INDICATED BY THE OWNER. COORDINATION OF HEAVY EQUIPMENT AND MATERIALS SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATION OF WORK WITH OTHER TRADES AND THE OWNER OR OWNERS REPRESENTATIVE.
23. THE CONTRACTOR SHALL TAKE WHATEVER MEANS THAT MAY BE NECESSARY TO FULLY UNDERSTAND ALL THE ACCESS ROUTES AND CONSTRUCTION SCHEDULES IN ORDER TO PROVIDE A COMPLETE AND FINISHED PROJECT ON SCHEDULE.
24. PINE STRAW MULCH OR OWNER DIRECTED MULCH TYPE. (CYPRESS MULCH NOT ALLOWED).

9 LANDSCAPE NOTES
N.T.S.

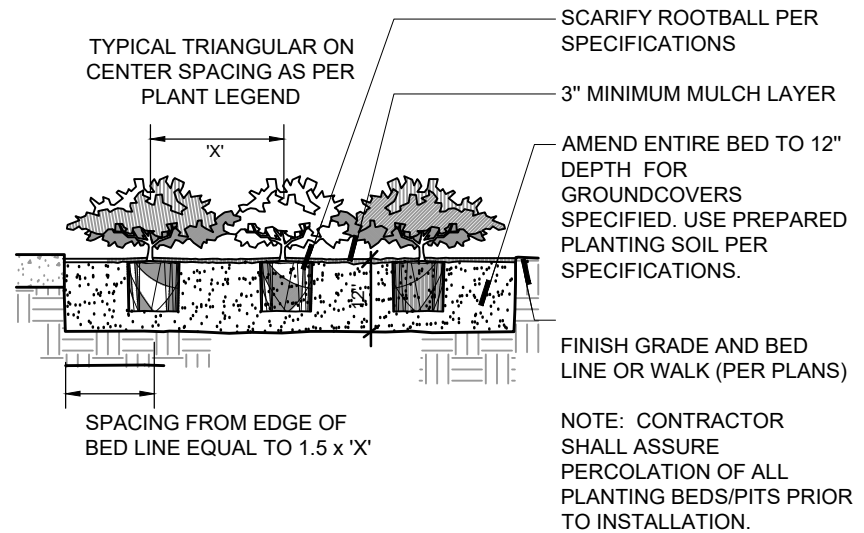


8 ROOT BARRIER
N.T.S.

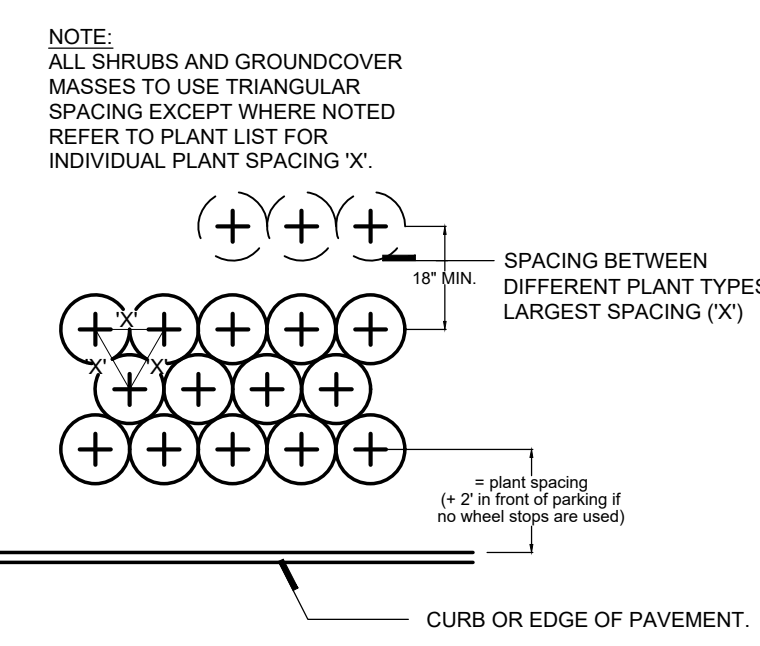
- NOTES:
1. Manufactured by DeepRoot Green Infrastructure, LLC. (DeepRoot), 530 Washington Street, San Francisco, CA 94111; 800.458.7668; fax 800.277.7668; www.deeproot.com OR APPROVED EQUAL
 2. 18" Depth, UB 18-2
 - a. Material: black, recyclable, injection molded panel manufactured with 75% reprocessed polypropylene with added ultraviolet inhibitors.
 - b. Dimensions: 0.075" (1.90 mm) wall thickness in modules 24" (609 mm) long and 18" (457 mm) deep.
 - c. Additional specifications:
 1. 3/8" (9.53mm) wide integral molded 0.060" (1.52mm) thickness double top edge with stiffening ribs; bottom edge attached to vertical root deflecting ribs.
 2. Integral molded vertical root directing ribs; 0.060" (1.52mm) thickness by 1/2" (12.7mm) deep spaced at 6" (152mm) O.C.
 3. Integral molded horizontal anti-lift ground lock tabs; 0.060" (1.52mm) thickness by 2-1/4" (57.15mm) long by 3/8" (9.53mm) wide; minimum nine per panel.
 4. Integral zipper joining system for panel connections.
 3. Linear Applications
 - a. For installation along linear applications of landscapes:
 1. Assemble the appropriate number of root barrier panels using Zipper Joining System.
 2. Trench immediately adjacent to hardscape to the appropriate depth for installation of specified root barrier so that top of barrier is 1/2"-1" (12.7mm to 25.4mm) above finished soil grade.
 3. Place root barrier in trench, vertical ribs facing toward planting area and tree roots.
 4. Where possible, use hardscape as a guide for root barrier alignment.
 5. Backfill adjacent planting soil against the root barrier to promote clean fit to hardscape. Fill to finish grade per project specifications.



5 TYPICAL SHRUB PLANTING DETAIL



6 TYPICAL GROUNDCOVER PLANTING DETAIL



7 TYPICAL PLANT SPACING DETAIL

MD MagleyDesign
Landscape Architecture
Site Planning
Project Management
18174 Washington Street • Orlando, FL 32803 • 407.736.9406

Seal
Digitally signed by MARY K MAGLEY
Date: 2023.07.31
08:24:48-04'00'
Mary Katherine Magley, RLA 0001375
State of Florida Lic. No.: LA 0001375

REVIEWS		
REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE

ISSUED	

MAGNOLIA TOWNHOMES
(aka ISSAIAH MALKA PROPERTY)
Oviedo, Florida

PLANTING DETAILS AND NOTES

CONSTRUCTION PLANS	
PROJECT NUMBER:	MD#2216
DATE:	APRIL 28, 2022
DRAWN BY:	MD
CHECKED BY:	MMK

SCALE AS INDICATED
L3

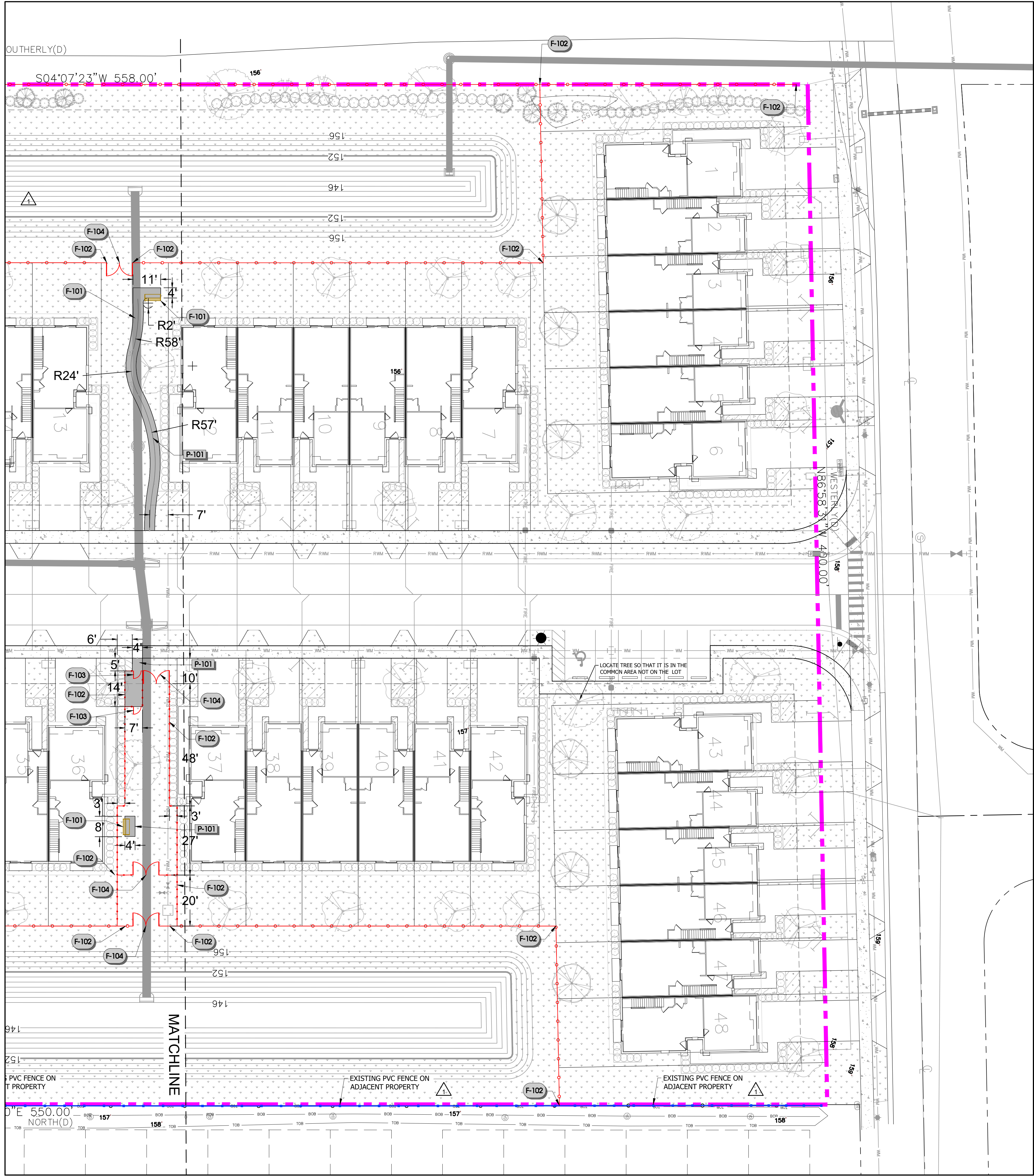
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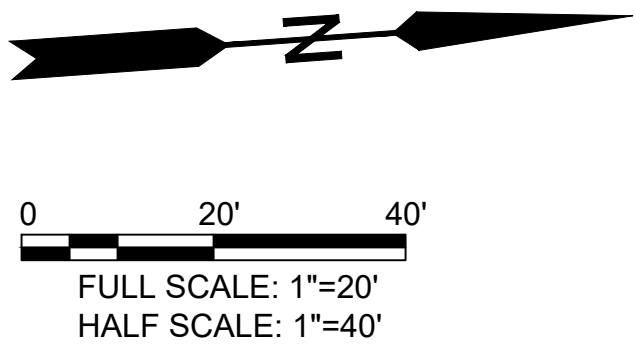
Page 114 of 295

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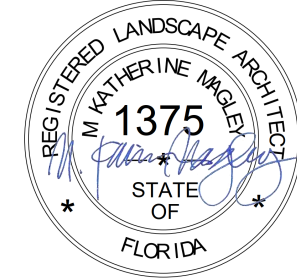
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REFERENCE NOTES SCHEDULE		
FURNISHINGS		
SYMBOL	DESCRIPTION	QTY
F-101	6" L BENCH/OWNER SELECTED	2
F-102	4" H ALUMINUM PICKET FENCE/OWNER SELECTED	
F-103	3' W SINGLE GATE/4" H/MATCH FENCE	
F-104	5' W DOUBLE GATE/4" H/MATCH FENCE	
PAVEMENTS		
SYMBOL	DESCRIPTION	QTY
P-101	6" THK NATURAL GRAY CONCRETE/WWF/BROOM FINISH W/SAW CUT JTS	

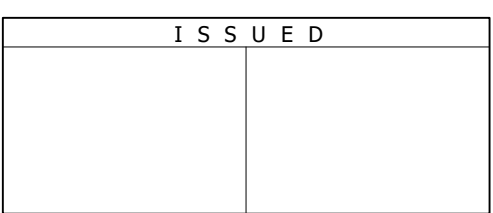


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by MARY K
MAGLEY
Date:
2023.07.31
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KATHERINE MAGLEY ON
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REVISIONS		
REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE
1	AGENCY COMMENTS	04/20/2023



MAGNOLIA TOWNHOMES
(aka ISAAK MALKA PROPERTY)
Oviedo, Florida

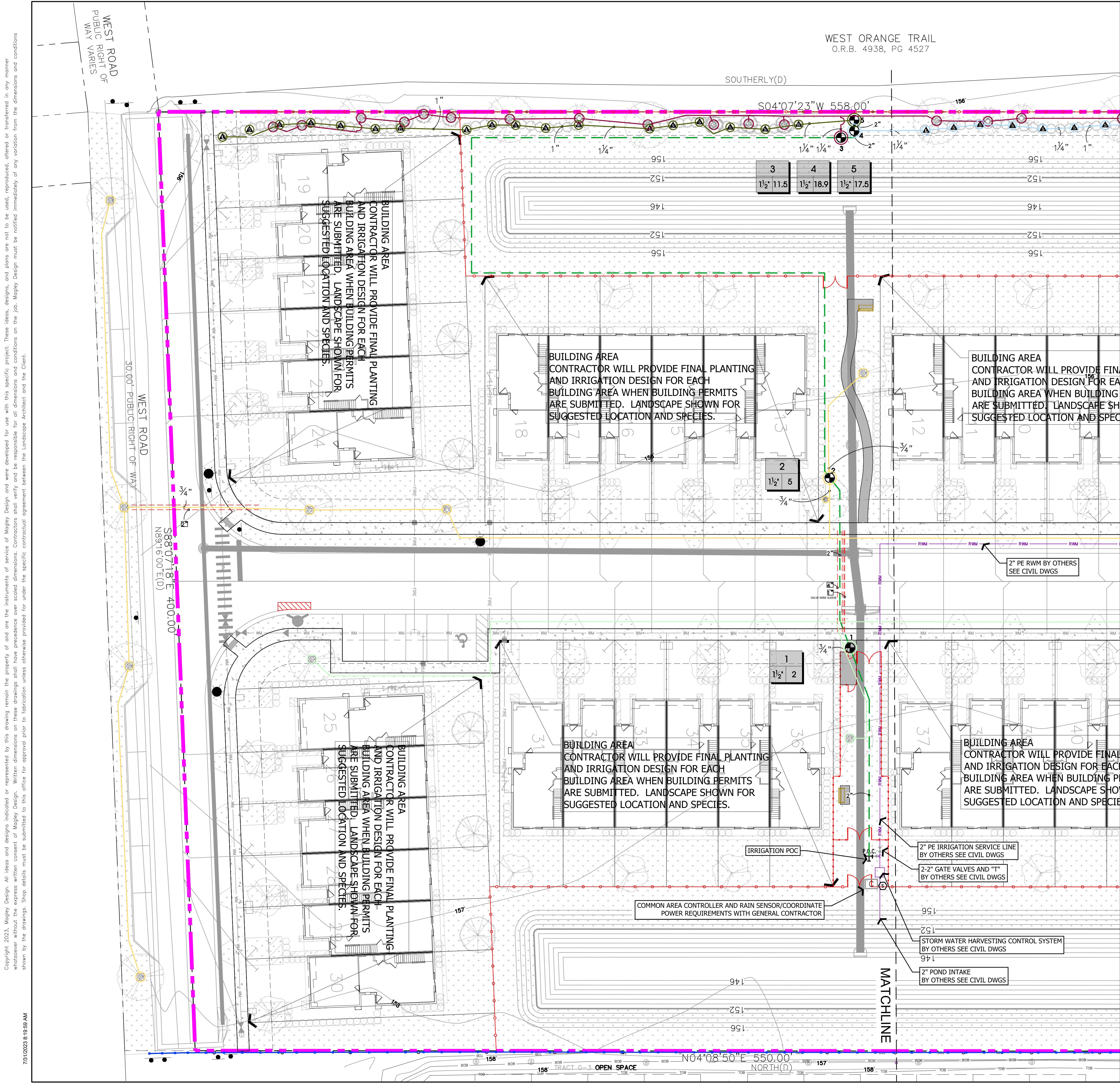
**HARDSCAPE AND SITE
FURNISHINGS PLAN**

CONSTRUCTION PLANS

PROJECT NUMBER: MD#2216
DATE: APRIL 28, 2022
DRAWN BY: MD
CHECKED BY: MKM

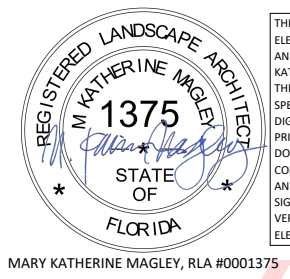
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H2



- CITY OF OCOEE IRRIGATION NOTES:
1. IRRIGATION SYSTEM DESIGN AND INSTALLATION SHALL COMPLY WITH CHAPTER 175 OF CITY CODE.
 2. FINAL IRRIGATION PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM CITY OF OCOEE CODE OF ORDINANCES CHAPTER 175 LANDSCAPE IRRIGATION REQUIREMENTS. ANY DEVIATIONS MUST BE APPROVED IN WRITING PRIOR TO CONSTRUCTION.
 3. THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION, SHALL INCORPORATE WATERSENSE PLUMBING FIXTURES AND ENERGY STAR APPLIANCES AS REQUIRED BY CHAPTER 175 OF THE CITY OF OCOEE'S CODE OF ORDINANCES.
 4. THERE SHALL BE A MINIMUM OF FOUR (4) INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
 5. NO TREES OR SHRUBS SHALL BE PLACED ON TOP OF OR IN CLOSE PROXIMITY TO PUBLIC UTILITIES THAT WILL IMPACT UTILITIES AT PLANT MATURITY.
 6. DEVELOPER/CONTRACTOR SHALL COORDINATE WITH UTILITIES DEPARTMENT FOR WATER CONSERVATION INSPECTION OF PLUMBING AND IRRIGATION SYSTEM BY CALLING 407.905.3159.
 7. A LETTER OF CERTIFICATION OF THE DESIGN FOR THE IRRIGATION SYSTEM FOR OCOEE RETAIL SHALL BE SUBMITTED AS REQUIRED. AN IRRIGATION DESIGN PROFESSIONAL FOLLOWED CHAPTER 175 FOR THE DESIGN OF THIS PROJECT.
 8. TREE ROOT GUARD/BARRIER SHALL BE INSTALLED AT ALL TREES LOCATED WITHIN 10' OF PUBLIC SIDEWALKS AND UTILITIES.

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State of Florida Doc No.: LA 0001375

REVISIONS		
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1	AGENCY COMMENTS	04/20/2023
2	AGENCY COMMENTS	06/08/2023

ISSUED

MAGNOLIA TOWNHOMES
(aka ISAAK MALKA PROPERTY)
Oviedo, Florida

IRRIGATION PLAN

CONSTRUCTION PLANS

PROJECT NUMBER: MD#2216
DATE: APRIL 28, 2022
DRAWN BY: MD
CHECKED BY: MKM

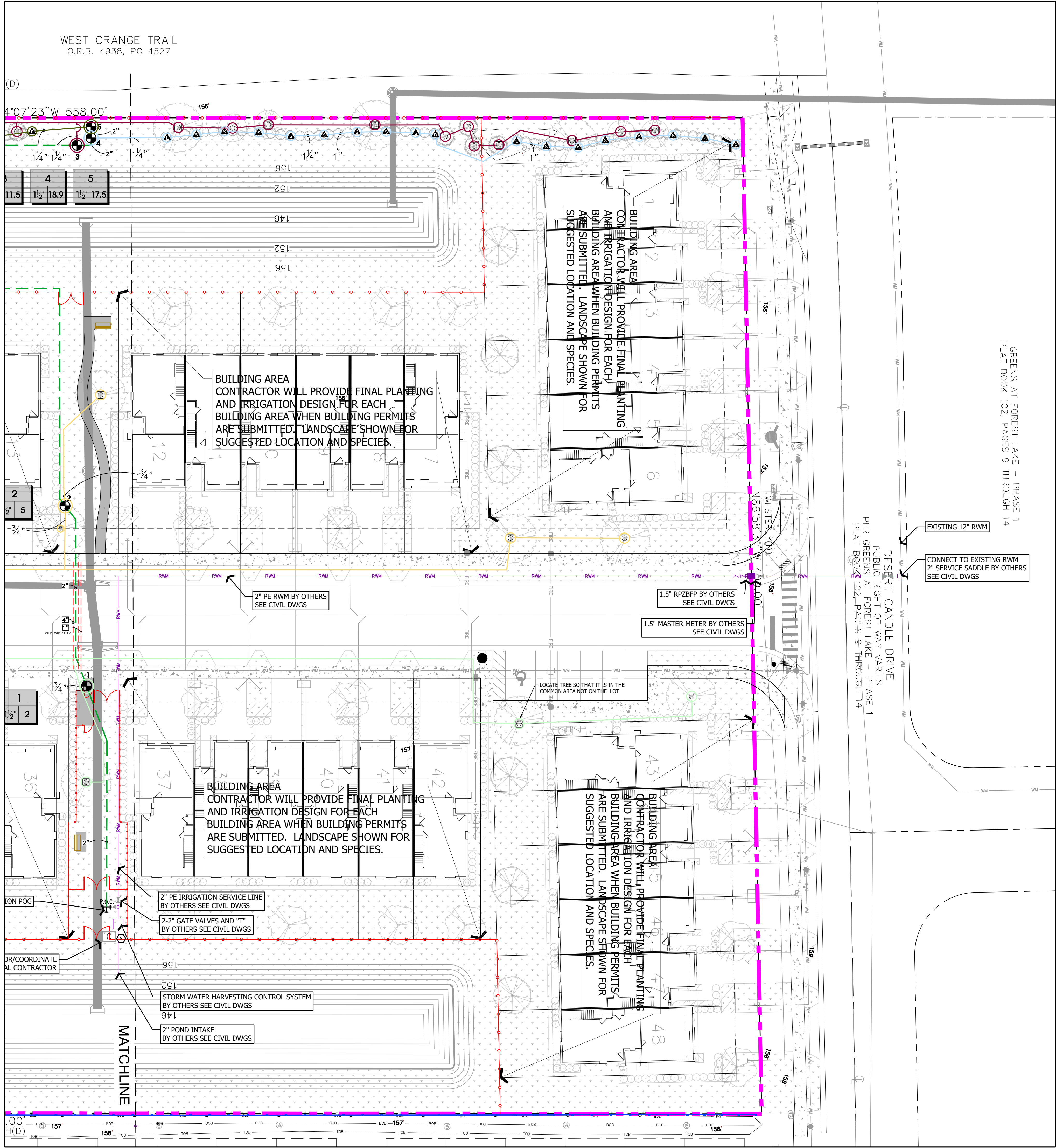
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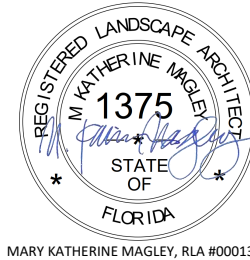
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FULL SCALE: 1"=20'
HALF SCALE: 1"=40'

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Date: 2023.07.31 16:23:07 -0400

REVISIONS		
REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE
1	AGENCY COMMENTS	04/20/2023
2	AGENCY COMMENTS	06/08/2023

ISSUED

MAGNOLIA TOWNHOMES
(aka ISSAAK WALKA PROPERTY)
Oviedo, Florida

IRRIGATION PLAN

CONSTRUCTION PLANS

PROJECT NUMBER: MD#2216
DATE: APRIL 28, 2022
DRAWN BY: MD
CHECKED BY: MKM

SCALE AS INDICATED

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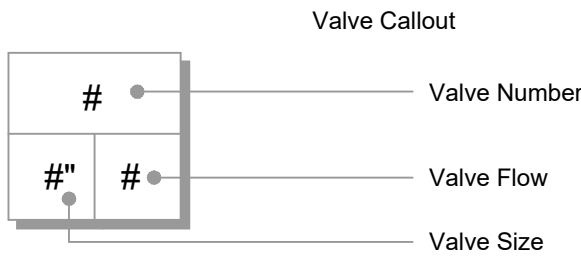


0 20' 40'
FULL SCALE: 1"=20'
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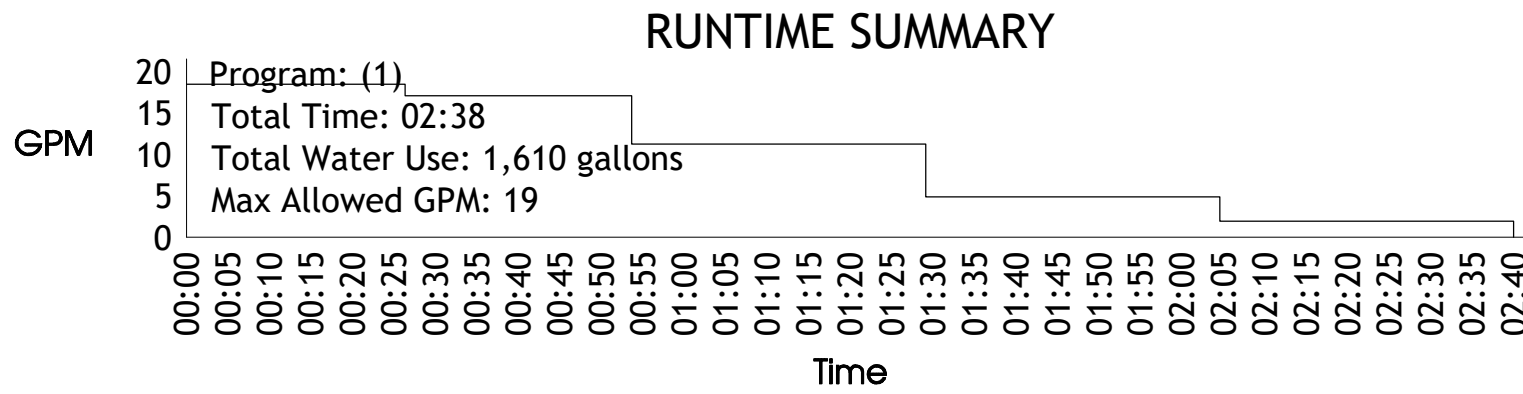
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IRRIGATION SCHEDULE COMMON AREA IRRIGATION						
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	ARC	PSI	GPM	RADIUS
	RAIN BIRD 1812-SAM-PRS-U 15LCS SHRUB SPRAY, 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	5	LCS	30	0.49	4'x15'
	RAIN BIRD 1812-SAM-PRS-U 15RCS SHRUB SPRAY, 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	5	RCS	30	0.49	4'x15'
	RAIN BIRD 1812-SAM-PRS-U 15SST SHRUB SPRAY, 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET. WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	26	SST	30	1.21	4'x30'
	RAIN BIRD 1800-1400 FLOOD 1402 FIXED FLOW RATE (0.25-2.0GPM), FULL CIRCLE BUBBLER, 1/2" FIPT.	37		20	0.5	3'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY				
	RAIN BIRD PESBR-PRS-D 1-1/2" 1IN., 1-1/2IN., 2IN. DURABLE CHLORINE-RESISTANT VALVES FOR RECLAIMED WATER APPLICATIONS. WITH SCRUBBER MECHANISM TECHNOLOGY, PURPLE FLOW CONTROL HANDLE, AND PRESSURE REGULATOR MODULE.	5				
	RAIN BIRD ESP4ME3 WITH (2) ESP-SM3 10 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY.	1				
	RAIN BIRD WR2-RC WIRELESS RAIN SENSOR COMBO, INCLUDES 1 RECEIVER AND 1 RAIN SENSOR TRANSMITTER.	1				
	POINT OF CONNECTION 2" THE STORM WATER POND WITH A HARVESTING SYSTEM (DESIGN BUILD) AND CITY OF OCOEE RECLAIMED WATER	1				
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26-NP 3/4"	2,212 L.F.				
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26-NP 1"	172.1 L.F.				
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26-NP 1 1/4"	220.7 L.F.				
	IRRIGATION MAINLINE: PVC SCHEDULE 40-NP 2"	631.1 L.F.				
	PIPE SLEEVE: PVC SCHEDULE 40 1" EXTEND SLEEVE 12-18" PAST HARDSCAPE SLEEVES SHALL BE DOUBLE THE SIZE OF THE LATERAL GOING THRU IT	43.2 L.F.				
	PIPE SLEEVE: PVC SCHEDULE 40 2" EXTEND SLEEVE 12-18" PAST HARDSCAPE SLEEVES SHALL BE DOUBLE THE SIZE OF THE LATERAL GOING THRU IT	54.0 L.F.				
	PIPE SLEEVE: PVC SCHEDULE 40 4" EXTEND SLEEVE 12-18" PAST HARDSCAPE SLEEVES SHALL BE DOUBLE THE SIZE OF THE LATERAL GOING THRU IT	43.2 L.F.				



NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE 3/4"	PIPE 1"	PIPE 1 1/4"	WIRE	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
1	RAIN BIRD PESBR-PRS-D	1-1/2"	BUBBLER	2	4	593.4			102.0	20	0.18	3.5	23.7		1.7 in/h
2	RAIN BIRD PESBR-PRS-D	1-1/2"	BUBBLER	5	10	956.5			176.7	20	1.57	3.5	25.1		1.7 in/h
3	RAIN BIRD PESBR-PRS-D	1-1/2"	BUBBLER	11.5	23	504.5		9.2	629.9	20	1.94	3.5	25.4	26.3	1.7 in/h
4	RAIN BIRD PESBR-PRS-D	1-1/2"	SHRUB SPRAY	18.9	18	78.5	95.7	94.0	638.5	30	2.92	3.5	36.4	38.5	1.75 in/h
5	RAIN BIRD PESBR-PRS-D	1-1/2"	SHRUB SPRAY	17.46	18	79.1	76.4	117.5	643.0	30	2.54	3.5	36.0	37.8	1.67 in/h
	Common Wire								631.1						

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	RAIN BIRD PESBR-PRS-D	BUBBLER	1.7 in/h	1	36	72	
2	RAIN BIRD PESBR-PRS-D	BUBBLER	1.7 in/h	1	36	180	
3	RAIN BIRD PESBR-PRS-D	BUBBLER	1.7 in/h	1	36	414	
4	RAIN BIRD PESBR-PRS-D	SHRUB SPRAY	1.75 in/h	0.75	26	491	
5	RAIN BIRD PESBR-PRS-D	SHRUB SPRAY	1.67 in/h	0.75	27	471	
		TOTALS:			161	1,629	



CRITICAL ANALYSIS

Generated: 2023-04-24 14:60

P.O.C. NUMBER: 01
Water Source Information: THE STORM WATER POND WITH A HARVESTING SYSTEM (DESIGN BUILD) AND CITY OF OCOEE RECLAIMED WATER

FLOW AVAILABLE
Point of Connection Size: 2"
Flow Available: 69.4 GPM

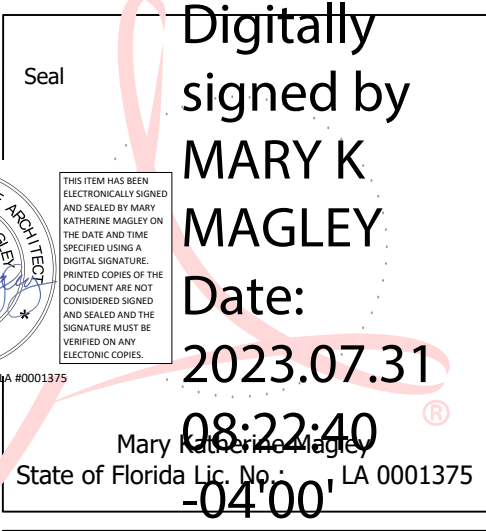
PRESSURE AVAILABLE
Static Pressure at POC: 40 PSI
Pressure Available: 40 PSI

DESIGN ANALYSIS
Maximum Station Flow: 18.9 GPM
Flow Available at POC: 69.4 GPM
Residual Flow Available: 50.5 GPM

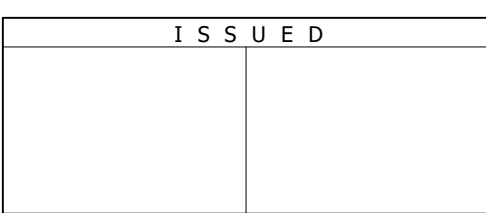
Critical Station: 4
Design Pressure: 30 PSI
Friction Loss: 2.66 PSI
Fittings Loss: 0.26 PSI
Elevation Loss: 0 PSI
Loss through Valve: 3.5 PSI
Pressure Req. at Critical Station: 36.4 PSI
Loss for Fittings: 0.19 PSI
Loss for Main Line: 1.88 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 38.5 PSI
Pressure Available: 40 PSI
Residual Pressure Available: 1.51 PSI

CITY OF OCOEE IRRIGATION NOTES:

- IRRIGATION SYSTEM DESIGN AND INSTALLATION SHALL COMPLY WITH CHAPTER 175 OF CITY CODE.
- FINAL IRRIGATION PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM CITY OF OCOEE CODE OF ORDINANCES CHAPTER 175 LANDSCAPE IRRIGATION REQUIREMENTS. ANY DEVIATIONS MUST BE APPROVED IN WRITING PRIOR TO CONSTRUCTION.
- THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION, SHALL INCORPORATE WATERSENSE PLUMBING FIXTURES AND ENERGY STAR APPLIANCES AS REQUIRED BY CHAPTER 175 OF THE CITY OF OCOEE'S CODE OF ORDINANCES. THERE SHALL BE A MINIMUM OF FOUR (4) INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
- DEVELOPER/CONTRACTOR SHALL COORDINATE WITH UTILITIES DEPARTMENT FOR WATER CONSERVATION INSPECTION OF PLUMBING AND IRRIGATION SYSTEM BY CALLING 407.905.3159.
- A LETTER OF CERTIFICATION OF THE DESIGN FOR THE IRRIGATION SYSTEM FOR OCOEE RETAIL SHALL BE SUBMITTED AS REQUIRED. AN IRRIGATION DESIGN PROFESSIONAL FOLLOWED CHAPTER 175 FOR THE DESIGN OF THIS PROJECT.
- TREE ROOT GUARD/BARRIER SHALL BE INSTALLED AT ALL TREES LOCATED WITHIN 10' OF PUBLIC SIDEWALKS AND UTILITIES.



REVISIONS		
REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE
1	AGENCY COMMENTS	04/20/2023
3	AGENCY COMMENTS	07/31/2023



MAGNOLIA TOWNHOMES
(aka ISAAK MALKA PROPERTY)
Oviedo, Florida

IRRIGATION SCHEDULES

CONSTRUCTION PLANS

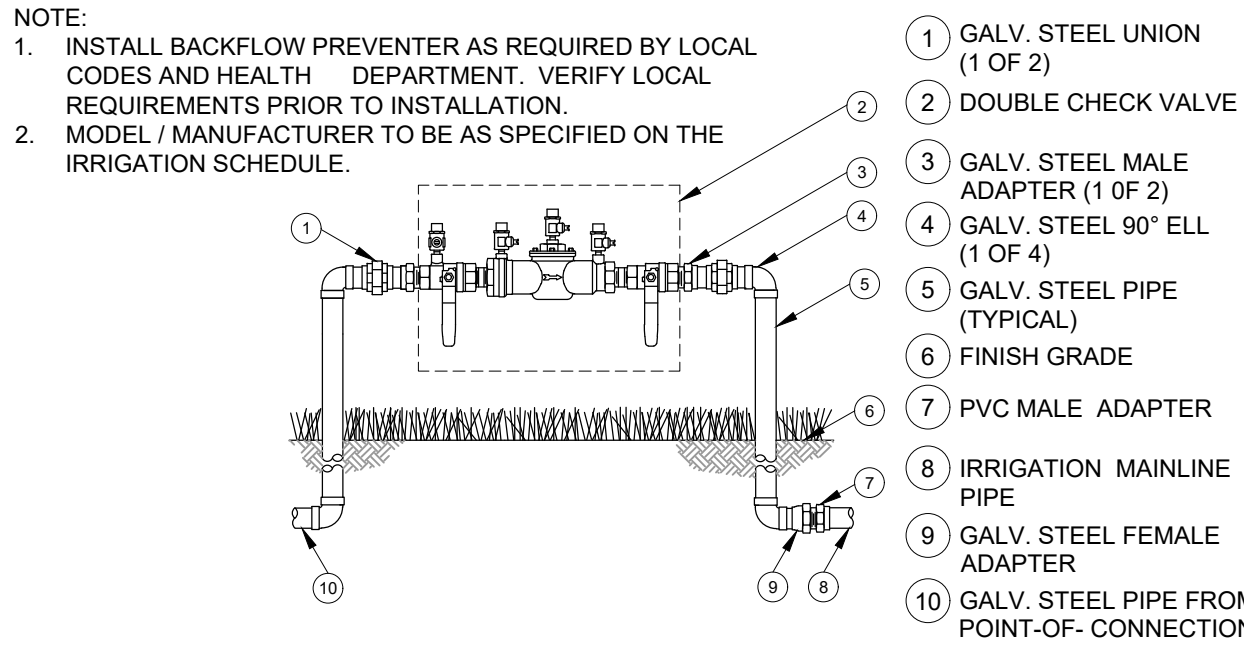
PROJECT NUMBER: MD#2216
DATE: APRIL 28, 2022
DRAWN BY: MD
CHECKED BY: MKM

SCALE AS INDICATED

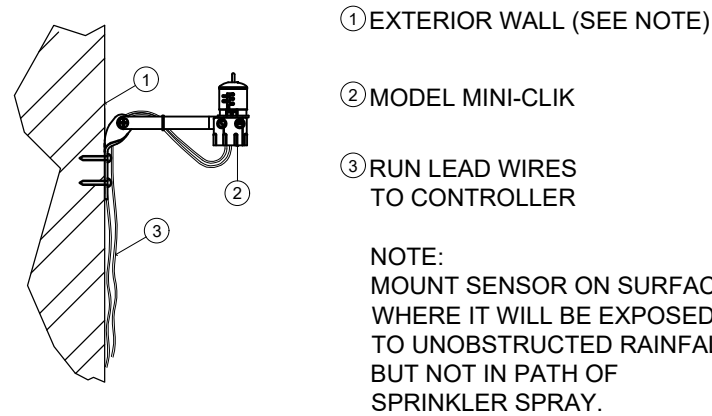
13

Copyright 2023, Magley Design. All ideas and designs indicated on this drawing remain the property of and are the instruments of service of Magley Design and were developed for use with this specific project. These ideas, designs, and plans are not to be used, reproduced, altered or transferred in any manner whatsoever without the express written consent of Magley Design. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job. Magley Design must be notified immediately of any variation from the dimensions and conditions shown by the drawings. Shop details must be submitted to this office for approval prior to fabrication unless otherwise provided for under the specific contractual agreement between the Landscape Architect and the Client.

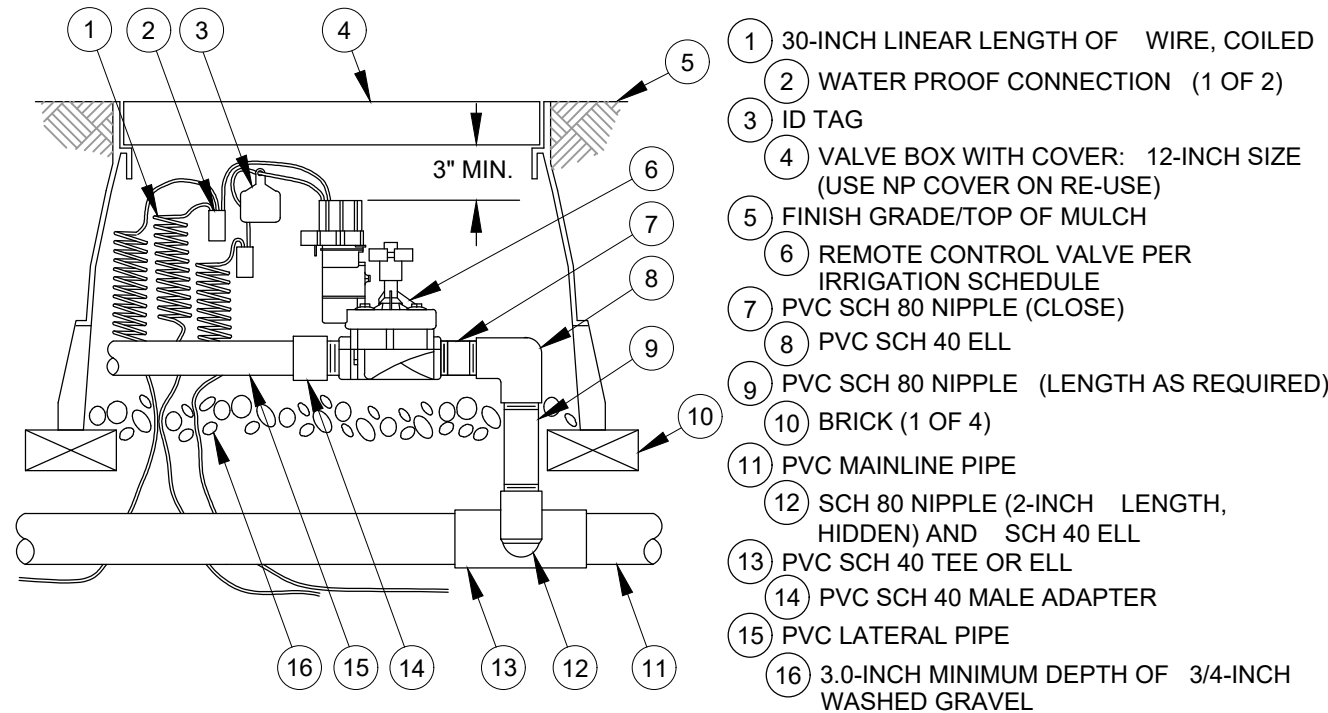
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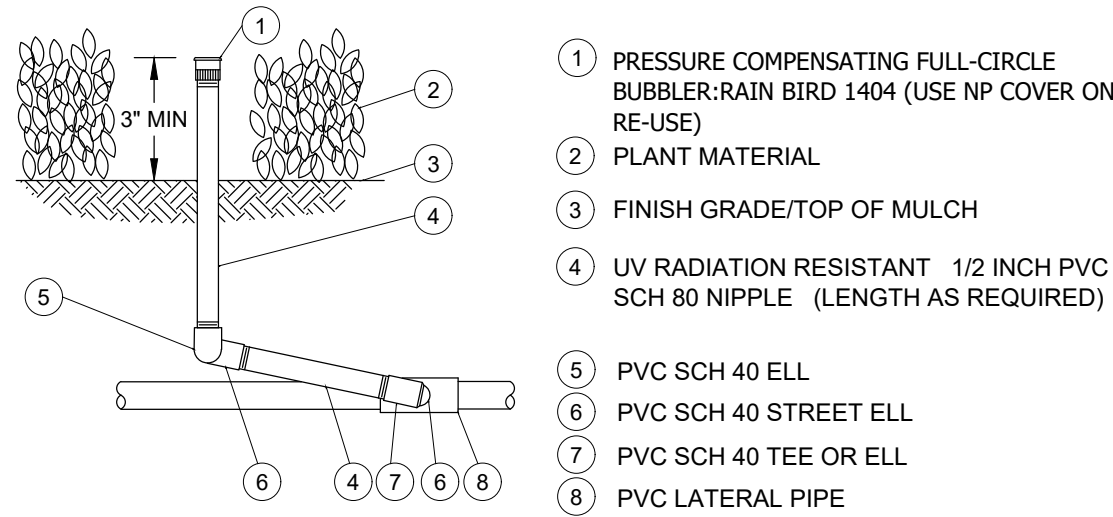
1 TYPICAL BACKFLOW PREVENTER DETAIL
N.T.S. P-CO-41



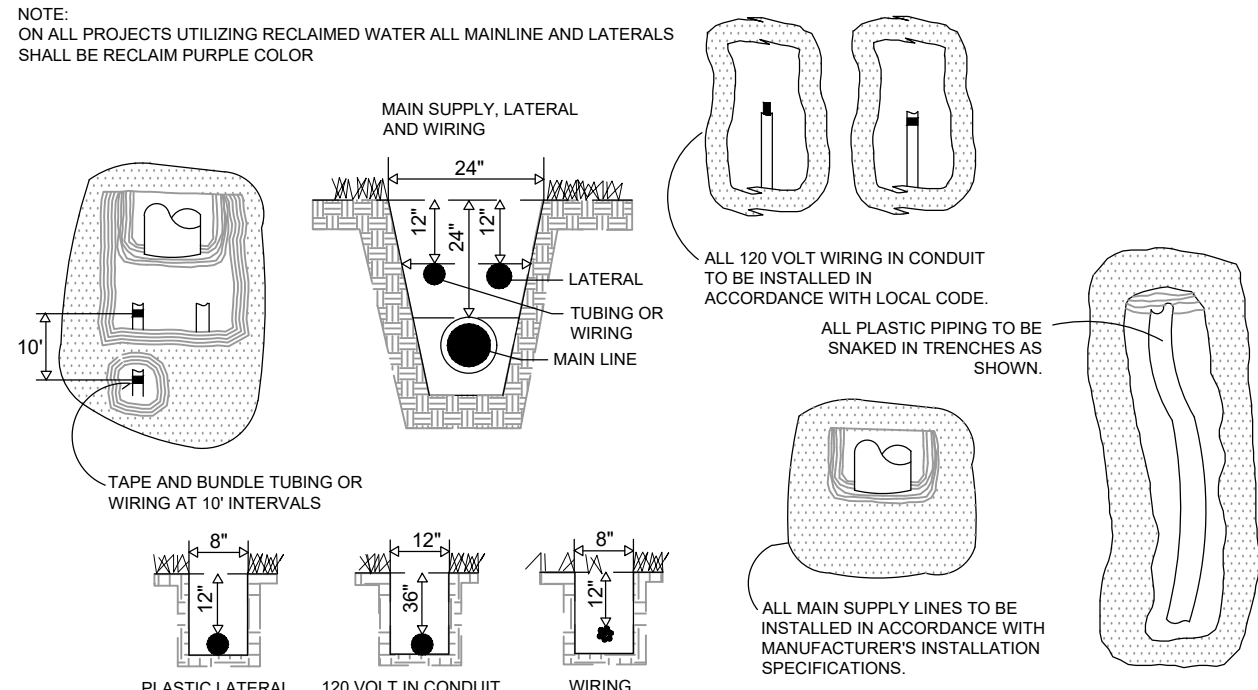
5 RAINBIRD RAIN SENSOR
1/2" = 1'-0" P-CO-51



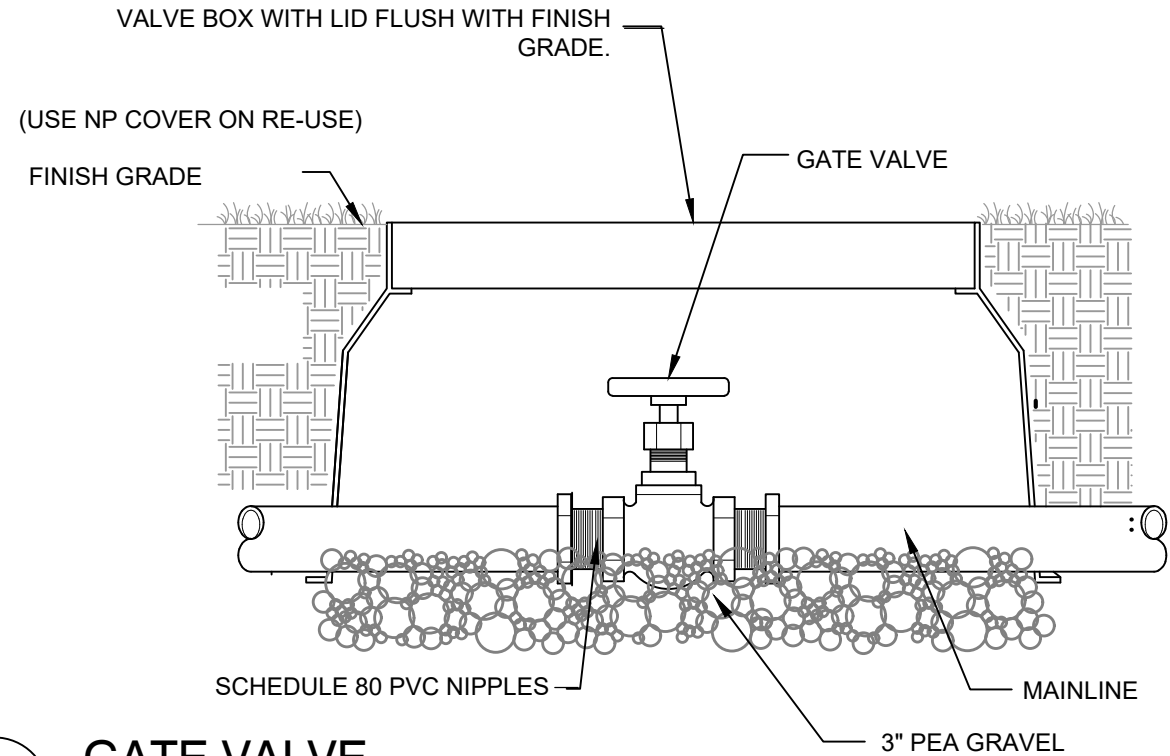
7 ELECTRIC CONTROL VALVE
N.T.S. P-CO-55



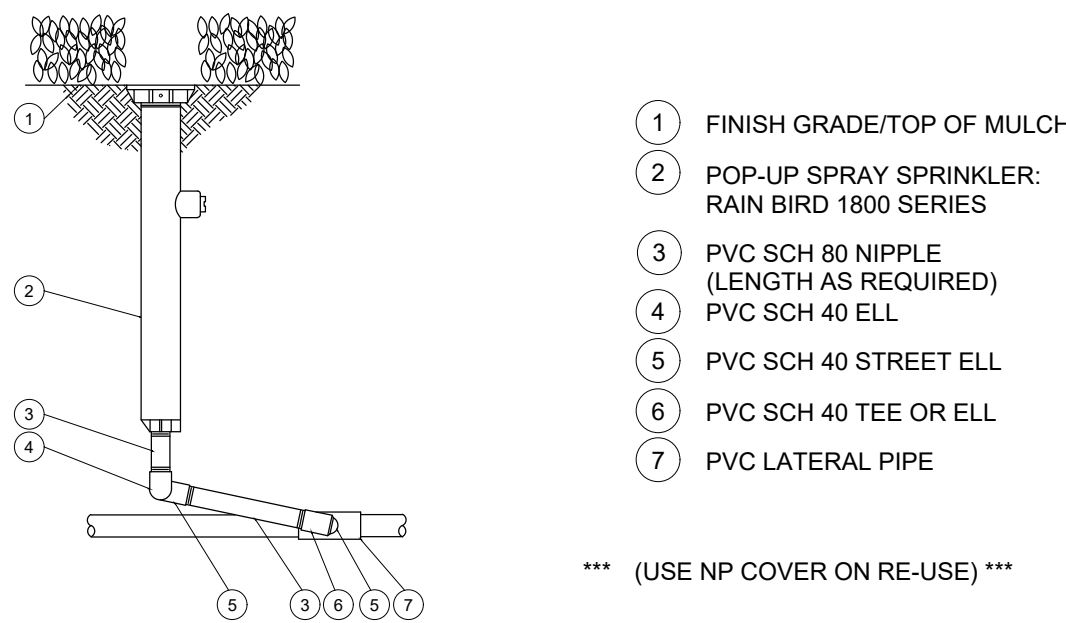
10 BUBBLER ON SWING JOINT
N.T.S. P-CO-61



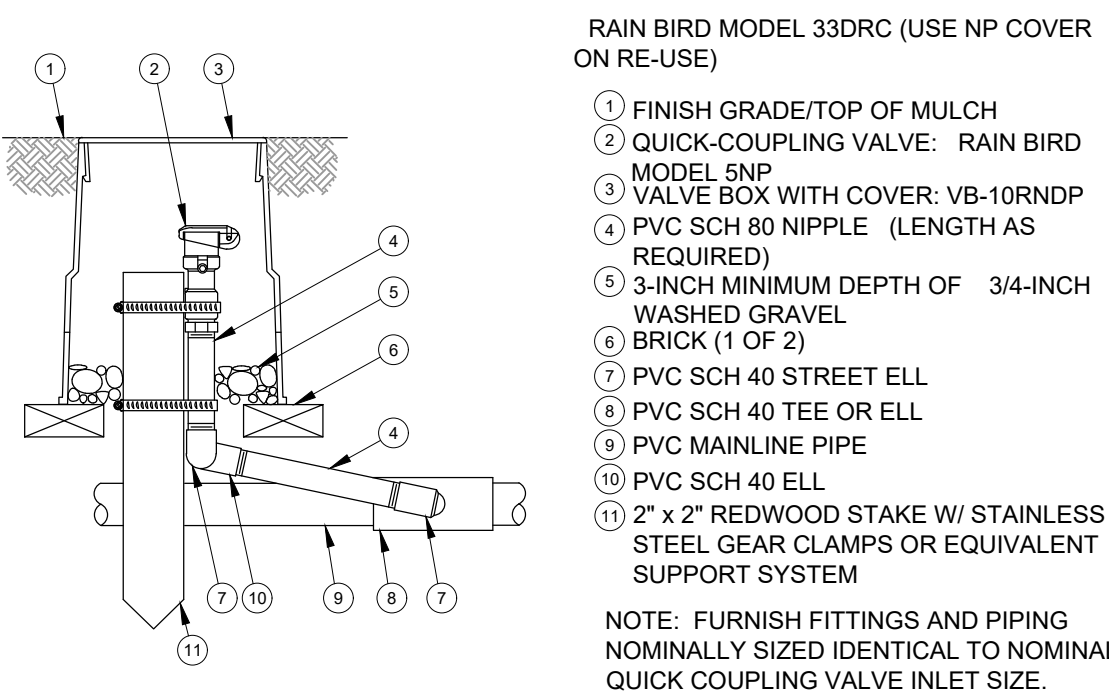
2 TYPICAL IRRIGATION TRENCHING DETAIL
1/2" = 1'-0" P-CO-45



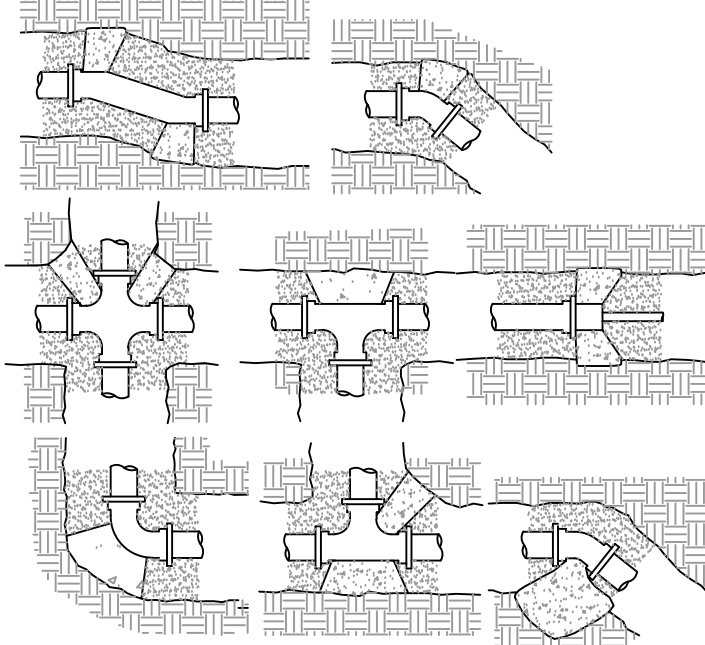
6 GATE VALVE
N.T.S. P-CO-54



8 RAINBIRD 1812 WITH SWING JOINT
N.T.S. P-CO-57

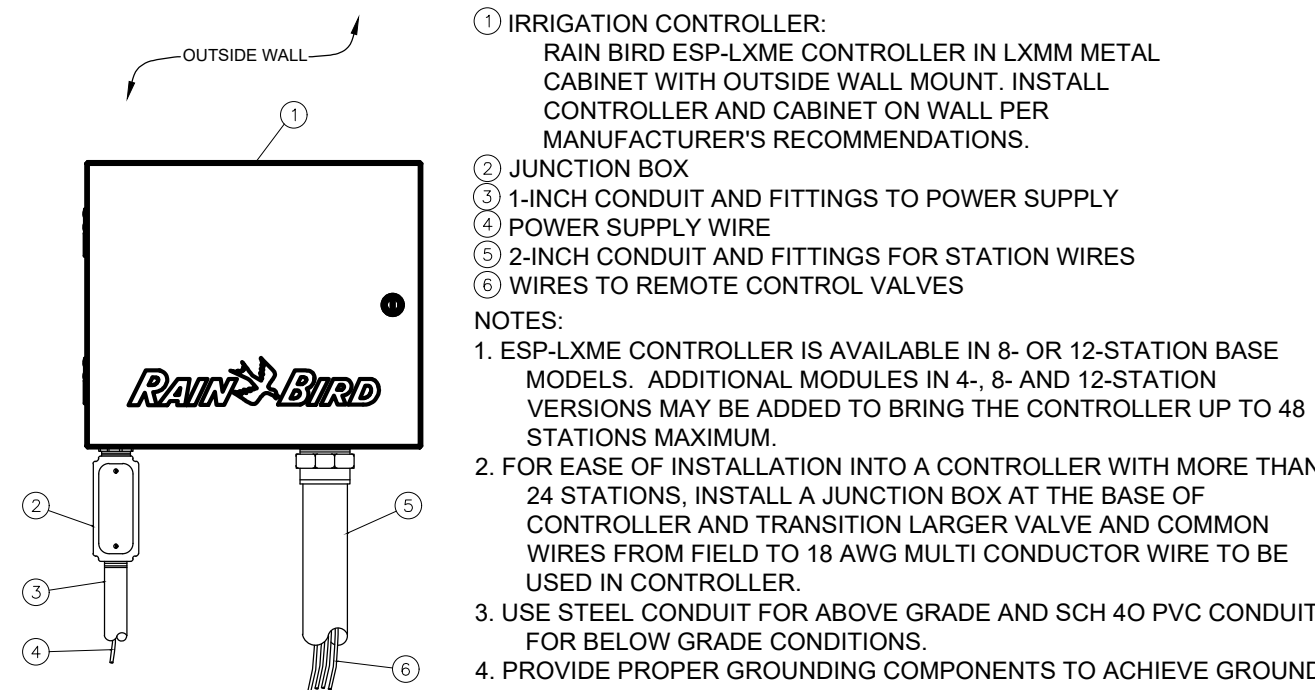


11 QUICK COUPLER ON SWING JOINT
N.T.S. P-CO-63



3 TYPICAL THRUST BLOCK DETAIL
N.T.S. P-CO-46

THRUST BLOCKS ARE TO BE CONSTRUCTED WITH 3,000 PSI CONCRETE AT 48 HRS. STEEL REINFORCING RODS WILL BE REQ'D IF SURROUNDING SOIL HAS A BEARING VALUE OF LESS THAN 2,000 PSF. THRUST BLOCKS REQUIRED AT ALL FITTINGS AND DIRECTION CHANGES ON MAIN LINES THAT ARE 3" DIAMETER OR GREATER. NOTE THRUST BLOCK LOCATIONS ON AS-BUILT DRAWINGS.

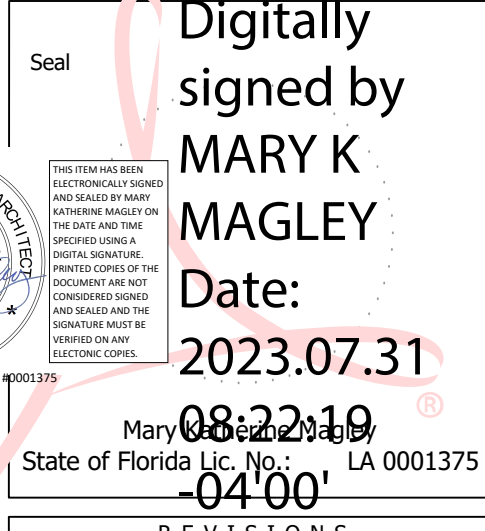


4 IRRIGATION CONTROLLER ESP-LXME (METAL CABINET)
1/2" = 1'-0" P-CO-44

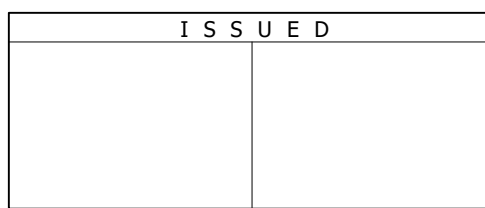
TYPICAL IRRIGATION NOTES:

- UNLESS OTHERWISE NOTED, THE LIMITS OF CONSTRUCTION ARE AS INDICATED ON DRAWINGS.
- ANY TREES TO REMAIN WITHIN LIMIT OF WORK SHALL BE VERIFIED IN THE FIELD AND PROTECTED FROM DAMAGES.
- ALL PROJECT BASE INFORMATION PROVIDED BY THE OWNER.
- REFER TO ENGINEERING DRAWINGS FOR ALL UTILITY LOCATIONS, AND VERIFY IN THE FIELD PRIOR TO COMMENCING WORK. REFER TO ENGINEERING DRAWINGS FOR FINAL GRADING AND SPOT ELEVATIONS. VERIFY IN THE FIELD PRIOR TO CONSTRUCTION.
- THE CONTRACTOR, PRIOR TO BEGINNING ANY UNDERGROUND EXCAVATION, DIGGING, OR BORING MUST FIRST OBTAIN ALL REQUIRED PERMITS. WORK IS NOT AUTHORIZED PRIOR TO THE ISSUANCE OF PERMIT(S). THE CONTRACTOR SHALL COMPLY WITH FL 77-153 REGARDING NOTIFICATIONS OF EXISTING GAS AND OIL PIPELINE COMPANY OWNERS. EVIDENCE OF SUCH NOTICE SHALL BE FURNISHED TO THE OWNER PRIOR TO EXCAVATING. THE CONTRACTOR SHALL COORDINATE FULLY WITH THE OWNER FOR ALL EXCAVATION PERMITS AND NOTIFICATIONS NECESSARY PRIOR TO INITIATING ALL WORK.
- VERIFY GALLONAGE AND PRESSURE AVAILABILITY AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT BEFORE COMMENCING WITH THE INSTALLATION.
- POP-UP SPRINKLER HEADS AND LATERALS SHALL BE INSTALLED 6" FROM EDGE OF PAVEMENT OR WALKS AND FLUSH WITH FINISH GRADE.
- THE LOCATION OF ALL CONTROLLERS SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO FULLY COORDINATE THE INSTALLATION, LOCATION, AND CONNECTION OF THE POWER SOURCE AND SERVICE WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO FULLY COORDINATE THE INSTALLATION, LOCATION, AND CONNECTION OF THE TELEPHONE COMMUNICATION WIRE AND SERVICE WITH THE OWNER'S REPRESENTATIVE AND THE COMMUNICATIONS PROVIDER PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO FULLY COORDINATE AND INTEGRATE THE OPERATION SCHEDULE OF THE IRRIGATION CONTROL SYSTEM PER THE OWNER'S REPRESENTATIVE'S DIRECTION AND APPROVAL.
- FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWINGS MUST BE IN THE BEST INTEREST OF THE PLANT MATERIAL, SOD AND LANDSCAPE IRRIGATION SYSTEM. CHANGES MADE BY THE IRRIGATION CONTRACTOR SHALL BE APPROVED BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- NO MATERIAL SUBSTITUTIONS ARE ALLOWED. ANY ALTERATION DEEMED BY THE OWNERS REPRESENTATIVE NOT IN CONFORMANCE WITH THE ABOVE CRITERIA SHALL BE REMOVED AND REPLACED AT THE IRRIGATION CONTRACTOR'S EXPENSE. IF QUESTIONS ARISE AS TO THE BEST WAY TO COMPLETE A FIELD ALTERATION, CONTACT THE OWNER'S REPRESENTATIVE FOR APPROVAL.
- THE LOCATION OF ALL PLANT MATERIAL SHALL BE FIELD STAKED BY THE LANDSCAPE CONTRACTOR FOR APPROVAL BY THE OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM.
- HIGH POP-UP SPRAYS SHALL BE UTILIZED AS REQUIRED:
 - IN PLANTING BEDS WHERE SPRAY HEAD IS IN LOW PLANTING OR GROUNDCOVER (MATURE PLANT HEIGHT IS 1" - 18").
 - IN PARKING ISLANDS CONTAINING GROUNDCOVER PLANTING.
 - WHERE IT IS ADVANTAGEOUS TO CONCEAL SPRINKLER HEADS DUE TO HIGH PEDESTRIAN TRAFFIC, VISIBILITY, VANDALISM AND MAINTENANCE, INSTALL SPRAY HIGH POP-UP RISER SO THAT HIGH POP-UPS SPRING ABOVE PLANT MATERIAL.
- CHANGES IN HEAD PLACEMENT OR A SPRAY SUBSTITUTION SHOULD ALWAYS TAKE INTO CONSIDERATION:
 - WHAT IS BEST FOR THE GROWTH AND MAINTENANCE OF THE SOD AND PLANT MATERIAL.
 - MAINTAINING A CONSTANT AND EVEN WATER DISTRIBUTION AND PRECIPITATION RATE (I.E., NEVER PUT ROTORS AND SPRAYS IN SAME ZONE)
- INSTALL ALL CONNECTED PIPING SHOWN BETWEEN DIFFERENT PIPE SIZES LABELS AS THE LARGER OF THE TWO SIZES OF PIPE.
- INSTALL ALL PIPING TO INDIVIDUAL SPRAY HEADS AND BUBBLERS AS 3/4"
- EACH TYPE OF ZONE IS TO BE PIPED SEPARATELY. DO NOT INTERCONNECT DIFFERENT TYPES OF ZONES (I.E., ROTORS AND SPRAYS).
- ANY IRRIGATION ITEMS NORMALLY INSTALLED IN LANDSCAPE AREAS THAT ARE SHOWN OUTSIDE OF LANDSCAPE AREAS OR OUTSIDE OF PROPERTY LINES ARE SHOWN AS SUCH FOR GRAPHIC CLARITY ONLY. INSTALL THESE ITEMS INSIDE OF PROPERTY LINES AND IN LANDSCAPE AREAS.
- PROVIDE PROOF TO THE LANDSCAPE ARCHITECT THAT ALL AVAILABLE MAINTENANCE MANUALS FOR EACH OF THE PRODUCTS INCLUDED IN THIS INSTALLATION HAVE BEEN PROVIDED TO THE OWNER OR OWNER'S REPRESENTATIVE.
- VALVES ARE SHOWN OUTSIDE OF PLANT BEDS FOR GRAPHIC CLARITY. INSTALL ALL VALVES AND VALVE BOXES IN LAWN AREAS, NOT PLANTING BEDS.
- THE CONTRACTORS ARE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CODES, INCLUDING THOSE REGARDING SEPARATION DISTANCE MINIMUMS FOR POTABLE WATER VERSUS EFFLUENT WATER AND SHALL INSTALL THE SYSTEM IN ACCORDANCE WITH THOSE CODES.
- INSTALL 12" POP-UP SPRAY HEADS AT FINISHED GRADE IN ALL GROUNDCOVER AREAS.
- INSTALL ALL SPRAYHEADS IN SHRUB BEDS ON RISERS ALONG BUILDING SIDEWALLS.
- SPACE ALL SPRAY HEADS AT A MAXIMUM OF 55% OF THEIR EFFECTIVE COVERAGE DIAMETER OR CLOSER WHERE SHOWN AS SUCH ON THE PLANS.
- ALL BAHIA SOD WILL NOT BE IRRIGATED, UNLESS SHOWN OTHERWISE. CONTRACTOR WILL BE RESPONSIBLE FOR HAND WATERING UNTIL IT IS WELL ENOUGH ESTABLISHED TO SURVIVE THROUGH THE WARRANTY PERIOD.

12 TYPICAL IRRIGATION NOTES
1/2" = 1'-0" P-TR-04



REVISIONS	
REVISION NUMBER	REVISION DESCRIPTION



MAGNOLIA TOWNHOMES
(aka ISAAK MALKA PROPERTY)
Oviedo, Florida

IRRIGATION NOTES AND DETAILS

CONSTRUCTION PLANS	
PROJECT NUMBER:	MD#2216
DATE:	APRIL 28, 2022
DRAWN BY:	MD
CHECKED BY:	MMK

SCALE AS INDICATED

I4



Meeting Date: August 15, 2023
Item #: 5

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Piggyback on Collier County's Contract for Direct Mailing Services Including Utility Bill Printing and Mailing and other Publications. (Finance Director Roberts)

Background Summary:

In 2008, the City decided an outside vendor would offer a more efficient process and a professional-looking product in generating the monthly utility bills and other publications (i.e, educational inserts, notifications of upcoming events, etc.) compared to in-house production. Staff reviewed several quotes and sample utility bill formats from various companies and decided on Infosend (previously known as Southwest Direct, Inc.) to provide these services. They offered a billing format that fits the City's needs and the ability to utilize more than two colors of print on the bills. Collier County utilizes Infosend, Inc., as their vendor for utility billing and other printing and mailing needs. In 2013, the City Commission approved piggybacking on their contract. Their contract was a lower price than the City was currently paying, because their volume is much higher than the City's. The Collier County contract the City is currently piggybacking expired in July, 2023. Collier County recently awarded RFP No. 22-8010 to Infosend, Inc., for direct mailing services including utility bill printing and mailing. The contractual rates in the new Collier County contract #22-8010 have remained the same. The term of the contract is for three (3) years, with two (2) additional one-year renewal periods.

Issue:

Should the Honorable Mayor and the City Commissioners approve piggybacking Contract No. 22-8010 issued by Collier County to Infosend, Inc., for the printing and mailing of monthly City utility bills for a cost of **\$0.148** per piece plus postage, and other publications based upon the contract price? The price per piece increased from \$0.138 to \$0.148 with no increase over the next five (5) years.

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners 1) approve piggybacking Contract No. 22-8010 issued by Collier County with Infosend, Inc., for direct mailing services including monthly printing and mailing of city utility bills and other publications for as long as Collier County renews the contract and; 2) authorize the Mayor and staff to execute all documents required to complete the contract.

Attachments:

1. Collier County Contract RFP No. 22-8010
2. InfoSend Coop Agreement

Financial Impacts:

Mailing Services are budgeted for annually.

Type of Item: Consent

FIXED TERM SERVICE AGREEMENT

22-8010

for

"PRINTING AND MAILING SERVICES FOR UTILITY BILLING"

THIS AGREEMENT, made and entered into on this 14th day of February, 2023, by and between INFOSEND, INC., authorized to do business in the State of Florida, whose business address is 4240 E La Palma Ave., Anaheim, CA 92807, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a three (3) year period, commencing ☐ upon the date of Board approval; or ☒ on June 27, 2023 and terminating on three (3) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES.** The Contractor shall commence the work upon issuance of a ☒ Purchase Order ☐ ~~Notice to Proceed~~.
3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of ☒ Request for Proposal (RFP) ☐ ~~Invitation to Bid (ITB)~~ ☐ Other () # 22-8010, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

☒ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

4. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Price Methodology (as selected below):

☐ **Lump Sum (Fixed Price):** ~~A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.~~

☐ **Time and Materials:** ~~The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.~~

☒ **Unit Price:** The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

4.5 ☐ (check if applicable) ~~Travel and Reimbursable Expenses:~~ ~~Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.~~

~~Reimbursements shall be at the following rates:~~

Mileage	\$0.44.5 per mile
Breakfast	\$6.00
Lunch	\$11.00
Dinner	\$19.00
Airfare	Actual ticket cost limited to tourist or coach class fare
Rental car	Actual rental cost limited to compact or standard size vehicles
Lodging	Actual cost of lodging at single occupancy rate with a cap of no more than \$150.00 per night
Parking	Actual cost of parking
Taxi or Airport Limousine	Actual cost of either taxi or airport limousine

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.
6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name:	InfoSend, Inc.
Address:	4240 E. La Palma Ave.
	Anaheim, CA 92807
Authorized Agent:	Russ Rezai, President
Attention Name & Title:	
Telephone:	(800) 955-9330
E-Mail(s):	Sales@infosend.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Name:	Financial Operations Support Division
Division Director:	Amia Curry, Utilities Finance Director
Address:	4420 Mercantile Avenue
	Naples, FL 34104
Administrative Agent/PM:	Heather Sweet, Operations Analyst
Telephone:	(239) 252-5687
E-Mail(s):	Heather.Sweet@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during

the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of the non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

A. ☒ **Commercial General Liability:** Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence, \$ 2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

B. ☐ **Business Auto Liability:** Coverage shall have minimum limits of \$ _____ Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. ☒ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$ 1,000,000 for each accident.

D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$ _____ each claim and aggregate.

E. ☒ **Cyber Liability:** Coverage shall have minimum limits of \$ 1,000,000 per claim.

F. ☐ _____: Coverage
shall have minimum limits of \$ _____ per claim.

G. ☐ _____: Coverage
shall have minimum limits of \$ _____ per claim/Occurrence.

H. ☐ _____: Coverage
shall have minimum limits of \$ _____ per claim/Occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor,

County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Financial Operations Support Division.
15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ☒ Exhibit A Scope of Services, Exhibit B Fee Schedule, ☒ RFP/ ☐ ITB/ ☐ Other _____ # 22-8010, including Exhibits, Attachments and Addenda/Addendum, ☐ subsequent quotes, and ☒ Other Exhibit/Attachment: County's Bill Format and County's Bill Insert.
17. **APPLICABILITY.** Sections corresponding to any checked box (☒) expressly apply to the terms of this Agreement.
18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; as well as the requirements set forth in Florida Statute, § 448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the



Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov**

The Contractor must specifically comply with the Florida Public Records Law to:

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

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.
22. **PAYMENTS WITHHELD.** The County may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other Agreement between Contractor and the County.

If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

23. ☐ **CLEAN UP.** ~~Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.~~
24. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.
25. ☐ **WARRANTY.** ~~Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and~~

~~will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.~~

~~Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.~~

~~If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.~~

26. ☐ **TESTS AND INSPECTIONS**. ~~If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.~~

27. ☐ **PROTECTION OF WORK**.

- ~~A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.~~
- ~~B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.~~
- ~~C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.~~

28. **SUBMITTALS AND SUBSTITUTIONS.** Any substitution of products/materials from specifications shall be approved in writing by the County in advance.
29. **CHANGES IN THE WORK.** The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon modification of the Purchase Order by the County, and the County shall not be liable to the Contractor for any increased compensation without such modification. No officer, employee or agent of the County is authorized to direct any extra or changed work orally. Any modifications to this Agreement shall be in compliance with the County Procurement Ordinance and Procedures in effect at the time such modifications are authorized.
30. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
31. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
32. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
33. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
34. ☐ **KEY PERSONNEL.** ~~The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service~~



~~dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

☒ **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

35. ☒ **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

☐ **ORDER OF PRECEDENCE (Grant Funded).** ~~In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.~~

36. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

37. **SECURITY.** The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County

facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

38. ☒ **SAFETY**. All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

(Intentionally left blank -signature page to follow)

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

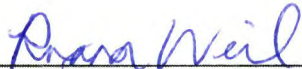
Crystal K. Kinzel, Clerk of the Circuit
Court and Comptroller

By: 

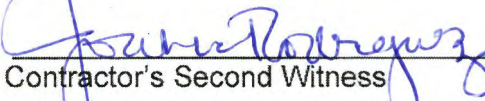
Dated: February 16, 2023

(SEAL)
Attest as to Chairman's
signature only.

Contractor's Witnesses:

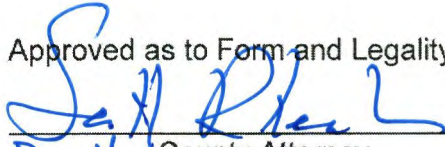

Contractor's First Witness

Roxana Weil, EVP
↑Type/print witness name↑


Contractor's Second Witness

Joana Rodriguez
↑Type/print witness name↑

Approved as to Form and Legality:


Deputy County Attorney

Scott R. Teach
Print Name

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 

Rick LoCastro, Chairman

INFOSEND, INC.
Contractor

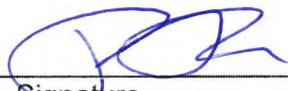
By: 
Signature
Russ Perez, President
↑Type/print signature and title↑



Exhibit A

Scope of Services

☒ following this page (containing ²_____ pages)

☐ this exhibit is not applicable



EXHIBIT A

SCOPE OF SERVICES

BACKGROUND:

Financial Operations/UBCS (FOS/UBCS) Division for the county is outsourcing the printing, mailing, emailing of e-bill availability, and web access of all its utility bills and any supporting documentation.

DETAILED SCOPE OF WORK:

The Vendor shall provide Printing and Mailing Services identified in Exhibit B Fee Schedule (“Fee Schedule”) of this Agreement to FOS/UBCS inclusive of all costs associated with labor, equipment, materials, and other services to complete the entire scope of work.

1. Data, Security and Technical Support

- a. Provide a secure FTP site, or approved equivalent, for FOS/UBCS to send, and the vendor to receive the daily files from FOS/UBCS in the format identified by the County.
- b. Provide all technical support staff, software, and equipment to complete the entire scope of work.
- c. Ensure that the County’s data is protected, secured, and not shared with third-party vendors, or other individuals, in accordance with local, state, and federal regulations.
- d. Provide a “1-800” toll free or local telephone number for FOS/UBCS support; telephone support must be between 7:00 AM-5:00 PM (Eastern Standard Time), Monday - Friday.
- e. Provide a four (4) hour, or less, response time for technical calls.
- f. Provide a system for an escalation of issues, along with contact names, telephone numbers and emails.
- g. Provide redundant data centers and equipment delivery systems in the event of a declared or undeclared (by the County) disaster. A disaster is defined as fire, weather related, or other catastrophic loss of operational capability at the vendor’s primary location for the execution and delivery of service as outlined in RFP #22-8010.

2. Internet Site

- a. The vendor is required to upload customer bills to the vendor’s website at the completion of each printing cycle and maintain a minimum of twenty-four (24) months of bills for each account. FOS/UBCS customers will access this site via a link from the County’s online account access website. FOS/UBCS will replicate the printing of bills from this site in the event customers do not have access to the internet. Any inserts will be uploaded to the vendor’s website as well as the County’s website.
- b. Electronic bill presentment is presently performed by a third-party vendor (payor portal/hosting services).

3. Design, Print, Meter and Mail Services

- a. Provide complete FOS/UBCS invoice (bill, insert and envelope) design, printing, metering, and processing of all bills per approved FOS/UBCS proof of concept acceptance. Bills must be printed with the following names, addresses, bar codes, OCR characters, plus billing usage information and graphical images (graphical images may or may not apply), per FOS/UBCS specifications. See Attachment A for a sample of the County’s billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data that must be printed on the bill.
- b. Provide on-going changes to design of bills or inserts at the request of FOS/UBCS. Quotes will be provided for all bill design changes and inserts printed by vendor. Quotes for inserts should include a per thousand basis as well as full customer base distribution.
- c. Provide a maximum of two one page “8 ½ X 11” inserts or one “8 ½ X 14” folded insert, with option for multiple pages. Collier County would like to have quotes for printing in the range of 70,000 flyers. Inserts can be flyers, brochures, etc.
- d. FOS/UBCS data sent to the FTP site by noon each day must be processed, printed, metered, and mailed the same day. Data sent after noon, must be processed, printed, metered, and mailed by noon the following day.
- e. The customer due date that is printed on the bills must be twenty (20) days from the date the bill is printed (i.e. if the print date is 10/1/2022, the customer due date is 10/20/2022).

EXHIBIT A

SCOPE OF SERVICES

- f. Provide the separation of bills that are printed (i.e. customers using bank drafts and other auto pay methods will not receive return envelopes or targeted messages).
- g. Provide the separation of bills where customers have elected to receive email notification of e-Bill availability via the County’s website and send emails as appropriate.
- h. Provide email delivery failure notification with rejection codes by billing cycles.
- i. Provide the printing of duplicate bills to a secondary address based on data in the bill file.
- j. Provide the lowest prevailing first-class meter rate available for the Utility bill metering.
- k. Outgoing bills via USPS should be post marked with a Florida (preferably Collier or Lee County) post mark, unless mailed under a disaster condition.
- l. Bills must be printed so that the use of return paper, envelopes, postage, etc. by billed customers is minimized.
- m. Provide daily reports in Excel format of what has been printed, mailed, metered by class, etc.
- n. Provide reports for reconciliation of fees charged to Collier County.
- o. Provide reports for reconciling out of country postage and other miscellaneous postal fees.

4. Miscellaneous

- a. Vendor will be required to comply with USPS Cass/Mass Standards (notification of non-compliance is to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).
- b. Vendor will also have certification of USPS NCOA – Link system (notification of non-compliance to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).
- c. Ensure compliance with USPS address verification/validation.
- d. Demonstrate the use of “environmentally friendly products” (inks, paper, etc.) without additional costs to this Agreement.
- e. Demonstrate a monthly quality assurance program to ensure that bills are being printed properly, metered, and sent from the supplier’s location.
- f. Provide reasonable training to other County Divisions to incorporate similar bill, print and meter services for the same cost.
- g. Vendor will notify Collier County of postal rate changes a minimum of thirty (30) days of effective date.
- h. Vendor will provide a report of all address changes received from the USPS.
- i. Compliance/adherence to:
 - 1. Attachment A - County’s Bill Format
 - 2. Attachment B – County’s Bill Insert

5. Disaster Recovery Plan

- a. Provider disaster recovery plans in the event the distribution facility is down; recovery is of the utmost importance and service must be reinstated within forty-eight (48) hours of the disaster declaration by Collier County.
- b. Use of third-party vendors during the disaster must adhere to all the terms and conditions of this Agreement, including the security of the County’s data.
- c. Disaster recovery facilities must be provided from outside of the State of Florida. Bills must be mailed on the same schedule reported in 3.D post mark and color printing requirements may be eased in a disaster scenario.

Exhibit B

Fee Schedule

following this page (containing ¹_____ pages)



EXHIBIT B

FEE SCHEDULE

22-8010 Printing & Mailing Services for Utility Billing	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Document Production Summary					
A prototype of typical bill with no inserts, including bill and return envelope. Price Per Piece	\$0.148	\$0.148	\$0.148	\$0.148	\$0.148
A prototype of typical bill with no inserts assuming bank draft. Quantity of 40,000	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129
A prototype of typical bill with inserts and return envelope. (Not used every month only when we have inserts)	\$0.155	\$0.155	\$0.155	\$0.155	\$0.155
Insert Service - Infoblend Produced - cost per piece based on 40,000 inserts					
8.5 x 11 50# white offset inserts					
4/0 no bleeds -	\$0.049	\$0.047	\$0.048	\$0.049	\$0.050
2/2 no bleeds -	\$0.048	\$0.050	\$0.051	\$0.052	\$0.053
4/4 no bleeds -	\$0.058	\$0.052	\$0.053	\$0.054	\$0.055
8.5 x 11 90# or 100# gloss inserts					
4/0 no bleeds -	\$0.081	\$0.083	\$0.084	\$0.086	\$0.088
2/2 no bleeds -	\$0.084	\$0.086	\$0.087	\$0.089	\$0.091
4/4 no bleeds -	\$0.086	\$0.088	\$0.090	\$0.091	\$0.093
*Insert prices only valid for 12 months and subject to review after award					
Electronic Inserts	\$0.0075	\$0.0075	\$0.0075	\$0.0075	\$0.0075
Inserting Fee	\$0.0075	\$0.0075	\$0.0075	\$0.0075	\$0.0075
Optional Document Services					
Enhanced Print Quality	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$200.000	\$200.000	\$200.000	\$200.000	\$200.000
Final Doc Transfer (FDT)	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$125.000	\$125.000	\$125.000	\$125.000	\$125.000
Returned Mail Handling	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee
Email eBilling Service					
eBill notification through registered email address via the Internet (no printing, no envelope, no inserts)	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Electronic inserts for eBill customers	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Per Email Fee	\$0.065	\$0.065	\$0.065	\$0.065	\$0.065
Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by Client.					
Monthly Support Fee Per month fee to support the Email eBilling Service	\$25 - Email support	\$25 - Email support	\$25 - Email support	\$25 - Email support	\$25 - Email support
Email eBilling Service Initial Set-up Cost: Please note: Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Quoted implementation timeline begins upon approval of the SOW. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived
DATA PROCESSING					
Document Re-Design Fee	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live
Data Processing Fee (per document)	\$0.010	\$0.010	\$0.010	\$0.010	\$0.010
Printing & Mailing Service					
Utility Billing Statement Print & Mail Fee per Page with 4x1 Ink	\$0.063	\$0.063	\$0.063	\$0.063	\$0.063
USPS Postage	Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.	Pass-through. A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing
Inline Insert Print Fee*	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing
Batch Fee (per mailing batch under 200 mail pieces) \$5.00	\$5.000	\$5.000	\$5.000	\$5.000	\$5.000
Excess Pages Handwork Surcharge (per mail piece) \$0.35	\$0.350	\$0.350	\$0.350	\$0.350	\$0.350
Address Updates - per record passed	\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA
MATERIALS					
Standard Paper Stock (per sheet)	\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Standard Outgoing #10 Envelope	\$0.023	\$0.023	\$0.023	\$0.023	\$0.023
Standard Return #9 Envelope	\$0.019	\$0.019	\$0.019	\$0.019	\$0.019
Outgoing Flat Envelope - used for mail pieces with excess pages	\$0.170	\$0.170	\$0.170	\$0.170	\$0.170

Other Exhibit/Attachment

Description: County's Bill Format and County's Bill Insert

☒ following this page (containing 4 pages)

☐ this exhibit is not applicable

Attachment A



Public Utilities Division
Utility Billing & Customer Service

4420 Mercantile Ave
Naples, Florida 34104

Phone: 239-252-2380
www.colliergov.net

ACCOUNT NUMBER:
CUSTOMER NAME:
SERVICE ADDRESS:
MAILING ADDRESS:

ACCOUNT SUMMARY AS OF:
PAYMENTS RECEIVED ON:
PREVIOUS BALANCE:
CURRENT CHARGES:
TOTAL AMOUNT DUE:

METER
REFERENCE/SIZE

SERVICE
FROM TO

METER READING
FROM TO

USAGE
(1000 GAL.)

CURRENT CHARGES

IMPORTANT MESSAGE

SEE BACK OF BILL FOR ADDITIONAL INFORMATION

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Checks must be in U.S. funds and drawn on a U.S. bank



Public Utilities Division
Utility Billing & Customer Service

4420 Mercantile Ave • Naples, Florida 34104
PHONE: (239) 252-2380

Customer Name:
Service Address:

STATEMENT DATE

CURRENT CHARGES

ACCOUNT NUMBER

DUE DATE

TOTAL DUE

AMOUNT ENCLOSED

ADDRESSEE:

MAKE CHECK PAYABLE TO BOCC AND MAIL TO:

Collier County Utility Billing
P.O. Box 29017
Miami, FL 33102-9017

Reading Your Water Meter

To find out how much water you have used since your last bill, read the first four digits, from left to the right, showing on your water meter. Billed usage is measured by thousands of gallons. Subtract your last bill's "current" meter reading from this number to find your recent consumption.

NOTE: Reading your own meter on a regular basis allows you to investigate large increases in water usage before you receive a high bill. High water bills are often caused by leaking faucets, toilets, pools, irrigation systems, or pipes and should be repaired promptly. Cost of usage caused by leaks is your responsibility.

Think You Have Water Loss?

To check for water loss, make sure that no water is running in or outside the house. Do not shut off any valves on any pipes. Locate the flow detector on your water meter. If either the small triangle or embossed circle at the center of the meter is rotating, or the word FLOW shows on the face of a digital meter, water is flowing through the meter indicating possible water loss. Visit www.colliergov.net/utilitybilling and click on - Water and Sewer Services FAQs for more information.

For sewer backups call 239-252-2600 (24 hours a day) **BEFORE** calling a plumber.

Service Base and Water Block Rate Structure - Effective October 1, 2021

	Sewer Base	Water Base	Block 1 (000 gallons)	Block 2 (000 gallons)	Block 3 (000 gallons)	Block 4 (000 gallons)	Block 5 (000 gallons)	Block 6 (000 gallons)
Charge**			\$3.34	\$5.05	\$6.71	\$8.38	\$10.05	\$13.40
Meter Size								
5/8" & 3/4"	\$37.30	24.79	First 5	6 to 10	11 to 20	21 to 30	31 to 50	Over 50
1"	\$59.98	\$39.06	First 8	9 to 16	17 to 32	33 to 48	49 to 80	Over 80
1 1/4"	\$77.92	\$50.36	First 11	12 to 22	23 to 44	45 to 66	67 to 110	Over 110
1 1/2"	\$116.16	\$74.44	First 17	18 to 34	35 to 68	69 to 102	103 to 170	Over 170
2"	\$183.85	\$117.06	First 27	28 to 54	55 to 108	109 to 162	163 to 270	Over 270
3"	\$511.15	\$323.14	First 75	76 to 150	151 to 300	301 to 450	451 to 750	Over 750
4"	\$1,131.54	\$713.76	First 167	168 to 334	335 to 668	669 to 1,002	1,003 to 1,670	Over 1,670
6"	\$2,259.96	\$1,424.25	First 333	334 to 666	667 to 1,332	1,333 to 1,998	1,999 to 3,330	Over 3,330
8"	\$3,952.26	\$2,489.79	First 583	584 to 1,166	1,167 to 2,332	2,333 to 3,498	3,499 to 5,830	Over 5,830
10"	\$7,160.51	\$4,509.82	First 1,057	1,058 to 2,114	2,115 to 4,228	4,229 to 6,342	6,343 to 10,570	Over 10,570
12"	\$10,615.84	\$6,685.42	First 1,568	1,569 to 3,136	3,137 to 6,272	6,273 to 9,408	9,409 to 15,680	Over 15,680

** Volume charge per 1,000 gallons

Sewer Volume \$5.25 per 1,000 gallons

The Block Rate structure is designed to encourage water conservation - the more you use the more you pay!

Example: Residential customer with a 5/8" meter and 17,000 gallons of water usage during the month.

Sewer Availability (\$37.30)	\$37.30
Sewer Volume (capped at 15,000 gals) 15 x \$5.25	\$78.75
Water availability (\$24.79)	\$24.79
5,000 gals at Block 1 (5 x \$3.34)	\$16.70
5,000 gals at Block 2 (5 x \$5.05)	\$25.25
7,000 gals at Block 3 (7 x \$6.71)	\$46.97
Total Charges =	\$229.76

Additional fees:

Duplicate Bill	\$1.00
Meter Re-Read	\$34.00
Meter Shut-Off Lock Fee 1st	\$56.00
Meter Shut-Off Lock Fee 2nd	\$84.00
Meter Shut-Off Lock Fee 3rd	\$112.00
Meter Unlock Fee (After Hours)	\$70.00
Meter Pull fee	\$120.00

Customer Reminders

- Promptly advise Utility Billing and Customer Service of any change in your telephone contact numbers and/or billing address.
- Promptly advise Utility Billing and Customer Service if the property is occupied by a tenant. Note that a monthly duplicate bill fee may be applied to the account. Property owners are advised that when a tenant fails to make a monthly bill payment, it becomes the responsibility of the owner. It is the owner's responsibility to ensure that tenants cancel any payment arrangements with the utility when their tenancy ends. Any overpayments must be resolved between the owner and tenant.
- Payment made by any other means may not be received and could result in termination of service, with a continuing obligation to pay.

Contact Information

E-Mail
utilitybill@colliercountyfl.gov

Telephone
(239) 252-2380

Fax
(239) 252-6699

Website
www.colliercountyfl.gov/utilitybilling

WARNING: THIS BILL BECOMES DELINQUENT IF THE TOTAL ACCOUNT BALANCE DUE IS NOT PAID BY THE DUE DATE.

THE WATER-SEWER DISTRICT UNIFORM BILLING OPERATING AND REGULATORY STANDARDS ORDINANCE NO. 2001-73 PROVIDES THAT PAYMENTS RECEIVED AFTER THE DUE DATE SHALL BE SUBJECT TO LATE PENALTY CHARGES AND THE DISTRICT SHALL DISCONTINUE ALL UTILITY SERVICE WHEN THE BILL IS DELINQUENT. THE FULL ACCOUNT BALANCE INCLUDING A LOCK FEE SHALL BE PAID FOR SERVICE TO BE RESTORED. UNPAID BALANCES BECOME AN AUTOMATIC LIEN ON THE PROPERTY AS PROVIDED FOR IN THE SPECIAL ACT CREATING THE COLLIER COUNTY WATER-SEWER DISTRICT.

Convenient Ways To Pay & View Your Bill



Pay
Online



Pay
by Phone



Pay
by Text



Schedule
a Payment



AutoPay



Paperless

Online: www.colliercountyfl.gov/paywater
By Phone: (239) 252-2380 Select Option 1



Locations

Utility Billing & Customer Service Center
4420 Mercantile Ave. Naples, FL 34104
M-F 8 am to 5 pm

Utility Billing & Customer Service
11985 Collier Blvd, Suite 7 Naples FL 34116
M-F 8:30 am to 4:30 pm

North Collier Government Center
2335 Orange Blossom Dr. Naples FL 34109
M-F 9 am to 6 pm

Heritage Bay Government Center
15430 Collier Blvd. Naples, FL 34120
M-F 9 am to 6 pm (kiosk only)

Government picture ID required when paying in person with checks, credit and debit cards

Water/Wastewater Rates

Water Rates

Water rates are billed every 30-day intervals, the water rates consist of two separate charges. The first charge is based on meter size and applicable to each water account regardless of the consumption. The second charge is the charge applicable to each 1,000 gallons of water that passes through the meter.

Base Charge (per month)
Residential, Non-residential and Multi-Family Residential

Existing Rate	Rate Effective October 1, 2020
\$23.41	\$24.09
\$36.89	\$37.96
\$47.56	\$48.94
\$70.30	\$72.34
\$110.56	\$113.76
\$305.18	\$314.03
\$674.09	\$693.64
\$1,345.10	\$1,384.11
\$2,351.43	\$2,419.62
\$4,259.20	\$4,382.72
\$6,313.90	\$6,497.01

Example: Residential customer with a 5/8" meter and 17,000 gallons of water usage during the month.

Sewer Base	\$36.25
Sewer Volume (15 x \$5.10)	\$76.50
Water Base	\$24.09
Water Volume	
5,000 gals at Block 1 (5x\$3.25)	\$16.25
5,000 gals at Block 2 (5x\$4.91)	\$24.55
7,000 gals at Block 3 (7x\$6.52)	\$45.64

TOTAL CHARGE: \$223.28

Structure: Consumption Blocks in Thousands of Gallons

	Block 2	Block 3	Block 4	Block 5	Block 6
25	\$4.91	\$6.52	\$8.14	\$9.77	\$13.02
	6 to 10	11 to 20	21 to 30	31 to 50	Over 50
	9 to 16	17 to 32	33 to 48	49 to 80	Over 80
	12 to 22	23 to 44	45 to 66	67 to 110	Over 110
	18 to 34	35 to 68	69 to 102	103 to 170	Over 170
	28 to 54	55 to 108	109 to 162	163 to 270	Over 270
	76 to 150	151 to 300	301 to 450	451 to 750	Over 750
	168 to 334	335 to 668	669 to 1,002	1,003 to 1,670	Over 1,670
	334 to 666	667 to 1,332	1,333 to 1,998	1,999 to 3,330	Over 3,330
	584 to 1,166	1,167 to 2,332	2,333 to 3,498	3,499 to 5,830	Over 5,830
57	1,058 to 2,114	2,115 to 4,228	4,229 to 6,342	6,343 to 10,570	Over 10,570
58	1,569 to 3,136	3,137 to 6,272	6,273 to 9,408	9,409 to 15,680	Over 15,680

Water/Wastewater Rates

Wastewater Rates

Just like potable water rates, wastewater rates consist of two separate charges - a sewer service base charge and a wastewater volume charge. The sewer service base charge is based on meter size and applicable to each account, regardless of the consumption quantity. The wastewater volume charge is applicable to each 1,000 gallons of water that passes through the wastewater meter. The difference between potable water and wastewater rates is that *residential* wastewater consumption is capped at 15,000 gallons a month.

Wastewater Service Base Charge (per month)
Individually Metered Residential, Non-residential and Multi-Family Residential

Meter Size (Inches)	Existing Rate	Rate Effective October 1, 2020
5/8 and 3/4	\$35.23	\$36.25
1	\$65.30	\$58.29
1 1/4	\$85.14	\$75.72
1 1/2	\$127.37	\$112.89
2	\$202.24	\$178.67
3	\$494.03	\$496.74
4	\$981.00	\$1,099.65
6	\$1,958.77	\$2,196.27
8	\$3,344.79	\$3,840.87
10	\$6,059.89	\$6,958.71
12	\$8,984.24	\$10,316.66

Example: Residential customer with a 3/4" meter and 17,000 gallons of water usage during the month.

Sewer Base	\$36.25
Sewer Volume (15 x \$5.10)	\$76.50
Water Base	\$24.09
Water Volume	
5,000 gals at Block 1 (5x\$3.25)	\$16.25
5,000 gals at Block 2 (5x\$4.91)	\$24.55
7,000 gals at Block 3 (7x\$6.52)	\$45.64

TOTAL CHARGE: \$223.28

Wastewater Volume Charge per 1,000 Gallons
Individually Metered Residential Volume Charge is Capped at 15,000 Gallons per Month

Rates per 1,000 gallons	Existing Rate	Rate Effective October 1, 2020
(residential volume charge capped at 15,000 gallons)	\$4.96	\$5.10

Water Restriction Surcharges and Landscape Irrigation

Although the South Florida Water Management District currently has no water shortage declarations in place, Collier County continues to protect water resources by imposing certain restrictions on outdoor water use. Please make sure your irrigation system is set to operate in accordance with the schedule shown to the right as prescribed by Collier County Ordinance Number 2015-27.

Landscape irrigation restrictions now apply to all water sources including irrigation quality (reclaimed) water, lake water and well water.

No Irrigation Allowed

No Irrigation Allowed
a.m. and 4 p.m.

Odd numbered addresses
Mondays, Wednesdays

Even numbered addresses
Thursdays and Saturdays



Water/Wastewater Rates

ality (Reclaimed) Water Rates

For rates, reclaimed rates consist of two separate charges - a service base charge based applicable to each account, regardless of the consumption quantity, and a consumption charge for each 1,000 gallons of water that passes through the water meter. Some high-volume users have individual contractual agreements whereby they contract to accept a minimum reclaimed water throughout the year.

Service Base Charge (per month)
For Metered

Existing Rate	Rate Effective October 1, 2020
\$8.18	\$8.92
\$13.66	\$14.90
\$27.24	\$29.70
\$43.60	\$47.54
\$122.70	\$133.80
\$272.64	\$297.30
\$545.36	\$594.70
\$954.36	\$1,040.70
\$1,729.74	\$1,886.22
\$2,564.84	\$2,796.87



Time Charge per 1,000 Gallons
For Metered

Gallons	Existing Rate	Rate Effective October 1, 2020
Unmetered	\$0.63	\$0.69
Metered	\$1.22	\$1.33

Conservation Tips

Install a toilet or tank water saving device and save as much as five gallons of water a day.
 Install a showerhead and save as much as 86 gallons of water a day.
 Turn off the tap and save as much as eight gallons of water a day.
 Turn off the tap while you brush your teeth and save four to 10 gallons of water a day.
 Wash your car and save as much as seven gallons of water a day.
 Run your washing machine and dishwasher when they are full. You can save as much as 15 gallons of water per load for the washing machine.
 Store water in the refrigerator rather than letting the tap run every time you want a cool glass of water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or use the frost setting on your microwave.

For more information about your water, wastewater, and reclaimed water services call Utility Billing and Customer Service at 39-252-2380.



WATER/WASTEWATER RATES EFFECTIVE OCTOBER 1, 2020

Collier County Public Utilities Department
www.colliercountyfl.gov/UtilityBilling

Water and Wastewater Rates

As operators of the Water-Sewer District (District), Collier County's Public Utilities Department works hard to keep the business of providing clean, safe drinking water and sanitary sewer services as transparent to our customers as possible. You shouldn't have to think about it; that's our job. We do, however, need you to take a moment to think of how much it costs to keep the water flowing and wastewater draining away.

The District faces sizable expense in providing life-sustaining water and wastewater treatment services. The District does not receive revenue from property taxes or any other financial support from Collier County's general fund. The District is an enterprise fund; an organization that provides goods or services to the public for a fee that makes the entity self-supporting. User fees fund the total cost of operations, maintenance, and non-growth-related capital improvements.

Every two years, the District reviews its rates to make sure they are sufficient to cover the cost of providing services. By a Special Act of the Florida Legislature (Chapter 2003-353 Section 6), rates are to be set at the level necessary to cover the cost of providing the services, but not to make a profit.

Regular rate adjustments are necessary to ensure the rates generate the right amount of revenue and cash flow to provide reliable and sustainable services. Rates must keep up with the increasing cost of operations, including increases in the costs of electricity, raw materials like fuel and chemicals, insurance and labor, and changing regulatory requirements. Rates must also maintain bond covenants, including debt service coverage, and provide funds for emergencies.

INSIDE THIS ISSUE

WATER AND WASTEWATER RATES
 POTABLE WATER RATES
 POTABLE WATER CONSUMPTION BLOCK
 WASTEWATER RATES
 WATER RESTRICTION SURCHARGE
 IRRIGATION SCHEDULE
 IRRIGATION QUALITY WATER RATES

The Collier County Board of Commissioners approves the rates the District continued diligent cost control and measured risk approach for improvement projects, the District provides its very high level of service. Fiscal Year 2021 (October 1, 2020 to September 30, 2021), the wastewater service rates are 1.33 percent.

Making water conservation a priority can reduce your consumption and lower your utility bill as low as possible.

If you have questions about your wastewater service, please call Utility Billing and Customer Service at 39-252-2380.



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Amber Wisher</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: OCCerts@MarshMMA.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td>NAIC # 20281</td> </tr> <tr> <td>INSURER B : CompWest Insurance Company</td> <td>12177</td> </tr> <tr> <td>INSURER C : Accident Fund Ins Co of America</td> <td>10166</td> </tr> <tr> <td>INSURER D : Underwriters at Lloyd's London</td> <td>555555</td> </tr> <tr> <td>INSURER E : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: Amber Wisher		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS: OCCerts@MarshMMA.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Federal Insurance Company	NAIC # 20281	INSURER B : CompWest Insurance Company	12177	INSURER C : Accident Fund Ins Co of America	10166	INSURER D : Underwriters at Lloyd's London	555555	INSURER E : Arch Insurance Company	11150	INSURER F :	
CONTACT NAME: Amber Wisher																					
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INSURER B : CompWest Insurance Company	12177																				
INSURER C : Accident Fund Ins Co of America	10166																				
INSURER D : Underwriters at Lloyd's London	555555																				
INSURER E : Arch Insurance Company	11150																				
INSURER F :																					
INSURED InfoSend, Inc. 4240 E. La Palma Avenue Anaheim, CA 92807-CA																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			36031149	02/01/2023	02/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			73587120	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			79896856	02/01/2023	02/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWWCP100005303*	02/01/2023	02/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C				CW WCP100005342**	02/01/2023	02/01/2024	
				*AZ CA OR UT			
				**FL GA IL TX			
D	Cyber/E&O *Retro 12/01/06			TRICE2082	02/01/2023	02/01/2024	\$5,000,000 Agg. /Claim \$100,000 Retention
E	Crime			PCD1005565-00	02/01/2023	02/01/2024	\$500,000 /\$10,000 Ret.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR
 Collier County Government, OR Collier County are named as Additional Insured on the Automobile and General Liability per the attached endorsement. Primary and Non-Contributory applies to General Liability per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Collier County Board of County Commissioners 3295 Tamiami Trail E. Naples, FL 34112-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

CHUBB®**General Liability****Supplementary
Payments**
(continued)

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
1. attorney fees or litigation expenses; or
 2. other loss, cost or expense;
- in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured**Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured

(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured*(continued)***Volunteers**

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

**Permissive Users Of
Mobile Equipment**

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
 - 1. ownership, maintenance or use of any assets; or
 - 2. conduct of any person or organization whose assets, business or organization;

Conditions

Duties In The Event Of
Occurrence, Offense,
Claim Or Suit
(continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

- No person or organization has a right under this insurance to:
- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
 - sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.
- A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:
- trial in a civil proceeding; or
 - arbitration or other alternative dispute resolution proceeding;
- but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

- If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.
- Primary Insurance**
- This insurance is primary except when the Excess Insurance provision described below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.
- Excess Insurance**
- This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
 - B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
 - C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions**Other Insurance
(continued)**

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into on _____ (the "Effective Date") by and between City of Ocoee, Florida, a municipal corporation, with a principal address of 1 N. Buford Ave, Ocoee, FL 34761 ("City"), and InfoSend, Inc., a California Corporation, with a principal address of 4240 E. La Palma Avenue, Anaheim, CA 92807 ("InfoSend"). City and InfoSend are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to obtain Data Processing, Printing and Mailing Services from InfoSend; and

WHEREAS, on February 14, 2023, Collier County, Florida, entered into a Fixed Term Service Agreement with InfoSend ("Collier County Contract") pursuant to the Request for Proposal entitled "RFP For Printing and Mailing Services for Utility Billing Solicitation No.: 22-8010" ("Collier County RFP") and corresponding proposal by InfoSend ("Collier County Proposal") for a three (3)-year period with two (2) optional one (1)-year renewals; and

WHEREAS, pursuant to City's procurement policy, City is authorized to utilize cooperative bidding contracting to utilize contracts awarded by other public agencies for the same or similar services; and

WHEREAS, City has evaluated the Collier County RFP, Collier County Proposal, and Collier County Contract and desires to retain InfoSend utilizing the terms and pricing offered therein to obtain the products and services it requires; and

WHEREAS, InfoSend agrees to provide City with the products and services it requires; and,

WHEREAS, the Parties wish to incorporate and supplement certain terms and conditions set forth in the Collier County Contract with certain terms and requirements set forth herein; and,

WHEREAS, City approved this Agreement and authorized the proper City officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as set forth in full.
2. Any notice to City shall be sent to the following:

3. These terms, together with the attachments, which are made a part hereof and incorporated by reference hereby, set forth the entire understanding of the Parties and supersede all prior agreements, written or oral. Attachments include Exhibit A, which consists of:
 - RFP FOR PRINTING AND MAILING SERVICES FOR UTILITY BILLING SOLICITATION NO.: 22-8010 ("Collier County RFP")
 - InfoSend's Proposal in response to Collier County RFP ("Collier County Proposal")
 - Master Service Agreement between Collier County and InfoSend ("Collier County Contract")
4. In the event of any conflict or ambiguity between the terms of this Agreement and the contents of Exhibit A, the precedence of the documents shall be as follows:

First:	This Agreement
Second:	Collier County Contract
Third:	Collier County Proposal
Fourth:	Collier County RFP

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Purchasing Agreement on the Effective Date and caused this Cooperative Purchasing Agreement to become effective by their respective endorsements below:

CITY OF OCOEE, FL:

By: _____

Name: _____

Title: _____

Dated: _____

INFOSEND, INC.:

By: _____

Name: _____

Title: _____

Dated: _____



Meeting Date: August 15, 2023
Item #: 6

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of the Certification of Non-Ad Valorem Assessment Roll for Solid Waste Inclusion on the Orange County Tax Roll for FY 23/24. (Public Works Director Krug)

Background Summary:

The City Commission approved Resolution No. 2006-003 to provide for collection of Solid Waste fees through the annual Orange County tax roll. The agreement between City of Ocoee and Orange County Tax Collector requires the City to annually certify the non-ad valorem assessment roll by September 15th. The fiscal year 2023/2024 tax roll for Solid Waste calculates revenue to be **\$4,224,151.44**. This is based upon the residential Solid Waste fee which has been increased per adopted Resolution No. 2023-05 from \$275.25 to \$294.12 annually. This is an increase of \$304,316.19 from the current year and is attributed to the creation of a Sanitation Coordinator position, rate increase, annexations, and new homes.

Issue:

Should the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Solid Waste to be included on the Orange County Tax Roll for collection by the Tax Collector?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Solid Waste to the Orange County Tax Collector.

Attachments:

1. Non-Ad Valorem Assessments Summary Report
2. Certificate to Non-Ad Valorem Assessment Roll

Financial Impacts:

Generate revenues of \$4,224,151.44 for the Solid Waste fund.

Type of Item: Consent



Comprehensive Appraisal Technology

2023 Special Taxing District Summary Report

07/20/2023 11:44:37

Page 1

District Code	District Description	Total Number of Parcels	Total Number of Units	Taxing Rate	Total District Charge
5300	OCOEE STORM	16,478	3,687,693.59	1.00	3,687,693.59
5310	OCOEE RES	14,322	14,362.00	294.12	4,224,151.44
5320	OCOEE COMM	217	1.00	0.00	0.00
5330	OCOEE FIRE RESC	15,712	2,386,028.84	1.00	2,386,028.84
5340	OCOEE CODE ENF	3	2,337.21	1.00	2,337.21
Totals		46,732	6,090,422.64		10,300,211.08



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of City of Ocoee, located in Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 15th day of August, 2023 year.

Chairman of the Board or authorized agent
of City of Ocoee
Name of local government

Orange County, Florida



Meeting Date: August 15, 2023
Item #: 7

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of the Certification of Non-Ad Valorem Assessment Roll for Stormwater Inclusion on the Orange County Tax Roll for FY 23/24. (Public Works Director Krug)

Background Summary:

The City Commission approved Resolution No. 2006-003 to provide for collection of stormwater fees through the annual Orange County tax roll. The agreement between City of Ocoee and Orange County Tax Collector requires the City to annually certify the non-ad valorem assessment roll by September 15th. The fiscal year 2022/2023 tax roll for Stormwater calculates revenue to be **\$3,687,693.59**. This is an increase of \$56,227.00 from the current year and is attributed to annexations, new homes and commercial development.

Issue:

Should the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Stormwater to be included on the Orange County Tax Roll for collection by the Tax Collector?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners certify the Non-Ad Valorem Assessment Roll for Stormwater to the Orange County Tax Collector.

Attachments:

1. 2023 Ocoee non-ad valorem assessments summary report
2. Certificate to Non-Ad Valorem Assessment Roll

Financial Impacts:

Generate revenues of **\$3,687,693.59** for the Stormwater fund.

Type of Item: Consent



Comprehensive Appraisal Technology

2023 Special Taxing District Summary Report

07/20/2023 11:44:37

Page 1

District Code	District Description	Total Number of Parcels	Total Number of Units	Taxing Rate	Total District Charge
5300	OCOEE STORM	16,478	3,687,693.59	1.00	3,687,693.59
5310	OCOEE RES	14,322	14,362.00	294.12	4,224,151.44
5320	OCOEE COMM	217	1.00	0.00	0.00
5330	OCOEE FIRE RESC	15,712	2,386,028.84	1.00	2,386,028.84
5340	OCOEE CODE ENF	3	2,337.21	1.00	2,337.21
Totals		46,732	6,090,422.64		10,300,211.08



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of City of Ocoee, located in Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 15th day of August, 2023 year.

Chairman of the Board or authorized agent

of City of Ocoee
Name of local government

Orange County, Florida



Meeting Date: August 15, 2023
Item #: 8

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Approval of the Fire Protection Special Assessment Resolution and Certification of Non-Ad Valorem Assessment Roll for FY 23/24. (Support Services Director Gaines)

Background Summary:

The City Commission approved Ordinance 2013-010 to provide for collection of fire protection assessments as a special non-ad valorem assessment on the annual Orange County tax bill. The assessment is based on building occupancy hazard factors and the area under roof to determine the number of Fire Protection Units (FPUs) for each property. The number of FPUs is then multiplied by the Applied Assessment Rate to get the amount of the special assessment. Section 197.3632, Florida Statutes, requires the City to certify the Assessment Roll for the fire protection assessments by September 15th. A resolution to certify the Assessment Roll is the only mandatory element of the annual fire protection special assessment implementation process.

Issue:

Should the Honorable Mayor and City Commissioners approve the annual resolution setting the Fire Protection Assessment for FY 2024 and certifying the Fire Protection Assessment Tax Roll?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners adopt the attached resolution certifying the Fire Protection Assessment Roll. Staff additionally recommends that the Mayor and City Manager be authorized to execute and submit any documents needed to implement the resolution.

Attachments:

1. Resolution

Financial Impacts:

The fire protection special assessment will be imposed on all applicable structures located on privately-owned parcels within the city. Parcels without such structures are not assessed. Using the previously adopted Applied Assessment Rate of \$69.50 and the estimated number of FPUs determined by the currently available data, the gross revenue generated will be \$2,386,028.84. This amount reflects the omission of those HOA-owned, governmental, and institutional parcels exempt from all taxation by the action of State law or by the exemptions in the Ordinance. The total number of assessed parcels is 15,712. With deductions for the cost of collection (2%), early payments (up to 4%), and non-payment (1%), plus the addition of interim fees being paid through the year as a result of construction, the actual revenue value is approximately \$2,277,702.25. The

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

total amount to be collected would be approximately one-third of the proposed budget for the Fire Department in FY 2024.

Type of Item: Consent

RESOLUTION 2023-

CITY OF OCOEE

**ANNUAL FIRE PROTECTION SPECIAL ASSESSMENT RESOLUTION
FOR
FISCAL YEAR 2024**

AUGUST 15, 2023

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE CITY OF OCOEE; ENDORSING THE METHOD OF ALLOCATING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTIES LOCATED WITHIN THE CITY OF OCOEE; STATING THE TOTAL AMOUNT OF REVENUE TO BE GENERATED; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Commission of the City of Ocoee, Florida, has enacted Ordinance No. 2013-010 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against assessed property located within the City (codified as Chapter 77 of the City Code of Ordinances); and

WHEREAS the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Protection Assessed Costs among parcels of assessed property; and

WHEREAS the City Commission has adopted an apportionment methodology for its Fire Protection Assessment program and now desires to impose an Annual Fire Protection Assessment within the City of Ocoee using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2023; and

WHEREAS the City Commission, on November 1, 2016, amended Chapter 77 of the Code of Ordinances of the City of Ocoee to, among other things, set the Annual Assessment Rate at a value of \$69.50 per Net Fire Protection Unit (FPU); and

WHEREAS the City Commission desires that the Applied Assessment Rate remain unchanged from its current value; and

WHEREAS none of the conditions listed in Section 197.3632(4)(a), Florida Statutes, or Section 77-12.D of the City Code of Ordinances are present to require a public hearing and publication of notice to establish the Applied Assessment Rate.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Fire Protection Assessment Ordinance (Ordinance No. 2013-010), as subsequently revised on November 1, 2016; the Initial Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 6, 2013; the Final Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on September 5, 2013; the Annual Fire Protection Special Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 15, 2017; the City of Ocoee Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Section 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This Resolution sets forth and approves the Assessment Roll for Fiscal Year 2024, as defined in Section 77-1 of the City Code of Ordinances and utilizing the procedure described in Section 77-12 of the City Code of Ordinances, for Fiscal Year 2024, which begins on October 1, 2023.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, as amended, and in the Initial Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 6, 2013, as applicable. Any conflict in definitions between those two sources shall be resolved in favor of the Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

(C) The Initial Assessment Resolution adopted by the City Commission of the City of Ocoee, Florida on August 6, 2013, defines terms related to building usage codes that are used in the Fire Protection Assessment process created by the Ordinance and subsequent resolutions to assign the most applicable Hazard Class to a structure that is subject to the assessment. Such terms as Building Use, Code Descriptions, DOR Code, Fixed Property Use Codes, and

Improvement Codes are provided in the Ordinance to describe essentially equivalent indications of a structure's use, as established by the Orange County Property Appraiser (OCPA). Previously adopted ordinances and resolutions related to the Fire Protection Assessment process also include definitions where listed building usage codes are understood to identify a specific use and, thus, the Hazard Class for the structure. These building usage codes are continuously evolving such that a slightly different set of codes is developed and published by OCPA each year in order to improve the agency's support for a variety of uses.

SECTION 3. CONFIRMATION OF ASSESSMENT RATE. The Maximum Assessment Rate continues to be \$69.50 per Net Fire Protection Unit and remains the Applied Assessment Rate for the imposition and computation of Fire Protection Assessments.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS.

(A) For the Fiscal Year 2024 beginning October 1, 2023, the Fire Protection Assessed Cost to be assessed and apportioned is hereby set to be \$2,386,028.84. This value takes into account the exemptions provided in the Ordinance and as provided by law.

(B) Except as otherwise provided herein, Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for Fiscal Year 2024 beginning on October 1, 2023.

(C) Any shortfall in the expected proceeds from the Fire Protection Assessment due to any reduction or exemption from payment of the Fire Protection Assessment required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessment.

SECTION 5. APPROVAL OF THE ASSESSMENT ROLL. The Assessment Roll attached as Appendix B is hereby approved and shall be delivered to the Orange County Tax Collector for

collection using the tax bill collection method and the manner described in the Ordinance on or before September 15, 2023, together with the correction of any errors or omissions, as provided for in the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. This Resolution establishes the rate of assessment to be imposed in the upcoming Fiscal Year and approves the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Commission deems just and right. The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

SECTION 7. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of other provisions of this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. APPROVED
AS TO FORM AND LEGALITY THIS ____
DAY OF _____, 2023.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____.**

FISHBACK DOMINIC, LLP

By: _____
City Attorney

APPENDIX A
CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of City of Ocoee, located in Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 15th day of August, 2023.
year

Chairman of the Board or authorized agent
of City of Ocoee (Ocoee Fire Resc)
Name of local government

Orange County, Florida

APPENDIX B

**FIRE PROTECTION ASSESSMENT ROLL
FOR THE CITY OF OCOEE
(On file in the City Clerk's Office)**

STAFF REPORT

Meeting Date: August 15, 2023
Item #: 9

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval of Access and Utilities Easement with Silvestri Investments of Florida, Inc. (Utilities Director Croteau)

Background Summary:

The Utilities Department will be replacing approximately 1,600 liner feet of 6-inch force main on N. Clarke Rd to address failures on this main. As part of this project, the force main will be rerouted to reduce construction impacts within N. Clarke Road/ A.D. Mims Road intersection. Staff worked with Silvestri Investments of Florida to secure a fifteen-foot (15') wide access and utility easement along the southern property line of Parcel 09-22-28-0000-00-058. The Access and Utilities Easement reduces the impact of the construction to railroad and roadway by avoiding work within the N. Clarke Road/A.D. Mims Road intersection, reduces the cost for construction, and provides easier access to the force main for any needed future maintenance and repair.

Issue:

Should the Honorable Mayor and City Commissioners approve the Access and Utilities Easement with Silvestri Investments of Florida, Inc.?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Access and Utilities Easement with Silvestri Investments of Florida, Inc.

Attachments:

1. Access and Utilities Easement

Financial Impacts:

None as this is being granted at no cost to the City.

Type of Item: Consent

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD
BE RETURNED TO:**

SCOTT A. COOKSON, Esq.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

ACCESS AND UTILITIES EASEMENT

THIS ACCESS AND UTILITIES EASEMENT made this ____ day of _____, 2023, between **SILVESTRI INVESTMENTS OF FLORIDA, INC.**, a Florida corporation, whose address is _____ (the “**GRANTOR**”), and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (the “**GRANTEE**”).

WITNESSETH: That the Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid, the receipt of which is hereby acknowledged, does hereby give and grant to the GRANTEE and its successors, agents, assigns, lessees, and tenants, a perpetual non-exclusive utilities easement on Parcel 09-22-28-0000-00-058, which will also meet the required 15-foot setback/buffer affronting A.D. Mims Road, for the purpose of providing, conveying, distributing, or carrying sewer, reclaim, and water services, together with the right, privilege, and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate, and rebuild pipes, mains, conduits, equipment, and all other improvements or accessories necessary or desirable in connection therewith (all items hereafter being collectively referred to as the “**Facilities**”), which Facilities will be located on, through, over, across, or under the following specific non-exclusive “**Easement Property**,” within GRANTOR’S premises, situated in Orange County and the State of Florida, to wit:

SEE ATTACHED EXHIBIT “A”

TO HAVE AND TO HOLD said Easement unto said GRANTEE and its successors, agents, assigns, lessees, and tenants forever.

GRANTOR shall not place any landscaping, fences, structures, shrubs/trees, or other obstructions within the Easement Property that would in any way hinder the access, operation and maintenance of the Facilities within the Easement Property. Any landscaping to be installed within the 15-foot utility easement shall be approved by the Utilities Department.

GRANTEE shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation and maintenance of the Easement. GRANTEE’S obligation to restore landscaping shall be limited to an obligation to restore to GRANTEE’S landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards.

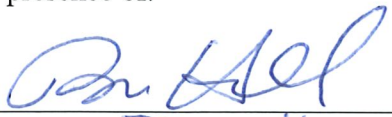
GRANTEE may at any time increase the use of the Easement, change the location of pipelines or related Facilities within the Easement Property, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR provided GRANTEE does not expand its use of the Easement beyond the boundaries of the Easement Property. GRANTEE shall be responsible for the proper construction, operation, maintenance and repair of the Facilities installed in the Easement Property by GRANTEE, and GRANTOR shall assume no responsibility or liability for the maintenance, repair or safe operation of such Facilities.

GRANTOR hereby warrants to GRANTEE that GRANTOR has fee title to the Easement Property subject to easements, reservations, restrictions, and rights-of-way of record, if any, and that GRANTOR has good, right, and lawful authority to grant this Easement.

[Signatures to Follow]

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year first above written.

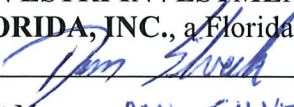
Signed, sealed, and delivered
in the presence of:


Print Name: BRIAN HILL


Print Name: DOREEN HILL

GRANTOR:

**SILVESTRI INVESTMENTS OF
FLORIDA, INC.**, a Florida corporation

By: 

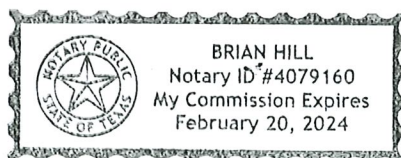
Print Name: DAN SILVESTRI

Date: 6/6/23

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐
online notarization, this 6TH day of JUNE, 2023, by DAN SILVESTRI
_____, on behalf of **SILVESTRI INVESTMENTS OF FLORIDA, INC.**, a Florida
corporation, who is ☐ personally known to me or who ☒ has produced
DRIVER'S LICENSE as identification.

(Seal)





Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed in its name the day and year first above written.

GRANTEE:

CITY OF OCOEE,
a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY** this _____ day of
_____, 2023.

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 2023
UNDER AGENDA ITEM NO. _____**

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
Scott A. Cookson, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rusty Johnson and Melanie Sibbitt, well known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE**, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public
My Commission Expires:

EXHIBIT "A"
(Easement Property)

A 15' wide access and utility easement along the entire southern boundary of a portion of Section 9, Township 22, Range 28 East, Orange County, Florida, being more particular as follows: Section 9, Township 22, South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Northeast 1/4 of Section 9, Township 22 South; Range 28 East; thence run South 01°19'46" East along the West line of the Southeast 1/4 of said Section 9, a distance of 652.19 feet to the North right of way line of the Seaboard System Railroad a 60 foot right of way; thence run North 75°23'15" East along said North right of way line, a distance of 984.41 feet for the Point of Beginning; thence run North 14°37'23" West, a distance of 260.08 feet; thence run North 75°23'15" East, a distance of 204.21 feet to a point on the West right of way line of Clarke Road, said point being on a curve concave to the East, having a radius of 4108.84 feet; thence from a tangent bearing of South 12°01'50" East, run Southerly along the arc of said curve and said West right of way line through a central angle of 02°35'33", a distance of 185.92 feet; thence continue along said West right of way line South 14°37'23" East, a distance of 74.22 feet to a point on the aforesaid North right of way line of the Seaboard System Railroad; thence run South 75°23'15" West along said North right of way line, a distance of 200.00 feet to the Point of Beginning.

STAFF REPORT

Meeting Date: August 15, 2023
Item #: 10

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the Wastewater Treatment Plant. (Utilities Director Croteau)

Background Summary:

The approved Ocoee American Rescue Plan Act (ARPA) project list includes funding to replace the electrical room at the Wastewater Treatment Plant (WWTP). The current Motor Control Center Room (MCC) is undersized and restricts necessary plant upgrades and expansion. All equipment is nearing the end of its useful life, including the current generator, which is 25 years old. Lead time for the new generator may be up to 70 weeks. Due to this extensive lead time and project completion deadline required by ARPA, Staff determined that it is necessary to purchase the generator in advance so that it will be available when the electrical room expansion and upgrades are completed. Sourcewell is a cooperative purchasing program that the City of Ocoee is a member of. The replacement generator is available for purchase under Sourcewell Contract #09222-CAT at a price of \$526,465.00 and Ring Power CAT is the area dealer for this equipment.

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the Sourcewell Cooperative Purchasing Contract to replace the generator at the WWTP?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to procure the replacement generator for the WWTP from Ring Power CAT utilizing Sourcewell Contract #09222-CAT.

Attachments:

1. Quote/Sales Agreement
2. Caterpillar Pricing

Financial Impacts:

None as this is an ARPA funded project.

Type of Item: Consent

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 7/13/2023

QUOTATION NO: MB23-073

CUSTOMER NAME: City of Ocoee

ADDRESS:

CITY/STATE/ZIP: , FL

CONTACT: Bruce Chiesa

PHONE:

ESTIMATED SHIPPING LEAD TIME: 30-70+
weeks- changes weekly or depending on stock

SHIPPING VIA/FOB:

ESTIMATED SUBMITTAL LEAD TIME: 6 Weeks

JOBSITE ADDRESS:

CITY/STATE/ZIP: FL

PROJECT NAME: Ocoee WTP

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		
For your reference, your Sourcewell Member ID is 75029		
One (1) New Caterpillar Diesel Generator – Model V12 Rated 1000 KW standby at 0.8 PF, 480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: **Mark Barbarulo**

Mark Barbarulo, EPG Sales. Central Florida

TERMS

- ***This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.***
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Main UL circuit breaker 1600amp • CAT EMCP Control panel with safety shutdowns, Engine controls and gauges • Voltage regulator • Governor • PMG excitation • Jacket water heater • Battery charger UL 10 amp • 2 Year / 1000 hour Caterpillar limited warranty • Start up and Commissioning • Includes 4 hour load test • Batteries and cables • Introduction and training to personnel • Freight to customer site - 5000 gallon double wall tank * 4595 gallons usable fuel (when tank is filled to 90%) * 63 hours of usable fuel at 100% load Construction: - 5000 gallons - U.L. 142 listed generator sub-base tank * FDEP: EQ625 - 0.1875" thick steel primary tank & 0.1875" thick steel secondary tank - Tank interior epoxy coated for rust prevention - Neoprene mounting pads for under tank supports included - Tank ships with vacuum in interstitial for on-site integrity verification Atmospheric & Emergency vents: - 3" atmospheric vent - 8" primary tank and 8" secondary tank emergency vents Fuel level & leak switches: - High, Low, fuel level & interstitial leak switches * Wired to genset control panel for alarms - Mechanical fuel level gauge, visible from fuel fill Internal conduit stub-up area (through tank): Exterior fill with spill containment Pneumercator TMS-2000 - Audible alarm with silence, and visual alarm indication - NEMA 4X enclosure		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
- 4 Relay / 4 Input I/O card - Magnetostrictive probe (fuel level probe) with float and install kits Includes 2 probes and 8 leak/point level sensor inputs, 2 programmable relay outputs and contact closure inputs - Aluminum construction - 42" tall handrails - Four (4) stair sets with 36" X 42" platform Construction: - Weatherprotective, sound attenuated, aluminum enclosure * Walk-in design - Pre-finished aluminum modular panel design - Color: selected by owner (paint chip needed to match) - PE certified to 150 MPH wind load * Designed to meet and/or exceed to load combination requirements in ASCE 7-16 Sound Attenuation: - Sound attenuated - 25 dB(A) reduction at 7 meters - 2" fiberglass acoustic insulation - Perforated aluminum interior liner on ceiling and discharge hood Airflow through enclosure: - Intake: * Hooded intake with bird / rodent screen - Discharge: * Hooded discharge with gravity dampers and bird / rodent screen - Designed to minimize water penetration into enclosure during heavy rainfall Enclosure entrances: - Stainless steel, padlockable handles and aluminum continuous piano hinges - Four (4) single access doors - Reinforced door framing - Door drip guards - Four doors with panic pushbar exit devices Exhaust and Fluids: - Exterior stainless steel critical grade silencer - Exterior muffler mounting hardware - Stainless steel exhaust flex with heat resistant exhaust blankets - Exhaust elbow and rain cap - Exhaust rain shield - Pre-fit and ship loose muffler and flex - Fumes disposals & engine drains piped to outside of enclosure		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Electrical Package: - 10kVA, 480/120 208V 3 phase Mini Power Zone, NEMA 4X and surge protection - Qty (3) LED light fixtures - Qty (2) light switches - Qty (2) 20A GFI duplex receptacles - Qty (3) DC powered lights with one hour timer - Exit signs 2 X 300 Series, Automatic Delayed Transition Transfer Switch 4 pole 1600 amp N12		
Total NET for above		\$526,465.00

Exceptions & Clarifications:

2.08.B- Enclosure shall be constructed in .080" aluminum in lieu of .125"

*Proposal per Specs 16250. NO Drawings provided.

*ASCO is providing Contactor Type transfer switch in lieu of Breaker Type Transfer switch

NOTE:

Notice to Buyer:

The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."

This is not part of the above project, this is an ADDER for Standard Service agreement- Budget only, A site visit will be needed to firm up pricing. No load bank included. Please contact below for firm pricing.

Vicky Gallagher |Product Support Service Representative (PSSR)|
 Power Systems Division | **Ring Power Corporation** | 9901
 Ringhaver Drive |Orlando, Florida 32824 | Cell: 407-466-8450 |
 victoria.gallagher@ringpower.com

SIZE	Annual Maintenance with T/A
KW	
5 - 25 *	\$ 720.21
26 - 50 *	\$ 720.76
51 - 100 *	\$ 788.62
101 - 150	\$ 852.66
151 - 200	\$ 1,112.09
201 - 300	\$ 1,446.94
301 - 400	\$ 1,557.52

Updated Pricing Effective 6/1

771.15
771.24
845.67
913.71
1194.68
1562.82
1696.09

DESCRIPTION OF MATERIAL		UNIT PRICE	EXTENSION
401 - 500	\$ 1,876.75		2041.94
501 - 750	\$ 2,219.76		2420.18
751 - 1000 **	\$ 3,783.11		4114.96
1001 - 1500 **	\$ 4,357.32		4802.06
1501 - 2000 **	\$ 5,200.60		5763.12
2001 - 2500 **	\$ 5,652.89		6284.27
C175-16 **	\$ 6,136.20		6762.09
C175-20 **	\$ 7,199.36		7937.48
5 - 25 *	685.92485		

Standard Prices are for ground level access

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer

NOTE:

1. The above price includes start-up, testing, and customer training.
2. No, fuel is included.
3. No third party testing or NETA testing included and is by others.
4. No sales tax included
5. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
6. In some cases the enclosure, tank and exhaust are shipped loose, installation is by others.
7. Work to be done during normal business hours 8am to 4pm.
8. Proposal is based on information supplied by the Customer.
9. Generators that come with an **800 amp breaker** or larger are supplied with buss bar, Lugs are by others.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
10. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.		
11. Ring Power will be supplying equipment as described in the attached documentation.		
12. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies <u>prior</u> to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.		
13. Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.		
14. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer.		

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo

Mark Barbarulo

Ring Power Systems, Generator Sales Central Florida,
407-472-6231 Office - 407-857-1592 Fax - 407-383-5840 Cell
Mark.barbarulo@ringpower.com

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Note: Due to global supply chain cost increases: 1. All new generators are subject to a commodity surcharge of up to 16%.

List Price Discount	
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	18%
D25 - 25 kW	18%
D30 - 30 kW	18%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%

Caterpillar: Confidential Green

C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%

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100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)	
DG100 - 100 kW	18%
DG125 - 125 kW	18%
DG150 - 150 kW	18%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%
350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%
CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)	
DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%
G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	20%
500 kW	20%
G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)	
750 kW	18%
1000 kW	18%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)	
All Ratings	18%
G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)	
1500 kW	18%
G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
Caterpillar: Confidential Green	
CG132, CG170, CG260 (custom)	

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	15%
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
182 kW Prime Power	23%
200 kW	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
XQ1140, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable) <i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i>	12%
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided
Rental Agreements

Sourcewell Member Pricing
10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description	Unit of Issue	Ancillary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price <u>with Sourcewell Discount Applied</u> (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time. For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min	Each	N/A	\$ 1,309,989		N/A	1	1	\$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min	Each	N/A	\$ 2,263,804		N/A	1	2	\$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min	Each	N/A	\$ 2,507,909		N/A	1	2	\$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min	Each	N/A	\$ 2,750,774		N/A	1	2	\$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min	Each	N/A	\$ 3,257,104		N/A	1	3	\$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min	Each	N/A	\$ 3,461,724		N/A	1	3	\$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min	Each	N/A	\$ 3,705,829		N/A	1	3	\$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min	Each	N/A	\$ 3,948,694		N/A	1	3	\$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min	Each	N/A	\$ 4,191,559		N/A	1	3	\$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min	Each	N/A	\$ 4,708,735		N/A	1	4	\$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min	Each	N/A	\$ 4,903,749		N/A	1	4	\$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min	Each	N/A	\$ 5,145,374		N/A	1	4	\$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min	Each	N/A	\$ 5,389,479		N/A	1	4	\$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min	Each	N/A	\$ 5,632,344		N/A	1	4	\$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	\$ 990,332		N/A	1	1	\$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	\$ 853,487		N/A	1	1	\$ 665,720	22.00%



Meeting Date: August 15, 2023
Item #: 11

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval of RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer, and Road Reconstruction; Guaranteed Maximum Price Contract Authorization. (Utilities Director Croteau)

Background Summary:

The City Commission awarded the Construction Manager at Risk (CMR) contract for the Floral Street Water, Sewer, and Road Reconstruction Project along Floral Street and North Cumberland Avenue at the April 18, 2023, Commission Meeting to J. Malever Construction Company (J. Malever). The next step in the CMR process is to negotiate the Guaranteed Maximum Price (GMP). Utilities, with the Design Engineer's (Hazen and Sawyer) concurrence, has reviewed the proposal and recommends approval of the GMP with J. Malever for the Floral Street Water, Sewer, and Road Reconstruction Project for \$2,291,950.50 as detailed in the attached proposal. This GMP includes an 8% Contractor's Fee in the amount of \$161,689.63 for J. Malever and a 5% Contractor's Contingency in the amount of \$109,141.00 for any overages in the Contractor's cost. The use of this contingency will require verification and agreement by the City. All savings will be returned to the City. Along with the GMP, the total project cost of \$2,635,743.07, includes a 10% Project Owners contingency (\$229,196.00) and a 5% miscellaneous amount (\$114,598.00) to cover all other project expenses.

Issue:

Should the Honorable Mayor and City Commissioners approve the Total Project Cost of \$2,635,745.00, including approval of the Guaranteed Maximum Price, for the Floral Street Water, Sewer, and Road Construction of the Construction Manager at Risk contract with J. Malever Construction Company?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Total Project Cost of \$2,635,745.00, including approval of the Guaranteed Maximum Price, for the Floral Street Water, Sewer, and Road Construction of the Construction Manager at Risk Contract, RFQ #23-004, with J. Malever Construction Company, authorizing the Mayor, City Clerk, and City Staff to execute the required contract documents and authorizing the City Manager to approve additional work up to the limit of his purchasing authority and up to the allowable budget for unforeseen conditions.

Attachments:

1. Contract/Proposal
2. Design Plans

Financial Impacts: The Total Project Cost of \$2,635,745.00, including the Guaranteed Maximum Price, will be funded by the following:

- Job #17103 - Oakland Downtown Gravity Main 2016 Bond (Funds 417 & 408)
- Job #P000342 - Wastewater Field – Floral Street Sanitary Sewer/Water (Fund 408)
- Job #P000343 - Water Field – Floral Street Sanitary Sewer/Water ADD (Fund 408)

Type of Item: Consent

J. Malever Construction Company
301 Sampey Rd., Groveland, FL 34736
Phone: 352-429-9507 Fax: 452-429-8705

Contract / Proposal

Date August 4, 2023

Name/Owner: City of Ocoee - Utility Dept
1800 A.D. Mims Rd
Ocoee, FL 34761

Job Name: Floral St - GMP - Water, Sewer & Road Reconstruction

Engineer City of Ocoee

Plan Date August 2023 Plans Sent out on 8/2 at 8:57 AM

Estimate No 23125

I/We the undersigned do hereby authorize and direct J. Malever Construction Company hereinafter "Malever") to perform construction work to the above-described property in accordance with the Scope of Work outlined below. This Contract is subject to the Standard Terms and Conditions below.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

STANDARD TERMS AND CONDITIONS

I Malever's Scope of Work. The scope of work of this Contract/Proposal (hereinafter "Scope of Work") is to furnish the labor and materials necessary to:

A

1 Scope per attached proposal breakdown - This is GMP quote for the work shown on plans

B Notes

1 Includes one mobilization & the use of the City's storage area at the intersection of McKey St and Bay St

2 Quote does not include any permits or fees

- 3 Price includes a 5% contingency amount for any addition plan or design changes
- 4 Price includes a unit price for unsuitable soils removal and replacement. Along with trash removal.
- 5 This quote does not include the purchase of any additional new bricks for installation in the roadway
- 6 Existing bricks will be taken up put on pallets, stored and reinstalled on the roadway once the utilities are all installed. The current style of brick installed on Floral and Cumberland does not match the bricks in the city's storage yard. The Holland Restic Bay bricks in the City's yard were used on Oakland & McKey St projects. If the city wants to use the Rustic Bay bricks then they could be used for the herringbone pattern at the intersection of Floral and Cumberland - quantity in the storage yard will need to be verified. The typical loss of bricks to breakage when you remove and put them on a pallet is 30%. So using the Rustic Bay bricks should allow for the rest of the existing bricks to be reinstalled on the Floral and Cumberland roadways
- 7 Bricks will be removed on Cumberland all the way up the the existing crosswalk at the intersection with Mckey St. Curbs will also be removed and replaced.
- 8 New 6' sewer services will be installed up the road R/W where they are shown on the plans. Connection to the existing property's owner's sewer system outside of the Road R/W will be by others
- 9 New 1" water services will be installed up the road R/W where they are shown on the plans. Connection to the existing property's owner's water service will be before the existing curb stop and meter. If the existing curb stop is damaged or will not function correctly then the City will need to furnish a new curb stop to be installed by JMC.
- 10 Clearing of the existing trees and landscape located within the road R/W will be done by JMC. No new trees or landscape will be reinstalled In the R/W other than sod.

II The Price of this Scope of Work. The price for the Scope of Work is **\$ 2,291,950.50**

This Contract/Proposal and Malever's business records are not subject to audit by Owner. This price is based on working during business hours of Monday through Friday from 6:00 AM to 6:00 PM. Owner agrees to provide access to the job site as required for completion.

III Changes. The owner may make changes in the Scope of Work. Owner and Malever must agree in writing to the scope of the changed work and the time necessary to complete the changed work (hereinafter "Change Order"). Owner may direct Malever to perform work which is not within Malever's Scope of Work only in accordance with this provision. Owner's request for Malever to perform work outside business hours shall occur upon the execution of a Change Order.

IV Warranty. Malever's warranty guarantees that the work shall be free from defects and shall conform to and meet the requirements of the applicable building codes. Malever agrees to correct, to the satisfaction of the Owner, any portion, or portions of the work which prove to be defective within one (1) year from the date of the acceptance of the work by Owner.

V Payment. Owner is liable to pay Malever all amounts due pursuant to this Contract/Proposal. Payments are to be made as follows: Monthly draws, net 10 days. Payments are delinquent (30) days from their respective due date specified above. Delinquent payments shall bear interest at the rate of 1-1/2% per month, if not prohibited by law, otherwise at the highest lawful interest rate.

VI Jurisdiction and Venue. This agreement shall be governed by the laws of the State of Florida. In the event of suit, the sole and exclusive jurisdiction for and venue of such suit shall be in Lake County, Florida. The Owner hereby waives for itself whatever rights it may have in the selection of venue. The

prevailing party in any action to enforce the terms of this Contract/Proposal shall be entitled to an award of all "costs", with all "costs" being defined as attorney's fees, expert fees and other costs of litigation, including all "costs" for appeals.

By: _____

J. Malever Construction Company

By: _____

City of Ocoee - Utility Dept

Date: August 4, 2023

Date: _____

Floral St - City of Ocoee

ITEM DESCRIPTION	UNIT	QTY	UNIT BID	AMOUNT BID
Mobilization / General Conditions	LS	1	128,310.37	128,310.37
Traffic Control	LS	1	33,500.00	33,500.00
Dig & Haul Off Unsuitable Soils	CY	40	65.00	2,600.00
Import & Replace Unsuitable Soils W/ Clean Soil	CY	70	40.00	2,800.00
Haul off Any Dumped Trash - Haul to Landfill - Tires are Additional	CY	20	75.00	1,500.00
Floral St				
Erosion Control	LS	1	6,500.00	6,500.00
Clearing / Demo - Sidewalk, Curbs & Driveways	LS	1	60,000.00	60,000.00
Earthwork	LS	1	50,000.00	50,000.00
Ext Roadway Bricks Picked Up and put on Pallets	SY	2225	55.00	122,375.00
Ext Roadway Bricks Re-Installed on Roadway	SY	1900	75.00	142,500.00
Special Brick Pattern in Intersection - May use Rustic Bay Bricks	SY	325	100.00	32,500.00
8" Sanitary Pipe - PVC	LF	657	90.00	59,130.00
Sanitary Manhole - 2 & 3	EA	2	7,500.00	15,000.00
Install 6" Service Laterals to RW Line	EA	9	2,000.00	18,000.00
Connect to Existing Sanitary Stub Out Pipe At Bluford Ave	EA	1	7,500.00	7,500.00
Remove Existing 2" Poly Waterline	LF	100	15.00	1,500.00
Remove Existing 8" DIP Waterline	LF	800	30.00	24,000.00
Remove Existing Fire Hydrants & Assembly	EA	2	1,500.00	3,000.00
Remove Existing Water Service Assembly	EA	2	750.00	1,500.00
Remove Ext 15" RCP & Reinstall Once Sewer Pipe is Installed	LF	56	350.00	19,600.00
Remove Ext 18" RCP & Reinstall Once Sewer Pipe is Installed	LF	16	350.00	5,600.00
Temp Waterline to Feed Existing Services	LF	820	25.00	20,500.00
8" Water Line PVC With Fittings - Pipe Provided by the City	LF	460	55.00	25,300.00
6" Water Line PVC with Fittings- Pipe Provided by the City	LF	360	38.00	13,680.00
8" Gate Valve	EA	8	3,500.00	28,000.00
6" Gate Valve	EA	2	2,500.00	5,000.00
Single Water Service - 1"	EA	12	1,500.00	18,000.00
Fire Hydrants	EA	2	8,500.00	17,000.00
8" Line Stop	EA	3	9,700.00	29,100.00
2" Waterline Blow Off	EA	1	1,500.00	1,500.00
Connect To Existing Waterline	EA	3	3,500.00	10,500.00
12" Stabilized Subgrade	SY	2405	8.00	19,240.00
10" Crushed Concrete Base	SY	2225	28.00	62,300.00
Type D Curb	LF	800	40.00	32,000.00
Ribbon Curb	LF	25	35.00	875.00
4" Sidewalk Concrete	SY	605	95.00	57,475.00
6" Driveway Concrete	SY	300	110.00	33,000.00
ADA Ramps	EA	4	2,000.00	8,000.00

4A

Sod R/W	SY	1100	6.00	6,600.00
Re-install Roadway Signs	LS	1	500.00	500.00
South Cumberland				
Erosion Control	LS	1	6,500.00	6,500.00
Clearing / Demo - Curbs & Driveways	LS	1	25,000.00	25,000.00
Earthwork	LS	1	20,000.00	20,000.00
Ext Roadway Bricks Picked Up and put on Pallets	SY	1160	55.00	63,800.00
Ext Roadway Bricks Re-Installed on Roadway	SY	1160	75.00	87,000.00
8" Sanitary Pipe - PVC	LF	371	90.00	33,390.00
Sanitary Manhole - 4 & 7	EA	2	7,500.00	15,000.00
Install 6" Service Laterals to RW Line	EA	6	2,000.00	12,000.00
Install Concrete Cap Over Sewer Line	SY	85	250.00	21,250.00
Remove Existing 8" DIP Waterline	LF	420	30.00	12,600.00
Remove Existing Fire Hydrants & Assembly	EA	2	1,500.00	3,000.00
Remove Ext 15" RCP & Existing Inlet	LF	28	350.00	9,800.00
Install New Storm Inlet P-9	EA	1	8,000.00	8,000.00
Install New Storm Doghouse Manhole	EA	1	9,500.00	9,500.00
Install New 15" RCP	LF	20	195.00	3,900.00
Temp Waterline to Feed Existing Services	LF	420	25.00	10,500.00
8" Water Line PVC With Fittings - Pipe Provided by the City	LF	420	55.00	23,100.00
8" Gate Valve	EA	4	3,500.00	14,000.00
Single Water Service - 1"	EA	6	1,500.00	9,000.00
Fire Hydrants	EA	2	8,500.00	17,000.00
ARV - Water	EA	1	6,200.00	6,200.00
8" Line Stop	EA	2	9,700.00	19,400.00
Connect To Existing Waterline	EA	2	3,500.00	7,000.00
12" Stabilized Subgrade	SY	1340	8.00	10,720.00
10" Crushed Concrete Base	SY	1245	28.00	34,860.00
1-1/2" Asphalt	SY	140	55.00	7,700.00
Type D Curb	LF	800	40.00	32,000.00
Miami Curb	LF	240	40.00	9,600.00
4" Sidewalk Concrete W/ Steps	SY	10	450.00	4,500.00
6" Driveway Concrete	SY	625	110.00	68,750.00
Sod R/W	SY	725	6.00	4,350.00
Reinstall Roadway Signs	LS	1	500.00	500.00
North Cumberland				
Erosion Control	LS	1	1,000.00	1,000.00
Clearing / Demo - Driveways	LS	1	7,000.00	7,000.00
Remove Existing 2" Poly Waterline	LF	90	15.00	1,350.00
Remove Existing Fire Hydrants & Assembly	EA	1	1,500.00	1,500.00
Remove & Replace Chain Link Fence	LF	75	60.00	4,500.00
Temp Waterline to Feed Existing Services	LF	280	25.00	7,000.00
8" Water Line PVC With Fittings - Pipe Provided by the City	LF	280	55.00	15,400.00
8" Gate Valve	EA	2	3,500.00	7,000.00
Single Water Service - 1"	EA	3	1,500.00	4,500.00
8" Line Stop	EA	1	9,700.00	9,700.00
Connect To Existing Waterline	EA	2	3,500.00	7,000.00

4B

6" Driveway Concrete	SY	85	110.00	9,350.00
Sod R/W	SY	600	6.00	3,600.00
Reinstall Roadway Signs	LS	1	500.00	500.00
Sills Alley - East & West				
Erosion Control	LS	1	4,500.00	4,500.00
Clearing / Demo - Asphalt Millings	LS	1	9,875.00	9,875.00
Earthwork	LS	1	20,000.00	20,000.00
8" Sanitary Pipe - PVC	LF	568	90.00	51,120.00
Sanitary Manhole - 5 & 6	EA	2	7,500.00	15,000.00
Install 6" Service Laterals to RW Line	EA	15	2,000.00	30,000.00
Install Concrete Cap Over Sewer Line	SY	110	250.00	27,500.00
Remove Existing 2" Poly Waterline	LF	150	30.00	4,500.00
Temp Waterline to Feed Existing Services	LF	220	25.00	5,500.00
4" Water Line PVC With Fittings	LF	110	30.00	3,300.00
2" Poly Pipe Water Liner W/ Fittings	LF	130	30.00	3,900.00
4" Gate Valve	EA	1	2,000.00	2,000.00
Single Water Service - 1"	EA	5	1,500.00	7,500.00
2" Blow Off	EA	1	1,500.00	1,500.00
6" Asphalt Millings for Roadway	SY	760	22.00	16,720.00
Sod R/W	SY	400	6.00	2,400.00
Reinstall Roadway Signs	LS	1	500.00	500.00
Construction Fee				
Construction Fee	LS	1	161,689.63	161,689.63
Contract Contingency				
Contract Contingency - 5%	LS	1	109,140.50	109,140.50
Totals				2,291,950.50

UTILITIES DEPARTMENT
CITY OF OCOEE

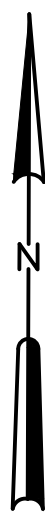


100% DESIGN SUBMITTAL
DOWNTOWN FLORAL STREET SEWER PROJECT

HAZEN PROJECT NO.: 41154-001
AUGUST 2023

CITY

- RUSTY JOHNSON, MAYOR
- ROBERT D. FRANK, CITY MANAGER
- CRAIG SHADRIX, ASSISTANT CITY MANAGER
- LARRY BRINSON, SR., DISTRICT 1 COMMISSIONER
- ROSEMARY WILSEN, DISTRICT 2 COMMISSIONER, PRO-TEM
- RICHARD FIRSTNER, DISTRICT 3 COMMISSIONER
- GEORGE OLIVER III, DISTRICT 4 COMMISSIONER



LOCATION MAP
NOT TO SCALE



HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

PROJECT ENGINEER OF RECORD: DEREK W. BIEBER, PE No. 75500

LIST OF DRAWINGS

SHEET NUMBER	SHEET TITLE
GENERAL	
G-01	TITLE SHEET, LOCATION MAP AND LIST OF DRAWINGS
G-02	GENERAL NOTES
G-03	ABBREVIATIONS AND SYMBOLS
CIVIL	
C-01	KEY MAP
C-01A	KEY MAP 1
C-01B	KEY MAP 2
C-02	WATER MAIN - S CUMBERLAND AVE TO KISSIMMEE AVE STA 0+00 TO STA 4+20
C-02A	SANITARY SEWER - S CUMBERLAND AVE TO KISSIMMEE AVE STA 0+00 TO STA 4+20
C-03	WATER MAIN - S CUMBERLAND AVE TO S BLUFORD AVE STA 4+20 TO STA 7+50
C-03A	SANITARY SEWER - S CUMBERLAND AVE TO S BLUFORD AVE STA 4+20 TO STA 7+50
C-04	WATER MAIN - GW FLORAL ST TO STREET TO W MCKEY STREET STA 0+00 TO STA 4+40
C-04A	SANITARY SEWER - GW FLORAL ST TO STREET TO W MCKEY STREET STA 0+00 TO STA 4+50
C-05	WATER MAIN - W MCKEY STREET TO W OAKLAND AVE STA 4+40 TO STA 9+00
C-06A	SANITARY SEWER - INTERSECTION OF SILLS ALLEY AND S CUMBERLAND AVE STA 0+00 TO STA 4+20
C-07	WATER MAIN - INTERSECTION OF SILLS ALLEY AND S CUMBERLAND AVE STA 3+50 TO STA 6+00
C-07A	SANITARY SEWER - INTERSECTION OF SILLS ALLEY AND S CUMBERLAND AVE STA 4+20 TO STA 6+00
STANDARD DETAILS	
CD-01	CITY STANDARD DETAILS - SHEET 1
CD-02	CITY STANDARD DETAILS - SHEET 2
CD-03	CITY STANDARD DETAILS - SHEET 3
CD-04	CITY STANDARD DETAILS - SHEET 4
CD-05	CITY STANDARD DETAILS - SHEET 5
CD-06	CITY STANDARD DETAILS - SHEET 6
CD-07	CITY STANDARD DETAILS - SHEET 7
CD-08	CITY STANDARD DETAILS - SHEET 8
CD-09	CITY STANDARD DETAILS - SHEET 9
CD-10	CONFLICT DETAILS

File: C:\USERS\HPD\ACCD\GCS\HAZEN AND SAWYER\41194-001_FLORAL ST SEWER PROJECT\PROJECT FILES\GENERAL\G-02 Saved by HP Save date: 4/11/2023 11:01 a. m.
PLOT DATE: 8/4/2023 11:23 a. m., BY: HP

GENERAL NOTES:

1. THE HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO THE FLORIDA STATE PLANTE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD 83/11), ZONE 901, FLORIDA EAST. HORIZONTAL CONTROL WAS ESTABLISHED USING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) FLORIDA PERMANENT REFERENCE SYSTEM (FRPN), A REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS).
2. VERTICAL INFORMATION SHOWN HEREON REFERS TO FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARKS IDENTIFICATION NUMBER 44524, DESIGNATED 7502L014 BEING A PK NAIL WITH A 1.5" WASHER STAMPED "DSPNC 7502L014" IN A 5' SIDEWALK HAVING AN ELEVATION OF 121.66' AND IDENTIFICATION NUMBER 846403, DESIGNATED 7502L015 BEING A PK NAIL WITH 1.5" WASHER STAMPED "D59NC 7502L015" IN CONCRETE HAVING AN ELEVATION OF 117.56'. ALL SET CONTROL WAS ELEVATED BY COMPLETING A CLOSED LOOP BENCH RUN FROM THE ABOVEMENTIONED PRIMARY VERTICAL CONTROL POINTS.
3. ALL MATERIAL USED IN THE CONSTRUCTION OF THIS PROJECT SHALL BE NEW AND IN ACCORDANCE WITH THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL AML, DETAILS AND APPLICABLE FDEP REGULATIONS. WHERE REFRENCED STANDARDS CONFLICT, THE MORE STRINGENT STANDARDS SHALL APPLY.
4. CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL" 811 A MINIMUM OF 2-DAYS AND A MAXIMUM OF 5-DAYS PRIOR TO START CONSTRUCTION.
5. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION. EFFORTS WERE MADE TO INDICATE CONFLICTS BUT SHALL NOT BE LIMITED TO CONFLICTS SHOWN ON THE PLANS. IF DISCREPANCIES ARE DISCOVERED IN THE FIELD, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE.
6. CONTRACTOR SHALL PROVIDE TEMPORARY SANITATION FACILITIES FOR CONSTRUCTION PERSONNEL'S USE AND PAY ALL FEES FOR RENT, PUMP OUT, AND MAINTENANCE OF THE UNITS. UNAPPROVED DUMPING OF WASTE INTO EXISTING SANITARY LINES IS NOT ALLOWED.
7. CONTRACTOR SHALL SECURE THE STAGING AREA SITE FROM THE PUBLIC THROUGHOUT THE DURATION OF THE CONSTRUCTION CONTRACT TO PREVENT THEFT AND PROTECT PUBLIC FROM ACTIVE WORK AREAS. OPEN TRENCHES AND EXCAVATIONS SHALL BE FILLED IN EACH DAY OR OTHERWISE PROPERLY TAPED OFF WITH WARNING SIGNS POSTED TO PROMOTE PUBLIC SAFETY.
8. CONTRACTOR SHALL VERIFY IN THE FIELD THE LOCATION AND ELEVATION OF ALL EXISTING UTILITY CONNECTION POINT(S) PRIOR TO STARTING CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE OF ANY DISCREPANCIES FOUND.
9. CONTRACTOR TO ENSURE CONTINUOUS UTILITY SERVICES DURING CONSTRUCTION OF PROPOSED UTILITY. ANY INTENTIONAL SERVICE INTERRUPTION SHALL BE COORDINATED WITH AND APPROVED BY THE AFFECTED UTILITY.
10. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT EXISTING AND NEWLY CONSTRUCTED UTILITIES DURING CONSTRUCTION. SHOULD ANY UTILITY LINE OR COMPONENT BECOME DAMAGED OR REQUIRE RELOCATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AFFECTED UTILITY COMPANY AND THE CITY CONSTRUCTION REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES CAUSED DURING HIS OPERATIONS WITH NO ADDITIONAL COMPENSATION.
11. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT EXISTING STRUCTURES WITHIN THE CITY RIGHT-OF-WAYS DURING CONSTRUCTION. STRUCTURES SHOWN ON THE PLANS TO BE REMOVED AND REPLACED SHALL BE RESTORED TO THE GREATER OF THE EQUIVALENT PRE-CONSTRUCTION CONDITION OR CURRENT CITY SPECIFICATIONS. STRUCTURES DAMAGED BY CONSTRUCTION THAT ARE NOT SHOWN ON THE PLANS TO BE REMOVED AND REPLACED SHALL BE REPAIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION.
12. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THE CONSTRUCTION OPERATION. UNSUITABLE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. WHERE CONFLICTS EXIST BETWEEN REQUIREMENTS, THE MOST STRINGENT SHALL APPLY.
13. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY AND THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY. CONTRACTOR IS RESPONSIBLE FOR ANY SPECIAL PRECAUTIONS THAT MAY BE REQUIRED IN THE VICINITY OF POWER LINES AND OTHER UTILITIES.
14. CONTRACTOR IS RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN EFFECTIVE BARRICADES, DANGER SIGNALS, SIGNS AND PEDESTRIAN DETOURS IN ALL AREAS WHERE REQUIRED FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC.
15. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN (INCLUDING FDOT INDEX NUMBERS) FOR BOTH VEHICULAR AND PEDESTRIAN TRAFFIC FOR REVIEW PRIOR TO BEGINNING CONSTRUCTION. FOR ANY PORTION OF THE MAINTENANCE OF TRAFFIC PLAN THAT DEVIATES FROM THE FDOT STANDARD INDEX, THE CONTRACTOR SHALL SUBMIT A PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.
16. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEANS TO ELIMINATE THE TRANSPORT OF DUST FROM THE PROJECT SITE. SPECIAL MEASURES, SUCH AS PERIODICALLY APPLYING WATER TO THE WORK SITE TO PREVENT DUST SHALL BE INCORPORATED INTO THE CONTRACTORS WORK PLAN. THE CONTRACTOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1.
17. ALL SECTION CORNERS OR PROPERTY CORNERS DISLOCATED OR DISTURBED BY THE CONSTRUCTION ACTIVITIES SHALL BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR EXPENSE.
18. UNLESS OTHERWISE NOTED ON THE PLANS, FINAL GRADE SHALL GENERALLY BE THE SAME AS EXISTING GRADE.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING OF ALL MAINS IN ACCORDANCE WITH CURRENT STANDARDS OF LOCAL JURISDICTION. CONTRACTOR SHALL NOTIFY THE CITY CONSTRUCTION REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF PERFORMING TESTS.
20. CONTRACTOR SHALL MAINTAIN AS-BUILT INFORMATION ON A REGULAR BASIS DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY AS-BUILT DRAWINGS IN ACCORDANCE WITH SECTION 3.01.05 OF THE CITY OF OCOEE ESM UPON COMPLETION OF THE WORK. (SEE CONTRACT DOCUMENTS).
21. ALL POTABLE AND FIRE SYSTEM COMPONENTS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THESE SYSTEMS.
22. UNLESS OTHERWISE SHOWN, ALL PIPE SHALL BE INSTALLED VIA OPEN CUT CONSTRUCTION.

23. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE CITY OCOEE UTILITY INSPECTOR AT (407) 666-5209 AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. CONTRACTOR TO COORDINATE WITH INDIVIDUAL UTILITY OWNERS FOR RELOCATION, SUPPORT OF POLES, ETC. THAT ARE NECESSARY FOR CONSTRUCTING THE PROJECT AS SHOWN IN THE PLANS.
24. THE CONTRACTOR SHALL COORDINATE WITH CITY OF OCOEE AND OBTAIN APPROVAL BEFORE BEGINNING ANY LANE CLOSING OPERATIONS.
25. CITY ROADS TO BE OPEN CUT SHALL BE TEMPORARILY RESTORED UTILIZING DETAILS IN THIS PLAN SET. FOR FINAL RESTORATION OF CITY ROADS, CONTRACTOR SHALL UTILIZE DETAIL PW002. ALL PAVEMENT MARKINGS SHALL BE REPLACED IN LIKE KIND AND WITH MATERIALS IN ACCORDANCE WITH CITY SPECIFICATIONS, LATEST EDITION.
26. A PRECONSTRUCTION MEETING SHALL TAKE PLACE WITH CITY OF OCOEE STAFF, ENGINEER, UTILITY COMPANIES, AND CONTRACTOR BEFORE THE START OF CONSTRUCTION.
27. WATER AND WASTEWATER SYSTEMS SHALL NOT BE PLACED IN SERVICE (FOR TEMPORARY OR PERMANENT USE) UNTIL ALL TESTING AND INSPECTIONS HAVE BEEN COMPLETED. TEST REPORTS AND AS-BUILTS FOR THOSE SYSTEMS COMPLETED SHALL BE SUBMITTED AND CLEARANCE OBTAINED FROM APPLICABLE UTILITIES AND PERMITTING AGENCIES BEFORE ANY SUCH USE.
28. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED. DRAINAGE STRUCTURES THAT HAVE NOT BEEN CALLED OUT TO BE REPLACED AND ARE DISTURBED BY THE CONSTRUCTION ACTIVITY SHALL BE REPLACED BY THE CONTRACTOR AT HIS SOLE EXPENSE.
29. ALL PIPING MATERIALS AND ANY MATERIALS THAT WILL BE IN DIRECT CONTACT WITH DRINKING WATER MUST CONFORM TO APPLICABLE AWWA AND NSF REQUIREMENTS.
30. ALL MATERIALS SHALL BE IN COMPLIANCE WITH CITY OF OCOEE STANDARDS.
31. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.
32. IN CASE OF EMERGENCY, CONTACT THE CITY OF OCOEE UTILITIES ADMINISTRATION AT (497) 905-3159 DURING BUSINESS HOURS OR THE CITY OF OCOEE EMERGENCY DISPATCH AT (407) 428-5766 AFTER BUSINESS HOURS.

REPLACEMENT OF WATER MAINS:

1. REPLACE NEW WATER MAINS WITHIN THE PROJECT LIMITS AS SHOWN ON DRAWINGS PARALLEL TO EXISTING MAINS AND AT APPROXIMATELY SAME DEPTH (36") WITH DUCTILE IRON AS NOTED IN SPECIFICATIONS.
2. INSTALL NEW HYDRANTS IN VICINITY OF EXISTING HYDRANTS AND INSTALL NEW ISOLATION VALVES ON THE NEW WATER MAINS AS NOTED.
3. PRESSURE TEST AND DISINFECT EACH SECTION OF NEW WATER MAIN BETWEEN ISOLATION VALVES AND OBTAIN CLEARANCE FROM FDEP PRIOR TO MAKING CONNECTIONS TO CUSTOMERS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL BACTERIOLOGICAL TESTING PER FDEP REQUIREMENTS AND THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL SCHEDULE A CERTIFIED WATER LAB TO PULL BACTERIOLOGICAL SAMPLES NO MORE THAN 24 HOURS AFTER DISINFECTING WATER MAINS.
5. NOTIFY EACH CUSTOMER AT LEAST 48 HOURS BEFORE DISCONNECTING WATER SERVICE FOR THE REPLACEMENT OF EXISTING POTABLE WATER FEED. NOTIFICATION SHOULD BE MADE BY DOOR HANGERS WITH WORDING APPROVED BY THE CITY AND PROVIDE DATE AND TIME PERIOD THAT CAN BE EXPECTED FOR THE INTERRUPTION OF SERVICE.
6. AFTER ALL CUSTOMERS HAVE BEEN TRANSFERRED TO THE NEW WATER MAIN, CUT AND PLUG THE CONNECTIONS TO THE EXISTING WATER MAIN AT THE TIE-IN POINT TO THE DISTRIBUTION SYSTEM BEFORE REMOVING EXISTING MAINS.
7. CONNECTION TO NEW WATER MAINS SHALL INCLUDE SERVICE SADDLES, 1" CORP STOP, 1" POLY TUBING, 1" ANGLED CURB STOPS AND NEW METER BOXES.
8. ALL NEW WATER MAINS REQUIRE A FULL DIAMETER FLUSH WITNESSED BY THE CITY OF OCOEE UTILITY INSPECTOR. PRELIMINARY PRESSURE TESTING IS REQUIRED PRIOR TO SCHEDULING ANY FORMAL TESTING WITH THE CITY'S UTILITY INSPECTOR.
9. CONTRACTOR SHALL CONTACT THE CITY OF OCOEE UTILITY INSPECTOR AT LEAST 48 HOURS PRIOR TO ALL PRESSURE TESTS AND DISINFECTION OF WATER MAINS.
10. ALL JOINTS OF WATER/SEWER MAINS WITHIN 10' OF UTILITY POLES SHALL BE RESTRAINED.
11. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTING AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500



HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



CITY OF OCOEE
UTILITIES DEPARTMENT

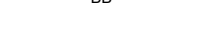
DOWNTOWN FLORAL STREET
SEWER PROJECT

GENERAL NOTES

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	G-02

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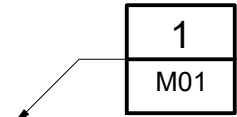
ABBREVIATIONS

PIPING		GENERAL						Legend	
CMP	CORRUGATED METAL PIPE	AC	AIR CONDITIONER	FE	FIRE EXTINGUISHER, OR FLOW ELEMENT	PS	PRESSURE SWITCH	CMP = Corrugated Metal Pipe CCR = Certified Corner Record CONC = Concrete TRAV = Traverse  = Air Conditioning Unit  = Benchmark  = Electric Junction Box  = Fiber Optic Marker  = Fire Hydrant  = Flat Grate Inlet  = Gas Line Marker  = Gas Meter  = Gas Valve  = Metal Light Pole  = Metal Traffic Signal Pole  = Parking Meter  = Sign  = Telephone Manhole  = Telephone Pullbox  = Telephone Riser  = Television Pullbox  = Television Riser  = Traffic Signal Panel  = Transformer  = Trashcan  = Water Meter  = Water Valve  = Bottom of Bank  = Top of Bank  = Gas Line Paint Marks  = Treeline  = Maple (Diameter in inches)  = Oak (Diameter in inches)  = Pine Tree (Diameter in inches)  = Reclaimed Water Line  = Buried Electric Line  = Monitoring Well  = Backflow Preventer	
DIP	DUCTILE IRON PIPE	ALUM	ALUMINUM	FIN	FINISH	POT	POTABLE		
PVC	POLYVINYLCHLORIDE	AB	ANCHOR BOLT	FL	FLOOR	PL	PROPERTY LINE		
<u>VALVES, FITTINGS, ETC.</u>		ANG	ANGLE	FTG	FOOTING	RADR	RADIUS		
		APPROX	APPROXIMATE	FF	FINISHED FLOOR	RED	REDUCER		
		ARCH	ARCHITECTURAL	FR	FRAME	REINF	REINFORCING		
		ASPH	ASPHALT	GALV	GALVANIZED	REQD	REQUIRED		
		BOL	BOLLARD	GR	GRADE	RW	RECLAIMED WATER		
		BOTT	BOTTOM	HP	HIGH POINT	SECT	SECTION		
		BLDG	BUILDING	H	HIGH	SHT	SHEET		
		CBS	CONCRETE BLOCK & STUCCO	HORIZ	HORIZONTAL	SPEC	SPECIFICATION		
		CJ	CONSTRUCTION JOINT	ID	INSIDE DIAMETER	SQ	SQUARE		
		CLP	CONCRETE LIGHT POLE	INSUL	INSULATION	SS	STAINLESS STEEL		
ARV	AIR RELIEF VALVE	CL	CENTER LINE	INT	INTERIOR	STL	STEEL		
AVV	AIR VACUUM VALVE	CC	CENTER TO CENTER	IPS	IRON PIPE SIZE	STRUC	STRUCTURAL		
BV	BALL VALVE	CHKD	CHECKERED	ISO	ISOLATION	S	SOUTH		
BFV	BUTTERFLY VALVE	COL	COLUMN	INV	INVERT	SWK	SIDEWALK		
CV	CHECK VALVE	CONC	CONCRETE	JB	JUNCTION BOX	T	TOP		
CPLG	COUPLING	CONT	CONTINUOUS	JT	JOINT	TB	TOP OF BERM		
FH	FIRE HYDRANT	CONTR	CONTRACTOR	LG	LONG	TBD	TO BE DETERMINED		
FTG	FITTING	CP	CORROSION PROTECTION	LN	LINE	TEMP	TEMPORARY		
FLG	FLANGE	DET	DETAIL	LP	LOW POINT	THK	THICK		
GV	GATE VALVE	DIA	DIAMETER	MH	MANHOLE	TI	TEMPERATURE INDICATOR		
HB	HOSE BIB	DIM	DIMENSION	MANUF	MANUFACTURER	TM	TRANSMISSION MAIN		
ISV	ISOLATION VALVE	DN	DOWN	MO	MASONRY OPENING	TO	THROUGHOUT		
LR	LONG RADIUS	DWG	DRAWING	MAX	MAXIMUM	TOC	TOP OF CONCRETE		
MJ	MECHANICAL JOINT	D	DRAIN	MECH	MECHANICAL	TOS	TOP OF SLAB		
NPT	NATIONAL PIPE THREAD	DW	DRIVEWAY	MIN	MINIMUM	TYP	TYPICAL		
PRV	PRESSURE RELIEF VALVE	EA	EACH	MOV	MOTOR OPERATED VALVE	T.O.B.	TOP OF BANK		
PV	PLUG VALVE	E	EAST	MISC	MISCELLANEOUS	TOE	TOE OF BERM		
SOV	SOLENOID OPERATED VALVE	EB	EXPANSION BOLT	N	NORTH	T.O.P.	TOP OF PIPE		
THD	THREADED	EJ	EXPANSION JOINT	NIC	NOT IN CONTRACT	TRANS	TRANSFORMER		
		EM	ELECTRICAL METER	NTS	NOT TO SCALE	UG	UNDERGROUND		
		EOP	EDGE OF PAVEMENT	NO	NUMBER	UGE	UNDERGROUND ELECTRIC		
		EF	EACH FACE	OHW	OVERHEAD WIRE	UNO	UNLESS NOTED OTHERWISE		
		EW	EACH WAY	OC	ON CENTER	VERT	VERTICAL		
		ECC	ECCENTRIC	OF	OUTSIDE FACE	WTR	WATER		
		ELEC	ELECTRIC	OPNG	OPENING	WL	WATER LEVEL		
		ELELEV	ELEVATION	OD	OUTSIDE DIAMETER	WWF	WELDED WIRE FABRIC		
		EQUIP	EQUIPMENT	PG	PAGE	W	WITH		
		EXIST	EXISTING			W	WEST		

DETAIL IDENTIFICATION

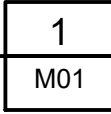
DETAIL IDENTIFICATION

(1) DETAIL CALL-OUT ON DRAWING C10



(2) ON DRAWING C11 THIS DETAIL IDENTIFIED AS:

DETAIL
1/2" = 1'-0"



* NOTE: IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACED BY A LINE.

				PROJECT ENGINEER: D. BIEBER
				DESIGNED BY: B. ABU DANABER
				DRAWN BY: C. LOMBANA
				CHECKED BY: M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE
REV	ISSUED FOR	DATE	BY	

DEREK W. BIEBER PE. No. 75500



HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



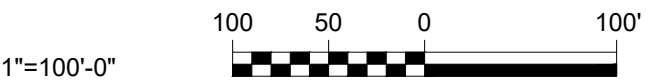
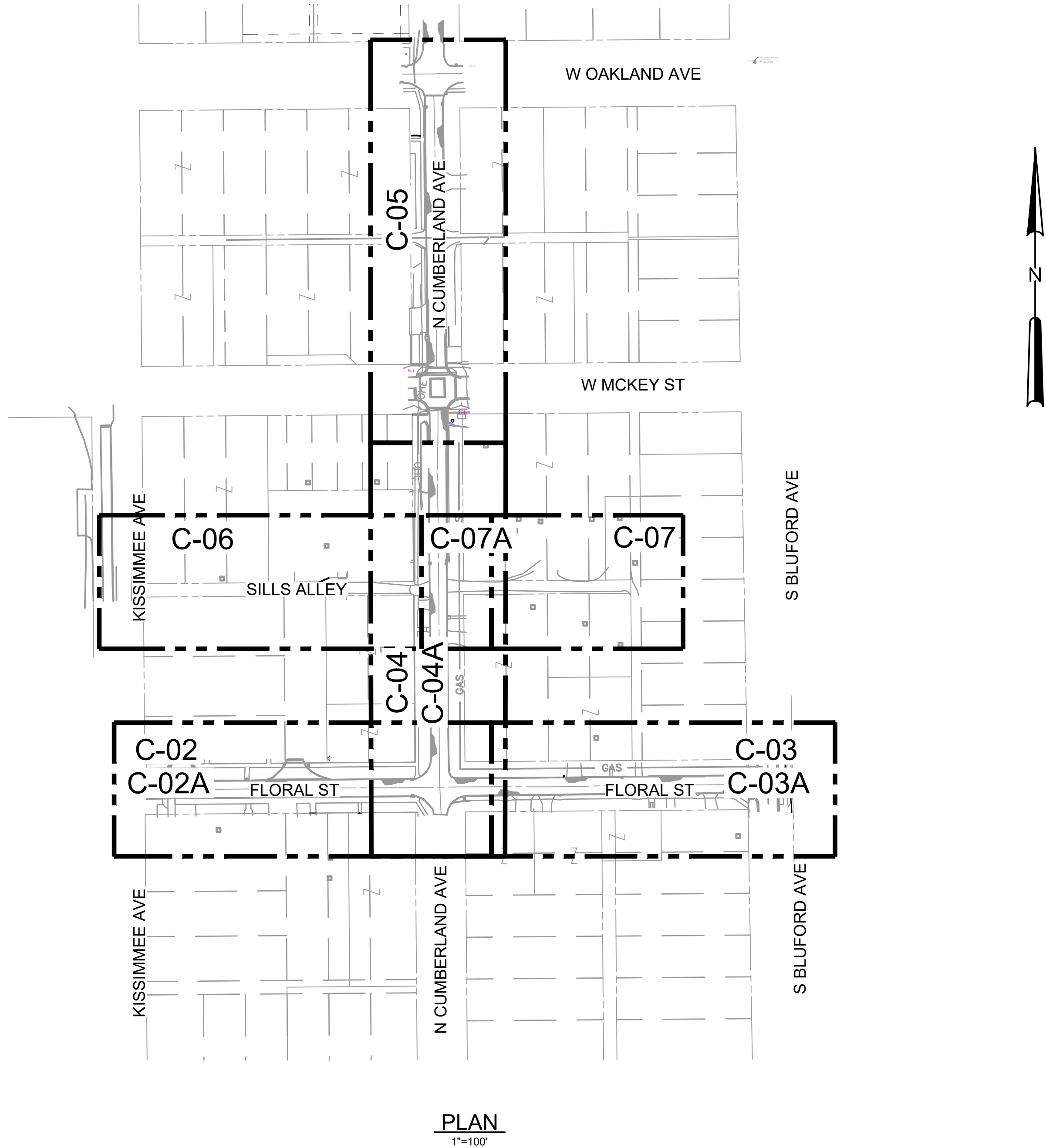
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

ABBREVIATIONS & SYMBOLS

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	G-03

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DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

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2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



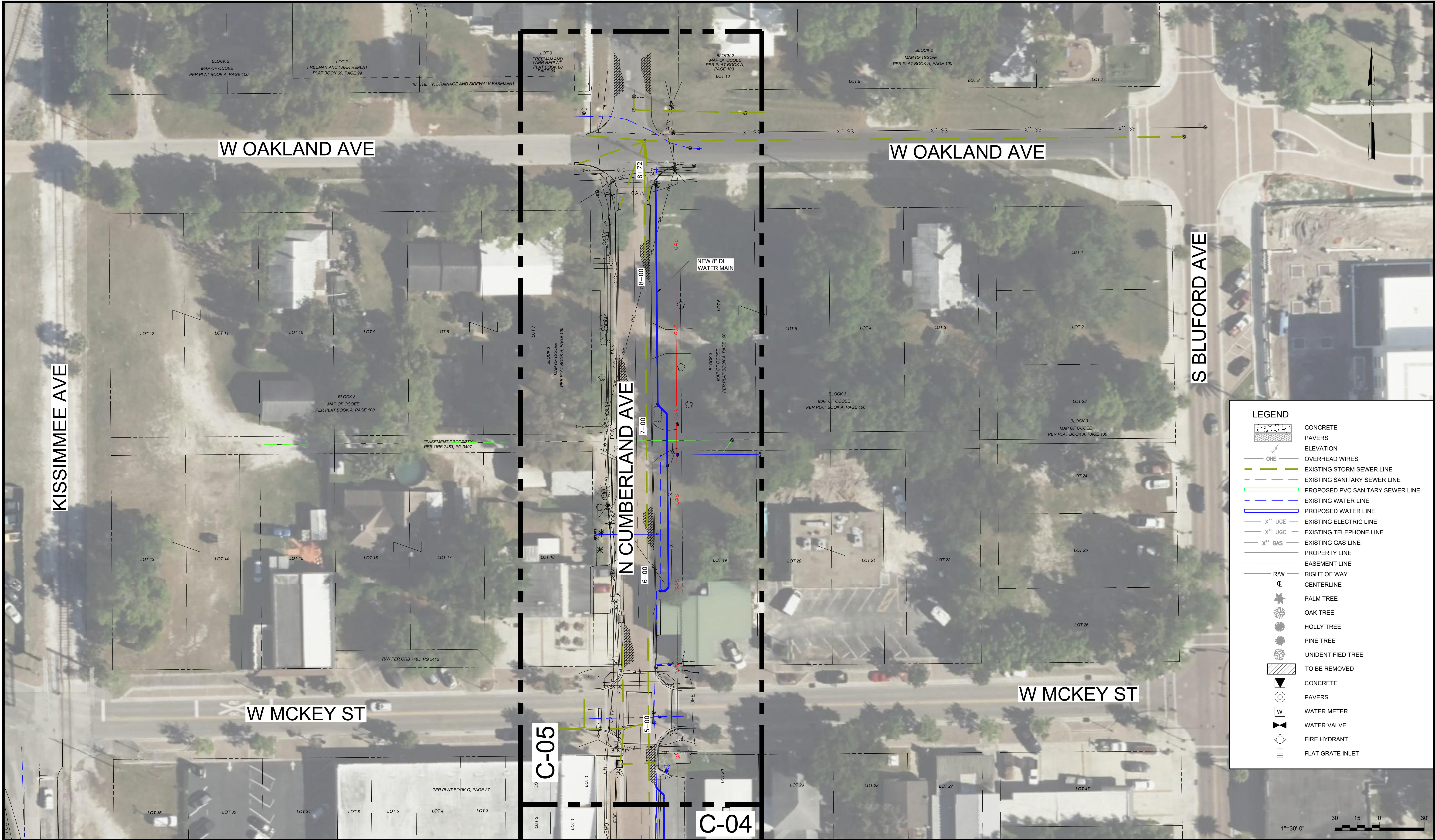
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

KEY MAP

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-01

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				DESIGNED BY: D. BIEBER
				DRAWN BY: C. LOMBANA
				CHECKED BY: M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE

DEREK W. BIEBER PE. No. 75500

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ORLANDO, FLORIDA 32814



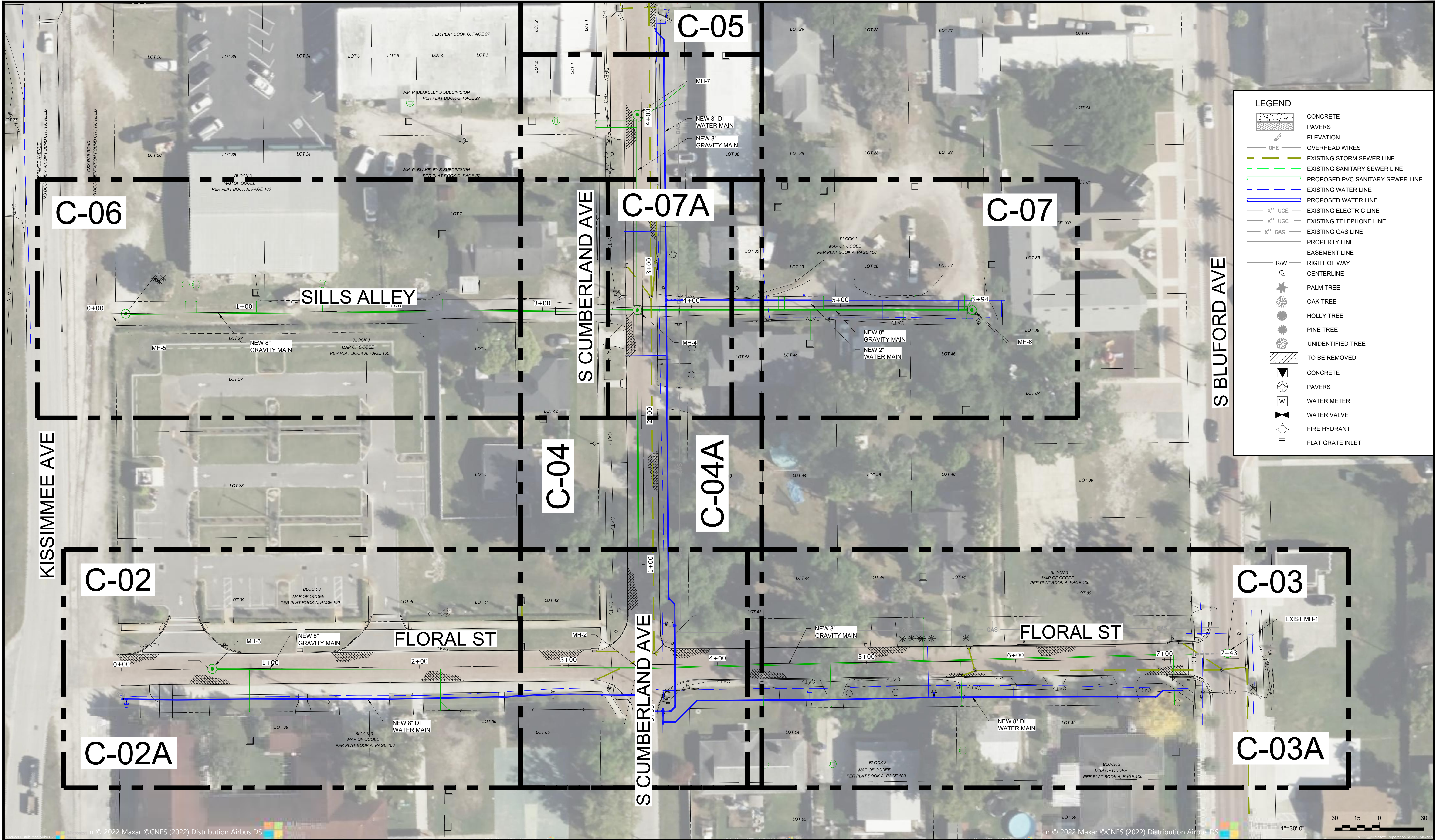
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

KEY MAP 1

DATE:	AUGUST 2023
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CONTRACT NO.:	1
DRAWING NUMBER:	C-01A

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				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500	
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Hazen

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ORLANDO, FLORIDA 32814



CITY OF OCOEE
UTILITIES DEPARTMENT

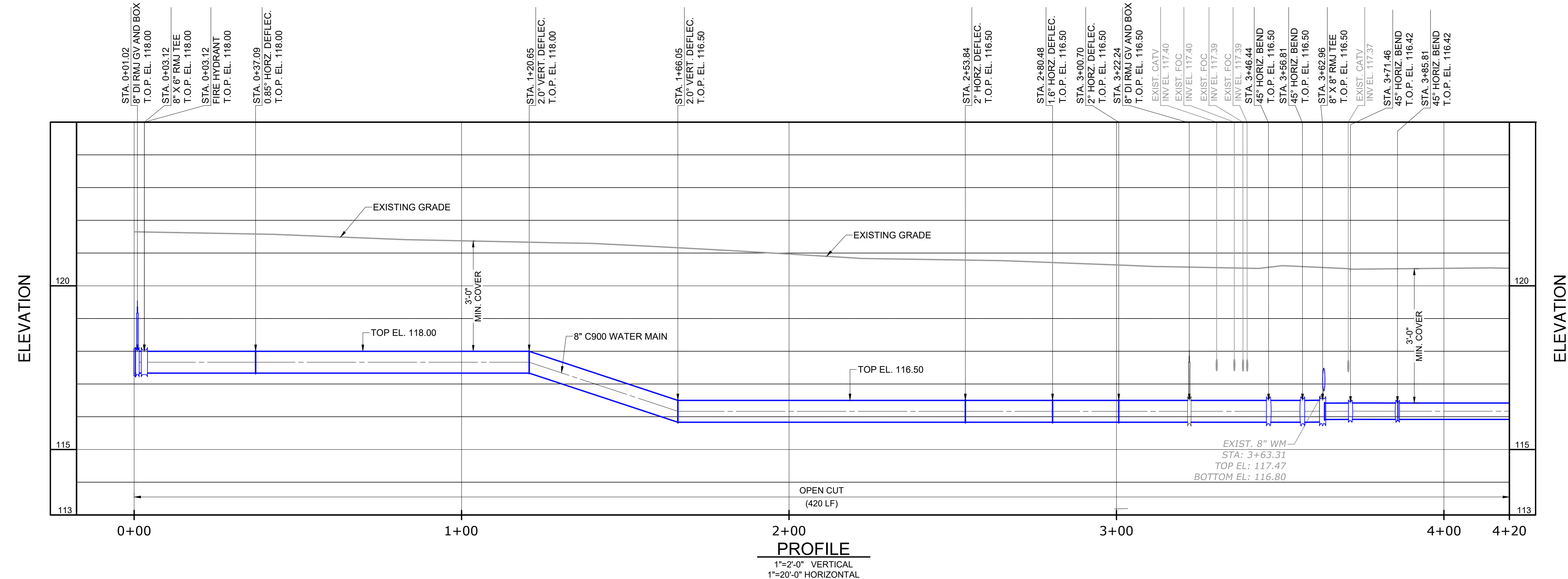
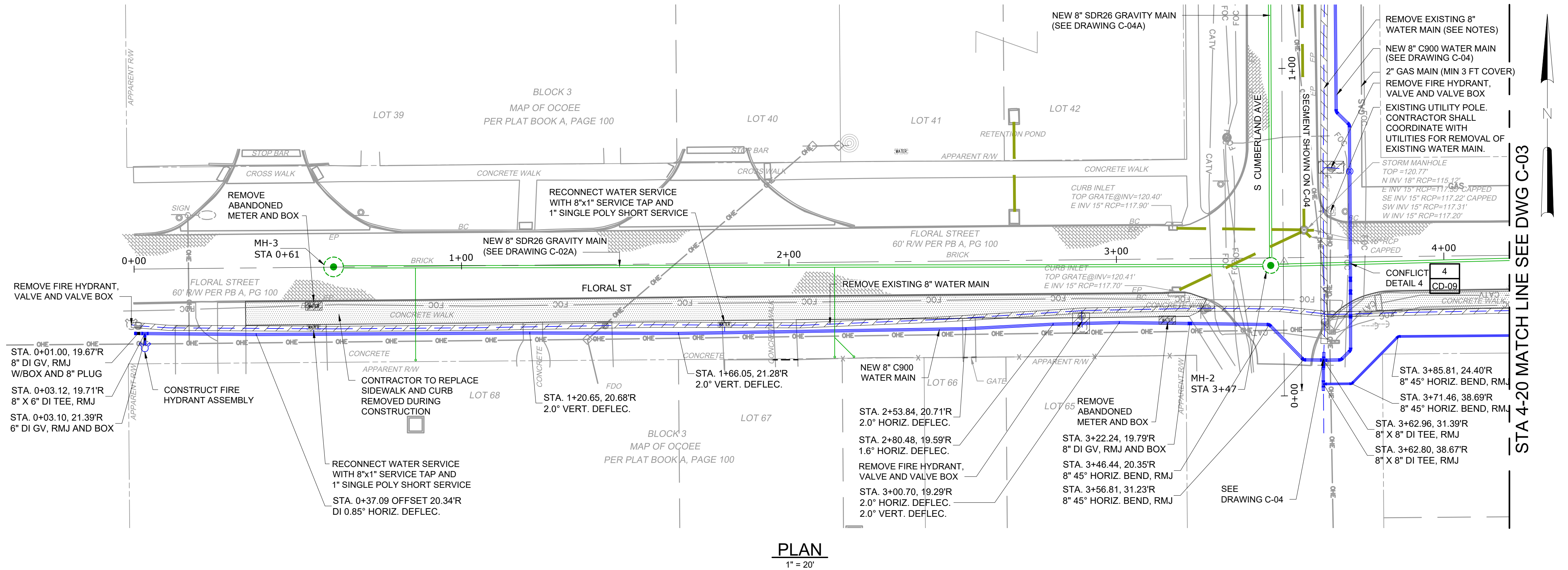
DOWNTOWN FLORAL STREET
SEWER PROJECT

KEY MAP 2

C-01B

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	

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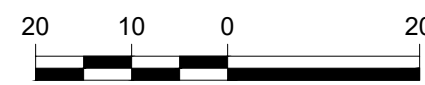
NOTES:

- LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
- STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
- ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
- DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY (03/15/2022)
- CONTRACTOR TO PROTECT EXISTING WATER MAIN DURING CONSTRUCTION OF NEW WATER MAIN AND PRIOR TO REMOVAL OF THE EXISTING WATER MAIN. CONTRACTOR SHALL PROTECT THE NEW WATER MAIN DURING REMOVAL OF EXISTING WATER MAIN.
- REMOVAL OF EXISTING WATER MAIN SHALL INCLUDE REMOVAL OF EXISTING VALVE BOXES.
- ALL FIRE HYDRANTS TO BE REMOVED FROM EXISTING WATER MAIN AND PROPERLY DISPOSED AND NEW HYDRANTS INSTALLED ON NEW WATER MAIN UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCOEE AS PART OF THE RIGHT-OF WAY PERMIT(S) FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
- CONTRACTOR TO CONSTRUCT TEMPORARY PAVING/CONCRETE REPAIR ONCE NEW MAINS ARE INSTALLED AND PRIOR TO EXISTING MAINS BEING REMOVED, UNTIL FINISHED PAVING CAN BE CONSTRUCTED.
- REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
- REMOVAL AND REPLACE BRICK PAVEMENT AND BASE FULL WIDTH OF PAVEMENT LENGTH OF NEW GRAVITY MAIN AND MANHOLES. REMOVAL LIMITS NOT SHOWN FOR CLARITY.
- AFTER RECEIVING WATER MAIN CLEARANCE FROM FDEP, CUSTOMERS ARE TO BE GIVEN 24 HOURS NOTICE TO SWITCH EXISTING CUSTOMER SERVICE LINES TO NEW WATER METERS.

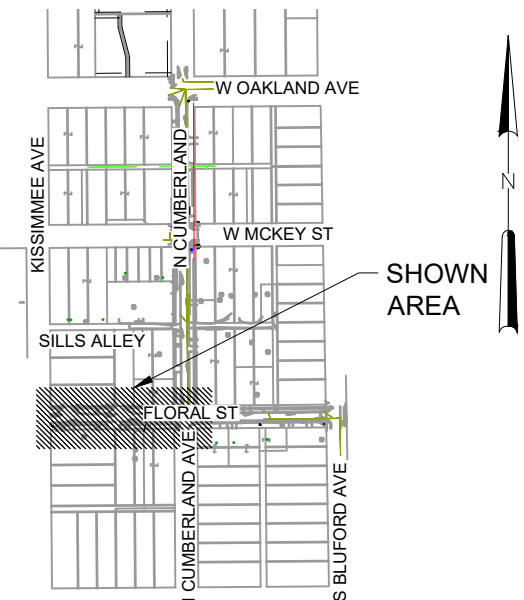
LEGEND

- CONCRETE
- PAVERS
- ELEVATION
- OVERHEAD WIRES
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- X" UGE
- EXISTING ELECTRIC LINE
- X" UGC
- EXISTING TELEPHONE LINE
- X" GAS
- EXISTING GAS LINE
- PROPERTY LINE
- EASEMENT LINE
- R/W
- CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT
- TO BE REMOVED

1"=20'-0"



KEY PLAN
NTS



Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

WATER MAIN
S CUMBERLAND AVE TO S KISSIMMEE AVE
STA 0+00 TO STA 4+20

DATE: AUGUST 2023

HAZEN NO.: 41154-001

CONTRACT NO.: 1

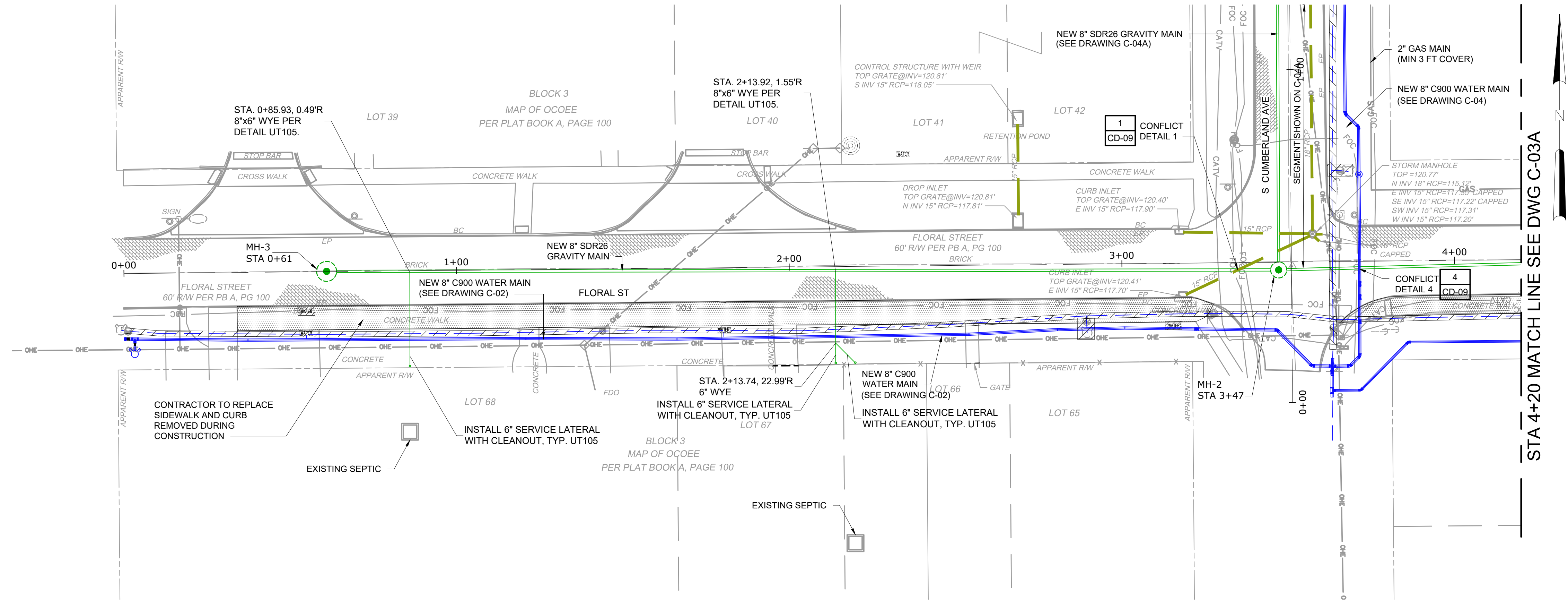
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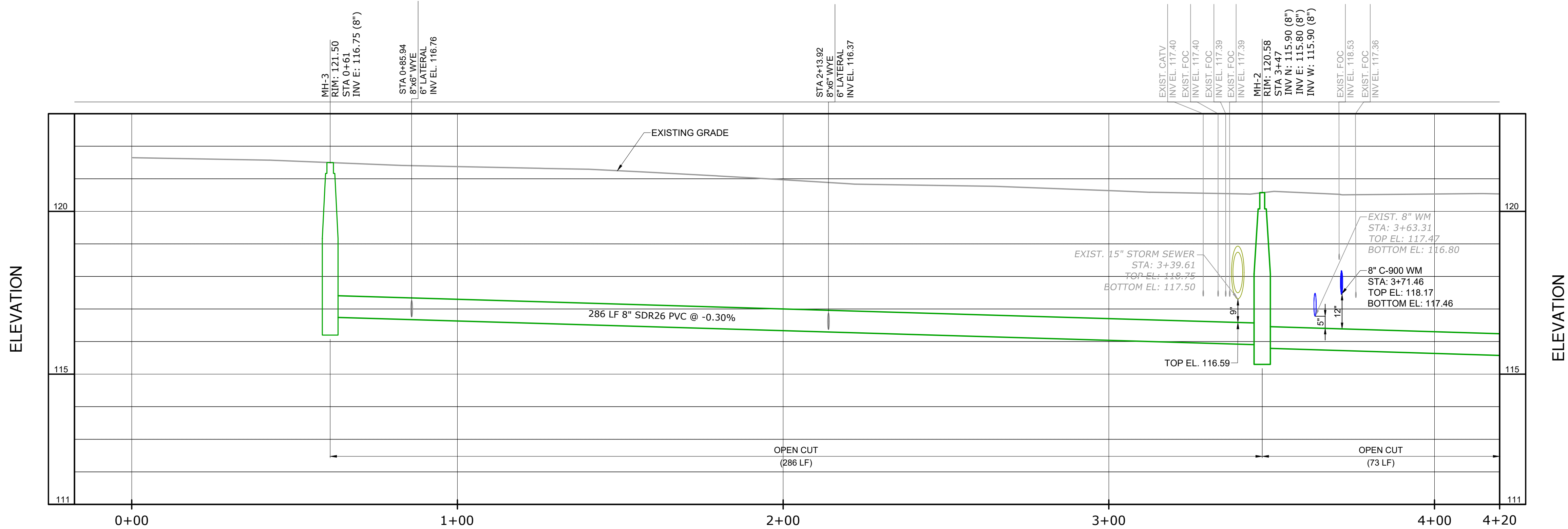
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				DESIGNED BY: D. BIEBER
				DRAWN BY: C. LOMBANA
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				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE
				0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

File: C:\USERS\HPD\ACCD\GCS\HAZEN AND SAWYER\41154-001_FLORAL ST SEWER PROJECT\PROJECT FILES\CIVIL\C-02A_Saved by HP Save Date: 8/4/2023 12:35 p. m.
PLOT DATE: 8/4/2023 12:48 p. m. BY: HP



PLAN
1" = 20'



PROFILE
1" = 2'-0" VERTICAL
1" = 20'-0" HORIZONTAL

NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
2. STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
4. DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY (03/15/2022)
5. CONTRACTOR TO PROTECT THE NEW WATER MAIN DURING CONSTRUCTION OF NEW GRAVITY MAIN.
6. CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCOEE AS PART OF THE RIGHT-OF WAY PERMIT(S) FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
7. CONTRACTOR TO CONSTRUCT TEMPORARY PAVING/CONCRETE REPAIR ONCE NEW MAINS ARE INSTALLED AND PRIOR TO EXISTING MAINS BEING REMOVED, UNTIL FINISHED PAVING CAN BE CONSTRUCTED.
8. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
9. REMOVE AND REPLACE BRICK PAVEMENT AND BASE FULL WIDTH OF PAVEMENT LENGTH OF NEW GRAVITY MAIN AND MANHOLES. REMOVAL LIMITS NOT SHOWN FOR CLARITY.
10. EXISTING SEPTIC TANK AND CLEANOUT LOCATIONS ARE APPROXIMATE.

LEGEND

- | | |
|--|---|
| | CONCRETE |
| | PAVERS |
| | ELEVATION |
| | OVERHEAD WIRES |
| | EXISTING STORM SEWER LINE |
| | EXISTING SANITARY SEWER LINE |
| | PROPOSED PVC SANITARY SEWER LINE |
| | EXISTING WATER LINE |
| | PROPOSED WATER LINE |
| | EXISTING ELECTRIC LINE |
| | EXISTING TELEPHONE LINE |
| | EXISTING GAS LINE |
| | PROPERTY LINE |
| | EASEMENT LINE |
| | R/W CENTERLINE |
| | PALM TREE |
| | OAK TREE |
| | HOLLY TREE |
| | PINE TREE |
| | UNIDENTIFIED TREE |
| | TO BE REMOVED |
| | CONCRETE SIDEWALK/ASPHALT TO BE REMOVED |

1"=20'-0"



REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



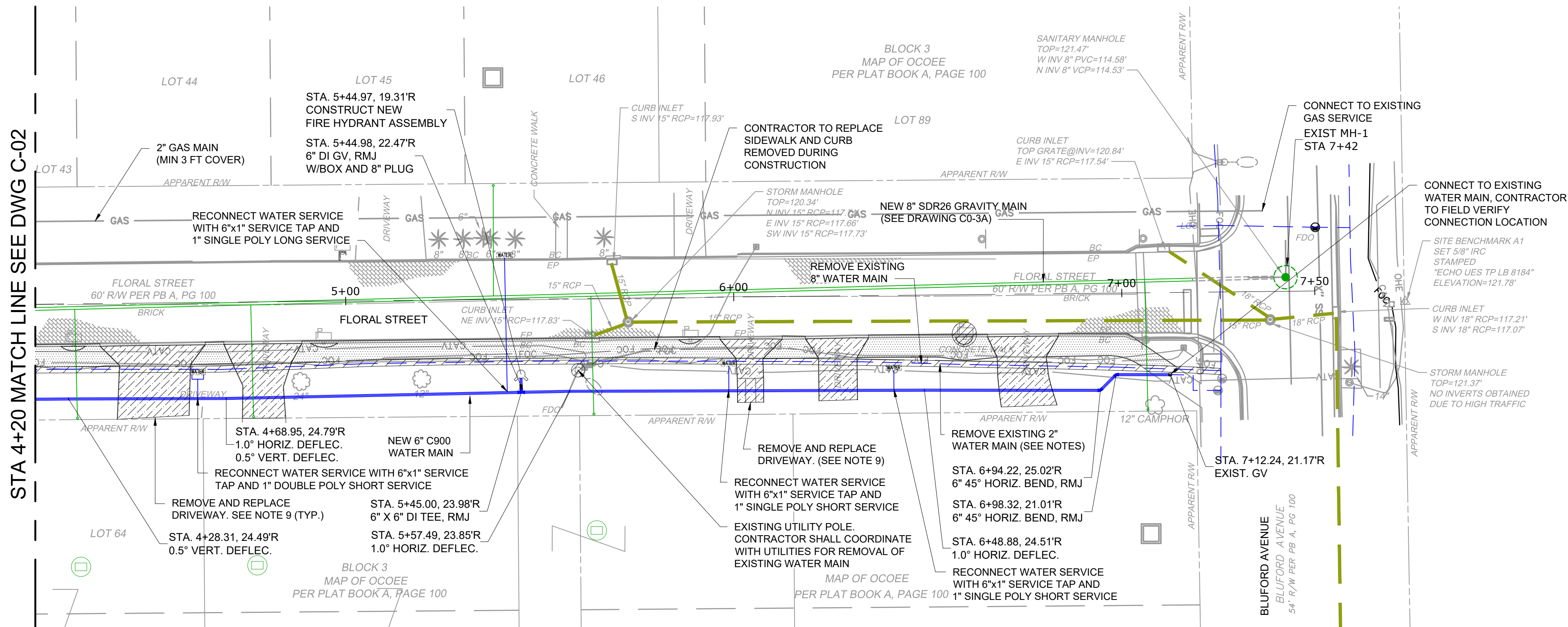
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

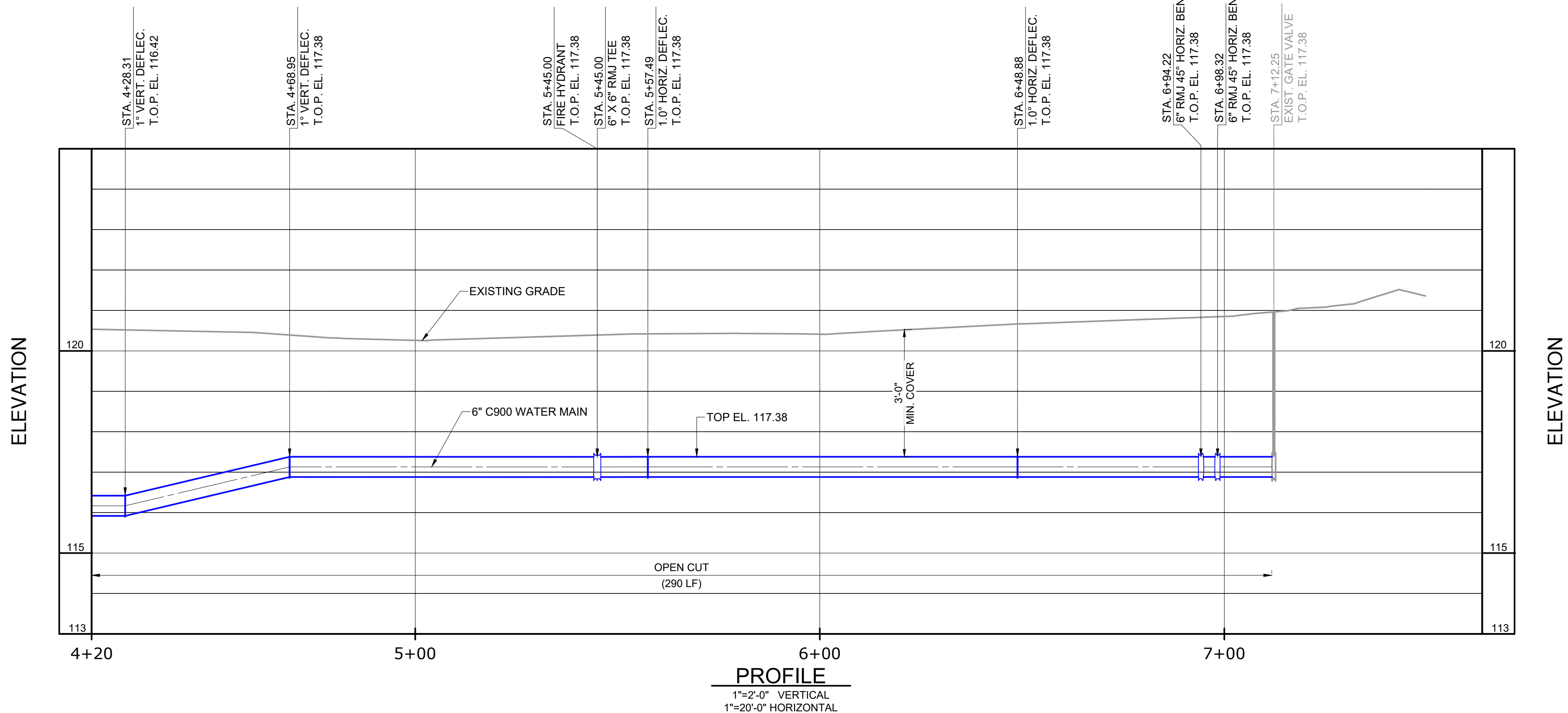
SANITARY SEWER
S CUMBERLAND AVE TO S KISSIMMEE AVE
STA 0+00 TO STA 4+20

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-02A

File: C:\USERS\HPD\ACCOG\SHAZEN AND SAWYER\41154-001_FLORAL ST SEWER PROJECT\PROJECT FILES\CIVIL\C-03 Saved by HP Save date: 8/4/2023 12:12 p. m.
PLOT DATE: 8/4/2023 12:49 p. m., BY: HP



PLAN
1" = 20'



PROFILE
1"=2'-0" VERTICAL
1"=20'-0" HORIZONTAL

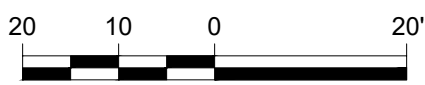
NOTES:

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- STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
- ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
- DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY (03/15/2022)
- CONTRACTOR TO PROTECT EXISTING WATER MAIN DURING CONSTRUCTION OF NEW WATER MAIN AND PRIOR TO REMOVAL OF THE EXISTING WATER MAIN. CONTRACTOR SHALL PROTECT THE NEW WATER MAIN DURING REMOVAL OF EXISTING WATER MAIN.
- REMOVAL OF EXISTING WATER MAIN SHALL INCLUDE REMOVAL OF EXISTING VALVE BOXES.
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- REMOVAL AND REPLACE BRICK PAVEMENT AND BASE FULL WIDTH OF PAVEMENT LENGTH OF NEW GRAVITY MAIN AND MANHOLES. REMOVAL LIMITS NOT SHOWN FOR CLARITY.
- AFTER RECEIVING WATER MAIN CLEARANCE FROM FDEP, CUSTOMERS ARE TO BE GIVEN 24 HOURS NOTICE TO SWITCH EXISTING CUSTOMER SERVICE LINES TO NEW WATER METERS.

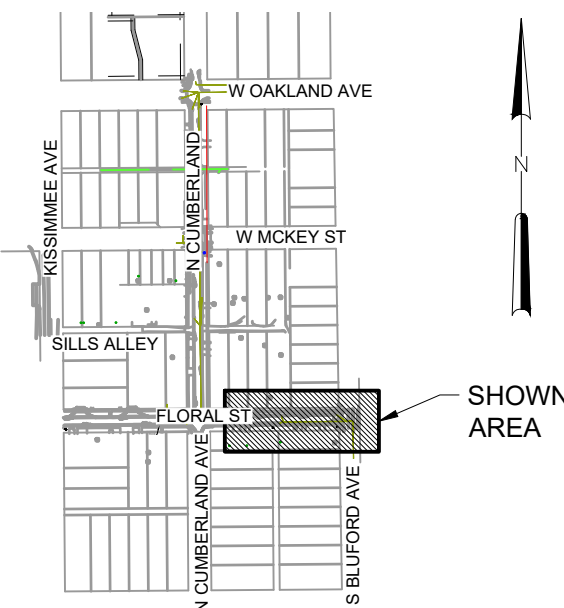
LEGEND

- CONCRETE
- PAVERS
- ELEVATION
- OHE
- OVERHEAD WIRES
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- X" UGE
- EXISTING ELECTRIC LINE
- X" UGC
- EXISTING TELEPHONE LINE
- X" GAS
- EXISTING GAS LINE
- PROPERTY LINE
- EASEMENT LINE
- R/W
- RIGHT OF WAY
- CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT
- TO BE REMOVED

1"=20'-0"



KEY PLAN
NTS



REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

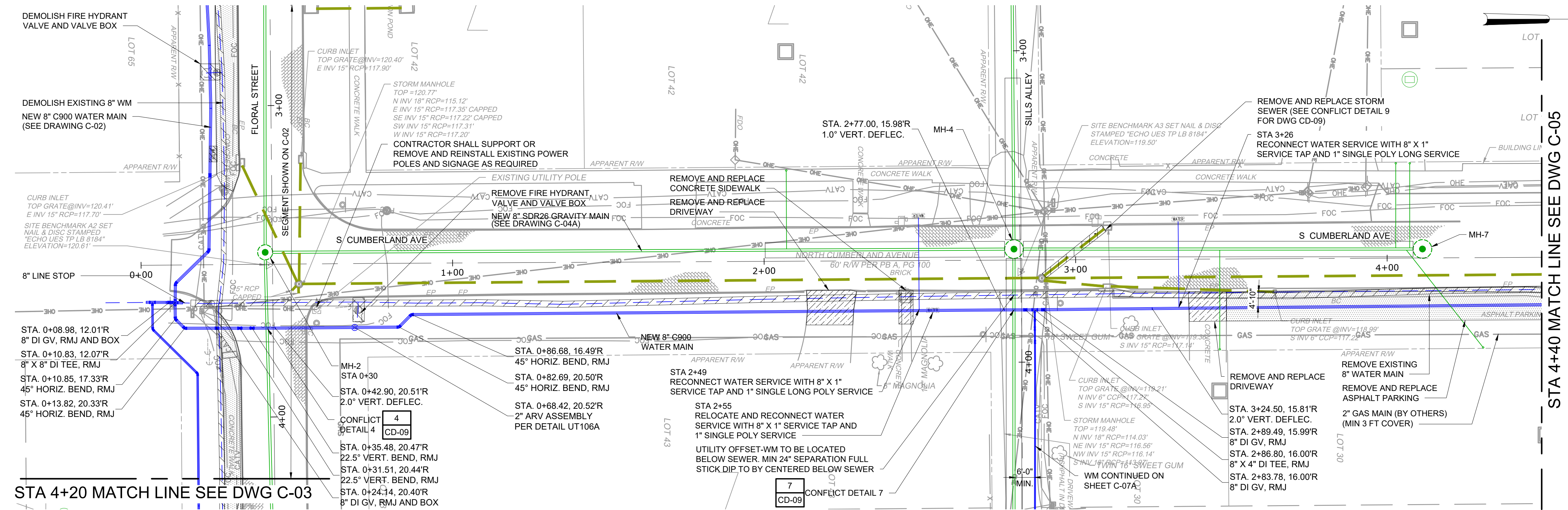
Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

CITY OF OCOEE
UTILITIES DEPARTMENT
DOWNTOWN FLORAL STREET
SEWER PROJECT

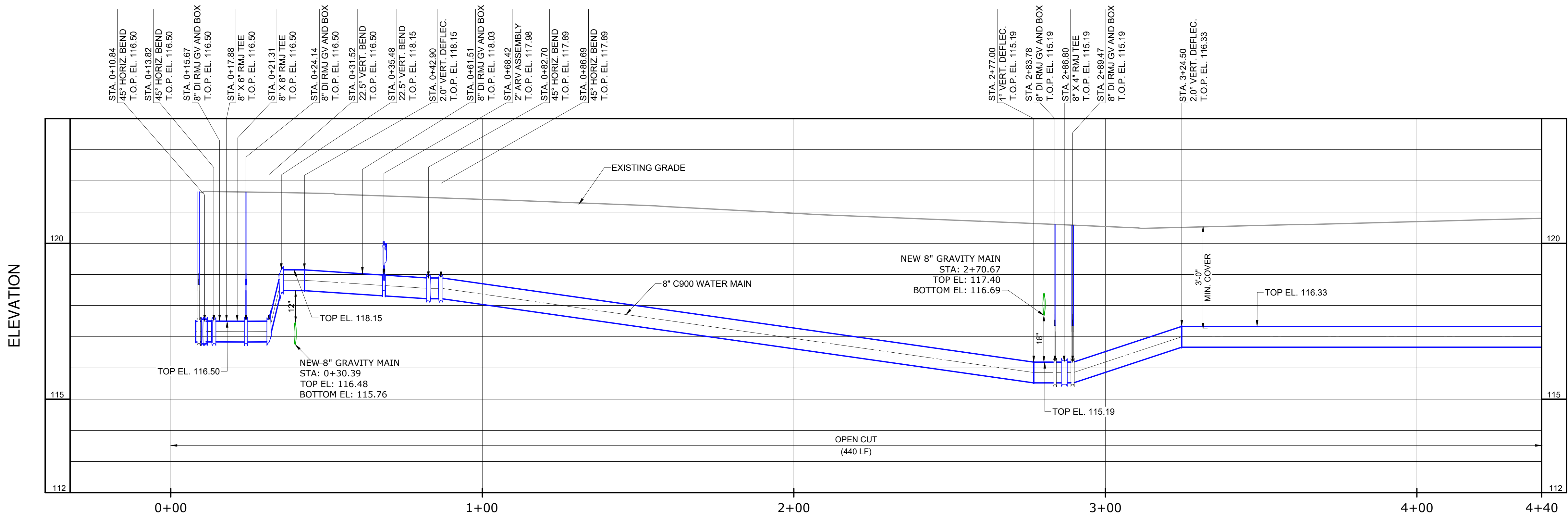
WATER MAIN
S CUMBERLAND AVE TO S BLUFORD AVE
STA 4+20 TO STA 7+50

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-03

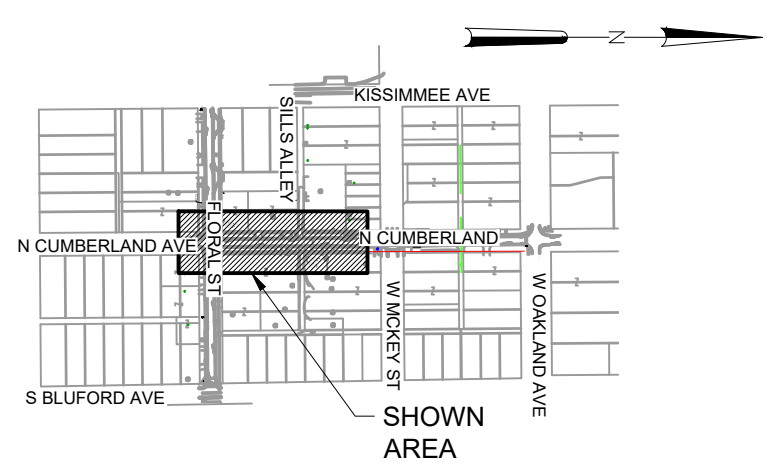
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PLOT DATE: 8/4/2023 12:51 p. m., BY: HP



PLAN
1" = 20'



PROFILE
1"=2'-0" VERTICAL
1"=20'-0" HORIZONTAL



KEY PLAN
NTS

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LEGEND

- CONCRETE
- PAVERS
- ELEVATION
- OHE OVERHEAD WIRES
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- X" UGE EXISTING ELECTRIC LINE
- X" UGC EXISTING TELEPHONE LINE
- X" GAS EXISTING GAS LINE
- PROPERTY LINE
- EASEMENT LINE
- R/W RIGHT OF WAY
- C CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT TO BE REMOVED

1"=20'-0"



REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



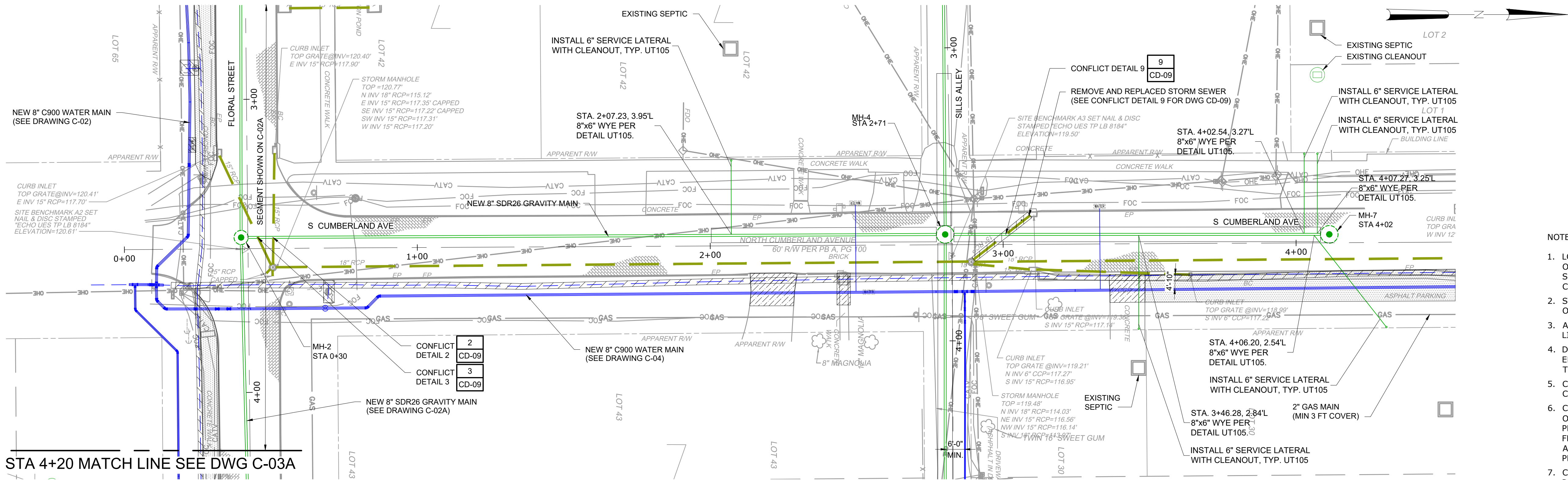
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

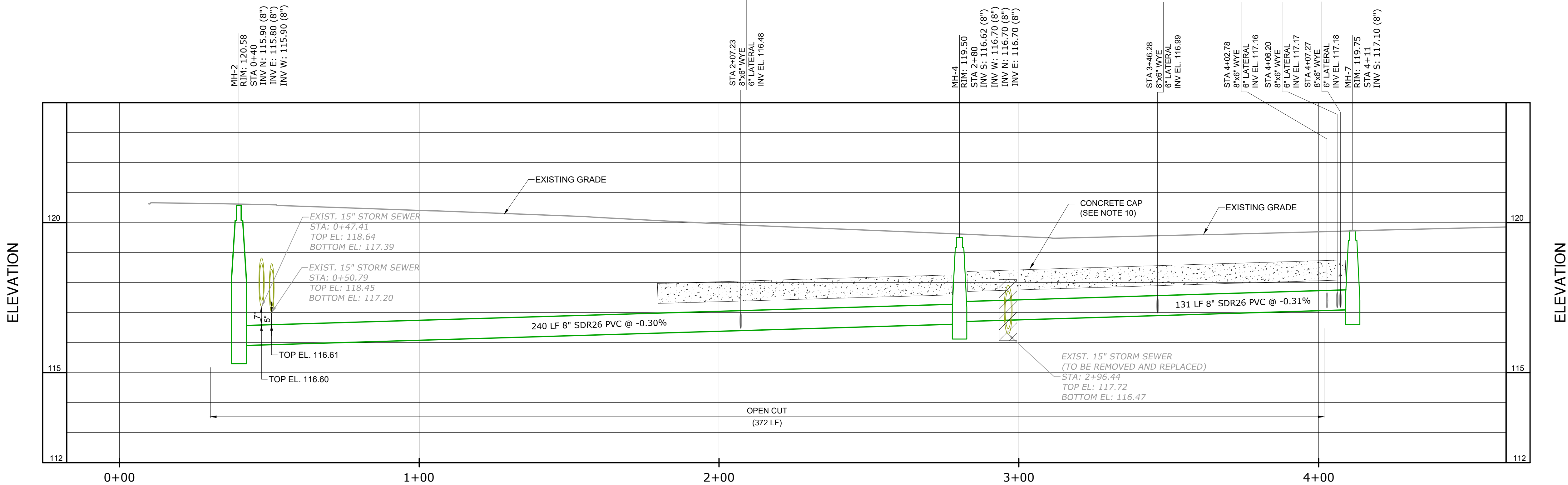
WATER MAIN
FROM FLORAL STREET TO W MCKEY STREET
STA 0+00 TO STA 4+50

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-04

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PLOT DATE: 8/4/2023 12:53 p. m. BY: HP



PLAN
1" = 20'



PROFILE
1"=2'-0" VERTICAL
1"=20'-0" HORIZONTAL

KEY PLAN
NTS

NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
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8. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
9. REMOVE AND REPLACE BRICK PAVEMENT AND BASE FULL WIDTH OF PAVEMENT LENGTH OF NEW GRAVITY MAIN AND MANHOLES. REMOVAL LIMITS NOT SHOWN FOR CLARITY.
10. ROAD BASE SHALL BE 18" THICKNESS LENGTH OF CONCRETE SLAB LIMITS.
11. EXISTING SEPTIC TANK AND CLEANOUT LOCATIONS ARE APPROXIMATE.

LEGEND

- CONCRETE
- PAVERS
- ELEVATION
- OHE OVERHEAD WIRES
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- X" UGE EXISTING ELECTRIC LINE
- X" UGC EXISTING TELEPHONE LINE
- X" GAS EXISTING GAS LINE
- PROPERTY LINE
- EASEMENT LINE
- R/W RIGHT OF WAY
- C CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT TO BE REMOVED

1"=20'-0"



				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1" 
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



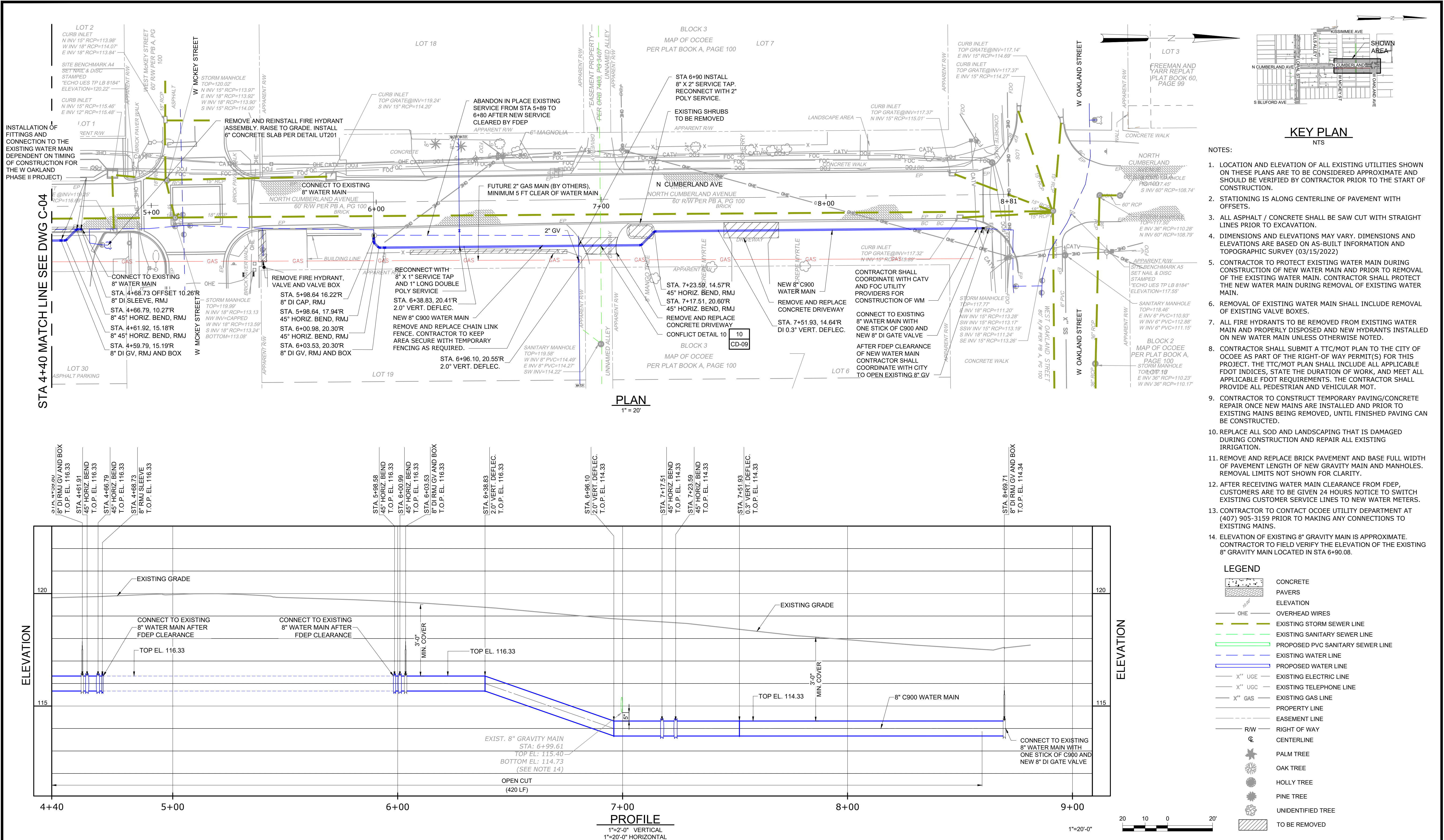
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

SANITARY SEWER
FROM FLORAL STREET TO W MCKEY STREET
STA 0+00 TO STA 4+50

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-04A

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PLOT DATE: 8/2/2023 12:54 p. m., BY: HP



REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	
0 1/2" 1"	

DEREK W. BIEBER PE. No. 75500	
-------------------------------	--

Hazen

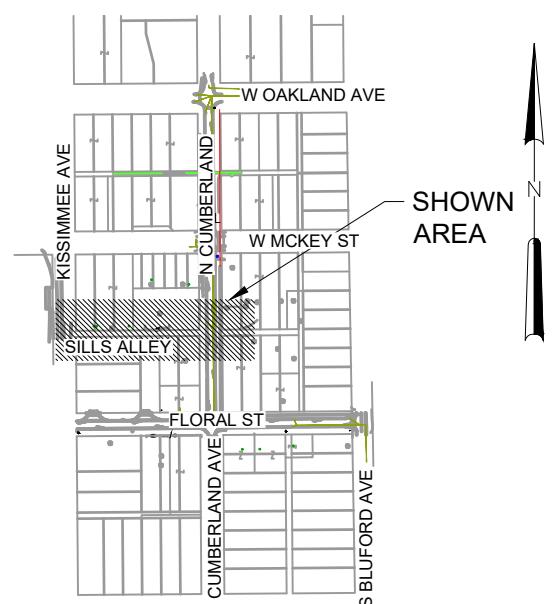
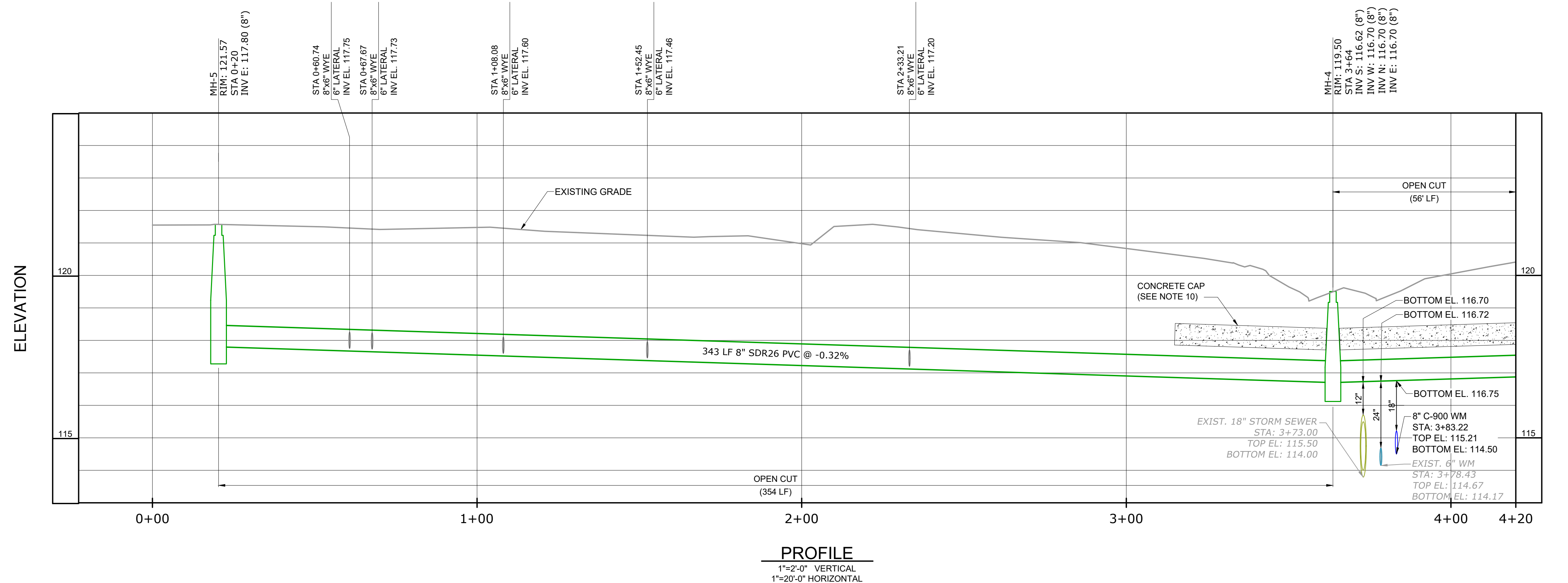
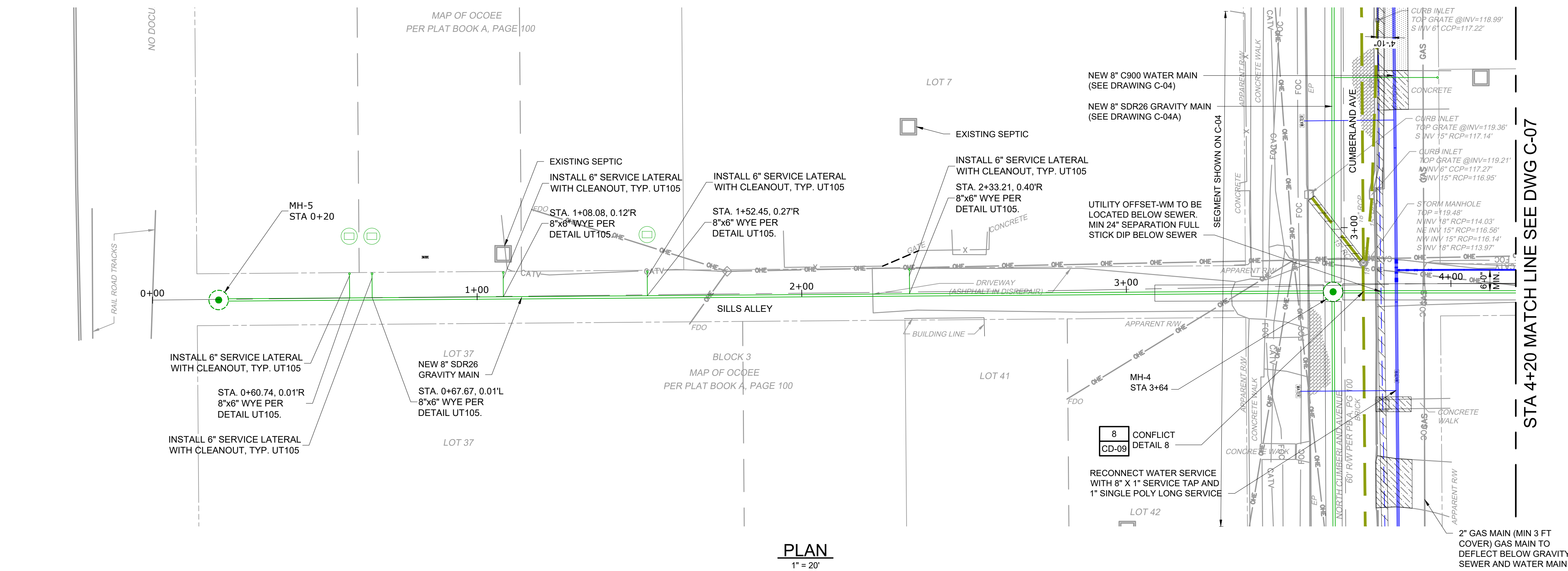
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

City of Ocoee
UTILITIES DEPARTMENT

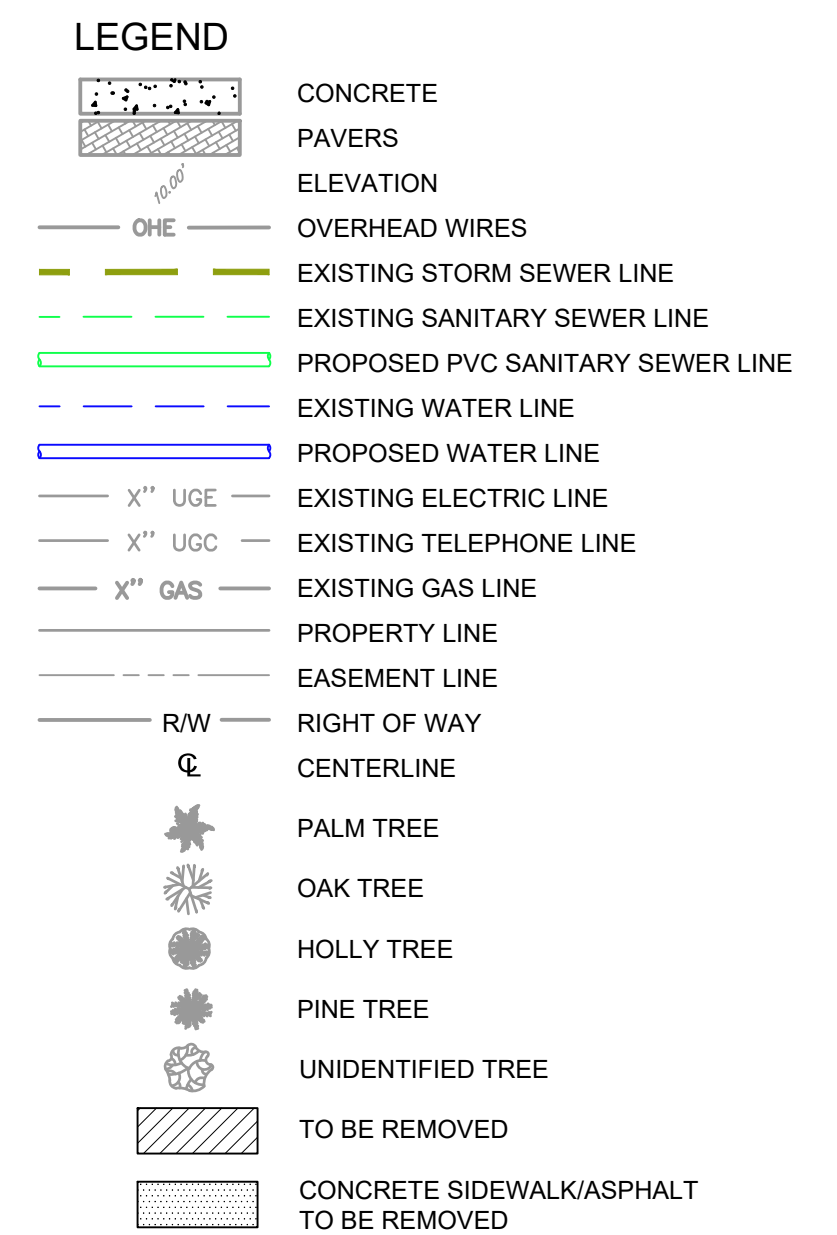
DOWNTOWN FLORAL STREET
SEWER PROJECT

WATER MAIN
W MCKEY ST AND TO W OAKLAND AVE
STA 4+40 TO STA 9+00

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-05



- NOTES:
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					PROJECT ENGINEER:	D. BIEBER
					DESIGNED BY:	D. BIEBER
					DRAWN BY:	C. LOMBANA
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					IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1 
REV	ISSUED FOR	DATE	BY			

DEREK W. BIEBER PE. No. 75500

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



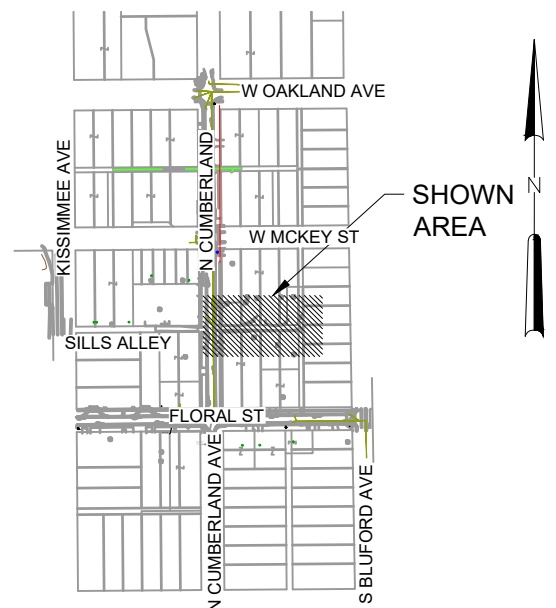
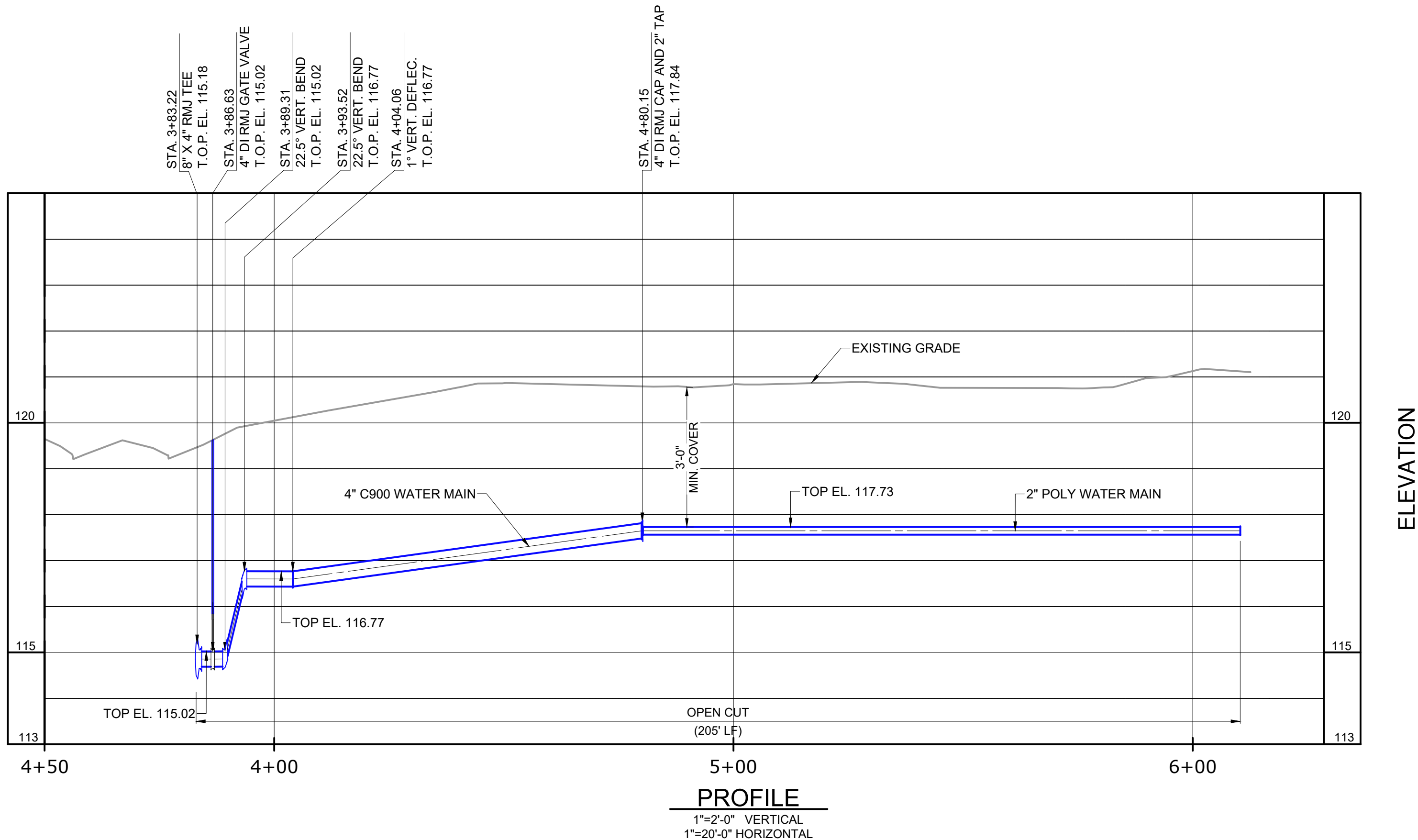
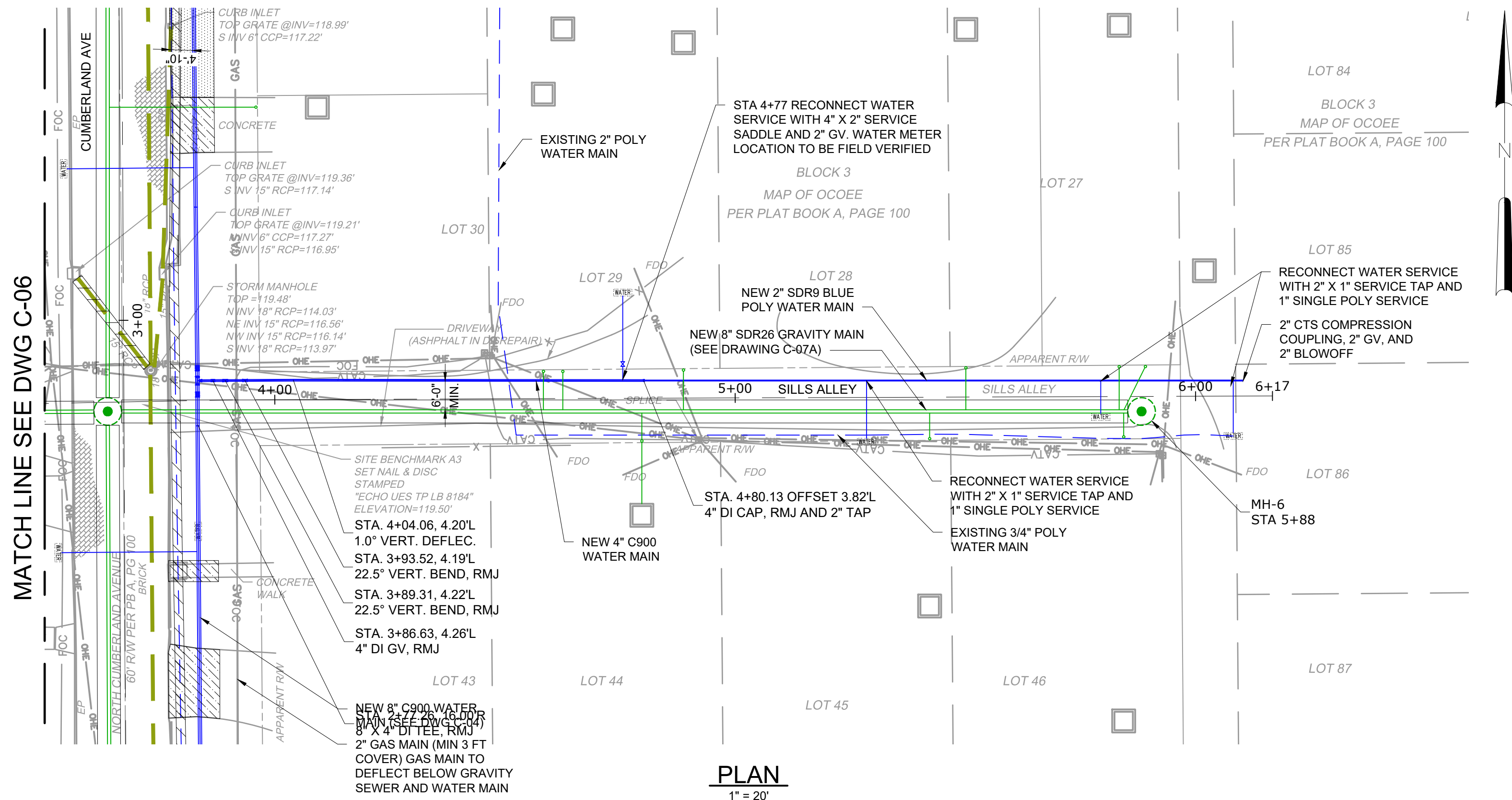
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET SEWER PROJECT

SANITARY SEWER
 FROM INTERSECTION OF SILLS ALLEY AND
 S CUMBERLAND AVE
 STA 0+00 TO STA 4+20

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-06

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PLOT DATE: 8/4/2023 12:57 p. m. BY: HP



KEY PLAN

NTS

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- CONTRACTOR TO CONSTRUCT TEMPORARY PAVING/CONCRETE REPAIR ONCE NEW MAINS ARE INSTALLED AND PRIOR TO EXISTING MAINS BEING REMOVED, UNTIL FINISHED PAVING CAN BE CONSTRUCTED.
- REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
- REMOVE AND REPLACE BRICK PAVEMENT AND BASE FULL WIDTH OF PAVEMENT LENGTH OF NEW GRAVITY MAIN AND MANHOLES. REMOVAL LIMITS NOT SHOWN FOR CLARITY.
- AFTER RECEIVING WATER MAIN CLEARANCE FROM FDEP, CUSTOMERS ARE TO BE GIVEN 24 HOURS NOTICE TO SWITCH EXISTING CUSTOMER SERVICE LINES TO NEW WATER METERS.

LEGEND

- | | |
|--|---|
| | CONCRETE |
| | PAVERS |
| | ELEVATION |
| | OVERHEAD WIRES |
| | EXISTING STORM SEWER LINE |
| | EXISTING SANITARY SEWER LINE |
| | PROPOSED PVC SANITARY SEWER LINE |
| | EXISTING WATER LINE |
| | PROPOSED WATER LINE |
| | EXISTING ELECTRIC LINE |
| | EXISTING TELEPHONE LINE |
| | EXISTING GAS LINE |
| | PROPERTY LINE |
| | EASEMENT LINE |
| | RIGHT OF WAY |
| | CENTERLINE |
| | PALM TREE |
| | OAK TREE |
| | HOLLY TREE |
| | PINE TREE |
| | UNIDENTIFIED TREE |
| | TO BE REMOVED |
| | CONCRETE SIDEWALK/ASPHALT TO BE REMOVED |

20 10 0 20'
1"=20'-0"

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

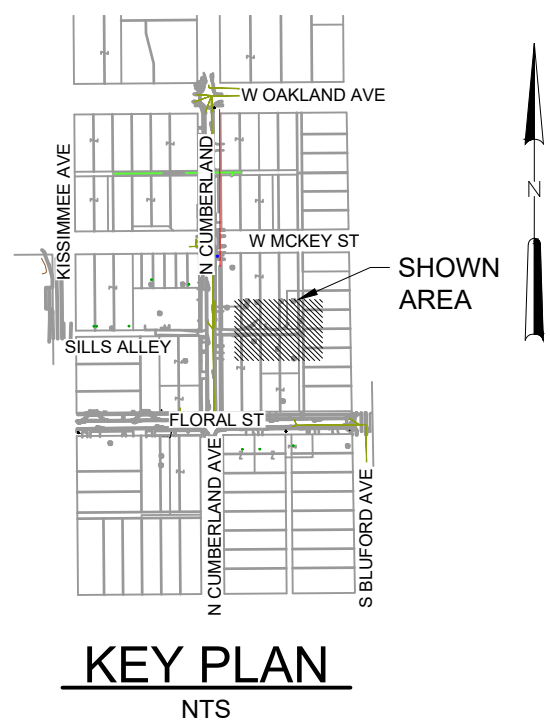
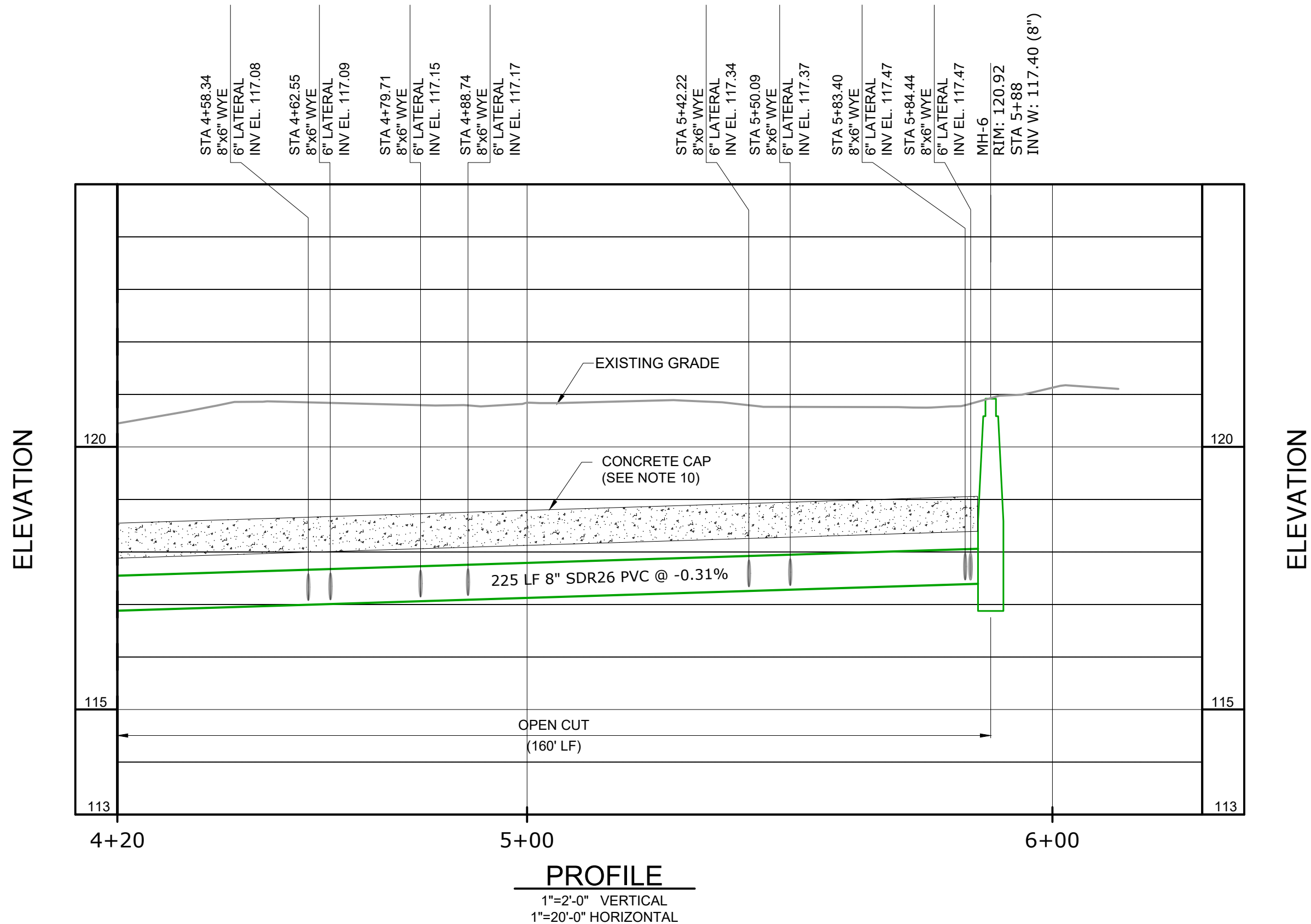
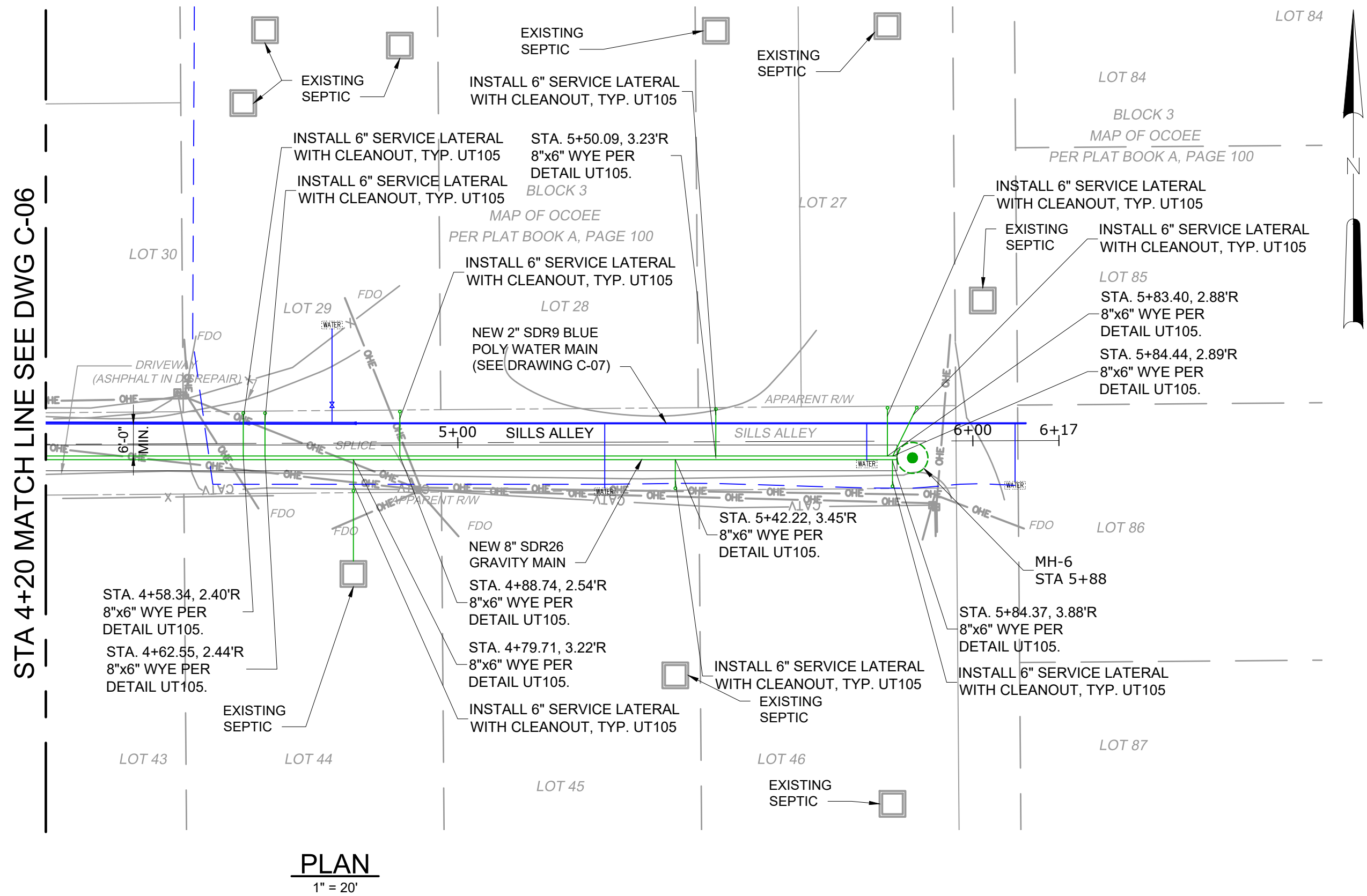
Hazen
HAZEN AND SAWYER 2420 S. LAKEMONT AVENUE, SUITE 325, ORLANDO, FLORIDA 32814

	CITY OF OCOEE UTILITIES DEPARTMENT
DOWNTOWN FLORAL STREET SEWER PROJECT	

WATER MAIN FROM INTERSECTION OF SILLS ALLEY AND S CUMBERLAND AV STA 4+20 TO STA 6+00 AND MANHOLE INFORMATION
--

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-07

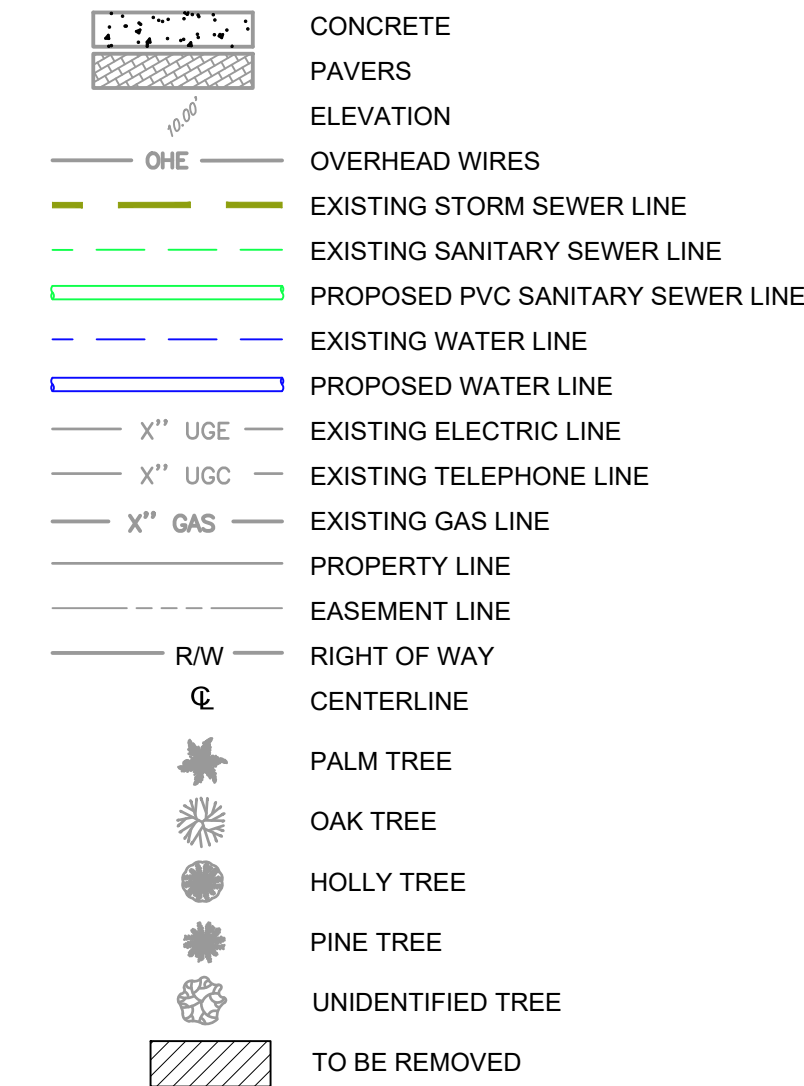
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PLOT DATE: 8/4/2023 12:58 p. m., BY: HP



NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
2. STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
4. DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY (03/15/2022)
5. CONTRACTOR TO PROTECT THE NEW WATER MAIN DURING CONSTRUCTION OF NEW GRAVITY MAIN.
6. CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCOEE AS PART OF THE RIGHT-OF WAY PERMIT(S) FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
7. CONTRACTOR TO CONSTRUCT TEMPORARY PAVING/CONCRETE REPAIR ONCE NEW MAINS ARE INSTALLED AND PRIOR TO EXISTING MAINS BEING REMOVED, UNTIL FINISHED PAVING CAN BE CONSTRUCTED.
8. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
9. REMOVE AND REPLACE BRICK PAVEMENT AND BASE FULL WIDTH OF PAVEMENT LENGTH OF NEW GRAVITY MAIN AND MANHOLES. REMOVAL LIMITS NOT SHOWN FOR CLARITY.
10. ROAD BASE SHALL BE 18" THICKNESS LENGTH OF CONCRETE SLAB LIMITS.
11. EXISTING SEPTIC TANK AND CLEANOUT LOCATIONS ARE APPROXIMATE.

LEGEND



1"=20'-0"



REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



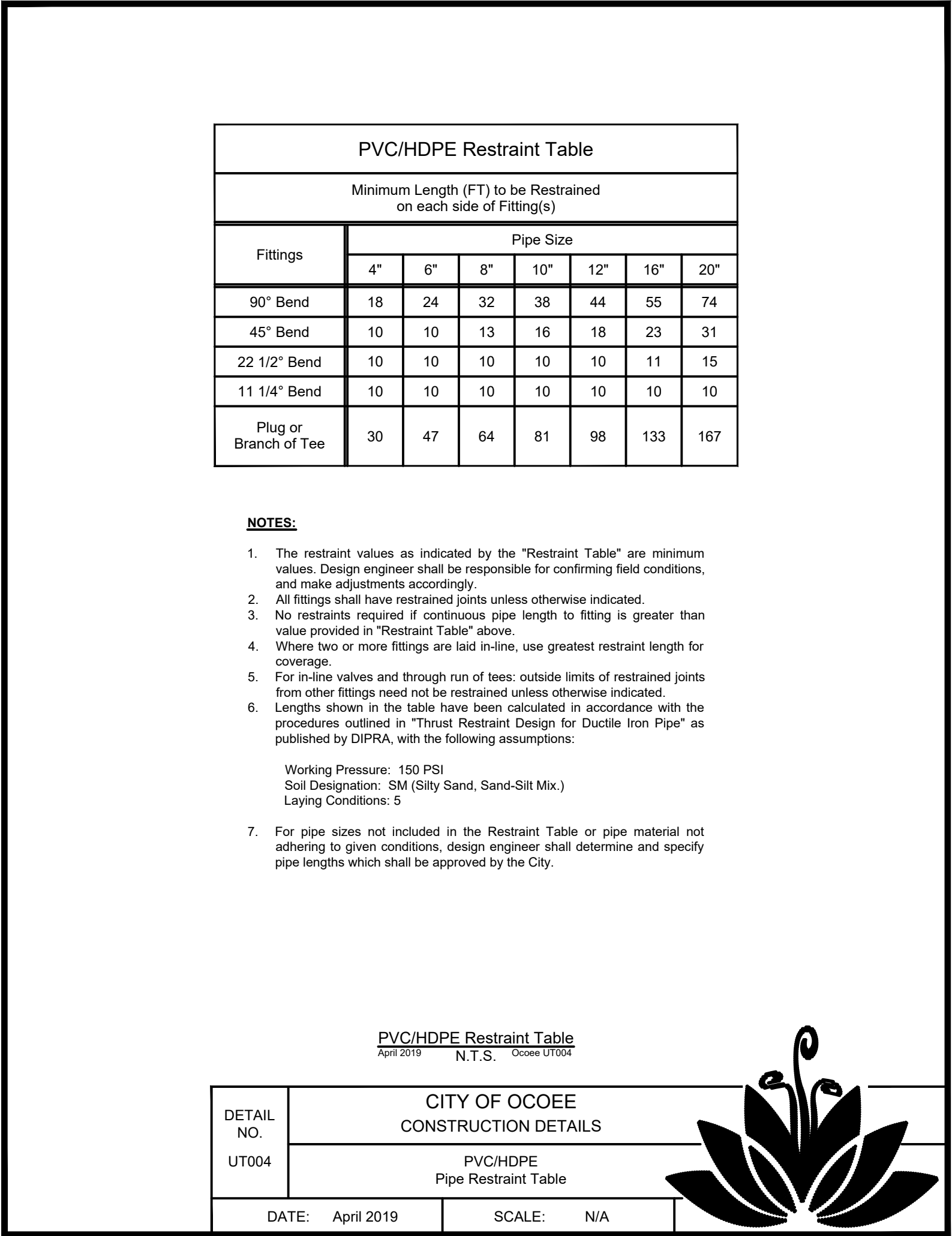
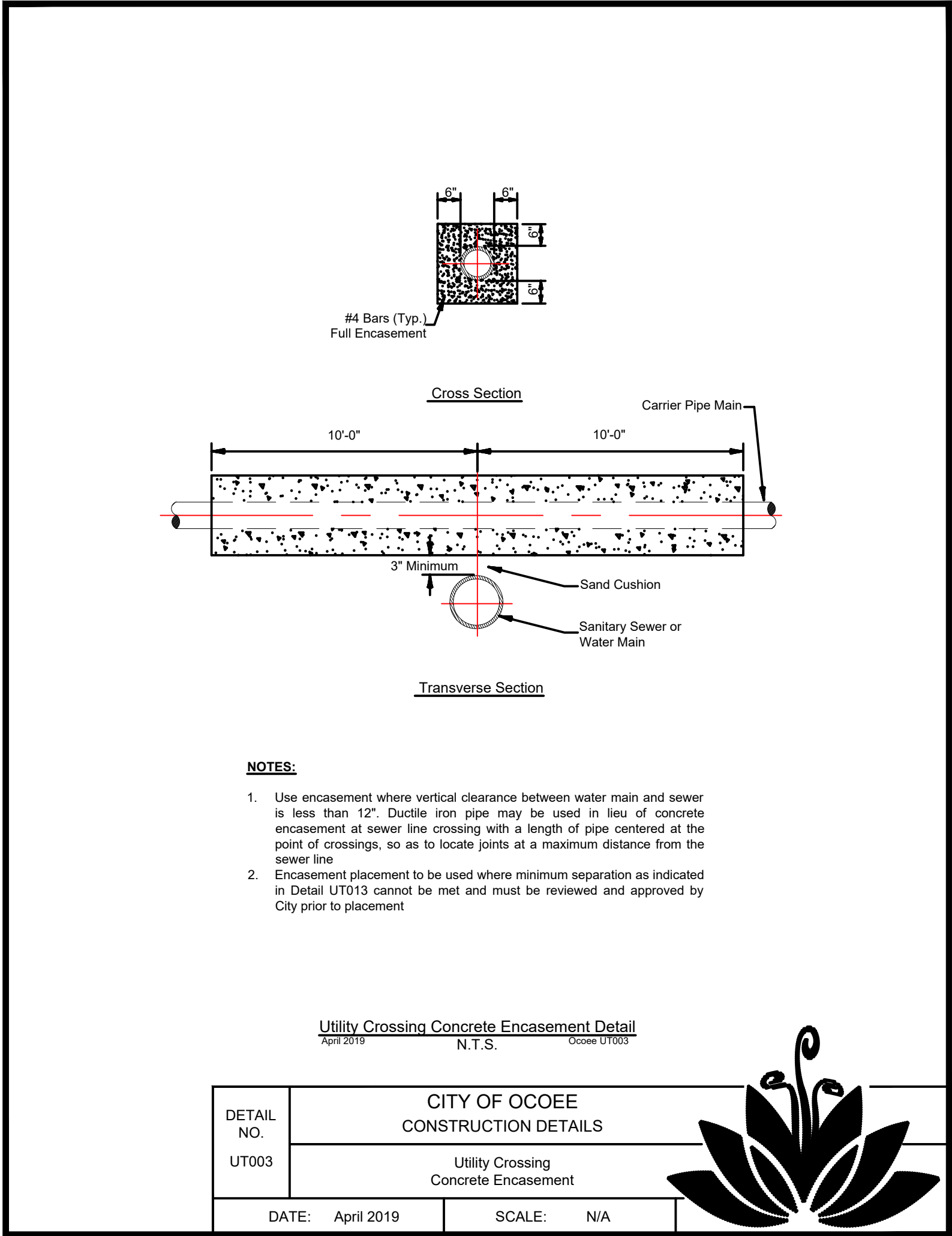
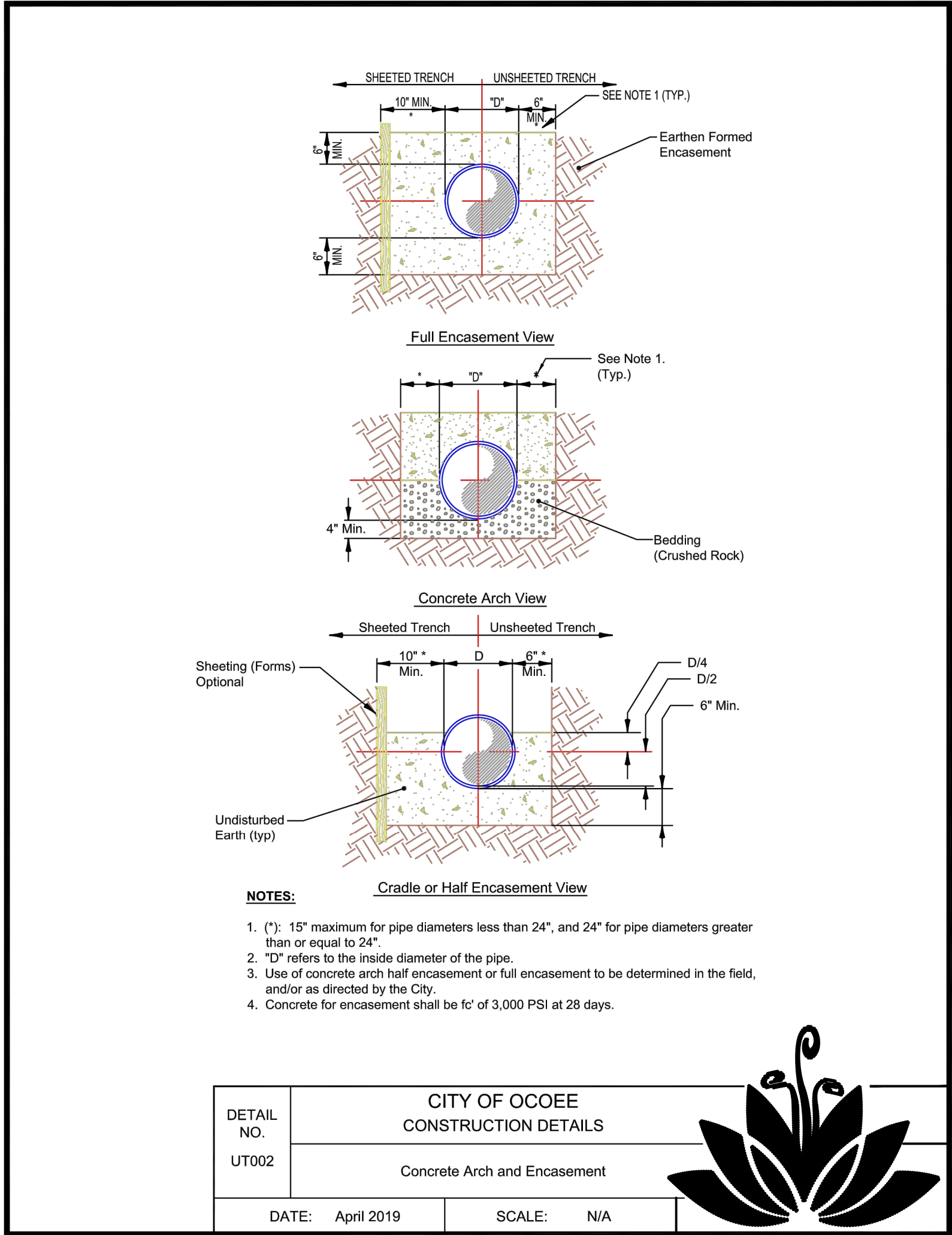
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

SANITARY SEWER
FROM INTERSECTION OF SILLS
ALLEY AND S CUMBERLAND AV
STA 3+50 TO STA 6+00

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	C-07A

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				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

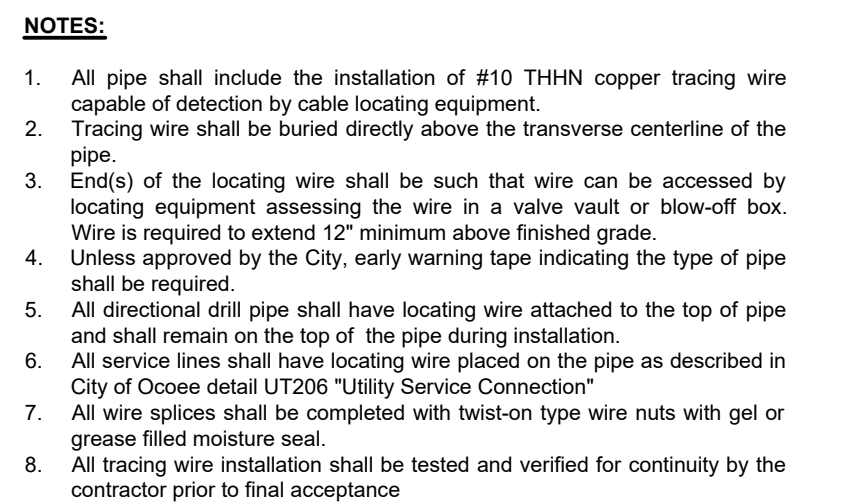


CITY OF OCOEE
UTILITIES DEPARTMENT

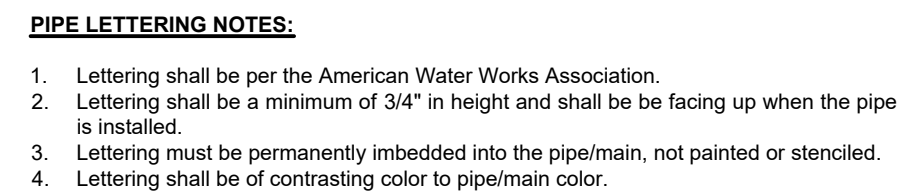
DOWNTOWN FLORAL STREET
SEWER PROJECT

CITY STANDARD DETAILS - SHEET 1

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	CD-01



DETAIL NO. UT010	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Locating Wire		
DATE: April 2019		SCALE: N/A	



Diameter = 2.5" to 4"

3" Tape centered along the top half of pipe.

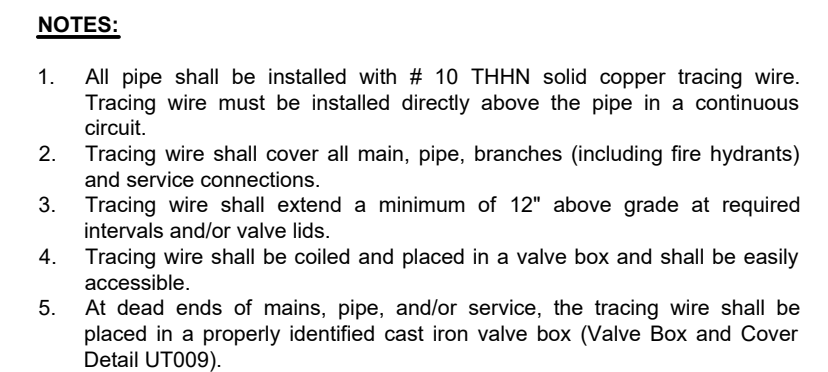
Diameter = 6" to 16"

Two (2) 6" Tapes along both sides of top half of pipe.

WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

DETAIL NO. UT011	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Identification & Warning Tape		
DATE: April 2019		SCALE: N/A	



DETAIL NO. UT012	CITY OF OCOEE CONSTRUCTION DETAILS		
	Tracing Wire Location		
DATE: April 2019		SCALE: N/A	

				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1 
REV	ISSUED FOR	DATE	BY		

Hazen

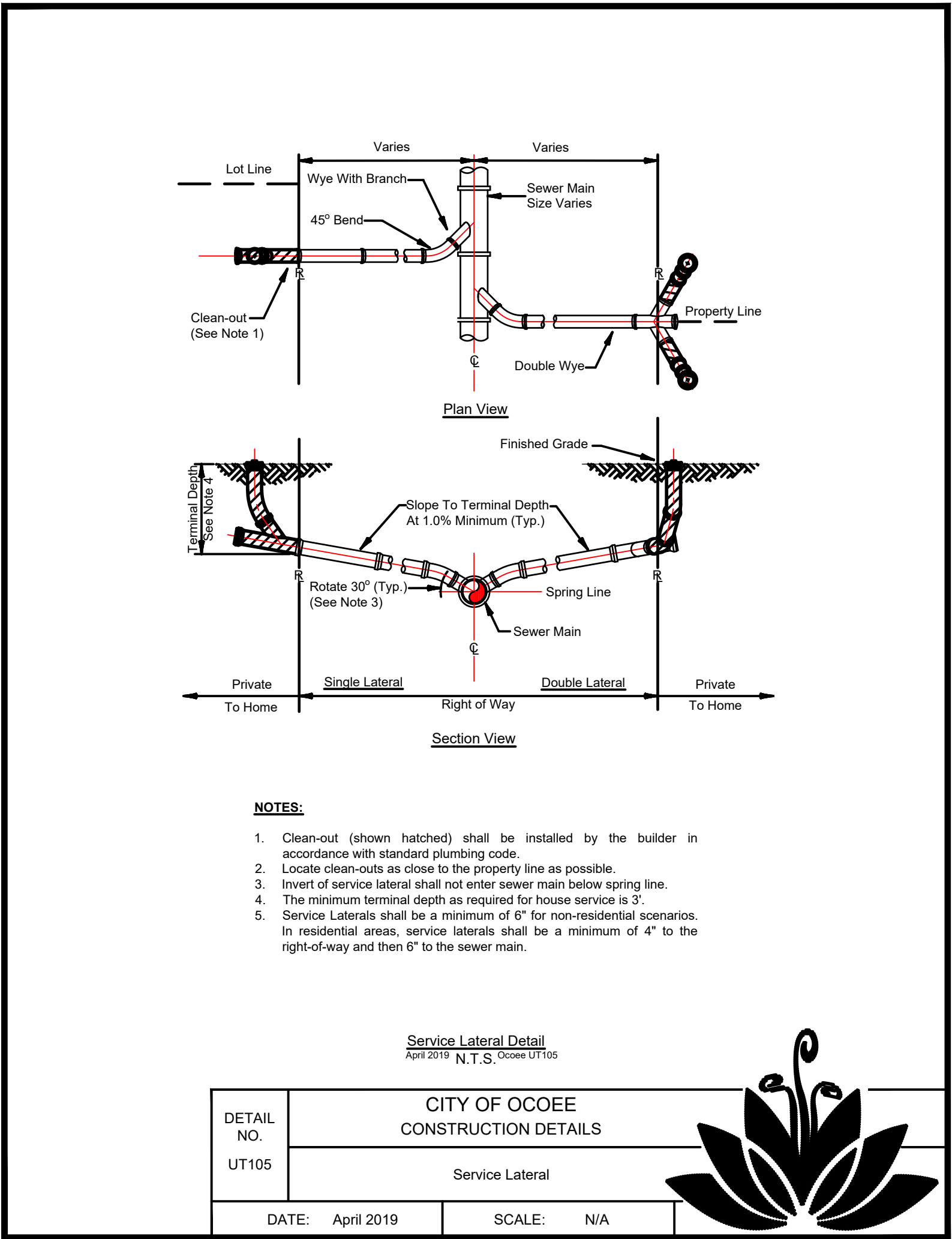
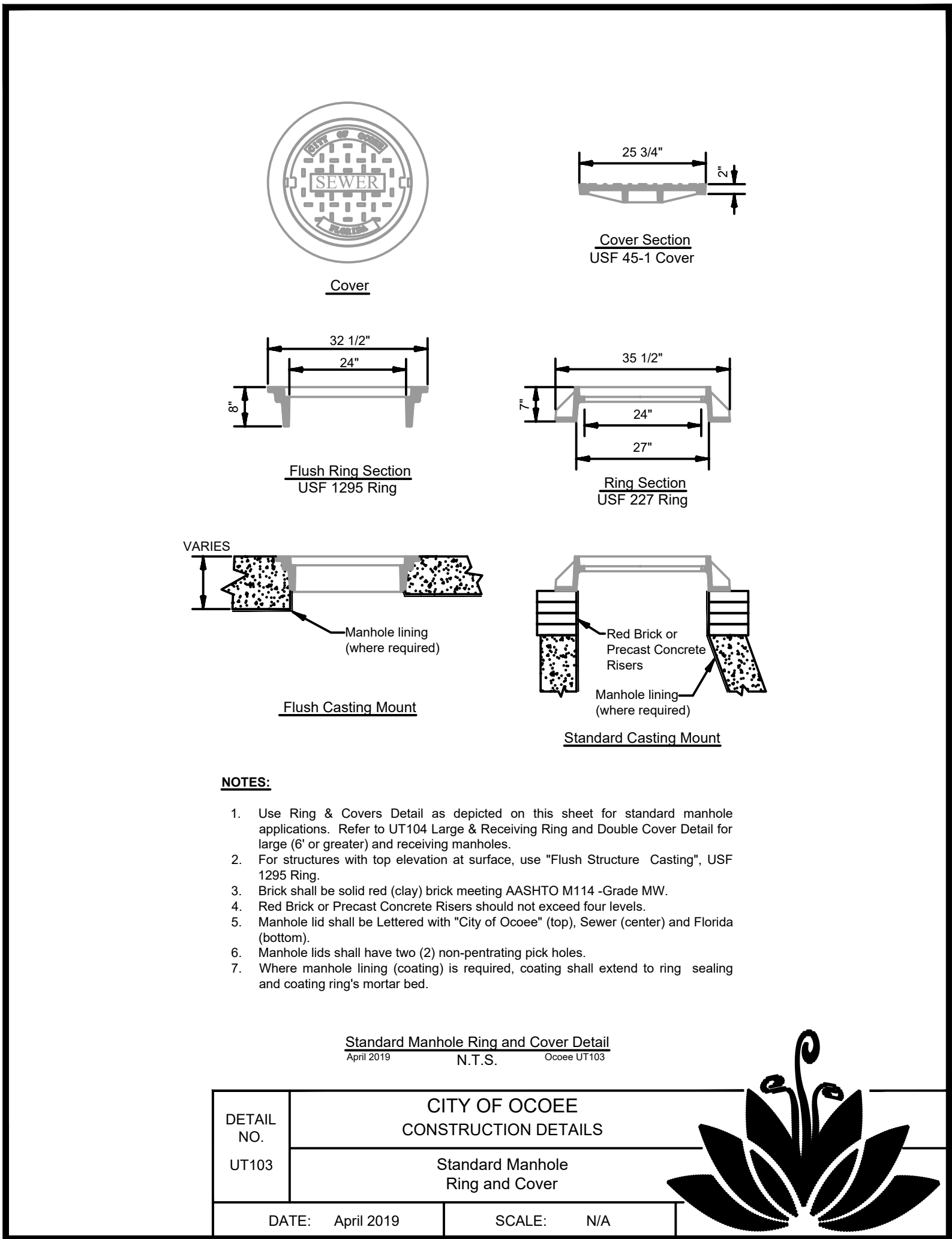
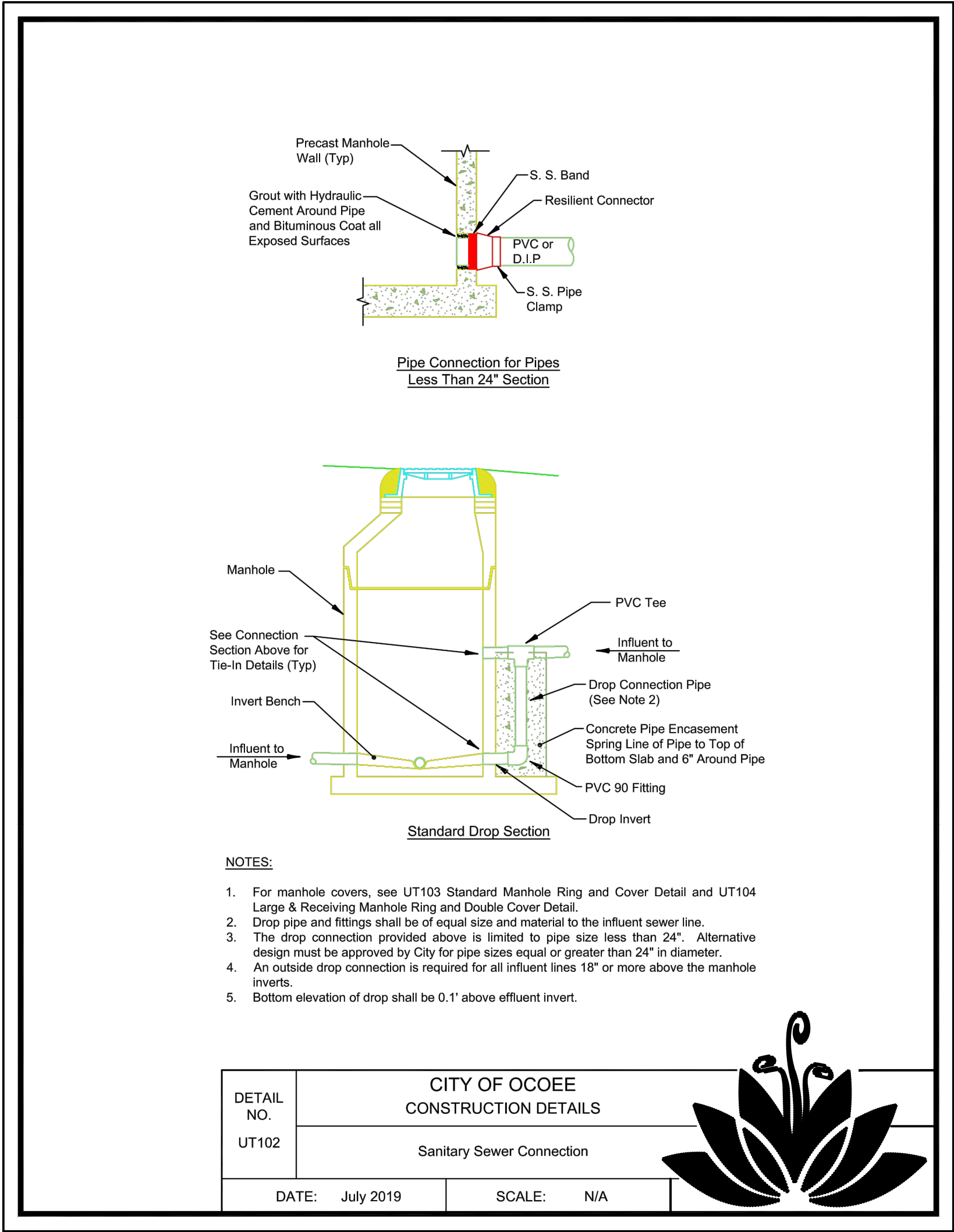
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



DOWNTOWN FLORAL STREET SEWER PROJECT

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	CD-02

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PLOT DATE: 8/4/2023 11:38 a. m., BY: HP



				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

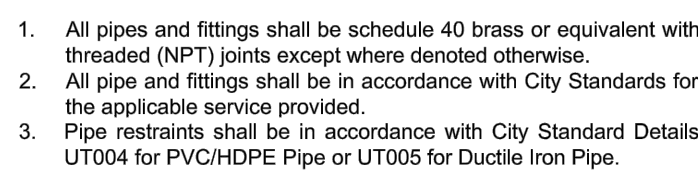


CITY OF OCOEE
UTILITIES DEPARTMENT

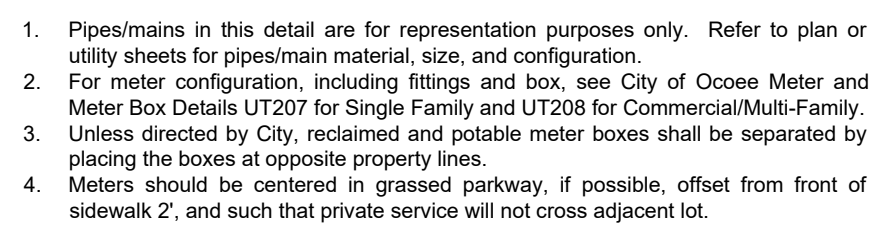
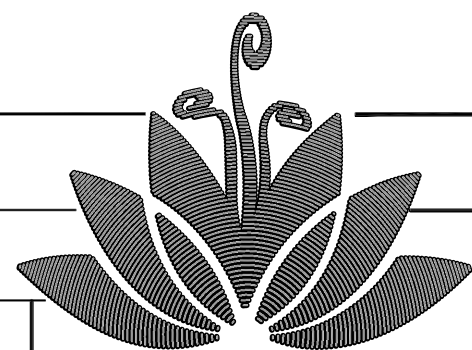
DOWNTOWN FLORAL STREET
SEWER PROJECT

CITY STANDARD DETAILS - SHEET 3

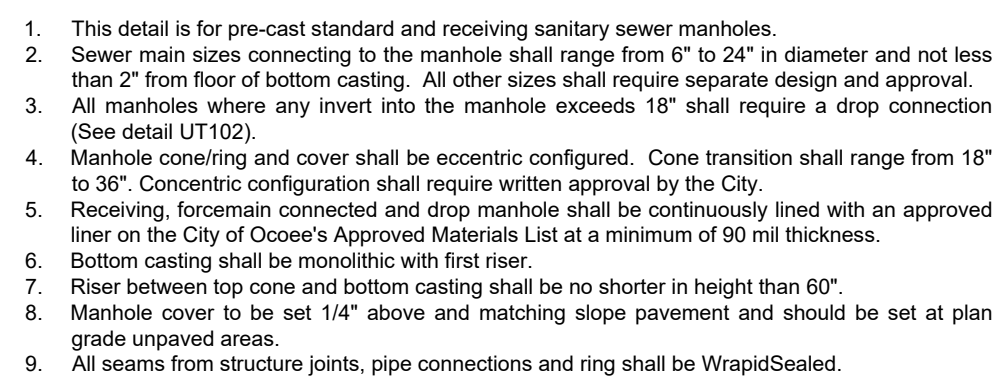
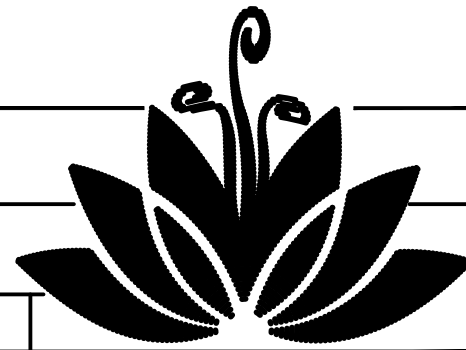
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HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	CD-03



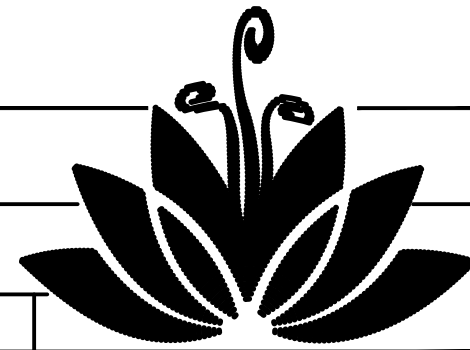
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	UT203	Blow Off Assembly	
DATE: April 2019		SCALE: N/A	



Meter & Service Location Detail April 2019 N.T.S. Cooses UT 207		
DETAIL NO.	CITY OF COÖEE CONSTRUCTION DETAILS	
	Meter & Service Locations	
UT207	DATE: April 2019 SCALE: N/A	



SANITARY SEWER MANHOLE DETAIL July 2019 N.T.S. Ocoee UT101		
DETAIL NO. UT101	CITY OF OCOEE CONSTRUCTION DETAILS	
	Sanitary Sewer Manhole	
DATE: July 2019	SCALE: N/A	



				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1 
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



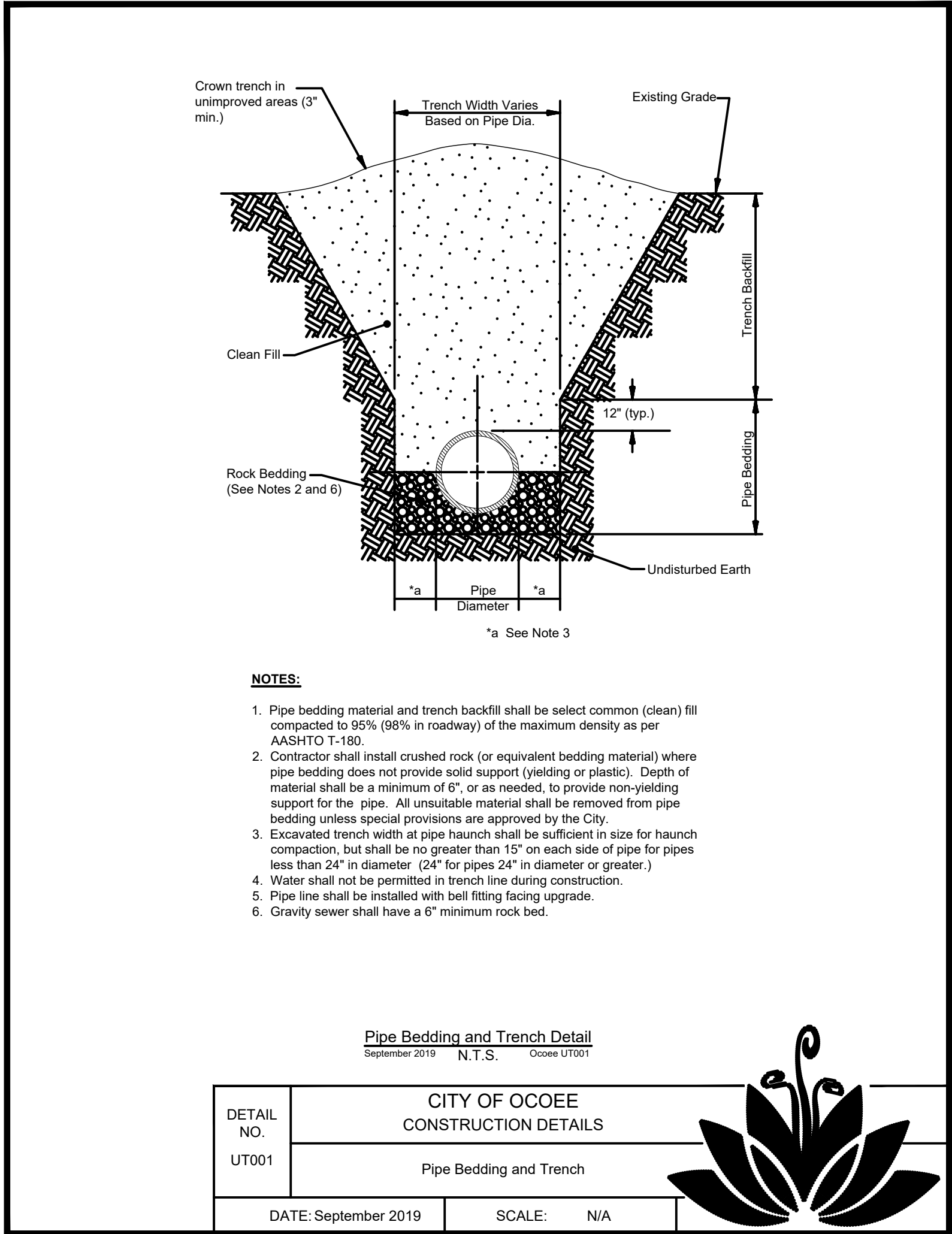
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET SEWER PROJECT

CITY STANDARD DETAILS - SHEET4

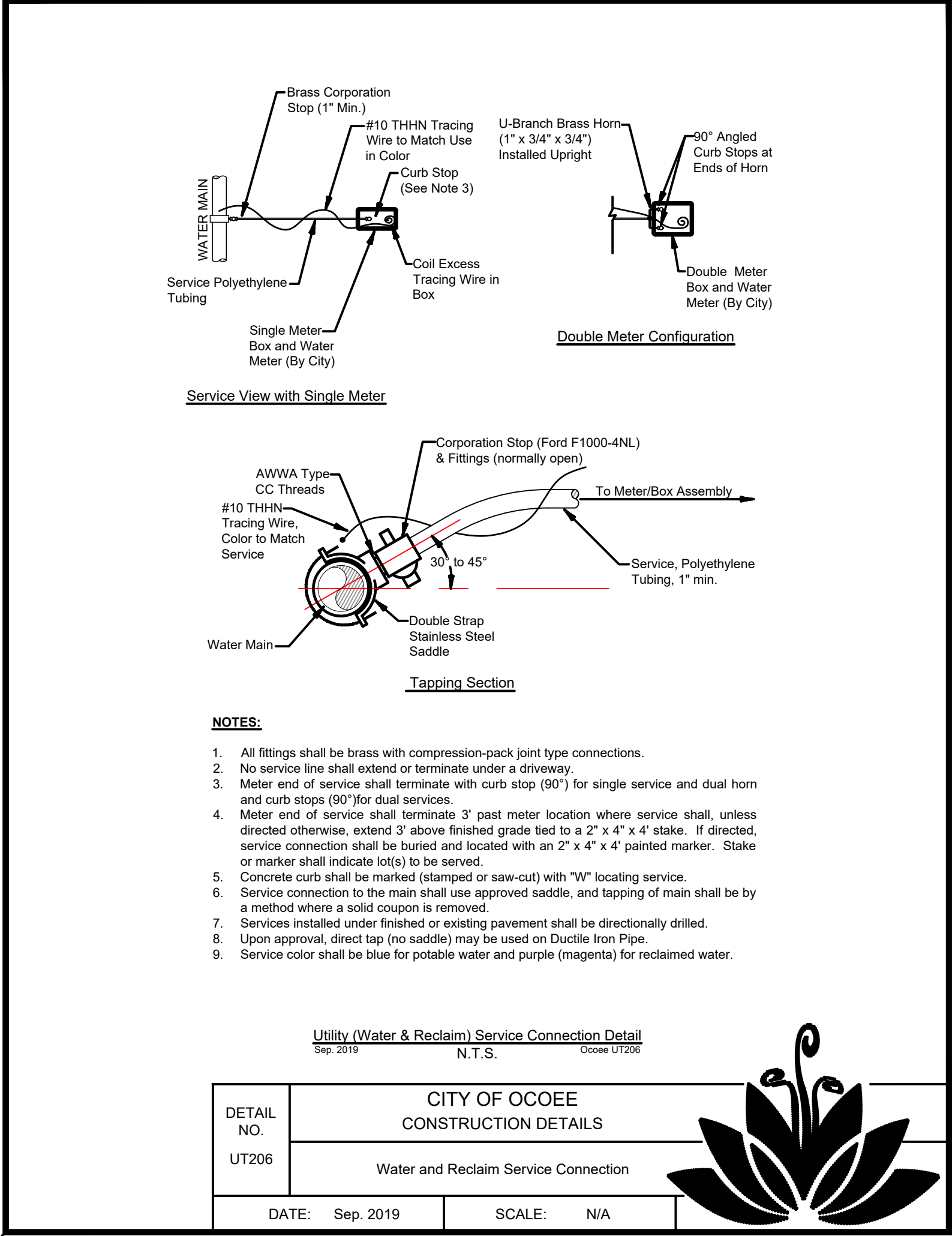
DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	CD-04

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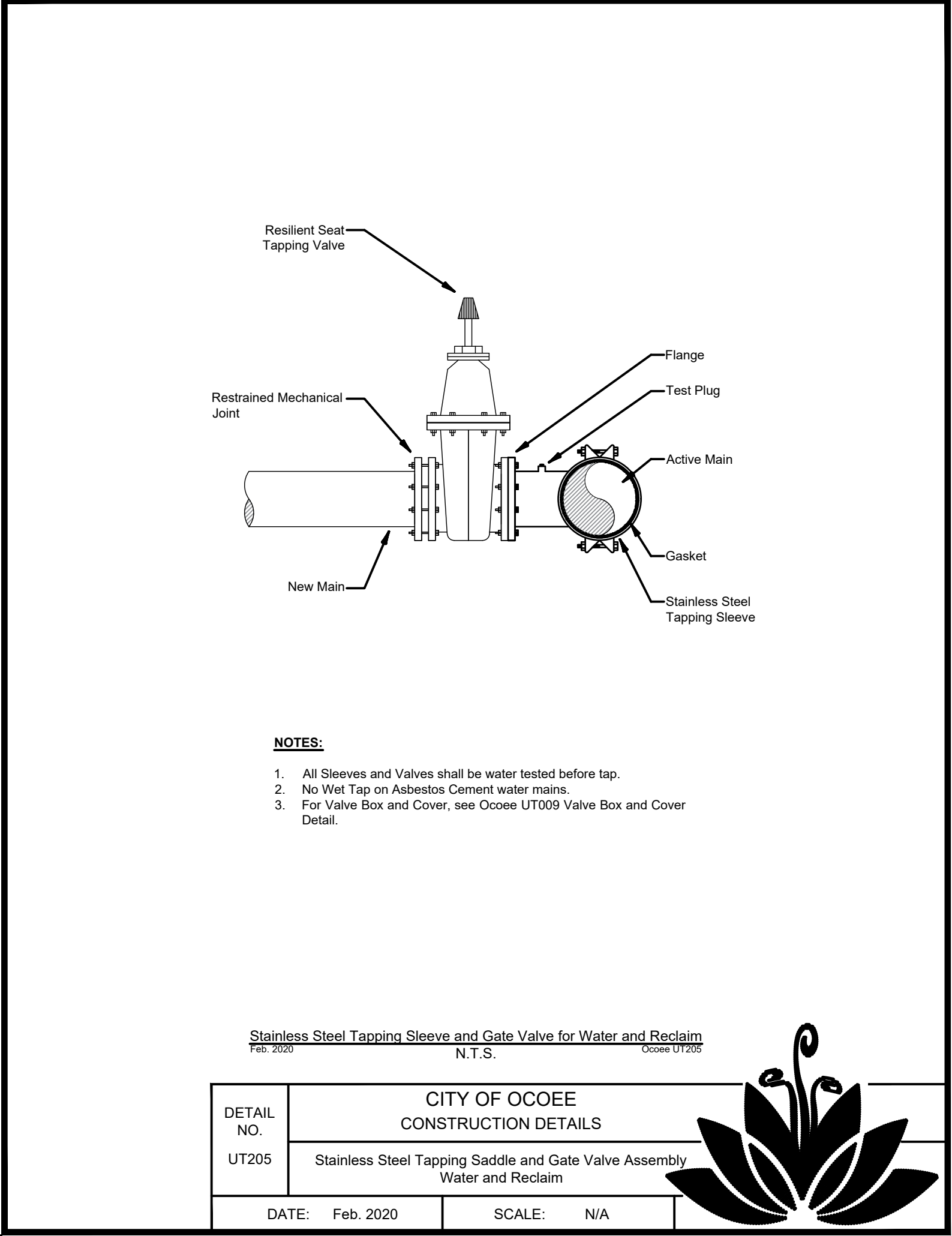
Pipe Bedding and Trench Detail
September 2019 N.T.S. Ocoee UT001

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Pipe Bedding and Trench		
UT001			
DATE: September 2019		SCALE:	N/A



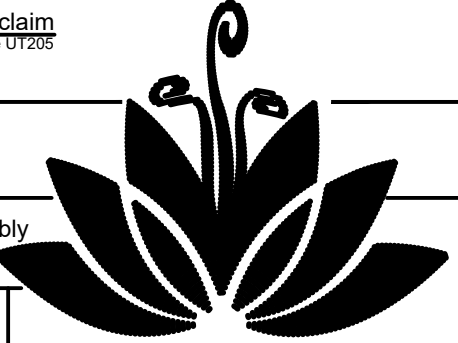
Utility (Water & Reclaim) Service Connection Detail
Sep. 2019 N.T.S. Ocoee UT206

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Water and Reclaim Service Connection		
UT206			
DATE: Sep. 2019		SCALE:	N/A



Stainless Steel Tapping Sleeve and Gate Valve for Water and Reclaim
Feb. 2020 N.T.S. Ocoee UT205

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS		
	Stainless Steel Tapping Saddle and Gate Valve Assembly Water and Reclaim		
UT205			
DATE: Feb. 2020		SCALE:	N/A



				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1" 
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

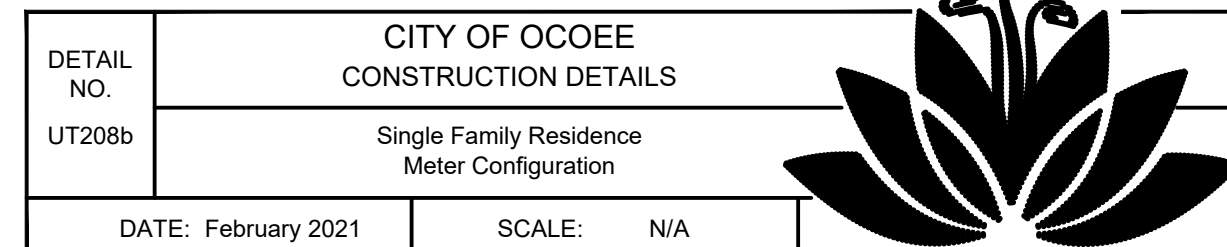
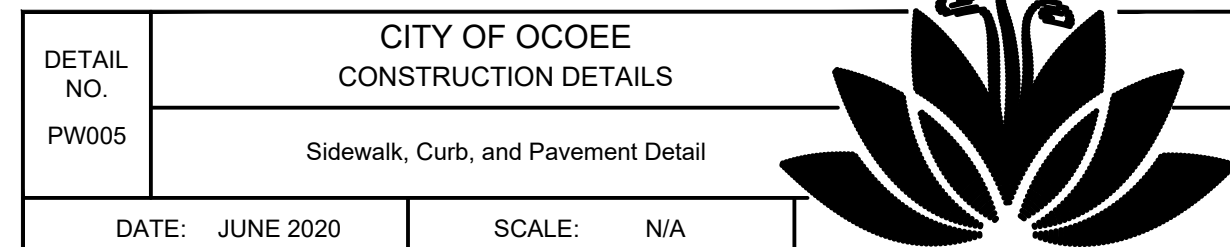
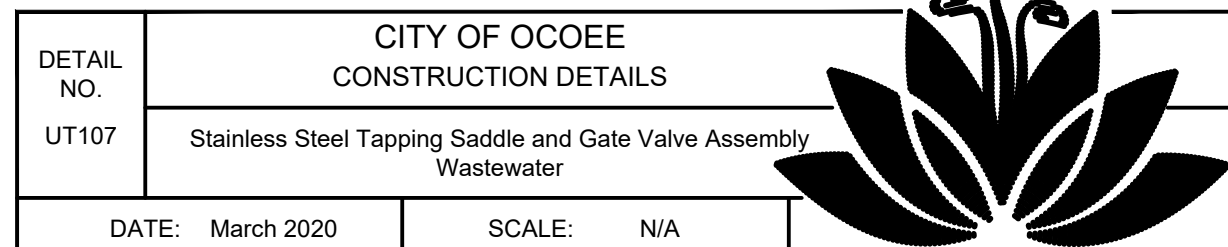


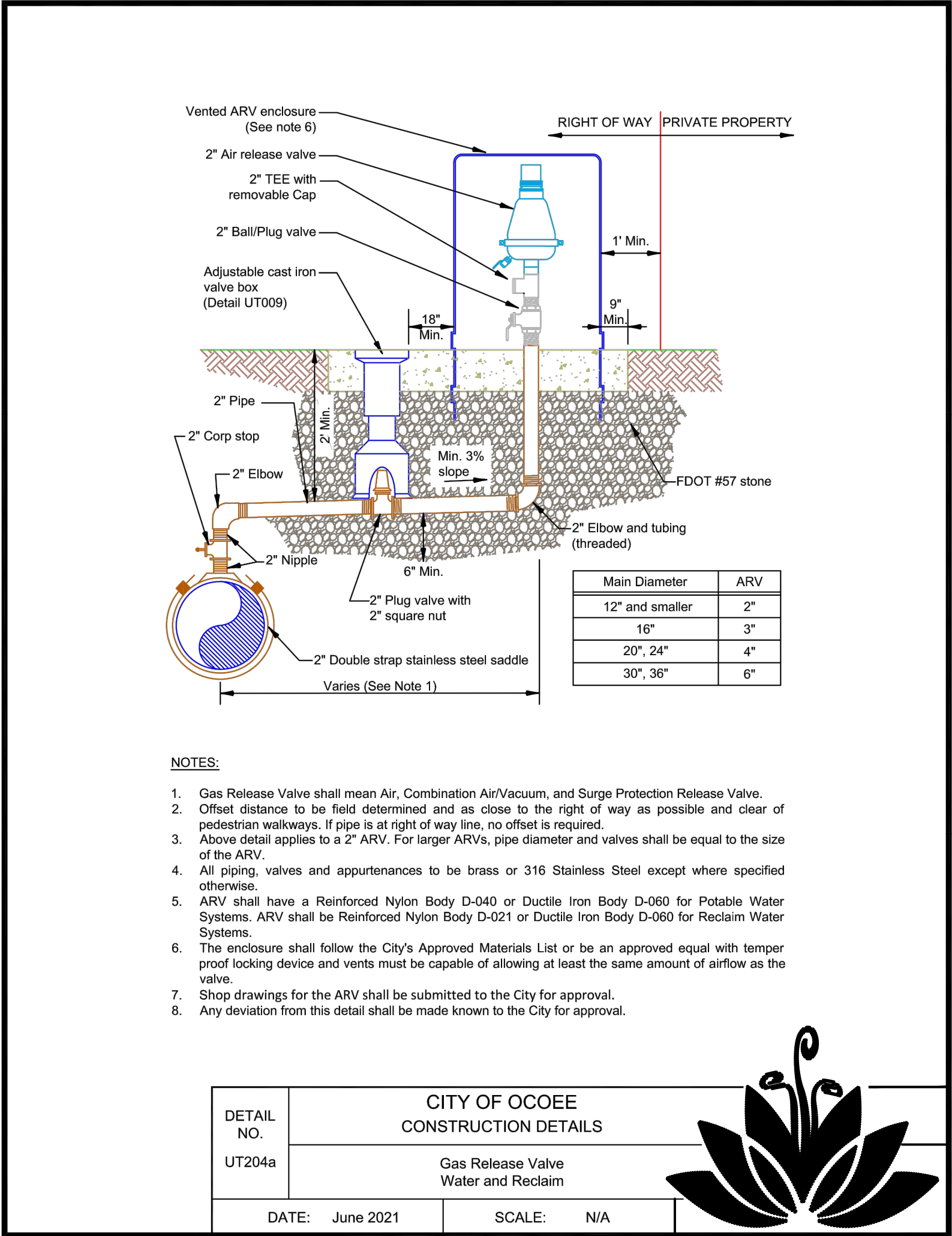
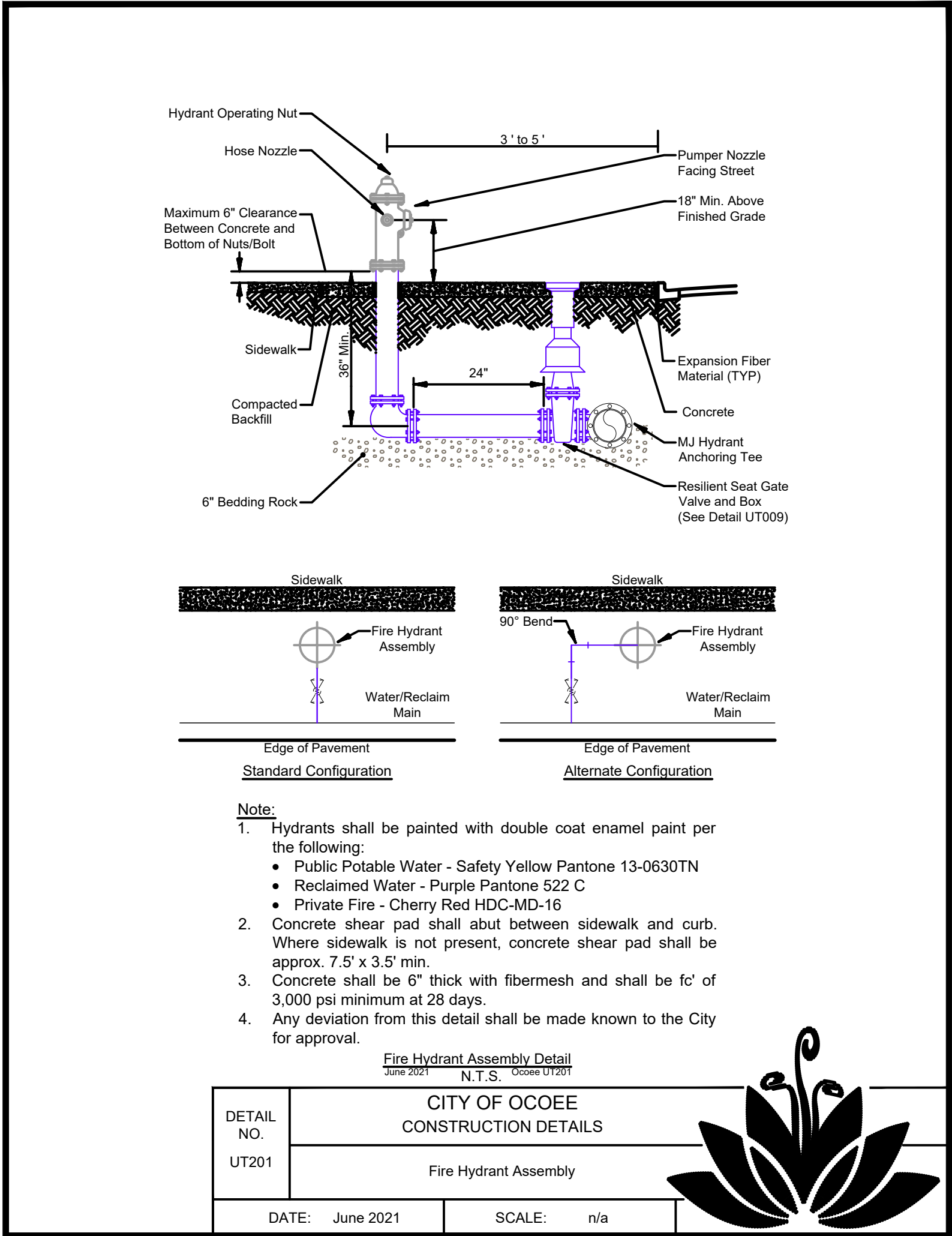
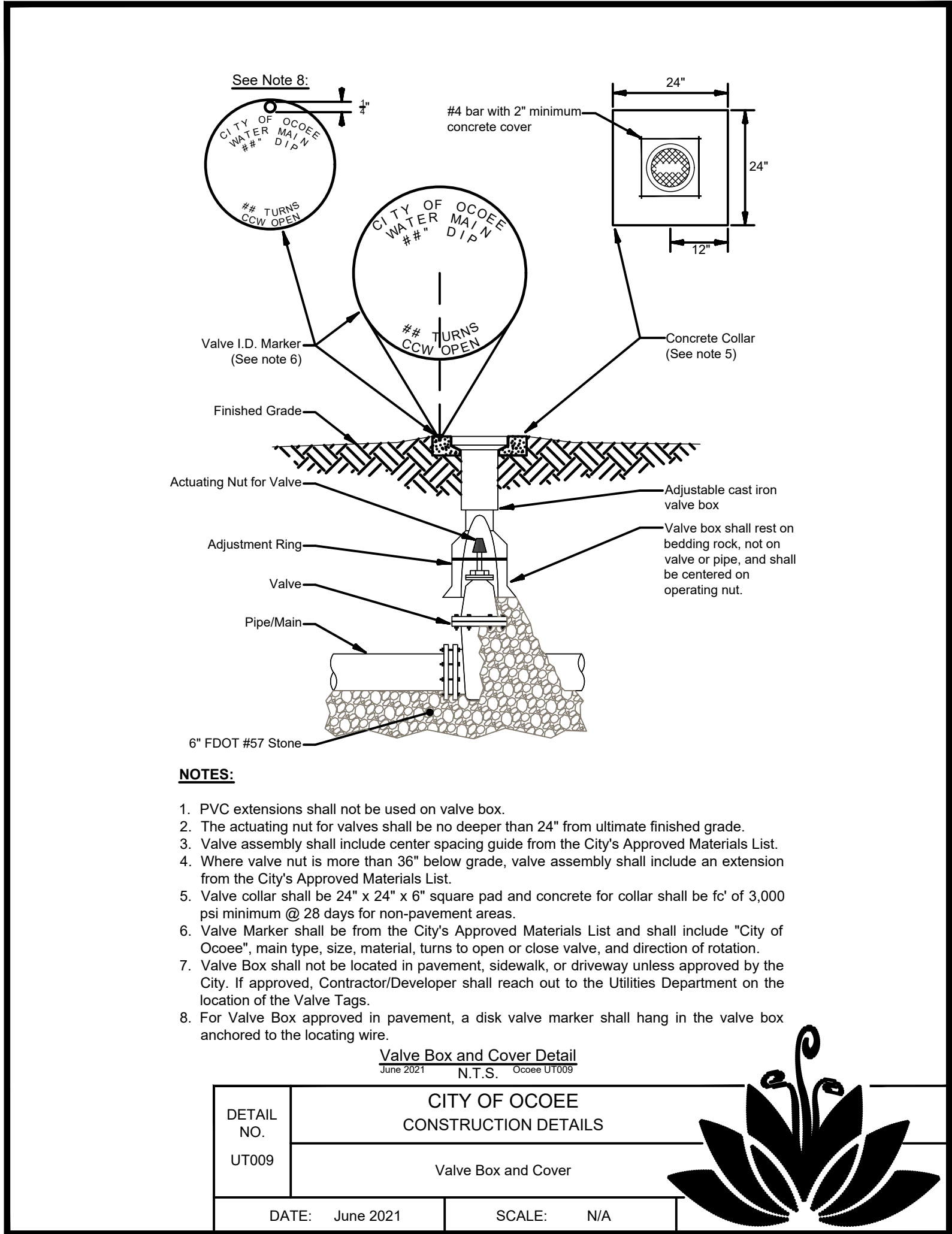
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

CITY STANDARD DETAILS - SHEET 5

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	CD-05





				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"
REV	ISSUED FOR	DATE	BY		

DEREK W. BIEBER PE. No. 75500

Hazen

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2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



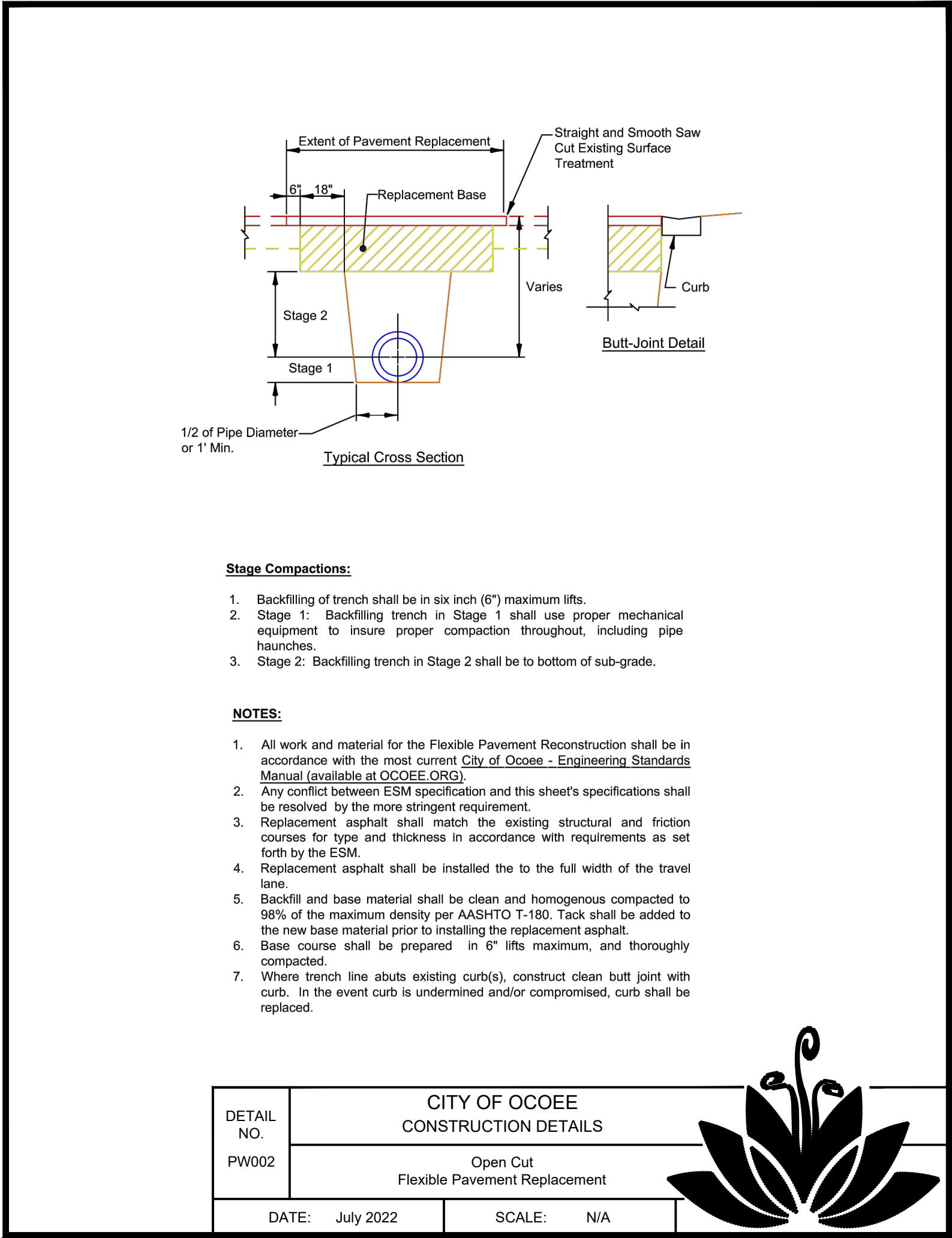
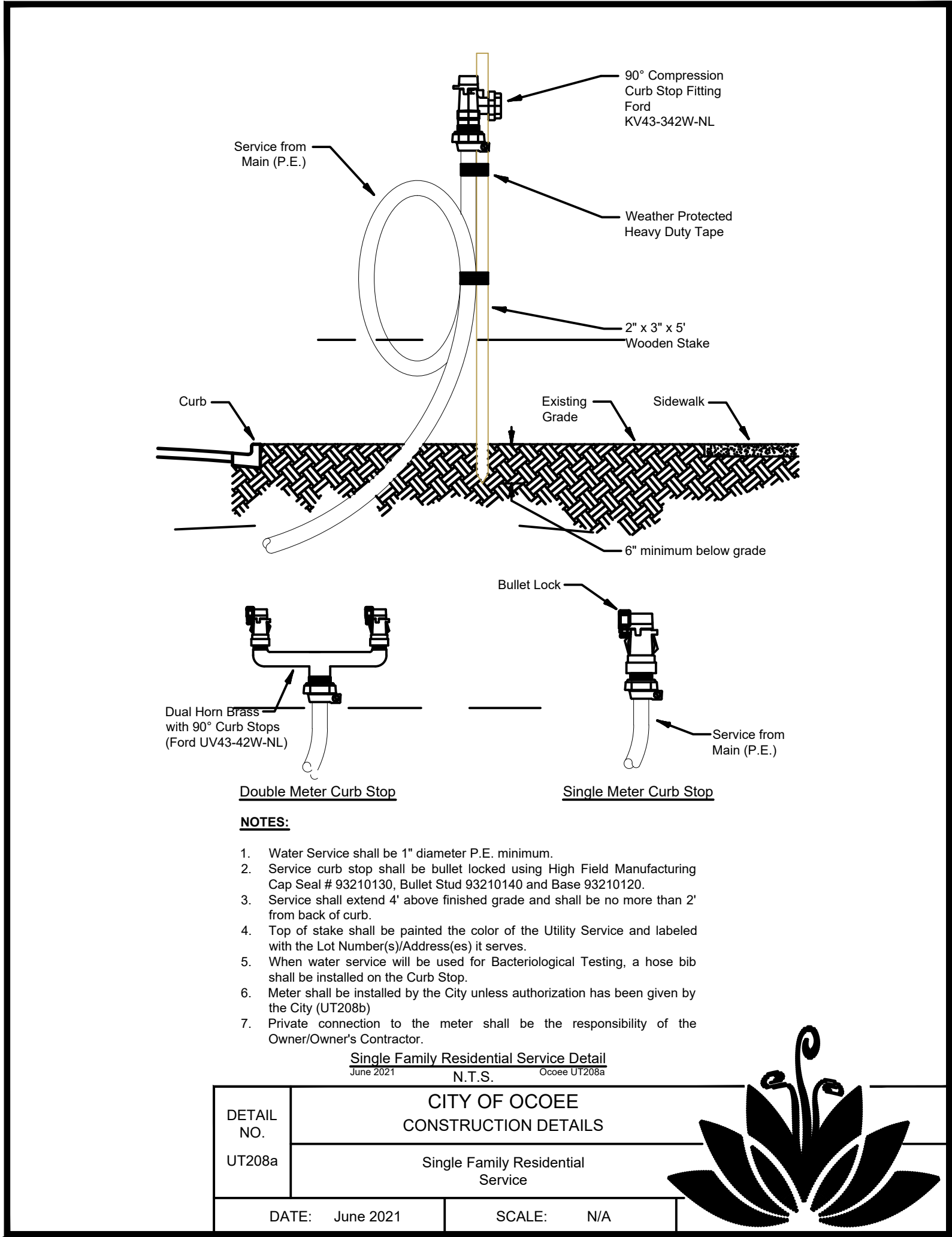
CITY OF OCOEE
UTILITIES DEPARTMENT

DOWNTOWN FLORAL STREET
SEWER PROJECT

CITY STANDARD DETAILS - SHEET 7

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	CD-07

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PLOT DATE: 8/4/2023 11:39 a.m., BY: HP



Pipes/Mains Separation Requirement Table								
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer	
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.
Potable			3'	12"	10'	18"	3'	18"
Reclaimed	3'	12"			3'	12"	3'	12"
Sanitary Sewer	10'	18"	3'	12"			3'	12"
Storm Sewer	3'	18"	3'	12"	3'	12"		

NOTES:

- The table represents the minimum separation requirements as described in F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and the City's Engineering Standards Manual. These separation requirements shall apply between newly proposed utility lines and existing or proposed utility lines.
- For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 17-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
- Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
- Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
- Concrete encased pipes/mains shall use the separation of D.I.P.
- Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
- Where minimum vertical separation from potable water cannot be achieved from the bottom of the potable water pipe and top of other pipe/main, lesser separation in accordance with 62.555.314 may be allowed upon approval by the City.
- All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
- No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.

Pipes/Mains Separation Requirement Table
November 2022 N.T.S. Ocoee UT013

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS	
UT013	Pipe Separation Requirement Table	
DATE:	November 2022	SCALE: N/A

				PROJECT ENGINEER:	D. BIEBER
				DESIGNED BY:	D. BIEBER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	M. PECKHAM
				IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1" 
REV	ISSUED FOR	DATE	BY		

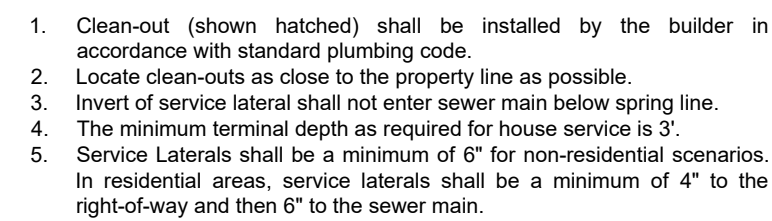
DEREK W. BIEBER PE. No. 75500

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814

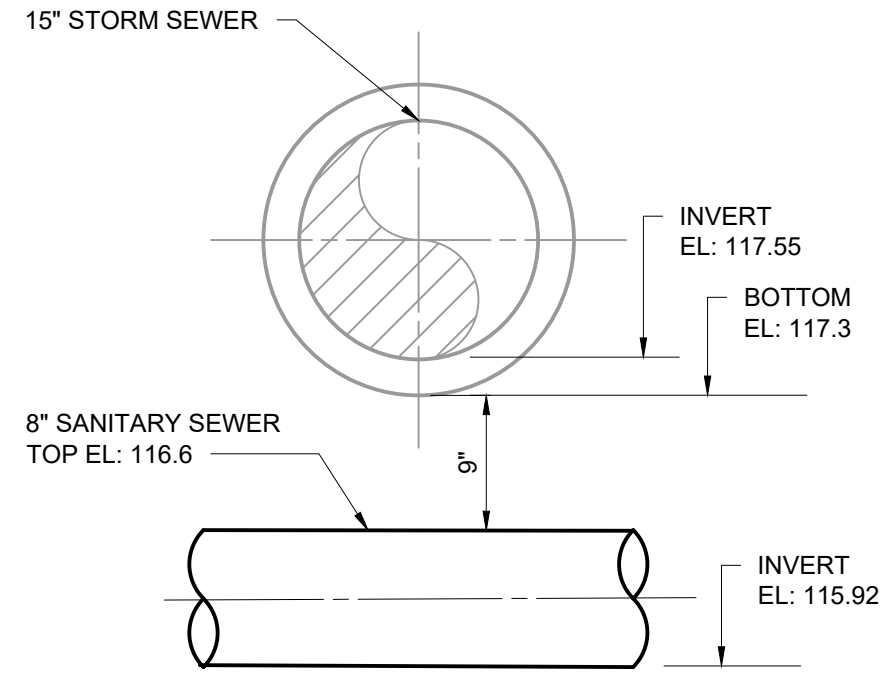
CITY OF OCOEE
UTILITIES DEPARTMENT
DOWNTOWN FLORAL STREET
SEWER PROJECT

CITY STANDARD DETAILS - SHEET 8

DATE: AUGUST 2023
HAZEN NO.: 41154-001
CONTRACT NO.: 1
DRAWING NUMBER: CD-08

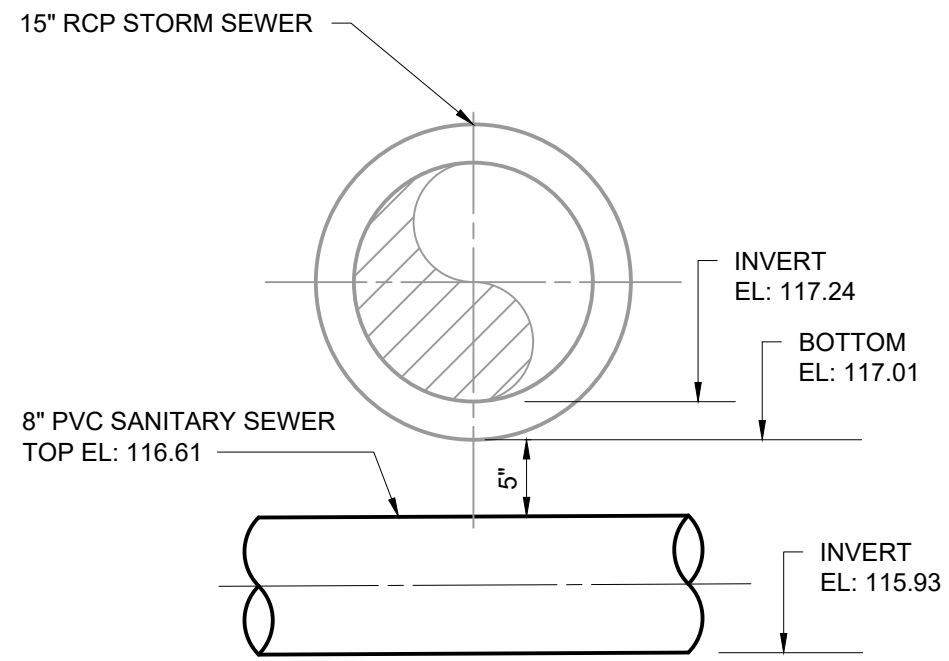


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PLOT DATE: 8/2/2023 11:40 a.m. BY: HP



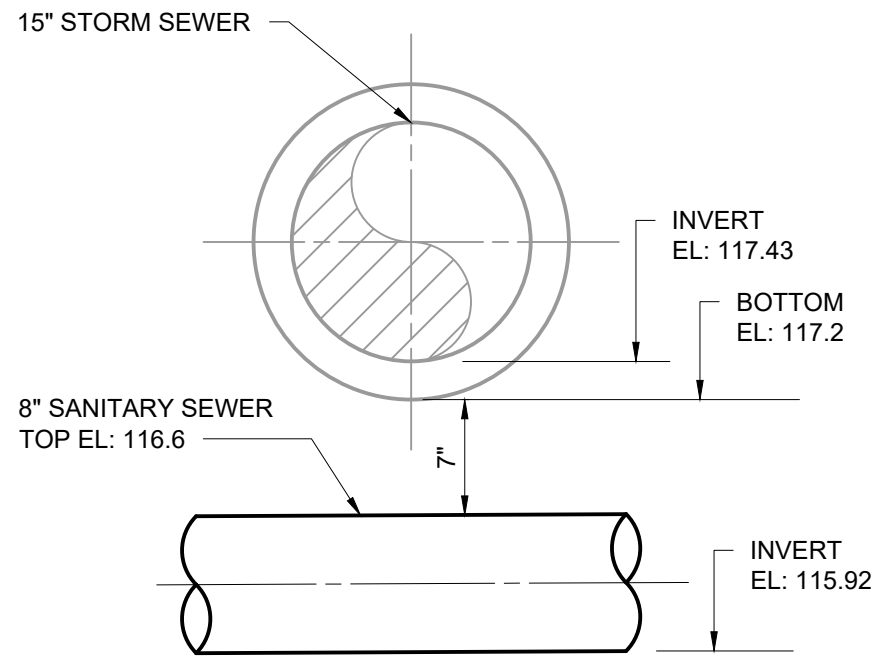
(STA 3+39.61 FLORAL STREET)
CONFLICT DETAIL 1

DETAIL	1
1' = 1'-0"	C-02A



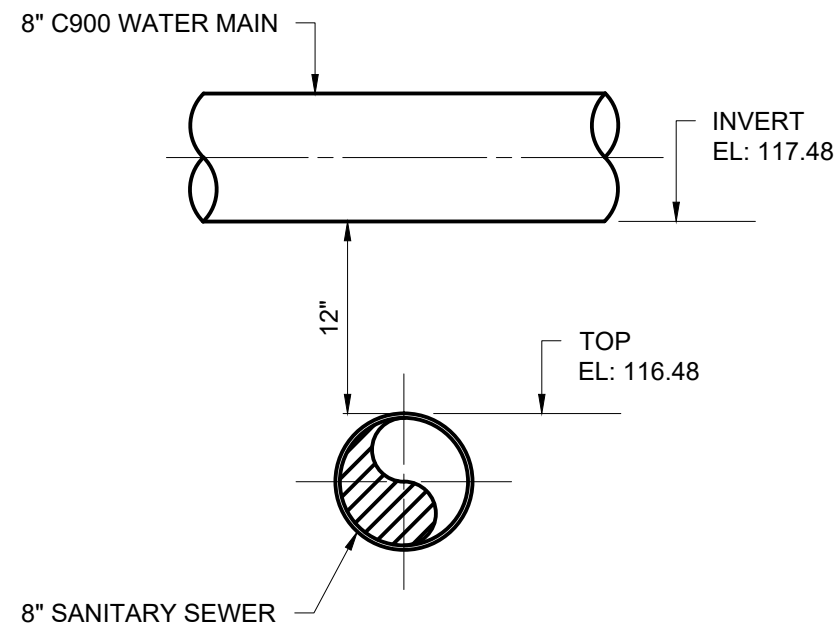
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CONFLICT DETAIL 2

DETAIL	2
1' = 1'-0"	C-04A



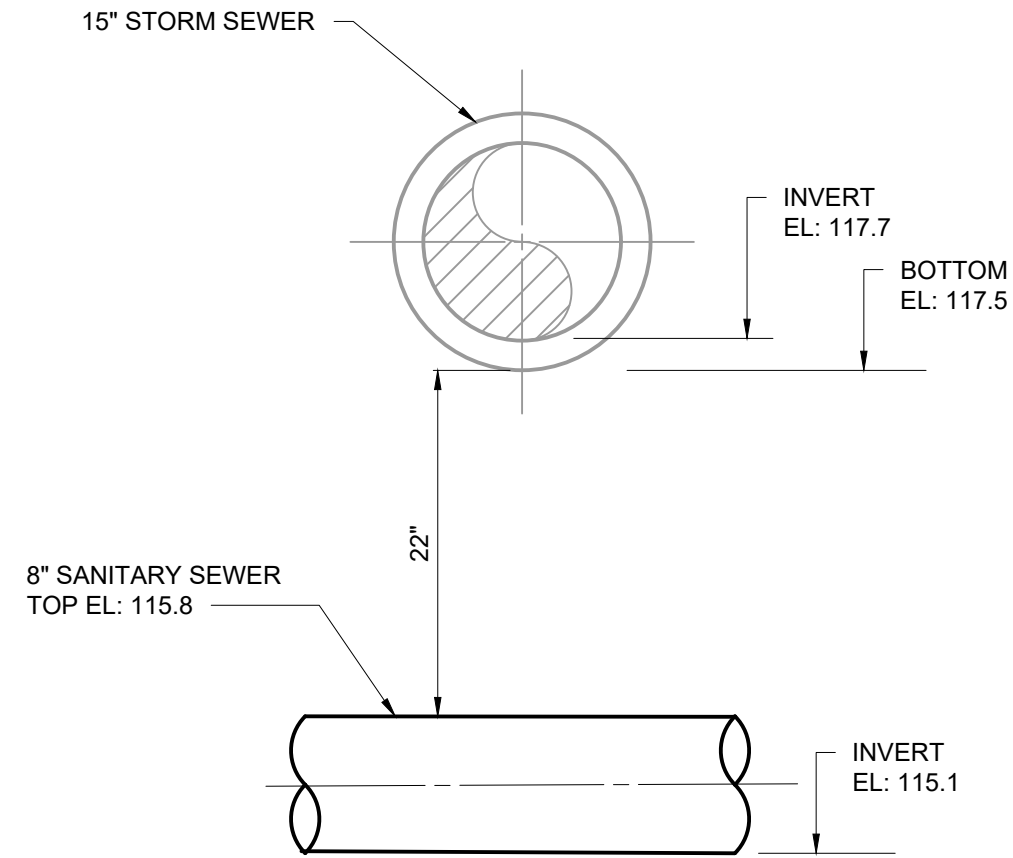
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CONFLICT DETAIL 3

DETAIL	3
1' = 1'-0"	C-04A



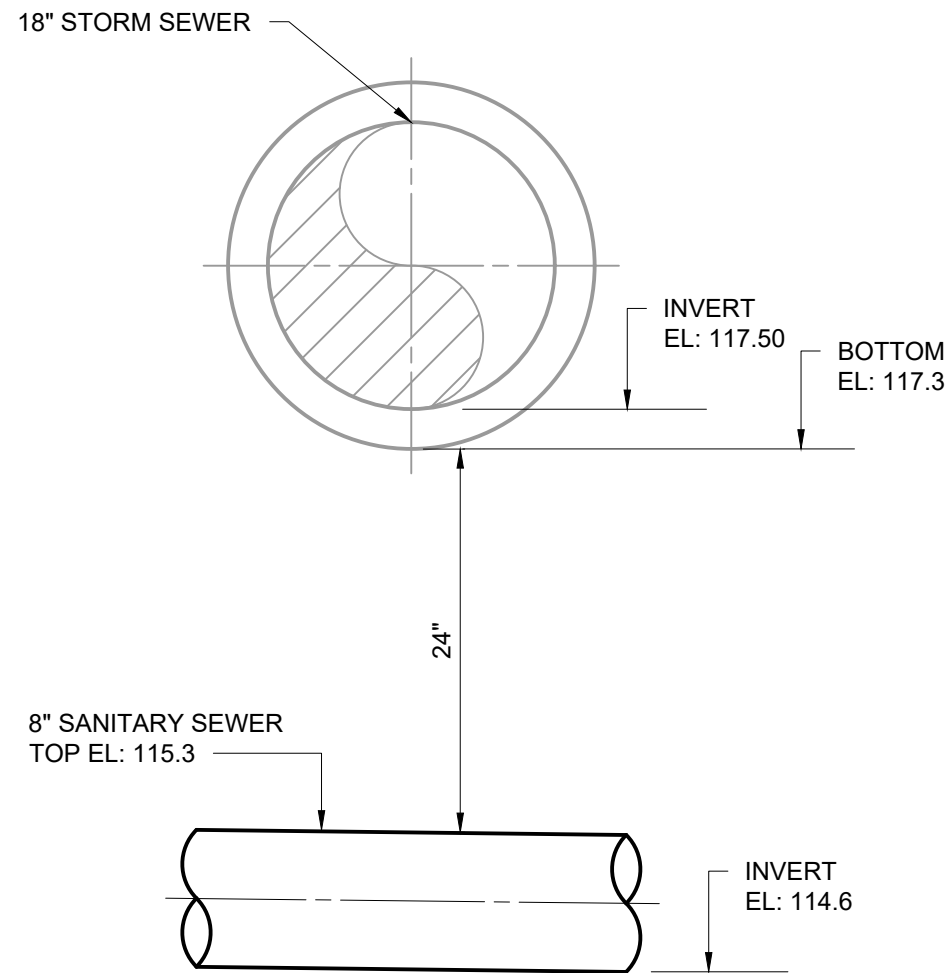
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CONFLICT DETAIL 4

DETAIL	4
1' = 1'-0"	C-04



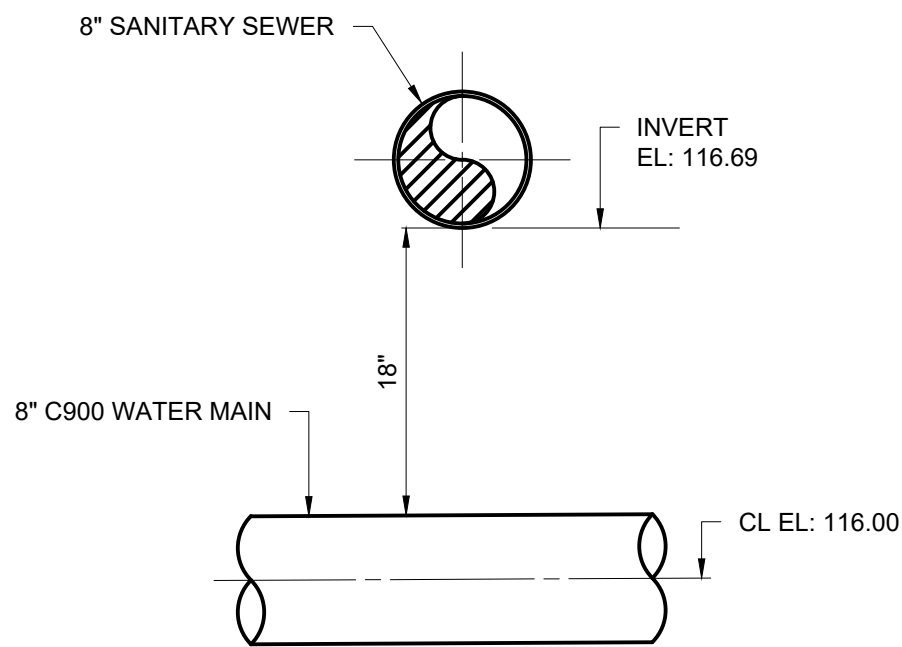
(STA 5+70.94 FLORAL STREET)
CONFLICT DETAIL 5

DETAIL	5
1' = 1'-0"	C-03A



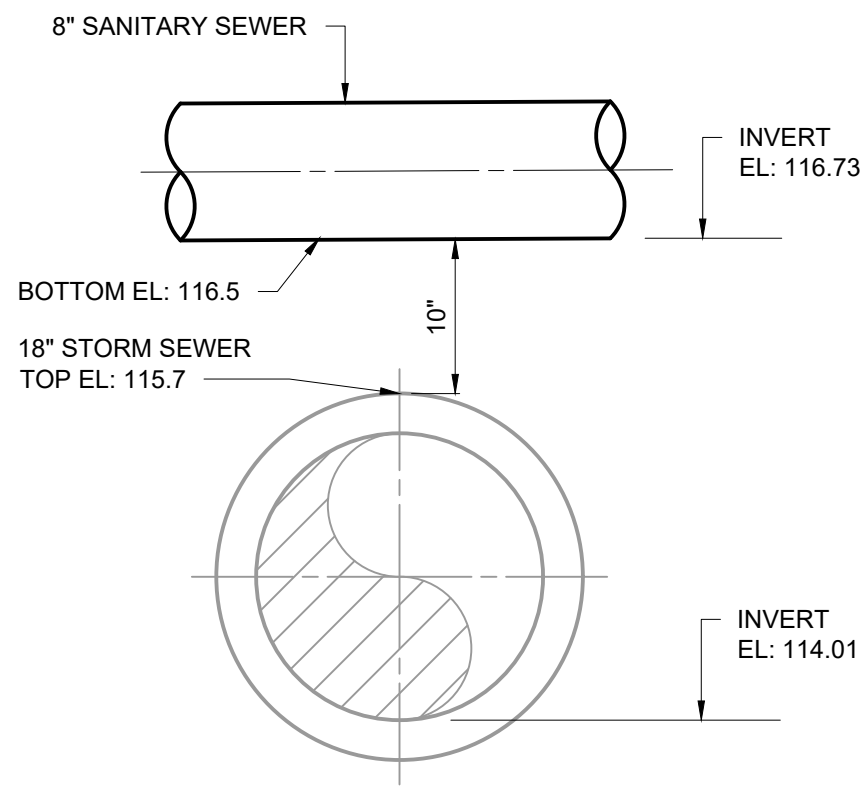
(STA 7+27.98 FLORAL STREET)
CONFLICT DETAIL 6

DETAIL	6
1' = 1'-0"	C-03A



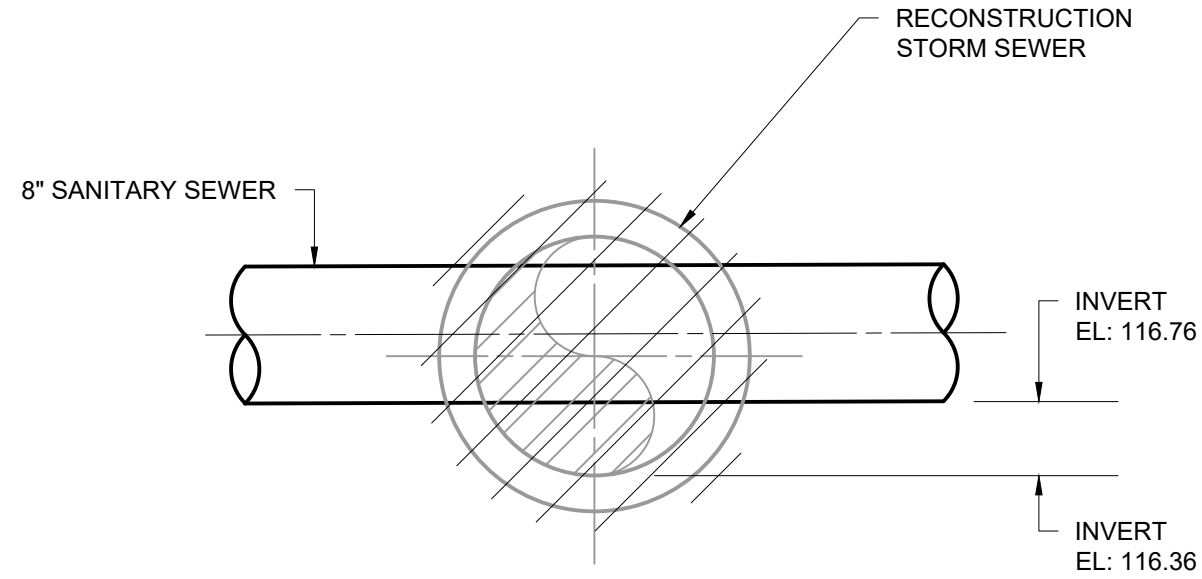
(STA 2+70.67 S CUMBERLAND AVE)
CONFLICT DETAIL 7

DETAIL	7
1' = 1'-0"	C-04



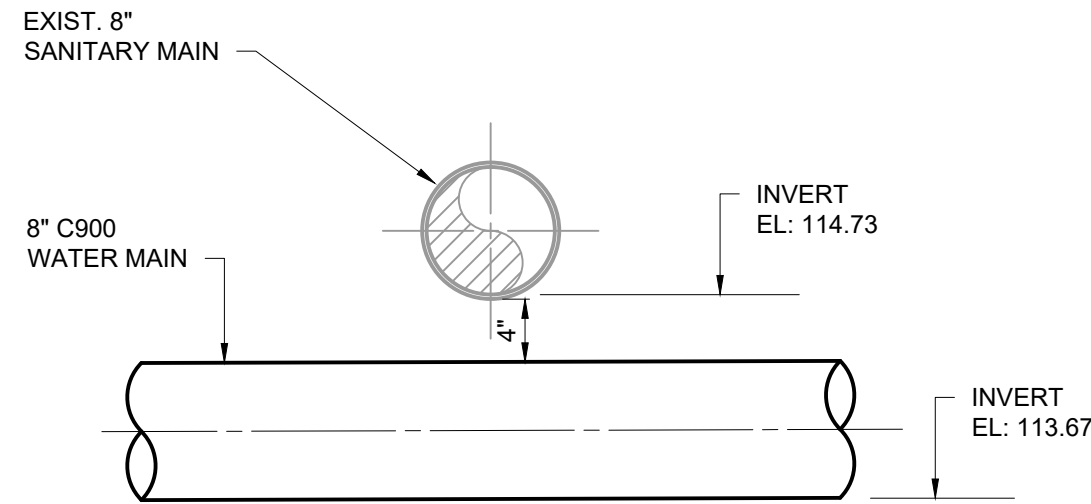
(STA 3+73.00 SILLS ALLEY)
CONFLICT DETAIL 8

DETAIL	8
1' = 1'-0"	C-06



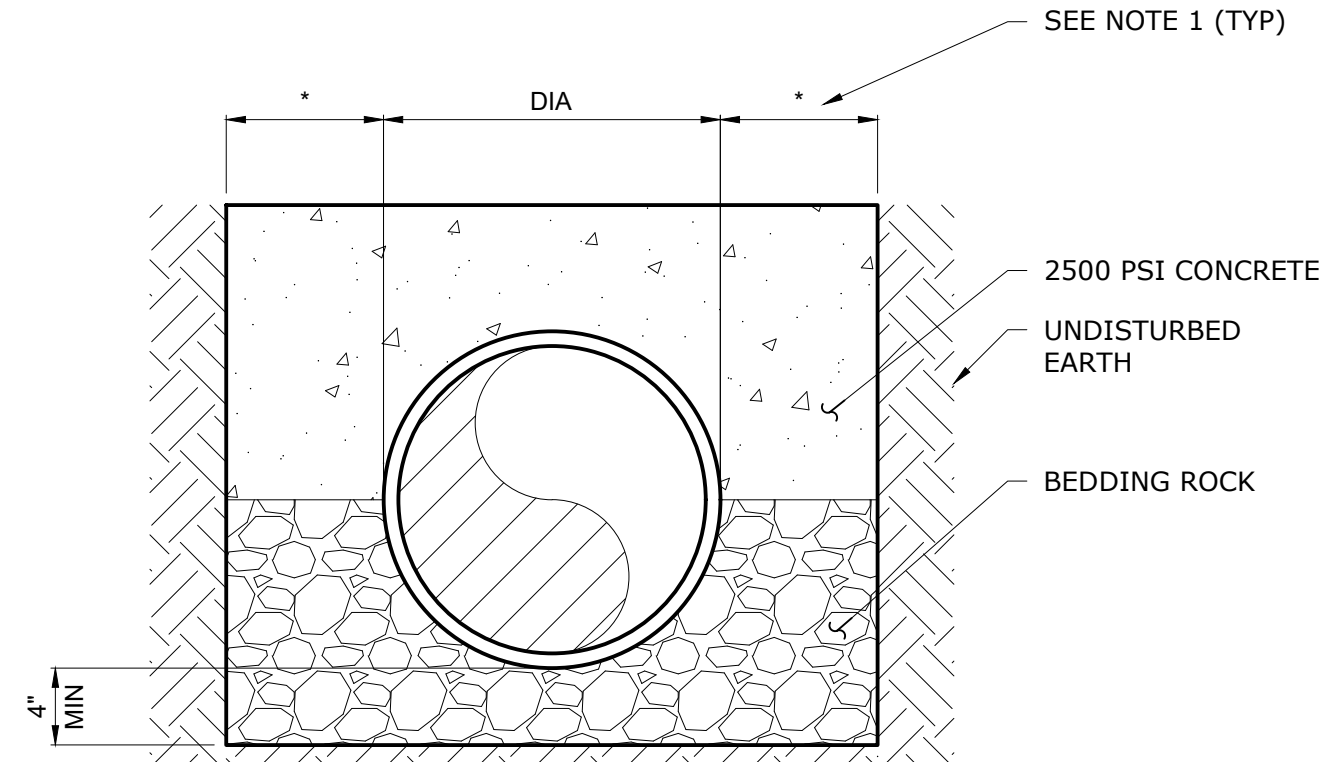
(STA 2+70.67 S CUMBERLAND AVE)
CONFLICT DETAIL 9

DETAIL	9
1' = 1'-0"	C-04A



(STA 6+90.00 CUMBERLAND AVE)
CONFLICT DETAIL 9

DETAIL	10
1' = 1'-0"	C-05



NOTES:

- 15" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIA 24" AND OVER.

CONCRETE ARCH

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BIEBER
DESIGNED BY:	D. BIEBER
DRAWN BY:	C. LOMBANA
CHECKED BY:	M. PECKHAM
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DEREK W. BIEBER PE. No. 75500

Hazen
HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814


CITY OF OCOEE
UTILITIES DEPARTMENT
DOWNTOWN FLORAL STREET
SEWER PROJECT

CONFLICT DETAILS

DATE:	AUGUST 2023
HAZEN NO.:	41154-001
CONTRACT NO.:	1
DRAWING NUMBER:	CD-10

STAFF REPORT

Meeting Date: August 15, 2023
Item #: 12

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Notification of an Emergency Purchase of a new Weir Gate with Veolia Water Technologies in accordance with Section 21.6 of the City of Ocoee Code of Ordinances. (Utilities Director Croteau)

Background Summary:

During the week of July 3, 2023, the effluent weir gate on the Oxidation Ditches at the Wastewater Treatment Plant (WWTP) failed. The weir gate was 30 years old and was original to the plant. The weir gate is a critical component of wastewater treatment as it allows a complete mix of the process and prevents the system from short circuiting.

Without a functioning weir gate, the WWTP cannot achieve full treatment. However, staff built and installed a temporary gate that has allowed the plant to continue to function, albeit at a slightly lower level. This solution is not ideal and staff contacted Veolia Water Technologies, the original designer of the WWTP and sole single source vendor for WWTP parts, who advised there would be a 8-9 week lead time for production of a new weir gate and, after receiving approval from the City Manager, Staff advised Veolia Water Technologies to proceed with production.

Issue:

Provide notification to the Honorable Mayor and City Commissioners of an Emergency Purchase that exceeds the City Manager's normal purchase authority in accordance with Section 21.6 of the City of Ocoee Code of Ordinances.

Recommendations:

Attachments:

1. Quote

Financial Impacts:

\$205,398.25

Type of Item: Consent

QUOTE NO. 071223

DATE: 07.12.23

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 08.12.23
THIS QUOTE IS VALID FOR 30 DAYS

To Trent Hopper
Ocoee WWTP FL
1800 AD Mims Road
Ocoee, FL 34761
1.407.427.3054
Thopper@occoee.org

FROM: Tony Cook
Customer Solutions Manager - Southeast USA
Mobile: 919.931.9044
Email: tony.cook@veolia.com

SALES PERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Ocoee WWTP ditch	Net 30 Days	DDP Prepaid & Add Destination	8 - 9 WEEKS WEIRS 14 - 16 WEEKS FOR ACTUATORS
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL
2	FULL SERVICE LABOR TO REMOVE AND REPLACE DITCH EFFLUENT WEIRS: VEOLIA SCOPE OF SUPPLY: - PROCURE AND DELIVER NEW EFFLUENT WEIR GATES, 5 METER, 304 SS			
2	VEOLIA SCOPE OF WORK: -REMOVE OLD WEIR AND ACTUATOR. SET DOWN ON THE GROUND. -ATTACH NEW WEIR TO ANCHOR BOLT ON LEDGE. -ATTACH SUSPENSION ROD TO WEIR AND SET. -CHECK LUBRICATION ON ACTUATOR LOWER THRUST BEARING. ADD IF NEEDED. - INSTALL ADJUSTABLE SCUM BOARD. -CHECK GROUT CAPS AND REPLACE IF NECESSARY. -TEST RUN AND TURN OVER TO OCOEE OPERATIONS -ACTUATOR INSTALL LABOR NOT INCLUDED			
2	KRUGER'S STANDARD BEAM MOUNTED ACTUATOR FOR OXIDATION DITCH EFFLUENT WEIR. 460/3/60; 4-20MA IN/OUT; MACHINED "A" DRIVE STEM COVER; 1.5-4 LH ACME SPINDLE; MOTOR 50 HP. INCLUDES PROTECTIVE HOUSING ASSEMBLY AND NEW 304 SS SUSPENSION ROD TO CONNECT ACTUATOR TO WEIR GATE. EQUIPMENT ONLY, INSTALL NOT INCLUDED			
	Type of Actuator	Electric		
	Power Requirements	3 Phase, 460 V, 60Hz		
	Compressed Air Requirement if Pneumatic	No		
	Spring Return	No		
	Modulating Control	Yes		
	Fail Status (Open or Closed)	Yes		
	Motor HP	0.5		
	Motor RPM	3,600/26		
	Positioner Required (4-20 mA input)	Yes		
	Position Feedback Required (4-20 mA output)	Yes		
	Local Push Buttons Required?	Yes		

Paint (Special or Standard)	Std		
Manual Override?	Yes		
Torque Switches?	Yes		
Limit Switches?	Yes		
Thermal Overloads?	Yes		
CITY OF OCOEE SCOPE OF SUPPLY:			
1. CRANE + CRANE OPERATOR TO LIFT WEIR GATES			
Confidential, Do not share with third parties			

SUBTOTAL	\$195,119.08
ESTIMATED FREIGHT	\$10,279.17
SALES TAX	If applicable
TOTAL	\$205,398.25

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

**PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.**

Quotation 071223 prepared by: Tony Cook

To accept, sign here and return*: _____

Purchase Order Number to reference (Optional): _____

PLEASE NOTE:
A signed Quotation is required to process order.
If you submit a PO, please reference Veolia Water
Technologies, Inc. (dba Kruger) Quotation
number to process order.

Veolia Water Technologies, Inc (dba Kruger) - The Quote is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject the attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale for Parts Orders as detailed herein. No additional terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - PARTS ORDERS

- 1. APPLICABLE TERMS.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. PAYMENT.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
- 3. DELIVERY.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are DDP, Prepaid & Add Destination
- 4. OWNERSHIP OF MATERIALS.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. CHANGES.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 6. WARRANTY.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper

installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."

7. **INDEMNITY.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **FORCE MAJEURE.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **CANCELLATION.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **MISCELLANEOUS.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.
12. Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - SERVICE ORDERS

The terms and conditions set forth below govern all work or services requested by Client as described and set forth in the Quote of Veolia Water Technologies, Inc. ("Veolia") attached hereto. The provisions of said Quote govern the scope of services to be performed, including the time schedule, compensation, and any other special terms.

These terms and conditions shall apply unless expressly stated to the contrary or inconsistent with said Quote.

1. **COMPENSATION.** For services performed on a lump sum basis, Client agrees to compensate Veolia in accordance with the payment schedule (milestone payments or otherwise) specified in the Quote.
2. **INVOICES AND PAYMENT.** Unless otherwise stated in the Quote, invoices will be submitted as work is performed and payment is due within thirty (30) days of the invoice. Payment of invoices shall be in U.S. dollars. Client shall notify Veolia within fifteen (15) days of receipt of invoice of any charges associated with the invoice that Client disputes and contends that Client does not owe to Veolia. If Client so notifies Veolia, and if only a portion of the invoice is disputed, Client shall pay the undisputed portion within thirty (30) days of receipt or such portion shall be deemed delinquent. Any charges disputed by Client in good faith will not be deemed delinquent. However, should Veolia have to resort to legal action to collect disputed charges and Veolia is successful in such action, then Veolia will be entitled to recover its legal fees and expenses and collect interest at the rate of one and one-half (1-1/2%) percent per month on the collected disputed charges beginning thirty (30) days after receipt by Client of the invoice first containing the collected disputed charge. Client will be charged interest at the rate of one and one-half (1-1/2%) percent per month on the unpaid balance on all delinquent invoices. In the event that Client terminates or suspends Veolia's services or work prior to completion, Client shall pay, upon demand by Veolia, all outstanding invoices. Invoices not paid on demand when services are terminated or suspended shall be deemed delinquent. All costs and expenses, including reasonable legal fees and personnel costs incurred by Veolia to collect charges associated with delinquent invoices, or which are in dispute between Client and Veolia, shall be paid by Client. Veolia reserves the right to cease or suspend any or all work or services under this Agreement, upon five (5) days' written notice to Client, in the event Client fails to pay Veolia's invoices to Client when due and payable under this Agreement or if, in the Veolia's reasonable opinion, Client's financial condition or other circumstances reasonably suggest a future inability to pay and, thus, do not warrant Veolia's ongoing performance of its work or services.
3. **INDEPENDENT CONTRACTOR.** Veolia shall be an independent contractor and shall be fully independent in performing the services or work and shall not act or hold itself out as an agent, servant or employee of Client. This paragraph applies equally to Client.
4. **VEOLIA'S LIMITED WARRANTY FOR SERVICES.** The sole and exclusive warranty which Veolia makes with respect to the services is that the same shall be performed in accordance with generally accepted professional practices, and in compliance with the specifications provided to Veolia by Client; but only to the extent disclosed to and accepted by Veolia. Claims for defects, deficiencies, errors or omissions or any other claims for defective services must be made in writing within thirty (30) business days of Client's discovery of such alleged defect, deficiency, error or omission

or other claim (including defects that would have been discovered by a reasonably prudent investigation). In the event Veolia's performance of the services or any portion thereof, fails to conform to the above stated limited warranty, Veolia shall expeditiously initiate re-performance of the nonconforming services, or upon the mutual agreement of the parties, refund the amount of compensation paid to Veolia for such nonconforming services.

THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VEOLIA, AND ARE IN LIEU OF ALL OTHER WARRANTIES. VEOLIA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER STATUTORY, WRITTEN OR ORAL. VEOLIA DISCLAIMS, AND CLIENT WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **CLIENT'S WARRANTY.** Client warrants that a) it will provide to Veolia all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; b) that all work (which it performs that is likely to affect Veolia's work, if any) shall be performed in accordance with generally accepted professional practices; c) and it has title to or will provide right of entry or access to all property necessary to perform the work.
6. **INDEMNITY.** Subject to the limitations set forth in Section 8 below, Veolia shall indemnify, defend and hold Client harmless from any claim, cause of action or liability incurred by Client as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Veolia's negligence or willful misconduct. Veolia shall have the sole authority to direct the defense of and settle any indemnified claim. Veolia's indemnification is conditioned on Client (a) promptly notifying Veolia of any claim, and (b) providing reasonable cooperation in the defense of any claim. Subject to the limitations set forth in Section 8 below, Client agrees to indemnify, defend and hold Veolia harmless from and against any claim, cause of action or liability incurred by Veolia as a result of death or bodily injuries to any person, destruction or damage to any tangible property caused by Client's negligence or willful misconduct.
7. **ENVIRONMENTAL INDEMNIFICATION PROVISION.** Client agrees to indemnify, defend, and hold harmless Veolia from and against all losses, liabilities, claims, suits, costs, damages, investigation and clean-up costs, fines, penalties, including reasonable attorneys' fees, resulting from or relating to the actual alleged or threatened discharge, escape or release of toxic, hazardous, offensive, or dangerous materials, substances, chemicals or wastes at, on, into, or from the Property or facilities, except to the extent that any such loss is caused by the negligence or willful misconduct by Veolia or its officers, directors, or employees. This provision shall survive the expiration or termination of this Agreement and the Contract for any reason.
8. **CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY.** Neither Party shall be liable to the other for loss of anticipated or actual profit, loss of revenue, loss of use, loss of production, business interruption or any similar damage or for indirect, special, incidental, consequential, exemplary or punitive damages of any kind whether arising in contract, in tort (including negligence), or by operation of law. Veolia's total liability, whether arising from or based upon breach of warranty, breach of contract, tort, including negligence, errors and omissions, strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the net fee received by Veolia. This provision limiting Veolia's liability shall survive the termination, cancellation or expiration of the Agreement.
9. **INSURANCE.** During the performance or services or work under this Agreement, Veolia will, at its own expense, carry Workers' Compensation Insurance/Employer's Liability Insurance within limits required by law; Commercial General Liability Insurance for bodily injury and for property damage; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At Client's request, Veolia shall provide a Certificate of Insurance demonstrating Veolia's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be reduced in coverage or canceled until at least ten (10) days after written notice has been provided to Client.
10. **FORCE MAJEURE.** Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labor difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; terrorism, acts of God; extreme weather, storms named by NOAA, or any other causes which are beyond the reasonable control of the respective party. In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expenses accruing or arising from the delaying event shall be solely for the account of Client.

COVID-19: Veolia shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of a Veolia subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome."

In the event such consequences of the Covid-19 pandemic render Veolia's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to hereinabove.

11. **NOTICE.** Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by United States mail or email, to the physical or email address of the party for whom it is intended, or to such other address for either party as the party may by written notice designate.
12. **ASSIGNMENT/SUBCONTRACT.** Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the prior written approval of the other party hereto (except in the event that substantially all of the assets of the Client's facility are sold). Veolia shall have the right to subcontract any portion of the work.

- 13. MODIFICATION.** In the event modifications and/or changes are requested by Client after services have been performed, which, modifications and/or changes are through no fault of Veolia, or in the event additional work not covered by the Agreement is requested by Client, Veolia shall have the right to review such requests and notify Client of the effect on price, schedule or any other obligations assumed by Veolia under this Agreement. Subject to the availability of required resources and on a schedule compatible with Veolia's other schedules and commitments, Veolia shall initiate work on any such changes.
- 14. DELAYED AGREEMENTS AND INFORMATION.** The performance by Veolia of its obligations under this Agreement is contingent upon the Client performing its obligations in a timely manner and cooperating with Veolia to the extent required for completion of the work. Delays by Client in providing information or approvals, or performing its contractual obligations may result in an adjustment of contract price and schedule.
- 15. CONSTRUCTION PHASE.** To the extent the work is related to or followed by construction work by others, Veolia shall not be responsible for the means, methods, techniques, schedule, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with its contractual requirements. Veolia will not direct, supervise or control the work of Client's contractors or Client's subcontractors.
- 16. REPORTS, DOCUMENTS AND INFORMATION.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Veolia, and all related intellectual property rights, shall remain Veolia's property. Veolia grants Client a non-exclusive, non-transferable license to use any such material solely for Client's use of the work. Client shall not disclose any such material to third parties without Veolia's prior written consent.
- 17. LIMITED USE OF REPORT.** Any report prepared as part of the work will be prepared solely for the use of Client. Third parties are not to rely upon the report, unless both Veolia and Client consent in writing to such reliance. In the event that Client provides the report to a third party without Veolia's written consent, Client will indemnify Veolia for any resulting loss or harm.
- 18. DISPOSAL OF CONTAMINATED MATERIAL.** It is understood and agreed that Veolia is not, and has no responsibility as, a generator, operator, owner, treater, or storer of pre-existing substances or wastes found or identified at work sites. Veolia shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Veolia has or had title to such materials. Client will indemnify and hold harmless Veolia from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Veolia as a generator, operator, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.
- 19. SUSPENSION OR TERMINATION.** In the event the work is terminated or suspended by Client prior to the completion of the services contemplated hereunder, Veolia shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, (iii) the costs incurred with respect to non-cancelable commitments, and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of North Carolina. Any litigation shall be heard in a state or federal court in Wake County, North Carolina.
- 21. HEADINGS AND SEVERABILITY.** Headings preceding the text of enumerated sections are inserted solely for convenience and shall not constitute a part of the Agreement nor affect the meaning, content, effect or construction of this Agreement. Every part, term or provision of this Agreement is severable from all others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.
- 22. MISCELLANEOUS.** Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A. ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.
- 23. ENTIRE AGREEMENT.** The terms and conditions set forth herein, along with the Quote, constitute the entire Agreement and understanding of the parties relating to the work or services provided by Veolia to Client, and merge and supersede all prior agreements, commitments, representations, writings and discussions between them, and shall be incorporated in all work orders, purchase orders and authorizations unless otherwise so stated by typed or handwritten, but not by pre-printed, words therein. The terms and conditions may be amended only by a written instrument signed by both parties.
- 24. ESCALATION.** If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of Veolia, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.0% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to Veolia that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources.

STAFF REPORT

Meeting Date: August 15, 2023
Item #: 13

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for Flores Property at 2121 Lauren Beth Avenue - Annexation & Rezoning from Orange County A-1 to City of Ocoee R-1 (AX-05-23-05 & RZ-23-05-05). (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance: The First Reading was held on Tuesday, August 1, 2023.

Owner/Applicant: Filiberto Flores Medina

General Location: The property is located in Commission District 4 - Commissioner Ages Hart, on the east side of Lauren Beth Avenue, beginning approximately 217 feet north of Nicole Boulevard.

Property Size and Parcel ID No.: The property contains approximately 0.97 acres and is assigned parcel identification number 04-22-28-0000-00-014.

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

Current Future Land Use (FLU) Map Designation	Current Zoning	Existing Land Use	Overlays/Unique Features
Low Density Residential (4 units per acre)	County A-1	Single Family Dwelling	N/A

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

Direction	Jurisdiction	FLUM Designation	Zoning	Existing Land Use
North	City	Low Density Residential/ Conservation	PUD-LD	Vacant, wooded with wetlands
South	City	Low Density Residential	PUD-LD	Vacant, wooded with wetlands
East	City	Low Density Residential	PUD-LD	Vacant, wooded with wetlands

West	County	Rural	A-1	Single Family Dwelling
------	--------	-------	-----	------------------------

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

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City R-1	Single Family Dwelling	Conventional R-1 standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the north, east and south by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, since this parcel is an enclave by itself, the annexation eliminates an enclave and furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The proposed R-1 zoning classification is consistent with FLUE Policy 1.15, which stipulates that the City may assign an initial zoning after annexation in a manner that is consistent with both the Future Land Use Map and the JPA Agreement.

Access: Access will continue to be via Lauren Beth Avenue.

Utilities: The property owner has requested water service from the City. The Utilities Department has indicated that City water service will become available upon the completion of construction of the Reserve at Lake Meadow development, which surrounds this parcel. Sewer service is not available at this time.

Transportation: No issues are anticipated as the property is entitled to have one (1) single family dwelling.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 1.9 miles of the property and can be provided within a five (5) minute response time at a 750 gpm water flow. Police service is available within 5.6 miles (Policy Patrol Zone 55) within a 14-minute response time for non-emergency services.

An Annexation Feasibility & Public Facilities Analysis Report was completed for this property. See attached document for complete report.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single Family Dwelling District)

of the Flores Property located at 2121 Lauren Beth Avenue, assigned parcel ID number 04-22-28-0000-00-014?

Recommendations:

Development Review Committee

The Development Review Committee (DRC) considered the request for annexation and rezoning for the Flores Property, located at 2121 Lauren Beth Avenue and assigned parcel ID number 04-22-28-0000-00-014, at its Thursday, June 29, 2023 meeting and, identifying no issues, made a recommendation of approval.

Planning & Zoning Commission

The Planning and Zoning Commission considered the request for annexation and rezoning for the Flores Property, located at 2121 Lauren Beth Avenue and assigned parcel ID number 04-22-28-0000-00-014, at its July 11, 2023 hearing and, identifying no issues, made a recommendation of approval.

Staff Recommendation

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee R-1 (Single Family Dwelling District) of the Flores Property located at 2121 Lauren Beth Avenue, assigned parcel ID number 04-22-28-0000-00-014.

Attachments:

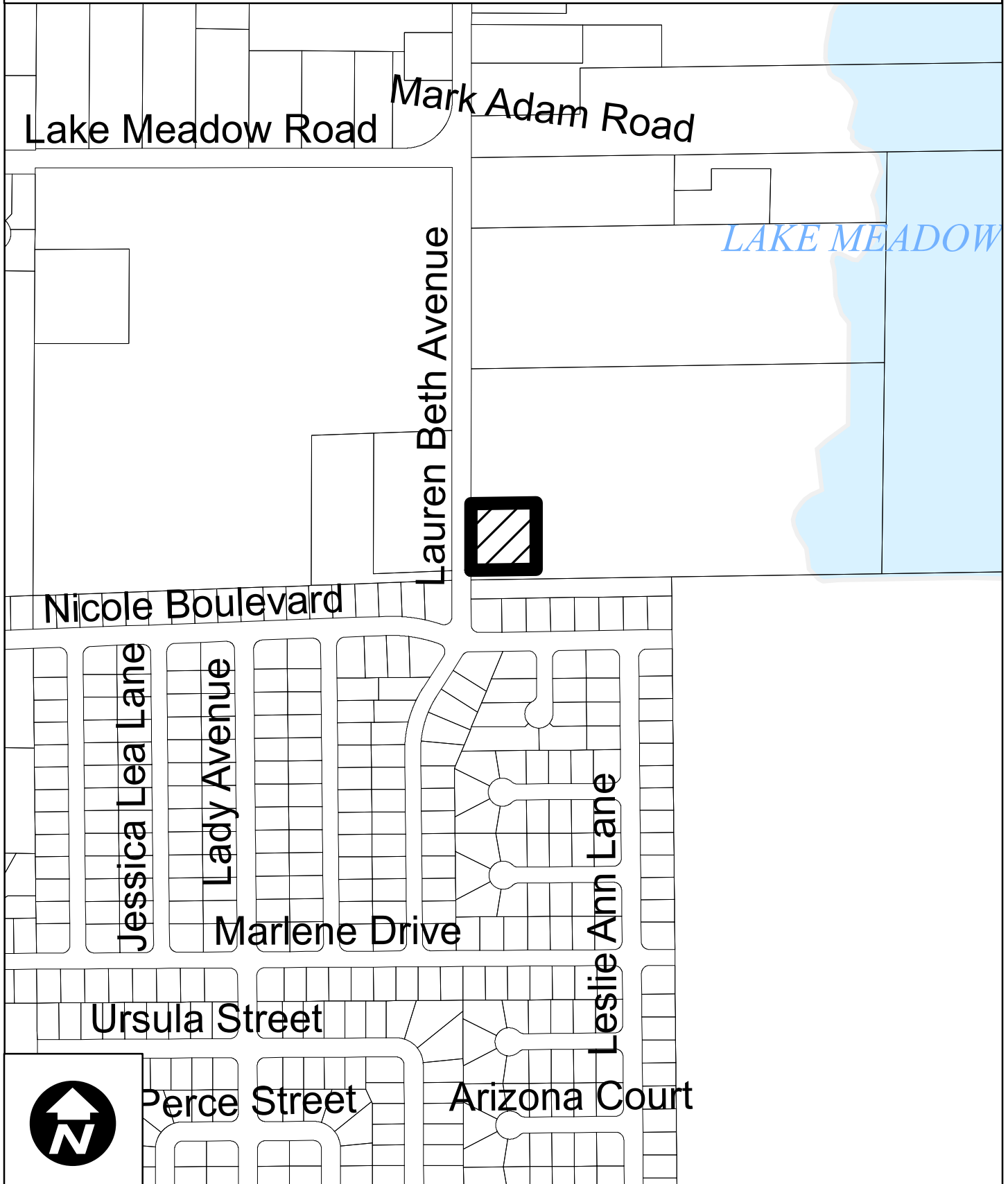
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Feasibility Report
6. Annexation Ordinance
7. Rezoning Ordinance
8. Advertisements

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

2121 Lauren Beth Avenue Annexation/Rezoning Location Map



2121 Lauren Beth Avenue Annexation/Rezoning Aerial Map



2121 Lauren Beth Avenue Annexation/Rezoning Surrounding Future Land Use Map



OCOEE
florida
Development Services
Department

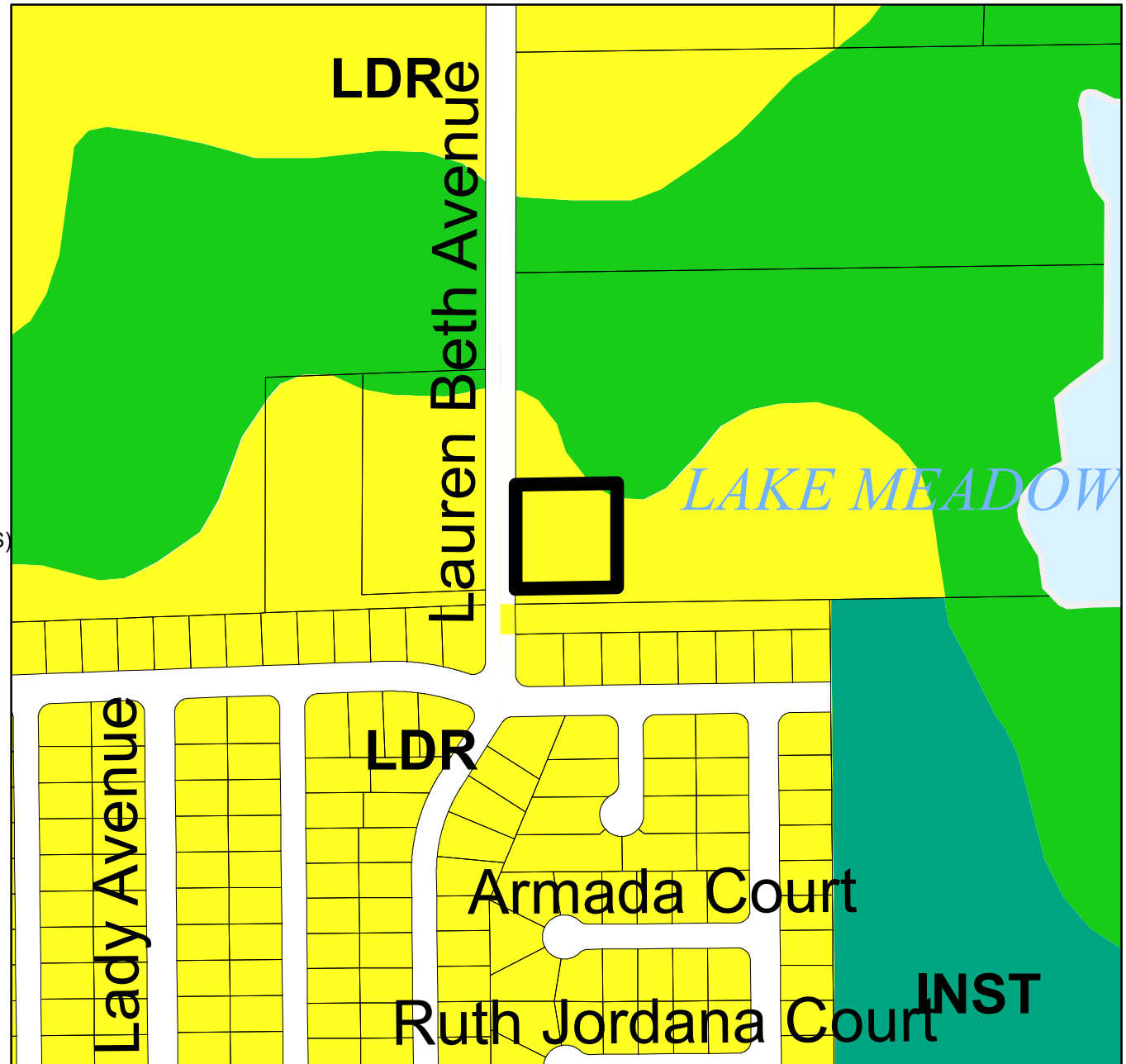
0 75 150 300
Feet

Created: month year

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



2121 Lauren Beth Avenue Annexation/Rezoning Surrounding Zoning Map



Development Services
Department

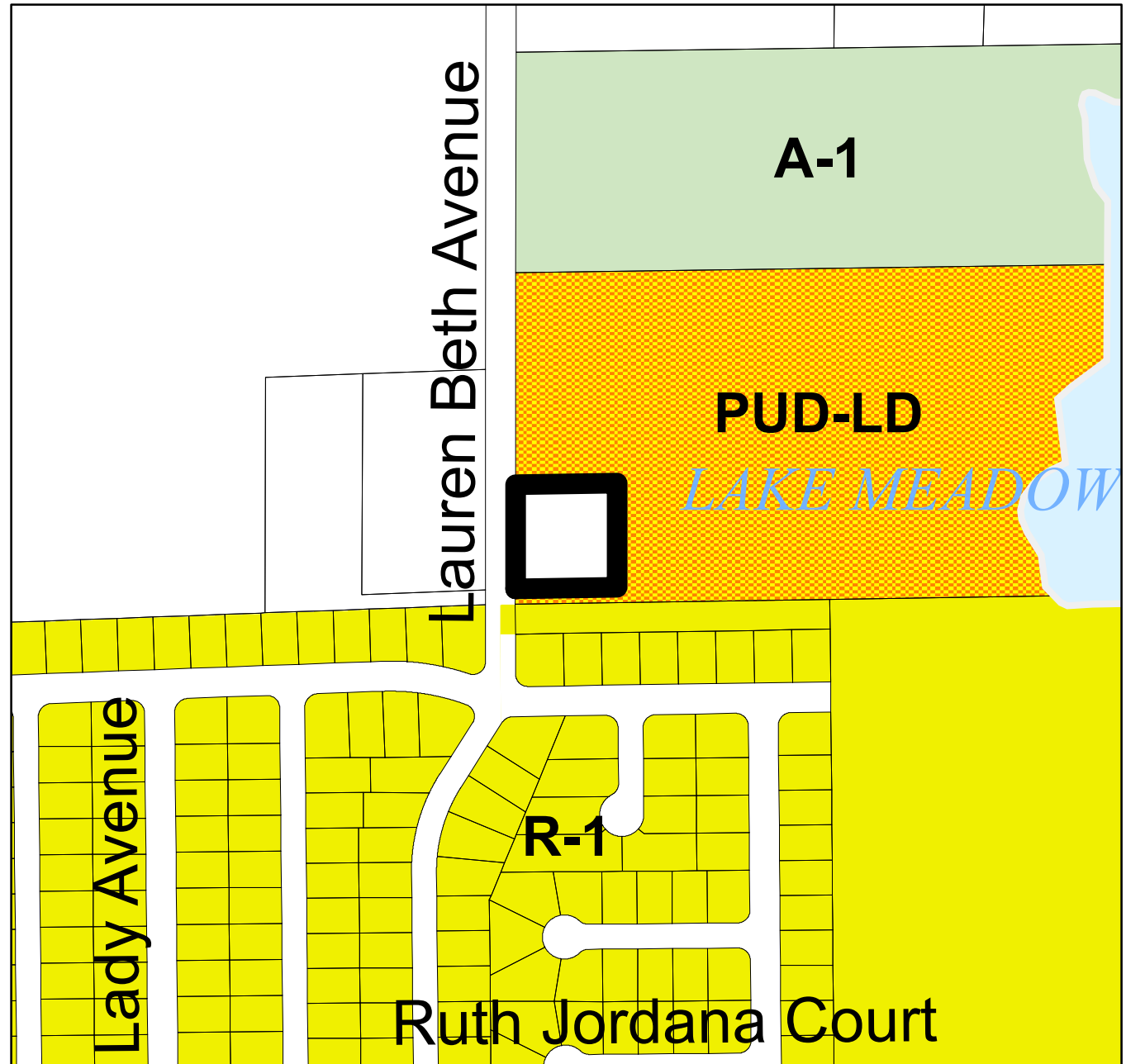
0 75 150 300
Feet

Created: month year

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-05-23-05 & RZ-23-05-05

APPLICANT NAME: Filiberto Flores Medina

PROJECT NAME: 2121 LAUREN BETH AVENUE – FLORES PROPERTY

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT		Anoch Whitfield, Zoning Manager
A. Applicant/Owner		
1. Owner (if different from Applicant):	Filiberto Flores Medina	
B. Property Location		
1. General Location:	The property is generally located on the east side of Lauren Beth Avenue, beginning approximately 217 feet north of Nicoel Boulevard.	
2. Parcel Identification Number:	04-22-28-0000-00-014	
3. Street Addresses:	413 Whittier Avenue	
4. Size and Number of Parcels:	0.97 acres (1 parcel)	
C. Use Characteristics		
1. Existing Use:	Single-family dwelling	
2. Proposed use:	Single-family dwelling	
3. Density / Intensity:		
4. Projected Population:	N/A	
D. Zoning and Land Use		
1. Orange County Future Land Use:	Low Density Residential	
2. Orange County Zoning:	A-1	
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM	
4. Proposed Ocoee Zoning:	R-1	
E. Consistency		
1. Joint Planning Area:	Yes	
2. Comprehensive Plan:	Yes	
II. FIRE DEPARTMENT		
1. Estimated Response Time:	Less than 5 min	
2. Distance to Property:	1.9 miles	
3. Fire Flow Requirements:	750 gpm	
III. POLICE DEPARTMENT		
1. Police Patrol Zone / Grid / Area:	55	
2. Estimated Response Time:	4 minutes and 4 seconds (emergency)	
3. Distance to Property:	5.6	
3. Average Travel Time	14 minutes (non-emergency)	

IV. ECONOMIC VALUE		Anoch Whitfield, Zoning Manager
1. Property Appraiser Market Value:	\$86,159 (as improved land in County)	
2. Property Appraiser Taxable Value	\$63,139 (as improved land in County)	
3. Estimated City Ad Valorem Taxes:	TBD	
4. Anticipated Licenses & Permits:	TBD	
5. Potential Impact Fees:	TBD	
6. Total Project Revenues:	TBD	

V. PUBLIC WORKS DEPARTMENT	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES		Jennifer Bolling, Engineering Manager
A. Potable Water		
1. In Ocoee Service Area:	Water service for 2121 Lauren Beth Ave is not currently available but will be available upon completion of construction for the Reserve at Lake Meadow project.	
2. City Capable of Serving Area:		
3. Extension Needed:		
4. Location and Size of Nearest Water Main:		

B. Sanitary Sewer		
1. In Ocoee Service Area:	Sewer service is not available at this time.	
2. City Capable of Serving Area:		
3. Extension Needed:		
4. Location and Size of Nearest Force Main:		
5. Annexation Agreement Needed:		

C. Other		
1. Utility Easement Needed:		
2. Private Lift Station Needed:		
3. Well Protection Area Needed:		

VII. TRANSPORTATION		Anoch Whitfield, Zoning Manager
1. Paved Access:	Yes – Lauren Beth Avenue	
2. ROW Dedication:	No	
3. Traffic Study:	No	
4. Traffic Analysis Zone:		

VIII. PRELIMINARY CONCURRENCY EVALUATION

A. Transportation:	N/A
B. Parks / Recreation:	N/A
C. Water / Sewer:	N/A
D. Stormwater:	N/A
E. Solid Waste:	N/A
F. Impact Fees:	N/A (Site currently has a single family dwelling)

IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Anoch Whitfield, Zoning Manager

**ORDINANCE NO. 2023-
(Annexation Ordinance for 2121 Lauren Beth Avenue –
Flores Property)**

TAX PARCEL ID: 04-22-28-0000-00-014

CASE NO. AX-05-23-05: 2121 Lauren Beth Avenue – Flores Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.97 ACRES LOCATED ON THE EAST SIDE OF LAUREN BETH AVENUE, BEGINNING APPROXIMATELY 217 FEET NORTH OF NICOLE BOULEVARD, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.97 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on July 11, 2023, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2023

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. _____

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

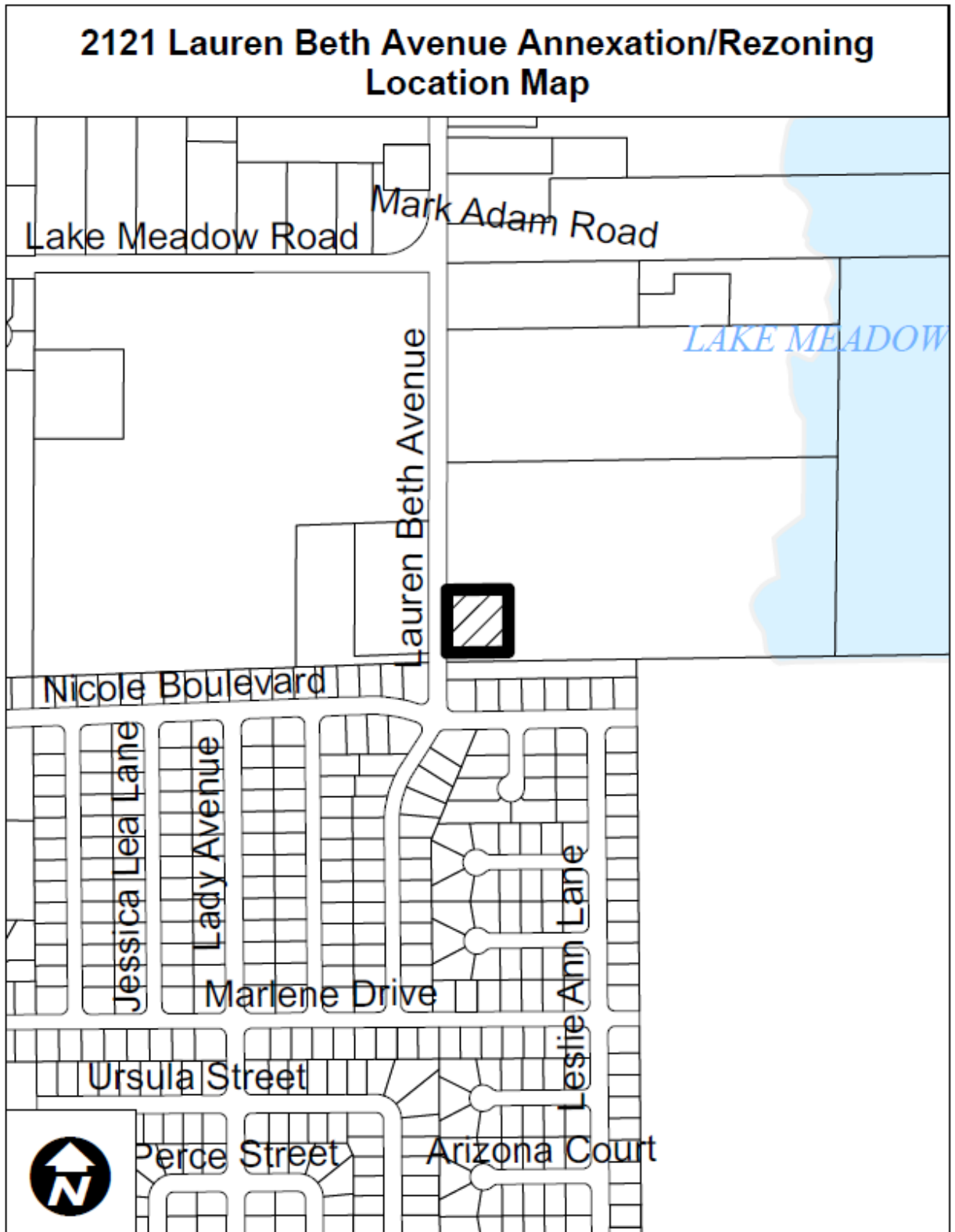
LEGAL DESCRIPTION

PARCEL ID NO.: 04-22-28-0000-00-014

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, THEN GO EAST 233.5 FEET, THEN NORTH 238.5 FEET, THENCE WEST 233.5 FEET, THENCE SOUTH 238.5 FEET TO THE POINT OF BEGINNING IN SEC 04-22-28, LESS ROADS AND LESS THE SOUTH 30 FEET THEREOF, ALL LYING AND BEING IN SECTION 04, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2023-
(Rezoning Ordinance for 2121 Lauren Beth Avenue
– Flores Property)**

TAX PARCEL ID: 04-22-28-0000-00-014

CASE NO. RZ-23-05-05: 2121 Lauren Beth Avenue – Flores Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE R-1 (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.97 ACRES LOCATED ON THE EAST SIDE OF LAUREN BETH AVENUE, BEGINNING APPROXIMATELY 217 FEET NORTH OF NICOLE BOULEVARD, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.97 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County A-1 to City of Ocoee R-1; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on July 11, 2023, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission

find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on August 15, 2023, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.97 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 to City of Ocoee R-1. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed and rescinded.

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

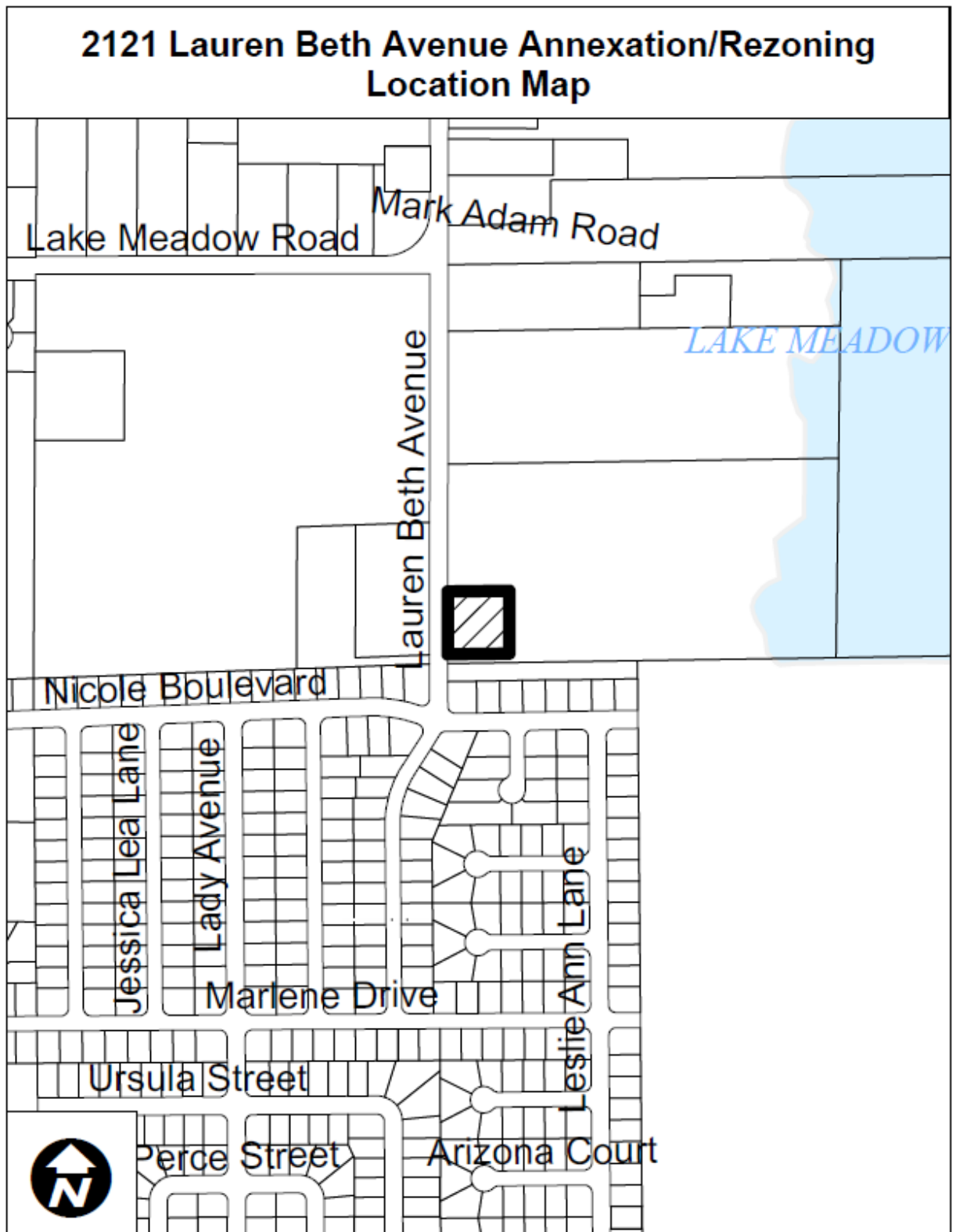
LEGAL DESCRIPTION

PARCEL ID NO.: 04-22-28-0000-00-014

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EXHIBIT "B"

LOCATION MAP



Advertisement or Article

FIRST INSERTION

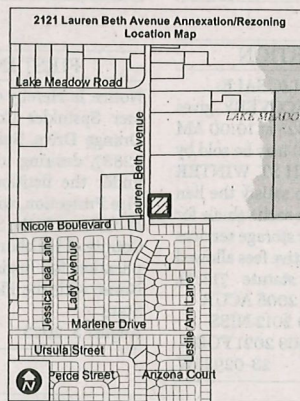
**CITY OF OCOEE
NOTICE OF PUBLIC HEARING
2121 LAUREN BETH AVENUE - FLORES PROPERTY
ANNEXATION**

CASE NUMBER: AX-05-23-05

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), Article IV, Section 4-5, and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, AUGUST 15, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for the 2121 Lauren Beth Avenue - Flores Property. The property is assigned Parcel ID # 04-22-28-0000-00-014 and consists of approximately 0.97 acres. The property is located on the east side of Lauren Beth Avenue, beginning approximately 217 feet north of Nicole Boulevard. The property is currently developed with a single-family residential dwelling.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested annexation is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request for annexation is approved, the annexation will incorporate the property into the City of Ocoee.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.97 ACRES LOCATED ON THE EAST SIDE OF LAUREN BETH AVENUE, BEGINNING APPROXIMATELY 217 FEET NORTH OF NICOLE BOULEVARD, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Planning Division located at 1 N Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing, and no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

August 3, 10, 2023

23-03105W

2B The West Orange Times Thursday, August 3, 2023

Advertisement or Article

FIRST INSERTION

CITY OF OCOEE

NOTICE OF PUBLIC HEARING

2121 LAUREN BETH AVENUE - FLORES PROPERTY

REZONING FROM ORANGE COUNTY A-1 TO CITY OF OCOEE R-1

CASE NUMBER: RZ-23-05-05

NOTICE IS HEREBY GIVEN, pursuant to Article I, Subsections 1-10(A)(1), and Article V, Section 5-9, of the City of Ocoee Land Development Code, that on **TUESDAY, AUGUST 15, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the 2121 Lauren Beth Avenue - Flores Property. The property is assigned Parcel ID # 04-22-28-0000-00-014 and consists of approximately 0.97 acres. The property is located on the east side of Lauren Beth Avenue, beginning approximately 217 feet north of Nicole Boulevard. The property is currently developed with a single-family residential dwelling.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE R-1 (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.97 ACRES LOCATED ON THE EAST SIDE OF LAUREN BETH AVENUE, BEGINNING APPROXIMATELY 217 FEET NORTH OF NICOLE BOULEVARD, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Planning Division located at 1 N. Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing, and no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

August 3, 2023

23-03108W

STAFF REPORT

Meeting Date: August 15, 2023
Item #: 14

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Covington Oaks Large Scale Preliminary Subdivision Plan (LS-2023-001). (Zoning Manager Whitfield)

Background Summary:

Owner/Applicant: JeBailey & Co. Development (represented by Zach Decker, Project Manager)

General Location: The subject property is within Commission District 4 - Commissioner Ages Hart. It is located generally on the north side of A. D. Mims Road approximately 1,637.5 feet west of North Apopka Vineland Road.

Property Size: The property is approximately 9.94 acres in size.

Existing Site Conditions: The site is currently a wooded unimproved parcel with a few scattered surface waters in the northern portion of the property. There is also an existing 20-foot drainage easement along the north property boundary. The property is designated Low Density Residential (LDR) on the Future Land Use (FLU) Map, which allows density at up to 4 dwelling units per acre and was recently rezoned from A-1 (General Agriculture) to R-1A (Single Family Dwelling District) (City Commission hearing on October 4, 2022). The table below lists the jurisdictions, future land use designations, zoning classifications, and existing land uses of the surrounding parcels:

Direction:	Jurisdiction	Future Land Use	Zoning / Existing Land Use
North	City	Low Density Residential	A-1 / Single-family residential
East	City	Low Density Residential	R-1A / Single-family residential
South	County	Low Density Residential per JPA	A-1 / Single-family residential
West	City	Low Density Residential	R-1A / Single-family residential

Proposed Site Conditions/Development: The applicant proposes a 17-lot single-family detached residential subdivision with 80-foot wide quarter-acre lots. The proposed density is 1.7 units per acre, which is consistent with the Low Density Residential FLU designation.

Transportation & Access: The lots will be served by a new roadway with a 50-foot right-of-way. The new roadway will be designed and constructed to City standards and dedicated to the City.

Utilities: Due to the lack of central sewer, the subdivision will be developed with quarter (1/4) acre lots in order to accommodate private septic systems on each lot. Water will be provided by the City, which will be finalized in the engineering and Large-Scale Final Subdivision Plan.

Open Space/Wekiva/Drainage Requirements: The proposed PSP will preserve approximately 3.172 acres (roughly 32%) in the northern portion of the parcel for open space, which will maintain much of the existing canopy. The stormwater pond and upland area around it contribute to the 35% open space required for the Wekiva Study Area. The stormwater pond will be a private pond that will be owned and maintained by the Homeowners Association (HOA).

Schools: No adverse impacts are anticipated as there is no increase in density. Instead, development of the 17-lot subdivision would result in a net decrease of 23 dwelling units from the 40 maximum units allowed in the Low Density Residential FLU designation.

Issue:

Should the City Commission approve a 17-lot Large-Scale Preliminary Subdivision Plan (PSP) for the Covington Oaks development, located at 8667 A. D. Mims Road and assigned Parcel ID # 10-22-28-0000-00-004?

Recommendations:

DRC Recommendation

The Development Review Committee (DRC) met on Thursday, June 29, 2023, to consider the proposed 17-lot Large-Scale Preliminary Subdivision Plan for Covington Oaks, located at 8667 A. D. Mims Road. The DRC discussed the need to ensure that any wetlands will be maintained and existing utility lines and easements within the northern portion of the property be maintained or, if damaged, repaired at the property owner's/applicant's expense. Following a discussion of outstanding staff comments, the DRC made a recommendation of approval of the Large-Scale Preliminary Subdivision Plan (PSP) subject to the following conditions:

1. Shifting the lots northward by approximately five (5) feet in order to create an open space tract between Lots 1 and 9 and the A. D. Mims Road right-of-way,
2. Revising the 10-Ft Utility and Sidewalk Easement to include "access" to the benefit of the City, and
3. Resolution of outstanding staff comments via a revised Preliminary Subdivision Plan.

Planning and Zoning Commission (PZC) Recommendation

The Planning and Zoning Commission considered this item at its July 11, 2023 public hearing. Staff stated that the applicant team acknowledged the need to ensure that any wetlands will be maintained and existing utility lines and easements within the northern and eastern portion of the property will be maintained or, if damaged, repaired at the applicant/developer's expense. Following a discussion of outstanding staff comments, the PZC made a recommendation of approval of the Large-Scale Preliminary Subdivision Plan (PSP) subject to the following conditions:

1. Shifting the lots northward by approximately five (5) feet in order to create an open space tract between Lots 1 and 9 and the A. D. Mims Road right-of-way,
2. Revising the 10-Ft Utility and Sidewalk Easement to include "access" to the benefit of the City, and
3. Resolution of outstanding staff comments via a revised Preliminary Subdivision Plan.

Staff Recommendation

Staff recommends that the City Commission approve the 17-lot Large-Scale Preliminary Subdivision Plan (PSP) for the Covington Oaks development, located at 8667 A. D. Mims and assigned parcel ID number 10-22-28-0000-00-004, subject to the following conditions:

1. Existing wetlands will be maintained, and existing utility lines and easements within the northern and eastern portion of the property will be maintained or, if damaged, repaired at the applicant/developer's expense,
2. Shifting the lots northward by approximately five (5) feet in order to create an open space tract between Lots 1 and 9 and the A. D. Mims Road right-of-way,
3. Revising the 10-Ft Utility and Sidewalk Easement to include "access" to the benefit of the City, and
4. Resolution of outstanding staff comments via a revised Preliminary Subdivision Plan.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Plans
6. Advertisement

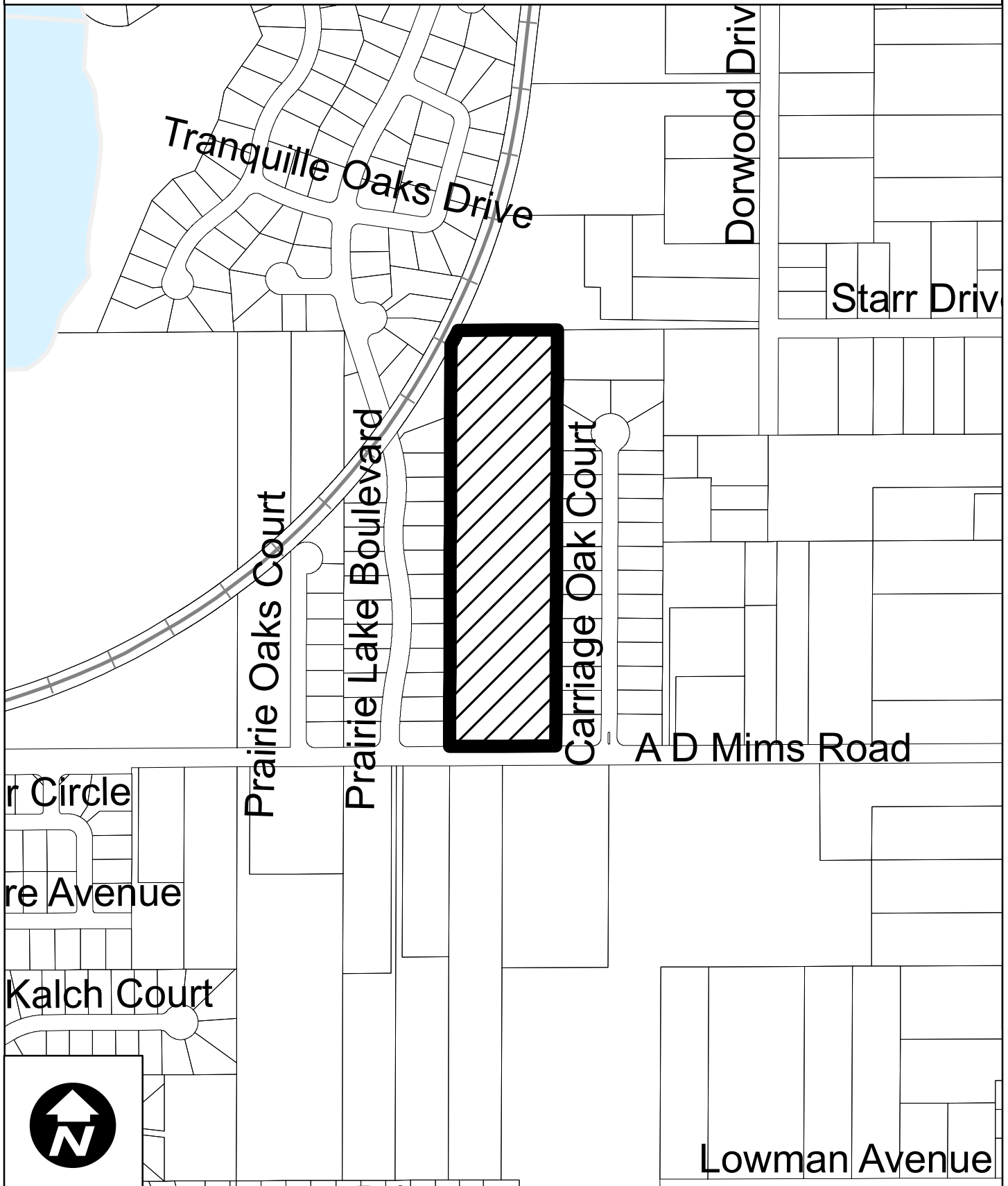
Financial Impacts:

N/A

Type of Item: Public Hearing

Covington Oaks Preliminary Subdivison Plan

Location Map



Covington Oaks Preliminary Subdivision Plan

Aerial Map



Covington Oaks Preliminary Subdivision Plan Surrounding Future Land Use Map



Development Services
Department

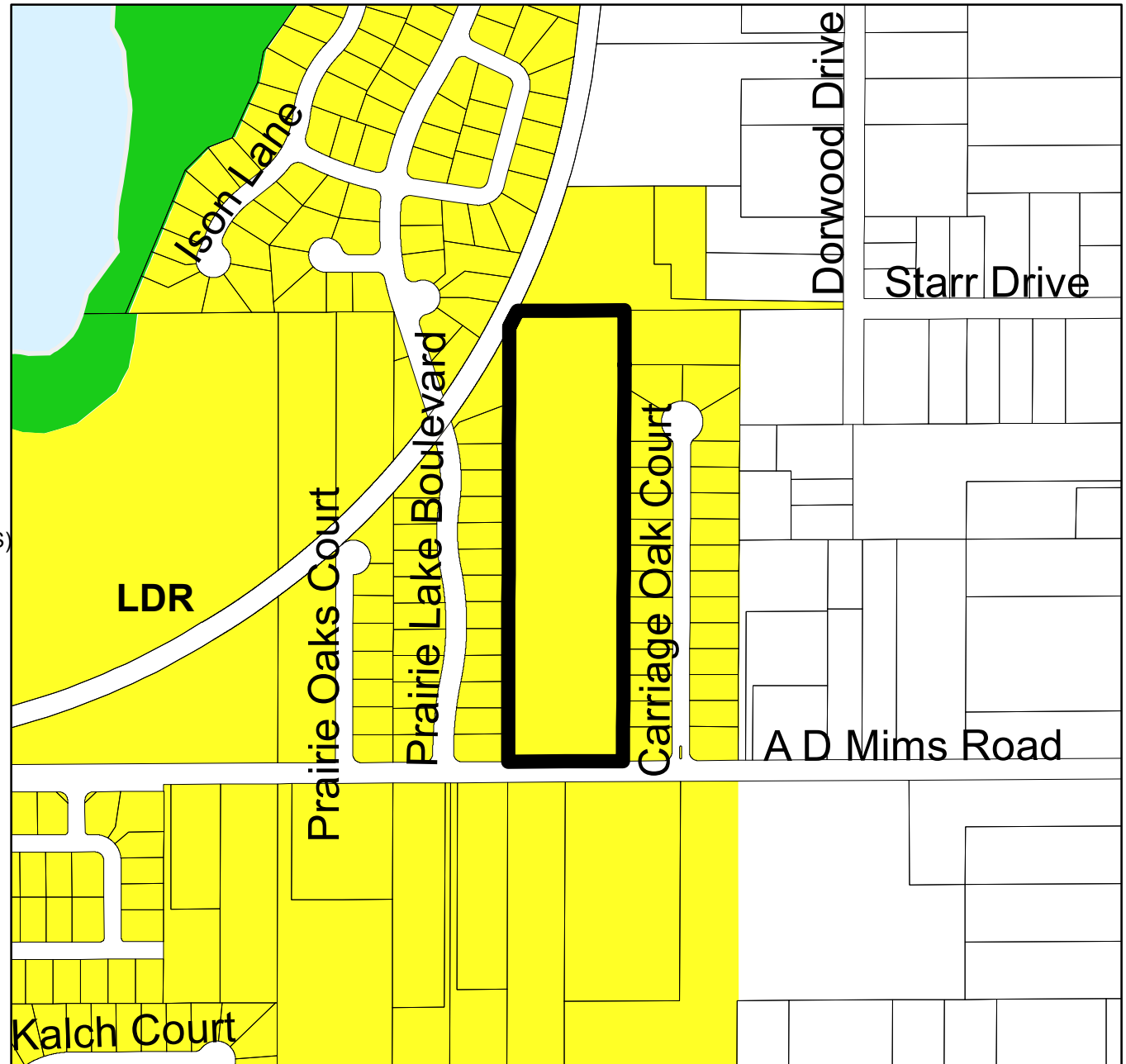
0 112.5 225 450
Feet

Created: month year

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



Covington Oaks Preliminary Subdivision Plan Surrounding Zoning Map



OCOEE
Florida
Development Services
Department

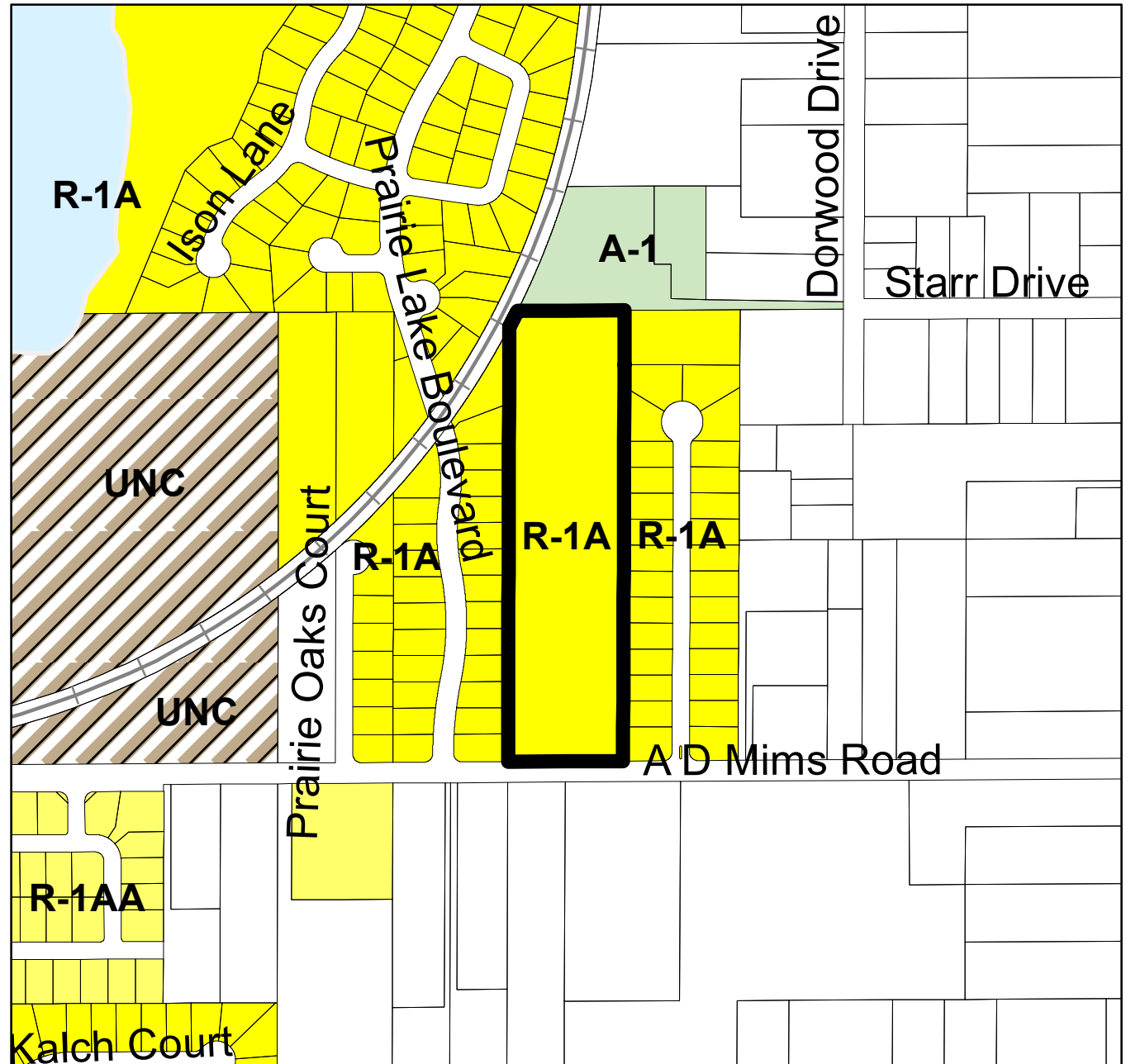
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Feet

Created: month year

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



COVINGTON OAKS
PRELIMINARY SUBDIVISION PLANS

OCOE, FLORIDA

NOVEMBER 30, 2022

SHEET INDEX

C000	COVER SHEET
C100	MASTER SITE PLAN
C101	TRUCK TURN ANALYSIS
C200	GRADING AND DRAINAGE PLAN
C300	UTILITY PLAN
C500	SITE DETAILS
S01	BOUNDARY, TOPOGRAPHIC AND TREE SURVEY
S02	BOUNDARY, TOPOGRAPHIC AND TREE SURVEY
S03	BOUNDARY, TOPOGRAPHIC AND TREE SURVEY
LS01	PRELIMINARY LANDSCAPE PLAN
LS02	PRELIMINARY LANDSCAPE PLAN

CONTACTS:

CONTRACTOR
ZACH DECKER
JEBAILEY & CO. DEVELOPMENT
2222 OCOEE APOPKA RD., SUITE 104
OCOEE, FL 34761
PHONE: (407) 388-8979
EMAIL: ZACH@JEBAILEYANDCO.COM

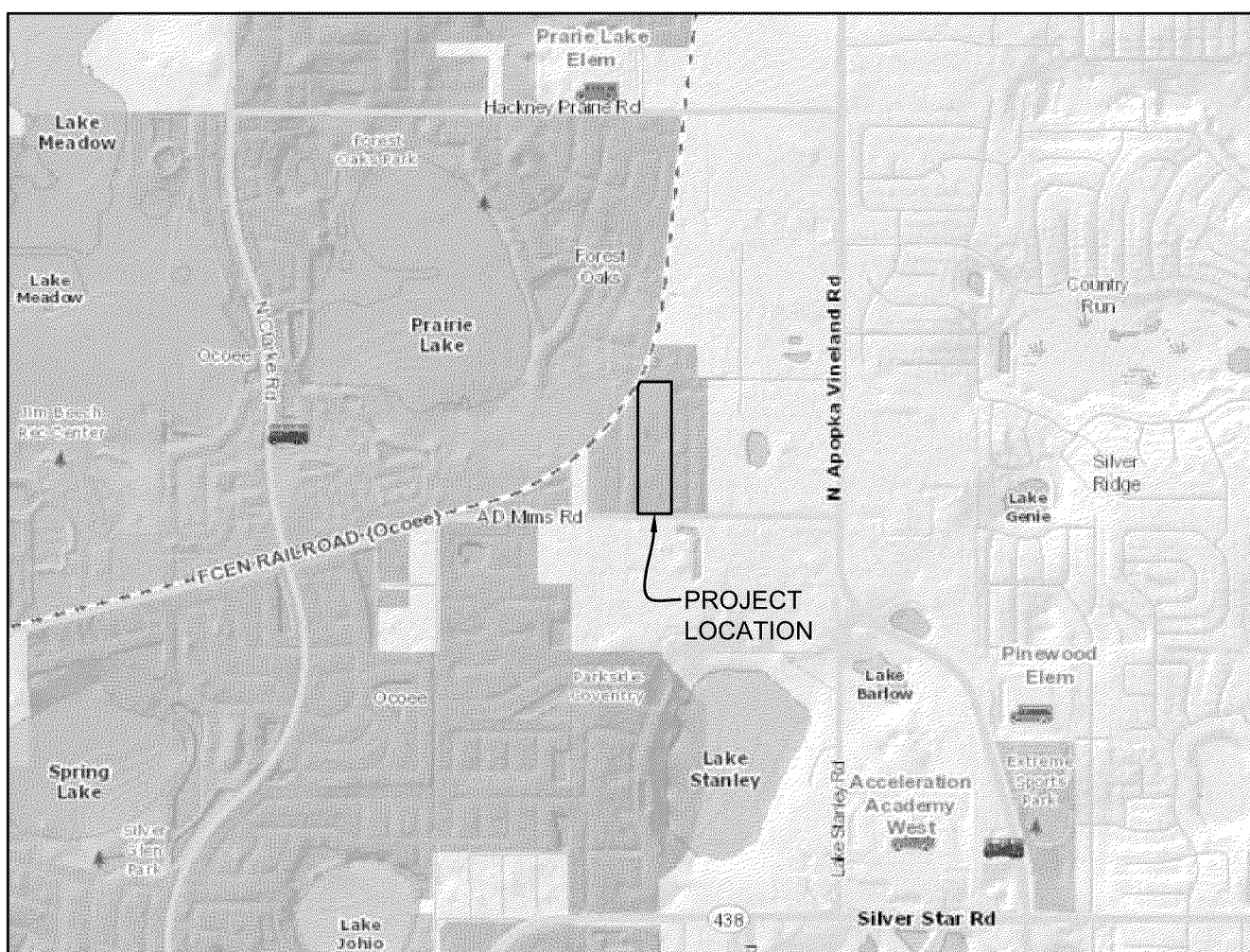
CIVIL ENGINEER / APPLICANT / AGENT
TIMOTHY W. SCHUTZ
TIMOTHY W. SCHUTZ, P.E.
111 SUFFOLK COURT
LONGWOOD, FL
PHONE: (407) 595-7314
EMAIL: TIM.SCHUTZ.PE@GMAIL.COM

OWNER / DEVELOPER

JOSE JOSINVIL
COVINGTON HOLDINGS, LLC
1746 E. SILVER STAR RD., SUITE 337
OCOE, FL 34761
PHONE: (407) 782-8778
EMAIL: JOSE@COVINGTONHOLDINGS.COM

SURVEYOR

COREY A. HOPKINS, PSM
ON THE MARK SURVEYING, LLC
143 MEADOW BLVD.
SANFORD, FL. 32771
PHONE: (321) 626-6376
EMAIL: OTMSURVEYING@GMAIL.COM



SECTION 10, TOWNSHIP 22S, RANGE 28E

VICINITY MAP

PHASING

PROJECT TO BE COMPLETED IN ONE PHASE.

RECREATIONAL FACILITIES

RECREATIONAL FACILITIES, TBD, WILL BE IN OPEN SPACE TRACT C.

SETBACKS

FRONT	25 FEET
SIDE	7.5 FEET
REAR	25 FEET

FLOOD ZONE

ZONE X, PER FEMA MAP PANEL 12095C0210H, EFFECTIVE ON 09/24/2021.

LEGAL DESCRIPTION (INCLUDING ADDITIONAL ROW):

PARCEL I

THE W 1/2 OF THE W 1/2 OF THE E 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 10,
TOWNSHIP 22 SOUTH, RANGE 28 EAST, LESS THE SOUTH 30 FEET THEREOF FOR ROAD
RIGHT OF WAY, ORANGE COUNTY, FLORIDA.

PARCEL II

THE E 1/2 OF THE W1/2 OF THE E 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 10,
TOWNSHIP 22 SOUTH, RANGE 28 EAST, LESS THE SOUTH 30 FEET THEREOF FOR ROAD
RIGHT OF WAY, ORANGE COUNTY, FLORIDA.

PARCEL ID:

PARCEL ID:
10-22-28-0000-00-004

UTILITIES:

ELECTRIC:

DUKE ENERGY

POTABLE WATER:

CITY OF OCOEE UTILITIES DEPT.
JAIMIE CROTEAU, UTILITIES DIRECTOR
1800 A.D. MIMS RD., OCOEE, FL 34761
PHONE: (407) 905-3159

WASTEWATER:

ATU SEPTIC SYSTEMS

LANDSCAPE ARCHITECT

STEPHEN G. PATEGAS, RLA, ASLA
HORTUS OASIS, INC.

1425 BERKSHIRE AVENUE
WINTER PARK, FL 32789

PHONE: (407) 622-4886

EMAIL: SPATEGAS@HORTUSOASIS.COM

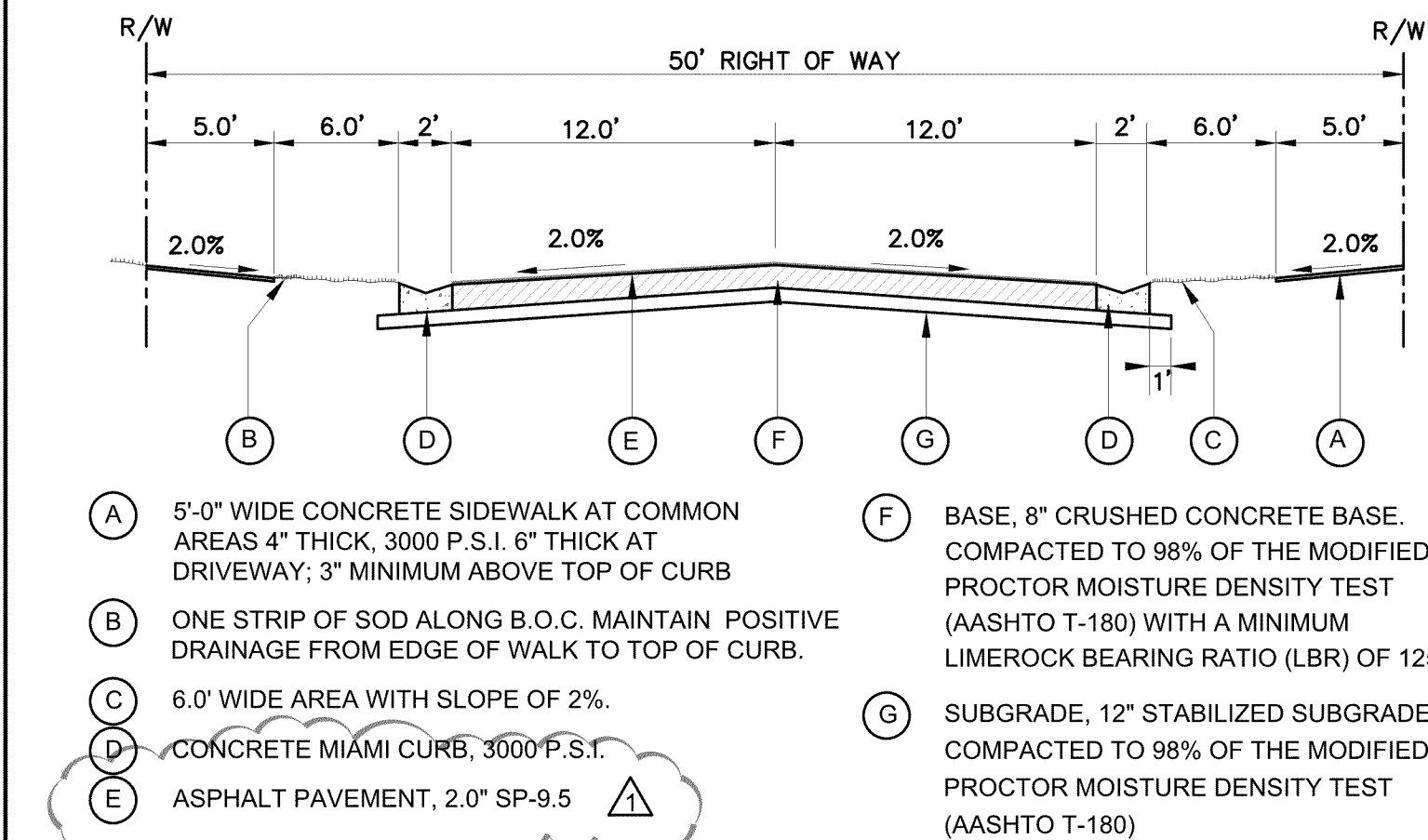


DEPARTMENT OF BANKING AND FINANCE
DIVISION OF FINANCIAL INSTITUTIONS
No. 51571
STATE OF FLORIDA
OFFICIAL NOTARIAL SEAL

Digitally signed by Timothy W Schutz
Date: 2023.05.30 12:57:55 -04'00'

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY TIMOTHY W. SCHUTZ, D.O.B. ON THE DATE/TIME STAMPED BELOW. YOURS A DIGITAL SIGNATURE. PRINTED COPIES OF THE DOCUMENT AND THE COMPLETED SIGNATURE AND SEALED AND THE SIGNATURE MUST BE KEPT FOR ANY FUTURE ELECTRONIC COPIES.

NO.	REVISION	BY	DATE
1	PER CITY	TWS	4.19.23
2			
3			
4			



STANDARD CONSTRUCTION DETAIL 50' R/W ROAD SECTION
N.T.S.

TRACT TABLE:

TRACT	TRACT USE	OWNERSHIP	AREA (SF)	AREA (AC.)	PERCENT
1	SINGLE FAMILY LOT	PRIVATE	11,491 SF	0.264 AC.	2.65%
2	SINGLE FAMILY LOT	PRIVATE	11,299 SF	0.259 AC.	2.61%
3	SINGLE FAMILY LOT	PRIVATE	11,301 SF	0.259 AC.	2.61%
4	SINGLE FAMILY LOT	PRIVATE	11,304 SF	0.260 AC.	2.61%
5	SINGLE FAMILY LOT	PRIVATE	11,307 SF	0.260 AC.	2.61%
6	SINGLE FAMILY LOT	PRIVATE	11,309 SF	0.260 AC.	2.61%
7	SINGLE FAMILY LOT	PRIVATE	11,312 SF	0.260 AC.	2.61%
8	SINGLE FAMILY LOT	PRIVATE	11,315 SF	0.260 AC.	2.61%
9	SINGLE FAMILY LOT	PRIVATE	11,268 SF	0.259 AC.	2.60%
10	SINGLE FAMILY LOT	PRIVATE	11,299 SF	0.259 AC.	2.61%
11	SINGLE FAMILY LOT	PRIVATE	11,301 SF	0.259 AC.	2.61%
12	SINGLE FAMILY LOT	PRIVATE	11,304 SF	0.260 AC.	2.61%
13	SINGLE FAMILY LOT	PRIVATE	11,307 SF	0.260 AC.	2.61%
14	SINGLE FAMILY LOT	PRIVATE	11,309 SF	0.260 AC.	2.61%
15	SINGLE FAMILY LOT	PRIVATE	11,312 SF	0.260 AC.	2.61%
16	SINGLE FAMILY LOT	PRIVATE	11,315 SF	0.260 AC.	2.61%
17	SINGLE FAMILY LOT	PRIVATE	11,317 SF	0.260 AC.	2.61%
A	ROADWAY	CITY	44,408 SF	1.019 AC.	10.29%
B	RETENTION	HOA	57,675 SF	1.324 AC.	13.32%
C	OPEN SPACE	HOA	138,158 SF	3.172 AC.	31.91%
D	ISLAND CLOSE	HOA	328 SF	0.008 AC.	0.08%
TOTAL SITE			432,937 SF	9.939 AC.	100.00%

GENERAL NOTES:

- PROJECT SHALL BE COMPLETED IN ONE PHASE.
- THE PROJECTED ADT FOR 17 DWELLING UNITS, AS PER THE ITE MANUAL (CODE 210) IS 162 ADT, WITH 17 PEAK PM HOUR TRIPS.
- THE PROJECTED SCHOOL AGE POPULATION IS 17 UNITS AT 0.405 PUPILS/UNIT = 7 PUPILS.
- ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
- PROJECT MUST COMPLY WITH NFPA 1 AND 101 7TH EDITION. NEEDED FIRE FLOW FOR SINGLE FAMILY DWELLINGS SHALL BE AS FOLLOWS: HOMES 5,000 SQUARE FEET OR LESS 1,000 GPM; HOMES EXCEEDING 5,000 SQUARE FEET SHALL PROVIDE FIRE FLOW IN ACCORDANCE WITH TABLE 18.4.5.2.1 OF NFPA 1 (FFPC 7TH EDITION). REDUCTION OF FIRE FLOW MAY BE PERMITTED IF DWELLING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM OR BUILDING SEPARATIONS IN ACCORDANCE WITH TABLE 18.4.5.1.4 NFPA 1 (FFPC 7TH EDITION)
- STREET REES SHALL BE PROVIDED ON LOTS.

SITE DATA

PROPERTY LOCATION: 8667 A.D. MIMS ROAD, ORLANDO, FL 32818

PARCEL ID: 10-22-28-0000-00-004

LOCAL MUNICIPALITY: CITY OF OCOEE

PROPERTY ZONING: R-1A (APPROVED OCT. 4, 2022 RZ-22-07-39)

PROPERTY FUTURE LAND USE: LDR (LOW DENSITY RESIDENTIAL - 0 TO LESS THAN 4 DU / AC.)

EXISTING USE: SINGLE FAMILY RESIDENCE

PROPOSED USE: SINGLE FAMILY RESIDENTIAL SUBDIVISION

MINIMUM LOT OPEN SPACE REQUIRED / PROVIDED: 35.0% / 36.3%

PROPERTY AREA: 432,937 SF (9.939 AC.)

MIN. LOT SIZE: 8,000 SF (USE MIN. 10,890 SF SINCE WILL USE ATU SEPTIC)

MIN. LIVING AREA: 1,200 SF

MIN. LOT WIDTH: 70 FT.

MAX. BUILDING HEIGHT: 35 FT.

PROPOSED NUMBER OF DWELLING UNITS*: 17

*NET BUILDABLE ACREAGE = 9.939 AC.; MAX 39 DWELLING UNITS (DU);

*NET DENSITY = 1.71 DU/AC.

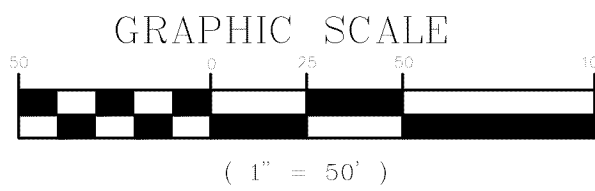
SETBACKS:
FRONT 25 FEET
SIDE 7.5 FEET
REAR 25 FEET

FLOOD ZONE:
ZONE X, PER FEMA MAP PANEL 12095C0210H, EFFECTIVE ON 09/24/2021.

SCS SOILS:
2 (83%): ARCHBOLD FINE SAND, 0 TO 5 PERCENT SLOPES, HYDROLOGIC SOIL GROUP "A", 42" TO 60" TO THE SEASONAL HIGH GROUNDWATER TABLE.

20 (13%): IMMOKALLEE FINE SAND, HYDROLOGIC SOIL GROUP "A", 6" TO 12" TO THE SEASONAL HIGH GROUNDWATER TABLE.

3 (4%): BASINGER FINE SAND, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES, HYDROLOGIC SOIL GROUP "A/D", 0" TO THE SEASONAL HIGH GROUNDWATER TABLE.



LEGEND

- NEW CONCRETE WALKS, SLABS & PAVEMENT
- NEW ASPHALT PAVEMENT

T^{Sw}

Timothy W. Schutz, P.E.
Civil Engineering & Land Development

111 Suffolk Court
Longwood, Florida
32779

Cell: 407.595.7314
Tim.Schutz.pe@gmail.com

COVINGTON
OAKS

OCOE, FLORIDA
MASTER SITE PLAN

CIVIL CONSTRUCTION
DOCUMENTS

SUB-CONSULTANT:

REVISIONS:

△ PER CITY COMMENTS 4.19.23

SCALE AS SHOWN

DATE 6/21/22

PROJECT # 220621-22

DESIGNED TWS

CHECKED SES

SEAL



Digitally signed by
Timothy W Schutz
Date: 2023.05.30
13:02:01 -04'00'

SHEET

C-100

OCOEE, FLORIDA

CIVIL CONSTRUCTION
DOCUMENTS

SUB-CONSULTANT:

REVISIONS:

1 PER CITY COMMENTS 4.19.23

SCALE AS SHOWN

DATE 6/21/22

PROJECT #	220621-22
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DESIGNED	TWS
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SEAL  Digitally

signed by

 Timothy W
Schultz

Schutz
Date:

2023.05.30

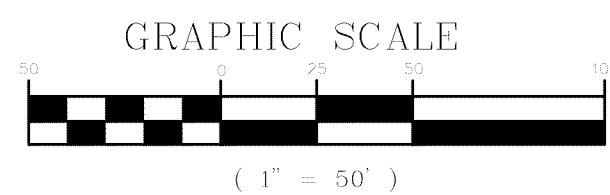
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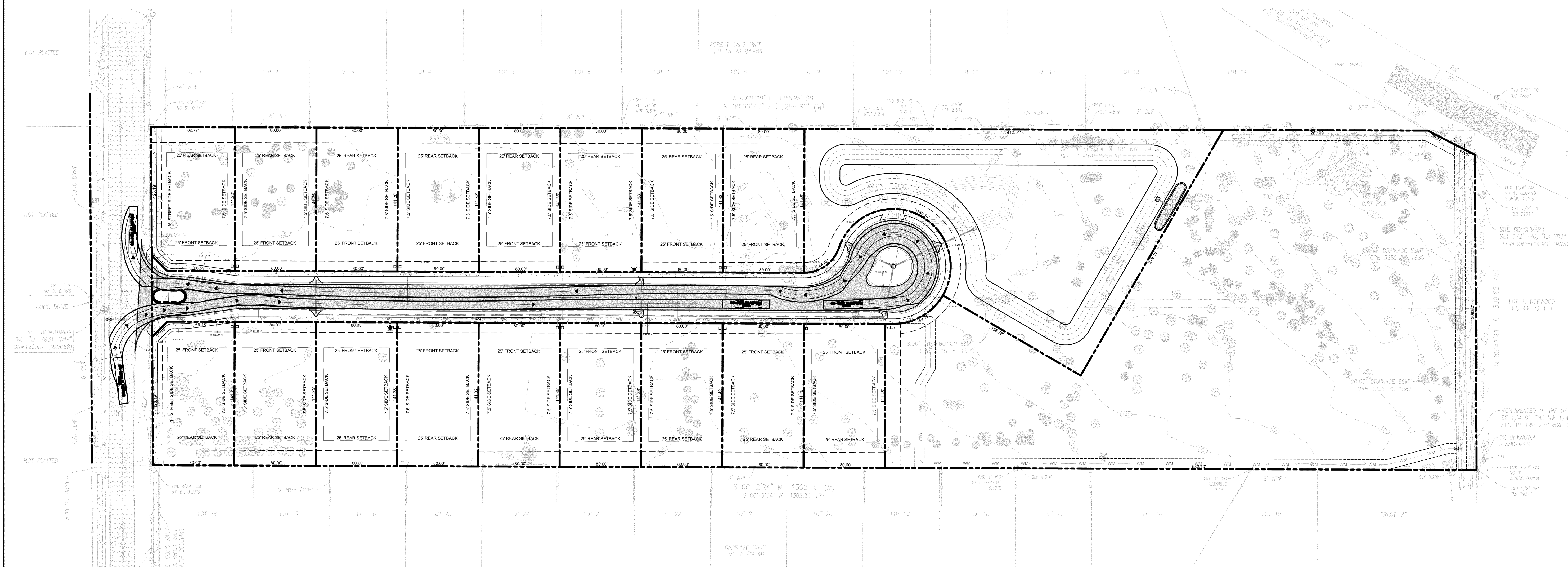
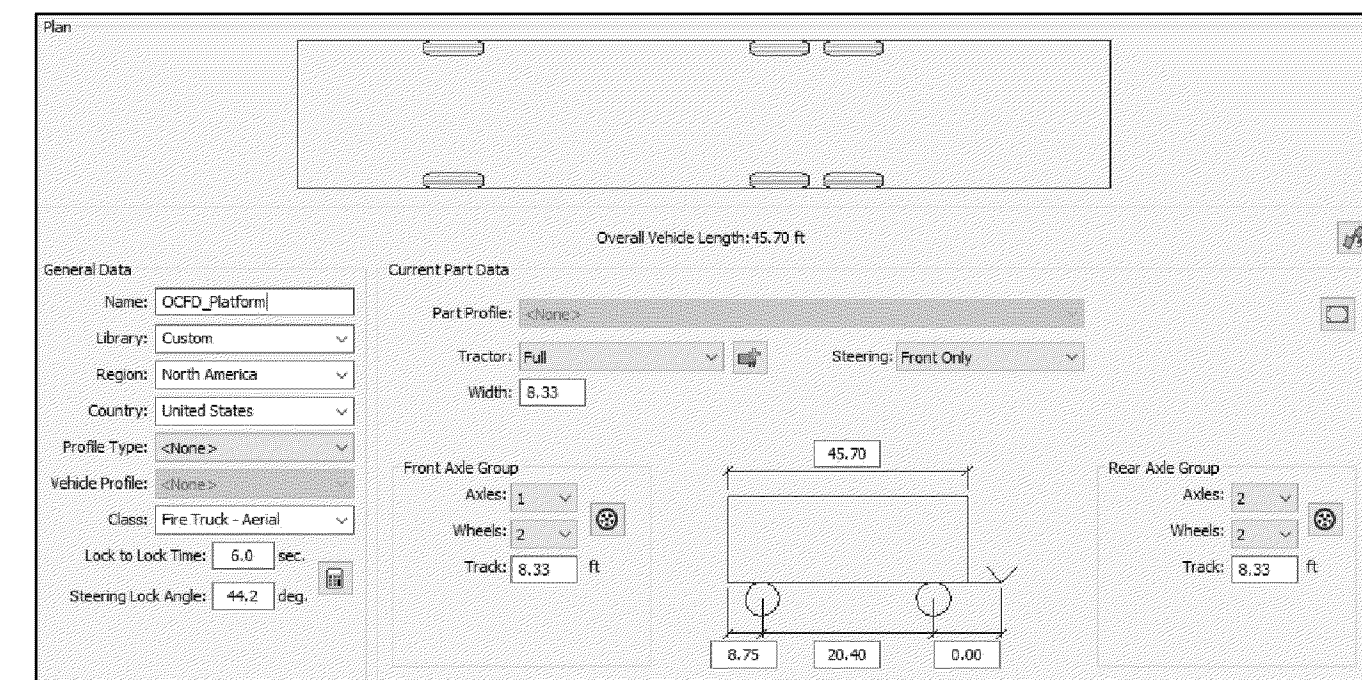
NEW CONCRETE WALKS, SLABS & PAVEMENT

 NEW ASPHALT PAVEMENT

N.T.S.

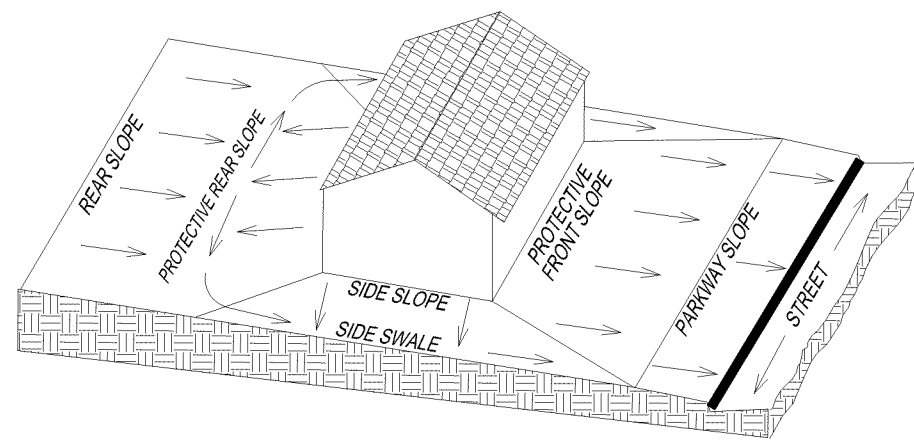
GENERAL NOTES:

1. MINIMUM FIRE FLOW SHALL BE 1,000GPM. HOMES ARE LESS THAN 5,000SF IN AREA.

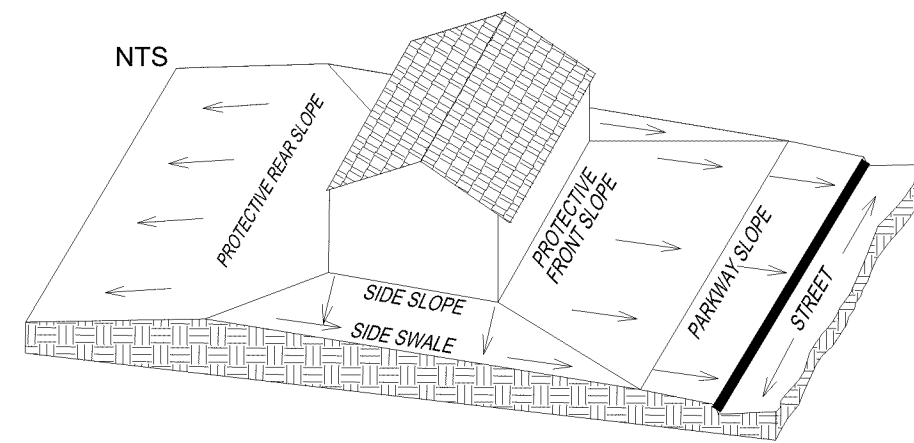


PAVING AND DRAINAGE NOTES

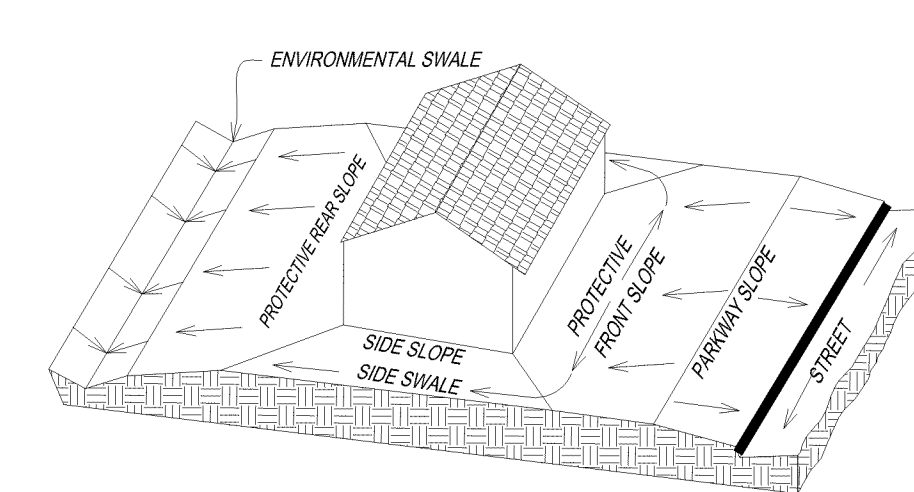
1. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE, AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND SHALL PROVIDE THE OWNER AND THE ENGINEER WITH COPIES OF THE CERTIFICATION OF COMPACTION FROM THE TESTING COMPANY.
3. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PEAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFF-SITE AND MATERIALS TO BE DISPOSED OF OFF-SITE, ALL OF WHICH WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFF-SITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING SITE SOIL CONDITIONS PRIOR TO "NOTICE TO PROCEED" TO DETERMINE IF ANY OFF-SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.
5. ALL FILL MATERIALS SHALL BE FREE OF MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH, OR OTHER UNSUITABLE MATTER.
6. ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USEABLE (NONORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.
7. FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. ALL OTHER AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-99. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS.
8. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER A MINIMUM OF FORTY-EIGHT(48) HOURS PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.
9. ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SEWER (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS, FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (LATEST EDITION).
10. ALL PIPE CALL OUTS ARE MEASURED CENTERLINE TO CENTERLINE FOR MANHOLES AND INLETS.
11. ALL ON-SITE AREAS DISTURBED BY THE CONSTRUCTION SHALL BE STABILIZED WITH A SEED AND MULCH MIXTURE UNLESS OTHERWISE NOTED OR AS PER THE LANDSCAPE PLAN.
12. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED WITH BAHIA.
13. NO HARD WOOD TREES MAY BE PLANTED OVER OR WITHIN 5' OF UTILITY LINES OR STORM PIPES. ONLY SOD OR SOFT WOOD SHRUBS MAY BE PLANTED OVER UTILITY LINES.
14. ALL STORM DRAIN INLETS CONSTRUCTED AS PART OF NEW DEVELOPMENT PROJECTS IN ORANGE COUNTY SHALL HAVE METAL MEDALLION INLET MARKERS INSTALLED. TEXT ON THE MARKER SHALL BE EVENLY SPACED AND READ "NO DUMPING, ONLY RAIN IN THE DRAIN". MARKERS MUST BE COMMERCIAL GRADE STAINLESS STEEL, ALUMINUM, BRASS OR BRONZE AND EITHER STAMPED FROM SHEET METAL OR CAST. METAL MARKER COLOR MUST BE NON-REFLECTIVE BLUE OR GREEN. AQUATIC CREATURE OR SYMBOL SHOWN ON MARKER SHALL BE CONSISTENT THROUGHOUT THE SUBDIVISION. MARKERS MUST BE AFFIXED TO A CLEAN, PREPARED SURFACE WITH ADHESIVES, FASTENERS, OR HEAT AS RECOMMENDED BY THE MANUFACTURER. MARKERS SHALL BE ALIGNED WITH THE CENTER OF DRAINAGE INLETS AT THE TOP OF THE CURB. LETTERING MUST BE BETWEEN 0.4 - 0.5 INCHES AND THE TOTAL DIAMETER OF THE MARKER BETWEEN 3.75 - 4.25 INCHES.
15. THIS SITE IS LOCATED WITHIN THE WEKIVA STUDY AREA, AS ESTABLISHED BY THE WEKIVA PARKWAY AND PROTECTION ACT, SECTION 369.316 F.S. ADDITIONAL ENVIRONMENTAL REGULATIONS APPLY.* THE APPLICANT IS ADVISED TO FOLLOW RELATED LEGISLATION IN ORDER TO ASSURE COMPLIANCE WITH REGULATIONS. CHANGES TO REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO: SEPTIC TANK CRITERIA, OPEN SPACE REQUIREMENTS, STORMWATER TREATMENT AND CONSERVATION. IN ADDITION TO THE STATE REGULATIONS, REVIEW ORANGE COUNTY AMENDMENTS TO THE COMPREHENSIVE POLICY PLAN APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS IN DECEMBER 2007 THAT REQUIRE COMPLIANCE AS OF THAT DATE.



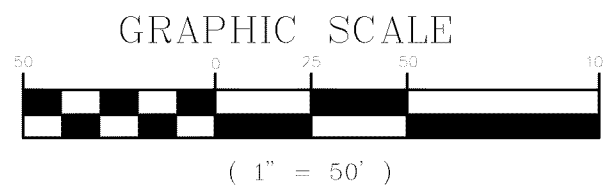
TYPE "A" LOT GRADING



TYPE "B" LOT GRADING

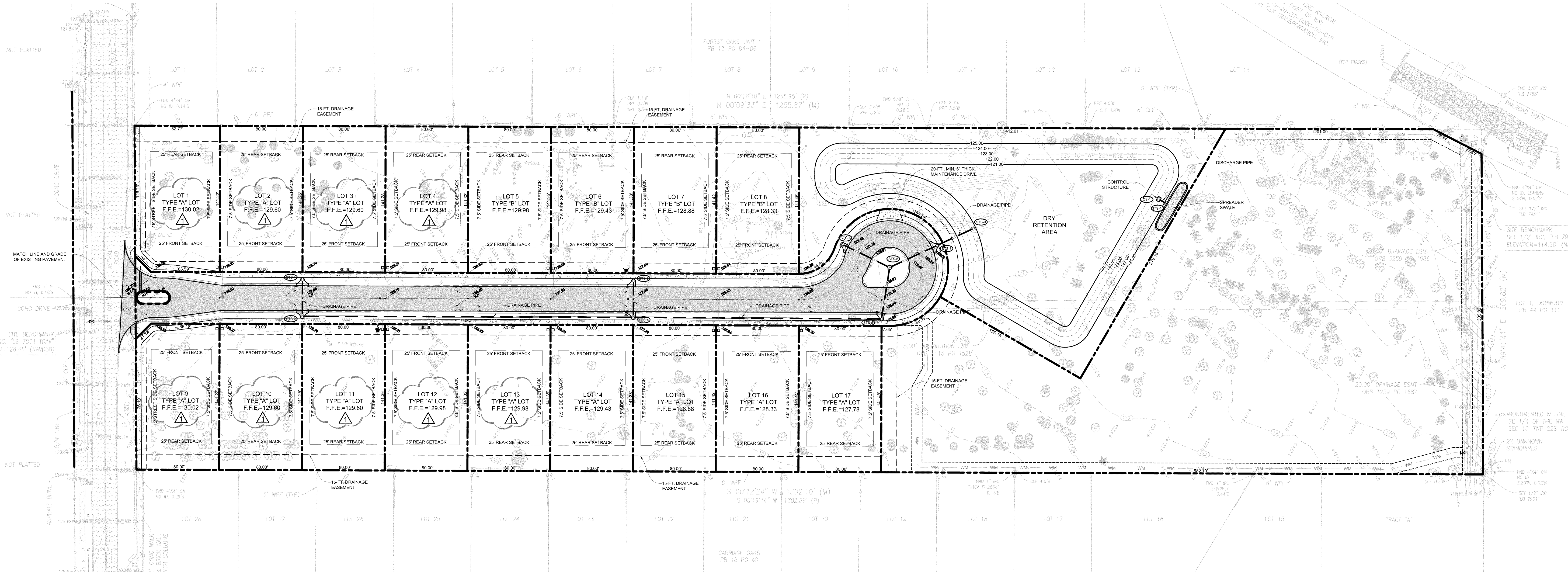


TYPE "C" LOT GRADING



LEGEND

- NEW CONCRETE WALKS, SLABS & PAVEMENT
- NEW ASPHALT PAVEMENT
- FLOW ARROWS
- SPOT ELEVATIONS
- STRUCTURE NO.
- DRAINAGE STRUCTURE
- DRAINAGE PIPE



COVINGTON
OAKS

OCOE, FLORIDA
GRADING AND
DRAINAGE PLAN

CIVIL CONSTRUCTION
DOCUMENTS

SUB-CONSULTANT:

REVISIONS:
△ PER CITY COMMENTS 4.19.23

SCALE	AS SHOWN
DATE	6/21/22
PROJECT #	220621-22
DESIGNED	TWS
CHECKED	SES

SEAL
Digitally signed by Timothy W Schutz
Date: 2023.05.30 13:03:05 -04'00'

COVINGTON
OAKS

OCOE, FLORIDA
SITE DETAILS

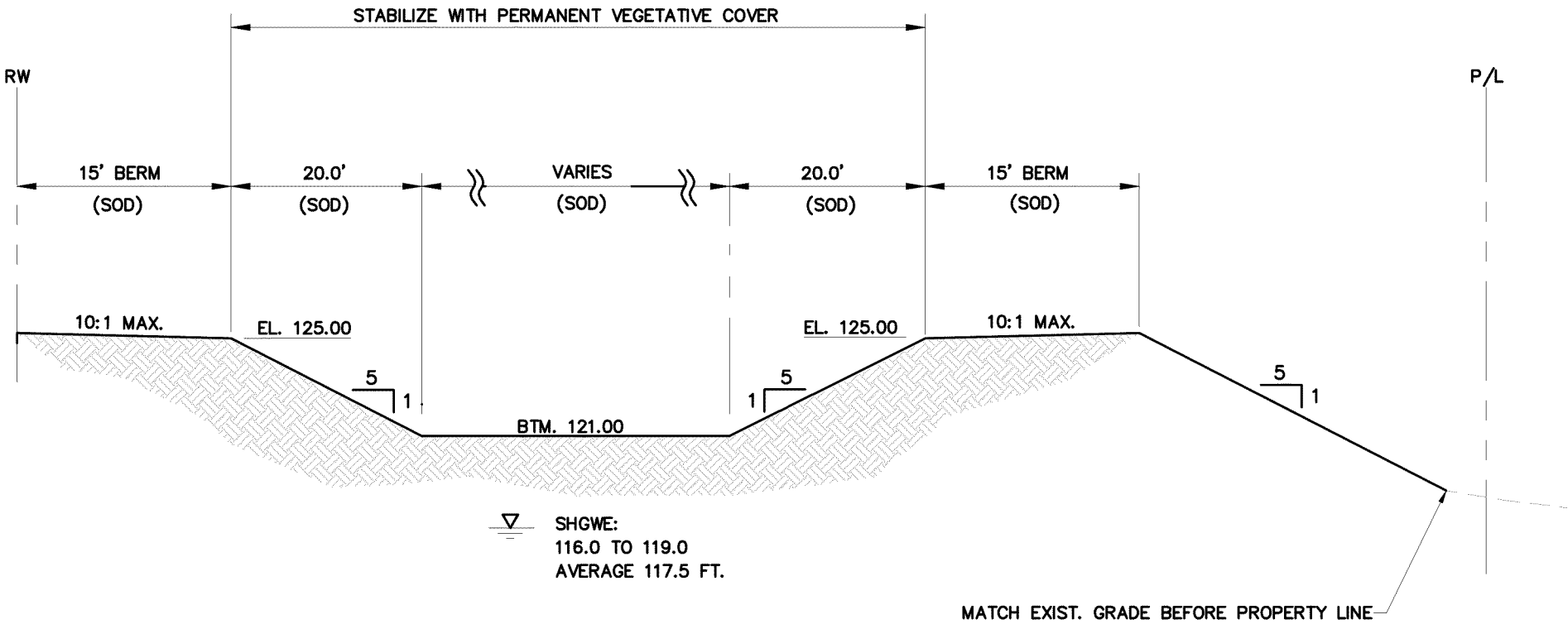
CIVIL CONSTRUCTION
DOCUMENTS

SUB-CONSULTANT:

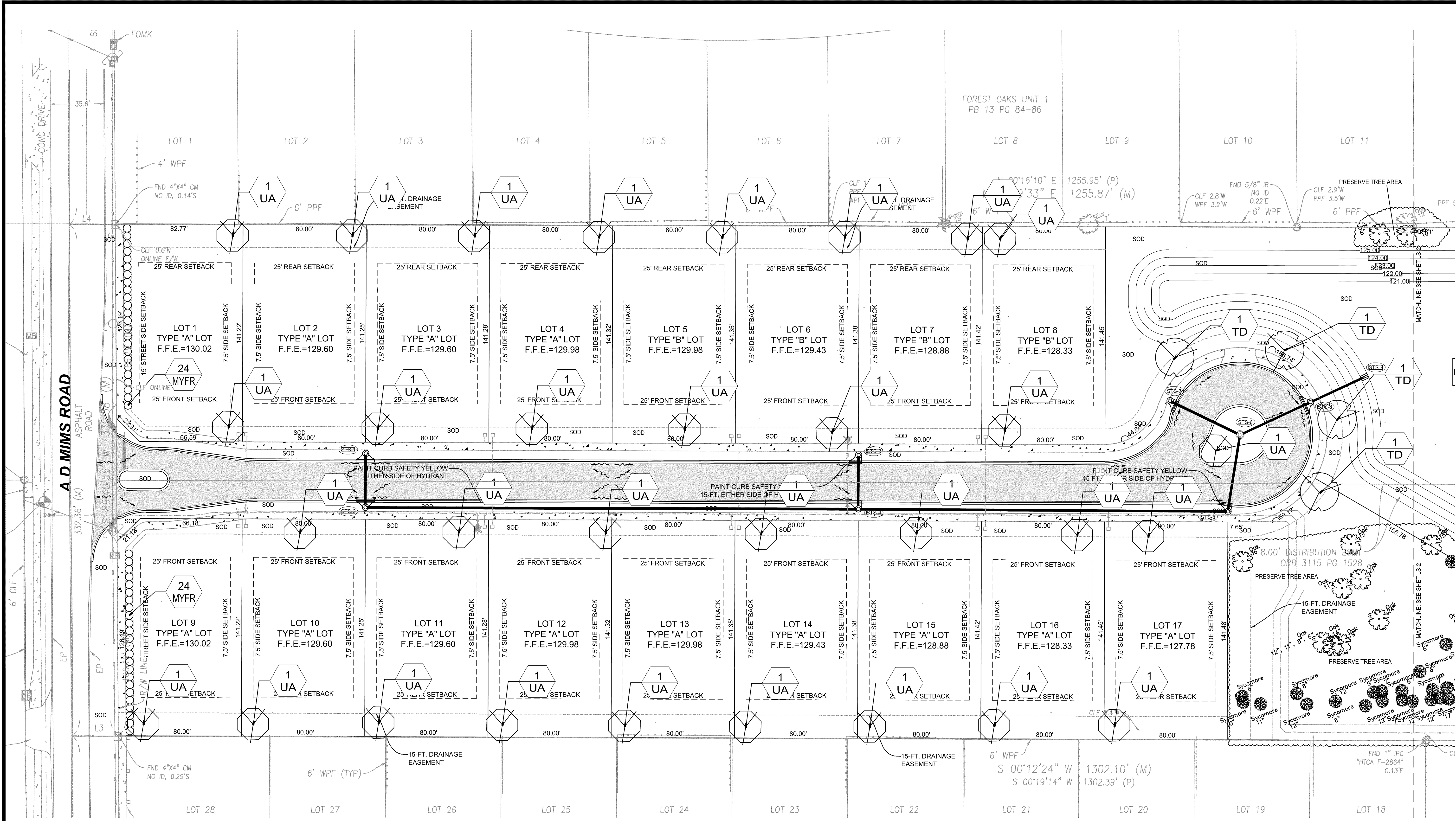
REVISIONS:
△ PER CITY COMMENTS 4.19.23

SCALE	AS SHOWN
DATE	6/21/22
PROJECT #	220621-22
DESIGNED	TWS
CHECKED	SES
SEAL	

SHEET
C-500 △



DRY DETENTION POND TYP. CROSS-SECTION
N.T.S.

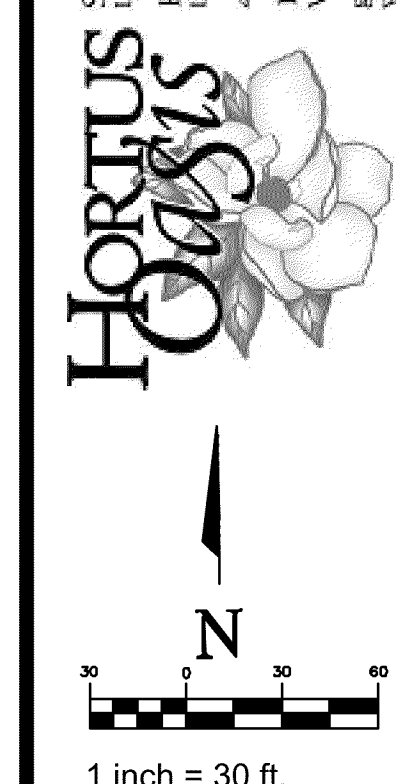


REVISIONS:	DATE	NOTE
#	5/12/23	City Comments

Steph
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Pateg
as

Digitally
signed by
Stephen G
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Date:
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STEPHEN G. PATEGAS, AIA, ASLA
Landscape Architect - LC2000015
KRISTIN G. PATEGAS, APD, FCLD
Landscape Designer
407.622.4886
1425 BERKSHIRE AVENUE
WINTER PARK, FL 32789
garden@hortusois.com
www.hortusois.com

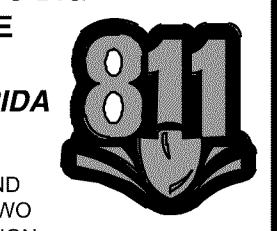


1 inch = 30 ft.

Preliminary Landscape Plan Covington Oaks Along A D Mims Road Ocoee, Florida

DESIGN	DRAFT	CHECK
SP	JB	SP
PROJECT # 222-077		
DATE: 12/01/2022		
SCALE: 1/30		
SHEET (LS-1)		
TOTAL: LS-1 to LS-2		

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770 or 811
IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES
EXCAVATORS TO NOTIFY
OWNERS OF UNDERGROUND
FACILITIES NO LESS THAN TWO
(2) DAYS PRIOR TO EXCAVATION



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(2) DAYS PRIOR TO EXCAVATION



- LANDSCAPE NOTES
- Landscape contractor (LC) shall be responsible for all materials and work called for on the landscape plans and in the landscape notes and legend. Plant specifications are minimum acceptable sizes. Under sizing/substitution of plants and/or shortages in quantity are contract breaches. Plans shall rule if there are any quantity discrepancies between the legend and plans. Final quantity takeoffs are the responsibility of the LC. Notify the Landscape Architect of any discrepancies.
 - Refer to construction details for planting, staking, and/or guying instructions.
 - All trees and palms shall be placed in planting beds where possible to eliminate narrow strips of sod.
 - LC shall comply with all local codes and ordinances and obtain all permits and bonds necessary to construct the project.
 - LC shall coordinate their work with other contractors to assure efficient and timely completion of the work.
 - LC shall be responsible for supplying all materials, labor, and equipment for the performance of their portion of the work.
 - LC shall verify all existing grades, dimensions, suitable drainage, and soil for plantings specified, proposed and existing underground utilities, and field conditions and notify owner of discrepancies or problems before proceeding with work. Per FL Statutes, call Sunshine State One (811) 72 hours prior to digging to have all utilities located.
 - The LC shall be familiar with and accept the existing site conditions prior to initiation of the work.
 - The LC shall protect existing utilities, structures, surfaces, and vegetation noted to be saved and be responsible for repair/replacement at no cost to the Owner.
 - Protect trees to be saved. Vehicle parking, material storage, dumping of any chemicals, or soil removal/addition is not permitted within driplines. All temporary construction activities including all digging, trenching, construction lay-down areas and parking of vehicles are prohibited within the undisturbed area around existing trees to be preserved. Tunneling for the installation of underground utilities is allowed. An undisturbed area shall be established around every existing tree to be preserved. The undisturbed area is measured from the center of each individual tree in a group. The minimum undisturbed area is a radius of 0.75 feet per dbh (diameter at breast height, 54" ht above the soil line). Trees of 6" dbh or less shall have a minimum undisturbed area of 5 feet or more. The maximum radius of an undisturbed area shall be 24 feet. The minimum radius for off-site trees within 10 feet of the property line shall be 0.5 feet per dbh. No tree root greater than one fifth the diameter of a mature tree (9" dbh or greater) shall be cut for trenching, installation of walkways, patios, footers, etc., nor shall the total root system of a mature tree be reduced more than 20%. Whenever possible utilities should be installed by tunneling under the root system.
 - Round-Up or equal shall be applied twice with the second application after a ten-day interval onto all existing vegetation noted to be saved in areas that are to be replanted. Overspray shall not drift onto existing plant material to be saved. Mfr's recommendations shall be followed. Remaining plants and their roots shall be removed by hand prior to installation of plants. Resprouting weeds and plants are the responsibility of the LC through the appropriate warranty periods.
 - Invasive plants onsite shall be removed. Reference the latest Florida Invasive Species Council (FISC) (formerly FLEPPC) list at https://newfleppc.bugwoodcloud.org/plantlist2019_cm.
 - All plant materials shall be graded Florida No. 1 or better as outlined under current Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted. All plants not listed shall conform to a Florida No. 1 or better as to: (1) health and vigor, (2) condition of foliage, (3) root system, (4) 85% free of pests or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species. LC to obtain written certification from nurseries that plant materials are Florida No. 1 or better. All plants are subject to verification of species. Trees up to 4" caliper are measured at 6" above soil line and over 4" caliper at 12" above soil line unless otherwise noted. All specifications to be met or exceeded unless otherwise noted. Trees shall not be larger in size or caliper compared to the root ball per Grades and Standards for Nursery Plants. All root balls and containers shall be free of living weeds and their roots. All Grades and Standards for Nursery Plants shall be followed.
 - Planting soil of Fla. peat mixed one-half with clean topsoil for the backfilling of plant pits and beds shall be required only if existing soil is unsuitable for planting and/or contains construction debris which shall be removed.
 - Trees and palms shall be installed so their top main root at the trunk is visible and 2" above finished grade. If root is buried, remove soil from the top of the rootball prior to installation. Rootballs shall be free of circling roots. Do not apply the 1 1/2" of the rootball until after inspection of each tree or palm.
 - Landscape Architect is not responsible for adverse soil or drainage conditions, determining sub-surface soil conditions, underground objects/utilities, or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and pedestrian areas within and immediately adjacent to the site.
 - Some plants in the legend or existing on site may have irritating or toxic parts that may be hazardous to the health of humans or animals.
 - Existing trees/palms onsite or in the area may be in a hazardous condition and should be inspected for hazardous conditions by a consulting certified arborist at least once a year and after every weather event.
 - Finished grade prior to mulching or sodding to be 3" below top of adjacent surfaces such as walks, curbs and driveways extending perpendicularly from the surface edge for a minimum distance of 18" (see detail). Soil excavated during planting to be removed from the site. Do NOT raise soil levels!
 - All trees, shrubs, and groundcovers shall be fertilized with Agriform 20-10-5 or SierraTabs 16-8-12 planting tablets. One tablet/ 1 gal, 2 tablets/ 3 gal, 3 tablets/ 5 or 7 gal, 4 tablets/ 10 gal and one tablet/ each 1/2" of tree trunk diameter. Palms/cycads to receive palm fertilizer. Application shall be as per the details and mfr's recommendation.
 - 22.LC to maintain all plant material in a plumb, upright, and stable condition. Stake/guy all trees/palms per planting details.
 - 23.LC shall remove all bags (unless biodegradable), tags, ties, wires, ropes, stakes, and nursery attachments from all plant material. Wire baskets shall be removed from the top third of the root ball.
 - 24.LC shall be responsible to keep plant material in a healthy, watered, insect/pest free condition until owner's final acceptance.
 - 25.LC shall provide a one-year warranty for trees/palms, ninety days for shrubs, groundcovers, and vines and thirty days for sod. Warranty period shall start with final acceptance by owner. All plant material shall be alive and in satisfactory growth at the end of the warranty period. Replacement plant material shall be warranted for ninety days (sod for thirty days) from replacement date.
 - 26.Warranty shall apply only to material that dies due to poor quality, improper handling, or installation practices. Generally, material transplanted on-site shall not be warranted. Adverse weather conditions shall not apply. Proper watering and maintenance are the owner's responsibility during the warranty period.
 - 27.DO NOT SUBSTITUTE! Contact Landscape Architect/Designer if there is difficulty obtaining specified plant materials.
 - 28.Hedges shall be maintained at a 4' height.
 - 29.Provide 100% coverage of all landscape areas unless noted otherwise using automatic irrigation system with rain sensor and separate zones for turf.
 - 30.Provide irrigation sleeves to all planter areas within paver, stone, or concrete areas. Above ground piping/risers/backflow to be painted flat black.

PRELIMINARY LANDSCAPE LEGEND - HO#222-077 Covington Oaks 2022-12-01

- STREET TREES/SCREENING AT ROW**
- Street trees are required every 50' alternating side to side. 920/50' = 18 trees required. **Provided:** 18 trees. Trees shall be located just within the 10' utilities easement. Locations may be shifted to avoid proposed driveways.
 - Vegetative screening is required at the ROW to achieve a 5' height. **Provided:** 48 shrubs.

QTY	CODE	BOTANICAL/COMMON NAME	SPECIFICATIONS
48	MYFR	Myrcianthes fragrans Simpson's stopper	full, 36-42" oa, 7g, 5 oc, native
4	TD	Taxodium distichum Bald cypress	10-12' x 4-5', 3" dbh, native
31	UA	Ulmus alata Winged elm	10-12' x 4-5', 3 - 4" dbh, native

- BUILDING LOTS (17)**
- One tree (excluding street trees) is required on each lot due to septic systems. Exact tree locations may change due to house, driveway or septic system locations. **Provided:** one tree on each lot (excluding street trees).
 - Each lot shall be sodded with type of sod determined by others

- TREE PRESERVATION**
- Trees over 8" dbh are considered protected trees
 - Potential trees to save are noted
 - Replacement trees shall be 2" dbh or greater

NATIVE VS. NON-NATIVE PLANTS SPECIFIED CHART

CODE	BOTANICAL/COMMON NAME
MYFR	Myrcianthes fragrans - native
	Simpson's stopper
TD	Taxodium distichum - native
	Bald cypress
UA	Ulmus alata - native
	Winged elm

All specified plants except for sod (TBD by others) are native
TOTAL 100%

TREE PROTECTION UNDISTURBED AREA SHALL BE PROVIDED BASED UPON TREE DBH. BARRIER SHALL BE ERRECTED PRIOR TO ANY CONSTRUCTION IN GENERAL AREA OF TREES TO BE PROTECTED.

PROHIBITED WITHIN THIS AREA:

- PARKING OR USE OF VEHICLES, EQUIPMENT, OR MACHINERY
- STORAGE OR DUMPING OF ANY MATERIALS OR LIQUID.
- CONSTRUCTION, EXCAVATION, OR TRENCHING

EXISTING VEGETATION REMAINING AFTER GRUBBING FOR BUILDING PADS, STRUCTURES, RIGHT OF WAY, PARKING AREAS OR SIGNIFICANT GRADE CHANGES SHALL BE PROTECTED DURING THE CONSTRUCTION PROCESS.

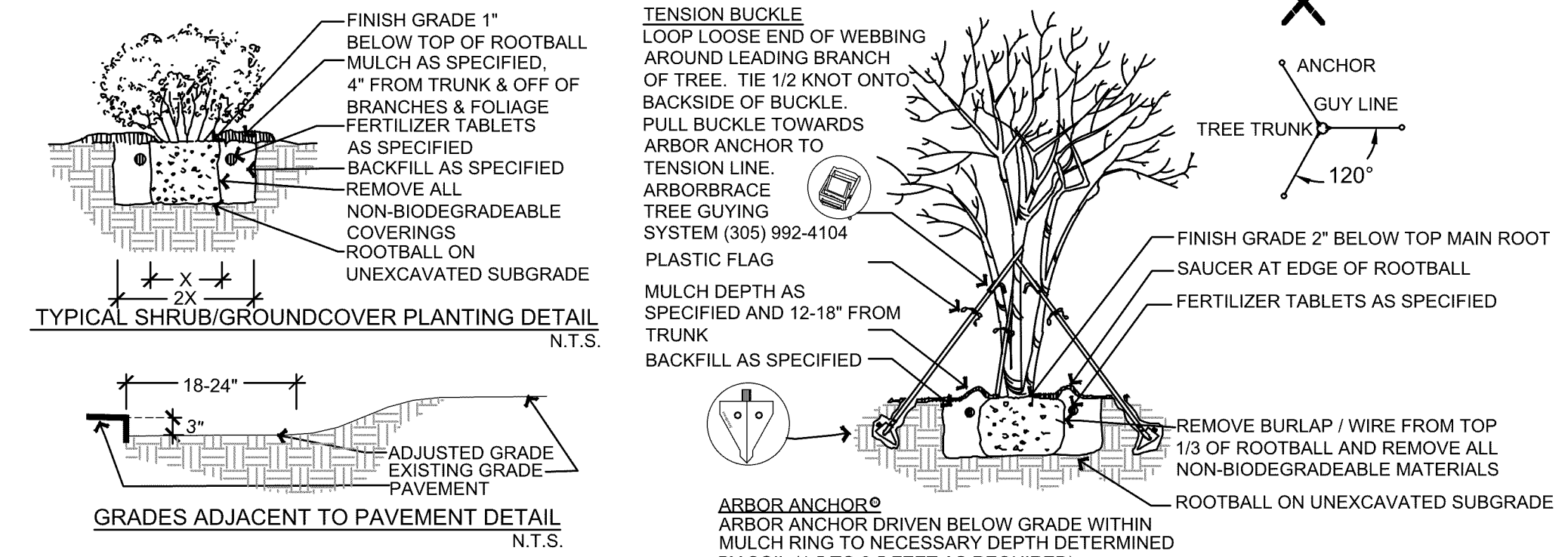
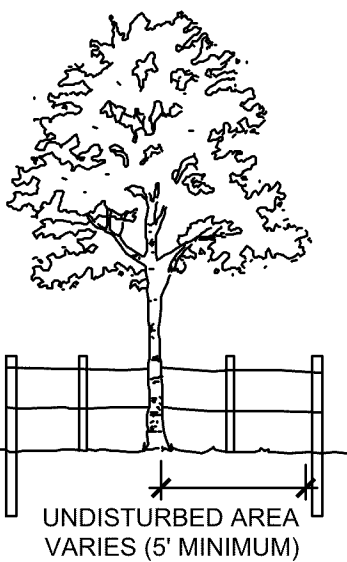
FOR EACH TREE TO BE PRESERVED, ESTABLISH AN UNDISTURBED AREA MEASURED FROM THE CENTER OF EACH TREE. THE MINIMUM UNDISTURBED AREA IS A RADIUS OF 0.75' FOR EACH INCH OF DBH (DIAMETER AT BREAST HEIGHT, 54" HT ABOVE THE SOIL LINE). TREES OF 6" DBH OR LESS SHALL HAVE A MINIMUM UNDISTURBED RADIUS OF 5 FEET. ALSO SEE LANDSCAPE NOTES.

BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING AND CONSTRUCTION IS COMPLETED.

UPRIGHTS - THE EQUIVALENT OF 4 X 4 LUMBER AT 3' MINIMUM HEIGHT ON 5' MAX. CENTERS.

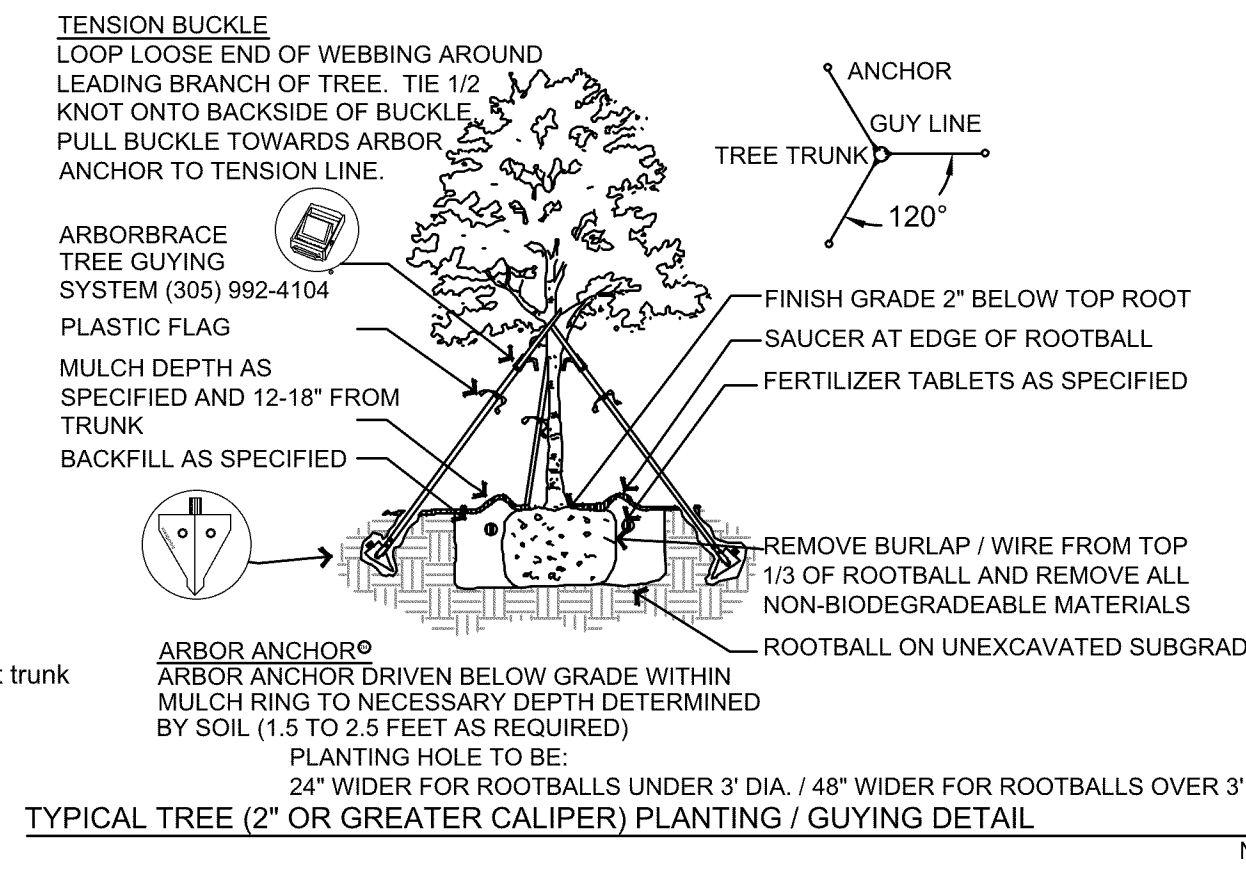
HORIZONTALS - THE EQUIVALENT OF TWO COURSES OF 1/2" DIA. ROPE WITH YELLOW TAPE FLAGGING.

TYPICAL TREE PROTECTION DETAIL
N.T.S.



ABBREVIATION LEGEND

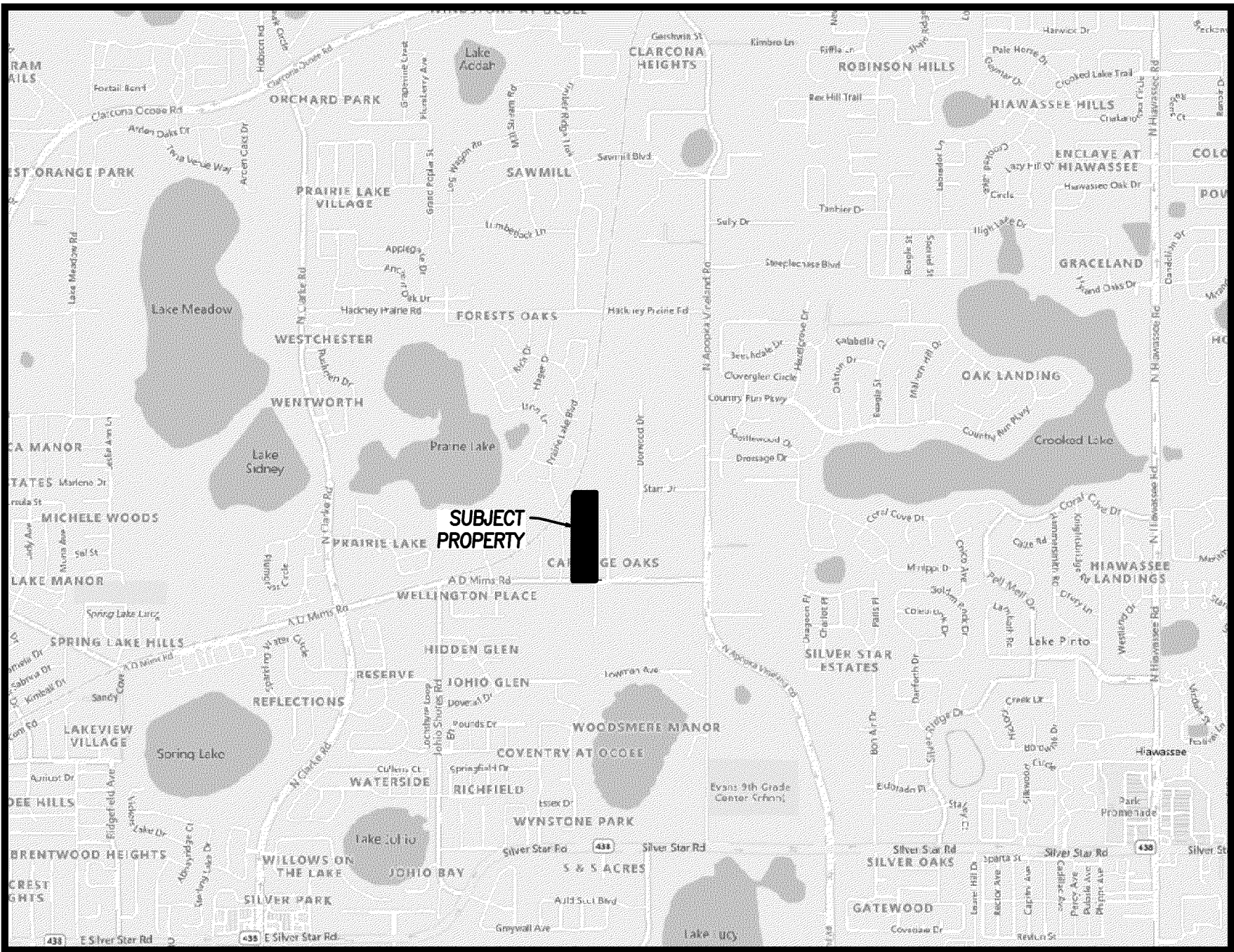
- b&b balled & burlapped
bt boots
bpc bibbs per pot
c caliper
cnp canopy
coll collected
cont container
ct clear trunk
cy cubic yards
dia diameter
extg existing
fg field grown
ftg full to ground
g gallon
ht height
hvy heavy
lf linear feet
lvs leaves
mt multi-trunk
oa overall
oc on center
sf square feet
spd spread
spec specimen
sst single straight trunk
st single trunk
stk staked in pot
stm stems
tr trellis
tr trunks
trans transplant
typ typical



TYPICAL TREE (2" OR GREATER CALIPER) PLANTING / GUYING DETAIL
N.T.S.

8667 A D Mims Road
Ocoee, Florida
Boundary, Topographic & Tree Survey

VICINITY MAP:
1" = 2,000'



LEGAL DESCRIPTION:

PARCEL I
THE W 1/2 OF THE W 1/2 OF THE E 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST, LESS THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY, ORANGE COUNTY, FLORIDA.

PARCEL II
THE E 1/2 OF THE W1/2 OF THE E 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST, LESS THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY, ORANGE COUNTY, FLORIDA.

SCHEDULE B-11 EXCEPTIONS:

- 6
6. DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3259, PAGE 1686 (AS TO PARCEL I).
- 20.00' DRAINAGE EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 7
7. DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3259, PAGE 1687 (AS TO PARCEL 2).
- 20.00' DRAINAGE EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 8
8. DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3115, PAGE 1528 (AS TO PARCEL 2).
- 8' DISTRIBUTION EASEMENT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.

LEGEND:

AC	AIR CONDITIONER	(R)	PER RECORD
CCR	CERTIFIED CORNER RECORD	R/W	RIGHT-OF-WAY
CLF	CHAIN LINK FENCE	RGE	RANGE
CM	CONCRETE MONUMENT	SEC	SECTION
CONC	CONCRETE	TOB	TOP OF BANK
E	EASTING	TOS	TOE OF SLOPE
ESMT	EASEMENT	TWP	TOWNSHIP
EP	EDGE OF PAVEMENT	(TYP)	TYPICAL
FFE	FINISHED FLOOR ELEVATION	WPF	WOOD PRIVACY FENCE
FND	FOUND		
ID	IDENTIFICATION	CB	COMMUNICATIONS BOX
IP	IRON PIPE	CR	COMMUNICATIONS RISER
IPC	IRON PIPE & CAP	OFMK	FIBER OPTIC MARKER
IR	IRON ROD	WUP	WOOD UTILITY POLE
IRC	IRON ROD & CAP	GA	GLY ANCHOR
(M)	AS MEASURED	ER	ELECTRIC RISER
N	NORTHING	EM	ELECTRIC METER
NAV88	NORTH AMERICAN VERTICAL DATUM OF 1988	EO	ELECTRIC OUTLET
OHW	OVERHEAD WIRES	SL	SOLAR LIGHT ON POST
ORB	OFFICIAL RECORDS BOOK	FD	FIRE HYDRANT
(P)	PER PLAT	W	WELL
PB	PLAT BOOK	HB	HOSE BIB
PG	PAGE	TS	TRAFFIC SIGN
PPF	PLASTIC PRIVACY FENCE	MB	MAILBOX

SURVEY PREPARED FOR:

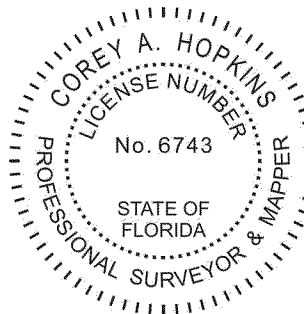
JEBAILLY & CO.
CITY OF OCOEE
SHUFFIELD, LOWMAN & WILSON P.A.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY COREY A. HOPKINS, LS 6743 ON THE DATE/TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SEAL:



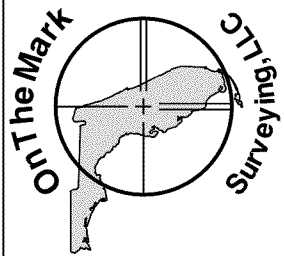
Digitally signed
by Corey A
Hopkins
Date:
2023.04.19
12:00:10 -04'00'

No.	Revisions	Date
1	Boundary, Topographic & Tree Survey	07/20/23
2	Digital Signature	12/01/22
3	Certifications	04/19/23
4		
5		
6		

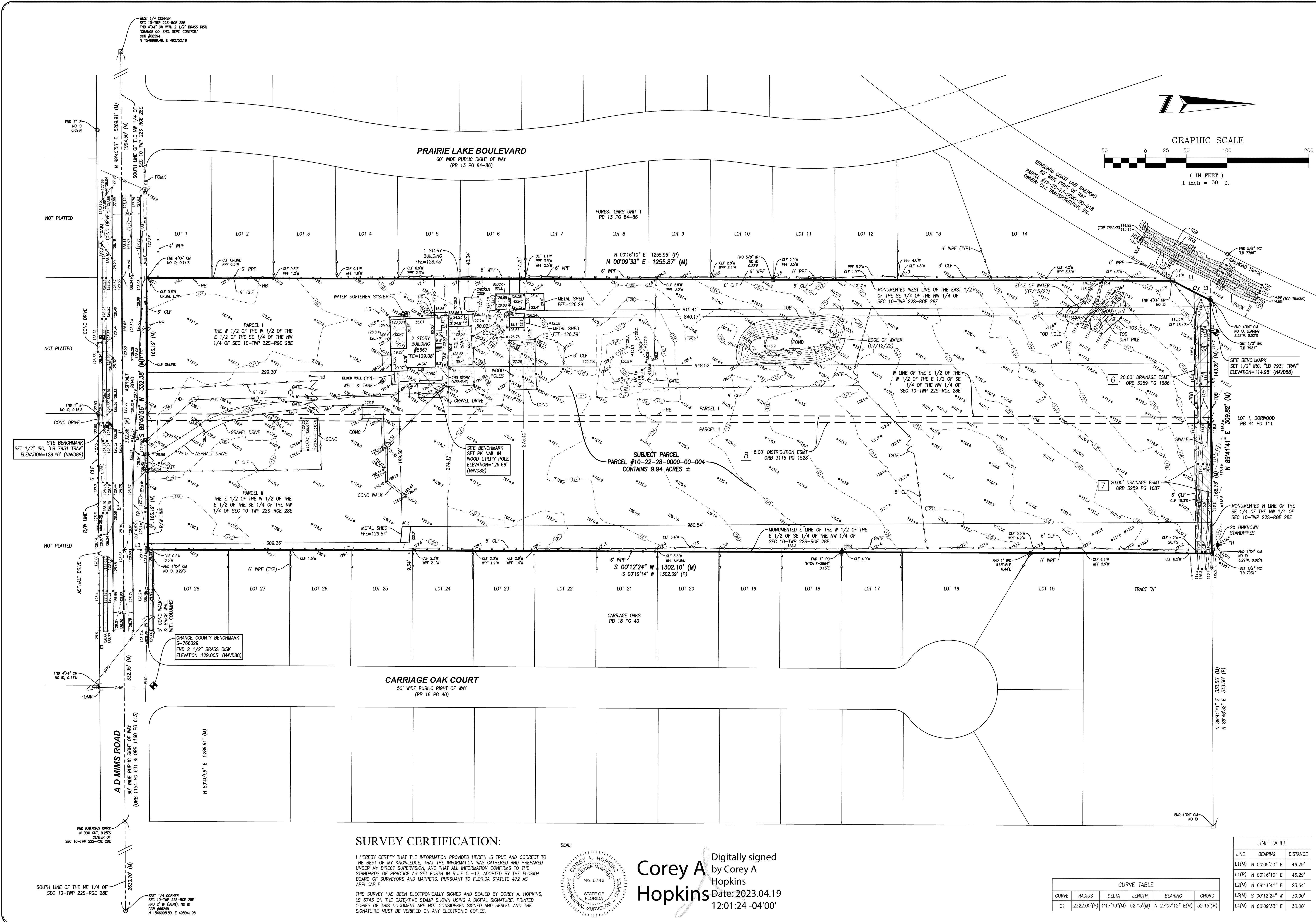
Boundary, Topographic
& Tree Survey

8667 A D Mims Road
Ocoee, Florida

On the Mark Surveying, LLC
LB 7931
143 Meadow Boulevard
Sanford, Florida 32771
Phone: (321)626-6376
Email: OTMSurveying@gmail.com



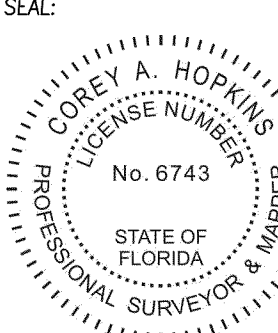
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CAH
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CAH
Project:
8667 AD MIMS RD
Field Date:
07/27/22
Scale:
N/A
Sheet 1 of 3



SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY COREY A. HOPKINS, L.S. 6743 ON THE DATE/TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed
by Corey A
Hopkins
Date: 2023.04.19
12:01:24 -04'00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2322.00'(P)	1°17'13"(M)	52.15'(M)	N 27°07'12" E(M)	52.15'(M)

LINE TABLE		
LINE	BEARING	DISTANCE
L1(M)	N 00°09'33" E	46.29'
L1(P)	N 00°16'10" E	46.29'
L2(M)	N 89°41'41" E	23.64'
L3(M)	S 00°12'24" W	30.00'
L4(M)	N 00°09'33" E	30.00'

On the Mark Surveying, LLC
LB 7931
143 Meadow Boulevard
Sanford, Florida 32771
Phone: (321)626-6376
Email: OTMSurveying@gmail.com

Drawn by:
CAH
Checked by:
CAH
Project:
8667 AD MIMS RD
Field Date:
07/27/22
Scale:
1"= 50'
Sheet 2 of 3

Boundary, Topographic
& Tree Survey

8667 A D Mims Road
Ocoee, Florida

No.	Revisions
1	Boundary, Topographic & Tree Survey
2	Digital Signature
3	Certifications
4	
5	
6	

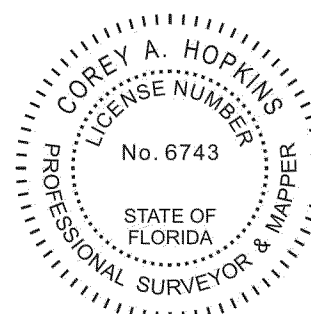
Date: 07/29/22

SURVEY CERTIFICATION:

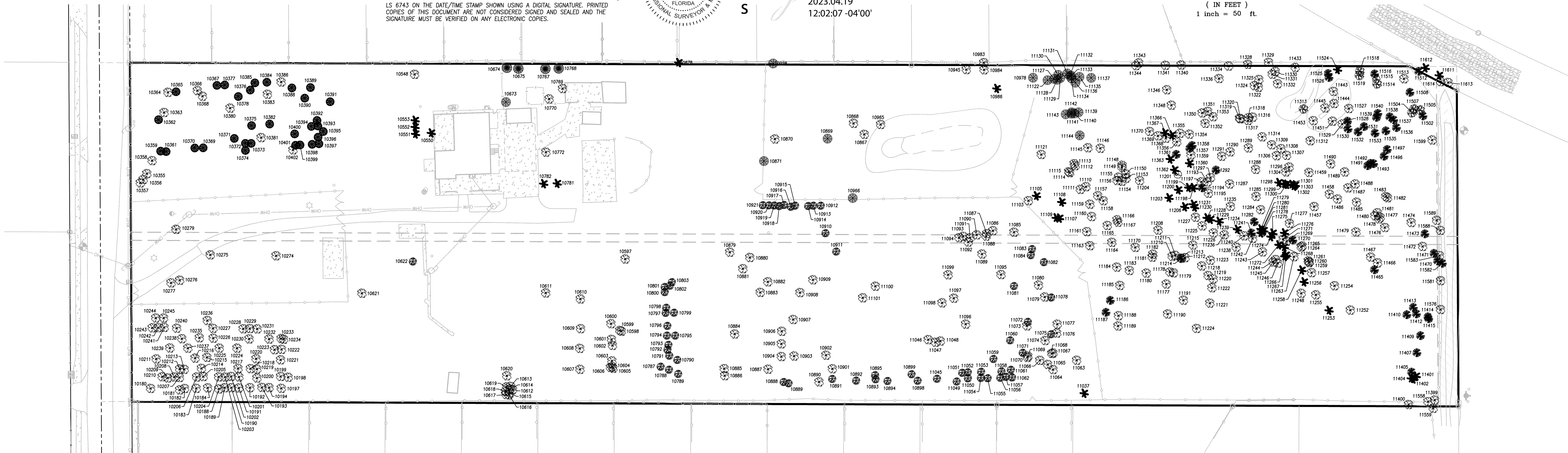
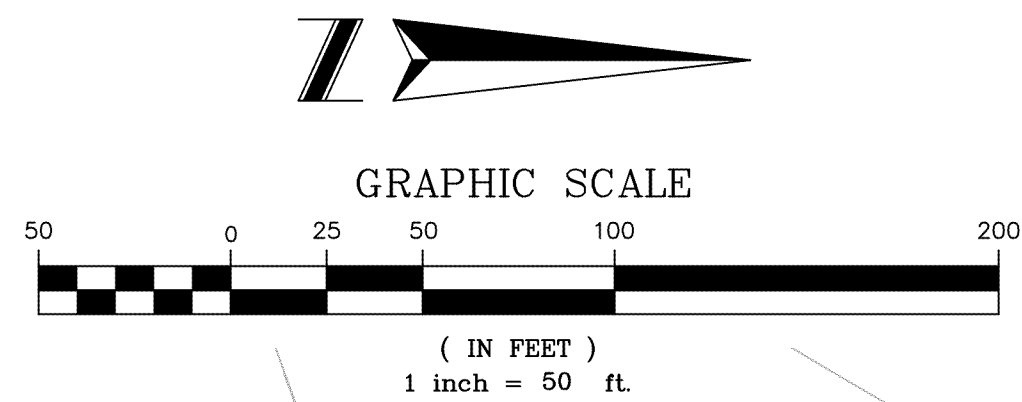
I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS CATERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFIRMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

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SEAL:



Corey A Hopkins
S
Digitally signed
by Corey A
Hopkins
Date:
2023.04.19
12:02:07 -04'00'



Serial Number
23-03106W

WEST ORANGE Times

West Orange Times
Published Weekly
Winter Garden , Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden , Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on August 15, 2023
Covington Oaks

in the Court, was published in said newspaper by print in the
issues of 8/3/2023

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE
COVINGTON OAKS
PRELIMINARY SUBDIVISION PLAN
CASE NUMBER: LS-2023-001

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-4G, of the City of Ocoee Land Development Code that on **TUESDAY, AUGUST 15, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Preliminary Subdivision Plan (PSP) for the Covington Oaks Subdivision. The property is located at 8667 A D Mims Road, assigned Parcel ID # 10-22-28-0000-00-004, and consists of approximately 9.94 acres and is located on the north side of A D Mims Road approximately 1,637.5 feet west of N. Apopka Vineland Road. The applicant proposes to develop a single-family detached residential subdivision consisting of seventeen (17) lots.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these, or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
August 3, 2023

23-03106W


Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

3rd day of August, 2023 A.D.

by Lindsey Padgett who is personally known to me.


Notary Public, State of Florida
(SEAL)


KIMBERLY S. MARTIN
MY COMMISSION # HH 202034
EXPIRES: July 25, 2026



Meeting Date: August 15, 2023
Item #: 15

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Public Hearing to Adopt the Annual Code Enforcement Abatement Assessment Resolution to Certify the FY 2024 Non-Ad Valorem Assessment Tax Roll. (Support Services Director Gaines)

Background Summary:

Section 115-1 of the City Code of Ordinances established the geographic limits of the City of Ocoee as a special assessment district in which the City Commission is authorized to levy a non-ad valorem assessment against properties the City of Ocoee has abated a nuisance but has not been reimbursed for the cost of such abatement. Resolution 2017-003 requires the City Commission to adopt a resolution certifying the non-ad valorem assessment tax roll following a public hearing prior to September 15 of each year. There are presently three (3) properties that will be assessed to recover the cost of abatements performed by the City. The owners of each of these properties were notified by first class mail of the non-ad valorem assessment and of the scheduled public hearing at which the City Commission would consider this issue. The form and content of these notifications conformed to the requirements described in Section 197.3632, Florida Statutes.

Issue:

Should the Honorable Mayor and City Commissioners consider the FY 2024 Non-Ad Valorem Assessment for Code Enforcement Abatements and certify the Code Enforcement Abatement Assessment Tax Roll?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners adopt the proposed resolution creating the FY 2024 Non-Ad Valorem Assessment for Code Enforcement Abatements and certify the Code Enforcement Abatement Assessment Tax Roll for all properties that have not fully reimbursed the city for the cost of abating nuisances. The applicable costs include the out-of-pocket costs to the city of the abatements, interest authorized by Florida Statutes and City Code, and recovery of the administrative costs of filing liens and releases of lien related to these abatements. The Mayor and City Manager should be authorized to execute any documents required to implement the resolution and levy the non-ad valorem assessment.

Attachments:

1. Resolution
2. Notice of Public Hearing
3. Advertisement

Financial Impacts:

As of August 02, 2023, the City of Ocoee has unpaid code enforcement abatement costs totaling \$2,337.21 that can be placed on the FY 2024 tax bill. This amount includes the cost of abatement, interest accruing at a rate of 18% compounded annually until September 30, 2023, and administrative costs related to lien filings. The recovery of these costs via a non-ad valorem special assessment is to be collected using the uniform method, as prescribed in Section 197.3632, Florida Statutes.

Type of Item: Public Hearing

RESOLUTION 2023-

CITY OF OCOEE

**CODE ENFORCEMENT NON-AD VALOREM
ASSESSMENT RESOLUTION FOR
FISCAL YEAR 2024**

AUGUST 15, 2023

RESOLUTION

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, CITY COMMISSION RELATING TO THE COLLECTION OF UNPAID LIENS FROM CODE ENFORCEMENT ABATEMENT ACTIONS THROUGHOUT THE CITY OF OCOEE; STATING THE PURPOSE OF SUCH EFFORTS; PROVIDING DEFINITIONS; ENDORSING THE UNIFORM METHOD OF ASSESSING ABATEMENT COSTS AGAINST ASSESSED PROPERTIES LOCATED WITHIN THE CITY OF OCOEE; APPROVING THE NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subsection C-8(Q) of the City of Ocoee Charter ("City Charter") authorizes the City of Ocoee ("the City") to require all lands, property, lots, bodies of water, and other premises within the City limits to be kept clean, sanitary, and free from excessive weed growth; and

WHEREAS, Subsection C-8(Q) of the City Charter allows the City to make such properties clean, sanitary, and free from excessive weed growth at the expense of the owner; and

WHEREAS, the City has the obligation to abate nuisances and violations that are a risk to the public health, safety, and welfare under the provisions of the City Charter and the Chapter 115 of City of Ocoee Code of Ordinances ("City Code"); and

WHEREAS, the owners of property involved in an abatement have an obligation under Chapter 115 of the City Code to pay the City for the cost incurred by the City through abatement, plus allowable interest; and

WHEREAS, in cases where such costs remain unpaid, the City intends to use all available methods of collecting such assessments as non-ad valorem assessments; and

WHEREAS, the City Commission has adopted a clear method for determining and collecting such non-ad valorem assessments consistent with the procedures provided by the

Chapter 115 of the City Code and Section 197.3632, Florida Statutes, including collecting such assessments on the uniform tax bill for each Fiscal Year beginning on October 1; and

WHEREAS, City Code Chapter 115, as amended on February 21, 2017, establishes the City as a special assessment district relating to abatements; and

WHEREAS, as a special assessment district, the City Commission is authorized to levy a non-ad valorem assessment against properties where, in accordance with Chapter 115, a violation occurred, the City took action to abate, and the owner has failed, for whatever reason, to pay the City for the costs incurred in carrying out the abatement; and

WHEREAS, the City, county property appraiser, and county tax collector currently have an agreement by which the property appraiser and tax collector collect non-ad valorem assessments on behalf of the City; and

WHEREAS, notice of the assessment and public hearing was issued in accordance with Chapter 115 of the City Code and Section 197.3632(4)(b), Florida Statutes; and

WHEREAS, a public hearing was held on August 15, 2023, and comments and objections of all interested persons were heard and considered, as required by the terms of the Chapter 115 of the City Code.

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

SECTION 1. AUTHORITY.

This Resolution is adopted pursuant to the provisions of Ordinance No. 2017-003 ("the Ordinance"); Chapter 115 of the City Code; the Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Sections 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This Resolution sets forth and approves the collection of the Non-Ad Valorem Assessment Roll “(Assessment Roll)”, as defined in Section 115-1.F. of the City Code, for Fiscal Year 2023 through the procedure described in Section 115-1.C. of the City Code.

(B) Fiscal Year 2024 is defined as the period of time from October 1, 2023 through September 30, 2024.

(C) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Ordinance No. 2017-003, as amended. Any uncertainty regarding the meaning of a term used herein shall be resolved in favor of the Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

SECTION 3. APPROVAL OF THE ASSESSMENT ROLL.

The Assessment Roll attached as Appendix A is hereby approved and shall be delivered to the Orange County Tax Collector for collection using the tax bill collection method and the manner described in the Ordinance on or before September 15, 2023, together with the correction of any errors or omissions, as provided for in the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 4. EFFECT OF ADOPTION OF RESOLUTION.

This Resolution establishes the Code Enforcement Abatement Non-Ad Valorem Assessments to be imposed in the 2024 Fiscal Year, certifies the Assessment Roll for the 2024 Fiscal Year with such adjustments as the City Commission deems just and right, and authorizes the Mayor of the City of Ocoee to execute collection of said Code Enforcement Non-Ad Valorem

Assessments through the County Property Appraiser and the County Tax Collector. The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the amount due, the method of assessment, and the Assessment Roll), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

SECTION 5. SEVERABILITY.

If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of other provisions of this Resolution.

SECTION 6. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and adoption.

(Signatures on Next Page)

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. APPROVED
AS TO FORM AND LEGALITY THIS ____
DAY OF _____, 2023.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____.**

FISHBACK DOMINIC, LLP

By: _____
City Attorney

APPENDIX A

ASSESSMENT ROLL

Parcel ID Number	Street Address	Total Amount Owed
182228000000080	408 FRANKLIN ST	\$ 615.56
292228665202000	MAGUIRE RD	\$ 1,195.51
082228881000900	1204 WILLOW CREEK RD	\$ 526.14

Total \$ 2,337.21
8/2/2023

APPENDIX B

**CERTIFICATE TO NON-AD VALOREM
ASSESSMENT ROLL**



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____ City of Ocoee _____, located in _____ Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ 15th _____ day of _____ August _____, _____ 2023 _____
year

Chairman of the Board or authorized agent
of _____ City of Ocoee (Ocoee Code Enf)
Name of local government

Orange County, Florida



*** * * THIS IS NOT A BILL * * ***

CITY OF OCOEE, FLORIDA

**NOTICE OF PUBLIC HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION
OF CODE ENFORCEMENT NON-AD VALOREM
ASSESSMENTS**

NOTICE DATE: JULY 06, 2023

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

Ages Hart
District 4

City Manager
Robert D. Frank

[REDACTED]
Ocoee, FL 34761-1978

[REDACTED]
Legal: [REDACTED]
Address: [REDACTED]

*** * * NOTICE TO PROPERTY OWNER * * ***

Notice is hereby given by the City of Ocoee that a Code Enforcement Non-Ad Valorem Assessment will be levied on the above-described parcel on your next tax bill, in accordance with Section 197.3632, Florida Statutes, and Section 115-1 of the Code of Ordinances of the City of Ocoee.

The purpose of this assessment is to reimburse the City of Ocoee for costs incurred after abating or remedying the above-described parcel from a Code Enforcement violation that, after due notice and time to remedy the violation, the property owner, for whatever reason, failed or refused to remedy and has failed or refused to reimburse the City for the costs incurred during said abatement or remedy.

The Code Enforcement Non-Ad Valorem Assessment for the above-described parcel is \$[REDACTED].

A public hearing will be held at **6:15 pm or soon thereafter on Tuesday, August 15, 2023** in the City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida 34761 for the purpose of receiving public comment on the proposed assessment. You and other affected property owners have a right to appear at the hearing and to file comments or written objections with the City Commission within 20 days of this Notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this processing should call 407-905-3105 at least 48 hours prior to the hearing to make arrangements.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

A copy of the Nuisance Abatement Ordinance is available online at www.ocoe.org and is available for inspection at the office of the City Clerk, located at 1 North Bluford Avenue, Ocoee, Florida.

The ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

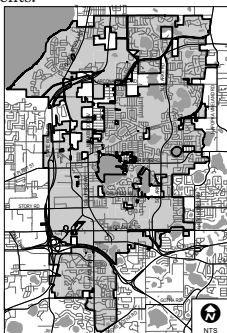
If there is a mistake on this notice, it will be corrected. Should you have any questions regarding the Code Enforcement Non-Ad Valorem Assessments please contact the Code Enforcement at (407) 905-3106, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**NOTICE OF PUBLIC HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION
OF CODE ENFORCEMENT NON-AD VALOREM ASSESSMENTS**

The City of Ocoee, Florida (the “City”) hereby provides notice, in accordance with Section 197.3632, Florida Statutes, and Section 115-1 of the Code of Ordinances of the City of Ocoee, that a Code Enforcement Non-Ad Valorem Assessment will be levied, on the next tax bill, against any property within the incorporated area of the City, as shown in the adjacent map, that has failed or refused to reimburse the City for costs incurred during abating or remedying a Code Enforcement violation on that property.

A public hearing will be held at 6:15 pm, or soon thereafter, on Tuesday, August 15, 2023 in the City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida 34761 for the purpose of receiving public comment on the proposed assessment. You and other affected property owners have a right to appear at the hearing and to file comments or written objections with the City Commission.

If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this processing should call 407-905-3105 at least 48 hours prior to the hearing to make arrangements.



August 3, 2023

23-03107W



Meeting Date: August 15, 2023
Item #: 16

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director: Robert Frank
City Manager: Robert Frank

Subject: Discussion and Direction Regarding the 100 Year Anniversary of Ocoee Becoming a Township. (Assistant City Manager Shadrix)

Background Summary:

At the August 1 City Commission meeting, the Mayor introduced a proclamation provided by the Florida League of Cities commemorating the 100th anniversary of Ocoee becoming a township in November of 1923..

The Town of Ocoee was established in November 1923, and subsequently, in May 1925, the Town of Ocoee was abolished and re-established as the City of Ocoee. The incorporation documents of 1925 are also what we use for all our grants, and the history page on our City website confirms the recognition we are receiving from the FLC proclamation, as it states on that page, "The Town of Ocoee was recognized as a municipality by the Florida legislature in 1923 and became the City of Ocoee in May 1925".

The staff was asked to come back to the commission with a plan for an event commemorating this, and is prepared to move forward with an event managed by the Community Resources division and the Parks and Recreation department. In consideration of this item and the potential for there to be two 100-year celebrations in two years, staff request direction from the commission on the following:

1. What is the direction of the Commission regarding 1923 vs 1925?
2. What type of activities does the Commission wish to include?
3. Based on the activities desired by the Commission, what budget is the Commission willing to expend?

Issue:

Recommendations:

Attachments:

None

Financial Impacts:

Type of Item: Regular

